



DIVERSION AUTHORITY BOARD MEETING
 FARGO CITY COMMISSION CHAMBERS
 FARGO, NORTH DAKOTA
 THURSDAY, DECEMBER 19, 2019
 3:30 P.M.

1. Call to order
2. Approve minutes from previous meeting Item 2. Action
3. Approve order of agenda Item 4. Action
4. Executive Director report Information
5. Army Corps of Engineers project update Information
6. Administrative/Legal Information/action
 - a. Update on WIFIA action Item 6a.
 - b. Resolution—Reimburse Certain Expenditures from Loans Item 6b.
 - c. Extension of MOU with Cass County for HR services Item 6c.
 - d. NuStar Agreement for re-routing under channel Item 6d.
7. Public Outreach Information
 - a. Committee report
 - b. Business Leaders Task Force update
8. Land Management Information/action
 - a. Committee report
 - b. Property status report Item 8b.
9. Finance Information/action
 - a. Financial report Item 9a.
 - b. Voucher approval Item 9b.
 - c. FY2020 Cash Budget Item 9c.
 - d. Recommended contracting actions Item 9d.
 - Change Order 4 (\$81,248.63) – Industrial Builders
 - MSA & Task Order 1 (TBD) – Program Advisor Services
 - e. Civic Center Lease Item 9e.
10. Other Business Information/action
 - a. Public Private Partnership Overview Item 10a.
11. Executive Session

The Flood Diversion Board of Authority will meet in executive session on December 19, 2019, at 4:15pm, as authorized by North Dakota Century Code 44-04-19.2 to provide negotiating instructions to its attorney and P3 team regarding the terms and conditions of the draft Project Agreement for the design, construction, finance and operation of the Diversion Channel and Associated Infrastructure
12. Next Meeting – January 23, 2020
13. Adjournment

**METRO FLOOD DIVERSION AUTHORITY
NOVEMBER 21, 2019—3:30 PM**

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, November 21, 2019, at 3:30 PM in the Fargo City Commission Chambers with the following members present: Cass County Commissioner Mary Scherling; Cass County Commissioner Chad Peterson; Cass County Commissioner Rick Steen; Clay County Commissioner Kevin Campbell; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Tony Grindberg; Moorhead City Mayor Johnathan Judd; Moorhead City Council Member Chuck Hendrickson; Moorhead City Council Member Shelly Carlson; Cass County Joint Water Resource District Manager Dan Jacobson; and West Fargo City Commissioner Mike Thorstad. Fargo City Commissioner Dave Piepkorn and Clay County Commissioner Grant Weyland were absent.

2. MINUTES APPROVED

MOTION, passed

Mr. Grindberg moved and Mr. Hendrickson seconded to approve the minutes from the October 31, 2019 meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mr. Judd moved and Mr. Campbell seconded to approve the order of the agenda with the addition of a request from the Executive Director regarding administrative staff. Motion carried.

4. EXECUTIVE DIRECTOR REPORT

Joel Paulsen, Executive Director, said actual expenditures-to-date are \$508.5 million with revenue sources of \$162.7 million. He reviewed information available on the financial dashboard to help track costs in real time, which is almost ready for board members to use.

Mr. Paulsen reviewed contracting items approved by the Executive Director, and task orders approved by the Cass County Joint Water Resource District (CCJWRD). Moorhead Clay County Joint Powers Authority (MCCJPA) did not have any task orders.

Mr. Paulsen discussed activities and achievements, which include bidding for Hickson Main Avenue storm sewer project, OHB wetland mitigation, and Property Structure Mitigation for Phase B; completion of outreach to cities, townships and counties regarding the FEMA Conditional Letter of Map Revision (CLOMR); development and issuance of draft P3 Request for Proposals; securing the remaining rights-of-entry for Southern Embankment design in both North Dakota and Minnesota; and negotiation of the scope for Phase 2 Flowage Easement Valuation.

5. CORPS OF ENGINEERS UPDATE

Terry Williams, Project Manager from the Corps of Engineers, provided an update, which included pile driving and load testing at the Diversion inlet structure construction site; contract award this month for the Wild Rice River structure; physical modeling of the Red River structure design; geotechnical borings and ongoing design to incorporate Plan B into the Southern Embankment; review of I-29 road raise design; and further investigation of two archaeological sites along the Diversion channel associated with cultural resources mitigation.

6. ADMINISTRATIVE/LEGAL UPDATE

WIFIA events update

Attorney John Shockley provided a monthly update on the schedule of events associated with the Water Infrastructure Finance and Innovation Act (WIFIA) loan through the Environmental Protection Agency (EPA) and referred to the handout showing the timeline.

Flow of funds for WIFIA

Mr. Shockley distributed a chart showing the flow of funds associated with the WIFIA loan. He said WIFIA post-closing activities will include quarterly progress reports, annual financial statements, and site visits. He will provide a presentation on the flow of funds to each of the Diversion member entities.

Resolution to Authorize Payment of WIFIA Application Fees

Last month the board approved WIFIA loan underwriting fees of approximately \$500,000 be paid from flood sales and use tax dollars. Mr. Shockley said a resolution has been drafted to formalize the use of sales tax revenues, which needs action today.

MOTION, passed

Mr. Peterson moved and Mr. Steen seconded to adopt a Resolution Authorizing Submission of US EPA WIFIA Application and Use of Sales Tax Revenues for US EPA WIFIA Loan Application Fees. On roll call vote, the motion carried unanimously.

7. PUBLIC OUTREACH UPDATE

Committee report

The Public Outreach Committee met on November 20th. Rocky Schneider said the committee discussed development of a new communications plan next year with updated goals and objectives; utilization of postcards to conduct public surveys; and use of visual methods to show progress on the project.

8. LAND MANAGEMENT

Committee report

The Land Management Committee met on November 20th. Mrs. Scherling said work continues with land acquisitions and appraisals.

Property Acquisition Status Report

The Property Acquisition Status Report is updated monthly and shows the status of all parcels required for the project. The information is helpful to understand all the land purchases taking place and to monitor their progress.

Acquisition Program for Voluntary Sale of Property

Last month the board decided to not bid on properties for sale through an auction and to develop a policy for private sales. Eric Dodds from AE2S said changes were made to the section of the Mitigation Plan regarding the “Acquisition Program” because of the discussion last month. The section was renamed the “Acquisition Program for Voluntary Sale of Property”. The Land Management Committee approved the changes.

MOTION, passed

Mr. Jacobson moved and Mr. Campbell seconded to approve the amended policy for the Acquisition Program for Voluntary Sale of Property as presented. On roll call vote, the motion carried unanimously.

9. FINANCE UPDATE

Committee report

The Finance Committee met on November 20th. Mr. Grindberg referred to the financial report and said the net cash position is \$91.4 million.

MOTION, passed

Mr. Steen moved and Mr. Judd seconded to approve the financial report as presented. On roll call vote, the motion carried unanimously.

Voucher approval

The bills for the month are with Cass County Joint Water Resource District (CCJWRD) for costs associated with the Metro Flood Diversion right-of-entry and land acquisitions, OHB levee, and in-town levees; Dorsey & Whitney for legal services; Ohnstad Twichell, P.C. for legal services; and Cass County for reimbursement of Executive Director expenses.

MOTION, passed

Mr. Steen moved and Ms. Carlson seconded to approve the vouchers received through November 15, 2019, in the amount of \$2,557,869.69. On roll call vote, the motion carried unanimously.

10. FY2020 CASH BUDGET

Mr. Paulsen said the FY2020 Cash Budget will be brought to the board next month for approval.

11. EXECUTIVE DIRECTOR ORGANIZATIONAL CHART, Authorized to advertise for Executive Assistant and Assistant Executive Director

Mr. Paulsen presented an organizational chart for the Diversion Authority through the duration of construction. Today, he is requesting to advertise for an Executive Administrative Assistant and Assistant Executive Director.

MOTION, passed

Mr. Grindberg moved and Mr. Judd seconded to authorize the Executive Director to advertise for an Executive Administrative Assistant and Assistant Executive Director. On roll call vote, the motion carried unanimously.

12. RECOMMENDED CONTRACTING ACTIONS

- Houston-Moore Group Task Order 31 Amendment 0 (Permit Compliance Monitoring)—initial scope and budget for permit compliance monitoring to track work regulated by federal and state permits in the amount of \$184,639. The Finance Committee unanimously approved the task order.

MOTION, passed

Mr. Grindberg moved and Mr. Peterson seconded to approve the task order with Houston-Moore Group as presented. On roll call vote, the motion carried unanimously.

13. GIFT POLICY

Mr. Paulsen reviewed a Gift Policy drafted that applies to board members, administrative staff and consultants to provide guidelines regarding gifts that may be received.

Mr. Peterson asked if a policy manual will be created for the Diversion Authority. Mr. Paulsen said his intent is to use the Cass County Employee Handbook as a guide to develop a manual. Mr. Paulsen will use information from Fargo and Cass County in the development of a compensation plan for Diversion staff.

MOTION, passed

Ms. Carlson moved and Mr. Campbell seconded to approve the Gift Policy as presented. On roll call vote, the motion carried unanimously.

14. NEXT MEETING DATE

The next meeting is scheduled for Thursday, December 19, 2019.

15. **ADJOURNMENT**

MOTION, passed

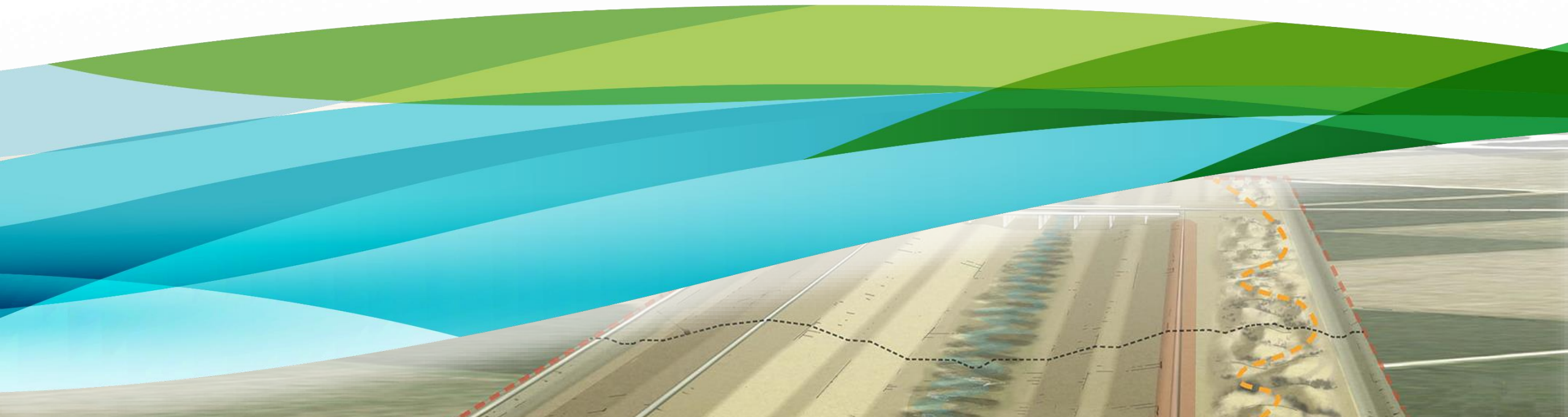
On motion by Mr. Peterson, seconded by Mr. Judd, and all voting in favor, the meeting was adjourned at 4:31 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant



Diversion Authority Board Meeting

Executive Director Report (Item 4)
December 19, 2019



Program Controls Report

Overall Program Status

Program Categories Non-Federal Portion	Estimate at Completion (EAC) Millions	Overall Cost to Date As of: 11/29/2019	FY2019 Annual Budget	FY2019 Cost To Date As of: 11/29/2019
P3 Support Services	\$85.5	\$16.2	\$14.9	\$1.7
Milestone Payments to the Developer	\$763.1	\$0.0	\$0.0	\$0.0
Fargo In-Town Projects	\$92.9	\$88.5	\$10.5	\$7.5
Fargo- River Stage 37' Projects	\$99.4	\$11.1	\$40.0	\$11.1
Moorhead- River Stage 37' Projects	\$43.8	\$0.0	\$0.0	\$0.0
Lands and Impacted Property Mitigation	\$416.4	\$200.5	\$67.0	\$21.2
Engineering, Legal, Financial	\$200.4	\$101.4	\$15.7	\$9.4
DA Construction Contingency	\$160.8	\$0.0	\$0.0	\$0.0
3rd Party MOU Mitigation	\$27.3	\$0.0	\$0.0	\$0.0
Net Current Interest / Financing Fees Paid	\$27.9	\$0.0	\$0.0	\$0.0
Designated P3 Channel Bridges	\$23.8	\$0.0	\$0.0	\$0.0
Designated Options and Easements after 2024	\$83.4	\$0.0	\$0.0	\$0.0
Designated 37' River Stage	\$20.3	\$0.0	\$0.0	\$0.0
DA Payment to USACE	\$67.4	\$53.2	\$0.0	\$0.0
Other/Mitigation Construction	\$72.6	\$25.9	\$4.6	\$1.1
Financing Costs				
Short Term Loan Payments	\$329.9	\$21.6	\$10.0	\$10.0
Non-Federal Totals	\$2,515.0	\$518.3	\$162.7	\$62.0
Less Outstanding Accounts Payable		(\$2.6)		
Actual Expenditure To Date		\$515.7		

Program Controls Report - Dashboard



Executive Director-Approved Contract Items

Description	Company	Budget Estimate (\$)
<i>Task Orders – Diversion Authority</i>		
TO2, A0 Cultural Resources Investigations for SEAI	AECOM	\$139,000
TO, A5 Interim Program Management and Related Services	CH2MHill	(\$132,816)
TO25, A4 Hydrology and Hydraulic Modelling	HMG	\$11,000
WP50A, Change Order 1 Demolition	Schmidt & Sons	\$17,518

CCJWRD-Approved Contract Items

Description	Company	Budget Estimate (\$)
<i>Task Orders – Cass County Joint Water Resource District</i>		
TO2, A2 Property Acquisition Services	ProSource Technologies	\$128,672
TO2, A3 Property Acquisition Services	Ulteig Engineers	(\$293,030)

MCCJPA-Approved Contract Items

Description	Company	Budget Estimate (\$)
<i>Task Orders – Moorhead Clay County Joint Powers Authority</i>		

Activities and Achievements

In-Town Works Status

- Preparing three projects for bidding (Winter 2019-2020)
 - WP-43D5 – Hickson Main Avenue Storm Sewer - ~\$1M
 - WP-43G – OHB Wetland Mitigation - ~\$1.4M
 - WP-50B – Property Structure Mitigation, Phase B - ~\$300K
- Current projects under construction
 - WP-42E – 2nd St. So. and Main Ave. Flood Mitigation – DELAYED Substantial Completion (Plaza and Lift Station #18 lighting)
 - WP-43CD – OHB Pump Station and Levee – DELAYED Final Completion (final submittals)
 - WP-50A – Property Structure Mitigation, Phase A – Substantially Complete (punch list items)

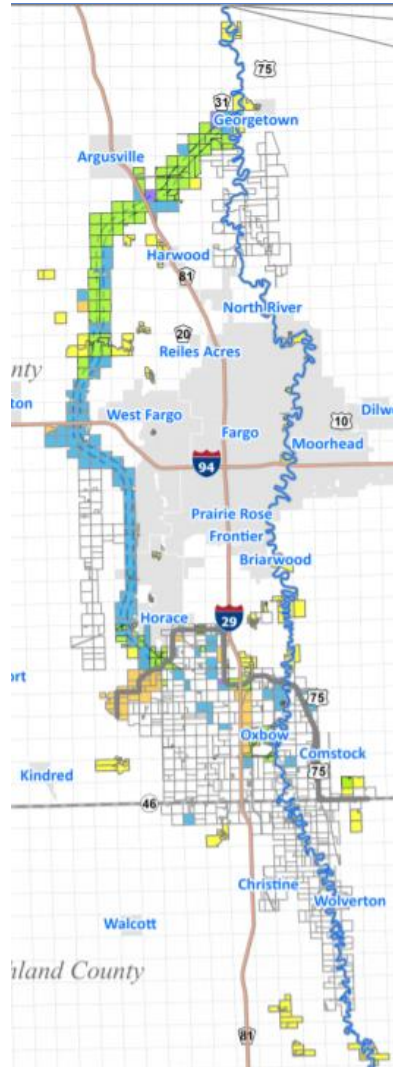
Activities and Achievements

Land Acquisition and Property Mitigation Status

- 8 parcel appraisals approved in last month (11/14 – 12/10)
- 8 parcels acquired in last month (11/14 – 12/10)
- CCJWRD approved starting Formal Negotiations on 16 parcels in November
 - Formal Negotiation letter sent for 15 parcels
 - Purchase Agreements signed on 3 parcels after start of Formal Negotiations
- Developed farmland leases on project-owned lands for 2020 (4 of 34 leases secured to date)
- Continued to secure Rights of Entry to support Southern Embankment design efforts (ND and MN)
- Continued attempts to secure Environmental Monitoring Easements (for Bio/Geo monitoring)
- Continued preparing update to Property Rights Acquisition and Mitigation Plan
- Planning for Flowage Easement Valuation Study, pending CLOMR

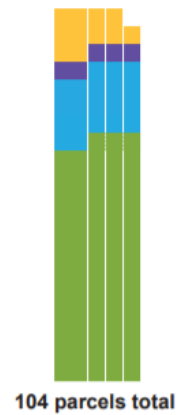
Activities and Achievements

Land Acquisition and Property Mitigation Status

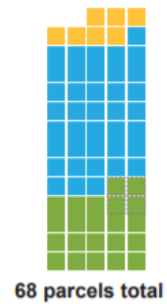


Diversion Channel

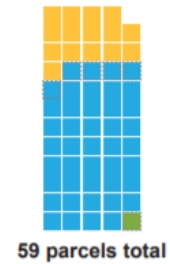
Phase 1
(WP LAP01)
Target Completion:
Fall 2020



Phase 2
(WP LAP02)
Target Completion:
Fall 2020



Phase 3
(WP LAP03)
Target Completion:
Fall 2020



Southern Embankment Control Structures

**Diversion Inlet
Control
Structure**

(WP 26)
Targeted Completion: Complete



**Wild Rice
Control
Structure**

(WP 30)
Target Completion: April 17, 2020
for "option" parcels



**Red River
Control
Structure**

(WP 35)
Target Completion:
July 2021



Southern Embankment

Southern Embankment

(WP Reach SE-1 to SE-5 and I29)
Targeted Completion: September 2025

124 parcels total

SE-1 Target Completion: Sept. 2020



SE-2 Target Completion: Nov. 2021 & Oct. 2022



SE-3 Target Completion: Sept. 2025



I29 Target Completion: Sept. 2020



SE-4 Target Completion: Oct. 2023



SE-5 Target Completion: Sept. 2024



Activities and Achievements

Public Outreach and Social Media

- Booth and presentation at the ND Water Conference Dec. 3-6 in Bismarck
- Presentation at the North Dakota Water Topics Overview Committee Meeting
- Christmas lights display at Lindenwood Park through end of December
- West Fargo article regarding improved mitigation

ANALYTICS REPORT (for November)



- Website Visitors: 1,557
 - Average time on the site: 2.23 minutes
 - Most popular pages: Maps, About the Project



- Project Web Map: 172 views



- Videos: 553 minutes of watch time from 230 viewers
 - 2,930 Impressions



Twitter

- 2 tweets
- 2 mentions
- 179 profile visits
- 12,100 Tweet impressions

Activities and Achievements

Diversion Channel P3

- Issued Draft 4 of the Request for Proposals (RFP) to stakeholders for review on December 6th
 - Cass County – Jason Benson
 - Cass County – Dave Overbo
 - City of Fargo – Nathan Boerboom
 - City of Moorhead – Bob Zimmerman
 - Clay County Joint Water Resource District – Jeff Volk
 - DA Hydrology Advisor (HMG) – Gregg Theilman
 - DA Legal Advisor (OT) – John Shockley
 - DA Technical Advisor (HMG) – Lyndon Pease
 - US Army Corp of Engineers – Bill Csajko
- Met with State Water Commission on December 13th to further permit process
- Held meeting and workshop with stakeholders to go over review comments on December 16th

Look Ahead

Short-Term (next 0-3 months)

- Issue Draft 4 of the Request for Proposals to Proposers on January 17th
- Participate in one-on-one meetings with Proposers March 2-6, including meetings with WAPA and tentatively BNSF
- Complete the NDSU Ag Impacts study update to reflect Plan B
- Anticipate FEMA approval of CLOMR
- Secure remaining ROEs for Southern Embankment design in both ND and MN
- Negotiate scope for Phase 2 Flowage Easement Valuation

Look Ahead

Long-Term (3-6 months out)

- Solidify upstream structure mitigation requirements in coordination with permitting agencies – additional outreach to upstream property owners
- Initiate bidding phase for WP43D5 (Hickson Main Avenue Storm Sewer)
- Initiate bidding phase for WP50B (Property Structure Mitigation)
- Initiate bidding phase for WP43G (OHB Wetland Mitigation)



SCHEDULE OF EVENTS
F-M Flood Diversion Project
EPA WIFIA
December 12, 2019

2019

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

Date - 2019	Event	Responsible Party
October 8	WIFIA LOI Approved	Completed
October 14	Begin solicitation process to select rating agency	Completed
October 18	Due: Select rating agency	Completed
October 21	Due: Select local municipal advisor	Completed
October 22	Initial meeting with EPA	Completed
October 30	Finance Committee update	Completed
October 31	Due: Determine source of funds for WIFIA fees & update DA Board	Completed
November 13	Trustee Identified	Completed
November 15	Federal contracting requirements in memo to DA	Completed
November 19	WIFIA webinar for new borrowers	Completed
November 20	Presentation re: flow of funds; Finance Committee approval of Authorizing Resolution to submit WIFIA Credit Application	Completed
November 21	Presentation re: flow of funds; Diversion Authority Board approval of Authorizing Resolution to submit WIFIA Credit Application	Completed
November 27	Trustee to be finalized	Completed
November 28	THANKSGIVING HOLIDAY	
December 12 – 8:00 a.m.	Cass County Joint WRD Board Meeting: Presentation re: pledge and flow of funds	Completed
December 13	Deadline to review & revise preliminary financing whitepaper	Ohnstad
December 16	Cass County Commission Meeting: Presentation re: pledge and flow of funds	Ohnstad
December 19	DA Board to approve Declaration of Official Intent	Ohnstad
December 20	Prepare WIFIA application, version 1	Ohnstad
December 20	Circulate Draft Financing Whitepaper	Ohnstad
December 25	CHRISTMAS DAY	
December 27	Deadline to review & revise WIFIA application, version 1	Jacobs: PEA portion Ohnstad::Remainder
December 30	First rough draft of WIFIA Loan terms	Ohnstad
December 30 – 5:00 p.m.	Fargo City Commission Meeting: Presentation re: pledge and flow of funds	Ohnstad
December 31	First draft of Debt Obligation Indenture of Trust	Ohnstad

2020

January	February	March	April
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May	June	July	August
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September	October	November	December
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Date	Event	Responsible Party
January 1, 2020	NEW YEAR'S DAY	
January 3, 2020	Review & revise WIFIA application, version 2	
January 10, 2020	Finalize WIFIA application	
January 20, 2020	Release Financing Whitepaper to P3 proposer teams	
January 20, 2020	MARTIN LUTHER KING JR DAY	
January __	Cass County Commission Meeting: Approve pledge and dedication resolution	Ohnstad
January __	City of Fargo Meeting: Approve pledge and dedication resolution	Ohnstad
January __	Clay County Commission Meeting: Approve pledge and dedication resolution	Ohnstad
January __	Moorhead City Council Meeting Approve pledge and dedication resolution	Ohnstad
January __	CCJWRD Board Meeting: Approve pledge and dedication resolution	Ohnstad
January 24, 2020	Rating agency evaluation & preliminary rating development	
February 17, 2020	PRESIDENTS' DAY	
February 27, 2020	Submit WIFIA application, rating agency letter, and fees	
April 12, 2020	EASTER SUNDAY	
April 24, 2020	WIFIA Application Evaluation period ends	
May 25, 2020	MEMORIAL DAY	
July 4, 2020	INDEPENDENCE DAY	
September 7, 2020	LABOR DAY	
October 22, 2020	WIFIA Term Sheet and Loan Agreement Development	
November 26-27, 2020	THANKSGIVING HOLIDAY	
December 25, 2020	CHRISTMAS DAY	

2021

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	1	2	3	4	5	6						1	2	3	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30	
31																											

Date	Event	Responsible Party
January 1, 2021	NEW YEAR'S DAY	
January 20, 2021	WIFIA Loan Closing	

TELEPHONE CONFERENCE CALL-IN INFORMATION: 1-888-204-5987, Access Code: 4607405

DISTRIBUTION GROUP

- Local Project Reps. – Metro Flood Diversion Authority ----- DA
 Joel Paulsen, Executive Director

- Robert Wilson, Cass County Administrator
 Mike Montplaisir, Cass County Finance Director
 Mike Redlinger, Fargo Assistant City Administrator
 Kent Costin, Fargo Finance Director

- Financial Advisor – Ernst & Young Infrastructure Advisors, LLC ----- EY
 James Wise

- Neil McMonagle

- Bond Counsel – Ohnstad Twichell, P.C. ----- Ohnstad
 John Shockley, Attorney
 Andrea Roman, Paralegal

- WIFIA Transaction Team ----- WIFIA
 Underwriter
 Engineer
 Attorney
 NEPA Advisor

- DA NEPA Advisor ----- PMC
 Gwen Buchholz, Jacobs

- Municipal Advisor – Baker Tilly ----- Baker Tilly
 Terri Heaton

- Rating Agency – Moody's ----- Moody's
 Ben VanMetre

- Temp Sales Tax Notes – Wells Fargo Bank ----- Wells Fargo
 Thomas Harkless

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

**RESOLUTION AUTHORIZING THE ISSUANCE OF A
DECLARATION OF OFFICIAL INTENT OF METRO FLOOD
DIVERSION AUTHORITY TO REIMBURSE CERTAIN EXPENDITURES
FROM PROCEEDS OF AUTHORITY LOANS**

WHEREAS, the Metro Flood Diversion Authority (the “Authority”) intends to construct and finance the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”), in cooperation with the United States Army Corps of Engineers (USACE); and

WHEREAS, the overall estimated cost of the Comprehensive Project is \$2,750,000,000 (in 2018 dollars); and

WHEREAS, to finance the Authority capital contribution the Project, the Authority intends to issue the following credit facilities: (i) a loan with U.S. EPA WIFIA in an amount of up to \$561,000,000 (the “WIFIA loan”); (ii) loans with the North Dakota State Revolving Loan Fund collectively totaling \$81,600,000 (the “SRF loans,”); and Additional Revenue Bonds on an as needed basis payable from Net Pledged Revenues of the Authority (collectively the “Authority Loans”); and

WHEREAS, in addition to the Authority Loans, the Cass County Joint Water Resource District (CCJWRD), a member entity of the Authority, may issue temporary and definitive refunding improvement bonds for the Comprehensive Project in accordance with the JPA; and

WHEREAS, the Authority intends, and reasonably expects, to reimburse itself for the payment of Comprehensive Project costs from proceeds of the above-described debt obligations; and

WHEREAS, in order for the Authority to reimburse itself, it is required, pursuant to Treasury Regulation § 1.150-2, under the Internal Revenue Code of 1986, as amended, to adopt a Declaration of Official Intent, providing that it intends to reimburse itself from debt obligation proceeds; and

WHEREAS, the Authority now desires to authorize the issuance of a Declaration of Official Intent for the Project.

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

(1) Findings. The Authority hereby finds that it intends, and reasonably expects, to reimburse itself for Comprehensive Project costs and expenses from the proceeds of debt obligations including but not limited to the Authority Loans.

(2) Certification. The Authority finds and determines that the foregoing recitals are true and correct, and that all of the capital expenditures covered by this Resolution were or will be made no earlier than sixty (60) days prior to the date of this Resolution.

(3) Intent. The Authority hereby declares its official intent to use proceeds of the Authority Loans to reimburse itself for Reimbursement Expenditures out of the Authority Loan Proceeds within eighteen (18) months of either the first expenditure of the funds by the Issuer for the Comprehensive Project or the date that Comprehensive Project is placed in service, whichever is later (but in no event more than five (5) years after the date of the original expenditure of the Authority for which the Authority is using Authority Loan Proceeds).

(4) Long-Term Construction Project. The Authority, along with the Program Management Consultant (PMC), hereby certify that at least five (5) years is necessary to complete construction of the Comprehensive Project as authorized by the special rule for long-term construction projects pursuant to Treasury Regulation § 1.150-2(d)(2)(iii), under the Internal Revenue Code of 1986, as amended. A signed certification consistent with Treasury Regulation § 1.150-2(d)(2)(iii) by the PMC is attached as **Exhibit A**.

(5) Not Private Activity Bonds. The Authority Loans for the aforementioned purpose will not be considered “private activity bonds” within the meaning of section 141 of the Internal Revenue Code.

(6) Prior Actions. All prior actions of the Diversion Authority Board and agents of the Authority that are in conformity with the purpose and intent of this Resolution and in furtherance of the Comprehensive Project shall be and the same hereby are in all respects ratified, approved and confirmed.

(7) Open Meetings. It is hereby found that all discussions and deliberations of the Diversion Authority Board leading to the adoption of this Resolution occurred at one or more meetings of the Diversion Authority Board conducted pursuant to proper public notice and were open to members of the public.

(8) Authorization and Execution. The Authority hereby authorizes the issuance of a Declaration of Official Intent for the Comprehensive Project in substantially the same form as that attached hereto as **Exhibit B**. Additionally, the Executive Director is hereby authorized and directed to execute said Declaration of Official Intent on the date hereof.

(Signatures appear on the following page.)

Adopted December 19, 2019.

**METRO FLOOD DIVERSION
AUTHORITY**

Mary Scherling, Chair
Diversion Authority Board

ATTEST:

Heather Worden, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____, and upon roll call vote, the following Members voted in favor thereof:

_____. The following were absent and not voting:

_____. The following voted against the same: none. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

EXHIBIT A

CERTIFICATION OF LONG-TERM PROJECT

I, Paul Barthel, a North Dakota licensed Professional Engineer, hereby certify that at least five (5) years is necessary to complete construction of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the "Comprehensive Project"); and, further hereby certify that I am employed by Jacobs, Inc., the Program Management Consultant (PMC) for the Comprehensive Project, and have extensive knowledge of the Comprehensive Project.

Dated: _____

Paul Barthel, PE

EXHIBIT B
FORM OF
DECLARATION OF OFFICIAL INTENT

The undersigned, being the duly appointed and acting Executive Director of the Metro Flood Diversion Authority (the "Authority"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies as follows:

1. The undersigned has been and is on the date hereof duly authorized by the governing body of the Authority to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the governing body.

2. The Authority is undertaking a project described as follows:

FARGO-MOORHEAD METROPOLITAN AREA FLOOD RISK MANAGEMENT PROJECT

3. The Authority intends, and reasonably expects, to reimburse itself for the payment of the cost of the project out of the proceeds of a tax-exempt loan, bond issue, debt, or similar borrowing (the "Bonds") to be issued at a later date. Such reimbursement will be made no later than eighteen (18) months after the latter of (a) the date of the expenditure, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the date of expenditure. In the meantime, the Authority reasonably expects to pay and temporarily finance the costs from the following source or sources of funds: Pooled Funds of the Authority, held within the FM Diversion Project Fund.

4. The maximum principal amount of Bonds expected to be issued for the payment of the costs of the project is: \$2,750,000,000.

5. The Authority will use proceeds of the Authority Loans to reimburse itself for costs of the project for preliminary or start-up expenditures permitted under Section 1.150-2(f)(2) or an expenditure which occurred within sixty (60) days prior to the date of this Declaration or any time after the date of this declaration. The Authority will only reimburse itself for capital expenditures and costs of issuance of the Bonds. In addition, the reimbursement allocation will be evidenced by a proper entry on the Authority's books and records.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 19th day of December, 2019.

METRO FLOOD DIVERSION AUTHORITY

By: _____
Joel Paulsen, Executive Director

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

CASS COUNTY, NORTH DAKOTA

AND

THE METRO FLOOD DIVERSION AUTHORITY

Dated as of January 1, 2020

Relating to:

**An agreement outlining the relationship and responsibilities of Cass County and the Metro
Flood Diversion Authority with regard to human resource related services**

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

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is entered into as of the 1st day of January, 2020, (the “Effective Date”), by and between Cass County, North Dakota, a North Dakota Home Rule County and political subdivision of the State of North Dakota (the “County”) and the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota (the “Authority”) (collectively referred to as the “Parties”).

WHEREAS, under the terms of the Joint Powers Agreement dated June 11, 2016, (the “JPA”), the Authority may enter contracts and employ personnel related to the Fargo-Moorhead Area Diversion Project (the “Project”); and

WHEREAS, under the terms of the JPA, the Authority employed an Executive Director to function as the chief administrative officer of the Authority on September 1, 2019; and

WHEREAS, on August 22, 2019, the County and the Authority entered into an Interim Memorandum of Understanding whereby the County’s human resource department provides human resource services related to payroll and benefits to the Authority’s Executive Director and future employees at no cost to the Authority; and

WHEREAS, the Interim Memorandum of Understanding expires on December 31, 2019, and the County and the Authority intend to enter into a more complete agreement regarding the provisions of personnel services; and

WHEREAS, under the terms of the new agreement, the County’s human resource department will provide human resource services related to payroll and benefits to the Authority’s Executive Director and future employees at no cost to the Authority, beginning January 1, 2020, through December 31, 2021; and

WHEREAS, the Parties desire to memorialize the terms, rights, and responsibilities in writing under this Agreement.

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

ARTICLE I. DEFINITIONS

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

“**Agreement**” means this Memorandum of Understanding dated January 1, 2020.

“**Applicable Law**” means, collectively, the Constitutions of the United States and the State, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations,

guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations and permits of, and agreements with, any governmental authority, and, with respect to any person, the articles of incorporation, bylaws, or other organizational or governing documents of such person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to the Authority or the County.

“Authority” means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota and a permanent, joint powers entity formed through the Joint Powers Agreement to provide the Fargo-Moorhead metropolitan area with permanent and comprehensive flood protection.

“Best Efforts” means an entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

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

“Effective Date” means January 1, 2020.

“Employee Handbook” means the Cass County Employee Handbook which describes workplace policies and employee guidelines for Cass County Employees.

“Executive Director” means the person hired by the Authority pursuant to an Employment Agreement dated September 1, 2019, to serve as the Executive Director of the Authority pursuant to the terms and conditions of the Joint Powers Agreement.

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

“Interim Memorandum of Understanding” means the interim agreement outlining the relationship and responsibilities of Cass County and the Metro Flood Diversion Authority with regard to human resource related services dated as of August 22, 2019.

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

“Metro Flood Diversion Authority” or **“Authority”** means the political subdivision created by the Joint Powers Agreement consisting of the communities of Fargo, North Dakota and Moorhead, Minnesota, along with Cass County, North Dakota, Clay County, Minnesota, and the Cass County Joint Water Resources District.

“Party” means either the Authority or the County, as the context may require, and their respective legal representatives, successors, and permitted assigns, and wherever a reference in

this Agreement is made to any Parties hereto, **“Parties”** means the Authority and the County, collectively, and their respective legal representatives, successors, and permitted assigns.

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

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

ARTICLE II. INTENT

Section 2.01 INTENT. On September 1, 2019, the Authority hired an Executive Director, pursuant to and in accordance with an employment agreement between the Executive Director and the Authority. The Executive Director performs a wide range of duties and tasks related to the Project. The Authority may hire a small number of additional staff in the future. Given the County’s large human resource department and the small number of employees hired and to be hired by the Authority in the future, the County offered to provide human resource services related to benefits and payroll services to Authority employees through December 31, 2019. The Parties memorialized the terms of the agreement in an Interim Memorandum of Understanding, dated August 22, 2019, attached as **Exhibit B** hereto. The Interim Memorandum of Understanding expires on December 31, 2019, and the County and the Authority intend to enter into a more complete agreement regarding the provision of human resources services. The County’s human resource department will provide human resource services related to payroll and

benefits to the Authority's Executive Director and future employees at no cost to the Authority, beginning January 1, 2020, through December 31, 2021.

**ARTICLE III.
RIGHTS, DUTIES, AND OBLIGATIONS OF THE COUNTY**

Section 3.01 RIGHTS, DUTIES, AND OBLIGATIONS OF THE COUNTY. It is hereby acknowledged and agreed upon between the Parties that the County will:

- 1) Provide human resource services related to payroll to the Executive Director and any future employee hired by the Authority. The County shall administer payroll to the Executive Director and any future employee hired by the Authority in accordance with the provisions and guidelines set forth in the Cass County Employee Handbook ("Employee Handbook"), attached as **Exhibit A**;
- 2) Provide retirement and health benefits to the Executive Director and any future employees of the Authority through the County's sponsored plans, in compliance with applicable federal and state laws, and subject to eligibility requirements. The County shall provide benefit services in accordance with the Employee Handbook;
- 3) Conduct individual meetings with the Executive Director and any future employees hired by the Authority to address any questions, suggestions, or concerns in relation to County human resource policies;
- 4) Provide the Executive Director and any future employee hired by the Authority with a copy of the Employee Handbook. The County agrees that it will ensure the Employee Handbook and all employee-related policies are timely updated, as necessary, due to changes in federal and state law, or as might otherwise be deemed appropriate by the County;
- 5) Make Best Efforts and work cooperatively in Good Faith with the Executive Director, employees, and staff of the Authority;
- 6) Invoice the Authority for any and all employment related costs associated with the Executive Director or and other Authority employees, including salary, benefits and reimbursements provided in accordance with the Executive Director's Employment Agreement and in accordance with the salary and benefits schedule established by the Authority for other Authority employees at the end of each month; and
- 7) Recognize the Authority's exclusive right to direct and control the day-to-day activity of the Executive Director and future employees hired by the Authority as is necessary to conduct business related to the construction of the Project;
- 8) Recognize the Authority's exclusive right to hire, discipline, and terminate the Executive Director and any future employee hired by the Authority as may be necessary to fulfil he Authority's responsibilities;
- 9) Provide the services to the Authority, at no cost.

**ARTICLE IV.
RIGHTS, DUTIES, AND OBLIGATIONS OF THE AUTHORITY**

Section 4.01 RIGHTS, DUTIES, AND OBLIGATIONS OF THE AUTHORITY. It is hereby acknowledged and agreed upon between the Parties that the Authority will:

- 1) Retain the exclusive right to direct and control the day-to-day activity of the Executive Director and future employees hired by the Authority as is necessary to conduct business related to the construction of the Project;
- 2) Retain the exclusive right to hire, discipline, and terminate the Executive Director and any future employee hired by the Authority as may be necessary to fulfill the Authority's responsibilities;
- 3) Report to the County any Authority employees hired, promoted, or terminated;
- 4) Arrange for the Executive Director and any future employee hired by the Authority to meet with the County's human resource department; and
- 5) Provide any other pertinent information requested by the County's human resource department in a timely manner.
- 6) Promptly pay all County invoices for any and all Authority employment-related costs as prepared by the County in accordance with Section 3.01(6) of this Agreement.

**ARTICLE V.
TERM AND TERMINATION**

Section 5.01 TERM. The term of this Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2021 (the "Initial Term") After the Initial Term, the parties may enter into a new or amended agreement.

Section 5.02 TERMINATION. In addition to the provisions of Section 5.01, this Agreement may terminate for any of the following reasons:

- 1) Either Party may terminate this Agreement without termination fee, penalty, or liquidated damages if the other Party commits a breach of any material obligation under this Agreement; provided that if a Party shall by any act or omission, be in breach of any material obligation under this Agreement and such breach shall continue for a period of fourteen (14) days after written notice thereof has been given by the Party to the offending Party, the Party shall have the right to terminate this Agreement with immediate effect by notice to the offending Party.
- 2) The Parties may mutually agree in writing to terminate this Agreement, at any time, without termination fee, penalty, or liquidated damages.

Section 5.03 NOTICE. Written notice shall be addressed to the following addresses:

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

County: Cass County Finance Director
P.O. Box 2806
Fargo, ND 58108-2806

ARTICLE VI.
DISPUTE RESOLUTION

Section 6.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the Parties will use the following procedure.

Section 6.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, each Party will propose two (2) potential individuals to serve as mediator, for a total of four (4) individuals. The Parties will then select a mediator by alternatively striking the names of the proposed individuals, with the County striking first, followed by the Authority.

Section 6.03 LITIGATION. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the prior Section, the Parties may litigate the matter.

Section 6.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 6.05 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

ARTICLE VII.
MISCELLANEOUS

Section 7.01 ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party. The Parties' rights and obligations under this Agreement will be passed to the assignees to which those rights and obligations have been permissibly assigned.

Section 7.02 MODIFICATION. This Agreement may be amended or modified only by mutual consent of both Parties, unless otherwise provided for herein.

Section 7.03 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.

Section 7.04 SEVERABILITY. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 7.05 WAIVER. No waiver of any Party of any right or remedy pursuant to this Agreement will be deemed to be a waiver of any other or subsequent right or remedy pursuant to this Agreement. The consent of one Party to any act by the other Party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

Section 7.06 ACKNOWLEDGMENT. Each of the Parties affirm and acknowledge that it has fully read and appreciates, and understands the words, terms, conditions and provisions of this Agreement and is fully satisfied with the same. Each Party affirms and acknowledges that it has been, or had the opportunity to be represented by legal counsel of its choice.

Section 7.07 THIRD PARTY BENEFICIARIES. This Agreement was created for the benefit of the Executive Director and/or any employees hired by the Authority as third party beneficiaries.

Section 7.08 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter, except as otherwise provided herein.

Section 7.09 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 7.10 SURVIVAL. The indemnifications, limitations, releases, obligations, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement will survive the expiration or earlier termination of this Agreement.

Section 7.11 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances including, but are not limited to: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed.

(Remainder of page intentionally left blank)

Signature Page for Cass County

The Governing Body of Cass County, North Dakota approved this Agreement on the _____
of _____, 2019.

Cass County, North Dakota
Board of Commissioners

By: _____
Chad Peterson, Chair

ATTEST:

Michael Montplaisir, County Finance Director

Signature Page for the Metro Flood Diversion Authority

The Governing Body of the Metro Flood Diversion Authority approved this Agreement on the _____ of _____, 2019.

Metro Flood Diversion Authority

By: _____
Kevin Campbell, Vice Chair

ATTEST:

Heather Worden, Secretary

EXHIBIT A
CASS COUNTY EMPLOYEE HANDBOOK

[See Following Pages]

EXHIBIT B
INTERIM MEMORANDUM OF UNDERSTANDING

[See Following Pages]

**AGREEMENT FOR PAYMENT OF COSTS OF WORK NECESSARY TO PREPARE
APPLICATIONS NECESSARY TO COMPLETE RELOCATION PROJECT**

This Agreement (“Agreement”) is made and entered into effective as of _____, 2019 by and between the **METRO FLOOD DIVERSION AUTHORITY**, a North Dakota political subdivision, whose post office address is P.O. Box 2806, Fargo, ND 58108-2806 (the “Diversion Authority”) and **NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.**, a Delaware limited partnership with its principal office at 19003 IH-10 West, San Antonio, TX 78257 (“NuStar”). Collectively, Diversion Authority and NuStar may be referred to hereinafter as the “Parties.”

RECITALS

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

WHEREAS, NuStar owns and operates a pipeline system known as the North System Pipeline, which extends from the Tesoro Refinery in Mandan, North Dakota, to a terminal in Roseville, Minnesota (the “Pipeline”);

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

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

WHEREAS, the Diversion Authority has indicated to NuStar that it desires NuStar’s Relocation Project to be complete at a time to be determined, but as soon as the fall of 2020;

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

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

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

WHEREAS, in order to potentially be in a position to complete the Relocation Project within the 2020 construction season as indicated by the Diversion, the Application-Related Work needs to be completed during the 2019 survey season so that the CCC/RP application may be filed with the NDPSC, and the NDPSC process completed, and any other necessary permits, approvals, and/or authorizations obtained, in time for NuStar to do the Relocation Project work in the 2020 construction season;

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

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

WHEREAS, the Diversion Authority understands and acknowledges that the timing of the Relocation Project is not within NuStar's sole control and NuStar does not, by entering into this Agreement, commit to completing the Relocation Project during the 2020 construction season or otherwise;

WHEREAS, the Diversion Authority understands and acknowledges that, depending upon the Diversion Authority's decision as to the location for the Diversion, including but not limited to Drain 14, and/or the specifications for the Relocation Project, NuStar may not presently have the land rights necessary to complete the Relocation Project and may be unable to obtain those land rights at all or at an early enough date for NuStar to commence and/or complete the Relocation Project work in the 2020 construction season;

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

WHEREAS, this Agreement shall not create an obligation for NuStar to complete the Relocation Project until at least such time as (a) the same is approved by NuStar's management and, if required, the Board of Directors of NuStar GP, LLC, the general partner of the general partner of NuStar Energy L.P., which wholly owns NuStar, and (b) execution of the MOU; and

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

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

AGREEMENT

1. Recitals. The foregoing Recitals are substantive in nature and incorporated by reference as though fully set forth herein.
2. Application-Related Work. NuStar shall use reasonable efforts to complete the Application-Related Work as promptly as reasonably practicable. NuStar shall work diligently to try to be in a position of owning the necessary land rights and having the necessary internal and governmental approvals so that NuStar could complete the Relocation Project in 2020, if possible, and if requested to do so by the Diversion Authority. Notwithstanding the foregoing, the Diversion acknowledges and agrees that NuStar does not, by entering into this Agreement, represent that it will in fact be in a position to complete the Relocation Project in 2020.
3. Budget. The Diversion Authority agrees to reimburse NuStar and/or directly pay invoices by NuStar's contractors for Application-Related Work Expenses in an amount not-to-exceed four hundred thousand dollars (\$400,000). The Diversion Authority understands and acknowledges that this amount is an estimate and additional funding may be needed in order for NuStar to complete the Application-Related Work. In the event the Diversion Authority directs NuStar to perform additional services, the Diversion Authority agrees to compensate NuStar accordingly for those additional services. NuStar will make reasonable efforts to complete the Application-Related Work Expenses within the budget and will keep the Diversion Authority informed of progress toward that end so that the budget or work effort can be adjusted if necessary. NuStar is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the Diversion Authority obligated to reimburse NuStar beyond these limits. The Diversion Authority agrees not to unreasonably withhold its direction to NuStar to perform additional work even if doing so would result in expenses in excess of the estimated amount. When any budget has been increased, NuStar's costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.
4. Invoicing and Reimbursement. The Diversion Authority agrees to reimburse NuStar for Application-Related Work Expenses, provided that NuStar provides invoices that adequately substantiate the materials and labor being charged for therein. The Diversion Authority will pay the Application-Related Work Expenses within 30 days of the Diversion Authority's receipt of said invoices.
 - a) NuStar shall deliver invoices to the Diversion Authority for Application-Related Work Expenses within 60 days of NuStar's payment of the same. NuStar must review each invoice before it is sent to the Diversion Authority to determine its accuracy and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be entered into the Aconex system and processed by the Diversion Authority for the following month.
 - b) NuStar must submit the invoice(s) to:

Metro Flood Diversion Authority
c/o Nathan Boerboom
N.Boerboom@cityoffargo.com

And

APIInvoicesFMDiv@ch2m.com

- c) NuStar's invoices must be detailed and precise. NuStar's invoices must clearly indicate fees and expenses for the current billing period month and include at least the following information:
- i. NuStar's name and address;
 - ii. NuStar's federal employer identification number;
 - iii. Unique invoice number;
 - iv. Billing period;
 - v. Description of each activity performed for each day in which services were performed;
 - vi. Work order number associated with each activity;
 - vii. Name, billing rate, and hours worked by each person involved in each activity;
 - viii. Total amount of fees and costs "billed to date," including the preceding months;
 - ix. Preferred remittance address, if different from the address on the invoice's coversheet;
 - x. All of the work performed during that billing period; and
 - xi. 20% overhead related to third party costs.
- d) After the Diversion Authority receives NuStar's invoice, the Diversion Authority will either process the invoice for payment or give NuStar specific reasons, in writing within fifteen (15) business days, why part or all of the Diversion Authority's payment is being withheld and what actions NuStar must take to receive the withheld amount.
- e) In the event of disputed billing, only the disputed portion will be withheld from payment, and the Diversion Authority shall pay the undisputed portion. The Diversion Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to NuStar.
- f) Payment does not imply acceptance of services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, NuStar must credit any payment in error from any payment that is due or that may become due to NuStar under this Agreement.
- g) NuStar may charge the Diversion Authority interest at the rate of one-half percent (1/2%) per month, or that permitted by law if lesser, on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will first be credited to interest and then to principal.

- h) If the Diversion Authority fails to make a payment in full within thirty (30) days of the date due for any undisputed billing, NuStar may, after giving seven (7) days' written notice to the Diversion Authority, suspend services under the Agreement until paid in full, including interest. In the event of suspension of services, NuStar will have no liability to the Diversion Authority for delays or damages caused by the Diversion Authority because of such suspension.

5. Term. This Agreement shall automatically terminate upon execution of the MOU between the Parties. Upon execution of the MOU, this Agreement shall no longer bind the Parties; provided, however, that the Diversion Authority's payment obligations for Application-Related Work Expenses incurred hereunder shall survive termination of this Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the Application-Related Work and supersedes all prior agreements, written or oral, between the Parties relating to the subject matter hereof.

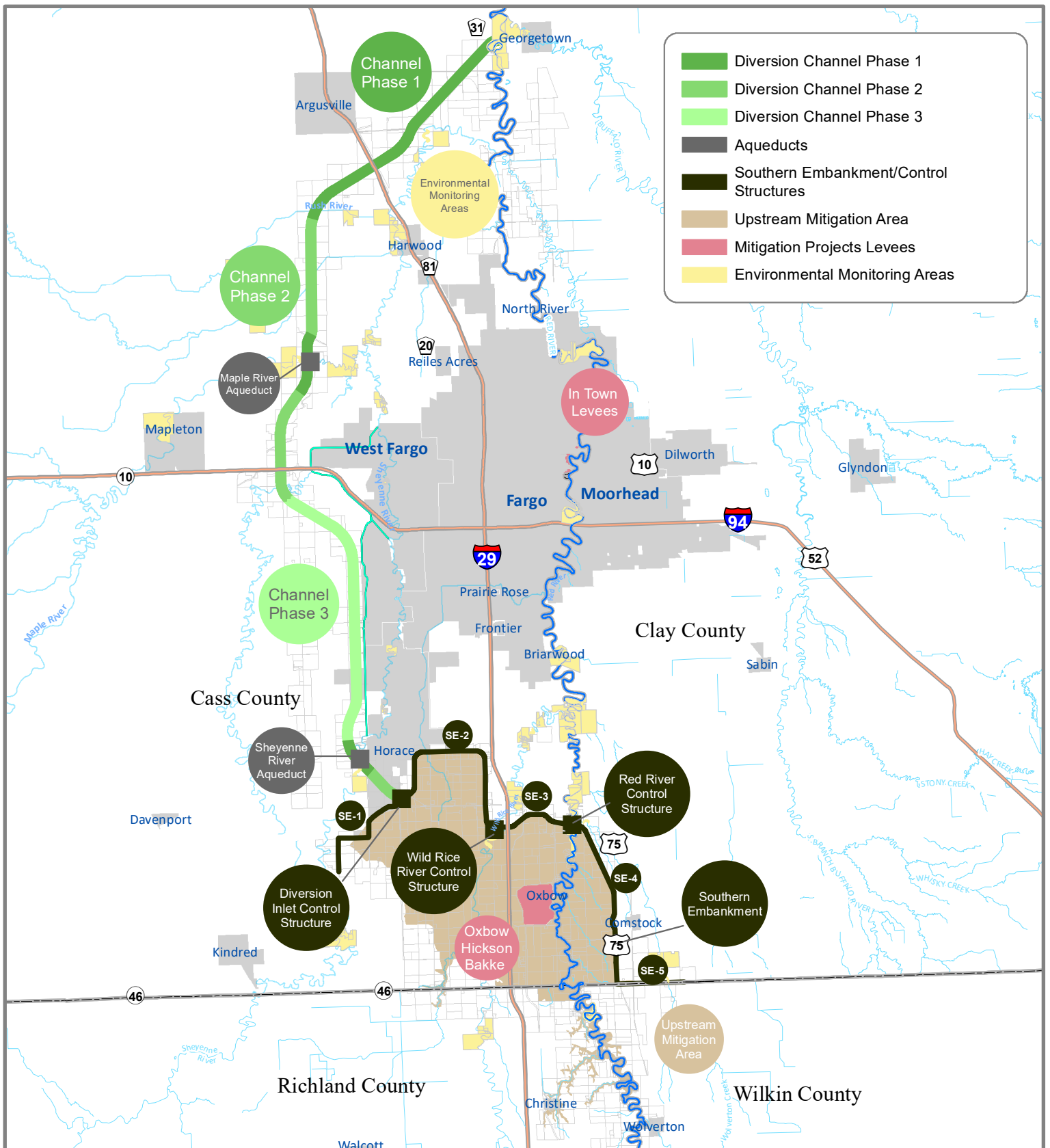
7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Dakota, without giving effect to the conflicts of law principles thereof.

8. Counterparts. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows.)

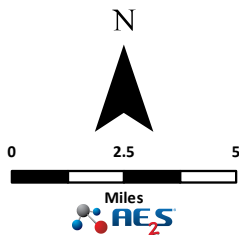
IN WITNESS WHEREOF, the Parties have executed this instrument as of the date first above written.

METRO FLOOD DIVERSION AUTHORITY	NUSTAR PIPELINE OPERATING PARTNERSHIP L.P. , by and through its general partner, NuStar Pipeline Company, LLC
By: _____ Mary Scherling, Chair	By: _____
By: _____ Heather Worden, Secretary	Name: _____
	Title: _____



- Diversion Channel Phase 1
- Diversion Channel Phase 2
- Diversion Channel Phase 3
- Aqueducts
- Southern Embankment/Control Structures
- Upstream Mitigation Area
- Mitigation Projects Levees
- Environmental Monitoring Areas

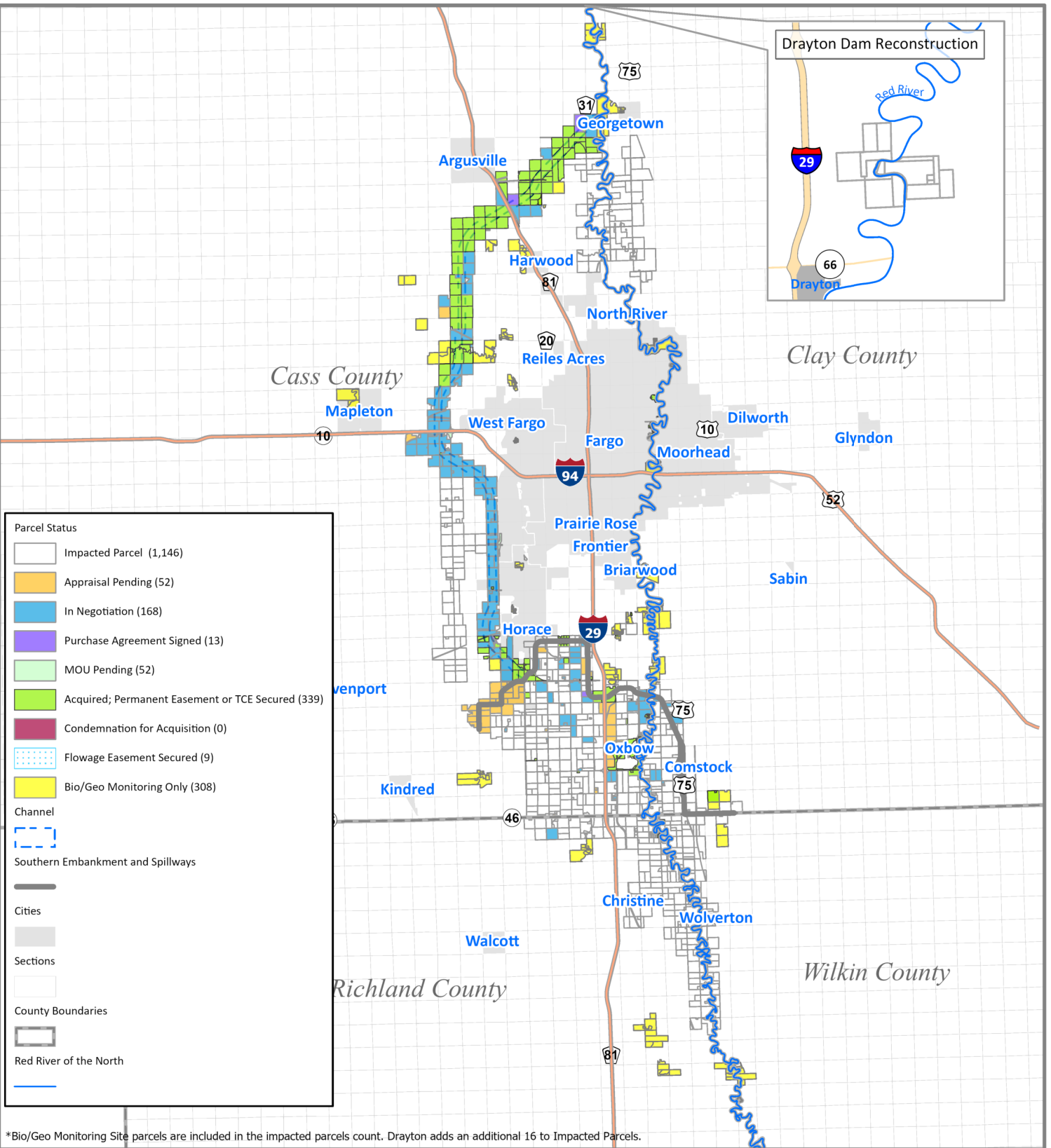
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey. Coordinate System: NAD 1983 UTM Zone 14N | Edited by: cwickenheiser
 C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Overall LA Maps\PropertyAcquisitionSevenPhaseMap8x11.mxd



FM AREA DIVERSION KEY ACQUISITION AREAS

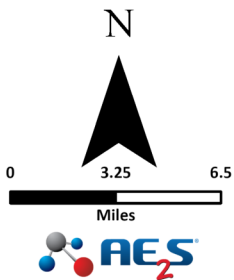
Map Date: 12/11/2019





*Bio/Geo Monitoring Site parcels are included in the impacted parcels count. Drayton adds an additional 16 to Impacted Parcels.

Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
 Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\FMDiversionParcelStatus.aprx, Layout: PropertyAcquisitionStatusReport_8x11



PROPERTY ACQUISITION STATUS REPORT

Date: 12/10/2019



Cultural Mitigation Areas

Sheyenne River Site #1

(32-CS-201) Target Completion: Complete



3 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural Mitigation (Excavation) Complete

North of Maple River Site

(32-CS-5139) Target Completion: Complete



3 parcels total

(Part of Channel Phase 1)

Phase 2 Cultural Investigation complete.

Archaeological Monitoring required during construction.

Sheyenne River Site #2

(32-CS-5126) Target Completion: Spring 2020



1 parcel total

(Part of Channel Phase 1)

Phase 2 Cultural Investigation will commence Spring 2020

South of Maple River Site

(32-CS-5127) Target Completion: Complete



3 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural Mitigation (Excavation) Complete

Drain 14 Site

(32-CS-5135) Target Completion: Spring 2020



1 parcel total

(Part of Channel Phase 2)

Phase 2 Cultural Investigation in work. Preliminary Cultural Corings will occur Winter 2019/2020. Additional work planned Spring 2020.

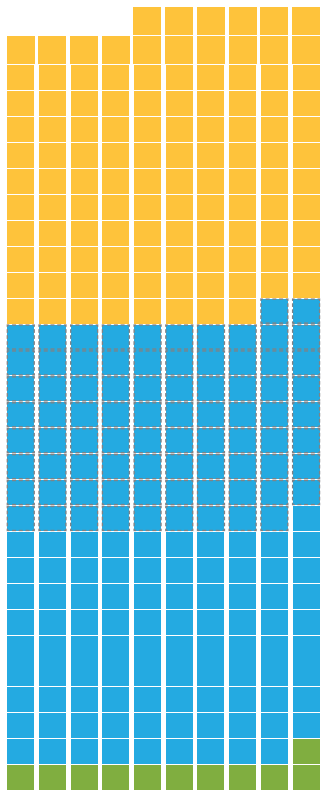
-  Appraisal Pending
-  In Negotiation
-  Agreement Signed
-  Acquired Parcel
-  Condemnation
-  Change from last report

Environmental Monitoring Areas (BIOGEO)

North Dakota

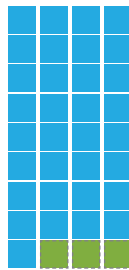
Minnesota

Cass County



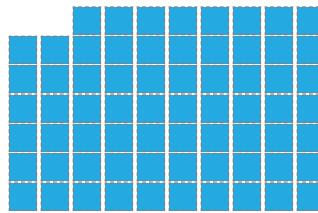
277 parcels total

Richland County



36 parcels total

Clay County



67 parcels total

Wilkin County

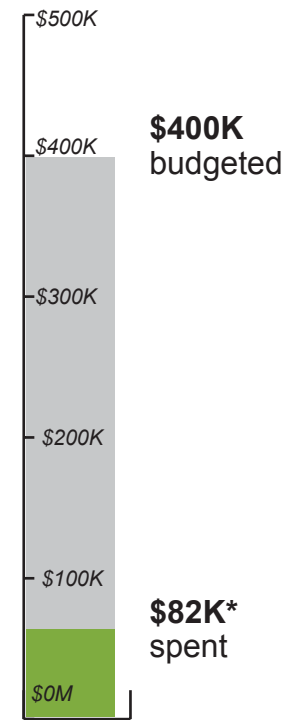


9 parcels total

- Easement Document in Work
- ROE Granted
- USACE Easement Bounds In Work
- Preliminary COS In Work

- In Negotiations
- Bio/Geo Easement Secured
- Change from last report
- On Hold

Hard Costs paid to Property Owners



*includes payments for monuments and easements.

- Budgeted
- Purchase Agreement
- Spent

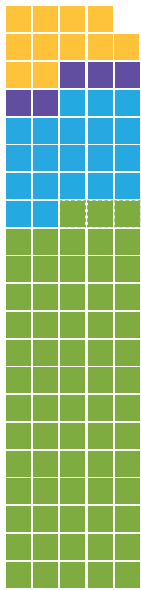
Diversions Channel



Phase 1

(WP LAP01)

Target Completion:
Fall 2020



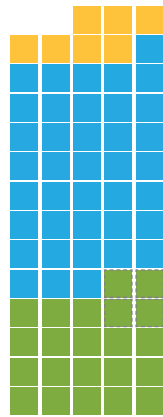
104 parcels total

- 11 Appraisal/MOU Pending
- 20 In Negotiation
- 5 Agreement Signed
- 68 Acquired Parcel/ TCE Secured
- 0 Condemnation
- Change from last report

Phase 2

(WP LAP02)

Target Completion:
Fall 2020



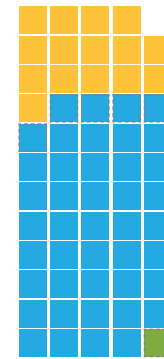
68 parcels total

- 7 Appraisal/MOU Pending
- 39 In Negotiation
- 0 Agreement Signed
- 22 Acquired/TCE Secured
- 0 Condemnation
- Change from last report

Phase 3

(WP LAP03)

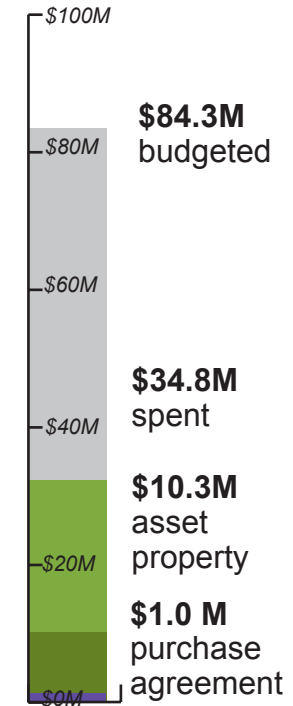
Target Completion:
Fall 2020



59 parcels total

- 15 Appraisal/MOU Pending
- 43 In Negotiation
- 0 Agreement Signed
- 1 Acquired Parcel/TCE Secured
- 0 Condemnation
- Change from last report

Hard Costs paid to Property Owners



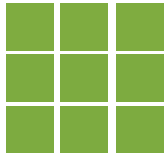
- Budgeted
- Purchase Agreement
- Spent
- Asset Property

Southern Embankment Control Structures

Diversion Inlet Control Structure

(WP 26)

Targeted Completion: Complete



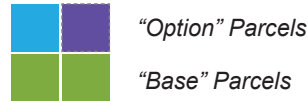
9 parcels total

- 0 Appraisal Pending
- 0 In Negotiation
- 0 Agreement Signed
- 9 Acquired/ TCE Secured
- Condemnation
- Change from last report

Wild Rice Control Structure

(WP 30)

Target Completion: April 17, 2020
for "option" parcels



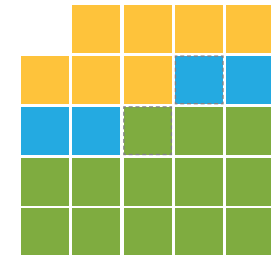
4 parcels total

- 0 Appraisal Pending
- 1 In Negotiation
- 1 Agreement Signed
- 2 Acquired/ TCE Secured
- Changed from last report

Red River Control Structure

(WP 35)

Target Completion: July 2021



24 parcels total

- 7 Appraisal Pending
- 4 In Negotiation
- 0 Agreement Signed
- 13 Acquired/ TCE Secured
- Changed from last report

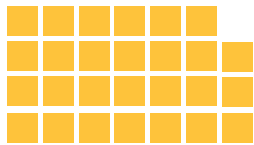
Southern Embankment

Southern Embankment

(WP Reach SE-1 to SE-5 and I29)
Targeted Completion: September 2025

124 parcels total

SE-1 Target Completion: Sept. 2020



SE-2 Target Completion: Nov. 2021 & Oct. 2022



SE-3 Target Completion: Sept. 2025

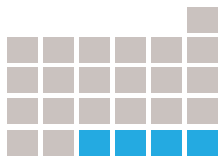


I29 Target Completion: Sept. 2020



ND

SE-4 Target Completion: Oct. 2023



SE-5 Target Completion: Sept. 2024



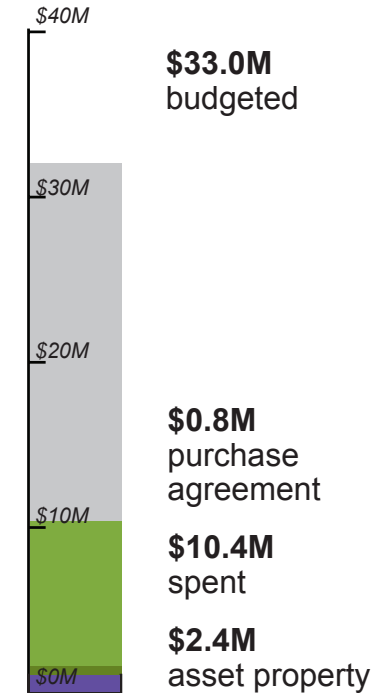
MN

- 39 Appraisal/ MOU Pending
- 10 In Negotiation
- 0 Agreement Signed

- 22 Acquired/ TCE Secured
- 0 Condemnation
- Change from last report

Southern Embankment & Control Structures

Hard Costs paid to Property Owners



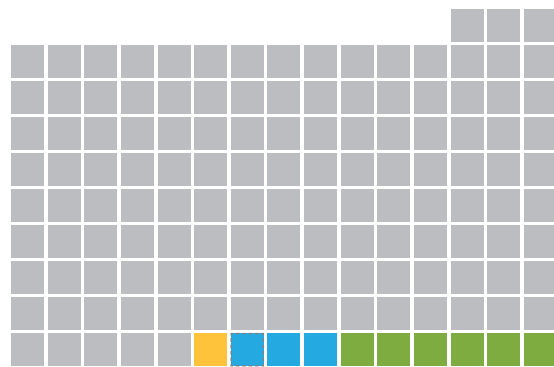
- Budgeted
- Purchase Agreement
- Spent
- Asset Property



Upstream Mitigation Area-MN (UMA)

Flowage Easements without structures (MN)

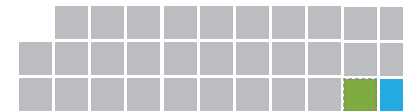
Approximately 138 parcels in MN



- 1 Appraisal/MOU Pending
- 3 In Negotiation
- 0 Agreement Signed
- 6 Flowage Easement Secured
- 0 Condemnation
- Changed

Flowage Easement Structure Sites (MN)

Approximately 32 parcels in MN

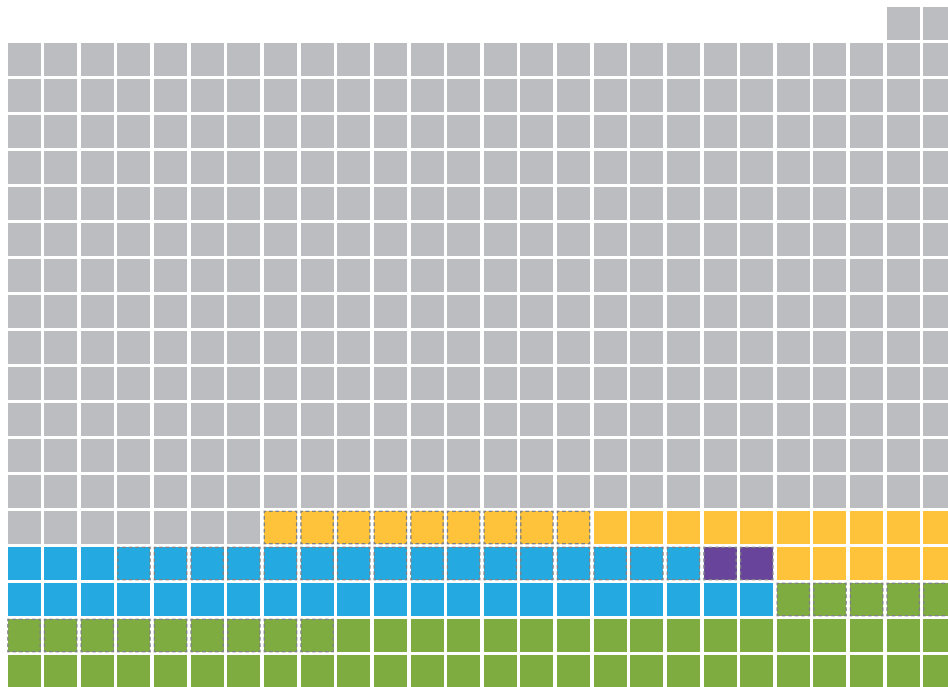


- 0 Appraisal/MOU Pending
- 1 In Negotiation
- 0 Agreement Signed
- 1 Flowage Easement Secured
- Condemnation
- Changed

Upstream Mitigation Area-ND (UMA)

Flowage Easements without structures (ND)

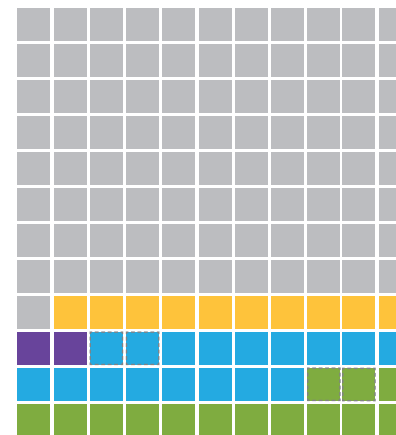
Approximately
471 parcels in ND



- 24 Appraisal/MOU Pending
- 40 In Negotiation
- 2 Agreement Signed
- 57 Flowage Easement Secured
- 0 Condemnation
- Changed

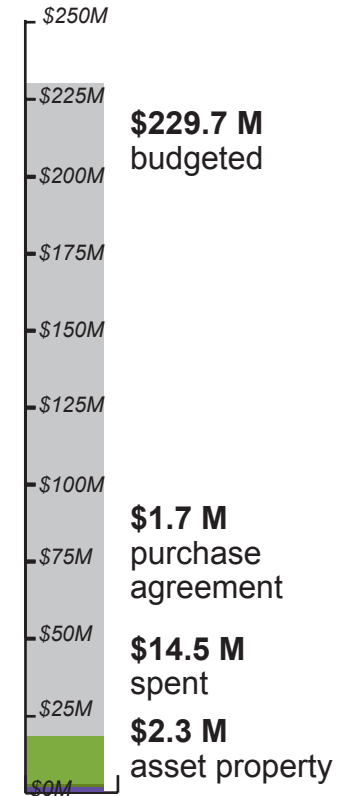
Flowage Easement Structure Sites (ND)

Approximately
132 parcels in ND



- 10 Appraisal/MOU Pending
- 17 In Negotiation
- 2 Agreement Signed
- 14 Flowage Easement Secured
- Condemnation
- Changed

ND + MN UMA Hard Costs paid to Property Owners



- Budgeted
- Purchase Agreement
- Spent
- Asset Property

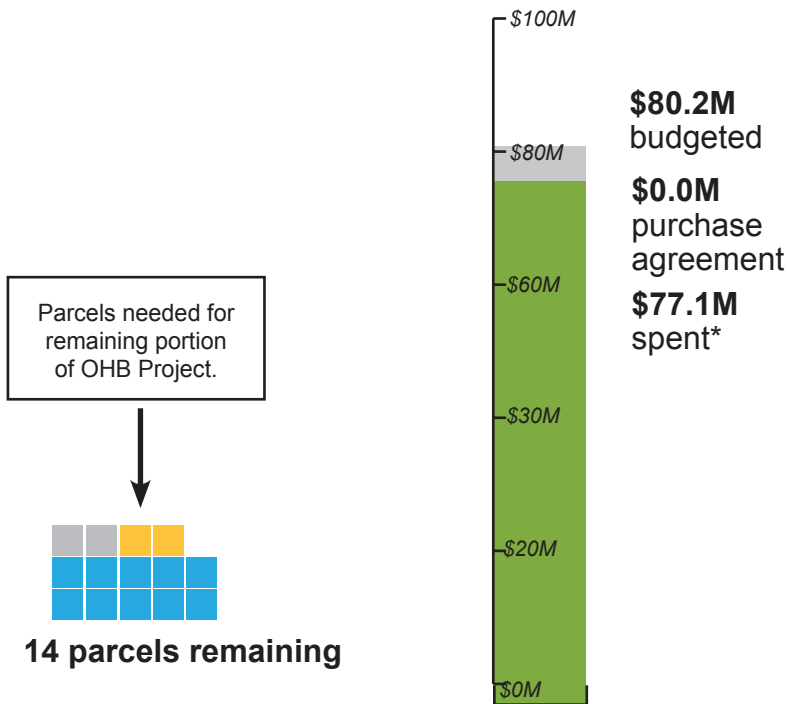
OHB Projects



OHB Ring Levee

WP 43

Hard Costs paid to Property Owners



* Includes parcels purchased outside the OHB Ring Levee

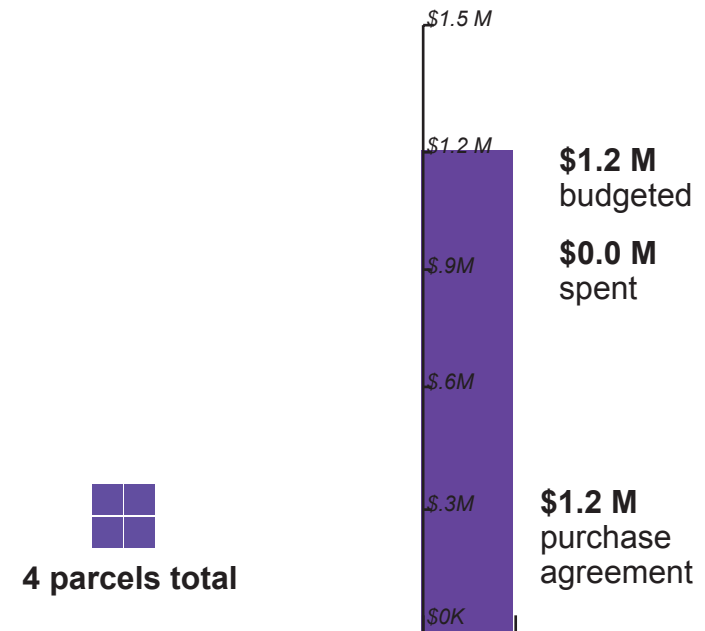
- 2 Appraisal Pending
- 8 In Negotiation
- 4 Agreement Signed
- 0 Acquired Parcel
- 0 Condemnation
- Changed from last report

- Budgeted
- Purchase Agreement
- Spent
- Asset Property

Hickson Main Ave ROW

WP 43D5

Hard Costs paid to Property Owners



- 0 Appraisal Pending
- 0 In Negotiation
- 4 Agreement Signed
- 0 Acquired Parcel
- 0 Condemnation
- Changed from last report

- Budgeted
- Purchase Agreement
- Spent
- Asset Property

FM Metropolitan Area Flood Risk Management Project
 Fiscal Accountability Report Design Phase (Fund 790)
 As of 11/30/19

	2011	2012	2013	2014	2015	2016	2017	2018	2019	Cumulative Totals
Revenues										
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	35,212,877	31,790,784	30,068,553	29,496,713	189,421,212
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	111,715,540	14,193,826	14,066,719	13,689,963	216,518,332
State Water Commission			3,782,215	602,918	31,056,740	101,436,302	23,650,143	10,229,504	24,057,509	194,815,331
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	-	-	706,805
Reimbursements						33,880	49,699	31,034	22,600	137,213
Lease/Rental Payments			17,358	154,180	180,341	260,806	350,720	466,494	711,292	2,141,191
Asset Sales				616,774	315,892	175,190	117,079	-	-	1,224,935
Interest Income							505,157	1,246,875	1,665,786	3,417,818
Miscellaneous			226	626	427		-	356	-	1,635
Total Revenues	984,751	17,005,957	19,517,490	44,425,900	94,465,340	235,574,227	70,657,409	56,109,535	69,643,864	608,384,472
Expenditures										
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	1,230,000	-	-	53,159,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	545,555	500,885	958,066	924,189	3,896,177
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,719,505	2,631,656	2,426,701	2,053,676	32,347,125
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	8,464,392	14,714,801	7,061,890	6,855,301	57,774,843
7925 WIK - Recreation		163,223							40,000	203,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	46,717,049	40,728,316	8,758,761	22,301,910	198,123,292
7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566	35,457	4,354	5,702	2,222,501
7940 WIK Mitigation - North Dakota				587,180			225,293	100,316	12,357	925,146
7941 WIK Mitigation - Minnesota										
7950 Construction - North Dakota				1,738,638	19,269,055	42,263,916	5,976,235	805,378	18,273,720	88,326,941
7951 Construction - Minnesota										
7952 Construction - O/H/B				11,282,504	5,044,001	776,720	7,365,462	7,478,270	536,770	32,483,727
7955 Construction Management				556,209	2,867,422	5,182,366	1,498,050	294,744	646,582	11,045,373
7980 Operations & Maintenance							6,403	28,538	41,493	76,435
7990 Project Financing		50,000	70,000	216,376	566,600	5,435,289	8,305,600	9,975,391	10,321,353	34,940,609
7995 Project Eligible - Off Formula Costs										
7999 Non Federal Participating Costs	116						221,568			221,684
Total Expenditures	984,750	17,005,957	11,990,261	45,324,414	95,896,147	161,199,358	83,439,726	37,892,409	62,013,053	515,746,075

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
November 30, 2019

	<u>Amount</u>
Assets	
Cash	\$ 90,012,226
Receivables	
State Water Commission *	3,699,516
Proceeds from Oxbow Lot Sales	499,674
Total assets	<u>94,211,416</u>
Liabilities	
Retainage payable	1,570,519
Rent Deposit	2,500
Total liabilities	<u>1,573,019</u>
NET POSITION	<u>\$ 92,638,397</u>

* Receivable balance is as of 10.31.2019

FM Metropolitan Area Flood Risk Management Project
 FY 2019 Summary Budget Report (In Thousands)
 As of 30 Nov 2019

	2019 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	-	3,127	29,497			
Cass County	-	1,504	13,690			
State of ND - 50 % Match	-	-	11,664			
State of ND - 100% Match	-	3,700	12,394			
State of Minnesota	-	-	-			
Other Agencies	-	-	-			
Financing Proceeds	-	70	1,675			
Reimbursements	-	23	23			
Sales of Assets	-	-	-			
Property Income	-	22	711			
Miscellaneous	-	-	-			
Total Revenue Sources	162,723	8,445	69,653	-	-	93,070
Funds Appropriated						
Diversion Channel & Assoc. Infrastructure	14,948	289	1713	0%	3,956	9,279
Southern Embankment & Assoc. Infrastructure	1,136	165	867	76%	1,637	(1,368)
Other Mitigation Projects	3,960	12	891	22%	649	2,421
In-Town Flood Protection	50,509	56	18635	37%	1,520	30,354
Enabling Work / Other	656	-	259	0%	-	397
Land Acquisition & Mitigation	66,519	4,114	21033	32%	57,951	(12,465)
Engineering & Design Fees	3,813	118	1975	52%	3,935	(2,097)
Program Management	11,154	878	6637	60%	81,933	(77,416)
Contingency	-	-	0	0%	-	-
Debt Service	9,996	1,622	9963	100%	420	(387)
Maintenance	32	-	41	130%	-	(9)
Total Appropriations	162,724	7,254	62,013	38%	152,002	(51,291)

METRO FLOOD DIVERSION AUTHORITY

Tuesday, December 10, 2019

Data Through Date: Saturday November, 30 2019

Summary of Expenses

EXP-2019-11

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-7910-429.11-00	11/21/2019	300558	CASS COUNTY FINANCE	\$16,250.00	FM DIVERSION PAYROLL EXP	V00106	EXECUTIVE DIRECTOR
Full Time Staff / Salary				\$16,250.00			
790-7910-429.20-01	11/21/2019	300558	CASS COUNTY FINANCE	\$1,330.00	FM DIVERSION PAYROLL EXP	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Health Insurance				\$1,330.00			
790-7910-429.20-03	11/21/2019	300558	CASS COUNTY FINANCE	\$40.00	FM DIVERSION PAYROLL EXP	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Dental Insurance				\$40.00			
790-7910-429.21-01	11/21/2019	300558	CASS COUNTY FINANCE	\$963.57	FM DIVERSION PAYROLL EXP	V00106	EXECUTIVE DIRECTOR
Employee Benefits / FICA 6.2%				\$963.57			
790-7910-429.21-02	11/21/2019	300558	CASS COUNTY FINANCE	\$225.35	FM DIVERSION PAYROLL EXP	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Medicare 1.45%				\$225.35			
790-7910-429.22-07	11/21/2019	300558	CASS COUNTY FINANCE	\$1,992.25	FM DIVERSION PAYROLL EXP	V00106	EXECUTIVE DIRECTOR
Employee Benefits / Retirement Diversion				\$1,992.25			
790-7910-429.25-00	11/21/2019	300558	CASS COUNTY FINANCE	\$150.63	FM DIVERSION PAYROLL EXP	V00106	EXECUTIVE DIRECTOR
Workers Compensation / Unemployment				\$150.63			
790-7910-429.33-20	11/25/2019	JB11190026	CITY OF FARGO-AUDITORS OFFICE	\$5,203.31	CHARGE FOR COF TIME-11/19	V00102	General & Admin. WIK
Other Services / Accounting Services				\$5,203.31			
790-7910-429.33-25	12/4/2019	766	P CARD BMO	\$59,687.12	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$59,687.12			
790-7910-429.34-20	11/7/2019	300323	RED RIVER BASIN COMMISSION	\$1,000.00	CONF SPONSORSHIP	V00102	General & Admin. WIK
	11/14/2019	300493	ND WATER EDUCATION FOUNDATION	\$500.00	OCT ND WATER MAGAZINE	V05701	ND WATER MAGAZINE OUTRCH
Technical Services / Marketing/PR Services				\$1,500.00			
790-7910-429.53-20	11/7/2019	300246	CASS COUNTY FINANCE	\$247.33	DIRECTOR EXPENSES	V00106	EXECUTIVE DIRECTOR
	11/27/2019	300716	CASS COUNTY FINANCE	\$87.85	PAYROLL EXPENSE-DIVERSION	V00106	EXECUTIVE DIRECTOR
Communications / Cellular Phone Service				\$335.18			
790-7910-429.53-60	11/27/2019	300716	CASS COUNTY FINANCE	\$400.00	PAYROLL EXPENSE-DIVERSION	V00106	EXECUTIVE DIRECTOR
Communications / Other Communications				\$400.00			
790-7910-429.57-60	11/27/2019	300716	CASS COUNTY FINANCE	\$2,279.40	PAYROLL EXPENSE-DIVERSION	V00106	EXECUTIVE DIRECTOR
Out of State Travel / Out of State Travel Expense				\$2,279.40			

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790-7910-429.61-10	11/7/2019	300246	CASS COUNTY FINANCE	\$55.00	DIRECTOR EXPENSES	V00106	EXECUTIVE DIRECTOR
	11/27/2019	300716	CASS COUNTY FINANCE	\$395.00	PAYROLL EXPENSE-DIVERSION	V00106	EXECUTIVE DIRECTOR
General Supplies / Office Supplies				\$450.00			
790-7910-429.68-30	11/7/2019	300246	CASS COUNTY FINANCE	\$267.80	DIRECTOR EXPENSES	V00106	EXECUTIVE DIRECTOR
	11/27/2019	300716	CASS COUNTY FINANCE	\$195.33	PAYROLL EXPENSE-DIVERSION	V00106	EXECUTIVE DIRECTOR
Miscellaneous / Meeting Incidentals				\$463.13			
790-7910-429.74-11	11/7/2019	300246	CASS COUNTY FINANCE	\$3,576.03	DIRECTOR EXPENSES	V00106	EXECUTIVE DIRECTOR
	11/27/2019	300716	CASS COUNTY FINANCE	\$106.73	PAYROLL EXPENSE-DIVERSION	V00106	EXECUTIVE DIRECTOR
Capital Outlay / Computer Equipment				\$3,682.76			
790-7910-429.74-12	11/7/2019	300246	CASS COUNTY FINANCE	\$853.50	DIRECTOR EXPENSES	V00106	EXECUTIVE DIRECTOR
Capital Outlay / Computer Software				\$853.50			
790-7915-429.33-05	11/21/2019	300595	HOUSTON-MOORE GROUP LLC	\$23,347.50	HYDROLOGY/HYDRAULIC MODEL	V01625	HYDROLOGY/HYDRAULIC MODEL
	11/21/2019	300595	HOUSTON-MOORE GROUP LLC	\$950.00	HYDROLOGY/HYDRAULIC MODEL	V01625	HYDROLOGY/HYDRAULIC MODEL
	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$10,187.78	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$7,205.00	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$144,446.64	GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN
	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$380.00	HYDROLOGY/HYDRAULIC MODEL	V01625	HYDROLOGY/HYDRAULIC MODEL
	11/27/2019	300702	AECOM TECHNICAL SERVICES, INC	\$17,231.51	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
Other Services / Engineering Services				\$203,748.43			
790-7920-429.33-05	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$58,576.90	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
Other Services / Engineering Services				\$58,576.90			
790-7920-429.33-79	11/21/2019	300561	CH2M HILL ENGINEERS INC	\$497,354.25	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
	11/21/2019	300561	CH2M HILL ENGINEERS INC	\$223,574.89	PROJECT SERVICES	V00212	P3 PROCUREMENT SUPPORT
	11/27/2019	300804	OXBOW, CITY OF	\$1,552.75	MOORE ENGINEERING, INC	V02421	OXBOW MOU-MOORE PROJ MGMT
Other Services / Construction Management				\$722,481.89			
790-7930-429.33-05	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$6,375.00	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$70,999.56	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$30,840.76	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$37,595.28	PROSOURCE TECHNOLOGIES LL	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,450.00	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$64,316.76	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE

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	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$20,913.28	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$20,088.00	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$42,247.59	PROSOURCE TECHNOLOGIES LL	V01201	Cass Joint Water ROE
	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$18,745.56	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
Other Services / Engineering Services				\$313,571.79			
790-7930-429.33-25	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$11,000.46	OHNSTAD TWICHEEL, P.C.	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$873.50	OHNSTAD TWICHEEL, P.C.	V01203	Cass Joint Water OHB
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$5,185.00	OHNSTAD TWICHEEL, P.C.	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$2,968.50	OHNSTAD TWICHEEL, P.C.	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$16,635.50	OHNSTAD TWICHEEL, P.C.	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$10,626.00	OHNSTAD TWICHEEL, P.C.	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$572.00	OHNSTAD TWICHEEL, P.C.	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$960.00	OHNSTAD TWICHEEL, P.C.	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$1,143.00	OHNSTAD TWICHEEL, P.C.	V01201	Cass Joint Water ROE
	12/4/2019	766	P CARD BMO	\$1,658.62	Ohnstad Twichell PC	V00103	General & Admin. LERRDS
	12/4/2019	766	P CARD BMO	\$64,535.75	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$17,786.89	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$422.20	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,874.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$10,885.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$26,657.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$9,149.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$438.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$77.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$113.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$110.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,991.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,016.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,188.58	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$37,036.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$4,112.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$4,107.39	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$380.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
Other Services / Legal Services				\$238,504.39			

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790-7930-429.33-32	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$26,500.00	CROWN APPRAISALS	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$12,250.00	INTEGRA REALTY RESOURCES	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$7,500.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$3,500.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$63,500.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$52,600.00	INNOVATIVE ABSTRACT & TIT	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$16,500.00	CROWN APPRAISALS	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,500.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,500.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$3,500.00	GE BOCK REAL ESTATE LLC	V01201	Cass Joint Water ROE
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$12,075.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
	Other Services / Appraisal Services				\$204,925.00		
790-7930-429.33-79	11/21/2019	300561	CH2M HILL ENGINEERS INC	\$215,980.02	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$215,980.02			
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	BR FARMS LLLP	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	ZDEB FAMILY TRUST	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$1,500.00	BREI ESTATES LLLP	V01201	Cass Joint Water ROE
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$5,000.00	MATTHEW MOHR	V01201	Cass Joint Water ROE
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	REX AND NANCY BYRD	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	THEODORE AND PAULA ROERS	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	DOUGLAS KUHN	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$2,500.00	ARTHUR MATHISON REVOCABLE	V01201	Cass Joint Water ROE
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$2,750.00	ORTEN & SANDRA BRODSHAUG	V01201	Cass Joint Water ROE
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	LEE AND JANICE OTOS	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	DONLAD OTOS	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	ORTON PERHUS	V01201	Cass Joint Water ROE
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$1,050.00	LARRY BRANDT TRUST	V01201	Cass Joint Water ROE
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	DORIS KYLLO	V01201	Cass Joint Water ROE
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	C ALLAN & GLADYS AMUNDSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	TROY AMUNDSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$250.00	TRENT AMUNDSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	ROBERT BISHOP	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	MICHAEL AND LINDA APPERT	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	MATTHEW SONDRAL	V01704	ND LAND - BIOTIC GEO MORP

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790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$2,250.00	LINDA BELLEMARE	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	ANISE DAHLQUIST	V01704	ND LAND - BIOTIC GEO MORP
Technical Services / Right of Entry Requests				\$24,550.00			
790-7930-429.41-05	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$32.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$118.20	CITY OF FARGO	V01703	ND LAND PURCH - IN TOWN
790-7930-429.41-05	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$118.20	CITY OF FARGO	V01703	ND LAND PURCH - IN TOWN
Utility Services / Water and Sewer				\$330.10			
790-7930-429.52-10	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	-\$638.99	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	-\$243.18	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	-\$119.05	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$30.00	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$2,937.52	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	-\$49.86	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$1,292.23	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$2,890.72	MARSH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$231.99	MARCH & MCLENNAN AGENCY	V01701	ND LAND PURCH-OUT OF TOWN
Insurance / Property Insurance				\$6,331.38			
790-7930-429.62-50	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$34.25	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$39.87	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
Energy / Natural Gas				\$74.12			
790-7930-429.62-51	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$6.21	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$94.48	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$20.34	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$45.28	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$54.60	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$37.27	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$72.99	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$46.40	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$56.31	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$193.90	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$112.53	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN

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	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$90.92	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$20.66	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$45.87	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$46.42	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$73.95	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$185.56	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$117.03	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
Energy / Electricity				\$1,320.72			
790-7930-429.67-11	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$567.56	GREG AND MARY BEYER	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$15,954.03	JOSEPH MERZ	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$4,740.00	GEORGE AND NIURIS LEHER	V01702	ND LAND PURCHASE-HARDSHIP
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$10,600.00	GREG AND MARY BEYER	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$4,348.00	JOSEPH MERZ	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$4,000.00	THE LITTLE BLIND SHOP	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$40,209.59			
790-7930-429.71-30	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$11,007.68	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$1,000.00	GREG AND MARY BEYER	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$1,160,482.18	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$10,000.00	BRIAN AND EMILY POTTER	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$830,527.20	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$975,840.92	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$323,135.78	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$12,431.73	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	11/25/2019	JB11190029	CITY OF FARGO-AUDITORS OFFICE	-\$1,000.00	RCLS PORTION CCJWRD PMT	V01701	ND LAND PURCH-OUT OF TOWN
	11/27/2019	JB11190034	CITY OF FARGO-AUDITORS OFFICE	\$400.00	RCLS OIN 1128 RENT REV	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$3,323,825.49			
790-7931-429.62-51	11/7/2019	300245	CASS COUNTY JOINT WATER RESOURCE DI	\$184.21	RED RIVER VALLEY COOPERAT	V02302	MN LAND PURCHASE-HARDSHIP
	11/27/2019	300723	CASS COUNTY JOINT WATER RESOURCE DI	\$179.27	RED RIVER VALLEY COOPERAT	V02302	MN LAND PURCHASE-HARDSHIP
Energy / Electricity				\$363.48			
790-7940-429.33-06	11/21/2019	300553	BRAUN INTERTEC CORP	\$315.75	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
	11/27/2019	300712	BRAUN INTERTEC CORP	\$1,541.75	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
Other Services / Quality Control Testing				\$1,857.50			
790-7950-429.33-05	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$598.95	COMPLIANCE OBSERVATION	V01629	WORK COMPLIANCE OBSERV.

METRO FLOOD DIVERSION AUTHORITY

Tuesday, December 10, 2019

Data Through Date: Saturday November, 30 2019

Summary of Expenses

EXP-2019-11

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
Other Services / Engineering Services				\$598.95			
790-7952-429.33-05	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$11,361.11	WK PKG 43 CONST SERVICES1	V01623	CONSTRUCTN/BID SVCS WP43
Other Services / Engineering Services				\$11,361.11			
790-7955-429.33-05	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$56,369.17	WK PKG 42 CONST SERVICES	V02806	CONSTRUCTION SVCS WP42
Other Services / Engineering Services				\$56,369.17			
790-7990-429.33-05	11/27/2019	300760	HOUSTON-MOORE GROUP LLC	\$1,740.00	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
Other Services / Engineering Services				\$1,740.00			
790-7990-429.33-25	12/4/2019	766	P CARD BMO	\$7,012.00	Ohnstad Twichell PC	V00102	General & Admin. WIK
	12/6/2019	JB11190038	CITY OF FARGO-AUDITORS OFFICE	\$15,000.00	CHAPMAN AND CUTLER LLP	V00102	General & Admin. WIK
Other Services / Legal Services				\$22,012.00			
790-7990-429.34-55	11/21/2019	300606	ERNST & YOUNG INFRASTRUCTURE	\$33,185.91	FINANCIAL ADVISORY SERV	V03301	PPP FINANCL ADVISORY SVCS
	11/21/2019	300606	ERNST & YOUNG INFRASTRUCTURE	\$54,020.20	FINANCIAL ADVISORY SERV	V03301	PPP FINANCL ADVISORY SVCS
Technical Services / Financial Advisor				\$87,206.11			
790-7990-520.80-20	11/14/2019	300406	CASS COUNTY FINANCE	\$180,420.00	OCT LOAN INTEREST PMT	V02906	\$100M 2017 CASS WF ADVANC
	12/2/2019	JB11190036	CITY OF FARGO-AUDITORS OFFICE	\$87,632.09	11.1.19 WF INTEREST PMT	V02905	\$100M 2017 COF WF ADVANCE
	12/2/2019	JB11190037	CITY OF FARGO-AUDITORS OFFICE	\$1,353,595.00	12.1.19 CFP DEBT PAYMENT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Interest on Bonds				\$1,621,647.09			
790-7990-520.80-32	12/2/2019	JB11190037	CITY OF FARGO-AUDITORS OFFICE	\$300.00	12.1.19 CFP DEBT PAYMENT	V02824	COF - CFP BOND PAYMENTS
Debt Service / Paying Agent & Trustee				\$300.00			
Total Amount Invoiced this period				\$7,253,691.43			
				\$0.00	Less Paid Retainage		
				\$7,253,691.43	Total Less Paid Retainage		

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of November 30, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 248,365,600.84	\$ 190,414,359.50	\$ 57,951,241.34	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
CH2M HILL ENGINEERS INC	\$ 134,989,971.02	\$ 53,840,387.69	\$ 81,149,583.33	Program, Project, Construction and Land Management
ARMY CORP OF ENGINEERS	\$ 53,159,000.00	\$ 53,159,000.00	\$ -	Local Share
HOUSTON-MOORE GROUP LLC	\$ 50,186,776.02	\$ 44,916,747.33	\$ 5,270,028.69	Engineering Services
INDUSTRIAL BUILDERS INC	\$ 48,021,062.37	\$ 46,635,263.80	\$ 1,385,798.57	Const - 2nd St North Pump Station Project and 2nd Street Floodwall
CITY OF FARGO	\$ 28,390,538.29	\$ 28,390,538.29	\$ -	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
INDUSTRIAL CONTRACT SERVICES I	\$ 17,605,821.19	\$ 17,493,762.16	\$ 112,059.03	Const - 4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	\$ 15,527,439.44	\$ 15,155,702.77	\$ 371,736.67	MOU Agreement
MEYER CONTRACTING INC	\$ 12,149,874.79	\$ 12,129,612.10	\$ 20,262.69	Construction/Demolition Services
ASHURST LLP	\$ 7,795,542.81	\$ 3,895,542.81	\$ 3,900,000.00	PPP (P3) Legal Counsel
DORSEY & WHITNEY LLP	\$ 7,370,498.66	\$ 7,370,498.66	\$ -	Legal Services
CASS COUNTY FINANCE	\$ 7,161,916.27	\$ 7,161,916.27	\$ -	Property Taxes and Bank Loan Advance DS Payments
OHNSTAD TWICHELL PC	\$ 3,614,383.46	\$ 3,614,383.46	\$ -	ROE and Bonding Legal Fees
ERNST & YOUNG INFRASTRUCTURE	\$ 3,377,000.00	\$ 2,957,065.62	\$ 419,934.38	Financial Advisor
MINNESOTA DNR	\$ 2,613,681.40	\$ 2,613,681.40	\$ -	EIS Scoping
CENTURYLINK	\$ 2,586,742.00	\$ 2,586,742.00	\$ -	Utility Relocation
LANDWEHR CONSTRUCTION INC	\$ 2,316,627.66	\$ 2,305,622.16	\$ 11,005.50	Const - In-Town Demolition Contracts
URS CORPORATION	\$ 1,805,670.90	\$ 1,805,670.90	\$ -	Engineering Services
KENNELLY & OKEEFFE	\$ 1,729,110.56	\$ 1,729,110.56	\$ -	Home Buyouts
HOUGH INCORPORATED	\$ 1,639,524.33	\$ 1,639,524.33	\$ -	Const - 2nd Street South Flood Control
REINER CONTRACTING INC	\$ 1,599,646.21	\$ 1,599,646.21	\$ -	Const - El Zagal Flood Risk Management
CONSOLIDATED COMMUNICATIONS	\$ 1,063,096.11	\$ 1,063,096.11	\$ -	Utility Relocation
ORACLE AMERICA, INC	\$ 1,015,290.00	\$ 306,856.00	\$ 708,434.00	Electronic Data Mgmt and Record Storage System
TERRACON CONSULTING ENGINEERS	\$ 909,149.49	\$ 871,199.91	\$ 37,949.58	Materials Testing
RILEY BROTHERS CONSTRUCTION	\$ 807,871.82	\$ 807,871.82	\$ -	Construction - County Roads 16 & 17 Realignment
XCEL ENERGY	\$ 753,515.88	\$ 753,515.88	\$ -	Utility Relocation
MOORE ENGINEERING INC	\$ 662,468.17	\$ 662,468.17	\$ -	Engineering Services
US BANK	\$ 626,849.03	\$ 626,849.03	\$ -	Loan Advance DS Payments
DUCKS UNLIMITED	\$ 587,180.00	\$ 587,180.00	\$ -	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	\$ 576,669.57	\$ 576,669.57	\$ -	Engineering Services
ERIK R JOHNSON & ASSOCIATES	\$ 560,094.03	\$ 560,094.03	\$ -	Legal Services
RED RIVER BASIN COMMISSION	\$ 501,000.00	\$ 501,000.00	\$ -	Retention Projects - Engineering Services
CROWN APPRAISALS INC	\$ 500,000.00	\$ 500,000.00	\$ -	Flowage Easements Valuation
HOFFMAN & MCNAMARA NURSERY&LAN	\$ 486,502.29	\$ 464,141.16	\$ 22,361.13	Construction - Landscape
NORTHERN TITLE CO	\$ 484,016.00	\$ 484,016.00	\$ -	Land Purchases
SCHMIDT AND SONS CONSTRUCTION	\$ 478,376.86	\$ 423,378.80	\$ 54,998.06	Oxbow Housing Relocation
AT & T	\$ 461,031.30	\$ 461,031.30	\$ -	Utility Relocation
BRAUN INTERTEC CORP	\$ 450,146.25	\$ 384,999.89	\$ 65,146.36	Quality Testing
FARGO MOORHEAD METROPOLITAN	\$ 368,858.35	\$ 293,858.35	\$ 75,000.00	Lidar Imaging
NDSU BUSINESS OFFICE	\$ 344,145.00	\$ 211,532.25	\$ 132,612.75	Ag Risk Study Services
ACONEX (NORTH AMERICA) INC	\$ 306,856.00	\$ 306,856.00	\$ -	Electronic Data Mgmt and Record Storage System

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of November 30, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
BEAVER CREEK ARCHAEOLOGY	\$ 291,990.00	\$ 159,909.77	\$ 132,080.23	Engineering Services
702 COMMUNICATIONS	\$ 266,892.07	\$ 266,892.07	\$ -	Utility Relocation
SPRINT	\$ 256,409.37	\$ 256,409.37	\$ -	Utility Relocation
AON RISK SERVICES CENTRAL, INC	\$ 240,000.00	\$ 183,813.50	\$ 56,186.50	P3 Risk Advisory Services
BUFFALO-RED RIVER WATERSHED DI	\$ 221,568.00	\$ 221,568.00	\$ -	Retention Projects - Engineering Services
CASS RURAL WATER USERS DIST	\$ 213,335.00	\$ 213,335.00	\$ -	Utilities and Utility Relocation
ROBERT TRENT JONES	\$ 200,000.00	\$ 200,000.00	\$ -	Oxbow MOU - Golf Course Consulting Agreement
FREDRIKSON & BYRON, PA	\$ 196,230.06	\$ 196,230.06	\$ -	Lobbying Services
SPRINGSTED INCORPORATED	\$ 178,010.15	\$ 178,010.15	\$ -	Financial Advisor
S & S LANDSCAPING CO INC	\$ 150,528.50	\$ 31,123.00	\$ 119,405.50	Construction - Landscape
PFM PUBLIC FINANCIAL MANAGEMEN	\$ 146,460.00	\$ 146,460.00	\$ -	Financial Advisor
GRAY PANNELL & WOODWARD LLP	\$ 143,800.68	\$ 143,800.68	\$ -	Legal Services
AECOM TECHNICAL SERVICES, INC	\$ 139,000.00	\$ 17,231.51	\$ 121,768.49	Engineering Services
AT&T NETWORK OPERATIONS	\$ 125,238.30	\$ 125,238.30	\$ -	Utility Relocation
CENTURYLINK ASSET ACCOUNTING-B	\$ 118,871.82	\$ 118,871.82	\$ -	Utility Relocation
ENVENTIS	\$ 115,685.62	\$ 115,685.62	\$ -	Utility Relocation
UNITED STATES GEOLOGICAL SURVE	\$ 104,600.00	\$ 104,600.00	\$ -	Stage Gage Installation
CASS COUNTY ELECTRIC-4100 32 A	\$ 104,195.00	\$ 97,995.00	\$ 6,200.00	Utility Services / Relocation
EL ZAGAL TEMPLE HOLDING CO	\$ 76,000.00	\$ 76,000.00	\$ -	Easement Purchase for El Zagal Levee
HKA GLOBAL, INC	\$ 74,353.00	\$ 74,353.00	\$ -	Professional Services
GERSON LEHRMAN GROUP, INC.	\$ 60,819.00	\$ 60,819.00	\$ -	Legal Services
NIXON PEABODY LLC	\$ 60,000.00	\$ 60,000.00	\$ -	Legal Services
CPS HR CONSULTING	\$ 50,555.98	\$ 50,555.98	\$ -	HR Consulting
ADVANCED ENGINEERING INC	\$ 50,000.00	\$ 50,000.00	\$ -	Public Outreach
IN SITU ENGINEERING	\$ 47,973.00	\$ 47,973.00	\$ -	Quality Testing
US GEOLOGICAL SURVEY	\$ 46,920.00	\$ 46,920.00	\$ -	Stage Gage Installation
WARNER & CO	\$ 40,567.00	\$ 40,567.00	\$ -	General Liability Insurance
MIDCONTINENT COMMUNICATIONS	\$ 37,318.95	\$ 37,318.95	\$ -	Utility Relocation
CLAY COUNTY AUDITOR	\$ 34,538.71	\$ 34,538.71	\$ -	Property Tax, Home Buyout Demo
AMERICAN ENTERPRISES INC	\$ 34,000.00	\$ 34,000.00	\$ -	Test Pits
GEOKON INC	\$ 33,815.36	\$ 33,815.36	\$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	\$ 33,066.02	\$ 33,066.02	\$ -	Property Management Services
WESTERN AREA POWER ADMINSTRAT	\$ 30,000.00	\$ 30,000.00	\$ -	P3 Support Services
NAASTAD BROTHERS, INC	\$ 25,796.40	\$ 25,796.40	\$ -	Roadway Ditch Work
ND WATER USERS ASSOCIATN	\$ 25,450.00	\$ 25,000.00	\$ 450.00	Membership Dues
XCEL ENERGY-FARGO	\$ 16,275.85	\$ 16,275.85	\$ -	Utility Relocation
PRIMORIS AEVENIA INC	\$ 16,230.00	\$ 16,230.00	\$ -	Utility Relocation
MOORHEAD, CITY OF	\$ 15,062.90	\$ 15,062.90	\$ -	ROE Legal Fees
MAP SERVICE CENTER	\$ 14,500.00	\$ 14,500.00	\$ -	Permit fee
BRIGGS & MORGAN PA	\$ 12,727.56	\$ 12,727.56	\$ -	Legal Services
PROSOURCE TECHNOLOGIES, INC	\$ 8,324.94	\$ 8,324.94	\$ -	Vibrating Wire Piezometer Equipment
NEWMAN SIGNS INC	\$ 5,816.00	\$ 5,816.00	\$ -	Sinage
ONE	\$ 3,575.00	\$ 3,575.00	\$ -	Legal Services
MCKINZIE METRO APPRAISAL	\$ 3,200.00	\$ 3,200.00	\$ -	Appraisal Services

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of November 30, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
STUDIO 7 PRODUCTIONS	\$ 3,170.00	\$ 3,170.00	\$ -	Video Productions
BUILDING & GROUNDS MANAGEMENT	\$ 2,977.50	\$ 2,977.50	\$ -	Lawn Mowing Services
SEIGEL COMMUNICATIONS SERVICE	\$ 2,345.00	\$ 2,345.00	\$ -	Public Outreach
BNSF RAILWAY CO	\$ 2,325.00	\$ 2,325.00	\$ -	Permits for In-Town Levee Projects
COUGAR TREE CARE INC	\$ 2,300.00	\$ 2,300.00	\$ -	Tree Removal
FORUM COMMUNICATIONS (LEGALS)	\$ 2,224.20	\$ 2,224.20	\$ -	Advertising Services
HEARTLAND SEEDS, INC.	\$ 2,200.00	\$ 2,200.00	\$ -	Lawn Mowing Services
GLACIER ENTERPRISES	\$ 2,150.00	\$ 2,150.00	\$ -	Soil Grading
MARSH & MCLENNAN AGENCY LLC	\$ 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
ND WATER EDUCATION FOUNDATION	\$ 1,500.00	\$ 1,000.00	\$ 500.00	Advertising Services
ERBERT & GERBERTS SUBS	\$ 1,232.29	\$ 1,232.29	\$ -	lunches for the task force meetings
HUBER, STEVE	\$ 1,056.43	\$ 1,056.43	\$ -	Home Buyouts
WARREN TOWNSHIP	\$ 1,023.72	\$ 1,023.72	\$ -	SEEDING, ROAD REPAIR, DUST CONTROL
DEPT OF NATURAL RESOUR	\$ 1,000.00	\$ 1,000.00	\$ -	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	\$ 747.60	\$ 747.60	\$ -	Asbestos and LBP Testing - Home Buyouts
NDSU-DINING-STORE 685	\$ 701.75	\$ 701.75	\$ -	Meeting Incidentals
RED RIVER TITLE SERVICES INC	\$ 675.00	\$ 675.00	\$ -	Abstract Updates
BNSF RAILWAY COMPANY	\$ 600.00	\$ 600.00	\$ -	MOU Agreement
CIVIL DESIGN INC	\$ 595.00	\$ 595.00	\$ -	MOU Agreement
RED RIVER VALLEY COOPERATIVE A	\$ 536.96	\$ 536.96	\$ -	Electricity - Home Buyouts
FERRELLGAS	\$ 496.00	\$ 496.00	\$ -	Propane - Home Buyouts
BROKERAGE PRINTING	\$ 473.33	\$ 473.33	\$ -	Custom Printed Forms
KOCHMANN, CARTER	\$ 315.00	\$ 315.00	\$ -	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	\$ 250.00	\$ 250.00	\$ -	Job Description Review
DONS PLUMBING	\$ 240.00	\$ 240.00	\$ -	Winterize - Home Buyouts
HARWOOD TOWNSHIP, CASS, ND	\$ 208.91	\$ 208.91	\$ -	Township Meeting Expenses
WALMART STORE #4352	\$ 161.97	\$ 161.97	\$ -	Meeting Incidentals
CURTS LOCK & KEY SERVICE INC	\$ 138.10	\$ 138.10	\$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	\$ 116.00	\$ 116.00	\$ -	Meeting Incidentals
LANE, BARRET	\$ 108.77	\$ 108.77	\$ -	Lodging Expense
FEDERAL EXPRESS CORPORATION	\$ 71.89	\$ 71.89	\$ -	Postage
MARSH & MCLENNAN AGENCY LLC	\$ (1,479.29)	\$ (1,479.29)	\$ -	Property Insurance - Home Buyouts
CASS COUNTY TREASURER	\$ (184,196.23)	\$ (184,196.23)	\$ -	Property Taxes and Bank Loan Advance DS Payments
Grand Total	\$ 667,870,818.09	\$ 515,746,075.29	\$ 152,124,742.80	

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of November 30, 2019

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

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of November 30, 2019**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
477 Oxbow Drive - OIN 9614 - Henry & Suzanne Mertz	10/27/2017	25,020.58	-	-	-	25,020.58
354 & 358 Schnell Drive	12/6/2018	199,512.06	-	-	-	199,512.06
872 Riverbend Rd	10/17/2018	14,329.43	-	-	-	14,329.43
869 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
873 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
Home Buyouts - Hickson						
17495 52nd St SE	4/28/2015	785,747.66	-	27,604.74	-	813,352.40
4985 and 4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	92,817.44	-	338,744.15
Home Buyouts - Horace						
2914 124th Ave S	12/29/2016	50,981.00	-	-	-	50,981.00
17471 49th St SE - Campbell - OIN 9403	2/16/2017	883,581.00	-	155,896.55	-	1,039,477.55
17465 49th St SE - Campbell - OIN 9411	2/21/2017	828,561.00	-	190,389.56	-	1,018,950.56
17474 52nd St SE - Leher - OIN 1889/1990/2182	7/11/2017	909,905.00	-	29,301.96	-	939,206.96
17449 50th Street SE - Scott Young	9/1/2017	398,936.66	-	-	-	398,936.66
4848 CR 81 S, Horace, ND _ OIN 9405	9/15/2017	451,185.00	-	36,153.08	-	487,338.08
17568 Pflifer Drive - OIN 9387	3/6/2018	505,925.70	-	3,590.00	-	509,515.70
15-0000-02690-010 & 15-0000-02690-020 - Cossette _ OIN 229 & 230	11/29/2017	2,433,020.59	-	-	-	2,433,020.59
5021 171st Ave. Southeast, Horace, ND _ OIN 1955	12/18/2017	248,677.89	-	-	-	248,677.89
17554 Pflifer Drive _OIN 9382	1/14/2019	736,781.09	-	101,579.21	-	838,360.30
Home Buyouts - Argusville						
2351 173rd Ave SE - Johnson - OIN 1222	2/6/2017	215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N - Bortnem	4/13/2016	37,020.00	-	-	-	37,020.00
Oak Terrace Condos - 2 N Terrace N	3/30/2016	5,588.00	-	-	-	5,588.00
Fercho Family Farms,	3/25/2015	50,000.00	-	-	-	50,000.00
Part of Lot 3 Block 4 R2 Urban Renewal Addition	3/15/2018	336,108.00	-	-	-	336,108.00
Easements - Hickson						
Hickson Village Lot 8 BLK 11	5/11/2016	500.00	-	-	-	500.00
Easements - Oxbow						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure						
15-0000-02690-020 - Cossette	6/1/2016	-	-	-	-	-
64-0000-02730-000 - Sauvageau	6/1/2016	1,113,101.57	-	-	-	1,113,101.57
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
64-0000-02700-010 - Rheault	1/31/2017	2,243.06	-	-	-	2,243.06
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	32,340.00	-	-	-	32,340.00
Southwest corner of County Road 17 S and 112th Avenue S (condemnation) - SAUVAGEAU LIFE EST.	7/3/2019	1,189,220.00	-	-	-	1,189,220.00
16835 47 ST SE - Buster Farms LLLP		1,755.00	-	-	-	1,755.00
Easements - Piezometer						
67-0000-12719-010 - Adams - OIN-1201	3/13/2017	1,500.00	-	-	-	1,500.00
Easements - Minnesota						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases						
SE 1/4 11-140-50 (Raymond Twp, ND) - Ueland	1/20/2014	959,840.00	-	-	-	959,840.00
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	1,636,230.00
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust (OINs 0511,0512,0880,0897)	2/18/2014	3,458,980.70	-	-	-	3,458,980.70
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	991,128.19
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	943,560.05
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	321,386.00
SW 1/4-11-140-50 - Hoglelund	7/21/2014	989,706.03	-	-	-	989,706.03
NW 1/4 14-140-50 - Hoglelund	10/23/2014	948,782.22	-	-	-	948,782.22
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	955,901.00
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	594,108.00
Fercho Family Farms,	3/25/2015	464,600.00	-	-	-	464,600.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	433,409.00
(Raymond Twp) - Subdivision: Part of 23-140-50, 155.82 acres - Henke	6/17/2015	857,144.00	-	-	-	857,144.00
(Raymond Twp) - Subdivision: Part of Sec. 23., Less Gust Sub and Jason Sub			-	-	-	
T140N R50W - Henke	6/17/2015	339,071.00	-	-	-	339,071.00
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	291,840.00	-	-	-	291,840.00
64-0000-02720-000 - Ulstad (Condemnation)	11/10/2016	1,221,931.50	-	-	-	1,221,931.50
Peter Biegler, Jr - OIN 9748	7/17/2017	250,185.00	-	3,175.00	-	253,360.00
19-141-49 NE 1/4 A 160.00 - Schoenberg Farms	7/18/2017	3,470,167.12	-	-	-	3,470,167.12

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of November 30, 2019**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
SHEY RIV - Chose	7/28/2017	60,128.07	-	-	-	60,128.07
W 1/2d 1/2 10-141-49 & NW 1/4 10-141-49 - Larson Family Farm Trust	8/1/2017	1,402,847.99	-	-	-	1,402,847.99
S1/2 W1/2 NW1/4 - Conyers	8/3/2017	33,150.00	-	-	-	33,150.00
27th St SE, between 169th Ave SE and I-29 - Nelson	8/3/2017	1,024,189.50	-	-	-	1,024,189.50
Meridian, Cass County, ND - Heiden Family, LLLP	8/4/2017	1,326,882.11	-	-	-	1,326,882.11
2368 173rd Ave SE & Rural Land Part of SE1/4 35-142-49, Wiser, ND - Kevin & Pamela Heiden	8/4/2017	614,439.02	-	-	-	614,439.02
20-141-49 SW 1/4 A 160.00 - Lloyd & Alice Amundson	8/9/2017	123,563.38	-	-	-	123,563.38
5251 174 1/2 Ave SE, Pleasant Township, ND 58047	8/18/2017	254,354.28	-	-	-	254,354.28
35-142-49 SW 1/4 A 160.00 - Burley_ OIN 1218	8/31/2017	167,091.47	-	-	-	167,091.47
S-1/2 of N1/2 of Section 36-142-49, Wayne & Gary Ohnstad_OIN 1223	12/13/2017	200,135.00	-	-	-	200,135.00
2-141-49 S 1/2 OF NE 1/4 & N 1/2 OF SE 1/4	12/20/2017	251,668.74	-	-	-	251,668.74
County Rd 32 between 167th Ave SE and 169th Ave SE, 25-141-50 NE 1/4	1/19/2018	831,853.08	-	-	-	831,853.08
County Rd 32 between 167th Ave SE and 169th Ave SE, 30-141-50 NW 1/4	3/23/2018	831,535.25	-	-	-	831,535.25
NE 1/4 Section 14 Township 140 North of Range 50 West of 5th Principle Meridian LESS the East 85 feet of said NE Quarter	2/22/2018	707,530.88	-	-	-	707,530.88
East Half (E1/2), Section 3 Township 141 North, Range 49 West	5/18/2017	733,126.76	-	-	-	733,126.76
NE Quarter of NE Quarter of Section 33 Township 138 North of Range 49	1/7/2019	587,650.00	-	-	-	587,650.00
Land Purchases						
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	(730,148.14)	(246,132.14)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	39,900.00
BNSF Railway Company	10/28/2015	27,000.00	-	-	-	27,000.00
City of Fargo - OIN 2366 & OIN 2367	3/9/2017	1,022,533.30	-	-	-	1,022,533.30
Edwin and Margaret Ployhart OIN 8852	4/5/2017	5,121.18	-	-	-	5,121.18
Arthur Mathison RT OIN 1994	5/19/2017	750.00	-	-	-	750.00
Ideal Ag Corp OIN 9789 / 9790	5/25/2017	30,120.68	-	-	-	30,120.68
OIN 1195 / 1196 - Mark Thorson	9/15/2017	203,678.32	-	-	-	203,678.32
Block 1 W. Shorr Subdivision of Eagle Township (Lots 1,2,3,4,5,10,11,12,13,14,15,16)	2/28/2019	3,395,663.23	-	18943.07	-	3,414,606.30
NE Quarter of section 28 in Township 138 North of Range 49 West of the 5th Principle Meridian less the South 67 feet of the North 100 feet of the NE Quarter of section 28 Township 138 North of Range 49 West of 5th Principle Meridian, Auditors Lot 1 and East 33 feet	1/10/2019	2,158,545.00	-	-	-	2,158,545.00
Auditor's Lots 2, 3, 5 of the Southeast Quarter of Section 34, Township 138 North of Range 49 West	12/8/2018	724,254.52	-	-	-	724,254.52
The West One Half of the Southwest Quarter of the Southwest Quarter of Section Nine, Township 137, Range 49 West of the 5th Principle Meridian	1/8/2019	200,120.00	-	-	-	200,120.00
Southwest Quarter of Section 2 Township 141 North Range 49 West of the 5th Principle Meridian	2/13/2019	336,646.65	-	-	-	336,646.65
Southeast Quarter of Section 27, Township 140 North Range 50	2/25/2019	825,430.39	-	-	-	825,430.39
Railroad Outlot #3 situated in Sections 6 and 7, Township 139 North of Range 48 West of the 5th Principal Meridian	5/30/2019	8,072.00	-	-	-	8,072.00
Auditor's Lot No 2 of the Southwest Quarter of Section 34, Township 138, North of Range 49 West of the 5th Principle Meridian	7/3/2019	225,249.40	-	203,759.80	-	429,009.20
NE and SE quarter Section 9, Township 141 North, Range 49 West of the 5th Principal Meridian AND NE and NW Quarter section 16, Township 141 North, Range 49 West of the 5th Principle Meridian	8/1/2019	1,697,063.17	-	-	-	1,697,063.17
North Half of the NE Quarter section and the East Half of the NW Quarter of Section 2, Township 141 North of Range 49 West of the 5th Principle Meridian	8/1/2019	776,622.28	-	-	-	776,622.28
Auditors Lot 1 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	6/13/2019	257,765.51	-	20,302.03	-	278,067.54
SW Quarter Section of Section 8, Township 141 North, Range 49 West of the 5th Principle Meridian	11/7/2017	11,007.68	-	-	-	11,007.68
Government Lots 3 & 4 of Section 30, Township 138 North, Range 49 West of the 5th Principle Meridian	11/7/2019	1,160,482.00	-	-	-	1,160,482.00
Northwest Quarter of Section 25, Township 141 North, Range 50 West of the 5th Principle Meridian	11/27/2019	830,527.20	-	-	-	830,527.20
SW Quarter of Section 36 in Township 141 North of Range 50 West of the 5th Principle Meridian	11/27/2019	975,840.92	-	-	-	975,840.92
Auditors Lot 4 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	11/27/2019	323,535.78	-	-	-	323,535.78
East Half of the NE Quarter of Section 254, Township 138 North Range 50 West of the 5th Principle Meridian	11/27/2019	12,431.73	-	-	-	12,431.73
SE Quarter Section of the NW Quarter of section Twenty, Township 137 of Range 49 West of the Fifth Principle Meridian	11/7/2019	10,000.00	-	4,000.00	-	14,000.00
		106,653,434.67	-	34,942,897.17	(1,107,856.01)	140,488,475.83
		(32,000.00)			10,000.00	
				Property Management Expense		2,184,398.87
				Grand Total		\$ 142,672,874.70

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of November 30, 2019**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,696,548.46	\$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	\$ 909,149.49	\$ 871,199.91
V02803	Consolidated Communications	2nd Street Utility Relocation	\$ 1,178,781.73	\$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	\$ 266,892.07	\$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	\$ 17,612,237.19	\$ 17,500,178.16
V02806	HMG	WP42 - Services During Construction	\$ 6,185,022.82	\$ 5,878,849.93
V02807	CCJWRD	In-Town Levee Work	\$ 5,886,140.36	\$ 5,886,140.36
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	\$ 397,906.52	\$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	\$ 586,269.60	\$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	\$ 769,791.73	\$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	\$ 16,720,591.15	\$ 16,720,591.15
V02813	Landwehr Construction	Park East Apartments Demolition	\$ 1,169,651.74	\$ 1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	\$ 16,230.00	\$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	\$ 2,660,937.92	\$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	\$ 907,999.08	\$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	\$ 1,599,646.21	\$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	\$ 738,880.50	\$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	\$ 13,362,906.82	\$ 13,362,906.82
V02820	CH2M Hill	WP42 - Construction Management Services	\$ 851,775.30	\$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	\$ 1,639,524.33	\$ 1,639,524.33
V02822	City of Fargo	COF - 2016 O&M on Lifts	\$ 76,434.40	\$ 76,434.40
V02823	Hoffman & McNamara Nursery & Lan	WP-42G General Landscaping and Planting	\$ 486,502.29	\$ 464,141.16
V02824	City of Fargo	COF – In-Town Flood Protection Debt Payments	\$ 12,590,315.00	\$ 12,590,315.00
V01703	Various	In-Town Property Purchases	\$ 39,412,833.73	\$ 38,195,394.22
V02825	Industrial Builders	WP-42E - 2nd Street South and Main Avenue Flood Mitigation	\$ 8,504,460.44	\$ 7,118,661.87
V05401	City of Fargo	FM15F2 - Harwood, Hackberry & River Drive - Demo/ Levee	\$ 749,375.28	\$ 749,375.28
V05402	City of Fargo	FM15K1 - Rosewood Addition - Demo/Levee/Floodwall	\$ 2,622,612.82	\$ 2,622,612.82
V05403	City of Fargo	HD18A1 - Oakcreek, Copperfield & University - Demo	\$ 95,083.25	\$ 95,083.25
V054XX	City of Fargo	In-Town Complementary Work - Reimbursements	\$ 7,628,915.26	\$ 7,628,915.26
			\$ 154,323,415.49	\$ 151,241,634.78

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

Time Period for This Request: October 1, 2019 - October 31, 2019

Drawdown Request No: 96	
Requested Amount:	\$ 3,699,516.47
Total Funds Expended This Period:	3,699,516.47
Total Funds Requested at 100% Match	3,699,516.47
Total Funds Requested:	3,699,516.47

STATE AID SUMMARY:

Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations from 2015 Legislative Session - Interior Flood Control		60,000,000
Appropriations from 2017 Legislative Session		66,500,000
Anticipated appropriations to be funded in 2019 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2021 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2023 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2025 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2027 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2029 Legislative Session	47,000,000	
Total State Funds	379,500,000	370,500,000
Less: Payment #1 through #35 - City of Fargo		(55,510,209.00)
Less: Payment #1 - Cass County		(136,039.36)
Less: Payment #1 through #7 - Interior Flood Control		(60,000,000.00)
Less: Payment #1 through #28 - FM Diversion Authority		(38,049,107.00)
Less: Payment #29 through #75 - FM Metro Area Flood Risk Management Project		(93,470,290.00)
Less: Payment #76 - FM Metro Area Flood Risk Management Project		(433,312.97)
Less: Payment #77 - FM Metro Area Flood Risk Management Project		(11,892.35)
Less: Payment #78 - FM Metro Area Flood Risk Management Project		(244,521.99)
Less: Payment #79 - FM Metro Area Flood Risk Management Project		(255,691.15)
Less: Payment #80 - FM Metro Area Flood Risk Management Project		(121,908.95)
Less: Payment #81 - FM Metro Area Flood Risk Management Project		(105,433.98)
Less: Payment #82 - FM Metro Area Flood Risk Management Project		(135,130.77)
Less: Payment #83 - FM Metro Area Flood Risk Management Project		(13,901.70)
Less: Payment #84 - FM Metro Area Flood Risk Management Project		(558,592.20)
Less: Payment #85 - FM Metro Area Flood Risk Management Project		(229,746.00)
Less: Payment #86 - FM Metro Area Flood Risk Management Project		(6,421,825.21)
Less: Payment #87 - FM Metro Area Flood Risk Management Project		(59,863.29)
Less: Payment #88 - FM Metro Area Flood Risk Management Project		(6,650,000.00)
Less: Payment #89 - FM Metro Area Flood Risk Management Project		(973,992.33)
Less: Payment #90 - FM Metro Area Flood Risk Management Project		(1,294,793.15)
Less: Payment #91 - FM Metro Area Flood Risk Management Project		(88,136.44)
Less: Payment #92 - FM Metro Area Flood Risk Management Project		(2,835,957.03)
Less: Payment #93 - FM Metro Area Flood Risk Management Project		(750,500.56)
Less: Payment #94 - FM Metro Area Flood Risk Management Project		(6,250.00)
Less: Payment #95 - FM Metro Area Flood Risk Management Project		(111,960.91)
Less: Payment #96 - FM Metro Area Flood Risk Management Project		(3,699,516.47)
Total Funds Reimbursed		(272,168,572.81)
Total State Fund Balances Remaining		98,331,427.19

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

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$	87,781,411
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1-28 - FM Diversion Authority		(11,052,710)
Less: Match Used on Payment #29 - 75 - FM Metro Area Flood Risk Management Project		(22,172,839)
Less: Match Used on Payment #82 - FM Diversion Authority		(135,131)
Less: Match Used on Payment #83 - FM Diversion Authority		(13,902)
Less: Match Used on Payment #84 - FM Diversion Authority		(558,592)
Less: Match Used on Payment #85 - FM Diversion Authority		(229,746)
Less: Match Used on Payment #86 - FM Diversion Authority		(6,421,825)
Less: Match Used on Payment #87 - FM Diversion Authority		(59,863)
Less: Match Used on Payment #89 - FM Diversion Authority		(527,365)
Less: Match Used on Payment #90 - FM Diversion Authority		(355,580)
Less: Match Used on Payment #92 - FM Diversion Authority		(168,249)
Less: Match Used on Payment #93 - FM Diversion Authority		(223,766)
Less: Match Used on Payment #96 - FM Diversion Authority		(3,699,516)
Balance of Local Matching Funds Available	\$	519,668

Finance Committee Bills from December 2019

Vendor	Description		
Cass County Joint Water Resource District	Diversion Bills	\$	6,608,985.56
Dorsey & Whitney	Legal services rendered through October 31, 2019	\$	81,353.54
Ohnstad Twichell, P.C.	Professional services rendered	\$	124,503.28
Cass County	Reimburse misc expenses for Executive Director	\$	3,320.17
City of Fargo	Reimburse complementary in-town flood protection	\$	1,522,396.00
ND Water Users Association	Annual membership dues	\$	5,000.00
			<hr/>
			<hr/>
Total Bills Received through December 13, 2019		\$	8,345,558.55



Cass County
Joint Water
Resource
District

December 2, 2019

Dan Jacobson
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Keith Weston
Manager
Fargo, North Dakota

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

Greetings:

RE: Metro Flood Diversion Project
Oxbow-Hickson-Bakke Ring Levee Project
In-Town Levees Project

Enclosed please find copies of bills totaling \$6,608,985.56 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$5,427,705.73
Oxbow-Hickson-Bakke Ring Levee	1,180,983.65
In-Town Levees	296.18

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

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

Enclosures

701-298-2381
FAX 701-298-2397
wrđ@casscountynđ.gov
casscountynđ.gov

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES							12/2/2019
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
11/8/2019				1,660,379.20	The Title Company	John Olson etal property purchase	
11/14/2019	10/25/2019	165327	130007	12,442.89	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition	
11/14/2019	10/25/2019	165335	160007	1,694.00	Ohnstad Twichell, P.C.	Legal-Channel Phase I	
11/14/2019	10/25/2019	165336	160007	8,306.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II	
11/14/2019	10/25/2019	165337	160007	29,177.50	Ohnstad Twichell, P.C.	Legal-Channel Phase III	
11/14/2019	10/29/2019	165459	187007	2,196.85	Ohnstad Twichell, P.C.	Legal-Diversion-Southern Embankment	
11/14/2019	10/25/2019	165339	170007	11,955.55	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area	
11/14/2019	10/28/2019	22280	19993	350.00	Moore Engineering, Inc.	Engineering - Diversion Authority Utility Easement Team	
11/26/2019	11/5/2019	4414		11,000.00	Crown Appraisals, Inc.	Appraisals - OIN 9286, 9742, 9743	
11/14/2019	11/5/2019			181,365.00	Cody & Katie Skylland and Title Co	Reimbursement for RHDP and Closing Costs	
11/14/2019	10/28/2019			6,690.00	Cody & Katie Skylland	reimbursement for moving costs	
11/14/2019	10/28/2019			5,639.04	Lori Anderson	Reimb of moving and closing costs	
11/14/2019	10/19/2019	247BA5328		309.45	Dakota Plains Ag	LP Gas for OIN 1405	
11/14/2019	10/25/2019	15609		29.70	Cass Rural Water Users	Service to 4107 124th Ave S	
11/14/2019	10/25/2019	1184800		34.70	Cass Rural Water Users	Service to 17554 Pffifer Dr	
11/14/2019	11/5/2019	9142001		76.90	Red River Valley Coop Power	Service to 16678 3rd St S Moorhead MN	
11/14/2019	11/7/2019	1125415		48.52	Cass County Electric Cooperative	Service to 4510 112 Av S	
11/14/2019	11/7/2019	1125656		97.65	Cass County Electric Cooperative	Service to 17554 Pffifer Dr	
11/26/2019	11/12/2019	1894	2001	262.50	Houston-Moore Group	Engineering - ROE Services	
11/26/2019	11/12/2019	1895	2004	61,631.36	Houston-Moore Group	Engineering - Task 4 - Property Acquisition Services	
11/14/2019	11/14/2019			60,830.60	The Title Company	Schwader property purchase	
11/15/2019	11/15/2019			305,654.24	The Title Company	Smith property purchase	
11/15/2019	11/15/2019			828,373.27	The Title Company	Bellmore property purchase	
11/15/2019	11/15/2019			428,021.46	The Title Company	Tysdal property purchase	
11/15/2019	11/14/2019			250.00	George Martin and Karen Kruse	soil boring on OIN 5213	
11/15/2019	11/14/2019			750.00	Orton Perhus	soil boring on OIN 5015, 5277 and 5014	
11/15/2019	11/14/2019			250.00	Larry Brandt Trust	soil boring on OIN 9348	
11/15/2019	11/14/2019			500.00	Ray Kvalvog	soil borings on OIN 9400	
11/26/2019	11/14/2019			133.79	Cass County Electric Cooperative	Service to 4107 124th Ave S	
11/26/2019	11/14/2019			51.43	Cass County Electric Cooperative	Service to 17408 Horse Haven Dr	
12/2/19	11/7/2019	1154065		-73.95	Cass County Electric Cooperative	Credit invoice to final invoice	
11/19/2019	11/19/2019			6,320.00	Cass County Finance	purchase - 57-0400-00030-000, 00040-000, 00130-000 and 00140-000	
11/19/2019	11/19/2019			520.00	Cass County Finance	purchase - 57-0600-00010-000	
11/19/2019	11/19/2019			820.00	Cass County Finance	purchase - 57-0000-10210-000	
11/26/2019	11/26/2019			826,828.57	The Title Company	Property purchase - Brian and Emily Potter	
11/26/2019	11/26/2019			10,000.00	Brian and Emily Potter	additional earnest money	
11/27/2019	11/27/2019			964,789.51	The Title Company	Property purchase - Keith and Jann Monson	
				Total	5,427,705.73		
OXBOW-HICKSON-BAKKE RING LEVEE INVOICES							
Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
11/7/2019					448,700.79	The Title Company	Brodshaug property purchase
11/7/2019					726,354.36	The Title Company	Property purchase - Hickson Grain
11/14/2019	10/25/2019	165328		140007	5,928.50	Ohnstad Twichell, P.C.	Legal-Oxbow-Hickson-Bakke Levee project
					Total	1,180,983.65	
IN-TOWN LEVEES INVOICES							
Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description	
11/14/2019	10/28/2019	659502152		98.06	Xcel Energy	Electric service to 419 3rd St N	
11/14/2019	10/28/2019	659463334		79.92	Xcel Energy	Gas service to 419 3rd St N	
11/14/2019	11/7/2019	6000052129		118.20	City of Fargo	Service to 419 3 St N	
				Total	296.18		
				Grand Total	6,608,985.56		



received
11-22-19

MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

November 19, 2019
Invoice No. 3540614

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

For Legal Services Rendered Through October 31, 2019

INVOICE TOTAL

Total For Current Legal Fees	\$78,872.00
Total For Current Disbursement and Service Charges	\$2,481.54
Total For Current Invoice	\$81,353.54

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

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

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

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

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

Please make reference to the invoice number

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

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



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 27, 2019

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

Re: Metro Flood Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated November 19, 2019 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through October 31, 2019 on the Metro Flood Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

Erik R. Johnson

ER/Imw
Enclosure

cc: Bruce Grubb



OHNSTAD TWICHELL, P.C.**Attorneys at Law**

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

15-1395

JTS Invoice # 165943

Flood Diversion Board
 Bond Counsel Work - PPP

Date: December 6, 2019

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

PROFESSIONAL SERVICES RENDERED

	Hours	Rate	Totals
JTS	170.6	\$310.00	\$52,886.00
ADC	11.8	\$310.00	\$3,658.00
RGH	0.6	\$310.00	\$186.00
KJB	51.3	\$295.00	\$15,133.50
TJL	74.9	\$265.00	\$19,848.50
CBC	29.9	\$250.00	\$7,475.00
LWC	1.2	\$260.00	\$312.00
SRH	6.6	\$250.00	\$1,650.00
KJD	64	\$135.00	\$8,640.00
LRC	11.5	\$250.00	\$2,875.00
JDR	1.5	\$165.00	\$247.50
AJR	46.3	\$170.00	\$7,871.00
KJS	19.3	\$100.00	\$1,930.00
Total Fees:	489.5		\$122,712.50
Westlaw			\$756.54
NDRIN			\$2.00
Travel/Mileage			\$1,032.24
Total Expenses:			\$1,790.78
Grand Total			\$124,503.28

	2019 Rates
JTS John T. Shockley, Partner, Supervising Attorney	\$310.00
CMM Christopher M. McShane, Partner	\$310.00
ADC Andrew D. Cook, Partner	\$310.00
SNW Sarah M. Wear, Partner	\$310.00
RGH Robert G. Hoy, Partner	\$310.00
KJB Katie J. Bertsch, Associate	\$295.00
TJL Tyler J. Leverington, Associate	\$265.00
CBC Calley B. Campbell, Associate	\$250.00
LWC Lukas W. Croaker, Associate	\$260.00
SRH Stephen R. Hanson, Associate	\$250.00
ABG Bo Gruchala, Associate	\$250.00
JRS J.R. Strom, Associate	\$235.00
KJD Kathryn J. DelZoppo, Associate	\$135.00
LRC Leah R. Carlson, Associate	\$250.00
CAS Carol A. Stillwell, Paralegal	\$165.00
JDR Joshua D. Roaldson, Paralegal	\$165.00
AJR Andrea J. Roman, Paralegal	\$170.00
CRA Christie R. Axness, Paralegal	\$140.00
KJS Kelsey J. Stock, Law Clerk	\$100.00

OHNSTAD TWICHELL, P.C.

WEST FARGO, NORTH DAKOTA 58078

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

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 165943		Flood Diversion Board	Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES	
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$21,841.00	
151395-2	Executive Director	\$40.50	
151395-3	P3 Procurement	\$8,033.50	
151395-4	Public Finance Issues	\$1,069.00	
151395-5	Consultant Contract Review/Development	\$1,776.00	
151395-6	Support of External Litigation Counsel	\$2,952.00	
151395-7	Coordination with Member Entities	\$816.00	
151395-11	Legislative Interface/Lobbying Support	\$9,644.50	
151395-12	USACE Interface/Questions	\$248.00	
151395-13	Third Party Utility MOU's	\$32,292.50	
151395-14	ICS Issues	\$4,091.50	
151395-17	EPA WIFIA Loan	\$38,609.50	
151395-18	SRF Loan Application	\$124.00	
151395-19	USACE WIFIA	\$1,174.50	
TOTAL		\$122,712.50	

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

DATE: 12/04/19

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

CUSTOMER NO: 198/294

TYPE: CA - COUNTY AUDITOR

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	11/05/19	BEGINNING BALANCE			209,835.77
	11/12/19	PAYMENT			4,999.66-
	11/18/19	PAYMENT			180,420.00-
	11/25/19	PAYMENT			20,951.80-
AUDIT	12/02/19	FM DIVERSION			163,190.03
		NOVEMBER INTEREST			
AUDIT	12/02/19	FM DIVERSION			20,807.67
		PAYROLL EXPENSES			
AUDIT	12/02/19	FM DIVERSION			3,320.17
		MISC EXPENSE			
	12/02/19	PAYMENT			3,464.31-

Current	30 days	60 days	90 days
187317.87			

DUE DATE: 1/03/20

PAYMENT DUE: 187,317.87
 TOTAL DUE: \$187,317.87

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/04/19 DUE DATE: 1/03/20 NAME: CITY OF FARGO
 CUSTOMER NO: 198/294 TYPE: CA - COUNTY AUDITOR

REMIT AND MAKE CHECK PAYABLE TO:
 CASS COUNTY FINANCE
 211 9TH ST S
 PO BOX 2806
 FARGO ND 58108-2806
 (701) 241-5606

TOTAL DUE: \$187,317.87



Finance Office

P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

December 12, 2019

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

Dear Metro Flood Diversion Board of Authority,

The City of Fargo is submitting for reimbursement invoices paid totaling \$2,027,905.26. These costs are for work on complementary in-town flood protection projects for the period September 1, 2019 through November 30, 2019.

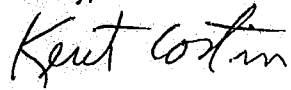
During this period, two City of Fargo projects were closed out. Transfers were made to balance out final project costs. The net effect of the project close outs results in the City requesting reimbursement from the Diversion Authority for \$1,522,396.00.

Project Narrative, this request:

Project Number	Project Description	Amount
FLDADM	Flood Administration Expense	164.44
FLDBUY	Flood Buyouts - Property Acquisition Expense	26,137.26
FM1413	Copperfield Court/Oakcreek - Flood Risk Management	781,820.90
FM15B	Rose Coulee Flood Risk Management	9,943.25
FM15F	Harwood, Hackberry, & River Drive - Flood Risk Management	51,220.85
FM15J	Belmont Flood Risk Management Project	849,914.81
FM15K	Rosewood Addition - Flood Risk Management	147,720.92
FM19A	Riverwood Addition Area - Flood Risk Management	8,957.75
FM19B	Royal Oaks Area - Flood Risk Management	3,394.57
FM19C	Woodcrest Drive Area - Flood Risk Management	34,026.80
FM19E	Elm Circle Area - Flood Risk Management	10,272.94
FM19F	Oak Grove Area - Flood Risk Management	15,611.25
FM19H	University Drive Floodwall - Geotechnical Evaluation	31,414.00
HD19A	City Wide - Demo/Restore	370.52
NR19B	Storm Lift Rehab - #24	56,935.00
	Total Expense for Period	\$2,027,905.26

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

Sincerely,

A handwritten signature in cursive script that reads "Kent Costin".

Kent Costin
Director of Finance, City of Fargo

City of Fargo, North Dakota

Schedule of Complementary In-Town Flood Protection Costs

September 1, 2019 - November 30, 2019

Project Number	Description	Transaction Amount	V-Code	In DA Budget	Description of Expense
FLDADM	FLOOD ADMINISTRATION	164.44	v05417	N	Food for DA meeting & Name plate for board member
FLDBUY	FLOOD ACQUISITION	26,137.26	v05418	Y - Various	Legal expense and rent revenue for Flood Buyouts
FM1413	DR 27 IMP OAK CRK PHASE 3	781,820.90	V05404	Y - FM1413	Engineering, Electricity, Capital Admin, and Construction Expense
FM1440	FLOOD RISK-Harwd Hack Rvr	3,617.21	V05401	Y - FM15F2	Engineering Expense
FM15B0	FLOOD MIT-Rose Coulee	9,943.25	V05414	N	Engineering Expense
FM15F2	FLOOD RISK-Harwd Hack Rvr	40,403.64	V05401	Y - FM15F2	Capital Admin and Construction Expense
FM15J0	FLOOD MIT-Belmont Park	88,535.00	V05405	Y - FM15J2	Engineering Expense
FM15J1	FLOOD MIT-Belmont Park	58,359.35	V05405	Y - FM15J2	Capital Admin and Construction Expense
FM15J2	FLOOD MIT-Belmont Park	703,020.46	V05405	Y - FM15J2	Capital Admin and Construction Expense
FM15K0	FLOOD MIT-RoseCoulee	20,686.25	V05402	Y - FM15K1	Engineering Expense
FM15K1	FLOOD MIT-RoseCoulee	127,034.67	V05402	Y - FM15K1	Televised Sewer Inspection, Irrigation Repairs, Capital Admin, and Construction Expense
FM19A0	FLOOD MIT-Riverwood Addn	8,957.75	V05407	Y - FM19A1	Engineering Expense
FM19B0	FLOOD MIT-Royal Oaks Dr	2,644.57	V05408	Y - FM19B1	Engineering HOA, and Electricity on flood buyouts
FM19B1	FLOOD MIT-Royal Oaks Dr	750.00	V05408	Y - FM19B1	HOA Dues on flood buyouts
FM19C0	FLOOD MIT-Woodcrest	34,026.80	V05409	Y - FM19C1	Engineering Expense
FM19E0	FLOOD MIT-Elm Circle	10,272.94	V05410	Y - FM19E1	Engineering and Electricity on flood buyouts
FM19F0	FLOOD MIT-Oak Grove Area	15,611.25	V05411	Y - FM19F1	Engineering Expense
FM19H0	FLOOD MIT-52 Ave S/Univ	28,894.00	V05413	N	Engineering Expense
FM19H2	FLOOD MIT-52 Ave S/Univ	2,520.00	V05413	N	Engineering Expense
HD19A1	DEMO RESTOR-City Wide	370.52	V05412	Y - HD19XX	Electricity on flood buyouts
MS18G0	Appraisal Serv-Hack/River	7,200.00	V05401	Y - FM15F2	Appraisal Services
NR19B0	STORM LIFT RHAB #24	56,935.00	V05419	Y - NN-20-XX	Engineering Expense
	Overall - Total	2,027,905.26			
		-			

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
September 1, 2019 - November 30, 2019

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name
FLDADM	FLOOD ADMINISTRATION	46035305106810	OFFICE SIGN COMPANY -	13.00	757	08/28-09/14/19	10/04/2019	P CARD BMO
FLDADM	FLOOD ADMINISTRATION	46035305106810	PAPA JOHN'S #1926	151.44	761	09/28-10/14/19	11/04/2019	P CARD BMO
460-3530-510.68-10 - Total				164.44				
FLDADM - Total				164.44				
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property Monthly	-1,000.00	MR	MR	09/16/2019	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property Monthly	-1,000.00	MR	MR	10/03/2019	City of Fargo
FLDBUY	FLOOD ACQUISITION	46000003618500	Flood Property Monthly	-1,000.00	MR	MR	11/07/2019	City of Fargo
460-0000-36185-00 - Total				-3,000.00				
FLDBUY	FLOOD ACQUISITION	46035305103325	ABSTRACT-FROELICH	205.00	298846	822499	09/05/2019	RED RIVER TITLE SERVICES INC
FLDBUY	FLOOD ACQUISITION	46035305103325	FLOOD RELATED ACQUISITION	4,964.80	298778	2807-	09/05/2019	ERIK R JOHNSON & ASSOCIATES
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	349.50	758	09/15-09/27/19	10/04/2019	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	11,207.67	758	09/15-09/27/19	10/04/2019	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	8/26-9/25/19 FLOOD RELATE	951.20	299803	2821-	10/17/2019	ERIK R JOHNSON & ASSOCIATES
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	164.00	764	10/15-10/27/19	11/04/2019	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	312.09	764	10/15-10/27/19	11/04/2019	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	41.00	764	10/15-10/27/19	11/04/2019	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	2,562.50	768	11/15-11/27/19	12/04/2019	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	6,903.50	768	11/15-11/27/19	12/04/2019	P CARD BMO
FLDBUY	FLOOD ACQUISITION	46035305103325	SERKLAND LAW FIRM	1,476.00	768	11/15-11/27/19	12/04/2019	P CARD BMO
460-3530-510.33-25 - Total				25,107.26				
FLDBUY - Total				25,107.26				
FM1413	DR 27 IMP OAK CRK PHASE 3	46000002062000	Retainage and Retainage R	-12,647.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46000002062000	Retainage and Retainage R	-20,568.85	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-0000-20620-00 - Total				-33,215.85				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103301	Cap Proj Admin Sept 19	25,294.00	SS20190914	SS20190914	09/28/2019	City of Fargo
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103301	Cap Proj Admin Oct 2019	41,137.70	SS20191015	SS20191015	10/31/2019	City of Fargo
460-3530-510.33-01 - Total				66,431.70				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103305	DRAIN 27 40TH AVE TO 25TH	56,249.93	299611	0045179	10/10/2019	HOUSTON ENGINEERING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103305	DRAIN 27TH 40TH AVE S	27,650.76	300285	0045482	11/07/2019	HOUSTON ENGINEERING INC
460-3530-510.33-05 - Total				83,900.69				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103899	ELECTRIC SERV 1104615	176.11	298888	8/7/2019	09/12/2019	CASS COUNTY ELECTRIC COOP
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305103899	ELECTRIC SERV 1104615	211.25	299560	9/9/2019	10/10/2019	CASS COUNTY ELECTRIC COOP
460-3530-510.33-99 - Total				387.36				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107320	Alternate # 1	400.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107320	Alternate # 1	25,200.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-3530-510.73-20 - Total				25,600.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107352	Miscellaneous	47,500.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
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Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107352	Flood Mitigation	44,800.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107352	Flood Mitigation	61,740.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107352	Alternate # 1	19,040.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-3530-510.73-52 - Total				125,580.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107356	Paving	966.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107356	Alternate # 1	40.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-3530-510.73-56 - Total				1,006.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107358	Storm Sewer	74,640.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107358	Miscellaneous	40,000.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107358	Storm Sewer	134,618.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107358	Alternate # 1	62,460.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-3530-510.73-58 - Total				311,718.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107359	Paving	6,625.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107359	Alternate # 1	3,068.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-3530-510.73-59 - Total				9,693.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107361	Paving	1,200.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107361	Paving	1,500.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-3530-510.73-61 - Total				2,700.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107366	Miscellaneous	24,000.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107366	Alternate # 1	4,000.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107366	Miscellaneous	12,960.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-3530-510.73-66 - Total				40,960.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107367	Flood Mitigation	52,900.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107367	Miscellaneous	14,000.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107367	Flood Mitigation	16,240.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-3530-510.73-67 - Total				83,140.00				
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107369	Paving	3,500.00	299104	FM1413 Est #2	09/18/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107369	Miscellaneous	1,220.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107369	Paving	3,500.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107369	Flood Mitigation	4,300.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
FM1413	DR 27 IMP OAK CRK PHASE 3	46035305107369	Alternate # 1	3,900.00	299845	FM1413 Est #3	10/17/2019	KEY CONTRACTING INC
460-3530-510.73-69 - Total				16,420.00				
FM1413 - Total				781,820.90				
FM1440	FLOOD RISK-Harwd Hack Rvr	46035305103305	PROJ # 6259 FLOOD RISK MA	1,589.21	299611	0045180	10/10/2019	HOUSTON ENGINEERING INC
FM1440	FLOOD RISK-Harwd Hack Rvr	46035305103305	PRJ # 6259 FLOOD RISK MAN	2,028.00	300285	0045483	11/07/2019	HOUSTON ENGINEERING INC
460-3530-510.33-05 - Total				3,617.21				
FM1440 - Total				3,617.21				

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
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Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name
FM15B0	FLOOD MIT-Rose Coulee	46035305103305	FLOOD RISK MITIGATION	9,943.25	299437	0045059	10/03/2019	HOUSTON ENGINEERING INC
460-3530-510-33-05 - Total				9,943.25				
FM15B0 - Total				9,943.25				
FM15F2	FLOOD RISK-Harwd Hack Rvr	46000002062000	Retainage and Retainage R	40,114.89	300764	FM15F2 Est #7	11/27/2019	INDUSTRIAL BUILDERS INC
460-0000-206-20-00 - Total				40,114.89				
FM15F2	FLOOD RISK-Harwd Hack Rvr	46035305103301	Cap Proj Admin Nov 19	26.25	SS20191117	SS20191117	11/30/2019	City of Fargo
460-3530-510-33-01 - Total				26.25				
FM15F2	FLOOD RISK-Harwd Hack Rvr	46035305107369	Flood Mitigation	262.50	300764	FM15F2 Est #7	11/27/2019	INDUSTRIAL BUILDERS INC
460-3530-510-73-69 - Total				262.50				
FM15F2 - Total				40,403.64				
FM15J0	FLOOD MIT-Belmont Park	46035305103305	FLOOD MITIGATION BELMONT	88,535.00	300281	1200224804	11/07/2019	HDR ENGINEERING INC
460-3530-510-33-05 - Total				88,535.00				
FM15J0 - Total				88,535.00				
FM15J1	FLOOD MIT-Belmont Park	46000002062000	Retainage and Retainage R	86,642.13	300765	FM15J1 Est #9	11/27/2019	INDUSTRIAL CONTRACT SERVICES INC
460-0000-206-20-00 - Total				86,642.13				
FM15J1	FLOOD MIT-Belmont Park	46035305103301	Cap Proj Admin Nov 19	-2,571.16	SS20191117	SS20191117	11/30/2019	City of Fargo
460-3530-510-33-01 - Total				-2,571.16				
FM15J1	FLOOD MIT-Belmont Park	46035305107356	Paving	190.55	300765	FM15J1 Est #9	11/27/2019	INDUSTRIAL CONTRACT SERVICES INC
460-3530-510-73-56 - Total				190.55				
FM15J1	FLOOD MIT-Belmont Park	46035305107358	Storm Sewer	-27,400.00	300765	FM15J1 Est #9	11/27/2019	INDUSTRIAL CONTRACT SERVICES INC
460-3530-510-73-58 - Total				-27,400.00				
FM15J1	FLOOD MIT-Belmont Park	46035305107369	Earthwork	1,497.83	300765	FM15J1 Est #9	11/27/2019	INDUSTRIAL CONTRACT SERVICES INC
460-3530-510-73-69 - Total				1,497.83				
FM15J1 - Total				58,359.35				
FM15J2	FLOOD MIT-Belmont Park	46000002062000	Retainage and Retainage R	-6,527.98	299615	FM15J2 Est #1	10/10/2019	INDUSTRIAL BUILDERS INC
FM15J2	FLOOD MIT-Belmont Park	46000002062000	Retainage and Retainage R	-26,949.19	300596	FM15J2 Est #2	11/21/2019	INDUSTRIAL BUILDERS INC
460-0000-206-20-00 - Total				-33,477.17				
FM15J2	FLOOD MIT-Belmont Park	46035305103301	Cap Proj Admin Oct 2019	13,055.96	SS20191015	SS20191015	10/31/2019	City of Fargo
FM15J2	FLOOD MIT-Belmont Park	46035305103301	Cap Proj Admin Nov 19	53,898.37	SS20191117	SS20191117	11/30/2019	City of Fargo
460-3530-510-33-01 - Total				66,954.33				
FM15J2	FLOOD MIT-Belmont Park	46035305107320	Removals	1,500.00	299615	FM15J2 Est #1	10/10/2019	INDUSTRIAL BUILDERS INC
460-3530-510-73-20 - Total				1,500.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107352	Flood Mitigation	418,166.80	300596	FM15J2 Est #2	11/21/2019	INDUSTRIAL BUILDERS INC
460-3530-510-73-52 - Total				418,166.80				
FM15J2	FLOOD MIT-Belmont Park	46035305107358	Removals	7,500.00	299615	FM15J2 Est #1	10/10/2019	INDUSTRIAL BUILDERS INC
FM15J2	FLOOD MIT-Belmont Park	46035305107358	Storm Sewer	63,000.00	299615	FM15J2 Est #1	10/10/2019	INDUSTRIAL BUILDERS INC
FM15J2	FLOOD MIT-Belmont Park	46035305107358	Removals	9,600.00	300596	FM15J2 Est #2	11/21/2019	INDUSTRIAL BUILDERS INC

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
September 1, 2019 - November 30, 2019

Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name
FM15J2	FLOOD MIT-Belmont Park	46035305107358	Storm Sewer	105,960.00	300596	FM15J2 Est #2	11/21/2019	INDUSTRIAL BUILDERS INC
			460-3530-510.73-58 - Total	105,960.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107359	Removals	2,025.00	300596	FM15J2 Est #2	11/21/2019	INDUSTRIAL BUILDERS INC
			460-3530-510.73-59 - Total	2,025.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107361	Miscellaneous	39,700.00	299615	FM15J2 Est #1	10/10/2019	INDUSTRIAL BUILDERS INC
			460-3530-510.73-61 - Total	39,700.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107366	Removals	7,750.00	299615	FM15J2 Est #1	10/10/2019	INDUSTRIAL BUILDERS INC
FM15J2	FLOOD MIT-Belmont Park	46035305107366	Removals	1,800.00	300596	FM15J2 Est #2	11/21/2019	INDUSTRIAL BUILDERS INC
			460-3530-510.73-66 - Total	9,550.00				
FM15J2	FLOOD MIT-Belmont Park	46035305107369	Erosion And Sediment Cont	11,109.60	299615	FM15J2 Est #1	10/10/2019	INDUSTRIAL BUILDERS INC
FM15J2	FLOOD MIT-Belmont Park	46035305107369	Erosion And Sediment Cont	1,431.90	300596	FM15J2 Est #2	11/21/2019	INDUSTRIAL BUILDERS INC
			460-3530-510.73-69 - Total	12,541.50				
FM15J2 - Total				703,020.46				
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FM-15-K0 FLOOD MITIGATION	12,068.25	299445	10124452	10/03/2019	KADRMAS LEE & JACKSON INC
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FLOOD MITIGATION	5,150.00	300290	10126763	11/07/2019	KADRMAS LEE & JACKSON INC
FM15K0	FLOOD MIT-RoseCoulee	46035305103305	FLOOD MITIGATION	3,468.00	300774	10128409	11/27/2019	KADRMAS LEE & JACKSON INC
			460-3530-510.33-05 - Total	20,686.25				
FM15K0 - Total				20,686.25				
FM15K1	FLOOD MIT-RoseCoulee	4600002062000	Retainage and Retainage R	-5,992.82	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
			460-0000-206.20-00 - Total	-5,992.82				
FM15K1	FLOOD MIT-RoseCoulee	46035305103301	Cap Proj Admin Oct 2019	11,985.64	SS20191015	SS20191015	10/31/2019	City of Fargo
			460-3530-510.33-01 - Total	11,985.64				
FM15K1	FLOOD MIT-RoseCoulee	46035305103476	TV SEWER INSPECTION INV	895.95	MZ20190903	MZ20190903	09/20/2019	City of Fargo
			460-3530-510.34-76 - Total	895.95				
FM15K1	FLOOD MIT-RoseCoulee	46035305103899	IRRIGATION REPAIR 15TH ST	289.49	299606	5660	10/10/2019	GULLICKSON, WARREN
			460-3530-510.33-99 - Total	289.49				
FM15K1	FLOOD MIT-RoseCoulee	46035305107320	Earthwork	35,287.61	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
FM15K1	FLOOD MIT-RoseCoulee	46035305107320	Building Demolition	620.00	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
			460-3530-510.73-20 - Total	35,907.61				
FM15K1	FLOOD MIT-RoseCoulee	46035305107352	Miscellaneous	16,615.50	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
FM15K1	FLOOD MIT-RoseCoulee	46035305107352	Earthwork	1,336.00	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
			460-3530-510.73-52 - Total	17,951.50				
FM15K1	FLOOD MIT-RoseCoulee	46035305107356	Paving	430.00	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
			460-3530-510.73-56 - Total	430.00				
FM15K1	FLOOD MIT-RoseCoulee	46035305107358	Storm Sewer Lift Station	33,662.20	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
			460-3530-510.73-58 - Total	33,662.20				
FM15K1	FLOOD MIT-RoseCoulee	46035305107359	Paving	1,350.00	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC

City of Fargo, North Dakota
Schedule of Complementary In-Town Flood Protection Costs
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Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name
460-3530-510.73-59 - Total				1,550.00				
FM15K1	FLOOD MIT-RoseCoulee	46035305107366	Miscellaneous	14,070.00	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
FM15K1	FLOOD MIT-RoseCoulee	46035305107366	Storm Sewer Lift Station	2,500.00	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
460-3530-510.73-66 - Total				18,570.00				
FM15K1	FLOOD MIT-RoseCoulee	46035305107367	Miscellaneous	500.00	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
FM15K1	FLOOD MIT-RoseCoulee	46035305107367	Earthwork	11,895.10	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
460-3530-510.73-67 - Total				12,395.10				
FM15K1	FLOOD MIT-RoseCoulee	46035305107369	Miscellaneous	1,590.00	300163	FM15K1 Est #19	10/31/2019	INDUSTRIAL BUILDERS INC
460-3530-510.73-69 - Total				1,590.00				
FM15K1 - Total				127,034.67				
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	RIVERWOOD FLOOD MITIGATIO	3,737.50	299437	0045060	10/03/2019	HOUSTON ENGINEERING INC
FM19A0	FLOOD MIT-Riverwood Addn	46035305103305	RIVERWOOD FLOOD MITIGATIO	5,220.25	300454	0045536	11/14/2019	HOUSTON ENGINEERING INC
460-3530-510.33-05 - Total				8,957.75				
FM19A0 - Total				8,957.75				
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	ROYAL OAKS FLOOD MITIGATI	540.50	299437	0045061	10/03/2019	HOUSTON ENGINEERING INC
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103305	ROYAL OAKS FLOOD MITIGATI	616.25	300454	0045537	11/14/2019	HOUSTON ENGINEERING INC
460-3530-510.33-15 - Total				1,156.75				
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	ELECTRIC SER 51-9464640-5	279.74	298995	650601556	09/12/2019	XCEL ENERGY
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	HOA DUES 763 & 771	250.00	299037	9/17/2019	09/18/2019	BROADWAY NORTH OWNERS ASSOCIATION
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	HOA DUES 767	125.00	299037	9/17/2019	09/18/2019	BROADWAY NORTH OWNERS ASSOCIATION
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	ELECTRIC SER 51-9464640-5	428.64	299731	654142200	10/10/2019	XCEL ENERGY
FM19B0	FLOOD MIT-Royal Oaks Dr	46035305103899	51-9464640-5	406.44	300356	657847923	11/07/2019	XCEL ENERGY
460-3530-510.33-99 - Total				1,639.32				
FM19B0 - Total				2,644.57				
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103899	HOA/HIA DUES 10/2019	375.00	300403	11/13/2019	11/14/2019	BROADWAY NORTH OWNERS ASSOCIATION
FM19B1	FLOOD MIT-Royal Oaks Dr	46035305103899	HOA/HIA DUES 11/2019	375.00	300403	11/13/2019	11/14/2019	BROADWAY NORTH OWNERS ASSOCIATION
460-3530-510.33-99 - Total				750.00				
FM19B1 - Total				750.00				
FM19C0	FLOOD MIT-Woodcrest	46035305103305	WOODCREST FLOOD MITIGATIO	20,981.30	299437	0045062	10/03/2019	HOUSTON ENGINEERING INC
FM19C0	FLOOD MIT-Woodcrest	46035305103305	WOODCREST FLOOD MITIGATIO	13,045.50	300454	0045538	11/14/2019	HOUSTON ENGINEERING INC
460-3530-510.33-05 - Total				34,026.80				
FM19C0 - Total				34,026.80				
FM19E0	FLOOD MIT-Elm Circle	46035305103305	ELM CIRCLE FLOOD MITIGATI	2,216.25	299437	0045063	10/03/2019	HOUSTON ENGINEERING INC
FM19E0	FLOOD MIT-Elm Circle	46035305103305	ELM CIRCLE FLOOD MITIGATI	7,908.99	300454	0045539	11/14/2019	HOUSTON ENGINEERING INC
460-3530-510.33-05 - Total				10,125.24				
FM19E0	FLOOD MIT-Elm Circle	46035305103899	ELECTRIC SER 51-9464640-5	92.81	299731	654142200	10/10/2019	XCEL ENERGY
FM19E0	FLOOD MIT-Elm Circle	46035305103899	51-9464640-5	54.89	300356	657847923	11/07/2019	XCEL ENERGY

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Project Number	AP Project Description	Account Number	Description	AP Transaction Amount	Payment Number	AP Invoice Number	Payment Date	Vendor Name
460-3530-510-33-99 - Total				147.70				
FM19E0 - Total				10,272.94				
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	OAK GROVE FLOOD MITIGATIO	635.50	299437	0045064	10/03/2019	HOUSTON ENGINEERING INC
FM19F0	FLOOD MIT-Oak Grove Area	46035305103305	OAK GROVE FLOOD MITIGATIO	14,975.75	300454	0045540	11/14/2019	HOUSTON ENGINEERING INC
460-3530-510-33-05 - Total				15,611.25				
FM19F0 - Total				15,611.25				
FM19H0	FLOOD MIT-52 Ave S/Univ	46035305103305	BRAUN INTERTEC CORP	16,566.00	758	09/15-09/27/19	10/04/2019	P CARD BMO
FM19H0	FLOOD MIT-52 Ave S/Univ	46035305103305	BRAUN INTERTEC CORP	10,399.50	761	09/28-10/14/19	11/04/2019	P CARD BMO
FM19H0	FLOOD MIT-52 Ave S/Univ	46035305103305	BRAUN INTERTEC CORP	1,928.50	766	10/28-11/14/19	12/04/2019	P CARD BMO
460-3530-510-33-05 - Total				28,894.00				
FM19H0 - Total				28,894.00				
FM19H2	FLOOD MIT-52 Ave S/Univ	46035305103305	TOPOGRAHIC SURVEY SERVIC	2,520.00	300290	10126653	11/07/2019	KADRMAS LEE & JACKSON INC
460-3530-510-33-05 - Total				2,520.00				
FM19H2 - Total				2,520.00				
HD19A1	DEMO RESTOR-City Wide	46035305103899	ELECTRIC SER 51-9464640-5	18.85	298995	650601556	09/12/2019	XCEL ENERGY
HD19A1	DEMO RESTOR-City Wide	46035305103899	ELECTRIC SER 51-9464640-5	1.04	299731	654142200	10/10/2019	XCEL ENERGY
HD19A1	DEMO RESTOR-City Wide	46035305103899	ACCT # 1104615 ELECTRIC S	158.43	299952	10/7/2019	10/24/2019	CASS COUNTY ELECTRIC COOP
HD19A1	DEMO RESTOR-City Wide	46035305103899	51-9464640-5	18.85	300356	657847923	11/07/2019	XCEL ENERGY
HD19A1	DEMO RESTOR-City Wide	46035305103899	51-0012846475-0	59.52	300356	657503537	11/07/2019	XCEL ENERGY
HD19A1	DEMO RESTOR-City Wide	46035305103899	ACCT # 1104615 ELECTRIC	113.83	300715	11/7/2019	11/27/2019	CASS COUNTY ELECTRIC COOP
460-3530-510-33-99 - Total				370.52				
HD19A1 - Total				370.52				
MS19G0	Appraisal Serv-Hack/River	46035305103332	Miscellaneous	7,200.00	299323	MS19G0 Est #1	09/26/2019	RM HOEFS & ASSOCIATES INC
460-3530-510-33-32 - Total				7,200.00				
MS19G0 - Total				7,200.00				
NR19B0	STORM LIFT RHAB #24	46035305103305	WWTF PH IIB STORMWATER LI	28,348.50	299537	9727	10/10/2019	APEX ENGINEERING GROUP INC
NR19B0	STORM LIFT RHAB #24	46035305103305	PH IIB STORMWATER LIFT ST	11,952.00	299936	9859	10/24/2019	APEX ENGINEERING GROUP INC
NR19B0	STORM LIFT RHAB #24	46035305103305	PH IIB STORMWATER LIFT ST	16,634.50	300706	9990	11/27/2019	APEX ENGINEERING GROUP INC
460-3530-510-33-05 - Total				56,935.00				
NR19B0 - Total				56,935.00				
Overall - Total				2,027,905.26				



PO Box 2254 • Bismarck, ND 58502-2254

ROBERT WILSON
 F-M AREA DIVERSION AUTHORITY
 PO BOX 2806
 FARGO ND 58108

INVOICE	DATE	INVOICE #
		12/1/19
DESCRIPTION	AMOUNT	
2020 NDWUA SUSTAINING MEMBER	\$5,000.00	
Thank You!	TOTAL	\$5,000.00

The portion of dues paid to the North Dakota Water Users Association, which is attributable to lobbying activities, is 7.5% or less.

Send check to:
 ND Water Users Association, PO Box 2254, Bismarck, ND 58502
 (701) 223-4615 • staff@ndwater.net • www.ndwater.org



Detach and remit with payment.
 (Please update contact information if needed.)

2020 NDWUA MEMBERSHIP

Contact Information:	Invoice #:	Amount Due:
ROBERT WILSON F-M AREA DIVERSION AUTHORITY PO BOX 2806 FARGO ND 58108 PHONE: (701) 241-5609(O) EMAIL: wilsonro@casscountynd.gov COUNTY: CASS	3007	\$5,000.00

Thank You!

Dedicated to Protect, Develop and Manager North Dakota's Water Resources



FY2020 Cash Budget

December 19, 2019

Level 1 Summary

Schedule Budget Categories	FY2018		FY2019		FY2020
	Cash Budget	Paid	Cash Budget	Estimate at Completion (EAC)	Proposed Cash Budget
Diversion Channel & Assoc. Infrastructure	\$ 1,070,000	\$ 1,407,804	\$ 14,948,179	\$ 1,300,092	\$ 7,744,309
Southern Embankment & Assoc. Infrastructure	\$ 17,419	\$ 987	\$ 1,136,375	\$ 1,244,175	\$ 1,372,980
Other Mitigation Projects	\$ 8,139,408	\$ 8,019,250	\$ 3,960,180	\$ 860,182	\$ 2,872,000
In-Town Flood Protection	\$ 36,656,701	\$ 940,015	\$ 50,509,247	\$ 21,816,244	\$ 24,894,000
Enabling Work / Other	\$ 250,000	\$ 175,634	\$ 656,000	\$ 229,698	\$ 26,400
Land Acquisition & Mitigation	\$ 12,381,256	\$ 8,623,242	\$ 66,519,373	\$ 31,444,591	\$ 71,079,358
Engineering & Design Fees	\$ 4,091,390	\$ 3,239,902	\$ 3,812,874	\$ 1,894,123	\$ 3,135,300
Program Management / Legal / Financial / Procurement	\$ 6,388,530	\$ 5,830,404	\$ 11,154,000	\$ 6,153,485	\$ 16,144,480
Contingency	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ 8,459,700	\$ 9,626,633	\$ 9,995,622	\$ 10,325,995	\$ 11,100,000
Maintenance	\$ 100,000	\$ 28,538	\$ 32,000	\$ 63,493	\$ 90,000
Report Totals	\$ 82,554,404	\$ 37,892,409	\$ 162,723,850	\$ 75,332,077	\$ 138,458,827

Level 2 Detail

Schedule Budget Categories	FY2018		FY2019		FY2020
	Cash Budget	Paid	Cash Budget	Estimate at Completion (EAC)	Proposed Cash Budget
Diversion Channel & Assoc. Infrastructure	\$ 1,070,000	\$ 1,407,804	\$ 14,948,179	\$ 1,300,092	\$ 7,744,309
Management, Legal, Financial, Procurement	\$ 1,050,000	\$ 1,407,804	\$ 14,948,179	\$ 1,300,092	\$ 7,744,309
Channel - Construction	\$ 20,000	\$ -	\$ -	\$ -	\$ -
Southern Embankment & Assoc. Infrastructure	\$ 17,419	\$ 987	\$ 1,136,375	\$ 1,244,175	\$ 1,372,980
WP-26 Diversion Inlet	\$ 17,419	\$ 987	\$ 27,175	\$ 175	\$ -
WP-27 Red River - West Embankment	\$ -	\$ -	\$ 295,000	\$ 40,000	\$ -
WP-29 Red River - East Embankment	\$ -	\$ -	\$ -	\$ -	\$ -
WP-30 Wild Rice River Control Structure	\$ -	\$ -	\$ 46,000	\$ -	\$ -
WP-31 I-29 Grade Raise	\$ -	\$ -	\$ 150,000	\$ 1,000,000	\$ 1,273,980
WP-33 CR-81 Bridge	\$ -	\$ -	\$ -	\$ -	\$ -
WP-35 Red River Control Structure	\$ -	\$ -	\$ 139,000	\$ -	\$ -
WP-47 Contracted Utility Relocations	\$ -	\$ -	\$ -	\$ -	\$ -
WP-50 Phase II Demo	\$ -	\$ -	\$ 479,200	\$ 204,000	\$ 99,000
WP-51 Recreation (Metro COG)	\$ -	\$ -	\$ -	\$ -	\$ -
USACE Local Share \ Management Oversight	\$ -	\$ -	\$ -	\$ -	\$ -
Other Mitigation Projects	\$ 8,139,408	\$ 8,019,250	\$ 3,960,180	\$ 860,182	\$ 2,872,000
WP-36 Wild Rice Dam Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -
WP-40 Drayton Dam Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -
WP-41 Buffalo River Mitigation	\$ -	\$ -	\$ -	\$ -	\$ -
WP-43 Oxbow-Hickson-Bakke	\$ 8,139,408	\$ 8,019,250	\$ 3,960,180	\$ 860,182	\$ 2,872,000
WP-49 Cultural Remediation	\$ -	\$ -	\$ -	\$ -	\$ -
In-Town Flood Protection	\$ 36,656,701	\$ 940,015	\$ 50,509,247	\$ 21,816,244	\$ 24,894,000
WP-42 In-Town Levees	\$ 4,073,482	\$ 940,015	\$ 10,509,247	\$ 7,449,172	\$ 894,000
In-Town Flood Protection (R37')	\$ 32,583,219	\$ -	\$ 40,000,000	\$ 14,367,071	\$ 24,000,000
Enabling Work / Other	\$ 250,000	\$ 175,634	\$ 656,000	\$ 229,698	\$ 26,400
WP-28 - Cass County Road 16 and 17 Bridge	\$ 250,000	\$ 175,634	\$ 656,000	\$ 229,698	\$ 26,400

Level 2 (Cont'd)

Schedule Budget Categories	FY2018		FY2019		FY2020
	Cash Budget	Paid	Cash Budget	Estimate at Completion (EAC)	Proposed Cash Budget
Land Acquisition & Mitigation	\$ 12,381,246	\$ 8,623,242	\$ 66,519,373	\$ 31,444,591	\$ 71,079,358
Management, Legal, Financial, Procurement	\$ 1,770,000	\$ 2,174,819	\$ 11,339,203	\$ 4,250,556	\$ 14,632,088
Diversion Channel and Associated Infrastructure	\$ 3,831,838	\$ 2,625,763	\$ 29,131,081	\$ 14,555,640	\$ 34,243,283
Southern Embankment and Associated Infrastructure	\$ 809,974	\$ (476,040)	\$ 6,020,000	\$ 4,858,887	\$ 4,156,626
Mitigation and Associated Infrastructure	\$ 3,969,434	\$ 3,080,848	\$ 222,671	\$ 721,074	\$ 1,320,938
WP-38 Upstream Staging	\$ 1,000,000	\$ 592,987	\$ 19,802,488	\$ 7,032,076	\$ 16,726,423
In-town Flood Protection	\$ 1,000,000	\$ 624,865	\$ 3,930	\$ 26,358	\$ -
Engineering & Design Fees	\$ 4,091,390	\$ 3,239,902	\$ 3,812,874	\$ 1,894,123	\$ 3,135,300
Management, Legal, Financial, Procurement	\$ 1,000,000	\$ 813,984	\$ 1,073,006	\$ 376,225	\$ 1,283,500
Work-in-Kind (WIK) Studies	\$ 1,020,000	\$ 749,635	\$ 2,517,122	\$ 973,580	\$ 1,227,600
Indicative Design	\$ 50,000	\$ 5,024	\$ -	\$ 172,816	\$ 132,000
(LERRDs) - Land, Easements, ROW, Relocation & Disposal Areas	\$ 50,000	\$ 33,449	\$ 7,927	\$ 32,400	\$ 12,000
Permitting	\$ 1,000,000	\$ 927,605	\$ 160,360	\$ 227,947	\$ 360,000
Certification	\$ -	\$ -	\$ -	\$ -	\$ -
FMDA Detention Funding	\$ -	\$ -	\$ -	\$ -	\$ -
Other Mitigation Projects	\$ 971,390	\$ 710,205	\$ 54,459	\$ 111,156	\$ 20,000
Enabling Work	\$ -	\$ -	\$ -	\$ -	\$ 100,200
Program Management	\$ 6,388,530	\$ 5,830,404	\$ 11,154,000	\$ 6,153,485	\$ 16,144,480
Management, Legal, Financial, Procurement	\$ 6,388,530	\$ 5,830,404	\$ 11,154,000	\$ 6,053,485	\$ 15,190,933
Diversion Authority Operations	\$ -	\$ -	\$ -	\$ 100,000	\$ 953,547
Contingency	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
System Wide Contingency	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -
Diversion Channel and Associated Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -
Southern Embankment and Associated Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -
Other Mitigation Projects	\$ -	\$ -	\$ -	\$ -	\$ -
In-town Flood Protection	\$ -	\$ -	\$ -	\$ -	\$ -
Enabling Work	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service	\$ 8,459,700	\$ 9,626,633	\$ 9,995,622	\$ 10,325,995	\$ 11,100,000
Maintenance	\$ 100,000	\$ 28,538	\$ 32,000	\$ 63,493	\$ 90,000
Report Totals	\$ 82,554,394	\$ 37,892,409	\$ 162,723,850	\$ 75,332,077	\$ 138,458,827

FY2020 Revenue Sources

	FY 2020 Approved Budget
Sources:	
Sales Tax City of Fargo	\$ 31,425,000
Sales Tax Cass County	\$ 16,724,000
State of North Dakota	\$ 56,870,000
State of Minnesota	\$ -
Investment Income	\$ 900,000
Reimbursements	\$ -
Lease / Rentals	\$ -
Miscellaneous	\$ 800,000
Fund Balance Carryover	\$ 31,739,827
Total Sources	\$138,458,827



Technical Advisory Group Recommendation

Meeting Date: 12/05/2019

RECOMMENDATION FOR ACTION:

The Technical Advisory Group has reviewed and recommends approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended August 23, 2018, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) shall submit construction Change Order requests that are greater than \$50,000 to the Technical Advisory Group. The Technical Advisory Group shall review the Change Order request during its next regular meeting after receiving the Change Order request, and make a recommendation as to approval or denial of the Change Order request.

The Owner's Representative has prepared the following Contract Action(s):

Description	Budget Estimate (\$)
WP-42E: Industrial Builders, Inc.	
<i>Change Order #04</i>	\$81,248.63
<ul style="list-style-type: none"> • Add 2nd St. So. paving and curb & gutter work • Add reprinting of removable closure labels • Modify the Lift Station #18 hatch cover • Add additional traffic control • Add removal of unsuitable material • Add Gatewell walk-through ladder • Modify Gatewell #18 actuator locks • Add Unit Quantity balancing • Modify Contract Times 	

Summary of Contracting History and Current Contract Action:

The Diversion Authority awarded the WP-42E (In-Town Levees - 2nd Street South and Main Avenue Flood Mitigation) construction contract to Industrial Builders, Inc. (IBI)(Contractor) on September 27, 2018. Notice To Proceed was granted and the Effective Date of the Contract was October 17, 2018.

This change order incorporates 2nd St. So. paving and curb & gutter work, reprinting of removable closure labels, modification of the Lift Station #18 hatch cover, additional traffic control, removal of unsuitable material, the Gatewell walk-through ladder, Gatewell #18 actuator lock modifications, Unit Quantity balancing, and changes the Contract Times.

The following is a summary of contracting history to date along with the current contracting action.

Original Agreement or Amendment	Budget (\$) Change	Original Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract		\$8,769,445.23		17-Oct-18	01-Jul-20	Contract Award to IBI.
Change Order No. 1	\$(240,636.15)		\$8,528,809.08	17-Oct-18	01-Jul-20	Remove Main Avenue Project Overlap work items, and add CLSM pipe cradles, foundation debris removal, and Gatewell structural backfill.
Change Order No. 2	\$(35,245.64)		\$8,493,563.44	17-Oct-18	01-Jul-20	Delete additional Main Avenue Project items, modifications to paving, fence, lights, and ladder.
Change Order No. 3	\$10,897.00		\$8,504,460.44	17-Oct-18	01-Jul-20	Incorporate Field Order 1, modify work for Lift Station #18, 2nd St. So. Pump Station, Floodwall, add sidewalk repairs, and change the Contract Times.
Change Order No. 4	\$81,248.63		\$8,504,460.44	17-Oct-18	01-Jul-20	Incorporate 2nd St. So. paving and curb & gutter work, reprinting of removable closure labels, modification of LS#18 hatch cover, additional traffic control, removal of unsuitable material, the Gatewell walk-through ladder, Gatewell #18 actuator lock mods, Unit Quantity balancing, and changes the Contract Times.

Financial Considerations:

Attached for your review and action is draft Change Order No. 4 (CO-04). The PMC and the EOR have reviewed CO-04 and feel the proposed costs and level of effort are reasonable. This change order increases the total Contract Price \$81,248.63 and changes the Contract Times. The following items are included in this change order:

1. Additional 2nd St. So. Items – The NDDOT Main Avenue reconstruction project was adjacent to the Diversion Authority’s WP-42E project, and the Contract Work Limit between the two projects was established as the north side of removable closure 1 on 2nd St. So. Subsequently, NDDOT decided they would not work or install pavement within 20-feet of removable closure 1 due to risk concerns, and the 20-feet of 2nd St. So. paving and curb & gutter work became the responsibility of the Diversion Authority and its WP-42E Contractor. Because of the size and location of the work, paving equipment could not be used. The Engineer and Contractor negotiated the cost of the work. The following are work changes to furnish and install the 20-feet of paving and curb & gutter north of removable closure 1:
 - a. Forty (40) lineal feet (LF) of curb & gutter, 20 LF on each side of the road, were required.
 - i. The Contractor provided a price of \$87.29 per LF to furnish and install the curb & gutter.
 - ii. The Engineer reviewed this proposal and found it to be acceptable.
 - iii. This change adds Contract Unit Price item #195 *F&I Curb & Gutter Standard (Type II) CO-4* for \$87.29 per LF multiplied by 40 LF, for a Contract Price increase of \$3,491.60.

- b. One hundred and thirty-eight (138) square yards (SY) of 9-inch thick, doweled concrete pavement, were required.
 - i. The Contractor provided a price of \$118.64 per SY to furnish and install the 9-inch thick, doweled concrete pavement.
 - ii. The Engineer reviewed this proposal and found it to be acceptable.
 - iii. This change adds Contract Unit Price item #196 *F&I Pavement 9" Thick Doweled Conc CO-4* for \$118.64 per SY multiplied by 138 SY, for a Contract Price increase of \$16,372.32.
 - c. The removal of the curb & gutter along the east side of 2nd St. So. required the Contractor to saw cut the joint along the back of the curb in order to separate the curb from the adjacent sidewalk, which remained in place.
 - i. The Contractor provided a lump sum price of \$4,414.00 to saw cut the joint along the back of the curb.
 - ii. The Engineer reviewed this proposal and found it to be acceptable.
 - iii. This change adds Contract Lump Sum Price item #197 *Saw Cut Sidewalk Along Back of Curb CO-4* for \$4,414.00 to cut and remove the curb & gutter along existing sidewalk.
 - d. Existing pavement marking grooves in the concrete pavement west of the project limits on 2nd St. So. did not align with the pavement markings for the WP-42E project. The Owner requested the area around these pavement markings be ground to eliminate the grooves.
 - i. The Contractor provided a lump sum price of \$4,116.30 to grind the pavement around the pavement markings.
 - ii. The Engineer reviewed this proposal and found it to be acceptable.
 - iii. This change adds Contract Lump Sum Price item #198 *Grinding to Remove Pavement Markings CO-4* for \$4,116.30 to remove pavement grooves.
2. Removable Closure Labels – The project number for the removable closure deployable parts was incorrect in the project specifications and the labels had to be re-printed with the correct project number.
- a. The Contractor provided a proposed lump sum price of \$142.00 to re-print the labels with the correct project number.
 - b. The Engineer reviewed this proposal and found it to be acceptable.
 - c. This change adds Contract Lump Sum Price item #199 *Re-Print Removable Closure Labels CO-4* for \$142.00 to re-print the labels for the removable closure deployable parts.
3. Lift Station #18 Hatch Cover – The Owner requested a different hatch cover for Lift Station #18 than the hatch cover shown in the project plans.
- a. The Contractor provided a lump sum price of \$10,941.00 to furnish and install the Owner requested hatch cover. This price includes the deduction for the Contractor's bid price on the original hatch.
 - b. The Engineer reviewed this proposal and found it to be acceptable.
 - c. This change adds Contract Lump Sum Price item #200 *F&I Modified Lift Station #18 Hatch Cover CO-4* for \$10,941.00 to furnish and install the modified hatch cover for Lift Station #18.
4. Traffic Control – After the NDDOT contractor finished their Main Avenue reconstruction project and opened Main Avenue to traffic, additional traffic control was required at the Main Avenue and 2nd St. So. intersection because 2nd St. So. had to remain closed to complete the project.

- a. The Contractor provided a lump sum price of \$4,791.60 to furnish and install the additional traffic control barricades and signs.
 - b. The Engineer reviewed this proposal and found it to be acceptable.
 - c. This change adds Contract Lump Sum Price item #201 *F&I Additional Traffic Control CO-4* for \$4,791.60 for the additional required traffic control.
5. Unsuitable Material – The Contractor encountered unsuitable material on site while excavating for the floodwall. The unsuitable material was disposed of offsite.
- a. The Contractor provided a Contract change price that included labor, equipment, expenses (landfill tipping fees), and additional unit price bid item quantities.
 - i. The additional Embankment and Subcut unit price bid item quantities are not included as a change and will be invoiced and paid at Contract unit prices. If these unit quantities exceed the quantities in the Contract, an adjustment will be made to balance Contract quantities with furnished and installed quantities in a future change order.
 - ii. The Contractor’s labor, equipment, and expenses (landfill tipping fees) total \$8,884.71, and this is proposed as a lump sum price change.
 - b. The Engineer reviewed this proposal and found it to be acceptable.
 - c. This change adds Contract Lump Sum Price item #202 *Remove and Dispose of Unsuitable Material CO-4* for \$8,884.71 to removal this unsuitable material from the site.
6. Gatewell Walk-Thru Ladder – The top of the Gatewell lid is several feet above the surrounding ground elevation. The design did not include a walk-through ladder to access the top of the Gatewell lid. During construction, the Engineer determined a ladder to access the top of the Gatewell lid was required and requested a change proposal from the Contractor.
- a. The Contractor provided a lump sum price of \$2,327.00 to furnish and install a walk-through ladder to access the top of the Gatewell lid.
 - b. The Engineer reviewed this proposal and found it to be acceptable.
 - c. This change adds Contract Lump Sum Price item #203 *F&I Gatewell Walk-Thru Ladder CO-4* for \$2,327.00 to furnish and install the walk-thru ladder for the Gatewell.
7. 2” Nut Adaptors – Locks for two Gatewell #18 actuator handwheels were added to the Contract via Change Order 3. Subsequently, the Owner requested that these locks be replaced with 2” nut adaptors with handwheel locking sleeves and locks.
- a. The Contractor provided a lump sum Contract change price of \$249.00 that included labor, a restocking fee for the locks, and the cost to provide the 2” nut adaptors with handwheel locking sleeves and locks. This is in addition to the Change Order 3 locks cost.
 - b. The Engineer reviewed this proposal and found it to be acceptable.
 - c. This change adds Contract Lump Sum Price item #204 *F&I 2” Nut Adaptors for Gatewell #18 Actuators CO-4* for \$249.00 to return the locks and furnish and install the 2” nut adaptors with handwheel locking sleeves and locks for the actuators on Gatewell #18.
8. Quantity Balancing – Per Contract General Condition 13.03 (Unit Price Work), the estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities as determined by the Engineer.

- a. The attached Change Order 4 Unit Price Schedule dated 12/04/2019 shows ten (10) bid item quantities that have been changed to match furnished and installed quantities. These changes increase the Contract Price \$25,519.10. There is no schedule change associated with this change item.
 - i. The largest of these items was an approximately fifteen (15) percent increase in bid item #36 *F&I Pavement 9" Thick Doweled Conc*, in the amount of \$27,445.60.
9. Contract Time Extensions – The following are Contract Time changes included in CO-04:
- a. Milestone 7 – Due to pump delivery delays that were deemed unforeseen delays, the Work required to provide a complete and fully operational Lift Station were moved to a separate Milestone 7 with a Substantial Completion date of December 15, 2019.
 - i. The delivery of the pumps were further delayed after the creation of Milestone 7, and the Engineer and Contractor agreed to add forty-seven (47) days to the Substantial Completion date to allow for deliver, installation, and testing of the pumps, resulting in the following Contract Time change:
 1. Section C-520, Agreement, paragraph 4.02 (Contract Times): Add forty-seven (47) days to Milestone 7 completion date. Replace paragraph 4.02A.7 in its entirety with the following:
 - a. Milestone 7 – Substantial Completion Date: **January 31, 2020**. Milestone 7 includes all work required for a complete and fully operational Lift Station. This includes all pumps installed, tested, and fully operational (including the SCADA system), pump station excavation backfilled, all components, and accessories installed and tested, and the station considered fully complete.
 - b. Substantial Completion – The Contractor encountered unsuitable material and steel piling in an area beneath the floodwall footing. The steel piling removal and disposal item was added to the Contract in Change Order 3. However the Contractor sustained a delay of two (2) days due to the removal and disposal of the unsuitable material and steel piling from under the floodwall footing. The Contractor and Engineer agreed to add two (2) calendar days to Substantial Completion to account for this delay, resulting in the following Contract Time change:
 - i. Section C-520, Agreement, paragraph 4.02B (Contract Times): Add two (2) days to Substantial Completion. Replace paragraph 4.02B in its entirety with the following:
 1. The work will be substantially completed on **October 30, 2019**, for all work except Milestone 7 work, plantings and trees, as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by **July 1, 2020**.

ATTACHMENT(S):

1. Draft Change Order No. 4 with attachments
2. Supporting documentation

Prepared by: Program Management Consultant

John W. Glatzmaier

John Glatzmaier, P.E.
Jacobs

December 8, 2019

Date

Submitted by:

Nathan Boerboom, City of Fargo Engineer,
Diversion Authority Project Manager

Concur: December 10, 2019 Non-Concur:

Robert Zimmerman, Moorhead City Engineer

Concur: December 11, 2019 Non-Concur:

David Overbo, Clay County Engineer

Concur: December 11, 2019 Non-Concur:

Matt Stamness, Assistant Cass County Engineer,
Diversion Authority Project Manager

Concur: Non-Concur

Jason Benson, Cass County Engineer

Concur: December 11, 2019 Non-Concur

Dustin Scott, West Fargo City Engineer

Concur: Non-Concur

Cc:

- Joel Paulsen, Diversion Authority Executive Director

Task Order No. 1

In accordance with Paragraph 7 of the Master Agreement for Professional Services between Metro Flood Diversion Authority (“Owner”) and Program Advisor Services, LLC (“Consultant”) dated December 20, 2019 (“Agreement”), Owner and Consultant agree as follows:

1. Specific Project Data:

- A. Title: Consulting services for the strategy, funding, financing, development, procurement, and implementation of the Fargo Moorhead Metropolitan Area Flood Risk Management Project.

2. Services of Consultant – Subtasks:

- A. Basic Consulting Services. Consult with the Owner, advise on and provide recommendations on the development, procurement, governance, and implementation of the Fargo Moorhead Metropolitan Area Flood Risk Management Project. Review work products by others, prepare written materials, attend meetings, and coordinate with Owner’s consultants and staff in areas including but not limited to the following:

- i. Assistance to the Executive Director, Deputy Executive Directors, and Co-Executive Directors regarding the execution of their responsibilities, including consultation and activities regarding interfaces with the Owner’s Board, staff, member entities, interested parties, and the general public. Confer with the Executive Director on a regular basis to coordinate activities and confirm specific work assignments consistent with this Task Order.
- ii. Strategy, content, development of and communications regarding the Project Financial Plan, including meetings with and presentations to individuals, entities and elected officials as requested.
- iii. In close coordination with the Owner’s P3 Lead and the PMC, the strategy, content, development and communications regarding the P3 Procurement through commercial and financial close. Represent the Owner at P3 meetings and conferences as requested.
- iv. Strategy and communications regarding the interface between the Owner and the USACE in delivering the Federal components of the Project as currently defined.
- v. Communicating and updating local, state and federal elected officials and staff regarding the Project. Coordinate and assist the PMC’s Washington DC staff regarding Owner’s trips to Washington DC.

- vi. Attend Owner Board and Financial Committees meetings in coordination with the Executive Director and the PMC. Attend additional Owner Committee meetings as requested.
- vii. Attend Technical Advisory Group and Technical Working Group meetings as relevant topics arise and as requested.
- viii. Participate in any other activities related to the Project as directed by the Executive Director, Deputy Executive Directors or Co-Executive Directors.

B. Expenses

- i. Expenses for travel from the Fargo-Moorhead metropolitan area required to perform the services described in this Task Order, including transportation, lodging, meals, and incidentals.
- ii. Travel expenses will be reimbursed at cost.

3. Owner’s Responsibilities

- A. Execute, manage, administer and fulfil its obligations in Agreements and contracts with other Owner contractors, consultants and advisors, including the PMC, Ohnstad Twichell, PC, EYIA, Ashurst, AON, HMG, and others as the Owner determines necessary.

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
All work	December 20, 2019	May 31, 2021

5. Payments to Consultant

- A. Owner shall pay Consultant for services rendered as follows:
 - i. Compensation for services identified shall be on a Time and Material basis as set forth in the Agreement. The hourly rate for labor is established at \$375 per hour for the duration of this Task Order.
 - ii. The total compensation for services identified under this Task Order Number 1 for Subtasks A and B is not-to-exceed \$650,000 as defined in the table below.
 - iii. Consultant will notify Owner when eighty percent (80%) of the budget is expended.
 - iv. Consultant will not perform work beyond one hundred percent (100%) of the budget without Owner’s authorization by an amendment to this Task Order.

Subtask	Budget (\$)
A. Basic Consulting Services	\$625,000
B. Travel Expenses	\$25,000
TOTAL	\$650,000

B. The terms of payment are set forth in the Agreement.

- 6. Other Modifications to Agreement: None
- 7. Attachments: None
- 8. Documents Incorporated By Reference: Agreement

Terms and Conditions: Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant 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 December 20, 2019.

Consultant:

Owner:

Signature Date

Signature Date

Martin Nicholson
Name

Joel Paulsen
Name

Owner
Title

Executive Director
Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Martin Nicholson
Name

Joel Paulsen
Name

Owner
Title

Executive Director
Title

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Fargo, ND 58102
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E-Mail Address

paulsenj@fmdiversion.gov
E-Mail Address

530-604-4902
Phone

701-660-0900
Phone

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Related to:

**THE
FARGO-MOORHEAD AREA DIVERSION PROJECT**

BY AND BETWEEN

**METRO FLOOD DIVERSION AUTHORITY
as Owner**

and

**PROGRAM ADVISOR SERVICES, LLC
as Consultant**

Dated as of _____, 2019

An agreement for consulting services related to the development, procurement, and implementation of the Fargo Moorhead Metropolitan Area Flood Risk Management Project.

This instrument was drafted by:
Ohnstad Twichell, P.C.
P.O. Box 458
West Fargo, North Dakota 58078-0458

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EXHIBIT A: GENERAL SCOPE OF SERVICES

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made as of December 20, 2019, by and between the Metro Flood Diversion Authority (the “Owner”) and Program Advisor Services, LLC, a North Dakota limited liability company (“Consultant”) (collectively, the “parties”).

WHEREAS, the Owner, as a representative of the Metro Flood Diversion Authority, has selected Consultant to provide the Owner with professional services, subject to the oversight of the Co-Executive Directors, Executive Director, and the Diversion Authority Board; and

WHEREAS, the Owner desires to enter into a master agreement for professional services with Consultant and retain Consultant to provide professional services for the Fargo-Moorhead (FM) Area Diversion Project, commencing on December 20, 2019.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. **EMPLOYMENT.** The Owner hires Consultant, which accepts the hiring with the Owner pursuant to this Agreement. Consultant is an independent contractor under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship between the parties.
2. **DEFINITIONS.** All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Agreement as defined in this Section, unless a different meaning clearly applies from the context.

“*Agreement*” means this Master Agreement for Professional Services, including exhibits attached hereto, by and between the Metro Flood Diversion Authority and Program Advisor Services, LLC.

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

“*Consultant*” means the individual or entity with which the Owner has contracted for performance of the services as set forth in this Agreement.

“*Diversion Authority*” has the same meaning as Metro Flood Diversion Authority.

“*Diversion Authority Board*” means the Governing Body of the Metro Flood Diversion Authority.

“*Effective Date*” means December 20, 2019.

“Executive Director” means the Chief Administrative Officer of the Metro Flood Diversion Authority. The term also includes Co-Executive Director.

“Fargo-Moorhead Metropolitan Area” means Fargo, North Dakota, Moorhead, Minnesota, and surrounding communities; it is further defined by the United States Census Bureau as comprising all of Cass County, North Dakota, and Clay County, Minnesota, which includes the cities of Dilworth, Minnesota, West Fargo, North Dakota, and numerous other towns and developments from which commuters travel daily for work, education, and regular activities.

“Fargo-Moorhead Metropolitan Area Flood Risk Management Project” has the same definition as “Project” in this Agreement and is the name given to the Project by the USACE.

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

“Governing Body” means the body which performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission.

“JPA” or *“Joint Powers Agreement”* means the agreement dated as of June 1, 2016, by and between the Member Entities.

“LJPA” or *“Limited Joint Powers Agreement”* means the agreement dated July 11, 2011, and subsequently amended, which was entered into between the City of Moorhead, the City of Fargo, Clay County, Cass County, the Buffalo-Red River Watershed District and the Cass County Joint Water Resource District in order to cooperate in the planning and design phase of the Project.

“Member Entities” shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District.

“Metro Flood Diversion Authority” means the political subdivision created by the LJPA and continued through and vested with the powers set forth in the JPA. Metro Flood Diversion Authority is the successor entity to the “Diversion Board of Authority.”

“Owner” means the individual or entity with which the Consultant has contracted regarding the services set forth herein, and which has agreed to pay Consultant for the performance of the services, pursuant to the terms of this Agreement.

“Person” means any natural or legal person, county, city, municipality, political subdivision, public benefit corporation, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority, or other entity.

“Principal-in-Charge” means the individual identified by the Consultant as the Consultant’s principal-in-charge.

“Program Management Consultant” means CH2M HILL Engineers, Inc. its successors and assigns, which provides Program Management Consultant services to the Diversion Authority pursuant to the Master Agreement for Professional Services dated January 13, 2017. References to the Program Management Consultant in this Agreement include references to subconsultants of CH2M HILL Engineers, Inc., and its successors and assigns, including Advanced Engineering and Environmental Services, Inc. (AE2S).

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

“Project Manager” means the individual identified by the Consultant as the Consultant’s project manager.

“Task Order Budgetary Breakdown” means the budgetary breakdown for a Task Order.

3. AUTHORIZATION TO PROCEED. Execution of this Agreement by the Owner will be authorization for Consultant to proceed with the work, unless otherwise provided for in this Agreement.
4. SCOPE OF SERVICES. Owner has requested Consultant provide project development and implementation services, or related services for the Project, generally as set forth in the attached **Exhibit A** attached hereto. Consultant’s detailed scope of services, work schedule, and cost budget will be mutually agreed upon in writing and set forth in Task Orders issued by the Owner under this Agreement. Each Task Order will specifically refer to and incorporate this Agreement by reference, and the provisions of this Agreement shall apply to all Task Orders entered into subsequent to the Effective Date of this Agreement. In general, Consultant’s services will include services in support of the Project as mutually agreed upon between the parties.
5. CHANGES TO SCOPE OF SERVICES. The Owner may make or approve changes within the general scope of services in this Agreement. If such changes affect Consultant’s cost of or time required for performance of the services as set out in any applicable Task Order, then an equitable adjustment will be made through an amendment to the applicable Task Order or this Agreement.
6. RESPONSIBILITY FOR ERRORS OR DELAYS FROM INACCURATE DATA. Consultant and the Owner acknowledge that the reliability of Consultant’s services depends upon the accuracy of the data supplied to Consultant. The Owner accepts sole responsibility for errors or delays in services resulting from inaccurate data supplied to

Consultant, and the Owner acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by the Owner to Consultant.

7. TASK ORDERS. Consultant shall receive assignments for work under this Agreement through Task Orders authorized and provided by the Owner. The Owner shall compensate Consultant only for work contained within the Task Orders. Consultant shall not be obligated to perform any work or services unless such services are set forth in an executed Task Order. If Consultant engages in work beyond the scope of a Task Order, the Owner shall not compensate Consultant for that work, unless agreed to in writing by the Owner prior to the work being completed. All amendments to Task Orders must be authorized and provided by the Owner in writing. The time or schedule for performing services or providing deliverables shall be stated in each Task Order. If no times are stated in the applicable Task Order, then Consultant will perform services and provide deliverables within a reasonable time. Consultant is not responsible for any delays in execution of its services or work due to the absence of an executed Task Order or amendment to a Task Order. Notwithstanding the above, the parties acknowledge that because of an immediate need for services, the Owner and Consultant may communicate by email or similar device, which services will later be reduced to a formal Task Order. Owner will compensate Consultant for such directed services.
8. RESERVED FOR FUTURE USE.
9. SUBCONTRACTORS. Consultant may enter into agreements with subcontractors in furtherance of its services under this Agreement, as approved by the Owner, whose approval shall not be unreasonably withheld.
10. TERM. Unless terminated under Section 31, this Agreement shall remain in full force and effect for a period of approximately three (3) years from the date of execution on December 20, 2019, through December 31, 2022. This Agreement shall take full force and effect on December 20, 2019, upon approval and execution by the Owner. Pursuant to Section 11 of this Agreement and upon expiration of the initial term of this Agreement, this Agreement may be renewed by mutual agreement of the parties.
11. EXTENSION OF TERM. This Agreement may be extended by written amendment.
12. COMPENSATION. For all services rendered by Consultant, the Owner will pay Consultant based on the terms established in each Task Order.

The compensation is payable following the submission by Consultant of an invoice setting forth the services performed on behalf of the Owner. Invoices shall be sent as required in Section 13 of this Agreement. Invoices are due and payable within thirty (30) days of receipt. If a Task Order issued under this Agreement contains a not-to-exceed compensation amount, the Owner will only pay compensation to Consultant for fees and/or expenses that are less than or equal to the not-to-exceed amount stated on the Task Order, unless the Task Order has been amended pursuant to Section 7 of this Agreement.

- A. Budget. Budgetary amounts, excluding taxes, will be established for each Task Order executed under the Agreement. Consultant will make reasonable efforts to complete the work within the budget and will keep the Owner informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. Consultant is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the Owner obligated to pay Consultant beyond these limits. When any budget has been increased, Consultant's costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.
- B. Hourly Rates. Hourly rates are those hourly rates charged for work performed on the Project by Consultant's employees of the indicated classifications. These rates include all allowances for salaries, overhead, fees, and expenses, but do not include allowances for subcontracts, outside services allowed by this Agreement, or travel expenses from the Fargo-Moorhead area required to perform the work authorized by a Task Order. Consultant's hourly rates include Consultant's personal travel to and from the Fargo-Moorhead area and Consultant's interests outside of North Dakota.

13. INVOICING AND PAYMENT.

- A. Consultant must submit invoices to the Owner on the fifteenth (15th) day of each month for all services provided and allowed expenses incurred during the preceding month. Consultant's Project Manager must personally review each invoice before it is sent to the Owner to determine its accuracy and fairness, and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be entered into the Aconex system and processed by the Owner for the following month.
- B. Consultant must submit each original invoice to: APInvoicesFMDiv@ch2m.com, copied to paulsenj@fmdiversion.gov.
- C. Consultant's invoices must be detailed and precise. Consultant's invoices must clearly indicate fees and expenses incurred for the current billing period month and include at least the following information:
- (1) Consultant's name and address;
 - (2) Consultant's federal employer identification number;
 - (3) Unique invoice number;
 - (4) Billing period;
 - (5) Description of activities performed;
 - (6) Work order number associated with each activity, in accordance with the Task Order Budgetary Breakdown;
 - (7) Name, billing rate, and hours worked by each person involved in each activity, in accordance with and as necessary per the Task Order Budgetary Breakdown;
 - (8) Total amount of fees and costs "billed to date," including the preceding month;
 - (9) Preferred remittance address, if different from the address on the invoice's coversheet; and

- (10) A description of the work performed, in accordance with the Task Order Budgetary Breakdown, which provides a general narrative sufficient for the reader to identify the task and hours worked on that task.
- D. Consultant's invoice must be printed on a printed bill head and signed by the Project Manager or other authorized signatory.
- E. If any Consultant invoices contain requests for expense reimbursement, Consultant must include copies of the corresponding invoices and receipts with that invoice.
- F. After the Owner receives Consultant's invoice, the Owner will either process the invoice for payment or give Consultant specific reasons, in writing within fifteen (15) business days, why part or all of the Owner's payment is being withheld and what actions Consultant must take to receive the withheld amount.
- G. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Owner shall pay the undisputed portion. The Owner will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to Consultant.
- H. Payment does not imply acceptance of services, that expenses are allowable, or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, Consultant must credit any payment in error from any payment that is due or that may become due to Consultant under this Agreement.
- I. The Owner will be charged interest at the rate of one-half percent (1/2%) per month, or that permitted by law if lesser, on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will be first credited to interest and then to principal.
- J. If the Owner fails to make payment in full within thirty (30) days of the date due for any undisputed billing, Consultant may, after giving seven (7) days' written notice to the Owner, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, Consultant will have no liability to the Owner for delays or damages because of such suspension.
- K. Without waiving any rights to recover payment for reimbursable taxes, fees or other costs per the provisions of Paragraph 13 herein, Consultant must pay in the first instance all fees, fines, taxes, or other costs of doing business related to the services.
14. RELATIONSHIP BETWEEN PARTIES. Consultant is retained by the Owner only for the purposes and to the extent set forth in this Agreement, and its relationship to the Owner shall, during the period or periods of services under this Agreement, be that of an independent contractor. Consultant shall be free to use such portion of Consultant's entire time, energy, and skill during the course of this Agreement to meet its contractual obligation to the Owner. Neither Consultant, nor its personnel, shall be considered to be employed by the Owner or entitled to participate in any plans, arrangements or

distributions by the Owner pertaining to or in connection with any benefits accorded the Owner's regular employees. The Owner shall not be financially responsible to Consultant except for the payment of compensation specifically set forth in this Agreement, and shall not be responsible for the payment of any cost of living allowances, merit increases, medical insurance, employee's retirement, life or disability coverage, sick leave or holiday pay or vacation pay or any benefit of any kind not specifically set forth in this Agreement. Likewise, the Owner shall not be responsible for wage or salary withholding to the federal or any state government.

15. REPRESENTATIONS AND WARRANTIES. Consultant represents and warrants that the following statements are true:
- A. Consultant has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the Owner with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - B. The personnel and agents of the Consultant who will be performing the work hereunder have no interest that would constitute a conflict of interest with the Owner during the term of the Project.
 - C. This Agreement does not constitute a conflict of interest or default under any of Consultant'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 Consultant's ability to perform under this Agreement.
 - E. Consultant is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct (the "Laws and Regulations").
 - F. During the term of this Agreement, Consultant must not take any action, or omit to perform any act, that may result in a representation becoming untrue. Consultant must immediately notify the Owner if any representation and warranty becomes untrue.
 - G. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.
16. WORKING RELATIONSHIP. Consultant's Principal-in-Charge shall be the individual who will engage with the Owner and shall work in close cooperation and coordinate with the Executive Director and Program Management Consultant on providing the contemplated Basic and Additional Services described in Exhibit A.
17. INDEPENDENT PROFESSIONAL JUDGMENT. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Consultant in accordance with the independent professional judgment of each of its employees.

Consultant shall require its personnel to perform the services rendered in accordance with accepted principals of its industry in the State of North Dakota. If applicable, Consultant personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations in the State of North Dakota.

18. STANDARD OF CARE. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants or consultants performing the same or similar services at the time said services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.
19. DISCIPLINARY ACTIONS. Consultant shall immediately notify Owner if any of the personnel assigned to work under a Task Order receives notice of a disciplinary action by any licensing organization.
20. CONSULTANT'S INSURANCE. Consultant shall maintain throughout this Agreement the following insurance:
 - A. Consultant shall purchase and maintain throughout this Agreement such insurance as is required by this Agreement in the categories and amounts set forth below:
 - (1) Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of Consultant's employees;
 - (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Consultant's employees;
 - (4) Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Consultant, or
 - (b) by any other person for any other reason;
 - (5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - (6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
 - B. The policies of insurance required by this Section will:

- (1) With respect to insurance required by above paragraphs 20(A)(3) through 20(A)(6) inclusive, be written on an occurrence basis, included as additional insureds (subject to any customary exclusion regarding Professional Liability and Workers Compensation) the Owner and any other individuals or entities identified, all of whom will be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insureds will provide primary coverage for all claims covered in the General Liability and Automobile Liability Policies;
 - (a) All insurance policies required under this Agreement, including the Excess or Umbrella Liability Policies, must be from insurers rated "A-" or better by the A.M. Best Company, Inc.
- (2) Include at least the specific coverages and be written for not less than the limits of liability specified or required by Laws or Regulations, whichever is greater;
- (3) Contain a provision or endorsement that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days' prior written notice has been given to the Owner and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Consultant pursuant to this Section will so provide);
- (4) Remain in effect at least until final payment and at all times thereafter when Consultant may be correcting, removing, or replacing defective work;
- (5) Include completed operations coverage:
 - (a) Such insurance will remain in effect for one (1) year after final payment.
 - (b) Consultant will furnish the Owner and each other additional insured identified, to whom a certificate of insurance has been issued, evidence satisfactory to the Owner and any such additional insured of continuation of such insurance at final payment and one (1) year thereafter.
- (6) Not limit in any way Consultant's duties to defend, indemnify, and hold harmless the Owner, the Diversion Authority and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives in accordance with Section 28;
- (7) Either in the policies or in endorsements, contain a "waiver of subrogation" (except for in the Professional Liability Policy and Workers' Compensation Policy) that waives any right to recovery any of Consultant's insurance companies might have against the Owner, the Diversion Authority or the State of North Dakota.

- (8) Either in the policies or in endorsements, contain a provision that Consultant's insolvency or bankruptcy will not release the insurers from payment under the policies, even when Consultant's insolvency or bankruptcy prevents Consultant from meeting the retention limits under the policies;
- (9) Either in the policies or in endorsements, contain cross liability/severability of interests, to ensure that all additional parties are covered as if they were all separately covered (with the exception of Workers' Compensation and Professional Liability Policies);
- (10) Either in the policies or in endorsements, contain a provision that the legal defense provided to the Owner, the Diversion Authority and the State of North Dakota must be free of any conflict of interest, even if retention of separate legal counsel is necessary;
- (11) Either in the policies or in endorsements, contain a provision that any attorney who represents the State of North Dakota must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C § 54-12-08;
- (12) Either in the policies or in endorsements, contain a provision that Consultant's policies will be primary and noncontributory regarding any other insurance maintained by or available to the Owner or the Diversion Authority or the State of North Dakota, and that any insurance maintained by those parties will be in excess of Consultant's insurance and will not contribute with it (except for Workers' Compensation and Professional Liability Policies).

C. The limits of liability for the insurance required by this Section will provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- (1) Workers' Compensation, and related coverages under paragraphs 21(A)(1) and 21(A)(2):
 - (a) State: Statutory;
 - (b) Applicable Federal (e.g. Longshoreman's): Statutory;
 - (c) Employer's Liability: \$1,000,000.
- (2) Consultant's General Liability under paragraphs 21(A)(3) through 21(A)(6) which will include premises or operations coverage, completed operations and product liability coverages, and will eliminate the exclusion with respect to property under the care, custody, and control of Consultant:
 - (a) General Aggregate: \$2,000,000
 - (b) Products-Completed Operations Aggregate: \$1,000,000
 - (c) Personal and Advertising Injury: \$1,000,000

- (d) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- (e) Property damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(3) Automobile Liability under paragraph 21(A)(6) (which will include coverage for any auto, including owned, non-owned, and hired):

- (a) Bodily Injury:
 - i. Each person: \$1,000,000
 - ii. Each accident: \$1,000,000
- (b) Property Damage:
 - i. Each accident: \$1,000,000
- OR
- (c) Combined Single
 - i. Limit of: \$1,000,000

(4) The following will be included as additional insured on all of Consultant's General Liability and Automobile Insurance Policies required under this Agreement:

- (a) Cass County Joint Water Resource District; and
- (b) Diversion Authority; and
- (c) State of North Dakota

(5) If Consultant is domiciled outside of the State of North Dakota, Consultant will purchase and maintain employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on Consultant's Workers' Compensation and General Liability Policies.

D. Consultant will ensure that any of its subcontractors or subconsultants secure and maintain insurance policies and endorsements required of Consultant and the Owner in limits no less than those specified and required to be passed down to subcontractors in paragraph 8 of the Owner's contract with the North Dakota State Water Commission.

E. If any required policy is written on a "claims made" form, Consultant 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 Owner'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.

F. Before Consultant begins performing services, Consultant must send the Owner certificates of insurance and any applicable endorsements attesting to the existence of coverage. Consultant will not allow its policies to be cancelled, lapse, and/or terminate or be amended to reduce coverage below the minimums called for in this

Agreement without thirty (30) days' notice to the Owner. The certificates of insurance issued to confirm Consultant's compliance must reference this Agreement.

- G. If required insurance lapses during the term of this Agreement, the Owner is not required to process invoices after such lapse until Consultant provides evidence of reinstatement that is effective as of the lapse date.
 - H. The Owner shall have no specific responsibility to provide any general liability coverage or workers' compensation coverage for the benefit of Consultant's employees during the terms of this Agreement.
21. OPEN RECORDS. Consultant will cooperate with the Owner in responding to any request for documents by any third party to the extent such documents may be required to be disclosed under Chapter 44-04 of North Dakota Century Code regarding open records laws. If such request pertains to Consultant records, Owner shall immediately provide notice of the same to Consultant. If Consultant objects to the release of any such records because Consultant is of the opinion such records are exempt from disclosure under North Dakota law, Owner shall not disclose the same. All costs and expenses contesting such disclosure shall be borne by the Consultant, including but not limited to attorney fees and costs later assessed for nondisclosure.
 22. DATA FURNISHED BY THE OWNER. The Owner will provide to Consultant all data in the Owner's possession relating to Consultant's services on the Project. Consultant may reasonably rely upon the accuracy of the information provided by the Owner.
 23. ACCESS TO FACILITIES AND PROPERTY. The Owner will make its facilities accessible to Consultant as required for Consultant's performance of its services and will provide labor and safety equipment as required by Consultant for such access. The Owner will perform, at no cost to Consultant, such tests of equipment, machinery, pipelines, and other components of the Owner's facilities as may be required in connection with Consultant's services.
 24. TIMELY REVIEW. The Owner will examine Consultant's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the Owner deems appropriate; and render in writing decisions required by the Owner in a timely manner.
 25. PROMPT NOTICE. The Owner will give prompt written notice to Consultant whenever the Owner observes or becomes aware of any development that affects the scope or timing of Consultant's services, or of any suspected or actual defect in the work of Consultant or their third party designers or subcontractors.
 26. OWNER'S INSURANCE.
 - A. The Owner is not responsible for the payment of deductibles owed under Consultant's insurance policies.

B. The Owner reserves the right to enter into a program-wide insurance plan at its expense. Consultant agrees to participate in such a program if named as an insured party and if commercially reasonable terms are available.

27. LITIGATION ASSISTANCE. Consultant will support, prepare, document or assist Owner with litigation when requested by Owner. Specific services requested of Consultant by the Owner to support, prepare, document or assist in litigation undertaken or defended by the Owner, except for suits or claims between the parties to this Agreement, will be defined in an authorized Task Order and reimbursed as mutually agreed.
28. INDEMNIFICATION. Consultant will defend, indemnify, and hold harmless the Owner, the Diversion Authority and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, architects, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by any negligent act or omission of Consultant, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable, and including all costs, expenses, and fees incurred by the Owner, the Diversion Authority or the State of North Dakota in establishing and litigating the existence, scope, or any other matters relating to Consultant's obligations to defend, indemnify, and hold harmless. Consultant's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Consultant's duties to defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in the contract documents, and anything in excess of any of Consultant's insurance policy limits. Consultant's obligations to defend, indemnify, and hold harmless will continue for a period of not less than one (1) year following termination of this Agreement

The indemnified party shall provide notice to Consultant after obtaining knowledge of any claim that it may have pursuant to this Section. In the event the indemnified party pursues a claim pursuant to this Section, the indemnified party will also provide relevant information and assistance to Consultant.

29. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, guarantors, consultants, subconsultants, subcontractors, and employees, to the Owner, the Diversion Authority, its members and the State of North Dakota, and anyone else claiming by, through, or resulting from, or in any way related to the Project or Task Order, from any negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Consultant or Consultant's officers, directors, members, partners, agents, consultants, subconsultants, subcontractors or

employees shall not exceed the total amount, individually, collectively or in the aggregate shall not exceed the amount of one million dollars (\$1,000,000). This Section takes precedence over any conflicting Section of this Agreement or any document incorporated into it or referenced by it. This limitation of liability will apply whether Consultant's liability arises under breach of contract or warranty; tort, including negligence, strict liability, statutory liability, or any other cause of action, and shall include Consultant's officers, affiliated corporations, employees, and subcontractors. The Owner further agrees that its sole and exclusive remedy, and any claim, demand or suit arising from or related to the services under this Agreement shall be directed and/or asserted only against Consultant and not against any of Consultant's individual employees, officers, shareholders, affiliated firms or directors. The Owner knowingly waives all such claims against Consultant's individual employees, officers, shareholders, directors in their individual capacity or any affiliated companies to Consultant.

30. BREACH AND REMEDIES.

A. A breach exists under this Agreement if either party:

- (1) Makes a material misrepresentation in writing; or
- (2) Fails or is unable to meet or perform any material promise in this Agreement, and
 - (a) Is incapable of curing the failure, or
 - (b) Does not cure the failure within twenty (20) days following notice (or within a longer period if specified in the notice).

B. Each party agrees to and must give the other party notice immediately if they reasonably believe that they have breached this Agreement, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a breach under this Agreement.

C. The parties will use their Best Efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

D. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

31. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, for cause if either party fails substantially to perform, through no fault of the other, and does not commence correction of such nonperformance within twenty (20) days of written notice from the other party and diligently complete the correction thereafter.

- B. The Owner may terminate this Agreement, in whole or in part, or modify or limit Consultant's services, and proportionately, Consultant's compensation, if:
- (1) The Owner determines that having Consultant provide services has become infeasible due to changes in applicable laws or regulations, or
 - (2) Expected or actual funding to compensate Consultant is withdrawn, reduced, or limited.
- C. Either party may terminate this Agreement, in whole or in part, for any or no reason upon thirty (30) days' written notice to the other party.
- D. On termination, Consultant will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.
- E. In the event a federal or state tax or employment agency concludes that an independent contractor relationship does not exist, either Consultant or the Owner may terminate this Agreement immediately upon written notice.
- F. Upon receipt of any termination notice from the Owner related to any specific Task Order, Consultant must promptly discontinue all affected services under the Task Order unless the parties mutually agree otherwise.
- G. Upon the end date of the Agreement, which is the date when this Agreement as a whole, along with any pending Task Orders, expires or are terminated pursuant to their terms:
- (1) The Owner will be released from compensating Consultant for services other than those Consultant performed prior to the end date.
 - (2) Consultant must submit Consultant's final invoice for payment within sixty (60) days of the end date. The Owner will not pay any Consultant invoice received after this period.
 - (3) Consultant will be released from performing services, except for services in any non-terminated portion of the Agreement.
- H. All rights and duties with respect to services performed prior to the expiration or termination of this Agreement, and continuing obligations specified in this Agreement to be performed following expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.
- I. In the event of termination, expiration, or removal/withdrawal, Consultant must terminate its services as soon as it is reasonably possible to do so without (1) prejudice to the Owner's interests (or the interest of any person represented on the Owner's behalf) or (2) violation of Consultant's statutory or ethical duties. Consultant

must notify the Owner of any further services, prior to withdrawal or substitution, which Consultant believes are necessary to avoid prejudice to the Owner's interests (or the interest of any person represented on the Owner's behalf) and obtain the Owner's consent prior to performing such services.

32. ADDITIONAL PAYMENT. Nothing contained in this Agreement shall obligate the Owner to make any payment for services rendered in any period after the termination of Consultant's retention by the Owner.
33. SUSPENSION, DELAY, OR INTERRUPTION OF WORK. The Owner may suspend, delay, or interrupt the Services of Consultant for the convenience of the Owner. In such event, Consultant's contract price and schedule shall be equitably adjusted.
34. NOTICE. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (1) delivered personally, or (2) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to Consultant: Program Advisor Services, LLC
 Attn: Martin T. Nicholson
 630 1st Avenue North, #507
 Fargo, ND 58102

If to Owner: Attn: Secretary
 Metro Flood Diversion Authority
 PO Box 2806
 Fargo, ND 58108-2806

Each such mailed notice or communication will be deemed to have been given on the date that is three (3) days after the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

35. PROHIBITION AGAINST ASSIGNMENT. This is a bilateral personal services Agreement. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
36. NO THIRD PARTY BENEFICIARIES. This Agreement gives no rights or benefits to anyone other than the Owner and Consultant and has no third-party beneficiaries.
37. CONSEQUENTIAL DAMAGES. Consultant and Consultant's affiliated corporations and subcontractors shall not be liable for the Owner's special, indirect, or consequential

damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

38. DELIVERABLES. A party may rely on data or information that the party receives from the other party by hard copy or electronic media. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents. Consultant's deliverables are for the Owner's or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
39. ACCESS TO CONSULTANT'S ACCOUNTING RECORDS AND AUDIT RIGHTS.
- A. Consultant must allow the Owner and its designees, at the Owner's expense, to review and audit Consultant's financial documents and records relating to this Agreement. Consultant will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to the Owner for a period of one (1) year after Consultant's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The Owner may only audit accounting records applicable to a cost-reimbursable type compensation. Upon finalization of the audit, the Owner will submit to Consultant a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to Consultant at the completion of an audit.
- B. Within one hundred eighty (180) days after the date of the Notice of Audit Results, Consultant will respond, in writing, to the Owner indicating (a) whether it concurs with the audit report, (b) clearly explaining the nature and basis for any disagreement as to a disallowed item of expense, and (c) providing a written explanation as to any questioned or no opinion expressed item of expense ("Response"). The Response will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, Consultant may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the Owner. The Response will refer to and apply the language of this Agreement. Consultant agrees that failure to submit a Response within the one hundred eighty (180) day period constitutes agreement with any disallowance of an item or expense and authorizes the Owner to finally disallow any items of questioned or no opinion expressed cost.
- C. The Owner will make its decision with regard to any Notice of Audit Results and Response within one hundred twenty (120) days after the date of the Response. If it is determined by a court of competent jurisdiction or by mutual agreement that an overpayment has been made to Consultant, Consultant will repay the amount to the Owner or reach an agreement with the Owner on a repayment schedule within thirty (30) days after the date of an invoice from the Owner. If Consultant fails to repay the overpayment or reach an agreement with the Owner on a repayment schedule within the thirty (30) day period, Consultant agrees that the Owner will deduct all or

a portion of the overpayment from any funds then or thereafter payable by the Owner to Consultant for this Project. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be one-half percent (1/2%) per month, or that permitted by law if lesser. Consultant expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit to contest the Owner's decision.

40. OWNERSHIP. Ownership of work product and inventions created by Consultant shall be as follows:

- A. Pre-Existing Consultant Materials. The Owner acknowledges and agrees that in the performance of the services, Consultant will utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that developed or licensed from third parties prior to the effective date of this Agreement (the "Pre-Existing Consultant Materials") and that Consultant shall retain all right, title and interest, including intellectual property rights in the Pre-existing Consultant Materials. Subject to the terms and conditions of this Agreement, Consultant hereby grants to the Owner a non-exclusive, non-transferable, royalty-free license, fully assignable to the Owner's Member Entities, to utilize the Pre-Existing Consultant Materials for the purpose of the Owner's Project.
- B. Derivative Consultant Materials. The Owner acknowledges and agrees that in the performance of the services, Consultant will utilize and develop customization, enhancements, improvements, modifications and adaptations of and to the Pre-Existing Consultant Materials (the "Derivative Consultant Materials"). Consultant shall retain all right, title and interest, including intellectual property rights in the Derivative Consultant Materials. Subject to the terms and conditions of this Agreement, Consultant hereby grants to the Owner a non-exclusive, non-transferable, royalty-free license, fully assignable to the Owner's Member Entities, to utilize the Derivative Consultant Materials.
- C. New Consultant Materials. The Owner acknowledges and agrees that in the performance of the services, Consultant may utilize and develop new software, hardware and other technology or processes that do not utilize or incorporate, or are not based upon, the Pre-Existing Consultant Materials ("New Consultant Materials"). Between the parties, subject to the license grant-back set forth below, the Owner will retain all right, title and interest, including without limitation intellectual property rights, in and to the New Consultant Materials. The Owner shall have the full ownership of such New Consultant Materials without any limitation or restriction.
- D. License Grant Back. Subject to the terms and conditions of the Agreement, the Owner hereby grants to Consultant a non-exclusive, transferable, royalty-free license to utilize the concepts, methods, techniques, processes, protocols, ideas, inventions,

know-how, trade secrets, algorithm, software and hardware architecture, and other background technologies that are newly developed by Consultant under the Agreement and assigned to the Owner under this Agreement, to make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, import, and otherwise disposed of any products, technologies, and services and for any purposes without restriction.

- E. License Restrictions. Except as otherwise permitted above, the Owner and its Member Entities shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Consultant Materials; (ii) use the Pre-Existing Consultant Materials for any other purpose, other than the Owner's Project; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is based upon the Pre-Existing Consultant Materials; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Consultant Materials by itself or as incorporated in the services; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Consultant Materials. Any additional use of the Pre-Existing Consultant Materials shall require a separate written license agreement.
- F. Miscellaneous. Nothing contained in this Agreement shall be construed as conferring to the Owner or any third party any license or right by implication, estoppel or otherwise to any intellectual property rights of Consultant, other than the rights expressly granted under this Agreement. The Owner and its Member Entities may use said work products for the specific purpose for which the work product was intended. Any other use or reuse, without written verification or adaptation by Consultant will be at the user's sole risk.
- G. Owner Material. As between the parties, the Owner is the exclusive owner of all material Consultant collects from the Owner in connection with the services under this Agreement, including copyrights. Within thirty (30) days of the end date of the Agreement, or upon the Owner's notice at any time, Consultant must give all materials collected to the Owner (or to another party at the Owner's direction). Unless the Owner specifies otherwise, all files must be saved in Microsoft Word and Excel formats, as applicable. Consultant must maintain Consultant's records relating to services under this Agreement and Consultant's invoices, and all other materials, in an accessible location and condition for a period of not less than one (1) year after the later of:
- (1) The date when Consultant receives final payment under this Agreement; or
 - (2) The date when the Owner resolves with Consultant the findings of any final audit.

Consultant may retain copies of any original documents Consultant provides to the Owner and a copy of any material collected from the Owner in Consultant's confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

41. REUSE OF PROJECT DOCUMENTS. Services and deliverables are for the exclusive use of the Owner and are not to be relied upon by third parties. All reports, drawings, specifications, documents, and other deliverables of Consultant, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Upon full payment for services due under this Agreement, Consultant agrees to grant to the Owner an irrevocable license to the instruments of service.
42. CONFIDENTIAL INFORMATION AND PUBLICITY.
 - A. Consultant agrees to hold in confidence the following confidential information ("Confidential Information"):
 - (1) All information that the Owner discloses to Consultant; and
 - (2) All information to which Consultant gains access while providing services under this Agreement.
 - B. Confidential Information does not include any information that Consultant can demonstrate has been made available to the public (other than through a breach of this Agreement). As between Consultant and the Owner, the Owner owns the Confidential Information, and the Owner authorizes Consultant to use it only for purposes of performing this Agreement. Consultant may also disclose the Owner's Confidential Information to the extent necessary to comply with law, provided Consultant gives the Owner prior written notice. Upon the end date of this Agreement, Consultant must destroy or return all Confidential Information to the Owner, at the Owner's discretion, and certify to the Owner, in writing, that it has done so; provided, however, such destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such Confidential Information. Notwithstanding the foregoing, Consultant may retain one (1) archival copy of the Confidential Information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.
 - C. Consultant must not make any public announcement, press release, or other writing relating to the services under this Agreement without the Owner's prior written approval.
 - D. Consultant acknowledges it has received, or will receive, Confidential Information as a necessary component of completing the work assigned by each Task Order. The free flow of information from Owner to Consultant is necessary for Consultant to provide accurate and timely work product. To ensure such a free flow of information,

Consultant agrees to not provide any appraisal services for landowners related to the Project. This prohibition on performing appraisal services to landowners related to the Project survives termination of this Agreement.

- E. Consultant understands a breach under this Section may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive relief and other equitable relief are remedies available to the Owner.
 - F. To the extent Consultant believes it is providing its Confidential Information to Owner, Consultant will clearly designate and mark such information as Confidential.
43. ENTIRE AGREEMENT; MODIFICATION. This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment approved by the Owner and executed by Consultant and the Chair of the Owner on behalf of the Owner. The following attachment is hereby made a part of this Agreement: (1) **Exhibit A** – General Scope of Services. This Agreement 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.
44. FORCE MAJEURE. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Consultant. In any such event, Consultant’s contract price and schedule shall be equitably adjusted.
45. 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. The Owner waives all claims against Consultant, including those for latent defects, which are not brought within six (6) years of substantial completion of the facility designed or final payment to Consultant, whichever is earlier.
46. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Owner, its successors and assigns, and any such successor shall be deemed substituted for the Owner under the terms of this Agreement. This Agreement shall likewise be binding upon Consultant, 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.
47. NEGOTIATED AGREEMENT. This Agreement has been arrived at through negotiation between the parties.
48. INTEGRATED SERVICES. Notwithstanding anything in the Agreement to the contrary, the parties recognize and support the integrated nature of the Project team in the performance and delivery of professional services by Consultant. This Agreement, and

particularly the contractual risk allocation and liability provisions, shall be interpreted and applied, and the professional accountability determined in such a manner that the integrated nature, shared control of the service performance, and joint decision making roles of the parties and Consultant's role as agent for the Owner shall be given due and full consideration. Further, the parties agree to re-visit this Agreement, if necessary, to better reflect the parties' changing roles on the Project, and any changes in Consultant's role as the Project proceeds.

49. SEVERABILITY AND SURVIVAL. If any court of competent jurisdiction declares, for any reason, any provision or part of this Agreement to be invalid, illegal, or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.
50. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE PARTIES FOR PROJECT PROPERTY ACQUISITION AND/OR CONTRACT CLAIMS AND DEFENSES.
51. DISPUTE RESOLUTION. The Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cass County, North Dakota, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through non-binding mediation pursuant to this Section, then the method of binding dispute resolution shall be via formal claims filed in a court of competent jurisdiction.

52. CONTROLLING LAW AND VENUE. This Agreement, its interpretation and performance, and any other claims related to it shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in a court of competent jurisdiction located in Cass County, North Dakota.
53. CIVIL RIGHTS OBLIGATIONS. Consultant shall comply with the following federal non-discrimination requirements:
- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - B. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - C. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - D. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - E. 40 CFR Part 7, as it relates to the foregoing.
 - F. Executive Order No. 11246.
54. DEBARMENT AND SUSPENSION. Consultant certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Consultant represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all its subcontracts under this agreement.
55. FEDERAL LOBBYING RESTRICTIONS. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Consultant shall complete and submit to the Metro Flood Diversion Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Consultant shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.
56. NO CONFLICT WITH PRIOR EMPLOYER. Consultant certifies that its role in providing services pursuant to this Agreement does not violate any terms or conditions associated with its Principal-in-Charge's prior employment with the Authority's Program Management Consultant. Consultant has provided written confirmation evidencing this to the Authority via electronic mail dated December 13, 2019, addressed to the Authority's Executive Director and General Counsel.

This Agreement is executed the day and year above noted.

OWNER:

Metro Flood Diversion Authority

By: _____
Mary Scherling, Chair

Attest:

Heather Worden, Secretary

DRAFT

CONSULTANT:

PROGRAM ADVISOR SERVICES, LLC

By: _____
Martin T. Nicholson, Owner/Chief Manager

DRAFT

Consultant's Role¹

Exhibit A –General Scope of Services

This is **Exhibit A, General Scope of Services**, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated: December 20, 2019.

Services for the development, procurement, and implementation of the Metro Flood Diversion Project

Basic Consulting Services

Consult with the Owner and provide recommendations on the development, procurement, and implementation of the Fargo Moorhead Metropolitan Area Flood Risk Management Project.

Note: For purposes of this Agreement, consulting services are defined as providing the Owner, the Diversion Authority and the Program Management Consultant with Consultant's knowledge, advice, recommendations and opinions pertaining to aspects of the Project within the area of the Consultant's expertise. The Consultant is not a decision-maker for the Owner. Consultant will attend meetings or otherwise participate in governmental or quasi-governmental forums only as directed by the Owner.

Additional Consulting Services

1. Other services as applicable and agreed to by the Owner and Consultant.

References

1. Martin T. Nicholson is the Principal-in-Charge and the Project Manager.
2. With regard to paragraph 15.B, Owner acknowledges the Project Manager's prior employment with CH2M HILL Engineers, Inc. (now Jacobs).

¹ Consultant will coordinate and cooperate in Good Faith with the Project Management Consultant.

LEASE AGREEMENT

City of Fargo/Metro Flood Diversion Authority

THIS AGREEMENT is made and entered into effective the 1st day of January, 2020, by and between CITY OF FARGO, a North Dakota municipal corporation (hereinafter called "Lessor" or "City") and Metro Flood Diversion Authority, a political subdivision created by joint powers agreement dated as of June 1, 2016, as the same was preceded by a limited joint powers agreement and as the same may have been amended, (hereinafter called "Lessee" or "DIVERSION AUTHORITY").

RECITALS:

- A. City is the owner of real property and a building located on City-owned property commonly referred to as the Civic Memorial Auditorium, the second floor of which building is configured as office space. City desires to lease approximately 2880 square feet, not including common area, on the second floor of the building to DIVERSION AUTHORITY. The square footage will hereinafter be referred to as the "subject property," "premises" or "demised premises."
- B. Lessee desires to lease the subject property for use as offices.
- C. Lessor desires to lease the space to Lessee for that use.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

**ARTICLE I
Premises and Terms**

Section 1.1. Leased Premises.

Lessor does hereby lease unto Lessee the following premises:

Two Thousand Eight Hundred Eighty square feet (2880 s.f.) of space on the second floor of the Civic Memorial Auditorium building located in the 200 block of 4th Street North, in Fargo, North Dakota. A copy of the floor plan outlining DIVERSION AUTHORITY's leased space, denoted as "Suite A", is attached to this agreement as Exhibit "A" and is incorporated by reference hereto.

Section 1.2. Use of Premises.

The premises shall be used and occupied by DIVERSION AUTHORITY as office spaces and for related purposes.

Section 1.3. Term of Lease, Option to Extend.

- 1.3.1. This Lease shall be for a term of two (2) years commencing on January 1, 2020 and ending on December 31, 2021.
- 1.3.2. This lease shall be extended at the option of the Lessee for one (1) additional term of one year upon written notice to City by DIVERSION AUTHORITY delivered on or before July 1, 2021. References herein to “this Lease” or “this Agreement” shall be deemed to include any such extensions.

**ARTICLE II
Rent and Common Area Maintenance Charges**

Section 2.1. Rent.

- 1. Lessee shall pay in advance monthly rent in the sum of \$840.00, said sum including an allocation for common area maintenance, payable on the 1st of each month commencing with January 1, 2020, throughout the term of this lease and including the one-year option period, if exercised by the DIVERSION AUTHORITY.

**ARTICLE III
Improvements, Conditions and Maintenance
of the Demised Premises**

Section 3.1. Care and Repair of the Demised Premises.

3.1.1. Lessor maintenance. Subject to the Lessor’s right to terminate the lease rather than undertake repairs, Lessor, at its sole expense, shall make all repairs to the structure, including the roof, of the Demised Premises (except those caused by the negligence of Lessee or by an intentional act of Lessee). However, Lessor shall not be required to make any repairs if Lessee is obligated to make them under paragraph 3.2.1 below. Lessee shall promptly notify Lessor of the necessity of any repairs of which Lessee has knowledge and for which Lessor may be responsible under this section.

Lessor shall be responsible for maintenance of the exterior of the building and common area, including all electric wiring and plumbing serving the common area at Lessor’s expense.

3.1.2. Lessee maintenance. Lessee shall take good care of the Demised Premises, and, shall be responsible for the cost of all repairs to electric wiring, plumbing, heating and air-conditioning facilities and the fixtures, equipment and appurtenances therein except those repairs required to be made by Lessor under paragraph 3.1.1, above. As to such repairs made to the building as a whole, Lessee shall proportionately share the

responsibility for such cost with other tenants of the Building. Lessee shall be responsible for the cost of all repairs to the Demised Premises when needed to preserve them in good working order and condition. All damage to the structure and/or roof of the Demised Premises caused by the negligence of Lessee or by an intentional act of Lessee shall be the responsibility of Lessee. All damage or injury to the Demised Premises and its fixtures, glass, appurtenances, and equipment or to the Building or its fixtures, glass, appurtenances, and equipment caused by Lessee moving property in or out of the Building or by installation or removal of furniture, fixtures, or other property, be repaired, restored, or replaced promptly by Lessee to the reasonable satisfaction of Lessor at Lessee's expense. All repairs and restorations or replacement required in connection therewith shall be of quality and class at least equal to the original work or installations and done in a good and workmanlike manner.

3.1.3. Unless approved in writing otherwise, Lessor shall perform all repairs to the Demised Premises. Lessor shall make such repairs in a timely manner.

Section 3.2 Services and Equipment

3.2.1 Lessor services. So long as Lessee is not in default under any provision of this Lease, Lessor, at its expense, shall:

3.2.1.1 Supply water and sewer.

3.2.1.2 Provide standard cleaning services for the Common Areas of the Building, except on Saturdays, Sundays and holidays, similar to first class office buildings in the area.

3.2.1.3 Furnish hot and cold water for drinking purposes.

3.2.1.4 Provide non-exclusive access to the copy-room, with kitchen amenities, located adjacent to the demised premises, said access shared with other adjacent or nearby tenants of the City, including Interstate Parking Company of North Dakota, LLC, and Downtown Community Partnership.

3.2.1.5. So long as it remains open and available for use, Lessor will provide Lessee with access and use of the former City Commission room located near the end of the ramp leading east of the demised premises, and the pre-function lobby and space immediately adjacent to the main entrance to the former City Commission room.

3.2.2 Lessee services and expenses. Lessee shall be responsible for all cleaning of the demised premises, including the cost thereof.

Section 3.3. Alterations, Installation, Fixtures.

Except as hereinafter provided, Lessee shall not make any alterations, additions or improvements in or to the demised premises or add, disturb or in any way change the plumbing or wiring therein [hereinafter referred to as "alterations"] without the prior written consent of the Lessor. Any such approved alterations to the demised premises shall be made by, or under the control of, Lessor unless otherwise approved. Plans for the same must be submitted to Lessor for approval at least ten (10) days prior to the proposed date for starting these alterations. In the event alterations are required by any governmental agency by reason of the use and occupancy of the demised premises by Lessee (including alterations, additions, or changes required for compliance with the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213, as amended (including administrative, judicial, and legislative interpretations, rulings, and clarifications relating thereto)), Lessee shall make such alterations at its own cost and expense after first obtaining Lessor's written approval of plans and specifications therefor and furnishing such indemnification as Lessor may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by Lessee must be built in compliance with all laws, ordinances and governmental regulations affecting the premises and Lessee shall warrant to Lessor that all such alterations, additions or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations and insurance requirements. Construction of such alterations or additions shall be commenced only upon Lessee obtaining and exhibiting to Lessor the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the demised premises by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to the movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this Lease if Lessee is not then in default.

Section 3.4. Signs.

No sign, lettering, picture, notice or advertisement installed on or in any part of the premises and visible from the exterior of the subject property shall be allowed. Any sign, lettering, picture, notice or advertisement installed on or in any part of the premises or visible from the exterior of the demised premises shall be approved by Lessor in writing prior to installation and shall be installed at Lessee's sole cost and expense. Any signs shall be maintained by the Lessee at the Lessee's sole expense and shall be anchored to and removed from the building without causing any damage to the same and in a manner approved in writing by Lessor. In the event of a violation of the foregoing by Lessee, Lessor may remove the violation without any liability and may charge the expense incurred by such removal to Lessee. At the termination or expiration of this Lease, Lessee shall cause removal of all of its signs at its expense and shall repair any damage caused by the removal of the signs if requested to do so by Lessor.

Section 3.5. Surrender of Premises.

At the end of the term of this Lease and any renewals and extensions thereof, Lessee shall surrender the demised premises to lessor in clean condition and in as good a condition as at the completion of the initial construction and remodeling of the demised premises at the start of the Lease, reasonable wear and tear excepted.

Section 3.6 Parking.

Lessee’s officers, employees and agents will be able to use the City-owned parking lot located adjacent to, and south and west of, the former police headquarters building, located at 222 4th Street North, recognizing that said parking lot will also be made available for use by one or more other tenants of the City, including Interstate Parking Company of North Dakota, LLC. In addition, Lessee shall also have reasonable use of available parking spaces in the City Hall public parking lot located west of, and adjacent to, City Hall for incidental parking for such things as meetings and other short-term periods.

Section 3.7 Limited Non-Exclusive Access to Demised Premises – City Lease with Interstate Parking.

Lessee acknowledges and consents to the City entering into a lease of 400 square feet, more or less, of office space adjacent to the demised premises (the former city commissioner cubicle room) to Interstate Parking Company of North Dakota, LLC (or an affiliate thereof). Lessee consents and agrees, therefore, that said Interstate Parking will obtain access to its leased premises by way of the same entrance used by Lessee to the demised premises and that Interstate Parking employees, agents, invitees and guests will also share access to the restroom facilities in the demised premises and will have shared access to the copy room (with limited kitchen amenities) adjacent to the demised premises. Lessee agrees to accommodate said shared access and use, as described, and to work with Interstate Parking to agree upon suitable arrangements for such shared access and use.

**ARTICLE IV
Taxes**

Section 4.1. Real Estate Taxes.

Lessor shall be responsible for payment of real estate taxes and installments of special assessments against the property which have been certified for collection during the term of this Lease, if any.

**ARTICLE V
Utilities**

Section 5.1. Lessor's Obligation for Utilities.

Lessor shall provide the means and conduits to supply water, electricity and sanitary sewer to the premises. Lessor shall not be liable for and Lessee shall not be entitled to, any abatement or reduction of rent by reason of Lessor's failure to furnish any of the foregoing utilities and services when such failure is caused by or results in casualties, riots, strikes, picketing, accidents, breakdowns or any other cause beyond Lessor's reasonable control.

Lessor shall pay, when due, all charges for utilities attributable to the premises, including heat, air conditioning, water, sewer, garbage and/or other utility charges or energy sources furnished to the demised premises during the term of this Lease, or any renewal or extension thereof.

ARTICLE VI
Lessor's Access to the Demised Premises

Section 6.1. Lessor's Access to Demised Premises.

The Lessee agrees to permit the Lessor and the authorized representatives of the Lessor to enter the demised premises at all times during usual business hours for the purpose of inspection of the same and making any necessary repairs to the demised premises and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body that the Lessor may deem necessary to prevent waste or deterioration in connection with the demised premises. Nothing herein shall imply any duty upon the part of the Lessor to do any such work which, under any provision of this Lease, the Lessee may be required to perform and the performance thereof by the Lessor shall not constitute a waiver of the Lessee's default in failing to perform the same. The Lessor may, during the progress of any work in the demised premises, keep and store upon the demised premises the necessary materials, tools and equipment. The Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of the Lessee by reason of making repairs or the performance of any work in the demised premises or on account of bringing materials, supplies and equipment into or through the demised premises during the course thereof and the obligations of the Lessee under this Lease shall not thereby be affected in any manner whatsoever.

Lessor reserves the right to enter upon the demised premises at any time in the event of an emergency and at reasonable hours to exhibit the demised premises to prospective purchasers or others; and to exhibit the demised premises to prospective lessees and to display "for rent" or similar signs on the exterior of the Building or upon the grounds of the Subject Property during the term of this Lease, all without hindrance or molestation by Lessee.

ARTICLE VIII
Damage or Destruction of Leased Premises

Section 7.1. Total or Partial Destruction.

In the event of any damage or destruction to the premises by fire or other cause during the term hereof, then Lessor shall have the option of either repairing such damage or terminating the Lease, in Lessor's sole discretion, effective immediately upon written notice to Lessee.

ARTICLE VIII
[This article intentionally omitted.]

ARTICLE IX
Insurance, Liability and Indemnity

Section 9.1. Public Liability Insurance.

Lessee shall, during the term hereof, keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the demised premises and the business of Lessee, on terms and with companies approved in writing by Lessor, in which both Lessee and Lessor shall be covered by being named as insured parties under a general commercial liability policy with limits of not less than \$1,000,000 per occurrence; and \$3,000,000 in the aggregate. Such policy or policies shall provide that 30 days written notice must be given to Lessor prior to cancellation thereof. Lessee shall furnish evidence satisfactory to Lessor at the time this Lease is executed that such coverage is in full force and effect.

As to the common areas, Lessor shall, during the term hereof, keep in full force and effect at its expense a general commercial liability policy or policies with limits of not less than \$1,000,000 per occurrence; and \$3,000,000 in the aggregate. Such policy or policies shall provide that 30 days written notice must be given to Lessee prior to cancellation thereof. Lessor shall furnish evidence satisfactory to Lessee at the time this Lease is executed that such coverage is in full force and effect.

Section 9.2. Casualty Insurance.

9.2.1 Lessor shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance or equivalent casualty coverage with North Dakota State Fire and Tornado Fund insuring the building against loss or damage by fire, explosion or other insurable hazards, provided that Lessor shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Lessee may bring upon the demised premises or any additional improvements which Lessee may construct or install on the demised premises.

9.2.2 Lessee shall not carry any stock of goods or do anything in or about the demised premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

9.2.3 Lessor hereby waives and releases all claims, liabilities and causes of action against Lessee and its agents, servants and employees for loss or damage to, or destruction of, the premises or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion or other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, Lessee hereby waives and releases all claims, liabilities and causes of action against Lessor and its agents, servants and employees for loss or damage to, or destruction of, any of the

improvements, fixtures, equipment, supplies, merchandise and other property, whether that of Lessee or of others in, upon or about the premises resulting from fire, explosion or other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not the Lessor's and Lessee's insurers shall consent thereto.

- 9.2.4 In the event that the particular use(s) of the demised premises by Lessee causes an increase or additional charge in the premium rate for insurance carried by Lessor on the improvements of which the demised premises are a part, which increase or additional charge is specifically related to the particular use(s) by Lessee, Lessee shall be responsible for reimbursement to Lessor for the amount of such premium increase or additional charge. If Lessee installs any electrical equipment that overloads the power lines to the building or its wiring, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and government authorities having jurisdiction.

Section 9.3. Covenant to Hold Harmless.

Unless the liability for damage or loss is caused by the negligence of Lessor, its agents or employees, Lessee shall hold harmless Lessor from any liability for damages to any person or property in or upon the demised premises and the premises, including the person and property of Lessee and its employees and all persons in the building at its or their invitation or sufferance, and from all damages resulting from Lessee's failure to perform the covenants of this Lease. All property kept, maintained or stored on the demised premises shall be so kept, maintained or stored at the sole risk of Lessee, Lessee agrees to pay all sums of money in respect of any labor, service, materials, supplies or equipment furnished or alleged to have been furnished to Lessee in or about the premises, and not furnished on order of Lessor, which may be secured by any mechanic's, materialmen's or other lien to be discharged at the time performance of any obligation secured thereby matures, provided that Lessee may contest such lien, but if such lien is reduced to final judgment and if such judgment or process thereon is not stayed, or if stayed and said stay expires, then and in each such event, Lessee shall forthwith pay and discharge said judgment. Lessor shall have the right to post and maintain on the demised premises, notice of non-responsibility under the laws of the State of North Dakota.

Section 9.4. Non-Liability of Lessor.

Subject to the terms and conditions of Article X hereof, to the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any damage to property of Lessee or of others located on the premises, nor for the loss or damage to any property of Lessee or of others by theft or otherwise; nor shall Lessor be liable for any injury or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any

other cause of whatsoever nature. To the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any personal injury resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other Lessees or persons in the premises, occupants of adjacent property, of the building, or the public or caused by operations in construction of any private, public or quasi-public work. Lessor shall not be liable for any latent defect in the demised premises. All property of Lessee kept or stored on the demised premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance. This waiver shall not apply to any such loss resulting from (a) Lessor's failure to make a reasonable effort to repair a defect Lessor is obligated to repair under this Lease, within a reasonable time after Lessor receives notice from Lessee of any defect which creates a substantial likelihood of damages to the Premises or persons or property located therein; (b) intentional misconduct or gross negligence of Lessor; (c) loss or damage arising out of Lessor's negligence in making alterations or repairs to the Premises; or (d) claims brought by third parties other than subsidiaries or affiliates of Lessee.

Section 9.5. Waiver of Subrogation.

The Lessor and Lessee mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with the property on or activities conducted on the leased property regardless of the cause of damage or loss, unless such release or discharge voids insurance coverage or causes a loss or decrease in insurance coverage.

**ARTICLE X
Assignment or Subletting**

Section 10.1. Assignment or Subletting.

Lessee agrees to use and occupy the demised premises throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to transfer or assign this Lease or sublet said demised premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior consent of Lessor in each instance.

Section 10.2. Successors and Assigns.

The terms, covenants and conditions hereof shall be binding upon and inure to the successors and authorized assigns of the parties hereto.

**ARTICLE XI
Default and Overdue Payments of Lessee**

Section 11.1.

11.1.1 In the event of any failure of Lessee to pay any rental due hereunder within ten days after the same shall be due, or any failure to perform any other of the term, condition or covenant of this Lease to be observed or performed by Lessee for more than 30 days after written notice of such failure shall have been given to Lessee, or if Lessee or an agent of Lessee shall falsify any report required to be furnished to Lessor pursuant to the terms of this Lease, or if Lessee or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Lessee or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's or any such guarantor's property, or if Lessee or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon the demised premises or suffer this Lease to be taken under any writ of execution, then in any such event Lessee shall be in default hereunder, and Lessor, in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

11.1.2 Should Lessor elect to re-enter the demised premises, as herein provided, or should it take possession of the demised premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the demised premises, and relet the demised premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each subletting all rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee, upon demand shall pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction.

Notwithstanding any such reletting without termination, Lessor may at any time after such re-entry and reletting elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the demised premises, reasonable attorneys fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

- 11.1.3 Lessor may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity, spend such money as is reasonably necessary to cure any default of Lessee herein and the amount so spent, and costs incurred, including attorneys fees in curing such default, shall be paid by Lessee, as additional rent, upon demand.
- 11.1.4 In the event suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessor or Lessee to be kept or performed, and a breach shall be established, the prevailing party in the suit shall be entitled to recover reasonable attorney's fees and costs incurred as a result of the litigation in addition to any amounts recoverable under this Lease. The prevailing party in the suit shall be entitled to recover interest on all damages, other than such reasonable attorney's fees and costs awarded by the court, in an amount determined by the court, and not by a jury. All damages, including such reasonable attorney's fees and costs awarded by the court, shall accrue interest at the then current legal rate for interest on judgments under North Dakota (not North Dakota) law from the date of entry of judgment.
- 11.1.5 Lessee waives any demand for possession of the demised premises, and any demand for payment of rent and any notice of intent to re-enter the demised premises, or of intent to terminate this Lease, other than the notices above provided in this Article, and waives any and every other notice or demand prescribed by any applicable statutes or laws.
- 11.1.6 No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to Lessor or Lessee shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

Section 11.2. Overdue Payments.

All monies due under this Lease from Lessee to Lessor shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 12% per annum until paid; but in no event shall said rate of interest exceed the maximum rate of interest set by state or federal usury law.

ARTICLE XII

Certificate of Estoppel and Subordination

Section 12.1. Certificate of Estoppel.

The Lessee agrees at any time and from time to time upon not less than 10 days prior written request by the Lessor to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect, or if modified, in full force and effect, and stating the modifications, and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgage or assignee of any mortgagee upon the fee of the demised premises.

Section 12.2. Subordination.

Upon request of Lessor, Lessee will subordinate this Lease and its rights hereunder to the lien of any mortgage, trust deed or other instrument resulting from any method of finance and refinancing, now or hereafter in force against the land and buildings which constitute the premises, and to all advances made or hereafter to be made upon the security thereof, provided, however, that such mortgage or instrument of finance will agree that, in the event any action is taken to foreclose the lien of the mortgage, this Lease and all rights of the Lessee under its terms to use and quiet possession of the premises shall not be disturbed and shall continue in full force and effect so long as Lessee shall faithfully discharge each and every obligation on its part to be kept and performed under the terms of this Lease.

Section 12.3. Event of Sale.

In the event of the sale of the demised premises, Lessor shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of Lessor herein. Notwithstanding the foregoing provisions of this section, Lessor, in the event of a sale of the demised premises, shall cause to be included in the agreement of purchase and sale a covenant whereby the purchaser of the demised premises assumes and agrees to carry out all of the covenants and obligations of Lessor herein.

ARTICLE XIII

Surrender, Holding Over and Abandonment

Section 13.1. Surrender.

On the expiration date or upon the termination hereof upon a day other than the expiration date, Lessee shall peaceably surrender the demised premises broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the expiration date or upon termination of this Lease on a day other than the expiration date, Lessee shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the demised premises and any property not removed shall be deemed to have been abandoned. Any damage caused in the removal of such items shall be repaired by Lessee and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Lessor or Lessee upon the demised premises and all floor covering so installed shall remain upon and be surrendered with the demised premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. Upon request by Lessee, Lessor and Lessee shall identify and designate such fixtures as "trade fixtures" from time to time, as such trade fixtures are installed which designation by Lessor shall not be unreasonably withheld. If the demised premises are not surrendered on the expiration date or the date of termination, Lessee shall indemnify Lessor against loss or liability, claims, without limitation, made by any succeeding Lessee founded on such delay. Lessee shall promptly surrender all keys for the demised premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combinations of any locks and safes on the demised premises.

Section 13.2. Holding Over.

In the event Lessee remains in possession of the demised premises after the expiration date of this Lease and without the execution of a new lease, it shall be deemed to be occupying the demised premises as a Lessee from month to month at a rate equal to the applicable monthly rate at the end of this Lease, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

Section 13.3. Abandonment.

In the event Lessee shall remove its fixtures, equipment or machinery or shall vacate the demised premises or any part thereof prior to the expiration date of this Lease, or shall discontinue or suspend the operation of its business conducted on the demised premises for a period of more than 30 consecutive days (except during any time when the demised premises may be rendered unleaseable by reason of fire or other casualty), then in any such event Lessee shall be deemed to have abandoned the demised premises and Lessee shall be in default under the terms of this Lease.

ARTICLE XIV Rules and Regulations

Section 14.1. Rules and Regulations.

Lessee shall observe and comply with reasonable rules and regulations as Lessor may prescribe, on written notice to Lessee, for the safety, care and cleanliness of the building and to regulate, restrict or prohibit smoking on the Subject Property.

ARTICLE XV Mechanics' Liens

Section 15.1. Mechanics' Liens.

- 15.1.1 Lessee will not permit to be created or to remain undischarged in any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialmen, or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Lessee) which might be or become a lien or encumbrance or charge upon the subject premises or any portion thereof or the income and interest of Lessor in the demised premises or any portion thereof that might be impaired. If any lien or notice of lien on account of any alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work on the premises shall be filed against the demised premises or subject property or any portion thereof, Lessee shall within 10 days after demand from Lessor, cause the same to be discharged of record by payment, deposit, bond, order of a Court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge such lien by deposit or by bonding proceedings or in any such event Lessor shall be entitled if Lessor so elects to compel the prosecution of an action for the foreclosure of any such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowance. Any amount so paid by Lessor and all costs and expenses, including attorney's fees, incurred by Lessor in connection therewith shall constitute additional rent payable by Lessee under the Lease and shall be paid by Lessee to Lessor on demand. Nothing herein contained shall obligate Lessor to pay or discharge any lien created by Lessee.
- 15.1.2 Lessee shall pay promptly all persons furnishing labor and materials with respect to any work performed by Lessee or Lessee's contractor in the premises. No work which Lessor permits Lessee to do shall be deemed to be for the immediate use and benefit of Lessor, so that no mechanic's or other liens should be allowed against the estate of Lessor by reason of any consent given by Lessor to Lessee to improve the premises.
- 15.1.3 Prior to the commencement of any work or the delivery of any material to the premises by a contractor, subcontractor or materialmen, Lessee shall deliver to the Lessor a recordable waiver of lien affidavit from each such contractor which waiver of lien shall provide, among other things, that the contractor waives any and all lien rights that he may have against Lessor's interest in the property or any portion thereof.

15.1.4 The provisions of this section shall apply with respect to Lessee's work or any other work performed on the premises at any time during the term hereof.

**ARTICLE XVI
Garbage and Rubbish Removal**

Section 16.1. Garbage and Rubbish Removal

Lessor shall be responsible for the removal of all garbage and rubbish generated from demised premises by the Lessee and/or Lessee's customers and clients except medical waste. With the exception of medical waste, Lessor will promptly remove all garbage and rubbish from the subject premises and will not store any of the same on the premises except for such temporary storage in dumpsters to facilitate weekly or other reasonable periodic removal.

**ARTICLE XVII
Miscellaneous**

Section 17.1. Notices.

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by certified return receipt mail to Lessee or to Lessor by delivery to the following:

As to Lessee:

Metro Flood Diversion Authority
c/o Joel Paulson, Executive Director
225 4th Street North
Fargo, North Dakota 58102

and to:

As to the City:

City Auditor
Fargo City Hall
225 4th Street North
Fargo, North Dakota 58102

and to:

City Administrator
Fargo City Hall
225 4th Street North
Fargo, North Dakota 58102

and either party may, by like written notice at any time, designate a different address to which notices shall subsequently be sent or rent to be paid.

Section 17.2. Intent of Parties.

Except as otherwise provided herein, the Lessee covenants and agrees that if it shall at any time fail to pay any such cost or expense, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then the Lessor may, but shall not be obligated to do so, and without notice to or demand upon the Lessee and without waiving or releasing the Lessee from any obligations of the Lessee in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of the Lessee to be made and performed as in this Lease provided, in such manner and to such extent as the Lessor may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by the Lessor, together with interest at the Contract Interest Rate from the date of making of such expenditure by Lessor, shall be deemed additional rent hereunder, and shall be payable to lessor on demand. Lessee covenants to pay any such sum or sums with interest as aforesaid and the Lessor shall have the same rights and remedies in the event of nonpayment thereof by Lessee as in the case of default by Lessee in the payment of the base rent payable under this Lease.

In the event the Lessor fails to perform any covenant or obligation to be kept by Lessor under this Lease, Lessee at its option may cure the Lessor's failure to perform Lessor's covenants and obligations, having first given Lessor reasonable notice of such failure to perform, and a reasonable opportunity for Lessor to so perform. Lessee shall be entitled to an offset against future rents equal to the reasonable costs, including interest at the Contract Interest Rate from the date of payment, incurred by Lessee to complete performance of the Lessor's covenants and obligations under the Lease.

Section 17.3. Consents by Lessor.

17.3.1. Whenever provision is made under this Lease for Lessee securing the consent or approval by Lessor, such consent or approval shall only be in writing.

17.3.2. The following persons are authorized to act on behalf of Lessor/Lessee:

As to Lessor, any one or more of the following are authorized to act or make decisions:

City Administrator

As to Lessee, any on or more of the following are authorized to act or make decisions: its Executive Director.

Section 17.4. No Agency Relationship.

The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, the sole relationship between the parties being that of Lessor and Lessee.

Section 17.5. Governmental Regulations.

Lessee shall at Lessee's sole cost and expense comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the said premises and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

Section 17.6. Waiver.

The waiver by the Lessor of any breach or default of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of said preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing by Lessor.

Section 17.7. Force Majeure.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required during the term of this Lease, the performance of such act shall be excused for the period of the delay. The provisions of this section shall not operate to excuse Lessee from the prompt payment of rent, additional rent or any other payments required by this Lease.

Section 17.8. Entire Agreement.

This Lease and the schedules, if any, attached hereto and forming a part hereof, constitute the entire agreement between Lessor and Lessee affecting the demised premises and there are no other agreements, either oral or written, between them other than are herein set forth. All negotiations, considerations, representations and understandings between the parties are incorporated herein. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed in the same form and manner in which this Lease is executed.

Section 17.9. Interpretation of Lease.

Unless specifically stated herein, this Lease shall be construed and interpreted in accordance with the laws of the State of North Dakota.

Section 17.10. Time is of the Essence.

Time is of the essence of each provision in this Lease.

Section 17.11. Construction.

If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application or such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.12. Captions.

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or described the scope of this Lease nor the intent of any provision thereof.

[Remainder of page intentionally blank.]

Dated the day and year first set forth above.

LESSOR:

CITY OF FARGO,
a North Dakota municipal corporation

By: Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

DRAFT

LESSEE:

Metro Flood Diversion Authority

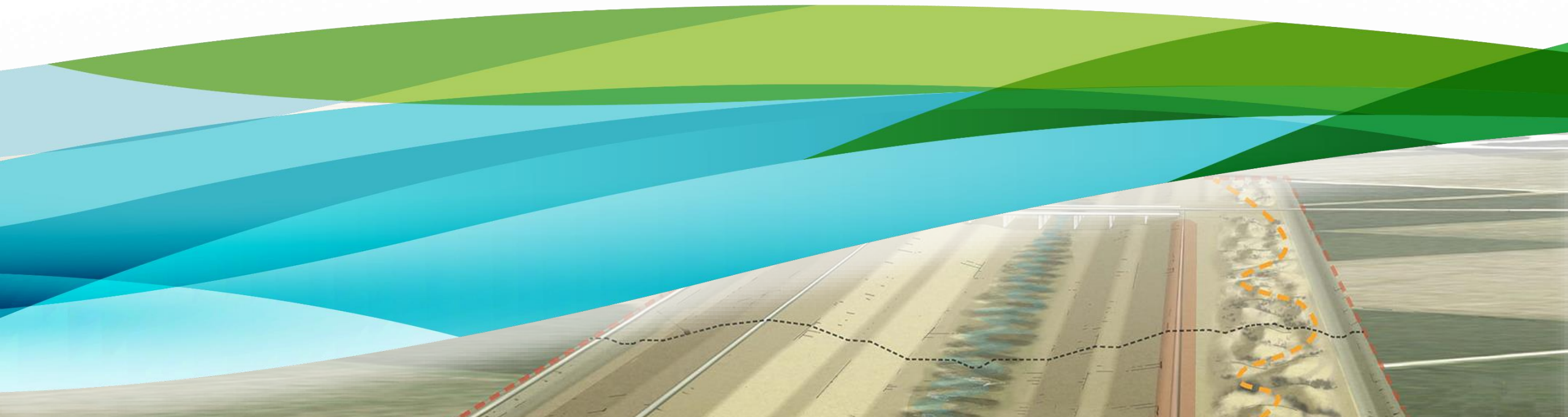
By: Joel Paulson
Its: Executive Director

DRAFT



Diversion Authority Board Meeting

Public Private Partnership Overview
December 19, 2019



Presentation Schedule

Overview

Session No.	Topic	Date
1	Risk Transfer	January
2	Performance Specifications vs. Prescriptive Specifications	February
3	Procurement Documents and the Procurement Process	March
4	Oversight and Monitoring	April
5	Evaluation, Selection, and Award	May
6	Commercial Close, Financial Close, and Notice to Proceed	June
7	Quality – the Non-Compliance Regime	July
8	Terms and Conditions	August
9	Contract Enforcement	September
10	Responsiveness	October
11	Communications	November
12	Partnership (What Does that Mean in P3)	December