

AMENDED ITEMS—AUGUST 6, 2012

CONSENT AGENDA:

f. Contract approval

SUGGESTED MOTION:

Move to authorize the chairman to sign the following contracts submitted by respective department head, subject to state's attorney approval.

- Johnson Controls—addition of HVAC (heating and air conditioning systems) for the north and south side of the Courthouse (cost of the systems are within the 2012 maintenance budget).

REGULAR AGENDA:

4a. Flood Diversion Board of Authority billing for July

SUGGESTED MOTION:

Move to approve the expenses for the Flood Diversion Board of Authority in the amount of \$663,199.71 for the month of July, 2012.

SUBJECT: CONTRACTS

ADOPTED DATE: OCTOBER 2, 2000

PAGE 1 OF 1

All contracts which bind Cass County must contain the signature of the commission chairman. Prior to being placed on the commission agenda, the department head should forward the contract to the state's attorney for review.

A standardized form may be used when presenting contracts to the commission for approval as follows:

COMPANY REQUESTING CONTRACT: Johnson Controls

DATE OF REQUEST: 8/6/2012 DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: 8/6/2012

DEPARTMENT HEAD RECOMMENDING SIGNATURE: Keith Berndt

PURPOSE OF CONTRACT: Addition of HVAC systems (heating and air conditioning) for the north and south side of the Courthouse

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS:

CHAIRMAN TO SIGN ORIGINAL AGREEMENT

Contracts shall be on a calendar-year basis, whenever possible.

As a part of the consent agenda for each regular commission meeting, the subject of "Contracts" will be automatically included. Therefore, departments may submit contracts for board approval up to the day of each commission meeting. Contract approval will be subject to state's attorney review within five days after being approved by the county commission.



PROPOSAL

Johnson Controls, Inc.
Controls Group
2320 12th Street, North
Fargo, ND 58102-1806
Tel. 701/293 1140 Fargo Area
800/678 1130 Out of Area
FAX: 701/280 0787

TO: Cass County - Gene Gartner

DATE: August 2, 2012

PROJECT: Cass County Courthouse – Basement Mechanical

We propose to furnish the materials and/or perform the work described below for the net price of
North Side Basement Air Handlers: Twenty Six Thousand Four Hundred Fifty Dollars and no/100: \$26,450.00
South Side Air Handlers and Chiller: Twenty Six Thousand Four Hundred Fifty Dollars and no/100: \$26,450.00
North Side Make Up Air Unit: Four Thousand Four Hundred Ten Dollars and no/100:\$4,410.00

Total: \$57,310.00

For the Above price this proposal includes:

Labor and materials to install controls for the **South Side:**

- (3) Existing Air handlers (Includes new damper actuators)
- (2) Chilled Water Pump with Temp Sensors
- Miscellaneous points

Labor and materials to install controls for the **North Side:**

- (3) Existing Air handlers (Includes new damper actuators)
- (1) Chiller and (1) Chilled Water Pump with Temp Sensors

Labor and materials to install controls:

- (1) Make Up Air Unit

Alternates to this proposal are:

N/A

This proposal does not include:

- Mounting of Dampers, valves or wells.
- Supplying or Mounting of VFDs
- Supplying of new Chilled Water Valves or Dampers

This proposal and alternates listed are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Thirty Days

JOHNSON CONTROLS, INC.

Purchaser -- Company Name

Signature

Signature

Name: _____

Name: Rob Hewell
Title: Sales Engineer

Title: _____

Date: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson for any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect. Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by the Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontracts of Johnson, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **ATTORNEY'S FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



Auditor

Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

Director of Equalization

Frank Klein
701-241-5616

August 3, 2012

Cass County Board of Commissioners
Cass County Government
211 9th Street South
Fargo ND 58103

RE: July Diversion Billing

Dear Commissioners:

The July billings for the Diversion Authority are attached. The expenses are the county's share of engineering, legal, management contract, and accounting services.

Sincerely,

Michael Montplaisir, CPA
Cass County Auditor

SUGGESTED MOTION:

Move to approve the expenses for the Flood Diversion Board of Authority in the amount of \$663,199.71 for the month of July, 2012.

MY DOCUMENTS\HEATHER\DIVERSION DOCUMENTS\COMMISSION LETTER FOR DIVERSION BILLING-JULY 2012.DOCX

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynynd.gov

INVOICE



CITY OF FARGO, NORTH DAKOTA
CITY AUDITORS OFFICE
PO BOX 1607
FARGO, ND 58107

(701) 241-1333

TO: Cass County Auditors Office
Mike Montplaisir
PO Box 2806
FARGO, ND 58107

INVOICE NO: 200233
DATE: 7/27/12

CUSTOMER NO: 899/17916

TYPE: DV - DIVERSION AUTHORITY

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	FM Diversion Authority FMDA - JULY 2012 BILLING	663,199.71	663,199.71

*DUE UPON RECEIPT. LATE PAYMENT CHARGE OF 1.5%/MO
WILL BE APPLIED 30 DAYS AFTER INVOICE DATE.

TOTAL DUE: \$663,199.71

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/27/12 DUE DATE: 7/27/12
CUSTOMER NO: 899/17916

NAME: Cass County Auditors Office
TYPE: DV - DIVERSION AUTHORITY

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FARGO, NORTH DAKOTA
CITY AUDITORS OFFICE
PO BOX 1607
FARGO ND 58107

INVOICE NO: 200233
TERMS: NET 0 DAYS

AMOUNT: \$663,199.71

**FM DIVERSION AUTHORITY
LOCAL AGENCY BILLINGS (Cash Disbursement Basis)**

BILLING PERIOD:	Jul-12
INVOICE DATE:	7/27/2012
TOTAL INVOICED AMOUNTS:	\$ 1,473,777.13

Details of Costs Billed:		Cash Disbursed
33-05	Engineering Services	\$ 645,491.23
33-20	Accounting Services	240.00
33-25	Legal Services	2,313.50
33-79	Construction Management Service CH2M Hill	791,917.04
74-10	Machinery & Equipment	33,815.36
Total Disbursed		\$ 1,473,777.13

FM Diversion Cost Allocation	A/R Type	A/R Code	Cust. ID #	Agency Cost Share	Billed Amounts
337-80-20				45%	663,199.71
337-80-25	DV	FMDV1	1969	10%	147,377.71
337-80-30	DV	FMDV2	899	45%	663,199.71
Total Partnership A/R Billing Totals					\$ 1,473,777.13

FM Diversion Authority
 Fiscal Accountability Report Design Phase (Fund 790)
 As of 07/31/2012

	2011	2012	Cumulative Totals
Revenues			
City of Fargo	443,138	2,047,658	2,490,795
Cass County	443,138	2,047,658	2,490,795
City of Moorhead	98,475	455,035	553,509
State Water Commission (10% Cap)	-	-	-
Total Revenues	984,750	4,550,350	5,535,100

Expenditures			
7905 Army Corp Payments	-	-	-
7910 WIK - Administration	107,301	76,470	183,772
7915 WIK - Project Design	149,632	1,318,020	1,467,652
7920 WIK - Project Management (CH2M Hill)	679,037	2,629,801	3,308,838
7925 WIK - Recreation	-	160,767	160,767
7930 LERRDS - North Dakota	48,664	344,381	393,045
7931 LERRDS - Minnesota	-	20,911	20,911
7940 WIK Mitigation - North Dakota	-	-	-
7941 WIK Mitigation - Minnesota	-	-	-
7950 Construction - North Dakota	-	-	-
7951 Construction - Minnesota	-	-	-
7955 Construction Management	-	-	-
7990 Project Financing	-	-	-
7995 Project Eligible - Off Formula Costs	-	-	-
7999 Non Federal Participating Costs	116	-	116
Total Expenditures	984,750	4,550,350	5,535,100

Period/Year: 07/2012

Date: 7/27/2012

**FM Diversion Authority
Summary of Cash Disbursements
Period July 2012**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	7/27/2012	JB07120019	CITY OF FARGO	240.00	FISCAL SERVICES	V00102	General & Admin. WIK
Total Accounting Services				\$240.00			
790-7910-429.33-25	7/18/2012	228244	OHNSTAD TWICHELL PC	1,903.50	BONDING ISSUES	V00102	General & Admin. WIK
Total Legal Services				\$1,903.50			
790-7915-429.33-05	7/25/2012	228486	MOORE ENGINEERING INC	16,200.20	3/24-4/6/12	V00902	Lower Rush/ Rush Connect
	7/25/2012	228486	MOORE ENGINEERING INC	3,394.05	3/24-4/6/12	V00903	Local Drainage Plan
	7/25/2012	228486	MOORE ENGINEERING INC	12,062.39	3/24-4/6/12	V00907	Post Feasibility - Moore
	7/3/2012	227608	HOUSTON-MOORE GROUP LLC	118,880.64	INCEPTION-5/18/12	V01603	CR-81 & I29 BRIDGE DESIGN
	7/3/2012	227608	HOUSTON-MOORE GROUP LLC	126,722.77	INCEPTION-5/18/12	V01605	POST FEASIBILITY ANALYSIS
Total Engineering Services				\$277,260.05			
790-7915-429.74-10	7/25/2012	228429	GEOKON INC	33,815.36	6/1-6/30/12	V01501	VIBRATING WIRE PIEZOMETER
Total Machinery & Equipment				\$33,815.36			
790-7920-429.33-05	7/3/2012	227608	HOUSTON-MOORE GROUP LLC	79,500.00	3/13/12-3/13/13	V01601	HMG - PROJECT MANAGEMENT
	7/3/2012	227608	HOUSTON-MOORE GROUP LLC	156,987.96	INCEPTION-5/18/12	V01601	HMG - PROJECT MANAGEMENT
Total Engineering Services				\$236,487.96			
790-7920-429.33-79	7/18/2012	228091	CH2M HILL ENGINEERS INC	434,601.64	APR 2012 SERVICES	V00202	CH2M Hill 3/12-9/30/12
	7/18/2012	228091	CH2M HILL ENGINEERS INC	357,315.40	MAY 2012 SERVICES	V00202	CH2M Hill 3/12-9/30/12
Total Project Management				\$791,917.04			
790-7930-429.33-05	7/25/2012	228486	MOORE ENGINEERING INC	13,454.25	3/24-4/6/12	V00904	I94 Bridges - Moore
	7/25/2012	228572	URS CORPORATION	48,194.34	5/12-6/8/12	V01001	URS Corp. - PED
	7/3/2012	227608	HOUSTON-MOORE GROUP LLC	11,342.10	INCEPTION-5/18/12	V01602	CR-31 BRIDGE DESIGN
	7/3/2012	227608	HOUSTON-MOORE GROUP LLC	47,070.63	INCEPTION-5/18/12	V01604	CR-32 & CR-22 BRIDGE DSGN

Period/Year: 07/2012

Date: 7/27/2012

**FM Diversion Authority
Summary of Cash Disbursements
Period July 2012**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	7/3/2012	227608	HOUSTON-MOORE GROUP LLC	8,577.90	INCEPTION-5/18/12	V01604	CR-32 & CR-22 BRIDGE DSGN
	7/3/2012	227608	HOUSTON-MOORE GROUP LLC	3,104.00	INCEPTION-5/18/12	V01606	LAND MANAGEMENT SERVICES
Total Engineering Services				\$131,743.22			
790-7931-429.33-25	7/3/2012	227660	OHNSTAD TWICHELL PC	410.00	RIGHT OF ENTRY/LAND ACQU	V01301	CITY OF MOORHEAD ROE
Total Legal Services				\$410.00			
Total Disbursed for Period				\$1,473,777.13			

**FM Diversion Authority
Outstanding Contracts
As of July 31, 2012**

Date: 7/27/2012

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor	Encumbered	Liquidated	Balance
V00101	790-7910-429-33-25	F12217	9367	12/31/2011	DORSEY & WHITNEY LLP	52,102.12	52,102.12	-
V00101	790-7910-429-33-25	146629	9367	1/18/2012	DORSEY & WHITNEY LLP	50,000.00	3,230.56	46,769.44
V00101	790-7910-429-33-25	F12289	9367	2/21/2012	DORSEY & WHITNEY LLP	58,693.38	58,693.38	-
V00101	790-7910-429-33-25	F12293	9367	2/21/2012	DORSEY & WHITNEY LLP	1,600.00	1,600.00	-
V00102	790-7910-429-38-99	F11738	20860	11/15/2011	GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-
V00102	790-7910-429-31-10	F11749	646	11/15/2011	FORUM COMMUNICATIONS (ADVERT)	494.24	494.24	-
V00102	790-7910-429-31-10	F11750	646	11/15/2011	FORUM COMMUNICATIONS (ADVERT)	345.97	345.97	-
V00102	790-7910-429-31-10	F11751	646	11/15/2011	FORUM COMMUNICATIONS (ADVERT)	296.56	296.56	-
V00102	790-7910-429-31-10	F11752	646	11/15/2011	FORUM COMMUNICATIONS (ADVERT)	17.05	17.05	-
V00102	790-7999-729-68-30	PCARD	18009	12/20/2011	GOOGLE LOVEINTHOVEN	116.00	116.00	-
V00102	790-7910-429-31-10	F12082	647	12/31/2011	FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-
V00102	790-7910-429-38-69	F12079	8645	12/31/2011	SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-
V00102	790-7910-429-53-60	F12218	13981	12/31/2011	NORTH DAKOTA TELEPHONE CO	81.20	81.20	-
V00102	790-7910-429-33-20	AJ	COF	2/1/2012	CITY OF FARGO	1,300.00	1,300.00	-
V00102	790-7910-429-55-10	F12256	20829	2/14/2012	BROKERAGE PRINTING	153.85	153.85	-
V00102	790-7910-429-55-10	F12256	20829	2/14/2012	BROKERAGE PRINTING	202.10	202.10	-
V00102	790-7910-429-52-30	F12595	1772	4/16/2012	WARNER & CO	4,975.00	4,975.00	-
V00102	790-7910-429-33-20	AJ	COF	5/25/2012	CITY OF FARGO	1,850.00	1,850.00	-
V00102	790-7910-429-33-25	151789	16872	6/15/2012	ERIK R JOHNSON & ASSOCIATES	673.20	673.20	-
V00102	790-7910-429-33-25	151876	16872	6/19/2012	ERIK R JOHNSON & ASSOCIATES	1,309.00	1,309.00	-
V00102	790-7910-429-33-20	AJ	COF	6/25/2012	CITY OF FARGO	340.00	340.00	-
V00102	790-7910-429-33-25	152528	1286	7/10/2012	OHNSTAD TWICHELL PC	1,903.50	1,903.50	-
V00102	790-7910-429-34-55	152692	20174	7/16/2012	PFM ASSET MANAGEMENT LLC	140,000.00	-	140,000.00
V00102	790-7910-429-33-20	AJ	COF	7/27/2012	CITY OF FARGO	240.00	240.00	-
V00201	790-7920-429-33-79	144170	20663	11/18/2011	CH2M HILL ENGINEERS INC	1,906,767.53	1,906,767.53	-
V00202	790-7920-429-33-79	148611	20663	3/15/2012	CH2M HILL ENGINEERS INC	3,500,000.00	1,165,582.21	2,334,417.79
V00301	790-7910-429-38-69	143936	11604	11/16/2011	ADVANCED ENGINEERING INC	50,000.00	50,000.00	-
V00401	790-7915-429-33-06	143937	165	11/16/2011	BRAUN INTERTEC CORP	54,060.00	51,888.00	2,172.00
V00501	790-7915-429-33-06	143938	165	11/16/2011	BRAUN INTERTEC CORP	36,150.00	20,391.00	15,759.00
V00601	790-7915-429-33-06	144975	20729	12/13/2011	IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00
V00701	790-7915-429-33-05	144866	20723	12/9/2011	MINNESOTA DNR	230,550.00	230,550.00	-

**FM Diversion Authority
Outstanding Contracts
As of July 31, 2012**

Date: 7/27/2012

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor	Encumbered	Liquidated	Balance
V00801	790-7915-429-33-05	146973	801	1/27/2012	HOUSTON ENGINEERING INC	99,200.00	92,424.03	6,775.97
V00802	790-7915-429-33-05	146974	801	1/27/2012	HOUSTON ENGINEERING INC	195,000.00	70,742.30	124,257.70
V00803	790-7915-429-33-05	146975	801	1/27/2012	HOUSTON ENGINEERING INC	73,000.00	27,832.96	45,167.04
V00804	790-7925-429-33-05	148054	801	2/29/2012	HOUSTON ENGINEERING INC	175,200.00	160,767.15	14,432.85
V00805	790-7915-429-33-05	148058	801	2/29/2012	HOUSTON ENGINEERING INC	102,340.00	43,625.75	58,714.25
V00806	790-7915-429-33-05	148078	801	2/29/2012	HOUSTON ENGINEERING INC	152,755.51	108,369.87	44,385.64
V00901	790-7915-429-33-05	146976	1118	1/27/2012	MOORE ENGINEERING INC	93,765.00	84,321.55	9,443.45
V00902	790-7915-429-33-05	146977	1118	1/27/2012	MOORE ENGINEERING INC	145,050.00	132,990.09	12,059.91
V00903	790-7915-429-33-05	146978	1118	1/27/2012	MOORE ENGINEERING INC	152,330.00	73,619.27	78,710.73
V00904	790-7930-429-33-05	148055	1118	2/29/2012	MOORE ENGINEERING INC	130,866.00	42,335.86	88,530.14
V00905	790-7930-429-33-05	148056	1118	2/29/2012	MOORE ENGINEERING INC	33,125.00	18,584.28	14,540.72
V00906	790-7915-429-33-05	148057	1118	2/29/2012	MOORE ENGINEERING INC	8,340.00	8,326.50	13.50
V00907	790-7915-429-33-05	148077	1118	2/29/2012	MOORE ENGINEERING INC	183,920.00	161,942.27	21,977.73
V01001	790-7915-429-33-05	146979	17791	1/27/2012	URS CORPORATION	171,166.67	167,427.92	3,738.75
V01002	790-7915-429-33-05	148086	17791	2/29/2012	URS CORPORATION	192,000.00	-	192,000.00
V01201	790-7930-429-33-25	F12069	19734	12/31/2011	CASS COUNTY JOINT WATER RESOUR	16,708.86	16,708.86	-
V01201	790-7930-429-34-65	F12069	19734	12/31/2011	CASS COUNTY JOINT WATER RESOUR	22,452.50	22,452.50	-
V01201	790-7930-429-33-25	149405	19734	4/10/2012	CASS COUNTY JOINT WATER RESOUR	83,119.09	83,119.09	-
V01301	790-7915-429-33-05	147745	1118	2/17/2012	MOORE ENGINEERING INC	5,558.50	5,558.50	-
V01301	790-7931-429-33-25	F12593	1286	4/16/2012	OHNSTAD TWICHELL PC	1,408.00	1,408.00	-
V01301	790-7931-429-33-05	149869	1118	4/23/2012	MOORE ENGINEERING INC	1,780.00	1,780.00	-
V01301	790-7931-429-33-25	150230	1286	5/3/2012	OHNSTAD TWICHELL PC	2,029.50	2,029.50	-
V01301	790-7931-429-33-25	150961	1286	5/23/2012	OHNSTAD TWICHELL PC	220.50	220.50	-
V01301	790-7931-429-33-25	151790	1122	6/15/2012	MOORHEAD, CITY OF	15,062.90	15,062.90	-
V01301	790-7931-429-33-25	152058	1286	6/27/2012	OHNSTAD TWICHELL PC	410.00	410.00	-
V01501	790-7915-429-74-10	150960	19581	5/23/2012	GEOKON INC	33,815.36	33,815.36	-
V01601	790-7920-429-33-05	151232	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	961,675.00	236,487.96	725,187.04
V01602	790-7930-429-33-05	151233	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	871,000.00	11,342.10	859,657.90
V01603	790-7915-429-33-05	151234	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	2,333,300.00	118,880.64	2,214,419.36
V01604	790-7930-429-33-05	151235	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	1,421,000.00	55,648.53	1,365,351.47
V01605	790-7915-429-33-05	151236	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	605,000.00	126,722.77	478,277.23
V01606	790-7930-429-33-05	151237	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	197,503.00	3,104.00	194,399.00

**FM Diversion Authority
Outstanding Contracts
As of July 31, 2012**

Date: 7/27/2012

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor	Encumbered	Liquidated	Balance
V01607	790-7915-429-33-05	152022	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	240,000.00	-	240,000.00
V01608	790-7915-429-33-05	152023	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	669,330.00	-	669,330.00
V01609	790-7915-429-33-05	152024	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	194,341.00	-	194,341.00
V01610	790-7930-429-33-05	152025	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	94,000.00	-	94,000.00
						\$15,830,757.29	\$5,535,100.68	\$10,295,656.61