

FLOOD DIVERSION BOARD OF AUTHORITY
Thursday, August 8, 2013
3:30 PM

Fargo City Commission Room
Fargo City Hall
200 3rd Street North

1. Call to order
2. Approve minutes from previous meeting Item 2. Action
3. Approve order of agenda Action
4. Program Management Consultant (PMC) update Information/action
 - a. Monthly report (Tom O'Hara)
 - b. Corps of Engineers monthly update (Terry Williams)
 - c. Status of Authority Work Directives/Task Orders (Dirk Draper) Item 4c.
 - d. Corps of Engineers FY14 work plan funding (Tom O'Hara) Item 4d.
 - e. FY14 program budget (Tom O'Hara)
 - f. Joint powers agreement (JPA) Amendment 2 (Erik Johnson) Item 4f.
5. Committee updates Information/action
 - a. Retention update from Red River Basin Commission (Lance Yohe)
 - b. Land Management Committee (Dennis Walaker)
 - Committee report
 - Oxbow Memorandum of Understanding (Erik Johnson) Item 5b.
 - Cass County Joint Water Resource District land acquisition plan
 - c. Public Outreach Committee (Rodger Olson)
 - Committee report
 - d. Finance Committee (Michael Montplaisir)
 - Committee report
 - PMC Task Orders
6. Voucher approval Item 6. Action
7. Other Business
8. Next Meeting – August 8, 2013
9. Adjournment

cc: Local Media

**FLOOD DIVERSION BOARD OF AUTHORITY
JULY 11, 2013—3:30 PM**

Item 2.

1. MEETING TO ORDER

A meeting of the Flood Diversion Board of Authority was held Thursday, July 11, 2013, at 3:30 PM in the Fargo City Commission Room with the following members present: Cass County Commissioner Darrell Vanyo; Cass County Commissioner Vern Bennett; West Fargo City Commissioner Mike Thorstad; Fargo City Mayor Dennis Walaker; Fargo City Commissioner Tim Mahoney; Fargo City Commissioner Melissa Sobolik; Cass County Joint Water Resource District Manager Rodger Olson; Clay County Commissioner Kevin Campbell; and Moorhead City Council Member Nancy Otto. Also present was ex-officio member Gerald Van Amburg, Buffalo-Red River Watershed District.

Staff members and others present: Cass County Administrator Keith Berndt; Fargo City Administrator Pat Zavoral; Moorhead City Manager Mike Redlinger; Clay County Administrator Brian Berg; Fargo City Engineer April Walker; Moorhead City Engineer Bob Zimmerman; Cass County Engineer Jason Benson; Tom O'Hara, Program Manager, CH2MHill; John Glatzmaier, CH2MHill; Tom Dawson, Chairman, Chamber of Commerce Business Leader Task Force for Permanent Flood Protection; and Terry Williams, Project Manager, Corps of Engineers.

2. MINUTES APPROVED

MOTION, passed

Mr. Campbell moved and Ms. Otto seconded to approve minutes from the June 13, 2013, meeting as written. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mr. Mahoney moved and Mr. Walaker seconded to approve the order of the agenda as presented. Motion carried.

4. PROGRAM MANAGEMENT FIRM UPDATE

Program manager consultant monthly report

Tom O'Hara provided an update on activities over the last month including FY14 draft joint work plan; on-going technical and design activities; progress on hardship acquisitions that included a closing on the third property, negotiations on the fourth property, and approval of the appraisal for the fifth property; design scope and timeline for the Oxbow/Hickson/Bakke ring levee; and a meeting with FEMA and the Corps of Engineers to discuss mitigation requirements.

Corps of Engineers status update

Terry Williams said Corps of Engineers staff continues to work on the National Environmental Policy Act (NEPA) process to address project modifications; provide continued support for the Minnesota EIS (Environmental Impact Statement) process; receive comments during the 30-day public comment period for the Environmental Assessment (EA), which was released on June 14th; and conducted public meetings on June 25th to discuss the EA and June 26th to discuss design updates with northern landowners.

Ms. Williams said the public comment period for the EA will end on July 14th. So far, the Corps has received 17 comments. She also briefly discussed federal funding, and said since the last meeting, the Corps received official notification about an additional \$2.385 million in funding.

Task Orders and Authority Work Directives

John Glatzmaier reviewed the status of existing Task Orders (TO) with the board. He also reviewed four amended Task Orders with Houston Moore Group (HMG) totaling \$490,000.

MOTION, passed

Mr. Mahoney moved and Mr. Olson seconded to approve Task Order No. 2, Amendment 2 for County Road 31/County Road 4 bridge alignment in the amount of \$20,000; Task Order No. 3, Amendment 2 for alignment evaluation of I-29 for I-29/County Highway 81 bridges in the amount of \$115,000; Task Order No. 4, Amendment 2 for bridge detour road design on County Road 31/County Road 22 bridges in the amount of \$145,000; and Task Order No. 9, Amendment 7 for hydrology and hydraulic modeling in the amount of \$210,000. On roll call vote, the motion carried unanimously.

FY14 program decisions timeline and joint work plan status

Mr. O'Hara discussed the timeline for FY14 program decisions that include the joint work plan for the technical team and Corps of Engineers; funding decision; and Joint Powers Agreement (JPA) amendments. He said the draft work plan with the tentative FY14 budget and draft JPA will be presented at the next meeting. The JPA will need to be approved by the six member entities with final approval by the board in September.

Joint Powers Agreement background and amendment

Erik Johnson, Fargo City Attorney, provided a brief history on the Limited Joint Powers Agreement (JPA) for the Diversion Board of Authority. He said the first JPA was approved in the summer of 2011 with the first amendment approved in 2012 to authorize the FY13 budget of \$29 million. He said a second amendment will be discussed at the next meeting, which will include the FY14 budget; clarification of the name of the "entity" that the board governs; advancing of funds to Oxbow; and that the Minnesota share of the project will come from the Minnesota legislature.

The Moorhead City Council recently met and expressed concerns regarding the Minnesota cost share. Ms. Otto said the council is concerned because the city does not have dollars in its general fund to cover the cost, and does not have the authority to issue a special sales tax for the project. She said some misperceptions about the project need to be addressed, especially about the level of protection associated with a 500-year flood event. She said members requested more frequent updates be provided by the Corps of Engineers to the council. Also, members were concerned about local funds being spent on the project without receiving federal authorization because the project may not be constructed if it is not approved by the federal government. Mr. Zimmerman said the current protective measures in place in Moorhead would not protect the city to the river levels associated with a 500-year flood event.

Mr. Campbell believes the concerns regarding the Minnesota cost share will be addressed in the amended JPA. In regard to the dollars already spent, the Corps of Engineers fully supports the project. Ms. Williams said no other project in the country will protect the number of people (around 215,000) that the diversion will. Mr. Campbell said investments made so far are in areas that will see benefits, and he stressed the need to continue to educate the public. Mr. Vanyo said federal authorization does not occur without some local dollars being spent.

Mr. Mahoney said quarterly updates to member entities by the Corps of Engineers will be useful so everyone is informed about the project status, and will allow questions and concerns to be addressed.

5. **UPDATES FROM COMMITTEES**

Retention efforts update from Red River Basin Commission

Jeff Lewis, RRBC Assistant Executive Director of Policy, was present to provide an update from the Red River Basin Commission on the retention study. He discussed the Halstad Upstream Retention (HUR) project, including completion of individual modeling. He said the technical advisory committee continues to work with the Corps of Engineers and Minnesota DNR. Mr. Lewis said they are still on target to provide a final report at the September board meeting.

Land Management Committee

Mr. Walaker said the Land Management Committee met earlier this afternoon, and he provided a brief update. He said the City of Oxbow voted in favor to proceed with the Memorandum of Understanding (MOU) for the ring levee. Also, the Agricultural Policy Subcommittee met earlier this week, and decided to look at adding a rider to federal crop insurance first before considering the option of being self-insured.

Public Outreach Committee

Mr. Olson said the Public Outreach Committee met on July 10th, and discussed the numerous outreach activities over the last month. He said the committee worked with the Business Leaders Task Force to provide information for their meeting to be held July 30th with local legislators; created a project brochure for the North Dakota Water Education Foundation Summer Water Tour; assisted with a technical presentation given to the Home Builders Association; began communications with Minnesota officials regarding future meetings with the City of Comstock and residents in the staging area as well as quarterly updates from the Corps of Engineers; updated the diversion website; and distributed the most current e-newsletter.

Finance Committee

Kent Costin, Fargo City Finance Director, said the Finance Committee met on July 10th. He said one of the main items discussed was the FY14 work plan. Also, he said \$11 million remains out of the \$29 million budget for FY13.

6. **VOUCHERS, Approved**

MOTION, passed

Mr. Walaker moved and Ms. Otto seconded to approve the vouchers for June, 2013. On roll call vote, the motion carried unanimously.

7. NEXT MEETING DATE

The next meeting will be held on Thursday, August 8, 2013, at 3:30 PM.

8. ADJOURNMENT

MOTION, passed

On motion by Mr. Walaker, seconded by Mr. Campbell, and all voting in favor, the meeting was adjourned at 4:55 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant

Task Order Summary

Date: August 8, 2013

Task Order Summary	Budget Estimate (\$)
HMG Task Order No. 13, Amendment 2 – Levee Design <ul style="list-style-type: none"> • Amendment to add scope and budget for Red River (In-Town) Levees – Additional Phase 1 work and Phase 2 Design (WP-42) • Amendment to add scope and budget for Upstream Staging Area (O/H/B) Ring Levee Design (WP-43A, WP-43C, WP-43D, and WP-43E) 	\$ 4,090,000
USACE FY14 Joint Work Plan Funding <ul style="list-style-type: none"> • Lead Technical Agency for the O/H/B area levee project and designer for WP-43B • Management and support tasks, including H&H modeling, Minnesota EIS support, regulatory support, and additional miscellaneous support as identified and authorized 	\$ 2,100,000
Total of Task Orders	\$ 6,190,000

TASK ORDER SUMMARY

**HMG – Task Order No. 13 – Amendment 2
Levee Design**

**Increase \$ 4,090,000
Schedule Extension**

Description:

Defines scope for the Red River (In-Town) Levees (WP-42):

1. Additional Phase 1 design –provide additional internal ponding flood control analysis, and development additional alternatives for 2nd Street road alignment.
2. Phase 2 design – provide detailed engineering, design, and plans and technical specifications for 65% and 95% design submittals, cost estimate, operations and maintenance plan, and bid document development.
3. Value Engineering Study (VES) – facilitate workshop and prepare report.

Defines scope for the Oxbow/Hickson/Bakke Ring Levee Evaluation (WP-43):

1. Provide an updated conceptual design of golf course and clubhouse based on update levee alignment to accommodate a total of 80 replacement residential lots.
2. Incorporated scope and budget for previously approved AWD-00024 (Initial survey and geotechnical activities for levee design).
3. WP-43A Design - Levee Section from Riverbend Road to CR-81 (southeast) – 35%, 65% and 95% design submittals, cost estimates, and bid document development.
4. WP-43C Design - Levee Section from CR-81 (northeast) to Riverbend Road - 35%, 65% and 95% design submittals, cost estimates, and bid document development.
5. WP-43D Design - Interior Drainage and CR-81 Road Raises – 35%, 65%, and 95% design submittals, cost estimates, operations and maintenance plan, and bid document development.
6. WP-43E Design - Demolition and Utility Relocations - 35%, 65% and 95% design submittals, cost estimates, and bid document development.
7. VES or Value Based Design Charrette (VBDC) – facilitate workshop and prepare report.
8. Provide additional Non-Structural Improvement Evaluations, including additional mapping, database development, non-structural improvement concepts, and public meeting support.

Background:

As part of Work-In-Kind, provide assistance to USACE, in design and design support activities, for design of levees along the Red River to support increased flow through the protected area and for levees in the upstream staging area.

Recommendation:

PMC recommends authorization for Task Order No. 13, Amendment 2 for \$4,090,000.

**USACE – FY14 Joint Work Plan Funding
Work Package 43-B Upstream Staging Area Levee Design**

\$ 2,100,000

Description:

Defines scope for the USACE’s FY-14 Joint Work Plan funding:

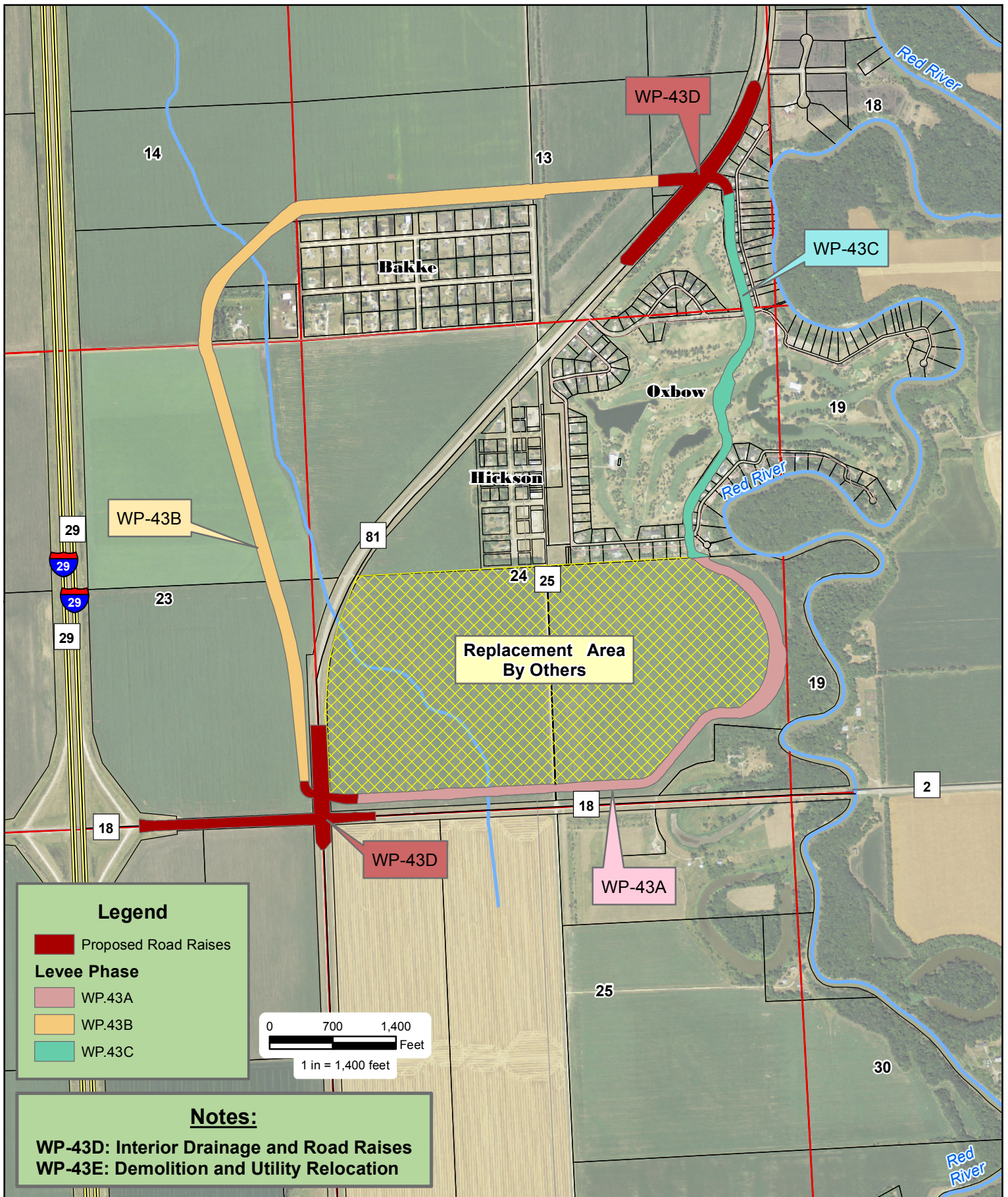
1. Lead Technical Agency for the Oxbow/Hickson/Bakke area levee project and designer for WP-43B.
2. Provide USACE FY-14 management and support tasks, including H&H modeling, Minnesota EIS support, regulatory support, and additional miscellaneous support as identified and authorized.

Background:

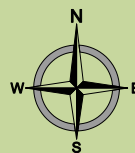
This document outlines the FY-14 funding of USACE activities by the Diversion Authority.

Recommendation:

PMC recommends authorization for USACE FY14 Joint Work Plan Funding for \$2,100,000.



**Figure 1: Ring Levee
 Oxbow, Hickson and Bakke, North Dakota**



Task Order No. 13, Amendment ~~4~~2

In accordance with Paragraph 1.01 of the Agreement between Fargo-Moorhead Flood Diversion Authority (“Owner”) and Houston-Moore Group, LLC (HMG) (“Engineer”) for Professional Services – Task Order Edition, dated March 8, 2012 (“Agreement”), Owner and Engineer agree as follows:

The parties agree that in the event of a conflict between Task Order No. 13 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: Levee Design and Design Support
- B. Description: As part of Work-in-Kind (WIK), provide assistance to USACE, in design and design support activities, for design of levees along the Red River to support increased flow through the protected area and for levees in the upstream staging area. Provide Lands, Easements, Rights-of-Way, Relocations, and Disposal areas (LERRDs) assistance to Owner to support the levee designs.
- C. Background:
 - i. Red River Levees: At the November 8, 2012 Diversion Board meeting, the Board requested the US Army Corps of Engineers (USACE) add levees along the Red River to allow increased flow through the protected area. This task order allows HMG to provide design and design support to USACE for these Red River levees.
 1. Phase 1 – Screening of alternatives and selecting final alignment scope to include: Development of Alternatives, Public Involvement, Surveying, Geotechnical Exploration and Testing, Preliminary Geotechnical Analysis, Preliminary Hydrologic and Hydraulic Analysis, Preliminary Internal Flood Control Analysis, Preliminary Utility Investigation, Preliminary Levee and Structural Design, Transportation Evaluation, Preliminary Environmental Studies, Preliminary Report and Drawings, and Project Management.
 2. Phase 2 – Detailed Plans and Specifications: ~~_(not included in this amendment)_~~Based on the alternative selected in Phase 1, conduct a Value Engineering (VE) evaluation of the proposed project and prepare plans and specifications for 65 and 95 percent submittals, and prepare a cost estimate based on the 95 percent design submittal. Notice To Proceed (NTP) will be subject to the completion and signing of the USACE Supplemental Environmental Assessment (EA).
 - ii. Upstream Staging Area Levees/Ring Dikes: At the November 8, 2012 Diversion Board meeting, the Board passed AWD-00020 Recommended Board of Authority Position for Post-Feasibility Alternatives Analysis VE-13A vs. VE-13C, which authorized HMG to begin conceptual design and site investigations of potential levees for the Oxbow.

2. Services of Engineer

- A. General

- i. Red River Levees. Prepare Preliminary Design Report (PDR) and drawings for the construction of levees through town. The work will be done in 2 phases: Phase 1 will include screening of alternatives, preliminary design, and selecting final alignments. Phase 2 will include detailed plans and specifications. ~~Only Phase 1 work scope and budget is included in this original task order.~~
- ii. Support for Upstream Stage Area Levees. Provide, as requested, assistance to USACE for design of a-ring levees and non-structural improvements in the Upstream Staging Area.
 - 1. ~~Provide detailed designs for four of the Oxbow/Hickson/Bakke ring levee Work Packages (WP-43A, WP-43C, WP-43D, and WP-43E).~~

B. Scope of Work

- i. Red River Levees – Work will be done in 2 phases:
 - 1. Phase 1 - Screening of Alternatives, Selection of Alignment, and Preliminary Design for the area in Fargo, ND along the Red River between the existing railroad embankment near 5th Avenue North and the north end of the existing 4th Street levee (near 2nd Street South). Work will include:
 - a. Development of Alternatives – Develop up to three (3) protection alignment concepts and conceptual level cost estimates. Participate in an alignment selection meeting.
 - b. Public involvement – Meet with affected property owners (5 anticipated), participate in two (2) public meetings, and respond to calls after public meetings. Prepare visualizations of alignment alternatives(s).
 - c. Surveying – Conduct topographic survey of project corridor including elevations, utilities, landscaping, buildings, and streets.
 - d. Geotechnical Exploration and Testing – Determine location of borings, right-of-entry requests, conduct borings, field and laboratory testing, to determine surface and subsurface geological conditions.
 - e. Preliminary Geotechnical Analysis – Conduct preliminary stability analysis on alignment alternatives and report of findings.
 - f. Preliminary Hydrologic and Hydraulic Analysis - Conduct HEC-RAS modeling to complete preliminary evaluation of Red River stage impacts due to proposed project.
 - g. Preliminary Internal Flood Control Analysis – Conduct SWMM model update for existing conditions and proposed conditions with project (including consideration of interior ponding), review of historical precipitation and stream flow, simulation of low river gravity outlet condition, simulation of high river pumped outlet condition, and determine preliminary pump sizing and additional internal storage needs.
 - h. Preliminary Utility Investigation – Determine preliminary utility relocation requirements, conduct utility coordination meeting, and document utility relocation requirements and issues.
 - i. Preliminary Levee Design Structural Design – Develop preliminary design of levee protection system, preliminary estimate of

embankment and borrow requirements, and prepare a narrative of design criteria.

- j. Preliminary Structural Design – Develop preliminary design for proposed floodwalls and closures, pump stations, and miscellaneous drainage structures. Prepare a narrative with descriptions of features, design considerations, and criteria assumptions.
- k. Transportation Evaluation – Develop initial evaluation of transportation impacts, and participate in two (2) coordination meetings with City of Fargo staff and two (2) coordination meetings with railroad staff. Develop up to five (5) alternatives for the 2nd Street road alignment to accommodate flood protection alternatives.
- l. Preliminary Environmental Studies – Complete Phase 1 Environmental Site Assessment report for six (6) properties.
- m. Preliminary Design Report and Drawings – Prepare Preliminary Design Report (PDR) with cost estimates and preliminary project plans for selected alignment. Prepare artists renderings of selected plan.
- n. Project Management – Document coordination and review, schedule and resource management, budgeting, and project team coordination.

2. Phase 2 – Detailed Plans and Specifications ~~(not included in this amendment)~~: Complete detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the selected alternative from Phase 1. Include required surveying, environmental studies, permitting, removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, floodwalls, closures, traffic evaluations, road realignments and signal changes, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:

- a. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, USACE Consistency, Agency Technical Review (ATR) and USACE Independent External Peer Review (IEPR) review teams.
- b. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
- c. Cost Estimate – prepare a cost estimate for the project based on the 95 percent submittal documents.
- d. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Diversion Authority, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
- e. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.

3. Value Engineering Study (VES)

⊖a. Facilitate a VES in accordance with USACE guidelines (up to 3 days) with staff from the Diversion Authority, Program Management Consultant (PMC), and USACE. Prepare and distribute materials and documents, facilitate the workshop, and prepare a VES report.

ii. Upstream Staging Area Ring Levees:

1. Provide support as defined below and as requested in writing. Types of requests may include:
 - a. Respond to information requests by affected residences and develop information for presentations or public meetings.
 - b. Conduct a geotechnical site visit(s) of the levee site(s) to observe surface features and, if requested, conduct subsurface investigations.
 - c. Determine existing utilities and utility relocation requirements.
 - d. Begin conceptual design of the levees and/or floodwalls and floodgates, interior layout (which may include street layout, storm water sewer, storage, and lift station sizing, house relocation planning, and golf course layout), and external infrastructure (road raises for egress).
2. Oxbow/Hickson/Bakke – Ring Levee Evaluation:
 - a. Prepare a proposed ring levee system to reduce flood risk to Oxbow/Hickson/Bakke, ND during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.
 - b. The ring levee will impact the golf course and clubhouse. Provide conceptual design services for re-design of the golf course and clubhouse.
 - i. Provide an updated conceptual design of golf course and clubhouse based on update levee alignment to accommodate a total of 80 replacement residential lots.
 - c. Initial Survey and Geotechnical Activities for Levee Design:
 - i. Work with USACE to develop a geotechnical investigation plan for the alternative Levee alignments for approval.
 - ii. Stake the location of approved borings and record the coordinates and elevations of the borings.
 - iii. Conduct up to 20 geotechnical borings on portions of the alternative alignments that are common to all alternatives.
 - iv. Obtain and comply with right of entry (ROE) and right of way (ROE) requirements for each property entered.

The construction of the Oxbow/Hickson/Bakke (O/H/B) ring levee and associated work is phased. The work has been divided into five (5) Work Packages, which include: three (3) levee design packages, an interior drainage and road raise package, and a demolition and utility relocations package. One of the levee design packages (WP-43B) will be completed by the USACE. The

remaining 4 design packages (WP-43A, WP-43C, WP-43D and WP-43E) will be completed in this scope of work. See Figure 1, attached.

Assumptions for WP-43A, WP-43C, WP-43D and WP-43E include:

- No additional surveys required (included in WP- 43B).
 - Soil exploration, laboratory testing, and instrumentation costs included under WP-43B. Geotechnical design of the levee is required. Groundwater evaluation is required to determine impacts to existing septic systems, sewer systems and basements.
 - No staging area water hydrologic and hydraulic (H&H) modeling required (included in WP- 43B). H&H for local drainage and interior drainage is required.
 - Include design of levee, vegetation free zone, and ditching (input from WP-43B and WP-43D). CR-81 road raise will be in WP-43D. Retention basin/pump station design will be in WP-43D. Utility relocation design and demolition design will be in WP-43E.
 - Coordination between designers for WP-43B, WP-43C, WP-43D, and WP-43E is required, along with review of design submittals from WP-43B.
 - Develop design, plans, ROW drawings, technical specs, Design Documentation Report (DDR), cost estimate, and engineering considerations.
 - Preliminary Engineering Report (PER) -35% review includes internal review, Sponsor review, and USACE Consistency and ATR review.
 - Draft Technical Report (DTR) -65% review includes internal review, Sponsor review, USACE Consistency, ATR, and USACE IEPR. IEPR will be accomplished by the Natural Resources Conservation Service (NRCS)
 - Final Technical Report (FTR) -95% review includes internal review, Sponsor review, and USACE ATR.
 - Final Technical Certification (Bid Documents). Provide final documents for closeout of remaining comments and technical signoff. There will not be a review associated with this submittal.
 - Bid set will include final Plans and Specifications.
 - Assume limited work effort during the bid period consisting of: responding to bidders' questions and preparing amendments.
 - Provide final contract award CD of all work items.
 - Weekly coordination meetings will be held and will include: tech lead, geotech, cost/specs, and H&H designers. Assume the meetings for WP-43A and WP-43C, WP-43D, and WP-43E will be combined into one weekly meeting.
- d. WP-43A – Levee Section from Riverbend Road to CR81 (southeast): Design approximately 7,300 lineal feet (lf) of levee, interior buffer zone, and interior drainage swale (if required – based on interior drainage developed in WP-43D), including geotechnical design, civil

design, permitting, cost estimates, and preparation of drawings and technical specifications; coordinate design of interior levee buffer zone (drainage swale, snow drop area, and tree screen) and recreational features with O/H/B community and developer/golf course designer; determine affect of levee and exterior impounded water on existing septic systems, sewer systems, and basements. Coordinate with design of Retention Basin (WP-43D). Coordinate with design of road raise of CR-81 (design WP-43D). To be constructed with interior drainage stormwater pump station (WP-43D).

i. Deliverables:

1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR & IEPR review teams.
3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR & IEPR review teams.
4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.

e. WP-43C - Levee Section from CR-81 (northeast) to Riverbend Road: Design approximately 5,000 lf of levee, including geotechnical design, civil design, permitting, cost estimates, and preparation of drawings and technical specifications; coordinate design of interior levee drainage with interior drainage design as part of WP-43D; coordinate design of interior levee slope and recreational features with O/H/B community and golf course designer. Removal/demolition of existing structures and utility cut, cap and removal will be designed under WP-43E.

i. Deliverables:

1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and

preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.

2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR and IEPR review teams.
3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.

f. WP-43D –Interior Drainage and CR-81 Road Raises: Design interior drainage system for the O/H/B communities, including both new drainage infrastructure and required rehabilitation or upgrades to existing drainage infrastructure; design stormwater retention pond and new stormwater pump station, including surveying, H&H to determine ditch cross sections and slopes, culvert sizes and slopes, geotechnical, structural, electrical, architectural, civil, permitting, cost estimates, and preparation of drawings and technical specifications. Design road raises of CR-81, including geotechnical, geology, civil, cost estimates, and preparation of drawings and technical specifications, coordinate with levee design teams.

i. Deliverables:

1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR and IEPR review teams.

3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
 5. Operation and Maintenance Plan – prepare draft O&M Plan for review by Diversion Authority, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
 6. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- g. WP-43E – Demolition and Utility Relocations: Develop demolition plan for WP-43C Levee area (CR-81 (northeast) to Riverbend Road, including utility identification, identification of structures to be sold or demolished in place, environmental Phase 1, permitting, and required remediation. Design utilities to be cut, capped, and removed, and utilities to be relocated (coordinate with developer of new City of Oxbow infrastructure), including cost estimates, and drawings and technical specifications. Review adequacy of existing wastewater pump station and forcemain for the 38 additional residential units.

i. Deliverables:

1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR and IEPR review teams.
3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.

5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.

h. VES or Value Based Design Charrette (VBDC) – facilitate a VES or VBDC in accordance with USACE guidelines (up to 3 days) with staff from the Diversion Authority, PMC, and USACE. Prepare and distribute materials and documents, facilitate the workshop, and prepare a VES report.

i. Coordinate and lead VES or VBDC of the five (5) O/H/B levee design packages (WP-43A through WP-43E).

3. Comstock – Ring Levee Evaluation:

a. Prepare a proposed ring levee system to reduce flood risk to Comstock, MN during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.

4. Christine – Ring Levee Evaluation:

a. Prepare a proposed ring levee system to reduce flood risk to Christine, ND during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.

~~The USACE has not yet determined the creditability of this subtask.~~

5. Wolverton – Ring Levee Evaluation:

a. Prepare a proposed ring levee system to reduce flood risk to Wolverton, MN during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.

~~The USACE has not yet determined the creditability of this subtask.~~

6. Staging Area – Non-Structural Improvement Evaluation:

a. Identify individual residential properties within the staging area and evaluate the potential benefit from non-structural improvements to reduce flood risk to residential structures during operation of the Diversion Project and staging of water. Show the location of potential improvements and evaluate access during periods of Diversion operation.

i. Provide mapping of residential structures and farmsteads impacted by the Staging Area for the 100-year event, and include estimated depth of impact for the structures with and without the project.

ii. Where technically feasible, provide concept for non-structural improvements and estimate cost of improvements.

iii. Develop database of impacted properties that includes relevant project information (such as depth of impact with and without project, etc.)

iv. Assist in preparation, provide meeting materials, and attend one-on-one meetings with impacted landowners.

~~The USACE has not yet determined the creditability of this subtask.~~

7. Assist with preparation of materials for public meetings.

iii. Deliverables

1. Red River Levees – Phase 1

- a. Project Schedule with milestone dates for key activities and monthly updates
- b. Monthly Progress Reports and meeting minutes
- c. Alignment selection TM
- d. Geotechnical TM, including:
 - Geotechnical field and laboratory findings
 - Geotechnical stability analysis
 - Survey data
 - Geotechnical field logs
- e. Hydrologic and Hydraulic analysis TM
- f. Transportation TM
- g. Phase 1 Environmental Site Assessment reports
- h. Preliminary Design Report, including:
 - Preliminary pump sizing and storage needs
 - Utility relocation requirements and issues
 - Preliminary Levee design
 - Preliminary Structural design
 - Cost Estimate
 - Preliminary Drawings

2. Red River Levees - Phase 2

- a. 65 Percent Design Submittal
- b. 95 Percent Design Submittal
- c. Cost Estimates
- d. Operation and Maintenance Plan
 - i. Draft Plan
 - ii. Final Plan

3. Red River Levees – VES reports

2-4. Support for Upstream Staging Area Levees

- a. Oxbow/Hickson/Bakke TM
- b. WP-43A
 - i. 35 Percent Design Submittal
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. Cost Estimates

c. WP-43C

i. 35 Percent Design Submittal

ii. 65 Percent Design Submittal

iii. 95 Percent Design Submittal

iv. Cost Estimates

d. WP-43D

i. 35 Percent Design Submittal

ii. 65 Percent Design Submittal

iii. 95 Percent Design Submittal

iv. Cost Estimates

v. Operation and Maintenance Plan

1. Draft Plan

2. Final Plan

e. WP-43E

i. 35 Percent Design Submittal

ii. 65 Percent Design Submittal

iii. 95 Percent Design Submittal

iv. Cost Estimates

a-f. VES or VBDC reports

b-g. Comstock TM

e-h. Christine TM

d-i. Wolverton TM

e-j. Staging Area Non-Structural Improvements TM

iv. Work not included in this Scope of Services

1. Environmental permitting
2. Utility Relocation Agreements
3. ROW Acquisition including Appraisals, Title Searches, Title Opinions, Deeds
4. Bid documents and bidding services

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
2.B.i Red River Levees – Phase 1	November 8, 2012	September 30, 2013
2.B.ii Upstream Staging Area Ring Levees	November 8, 2012	September 30, 2013
Amendment 1 all work	December 13, 2012	September 30, 2013

2.B.ii.2.d WP-43A Bid Documents

August 8, 2013

May 4, 2014

Amendment 2 other work

August 8, 2013

May 31, 2015

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

- i. Compensation for services identified under Subtasks 2.B.i through 2.B.ii shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- ii. The total compensation for services identified under the Task Order for Subtasks 2.B.i through 2.B.ii is not-to-exceed ~~-\$575,000~~ amount as defined in the table below.
- iii. Estimated budget for Subtask 2.B.ii, Upstream Staging Area Levees/Ring Dikes, is based on an allowance.
 - 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask 2.B.ii, Upstream Staging Area Levees/Ring Dikes, is expended.
 - 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask 2.B.ii, Upstream Staging Area Levees/Ring Dikes, is expended.
 - 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask 2.B.ii, Upstream Staging Area Levees/Ring Dikes, without Owner’s authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
2.B.i.1 In-Town <u>Red River Levees – Phase 1 Design</u>	375,000	<u>60,000</u>	<u>435,000</u>
<u>2.B.i.2 Red River Levees – Phase 2 Design</u>		<u>2,000,000</u>	<u>2,000,000</u>
<u>2.B.i.3 Red River Levees – VES</u>		<u>30,000</u>	<u>30,000</u>
2.B.ii Upstream Staging Area Ring Levees (Allowance)	200,000	<u>225,000</u>	<u>425,000</u>
<u>2.B.ii.2.d WP-43A Design</u>		<u>275,000</u>	<u>275,000</u>
<u>2.B.ii.2.e WP-43C Design</u>		<u>190,000</u>	<u>190,000</u>
<u>2.B.ii.2.f WP-43D Design</u>		<u>1,020,000</u>	<u>1,020,000</u>
<u>2.B.ii.2.g WP-43E Design</u>		<u>260,000</u>	<u>260,000</u>
<u>2.B.ii.2.h O/H/B Ring Levee – VES</u>		<u>30,000</u>	<u>30,000</u>
TOTAL	575,000	<u>4,090,000</u>	<u>4,665,000</u>

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

~~a. Barr Engineering Company~~

~~b. Braun Intertec Corporation~~

~~c. HDR Engineering, Inc.~~

- ~~d. Houston Engineering, Inc.~~
- ~~e. Kadmas, Lee & Jackson~~
- ~~f. Moore Engineering, Inc.~~
- ~~g. Northern Technologies, Inc.~~
- ~~h. SRF Consulting Group, Inc. Robert Trent Jones II, LLC~~

7. Other Modifications to Agreement: None
8. Attachments: ~~None~~Figure 1
9. Documents Incorporated By Reference: None

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is November 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

Signature _____ Date _____

Jeffry J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Darrell Vanyo

Name

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

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

Address

berndtk@casscountynd.gov

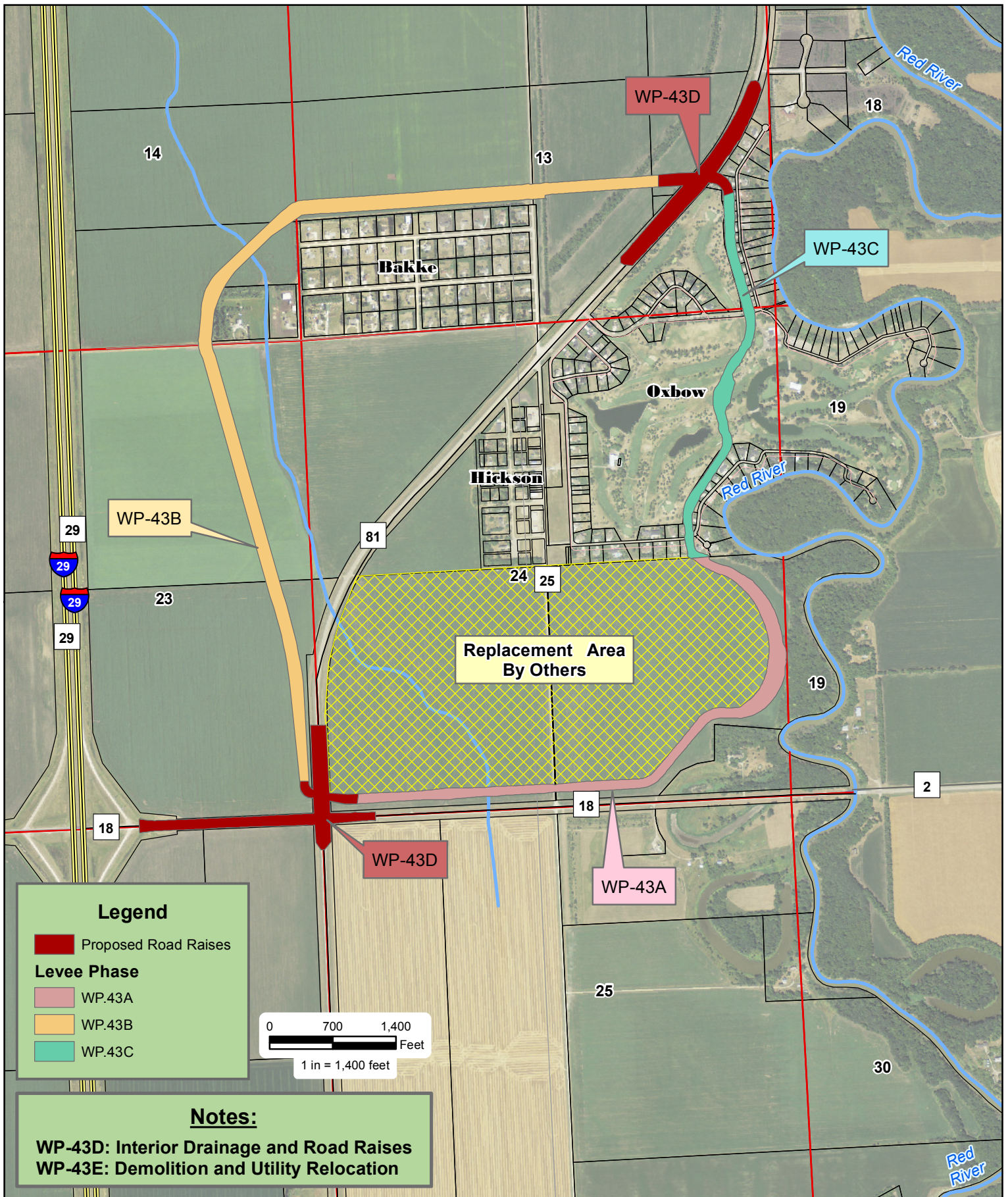
E-Mail Address

(701) 241-5720

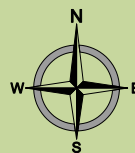
Phone

(701) 297-6020

Fax



**Figure 1: Ring Levee
 Oxbow, Hickson and Bakke, North Dakota**



USACE FY-14 Joint Workplan Funding

The FY-14 Joint (Local Sponsors/US Army Corps of Engineers (USACE)) Workplan was developed to identify the recommended project activities to be accomplished in Fiscal Year 2014 (FY-14). The total recommended budget is \$70 million. A budget of \$2.1 million is recommended to fund USACE activities. The \$2.1 million funding will be managed by the Technical and Administrative Advisory teams.

1. Specific FY-14 Project Data

- A. Title: USACE FY-14 Joint Workplan Funding
- B. Description: Provide design and design support activities for design of the Oxbow/Hickson/Bakke (O/H/B) area levee, USACE management support, Hydrology and Hydraulic (H&H) Modeling support, Minnesota EIS support, other Regulatory support, and additional support as identified and authorized.
- C. Background: This document outlines the FY-14 funding of USACE activities by the Local Sponsors.

2. Services of USACE

- A. General
 - i. Lead Technical Agency for the O/H/B area levee project and designer for WP-43B.
 - ii. Provide FY-14 management and support tasks, including H&H modeling, Minnesota EIS support, regulatory support, and additional miscellaneous support as identified and authorized.
- B. Scope of Work
 - i. WP-43B Design - Levee Section west of County Road 31 (CR-31):
 - 1. Design approximately 12,000 linear feet of levee and relocation of existing drainage swale; including the common elements for WP-43A, WP-43B, and WP-43C: surveying, geotechnical data collection and lab analysis, and H&H for levee height and wave action; and the WP-43B specific elements: geotechnical design, civil design, cost estimates, and preparation of drawings and technical specifications; include design of snow drop/tree screen and coordinate with residents of Bakke. See Figure 1, attached.
 - 2. Assumptions for WP-43B include:
 - a. Project surveys will be conducted during up to two (2) survey visits under WP-43B. Existing LiDAR will be used for majority of design.
 - b. Participate in a 3-day Value Engineering Study (VES) or Value Based Design Charrette (VBDC), facilitated by others. Provide Civil, Geotechnical, and H&H staff.
 - c. Provide soil exploration, laboratory testing, and instrumentation costs for entire O/H/B levee.
 - d. Provide H&H wave analysis and Risk & Uncertainty analysis.

- e. Design approximately 12,000 linear feet of levee, vegetation free zone, ditching, exterior drainage swale (H&H under 43D). Assume existing exterior drainage swale west will have to be relocated a certain distance away from the levee. CR-81 road raise design will be in WP-43D. Retention basin/pump station design will be in WP-43D. Golf course and new subdivision design will be by others.
- f. Coordination between designers for WP-43A, WP-43C, WP-43D, and WP-43E is required, along with review of design submittals from other Work Packages.
- g. Develop design, plans, ROW drawings, technical specs, Design Documentation Report (DDR), cost estimate, and engineering considerations.
- h. Preliminary Engineering Report (PER) - 35% review includes internal review and USACE Agency Technical Review (ATR) review.
- i. Draft Technical Report (DTR) - 65% review includes internal review and ATR/ USACE Independent External Peer Review (IEPR) review. IEPR will be accomplished by the Natural Resources Conservation Service (NRCS).
- j. Final Technical Report (FTR) - 95% review includes District Quality Control (DQC) review and ATR/Sponsors review.
- k. Final Technical Certification (Bid Documents). Provide final documents for closeout of remaining comments and technical signoff. There will not be a review associated with this submittal.
- l. Bid set will include final Plans and Specifications.
- m. Assume construction bid as Work-in-Kind (WIK) by the Local Sponsors.
- n. Assume limited work effort during the bid period consisting of: responding to bidders questions and preparing amendments.
- o. Provide final contract award CD of all work items.
- p. Weekly Project Design Team (PDT) meetings will be held and will include Local Sponsors representative(s).

3. Deliverables:

- a. PER (35 Percent) Design Submittal – prepare preliminary design submittal and submit for review by the Local Sponsors, ATR, and Program Management Consultant (PMC).
- b. DTR (65 Percent) Design Submittal – evaluate and incorporate PER and accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Local Sponsors, ATR, IEPR, and PMC.
- c. FTR (95 Percent) Design Submittal – evaluate and incorporate DTR review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Local Sponsors, ATR, and PMC.
- d. Cost Estimates – prepare cost estimates for the project based on the PER and FTR submittal documents.

- e. Bid Document Development – incorporate FTR review comments into the design documents and assist the PMC with development of bid documents.
 - f. Operation and Maintenance Plan – prepare draft O&M Plan for review by Local Sponsors, PMC, and Local Consultants. Incorporate review comments and prepare final O&M Plan.
 - ii. USACE Management: Provide technical and project management services for FY-14. These services include management of design tasks, coordination with Local Sponsors, PMC, and Local Consultants, travel and attendance of management and governance meetings, and preparation on status reports. Anticipated meetings include monthly Diversion Authority Board, Technical Working Group, and Local Sponsors/Local Consultant Technical Team meetings; as well as quarterly Joint Management and Executive Leadership meetings. Also included are the following project support tasks:
 - 1. H&H Support: Provide technical services for H&H tasks identified and authorized by the Local Sponsors.
 - a. Ongoing tasks include:
 - i. Phase 7.1 and Phase 8 H&H model updates
 - ii. Review of PMF evaluation
 - iii. Project Documentation
 - iv. H&H support for on-going designs
 - b. Future tasks may include:
 - i. Project Operations Plan
 - ii. Modeling of 20-yr event
 - iii. Update of hydrology for summer events
 - iv. Detailed modeling for specific properties
 - 2. Geotechnical Support: Provide support services for work related to the pile load test, pressure meter testing, boring log review, and instrumentation.
 - 3. Minnesota Environmental (EIS) Support: Provide support services to assist the Local Sponsors with the management and coordination of the Minnesota EIS.
 - 4. Regulatory Support: Provide support services to assist the Local Sponsors with Federal and State permitting requirements.
 - 5. Provide staff (H&H, geotechnical, civil/structural) to attend a 3 day VE study of WP-42 (In-Town Levees).
 - 6. Miscellaneous Support: Provide project support for tasks identified and authorized by the Local Sponsors.

3. Times for Rendering Services

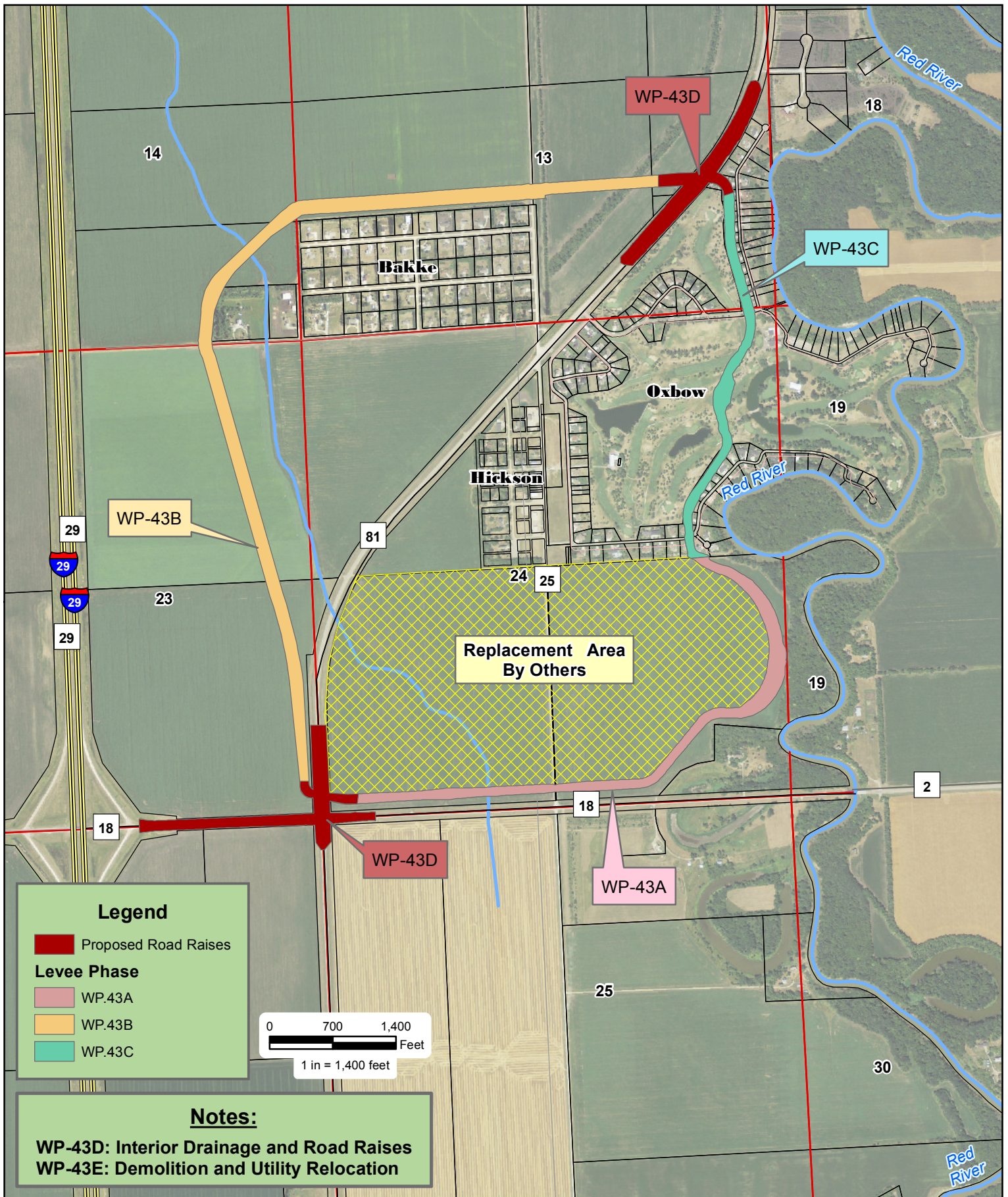
<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
2.B.i WP-43B Design	August 9, 2013	September 30, 2014
2.B.ii USACE Management and Support Tasks:	October 1, 2013	September 30, 2014

4. Payments to USACE

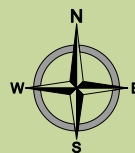
A. Local Sponsors shall pay USACE for services rendered as follows:

- i. Compensation for services identified under Subtasks 2.B.i through 2.B.ii shall be on a Time and Material basis.
- ii. Budgets shown below are based on a total FY-14 Budget of \$2.1 million.

Subtask	Budget (\$)
2.B.i WP-43B Design	1,000,000
2.B.ii USACE Management and Support Tasks	1,100,000
TOTAL	2,100,000



**Figure 1: Ring Levee
 Oxbow, Hickson and Bakke, North Dakota**



FM METRO FLOOD DIVERSION PROJECT

Joint Powers Agreement Amendment #2

DECISION PAPER NO.: **DP-00031**

Date: 8/8/2013

RECOMMENDATION FOR BOARD ACTION:

Motion is made that the Board of Authority approved the attached recommended Limited Joint Powers Agreement (LJPA) amendment #2 for coordination with the six signatories to the LJPA. The Board acknowledges that this amendment requires the approval of all six signatories before the Board can accept the the final amendment.

SUMMARY OF DECISION TOPIC:

The Limited Joint Powers Agreement requires an annual review and annual approval of the Diversion Authority budget. The attached amendment language includes:

- FY14 Authority Budget of \$70M with \$190k being the Minnesota share and 69.81M being the North Dakota share. The \$70M will fund those activities outlined in the Joint FY14 Work Plan that was developed by the Authority and Corps technical staff and recommended for approval by the Authority's Administrative staff.

- The JPA amendment also included languages changes in the following areas:

1. Name. Names the "entity" created by the LJPA as the "Metro Flood Diversion Authority" and the board that governs the entity is the "Board of Authority" or the "Diversion Authority". [A name for the entity is becoming necessary for formal documents such as deeds, contracts, et cetera.]
2. Powers. Clarify existing power to enter into various contracts to specifically authorize power to enter into contract with city of Oxbow for ring-levee, replacement property and related matters, including advancing and recoument of funds for such purposes.
3. Clarifies that Minnesota entities will look to legislature for funding of their share.
4. Clarifies that in the event that a Project Partnership Agreement is never signed that the Minnesota share is limited to the amounts specified in the JPA and its amendments.
5. Date of the original LJPA. Establishes the date certain when the Limited Joint Powers Agreement became effective in 2012.

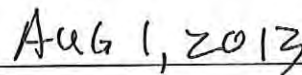
REVIEWS AND RECOMMENDATIONS:

The JPA amendment was developed by the Authority legal staff and reviewed by the Admin Advisory staff and the Finance committee before presentation to the Board for approval. All have recommended approval of the motion.

Submitted by:



Thomas E. O'Hara
CH2M HILL
Program Manager
Fargo-Moorhead Area Diversion Project



Date

Brian C. Berg, Clay County Administrator
Concur: _____ Non-Concur: _____

Michael J. Redlinger, Moorhead City Manager
Concur: _____ Non-Concur: _____

Keith Berndt, Cass County Administrator
Concur: _____ Non-Concur: _____

April Walker, Fargo City Engineer
Concur: _____ Non-Concur: _____

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

Pat Zavoral, Fargo City Administrator
Concur: _____ Non-Concur: _____

David Overbo, Clay County Engineer
Concur: _____ Non-Concur: _____

Robert Zimmerman, Moorhead City Engineer
Concur: _____ Non-Concur: _____

Erik Johnson, Attorney for City of Fargo
Concur: _____ Non-Concur: _____

John Shockley, Attorney for Moorhead
Concur: _____ Non-Concur: _____

SECOND AMENDMENT TO LIMITED JPA

SUMMARY:

- The recitals refer to need for slight amendment and for approving FY 2014 budget
- Name. Self-name the “entity” created by the JPA as the “Metro Flood Diversion Authority” and the board that governs the entity is the “Board of Authority” or the “Diversion Authority”. [A name for the entity is becoming necessary for formal documents such as deeds, contracts, et cetera.]
- Powers. Clarify existing power to enter into various contracts to specifically authorize power to enter into contract with city of Oxbow for ring-levee, replacement property and related matters, including advancing and recoupment of funds for such purposes.
- FY 2014 Budget. Insert dollar amount for FY 2014 budget and clarify that Minnesota entities will look to legislature for funding of their share.
- Date of Ltd JPA. Again, it may be helpful in forming formal documents to establish and self-identify a date certain when the Limited Joint Powers Agreement became effective.

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**SECOND AMENDMENT TO THE
LIMITED JOINT POWERS
AGREEMENT**

[Including Fiscal Year 2014 Budget]

**METRO FLOOD DIVERSION
PROJECT**

Moorhead, MN
Fargo, ND
Clay County, MN
Cass County, ND
Buffalo Red River Watershed District
Cass County Joint Water Resource District

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Section 2. ARTICLE VI	POWERS OF DIVERSION AUTHORITY
Section 3. ARTICLE VIII	BUDGET
Section 4. ARTICLE IX.	PROJECT PLANNING, DESIGN AND DEVELOPMENT COSTS
Section 5. ARTICLE VXII	MISCELLANEOUS
Section 6.	

**SECOND AMENDMENT TO
LIMITED JOINT POWERS AGREEMENT
[Including Fiscal Year 2014 Budget]**

THIS SECOND AMENDMENT TO THE LIMITED JOINT POWERS AGREEMENT is made and entered into effective the date last approved by and between the following entities:

1. Clay County, MN;
2. Moorhead, MN;
3. Cass County, ND;
4. Fargo, ND;
5. Cass County Joint Water Resource District;
6. Buffalo Red River Watershed District;

[Referred to herein as a "party", "member" or "member entity" and collectively as the "parties", "members" or "member entities"].

RECITALS

- A. The member entities executed a Limited Joint Powers Agreement dated June, 2011, [hereinafter the "Limited JPA"] which established the duties, responsibilities and obligations of each party regarding the Fargo-Moorhead Metro Diversion Project and set forth a budget for federal fiscal years 2011 and 2012, and a First Amendment to the Limited JPA was approved and executed which, among other things, set forth a budget for federal fiscal year 2013.
- B. The members to the Limited JPA wish to continue to fund activities of the Diversion Authority in anticipation of federal authorization and full implementation of the Project.
- C. The purpose of this Second Amendment to the Limited JPA is to establish a budget for federal fiscal year 2014, to clarify existing or include additional

powers of the Diversion Authority, to clarify the language addressing the contribution amounts for the Minnesota and North Dakota member entities, to recognize the addition of the Diversion Authority as an additional non-federal sponsor along with the cities of Fargo and Moorhead and to clarify the scope and authority of the Diversion Authority.

NOW, THEREFORE, IT IS HEREBY AGREED, that the Limited JPA is amended to read as follows:

Section 1. Article V of the Limited Joint Powers Agreement is hereby amended to read as follows:

ARTICLE V.

DIVERSION BOARD OF AUTHORITY

AND

METRO FLOOD DIVERSION AUTHORITY

The members to this Agreement hereby establish a joint board to be known as the Diversion Board of Authority (to be referred to as either the “Diversion Authority” or the “Diversion Board”) which shall be the governing board for the entity created by this agreement which entity is to be known and referred to as the “Metro Flood Diversion Authority”. The Diversion Authority Board shall consist of nine members, seven of which shall be appointed by the North Dakota members to this Agreement and two of which shall be appointed by the Minnesota members to this Agreement. The membership of the Diversion Authority Board shall be comprised as follows:

1. Three (3) members appointed by the city of Fargo (referred to herein as “Fargo Board Members” and individually as a “Fargo Board Member”).
2. One (1) member appointed by the city of Moorhead (referred to herein as the

“Moorhead Board Member”).

3. Three (3) members appointed by Cass County (referred to herein as “Cass County Board Members” and individually as a “Cass County Board Member”); provided, however, that Cass County shall be authorized to allow either the Cass County Joint Water Resource District or the city of West Fargo to appoint up to two of said three (3) members.
4. One (1) member appointed by the Cass County Joint Water Resource District.
5. One (1) member appointed in accordance with joint powers agreement between Clay County and the Buffalo-Red River Watershed District established for such purpose. As between Clay County or the Buffalo-Red River Watershed District, to the extent that one, or the other, of said member entities does not have voting representation on the ~~Board of Authority~~Diversion Board, said member entity shall be entitled to representation on the ~~Board of Authority~~Diversion Board by one (1) non-voting, ex-officio, member appointed by such member entity.

For purposes of this Agreement, the Diversion ~~Authority~~Board voting members appointed by Moorhead, Clay County or Buffalo-Red River Watershed District may be individually referred to as a “Minnesota Board Member” and cumulatively as the “Minnesota Board Members”. Each member entity shall also be authorized to designate alternate members of the Diversion ~~Authority~~Board to sit in place of an appointed voting member of the ~~Diversion Authority~~Board when the appointed voting member is unable to attend a meeting of the Diversion ~~Authority~~Board.

The Diversion ~~Authority~~Board may approve other non-voting ex-officio members to the board.

Section 2. Article VI of the Limited Joint Powers Agreement is hereby amended to read as follows:

**ARTICLE VI.
POWERS OF DIVERSION AUTHORITY**

The Diversion Authority shall have the power to:

1. Sue and be sued;
2. Conduct or arrange for public information meetings;
3. Appoint ex-officio board members;
4. Hire and terminate a project manager, a lobbyist and other support personnel and to provide necessary office space, supplies, equipment and other support;
5. Assist in the planning, design and development of the Project, including land acquisition and construction of the Project;
6. Enforce the terms of this Agreement, including requiring one or more parties to this agreement to fulfill its obligations as defined herein;
7. Perform all acts expressly authorized by the parties to this Agreement, unless prohibited by statute or otherwise;
8. Delegate tasks to one or more of the parties to this Agreement, unless prohibited by statute or otherwise;
9. Create Committees to provide technical, financial and legal assistance or other assistance to the Board and to provide for the duties and membership thereof, as may be set forth more fully below;
10. Procure the services of engineers, contractors, consultants and other persons or entities for the planning, design and development of the Project;
11. Enter into contracts or other arrangements with the United States Government or any department thereof, municipalities, counties, water resource or watershed districts, states or any agency thereof, persons, railroads, companies or corporations, for cooperation or assistance in designing and developing and constructing the Project and acquiring and maintaining the necessary lands, easements and rights of way for the Project, including contracts, joint powers agreements or other arrangements for advancing funds for project purposes and for recouping some or all of such funds including, without limitation, entering into such contract(s), joint powers agreement(s) or other arrangements with the city of Oxbow, North Dakota, for purposes of

constructing and installing a ring-levée, providing for replacement property and the infrastructure supporting such replacement property and any other purposes as may be necessary and appropriate for the furtherance of the Project; and,

12. Lobby for state and/or Federal funds for the Project.
13. Lobby for federal authorization or other approval as may be directed by the Diversion Authority.
14. To indemnify and hold harmless the Non-Federal Sponsors as described in Article VII, below.
15. To acquire insurance.

This Agreement shall in no way limit or restrict the powers and duties of each party to this Agreement, except as provided herein.

Section 3. Article VIII of the Limited Joint Powers Agreement is hereby amended to read as follows:

**ARTICLE VIII.
BUDGET**

The financial authority of the Diversion Authority is limited to the budgeted funds that have been approved by the members to the Agreement. The members hereby agree to a Diversion Authority budget for the 2011 through 2014 federal fiscal years as follows:

Fiscal Years 2011 and 2012:	\$16,500,000
Fiscal Year 2013:	\$29,000,000
<u>Fiscal Year 2014:</u>	<u>\$70,000,000</u>

It is intended that the budgeted funds be utilized to match the federal dollars in accordance with the obligations of the Non-Federal Sponsors, and conduct activities as determined appropriate and approved by the Authority to advance the Diversion Project. Prior to the end of Fiscal Year 2014, the Diversion Authority shall propose a new budget,

which must be approved by all of the member entities through a vote of their governing bodies.

Section 4. Article IX of the Limited Joint Powers Agreement is hereby amended to read as follows:

**ARTICLE IX.
PROJECT PLANNING, DESIGN AND DEVELOPMENT COSTS**

The planning, design and development of the Project will be partially funded with Federal funds and partially funded with local funds. The local cost share requirement will be that portion of the total cost of the Project not provided by the Federal Government (hereinafter the "Non-Federal Project Costs").

It is the intent of the members that all Non-Federal Project Costs incurred by the Authority be allocated between Minnesota and North Dakota at a ration of ten percent (10%) paid by Minnesota, or by Minnesota entities, and ninety percent (90%) paid by North Dakota, or by North Dakota entities, all of which remains subject to final negotiation and decision of the MN 10%/ND 90% ratio for the Diversion Project and a negotiated ratio for mitigation, to be finalized once a Project Partnership Agreement (PPA) is entered into with the United States Army Corps of Engineers, or other acceptable agreement(s) is entered into for construction.

Prior to final negotiation of the MN/ND cost share ratio, the share of all Non-Federal Project Costs incurred by the Authority shall be as follows:

	FY 2011-2012	FY 2013	<u>FY 2014</u>
Minnesota	\$150,000	\$290,000	<u>\$190,000</u>
North Dakota	Balance	Balance	Balance

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The Minnesota members to this Agreement have determined, or will determine, by separate agreement the share of the Minnesota cost each will bear. The North Dakota members to this Agreement have determined, or will determine, by separate agreement the share of the North Dakota cost each will bear. The Minnesota and North Dakota members agree to actively pursue state funding assistance for the benefit of the project and the Diversion Authority, it being understood that the Minnesota ratio will be funded by the Minnesota legislature. In the event a Project Partnership Agreement is not executed by the non-federal sponsors, the Minnesota ration is, and shall be, limited to amounts that have been previously agreed in the table above, as the same may have been amended from time to time.

Section 5. Article XVII of the Limited Joint Powers Agreement is hereby amended to add a paragraph as follows:

Effective dates: The initial Limited Joint Powers Agreement was approved by each of the member entities with the _____ being the last member-entity to so approve it and it is hereby understood and agreed that, for purposes of referring to said initial agreement, the effective date thereof is deemed to be the _____ day of _____, 2011. Also, in accordance therewith, the First Amendment to the Limited Joint Powers Agreement was last approved by all the member-entities on the _____ day of _____, 2012, and said date shall be deemed to be the effective date of said amendment.

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Section 56. In all other respects, the Limited JPA, as amended previously, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their signatures the day and year below stated.

CITY OF FARGO, NORTH DAKOTA

a municipal corporation

By: _____
Dennis R. Walaker, its Mayor

ATTEST:

Steven Sprague, City Auditor

Date of approval: _____

CITY OF MOORHEAD, MINNESOTA
a municipal corporation

By: _____
Mark Voxland, its Mayor

ATTEST:

Michael Redlinger, City Manager

Date of approval: _____

CASS COUNTY JOINT WATER RESOURCE
DISTRICT

By _____,
its Chairman

Date of approval: _____

BUFFALO RED RIVER WATERSHED
DISTRICT

By _____
, its Chairman

Date of approval: _____

Gerald V.



Item 5b.

FARGO-MOORHEAD AREA DIVERSION PROJECT

Oxbow Memorandum of Understanding

DECISION PAPER NO.: DP-00030

Date: 8/8/2013

RECOMMENDATION FOR BOARD ACTION:

Approve the attach Memorandum of Understanding for signature by the Chairman of the Board of Authority.

SUMMARY OF DECISION TOPIC:

At the January 2013 Board meeting, the Board adopted the concepts outlined in a draft Memorandum of Understand (MOU) between the Authority and the City Of Oxbow (Decision Paper 22). The MOU is in response to the City of Oxbow's requested conditions for support of the Oxbow Area Levee construction. The Board further directed the Authority staff to continue negotiations with the City of Oxbow and directed that the final MOU be presented back to the Board for approval .

At the June 2013 Board meeting, the Board approve an updated version of the MOU for final coordination with the City of Oxbow. The attached MOU is the final version of that MOU that was coordinated between the City of Oxbow and the Diversion Authority staff. It is being presented for final approval by the Board.

REVIEWS AND RECOMMENDATIONS

This MOU has been developed joint by the Diversion and Oxbow legal teams and has been reviewed and recommended for approval by the Admin Advisory Staff, the Finance Committee and the Land Management Committee.

Submitted by:

Handwritten signature of Thomas E. O'Hara

Thomas E. O'Hara
CH2M HILL
Program Manager
Fargo-Moorhead Area Diversion Project

Handwritten date: AUG 1, 2013

Date

Brian C. Berg, Clay County Administrator
Concur: Non-Concur:

Michael J. Redlinger, Moorhead City Manager
Concur: Non-Concur:

Kelth Berndt, Cass County Administrator
Concur: Non-Concur:

Pat Zavoral, Fargo City Administrator
Concur: Non-Concur:

Erik Johnson, Attorney for City of Fargo
Concur: Non-Concur:

John Shockley, Attorney for Moorhead
Concur: Non-Concur:

Attachment: MOU--Oxbow-DivAuth July 31_2013

MEMORANDUM OF UNDERSTANDING

CITY OF OXBOW, NORTH DAKOTA AND METRO FLOOD DIVERSION BOARD OF AUTHORITY

This Memorandum of Understanding ["Oxbow MOU"] is made by and between the **METRO FLOOD DIVERSION BOARD OF AUTHORITY**, a joint powers entity established by the 2011 limited joint powers agreement between Clay County, Minnesota, Moorhead, Minnesota, Cass County, North Dakota, Fargo, North Dakota, Cass County Joint Water Resource District and the Buffalo-Red River Watershed District [hereinafter referred to as the "Diversion Authority"], the **CITY OF OXBOW, a North Dakota municipal corporation** [hereinafter referred to as the "City" or the "City of Oxbow"].

RECITALS:

WHEREAS, property within the City of Oxbow and other property has been identified as being impacted by the periodic staging of water upstream of the physical structure of the project known as the Fargo-Moorhead Metropolitan Area Flood Risk Management Project [hereinafter referred to as the "Metro Flood Project"] to the point where it has been determined that mitigation of the impact should be addressed; and

WHEREAS, the U.S. Army Corps of Engineers [hereinafter the "Corps"], which is the federal sponsor of the Metro Flood Project, is developing an alternative proposal by which a levee [hereinafter referred to as the "O-H-B Levee"] would be constructed to reduce the risk of flooding for many of the parcels located within the City of Oxbow and for the community of Hickson and the Bakke Subdivision; and

WHEREAS, the current preliminary routing of the proposed O-H-B Levee would require that approximately 42 homes lying within the City of Oxbow be acquired and either moved or destroyed and would require the acquisition of other unimproved lands to accommodate construction of the levee; and

WHEREAS, the City of Oxbow has requested that, as part of the project, the land within the city that is being acquired and used for construction of the levee be replaced by other land within the area protected by the levee that can be subdivided into residential, and other, lots (referred to herein as "Replacement Lots") so that loss of population and tax base to the city may be minimized; and,

WHEREAS, the City of Oxbow has requested that the proposed levee project include installation of public infrastructure (i.e. sanitary sewer, storm sewer, water, streets, curb and gutter and street lighting) at a level equivalent to existing development within the City of Oxbow to service the Replacement Lots the cost of such infrastructure to be borne by the Diversion Authority, that the Replacement Lots be of equivalent size as the lots being replaced, that three additional lots be provided for replacement of equipment and amenities to replace the Oxbow City Park, that the public infrastructure installed also include drainage/retention and pump stations appropriate to service the area within the O-H-B levee and that all of this be completed within forty (40) months from the date the Corps approves the O-H-B Levee project; and

WHEREAS, the Diversion Authority has requested that in addition to the Replacement Lots to be located within the area protected by the O-H-B Levee the City of Oxbow accommodate at least 38 additional lots that would be available to property owners in the current upstream staging area whose properties may need to be purchased as a requirement for the Diversion Project and who may wish to relocate within the area protected by the O-H-B Levee (for purposes of this MOU, said additional lots will be referred to as "Staging-area Replacement Lots"); and,

WHEREAS, construction of the proposed levee also will cross through the existing golf course of the Oxbow Golf and Country Club (a North Dakota nonprofit corporation) which would:

1. require the destruction of golf holes;
2. require the destruction or removal of the clubhouse and related facilities, as well as the loss of landscaping, mature trees, and certain views and vistas that are unique features of the golf course;
3. leave certain holes (presumably the existing holes 1 through 6 and 18) on the existing golf course unprotected by the O-H-B Levee;
4. cause other remaining golf holes to need some level of modification as a result of the O-H-B Levee project;
5. to the extent said "unprotected" golf course land is not needed for the location or footprint of the O-H-B Levee that the Diversion Authority allow the City of Oxbow to purchase or lease said surplus land for a purpose to be determined later;
6. that the replacement of the club house facility including the practice area, pool, parking lots, and other like kind amenities to be built to all applicable federal, state, and local building codes;
7. require funds to reimburse or compensate Oxbow G&CC for the losses recognized by the federal business acquisition process for interruption of business such as such interruption during the construction phase of the project.

and the City of Oxbow has requested that the Diversion Authority supply the funds for such requirements and that such arrangements be made so that the same may be completed within 40 months from the date the Corps approves the project; and

WHEREAS, the Corps, which is the federal sponsor of the Metro Flood Project, has indicated that, subject to the Corps' formal approval process, it will study and approve the O-H-B Levee alternative as part of the Metro Flood Project and, if it is approved, will participate in the design of the O-H-B Levee but the Corps has asked that the non-federal sponsors to approve the O-H-B Levee alternative and the non-federal sponsors (speaking through the Diversion Authority) have, in turn, asked the Oxbow City Council to approve the same; and

WHEREAS, the City of Oxbow has requested that, as part of the O-H-B Levee project, the construction cost associated with the appointment of an independent project manager or consulting firm to represent the City of Oxbow until the completion of the said project will be borne in full by the Diversion Authority; and,

WHEREAS, the City of Oxbow is willing to take responsibility for purchase and development of the replacement lands, annexation of such lands, platting and zoning thereof, and sale of such land; and,

WHEREAS, the Diversion Authority and the City of Oxbow have agreed to a mutual understanding as to the proposed O-H-B Levee, which they wish to put into a written memorandum;

NOW, THEREFORE, IT IS AGREED:

1.1. City of Oxbow—approval of O-H-B Levee alternative. Subject to the terms hereof, the City Council of the City of Oxbow agrees to and supports the construction of a flood protection levee as is being proposed by the U.S. Army Corps of Engineers. The parties recognize that the current proposal being considered is a preliminary route and design and that the Corps, with input from non-federal sponsors and others, will approve the route and design; but the parties agree to coordinate with each other to identify a suitable route and design and, in turn, the Diversion Authority will work with the Corps regarding obtaining the Corps' approval.

1.2 Diversion Authority – Obligations Binding on Successors. The representations, covenants, obligations and duties of the Diversion Authority contained herein shall not only be binding upon the Diversion Authority but also shall be binding upon its successors and assigns as well as the

various North Dakota entities which have entered into the Metro Flood Diversion Limited Joint Powers Agreement and the undersigned North Dakota member-entities of the Metro Flood Diversion Authority Limited Joint Powers Agreement do hereby agree to the terms hereof.

2. DIVERSION AUTHORITY RESPONSIBILITIES. The Diversion Authority agrees:

2.1. Acquisition of Property. The land, homes, buildings and other improvements needed for the levee to be built will be identified along with any needed permanent and temporary easements for construction. The Corps, the Diversion Authority, or both, will be responsible for the acquisition of such property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and N.D.C.C. Chapter 54-01.1 and any other applicable law, rule or regulation. All costs for acquisition, relocation and any other expenses related thereto shall be borne by parties other than the City of Oxbow. The Diversion Authority agrees to indemnify and hold harmless the City of Oxbow for any costs, expenses, fees or charges of any kind related thereto. The Diversion Authority may delegate the task of acquisition to one or more of its member entities such as the County of Cass or the Cass County Joint Water Resource District.

2.2. The Diversion Authority shall be responsible for the actual design and construction of the O-H-B Levee, with involvement and assistance by the Corps as may be determined appropriate by the Corps with the intention that construction be complete within 36 months from the date of the approval of such construction by the Corps. At a minimum, the O-H-B levee shall include necessary design features to provide adequate flood protection, interior drainage protection, external drainage protection, and external drainage and shall include any necessary modifications to utility services to service the entire area within the O-H-B levee.

2.3 Funding for Acquisition of Replacement Lots. The Diversion Authority shall provide funds to the City of Oxbow for acquisition of real property necessary for development of Replacement Lots, Staging-area Replacement Lots, public infrastructure and public amenities. The Diversion Authority will also either purchase directly or provide funds to the City of Oxbow for the purchase of real property necessary or convenient for reconstruction and/or relocation of the Oxbow Golf & Country Club. The funds provided to the City of Oxbow will be advanced by the Diversion Authority with said advance to be repaid on a pro-rata basis as said replacement land is, in turn, platted and sold off as lots or, as to a portion of such replacement land, portions are sold to the Diversion Authority to be utilized for the O-H-B Levee or related facilities or to the Oxbow Golf & Country Club for use by the club for replacement golf holes, a replacement clubhouse and parking lot facility or related facilities of the club. Further, it

is recognized that certain portions or parcels of land purchased by the City of Oxbow will, in turn, be transferred and conveyed to the Diversion Authority for use for the O-H-B Levee, itself, or for other such facilities or amenities such as pumping stations, retention and detention ponds, et cetera, and to that extent the Diversion Authority will advance funds for the purchase of such land ultimately to be placed into title in the Diversion Authority. The advanced funds will be repaid on an annual basis based on the number of replacement lots sold each year; with the balance being paid in full by the City of Oxbow by the end of the fifteenth year from the time the funds have been advanced. It is agreed that any funds to be advanced to, and repaid by, the city of Oxbow will be repaid along with an administrative fee to be negotiated between the Diversion Authority and the city of Oxbow and that the effective date of the advance of funds, for purposes of determining the 15-year repayment deadline and the administrative fee will begin, only when the real property allocated to the City of Oxbow, as opposed to land allocated for use and ownership by the Diversion Authority or the Oxbow Golf & Country Club is determined. As part of the advance of funds transaction, the parties will establish a mechanism for the repayment of the advanced funds to be assured and so that it is secured against claims, judgments or other liens—such mechanism including the grant by the City of Oxbow of a mortgage against the replacement lands. Thus, the process for advancing of funds and repayment thereof shall occur as follows:

2.3.1 The City of Oxbow will enter into one or more purchase agreements for the purchase of said replacement real property. The City of Oxbow may establish one or more separate entities, such as a development corporation, to function as the entity that will buy, hold, maintain and sell said replacement real property, it being the intent that said separate entity would be wholly owned by the City of Oxbow. The said purchase agreement or agreements are intended to contain a contingency in which the obligation of the City of Oxbow (or its development corporation) to purchase the said real property is contingent upon approval and execution of this MOU and is contingent upon the approval and authorization of the construction of the O-H-B Levy by the Corps. To the extent that the City of Oxbow, or its development corporation, enter into any land purchase agreements or option agreements for such purpose, the Diversion Authority will advance-fund such agreements. It is the intent of the parties is to maximize the ability of the Diversion Authority to adhere to the requirements of federal and state relocation law.

2.3.2 Prior to execution of the said purchase agreement or agreements, the City of Oxbow will obtain approval of the terms, including the purchase price, by the Diversion Authority.

2.3.3 At the time all contingencies are removed and one or more purchase transactions are ready to be closed, the Diversion Authority will advance the funds to the City of Oxbow for the purchase of said real property. The repayment of the advanced funds will be secured by a mortgage. The repayment of the advanced funds will occur in accordance with terms that may be agreed upon between the parties, but which will include terms substantially similar to the following:

2.3.3.1. The advance of funds shall be repaid within fifteen years. In addition to repaying the advanced funds, the City of Oxbow will (a) recoup to the Diversion Authority lost investment revenue the Diversion Authority would have made elsewhere and (b) will compensate the Diversion Authority for costs of administration, both of which will be in such amounts as the parties agree after further negotiation. The City of Oxbow will repay that portion of the advanced funds to the Diversion Authority on a periodic basis of no greater than one year, said repayment amount to be based upon the number of replacement lots sold each year. The remaining amount balance of the advanced funds, along with any other amounts to be paid as described in this paragraph shall be paid to the Diversion Authority at the end of the said fifteen (15) years. It is the intention of the parties that the advance of funds and the grant of the mortgage is to be a mechanism for allowing the Diversion Authority, or one of its member entities, to advance funds for the purchase of the relocation property with said advances to be repaid to the Diversion Authority as the lots are acquired from the City of Oxbow by buyers of said lots. Also, with respect to any property that has been acquired and is located within the area protected by the O-H-B Levee that remains subject to the mortgage granted to the Diversion Authority, it is expected and intended that before the end of said 15 year period, any surplus land may be sold to a private developer so that the remaining balance of the advanced funds may be paid from such sales proceeds or that the City of Oxbow may elect to obtain financing to repay, in full, the advanced funds, and therefore remain in ownership of said land beyond said 15-year term.

2.3.3.2. As lots are sold by the City of Oxbow, or its development corporation, and as the balance of the loan is reduced by payments made to the Diversion Authority, the Diversion Authority shall release such sold lots or parcels from the mortgage. In the event, however, that the advance of funds described herein are not fully repaid within the said fifteen-year period, then, the remaining unsold land must be sold to a third party for at

least the remaining balance due or, in the alternative, the City of Oxbow shall pay off the remaining balance due along with any other sums due as described in this paragraph 2.3 and its subparagraphs.

2.3.4 It is anticipated that the City of Oxbow and its development corporation will take such steps to prepare said replacement real property for development, including the zoning and platting of said property. City of Oxbow will annex any lands into the city prior to development. Sewer, water, streets and other public infrastructure, as described in this agreement, will be designed and prepared for installation. Replacement Lots and Staging-area Replacement Lots will be established and made available for sale by the City of Oxbow, or its development corporation. The City of Oxbow, agrees to work with the Diversion Authority to establish a protocol that will allow said Replacement Lots and Staging-area Replacement Lots to be made available for purchase by homeowners or other property owners who are relocating from within established city limits of Oxbow or who are relocating from within the staging area upstream from the intended diversion project, as described more fully below.

2.3.5 As portions of the replacement real property are sold payment shall be made to the Diversion Authority along with an additional ten percent (10%) amount, based upon the calculated purchase price per square foot paid by the City of Oxbow.

2.4 Reconstruction/Modification of Highway 81. The Diversion Authority or parties other than the City of Oxbow shall be responsible for all costs and expenses related to modification, reconstruction, redesign of Highway 81 related to the construction of the O-H-B Levee or the Metro Flood Project

2.5. Funding for Infrastructure for Replacement Lots. The Diversion Authority will provide funds to the City of Oxbow to fund construction of public infrastructure, as stated previously, for the Replacement Lots (based upon the approximate number of 42 lots in need of replacement) and any costs related to the removal, relocation, replacement or reconnection of existing infrastructure and for the 38 Staging-area Replacement Lots. The parties intend that the Diversion Authority's funding for the public infrastructure (such as sanitary sewer, storm sewer, water, streets, curb and gutter and street lighting at a level equivalent to existing development within the City of Oxbow) to serve the Replacement Lots and the Staging-area Replacement Lots will be based upon lots of approximately equivalent size and amount of street frontage as the existing lots being replaced as well as approximately the same proportion of single-loaded or double-loaded lots as currently exist, recognizing; however, that it is the intent of the parties that

reasonably efficient use of land be utilized in determining the platting of the Replacement Lots and the Staging-area Replacement Lots, some or all of which will be platted as "golf course lots". The platting of the Replacement Lots and the Staging-area Replacement Lots will conform to the subdivision requirements of the City of Oxbow and Cass County including the river setback requirements therein. The Diversion Authority will also fund the replacement of the Oxbow city park (comprised of the equivalent of three city lots) in addition to the 42 Replacement Lots and the 38 Staging-area Replacement Lots including costs needed to relocate equipment and other amenities of the existing park. The development of the land for the Replacement Lots and the Staging-area Replacement Lots will occur in a maximum of two phases.

2.6. Oxbow G &CC. The Diversion Authority will provide funds for the following:

- 2.6.1 For acquisition (and any related benefits or assistance available under either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N.D.C.C.* Chapter 54-01.1) due the Oxbow Golf & Country Club for such land, buildings (i.e. clubhouse) and improvements as is necessary for the O-H-B Levee to be constructed.
- 2.6.2 For acquisition (and any related benefits or assistance available under either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N.D.C.C.* Chapter 54-01.1) due the Oxbow Golf & Country Club for any land and improvements (including land used as golf holes) that would remain unprotected from flooding induced by the Metro Flood Project. For example, it is presumed that existing holes 1 through 6 and 18 at Oxbow Golf & Country Club would be left on the "wet side" of the O-H-B Levee and, therefore, would remain unprotected from induced flooding. As a result, the Diversion Authority will provide funds for purchase from Oxbow Golf & Country Club of the land on said "wet side" of the O-H-B Levee. To the extent such land is not needed for the location of the levee structure or clear zone, the Diversion Authority shall offer said land for sale or lease to the City of Oxbow at its then current market value (subject to no-build restrictions on said land) for a purpose yet to be determined; provided that such conveyance shall be subject to such use or other restriction or restrictions as may be required by federal or state law or by Corps policy or regulation.
- 2.6.3 To reimburse Oxbow Golf & Country Club for all reasonable costs incurred in modifying existing golf holes that will remain within the protected area

but which will need to be modified to adapt said holes to the re-routed golf course layout (re-routed because of the O-H-B Levee).

- 2.6.4 The Diversion Authority will follow the same federal guidelines and requirements as is required for acquisition of other lands, buildings and improvements under a project sponsored by the Corps, it being intended that said guidelines and requirements will allow for replacement of an equivalent (in terms of size, design, quality, and function) clubhouse, practice area, swimming pool, parking lot and provide for the replacement of the loss of landscaping, mature trees, and certain views and vistas that are unique features of the golf course.
- 2.6.5 Golf Course Designer. The funding provided by the Diversion Authority will include the cost of the engagement of Robert Trent Jones, Jr., and his firm, for golf course design work to be done on the Oxbow Golf and Country Club. The City of Oxbow may wish to incorporate arrangements for said engagement into an agreement with the Oxbow Golf & Country Club. The Diversion Authority will fund the construction of displaced golf holes within this design, subject to the terms of an agreement to be entered into with Oxbow Golf & Country Club.
- 2.6.6 Replacement Land. The Diversion Authority may obtain land from the City of Oxbow obtained as set forth under Section 2.3, or make arrangements with the City of Oxbow to provide land to Oxbow Golf & Country Club, to be used for replacement of existing golf holes obtained by the Diversion Authority under Sections 2.6.1 and 2.6.2 above, taking into consideration the unique nature of the existing holes, (including landscaping, mature trees, and certain views and vistas) to be taken and the value of land used for replacement.
- 2.6.7 Separate Agreements. The parties recognize that the federal business acquisition process provides and allows for the Diversion Authority to enter into a separate agreement or agreements with the Oxbow Golf & Country Club and/or the City of Oxbow to address the provisions in this Section 2.6, (or as otherwise set forth in this MOU), involving or impacting the Oxbow Golf & Country Club including such matters as compensation for interruption of business.

2.7. Sources of Funds. The Diversion Authority agrees that the cost of the construction of the levee will be a Metro Flood Project cost. The Diversion Authority intends to use a combination of funding provided sales tax revenues of the city of Fargo

and of the County of Cass and by appropriated funds of the state of North Dakota to finance the obligations described in this memorandum of understanding.

2.8 Special Assessments. While it is expected that sales tax receipts of the city of Fargo and the County of Cass will be used as the principal source of funds to repay bonds sold to finance the local share of the Metro Flood project costs, the financing structure for such loans or bonds will require the establishment of a special assessment district as a back-up for repayment of such loans or bonds and, therefore, it is expected that a special improvement district will be established and the boundaries of said district would include all lands that receive a benefit from the Metro Flood Project.

2.8.1. In the event that any property protected by the O-H-B levee or owned by the city of Oxbow is assessed for construction of the Metro Flood Project, the Diversion Authority agrees to pay all such assessments.

2.8.2. It is expected that the property within the area protected by the O-H-B Levee will be assessed for costs of maintenance and related administration of the Metro Flood Project once constructed in the same manner as other lands protected by the Diversion Project.

2.9 Timing of Design and Construction. It is the intent of the Diversion Authority that the O-H-B Levee be designed beginning in 2013 with acquisition of land, buildings (including houses) and improvements beginning as soon as the routing of the levee is finalized and the land for the project is identified and with construction to commence in 2014. Acquisition of said land, buildings (including houses) and improvements will be in accordance with applicable state and federal laws and regulations including, but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and/or N.D.C.C. Chapter 54-01.1 and the timing thereof coordinated with the City of Oxbow.. It is further intended, therefore, that design and construction of the O-H-B Levee may commence before the Metro Flood Project, as a whole, receives authorization from the United States Congress. This will be contingent upon successful negotiation with the Corps of a memorandum of understanding that will allow the O-H-B Levee to be constructed prior to said authorization. The Diversion Authority intends that the sequence of construction will be staged so that construction of the new golf course holes, modification of existing golf holes that will remain within the protected area, and construction of the new clubhouse, practice area, swimming pool and parking lot shall be complete prior to the removal of the existing Oxbow Golf & Country Club buildings and land for purposes of building the O-B-H Levee.

2.10 Interim Rental by Homeowners. The acquisition program of the Diversion Authority will provide for existing home owners to have the opportunity to rent their existing home at a monthly rate not to exceed the amount that the Diversion Authority

must pay to maintain the property. This amount will include all required taxes and related property management expenses. This rental agreement will remain in affect until such time as a replacement home in the newly developed area is constructed or purchased. It is understood that such program may describe circumstances in which the timing of levee construction requires that the existing home be removed or destroyed before said replacement home may be obtained; in which the rental home must be evacuated or destroyed in order for emergency flood protection measures (such as an emergency levee) to be constructed to protect against an imminent flood danger; or for other appropriate reasons as related to the terms in the rental agreement. The same rental opportunity will be provided to Oxbow G & CC.

2.11 Purchase of Existing Levee Material. To the extent that the existing (and recently constructed) flood levee along Schnell Drive and elsewhere within the city will be no longer needed because of the construction of the O-H-B Levee, the Diversion Authority will purchase from the City of Oxbow the earth material from said existing levee at then-current market value, said funds to allow the City of Oxbow to either reduce the assessments for the prior levee or to use funds otherwise as it may deem appropriate.

2.12 Offset for Loss of Tax Base. The Diversion Authority will pay the City of Oxbow and the Kindred School District for loss of tax base caused by property being taken out of service for the O-H-B Levee project for a period of up to four (4) years. A baseline taxable valuable will be established for the 42 homes intended to be acquired for the O-H-B Levee routing. Annually, in or about December of each year (or before February 5th of the following year), the county assessor will determine the loss in taxable valuation suffered as to said properties—caused by the acquisition of said homes by the Diversion Authority, recognizing; however, that as replacement homes are constructed, the loss in tax base shall be proportionately diminished—at a ratio of 1/42nd of the total baseline amount applied to each replacement home as construction is completed and the homes come onto the tax rolls. The Diversion Authority will make said payment annually for a maximum of four years. The Diversion Authority will not offset any taxes adjusted as a result of any future State Board of Equalization actions.

2.13 City's Costs for Engineer and/or Consultant. The Diversion Authority will fund the City's engagement of an independent project manager or consulting firm to assist and represent the City for the development of the replacement land, the subdivision (platting) of said land and the installation of the said infrastructure subject to a maximum of 10% of the construction cost for administrative, legal and related services and expenses and 15% for engineering and project management services. The parties agree that the providers of

such services shall be engaged by the City at agreed-upon rates with overall compensation not to exceed said 10% and 15% amounts.

2.14 Timing. It is the wish and desire of the parties that the O-H-B Levee construction be completed within 40 months of the date of approval of the O-H-B Levee project by the Corps and the parties agree to use their best reasonable efforts to meet this deadline and the Diversion Authority agrees to provide adequate advance funding to allow the construction of the replacement golf holes, the modification of existing holes, the construction of the replacement clubhouse, the installation of the infrastructure for the Replacement Lots and Staging-area Replacement Lots and such other tasks as may be reasonably required by this memorandum within said 40-month period.

2.15 Construction MOU. The Diversion Authority will allow Oxbow to offer comments on the draft memorandum of understanding to be entered into between the Corps and the non-federal sponsors.

2.16 Indemnity and Hold Harmless. The Diversion Authority will indemnify and hold harmless the city of Oxbow from any claims, demands or lawsuits brought against the city of Oxbow for matters related to the Metro Flood Diversion Project, the O-H-B Levee Project, or both, provided; however, that this provision shall not apply to claims, demands or lawsuits that relate to the negligent or intentional acts of the city of Oxbow, its officers, agents or employees.

3. OXBOW RESPONSIBILITIES.

3.1 The City of Oxbow will be responsible for making the arrangements for development of land necessary to accommodate the 42 Replacement Lots and the 38 Staging-area Replacement Lots and the replacement city park, including arrangements for annexation of such land or lands into the City of Oxbow as the City may deem appropriate; entry into a Development Agreement with one or more developers, or the like. The City of Oxbow will be responsible for making arrangements for actual construction and installation of the public infrastructure to service said Replacement Lots. It is recognized that said development may occur in phases as may be deemed appropriate by the City of Oxbow or others. The Diversion Authority and the City of Oxbow agree to coordinate with one another regarding payment of said infrastructure costs and, as may be necessary or appropriate, the public financing of such cost.

3.2. The City of Oxbow will cooperate with the Diversion Authority with respect to the arrangements to be made with the Oxbow Golf and Country Club for the acquisition of replacement land for golf holes and for the design and construction of such holes. It is further recognized that the construction of the levee may allow some existing golf holes to remain in place so long as certain modifications to the hole are made to mitigate

against the impact of construction. Such modifications are to be included within said design and construction cost paid by the Diversion Authority along with the holes to be completely replaced.

4. OWNERSHIP AND MAINTENANCE.

4.1 Ownership and Maintenance of Levee. It is the intent of the Diversion Authority that the Diversion Authority (or one or more of its member entities) will own and maintain the O-H-B Levee and any retention areas made necessary due to the presence of the Levee and any pump stations or other facilities related to said Levee for at least 50 years from the time the O-H-B Levee project is completed but after said 50 years, in the event the Diversion Authority or its successor is, or has been, dissolved or terminated then, subject to approval by the Corps, the ownership of the O-H-B Levee and such related facilities may be transferred to the city of Oxbow at the election of the Diversion Authority, or its lawful designee(s) or assignee(s), and the City of Oxbow agrees to accept such transfer and grant of ownership and agrees to accept the responsibility for the maintenance thereof. The parties recognize that the typical Project Partnership Agreement between the Corps and the non-federal sponsors requires the non-federal sponsors to retain responsibility for operation and maintenance of the federal project even if ownership is transferred; however, it also allows the non-federal sponsors to make contractual arrangements for such operation and maintenance.

4.2. Maintenance of Lands in Addition to Functional Area of Levee. It is the intent of the Diversion Authority to maintain only the functional area of the Levee and to the extent that any surplus lands remain under ownership of the Diversion Authority at the request of the City of Oxbow or the Oxbow Golf & Country Club, or both, the City of Oxbow, the golf club, or both, will either (a) take responsibility for maintenance of such lands or (b) the Diversion Authority will take responsibility for such maintenance and the City of Oxbow will accept an assessment from the Diversion Authority for the cost of such maintenance. It is intended that the Diversion Authority would grant an easement for use of said property, subject to the use limitations as required and appropriate to protect the Levee and to allow access to the Levee for inspection, maintenance, repair and reconstruction as may be required from time to time, and in return for the grantee being responsible for maintenance.

GENERAL PROVISIONS.

5. The Diversion Authority may need to utilize public financing (i.e. via sale of tax-exempt municipal bonds) to fund some of the obligations described in this memorandum and the proceeds of such public financing may need to be restricted to authorized public uses. Funds utilized for the acquisition of land for the project and construction of the replacement holes for

the golf course will not be transacted with funds available from public financing. The parties understand that certain restrictions on uses of funds and the operations of facilities related to the City of Oxbow financed by such funds may need to be established as part of the public financing process, and agree to cooperate and coordinate with one another for such purposes.

6. The Diversion Authority agrees that it shall not obstruct the Red River of the North or any of its tributaries nor to construct or install any structure that would affect the elevation or flow of flood waters in such a manner as to adversely impact the city of Oxbow prior to the completion of the O-H-B Levee. It is understood and agreed that part of the Diversion Project contemplates the installation or construction of levees that will allow floodwaters to flow through the normal river channel during flood events at levels higher than initially studied by the Corps and nothing herein is intended to limit the authority of the Diversion Authority to install or construct such levees or related facilities. It is further understood and agreed that nothing in this agreement is intended to prevent the city of Fargo or any other member-entity of the Diversion Authority from taking such emergency measures as may be necessary for such city or other entity to protect itself and its residents and their property from emergency flood events including, without limitation, spring flood events.

7. The parties recognize that this agreement, and the terms hereof, are contingent upon and subject to the authority and limitations thereof, if any, of the Corps to approve the design and construction of the O-H-B Levee being proposed.

9. The parties recognize and agree that this Memorandum of Understanding may need to be supplemented by more detailed arrangements in order for the concepts and agreements contained herein to be implemented and the parties agree to coordinate with each other and to work together to do so.

10. **Effective Date.** This Oxbow MOU will be deemed effective the date of the last signature of all the parties hereto, provided that to the extent any of the parties have taken action pursuant to this agreement prior to said effective date, the same shall be deemed to have been authorized by this memorandum of understanding..

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**METRO FLOOD DIVERSION BOARD
OF AUTHORITY**

Dated: _____

By: _____

Darrell Vanyo, Chairman of the Board

CITY OF OXBOW, a North Dakota
municipal corporation

Dated: _____

By: _____
James Nyhof, Mayor

ATTEST:

City Auditor

CITY OF FARGO, NORTH DAKOTA
a municipal corporation

DATED: _____

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

THE COUNTY OF CASS,
NORTH DAKOTA
a corporate body
by the CASS COUNTY BOARD OF
COMMISSIONERS

DATED: _____

By _____
_____, Chairman

CASS COUNTY JOINT WATER RESOURCE
DISTRICT

DATED: _____

By _____
_____, Chairman

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MEMORANDUM OF UNDERSTANDING

CITY OF OXBOW, NORTH DAKOTA AND METRO FLOOD DIVERSION BOARD OF AUTHORITY

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This Memorandum of Understanding ["Oxbow MOU"] is made by and between the **METRO FLOOD DIVERSION BOARD OF AUTHORITY**, a joint powers entity established by the 2011 limited joint powers agreement between Clay County, Minnesota, Moorhead, Minnesota, Cass County, North Dakota, Fargo, North Dakota, Cass County Joint Water Resource District and the Buffalo-Red River Watershed District [hereinafter referred to as the "Diversion Authority"], the **CITY OF OXBOW, a North Dakota municipal corporation** [hereinafter referred to as the "City" or the "City of Oxbow"].

RECITALS:

WHEREAS, property within the City of Oxbow and other property has been identified as being impacted by the periodic staging of water upstream of the physical structure of the project known as the Fargo-Moorhead Metropolitan Area Flood Risk Management Project [hereinafter referred to as the "Metro Flood Project"] to the point where it has been determined that mitigation of the impact should be addressed; and

WHEREAS, the U.S. Army Corps of Engineers [hereinafter the "Corps"], which is the federal sponsor of the Metro Flood Project, is developing an alternative proposal by which a levee [hereinafter referred to as the "O-H-B Levee"] would be constructed to reduce the risk of flooding for many of the parcels located within the City of Oxbow and for the community of Hickson and the Bakke Subdivision; and

WHEREAS, the current preliminary routing of the proposed O-H-B Levee would require that approximately 42 homes lying within the City of Oxbow be acquired and either moved or destroyed and would require the acquisition of other unimproved lands to accommodate construction of the levee; and

WHEREAS, the City of Oxbow has requested that, as part of the project, the land within the city that is being acquired and used for construction of the levee be replaced by other land within the area protected by the levee that can be subdivided into residential, and other, lots (referred to herein as "Replacement Lots") so that loss of population and tax base to the city may be minimized; and,

WHEREAS, the City of Oxbow has requested that the proposed levee project include installation of public infrastructure (i.e. sanitary sewer, storm sewer, water, streets, curb and gutter and street lighting) at a level equivalent to existing development within the City of Oxbow to service the Replacement Lots the cost of such infrastructure to be borne by the Diversion Authority, that the Replacement Lots be of equivalent size as the lots being replaced, that three additional lots be provided for replacement of equipment and amenities to replace the Oxbow City Park, that the public infrastructure installed also include drainage/retention and pump stations appropriate to service the area within the O-H-B levee and that all of this be completed within forty (40) months from the date the Corps approves the O-H-B Levee project; and

WHEREAS, the Diversion Authority has requested that in addition to the Replacement Lots to be located within the area protected by the O-H-B Levee the City of Oxbow accommodate at least 38 additional lots that would be available to property owners in the current upstream staging area whose properties may need to be purchased as a requirement for the Diversion Project and who may wish to relocate within the area protected by the O-H-B Levee (for purposes of this MOU, said additional lots will be referred to as "Staging-area Replacement Lots"); and,

WHEREAS, construction of the proposed levee also will cross through the existing golf course of the Oxbow Golf and Country Club (a North Dakota nonprofit corporation) which would:

1. require the destruction of golf holes;
2. require the destruction or removal of the clubhouse and related facilities, as well as the loss of landscaping, mature trees, and certain views and vistas that are unique features of the golf course;
3. leave certain holes (presumably the existing holes 1 through 6 and 18) on the existing golf course unprotected by the O-H-B Levee;
4. cause other remaining golf holes to need some level of modification as a result of the O-H-B Levee project;
5. to the extent said "unprotected" golf course land is not needed for the location or footprint of the O-H-B Levee that the Diversion Authority allow the City of Oxbow to purchase or lease said surplus land for a purpose to be determined later;
6. that the replacement of the club house facility including the practice area, pool, parking lots, and other like kind amenities to be built to all applicable federal, state, and local building codes;
7. require funds to reimburse or compensate Oxbow G&CC for the losses recognized by the federal business acquisition process for interruption of business such as such interruption during the construction phase of the project.

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and the City of Oxbow has requested that the Diversion Authority supply the funds for such requirements and that such arrangements be made so that the same may be completed within 40 months from the date the Corps approves the project; and

WHEREAS, the Corps, which is the federal sponsor of the Metro Flood Project, has indicated that, subject to the Corps' formal approval process, it will study and approve the O-H-B Levee alternative as part of the Metro Flood Project and, if it is approved, will participate in the design of the O-H-B Levee but the Corps has asked that the non-federal sponsors to approve the O-H-B Levee alternative and the non-federal sponsors (speaking through the Diversion Authority) have, in turn, asked the Oxbow City Council to approve the same; and

WHEREAS, the City of Oxbow has requested that, as part of the O-H-B Levee project, the construction cost associated with the appointment of an independent project manager or consulting firm to represent the City of Oxbow until the completion of the said project will be borne in full by the Diversion Authority; and,

WHEREAS, the City of Oxbow is willing to take responsibility for purchase and development of the replacement lands, annexation of such lands, platting and zoning thereof, and sale of such land; and,

WHEREAS, the Diversion Authority and the City of Oxbow have agreed to a mutual understanding as to the proposed O-H-B Levee, which they wish to put into a written memorandum;

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NOW, THEREFORE, IT IS AGREED:

1.1. City of Oxbow—approval of O-H-B Levee alternative. Subject to the terms hereof, the City Council of the City of Oxbow agrees to and supports the construction of a flood protection levee as is being proposed by the U.S. Army Corps of Engineers. The parties recognize that the current proposal being considered is a preliminary route and design and that the Corps, with input from non-federal sponsors and others, will approve the route and design; but the parties agree to coordinate with each other to identify a suitable route and design and, in turn, the Diversion Authority will work with the Corps regarding obtaining the Corps' approval.

1.2 Diversion Authority – Obligations Binding on Successors. The representations, covenants, obligations and duties of the Diversion Authority contained herein shall not only be binding upon the Diversion Authority but also shall be binding upon its successors and assigns as well as the

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various North Dakota entities which have entered into the Metro Flood Diversion Limited Joint Powers Agreement and the undersigned North Dakota member-entities of the Metro Flood Diversion Authority Limited Joint Powers Agreement do hereby agree to the terms hereof.

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2. DIVERSION AUTHORITY RESPONSIBILITIES. The Diversion Authority agrees:

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2.1. Acquisition of Property. The land, homes, buildings and other improvements needed for the levee to be built will be identified along with any needed permanent and temporary easements for construction. The Corps, the Diversion Authority, or both, will be responsible for the acquisition of such property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and N.D.C.C. Chapter 54-01.1 and any other applicable law, rule or regulation. All costs for acquisition, relocation and any other expenses related thereto shall be borne by parties other than the City of Oxbow. The Diversion Authority agrees to indemnify and hold harmless the City of Oxbow for any costs, expenses, fees or charges of any kind related thereto. The Diversion Authority may delegate the task of acquisition to one or more of its member entities such as the County of Cass or the Cass County Joint Water Resource District.

2.2. The Diversion Authority shall be responsible for the actual design and construction of the O-H-B Levee, with involvement and assistance by the Corps as may be determined appropriate by the Corps with the intention that construction be complete within 36 months from the date of the approval of such construction by the Corps. At a minimum, the O-H-B levee shall include necessary design features to provide adequate flood protection, interior drainage protection, external drainage protection, and external drainage and shall include any necessary modifications to utility services to service the entire area within the O-H-B levee.

2.3 Funding for Acquisition of Replacement Lots. The Diversion Authority shall provide funds to the City of Oxbow for acquisition of real property necessary for development of Replacement Lots, Staging-area Replacement Lots, public infrastructure and public amenities. The Diversion Authority will also either purchase directly or provide funds to the City of Oxbow for the purchase of real property necessary or convenient for reconstruction and/or relocation of the Oxbow Golf & Country Club. The funds provided to the City of Oxbow will be advanced by the Diversion Authority with said advance to be repaid on a pro-rata basis as said replacement land is, in turn, platted and sold off as lots or, as to a portion of such replacement land, portions are sold to the Diversion Authority to be utilized for the O-H-B Levee or related facilities or to the Oxbow Golf & Country Club for use by the club for replacement golf holes, a replacement clubhouse and parking lot facility or related facilities of the club. Further, it

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is recognized that certain portions or parcels of land purchased by the City of Oxbow will, in turn, be transferred and conveyed to the Diversion Authority for use for the O-H-B Levee, itself, or for other such facilities or amenities such as pumping stations, retention and detention ponds, et cetera, and to that extent the Diversion Authority will advance funds for the purchase of such land ultimately to be placed into title in the Diversion Authority. The advanced funds will be repaid on an annual basis based on the number of replacement lots sold each year; with the balance being paid in full by the City of Oxbow by the end of the fifteenth year from the time the funds have been advanced. It is agreed that any funds to be advanced to, and repaid by, the city of Oxbow will be repaid along with an administrative fee to be negotiated between the Diversion Authority and the city of Oxbow and that the effective date of the advance of funds, for purposes of determining the 15-year repayment deadline and the administrative fee will begin, only when the real property allocated to the City of Oxbow, as opposed to land allocated for use and ownership by the Diversion Authority or the Oxbow Golf & Country Club is determined. As part of the advance of funds transaction, the parties will establish a mechanism for the repayment of the advanced funds to be assured and so that it is secured against claims, judgments or other liens—such mechanism including the grant by the City of Oxbow of a mortgage against the replacement lands. Thus, the process for advancing of funds and repayment thereof shall occur as follows:

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2.3.1 The City of Oxbow will enter into one or more purchase agreements for the purchase of said replacement real property. The City of Oxbow may establish one or more separate entities, such as a development corporation, to function as the entity that will buy, hold, maintain and sell said replacement real property, it being the intent that said separate entity would be wholly owned by the City of Oxbow. The said purchase agreement or agreements are intended to contain a contingency in which the obligation of the City of Oxbow (or its development corporation) to purchase the said real property is contingent upon approval and execution of this MOU and is contingent upon the approval and authorization of the construction of the O-H-B Levy by the Corps. To the extent that the City of Oxbow, or its development corporation, enter into any land purchase agreements or option agreements for such purpose, the Diversion Authority will advance-fund such agreements. It is the intent of the parties is to maximize the ability of the Diversion Authority to adhere to the requirements of federal and state relocation law.

2.3.2 Prior to execution of the said purchase agreement or agreements, the City of Oxbow will obtain approval of the terms, including the purchase price, by the Diversion Authority.

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2.3.3 At the time all contingencies are removed and one or more purchase transactions are ready to be closed, the Diversion Authority will advance the funds to the City of Oxbow for the purchase of said real property. The repayment of the advanced funds will be secured by a mortgage. The repayment of the advanced funds will occur in accordance with terms that may be agreed upon between the parties, but which will include terms substantially similar to the following:

2.3.3.1. The advance of funds shall be repaid within fifteen years. In addition to repaying the advanced funds, the City of Oxbow will (a) recoup to the Diversion Authority lost investment revenue the Diversion Authority would have made elsewhere and (b) will compensate the Diversion Authority for costs of administration, both of which will be in such amounts as the parties agree after further negotiation. The City of Oxbow will repay that portion of the advanced funds to the Diversion Authority on a periodic basis of no greater than one year, said repayment amount to be based upon the number of replacement lots sold each year. The remaining amount balance of the advanced funds, along with any other amounts to be paid as described in this paragraph shall be paid to the Diversion Authority at the end of the said fifteen (15) years. It is the intention of the parties that the advance of funds and the grant of the mortgage is to be a mechanism for allowing the Diversion Authority, or one of its member entities, to advance funds for the purchase of the relocation property with said advances to be repaid to the Diversion Authority as the lots are acquired from the City of Oxbow by buyers of said lots. Also, with respect to any property that has been acquired and is located within the area protected by the O-II-B Levee that remains subject to the mortgage granted to the Diversion Authority, it is expected and intended that before the end of said 15 year period, any surplus land may be sold to a private developer so that the remaining balance of the advanced funds may be paid from such sales proceeds or that the City of Oxbow may elect to obtain financing to repay, in full, the advanced funds, and therefore remain in ownership of said land beyond said 15-year term.

2.3.3.2. As lots are sold by the City of Oxbow, or its development corporation, and as the balance of the loan is reduced by payments made to the Diversion Authority, the Diversion Authority shall release such sold lots or parcels from the mortgage. In the event, however, that the advance of funds described herein are not fully repaid within the said fifteen-year period, then, the remaining unsold land must be sold to a third party for at

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least the remaining balance due or, in the alternative, the City of Oxbow shall pay off the remaining balance due along with any other sums due as described in this paragraph 2.3 and its subparagraphs.

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2.3.4 It is anticipated that the City of Oxbow and its development corporation will take such steps to prepare said replacement real property for development, including the zoning and platting of said property. City of Oxbow will annex any lands into the city prior to development. Sewer, water, streets and other public infrastructure, as described in this agreement, will be designed and prepared for installation. Replacement Lots and Staging-area Replacement Lots will be established and made available for sale by the City of Oxbow, or its development corporation. The City of Oxbow, agrees to work with the Diversion Authority to establish a protocol that will allow said Replacement Lots and Staging-area Replacement Lots to be made available for purchase by homeowners or other property owners who are relocating from within established city limits of Oxbow or who are relocating from within the staging area upstream from the intended diversion project, as described more fully below.

2.3.5 As portions of the replacement real property are sold payment shall be made to the Diversion Authority along with an additional ten percent (10%) amount, based upon the calculated purchase price per square foot paid by the City of Oxbow.

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2.4 Reconstruction/Modification of Highway 81. The Diversion Authority or parties other than the City of Oxbow shall be responsible for all costs and expenses related to modification, reconstruction, redesign of Highway 81 related to the construction of the O-H-B Levee or the Metro Flood Project

2.5. Funding for Infrastructure for Replacement Lots. The Diversion Authority will provide funds to the City of Oxbow to fund construction of public infrastructure, as stated previously, for the Replacement Lots (based upon the approximate number of 42 lots in need of replacement) and any costs related to the removal, relocation, replacement or reconnection of existing infrastructure and for the 38 Staging-area Replacement Lots. The parties intend that the Diversion Authority's funding for the public infrastructure (such as sanitary sewer, storm sewer, water, streets, curb and gutter and street lighting at a level equivalent to existing development within the City of Oxbow) to serve the Replacement Lots and the Staging-area Replacement Lots will be based upon lots of approximately equivalent size and amount of street frontage as the existing lots being replaced as well as approximately the same proportion of single-loaded or double-loaded lots as currently exist, recognizing; however, that it is the intent of the parties that

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reasonably efficient use of land be utilized in determining the platting of the Replacement Lots and the Staging-area Replacement Lots, some or all of which will be platted as "golf course lots". The platting of the Replacement Lots and the Staging-area Replacement Lots will conform to the subdivision requirements of the City of Oxbow and Cass County including the river setback requirements therein. The Diversion Authority will also fund the replacement of the Oxbow city park (comprised of the equivalent of three city lots) in addition to the 42 Replacement Lots and the 38 Staging-area Replacement Lots including costs needed to relocate equipment and other amenities of the existing park. The development of the land for the Replacement Lots and the Staging-area Replacement Lots will occur in a maximum of two phases.

2.6. Oxbow G & CC. The Diversion Authority will provide funds for the following:

- 2.6.1 For acquisition (and any related benefits or assistance available under either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N.D.C.C.* Chapter 54-01.1) due the Oxbow Golf & Country Club for such land, buildings (i.e. clubhouse) and improvements as is necessary for the O-H-B Levee to be constructed.
- 2.6.2 For acquisition (and any related benefits or assistance available under either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N.D.C.C.* Chapter 54-01.1) due the Oxbow Golf & Country Club for any land and improvements (including land used as golf holes) that would remain unprotected from flooding induced by the Metro Flood Project. For example, it is presumed that existing holes 1 through 6 and 18 at Oxbow Golf & Country Club would be left on the "wet side" of the O-H-B Levee and, therefore, would remain unprotected from induced flooding. As a result, the Diversion Authority will provide funds for purchase from Oxbow Golf & Country Club of the land on said "wet side" of the O-H-B Levee. To the extent such land is not needed for the location of the levee structure or clear zone, the Diversion Authority shall offer said land for sale or lease to the City of Oxbow at its then current market value (subject to no-build restrictions on said land) for a purpose yet to be determined; provided that such conveyance shall be subject to such use or other restriction or restrictions as may be required by federal or state law or by Corps policy or regulation.
- 2.6.3 To reimburse Oxbow Golf & Country Club for all reasonable costs incurred in modifying existing golf holes that will remain within the protected area

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but which will need to be modified to adapt said holes to the re-routed golf course layout (re-routed because of the O-H-B Levee).

2.6.4 The Diversion Authority will follow the same federal guidelines and requirements as is required for acquisition of other lands, buildings and improvements under a project sponsored by the Corps, it being intended that said guidelines and requirements will allow for replacement of an equivalent (in terms of size, design, quality, and function) clubhouse, practice area, swimming pool, parking lot and provide for the replacement of the loss of landscaping, mature trees, and certain views and vistas that are unique features of the golf course.

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2.6.5 Golf Course Designer. The funding provided by the Diversion Authority will include the cost of the engagement of Robert Trent Jones, Jr., and his firm, for golf course design work to be done on the Oxbow Golf and Country Club. The City of Oxbow may wish to incorporate arrangements for said engagement into an agreement with the Oxbow Golf & Country Club. The Diversion Authority will fund the construction of displaced golf holes within this design, subject to the terms of an agreement to be entered into with Oxbow Golf & Country Club.

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2.6.6 Replacement Land. The Diversion Authority may obtain land from the City of Oxbow obtained as set forth under Section 2.3, or make arrangements with the City of Oxbow to provide land to Oxbow Golf & Country Club, to be used for replacement of existing golf holes obtained by the Diversion Authority under Sections 2.6.1 and 2.6.2 above, taking into consideration the unique nature of the existing holes, (including landscaping, mature trees, and certain views and vistas) to be taken and the value of land used for replacement.

2.6.7 Separate Agreements. The parties recognize that the federal business acquisition process provides and allows for the Diversion Authority to enter into a separate agreement or agreements with the Oxbow Golf & Country Club and/or the City of Oxbow to address the provisions in this Section 2.6, (or as otherwise set forth in this MOU), involving or impacting the Oxbow Golf & Country Club including such matters as compensation for interruption of business.

2.7. Sources of Funds. The Diversion Authority agrees that the cost of the construction of the levee will be a Metro Flood Project cost. The Diversion Authority intends to use a combination of funding provided sales tax revenues of the city of Fargo

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and of the County of Cass and by appropriated funds of the state of North Dakota to finance the obligations described in this memorandum of understanding.

2.8 Special Assessments. While it is expected that sales tax receipts of the city of Fargo and the County of Cass will be used as the principal source of funds to repay bonds sold to finance the local share of the Metro Flood project costs, the financing structure for such loans or bonds will require the establishment of a special assessment district as a back-up for repayment of such loans or bonds and, therefore, it is expected that a special improvement district will be established and the boundaries of said district would include all lands that receive a benefit from the Metro Flood Project.

2.8.1. In the event that any property protected by the O-H-B levee or owned by the city of Oxbow is assessed for construction of the Metro Flood Project, the Diversion Authority agrees to pay all such assessments.

2.8.2. It is expected that the property within the area protected by the O-H-B Levee will be assessed for costs of maintenance and related administration of the Metro Flood Project once constructed in the same manner as other lands protected by the Diversion Project.

2.9 Timing of Design and Construction. It is the intent of the Diversion Authority that the O-H-B Levee be designed beginning in 2013 with acquisition of land, buildings (including houses) and improvements beginning as soon as the routing of the levee is finalized and the land for the project is identified and with construction to commence in 2014. Acquisition of said land, buildings (including houses) and improvements will be in accordance with applicable state and federal laws and regulations including, but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and/or N.D.C.C. Chapter 54-01.1 and the timing thereof coordinated with the City of Oxbow.. It is further intended, therefore, that design and construction of the O-H-B Levee may commence before the Metro Flood Project, as a whole, receives authorization from the United States Congress. This will be contingent upon successful negotiation with the Corps of a memorandum of understanding that will allow the O-H-B Levee to be constructed prior to said authorization. The Diversion Authority intends that the sequence of construction will be staged so that construction of the new golf course holes, modification of existing golf holes that will remain within the protected area, and construction of the new clubhouse, practice area, swimming pool and parking lot shall be complete prior to the removal of the existing Oxbow Golf &Country Club buildings and land for purposes of building the O-H-B Levee.

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2.10 Interim Rental by Homeowners. The acquisition program of the Diversion Authority will provide for existing home owners to have the opportunity to rent their existing home at a monthly rate not to exceed the amount that the Diversion Authority

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must pay to maintain the property. This amount will include all required taxes and related property management expenses. This rental agreement will remain in affect until such time as a replacement home in the newly developed area is constructed or purchased. It is understood that such program may describe circumstances in which the timing of levee construction requires that the existing home be removed or destroyed before said replacement home may be obtained; in which the rental home must be evacuated or destroyed in order for emergency flood protection measures (such as an emergency levee) to be constructed to protect against an imminent flood danger; or for other appropriate reasons as related to the terms in the rental agreement. The same rental opportunity will be provided to Oxbow G & CC.

2.11 Purchase of Existing Levee Material. To the extent that the existing (and recently constructed) flood levee along Schnell Drive and elsewhere within the city will be no longer needed because of the construction of the O-H-B Levee, the Diversion Authority will purchase from the City of Oxbow the earth material from said existing levee at then-current market value, said funds to allow the City of Oxbow to either reduce the assessments for the prior levee or to use funds otherwise as it may deem appropriate.

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2.12 Offset for Loss of Tax Base. The Diversion Authority will pay the City of Oxbow and the Kindred School District for loss of tax base caused by property being taken out of service for the O-H-B Levee project for a period of up to four (4) years. A baseline taxable valuable will be established for the 42 homes intended to be acquired for the O-H-B Levee routing. Annually, in or about December of each year (or before February 5th of the following year), the county assessor will determine the loss in taxable valuation suffered as to said properties—caused by the acquisition of said homes by the Diversion Authority, recognizing; however, that as replacement homes are constructed, the loss in tax base shall be proportionately diminished—at a ratio of 1/42nd of the total baseline amount applied to each replacement home as construction is completed and the homes come onto the tax rolls. The Diversion Authority will make said payment annually for a maximum of four years. The Diversion Authority will not offset any taxes adjusted as a result of any future State Board of Equalization actions.

2.13 City's Costs for Engineer and/or Consultant. The Diversion Authority will fund the City's engagement of an independent project manager or consulting firm to assist and represent the City for the development of the replacement land, the subdivision (platting) of said land and the installation of the said infrastructure subject to a maximum of 10% of the construction cost for administrative, legal and related services and expenses and 15% for engineering and project management services. The parties agree that the providers of

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such services shall be engaged by the City at agreed-upon rates with overall compensation not to exceed said 10% and 15% amounts.

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2.14 Timing. It is the wish and desire of the parties that the O-H-B Levee construction be completed within 40 months of the date of approval of the O-H-B Levee project by the Corps and the parties agree to use their best reasonable efforts to meet this deadline and the Diversion Authority agrees to provide adequate advance funding to allow the construction of the replacement golf holes, the modification of existing holes, the construction of the replacement clubhouse, the installation of the infrastructure for the Replacement Lots and Staging-area Replacement Lots and such other tasks as may be reasonably required by this memorandum within said 40-month period.

2.15 Construction MOU. The Diversion Authority will allow Oxbow to offer comments on the draft memorandum of understanding to be entered into between the Corps and the non-federal sponsors.

2.16 Indemnity and Hold Harmless. The Diversion Authority will indemnify and hold harmless the city of Oxbow from any claims, demands or lawsuits brought against the city of Oxbow for matters related to the Metro Flood Diversion Project, the O-H-B Levee Project, or both, provided; however, that this provision shall not apply to claims, demands or lawsuits that relate to the negligent or intentional acts of the city of Oxbow, its officers, agents or employees.

3. OXBOW RESPONSIBILITIES.

3.1 The City of Oxbow will be responsible for making the arrangements for development of land necessary to accommodate the 42 Replacement Lots and the 38 Staging-area Replacement Lots and the replacement city park, including arrangements for annexation of such land or lands into the City of Oxbow as the City may deem appropriate; entry into a Development Agreement with one or more developers, or the like. The City of Oxbow will be responsible for making arrangements for actual construction and installation of the public infrastructure to service said Replacement Lots. It is recognized that said development may occur in phases as may be deemed appropriate by the City of Oxbow or others. The Diversion Authority and the City of Oxbow agree to coordinate with one another regarding payment of said infrastructure costs and, as may be necessary or appropriate, the public financing of such cost.

3.2. The City of Oxbow will cooperate with the Diversion Authority with respect to the arrangements to be made with the Oxbow Golf and Country Club for the acquisition of replacement land for golf holes and for the design and construction of such holes. It is further recognized that the construction of the levee may allow some existing golf holes to remain in place so long as certain modifications to the hole are made to mitigate

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against the impact of construction. Such modifications are to be included within said design and construction cost paid by the Diversion Authority along with the holes to be completely replaced.

4. OWNERSHIP AND MAINTENANCE.

4.1 Ownership and Maintenance of Levee. It is the intent of the Diversion Authority that the Diversion Authority (or one or more of its member entities) will own and maintain the O-H-B Levee and any retention areas made necessary due to the presence of the Levee and any pump stations or other facilities related to said Levee for at least 50 years from the time the O-H-B Levee project is completed but after said 50 years, in the event the Diversion Authority or its successor is, or has been, dissolved or terminated then, subject to approval by the Corps, the ownership of the O-H-B Levee and such related facilities may be transferred to the city of Oxbow at the election of the Diversion Authority, or its lawful designee(s) or assignee(s), and the City of Oxbow agrees to accept such transfer and grant of ownership and agrees to accept the responsibility for the maintenance thereof. The parties recognize that the typical Project Partnership Agreement between the Corps and the non-federal sponsors requires the non-federal sponsors to retain responsibility for operation and maintenance of the federal project even if ownership is transferred; however, it also allows the non-federal sponsors to make contractual arrangements for such operation and maintenance.

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4.2. Maintenance of Lands in Addition to Functional Area of Levee. It is the intent of the Diversion Authority to maintain only the functional area of the Levee and to the extent that any surplus lands remain under ownership of the Diversion Authority at the request of the City of Oxbow or the Oxbow Golf & Country Club, or both, the City of Oxbow, the golf club, or both, will either (a) take responsibility for maintenance of such lands or (b) the Diversion Authority will take responsibility for such maintenance and the City of Oxbow will accept an assessment from the Diversion Authority for the cost of such maintenance. It is intended that the Diversion Authority would grant an easement for use of said property, subject to the use limitations as required and appropriate to protect the Levee and to allow access to the Levee for inspection, maintenance, repair and reconstruction as may be required from time to time, and in return for the grantee being responsible for maintenance.

GENERAL PROVISIONS.

5. The Diversion Authority may need to utilize public financing (i.e. via sale of tax-exempt municipal bonds) to fund some of the obligations described in this memorandum and the proceeds of such public financing may need to be restricted to authorized public uses. Funds utilized for the acquisition of land for the project and construction of the replacement holes for

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the golf course will not be transacted with funds available from public financing. The parties understand that certain restrictions on uses of funds and the operations of facilities related to the City of Oxbow financed by such funds may need to be established as part of the public financing process, and agree to cooperate and coordinate with one another for such purposes.

6. The Diversion Authority agrees that it shall not obstruct the Red River of the North or any of its tributaries nor to construct or install any structure that would affect the elevation or flow of flood waters in such a manner as to adversely impact the city of Oxbow prior to the completion of the O-H-B Levee. It is understood and agreed that part of the Diversion Project contemplates the installation or construction of levees that will allow floodwaters to flow through the normal river channel during flood events at levels higher than initially studied by the Corps and nothing herein is intended to limit the authority of the Diversion Authority to install or construct such levees or related facilities. It is further understood and agreed that nothing in this agreement is intended to prevent the city of Fargo or any other member-entity of the Diversion Authority from taking such emergency measures as may be necessary for such city or other entity to protect itself and its residents and their property from emergency flood events including, without limitation, spring flood events.

7. The parties recognize that this agreement, and the terms hereof, are contingent upon and subject to the authority and limitations thereof, if any, of the Corps to approve the design and construction of the O-H-B Levee being proposed.

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9. The parties recognize and agree that this Memorandum of Understanding may need to be supplemented by more detailed arrangements in order for the concepts and agreements contained herein to be implemented and the parties agree to coordinate with each other and to work together to do so.

10. Effective Date. This Oxbow MOU will be deemed effective the date of the last signature of all the parties hereto, provided that to the extent any of the parties have taken action pursuant to this agreement prior to said effective date, the same shall be deemed to have been authorized by this memorandum of understanding..

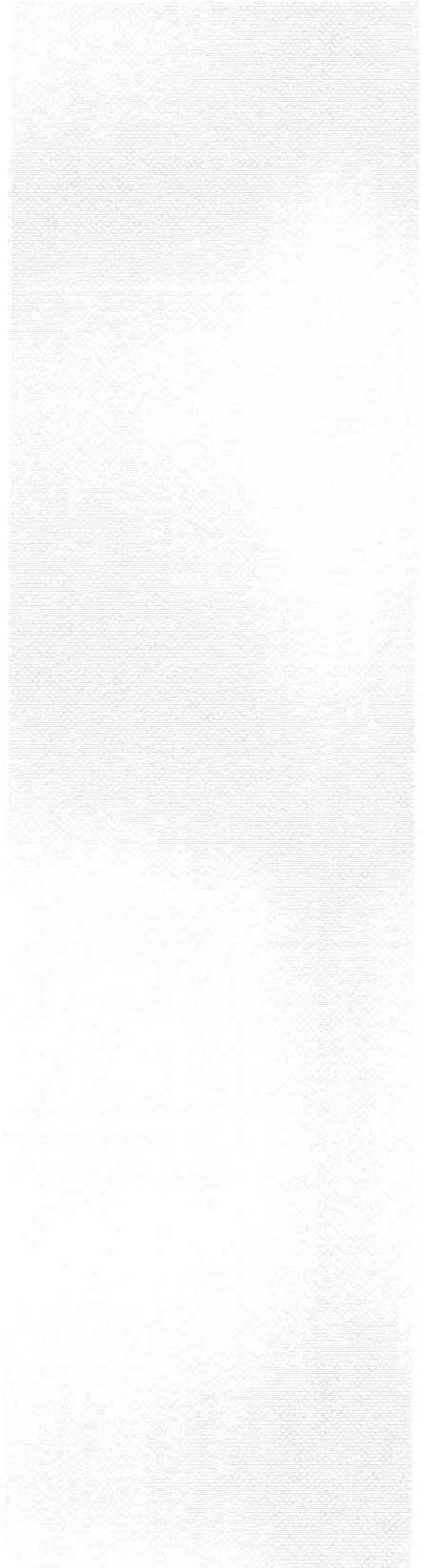
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**METRO FLOOD DIVERSION BOARD
OF AUTHORITY**

Dated: _____

By: _____
Darrell Vanyo, Chairman of the Board



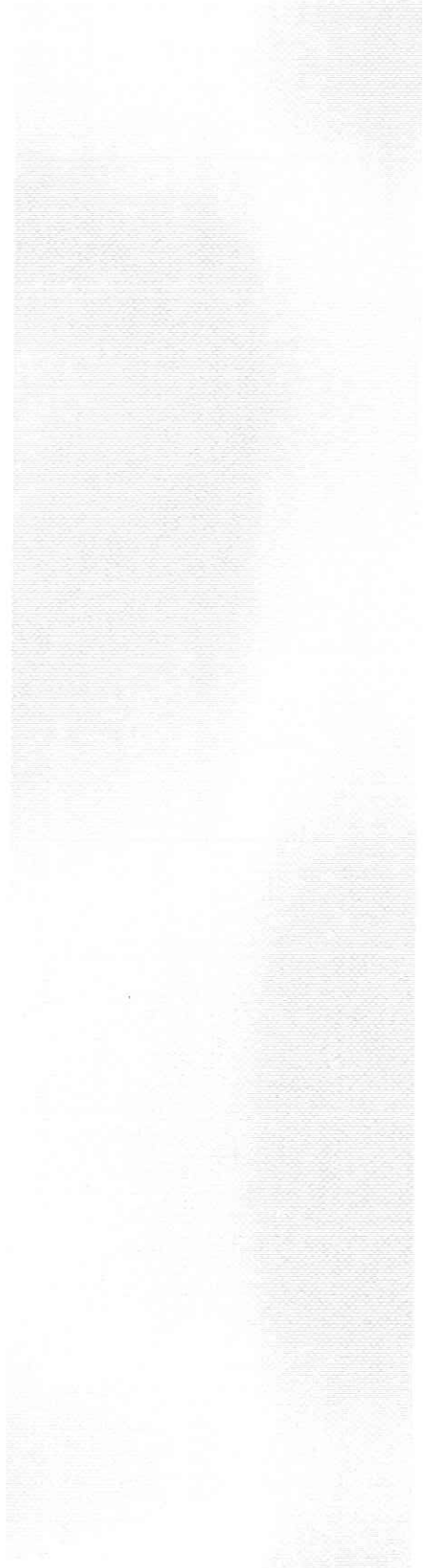
CITY OF OXBOW, a North Dakota
municipal corporation

Dated: _____

By: _____
James Nyhof, Mayor

ATTEST:

City Auditor



CITY OF FARGO, NORTH DAKOTA
a municipal corporation

DATED: _____

By _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

THE COUNTY OF CASS,
NORTH DAKOTA
a corporate body
by the CASS COUNTY BOARD OF
COMMISSIONERS

DATED: _____

By _____,
Chairman

CASS COUNTY JOINT WATER RESOURCE
DISTRICT

DATED: _____

By _____
_____, Chairman

Signature Page

FM Diversion Authority
 Fiscal Accountability Report Design Phase (Fund 790)
 As of 7/31/2013

Item 6.

	2011	2012	2013	Cumulative Totals
Revenues				
City of Fargo	443,138	7,652,681	2,397,326	10,493,144
Cass County	443,138	7,652,681	2,397,326	10,493,144
City of Moorhead / Clay County	98,475	1,700,595	532,739	2,331,809
State Water Commission (10% Cap)	-	-	-	-
Lease/Rental Payments	-	-	8,501	8,501
Miscellaneous	-	-	226	226
Total Revenues	984,750	17,005,957	5,336,118	23,326,825
Expenditures				
7905 Army Corp Payments	-	-	350,000	350,000
7910 WIK - Administration	107,301	331,321	146,386	585,008
7915 WIK - Project Design	149,632	5,366,147	852,481	6,368,261
7920 WIK - Project Management	679,037	7,223,650	2,842,006	10,744,693
7925 WIK - Recreation	-	163,223	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	1,142,620	5,034,904
7931 LERRDS - Minnesota	-	27,996	2,624	30,620
7940 WIK Mitigation - North Dakota	-	-	-	-
7941 WIK Mitigation - Minnesota	-	-	-	-
7950 Construction - North Dakota	-	-	-	-
7951 Construction - Minnesota	-	-	-	-
7955 Construction Management	-	-	-	-
7990 Project Financing	-	50,000	-	50,000
7995 Project Eligible - Off Formula Costs	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	116
Total Expenditures	984,750	17,005,957	5,336,118	23,326,825

FM Diversion Authority
Operating Statement - July, FY 2013

	Current Month	Current F-Y-T-D 10/1/12-9/30/13	Encumbrances	Total	Annual FY Budget 10/1/12-9/30/13	Budget Remaining	% Expended
Revenues:							
City of Fargo	\$ 567,426	\$ 6,315,921		\$ 6,315,921	\$ 16,470,000	\$ 10,154,079	
Cass County	567,426	6,315,921		6,315,921	16,470,000	10,154,079	
City of Moorhead	126,095	1,403,536		1,403,536	3,660,000	2,256,464	
State of North Dakota	-	-		-	-	-	
State of Minnesota	-	-		-	-	-	
Lease/Rental Payments	2,620	8,501		8,501	-	(8,501)	
Miscellaneous	-	226		226	-	(226)	
Total Revenues	\$ 1,263,567	\$ 14,044,105		\$ 14,044,105	\$ 36,600,000	\$ 22,555,895	
Expenditures:							
7905 Army Corp Local Share							
33-42 Army Corp of Engineers	\$ -	\$ 350,000	\$ -	\$ 350,000	\$ -	\$ (350,000)	
Total Army Corp Local Share	-	350,000	-	350,000	-	(350,000)	100%
7910 WIK - General & Administrative							
33-20 Accounting Services	220	2,970	-	2,970	10,000	7,030	
33-25 Legal Services	39,006	345,165	-	345,165	500,000	154,835	
34-55 Financial Advisor	-	30,000	60,000	90,000	-	(90,000)	
38-99 Other Services	39	419	-	419	5,000	4,581	
52-30 General Liability Insurance	-	4,975	-	4,975	5,000	25	
Total WIK - General & Administrative	39,265	383,529	60,000	443,529	525,000	81,471	84%
7915 WIK - Project Design							
33-05 Engineering Services	249,243	3,566,496	2,319,123	5,885,619	20,000,000	14,114,381	
33-06 Quality Testing	-	-	8,968	8,968	-	(8,968)	
38-99 Other Services	46,920	46,920	-	46,920	-	(46,920)	
Total WIK - Project Design	296,163	3,613,416	2,328,091	5,941,507	20,000,000	14,058,493	30%
7920 WIK - Construction Management							
33-05 Engineering Services	65,668	794,011	857,191	1,651,201	-	(1,651,201)	
33-06 Quality Testing	-	5,350	10,440	15,790	-	(15,790)	
33-79 Project Management	287,199	4,805,082	807,386	5,612,468	7,600,000	1,987,532	
Total WIK - Construction Management	352,867	5,604,442	1,675,017	7,279,459	7,600,000	320,541	96%
7925 WIK - Recreation							
33-05 Engineering Services	-	263	-	263	-	(263)	
Total WIK - Recreation	-	263	-	263	-	(263)	100%
7930 LERRDS - North Dakota							
33-05 Engineering Services	168,860	2,309,949	2,649,420	4,959,369	5,000,000	40,631	
33-25 Legal Services	24,885	124,592	-	124,592	130,000	5,408	
33-91 Property Management	-	15,947	-	15,947	50,000	34,053	
34-65 Right of Entry Requests	4,000	39,290	-	39,290	65,000	25,710	
61-50 General Supplies / Postage	4	233	-	233	-	(233)	
68-10 Miscellaneous	50	50	-	50	-	(50)	
71-30 Land & Building Purchases	375,581	1,420,077	-	1,420,077	3,000,000	1,579,923	
71-31 Land Easements	8,000	33,000	-	33,000	-	(33,000)	
80-17 Property Taxes / Special Assessments	-	91,658	-	91,658	100,000	8,342	
Total LERRDS - North Dakota	581,380	4,034,797	2,649,420	6,684,217	8,345,000	1,660,783	80%
7931 LERRDS - Minnesota							
33-25 Legal Services	-	-	-	-	-	-	
34-65 Right of Entry Requests	-	7,659	-	7,659	10,000	2,341	
Total LERRDS - Minnesota	-	7,659	-	7,659	10,000	2,341	77%
7990 Project Financing							
34-55 Financial Advisor	-	50,000	-	50,000	120,000	70,000	
Total Project Financing	-	50,000	-	50,000	120,000	70,000	42%
Total Expenditures	\$ 1,269,674	\$ 14,044,105	\$ 6,712,528	\$ 20,756,633	\$ 36,600,000	\$ 15,843,367	57%

**FM Diversion Authority
Summary of Cash Disbursements
Period July 2013**

Date: 8/1/2013

Period/Year: 07/2013

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	7/29/2013	JB07130011	CITY OF FARGO	220.00	FISCAL SERVICES	V00102	General & Admin. WIK
Total WIK - General & Admin - Accounting Services \$				220.00			
790-7910-429.33-25	7/24/2013	241475	DORSEY & WHITNEY LLP	35,507.00	LEGAL SVCS THRU 5/31/13	V00101	Dorsey Whitney Legal WIK
	7/24/2013	241477	ERIK R JOHNSON & ASSOCIATES	3,498.60	METRO FLOOD PROJECT	V00102	General & Admin. WIK
Total WIK - General & Admin. - Legal Services \$				39,005.60			
790-7910-429.38-99	7/10/2013	241181	NORTH DAKOTA TELEPHONE CO	39.40	MAY 2013 SETUP/MINUTES	V00102	General & Admin. WIK
Total WIK - General & Admin. - Other Services \$				39.40			
790-7915-429.33-05	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	53,539.59	4/1-4/30/13	V01603	CR-81 & I29 BRIDGE DESIGN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	13,838.48	4/1-4/30/13	V01607	RECREATION/USE MASTER PLN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	2,859.00	4/1-4/30/13	V01608	WORK-IN-KIND (WIK)
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	20,347.40	4/1-4/30/13	V01609	HYDROLOGY/HYDRAULIC MODEL
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	115,919.87	4/1-4/30/13	V01613	LEVEE DESIGN & SUPPORT
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	42,738.41	4/1-4/30/13	V01614	TRANS/DRAINAGE MASTER PLN
Total WIK - Project Design - Engineering Services \$				249,242.75			
790-7915-429.38-99	7/18/2013	241431	US GEOLOGICAL SURVEY	46,920.00	STAGE GAGE INSTALL	V02201	STAGE GAGE INSTALLATION
Total WIK - Project Design - Other Services \$				46,920.00			
790-7920-429.33-05	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	65,667.96	4/1-4/30/13	V01601	HMG - PROJECT MANAGEMENT
Total WIK Construction Mgmt. - Engineering Services \$				65,667.96			
790-7920-429.33-79	7/24/2013	241465	CH2M HILL ENGINEERS INC	287,199.20	THRU 6/28/13	V00203	CH2M HILL - 10/1-6/30/13
Total WIK Construction Mgmt. - Engineering Services \$				287,199.20			
790-7930-429.33-05	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	28,481.45	FM AREA DIVERSION	V01201	Cass Joint Water ROE
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	28,638.12	4/1-4/30/13	V01602	CR-31 BRIDGE DESIGN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	139.50	4/1-4/30/13	V01604	CR-32 & CR-22 BRIDGE DSGN

**FM Diversion Authority
Summary of Cash Disbursements
Period July 2013**

Date: 8/1/2013

Period/Year: 07/2013

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	9,263.00	4/1-4/30/13	V01604	CR-32 & CR-22 BRIDGE DSGN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	17,047.45	4/1-4/30/13	V01606	LAND MANAGEMENT SERVICES
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	6,087.00	4/1-4/30/13	V01610	UTILITIES DESIGN
	7/31/2013	241695	HOUSTON-MOORE GROUP LLC	27,827.31	4/1-4/30/13	V01611	REACH 6 & CR20 BRIDGE
	7/31/2013	241766	RED RIVER BASIN COMMISSION	51,376.07	HUR PROJECT	V02101	STUDY UPPER RR RETENTION
Total LERRDS - North Dakota - Engineering Services				\$ 168,859.90			
790-7930-429.33-25	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	24,884.99	FM AREA DIVERSION	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Legal Services				\$ 24,884.99			
790-7930-429.34-65	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	4,000.00	FM AREA DIVERSION	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Right of Entry Requests				\$ 4,000.00			
790-7930-429.61-50	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	3.67	FM AREA DIVERSION	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Postage				\$ 3.67			
790-7930-429.68-10	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	49.74	FM AREA DIVERSION	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Miscellaneous				\$ 49.74			
790-7930-429.71-30	7/24/2013	241515	KENNELLY & OKEEFFE (ACQUISITIONS)	375,581.20	BUY-121 OXBOW DR, OXBOW ND	V01702	ND LAND PURCHASE-HARDSHIP
Total LERRDS - North Dakota - Land Purchases				\$ 375,581.20			
790-7930-429.71-31	7/18/2013	241292	CASS COUNTY JOINT WATER RESOURCE DI	8,000.00	FM AREA DIVERSION	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Easements				\$ 8,000.00			
Total Disbursed for Period				\$ 1,269,674.41			

**FM Diversion Authority
Outstanding Contracts
As of July 31, 2013**

Date: 8/1/2013

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor Name	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	52,679.63	52,679.63	-
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	-
V00101	790-7910-429.33-25	156087	9367	10/15/2012	DORSEY & WHITNEY LLP	86,960.88	86,960.88	-
V00101	790-7910-429.33-25	157021	9367	11/9/2012	DORSEY & WHITNEY LLP	27,111.94	27,111.94	-
V00101	790-7910-429.33-25	157608	9367	11/29/2012	DORSEY & WHITNEY LLP	9,138.50	9,138.50	-
V00101	790-7910-429.33-25	159215	9367	1/14/2013	DORSEY & WHITNEY LLP	15,177.50	15,177.50	-
V00101	790-7910-429.33-25	160364	9367	2/20/2013	DORSEY & WHITNEY LLP	20,559.60	20,559.60	-
V00101	790-7910-429.33-25	161130	9367	3/18/2013	DORSEY & WHITNEY LLP	10,442.50	10,442.50	-
V00101	790-7910-429.33-25	163408	9367	6/12/2013	DORSEY & WHITNEY LLP	21,936.50	21,936.50	-
V00101	790-7910-429.33-25	164302	9367	7/17/2013	DORSEY & WHITNEY LLP	35,507.00	35,507.00	-
V00102	790-7910-429.38-99	F11738	20660	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 LOVEINTHEOVEN	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	790-7910-429.33-20	AJ	COF	7/27/2012	CITY OF FARGO	240.00	240.00	-
V00102	790-7910-429.33-25	153237	1286	7/31/2012	OHNSTAD TWICHELL PC	728.50	728.50	-

**FM Diversion Authority
Outstanding Contracts
As of July 31, 2013**

Date: 8/1/2013

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor Name	Encumbered	Liquidated	Balance
V00102	790-7910-429.38-99	153670	13981	8/9/2012	NORTH DAKOTA TELEPHONE CO	71.60	71.60	-
V00102	790-7910-429.38-99	154211	13981	8/23/2012	NORTH DAKOTA TELEPHONE CO	90.60	90.60	-
V00102	790-7910-429.33-20	AJ	COF	8/30/2012	CITY OF FARGO	280.00	280.00	-
V00102	790-7910-429.33-20	AJ	COF	9/26/2012	CITY OF FARGO	320.00	320.00	-
V00102	790-7910-429.38-99	155381	13981	9/27/2012	NORTH DAKOTA TELEPHONE CO	87.40	87.40	-
V00102	790-7910-429.33-20	AJ	COF	10/30/2012	CITY OF FARGO	410.00	410.00	-
V00102	790-7910-429.33-20	AJ	COF	11/28/2012	CITY OF FARGO	220.00	220.00	-
V00102	790-7910-429.33-25	157670	16872	11/30/2012	ERIK R JOHNSON & ASSOCIATES	16,826.60	16,826.60	-
V00102	790-7910-429.38-99	158387	13981	12/20/2012	NORTH DAKOTA TELEPHONE CO	76.20	76.20	-
V00102	790-7910-429.33-20	AJ	COF	12/27/2012	CITY OF FARGO	260.00	260.00	-
V00102	790-7910-429.33-25	159214	16872	1/14/2013	ERIK R JOHNSON & ASSOCIATES	26,922.05	26,922.05	-
V00102	790-7910-429.33-20	AJ	COF	1/29/2013	CITY OF FARGO	160.00	160.00	-
V00102	790-7910-429.33-20	AJ	COF	1/29/2013	CITY OF FARGO	180.00	180.00	-
V00102	790-7910-429.38-99	159926	12961	2/5/2013	FEDERAL EXPRESS CORPORATION	71.89	71.89	-
V00102	790-7910-429.33-25	160367	16872	2/20/2013	ERIK R JOHNSON & ASSOCIATES	7,606.58	7,606.58	-
V00102	790-7910-429.52-30	160461	1772	2/25/2013	WARNER & CO	4,975.00	4,975.00	-
V00102	790-7910-429.33-20	AJ	COF	2/27/2013	CITY OF FARGO	260.00	260.00	-
V00102	790-7910-429.33-25	161131	16872	3/18/2013	ERIK R JOHNSON & ASSOCIATES	4,769.78	4,769.78	-
V00102	790-7910-429.33-20	AJ	COF	3/27/2013	CITY OF FARGO	200.00	200.00	-
V00102	790-7910-429.33-25	161699	16872	4/8/2013	ERIK R JOHNSON & ASSOCIATES	2,366.41	2,366.41	-
V00102	790-7910-429.38-99	161972	13981	4/17/2013	NORTH DAKOTA TELEPHONE CO	49.20	49.20	-
V00102	790-7910-429.33-25	162044	14216	4/19/2013	BRIGGS & MORGAN PA	1,616.36	1,616.36	-
V00102	790-7910-429.34-55	162074	21621	4/22/2013	PFM PUBLIC FINANCIAL MANAGEMEN	140,000.00	80,000.00	60,000.00
V00102	790-7910-429.33-20	AJ	COF	4/26/2013	CITY OF FARGO	460.00	460.00	-
V00102	790-7910-429.33-25	162703	16872	5/14/2013	ERIK R JOHNSON & ASSOCIATES	3,219.38	3,219.38	-
V00102	790-7910-429.38-99	163136	13981	5/30/2013	NORTH DAKOTA TELEPHONE CO	95.00	95.00	-
V00102	790-7910-429.33-20	AJ	COF	5/31/2013	CITY OF FARGO	340.00	340.00	-
V00102	790-7910-429.33-25	163409	16872	6/12/2013	ERIK R JOHNSON & ASSOCIATES	7,161.68	7,161.68	-
V00102	790-7910-429.33-25	163410	14216	6/12/2013	BRIGGS & MORGAN PA	11,111.20	11,111.20	-
V00102	790-7910-429.33-20	AJ	COF	6/30/2013	CITY OF FARGO	260.00	260.00	-
V00102	790-7910-429.38-99	163969	13981	7/8/2013	NORTH DAKOTA TELEPHONE CO	39.40	39.40	-
V00102	790-7910-429.33-25	164303	16872	7/17/2013	ERIK R JOHNSON & ASSOCIATES	3,498.60	3,498.60	-

**FM Diversion Authority
Outstanding Contracts
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Date: 8/1/2013

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor Name	Encumbered	Liquidated	Balance
V00102	790-7910-429.33-20	AJ	COF	7/29/2013	CITY OF FARGO	220.00	220.00	-
V00201	790-7920-429.33-79	144170	20663	11/18/2011	CH2M HILL ENGINEERS INC	1,908,938.41	1,908,938.41	-
V00202	790-7920-429.33-79	148611	20663	3/15/2012	CH2M HILL ENGINEERS INC	3,422,306.58	3,422,306.58	-
V00203	790-7920-429.33-79	154940	20663	9/17/2012	CH2M HILL ENGINEERS INC	5,000,000.00	4,192,613.85	807,386.15
V00301	790-7910-429.38-69	143936	11604	11/16/2011	ADVANCED ENGINEERING INC	50,000.00	50,000.00	-
V00401	790-7920-429.33-06	143937	165	11/16/2011	BRAUN INTERTEC CORP	54,060.00	43,620.00	10,440.00
V00501	790-7915-429.33-06	143938	165	11/16/2011	BRAUN INTERTEC CORP	36,150.00	34,009.00	2,141.00
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	346,100.00	346,100.00	-
V00801	790-7915-429.33-05	146973	801	1/27/2012	HOUSTON ENGINEERING INC	92,424.03	92,424.03	-
V00802	790-7915-429.33-05	146974	801	1/27/2012	HOUSTON ENGINEERING INC	70,742.30	70,742.30	-
V00803	790-7915-429.33-05	146975	801	1/27/2012	HOUSTON ENGINEERING INC	47,124.46	47,124.46	-
V00804	790-7925-429.33-05	148054	801	2/29/2012	HOUSTON ENGINEERING INC	163,222.91	163,222.91	-
V00805	790-7915-429.33-05	148058	801	2/29/2012	HOUSTON ENGINEERING INC	94,786.00	94,786.00	-
V00806	790-7915-429.33-05	148078	801	2/29/2012	HOUSTON ENGINEERING INC	108,369.87	108,369.87	-
V00901	790-7915-429.33-05	146976	1118	1/27/2012	MOORE ENGINEERING INC	92,291.55	92,291.55	-
V00902	790-7915-429.33-05	146977	1118	1/27/2012	MOORE ENGINEERING INC	135,231.99	135,231.99	-
V00903	790-7915-429.33-05	146978	1118	1/27/2012	MOORE ENGINEERING INC	142,924.27	142,924.27	-
V00904	790-7930-429.33-05	148055	1118	2/29/2012	MOORE ENGINEERING INC	78,760.62	78,760.62	-
V00905	790-7930-429.33-05	148056	1118	2/29/2012	MOORE ENGINEERING INC	32,727.08	32,727.08	-
V00906	790-7915-429.33-05	148057	1118	2/29/2012	MOORE ENGINEERING INC	8,326.50	8,326.50	-
V00907	790-7915-429.33-05	148077	1118	2/29/2012	MOORE ENGINEERING INC	164,867.66	164,867.66	-
V01002	790-7915-429.33-05	148086	17791	2/29/2012	URS CORPORATION	480,488.42	403,927.45	76,560.97
V01003	790-7915-429.33-05	163308	17791	6/6/2013	URS CORPORATION	495,000.00	-	495,000.00
V01101	790-7905-429.33-42	AJ	CORP	6/19/2013	ARMY CORP OF ENGINEERS	350,000.00	350,000.00	-
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	20,652.04	20,652.04	-
V01201	790-7930-429.34-65	149405	19734	4/10/2012	CASS COUNTY JOINT WATER RESOUR	62,467.05	62,467.05	-
V01201	790-7930-429.33-05	156814	19734	11/5/2012	CASS COUNTY JOINT WATER RESOUR	48,138.28	48,138.28	-
V01201	790-7930-429.33-25	156814	19734	11/5/2012	CASS COUNTY JOINT WATER RESOUR	23,113.23	23,113.23	-
V01201	790-7930-429.34-65	156814	19734	11/5/2012	CASS COUNTY JOINT WATER RESOUR	8,250.00	8,250.00	-

**FM Diversion Authority
Outstanding Contracts
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Date: 8/1/2013

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor Name	Encumbered	Liquidated	Balance
V01201	790-7930-429-33-25	157055	19734	11/9/2012	CASS COUNTY JOINT WATER RESOUR	55,312.46	55,312.46	-
V01201	790-7930-429-34-65	157055	19734	11/9/2012	CASS COUNTY JOINT WATER RESOUR	26,500.00	26,500.00	-
V01201	790-7930-429-71-31	157055	19734	11/9/2012	CASS COUNTY JOINT WATER RESOUR	13,500.00	13,500.00	-
V01201	790-7930-429.61-50	160369	19734	2/20/2013	CASS COUNTY JOINT WATER RESOUR	24,990.57	24,990.57	-
V01201	790-7930-429.71-31	161700	19734	4/8/2013	CASS COUNTY JOINT WATER RESOUR	52,735.94	52,735.94	-
V01201	790-7930-429.61-50	164075	19734	7/10/2013	CASS COUNTY JOINT WATER RESOUR	65,419.85	65,419.85	-
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	-
V01301	790-7931-429.33-25	154504	1286	9/4/2012	OHNSTAD TWICHELL PC	1,373.50	1,373.50	-
V01301	790-7931-429.33-25	154505	1286	9/4/2012	OHNSTAD TWICHELL PC	676.50	676.50	-
V01301	790-7931-429.33-25	156088	1286	10/15/2012	OHNSTAD TWICHELL PC	1,102.50	1,102.50	-
V01301	790-7931-429.34-65	157054	1286	11/9/2012	OHNSTAD TWICHELL PC	2,685.00	2,685.00	-
V01301	790-7931-429.34-65	159216	1286	1/14/2013	OHNSTAD TWICHELL PC	1,247.16	1,247.16	-
V01301	790-7931-429.34-65	160365	1286	2/20/2013	OHNSTAD TWICHELL PC	1,148.00	1,148.00	-
V01301	790-7931-429.34-65	160797	1286	3/7/2013	OHNSTAD TWICHELL PC	738.00	738.00	-
V01301	790-7931-429.34-65	161824	1286	4/11/2013	OHNSTAD TWICHELL PC	471.50	471.50	-
V01301	790-7931-429.34-65	162447	1286	5/6/2013	OHNSTAD TWICHELL PC	102.50	102.50	-
V01301	790-7931-429.34-65	163135	1286	5/30/2013	OHNSTAD TWICHELL PC	164.00	164.00	-
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	2,072,675.00	1,215,484.44	857,190.56
V01602	790-7930-429.33-05	151233	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	891,000.00	808,698.34	82,301.66
V01603	790-7915-429.33-05	151234	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	2,448,300.00	2,306,624.30	141,675.70
V01604	790-7930-429.33-05	151235	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	1,566,000.00	1,408,858.02	157,141.98
V01605	790-7915-429.33-05	151236	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	905,000.00	845,983.45	59,016.55
V01606	790-7930-429.33-05	151237	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	538,103.00	374,382.47	163,720.53
V01607	790-7915-429.33-05	152022	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	240,000.00	138,759.16	101,240.84
V01608	790-7915-429.33-05	152023	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	727,330.00	479,892.98	247,437.02

**FM Diversion Authority
Outstanding Contracts
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Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor Name	Encumbered	Liquidated	Balance
V01609	790-7915-429.33-05	152024	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	837,341.00	287,199.42	550,141.58
V01610	790-7930-429.33-05	152025	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	338,000.00	57,687.75	280,312.25
V01611	790-7930-429.33-05	155529	21007	10/2/2012	HOUSTON-MOORE GROUP LLC	771,000.00	65,905.31	705,094.69
V01612	790-7930-429.33-05	155530	21007	10/2/2012	HOUSTON-MOORE GROUP LLC	665,000.00	-	665,000.00
V01613	790-7915-429.33-05	157599	21007	11/29/2012	HOUSTON-MOORE GROUP LLC	575,000.00	461,121.79	113,878.21
V01614	790-7915-429.33-05	160644	21007	3/1/2013	HOUSTON-MOORE GROUP LLC	605,000.00	70,827.94	534,172.06
V01701	790-7930-429.71-30	155627	7198	10/3/2012	NORTHERN TITLE CO	484,016.00	484,016.00	-
V01701	790-7930-429.80-17	159217	201	1/14/2013	CASS COUNTY TREASURER	84,832.36	84,832.36	-
V01702	790-7930-429.71-30	157394	20529	11/21/2012	KENNELLY & OKEEFFE	216,401.85	216,401.85	-
V01702	790-7930-429.71-30	157470	20529	11/26/2012	KENNELLY & OKEEFFE	342,601.87	342,601.87	-
V01702	790-7930-429.71-30	F13677	11046	11/26/2012	RED RIVER TITLE SERVICES INC	250.00	250.00	-
V01702	790-7930-429.71-30	F13678	11046	11/26/2012	RED RIVER TITLE SERVICES INC	170.00	170.00	-
V01702	790-7930-429.71-30	158252	21423	12/18/2012	HUBER, STEVE	1,056.43	1,056.43	-
V01702	790-7930-429.80-17	159217	201	1/14/2013	CASS COUNTY TREASURER	6,825.95	6,825.95	-
V01702	790-7930-429.71-30	164432	20529	7/24/2013	KENNELLY & OKEEFFE	375,581.20	375,581.20	-
V01801	790-7930-429.33-05	155531	1714	10/2/2012	ULTEIG ENGINEERS INC	100,000.00	-	100,000.00
V01901	790-7930-429.33-05	155469	21258	10/1/2012	PROSOURCE TECHNOLOGIES, INC	100,000.00	-	100,000.00
V02001	790-7930-429.33-91	157598	10078	11/29/2012	COLDWELL BANKER	4,346.77	4,346.77	-
V02001	790-7930-429.33-91	158046	10078	12/12/2012	COLDWELL BANKER	8,000.00	8,000.00	-
V02001	790-7930-429.33-91	160366	10078	2/20/2013	COLDWELL BANKER	2,600.00	2,600.00	-
V02001	790-7930-429.33-91	161153	10078	3/18/2013	COLDWELL BANKER	1,000.00	1,000.00	-
V02101	790-7930-429.33-05	157607	12775	11/29/2012	RED RIVER BASIN COMMISSION	500,000.00	104,151.07	395,848.93
V02201	790-7915-429.38-99	163309	18968	6/6/2013	US GEOLOGICAL SURVEY	46,920.00	46,920.00	-
						30,039,353.13	23,326,825.45	6,712,527.68



Remittance Page

Invoice Date 07/17/13
Invoice 5589287
Project 22243388
Page 1

Reference: WORK ORDER No 1
For: Fargo-Flood Diversion

Professional Services for Period Ending 07/12/13

Flood Diversion Authority
211 Ninth Street South
PO Box 2806
Fargo ND 58108-2806

Total Due: \$15,311.17 USD
Terms: Net 30

- * Make checks payable to: URS Corporation
- * Please indicate invoice number and/or project number on check
- * Please include this stub with payment

Regular Mail (USPS): URS Corporation
P.O. Box 116183
Atlanta GA 30368-6183
US

Overnight Courier: URS Corporation
Lock Box No. 116183
100 South Crest Drive
Stockbridge, GA 30281
Attention: Atlanta Lockbox
(877) 786-3333

Electronic Funds Transfer:

Account: URS Corporation
Bank: Wells Fargo Bank
Account No.: 4520-086471
ABA Routing No.: 121-000-248
Swift Code: WFBIUS6S

Remittance Information can be sent to:

Email: RemitTo@URSCorp.com
Fax: (512) 419-6937 Attn: Cash Applications

Please contact Anna De Leon at 303 740-2699 or via email at anna.de.leon@urs.com
if you have any questions regarding this invoice.



July 17, 2013

Darrell Vanyo, Chairman
Flood Diversion Authority
211 9th Street South
Fargo, ND 58108-2806

**RE: PHASE I CULTURAL RESOURCES INVESTIGATIONS FOR THE
FARGO-MOORHEAD FLOOD RISK MANAGEMENT PROJECT
Task Order No. 1
June 2013 Progress Report**

Dear Mr. Vanyo,

Our invoice for work completed on the subject project is enclosed. This progress report summarizes cultural resources work completed through July 12, 2013, under Task Order No. 1 of the Agreement between the Flood Diversion Authority and URS Corporation.

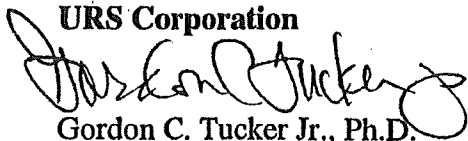
During the reporting period, URS personnel worked on the following project subtasks:

- B.I – Reaches 1, 2, 4, and 5
- B.III – Reaches 4 and 5 EMPs

The fieldwork was successfully completed in the allotted time frame. The survey results will be described in the report summarizing all of the 2013 cultural resources investigations.

If you have any questions about the invoice or the summary of work completed to date, please contact me at (303) 740-3850 or gordon.tucker@urs.com. Thank you.

Sincerely,
URS Corporation



Gordon C. Tucker Jr., Ph.D.
Project Manager

cc: John Glatzmaier, CH2M Hill
Bill Killam, URS Denver
Marcia Meier, URS Denver

URS Corporation
8181 E. Tufts Avenue
Denver, CO 80237
Tel: 303.694.2770 and 303.740.2600
Fax: 303.694.3946



Invoice Date 07/17/13
Invoice 5589287
Project 22243388
Page 2

Flood Diversion Authority
211 Ninth Street South
PO Box 2806
Fargo ND 58108-2806

Reference: WORK ORDER No 1

For: Fargo-Flood Diversion

Professional Services for Period Ending 07/12/13

	<u>SERVICES</u>	<u>EXPENSES</u>	<u>TOTAL</u>
Current Charges	12,785.94	2,525.23	15,311.17
TOTAL THIS INVOICE	12,785.94	2,525.23	\$15,311.17 USD

Please contact Anna De Leon at 303 740-2699 or via email at anna.de.leon@urs.com
if you have any questions regarding this invoice.



Invoice Date 07/17/13
 Invoice 5589287
 Project 22243388
 Page 3

Flood Diversion Authority
 211 Ninth Street South
 PO Box 2806
 Fargo ND 58108-2806

Reference: WORK ORDER No 1

For: Fargo-Flood Diversion

Professional Services for Period Ending 07/12/13

LABOR	HOURS	RATE	AMOUNT
Warneke, Christopher J	40.00	26.24	1,049.60
Tucker Jr, Gordon C	1.00	39.76	39.76
Shaw, Brian S	18.25	23.48	428.51
Moha, Thomas P	40.00	29.96	1,198.40
Meier, Marcia L	3.00	31.68	95.04
De Leon, Anna	4.50	22.52	101.34
Buskey, Scott M	64.00	25.84	1,653.76
Subtotal	170.75		4,566.41

Multiplier: 2.80 Times 4,566.41

12,785.94

Total Labor 12,785.94

TRAVEL

Total Travel 1,936.78

EQUIPMENT RENTALS

Total Equipment Rentals 588.45

TOTAL THIS INVOICE \$15,311.17 USD

Please contact Anna De Leon at 303 740-2699 or via email at anna.de.leon@urs.com if you have any questions regarding this invoice.

Invoice Date 07/17/13
 Invoice 5589287
 Project 22243388
 Reference WORK ORDER No 1

BILLING BACKUP

G/L DATE	JOB/ SRV DATE	LBR CMT	GL ACCT	TASK	DOC / INV#	EMP / VENDOR #	NAME / DESCRIPTION	HOURS / QTY	RATE	BILLING AMOUNT
Labor										
06/14/13	22243388		50110	00002	T4 9064622	36896	Warneke, Christopher J Scientist	20.00	26.24	524.80
06/14/13	22243388		50110	00004	T4 9064622	36896	Warneke, Christopher J Scientist	20.00	26.24	524.80
07/12/13	22243388		50110	00001	T4 9159581	42447	Tucker Jr, Gordon C Principal Scientist	1.00	39.76	39.76
07/12/13	22243388		50110	00001	T4 9151629	96647	Shaw, Brian S Professional II	3.00	23.48	70.44
07/05/13	22243388		50110	00004	T4 9130228	96647	Shaw, Brian S Professional II	4.75	23.48	111.53
06/28/13	22243388		50110	00004	T4 9110848	96647	Shaw, Brian S Professional II	4.50	23.48	105.66
06/21/13	22243388		50110	00004	T4 9090137	96647	Shaw, Brian S Professional II	6.00	23.48	140.88
06/14/13	22243388		50110	00002	T4 9064630	38110	Moha, Thomas P Technician III	20.00	29.96	599.20
06/14/13	22243388		50110	00004	T4 9064630	38110	Moha, Thomas P Technician III	20.00	29.96	599.20
07/12/13	22243388		50110	00001	T4 9151632	96659	Meier, Marcia L Senior Scientist	2.50	31.68	79.20
07/05/13	22243388		50110	00002	T4 9130230	96659	Meier, Marcia L Senior Scientist	0.25	31.68	7.92
07/05/13	22243388		50110	00004	T4 9130230	96659	Meier, Marcia L Senior Scientist	0.25	31.68	7.92
07/12/13	22243388		50110	00001	T4 9151517	90632	De Leon, Anna Administrator II	4.00	22.52	90.08
06/14/13	22243388		50110	00001	T4 9069666	90632	De Leon, Anna Administrator II	0.50	22.52	11.26
06/21/13	22243388		50110	00002	T4 9085049	23916	Buskey, Scott M Professional II	12.00	25.84	310.08

Invoice Date 07/17/13
 Invoice 5589287
 Project 22243388
 Reference WORK ORDER No 1

BILLING BACKUP

G/L DATE	JOB/ SRV DATE	LBR CMT	GL ACCT	TASK	DOC / INV#	EMP / VENDOR #	NAME / DESCRIPTION	HOURS / QTY	RATE	BILLING AMOUNT
06/21/13	22243388		50110	00004	T4 9085049	23916	Buskey, Scott M Professional II	12.00	25.84	310.08
06/14/13	22243388		50110	00002	T4 9064606	23916	Buskey, Scott M Professional II	20.00	25.84	516.80
06/14/13	22243388		50110	00004	T4 9064606	23916	Buskey, Scott M Professional II	20.00	25.84	516.80
Subtotal Labor								170.75		4,566.41
Multiplier: 2.80 times									4,566.41	12,785.94
Total Labor										12,785.94
TRAVEL										
06/18/13	22243388		52030	00002	UE 1560691038110		Moha, Thomas			156.03
06/10/13					486947					
06/18/13	22243388		52030	00004	UE 1560691038110		Moha, Thomas			156.03
06/14/13					486947					
07/04/13	22243388		52050	00002	UE 1567827523916		Buskey, Scott			9.62
06/12/13					490944		WINGATE INN			
07/04/13	22243388		52050	00002	UE 1567827523916		Buskey, Scott			91.56
06/12/13					490944		WINGATE INN			
07/04/13	22243388		52050	00002	UE 1567827523916		Buskey, Scott			9.62
06/13/13					490944		WINGATE INN			
07/04/13	22243388		52050	00002	UE 1567827523916		Buskey, Scott			91.56
06/13/13					490944		WINGATE INN			
06/21/13	22243388		52050	00002	UE 1562425536896		Warneke, Christopher			101.18
06/10/13					492094		WINGATE INN			
06/21/13	22243388		52050	00002	UE 1562425536896		Warneke, Christopher			101.18
06/11/13					492094		WINGATE INN			
06/18/13	22243388		52050	00002	UE 1560691038110		Moha, Thomas			9.62
06/10/13					486947		Wingate Inns			
06/18/13	22243388		52050	00002	UE 1560691038110		Moha, Thomas			91.56
06/10/13					486947		Wingate Inns			

Invoice Date 07/17/13

BILLING BACKUP

Invoice 5589287

Project 22243388

Reference WORK ORDER No 1

G/L DATE	JOB/ SRV DATE	LBR CMT	GL ACCT	TASK	EMP / DOC / INV#	EMP / VENDOR #	NAME / DESCRIPTION	HOURS / QTY	RATE	BILLING AMOUNT
06/18/13	22243388		52050	00002	UE 1560691038110		Moha, Thomas			9.62
06/11/13					486947		Wingate Inns			
06/18/13	22243388		52050	00002	UE 1560691038110		Moha, Thomas			91.56
06/11/13					486947		Wingate Inns			
07/04/13	22243388		52050	00004	UE 1567827523916		Buskey, Scott			9.62
06/10/13					490944		WINGATE INN			
07/04/13	22243388		52050	00004	UE 1567827523916		Buskey, Scott			91.56
06/10/13					490944		WINGATE INN			
07/04/13	22243388		52050	00004	UE 1567827523916		Buskey, Scott			9.62
06/11/13					490944		WINGATE INN			
07/04/13	22243388		52050	00004	UE 1567827523916		Buskey, Scott			91.56
06/11/13					490944		WINGATE INN			
06/21/13	22243388		52050	00004	UE 1562425536896		Warneke, Christopher			101.18
06/12/13					492094		WINGATE INN			
06/21/13	22243388		52050	00004	UE 1562425536896		Warneke, Christopher			101.18
06/13/13					492094		WINGATE INN			
06/18/13	22243388		52050	00004	UE 1560691038110		Moha, Thomas			9.62
06/12/13					486947		Wingate Inns			
06/18/13	22243388		52050	00004	UE 1560691038110		Moha, Thomas			91.56
06/12/13					486947		Wingate Inns			
06/18/13	22243388		52050	00004	UE 1560691038110		Moha, Thomas			9.62
06/13/13					486947		Wingate Inns			
06/18/13	22243388		52050	00004	UE 1560691038110		Moha, Thomas			91.56
06/13/13					486947		Wingate Inns			
07/04/13	22243388		52060	00002	UE 1567827523916		Buskey, Scott			9.96
06/14/13					490944		HARDEE'S #251 ALEXANDRI			
07/04/13	22243388		52060	00002	UE 1567827523916		Buskey, Scott			8.36
06/13/13					490944		CENEX			
07/04/13	22243388		52060	00002	UE 1567827523916		Buskey, Scott			21.44
06/13/13					490944		QSL FARGO LLC			
07/04/13	22243388		52060	00002	UE 1567827523916		Buskey, Scott			10.59
06/12/13					490944		CENEX			

Invoice Date 07/17/13

BILLING BACKUP

Invoice 5589287

Project 22243388

Reference WORK ORDER No 1

G/L DATE	JOB/ SRV DATE LBR CMT	GL ACCT	TASK	DOC / INV#	EMP / VENDOR #	NAME / DESCRIPTION	HOURS / QTY	RATE	BILLING AMOUNT
06/21/13	22243388	52060	00002	UE 15624255	36896	Warneke, Christopher			
06/14/13				492094		BURGER KING #12139 Q07			5.39
06/21/13	22243388	52060	00002	UE 15624255	36896	Warneke, Christopher			
06/13/13				492094		CENEX			8.47
06/21/13	22243388	52060	00002	UE 15624255	36896	Warneke, Christopher			
06/13/13				492094		QSL FARGO LLC			26.37
06/21/13	22243388	52060	00002	UE 15624255	36896	Warneke, Christopher			
06/12/13				492094		CENEX			8.47
06/18/13	22243388	52060	00002	UE 15606910	38110	Moha, Thomas			
06/10/13				486947		Holiday			6.23
06/18/13	22243388	52060	00002	UE 15606910	38110	Moha, Thomas			
06/10/13				486947		Subway			7.06
06/18/13	22243388	52060	00002	UE 15606910	38110	Moha, Thomas			
06/11/13				486947		Harwood C Store			6.17
06/18/13	22243388	52060	00002	UE 15606910	38110	Moha, Thomas			
06/11/13				486947		Walmart			11.68
06/18/13	22243388	52060	00002	UE 15606910	38110	Moha, Thomas			
06/13/13				486947		Quaker Steak & Lube			22.01
07/04/13	22243388	52060	00004	UE 15678275	23916	Buskey, Scott			
06/11/13				490944		CENEX			8.74
07/04/13	22243388	52060	00004	UE 15678275	23916	Buskey, Scott			
06/11/13				490944		QSL FARGO LLC			21.44
07/04/13	22243388	52060	00004	UE 15678275	23916	Buskey, Scott			
06/10/13				490944		QSL FARGO LLC			25.74
07/04/13	22243388	52060	00004	UE 15678275	23916	Buskey, Scott			
06/10/13				490944		MCDONALD'S 8193			6.49
07/04/13	22243388	52060	00004	UE 15678275	23916	Buskey, Scott			
06/12/13				490944		DOOLITTLES WOODFIRE GRILL			82.02
06/21/13	22243388	52060	00004	UE 15624255	36896	Warneke, Christopher			
06/11/13				492094		QSL FARGO LLC			28.14
06/21/13	22243388	52060	00004	UE 15624255	36896	Warneke, Christopher			
06/11/13				492094		CENEX			7.39

Invoice Date 07/17/13
 Invoice 5589287
 Project 22243388
 Reference WORK ORDER No 1

BILLING BACKUP

G/L DATE	JOB/	GL ACCT	TASK	DOC / INV#	EMP /	NAME /	HOURS /	RATE	BILLING
SRV DATE	LBR CMT				VENDOR #	DESCRIPTION	QTY		AMOUNT
06/21/13	22243388	52060	00004	UE 15624255	36896	Warneke, Christopher			5.75
06/10/13				492094		SUBWAY #25125			
06/21/13	22243388	52060	00004	UE 15624255	36896	Warneke, Christopher			20.08
06/10/13				492094		QSL FARGO LLC			
06/18/13	22243388	52060	00004	UE 15606910	38110	Moha, Thomas			20.43
06/11/13				486947		Quaker Steak & Lube			
06/18/13	22243388	52060	00004	UE 15606910	38110	Moha, Thomas			4.79
06/12/13				486947		Harwood C Store			
06/18/13	22243388	52060	00004	UE 15606910	38110	Moha, Thomas			21.53
06/10/13				486947		QSL FARGO LLC			
06/18/13	22243388	52060	00004	UE 15606910	38110	Moha, Thomas			5.82
06/13/13				486947		Harwood C Store			
Total Travel									1,936.78
EQUIPMENT RENTALS									
07/08/13	22243388	55420	00002	PV 7245433	1077159	Frontier Precision Inc			588.45
06/20/13				116069					
Total Equipment Rentals									588.45



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorneys
Nancy J. Morris
Jason T. Loos

July 30, 2013

Kent Costin
Finance Director
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Red River Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated July 19, 2013 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through June 30, 2013 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

A handwritten signature in black ink, appearing to be "ERJ", written over a horizontal line.

Erik R. Johnson

ERJ/jmf
Enclosure
cc: Pat Zavoral





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

July 19, 2013
Invoice No. 1886996

RECEIVED
BY _____ DATE 7-24-13

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

For Legal Services Rendered Through June 30, 2013

INVOICE TOTAL

Total For Current Legal Fees

\$4,353.75

Total For Current Invoice

\$4,353.75

Summary of Account

*Prior Balance Due

~~\$38,507.00~~ paid 7/19/13

Total Amount Due

~~\$39,860.75~~

*If payment has been submitted for prior balance due, please disregard.

790-7910-429-33-25
PJ = V00101

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

ABA Routing Number: 09100022
Account Number: 1602-3010-8500
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

Erik R. Johnson & Associates, Ltd.

Attorney at Law

505 Broadway - Suite 206

Fargo, ND 58102

(701) 280-1901

Statement

Date

7/25/2013

City of Fargo -- Auditor's Office

Attn: Kent Costin

200 North 3rd Street

Fargo, ND 58102

Amount Due

\$9,327.91

Date	Transaction	Amount	Balance
06/25/2013	Metro Flood Project- INV #2012-87 G. Due 06/29/2013. Orig. Amount \$3,498.60.	3,498.60	3,498.60
07/25/2013	INV #2012-94 G. Due 07/25/2013. Orig. Amount \$5,829.31.	✓ 5,829.31	9,327.91
<p><i>Handwritten:</i> A/C = 780-7910-429-33-25 PJ = V00102</p>			
<p><small>Pursuant to NDCC Sec.13-01-04, a late payment charge of 1.5% per month is assessed upon accounts not paid 30 days from billing date. You may at any time pay the total unpaid balance</small></p>			

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
5,829.31	3,498.60	0.00	0.00	0.00	\$9,327.91

We appreciate your business.

Erik R. Johnson & Associates, Ltd
Attorneys at Law
Erik R. Johnson - Nancy J. Morris - Jason T. Loos
505 Broadway - Suite 206
Fargo, ND 58102
(701) 280-1901

City of Fargo -- Auditor's Office
 Attn: Kent Costin
 200 North 3rd Street
 Fargo, ND 58102

Invoice

Date	7/25/2013
------	-----------

Description	Qty	Rate	Amount
Metro Flood Project:	19.3	191.25	3,691.13
Erik Johnson -- June 26 thru July 25, 2013 -- itemization enclosed			
Nancy J Morris -- June 26 thru July 25, 2013 -- itemization enclosed	12.9	165.75	2,138.18
<i>We appreciate your business.</i>		TOTAL:	\$5,829.31

July 25, 2013

Client: City of Fargo
Job: Metro Flood

Atty	DATE	DESCRIPTION	TIME
E	6/27/2013	Telephone conference with Molly Hunt; email to Nyhof - make changes to Oxbow MOU	1
E	7/1/2013	Conference with Nyhof	0.7
E	7/1/2013	Conference call with Cattanach	0.4
E	7/2/2013	Meeting with Birch, John Shockley and Keith Berndt and Mike Redlinger re: JPA Amendment	1
E	7/3/2013	Conference call with Nyhof, representatives of Oxbow Golf and representatives of Corps	1.3
E	7/8/2013	Work on drafting Ltd. JPA 2nd Amendment and presentaton for Diversion Authority meeting; preparation for Administrative Advisory meeting; attend Administrative Advisory meeting; receive and review Oxbow Golf and CC comments to MOU; and telephone conference with Nyhof	4
E	7/9/2013	Purchase Agreements for land from Brakke and from Brandt and send comments; telephone conference with tom O'Hara re: comments to Purchase Agreements; draft another email to Turman with suggested language	1.4
E	7/10/2013	Telephone conference with Cattanach and Pat Zavoral re: Corps	0.7
E	7/11/2013	Prepare for meetings today	0.5
E	7/11/2013	Conference with Nyhof, Zavoral, Berndt, O'Hara; attend Land Management Committee meeting; attend Diversion Authority meeting	3.8
E	7/24/2013	Telephone conference with O'Hara re: Design Agreement and JPA; email to set up meeting	0.8
E	7/25/2013	Review Oxbow Golf suggestions	0.5
E	7/25/2013	Prepare to meet with Pat Zavoral; meet with Pat Zavora and continue reviewing Oxbow Golf suggestions and analyzing same and making revisions to MOU	2.3
E	7/25/2013	Meeting with Pat and April and Berndt re: Metro Flood	0.9
Total Time			19.30
Hourly Rate - ERJ \$			191.25
Total Fees - ERJ \$			3691.13
N	6/27/2013	Review correspondence re: Oxbow MOU and work in kind credit	0.5
N	7/8/2013	Staff meeting	1.5
N	7/11/2013	Attend land management and diversion authority meetings	3.5
N	7/12/2013	Review correspondence re: appraisal; correspondence re: review	0.5
N	7/19/2013	Correspondence re: review of appraisal & addendum to PA	0.3
N	7/22/2013	Correspondence re: appraisal status; contact w/ hardship acquisition	0.6
N	7/23/2013	Contract review; correspond w/ Bruce Spiller; research re: PE license/registration; review correspondence re: Bidder prequalification	2
N	7/23/2013	Hardship acquisition - discuss w/ Jim Sanden; review re: appraisal; review Corps review	1.5
N	7/24/2013	Scilley Hardship - correspondence, draft & revise docs; HUD correspondence	1.5

July 25, 2013

Client: City of Fargo
Job: Metro Flood

Atty	DATE	DESCRIPTION	TIME
N	7/25/2013	Pre-qualification for review; Hardship correspondence & documents	1
			Total Time 12:90
			Hourly Rate 165.75
			Total Fees - NJM 2138.18

montplaisirm@casscountynynd.gov<mailto:montplaisirm@casscountynynd.gov>
701-241-5627

From: Kim Nichols [mailto:knichols@fmrealestate.com]
Sent: Tuesday, August 6, 2013 9:01 AM
To: Montplaisir, Michael; Eric.Dodds@AE2S.com<mailto:Eric.Dodds@AE2S.com>;
Dirk.Draper@CH2M.com<mailto:Dirk.Draper@CH2M.com>; {Flood Diversion}-Costin, Kent
Cc: mwagner@fmrealestate.com<mailto:mwagner@fmrealestate.com>; 'Ray Fairchild'
Subject: 121 Oxbow Drive, Oxbow

Hello Mike, Eric, Dirk, and Kent:

The home in Oxbow that was just purchased is quite a large home and very unique.

Our recommendations for 121 Oxbow Dr are to do the following:

There was no refrigerator in the kitchen. Since the other appliances are fairly old, we recommend replacing the oven, microwave and dishwasher also.

We suggest purchasing the same package as was purchased for 744 in stainless Steel/Black. This would look better in the kitchen than the old white ones there. I can take pictures of the kitchen as it is now and send them. An estimated cost of \$3,000.

3000

Paint interior of the home removing wallpaper boarder in 1 room and making minor wall repairs and color changes as needed. A painter I use did look at the interior of the home over the weekend and quoted \$2,200 labor to paint everything plus paint and materials. He estimates 20 gallons at \$20 per gallon so about \$400-500 for a total of approximately \$2,700. This would be walls only as the ceilings appeared fine.

2700

The lower carpeting is an outdated plaid pattern. Although this carpet is not in bad shape, it probably won't appeal to most prospective tenants. I can take pictures and send them. We would recommend replacing this carpeting to complement the other carpets in the home which are in good shape. If you are in favor of replacing, I can pursue an estimate.

The upper level carpets just need professional carpet steam cleaning, roughly a cost of \$500-600.

600

There are at least 3 sets of blinds that should be replaced on the patio doors as they are old and unattractive-roughly a cost of \$500.

500

The landscaping and plants in the yard need weeding and trimming. Also some low hanging tree branches over the driveway and by the garage also should be snipped off. Roughly a cost of \$500.

500

320

Miscellaneous repairs inside where needed. I haven't made a list as yet.

INS 2169.78

Mark Wagner felt a home inspection should be done to inspect the sauna, hot tub, jacuzzi tubs, roof etc. I set that up on the other 2 homes and could do so again for this one. The previous inspections cost \$320 however, since this home is larger, it may be more.

\$9800

And, after improvements are done, a final thorough cleaning needs to be done.

There may be additions to this recommendation as more time is spent at the property.

Kim Nichols