

FLOOD DIVERSION BOARD OF AUTHORITY
Thursday, February 13, 2014
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. Management Information
 - a. PMC report
 - b. Corps of Engineers report
5. Administrative/Legal Information/action
 - a. Election of chair and vice chair for 2014
 - b. Construction Memorandum of Understanding (MOU) Item 5b.
6. Technical Information/action
 - a. Design Contracts/Task Orders/Authority Work Directives Item 6a.
 - i. Task Order No. 1 Amendment 4-Project Management Item 6a. (i)
 - ii. Task Order No. 6 Amendment 4-Land Management Item 6a. (ii)
 - iii. Task Order No. 8 Amendment 6-Work-In-Kind (WIK) Item 6a. (iii)
 - iv. Task Order No. 10 Amendment 4-Utilities Design Item 6a. (iv)
 - v. AWD-00035 – 4th Street Levee Pump Station Item 6a. (v)
 - b. DP-00034 Utilities Relocation Compensation Policy Item 6b.
 - c. Red River Basin Commission update
7. Public Outreach Information
 - a. Committee report
 - b. Business Leaders Task Force update
8. Land Management Information/action
 - a. Committee report
 - b. CCJWRD update
9. Finance Information/action
 - a. Committee report
 - b. Voucher approval Item 9b.
10. Other Business
11. Next Meeting – March 13, 2014
12. Adjournment

cc: Local Media

**FLOOD DIVERSION BOARD OF AUTHORITY
JANUARY 21, 2014 – 1:30 PM**

Item 2.

1. MEETING TO ORDER

A special meeting of the Flood Diversion Board of Authority was held Tuesday, January 21, 2014 at 1:30 PM in the Fargo City Commission Room with the following members present: Cass County Commissioner Mary Scherling; Cass County Commissioner Ken Pawluk; West Fargo City Commissioner Mike Thorstad; Fargo Mayor Dennis Walaker; Fargo City Commissioner Tim Mahoney; Fargo City Commissioner Brad Wimmer; Cass County Joint Water Resource District Manager Rodger Olson; Clay County Commissioner Kevin Campbell; and Moorhead City Council Member Nancy Otto.

Staff members and others present: Cass County Administrator Keith Berndt; Fargo City Administrator Pat Zavoral; Clay County Administrator Brian Berg; Bruce Spiller, CH2MHill; Brett Coleman, Project Manager, Corps of Engineers (via conference call); and Fargo City Attorney Erik Johnson.

2. MINUTES APPROVED

MOTION, passed

Mr. Walaker moved and Ms. Otto seconded to approve minutes from the December 19, 2013, meeting as presented. Motion carried.

3. MINNESOTA DNR CONTRACT AMENDMENT

Keith Berndt said staff was authorized at the last meeting to negotiate a contract with the Minnesota Department of Natural Resources (DNR) for an Environmental Impact Statement (EIS) at an estimated cost of \$750,000. He said now that scoping is complete, the more exact figure is available and this special meeting was called to authorize the cost increase. He said negotiations with the DNR have resulted in an estimated contract of \$1,146,618, an increase of nearly \$400,000.

In response to Mr. Pawluk's question about whether the increase may be because the DNR seems opposed to the project, Bruce Spiller said the figures do not appear to be inflated. He said originally \$750,000 was in the contract as a placeholder, even before the scoping process was started. Following the scoping process, he said, a supplemental Environmental Assessment (EA) was completed from which they were able to compile a more complete figure for negotiations; however, that was not available at the time of the last meeting so the number approved was the only figure available at that time.

Mark Bittner said he sat in on the EIS meetings and it appears to him they are intent on following Minnesota laws.

In response to a question from Rodger Olson about whether all federal projects go through this type of review by the states and if the Diversion Authority is bound by this EIS, Mr. Coleman said the Corps works with states for the permits required.

He said Minnesota issues their requirements and the Corps works with the sponsors to help complete the permit application process.

MOTION, passed

Ms. Otto moved and Mr. Campbell seconded to approve a contract amendment with the Minnesota DNR for EIS preparation in the estimated amount of \$1,146,618. Motion carried.

4. EXECUTIVE SESSION

Erik Johnson asked that the Board meet in executive session in the River Room for a discussion with legal counsel on the lawsuit filed by the Richland-Wilkin Joint Powers Authority v. Diversion Authority.

MOTION, passed

Mr. Walaker moved and Mr. Wimmer seconded to meet in executive session to discuss pending litigation based on North Dakota Century Code Section 44-04-19.1, the exception allowed for attorney consultation and/or negotiation strategy or instructions. On roll call vote, the motion carried unanimously.

The Flood Diversion Board members, administrative staff and legal counsel moved to the River Room for the executive session at 1:39 PM, and returned to the meeting at 2:31 PM.

5. NEXT MEETING DATE

The next meeting will be held on Thursday, February 13, 2014 at 3:30 PM.

6. ADJOURNMENT

MOTION, passed

On a motion by Mr. Pawluk, seconded by Ms. Otto, and all voting in favor, the meeting was adjourned at 2:33 PM.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF THE ARMY
AND THE
CITY OF FARGO, NORTH DAKOTA,
THE CITY OF MOORHEAD, MINNESOTA,
AND THE
FLOOD DIVERSION BOARD OF AUTHORITY
FOR WORK PROVIDED OR PERFORMED
PRIOR TO EXECUTION OF
A
PROJECT PARTNERSHIP AGREEMENT
FOR
THE FARGO-MOORHEAD METROPOLITAN AREA FLOOD RISK
MANAGEMENT PROJECT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the "MOU") is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer St. Paul District (hereinafter the "District Engineer") and the City of Fargo, North Dakota, represented by its Mayor, the City of Moorhead, Minnesota, represented by its Mayor and City Manager, and the Flood Diversion Board of Authority, represented by its Chairman (hereinafter the "Non-Federal Interests").

WITNESSETH, THAT:

WHEREAS, Section 221(a) of the Flood Control Act of 1970, as amended by Section 2003 of the Water Resources Development Act of 2007, provides that a cost sharing partnership agreement may provide credit for the value of materials or services provided before the execution of such cost sharing partnership agreement if the Secretary and the non-Federal interests enter into an agreement under which the non-Federal interests shall carry out such work and only work carried out following the execution of such agreement shall be eligible for credit;

WHEREAS, the Non-Federal Interests understand and acknowledge that any credit for eligible in-kind contributions will be afforded only toward the required non-Federal contribution of funds (i.e. cash contribution) under the Project Partnership Agreement for the project or separable element of the project except such credit will not be afforded toward the non-Federal requirement to provide in cash 5 percent of the costs allocated to structural flood damage reduction; and

WHEREAS, by letter dated November 8, 2013, the Non-Federal Interests stated their intent to perform certain work (hereinafter the "Proposed Work", as defined in Paragraph 1 of this MOU) prior to the execution of the Project Partnership Agreement for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project at the Fargo, North Dakota and Moorhead, Minnesota Metropolitan Area.

NOW, THEREFORE, the Government and the Non-Federal Interests agree as follows:

1. The Non-Federal Interests shall provide or perform the Proposed Work in accordance with the terms and conditions of this MOU. The Proposed Work shall consist of permanent levees along the banks of the Red River of the North within the City of Fargo and the City of Moorhead, and a community ring levee around Oxbow, Hickson, and Bakke, North Dakota, as generally described in the letter from the Non-Federal Interests.
2. The Non-Federal interests shall develop any additional necessary engineering plans and specifications for the Proposed Work.
3. The Non-Federal Interests shall complete all necessary environmental coordination and obtain all applicable Federal, State, and local permits required for the performance of the Proposed Work.
4. The Non-Federal Interests shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction and subsequent operation and maintenance of the Proposed Work, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.
5. Nothing in this MOU creates any duty, obligation, or responsibility for the Government. Any activity undertaken by the Non-Federal Interests for the implementation of the Proposed Work is solely at the Non-Federal Interests' own risk and responsibility.
6. The Non-Federal Interests shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this MOU to the extent and in such detail as will properly reflect total costs for the Proposed Work and the Non-Federal Interests shall make such evidence available for inspection and audit by authorized representatives of the Government.
7. The Non-Federal Interests understand that any costs incurred for the clean-up of hazardous material regulated by the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"; 42 U.S.C. Sections 9601-9675), that may exist in, on, or under lands, easements, or rights-of-way required for the Proposed Work are a Non-Federal Interest responsibility and that no credit shall be afforded for such clean-up costs. In addition, the Non-Federal Interests understand that as between the Government and the Non-Federal Interests, the Non-Federal Interests shall be considered the operators of the Proposed Work for the purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Interests shall operate, maintain, repair, replace, and rehabilitate the Proposed Work in a manner that will not cause liability to arise under CERCLA.

8. The parties to this MOU shall each act in an independent capacity in the performance of their respective functions under this MOU, and neither party is to be considered the officer, agent, or employee of the other.

9. The Non-Federal Interests understand that to be eligible for credit for the costs of the Proposed Work:

a. The Government must make a determination that the Proposed Work is integral to the project;

b. The Proposed Work shall be subject to a review or on-site inspection, as applicable, and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies;

c. The costs for the Proposed Work that may be eligible for credit shall be subject to an audit by the Government to determine the reasonableness, allocability, and allowability of such costs;

d. The costs incurred for the Proposed Work are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the Proposed Work is completed and the time that credit may be afforded;

e. The Non-Federal Interests shall not use Federal program funds (either funds or grants provided by a Federal agency as well as any non-Federal matching share or contribution that was required by such Federal agency for such program or grant) for the Proposed Work unless the Federal agency providing the Federal portion of such funds verifies in writing that such funds are authorized to be used to carry out the Proposed Work;

f. Only the costs of the Proposed Work that do not exceed the Government's estimate of the cost of such work if the work been accomplished by the Government may be eligible for credit;

g. Any contract awarded for the Proposed Work shall include provisions consistent with all applicable Federal laws and regulations and the Non-Federal Interests shall comply with all applicable Federal and State laws and regulations, including, but not limited to Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army";

h. The Non-Federal Interests must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work

Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)); and

i. Crediting for the costs of the Proposed Work may be withheld, in whole or in part, as a result of the Non-Federal Interests' failure to comply with the terms of this MOU.

10. If the parties agree to enter into a Project Partnership Agreement for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project at the Fargo, North Dakota and Moorhead, Minnesota Metropolitan Area, then the Project Partnership Agreement will contain provisions regarding affording credit for costs of the Proposed Work, if the Secretary determines that the Proposed Work is integral to the project.

11. Execution of this MOU shall not be interpreted as a Federal assurance regarding later approval of any project; shall not commit the United States to any type of reimbursement or credit for the Proposed Work; does not alter any process to be followed by the Government in making a determination to execute a future Project Partnership Agreement; nor does it provide any assurance that any future agreement will ever be executed for the project, the Proposed Work, or any portion of the project. Further, this MOU shall not be interpreted to signify any Federal participation in or commitment to the project or the Proposed Work. Finally, this MOU shall not be construed as committing the Government to assume any responsibility placed upon the Non-Federal Interests or any other non-Federal entity or as preventing the Government from modifying the project that could result in the Proposed Work performed by the Non-Federal Interests no longer being an integral part of the design of the project.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

CITY OF FARGO, NORTH DAKOTA

BY: _____
Daniel C. Koprowski
Colonel, Corps of Engineers
District Engineer
St. Paul District

BY: _____
Dennis R. Walaker
Mayor
City of Fargo, North Dakota

DATE: _____

DATE: _____

CITY OF MOORHEAD, MINNESOTA

CITY OF MOORHEAD, MINNESOTA

BY: _____
Del Rae Williams
Mayor
City of Moorhead, Minnesota

BY: _____
Michael J. Redlinger
City Manager
City of Moorhead, Minnesota

DATE: _____

DATE: _____

FLOOD DIVERSION BOARD OF AUTHORITY

BY: _____
Darrell Vanyo
Chairperson
Flood Diversion Board of Authority

DATE: _____

CERTIFICATE OF AUTHORITY

I, Erik Johnson, do hereby certify that I am the principal legal officer of the City of Fargo, North Dakota, that the City of Fargo, North Dakota is a legally constituted public body with full authority and legal capability to perform the terms of the MOU between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Flood Diversion Board of Authority in connection with the Proposed Work to be provided or performed prior to execution of a Project Partnership Agreement for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project at the Fargo, North Dakota and Moorhead, Minnesota Metropolitan Area and that the persons who have executed this MOU on behalf of the City of Fargo, North Dakota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, _____.

Erik Johnson
Fargo City Attorney

CERTIFICATE OF AUTHORITY

I, John Shockley, do hereby certify that I am the principal legal officer of the City of Moorhead, Minnesota, that the City of Moorhead, Minnesota is a legally constituted public body with full authority and legal capability to perform the terms of the MOU between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and the Flood Diversion Board of Authority in connection with the Proposed Work to be provided or performed prior to execution of a Project Partnership Agreement for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project at the Fargo, North Dakota and Moorhead, Minnesota Metropolitan Area and that the persons who have executed this MOU on behalf of the City of Moorhead, Minnesota have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, _____.

John Shockley
Moorhead City Attorney

CERTIFICATE OF AUTHORITY

I, Erik Johnson, do hereby certify that I am the principal legal officer of the Flood Diversion Board of Authority, that the Flood Diversion Board of Authority is a legally constituted public body with full authority and legal capability to perform the terms of the MOU between the Department of the Army and the City of Fargo, North Dakota, the City of Moorhead, Minnesota, and Flood Diversion Board of Authority in connection with the Proposed Work to be provided or performed prior to execution of a Project Partnership Agreement for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project at the Fargo, North Dakota and Moorhead, Minnesota Metropolitan Area and that the persons who have executed this MOU on behalf of the Flood Diversion Board of Authority have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, _____.

Erik Johnson
Lead Counsel, Flood Diversion Board of Authority

Task Order Summary

Date: February 13, 2014

Task Order Summary	Budget Estimate (\$)
HMG Task Order No. 1, Amendment 4 – Project Management	\$ 65,000
<ul style="list-style-type: none"> • Public Involvement Assistance funding through end of FY14 • Adjust FY14 budgets for Project Controls and On-Call Services • Budget for 2014 Insurance 	
HMG Task Order No. 6, Amendment 4 – Land Management Services	\$ 0
<ul style="list-style-type: none"> • MN Right of Way funding through end of FY14 	
HMG Task Order No. 8, Amendment 6 – Work-In-Kind (WIK)	\$ 129,345
<ul style="list-style-type: none"> • MN EIS Preparation Support 	
HMG Task Order No. 10, Amendment 4 – Utilities Design and Identification	\$ 0
<ul style="list-style-type: none"> • WP-43 (OHB Ring Levee) – design of sanitary sewer relocation 	
Total of Task Orders	\$ 194,345

AWD Summary	Budget Estimate (\$)
HMG AWD-00035 - 4th Street Levee Pump Station Replacement	\$ 100,000
<ul style="list-style-type: none"> • Red River (In-Town) Levees - 4th Street Levee Pump Station Replacement 	
Total of Task Orders	\$ 100,000

TASK ORDER SUMMARY

HMG – Task Order No. 1 – Amendment 4 Project Management

Increase \$ 65,000

Description – Subtask 2:

Subtask 2 – Services of Engineer

- A. Provide lead project managers to manage day-to-day activities of the engineering design consultant and provide support for agency and public meetings.
- B. Provide project controls, including cost and schedule monitoring and reporting.
- C. Provide On-Call Services as directed in writing by Owner or Engineer.
- D. Insurance: Provide \$5M in project specific insurance as a project cost (\$5M of project specific insurance is to be provided at Engineer’s expense).

Background:

Project management services are required for design and Work In Kind (WIK) task orders contracted under the overall Master Services Agreement.

- A. Subtask 2.A.ii (Public Involvement Assistance) period of performance was extended to the end of FY14 without a budget increase.
 - a. Based on previous project needs the estimated cost budget to fund this subtask through the end of FY14 is \$ 100,000.
- B. Subtask 2.B (Project Controls) budget exceeds the estimated cost to fund this subtask through the end of FT14.
 - a. Based on previous project needs the estimated cost budget to fund this subtask through the end of FY14 is \$ -110,000.
- C. Subtask 2.C (On-Call Services) budget exceeds the estimated cost to fund this subtask through the end of FT14.
 - a. Based on previous project needs the estimated cost budget to fund this subtask through the end of FY14 is \$ -100,000.
- D. Subtask 2.D (Insurance) period of performance was extended to the end of FY14 without budget increase.
 - a. Based on previous project needs the estimated cost budget to fund this subtask through the end of FY14 is \$ 175,000.

Cost = \$ 65,000

Recommendation:

PMC recommends authorization for Task Order No. 1, Amendment 4 for \$ 65,000.

**HMG – Task Order No. 6 – Amendment 4
Land Management Services**

No Cost Change

Description –:

Prior to Amendment 4 of this Task Order, work under subtask 2.H (Draft Real Estate Opinion of Cost) was completed for the whole project, and work under subtasks 2.A through 2.G was previously done for the whole project (North Dakota and Minnesota). For Amendment 4 of this Task Order, the Engineer will generally provide land management services in Minnesota for the Diversion Project.

Background:

The Diversion Authority has assigned Cass County Joint Water Resource District (CCJWRD) to manage the negotiated acquisition of property in North Dakota for the Diversion Project, and the North Dakota land acquisition services of the three (3) selected firms are now contracted with the CCJWRD. For Amendment 4 of this Task Order, the Engineer will generally provide land management services in Minnesota for the Diversion Project.

Recommendation:

PMC recommends authorization for Task Order No. 6, Amendment 4 for a no cost change.

**HMG – Task Order No. 8 – Amendment 6
Work-In-Kind (WIK)**

Increase \$ 129,345

Description – Subtask 2.E.vi:

MN EIS Preparation Support

Provide technical and engineering services to analyze the social and economic effects of the proposed project and selected alternatives. Provide H&H modeling support and mapping as requested. Compile and provide project descriptions and available information of completed and currently funded flood risk reduction projects since FFREIS. Compile and provide county and city land use plans.

Background:

The Minnesota Department of Natural Resources (DNR) is preparing an EIS for the Fargo-Moorhead Flood Risk Management Project and requires support from the Diversion Authority to complete technical studies and reports for the EIS.

Cost budget = \$ 250,000

Description – Subtasks A, B, C, D, and E:

Previously Completed work

Reallocated budget remaining for completed work tasks to subtask 2.E.vi.

Background:

Work under these subtasks has been completed for less than the contract cost budgets.

Cost = \$ -120,654

Recommendation:

PMC recommends authorization for Task Order No. 8, Amendment 6 for \$ 129,345.

**HMG – Task Order No. 10 – Amendment 4
Utilities Design and Identification**

No Cost Change

Description– Subtask 2.C:

Relocation Design

Provide relocation design documents for two (2) City of Fargo sanitary sewer force mains.

Background:

Construction of the OHB Ring Levee requires relocation of existing utilities that cross the levee.

Recommendation:

PMC recommends authorization for Task Order No. 10, Amendment 4 as a no cost change.

AWD SUMMARY

AWD-00035

Add \$ 100,000

4th Street Levee Pump Station Replacement

Description:

Begin preliminary work on soil borings, planning, and VE study for 4th Street levee pump station design.

Background:

At the November 8, 2012 Diversion Board meeting, the Board requested the USACE add levees long the Red River to allow increased flow through the protected area. To allow 35 feet through town, the 4th Street levee requires certification. In order to meet certification criteria, the stormwater pump stations on the north end of the levee must be replaced.

This AWD authorizes soil borings, planning, and VE study work tasks to begin. The complete scope and fee for the pump station replacement design will be included in a new Task Order No. 13, Levee Design and Design Support. This task order is under development.

Cost incurred under this AWD is not to exceed \$100,000.00.

Task Order No. 1, Amendment 43

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 prior versions of this Task Order No. 1 and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude ENGINEER from invoicing for work authorized under prior versions of this Task Order and performed prior to effective date of this Amendment, even to the extent such prior work was revised by this Amendment. All other terms and conditions shall remain the same and are hereby ratified and affirmed by the parties.

1. Specific Project Data

- A. Title: Project Management
- B. Description: Provide overall project management of Engineer design teams and subcontractor design teams, coordinate with Owner and Program Management Consultant (PMC), and provide public involvement assistance.
- C. Background:
 - i. Project Management will be led by two lead Project Managers, who will report to and work closely with the PMC to plan, organize, and direct activities required to implement the project. The lead Project Managers will have primary responsibility for satisfactory completion of assigned Task Orders. Engineer will assist Owner with the Owner's public involvement process. Such assistance is anticipated to include, at the request of Owner or PMC, attending public meetings, preparing exhibits, displays, and presentations for public meetings, meeting with individuals or agencies, and other task to be determined.
 - ii. Provide project controls, including general scheduling and reporting, compliance with USACE, Owner, and PMC guidelines and protocols, schedule management, and invoicing.
 - iii. Provide on-call services as requested by Owner or PMC for tasks not included in defined scopes.

2. Services of Engineer

- A. Project Management
 - i. General responsibilities for this task include, but are not limited to, the following:
 - 1. Provide the primary points of contact with the PMC.
 - 2. Provide overall project management to satisfactorily complete assigned Task Orders.
 - 3. Provide day-to-day management oversight of Engineer's Design Consultant Teams (DCTs) for assigned Task Orders.
 - ii. Public Involvement Assistance: General responsibilities for this task include, but are not limited to, the following:
 - 1. Attend public meetings and meetings with individual property and business owners. For requested public events, attend and give project presentations.

2. Prepare exhibits, displays, and presentations for public meetings.
3. Develop project animations of staging area and function of Diversion.
4. Provide up to 8 staff for individual meetings with residents in the upstream staging area communities of Oxbow, Hickson, and Bakke.
5. Meet with individuals or agencies, and other tasks determined by Owner or PMC.

Deliverables

- i. Monthly reports
- B. Project Controls: Responsibilities for this task include, but are not limited to, the following:
- i. General
 1. Establish and maintain task order cost and schedule reporting systems.
 2. Prepare budget and schedule reports, implement cost and schedule variance reporting systems, and issue periodic variance reports.
 3. Establish and maintain a change control system.
 4. Track and report status for each task order.
 - ii. USACE/Diversion Authority Compliance
 1. Develop Project Management Guide/Protocols Document
 2. Develop Project Specific Safety Plan
 3. Develop Project Document Controls/Standards
 4. Develop Quality Assurance Plan (QAP)
 5. Develop survey standards
 - iii. Schedule Management
 1. Review and monitor task order schedules.
 2. Implement a schedule reporting system, which will monitor and manage the progress of project tasks on a monthly basis.

Deliverables

- i. Prepare and submit project controls budget and schedule updates for monthly reports, and monthly invoices.
- C. On-Call Services: Respond to requests for services from PMC for tasks not included in defined scopes. Requests will be provided by PMC in writing. Work will not be performed by Engineer without authorization by PMC or Owner.

Deliverables

- i. On-call service deliverables as requested.

- D. Insurance: Provide \$5M in project specific insurance as a project cost (\$5M of project specific insurance is to be provided at Engineer’s expense).

Deliverables

- i. Insurance Certificates naming the Diversion Board of Authority, Fargo, ND; City of Fargo, ND; Cass County, Fargo, ND; Cass County Joint Water Resource District, West Fargo, ND; City of Moorhead, MN; Clay County, Moorhead, MN; Buffalo-Red River Watershed District, Barnesville MN; North Dakota State Water Commission, Bismarck, ND; and CH2M HILL as additional insureds.

3. Owner's Responsibilities

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

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	March 8, 2012	September 30, 2014

5. Payments to Engineer

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

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

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A.i Project Management	1,849,175	0	1,849,175
A.ii Public Involvement Assistance	136,000	100,000	236,000
B. Project Controls	207,500	-110,000	97,500
C. On-Call Services	150,000	-100,000	50,000
D. Insurance	80,000	175,000	255,000
TOTAL	2,422,675	65,000	2,487,675

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, Inc.
- D. Kadrmas, Lee & Jackson
- E. Northern Technologies, Inc.
- F. SRF Consulting Group, Inc.

7. Other Modifications to Agreement: None

8. Attachments: None

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 March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

Signature Date

Jeffrey J. Volk

Name

President

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

Sr. Project Manager

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature Date

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

Task Order No. 6, Amendment 43

Item 6a. (ii)

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 prior versions of this Task Order No. 6 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: Land Management Services

B. Description: Perform land management services as requested during the pre- and early-acquisition period of the Diversion Project. Services are generally related to determination of design information, outreach communication with land owners affected by the project, and appraisals of properties requesting hardship purchase. Prepare and update the opinion of cost for the purchase of anticipated real property and easements for properties within proposed project.

- i. **Prior to Amendment 4 of this Task Order, work under subtask 2.H (Draft Real Estate Opinion of Cost) was completed for the whole project, and work under subtasks 2.A through 2.G was previously done for the whole project (North Dakota and Minnesota). For Amendment 4 of this Task Order, as listed in the scope below, the Engineer will generally provide land management services in Minnesota for the Diversion Project.**

B-C. Background: The Owner selected three (3) firms to perform land acquisition services at the Board meeting on February 9, 2012. During the design phase of the project, and prior to execution of the Project Partnership Agreement, the services will generally be related to acquiring Right-of-Entry authorization for determination of information required for design documents, communications with land owners within the project boundaries, communication with the United States Army Corps of Engineers (USACE) Real Estate staff, preparation of appraisals for specific parcels, and early acquisition of properties.

- i. The Owner has assigned Cass County Joint Water Resource District (CCJWRD) to manage the negotiated acquisition of property in North Dakota for the Diversion Project, and the North Dakota land acquisition services of the three (3) selected firms are now contracted with the CCJWRD. For Amendment 4 of this Task Order, as listed in the scope below, the Engineer will generally provide land management services in Minnesota for the Diversion Project.

2. Services of Engineer

A. Perform Right-of-Entry services as requested for FY-13. Activities include:

- i. Maintain the existing GIS database of parcels originally prepared by the USACE. Develop and maintain an interactive web-based GIS database showing right-of-entry status of parcels.
- ii. Prepare exhibits as required for contact with land owners.

- iii. Prepare right-of-entry agreements with land owners. Perform Title Research and exhibits as required for this process.
 - iv. Assign and manage contractors requiring access to properties for development of design related information.
 - v. Coordinate with legal support and Courts as required to gain right-of-entry for properties requiring court actions.
 - vi. Maintain communication with USACE real estate staff to coordinate right-of-entry activities.
- B. Perform appraisals on properties as directed by the PMC. Prepare appraisals based on Federal land acquisition guidelines.
- C. Attend up to five (5) meetings with land owner groups affected by the diversion project as requested. Prepare handouts and presentations as required with the land owner groups.
- D. Maintain communication with USACE real estate staff as required. Specific activities include weekly calls, exchange of database information including status of right-of-entry requests, and other periodic contacts.
- E. Acquire properties as directed by the PMC. Acquisition shall be in accordance with USACE guidelines as modified by Owner policy directives.
- F. As directed by the PMC, coordinate with the activities of other firms contracted with the Owner to perform tasks on the land management process. Ulteig Engineering, Inc. and ProSource Technologies, Inc. will be working for the Owner on land management activities concurrently.
- G. Prepare monthly report of Engineer activities and status of each active parcel.
- H. Draft Real Estate Opinion of Cost. Activities include:
- i. Retain appraisal firms to research recent comparable sales of lands similar to those found within the proposed project route by land use type and location. Compile research information by land use type and location in a sales data book. This information is for estimating purposes only, not for justification of appraisal services or purchase offers.
 - ii. Create a database of current properties located within the proposed project route based on the defined use and function.
 - 1. Urban platted but unoccupied lots
 - a. Determine the number of lots to be acquired within the proposed project boundaries
 - b. Utilize Assessed Value times a factor to update potential costs
 - c. Start with a factor of 127% and verify based off professional judgement and recent sales information
 - d. No Appraisals will be completed
 - 2. Urban housing by use
 - a. Verify the number of units to be acquired within the new project boundaries
 - b. Utilize Assessed Value times a factor plus relocation to update potential costs
 - c. Start with 127% and verify based off professional judgement and recent sales information
 - d. No Appraisals will be completed

3. Rural un-platted lands
 - a. Determine acreage to be purchased within the proposed project boundaries
 - b. Develop basic data book of recent sales to determine average value per acre of agricultural land to be used for cost update
4. Rural platted unoccupied lands
 - a. Determine the number of lots to be acquired within the proposed project boundaries
 - b. Utilize Assessed Value times a factor to update potential costs
 - c. Start with 127% and verify based off professional judgement and recent sales information
 - d. No Appraisals will be completed
5. Rural occupied homes and unoccupied structures (“farmsteads”)
 - a. Determine the number of farmsteads to be acquired within the proposed project boundaries and with impacts greater than 3 feet in staging area.
 - b. Determine and apply an average cost per farmstead to be acquired based off of preliminary assessment of value
 - c. Determine and apply an average cost per farmstead to be protected by levees or elevating for properties with impacts less than 3 feet in staging area.
6. Commercial properties
 - a. Determine the number of businesses to be acquired within the proposed project boundaries.
 - b. Determine values based off preliminary review by appraisal team for each property being acquired.
7. Permanent easements
 - a. Prepare estimated range of flowage easements for land in the staging area.
 - i. Option with stop gap insurance in place
 - ii. Option without stop gap insurance in place
8. Temporary construction easements
 - a. Use a fixed percentage of real estate purchase cost based on historical numbers within the region
9. Anticipated relocation costs by property use
 - a. Use values based on recent hardship appraisals
- iii. Update base maps with proposed project route to identify occupied farm sites and unoccupied structures.
- iv. Research flowage easement compensation practices and payment structures.
- v. Coordinate with other firms assisting on the cost update. Up to two (2) independent Appraisal firms may be developing portions of above scope under independent contracts with the Diversion Authority .
- vi. Prepare Draft Real Estate Opinion of Cost and Draft Summary Report outlining procedures and methodologies used in developing the Draft Real Estate Opinion of Cost.

Deliverables:

- i. Updated database of parcel status.
 - ii. Monthly report outlining land management activities performed and land acquisition status. Report costs for appraisals and property acquisition on a parcel basis. Identify appraisal and acquisition costs separately.
 - iii. Draft Real-Estate Opinion of Cost
 - iv. Draft Summary Report
3. Owner's Responsibilities

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

4. Times for Rendering Services

<u>Phase</u>	<u>Start Time</u>	<u>Completion Time</u>
All Work	March 8, 2012	September 30, 2014

5. Payments to Engineer

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

- i. Compensation for services identified under Subtasks A through G 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 A through G is not-to-exceed \$448,100 as defined in the table below.
- iii. Estimated budgets for Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, are based on an allowance.
 - a. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, is expended.
 - b. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, is expended.
 - c. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask B, Perform Appraisals, and Subtask E, Property Acquisition, without Owner's authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Rights-of-Entry	287,500	0	287,500
B. Perform Appraisals (Allowance)	50,000	0	50,000
C. Land Owner Meetings	15,600	0	15,600
D., F., G. Management and Coordination	50,000	0	50,000
E. Property Acquisition (Allowance)	45,000	0	45,000
H. Draft Real Estate Opinion of Cost	90,000	0	90,000
TOTAL	538,100	0	538,100

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

6. Consultants:
7. Other Modifications to Agreement: None
8. Attachments: None
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 March 8, 2012.

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature _____ Date _____

Jeffry J. Volk _____

Name _____

President _____

Title _____

Signature _____ Date _____

Darrell Vanyo _____

Name _____

Chairman, Flood Diversion Board of Authority _____

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 _____

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 _____

Task Order No. 8, Amendment 56

Item 6a. (iii)

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 prior versions of this Task Order No. 8 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: Work-In-Kind (WIK)
- B. Description: This task order will include requests by **United States Army Corps of Engineers (USACE)** for the Local Sponsor (Diversion Authority) to provide WIK services related to the Project.
- C. Background: As allowed by the Federal process, USACE is allowed to request the Diversion Authority provide services as WIK for services that USACE would normally do, but that the Diversion Authority has resources or particular expertise to perform.

2. Services of Engineer

A. MEANDER BELT WIDTH ANALYSES:

Background: Meander Belt Width Analysis was begun under a separate contract. This scope expands upon the work completed under the separate contract.

Develop a Technical Memorandum (TM) that provides estimates of the probability of non-exceedance for different meander belt widths given design flows and channel geometry of the Low Flow Channel (LFC), variability and uncertainty in the erodibility and shear strength of the soils along the LFC, and most likely scenarios for the sequence of diversion works commissioning.

Develop for the following six (6) reaches:

- I. Diversion outlet upstream to Rush River inlet
- II. Rush River inlet upstream to Lower Rush River inlet
- III. Lower Rush River inlet upstream to Maple River aqueduct
- IV. Maple River aqueduct upstream to Drain 14 inlet
- V. Drain 14 inlet upstream to Drain 21C inlet
- VI. Drain 21C inlet upstream to Sheyenne River aqueduct

Conduct the following tasks:

- I. Site visit of Red River and tributaries.
- II. Conduct geoprobe drilling, sediment coring, and carbon dating at transects along successive point bars in meander loops at the Red River of the North, Sheyenne River, and Rush River (upstream of channelized reaches) to determine channel migration rates over geologic time scale.
- III. Identify channel avulsion using LiDAR, and develop preliminary hypothesis about possible triggers.

- IV. Calculate meandering planform statistics for different reaches of the Red River of the North, Rush, Lower Rush, Maple, and Sheyenne Rivers and compare bankfull geometry and streamwise slope for bracketing of the proposed planform and cross section configuration of the LFC.
- V. Develop RVR Meander models for selected reaches of the Red River of the North, Rush, Lower Rush, Maple, and Sheyenne Rivers to obtain calibration parameters for evaluation of the proposed planform and cross section configuration of the LFC.
- VI. Quantify the ultimate meander amplitude of the proposed planform configuration of the LFC using RVR Meander in probabilistic fashion to account for the observed variability in hydrologic conditions and soil properties.
- VII. Provide most optimal, alternative planform and cross section configuration of the LFC that minimizes meandering adjustments in both the short- and long-term. Evaluate need for lateral and vertical erosion control features in the LFC or the main diversion channel.
- VIII. Assess impact of different scenarios for commissioning of diversion works on short-term LFC meandering adjustments using RVR meander in deterministic fashion.
- IX. Develop a summary of significant O&M activities for the West Fargo Diversion and Horace to West Fargo Diversion Channels. This will include a map for every year since the Diversion channels were constructed, including items such as quantities and lengths of sediment removal, riprap, structure installations or modifications, or surveys.
- X. Provide technical assistance and review to USACE on sediment transport analysis and Geomorphology Study.

The following data and definitions will be provided by USACE or Owner:

- I. The resistance to erosion and shear strength properties of the soils along the LFC, including ongoing laboratory tests of soil erodibility at Texas A&M, as well as more recent geotechnical field investigations conducted along the LFC and main diversion channel.
- II. The proposed LFC dimensions (cross sections, slope) and planform configuration.
- III. Design flow discharges for the LFC, including updates on the hydrology of frequent events.
- IV. Proposed vegetation coverage at the bottom of the main diversion channel.
- V. Report prepared by WEST Consultants (“Geomorphology Study of the Fargo, ND & Moorhead, MN Flood Risk Management Project”), including electronic files containing historical data compiled and new data collected.
- VI. Most likely scenarios for commissioning of diversion works.

Prepare a first Draft Technical Memorandum:

- I. Summarize key findings during initial site visit.
- II. Describe field investigations along successive point bars in meander loops; include laboratory results of carbon dating, if available.
- III. Identify channel avulsion areas, and of other geomorphic features (e.g., oxbows) characterizing river dynamics over long spatial and time scales.
- IV. Present meandering statistics for the Red River of the North, Rush, Lower Rush, Maple and Sheyenne rivers and compare to bankfull geometry and streamwise slopes.

- V. Provide initial description of approach for meander belt width analysis using RVR Meander, including modeling in probabilistic terms.
- VI. Develop and calibrate RVR Meander models for selected reaches of the Red River of the North, Rush, Lower Rush, Maple, and Sheyenne Rivers.

Prepare a second Draft Technical Memorandum:

- I. Describe approach for meander belt width analysis using RVR Meander and extended geomorphologic analysis of the Red River of the North and its tributaries.
- II. Process data for input into meander belt width analysis of LFC.
- III. Provide meander belt width analysis of LFC using RVR meander, and iterations with sediment transport calculations.
- IV. Extend geomorphologic analysis of the Red River of the North and its tributaries, including determination of channel migration rates and channel avulsion potential over long time scales.
- V. Recommend design planform and cross section configuration for Final Design of LFC.

Develop a brief, graphics-rich, PowerPoint presentation of the background and results. This presentation must be suitable for a non-technical audience.

Deliverables:

- I. REV2 Technical Memorandum – Meander Belt Width Analysis
- II. REV2 PowerPoint Presentation

B. IDENTIFICATION AND ASSESSMENT OF TIE-BACK LEVEES:

- I. Background: USACE is undertaking an analysis to determine if the tie-back levees would be classified as jurisdictional dams. If the tie-back levees are classified as dams, the impact to the project needs to be determined.
- II. Assist the Owner and PMC with identifying and assessing the impacts to the Project due to the possible reclassification of the tie-back levees to be jurisdictional dams. Assistance may include:
 - analysis and comparison of Federal, State of North Dakota, and State of Minnesota regulations
 - identification of applicable design criteria
 - analysis of floodplain impacts, including FEMA, state law and rules, and local jurisdiction regulations
 - assessment of spillway and flowway requirements
 - recommendations for options for the project

C. EMB OPENINGS:

- I. Background: prior to operation of the Diversion, the Fargo-Moorhead area may experience flood events. The partially constructed works should not increase the impacts of flooding.
- II. Determine the location and size of openings in the excavated material berms (EMBs) to prevent an increase in flood elevations from the “without project” case for the 10-yr and 100-yr events. In addition to analysis of Red River and Rush/Lower Rush River events, analyze Sheyenne River and Maple River events. Provide to USACE design teams.

D. DIVERSION INLET GATES:

- I. Background: the FM Diversion Feasibility Study recommended a fixed weir for the inlet to the Diversion Channel. A gated inlet may offer some advantages over the fixed weir.
- II. Develop preliminary layout and sizing of a gated inlet to the Diversion channel, including gate sizing and number of gates, to pass flows up to the Inflow Design Flood (IDF). Describe operation during the Probable Maximum Flood (PMF).
- III. Assess capacity limitations of the Sheyenne River aqueduct for events up through the IDF.
- IV. Determine advantages and disadvantages of a fixed weir and a gated structure, including reliability, operability, through-town hydrograph, environmental, and geotechnical considerations, and impacts on the volume, frequency, and duration of water in the staging and storage areas for the 10, 100, and 500 year events.
- V. Develop preliminary comparative cost estimates of each type of inlet.

- E. ON-CALL SERVICES: Respond to requests for services from PMC for tasks not identified to date. Requests will be provided by PMC in writing. Work will not be performed by Engineer without authorization by PMC or Owner.

Deliverables: On-call service deliverables as requested.

- I. MAXIMUM PROJECT DESIGN FLOWS. For approximately 15 Project flow scenarios, ranging from 0 – 250,000 cubic feet per second (cfs) and with a maximum flow rate through the diversion channel of 100,000 cfs:
 1. Use existing model runs with Fargo Gage range of 30-40 feet and interpolate when needed, determine the following:
 - Modeled flow rates through the diversion channel.
 - Modeled flow rates through the Red River.
 - The water surface elevation for the southern embankment (staging/storage area).
 2. For stages at the Fargo Gage up to 43 feet, conduct modeling to determine:
 - Modeled flow rates through the diversion channel.
 - Modeled flow rates through the Red River.
 - The water surface elevation for the southern embankment (staging/storage area).

Deliverables: Provide a table of results. Use template developed by USACE.

- II. LOCAL DRAINAGE PLAN. Complete the scope of work identified in AWD-00005, currently being executed under City of Fargo contract No. 5683-5.

Deliverables:

1. Technical Memorandum – Local Drainage Plan for the FM Diversion Project.
2. PowerPoint Presentation.

- III. REACH 1 LOW FLOW CHANNEL (LFC) MEANDER MODELING.

1. Model the Reach 1 LFC design developed by USACE using the RVR Meander software.

Deliverables:

1. Technical Memorandum.

IV. GEOMORPHOLOGY CONSULTING

1. Provide senior engineer ongoing engineering consultation, preparation for workshop with Minnesota Department of Natural Resources, and workshop participation.

V. MINNESOTA (MN) ENVIRONMENTAL IMPACT STATEMENT (EIS) SCOPING DOCUMENT

1. Participate in meetings and perform requested work to expand upon the upstream retention portion of the FM Diversion – Flood Frequency and Retention White Paper in combination with levees to 42.5 feet. Assist the USACE with comments on the MN EIS Combination of Measures without a Diversion alternative.

Deliverables:

1. Revised upstream retention white paper.

VI. MN EIS PREPARATION SUPPORT

1. Background: The Minnesota Department of Natural Resources (DNR) is preparing an EIS for the Fargo-Moorhead Flood Risk Management Project and requires support from the Owner to complete technical studies and reports for the EIS as listed below.
2. Socioeconomic Analysis:

The MN EIS requires information on the social and economic effects of reducing flood risk within the Fargo-Moorhead Metropolitan area and impacts in the staging area. This information is needed to satisfy the State's procedural requirements to assess social and economic factors as they relate to the Project and project alternatives (Minnesota Rules part 4410.2300 H) and address public comments received regarding the socioeconomic effects of the Project.

Quantitatively identify the socioeconomic impacts (costs) of the Project (including mitigation), as well as the flood damage reduction benefits arising from operation of the Project (including mitigation). Qualitatively identify the social implications of the Project.

Incorporate new and updated information in addition to what was incorporated into models developed for the Final Feasibility Report and Environmental Impact Statement (FFREIS). The EIS model outputs do not need to provide a side-by-side comparison of model outputs developed for the FFREIS or be comparable to model outputs that were presented in the FFREIS.

Develop model outputs for inclusion in the EIS that are quantitative cost/benefits for five different flood frequencies (10, 25, 50, 100, and 500-year) for all alternatives found to meet the purpose and need of the Project and carried forward in analysis. Use flood elevations from the H&H flood frequencies to populate one socioeconomic model to quantify flood-related costs and benefits. Identify and incorporate local and regional benefits into the analysis.

Describe social impacts, such as property buyouts, in monetary terms where possible and qualitatively disclose where the impact is not quantifiable. If possible, display the flood damages/fighting, development and qualitative social outputs geographically indicating North Dakota versus Minnesota and metropolitan versus rural.

1. Software: Hazus-MH 2.1 (FEMA) with user supplied data for economic analysis (IMPLAN default data not provided with this version).
2. Local and Regional Benefits – obtain from Corp's Regional Economic Development (RED) account or similar source. An IMPLAN model can be used to develop quantitative outputs from updated RED information that can be

added and/or subtracted from the costs and benefits output from the Hazus model.

3. Cost information for analysis:
 - a. Construction costs (quantitative)
 - b. Mitigation costs (quantitative)
 - c. Operation and maintenance costs (quantitative)
 - d. Social costs (qualitative)
4. Benefit information needed for analysis:
 - a. Flood damages/fighting (quantitative)
 - b. Development (quantitative)
 - c. Induced economic growth (quantitative)
 - d. Social (qualitative)
5. Analyze the following MN EIS alternatives (as described in the FSDD):
 - a. Proposed Project
 - b. Base No Action Alternative (no emergency measures)
 - c. C2 (move the Southern Alignment north 1.5 miles)
3. Other Studies and Support:
 - a. Compilation of completed and currently funded flood risk reduction projects since FFREIS – Develop list of project descriptions and available information.
 - b. County and city land use plans (relevant portions) – Develop summary information.
 - c. Analysis of hydrologic rating curve – Develop with updated H&H models that incorporate the most recent project modifications and mitigation measures (H&H -7.1 model update).
4. Deliverables
 - a. Model outputs for different flood frequencies for alternatives listed in VI.2.5.
 - b. For alternatives modeled, maps of the flood damages/fighting, development and qualitative social outputs displayed geographically indicating North Dakota versus Minnesota and metropolitan versus rural
 - c. Project descriptions and available information of completed and currently funded flood risk reduction projects since- FFREIS
 - d. Wetland impacts summary memo due to project changes
 - e. Summary of County and city land use plans
 - f. Updated H&H model

2-3. Owner's Responsibilities

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

3-4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
A. Meander Belt Width Analyses	April 12, 2012	October 31, 2012
B. Identification and Assessment of Tie Back Levees	June 1, 2012	October 31, 2012
C. EMB Openings	June 1, 2012	October 15, 2012
D. Diversion Inlet Gates	June 1, 2012	October 31, 2012
E. On-Call Services	TBD with each task	September 30, 2014
E.I-Maximum Project Design Flows	July 16, 2012	October 31, 2012
E.II-Local Drainage Plan	September 13, 2012	October 31, 2012
E.III-Reach 1 Low Flow Channel Meander Modeling	November 8, 2012	December 31, 2012
E.IV-Geomorphology Consulting	December 13, 2012	September 30, 2013
E.V-MN EIS Scoping Document Comment Support	April 24, 2013	September 30, 2014
E.VI-MN EIS Preparation Support	February 13, 2014	September 30, 2014

4-5. Payments to Engineer

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

- I. Compensation for services identified under Subtasks A through E 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 A through E is not-to-exceed ~~\$727,330~~ amount as defined in the table below.
- III. Estimated budget for Subtask B, Identification and Assessment of Tie-Back Levees, Subtask C, Diversion Inlet Gates, and Subtask E, On-Call Services, are based on an allowance.
 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask B, Identification and Assessment of Tie-Back Levees, Subtask C, Diversion Inlet Gates, and Subtask E, On-Call Services, is expended.
 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask B, Identification and Assessment of Tie-Back Levees, Subtask C, Diversion Inlet Gates, or Subtask E, On-Call Services, is expended.
 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask B, Identification and Assessment of Tie-Back Levees,

Subtask C, Diversion Inlet Gates, or Subtask E, On-Call Services, without Owner's authorization by an amendment to this Task Order.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
A. Meander Belt Width Analyses	322,330	-15,127	307,203
B. Identification and Assessment of Tie-Back Levees	40,000	0	40,000
C. EMB Openings (Allowance)	40,000	-11	39,989
D. Diversion Inlet Gates (Allowance)	75,000	-19,582	55,418
E. On-Call Services (\$250,000 Allowance)	177,000	-77,000	100,000
E.I. Maximum Project Design Flows	15,000	-1,342	13,658
E.II. Local Drainage Plan	10,000	-22	9,978
E.III. Reach 1 LFC Meander Modeling	18,000	-8,307	9,693
E.IV. Geomorphology Consulting	15,000	736	15,736
E.V. MN EIS Scoping Document Comment Support	15,000	0	15,000
E.VI. MN EIS Preparation Support	0	250,000	250,000
TOTAL	727,330	129,345	856,675

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. HDR, Inc.

7. Other Modifications to Agreement: None

8. Attachments: None

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 June 14, 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

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West Fargo, ND 58078

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E-Mail Address

(701) 237-5065

Phone

Fax

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature Date

Darrell Vanyo

Name

Board Chair

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Cass County Administrator

Title

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(701) 297-6020

Fax

Task Order No. 10, Amendment ~~34~~

Item 6a. (iv)

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 prior versions of this Task Order No. 10 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: UTILITIES DESIGN and IDENTIFICATION - OUTLET to I-94 (NORTH), I-94 to STAGING AREA (SOUTH), and RED RIVER LEVEES project areas.
- B. Description: Provide utility relocation plans, utility relocation services, utility relocation designs when required, utility relocation support services, relocation determination and performance specifications, for the relocation of utilities from the Diversion Outlet at the Red River (Station 0+00) through (Station 901+00) at I-94 (NORTH), from I-94 (Station 901+00) through the Diversion Inlet, Embankments, and Staging Area (SOUTH), and the RED RIVER LEVEES project area.
- C. Background: Various utilities such as power lines, communication lines, gas lines, and water lines have been identified and located within the proposed Diversion Channel footprint, embankments, Staging Area, and Red River levee project area, or will cross the Diversion Channel, and there may be additional utilities that have not yet been identified. These utilities will have to be relocated or abandoned prior to construction of the Diversion Channel, embankments, Staging Area, Red River Levees, and appurtenant structures. Some utilities will be relocated by contractors under contract with the Diversion Authority, while others will be relocated by the utility owner.

Currently identified utilities in the North Section include:

- I. Overhead power (9), buried power (4).
- II. Buried fiber optic (4), buried copper wire (7).
- III. Buried natural gas (2).
- IV. Buried water (8).

Anticipated utilities in the South Section include:

- I. Overhead power, buried power.
- II. Buried fiber optic, buried copper wire.
- III. Buried natural gas.
- IV. Buried water.
- V. Buried wastewater.

Anticipated utilities in the Red River Levee project area include:

- I. Overhead power, buried power.
- II. Buried fiber optic, buried copper wire.

2. Services of Engineer

A. UTILITY RELOCATION PLAN:

- I. Identify and field locate utilities from the Maple River to I-94.
- II. Obtain copies of filed easements from the Maple River to I-94.
- III. Work with impacted utility owners and provide utility relocation plans for impacted utilities from the Outlet to I-94.
- IV. Comply with requirements in the Fargo-Moorhead Metro Area Flood Risk Management Utility Relocation Requirements, (MFR No. 010, CEMVP-PM-B).
- V. Identify and field locate utilities from I-94 to the Staging Area.
- VI. Obtain copies of filed easements from I-94 to the Staging Area.
- VII. Meet with or contact impacted utility owners and develop preliminary utility relocation plans or approaches for impacted utilities from I-94 to the Staging Area.
- VIII. Develop preliminary utility relocation plans or approaches for impacted utilities in the 2nd Street/downtown Fargo area of the Red River Levees project.
- IX. Develop an estimated schedule or time frame and cost for each utility.

Deliverables:

- I. Preliminary Utility Relocation Plans (North, South, and Red River Levees).
- II. Final Utility Relocation Plans (North).

B. UTILITY RELOCATION SERVICES FOR SPECIFIC UTILITY OWNERS (NORTH):

- I. Work with impacted utility owners to develop utility relocation documents for impacted utilities.
- II. Provide performance specifications for utilities to be relocated by utility owners.
- III. Assist with negotiations of relocation agreements with the utility owners.

C. RELOCATION DESIGN ~~(NORTH)~~:

- I. Develop utility relocation design documents (technical specifications and drawings) for utilities to be relocated under contract to the Diversion Authority.
 1. **WP-43 (OHB Ring Levee) – Construction of the OHB Ring Levee requires relocation of existing utilities that cross the levee. Provide relocation design documents for two (2) City of Fargo sanitary sewer force mains. Include design documents in WP-43D (Road Raises and Interior drainage) design package and include in ATR submittal to USACE.**

Deliverables:

- I. Utility relocation design documents.

D. RELOCATION SUPPORT SERVICES (NORTH):

- I. If requested by Owner or PMC, review relocation documents prepared by utility companies.

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>
NORTH		
Utility Relocation Plan	06/14/12	08/31/12
Utility Relocation Services for Specific Utility Owners	06/14/12	9/30/14
Relocation Design	07/02/12	9/30/14
Relocation Support Services	07/16/12	9/30/14
SOUTH		
Utility Relocation Plan ¹	02/14/13	9/30/14
RED RIVER LEVEES		
2 nd Street/Downtown Area Utility Relocation Plan	04/24/13	6/30/14

5. Payments to Engineer

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

- I. Compensation for services identified under Subtasks A through D shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Appendix 2 of Exhibit C of the Agreement.
- II. The total compensation for services identified under the Task Order, for Subtasks A through D is not-to-exceed amount as defined in the table below.
- III. Estimated budget for Subtask C, Relocation Design, is based on an allowance.
 - 1. Engineer will notify Owner when eighty percent (80%) of the budget on Subtask C, Relocation Design, is expended.
 - 2. Engineer will prepare and submit an amendment for additional compensation when ninety percent (90%) of budget on Subtask C, Relocation Design, is expended.
 - 3. Engineer will not perform work beyond one hundred percent (100%) of the budget for Subtask C, Relocation Design, without Owner's authorization by an amendment to this Task Order.

¹ Schedule is subject to Diversion Authority obtaining rights of entry.

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
NORTH			
A. Utility Relocation Plan	37,000	0	37,000
B. Utility Relocation Services for Specific Utility Owners	22,000	0	22,000
C. Relocation Design (Allowance)	30,000	0	30,000
D. Relocation Support Services	5,000	0	5,000
SOUTH			
Utility Relocation Plan	194,000	0	194,000
RED RIVER LEVEES			
A. Utility Relocation Plan	50,000	0	50,000
TOTAL	338,000	0	338,000

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

6. Consultants: None
7. Other Modifications to Agreement: None
8. Attachments: None
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 June 14, 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



FARGO-MOORHEAD AREA DIVERSION PROJECT

AUTHORITY WORK DIRECTIVE

AWD-00035 REV-0

4th Street Levee Pump Station Replacement

		WORK TYPE:	<u>WIK</u>
TO:	<u>Houston-Moore Group, LLC</u>	DATE INITIATED:	<u>2/13/2014</u>
PROJECT:	<u>Fargo-Moorhead Diversion Engineering Design</u>		
OWNER:	<u>Flood Diversion Board of Authority</u>		

The following additions, deletions, or revisions to the Work have been ordered and authorized:

OBJECTIVE:

Begin preliminary work on soil borings, planning, and VE study for 4th Street levee pump station design.

BACKGROUND:

At the November 8, 2012 Diversion Board meeting, the Board requested the USACE add levees long the Red River to allow increased flow through the protected area. To allow 35 feet through town, the 4th Street levee requires certification. In order to meet certification criteria, the stormwater pump stations on the north end of the levee must be replaced.

SCOPE:

1. Begin detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the 4th Street Levee Pump Station replacement.

DELIVERABLES:

Deliverables will be defined in future Task Order No. 13, Levee Design and Design Support.

SCHEDULE:

Begin upon receipt of AWD. The above scope of work will be incorporated into future Task Order No. 13, Levee Design and Design Support, which will supersede this AWD.

HOW WORK IS PERFORMED:

This work will be performed on a time and material basis.

COST:

Cost incurred under this AWD is not to exceed \$100,000.00. This limit will not be exceeded without further written approval. The above scope of work will be incorporated into a future task order amendment, which will supersede this AWD. Costs associated with this AWD will be invoiced under existing Task Order No. 13, Amendment 4.

REASON FOR CHANGE(S):

Required to maintain schedule.

ATTACHMENTS (List Supporting Documents):

None

It is understood that this Authority Work Directive will not change the Contract Price or Times, but is evidence that the parties expect a Contract Amendment to be subsequently issued reflecting the changes.

Recommended by: CH2M HILL
Program Management Consultant

Bruce Spiller
Name

PMC Technical Services Manager
Title

Signature

Date

Ordered by: Flood Diversion Board of Authority
Owner

Darrell Vanyo
Name

Board Chair
Title

Signature

Date



Utilities Relocation Compensation Policy

DECISION PAPER NO.: DP-00034

Date: 2/10/2014

RECOMMENDATION FOR BOARD ACTION:

Motion is made that the Diversion Authority Board approve a policy to compensate utility owners, public and private, for costs associated with relocation of utilities due to the Diversion Project, whether or not such costs are determined to be "Compensable" by the US Army Corps of Engineers (USACE) for the purposes of crediting.

SUMMARY OF DECISION TOPIC:

The Diversion Authority, as Local Sponsor, is responsible for LERRDs (Land, Easements, Rights-of-Way, Relocations, and Disposal Areas). The "Relocation" portion of LERRDs includes relocation or replacement of utilities. Once the utilities to be relocated are identified by the technical team, information on those utilities is given to USACE for a determination of "Relocation Compensability". USACE will not provide credit as part of the cost share for relocations determined to be non-compensable. In general, USACE deems utilities non-compensable if the utility does not hold a real estate interest in the land that the utility is located in.

Attached is USACE's determination of compensability for Reaches 1-7. The majority (but not all) of the utilities were determined to be compensable.

EVALUATION OF KEY FACTORS FOR DECISION MAKING:

The utilities are being required to be relocated because of the Diversion Project. Staff recommends that the utility owners be compensated for relocation costs due to the project, whether or not USACE determines them to be compensable under USACE policy.

ATTACHMENT(S):

Letter from Terryl Williams, Project Manager, USACE, to Chairman Darrell Vanyo, Flood Diversion Board of Authority, Subject: Fargo-Moorhead Reaches 1-7; Facility/Utility Relocation Compensability, Jan 07, 2014.

Submitted by:

Bruce J. Spiller

Bruce J. Spiller, P.E.
CH2M HILL
Project Manager
Fargo-Moorhead Area Diversion Project

10 Feb 14

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: 10-Feb-14 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:



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

JAN 07 2014

Planning, Programs and Project Management Division
Project Management Branch

SUBJECT: Fargo-Moorhead Metro Reaches 1-7; Facility/Utility Relocation Compensability

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

Dear Chairman Vanyo:

In accordance with the Water Resources Development Act of 1986 (WRDA 86), Public Law 99-662, it is the responsibility of the non-Federal sponsor to perform, or ensure the performance of, all facility/utility relocations required for a Federally authorized water resources project. For cost-shared projects (e.g., the Fargo-Moorhead Metro Project), the expenses associated with relocations are either borne by the non-Federal sponsor ("Compensable") or utility owner ("Non-Compensable"). This determination is made based on the type of utility involved and/or extent of the real estate interest(s) that a facility/utility owner holds. For LERRD (Land, Easements, Rights-of-Way, Relocation, and Disposal Areas) crediting purposes, compensable relocations are recognized as creditable expenses. Non-compensable relocations are not afforded credit.

The term "relocation" generally means providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other eligible public facility, and railroad when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement of the affected facility or part thereof.

Based on information provided by the Flood Diversion Board of Authority, or respective utility owner, this agency has completed an "Attorney's Opinion of Compensability" for each of the following utility owners that will be affected by our Project (Reaches 1 through 7):

1. Cass County Electric Cooperative
2. Cass Rural Water Users District (CRWUD)
3. CHS, Inc.
4. Centurylink, Inc.
5. Magellan Pipeline Company, L.P.
6. Midcontinent Communications
7. Minnkota Power Cooperative, Inc.

8. Western Area Power Administration (WAPA)

CASS COUNTY ELECTRIC COOPERATIVE

Compensable Interest(s):

Cass County Electric Cooperative holds right of way easements for the following lines impacted by the project: a 1 phase underground line and two power pedestals on the western boundary of S36 T142N R49W and extending into the S1/2 of the NW1/4; the power pedestal and light pole at the eastern boundary of the NE1/4 of the SE1/4 of S35 T142N R49W; the 3 phase overhead line running along the interstate corridor in sections 17 and 20 of T141N R49W; the 1 phase overhead line on the northern boundary of S2 T140N R50W; the 1 phase underground line on the southern boundary of S2 T140N R50W; and the portion of the 1 phase overhead line on the southern boundary of the SW1/4 of S14 T140N R50W. The easements entitle Cass County Electric Cooperative to construct, operate, and maintain overhead and/or underground electric lines, as specified, at the identified locations. Easement rights are clearly a property interest and have been held compensable in eminent domain proceedings. Therefore, Cass County Electric Cooperative holds a compensable interest in its easements affected by the project.

Non-Compensable Interest(s):

It appears that the 1 phase overhead line on the western boundary of S10 T141N R49W and the portion of the 1 phase overhead line on the southern boundary of the SE1/4 of S14 T140N R50W are outside of any real estate interest held by Cass County Electric Cooperative.

CASS RURAL WATER USERS DISTRICT (CRWUD)

Compensable Interest(s):

CRWUD holds right of way easements for the following lines impacted by the project: the 1.5" pipe on the eastern boundary of SE1/4 S35 T142N R49W and S2 T141N R49W; the 3" pipe on the southern boundary of S35 T142N R49W and the eastern boundary of S2 T141N R49W; the 1 1/2" pipe on the southern boundary of S3 T141N R49W; the 1.5" pipe on the southern boundary of S17 and extending into the SE1/4 of S17 T141N R49W; the 1.5" pipe on the western boundary of S11 T141N R49W; the 6" pipe running east of the interstate right of way in S17 and S20 of T141N R49W; the portion of the 2" pipe in the SW1/4 of S2 T140N R50W; the portion of the 2" pipe in the SW1/4 of S14 T140N R50W; and the 8" and 12" pipes on the northern boundary of S23 T140N R50W. The easements entitle CRWUD to construct, maintain, and operate its water lines and other appurtenances. Easement rights are a property interest and have been held compensable in eminent domain proceedings. Therefore, CRWUD holds a compensable interest in its easements affected by the Project.

Non-Compensable Interest(s):

It appears that the 2" pipe and water valve on the eastern boundary of S9 and S16 of T141N R49W; the 1.5" pipe on the southern boundary of S16 of T141N R49W; the portion of the 2" pipe in the SE1/4 of S2 T140N R50W; and the portion of the 2" pipe in the SE1/4 of S14 T140N

R50W are outside of any real estate interest held by CRWUD. CRWUD states that the public right of way may have been used for installing the lines.

CHS, INC.

Compensable Interest(s):

CHS holds right of way contracts for the 8” gas pipeline running south of the railroad right of way in the S1/2 of S14 T140N R50W. The right of way contracts entitle CHS to construct, operate, maintain, replace, repair, and change the size of the pipeline and appurtenances. The right of way contracts are a type of easement, which have been held to be compensable property interests in eminent domain proceedings. Therefore, CHS holds a compensable interest in its easements affected by the Project.

Non-Compensable Interest(s):

None.

CENTURYLINK, INC.

Compensable Interest(s):

CenturyLink holds right of way easements for the following lines impacted by the project: the 6-pair drop wire along the eastern boundary of S35 T142N R49W; the two 25-pair cables on the northern boundary of S10 T141N R49W; the 11-pair cable along the western and southern boundaries of S16 T141N R49W; the single-pair drop wire along the southern boundary of S36 T141N R50W; the 200-pair copper cable along the northern boundary of S11 T140N R50W; the 75-pair copper cable running on the north side of the of the railroad right of way in the southern half of S14 T140N R50W; and the 6-pair drop wire along the northern boundary of S23 T140N R50W. The easements entitle CenturyLink to construct, operate, maintain, replace, and remove communication cables and other equipment. Easement rights are a property interest and have been held compensable in eminent domain proceedings. Therefore, CenturyLink holds a compensable interest in its easements affected by the Project.

Non-Compensable Interest(s):

It appears that the extension of the cable into the NW1/4 of S36 T142N R49W; the two single-pair copper wires along the western boundary of S10 T141N R49W; and the 6 fiber (toll) cable running east of the interstate right of way in the southern half of S17 and the northern half of S20 of T141N R49W are outside of any real estate interest held by CenturyLink.

MAGELLAN PIPELINE COMPANY, L.P.

Compensable Interest(s):

Magellan holds right of way agreements in the 6” gas pipeline running diagonally through the SE1/4 of S17 and the NE1/4 of S20 of T141N R49W, with the exception of drainage ditches, railroads, and highways. The agreements were acquired by Magellan’s predecessor in interest, Great Lakes Pipe Line Company, and entitle Magellan to lay, maintain, operate, replace, and remove a gas pipeline. The right-of-way agreements are a type of easement, which have been

held to be compensable property interests in eminent domain proceedings. Therefore, Magellan holds a compensable interest in its right-of-way agreements affected by the Project.

Non-Compensable Interest(s):

None.

MIDCONTINENT COMMUNICATIONS

Compensable Interest(s):

None.

Non-Compensable Interest(s):

Midcontinent has not presented any compensable interests impacted by this Project. Midcontinent has provided a Cass County Highway Department Utility Permit for the impacted fiber optic cable, which states in part, "Applicant shall promptly remove said facilities from highway right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to so do by the Board of County Commissioners." Utilities located in public rights-of-way must be relocated at the utility owner's expense if requested to do so by state or local authorities.

MINNKOTA POWER COOPERATIVE, INC.

Compensable Interest(s):

Minnkota holds utility easements for the 69 kV overhead powerline on the eastern boundary of S35 T142N R49W and S2 T141N R49W; the 69 KV overhead powerline in the E1/2 of the E1/2 of sections 9 and 16 of T141N R49W; the 345 KV overhead powerline in the S1/2 of the S1/2 of S11 T140N R50W; and the 230 kV overhead powerline in the S1/2 of the S1/2 of S11 T140N R50W. The easements entitle Minnkota to operate, maintain, repair, and reconstruct electric lines at the identified locations. Easement rights are clearly a property interest and have been held compensable in eminent domain proceedings. Therefore, Minnkota holds a compensable interest in its easements affected by the project.

Non-Compensable Interest(s):

None.

WESTERN AREA POWER ADMINISTRATION (WAPA)

Compensable Interest(s):

WAPA holds utility easements for the 115 kV overhead powerline running through the S25 and S36 T141N R50W and S2 T140N R50W. The easements entitle WAPA to construct, operate, and maintain an electric line at the identified locations. Easement rights are clearly a property interest and have been held compensable in eminent domain proceedings. Therefore, WAPA holds a compensable interest in its easements affected by the project.

Non-Compensable Interest(s):

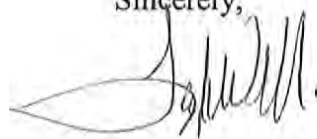
None.

These determinations of compensability/non-compensability can be revisited if additional information is provided by the non-Federal sponsor or utility.

Please note that to date, the non-Federal sponsors have yet to provide any information for the roads and railroads requiring relocation within Reaches 1-7, and any information for the remaining reaches of the Project, including the Oxbow/Hickson/Bakke Ring Levee and In-Town Levees. All compensability determinations should be completed during Planning, Engineering and Design (PED) and prior to the execution of a Project Partnership Agreement (PPA). That being said, due to the scale and complexity of this Project, it is proposed that the above-mentioned information be provided so that the determinations can be completed prior to the execution of any relocation agreements with utilities/entities.

If you have any questions, please contact me at (651) 290-5517 or via email at Terryl.L.Williams@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Williams', written over a horizontal line.

Terryl Williams
Project Manager

Copy furnished:

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

Honorable Dennis R. Walaker
Mayor of Fargo
200 Third Street North
Fargo, North Dakota 58102

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

Mr. Mark Bittner
City Engineer
200 Third Street North
Fargo, North Dakota 58102

FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 1/31/2014

	2011	2012	2013	2014	Cumulative Totals
Revenues					
City of Fargo	443,138	7,652,681	6,623,812	1,485,876	16,205,506
Cass County	443,138	7,652,681	6,623,812	1,485,876	16,205,506
State Water Commission	-	-	3,782,215	-	3,782,215
Other Agencies	98,475	1,700,595	1,471,958	330,195	3,601,223
Lease/Rental Payments	-	-	17,358	-	17,358
Miscellaneous	-	-	1,705	-	1,705
Total Revenues	984,750	17,005,957	18,520,860	3,301,946	39,813,514
Expenditures					
7905 Army Corp Payments	-	-	875,000	525,000	1,400,000
7910 WIK - Administration	107,301	331,321	77,614	600	516,836
7915 WIK - Project Design	149,632	5,366,147	2,603,135	-	8,118,915
7920 WIK - Project Management	679,037	7,223,650	4,592,253	180,000	12,674,940
7925 WIK - Recreation	-	163,223	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,486,241	2,596,070	8,974,595
7931 LERRDS - Minnesota	-	27,996	289,387	276	317,659
7940 WIK Mitigation - North Dakota	-	-	-	-	-
7941 WIK Mitigation - Minnesota	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	-	-
7951 Construction - Minnesota	-	-	-	-	-
7955 Construction Management	-	-	-	-	-
7990 Project Financing	-	50,000	70,000	-	120,000
7995 Project Eligible - Off Formula Costs	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	116
0000 Advance to City of Oxbow	-	-	7,527,231	-	7,527,231
Total Expenditures	984,750	17,005,957	18,520,860	3,301,946	39,813,514

FM Diversion Authority
 FY 2014 Summary Budget Report (In Thousands)
 January, 2014

	FY 2014 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	19,530	1,486	5,062			14,468
Cass County	19,530	1,486	5,062			14,468
State of ND - 50% Match	-	-	3,764			(3,764)
State of ND - 100% Match	26,600	-	19			26,581
State of Minnesota	-	-	-			-
Other Agencies	4,340	330	1,125			3,215
Financing Proceeds	-	-	-			-
Sale of Assets	-	-	-			-
Property Income	-	-	9			(9)
Miscellaneous	-	-	1			(1)
Total Revenue Sources	70,000	3,302	15,041			54,959
Funds Appropriated						
Army Corp Local Share	-	525	1,050	100%	1,050	(2,100)
Management Oversight	2,300	181	1,462	64%	1,175	(337)
Technical Activities	7,900	-	1,301	16%	7,799	(1,200)
Land Acquisitions	37,700	2,596	11,228	30%	1,911	24,561
Construction	18,700	-	-	0%	-	18,700
Other Costs	3,400	-	-	0%	20	3,380
Total Appropriations	70,000	3,302	15,041	21%	11,955	43,004

FM Diversion Authority
Summary of Cash Disbursements
Period: January 2014

Period/Year: 01/2014

Date: 2/3/2014

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7905-429.33-42	1/2/2014	JB01140003	ARMY CORP OF ENGINEERS	525,000.00	LOCAL SHARE Q2 FY14	V01101	Army Corp Local Share Pmt
Total Local Share to USACE - Army Corp of Engineers				525,000.00			
790-7910-429.33-20	2/3/2014	JB01140017	CITY OF FARGO	600.00	FISCAL SERVICES	V00102	General & Admin. WIK
Total WIK - General & Admin - Accounting Services				600.00			
790-7920-429.33-79	1/23/2014	246257	CH2M HILL ENGINEERS INC	\$ 180,000.00	JAN 2014	V00204	CH2M Hill-9.1.13-2.28.14
Total WIK Construction Mgmt. - Project Management				180,000.00			
790-7930-429-71-30	1/24/2014	WIRE	Cass County Joint WRD	1,636,230.00	Maier/Sorby Land Purchase	V01701	ND Land Purchases
	1/22/2014	WIRE	Cass County Joint WRD	959,840.00	Ueland Land Purchase	V01701	ND Land Purchases
Total - Land Purchases				2,596,070.00			
790-7931-429.34-65	2/3/2014	370	P CARD BMO	225.50	OHNSTAD TWICHELL PC	V01301	City of Moorhead ROE
Total LERRDS - Minnesota - Right of Entry Requests				225.50			
790-7931-429.62-51	1/23/2014	246368	RED RIVER VALLEY COOPERATIVE ASSOC	50.99	12/10/13-1/11/14 SERVICE	V02302	MN LAND PURCHASE-HARDSHIP
Total LERRDS - Minnesota - Electricity				50.99			
Total Disbursed for Period				\$3,301,946.49			

FM Diversion Authority
Summary of Cash Disbursements
Period 13 2013

Period/Year: 13/2013

Date: 2/3/2014

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-25	1/23/2014	246273	ERIK R JOHNSON & ASSOCIATES	\$ 2,118.54	METRO FLOOD PROJECT	V00102	General & Admin. WIK
Total WIK - General & Admin. - Legal Services				2,118.54			
790-7915-429.33-05	1/15/2014	246143	OXBOW, CITY OF	19,935.95	OHB LEVEE PROJECT	V02401	OXBOW MOU-PROJ MGMT ADMIN
	1/15/2014	246143	OXBOW, CITY OF	31,471.50	OHB LEVEE PROJECT	V02402	OXBOW MOU-PRELIM ENGINRNG
	1/15/2014	246143	OXBOW, CITY OF	6,473.86	OHB LEVEE PROJECT	V02403	OXBOW MOU-CONCEPT LAYOUTS
	1/23/2014	246396	URS CORPORATION	70,070.94	10/12-11/8/13	V01003	CULTURAL RESOURCES INVEST
	1/23/2014	246396	URS CORPORATION	24,019.31	11/9-12/13/13	V01003	CULTURAL RESOURCES INVEST
Total WIK - Project Design - Engineering Services				151,971.56			
790-7930-429.33-25	1/23/2014	246266	DORSEY & WHITNEY LLP	75,307.63	RED RIVER DIVERSION PROJ	V00101	Dorsey Whitney Legal
	1/23/2014	246266	DORSEY & WHITNEY LLP	66,721.77	RED RIVER DIVERSION PROJ	V00101	Dorsey Whitney Legal
	1/23/2014	246273	ERIK R JOHNSON & ASSOCIATES	4,019.61	METRO FLOOD PROJECT	V00103	General & Admin. LERRDS
Total LERRDS - North Dakota - Legal Services				146,049.01			
790-7930-429.80-17	1/8/2014	245895	CASS COUNTY TREASURER	83,421.43	2013 STATEMENT OF TAXES	V01701	ND LAND PURCHASES
	1/8/2014	245895	CASS COUNTY TREASURER	7,045.72	2013 STATEMENT OF TAXES	V01702	ND LAND PURCHASE-HARDSHIP
Total LERRDS - North Dakota - Property Tax - FMDA				90,467.15			
Total Disbursed for Period				\$390,606.26			

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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	-
V00101	790-7910-429.33-25	164852	9367	8/12/2013	DORSEY & WHITNEY LLP	4,353.75	4,353.75	-
V00101	790-7930-429.33-25	165352	9367	9/5/2013	DORSEY & WHITNEY LLP	21,732.00	21,732.00	-
V00101	790-7930-429.33-25	165933	9367	9/30/2013	DORSEY & WHITNEY LLP	19,416.00	19,416.00	-
V00101	790-7930-429.33-25	166666	9367	10/31/2013	DORSEY & WHITNEY LLP	21,699.00	21,699.00	-
V00101	790-7930-429.33-25	167420	9367	12/6/2013	DORSEY & WHITNEY LLP	45,518.80	45,518.80	-
V00101	790-7930-429.33-25	167892	9367	12/27/2013	DORSEY & WHITNEY LLP	75,307.63	75,307.63	-
V00101	790-7930-429.33-25	168263	9367	1/15/2014	DORSEY & WHITNEY LLP	66,721.77	66,721.77	-
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	-

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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	-
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	-

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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	120,000.00	20,000.00
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	-
V00102	790-7910-429.33-20	AJ	COF	7/29/2013	CITY OF FARGO	220.00	220.00	-
V00102	790-7910-429.55-10	164736	20829	8/7/2013	BROKERAGE PRINTING	117.38	117.38	-
V00102	790-7910-429.33-25	164853	16872	8/12/2013	ERIK R JOHNSON & ASSOCIATES	5,829.31	5,829.31	-
V00102	790-7910-429.38-99	165165	13981	8/23/2013	NORTH DAKOTA TELEPHONE CO	34.20	34.20	-
V00102	790-7910-429.33-20	AJ	COF	8/31/2013	CITY OF FARGO	1,020.00	1,020.00	-
V00102	790-7910-429.33-25	165353	16872	9/5/2013	ERIK R JOHNSON & ASSOCIATES	5,511.83	5,511.83	-
V00102	790-7910-429.33-20	AJ	COF	9/25/2013	CITY OF FARGO	400.00	400.00	-
V00102	790-7910-429.33-25	166296	16872	10/16/2013	ERIK R JOHNSON & ASSOCIATES	4,513.51	4,513.51	-
V00102	790-7910-429.33-20	AJ	COF	10/28/2013	CITY OF FARGO	620.00	620.00	-
V00102	790-7910-429.54-10	PCARD	646	11/1/2013	FORUM COMMUNICATIONS (ADVERT)	589.95	589.95	-
V00102	790-7910-429.33-25	166903	16872	11/12/2013	ERIK R JOHNSON & ASSOCIATES	3,468.00	3,468.00	-
V00102	790-7910-429.33-20	AJ	COF	11/27/2013	CITY OF FARGO	300.00	300.00	-
V00102	790-7910-429.33-25	167497	16872	12/10/2013	ERIK R JOHNSON & ASSOCIATES	3,590.36	3,590.36	-

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V00102	790-7910-429.33-20	AJ	COF	12/27/2013	CITY OF FARGO	1,000.00	1,000.00	-
V00102	790-7910-429.33-25	168179	16872	1/10/2014	ERIK R JOHNSON & ASSOCIATES	2,118.54	2,118.54	-
V00102	790-7910-429.33-20	AJ	COF	2/3/2014	CITY OF FARGO	600.00	600.00	-
V00103	790-7930-429.33-25	166296	16872	10/16/2013	ERIK R JOHNSON & ASSOCIATES	3,317.55	3,317.55	-
V00103	790-7930-429.33-25	166903	16872	11/12/2013	ERIK R JOHNSON & ASSOCIATES	1,856.40	1,856.40	-
V00103	790-7930-429.33-25	167497	16872	12/10/2013	ERIK R JOHNSON & ASSOCIATES	3,063.83	3,063.83	-
V00103	790-7930-429.33-25	168180	16872	1/10/2014	ERIK R JOHNSON & ASSOCIATES	4,019.61	4,019.61	-
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	4,789,574.02	210,425.98
V00204	790-7920-429.33-79	166165	20663	10/10/2013	CH2M HILL ENGINEERS INC	1,080,000.00	900,000.00	180,000.00
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	1,492,718.00	346,100.00	1,146,618.00
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	-

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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	480,488.42	-
V01003	790-7915-429.33-05	163308	17791	6/6/2013	URS CORPORATION	495,000.00	159,851.82	335,148.18
V01101	790-7905-429.33-42	AJ	CORP	6/19/2013	ARMY CORP OF ENGINEERS	350,000.00	350,000.00	-
V01101	790-7905-429.33-42	AJ	CORP	8/13/2013	ARMY CORP OF ENGINEERS	2,100,000.00	1,050,000.00	1,050,000.00
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	-
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	-
V01201	790-7930-429.61-50	166046	19734	10/3/2013	CASS COUNTY JOINT WATER RESOUR	230,503.75	230,503.75	-
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	-

**FM Diversion Authority
Outstanding Contracts
As of January 31, 2014**

Date: 2/4/2014

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance
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	-
V01301	790-7931-429.34-65	164693	1286	8/5/2013	OHNSTAD TWICHELL PC	266.50	266.50	-
V01301	790-7931-429.34-65	165314	1286	9/3/2013	OHNSTAD TWICHELL PC	61.50	61.50	-
V01301	790-7931-429.34-65	PCARD	339	11/1/2013	OHNSTAD TWICHELL PC	246.00	246.00	-
V01301	790-7931-429.34-65	167297	1286	12/2/2013	OHNSTAD TWICHELL PC	410.00	410.00	-
V01301	790-7931-429.34-65	PCARD	351	12/4/2013	OHNSTAD TWICHELL PC	102.50	102.50	-
V01301	790-7931-429.34-65	PCARD	370	2/3/2014	OHNSTAD TWICHELL PC	225.50	225.50	-
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	2,422,675.00	1,648,771.36	773,903.64
V01602	790-7930-429.33-05	151233	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	891,000.00	873,620.17	17,379.83
V01603	790-7915-429.33-05	151234	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	2,448,300.00	2,448,034.90	265.10
V01604	790-7930-429.33-05	151235	21007	5/31/2012	HOUSTON-MOORE GROUP LLC	1,566,000.00	1,521,617.33	44,382.67
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	508,425.27	29,677.73
V01607	790-7915-429.33-05	152022	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	240,000.00	178,264.90	61,735.10
V01608	790-7915-429.33-05	152023	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	727,330.00	493,453.65	233,876.35
V01609	790-7915-429.33-05	152024	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	1,313,341.00	584,482.62	728,858.38
V01610	790-7930-429.33-05	152025	21007	6/25/2012	HOUSTON-MOORE GROUP LLC	338,000.00	83,849.75	254,150.25
V01611	790-7930-429.33-05	155529	21007	10/2/2012	HOUSTON-MOORE GROUP LLC	771,000.00	211,123.13	559,876.87
V01612	790-7930-429.33-05	155530	21007	10/2/2012	HOUSTON-MOORE GROUP LLC	665,000.00	0.00	665,000.00
V01613	790-7915-429.33-05	157599	21007	11/29/2012	HOUSTON-MOORE GROUP LLC	4,800,000.00	889,291.72	3,910,708.28

**FM Diversion Authority
Outstanding Contracts
As of January 31, 2014**

Date: 2/4/2014

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance
V01614	790-7915-429.33-05	160644	21007	3/1/2013	HOUSTON-MOORE GROUP LLC	605,000.00	399,620.84	205,379.16
V01615	790-7915-429.33-05	165854	21007	9/25/2013	HOUSTON-MOORE GROUP LLC	500,000.00	568.00	499,432.00
V01616	790-7915-429.33-05	167178	21007	11/22/2013	HOUSTON-MOORE GROUP LLC	205,000.00	0.00	205,000.00
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	-
V01701	790-7930-429.80-17	167423	201	12/6/2013	CASS COUNTY TREASURER	83,421.43	83,421.43	-
V01701	790-7930-429.71-30	AJ	JB01140008	1/23/2014	CASS COUNTY JOINT WATER RESOUR	1,636,230.00	1,636,230.00	-
V01701	790-7930-429.71-30	AJ	JB01140007	1/23/2014	CASS COUNTY JOINT WATER RESOUR	959,840.00	959,840.00	-
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	-
V01702	790-7930-429.33-32	165248	21845	8/29/2013	MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-
V01702	790-7930-429.80-17	167423	201	12/6/2013	CASS COUNTY TREASURER	7,045.72	7,045.72	-
V01801	790-7930-429.33-05	155531	1714	10/2/2012	ULTEIG ENGINEERS INC	100,000.00	0.00	100,000.00
V01901	790-7930-429.33-05	155469	21258	10/1/2012	PROSOURCE TECHNOLOGIES, INC	100,000.00	5,191.96	94,808.04
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	-
V02001	790-7930-429.33-91	164785	10078	8/8/2013	COLDWELL BANKER	11,000.00	11,000.00	-
V02001	790-7930-429.33-91	167177	10078	11/22/2013	COLDWELL BANKER	4,500.00	4,500.00	-
V02101	790-7930-429.33-05	157607	12775	11/29/2012	RED RIVER BASIN COMMISSION	500,000.00	353,967.43	146,032.57
V02201	790-7915-429.38-99	163309	18968	6/6/2013	US GEOLOGICAL SURVEY	46,920.00	46,920.00	-
V02302	790-7931-429.71-30	166597	20529	10/30/2013	KENNELLY & OKEEFFE	281,554.91	281,554.91	-

**FM Diversion Authority
Outstanding Contracts
As of January 31, 2014**

Date: 2/4/2014

Project Number	Account Number	PO No.	Vendor No.	P.O. Date	Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance
V02302	790-7931-429.52-10	166725	3841	11/4/2013	DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-
V02302	790-7931-429.71-30	166975	11046	11/14/2013	RED RIVER TITLE SERVICES INC	255.00	255.00	-
V02302	790-7931-429.62-51	167042	21974	11/18/2013	RED RIVER VALLEY COOPERATIVE A	332.06	332.06	-
V02302	790-7931-429.62-52	167421	17677	12/6/2013	FERRELLGAS	496.00	496.00	-
V02302	790-7931-429.38-99	167422	296	12/6/2013	CURTS LOCK & KEY SERVICE INC	138.10	138.10	-
V02302	790-7931-429.38-99	167501	12673	12/10/2013	DONS PLUMBING	240.00	240.00	-
V02302	790-7931-429.33-06	167633	13109	12/16/2013	TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-
V02302	790-7931-429.62-51	167750	21974	12/19/2013	RED RIVER VALLEY COOPERATIVE A	44.60	44.60	-
V02302	790-7931-429.62-51	168368	21974	1/17/2014	RED RIVER VALLEY COOPERATIVE A	50.99	50.99	-
V02401	790-7915-429.33-05	167179	16980	11/22/2013	OXBOW, CITY OF	371,123.00	85,875.60	285,247.40
V02402	790-7915-429.33-05	167180	16980	11/22/2013	OXBOW, CITY OF	154,046.00	82,160.53	71,885.47
V02403	790-7915-429.33-05	167828	16980	12/23/2013	OXBOW, CITY OF	74,922.31	27,859.78	47,062.53
V02404	790-0000-129.80-01	AJ	22024	12/16/2013	COMMERCIAL TITLE LLC	3,869,270.00	3,869,270.00	-
V02404	790-0000-129.80-01	F15616	22024	12/17/2013	COMMERCIAL TITLE LLC	271.00	271.00	-
V02404	790-0000-129.80-01	F15620	196	12/19/2013	CASS COUNTY RECORDER	68.00	68.00	-
V02404	790-0000-129.80-01	F15617	2265	12/19/2013	TITLE COMPANY	3,641,500.00	3,641,500.00	-
V02404	790-0000-129.80-01	F15619	22035	12/19/2013	INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-
V02404	790-0000-129.80-01	F15639	20529	12/23/2013	KENNELLY & OKEEFFE	200.00	200.00	-
GRAND TOTAL						\$ 51,768,792.36	\$ 39,813,514.28	\$ 11,955,278.08

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of January 31, 2014**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
HOUSTON-MOORE GROUP LLC	\$ 18,935,749.00	\$ 10,687,107.09	\$ 8,248,641.91	Engineering Services
CH2M HILL ENGINEERS INC	11,411,244.99	11,020,819.01	390,425.98	Project Management
COMMERCIAL TITLE LLC	3,869,541.00	3,869,541.00	-	Oxbow MOU - Advance for Land Purchase
TITLE COMPANY	3,641,500.00	3,641,500.00	-	Oxbow MOU - Advance for Land Purchase
CASS COUNTY JOINT WATER RESOUR	3,266,814.53	3,266,814.53	-	Land Purchases, DPAC, and Right of Entry
ARMY CORP OF ENGINEERS	2,450,000.00	1,400,000.00	1,050,000.00	Local Share
MINNESOTA DNR	1,492,718.00	346,100.00	1,146,618.00	EIS Scoping
KENNELLY & OKEEFFE	1,216,339.83	1,216,339.83	-	Home Buyouts
URS CORPORATION	975,488.42	640,340.24	335,148.18	Engineering Services
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
DORSEY & WHITNEY LLP	646,658.50	646,658.50	-	Legal Services
OXBOW, CITY OF	600,091.31	195,895.91	404,195.40	City of Oxbow - MOU
HOUSTON ENGINEERING INC	576,669.57	576,669.57	-	Engineering Services
RED RIVER BASIN COMMISSION	500,000.00	353,967.43	146,032.57	Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
CASS COUNTY TREASURER	182,125.46	182,125.46	-	Property Tax
PFM PUBLIC FINANCIAL MANAGEMEN	140,000.00	120,000.00	20,000.00	Financial Advisor
ERIK R JOHNSON & ASSOCIATES	111,642.22	111,642.22	-	Legal Services
PROSOURCE TECHNOLOGIES, INC	100,000.00	5,191.96	94,808.04	Engineering Services
ULTEIG ENGINEERS INC	100,000.00	0.00	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing
ADVANCED ENGINEERING INC	50,000.00	50,000.00	-	Public Outreach
US GEOLOGICAL SURVEY	46,920.00	46,920.00	-	Stage Gages
GEOKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	31,446.77	31,446.77	-	Property Management Services
OHNSTAD TWICHELL PC	17,720.66	17,720.66	-	ROE and Bonding Legal Fees
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
CITY OF FARGO	11,240.00	11,240.00	-	Accounting Services
WARNER & CO	9,950.00	9,950.00	-	General Liability Insurance
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
RED RIVER TITLE SERVICES INC	675.00	675.00	-	Abstract Updates
NORTH DAKOTA TELEPHONE CO	624.80	624.80	-	Communication
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
RED RIVER VALLEY COOPERATIVE A	427.65	427.65	-	Electricity - Home Buyouts
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
CASS COUNTY RECORDER	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase
GRAND TOTAL	\$ 51,768,792.36	\$ 39,813,514.28	\$ 11,955,278.08	

**FM Diversion Authority
Lands Expense - Life To Date
As of January 31, 2014**

Property Address	Purchase Date	Purchase Price	Appraisal	Abstract	Tax Payment	Property Management Expense	Property Management Income	Total
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	166,874.29	-	-	650,890.29
105 Oxbow Drive, Oxbow ND	11/28/2012	216,401.85	-	250.00	4,993.72	13,629.98	(15,476.78)	219,798.77
744 Riverbend, Oxbow ND	12/3/2012	343,658.30	-	170.00	7,296.43	13,500.34	(17,100.00)	347,525.07
121 Oxbow Drive, Oxbow ND	7/31/2013	375,581.20	3,200.00	-	1,581.52	17,146.89	-	397,509.61
333 Schnell Drive, Oxbow ND	9/20/2013	104,087.79	-	-	1,379.50	-	-	105,467.29
387 170th Ave SW, Moorhead MN	11/1/2013	281,554.91	-	255.00	-	2,437.87	-	284,247.78
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	-	959,840.00
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	-	1,636,230.00
Total		4,401,370.05	3,200.00	675.00	182,125.46	46,715.08	(32,576.78)	4,601,508.81

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

Time Period for This Request: January 1, 2014 - January 31, 2014

Drawdown Request No: 4	
Requested Amount:	\$ -
Total Funds Expended This Period:	\$ -
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	\$ -
Total Funds Requested:	\$ -

STATE AID SUMMARY:	
Summary of State Funds Appropriated	
Appropriations from 2009 Legislative Session	\$ 45,000,000
Appropriations from 2011 Legislative Session	30,000,000
Appropriations from 2013 Legislative Session	100,000,000
Total State Funds Appropriated	\$ 175,000,000
Less: Payment #1 through #24 - City of Fargo	(44,315,048)
Less: Payment #1 - Cass County	(136,039)
Less: Payment #1 - FM Diversion Authority	(18,600)
Less: Payment #2 - FM Diversion Authority	(3,722,125)
Less: Payment #3 - FM Diversion Authority	(41,490)
Total Funds Reimbursed	\$ (48,233,302)
Total State Fund Balances Remaining	\$ 126,766,698

LOCAL MATCHING FUNDS SUMMARY:	
Matching Funds Expended To Date - City of Fargo	\$ 40,762,684
Matching Funds Expended To Date - Cass County	291,500
Matching Funds Expended To Date - FM Diversion Authority	85,488
Total Matching Funds Expended To Date	\$ 41,139,672
Less: Match Used on Payment #1 through #24 - City of Fargo	(33,828,676)
Less: Match used on Payment #1 - Cass County	(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority	(18,600)
Balance of Local Matching Funds Available	\$ 7,156,357



RECEIVED

JAN 30 2014

CASS COUNTY COMMISSION

Cass County
Joint Water
Resource
District

January 29, 2014

Mark Brodshaug
Chairman
Fargo, North Dakota

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

Rodger Olson
Manager
Leonard, North Dakota

Greetings:

Dan Jacobson
Manager
West Fargo, North Dakota

RE: Fargo-Moorhead Area Diversion
Access and Diversion Project Assessment Committee (DPAC)

Michael Buringrud
Manager
Gardner, North Dakota

Enclosed please find copies of bills totaling \$221,756 regarding the above referenced project. Of that amount, \$153,836.01 is related to work on access issues and \$67,919.99 is for DPAC work. At this time, we respectfully request 100% reimbursement as per the Joint Powers Agreement between the City of Fargo, Cass County and Cass County Joint Water Resource District dated June 7, 2010.

Raymond Wolfer
Manager
Argusville, North Dakota

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

Carol Harbeke Lewis
Secretary-Treasurer

Enclosures

1201 Main Avenue West
West Fargo, ND 58078-1301

701-298-2381
FAX 701-298-2397
wrj@co.cass.nd.us
casscountygov.com

FARGO-MOORHEAD METROPOLITAN FEASIBILITY STUDY COST SHARE INVOICES

28-Jan-14

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
9/25/2013	9/21/2013	123093	130007	40.00	Chnstad Twichell, P.C.	Oxbow Ring Dike-Legal
11/14/2013	10/21/2013	123572	100007	9,000.07	Chnstad Twichell, P.C.	Right of Entry
12/20/2013	11/21/2013	124416	100007	3,202.25	Chnstad Twichell, P.C.	Right of Entry
12/20/2013	11/21/2013	124440	130007	9,335.00	Chnstad Twichell, P.C.	Right of Way Acquisition
1/9/2014	12/19/2013	125111	100007	860.50	Chnstad Twichell, P.C.	Right of Entry
1/9/2014	12/19/2013	125137	130007	3,626.65	Chnstad Twichell, P.C.	Right of Way Acquisition
10/10/2013	9/25/2013			1,140.00	Erik R. Johnson & Associates, Ltd	Acquisition
11/14/2013	10/25/2013			2,506.00	Erik R. Johnson & Associates, Ltd	Legal
12/20/2013	11/25/2013			78.00	Erik R. Johnson & Associates, Ltd	Legal
1/9/2014	12/31/2013			46.00	Erik R. Johnson & Associates, Ltd	Legal
1/23/2014	1/23/2014	42850	R12.00049	1,121.00	Ulteig Engineering, Inc.	Land Management Services
10/10/2013	10/4/2013	38113028668	479407	24,000.93	CH2MHILL	Land Management Services
11/14/2013	11/5/2013	38113030064	479407	31,001.86	CH2MHILL	Land Management Services
12/20/2013	12/19/2013	38113034090	479407	30,507.01	CH2MHILL	Land Management Services
1/23/2014	1/14/2014	38114001264	479407	24,000.98	CH2MHILL	Land Management Services
10/10/2013	10/1/2013			15.00	Cass County Electric Cooperative	Service to 333 Schnell Drive
11/14/2013	11/4/2013			40.46	Cass County Electric Cooperative	Service to 333 Schnell Drive
12/20/2013	12/2/2013			182.17	Cass County Electric Cooperative	Service to 333 Schnell Drive
1/9/2014	1/5/2014			176.77	Cass County Electric Cooperative	Service to 333 Schnell Drive
1/23/2014	1/15/2014			90.19	Doug Nordick, River Valley Farms	CHB Crop Damage
1/23/2014	1/15/2014			1,200.38	Darcy Brandt	CHB Crop Damage
11/14/2013	11/14/2013			500.00	Mary Adams	Archeology Testing
12/20/2013	12/20/2013			900.00	Oxbow Golf & Country Club	Soil Borings
12/20/2013	12/20/2013			1,500.00	Duane E. Brandt Limited Partnership	Soil Borings
12/20/2013	12/20/2013			1,000.00	Fercho Family Farms LLLP	Soil Borings
12/20/2013	12/20/2013			250.00	Eldon Johnson et al	Soil Borings
12/20/2013	12/20/2013			250.00	Jon & Brenda Kaspari	Soil Borings
12/20/2013	12/20/2013			250.00	Holtan Tree Farm LLLP et al	Soil Borings
12/20/2013	12/20/2013			750.00	Arthur B Mathison	Soil Borings
12/20/2013	12/20/2013			800.00	Gren Bradshaw	Soil Borings
12/20/2013	12/20/2013			1,500.00	Joel and Camille Settemeyer	Easement
12/20/2013	12/20/2013			1,500.00	Fercho Family Farms LLLP	Easement
12/10/2013	12/10/2013			15.00	Cass County Joint Water Resource District	Wire fee for land purchase
9/20/2013	9/20/2013			15.00	Cass County Joint Water Resource District	Wire fee for land purchase
1/9/2014				1,379.50	Cass County Joint Water Resource District	Taxes for 333 Schnell Drive
Total				153,030.01		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
11/14/2013	10/21/2013	123582	120007	1,130.00	Chnstad Twichell, P.C.	Legal
12/20/2013	11/21/2013	124423	120007	1,024.00	Chnstad Twichell, P.C.	Legal
1/9/2014	12/19/2013	125119	120007	860.00	Chnstad Twichell, P.C.	Legal
10/10/2013	9/24/2013	6346	15043	232.50	Moore Engineering, Inc.	Engineering
10/31/2013	11/14/2013	6653	15043	1,500.75	Moore Engineering, Inc.	Engineering
1/23/2014	1/20/2014	7187	15043	827.80	Moore Engineering, Inc.	Engineering
10/24/2013	9/30/2013	35098	P11473-2012-00	26,054.33	AE2S	Engineering
11/14/2013	10/31/2013	36284	P11473-2012-00	12,065.07	AE2S	Engineering
12/20/2013	11/30/2013	36556	P11473-2012-00	17,073.75	AE2S	Engineering
1/23/2014	12/31/2013	37037	P11473-2012-00	7,361.96	AE2S	Engineering
12/18/2013	12/10/2013			7.68	Cass County Joint WRD	Copies - 264 8&W, 20 Color
12/19/2013	12/10/2013			13.49	Cass County Joint WRD	Copies - 10 8&W, 100 Color
1/23/2014	1/23/2014			2.86	Cass County Joint WRD	Copies - 20 Color
Total				87,919.99		
Grand Total				221,750.00		

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	1/25/2014
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Description	Qty	Rate	Amount
Metro Flood Project -- Bond Counsel services: Erik Johnson --Jan 1 thru Jan 25th -- see itemization	8.9	195.50	1,739.95
<i>We appreciate your business.</i>	TOTAL:		\$1,739.95

January 25, 2014

Client: BOND COUNSEL - CITY OF FARGO
Matter: METRO FLOOD

Atty	DATE	DESCRIPTION	TIME
E	1/2/2014	Review of special assessment law	0.6
E	1/2/2014	Continue review of special assessment law	1.3
E	1/3/2014	Continue review of special assessment law	1.2
E	1/3/2014	Continue review of special assessment law in response to Premo	0.2
E	1/4/2014	Special assessment law	0.1
E	1/6/2014	Research and draft memo re: Kent's memo/questions; telephone conference with Paul Tietz	2.7
E	1/7/2014	Conference with paul Tietz re: special assessment and work on memo	1.8
E	1/11/2014	Draft memo re: special assessment bonds	1
Total Time			8.90
Hourly Rate \$			195.50
Total Fees - ERJ \$			1739.95

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Invoice

Date	1/25/2014
------	-----------

Description	Qty	Rate	Amount
Metro Flood Project -- General legal matters: Erik Johnson --Jan 1 thru Jan 25th -- see itemization Nancy J. Morris --Jan 1 thru Jan 25th -- see itemization	20.7	195.50	4,046.85
	4.2	170.00	714.00
<i>We appreciate your business.</i>	TOTAL:		\$4,760.85

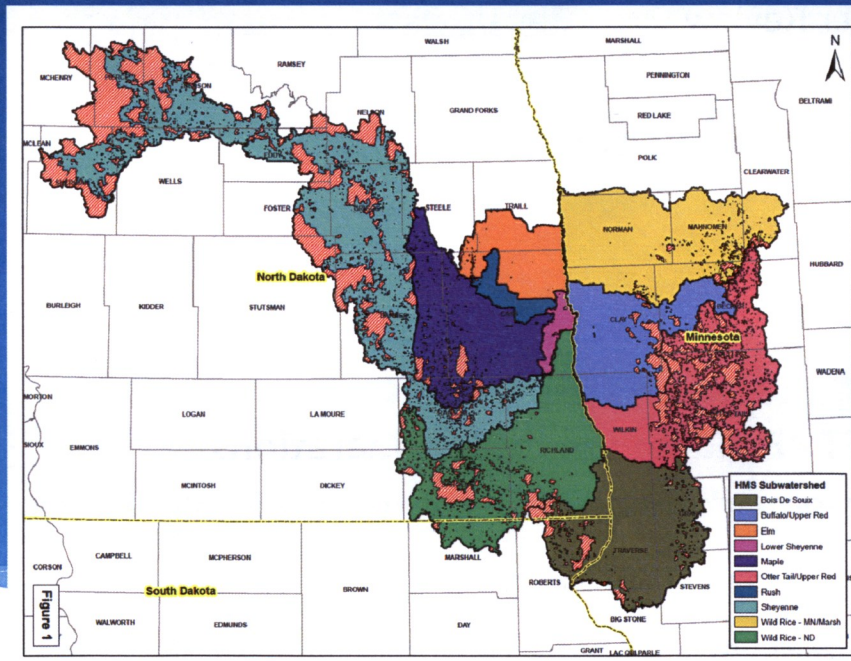
January 25, 2014

Client: City of Fargo
Job: Metro Flood - General Legal

Atty	DATE	DESCRIPTION	TIME
E	1/2/2014	Conference call with Cattanach; call to Rocky	1.1
E	1/3/2014	Telephone conference with Cattanach re: litigation matters	0.4
E	1/6/2014	Conference call with Rocky Schneider and Bob Cattanach	0.5
E	1/6/2014	Telephone conference with Bruce Spiller re: miscellaneous matters	0.3
E	1/7/2014	Email with Cattanach and Sean Fredricks	0.3
E	1/8/2014	Oxbow inquiry on annexation etc.; conference with Spiller; conference call with Cattanach re: litigation	4.7
E	1/8/2014	Draft email to staff re: upcoming hearing and other communication	1
E	1/13/2014	Conference call with Cattanach, Townley, etc.	0.8
E	1/14/2014	Receive DNR letter from Cattanach and reply	0.4
E	1/14/2014	Telephone conference with Cattanach and Drysdale re: MN DNR letter and draft message; telephone conference with Pat Zavoral re:	2.1
E	1/15/2014	Communication re: DNR letter	0.2
E	1/15/2014	Meeting re: DNR letter and with State Water Commissioner	2.4
E	1/15/2014	Review material and email Cattanach	0.4
E	1/18/2014	Emails	0.3
E	1/20/2014	Recap meeting with State Water Commission	0.3
E	1/20/2014	Call from Forum and KFGO; emails	0.4
E	1/21/2014	Set up executive session	0.7
E	1/21/2014	Work on preliminary response to letter, executive session	1
E	1/21/2014	Work on preliminary response to letter, executive session	0.4
E	1/21/2014	Meeting of Diversion Authority and executive session and follow-up	1.7
E	1/21/2014	Receive brief of opposition; miscellaneous communication; conference call	0.8
E	1/22/2014	Conference call with Cattanach and Drysdale	0.5
Total Time			20.70
Hourly Rate - ERJ \$			195.50
Total Fees - ERJ \$			4046.85
N	1/2/2014	Correspondence re: PE registration; phone call w/ Bruce Spiller & Joe Wilging; Conference re: litigation w/ MN DNR	2.2
N	1/21/2014	Authority meeting discussion; correspondence re: land acquisition litigation	2
Total Time			4.20
Hourly Rate - NJM \$			170.00
Total Fees - NJM \$			714.00

Red River Basin Commission Halstad Upstream Retention Study

Fargo-Moorhead Diversion Authority Meeting
February 13, 2014



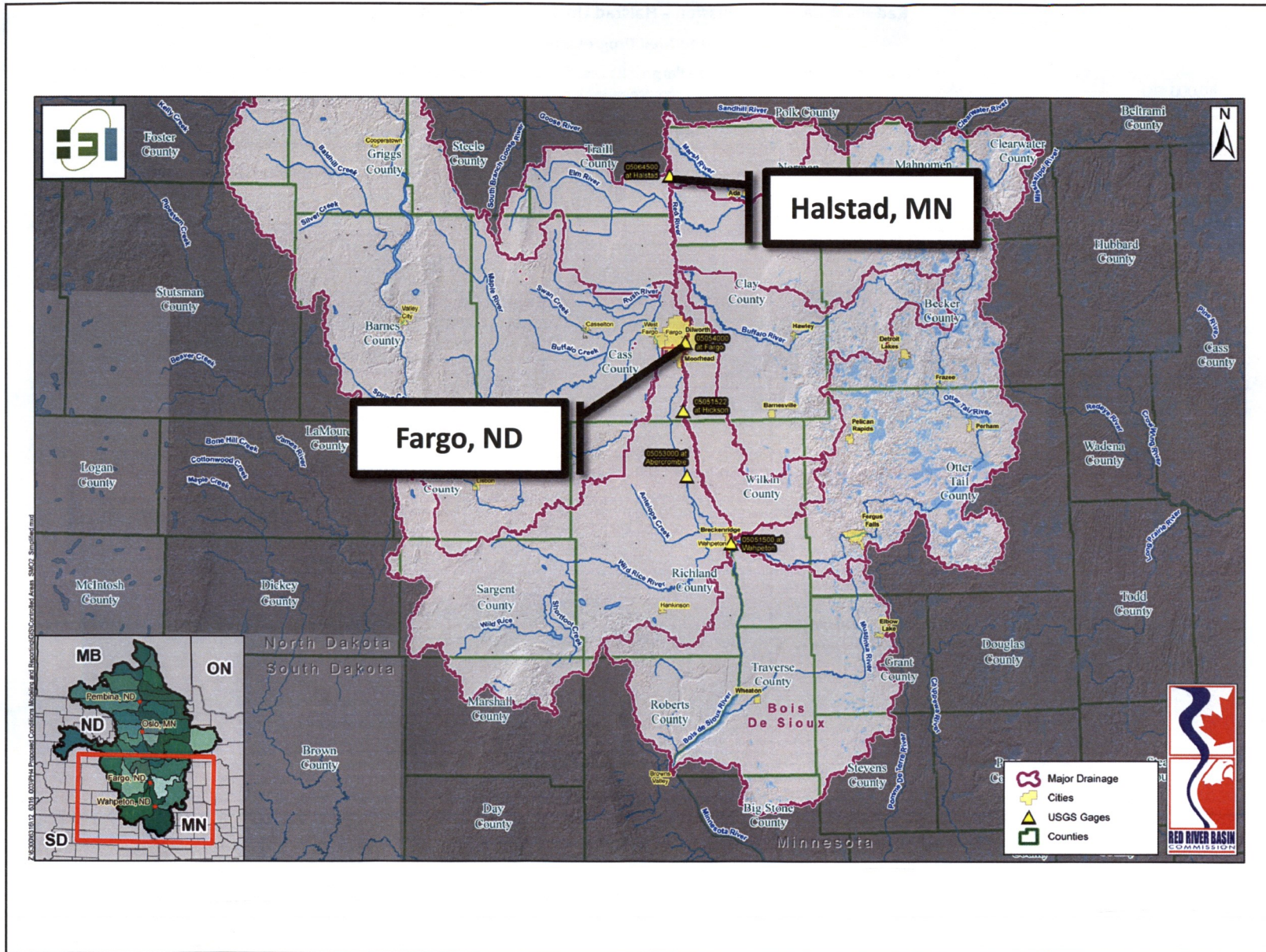
Agenda

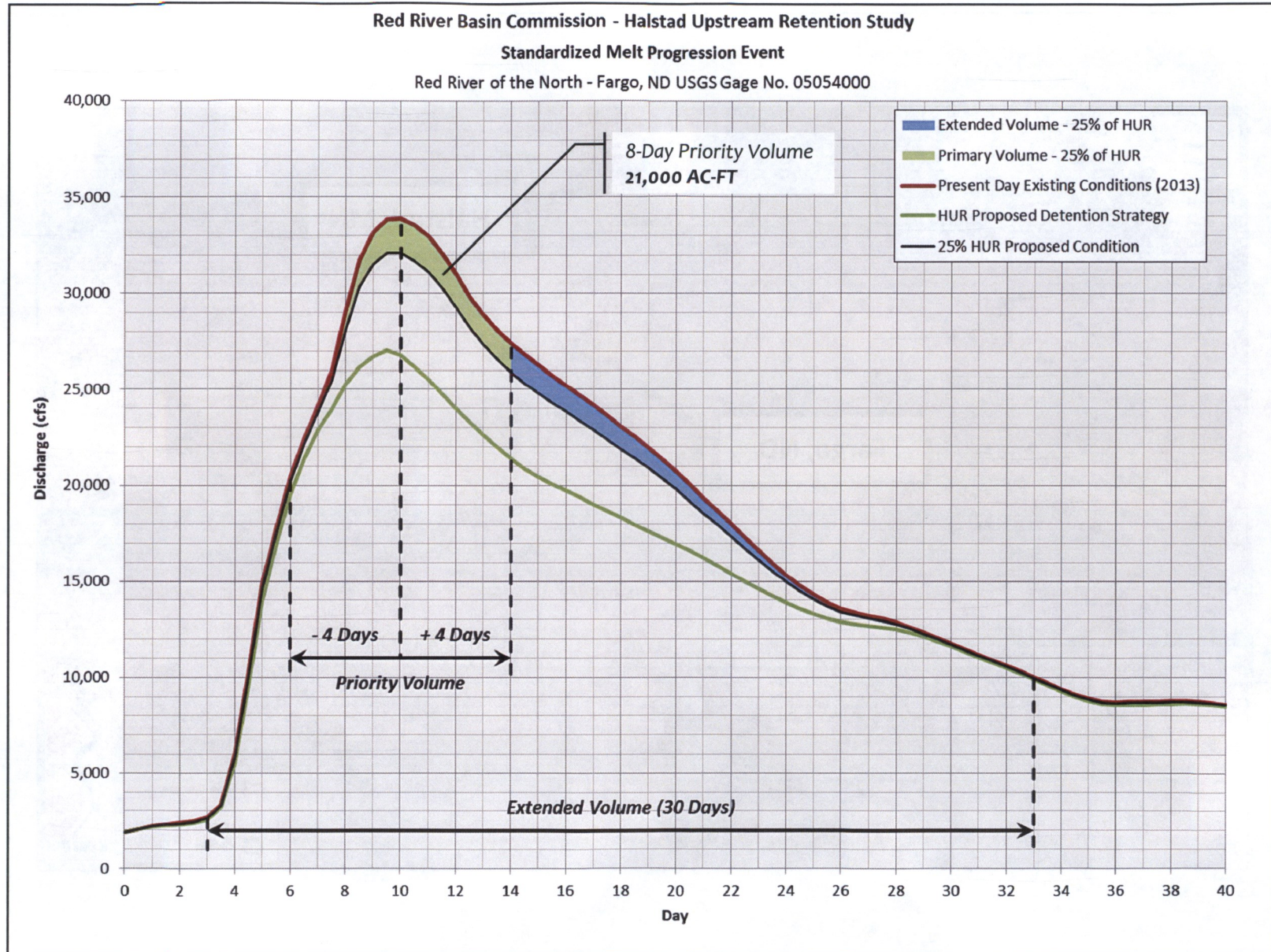
Report Status

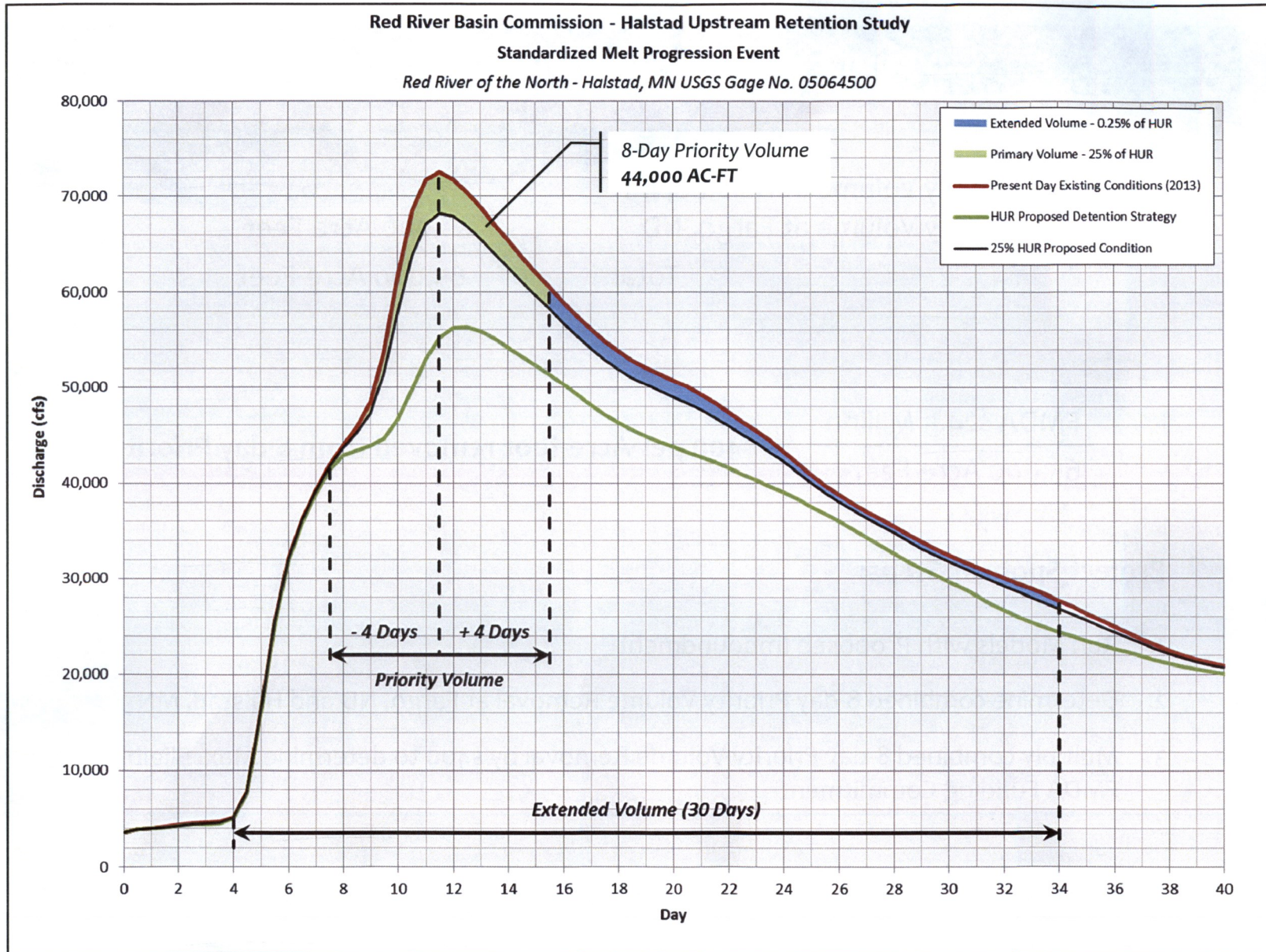
- RRBC Technical Modeling Team Review *Underway*
- Peer Review *Underway*
- Finalize Report *TBD Pending Reviews*
- Present Methods and Results *RRBC Conference*

DRAFT - Funding Policy Considerations

- Performance Based Level of Funding Determination
- Three Phased Submittal
- Example Project
- Additional Considerations







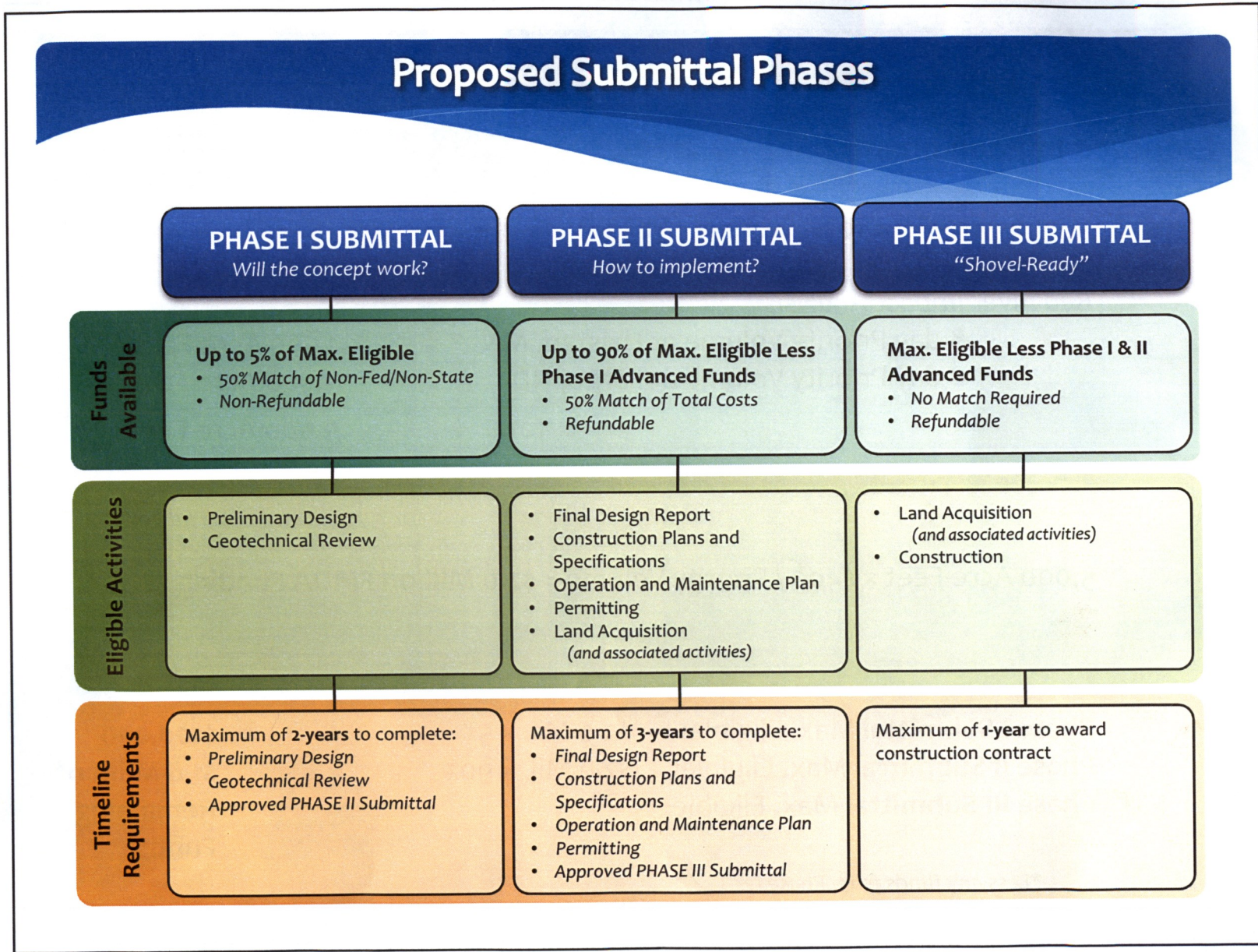
Level of Funding – Performance Based

8-day Priority Volume at Halstad, MN	44,000 Acre-Feet
8-day Priority Volume at Fargo, ND	21,000 Acre-Feet
<u>Total</u>	<u>65,000 Acre-Feet</u>

$\frac{\text{FMDA } \$24.5 \text{ Million}}{65,000 \text{ Acre-Feet}}$	<p>~ \$400 per Acre-foot removed from 8-day Priority</p>
--	---

Project Sponsor Steps:

1. Run Models with Proposed Impoundment
2. Determine combined 8-day Priority Volume Removal at Fargo, ND and Halstad, MN
3. Multiply combined 8-day Priority Volume Removal by \$400 to determine Max. Eligible FMDA Funding Commitment



For Example...

Proposed Impoundment:

11,000 Acre-Feet Total Storage (At Site)

Red River Impact Analysis:

8-day Priority Volume at Halstad, MN	1,500 Acre-Feet
8-day Priority Volume at Fargo, ND	3,500 Acre-Feet
Total	5,000 Acre-Feet

5,000 Acre-Feet × \$400 / Priority Volume = **\$2.0 Million FMDA Funding**

Phase I Submittal Max. Eligible:	\$2.0 Mil. × 5%	=	\$100,000
Phase II Submittal Max. Eligible:	\$2.0 Mil. × 90%	=	\$1.8 Million*
Phase III Submittal Max. Eligible:		=	Remaining Funds

**Less any funds from Phase I*

Additional Considerations

- **Qualifying Applicants:**
 - Watershed Districts (WD)
 - Water Resource Districts (WRD)
 - Joint Powers Authorities with membership from one or more WD or WRD
- **Quarterly progress reports to the FMDA required by project sponsor**
- **How is storage released?** *(Potential to prolong downstream flooding)*
 - Ungated vs. Gated
 - Duration Gated Volume is held
- **8-Day Priority Volume?**
 - How does it relate to other floods?
- **Application technical review process?**



Questions & Additional Discussion



Public Outreach Committee Report

For Diversion Authority – February 13, 2014

- Coordination with USACE:
 - In conjunction with the USACE, a number of questions from the public and other officials were received and answered in a timely manner via fmdiversion.com and through emails.
 - In addition, the flyover video for the project that was produced has been enhanced with a voiceover explaining the key details of the project. The video can be found on fmdiversion.com
- Briefing to Moorhead City Council
 - Representatives from the Diversion Authority along with the USACE held a briefing open to the Moorhead City Council after the recent elections in November. This briefing is part of regular cycle of updates the Diversion Authority gives to local government bodies, especially as elections bring in new leaders.
- Red River Basin Commission Conference
 - The Diversion Authority had an information booth and participated in two presentations at the recent RRBC conference in January in Fargo. Hundreds of participants attended the presentations and/or spoke with representatives at the booth.
- Federal Update
 - Continued to communicate with federal congressional offices regarding authorization through WRDA & WRRDA. The U.S. House of Representatives voted to authorize the FM Area Diversion Project through WRRDA in October. Conferees have been appointed and a final bill is expected soon.
- Online and Media Presence
 - E-Newsletter Update: Published the December edition of FM Diversion newsletter. The newsletter is distributed to legislators from both North Dakota and Minnesota, as well as public and other stakeholders.
 - FMDiversion.com continues to be utilized as a resource for a growing number of visitors and hosts all Diversion meeting agendas, minutes, and supplemental information.



Selection Results for Farm Land Management RFP

Fargo-Moorhead Area Flood Diversion Project
February 13, 2014

Selection Results

The Selection Committee recommended selection of **Pifer's Land Management** to provide Farm Land Management Services for acquired farm land until disposition of the property is required for implementation of the Diversion Project.

This recommendation is based on the rankings conducted by the Selection Committee, using information respondents provided in their proposals, as evaluated using criteria set forth in the RFP. The recommendation also was informed by the experience of Mark Brodshaug, Rodger Olsen and observations by attorneys at Ohnstad & Twichell. References were checked for Bremer Trust, Coldwell Banker, Pifer's Land Management, and Wells Fargo; Farmland Services did not provide references.

Overview of Rankings

In making the recommendation the Selection Committee cited

- Coldwell Banker did not provide evidence of experience in Farm Land Management, while Bremer Trust, Wells Fargo, Pifer's Land Management, and Farmland Services did;
- the larger staff of Pifer's Land Management and Bremer Trust as advantageous, and the small staff of Farmland Services and Wells Fargo as a concern;
- while all firms were familiar with the region Farmland Services, Pifer's Land Management and Wells Fargo had Farm Managers based in Fargo/Moorhead;
- the fee schedule of all companies were comparable.

Selection Committee

The Selection Committee included Mark Brodshaug, Rodger Olson, Keith Berndt, Eric Dodds, and Mike Redlinger as voting members; and Dirk Draper, Sean Fredericks, and Dustin Dale as advisory members. The Committee selected its preferred consultant, which Mark will recommend to the CCJWRD Board and Keith will recommend to the Diversion Authority for formal approval.

Next Steps

Eric will advise Pifer's Land Management they are the Selection Committee's top choice, and work with Pifer's and legal counsel to provide sample contract language regarding insurance and indemnity clauses and define other contract terms. The Diversion Authority will hold the contract with Pifer's. We recommend having CCJWRD serve as the designated representative for the Diversion Authority for working with Pifer's.

Eric will advise the five firms of the selection, contingent on the CCJWRD Board and Diversion Authority approval on February 13.



**US Army Corps
of Engineers**
St. Paul District

Monthly Update

February 13, 2014

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

1. Reach 2: Design package is nearing completion.
2. CR 20/Reach 6: 30% Corps and ATR team comments being addressed by Sponsors.
3. Continuing the Maple River Physical Model work. Model nearing final construction. Final report is due in December 2014.
4. Continued coordination with the MnDNR on their EIS process.
5. Holding weekly Oxbow/Hickson/Bakke (OHB) Levee coordination meetings.
6. Updating Cemetery information contained in the Feasibility Study.
7. Continued coordination with USACE Omaha District regarding Section 404 permitting of the project.
8. Presented at the RRBC Conference in January.
9. Received Division approval to execute the Construction Memorandum of Understanding.
10. Participated in value engineering studies for OHB Levee and In-Town Levee Projects.



Maple River Physical Model – Aqueduct Structure