

FLOOD DIVERSION BOARD OF AUTHORITY

Thursday, May 14, 2015

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. Economic Development presentation Information
6. Administrative/Legal Information
 - a. Lawsuit update
7. Technical Information/action
 - a. Task Orders/Authority Work Directives Summary Item 7a.
 - i. AWD-00048 REV-0 Materials Testing Services Item 7a. (i)
 - ii. Change Order No. 1 for 4th Street pump station Item 7a. (ii)
8. Public Outreach Information/action
 - a. Committee report
 - b. Business Leaders Task Force update
9. Land Management Information/action
 - a. Committee report
 - b. CCJWRD update
10. Finance Information/action
 - a. Committee report
 - b. Third amendment to Joint Powers Agreement Item 10b.
 - c. Loan draw down request Item 10c.
 - d. Ernst & Young contract Item 10d.
 - e. Voucher approval Item 10e.
11. Other Business
12. Next Meeting – June 11, 2015
13. Adjournment

**FLOOD DIVERSION BOARD OF AUTHORITY
APRIL 9, 2015—3:30 PM**

1. MEETING TO ORDER

A meeting of the Flood Diversion Board of Authority was held Thursday, April 9, 2015, at 3:30 PM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo; Cass County Commissioner Ken Pawluk; West Fargo City Commissioner Mike Thorstad; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Mike Williams; Fargo City Commissioner Melissa Sobolik; Cass County Joint Water Resource District Manager Rodger Olson; Clay County Commissioner Grant Weyland; and Moorhead City Council Member Brenda Elmer. Also present was ex-officio member Gerald Van Amburg, Buffalo-Red River Watershed District.

Staff members and others present: Cass County Administrator Keith Berndt; Fargo City Administrator Pat Zavoral; Moorhead City Manager Michael Redlinger; Clay County Administrator Brian Berg; Cass County Engineer Jason Benson; Moorhead City Engineer Bob Zimmerman; Fargo City Director of Engineering Mark Bittner; Fargo Engineer April Walker; Tom Dawson, Chairman, Chamber of Commerce Business Leaders Task Force; Bruce Spiller, CH2MHill; Brett Coleman, Project Manager, Corps of Engineers; and Terry Williams, Project Manager, Corps of Engineers.

2. MINUTES APPROVED

MOTION, passed

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

3. AGENDA ORDER

MOTION, passed

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

4. MANAGEMENT UPDATE

Program management consultant (PMC) report

Bruce Spiller provided an update on activities over the last month including work on the in-town levees and OHB levee and pump design work; MNDNR Environmental Impact Statement (EIS) review of work products; continued work on land acquisition activities and policies; and cultural surveys on impacted cemeteries in the staging area. Mr. Spiller said there are four cemetery sites that have not allowed right-of-entry (ROE) on the property to conduct cultural surveys.

Corps of Engineers report

Brett Coleman provided an update of activities by Corps of Engineers staff including work on the operation plan and adaptive management plan; development of the cemetery mitigation plan with a draft to be released in June; preparation for 2015 construction projects; OHB and in-town levees design and construction support; cultural surveys for cemetery sites in the staging area; continued coordination with the MNDNR to review and provide information needed for the EIS process; updates to the Maple River aqueduct physical model; and work on the alternative resourcing and delivery plan for expedited implementation of the project.

There was discussion on the four cemeteries that have not granted right-of-entry access and how this will affect the mitigation plan. Ms. Williams said the cemeteries will still be included in the plan, but any mitigation efforts will not be done until after ROE is allowed so cultural surveys may be conducted at the sites.

5. ADMINISTRATIVE/LEGAL UPDATE

Lawsuit update

Attorney Erik Johnson provided an update regarding lawsuits filed by the Richland-Wilkin Joint Powers Authority. A hearing was held on Thursday, March 26th at Federal District Court in Minneapolis. He said arguments were heard on motions filed by both parties and the judge took the matter under advisement. He said a ruling is expected within the next one to three months.

Buffalo-Red River Watershed District action on Diversion Authority budget

Mr. Johnson said in September each year the fiscal budget is considered by the six-member entities. Last month, the Buffalo-Red River Watershed District only approved \$1.5 million in funding to complete the MN EIS. This year the Diversion Authority budget is \$211 million. There was discussion on how to proceed with expenditures when one member entity has not approved the budget. Mr. Johnson said the project is being paid with funds from North Dakota entities. And as an interim measure, the separate JPA entity made up of members from Fargo, Cass County and Cass County Joint Water Resource District (CCJWRD) that currently exists could approve expenditures. The ND JPA could meet immediately after the Diversion Authority Board meetings to ratify actions taken by the board.

6. TECHNICAL UPDATE

Task Orders and Authority Work Directives

Mr. Spiller discussed task order amendments with Houston Moore Group (HMG) totaling \$265,000 as follows:

- Task Order No. 7 Amendment 3 with HMG—provide berm design for the Maple River Aqueduct and between the diversion inlet and Sheyenne River; and design for Oxbow Park relocation in the amount of \$90,000;
- Task Order No. 8 Amendment 10 with HMG—work-in-kind to provide additional support for MN EIS preparation; cemetery assessment team support; additional support for large structure team; and hydraulics structures aesthetics evaluation in the amount of \$175,000.

Mr. Mahoney asked about the total spent to date on the MN EIS. Mr. Spiller said he will review the figures and present a total at the next board meeting.

MOTION, passed

Mr. Mahoney moved and Mr. Pawluk seconded to approve task orders with Houston-Moore Group totaling \$265,000. On roll call vote, the motion carried unanimously.

7. PUBLIC OUTREACH UPDATE

Committee report

Rodger Olson said the Public Outreach Committee met April 8th and discussed several topics including flood insurance rates and the special assessment district vote.

Mr. Olson said the committee discussed the impact to flood insurance rates in new areas of Fargo as a result of updated FEMA flood maps. He said FEMA will likely begin remapping the area's flood plain in five years and if Corps of Engineers data for a 100-year flood is used, around 19,000 homes in Fargo and 800 homes in Moorhead will be added to the 100-year flood plain.

Mr. Olson said ballots were mailed out last month to vote on a \$725 million special assessment district. He said three informational meetings and one public hearing were held in March. Ballots must be returned by April 30th to be counted. He said the sales tax is intended to pay toward the costs, and an intergovernmental agreement is being drafted with Fargo, Cass County and CCJWRD to outline the arrangement.

Daron Selvig from AE2S said the FMDiversion.com website has seen a significant increase in traffic since information on the special assessment district was posted. He said the e-newsletter will be sent within the next two weeks and will include an article on areas outside of Fargo that will benefit from the diversion project.

Business Leaders Task Force

Mr. Dawson said the task force will meet again in the next two months. He said members have been active in the legislative session and have sent correspondence to state legislators on legislation regarding the diversion project.

8. LAND MANAGEMENT UPDATE

Committee report

The Land Management Committee met earlier this afternoon. Mr. Vanyo said the committee discussed the decision by the Buffalo-Red River Watershed District (BRRWD) to approve \$1.5 million to complete the MN EIS, which is a small portion of the \$211 million total budget for the Diversion Authority. He said in light of the budget issues and the MNDNR EIS process, the following decisions were made: 1) action on one medical hardship case in Minnesota is pending; 2) action on one opportunistic land purchase in Minnesota is pending, although discussions with the individual will continue; and 3) action on the funding request for a retention project submitted by BRRWD has been tabled.

Mr. Pawluk asked about the reason behind the BRRWD decision to approve a portion of the budget. Mr. VanAmburg said some board members are under pressure from project opponents in the southern portion of the watershed district in addition to board members being told by MNDNR personnel to not approve the budget. Mr. VanAmburg is hopeful that the board will consider approval of the entire budget.

Mr. Mahoney said he would like to consider moving forward with the medical hardship case. Mr. Olson said the appraisal on the property is on-going. Eric Dodds from AE2S said results from the appraisals are expected shortly. Mr. Vanyo suggested this issue could be discussed at the next BRRWD meeting. Mr. Vanyo said there is more within the Diversion Authority budget that affects Minnesota than the MN EIS process.

Ms. Elmer asked about the board membership of the BRRWD. Mr. VanAmburg said there are seven watershed managers consisting of three from Clay County, two from Wilkin County, one from Becker County, and one from Ottertail County.

CCJWRD update

Mark Brodshaug provided an update on land acquisitions completed through March 31, 2015. He reviewed information on completed acquisitions, budget figures, and completed negotiations. Negotiations continue with Oxbow homeowners as part of the replacement housing process with 11 offers made to residents. One opportunistic farmland purchase was completed and a purchase agreement was signed on another one. He said relocations from the Park East apartment complex continue to move forward with around 60% of the residents who have vacated or have plans to relocate.

NDSU Ag Study Amendment No. 1

The committee approved an amendment to the NDSU Ag Study to expand the scope of work. Mr. Olson said the initial analysis was limited to a small number of impacted areas. The amendment will add 97 properties which will provide a more accurate model to study the impacts of storm water on farmland. Cost of the additional analysis is \$26,712.

MOTION, passed

Mr. Mahoney moved and Mr. Thorstad seconded to approve Amendment No. 1 for the NDSU Ag Study in the amount of \$26,712. Discussion: Mr. Vanyo said this is another example of support services from other resources to assist in obtaining information that will be used by the MN DNR for its EIS preparation. On roll call vote, the motion carried unanimously.

9. FINANCE UPDATECommittee report

The Finance Committee met on April 8th. Michael Montplaisir, Cass County Auditor, said \$99 million has been spent so far on the diversion project. He also reviewed total revenues, budget report summary, state aid, and in-town levee work.

Special Assessment District Vote

Mr. Montplaisir said the Diversion Authority was sent 32 ballots for a total vote of \$732,200.33. At their meeting yesterday, the committee recommended to vote “yes” on the ballots.

MOTION, passed

Mr. Mahoney moved and Mr. Pawluk seconded to authorize the Chairman of the Flood Diversion Board of Authority to sign and vote 32 Diversion ballots for the FM Flood Risk Management District No. 1 with a “yes” vote. On roll call vote, the motion carried unanimously.

Loan Draw Request No. 4

The Finance Committee approved the fourth and final draw down request from the \$50 million loan with U.S. Bank, which was taken out by Cass County in July, 2014.

MOTION, passed

Mr. Pawluk moved and Ms. Sobolik seconded to authorize Cass County to initiate a draw request for loan funds from U.S. Bank in the amount of \$4,939,800 to pay construction and other expenses of the Diversion Board of Authority. On roll call vote, the motion carried unanimously.

U.S. Bank Loan - Second Phase

Mr. Montplaisir said the original proposal from U.S. Bank was for \$100 million in temporary financing. The first \$50 million loan was taken out by Cass County, and the second \$50 million loan will be taken out by the City of Fargo. The committee authorized Fargo to negotiate with U.S. Bank on the terms. The plan is to submit the loan request to the Diversion Authority Board for consideration next month.

Houston-Moore Group LLC rate schedule

Mr. Montplaisir said last month the committee tabled a request from Houston Moore Group (HMG) to adjust their rates to further review cost comparisons on different tasks. At the meeting yesterday, the committee approved a 4% increase to HMG rate schedule.

MOTION, passed

Mr. Pawluk moved and Ms. Elmer seconded to authorize the chairman to sign a revised rate schedule for Houston Moore Group. Discussion: Mr. Mahoney asked when the last rate increase was approved. Jeff Volk from Moore Engineering said the board approved a rate increase in January, 2014. On roll call vote, the motion carried unanimously.

Buffalo-Red River Watershed District Retention Project Funding Request

Last month a funding request was received from the Buffalo-Red River Watershed District for Stoney Creek FDR and Restoration Project. The project was referred to the Technical Advisory Committee and Red River Retention Authority for review. It was determined that it met the criteria and goals to provide retention; however, the Finance Committee voted to table the proposal at this time due to the MN EIS still in progress and lack of budget approval by the Buffalo-Red River Watershed District.

Voucher approval

The bills for the month are with Fredrikson & Byron, P.A. for government relation services; North Dakota Water Users Association for membership dues; U.S. Geological Survey for water level information; Dorsey & Whitney LLP for legal services; and City of Fargo for 2nd Street utility relocation costs.

MOTION, passed

Mr. Mahoney moved and Ms. Elmer seconded to approve the vouchers in the amount of \$153,614.38 for March, 2015. On roll call vote, the motion carried unanimously.

10. NEXT MEETING DATE

The next meeting will be held on Thursday, May 14, 2015, at 3:30 PM.

11. ADJOURNMENT**MOTION, passed**

On motion by Mr. Pawluk, seconded by Mr. Olson, and all voting in favor, the meeting was adjourned at 5:15 PM.



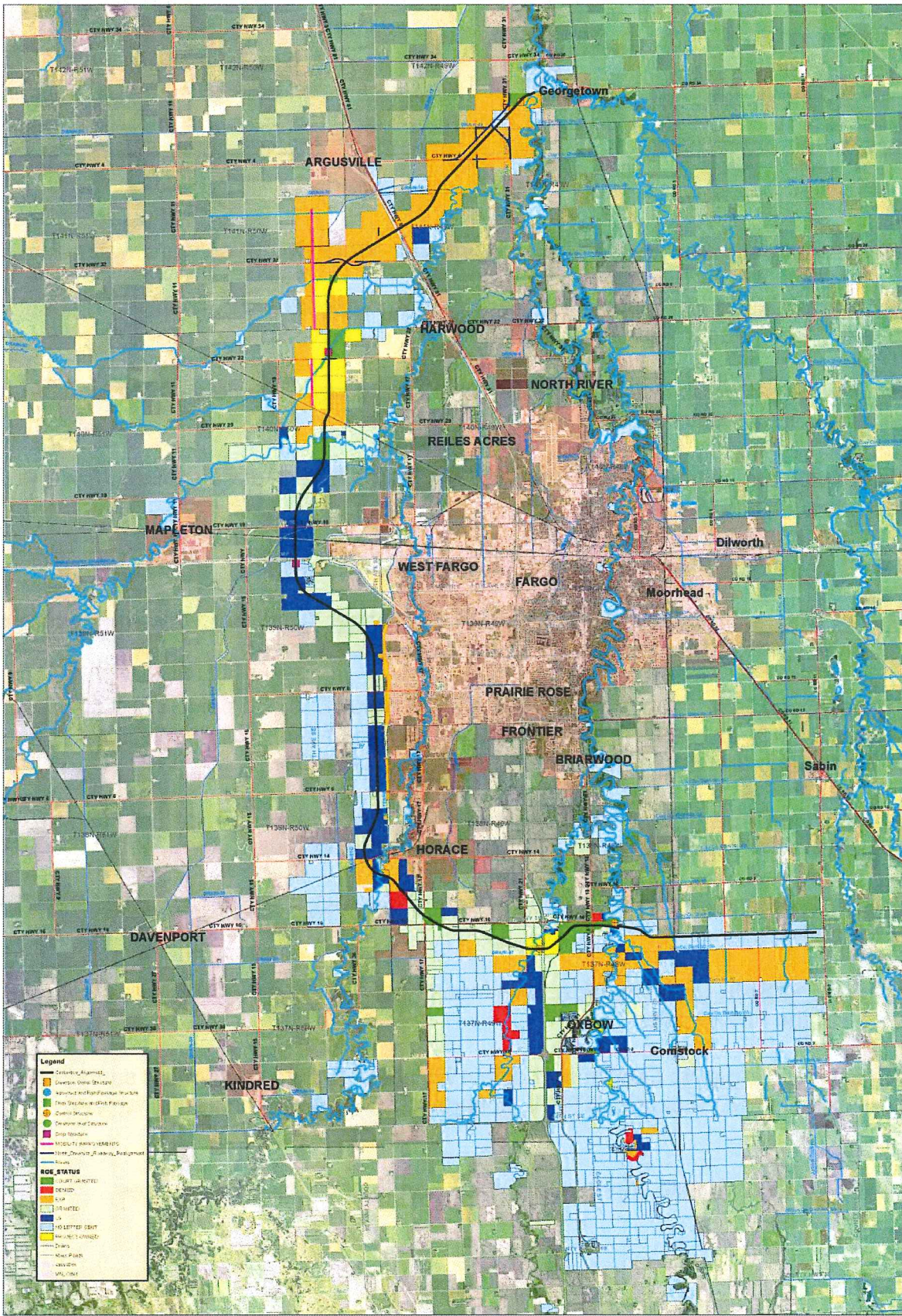
US Army Corps
of Engineers
St. Paul District

Monthly Update

May 14, 2015

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

1. **Minnesota EIS**: Continued to support this process through coordination, supply of requested data and review of draft documents.
2. **Maple River Physical Model**: Nearing completion. Contracting for flume study to analyze velocity conditions across aqueduct.
3. **Reach 7**: Continuing preliminary design. Includes the Maple River Aqueduct Structure and associated diversion channel.
4. **Diversion Inlet Structure**: 50% design submittal provided for review on 11 May.
5. **Optimization of Diversion Channel and Low Flow Channel**: Continuing this work upstream of the Maple River to the Diversion Inlet Structure. Complete this year.
6. **Cemetery Mitigation Plan**: Preparing to issue draft in June 2015. Completed/will complete Cultural surveys for 8 of 11 sites. No longer pursuing Rights-of-Entry for Roen (Clay Co.), South Pleasant Church and Eagle Valley cemeteries (Richland Co).
7. **In-Town Levees**: Continue to support design and construction to assure features can be incorporated into FMM Project. Includes ATR and IEPR reviews.
8. **Oxbow/Hickson/Bakke Ring Levee**: Continue supporting design and construction, including ATR and IEPR reviews.
9. **Alternate Financing/Split Delivery Plan**: Continue to advance this plan for expedited implementation of the FMM Project.
10. **Rights-of-Entry and Surveys**: Continue to obtain Rights-of-Entry and conduct surveys along the project alignment in ND (cultural, HTRW, borings, USGS flow measurements, land surveys).
11. **Real Estate**: Continue to review appraisals and support land acquisition activities.



**ND RED RIVER DIVERSION CHANNEL ALIGNMENT
CASS COUNTY, NORTH DAKOTA**



Created By: GZ Date Saved: 05/11/2015 Date Revised: 5/8/2015
 Parcel Data: NA Aerial Image: 2010 County: SDCS Elevation Data: NA
 Horizontal Datum: NAD 83 UTM Zone: 14N Vertical Datum: RA
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Current Rights-of-Entry Map



US Army Corps
of Engineers
St. Paul District

Cemeteries

Fargo-Moorhead Metro Flood Risk Management Project – May 14, 2015

- Stakeholders have expressed great concern regarding the 11 potentially impacted cemeteries located upstream from the Fargo/Moorhead area.
- The Corps/Diversion Authority have been studying impacts on upstream cemeteries in earnest since September 2013.
- The FMM Project will protect 19 cemeteries currently prone to flooding.

1. TIMELINE:

- **Cemetery Mitigation Study, September 2013-June 2014:** Visited a majority of the 54 sites and interviewed the POC's to document impacts to cemeteries caused by flooding, level of effort to clean up and/or repair, and to determine possible flood impact mitigation options.
- **June 2014:** Issued the "Cemetery Study" that identified the potential impacts to sites and possible mitigation solutions. Sent to POC's and posted on www.fmdiversion.com. Potential impacts included access issues, debris, monument displacement, tree/grass damage if during growing season.
- **Cemetery Site Visits, July and September 2014:** USACE/Sponsor team conducted site visits at all 11 sites and met with cemetery POC's to hear their concerns and gather information to inform the development of a Mitigation Plan. Also present were concerned family members, church officials, caretakers, the Upstream Cemetery Authority, and MnDak Upstream Coalition. Attendees' preference for mitigation included protective berms with associated interior drainage facilities and providing/maintaining access during floods.
- **Cultural Surveys and Rights of Entry, August 2014 to Present:** Phase 1 Cultural surveys have been/are being performed on 8 of the 11 sites. Three sites have not granted rights-of-entry (Roan, South Pleasant Church, Eagle Valley). Three sites have been determined eligible for listing in the National Register of Historic Places (Lower Wild Rice and Red River, Hemnes and Clara cemeteries). The resulting reports serve as historic documentation of each site and are informative and impressive. Copies are provided to the sites and SHPO's as they are developed.
- **Cemetery Mitigation Study, September 2014 to Present:** Mitigation Alternatives Report was prepared that presented several mitigation alternatives and costs (protective berm, access, debris fencing, anchoring headstones, raising site). **See table.** The berm with access alternative for the sites would cost in excess of \$14 million. Max. levee heights range from 1.3 ft to 16 ft.

No.	Item	ESTIMATED COSTS PER SITE (\$1,000)											
		North Pleasant 1	South Pleasant 2	South Pleasant Church 3	Lower Wild Rice and Red River 4	Clara 5	Roan 6	Hemnes* 7	Eagle 8	Wolverton 9	Hoff** 10	Comstock 11	
1A	BERM	281	408	367	4,147	974	0	432	510	1,025	2,682	84	10,920
1B	OFFSITE ACCESS	744	290	0	0	1,093	0	640	384	0	0	0	3,131
1.A+B	BERM WITH OFFSITE ACCESS	1,025	698	367	4,147	2,067	0	1,072	874	1,025	2,682	84	14,051
2 Op 1	DEBRIS FENCE & ANCHORING	678	412	574	587	552	74	555	700	592	528	383	5,637
2 Op 2	DEBRIS FENCE & ANCHORING	490	261	356	1,422	620	74	508	438	411	548	346	5,474
3.	LOW AREA RAISE	0	0	187	0	0	0	0	424	399	0	388	1,396

* Hemnes costs assume reclaimed and stabilization of Red River bank are successful. Cost of berm/floodwall option with stabilization was estimated to be \$2,848,000.
 **Berm alternative for Hoff 140th Ave S crossing includes the crossing improvement across Wolverton Creek. Cost of floodwall option is estimated to be \$8,280,000.

- **June 2015:** Send the draft Cemetery Mitigation Plan to POC's and SHPO's. Post on FMDiversion.com. Request comments by 30 June 2015.

2. IMPACT SUMMARY:

- **In the Staging Area:** 7 cemeteries would potentially experience additional depth impacts (100-year flood) ranging from 0.3 feet to 8.3 feet.
 - Comstock Cemetery (Clay Co MN)
 - North Pleasant Cemetery (Cass Co ND)
 - Hemnes Cemetery (Richland Co ND)
 - Roen Family Cemetery (Clay Co MN)
 - Clara Cemetery (Clay Co MN)
 - Hoff Cemetery (Clay Co MN)
 - Lower Wild Rice and Red River Cemetery (Cass Co ND)
- **Upstream of the Staging Area:** 4 cemeteries would potentially experience additional depth impacts (100-year flood) ranging from 0.1 feet to 0.5 feet.
 - South Pleasant Cemetery (Richland Co ND)
 - South Pleasant Church Cemetery (Richland Co ND)
 - Wolverton-Salem Lutheran Cemetery (Wilkin Co MN)
 - Eagle Valley Cemetery (Richland Co ND)

Cemetery	Low point	Existing 1% Water Elevation	Duration	Max depth (feet)	With Project 1% Water Elevation	Duration	Max depth (feet)	Added Depth from Project (feet)	County	In Project Staging Area	Flooding under existing conditions (1% event)
1 North Pleasant	921	920.7	0	0	922.4	5	1.4	1.4	Cass, ND	Yes	No
2 South Pleasant (Lium)	923	927	7.5	4	927	8	4	0	Richland, ND	No	Yes
3 South Pleasant Church	927	928.2	4	1.2	928.3	4	1.3	0.1	Richland, ND	No	Yes
4 Lower Wild Rice Red River	908	913.9	10	5.9	922.2	12	14.2	8.3	Cass, ND	Yes	Yes
5 Clara	915	915.4	2	0.4	922.3	9.5	7.3	6.9	Clay, MN	Yes	Yes
6 Roen Family	917	917.5	1.5	0.5	922.3	8.5	5.3	4.8	Clay, MN	Yes	Yes
7 Hemnes	921	919.6	0	0	922.7	3.5	1.7	1.7	Richland, ND	Yes	No
8 Eagle Valley Evangelical	924	925.7	2.5	1.7	926.2	5	2.2	0.5	Richland, ND	No	Yes
9 Wolverton Salem	923	926.8	4	3.8	927.2	7	4.2	0.4	Wilkin, MN	No	Yes
10 Hoff	908	914.2	10	6.2	922.2	12	14.2	8	Clay, MN	No	Yes
11 Comstock	922	922	0	0	922.3	2	0.3	0.3	Clay, MN	Yes	No

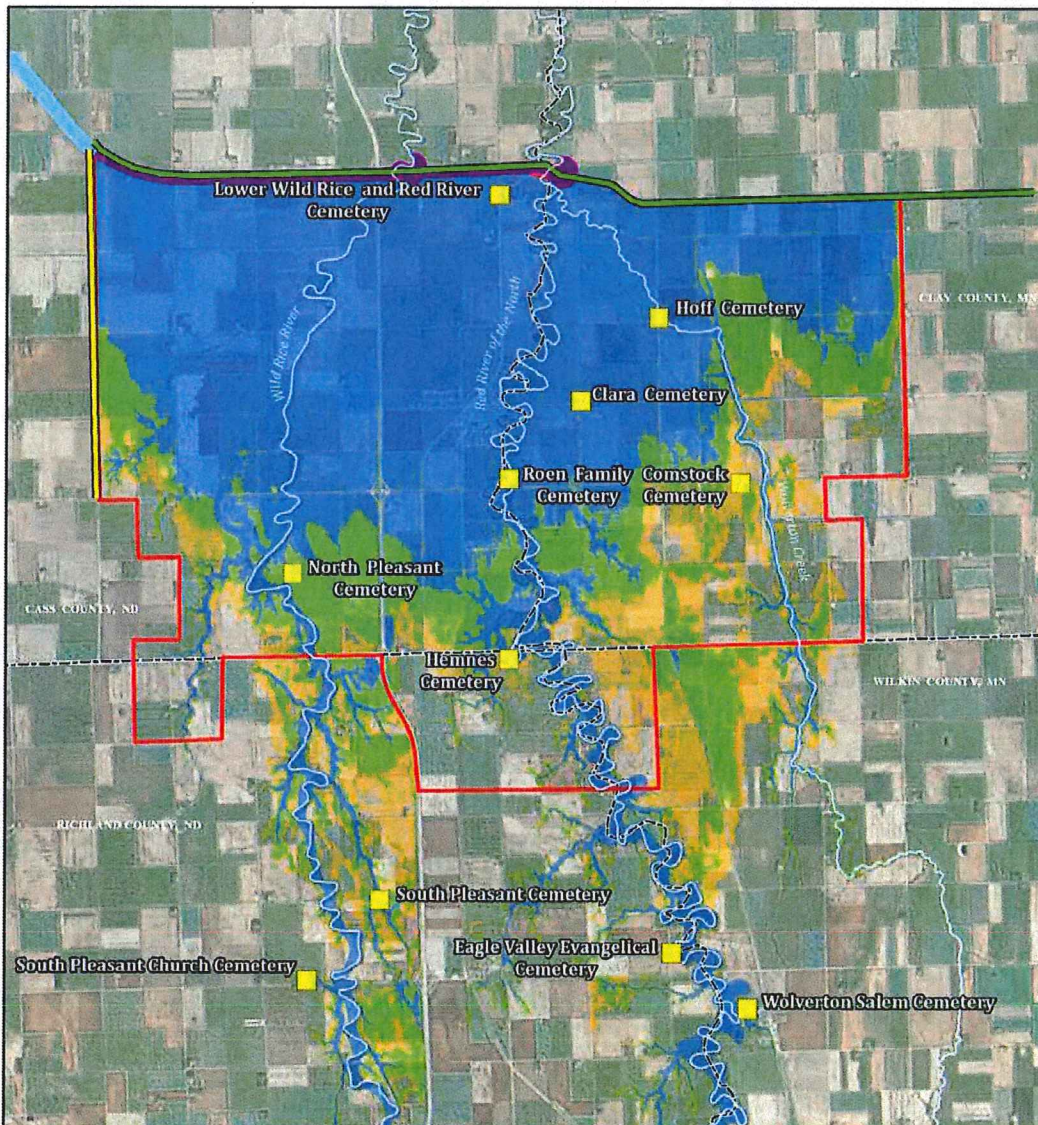
3. MITIGATION PLAN SUMMARY:

- The **Federal Mitigation Plan** consists of obtaining flowage easements on cemeteries within the Staging Area, as is required in the staging area for operation of the Project. Impacts caused by the Project do not rise to the level of a Taking under the 5th Amendment:
 - None of the induced flooding would be more frequent than once every ten years; nine of the 11 cemeteries would not have induced flooding at even the 10-year event
 - Two cemeteries with induced flooding at the 10-year event would suffer only very minor additional flooding.
 - Past flooding has caused only minimal damage to cemeteries in the area, and the induced flooding from the Project is likely to also cause only minor damage.
 - For less-frequent events (50-yr, 100-yr), impacts are of limited duration, infrequent, and would cause minimal physical damage.
- In addition to obtaining the federally-required flowage easements, the **Diversion Authority** as part of the Project Operation and Maintenance (O&M) Plan, can clean-up or offer assistance to clean-up the staging area (cemeteries, roads, ditches, fields, etc.) after operation of the Project. The details for this work have yet to be established.

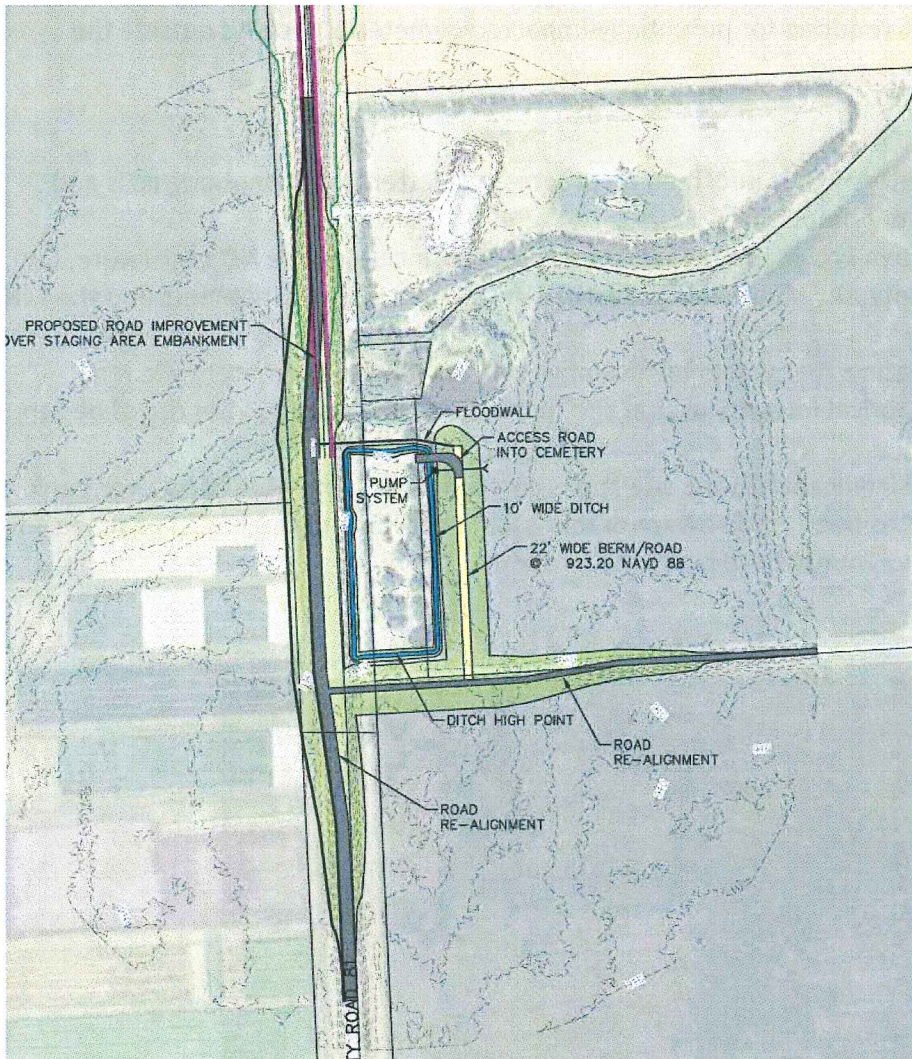
- No Federal mitigation is required for potentially-impacted cemeteries located outside the staging area.

4. ADDITIONAL:

- We have kept the cemetery POC's informed on progress via letters and telephone calls and mailing copies of reports generated.
- Various entities have been provided briefings on this subject including the ND Legislature, City of Moorhead, Clay County, Diversion Authority, ND SHPO, Congressional members and the MN Governor.
- Any flood mitigation feature that would involve physically altering the cemetery site may adversely affect the historical integrity of that site, particularly in regard to integrity of design, setting, and feeling.
- Hemnes Cemetery is a significant historic site and is currently being threatened by river bank erosion. The ND SHPO has been made aware of this issue. According to the POC's, requests for assistance from Richland County have been unsuccessful.



11 Cemeteries Potentially Impacted by FMM Project



Lower Wild Rice and Red River Cemetery – Protective Berm/Interior Drainage Layout

Hemnes Cemetery – Existing riverbank erosion



Regional Economic Impact of Cass County, ND and Clay County, MN

GFMEDC Mission

The mission of the Greater Fargo Moorhead Economic Development Corporation (GFMEDC) is to grow and diversify the economy in Cass County, N.D. and Clay County, Minn. through the attraction, retention and expansion of primary sector businesses. Primary sector businesses are those that export the majority of their goods and services outside the community and therefore bring new wealth into the economy. Primary sector businesses can be located anywhere because they are not tied geographically to their customer base. Examples of primary sector industries include manufacturing, back office operations and technology.

FM MSA Economy

The Fargo Moorhead metropolitan statistical area (FM MSA) is defined as Cass County, N.D. and Clay County, Minn. The Census Bureau population estimate was 220,134 in 2014. In December 2014, the most recent month for which data is available, the labor force, or those people either employed or seeking employment, was 124,877. Of this, 121,318 people were employed, for an unemployment rate of 2.9%, the ninth lowest in the United States; Midland, TX had the lowest at 2.1%.

The gross domestic product (GDP) for 2013 of the FM MSA was estimated at approximately \$14.5 billion by the Bureau of Economic Analysis. The GDP for the state of North Dakota during the same time period was approximately \$56.3 billion; Minnesota's GDP was \$312 billion. GDP is not available on a county basis.

The FM MSA economy is very diverse, which has contributed to our comparatively strong performance during the recession. This is illustrated in the following chart, which shows employment by industry for December 2014:

Industry Classification	Employment
Mining, Logging, and Construction	9,000
Manufacturing	10,300
Trade, Transportation, and Utilities	30,900
Information	3,300
Financial Activities	10,100
Professional and Business Services	15,800
Educational and Health Services	22,300
Leisure and Hospitality	14,600
Other Services	5,200
Government	18,500
Total non-farm jobs	140,000

Based on our 2014 Annual Employment Survey, jobs in the primary sector are split between manufacturing (37%), value-added agriculture (6%), information technology or IT (18%), distribution (5%), life sciences (1%), physical sciences (1%), back office (25%) and corporate headquarters (7%).

The total amount of wages collected in the FM MSA can be measured by the Bureau of Labor Statistics' Quarterly Census of Employment and Wages, which measures the total payroll of public and private employers, with the exception of farms. Based on 2013 full year data, annual wages were \$4,844,687,884 in Cass County and \$638,758,893 in Clay County, for a total of \$5,483,446,777.

The total value of taxable property within the FM MSA is \$18.8 billion. The chart below illustrates taxable value by category in Cass and Clay Counties.

	Cass County	Clay County
Commercial	\$4,847,075,500	\$544,713,900
Residential	\$6,932,006,350	\$2,592,025,050
Agricultural	\$1,025,501,800	\$2,549,804,594
Other		\$363,698,556
Total	\$12,804,583,650	\$6,050,242,100

Cass County generated \$67 million in personal income tax for North Dakota in 2013, while Clay County generated \$61 million for Minnesota in 2012.

In the most recent data, citizens of and visitors to the FM MSA spent a total of \$3,510,158,352 on taxable sales and purchases: \$3,125,583,081 in Cass County (2013) and \$384,575,271 in Clay County (2012). Utilizing the state sales tax rates for North Dakota (5%) and Minnesota (6.875%) the taxes equate to \$156,279,154 generated for North Dakota and \$26,439,550 generated for Minnesota.

Regional Impact of the FM MSA Economy

The FM MSA economy plays a significant role in the health of the region that extends beyond the borders of Cass and Clay Counties. One of the most impactful ways is through the provision of jobs. There are 110,946 total primary jobs in the FM MSA, according to the Census Bureau's Longitudinal Household Dynamics OnTheMap data tool (2011 data): 94,418 in Cass County and 16,528 in Clay County. A primary job is defined as the one job for each worker that provides the most earnings. By analyzing primary jobs, you are seeing "one job per worker," rather than all the jobs held by the workers in the region.

The FM MSA provides jobs to a wide geographic base. The most significant labor flows are between the two counties: Cass County residents working in Clay County and vice versa. However, a number of other counties count the FM MSA as one of their top ten job providers.

These include:

County	Residents Employed in FM MSA
Becker, MN	1,984
Richland, ND	1,872
Grand Forks, ND	1,845
Burleigh, ND	1,413
Ward, ND	1,139
Stutsman, ND	1,058
Barnes, ND	869
Otter Tail, MN	823
Polk, MN	823
Norman, MN	553
Sargent, ND	403
Wilkin, MN	318
Grant, MN	102

This represents a large portion of the workforce in the counties and specific cities. For instance, of the total labor force in Moorhead, Minn. (22,208), 8,866, or 40%, of them work in Cass County; 4,770, or 21%, work in Clay County.

Location	Total Labor Force (# of people residing in the location who are employed or seeking employment)*	Number of people residing in location that are employed in Cass County	Percentage of location's labor force employed in Cass County
Cass County	87,024	59,984	69%
-- Fargo	62,307	45,384	73%
-- West Fargo	14,841	12,134	82%
Clay County	34,039	13,377	39%
-- Moorhead	22,208	8,866	40%
-- Dilworth	1,917	955	49%

Sources: Research 360; Census Bureau Longitudinal Employer-Household Dynamics LED OnTheMap data tool; Job Service ND, MNDEED LAUS

* 2011 Labor Force Data used to match with 2011 Census Geographic Data.

Location	Total Labor Force (# of people residing in the location who are employed or seeking employment)*	Number of people residing in location that are employed in Clay County	Percentage of location's labor force employed in Clay County
Cass County	87,024	4,646	5%
-- Fargo	62,307	3,501	5%
-- West Fargo	14,841	777	5%
Clay County	34,039	7,705	23%
-- Moorhead	22,208	4,770	21%
-- Dilworth	1,917	526	27%

Sources: Research 360; Census Bureau Longitudinal Employer-Household Dynamics LED OnTheMap data tool; Job Service ND, MNDEED LAUS.

* 2011 Labor Force Data used to match with 2011 Census Geographic Data.

From this information it is clear that thousands of workers commute to jobs in the FM MSA on a daily basis. However, workers from counties in North Dakota may not commute daily and may be engaged in untraditional work arrangements. According to Job Service North Dakota, some potential explanations include:

- College students who maintain parents' address and work part-time while attending college.
- Work for companies with multiple worksites, of which Cass County is the largest. These companies sometimes do not break out their employment in all the specific counties in which they operate.
- Wholesale trade reps whose territory lies outside the headquarter county.
- Transportation workers – airline or railroad – with a home in Burleigh or Ward County and a Cass County duty station.
- Truck drivers with routes traveling from Burleigh or Ward County (for example) to Cass County daily (mail, retail, dairy, grocery) that live at either end of the route.
- Telecommuters in IT, customer service and sales.

Bakken Crude-Oil Train Movement through Cass County

The highest levels of crude oil-by-rail traffic in North Dakota pass through Cass County. In a May 2014 report to the North Dakota Department of Emergency Services, BNSF estimated 30-56 trains containing 1 million or more gallons of Bakken crude are transported through Cass County per week. Many of the trains are more than one mile long and transport over 3 million gallons of crude. BNSF hauls approximately 75% of the oil that leaves North Dakota by train. 70% of Bakken oil is shipped via rail.

In reviewing the month of January 2015, the U.S. Energy Information Administration reported that 437,000 barrels of Bakken crude oil were shipped daily from North Dakota to East Coast refineries. This equals 13.8 million gallons of oil a day. A 2013 economic impact study published by NDSU in March 2015 states that impacts in North Dakota from the oil and gas industry totaled nearly \$43 billion. Transportation of oil and gas impacts was estimated at over \$440 million. The secondary impacts included an additional \$375 million.

Economic Impact

Economic impact can be defined as the macroeconomic effect on employment and incomes produced by a decision, event or policy. Because of the economic relationship between the FM MSA and the surrounding region, activities in the FM MSA can have far-reaching impacts.

Economic impact includes:

- Direct and indirect jobs created
- The wages paid to these direct and indirect jobs
- New residents to the city/county to fill new jobs
- Taxable spending by workers in the city/county
- Number of new residential units constructed in the city/county
- Taxable value of new residential units
- Taxable value of commercial assets such as land, buildings and equipment

These economic impacts can then be translated into additional costs and benefits for local taxing districts to determine the fiscal impact. These include:

Benefits

- Sales and Use Taxes
- Property Taxes
- Utility Revenues and Utility Franchise Fees
- Other Taxes and User Fees
- Additional State and Federal School Funding

Costs

- Costs for Providing Services to New Residents
- Costs of Providing Utilities
- Costs for Educating New Students

(Above information courtesy of Impact DataSource, Austin, Texas.)

Indirect revenues, jobs and salaries include businesses that may have supplied goods and services to the primary firm, such as equipment suppliers, construction companies, maintenance firms, etc. Direct revenues, jobs and salaries include companies that may have supplied goods and services to workers of the primary company, such as restaurants, retail stores, banks and service supported business.

Role of Primary Sector in FM MSA Economy

The GFMEDC has identified over 220 primary sector companies in the FM MSA. Of these companies, approximately 90% are in Cass County and 10% are in Clay County. Well over 17,000 people are employed by these companies.

Primary sector companies add value to a good or service which they then export outside the region, bringing new wealth into the community. These businesses can be located anywhere in the country, and sometimes anywhere in the world. A local equipment manufacturer, for example, manufactures its products in Fargo Moorhead and then sells them around the United States and to foreign countries. Sales of these products are used to pay workers in Fargo Moorhead and fund investments in buildings and equipment. Workers spend their salaries on housing, groceries, healthcare, education and other services. The dollars drawn into the community through the sale of construction and farm equipment is circulated through a variety of sectors in the economy.

GFMEDC Survey Post 2009 Flood Event

In the relatively recent flood events in prior years, businesses were negatively affected in many ways: flood damage to facilities or equipment; temporary loss of workers whose homes or property were subject to flood damage, or who felt the duty to assist in the community flood-fighting efforts; temporary disruption to shipments, customers, etc. due to road blockages or detours to accommodate flood-fighting efforts; and the mayor's request that "non-essential" businesses cease operations during the height of the flood-fighting efforts. After the 2009 flood event, GFMEDC administered a survey to select primary sector businesses asking the following question:

"If this region was devastated by severe flooding, do you anticipate your business would (circle all that apply):

- a. Move out of the country*
- b. Close down completely*
- c. Lose sales to foreign competitors*
- d. Lose production to foreign facilities"*

Of the primary sector business surveyed, seven responded yes to one or more scenarios and were willing to provide detailed financial information. This group included five manufacturers, one life science company and one back office operation.

The GFMEDC evaluated the impact of these seven companies using an economic impact analysis model developed by Impact DataSource of Austin, Texas. (An explanation of the model's methodology can be found in Appendix B.) In the event that these seven companies were negatively impacted in the ways listed above, it would translate to an economic impact of:

- 3,727 direct and indirect jobs lost
- \$180,306,366 in lost wages per year
- \$1,250,121,054 of lost revenue per year

Regional Economic Development (RED) Case Study - 2010

The GFMEDC also commissioned Impact DataSource, working in conjunction with URS Corp., a provider of engineering, construction and technical services for public agencies and private sector companies, to conduct a Regional Economic Development Study for the Fargo Moorhead Metro

Feasibility Study, published in March 2010. This study assessed the regional economic impacts associated with three aspects of a flood diversion project:

1. Construction costs.
2. Benefits associated with avoided flood damage (including avoided losses in business activity, avoided direct losses in regional product/output and losses in indirect/induced regional product/output).
3. Avoided loss in business confidence (without a permanent solution, the FM MSA will experience reduced business investment and growth).

In addition, the RED Study conducted a case study to determine the economic losses associated with a hypothetical primary sector company leaving the community.

For the results of the study, GFMEDC has an Appendix that can be shared (156 page report).

Regional Economic Impact of Cass County, ND and Clay County, MN

May 22, 2015



GFMEDC Mission



-
- Grow and diversify the economy in Cass County, N.D. and Clay County, Minn. through the retention, expansion and attraction of primary sector businesses.
 - Primary sector business is one that adds value to a good or service and then sells that good or service outside the trade region. Ex.: manufacturing, back office operations, software development.

FM Economic Indicators

Population 2014 Estimate		220,134
Employment Dec. 2014	<i>Labor Force</i>	124,877
	<i>Employed</i>	121,318
	<i>Unemployment Rate</i>	2.9%
New Housing Units 2014		3,569
Metro GDP 2013(BEA)		~\$14.5 billion
Median Household Income (2014 est.)		\$52,583

FM Economy in Perspective

- FM MSA GDP: ~\$14.5 billion
- N.D. GDP: ~\$56.3 billion
- Minn. GDP: ~\$312 billion

Employment by Industry

Industry Classification	Employment
Mining, Logging, and Construction	9,000
Manufacturing	10,300
Trade, Transportation, and Utilities	30,900
Information	3,300
Financial Activities	10,100
Professional and Business Services	15,800
Educational and Health Services	22,300
Leisure and Hospitality	14,600
Other Services	5,200
Government	18,500
Total non-farm jobs	140,000

Primary Sector Employment

Approximate breakdown of primary jobs by industry:

- Manufacturing 37%
- Back Office 25%
- Information Technology (IT) 18%
- Corporate Headquarters 7%
- Value-Added Agriculture 6%
- Distribution 5%
- Life Sciences 1%
- Physical Sciences 1%

Wages

Quarterly Census of Employment and Wages, Annual 2013

Total of public and private, non-farm payroll

- Cass County: \$4,844,687,884
- Clay County: \$638,758,863
- **Total: \$5,483,446,777**

Property Valuations



Cass County

- Commercial: \$4,847,075,500
- Residential: \$6,932,006,350
- Agricultural: \$1,025,501,800*
- Total: \$12,804,583,650

Clay County

- Commercial: \$544,713,900
- Residential: \$2,592,025,050
- Agricultural: \$2,549,804,594
- Other: \$363,698,556
- Total: \$6,050,242,100.

Grand Total: \$18,854,825,750

*Productivity value, not market value

Income & Sales Taxes

- Annual state personal income tax collections generated for the state by county
 - Cass County: \$67,326,332
 - Clay County: \$61,043,128
- Taxable Sales & Purchases
 - Cass County: \$3,125,583,081
 - Clay County: \$384,575,271

Geographic Location of Jobs

Total primary jobs in FM MSA: 110,946

- Jobs Held In Cass County: 94,418
- Jobs Held In Clay County: 16,528

A primary job is defined as the one job for each worker that provides the most earnings. By analyzing primary jobs, you are seeing "one job per worker," rather than all the jobs held by the workers in the region.

Where workers live who are employed in Cass County

- Cass County: 59,984 (63.5%)
- Clay County: 13,377 (14.2%)
- Total All Other Counties: 21,051 (22.3%)
- Other North Dakota Counties:
 - Richland: 1,872
 - Grand Forks: 1,785
 - Burleigh: 1,413
 - Ward: 1,139
 - Stutsman: 1,014
 - Barnes: 832
 - Sargent: 376
- Other Minnesota Counties:
 - Becker: 1,369
 - Otter Tail: 950
 - Polk: 686
 - Norman: 380
 - Wilkin: 153
 - Grant: 102

Where workers live who are employed in Cass County

Location	Total Labor Force (# of people residing in the location who are employed or seeking employment)*	Number of people residing in location that are employed in Cass County	Percentage of location's labor force employed in Cass County
Cass County	87,024	59,984	69%
-- Fargo	62,307	45,384	73%
-- West Fargo	14,841	12,134	82%
Clay County	34,039	13,377	39%
-- Moorhead	22,208	8,866	40%
-- Dilworth	1,917	955	49%

Sources: Research 360; Census Bureau Longitudinal Employer-Household Dynamics LED OnTheMap data tool; Job Service ND, MNDEED LAUS.

* 2011 Labor Force Data used to match with 2011 Census Geographic Data.

Where workers live who are employed in Clay County

- Clay County: 7,705 (46.6%)
- Cass County: 4,646 (28.1%)
- Total All Other Counties: 4,177 (25.3%)
- Other North Dakota Counties:
 - Richland: 156
 - Grand Forks: 60
 - Stustman: 44
 - Barnes: 37
 - Ransom: 32
 - Sargent: 27
- Other Minnesota Counties:
 - Becker: 615
 - Otter Tail: 400
 - Sterns: 192
 - Norman: 173
 - Wilkin: 165
 - Polk: 137

Where workers live who are employed in Clay County

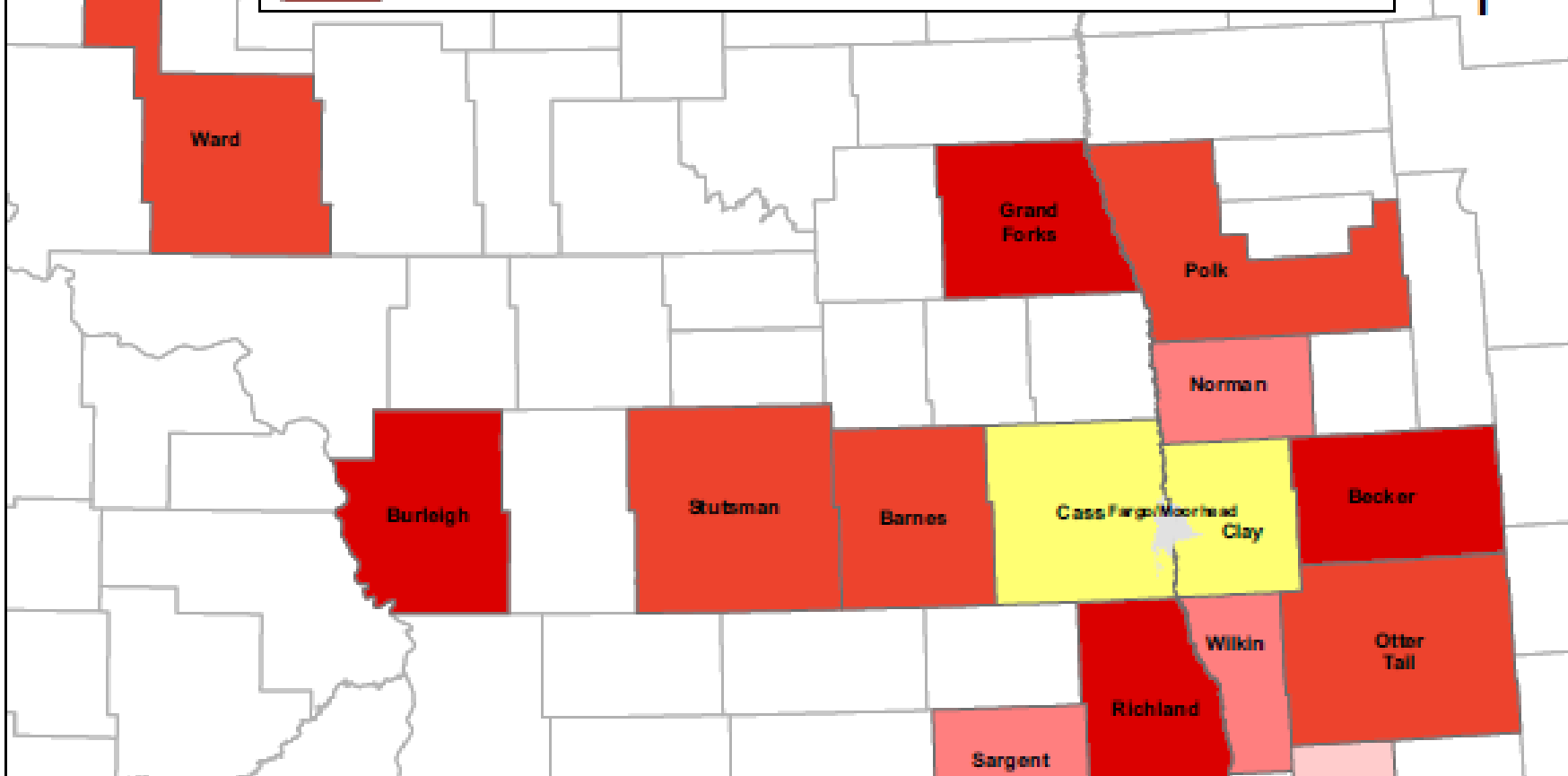
Location	Total Labor Force (# of people residing in the location who are employed or seeking employment)*	Number of people residing in location that are employed in Clay County	Percentage of location's labor force employed in Clay County
Cass County	87,024	4,646	5%
-- Fargo	62,307	3,501	5%
-- West Fargo	14,841	777	5%
Clay County	34,039	7,705	23%
-- Moorhead	22,208	4,770	21%
-- Dilworth	1,917	526	27%

Sources: Research 360; Census Bureau Longitudinal Employer-Household Dynamics LED OnTheMap data tool; Job Service ND, MNDEED LAUS.

* 2011 Labor Force Data used to match with 2011 Census Geographic Data.

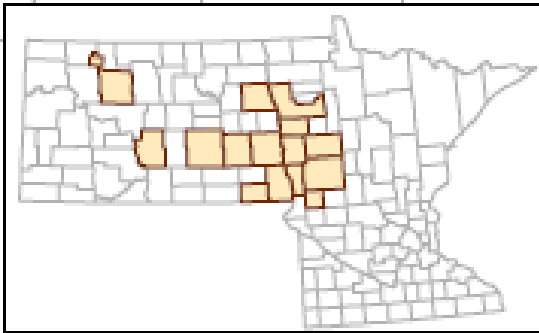


Cass/Clay Regional Employment Impact



Employed Persons in Cass or Clay County

- Cass/Clay County
- 1 - 300
- 301 - 600
- 601 - 1200
- 1201 - 1984



NDC County	Employed	MINN County	Employed
Barnes	809	Becker	1004
Burleigh	1,403	Grant	303
Grand Forks	1,845	Norman	303
Sichland	1,872	Otter Tail	303
Sargent	409	Polk	303
Stutsman	1,098	Wilkin	303
Ward	1,139		
Wilkin	303		

DISCLAIMER: This map is made available as a public service. Maps and data are to be used for reference purposes only and Cass County, ND, is not responsible for any inaccuracies herein contained. This map may vary by measurement for damages or other liabilities due to the nature of availability and/or release of this information. Thank you for this.

Cass County ND
www.casscountync.gov/nd/employment
Map: County # 323-303

Oil-by-rail traffic through Cass County

- More than 40 BNSF trains, many containing over 3 million gallons of Bakken crude oil, move through Cass County each week.
- BNSF hauls approximately 75% of all oil that leaves North Dakota by train.
- U.S. Energy Information estimated 437,000 barrels (13.8 million gallons) of Bakken crude oil travels east of out North Dakota by rail each day.

U.S. Department of Transportation Emergency Order, Issued May 7, 2014 and received February 13, 2015 prepared by BNSF Railway Company of Fort Worth, TX.

North Dakota Department of Emergency Services Report received December 1, 2014 prepared by Canadian Pacific Railway Company of Calgary Alberta.

Economic Impact

- Direct and indirect jobs created and their salaries
- New residents to the city/county and new students in schools
- Taxable spending expected in the city/county by workers
- Number of new residential units to be built in city/county
- Taxable value of residential property and business assets such as land, buildings and equipment
- Economic Impacts → fiscal impacts for local taxing districts, states, federal government

Economic Impact

- **Indirect** revenues, jobs and salaries include businesses that may have supplied goods and services to the primary firm, such as equipment suppliers, construction companies, maintenance firms, etc.
- **Induced** revenues, jobs and salaries include companies that may have supplied goods and services to workers of the primary company, such as restaurants, retail stores, banks and service supported businesses.

Role of Primary Sector

-
- 220+ total primary sector businesses in FM MSA
 - 90% in Cass County
 - 10% in Clay County
 - ~17,000 jobs
 - Export goods and services outside the region
 - Wealth creation
 - Direct, indirect and induced jobs
 - Retail, services, housing
 - Could be located anywhere
 - Supply chain

GFMEDC Survey of Primary Sector Businesses

- Conducted after the 2009 flood
- “If this region was devastated by severe flooding, do you anticipate your business would (circle all that apply):”
 - Move out of the country
 - Close down completely
 - Lose sales to foreign competitors
 - Lose production to foreign facilities

GFMEDC Survey of Primary Sector Businesses

-
- Seven businesses responded yes to one or more options **and** were willing to share economic information:
 - 5 manufacturing
 - 1 life science
 - 1 back office

 - Estimated economic impact:
 - 3,727 direct and indirect jobs
 - \$180,306,366 total payroll per year
 - Annual revenues of \$1,250,121,054

Three Analyses:

1. Loss of a hypothetical primary sector business
2. Loss of business confidence resulting from frequent flooding in the FM MSA
3. Change in economic output in the FM MSA for the With-Project (diversion) alternatives

- Loss of a hypothetical manufacturing company
- Characteristics:
 - Annual Revenues: \$16,500,000
 - Number of Employees: 150
 - Average Annual Salary: \$38,000

2010 Case Study

- Estimated losses to the area over 20 years
 - Economic Output:
 - \$443,361,179 direct operations
 - \$141,343,544 indirect & induced
 - Total output lost = \$584,704,723
 - Jobs
 - 150 direct jobs
 - ~48 indirect and induced jobs
 - Salaries
 - \$153,161,135 direct payroll
 - \$34,920,739 indirect and induced payroll
 - Total payroll lost = \$188,081,873

2010 Case Study

- Taxes
 - \$3,464,745 sales tax not collected
 - \$4,789,667 state personal income taxes not collected
 - \$3,275,745 state corporate income taxes not collected

- Miscellaneous Revenues for State and Local Taxing Districts and the Federal Government
 - \$6,205,851

- Total lost revenues for Minnesota and North Dakota
 - \$14,787,215

AWD and Change Order Summary

Date: May 14, 2015

AWD and Change Order Summary	Budget Estimate (\$)
Terracon Consultants, Inc. - AWD-00048 Rev-0 Materials Testing Services for Work Package 42 (WP-42)	30,000.00
<ul style="list-style-type: none"> • Additional budget for Owner’s Quality Assurance (QA) testing on Work Packages 42A.1/A.3 (4th Street Pump Station) and 42A.2 (2nd Street Pump Station) 	
ICS, Inc. - Change Order No. 1 WP-42A.1/42A.3 (4th Street Pump Station)	268,555.24
<ul style="list-style-type: none"> • Highrise parking lot modifications • Warming house power • Bore 36” storm sewer pipe 	
Total	\$298,555.24

DRAFT

AWD AND CHANGE ORDER SUMMARY

Terracon Consultants, Inc.

ADD \$ 30,000

AWD-00048 Rev-0

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

Description:

Provide on-call material sampling and testing services for construction QA requirements, including soil compaction and bearing strength; concrete temperature, air content, slump, and compressive strength; reinforcing steel inspection; contamination characterization; product property testing (e.g., rubber waterstops); and other items as requested.

Background:

Original budget for Terracon Consultants, Inc. Task Order No. 1 was estimated prior to design completion of these Work Packages. Now that design is complete and construction underway, PMC has a better understanding of the frequency of QA testing to be performed by Terracon Consultants, Inc., which is greater than the original budget can provide for. PMC is currently developing an estimate for a new budget that will extend services for the current known requirements of these Work Packages, and which will be presented to the Diversion Authority in a future amendment. In the meantime, an interim budget increase is necessary so that Terracon Consultants, Inc. can provide uninterrupted material sampling and testing services in support of the Owner's QA documentation requirements. The requested increase is estimated to provide six (6) additional weeks of service based on average weekly cost to date under the current Task Order.

Recommendation:

PMC recommends authorization of AWD-00048 Rev-0 for \$ 30,000.

DRAFT

ICS, Inc.
Change Order No. 1
WP-42A.1/42A.3 (4th Street Pump Station)

ADD \$268,555.24

Description:

Change Order No. 1 includes three distinct elements:

1. Change the design for modification of the Fargo Highrise parking lot to maximize the number of parking spaces on site.
 Cost = \$138,154.11
2. Re-route electrical service to the Park District’s warming house to replace a line that had to be removed for the project.
 Cost = \$49,834.89
3. Install approximately 40 feet of new 36” storm sewer line by means of boring where it passes underneath an existing 16” sanitary sewer force main.
 Cost = \$80,566.24

Background:

1. Following original design completion, appraisal process for Fargo Highrise revealed that additional parking would be necessary to minimize the impact of the project to the facility owner. HMG redesign parking lot modifications to make maximum use of available space for parking.
2. Electrical service to the warming house passed directly through the pump station footprint and must be replaced.
3. Design plans and city as-builts showed an existing 16” sanitary sewer force main as ductile iron piping. Contractor’s excavation discovered that force main is actually cast iron piping which could be damaged by further excavation. Risk and cost analysis by Contractor, CH2M HILL, HMG, and City of Fargo concluded that boring the new storm sewer under the existing force main will minimize risk and cost to Owner.

Recommendation:

PMC recommends authorization of Change Order No. 1 for \$268,555.24.



METRO FLOOD DIVERSION PROJECT

AUTHORITY WORK DIRECTIVE

AWD-00048 REV-0

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

		WORK TYPE:	WIK
TO:	Terracon Consultants, Inc.	DATE INITIATED:	5/14/2015
PROJECT:	Fargo-Moorhead Diversion Engineering Design		
OWNER:	Metro Flood Diversion Authority		

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

OBJECTIVE:

Provide an interim budget increase to allow Terracon Consultants, Inc. to continue performing Owner’s Quality Assurance (QA) testing on Work Packages 42A.1/A.3 (4th Street Pump Station) and 42A.2 (2nd Street Pump Station).

BACKGROUND:

Original budget for Terracon Consultants, Inc. Task Order No. 1 was estimated prior to design completion of these Work Packages. Now that design is complete and construction underway, PMC has a better understanding of the frequency of QA testing to be performed by Terracon Consultants, Inc., which is greater than the original budget can provide for. PMC is currently developing an estimate for a new budget that will extend services for the current known requirements of these Work Packages, and which will be presented to the Diversion Authority in a future amendment. In the meantime, an interim budget increase is necessary so that Terracon Consultants, Inc. can provide uninterrupted material sampling and testing services in support of the Owner’s QA documentation requirements. The requested increase is estimated to provide six (6) additional weeks of service based on average weekly cost to date under the current Task Order.

SCOPE:

Provide on-call material sampling and testing services for construction QA requirements including soil compaction and bearing strength; concrete temperature, air content, slump, and compressive strength; reinforcing steel inspection; contamination characterization; product property testing (e.g., rubber waterstops); and other items as requested.

DELIVERABLES:

Field observation reports, laboratory test results, sampling records, etc.

SCHEDULE:

Begin up on receipt of 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 \$30,000. Scope and budget changes for the Work will be included in a future amendment to Terracon Consultants, Inc., Task Order No. 1, Amendment 1.

REASON FOR CHANGE(S):

Continue materials testing for In-Town Levees (WP-42).

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, P.E.
Name

Program Manager
Title

Signature

Date

Ordered by: Board of Authority
Owner

Darrell Vanyo
Name

Board Chair
Title

Signature

Date

DRAFT

Change Order No. 01

Date of Issuance: <u>05/14/2015</u>	Effective Date: <u>05/14/2015</u>
Owner: <u>Metro Flood Diversion Authority</u>	Owner's Contract No.: <u>WP-42A.1/A.3</u>
Owner's Representative: <u>CH2M HILL Engineers, Inc.</u>	Owner's Representative Project No.: <u>435534</u>
Contractor: <u>ICS, Inc.</u>	Contractor's Project No.: <u>1114</u>
Engineer: <u>Houston-Moore Group, LLC</u>	Work Package No.: <u>WP-42A.1/A.3</u>
Project: <u>Fargo-Moorhead Area Diversion</u>	Contract Name: <u>4th Street Pump Station and Gatewell and 2nd Street Floodwall South</u>

The Contract is modified as follows upon execution of this Change Order:

Description:

1. FARGO HIGHRISE PARKING LOT MODIFICATIONS
 - a. Replace 37 sheets with the corresponding Change Order 1 sheets, dated 5/14/15, to accommodate changes to the design for modifications of the Fargo Highrise parking lot.
 - b. Incorporate attached Change Order 1 Unit Price Schedule, dated 5/14/15, into Contract Price to accommodate new quantities for items affected by the Change Order 1 drawings, plus the following new line items:
 - i. 0143, Plug Pipe 30" Dia
 - ii. 0144, F&I Curb & Gutter Standard (Type 1)
 - iii. 0145, F&I Grooved Plastic Film 8" Wide
 - iv. 0146, F&I Pipe 15" Dia Reinf Conc
2. WARMING HOUSE ELECTRICAL SERVICE
 - a. Re-route permanent power to the Fargo Park District's warming house according to attached drawing E-020-1, dated 4/22/15, to replace a power line removed by project.
 - b. Incorporate new line item 0147, *Warming House Electrical Service*, into Contract Price as shown in attached Change Order 1 Unit Price Schedule, dated 5/14/15.
3. JACK AND BORE 36" STORM SEWER PIPING
 - a. Install approximately 40 feet of the 36" storm sewer pipe between manholes ST-6 and ST-7 by means of jack and boring according to Contractor's attached proposed scope and schedule.
 - b. Incorporate new line item 0148, *Bore 36" Pipe*, into Contract Price as shown in attached Change Order 1 Unit Price Schedule, dated 5/14/15.
 - c. Change date in Agreement paragraph 4.02.A.3 from July 31, 2015 to **August 15, 2015**.
 - d. Change date in Agreement paragraph 4.02.A.4 from August 20, 2015 to **September, 4, 2015**.

Attachments:

- Change Order 1 Unit Price Schedule, dated 5/14/15
- Change Order 1 drawings, dated 5/14/15 (not included but incorporated by reference)
- Summary of Change Order 1 drawings
- Drawing E-020-1 to establish warming house electrical service scope
- Contractor's Change Proposal for boring

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: 17,361,616.35	Original Contract Times: Milestone 4.02.A.3: <u>July 31, 2015</u> Milestone 4.02.A.4: <u>August 20, 2016</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>00</u> : 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>00</u> : Milestone 4.02.A.3: Milestone 4.02.A.4:
Contract Price prior to this Change Order: 17,361,616.35	Contract Times prior to this Change Order: Milestone 4.02.A.3: <u>July 31, 2015</u> Milestone 4.02.A.4: <u>August 20, 2016</u>
[Increase] [Decrease] of this Change Order: 268,555.24	[Increase] [Decrease] of this Change Order: Milestone 4.02.A.3: <u>15 days</u> Milestone 4.02.A.4: <u>15 days</u>
Contract Price incorporating this Change Order: 17,630,171.59	Contract Times with all approved Change Orders: Milestone 4.02.A.3: <u>August 15, 2015</u> Milestone 4.02.A.4: <u>September 4, 2015</u>
RECOMMENDED:	ACCEPTED:
By: _____ Owner's Representative (Authorized Signature)	By: _____ Owner (Authorized Signature)
Title: <u>Construction Manager</u>	Title: _____
Date: <u>05/14/2015</u>	Date: _____
	ACCEPTED:
	By: _____ Contractor (Authorized Signature)
	Title: _____
	Date: _____

WP-42A.1/A.3
4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 1 Unit Price Schedule
 DATE: 5/14/2015



WP-42A.1/A.3 - Change Order No. 1 Line Items ONLY											
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
0004	Remove Sanitary Sewer Pipe All Sizes All Types	LF	130	\$ 11.00	\$ 1,430.00	10	\$ -	\$ 110.00	140	\$ 11.00	\$ 1,540.00
0010	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	307	\$ 60.00	\$ 18,420.00	25	\$ -	\$ 1,500.00	332	\$ 60.00	\$ 19,920.00
0017	F&I Manhole 4' Dia Reinf Conc	EA	2	5,000	\$ 10,000.00	1	\$ -	\$ 5,000.00	3	\$ 5,000.00	\$ 15,000.00
0020	F&I Manhole 7' Dia Reinf Conc	EA	2	\$ 22,000.00	\$ 44,000.00	1	\$ -	\$ 22,000.00	3	\$ 22,000.00	\$ 66,000.00
0021	F&I Manhole Type E Reinf Conc	EA	3	\$ 70,000.00	\$ 210,000.00	(1)	\$ -	\$ (70,000.00)	2	\$ 70,000.00	\$ 140,000.00
0027	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1	\$ 5,000.00	\$ 5,000.00	1	\$ -	\$ 5,000.00	2	\$ 5,000.00	\$ 10,000.00
0037	F&I Pipe 18" Dia Reinf Conc	LF	282	\$ 95.00	\$ 26,790.00	9	\$ -	\$ 855.00	291	\$ 95.00	\$ 27,645.00
0046	30" Flapgate	EA	1	\$ 25,000.00	\$ 25,000.00	(1)	\$ -	\$ (25,000.00)	-	\$ 25,000.00	\$ -
0054	Remove Pavement All Thickness All Types	SY	7,520	\$ 10.00	\$ 75,200.00	706	\$ -	\$ 7,060.00	8,226	\$ 10.00	\$ 82,260.00
0055	Subgrade Preparation	SY	8,796	\$ 4.50	\$ 39,582.00	1,700	\$ -	\$ 7,650.00	10,496	\$ 4.50	\$ 47,232.00
0056	F&I Woven Geotextile	SY	8,796	\$ 2.50	\$ 21,990.00	1,700	\$ -	\$ 4,250.00	10,496	\$ 2.50	\$ 26,240.00
0057	F&I Class 5 Agg - 6" Thick	SY	3,878	\$ 10.00	\$ 38,780.00	1,700	\$ -	\$ 17,000.00	5,578	\$ 10.00	\$ 55,780.00
0062	F&I Curb & Gutter Standard (Type II)	LF	2,126	\$ 40.00	\$ 85,040.00	(96)	\$ -	\$ (3,840.00)	2,030	\$ 40.00	\$ 81,200.00
0063	Remove Curb & Gutter	LF	1,705	\$ 10.00	\$ 17,050.00	219	\$ -	\$ 2,190.00	1,924	\$ 10.00	\$ 19,240.00
0064	F&I Pavement 6" Thick Reinf Conc	SY	2,044	\$ 66.00	\$ 134,904.00	1,700	\$ -	\$ 112,200.00	3,744	\$ 66.00	\$ 247,104.00
0067	F&I Sidewalk 4" thick Reinf Conc	SY	1,313	\$ 60.00	\$ 78,780.00	88	\$ -	\$ 5,280.00	1,401	\$ 60.00	\$ 84,060.00
0068	Remove Sidewalk All Thicknesses All Types	SY	970	\$ 15.00	\$ 14,550.00	142	\$ -	\$ 2,130.00	1,112	\$ 15.00	\$ 16,680.00
0074	F&I Det Warn Panels Cast Iron	SF	80	\$ 70.00	\$ 5,600.00	29	\$ -	\$ 2,030.00	109	\$ 70.00	\$ 7,630.00
0075	F&I Sign Assembly	EA	11	\$ 220.00	\$ 2,420.00	7	\$ -	\$ 1,540.00	18	\$ 220.00	\$ 3,960.00
0076	Relocate Sign Assembly	EA	11	\$ 220.00	\$ 2,420.00	2	\$ -	\$ 440.00	13	\$ 220.00	\$ 2,860.00
0077	F&I Engineering Grade	SF	7	\$ 30.00	\$ 216.00	16	\$ -	\$ 474.00	23	\$ 30.00	\$ 690.00
0079	F&I High Intensity Prismatic	SF	38	\$ 35.00	\$ 1,316.00	(10)	\$ -	\$ (350.00)	28	\$ 35.00	\$ 966.00
0081	F&I Grooved Plastic Film Message	SF	32	\$ 50.00	\$ 1,600.00	48	\$ -	\$ 2,400.00	80	\$ 50.00	\$ 4,000.00
0082	F&I Grooved Plastic Film 4" Wide	LF	1,018	\$ 10.00	\$ 10,180.00	467	\$ -	\$ 4,670.00	1,485	\$ 10.00	\$ 14,850.00
0083	F&I Grooved Plastic Film 24" Wide	LF	60	\$ 40.00	\$ 2,400.00	12	\$ -	\$ 480.00	72	\$ 40.00	\$ 2,880.00
0084	Paint Epoxy Message	SF	150	\$ 20.00	\$ 3,000.00	(118)	\$ -	\$ (2,360.00)	32	\$ 20.00	\$ 640.00

WP-42A.1/A.3
4th Street Pump Station and Gatewell - 2nd Street Floodwall South

Change Order 1 Unit Price Schedule
 DATE: 5/14/2015



WP-42A.1/A.3 - Change Order No. 1 Line Items ONLY												
ITEM	DESCRIPTION	UNIT	Current Budget			Net Change			New Budget			
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT	
0085	Paint Epoxy Line 4" Wide	LF	2,890	\$ 6.00	\$ 17,340.00	354	\$ -	\$ 2,124.00	3,244	\$ 6.00	\$ 19,464.00	
0086	Paint Epoxy Line 8" Wide	LF	299	\$ 10.00	\$ 2,990.00	(65)	\$ -	\$ (650.00)	234	\$ 10.00	\$ 2,340.00	
0087	Paint Epoxy Line 24" Wide	LF	12	\$ 20.00	\$ 240.00	(12)	\$ -	\$ (240.00)	-	\$ 20.00	\$ -	
0088	Obliterate Pavement Markings	SY	34	\$ 35.00	\$ 1,190.00	148	\$ -	\$ 5,180.00	182	\$ 35.00	\$ 6,370.00	
0090	Remove Fence	LF	132	\$ 27.00	\$ 3,564.00	70	\$ -	\$ 1,890.00	202	\$ 27.00	\$ 5,454.00	
0093	Remove Tree	EA	12	\$ 600.00	\$ 7,200.00	7	\$ -	\$ 4,200.00	19	\$ 600.00	\$ 11,400.00	
0096	Sediment Control Log 6" to 8" Dia	LF	1,067	\$ 3.00	\$ 3,201.00	63	\$ -	\$ 189.00	1,130	\$ 3.00	\$ 3,390.00	
0097	Inlet Protection - New Inlet	EA	6	\$ 300.00	\$ 1,800.00	1	\$ -	\$ 300.00	7	\$ 300.00	\$ 2,100.00	
0107	Topsoil - Strip	CY	5,585	\$ 5.00	\$ 27,925.00	121	\$ -	\$ 605.00	5,706	\$ 5.00	\$ 28,530.00	
0108	Topsoil - Spread	CY	2,750	\$ 5.00	\$ 13,750.00	(48)	\$ -	\$ (240.00)	2,702	\$ 5.00	\$ 13,510.00	
0113	Mulching Type 1 - Hydro	SY	16,993	\$ 0.50	\$ 8,496.50	(290)	\$ -	\$ (145.00)	16,703	\$ 0.50	\$ 8,351.50	
0114	Seeding Type B	SY	16,993	\$ 0.35	\$ 5,947.55	(290)	\$ -	\$ (101.50)	16,703	\$ 0.35	\$ 5,846.05	
0115	Overseeding	SY	33,985	\$ 0.25	\$ 8,496.25	(580)	\$ -	\$ (145.00)	33,405	\$ 0.25	\$ 8,351.25	
0116	Weed Control Type B	SY	16,993	\$ 0.15	\$ 2,548.95	(290)	\$ -	\$ (43.50)	16,703	\$ 0.15	\$ 2,505.45	
0143	Plug Pipe 30" Dia.	EA	-	\$ -	\$ -	1	\$ 860.00	\$ 860.00	1	\$ 860.00	\$ 860.00	
0144	F&I Curb & Gutter Standard (Type I)	LF	-	\$ -	\$ -	281	\$ 43.00	\$ 12,083.00	281	\$ 43.00	\$ 12,083.00	
0145	F&I Grooved Plastic Film 8" Wide	LF	-	\$ -	\$ -	224	\$ 13.00	\$ 2,912.00	224	\$ 13.00	\$ 2,912.00	
0146	F&I Pipe 15" Dia Reinf Conc	LF	-	\$ -	\$ -	81	\$ 82.31	\$ 6,667.11	81	\$ 82.31	\$ 6,667.11	
0147	Warming House Electrical Service	LS	-	\$ -	\$ -	1	\$ 49,834.89	\$ 49,834.89	1	\$ 49,834.89	\$ 49,834.89	
0148	Bore 36" Pipe	LS	-	\$ -	\$ -	1	\$ 80,566.24	\$ 80,566.24	1	\$ 80,566.24	\$ 80,566.24	
CHANGE ORDER NO. 1 LINE ITEMS ONLY - TOTAL AMOUNT			CURRENT BUDGET		\$ 980,357.25	NET CHANGE		\$ 268,555.24	NEW BUDGET		\$ 1,248,912.49	

CHANGE ORDER NO. 1

4th Street Pump Station and Gatewell, 2nd Street Floodwall South

Work Package 42A.1/42A.3

May 14, 2015

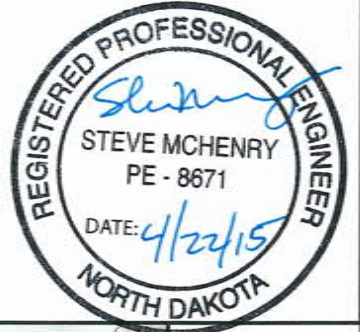
DRAWINGS

1. Replace sheet X-040-1 with attached CO #1 sheet X-040-1: Changes include revised pavement removal limits for driveway and sidewalk area, added fence removal, added street lights to be salvaged, added trees for removal, and added sanitary sewer pipe removal.
2. Replace sheet X-040-2 with attached CO #1 sheet X-040-2: Changes include added sanitary sewer pipe removal
3. Replace sheet C-004-1 with attached CO#1 sheet C-004-1: Changes include revised fire hydrant location, revised ST-10.1 location, revised pavement limits, added ST-3.1 and ST-3.2, and removed ST-5.
4. Replace sheet C-020-1 with attached CO#1 sheet C-020-1: Changes include adjust Flap gate notes in Frame section and in the Measurement and Payment section.
5. Replace sheet C-020-5 with attached CO#1 sheet C-020-5: Changes include revised grading of points near the high rise plaza, new pavement limits.
6. Replace sheet C-020-6 with attached CO#1 sheet C-020-6: Changes include revised grading of ADA ramp near high rise plaza, new pavement limits. Added Viewport showing grading of high rise parking lot sidewalk.
7. Replace sheet C-020-7 with attached CO#1 sheet C-020-7: Changes include revised grading of the high rise plaza, new pavement limits
8. Replace sheet C-050-1 with attached CO#1 sheet C-050-1: Changes include updated Rim elevations for SS-1, SS-2, SS-3, ST-9, ST-10, ST-10.1, and ST-10.2. Updated invert elevation for ST-10 East. Added pipe length from ST-10 to ST-10.1. Adjusted pipe slope from ST-10 to ST-11 from 1.00% to 1.65%. Removed ST-5, and adjusted invert elevation for ST-6 South. Added pipe length from ST-4 to ST-6. Changed ST-9 casting type, added ST-3.1 and ST-3.2.
9. Replace sheet C-055-1 with attached CO#1 sheet C-055-1: Changes include adding ST-3.1 and ST-3.2, removed ST-5, remove note installing 30" flapgate, add note plugging existing 30" RCP SS.
10. Replace sheet C-055-2 with attached CO#1 sheet C-055-2: Changes include new pavement limits, added ST-3.1 and ST-3.2, updated ST-10.1 location, updated fire hydrant location, increased pipe slope from ST-10 to ST-11 from 1.00% to 1.65%, adjusted rim elevations for ST-9, ST-10, ST-10.1, and ST-10.2. Added proposed propane tank location. Removed ST-5, adjusted invert elevation for ST-6 South. Added pipe length from ST-4 to ST-6. ST-6 NE invert deleted. Changed ST-9 casting type. Added salvaged street light note.
11. Replace sheet C-055-3 with attached CO#1 sheet C-055-3: Changes include removed ST-5, added ST-3.1 and ST-3.2, remove note installing 30" flapgate, add note plugging existing 30" RCP SS.

12. Replace sheet C-055-4 with attached CO#1 sheet C-055-4: Changes include new pavement limits, updated ST-10.1 location, updated fire hydrant location, and changed note for hydrant from 39'-6" W.M to 65'-6" W.M. Added proposed propane tank location. Adjusted T.O.P and T.O.B for fire hydrant note. Added salvaged street light note.
13. Replace sheet C-055-5 with attached CO#1 sheet C-055-5: Changes include removed ST-5, added ST-3.1 and ST-3.2, remove note installing 30" flapgate, add note plugging existing 30" RCP SS. Adjusted T.O.P and T.O.B for fire hydrant note.
14. Replace sheet C-055-6 with attached CO#1 sheet C-055-6: Changes include new pavement limits, updated ST-10.1 location, updated fire hydrant location, and changed rim elevations for SS-1, SS-2, and SS-3. Added proposed propane tank location. Added salvaged street light note.
15. Replace sheet C-055-7 with attached CO#1 sheet C-055-7: Changes include adding ST-3.1 and ST-3.2.
16. Replace sheet C-055-8 with attached CO#1 sheet C-055-8: Changes include adding ST-3.1 and ST-3.2, adding 15" RCP connection to ST-3. Adjusted and added grading points to the proposed finished ground surface.
17. Replace sheet C-060-1 with attached CO#1 sheet C-060-1: Changes include new pavement limits, added ST-3.1 and ST-3.2, updated ST-10.1 location, updated fire hydrant location, updated grading of the high rise parking lot and pump station area, add curb taper note for high rise plaza area. Removed ST-5. Added note for mountable (Type I) curb on 2nd St. South.
18. Replace sheet C-060-2 with attached CO#1 sheet C-060-2: Changes include new pavement limits, added ST-3.1 and ST-3.2, updated ST-10.1 location, updated fire hydrant location, updated grading of the high rise parking lot and pump station area, add curb taper note for high rise plaza area, add note for pedestrian walkway to taper curb, add note to match existing curb and gutter section. Removed ST-5. Added note for mountable (Type I) curb on 2nd St. South.
19. Replace sheet C-070-1 with attached CO#1 sheet C-070-1: Changes include revised pavement limits, updated grading in parking lot area and pump station area, added ST-3.2, updated ST-10.1 location, and updated fire hydrant location.
20. Replace sheet C-070-2 with attached CO#1 sheet C-070-2: Changes include revised pavement limits, updated surface for parking lot area and pump station area, added ST-3.2, updated ST-10.1 location, and updated fire hydrant location.
21. Replace sheet C-075-1 with attached CO#1 sheet C-075-1: Changes include revised pavement limits, added bioroll to the high rise parking lot area, updated surface for pump station area, removed construction fence, adjusted construction limits, and adjusted seeding limits. Removed ST-5 and added ST-3.1 and ST-3.2. Added inlet protection to ST-3.2.
22. Replace sheet C-075-2 with attached CO#1 sheet C-075-2: Changes include adding ST-3.1 and ST-3.2, revised pavement limits, updated surface for pump station area, updated ST-10.1 location, and added inlet protection to ST-3.2.
23. Replace sheet C-075-3 with attached CO#1 sheet C-075-3: Changes include adding ST-3.1 and ST-3.2, removed ST-5, updated surface for pump station area, adjusted project area from 7.6 AC to 7.9 AC, and added inlet protection to ST-3.2.

24. Replace sheet C-110-1 with attached CO#1 sheet C-110-1: Changes include revised pavement limits and removed additional signs on 4th St. S and in the high rise parking lot.
25. Replace sheet C-110-2 with attached CO#1 sheet C-110-2: Changes include revised pavement limits and installed additional signs on 4th St. S and in high rise parking lot. Adjusted location of handicap parking locations. Removed NDDOT standard drawing references.
26. Replace sheet C-120-1 with attached CO#1 sheet C-120-1: Changes include revised pavement limits and changed notes on the sheet.
27. Replace sheet C-120-2 with attached CO#1 sheet C-120-2: Changes include revised pavement limits, changed notes on the sheet, adjusted pavement marking layout in the high rise parking lot, and added additional pavement marking obliteration.
28. Replace sheet C-200-1 with attached CO#1 sheet C-200-1: Changes include revised cross section.
29. Replace sheet C-200-2 with attached CO#1 sheet C-200-2: Changed include revised cross section.
30. Replace sheet C-200-3 with attached CO#1 sheet C-200-3: Changes include revised cross section.
31. Replace sheet C-200-4 with attached CO#1 sheet C-200-4: Changes include revised cross section.
32. Replace sheet C-200-8 with attached CO#1 sheet C-200-8: Changes include revised cross section.
33. Replace sheet C-200-9 with attached CO#1 sheet C-200-9: Changes include revised cross section.
34. Replace sheet S-405 with attached CO#1 sheet S-405: Changes include added note to Detail 1 and Detail 2, note reads 1" (Typ.).
35. Replace sheet S-406 with attached CO#1 sheet S-406: Changes include changed dimension of Column Cap Detail from 2'-0" to 2'-2". Also changed dimension for Detail 5 from 2'-0" to 2'-2".
36. Replace sheet S-503 with attached CO#1 sheet S-503: Changes include adding 15" RCP pipe to the east side of ST-3.
37. Replace sheet S-504 with attached CO#1 sheet S-504: Changes include adding 15" RCP pipe to the east side of ST-3.

04/22/15 09:46:15AM H:\Fargo\JBN\7400\7438\12-7438_009\006-in-Town Levels Phase 1\CAD\2nd St S\Plans 90\020 WARMING HOUSE ELECTRICAL DETAIL 4-22-15.dwg



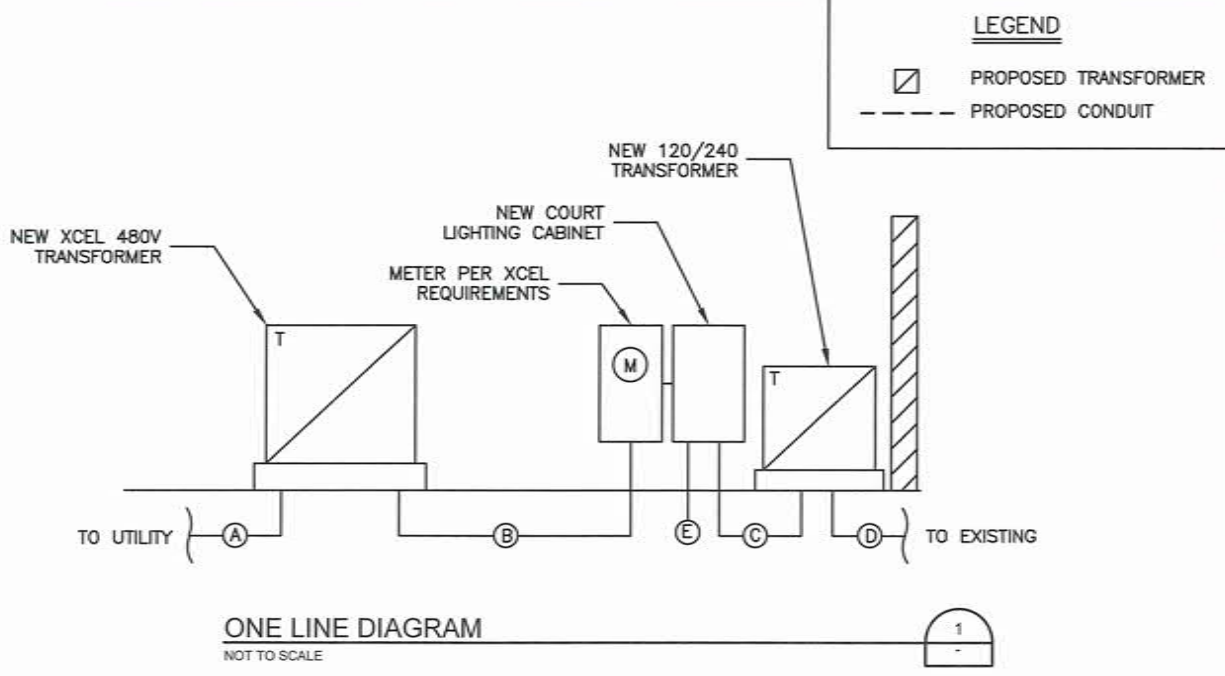
HMG
HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVELS
4TH STREET PUMP STATION & 2ND STREET S FLOODWALL
RED RIVER OF THE NORTH RIVER BASIN
FARGO-MOORHEAD FLOOD RISK MANAGEMENT
CASS COUNTY, NORTH DAKOTA
WARMING HOUSE ELECTRICAL PLAN

FEEDER SCHEDULE				
FEEDER	CONDUIT AND WIRE SIZE	RATING	FEEDING	NOTES
A	N/A	N/A	UTILITY 480V TRANSFORMER	1
B	2" C, 3 #3/0 MCM AND 1#4 GRND	200	METER, 200A PANEL	
C	2" C, 2 #4 MCM AND 1#6 GRND	100	25 KVA 120/240 XFRM	2
D	N/A	N/A	EXISTING WH PANEL	2
E	N/A	N/A </td <td>COURT LIGHTING</td> <td>2</td>	COURT LIGHTING	2

NOTES:
1. WIRING BY UTILITY.
2. FIELD VERIFY EXISTING CONDUIT AND WIRING.

- SHEET NOTES:**
- 1 RELOCATE EXISTING 200A METER, PANEL AND CONTROL PANEL FEEDING BASKETBALL AND SLEDDING HILL LIGHTS TO WARMING HOUSE. F&I NEW 3R CABINETS, RE-USE EXISTING CIRCUIT BREAKERS AND CONTACTORS. F&I NEW CONDUIT AND WIRING TO COURT LIGHTING. F&I 2P 100 BREAKER FOR NEW 120/240 TRANSFORMER. FIELD VERIFY EXISTING CONDUIT AND WIRING SIZES. RE-FEED EXISTING CONTROL WIRING FROM WARMING HOUSE. PROVIDE CONDUIT AND WIRING SIZES TO MATCH EXISTING.
 - 2 XCEL TO PROVIDE 480V TRANSFORMER SIZED TO ACCOMMODATE CURRENT LOAD REQUIREMENTS. PROVIDE PAD PER XCEL ENERGY REQUIREMENTS. COORDINATE WITH XCEL ENERGY FOR EXACT PLACEMENT OF EQUIPMENT TO MEET CLEARANCE REQUIREMENTS.
 - 3 F&I 120/240 TRANSFORMER AND CONDUCTORS TO EXISTING WARMING HOUSE PANEL. PROVIDE CONDUIT AND WIRING SIZES TO MATCH EXISTING.



ELEVATION DATUM (VERTICAL CONTROL) NAVD 88 GEOID03
COORDINATE SYSTEM (HORIZONTAL CONTROL) NAD 83 (1986) FARGO GROUND - US SURVEY FEET

DATE:	4-22-15
REVISED:	
REVISED:	
REVISED:	
RECORD:	
FILE NAME:	
PROJECT No.	WP-42A.3
DRAWN BY:	JMV, KAL
CHECKED BY:	SJM
PROJ. MANAGER:	CGT
PROJ. ENGINEER:	

E-020-1



P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

May 5, 2015

Tyler Smith
CH2M Hill
520 Main Avenue, Suite 601
Fargo, ND 58105

Re: Contract No. WP-42A.1/A.3 4th Street Pump House

Dear Ty,

Attached is a price quote from Reiner Contracting to jack and bore the 36" Storm pipe under the 16" force main.

Thank you.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Jonathan R. Chose", is written over a large, light gray "DRAFT" watermark that is oriented diagonally across the page.

Jonathan R. Chose
Project Manager

REINER PRICE FOR JACK & BORE UNDER THE 16" FORCE MAIN

After careful review and discovery of the lift station pumping volumes given by Wayne with the City of Fargo and exploring other options the most economical solution to the issue is to jack and bore. We propose to jack and bore 40 LF of 54" casing under the existing force main. In order to get this accomplished we will have to excavate a bore pit which will be on the street side of the lift station so material will be removed and replaced with Class 3 backfill. Jack and boring will then occur and then the 36" bell and spigot will be installed and the casing blown full of sand. The subcontractor on the jack and bore has a window of opportunity starting next Thursday and Friday, May 14th and 15th. This will put a 10 to 12 day delay on this section of the project if an answer is given by Thursday, May 7th at 10:00 AM.

Reiner quote. \$ 76,729.75

ICS to have a 5% mark up as the prime contractor.
Time extension of 15 calendar days.

DRAFT



This is Amendment No. 2, consisting of 1 pages.

Amendment 2

In accordance with Paragraph 8.01 of the Agreement between **Diversion Board of Authority** ("Owner") and **North Dakota State University** ("Agent") for **Ag Risk Study Services**, dated September 16, 2014 ("Agreement"), Owner and Agent agree as follows:

The parties agree that in the event of a conflict between prior versions of this Agreement and this Amendment, the terms and conditions in this Amendment shall prevail, provided however, nothing herein shall preclude Agent from invoicing for work authorized under prior versions of this Amendment 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. Scope of Work:
 - A. Services of Agent for this Amendment 2 are presented in the attached Exhibit A-2.
- 2. Payments to Agent
 - A. Owner shall pay Agent for services rendered as follows:

	Current Budget (\$)	Change (\$)	Revised Budget (\$)
Ag Risk Economic Evaluation	91,207	43,960	135,167
TOTAL	91,207	43,960	135,167

- B. The terms of payment are set forth in Article 9.01 of the Agreement.
- 3. Terms and Conditions: Execution of this Amendment by Owner and Agent shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Agent is authorized to begin performance upon its receipt of a copy of this Amendment signed by Owner.

The Effective Date of this Agreement is September 16, 2014.

OWNER:
Metro Flood Diversion Authority

AGENT:
North Dakota State University

Signature _____ Date _____

Signature _____ Date _____

Darrell Vanyo _____
Name

Name

Chairman, Board of Authority _____
Title

Title

**Ag Risk Economic Evaluation for
Temporary Water Retention Easement Values and Crop Insurance**

Description of Cost Overruns and Supplemental Funding Request

**Submitted to:
FM Diversion Authority**

May 7, 2015

**Submitted by:
Dr. Nancy M. Hodur (project contact)*
Dr. Saleem Shaik
Dean Bangsund
David Saxowsky**

**Department of Agribusiness and Applied Economics
North Dakota State University
Fargo, ND 58105
701-231-7357*
Nancy.Hodur@ndsu.edu**



Description of Cost Overruns:

Unanticipated revisions and modeling complexities have resulted in greater time requirements to accomplish research goals than was foreseen in late March at the time of the supplemental work agreement. The additional time requirements have resulted in cost overruns.

Results in mid-March showed significant differences between the number of optimal and non-optimal planting days, and the number of switch acres and prevent plant acres between the with and without diversion scenarios. The research team met with AE2S on March 25th. During that meeting, the research team and members of AE2S agreed that the flood distributions developed earlier in the project had to be changed. Further, it was agreed that producer planting simulations were not representative of recent increases in producer planting capacities. As a result of that meeting, it was determined that distributions for each of the stochastic variables would have to be re-estimated. It also was determined during that meeting that additional input from producers would be required to validate planting assumptions, provide input on key economic assumptions, and provide input necessary to develop new distributions, planting rates, and plant start dates.

The research team conducted a focus group meeting with producers, and as a result of that meeting, it was clear that several key assumptions in the model required adjustment. The assumptions were modified and new stochastic distributions were generated for planting rates and planting dates. In addition to new distributions, the producer group meeting revealed the need to change a key element in the planting decision criteria related to prevent plant and switch crop decision. This change was not compatible with the original physical code for crop switch dates and treatment of prevent plant acres. Changing the decision criteria from switching acres prior to prevent plant dates to switching crops after the prevent plant dates resulted in a significant and complex revision to the model. In addition to changing the model architecture, guidelines for treatment of insurance had to be refined, yield loss functions had to be adjusted, and new code written to incorporate unanticipated planting options occurring after the prevent plant dates. The new code also had to be proofed and tested, and the output validated.

The level of complexity associated with this modeling effort has greatly exceeded that described under the supplemental work agreement. For example, a unique combination of planting decisions, specific to soybeans, took three days to resolve. An issue related to floating point arithmetic required technical assistance from the SAS Institute. As a result, the budget has been expended resolving these unanticipated issues. A considerable amount of work was accomplished over the past two months, but those efforts required additional time and resources exceeding the budget detailed in the proposal and supplemental work agreement.

Remaining Work:

Considerable work remains to finalize the research project. The additional funding request will cover the cost associated with the remaining tasks. Remaining tasks include final data analysis and interpretation, including a discussion of the results and study conclusions, preparation of review materials for AE2S and USACE staff, revisions that may result from the review process, preparation of presentation materials for the Ag Committee and the FM Diversion Authority, document preparation, and review and publication of the research report.

Budget:

Requested funding to complete remaining tasks as detailed in the original proposal is \$43,960.

Budget Item	Cost	
Direct Expenses		
Salaries	\$22,744	
Research Scientist/Asst. Research Professor (3.0 months)		
Benefits		
Research Scientist/Asst. Research Professor (30 percent)	\$6,823	
Total Direct	<u>\$29,567</u>	29,567
Indirect Expenses		<u>13,643</u>
Total Expenses		<u>\$43,960</u>

Land Management Summary

May 14, 2015

Acquisitions Completed Through April 30, 2015

Property Type	Complete	
	Properties	Acreage
Single-Family Residential	15	30
<i>Subset: Medical Hardship</i>	5	27
Agricultural	20	2,267
Commercial	2	290
Multi-Family Residential	--	--
Public	3	3
Other	--	--

Acquisition Budget Through April 30, 2015

Fiscal Year	No. Properties Acquired	Lands Budget (\$000)	Lands Expenses (\$000)	Outstanding Encumbrances (\$000)	Remaining Budget (\$000)
FY13	4	\$28,000	\$1,628		n/a
FY14	15	\$37,700	\$20,006		n/a
FY15	13	\$106,700	\$18,706	\$37,718	\$50,276

Other News for month of April:

- The CH2M/AE2S team continues to actively engage with Prosource and the Oxbow home owners to facilitate the home purchase and rebuild process. 36 of the 40 homes in Oxbow have been presented initial offers, 4 appraisals remain with USACE for final review.
- One Opportunistic Farmland purchase was completed.
- Received approval from USACE on two (2) OHB appraisals this month.
- ProSource has four (4) appraisals with USACE for review.
- Ulteig has fourteen (14) appraisals with USACE for review.
- HMG has two (2) appraisals with USACE for review.
- Relocations from Park East continue to move forward. At present, approximately 70% of the tenants have vacated or have secured plans to vacate.
- Four (4) properties were closed on.
- Three (3) new purchase agreements were signed for properties in the Oxbow area.
- 25 new parcels have been assigned to Ulteig that will require easements for an internal drainage project along County Highway 25 in Hickson.

Land Management Summary

May 14, 2015

Appraisals Complete or In Negotiation (sorted by closing date)

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
Agricultural property 75ac – S2, T141, R49	0530	Agricultural	Closed	Direct negotiations	
17495 52nd St SE, Hickson	1989	Residential	Closed	ProSource/Hraba	
18 North Terrace	9166	Residential	Closed	HMG/Britton	
1330 Elm Street, Fargo	9203	Residential	Closed	HMG/Britton	
Agricultural property 49.5ac – S13, T137, R49	1931, 1936	Agricultural	Purchase Agreement Signed	Ulteig/Bock	
5059 Makenzie Cir, Horace (owner of 3 other parcels)	2150, 9669, 9672	Residential	Purchase Agreement Signed	ProSource/Hraba	
1318 Elm Street, Fargo	9200	Residential	Purchase Agreement Signed	HMG/Britton	
749 Riverbend Road	9511	Residential	Purchase Agreement Signed	ProSource/McKinzie	
748 Riverbend Rd	9591	Residential	Purchase Agreement Signed	ProSource/Hraba	May 30, 2015
752 Riverbend Road	9592	Residential	Purchase Agreement Signed	ProSource/Hraba	May 30, 2015
334 Schnell Drive	9645	Residential	Purchase Agreement Signed	ProSource/Hraba	
350 Schnell Drive	9649	Residential	Purchase Agreement Signed	ProSource/Hraba	August, 2015
349 Schnell Drive	9664	Residential	Purchase Agreement Signed	ProSource/Hraba	May 30, 2015
353 Schnell Drive	9665	Residential	Purchase Agreement Signed	ProSource/Hraba	May 30, 2015
357 Schnell Drive	9666	Residential	Purchase Agreement Signed	ProSource/Hraba	May 30, 2015
361 Schnell Drive	9667	Residential	Purchase Agreement Signed	ProSource/Hraba	May 30, 2015
Park East Apartments, LLC	9782	Commercial	Purchase Agreement Signed	HMG/Britton	
Agricultural property 157ac – S10, T141, R49; S10, T141, R49	0547, 0548	Agricultural	In Negotiation	Ulteig/Bock	
Agricultural property 45ac – S25, T138, R50	1201	Agricultural	In Negotiation	Direct negotiations	
Agricultural property 214ac – S13, T137, R49; S14, T137, R49	1930, 1940, 1941	Agricultural	In Negotiation	Ulteig/Bock	
Agricultural property 266ac – S23, T137, R49; S24, T137, R49	1975, 1985	Agricultural	In Negotiation	Ulteig/Bock	

Land Management Summary

May 14, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
Agricultural property 140ac – S23, T137, R49; S24, T137, R49	1979, 1987	Agricultural	In Negotiation	Ulteig/Bock	
5302 174 ½ Ave SE	1898	Residential	In Negotiation	HMG/Britton	
724 North River Road	9197	Residential	In Negotiation	HMG/Britton	
833 Riverbend Road	9504	Residential	In Negotiation	ProSource/McKinzie	
829 Riverbend Road	9505	Residential	In Negotiation	ProSource/Hraba	
821 Riverbend Road	9506	Residential	In Negotiation	ProSource/Hraba	
817 Riverbend Road	9507	Residential	In Negotiation	ProSource/McKinzie	
813 Riverbend Road	9508	Residential	In Negotiation	ProSource/Hraba	
809 Riverbend Road	9509	Vacant Lot	In Negotiation	Ulteig/Bock	
805 Riverbend Road	9510	Residential	In Negotiation	ProSource/Hraba	
724 Riverbend Road	9587	Residential	In Negotiation	Ulteig/Bock	
808 Riverbend Road (2 parcels at this address)	9593, 9594	Residential	In Negotiation	ProSource/McKinzie	
810 Riverbend Road	9595	Residential	In Negotiation	ProSource/Hraba	
816 Riverbend Road	9596	Residential	In Negotiation	ProSource/Hraba	
828 Riverbend Road	9599	Residential	In Negotiation	ProSource/Hraba	
840 Riverbend Road	9600	Residential	In Negotiation	ProSource/Hraba	
844 Riverbend Road	9601	Residential	In Negotiation	ProSource/Hraba	
326 Schnell Drive	9641	Residential	In Negotiation	ProSource/Hraba	
328 Schnell Drive	9642	Residential	In Negotiation	ProSource/Hraba	
330 Schnell Drive	9643	Vacant Lot	In Negotiation	ProSource/Hraba	
332 Schnell Drive	9644	Residential	In Negotiation	ProSource/Hraba	
338 Schnell Drive	9647	Residential	In Negotiation	ProSource/Hraba	
354 Schnell Drive	9650	Vacant Lot	In Negotiation	Ulteig/Bock	
358 Schnell Drive	9651	Vacant Lot	In Negotiation	Ulteig/Bock	
309 Schnell Drive (owner of 2 other parcels)	9654	Residential	In Negotiation	ProSource/McKinzie	
313 Schnell Drive	9655	Residential	In Negotiation	ProSource/Hraba	
317 Schnell Drive	9656	Residential	In Negotiation	ProSource/Hraba	
321 Schnell Drive	9657	Residential	In Negotiation	ProSource/Hraba	
325 Schnell Drive	9658	Residential	In Negotiation	ProSource/McKinzie	

Land Management Summary

May 14, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
329 Schnell Drive	9659	Residential	In Negotiation	ProSource/Hraba	
337 Schnell Drive	9661	Residential	In Negotiation	ProSource/Hraba	
341 Schnell Drive	9662	Residential	In Negotiation	ProSource/McKinzie	
365 Schnell Drive	9668	Vacant Lot	In Negotiation	Ulteig/Bock	
Case Plaza LLC	9770	Commercial	In Negotiation	HMG/Britton	
Feder Realty Co.	9776	Commercial	In Negotiation	HMG/Britton	
City of Fargo - School District 1	9777	Commercial	In Negotiation	HMG/Britton	
BNSF	9259, 9779, 9780	Commercial	In Negotiation	HMG/Britton	
Agricultural Property 320ac – S28, T137, R48; S37, T137, R48	1790,1811	Agricultural	Appraisal in Review	Crown/Berg	
16678 3 rd St S	1802	Residential	Appraisal In Review	HMG/Britton	
843 Riverbend Road	9502	Residential	Appraisal in Review	ProSource/McKinzie	
839 Riverbend Road	9503	Residential	Appraisal in Review	ProSource/McKinzie	
848 Riverbend Road	9602	Residential	Appraisal in Review	ProSource/McKinzie	
852 Riverbend Road (owner of 3 other parcels)	9603	Residential	Appraisal in Review	ProSource/McKinzie	
856 Riverbend Road (owner at 852 Riverbend)	9604	Vacant Lot	Appraisal in Review	ProSource /Bock	
860 Riverbend Road (owner at 852 Riverbend)	9605	Vacant Lot	Appraisal in Review	ProSource /Bock	
864 Riverbend Road (owner at 852 Riverbend)	9606	Vacant Lot	Appraisal in Review	ProSource /Bock	
872 Riverbend Road	9607	Vacant Lot	Appraisal in Review	ProSource /Bock	
869 Riverbend Road	9608	Vacant Lot	Appraisal in Review	ProSource /Bock	
873 Riverbend Road	9609	Vacant Lot	Appraisal in Review	ProSource /Bock	
477 Oxbow Drive	9614	Vacant Lot	Appraisal in Review	ProSource /Bock	
473 Oxbow Drive	9615	Vacant Lot	Appraisal in Review	ProSource /Bock	
469 Oxbow Drive	9616	Vacant Lot	Appraisal in Review	ProSource /Bock	

Land Management Summary

May 14, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
465 Oxbow Drive	9617	Vacant Lot	Appraisal in Review	ProSource /Bock	
461 Oxbow Drive	9618	Vacant Lot	Appraisal in Review	ProSource /Bock	
457 Oxbow Drive	9619	Vacant Lot	Appraisal in Review	ProSource /Bock	
455 Oxbow Drive	9620	Vacant Lot	Appraisal in Review	ProSource /Bock	
425 Oxbow Drive	9628	Vacant Lot	Appraisal in Review	ProSource /Bock	
Northland Hospitality, LLC	9785	Commercial	Appraisal in Review	HMG/Britton	

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

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

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
6 North Terrace #6	8926	Residential	Appraisal Initiated	HMG/Britton
6 North Terrace #5	8927	Residential	Appraisal Initiated	HMG/Britton
6 North Terrace #4	8928	Residential	Appraisal Initiated	HMG/Britton
6 North Terrace #3	8929	Residential	Appraisal Initiated	HMG/Britton
2 North Terrace #2	8930	Residential	Appraisal Initiated	HMG/Britton
2 North Terrace #1	8931	Residential	Appraisal Initiated	HMG/Britton
16 North Terrace	9167	Residential	Appraisal Initiated	HMG/Britton
12 North Terrace	9168	Residential	Appraisal Initiated	HMG/Britton
24 North Terrace	9195	Residential	Appraisal Initiated	HMG/Britton
26 North Terrace	9196	Residential	Appraisal Initiated	HMG/Britton
Professional Associates LLC	9213	Commercial	Appraisal Initiated	HMG/Britton
Mid America Steel	9215, 9216, 9217, 9218, 9783	Commercial	Appraisal Initiated	HMG/Britton
Rural address (owner at 5059 Makenzie?)	9670, 9671	Residential	Appraisal Initiated	Ulteig/Bock
City of Fargo	9768	Commercial	Appraisal Initiated	HMG/Britton
City of Fargo - Housing Authority	9769	Commercial	Appraisal Initiated	HMG/Britton
City of Fargo	9772	Commercial	Appraisal Initiated	HMG/Britton
5017 171 Ave SE	1953	Residential	Appraisal Assigned	Ulteig/Bock

Land Management Summary

May 14, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
17556 Pfiffer Dr	9383	Residential	Appraisal Assigned	Ulteig/Bock
17465 49 th St SE	9403	Residential	Appraisal Assigned	Ulteig/Bock
17471 49 th St SE	9411	Residential	Appraisal Assigned	Ulteig/Bock
4989 Klitzke Dr	9440	Residential	Appraisal Assigned	Ulteig/Bock
Easement - 16 1st Avenue	9464	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 308 Main Ave	9469, 9495, 9496	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 182 Main Ave	9470	Residential	Appraisal Assigned	Ulteig/Bock
Easement - Horace Rural Fire Dept.	9472, 9473	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - PO Box 203	9474	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Pleasant Twp	9475, 9476, 9477	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - 626 Evergreen Cir	9494	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Jack Nick LLC	9497, 9498, 9501	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - PO Box 367	9576, 9579	Commercial	Appraisal Assigned	Ulteig/Bock
Easement - Hickson Grain Company	9577, 9578	Commercial	Appraisal Assigned	Ulteig/Bock

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

² Easements are being acquired for an internal drainage project

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

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

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

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

FM Diversion Authority			
As of 4/30/15			
			Cumulative
	2015		2011-2015
Total Revenues	\$ 20,165,555		\$ 102,101,133
			Cumulative
	2015		2011-2015
Total Expenditures	\$ 20,518,222		\$ 103,352,943

FM Diversion Authority - FY 2015 Summary Budget Report						
	FY 2015					Remaining
	Approved	Current	Fiscal Year	%	Outstanding	Budget
	Budget	Month	To Date	Exp	Encumbrances	Balance
Revenue	\$ 224,200,000	\$ 3,336,000	\$ 37,843,000			\$ 186,357,000
Expenditures	\$ 224,200,000	\$ 3,468,000	\$ 38,559,000	17%	\$ 72,832,000	\$ 112,809,000

State Aid Summary:	
Summary of State Funds Appropriated	
Appropriations from 2009 Legislative Session	\$ 45,000,000
Appropriations from 2011 Legislative Session	30,000,000
Appropriations from 2013 Legislative Session	100,000,000
Appropriations from 2015 Legislative Session	69,000,000
Total State Funds Appropriated	\$ 244,000,000
Funds Reimbursed by the State	
Less: Payment #1 through #35 - City of Fargo	\$ (55,510,209)
Less: Payment #1 - Cass County	(136,039)
Less Payment #1 through #13 FM Diversion Authority	(11,645,936)
Total Funds Reimbursed	\$ (67,292,184)
Total State Fund Balances Remaining	\$ 176,707,816

FM Diversion Authority					
In-Town Levy Work					
As of April 30, 2015					
			Contract	Amount	
Vcode#	Vendor Name	Descriptions	Amount	Paid	Balance
V02801	Industrial Builders	2nd Street North Pump Station	\$ 8,204,021	\$ 2,405,281	\$ 5,798,740
V02802	Terracon Consulting	WP-42 (In-town levees) Materials Testing	50,000	381	49,619
V02803	Enventis	Relocation of fiber optic along 2nd Street North	115,686	115,686	-
V02804	702 Communications	Relocation of fiber optic along 2nd Street North	100,483	100,483	-
V02805	ICS	4th St Pump Station & Gatewell and 2nd St Floodwall	17,361,616	2,643,859	14,717,757
V02806	HMG	Services during Construction - Work Package 42	1,550,000	330,096	1,219,904
V02807	CCJWRD	IN-town Levee Work	605,733	469,747	135,986
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	34,427	34,427	-
V01703	Various	In-town Property Purchases	13,123,868	1,474,486	11,649,382
			\$ 41,145,834	\$ 7,574,446	\$ 33,571,388

U.S. Bank Loan Drawdown – City of Fargo #1

- The Finance Committee has voted to authorize the first drawdown on the City of Fargo loan for \$5 million on the closing date of the loan which is expected to be May 28th.
- Suggested Motion:
 - Move to authorize the City of Fargo to drawdown the funds in the amount of \$5 million from U.S. Bank at the time of closing on the U.S. Bank Loan.

The Finance Committee discussed, approved, and recommended the Diversion Authority approve the Third Amendment to the Joint Powers Agreement between the City of Fargo, Cass County and the Cass County Joint Water Resource District and the Ernst & Young contract for financing assistance.

Erik Johnson will discuss these two items further.

Finance Committee Bills for May 2015

Fredrickson & Byron, P.A.	Government Relations flat fee	\$ 3,000.00
Erik R Johnson & Associates	Metro Flood Project - General Legal	12,558.40
Erik R Johnson & Associates	Metro Flood Project - LEERDS	2,683.70
Cass County Joint Water Resource	Reimburse Diversion bills	2,782,646.64
Dorsey & Whitney LLP	Legal Services through February 28, 2015	145,239.39
Total bills to be approved		<u>\$ 2,946,128.13</u>

MEMO

TO: Metro Flood Diversion Authority Finance Committee

FROM: Erik R. Johnson

DATE: May 11, 2015

Enclosed is a proposed Third Amendment to the existing Joint Powers Agreement between the city of Fargo, Cass County and the Cass County Joint Water Resource District. As you know, the original joint powers agreement between the three entities was formed at a time when the Diversion Project was still being studied. Since then, a first and second amendment have been added. For example, the second amendment addressed the work on the O-H-B Levee Project. The enclosed third amendment would establish a separate joint powers “board”, which I have entitled the “Dakota Metro Flood Board”. As this amendment suggests, the Dakota Metro Flood Board will consist of seven members, three of which are appointed by Fargo, three by Cass County and one by the Joint Water District. Once this third amendment is approved by the three North Dakota member entities, each of those member entities would presumably appoint to the Dakota Metro Flood Board the same individuals who are currently representing them on the Diversion Authority. In that way, the Dakota Metro Flood Board could schedule a meeting immediately following the monthly meetings of the Diversion Authority and the Dakota board could then act upon recommendations for expenditures and other programmatic or policy decisions of the Diversion Authority and consent, approve and ratify those acts.

I remit this amendment to the Finance Committee for its review and approval and recommendation to the Diversion Authority at its meeting on May 14th.

SUGGESTED MOTION: I move to recommend approval in concept and form of the Third Amendment to Joint Powers Agreement as proposed.

cc: Michael Montplaisir
Kent Costin

MEMO

DATE: May 14, 2015

TO: Diversion Authority

FROM: Erik Johnson

RE: “Dakota Metro Flood Authority” and board – 3rd Amendment to ND JPA

- **2010 Flood Protection Cooperation Agreement.** The city of Fargo, Cass County and the Cass County Joint Water Resource District (“Joint Board”) entered into a Flood Protection Cooperation Agreement in July 2010 containing, among other things, a cost-sharing arrangement between Cass County and Fargo regarding the Project calling for a dollar-for-dollar cost sharing between Cass County and Fargo (funded by the sales taxes approved for the County and the city).
- **2010 North Dakota JPA—for “rights of entry”.** Also in 2010, the same three North Dakota entities entered into a Joint Powers Agreement (the “NDJPA”) under which the parties agreed the Cass County Joint Water Resource District Joint Board would acquire the requisite rights of entry for a North Dakota diversion project, and would ultimately acquire the temporary and permanent right of way for a North Dakota diversion project. The agreement called for reimbursement to the Joint Board for its costs.
- **2010 1st Amendment to ND JPA.** The JPA was amended in 2010 (“First Amendment”) broaden the scope of the Joint Board’s task--to include rights of entry and right of way acquisition for the Project more generally.
- **2014 2nd Amendment to ND JPA.** The JPA was amended in 2014 (the “Second Amendment”) to expand the scope of the parties’ obligations under the NDJPA to address the development of the Oxbow-Hickson-Bakke levee project.
- **2015 proposed 3rd Amendment to ND JPA:**
 - Provides a mechanism for approval and/or ratification of expenditures by, agreements of, and other decisions of the Fargo Moorhead Metro Flood Diversion Authority.
 - Establishes a board to be known as the “Dakota Metro Flood Board” (to be referred to as the “Dakota Metro Flood Board”) which shall be the governing board for a joint powers entity to be known and referred to as the “Dakota Metro Flood Authority”. Board to consist of seven members which shall be appointed by the three ND members to the ND JPA Agreement. (3 Cass County, 3 Fargo, 1 Joint Board)
 - Not intended to modify the tasks and obligations established by the First and Second Amendments but rather the Third Amendment to be established for the purpose of providing a mechanism for approval or ratification of expenditures by, agreements of, and other decisions of the Fargo Moorhead Metro Flood Diversion Authority and any needed approval of expenditures for the Fargo Moorhead Metro Flood Diversion Project that are not otherwise approved by the Diversion Authority.

THIRD AMENDMENT TO JOINT POWERS AGREEMENT

THIS THIRD AMENDMENT is made the 1st day of June, 2015, by the city of Fargo, North Dakota, a North Dakota municipal corporation (“Fargo”); the Cass County Joint Water Resource District, a North Dakota political subdivision (the “Joint Board”); and the County of Cass, North Dakota, a political subdivision (“Cass County”) (hereinafter collectively referred to as the “North Dakota Parties”).

RECITALS

A. The North Dakota Parties entered into a Joint Powers Agreement dated June 7, 2010 (the “**NDJPA**”), under which the parties agreed the Joint Board would acquire the requisite rights of entry for a North Dakota diversion project, and would ultimately acquire the temporary and permanent right of way for a North Dakota diversion project; the parties further agreed Fargo and Cass County would reimburse the Joint Board for its costs; attached as **Exhibit A** is a copy of the NDJPA .

B. The parties entered into a FIRST AMENDMENT TO JOINT POWERS AGREEMENT dated August 2, 2010 (the “First Amendment”), under which the parties agreed to expand the scope of the parties’ obligations under the NDJPA to include rights of entry and right of way acquisition for the Project more generally, and not limited to those components necessary solely for a North Dakota diversion alignment; attached as **Exhibit B** is a copy of the First Amendment.

C. The parties entered into a SECOND AMENDMENT TO JOINT POWERS AGREEMENT dated July 7, 2014 (the “Second Amendment”), under which the parties agreed to expand the scope of the parties’ obligations under the NDJPA to address the development of the Oxbow-Hickson-Bakke levee project; attached as **Exhibit C** is a copy of the Second Amendment.

D. The city of Fargo, Cass County and the Joint Board entered into a “Flood Protection Cooperation Agreement” in July 2010 containing, among other things, a cost-sharing arrangement between Cass County and Fargo regarding the Project. Attached as **Exhibit D** is a copy of said agreement.

E. In order to provide a mechanism for approval and/or ratification of expenditures by, agreements of, and other decisions of the Fargo Moorhead Metro Flood Diversion Authority, the North Dakota members of the Diversion Authority wish to further amend the NDJPA for such purpose and to recognize that this mechanism shall also serve as the approval process for the Flood Protection Cooperation Agreement.

In consideration of the mutual covenants contained in this Third Amendment, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

*Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass*

AGREEMENT

Section 1. **Interpretation.** This Third Amendment modifies and supplements the NDJPA and the First and Second Amendments. Wherever a conflict exists between this Third Amendment and the NDJPA or the First or Second Amendments, the provisions of this Third Amendment will control. Except as modified and supplemented in this Third Amendment, the NDJPA and the First and Second Amendments are in full force and effect.

Section 2. **Dakota Metro Flood Board.** The parties to this Agreement hereby establish a board to be known as the “Dakota Metro Flood Board” (to be referred to as the “Dakota Metro Flood Board”) which shall be its governing board. The Dakota Metro Flood Board shall consist of seven members which shall be appointed by the members to this Agreement. The membership of the Dakota Metro Flood Board shall be comprised as follows:

- a. Three (3) members appointed by the city of Fargo (referred to herein as “Fargo Board Members” and individually as a “Fargo Board Member”).
- b. Three (3) members appointed by Cass County (referred to herein as “Cass County Board Members” and individually as a “Cass County Board Member”); provided, however, that Cass County shall be authorized to allow either the Cass County Joint Water Resource District or the city of West Fargo to appoint up to two of said three (3) members.
- c. One (1) member appointed by the Cass County Joint Water Resource District.

Each of the North Dakota Parties shall also be authorized to designate alternate members of the Dakota Metro Flood Board to sit in place of an appointed voting member of the Dakota Metro Flood Board when the appointed voting member is unable to attend a meeting of the Dakota Metro Flood Board. The Dakota Metro Flood Board may approve other non-voting ex-officio members to the board.

Section 3. Powers. The Dakota Metro Flood Board shall have all the powers of the Metro Flood Diversion Board of Authority as set forth in the joint powers agreement establishing said Diversion Authority, including without limitation, the power to:

1. Sue and be sued;
2. Conduct or arrange for public information meetings;
3. Appoint ex-officio board members;
4. Hire and terminate a project manager, a lobbyist and other support personnel and to

***Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass***

provide necessary office space, supplies, equipment and other support;

5. Assist in the planning, design and development of the Project, including land acquisition and construction of the Project;
6. Enforce the terms of this Agreement, including requiring one or more parties to this agreement to fulfill its obligations as defined herein;
7. Perform all acts expressly authorized by the parties to this Agreement, unless prohibited by statute or otherwise;
8. Delegate tasks to one or more of the parties to this Agreement, unless prohibited by statute or otherwise;
9. Create Committees to provide technical, financial and legal assistance or other assistance to the Board and to provide for the duties and membership thereof, as may be set forth more fully below;
10. Procure the services of engineers, contractors, consultants and other persons or entities for the planning, design and development of the Project;
11. Enter into contracts or other arrangements with the United States Government or any department thereof, municipalities, counties, water resource or watershed districts, states or any agency thereof, persons, railroads, companies or corporations, for cooperation or assistance in designing, developing and constructing the Project and acquiring and maintaining the necessary lands, easements and rights of way for the Project, including contracts, joint powers agreements or other arrangements for advancing funds for project purposes and for recouping some or all of such funds including, without limitation, entering into such contract(s), joint powers agreement(s) or other arrangements with the city of Oxbow, North Dakota, for purposes of constructing and installing a ring-levee, providing for replacement property and the infrastructure supporting such replacement property and any other purposes as may be necessary and appropriate for the furtherance of the Project; and,
12. Lobby for state and/or Federal funds for the Project.
13. Lobby for federal authorization or other approval as may be directed by the Diversion Authority.
14. To indemnify and hold harmless the Non-Federal Sponsors as described in Article VII of the Metro Flood JPA.
15. To acquire insurance.

*Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass*

16. To authorize, approve or ratify any contracts, expenditures or other act entered into or taken by the Metro Flood Diversion Authority.

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

Section 4. Approval of Budget. The parties hereby agree that the Dakota Metro Flood Board may approve a proposed budget for the Project from time to time. It is intended that the budgeted funds be utilized to match the federal dollars in accordance with the obligations of the Non-Federal Sponsors, and conduct activities as determined appropriate and approved by the Fargo Moorhead Metro Flood Diversion Authority to advance the Fargo Moorhead Metro Flood Diversion Project.

Section 5. Approval of Expenditures. The parties hereby agree that the Dakota Metro Flood Board is authorized to approve expenditures for the Project as contemplated by the said July 2010 Flood Protection Cooperation Agreement.

Section 6. Effective Date. The effective date of this Third Amendment shall be as of the date first above written.

Section 7. Interpretation. This Third Amendment will be construed as if all three parties prepared it.

(Signatures appear on the following pages.)

*Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass*

IN WITNESS WHEREOF, the parties executed this Third Amendment effective on the date written above.

CASS COUNTY JOINT WATER
RESOURCE DISTRICT

DATE SIGNED: _____

By: _____
Mark Brodshaug, Chair

ATTEST:

Carol Harbeke Lewis
Secretary-Treasurer

*Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass*

CITY OF FARGO

DATE SIGNED: _____

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, Auditor

*Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass*

CASS COUNTY COMMISSION

DATE SIGNED: _____

By: _____
Chad Peterson, Chair

ATTEST:

Michael Montplaisir, Auditor

*Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass*

EXHIBIT A

JOINT POWERS AGREEMENT

(23 pages attached)

*Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass*

EXHIBIT B

FIRST AMENDMENT TO JOINT POWERS AGREEMENT

(8 pages attached)

*Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass*

EXHIBIT C

SECOND AMENDMENT TO JOINT POWERS AGREEMENT

(40 pages attached)

*Third Amendment to Joint Powers Agreement
City of Fargo
Cass County Joint Water Resource District
County of Cass*

EXHIBIT D

FLOOD PROTECTION COOPERATION AGREEMENT
(7 pages attached)



May 13, 2015

Auditor

Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

Director of Equalization

Frank Klein
701-241-5616

Darrell Vanyo, Chairperson
Diversion Board of Authority
211 9th St. S.
Fargo ND 58103

Re: Loan Drawdown Requests

Dear Chairman Vanyo:

The City of Fargo has completed the loan application procedure with U. S. Bank for \$50 million and as part of the closing we have to do an initial drawdown of loan funds in the amount of \$5,000,000. As part of the Intergovernmental Agreement between Cass County and the City of Fargo drawdown requests have to be approved by the Diversion Authority Finance Committee.

The Finance Committee considered the draw request at their May 13, 2015 meeting and approved the request. Future draw requests will come forward as cash is needed for diversion related expenses, we plan on large draws to avoid having to make frequent draws.

We do have procedures for use of the borrowed funds, we would first use the borrowed funds for the payment of expenses until the draw amount is exhausted allowing both the city and the county sales tax funds to accumulate for a few months. The city would continue to pay the bills for the Diversion Authority and bill the county as they have in the past, the difference is the entire bill would be paid from the loan proceeds instead of the city and county each covering their portion.

Sincerely,

Michael Montplaisir
Finance Chairperson
Diversion Board of Authority

SUGGESTED MOTION:

Move to approve a draw request for loan funds from U.S. Bank in the amount of \$5,000,000 to cover the expected legal and closing costs of obtaining the loan.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynd.gov

FM Diversion Authority
Attention: Pat Zavoral
City Administrator
City of Fargo
200 3rd Street North
Fargo, ND 58102

_____, 2015

Item 10d.

Dear Pat:

Thank you for selecting Ernst & Young Infrastructure Advisors, LLC (“we” or “EYIA”) to perform financial advisory services (the “Services”) for the Flood Diversion Board of Authority (“you” or “Client”). We appreciate the opportunity to assist you and look forward to working with you.

For each component of the project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our estimated fees therefor, and any other project-specific arrangements. Unless the parties mutually agree otherwise, we understand that no Services are to be done without specific written authorization from you and such Services will be described in a Statement of Work executed by the parties. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and any applicable Statement of Work (together, this “Agreement”).

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Tom Rousakis at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact Tom Rousakis so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

Ernst & Young Infrastructure Advisors, LLC

By: _____
Tom Rousakis, Senior Managing Director

AGREED:

FM Diversion Authority

By: _____
[Name and Title]

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants (“AICPA”).
2. We are a member of the global network of Ernst & Young firms (“EY Firms”), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. Primarily and/ or exclusively non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including, if applicable, access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf (“Client Information”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel’s compliance with your obligations under this Agreement.
- 10.1 All provisions contained in this agreement are subject to the requirements of federal or state law regarding open meetings and open records, including without limitation the North Dakota open record and open meeting law—N.D.C.C. §44-04-17.1 *et sequitur*—and to the extent an obligation contained herein is contrary to an obligation you have under such law or laws, the open meeting law or open record law shall govern. Further, you shall not be liable to us under this agreement for your action or failure to act when such action or failure to act is the result of such obligation to comply with such laws.

Our Reports

11. Subject to applicable law, any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. Unless established as a deliverable in a mutually agreed Statement of Work, and subject to such restrictions on its use as may be set forth in such Statement of Work, EYIA will not prepare an EYIA branded Report in connection with the Services. You may disclose a Report (or any portion or summary of a Report) prepared in “white paper” form (that is a report that does not include the name Ernst & Young LLP or Ernst & Young Infrastructure Advisors LLC in it or refer to Ernst & Young LLP or EYIA) at your discretion. However, in the case of any such disclosure you will not label the Report as EYIA. Notwithstanding the foregoing, EYIA may, at your request, participate in meetings with you and third parties to discuss the content of any such Report prepared in “white paper” form.
13. Subject to applicable law, you may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate (“Tax Advice”) and, with the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. INTENTIONAL LEFT BLANK
15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of

which we become aware, or events occurring, after its delivery.

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the greater of (a) fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services or (b) the sum of \$2,000,000. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations but shall apply to all types of damages including consequential, incidental, indirect, punitive or special damages.
18. You shall make any claim relating to the Services or otherwise under this Agreement no later than two years after potential claim for relief may be reasonably discoverable, no later than four years after the completion of the project for which the Services were rendered. This limitation will not apply to the extent prohibited by applicable law or professional regulations.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“**EY Persons**”). You shall make any claim or bring proceedings only against us provided, however, that we may not claim any defense or argument that we are shielded from liability of such other EY Firm or EY Persons as a result of their being separate entities. We expressly agree to be fully responsible for any claims that would otherwise have been brought against another EY Firm or EY Person. The provisions of Sections 16 through 20 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

20. INTENTIONALLY LEFT BLANK

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license (“**Materials**”) in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or

knowledge developed with respect to the Materials while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).

22. Upon payment for particular Services and subject to the other terms of this Agreement, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.
23. INTENTIONALLY LEFT BLANK
24. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, “**Process**”) it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.
26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm’s independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

27. If we Process Client Information that can be linked to specific individuals (“**Personal Data**”), we will Process it in accordance with Section 25 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the European Union Safe Harbor program of the U.S. Department of Commerce, in which EYIA’s affiliate Ernst & Young LLP participates. We will require any service provider that Processes Personal Data on our behalf to adhere to such

requirements. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Unless otherwise set forth in the applicable Statement of Work, payment is due within 45 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall as mutually agreed through discussions in good faith reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations shall continue thereafter for three years only.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of North Dakota applicable to agreements made, and fully to be performed, therein by residents thereof. Except as otherwise expressly provided in the Cover Letter, any dispute relating to this Agreement or the Services shall be resolved as set forth in Appendix 1 to these Terms and Conditions.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.

39. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
40. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms.
41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients. However, EYIA will only advise you with respect to the specific transaction contemplated by the applicable Statement of Work.
42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
43. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. Neither of us may use or reference the other's name, logo or trademarks publically without the other's prior written consent, although we may publically identify you as a client in connection with specific Services or generally.

Appendix 1

Dispute resolution procedures

Mediation

The parties agree to attempt to resolve any disputes by mediation but nothing prevents the parties from litigating any disputes.

Finance Committee Bills for May 2015

Vendor	Description	Amount
Fredrickson & Byron, P.A.	Government Relations flat fee	\$ 3,000.00
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - General Legal Matters	\$ 12,558.40
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - LEERDS Matters	\$ 2,683.70
Cass County Joint Water Resource District	Reimburse Diversion bills	\$ 2,782,646.64
Dorsey & Whitney LLP	Legal Services Rendered through March 31	\$ 145,239.39
Total Bills Received in April		<u>\$ 2,946,128.13</u>

REMITTANCE PAGE

Diversion Board of Authority
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

Please remit this page with your payment. Thank you. We appreciate your business.

Invoice: 1311518
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: April 6, 2015

Total Fees:	\$ 3,000.00
Total This Invoice	\$ 3,000.00

Payment is due within 30 days from receipt of invoice

If you have any questions please email accounting@fredlaw.com or contact a client representative at 612.492.7574.

Fredrikson & BYRON, P.A.

INVOICE DETAIL

Diversion Board of Authority
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

Invoice: 1311518
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: April 6, 2015

Government Relations flat fee payment 5 of 7.

Total For Fees	\$ 3,000.00
----------------	-------------

Total This Invoice	\$ 3,000.00
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Erik R. Johnson & Associates, Ltd.
Attorneys at Law
505 Broadway Street North – Suite 206
Fargo, ND 58102
Phone: (701) 280-1901
Fax: (701) 280-1902

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Fargo – Auditor’s Office
Attn: Kent Costin
200 North Third Street
Fargo, ND 58102

April 7, 2015
Invoice No. 2249

RE: Metro Flood Project – General Legal Matters

For Legal Services Rendered Through March 25, 2015

INVOICE TOTAL

Total for Current Legal Fees	\$ 12,456.75
Total for Current Disbursements and Service Charges	\$ 101.65
Total for Current Invoice	\$ 12,558.40

Summary of Account

*Prior Balance Due	\$ 0
Total Amount Due	\$ 12,558.40

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

We appreciate your business.

Erik R. Johnson & Associates, Ltd
Attorneys at Law

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

Invoice #
2249-

Invoice

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

Date	3/25/2015
------	-----------

Description	Qty	Rate	Amount
Metro Flood Project -- General legal matters: Erik Johnson-Feb 26 thru Mar 25-itemization enclosed	58	204.00	11,832.00
Nancy J. Morris-Feb 26 thru Mar 25-itemization enclosed	3.5	178.50	624.75
03/18/2015: ND Telephone Company - Conference Call - Diversion Authority - 7 Ports		101.65	101.65
<i>We appreciate your business.</i>		TOTAL: \$12,558.40	

March 25, 2015

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

Atty	DATE	DESCRIPTION	TIME
E	3/17/2015	Comm (14 out) re budget issue, spec assessments and amicus filing; call with John S re budget	2.6
E	3/18/2015	Comm re EY contract and draft revisions and email to Paul	2.6
E	3/18/2015	Prep for and travel to Bismarck for meeting with AG and return; conf w Dorsey; conf w Tami re budget	6.9
E	3/19/2015	Comm re budget approval quesiiion; Comm (21) re amicus background and filing	4
E	3/20/2015	Conf call w Dorsey re budget issue	0.8
E	3/20/2015	Attend Admin Adv meeting; follow up meeting re special assessments	2.8
E	3/21/2015	Comm with Dorsey	0.2
E	3/22/2015	Review Cattanach litigation update memo	0.2
E	3/23/2015	Comm w Dorsey in prep for hearing; work w ND re amicus background;	2.5
E	3/24/2015	Comm re Amicus brief matters and gen'l prep for argument; declarations--evening comm; comm re BRRWD meeting previous evening; conf with PZ re Div Auth budget; question from HRA re ballot and ownership question; call from Forum re buyout process	4.2
E	3/25/2015	Comm. re prep for motion hearing and amicus brief related comm	0.9
E	2/26/2015	Meeting re: Rouschis/EY Contract	1
E	2/26/2015	Respond to AG emails re: Rogne record request	0.5
E	2/26/2015	Telephone conference with Spiller	0.6
E	2/27/2015	Telephone conference with Paul; telephone conference with Paul Tietz and rim Rouschis;	1.5
E	2/27/2015	Lunch meeting with Pawluk, Campbell, Pat Zavoral and Berndt	1.4
E	2/27/2015	Telephone conference with Pat Zavoral, Mike Drysdale, Bob Cattanach; telephone conference with Michael Redlinger	1
E	3/2/2015	Telephone conference with Sean; communication with others re: JPA	0.7
E	3/5/2015	Attend administrative advisory meeting and followup discussion with Rocky/Eric	1.7
E	3/5/2015	Review 2015 budget; telephone conference with Cattanach and Drysdale re: litigation items	1.5
E	3/6/2015	Begin drafting memo - explanation re: BRRWD	0.3
E	3/6/2015	Draft Memo	1.2
E	3/6/2015	Memo drafting, above; email to Cattanach and Drysdale and to others	0.7
E	3/6/2015	Draft memo and request letters, memos	1.2
E	3/9/2015	Review correspondence from Rocky and attend meeting at Moorhead City Hall; telephone conference with Eric; telephone conference with John Glatzmeier; develop revisions to proposal	3.1
E	3/10/2015	Telephone conference with Rocky, Pat Zavoral, Campbell; emails	1.5
E	3/10/2015	Communication with staff and members	0.5
E	3/11/2015	Communication with Darrell and followup	0.2
E	3/11/2015	Work on Ernst and Young agreement	0.2
E	3/11/2015	Telephone conference with D. Vanyo and other communication	0.6
E	3/12/2015	Call to Tammi N.	0.1

March 25, 2015

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

Atty	DATE	DESCRIPTION	TIME
E	3/12/2015	Review MN DNR brief - Tunheim Order in Minneapolis; other review of MN DNR submission; attendance at Diversion Authority meeting and followup call with Cattanach	4.6
E	3/13/2015	Conference call with Pat Zavoral, Cattanach, others re: Briefs in lawsuit; communication re: same; draft email to ND Attorney General	4.1
E	3/14/2015	Work on Ernst and Young agreement	0.2
E	3/16/2015	Followup work on MN DNR; emails; telephone conference with Chris McShane	1.9
Total Time - ERJ			58.00
Hourly Rate - ERJ \$			204.00
Total Fees - ERJ \$			11832.00
N	3/5/2015	Admin Meeting	1.5
N	3/12/2015	Diversion Authority meeting; Correspondence re: vote status	2
Total Time - NJM			3.50
Hourly Rate - NJM \$			178.50
Total Fees - NJM \$			624.75

Erik R. Johnson & Associates, Ltd.
Attorneys at Law
505 Broadway Street North – Suite 206
Fargo, ND 58102
Phone: (701) 280-1901
Fax: (701) 280-1902

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

City of Fargo – Auditor's Office
Attn: Kent Costin
200 North Third Street
Fargo, ND 58102

April 7, 2015
Invoice No. 2248

RE: Metro Flood Project – LEERDS Matters

For Legal Services Rendered Through March 25, 2015

INVOICE TOTAL

Total for Current Legal Fees	\$ 2,343.45
Total for Current Disbursements and Service Charges	\$ 340.25
Total for Current Invoice	\$ 2,683.70

Summary of Account

*Prior Balance Due	\$ 0
Total Amount Due	\$ 2,683.70

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

We appreciate your business.

Erik R. Johnson & Associates, Ltd
Attorneys at Law

Erik R. Johnson - Nancy J. Morris - Jason T. Loos

505 Broadway - Suite 206

Fargo, ND 58102

(701) 280-1901

Invoice #

2248-

Invoice

City of Fargo -- Auditor's Office

Attn: Kent Costin

200 North 3rd Street

Fargo, ND 58102

Date

3/25/2015

Description	Qty	Rate	Amount
Metro Flood Project -- LEERDS matters: Erik Johnson-Feb 26 thru Mar 25-itemization enclosed	0.2	204.00	40.80
Nancy J Morris-Feb 26 thru Mar 25-itemization enclosed	12.9	178.50	2,302.65
Color Copies for State Water Commission Meeting: 425 @ .49		208.25	208.25
Cass County Recorder: 12th Avenue/McNeilus Steet Easement		132.00	132.00
<i>We appreciate your business.</i>			TOTAL: \$2,683.70

March 25, 2015

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
<i>E</i>	3/23/2015	Comm. Re Oxbow real estate acquisition documents	0.2
Total Time - ERJ			0.2
Hourly Rate \$			204.00
Total Fees - ERJ \$			40.80
<i>N</i>	3/3/2015	Donor issues	1
<i>N</i>	3/4/2015	Research salvage options; phone call w/ Erik	2
<i>N</i>	3/6/2015	Discuss research & correspondence re: demolition; Correspondence re: 2nd St Park Dist. Esmts	2
<i>N</i>	3/9/2015	In-town levee acquisition conference; Correspondence re: Fargo Public Schools	1.4
<i>N</i>	3/10/2015	Correspondence re: Professional Building; BNSF review & revise Purchase Agreement	1.5
<i>N</i>	3/11/2015	Correspondence re: Professional Building; Correspondence re: Fargo Public Schools; Correspondence re: Howard Johnson	1.5
<i>N</i>	3/13/2015	Professional Building correspondence	1.5
<i>N</i>	3/16/2015	Review maps & meet w/ Greg Thielman, Shawn Bondly & Greg Selbo; Correspondence re: Professional building parking lot, meeting w/ Erik	2
Total Time			12.90
Hourly Rate \$			178.50
Total Fees - NJM \$			2302.65



Cass County
Joint Water
Resource
District

December 30, 2014

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

Mark Brodshaug
Chairman
Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Dan Jacobson
Manager
West Fargo, North Dakota

Raymond Wolfer
Manager
Argusville, North Dakota

Greetings:

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

Enclosed please find copies of bills totaling \$2,852,799.23 regarding the above referenced projects. The breakdown is as follows:

Access issues	\$221,390.05
In-Town Levee Project	210,070.79
DPAC	40,901.93
Oxbow-Hickson-Bakke Ring Levee	1,846,729.11
Oxbow Golf and Country Club	533,707.35

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 July 7, 2014.

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

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

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

Enclosures

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

12/30/2014

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
11/13/2014	10/21/2014	130945	100007	4,151.00	Ohnstad Twichell, P.C.	Legal - right of entry
11/13/2014	10/21/2014	130957	130007	13,705.84	Ohnstad Twichell, P.C.	Legal - Diversion right of way acquisition
12/12/2014	11/21/2014	131473	100007	2,137.00	Ohnstad Twichell, P.C.	Legal - right of entry
12/12/2014	11/21/2014	131486	130007	10,839.00	Ohnstad Twichell, P.C.	Legal - Diversion right of way acquisition
10/23/2014	10/17/2014	381007497	479407	85,467.49	CH2MHILL	Land management acquisition services
12/12/2014	11/18/2014	381010485	479407	88,486.84	CH2MHILL	Land management acquisition services
10/23/2014	10/8/2014	47779	R12.00049	3,707.81	Ulfeig Engineering	Land acquisition
12/18/2014	12/5/2014	48841	R12.00049	12,894.94	Ulfeig Engineering	operty Appraisals, relocation assistance, land acquisition
Total				221,390.05		

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
10/23/2014	10/16/2014	1093	2002	135,966.20	Houston-Moore Group	Appraisals/Negotiation and Acquisition Services
12/2/2014	11/24/2014	7715.08.0280		3,932.00	Michael and Janet Stewart	Advance relocation payment
12/18/2014	12/16/2014	7716		42,008.47	Troy and Mandy Elseth	Replacement housing differential
12/18/2014	12/10/2014			24,302.85	City of Moorhead Assessor	Special Assessment reimb for Andy and Susan Rau
12/18/2014	12/10/2014			3,841.27	Clay County Treasurer	Special Assessment reimb for Andy and Susan Rau
Total				210,070.79		

Pd 2/11/15

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
11/13/2014	10/21/2014	130951	120007	204.00	Ohnstad Twichell, P.C.	Legal - review emails regarding easement votes
12/12/2014	11/21/2014	131478	120007	2,601.00	Ohnstad Twichell, P.C.	Legal - review assessment statutes for resolutions
10/23/2014	9/30/2014	40239 P11473-2012-000		10,557.38	AE2S	Financial services-development & implementation
11/19/2014	10/31/2014	40585 P11473-2012-000		16,339.00	AE2S	Financial services-development & implementation
12/18/2014	11/30/2014	41019 P11473-2012-000		12,200.55	AE2S	Financial services-development & implementation
Total				40,901.93		

OXBOW-HICKSON-BAKKE RING LEEVE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
11/13/2014	10/21/2014	130979	140007	10,096.88	Ohnstad Twichell, P.C.	Access agreements, legal research, etc.
12/11/2014	11/21/2014	131504	140007	18,105.73	Ohnstad Twichell, P.C.	Access agreements, legal research, etc.
10/23/2014	10/17/2014	381007502	479407	85,000.00	CH2M Hill Engineers, Inc.	Construction activities, demolition 333 Schnell Dr
12/11/2014	11/18/2014	381010488	479407	85,000.00	CH2M Hill Engineers, Inc.	Construction management
9/25/2014	9/25/2014	1	WP-43E 2.A	27,986.00	American Enterprises, Inc.	Demolition of 333 Schnell Drive
	10/6/2014	1108711		(8.10)	Cass County Electric	Check recvd for credit balance after power discontinued
9/25/2014	9/25/2014	3	WP-43A	372,806.51	Riley Bros. Construction Inc.	Construction of Work Package 43A
10/23/2014	10/23/2014	1	WP-43D 3.A	136,987.79	Meyer Contracting	Construction of Gatewell Phase D.3.A
12/12/2014	12/9/2014	2	WP-43D.3.A	307,094.56	Meyer Contracting	Construction of Gatewell Phase D.3.A
9/29/2014	9/19/2014			50,000.00	Fercho Family Farms LLLP	OHB Agreement for Entry/Construction
11/13/2014	9/30/2014	15681	2830.00	46,270.25	ProSource Technologies LLC	Appraisals, Acquisitions and relocation
11/13/2014	10/31/2014	15709	2830.00	49,882.37	ProSource Technologies LLC	Project Management, Acquisitions and relocation
12/11/2014	11/30/2014	15801	2830.00	45,372.24	ProSource Technologies LLC	Project Mgmt, Appraisals, Acquisition and relocation
10/23/2014	10/16/2014	1094	2003	38,407.87	Houston-Moore Group	Services during bid and construction - WP-43A
11/13/2014	10/22/2014	B012304	B14-04209	2,682.51	Braun Interlec Corporation	Materials Testing services
11/19/2014	11/13/2014	B014410	B14-04209	2,071.38	Braun Interlec Corporation	Materials Testing services
12/11/2014	11/13/2014	B014530	B14-04209 01	2,416.63	Braun Interlec Corporation	CMT for Gatewell-prefabricated vertical drain
9/8/2014	9/7/2014	63299		61,368.45	Cass County Electric Cooperative	15% aid to construction estimate
12/18/2014	12/8/2014	1108711		64.94	Cass County Electric Cooperative	Service to 345 Schnell Drive
10/23/2014	10/10/14	A307602		505,043.10	Century Link	relocate copper/fiber facilities
Total				1,846,729.11		

OXBOW COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
11/19/2014	11/11/2014		WP 43	177,138.35	Oxbow Country Club	Reimbursements for golf course design etc
11/19/2014	11/12/2014		WP 43	7,874.40	Oxbow Country Club	Reimbursements for golf course design etc
12/2/2014	12/2/2014	1	1458	290,859.60	Oxbow Country Club	Golf Course construction
12/12/2014	11/30/2014	2	1470	57,735.00	Oxbow Country Club	Golf Course construction
Total				533,707.35		
Grand Total				2,852,799.23		

Edwards, Brielle

From: Jamie Bullock <JBullock@cityoffargo.com>
Sent: Tuesday, May 5, 2015 4:34 PM
To: Edwards, Brielle
Subject: FW: CCJWRD December 30, 2014 Reimbursement Request
Attachments: 12-30-2014 - CCJWRD Invoice.pdf

Hi Brielle –

The amount of the CCJWRD reimbursement request that is on the approval listing for next week's Diversion Finance Committee meeting should be decreased by \$70,152.59 to \$2,782,646.64. I've indicated on the attached invoice a few items that we have previously reimbursed CCJWRD for which is the reasoning for the deduction.

Please let me know if you have any questions.

Thanks!

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

From: Jamie Bullock
Sent: Tuesday, May 05, 2015 4:28 PM
To: Lewis, Carol
Cc: 'Montplaisir, Michael'; Kent Costin
Subject: CCJWRD December 30, 2014 Reimbursement Request

Hi –

While I was working on my month end Diversion reporting it came to my attention that some items being requested for reimbursement on the December 30, 2014 CCJWRD request have already been reimbursed to the CCJWRD. I've indicated on the attached pages what items those are and included the email that these were previously requested for reimbursement on. I will be deducting \$70,152.59 from the reimbursement request, resulting in a payment to the CCJWRD of \$2,782,646.64.

Please let me know if you have any questions or concerns.

Thanks!

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



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorneys
Nancy J. Morris
Jason T. Loos

April 27, 2015

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

Re: Red River Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated April 16, 2015 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through March 31, 2015 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

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

Erik R. Johnson

ERJ/jmf
Enclosure
cc: Pat Zavoral

790-7930-429-33-25
J00101





MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

April 16, 2015
Invoice No. 2010237

4-20-15

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

For Legal Services Rendered Through March 31, 2015

INVOICE TOTAL

Total For Current Legal Fees	\$142,002.75
Total For Current Disbursements and Service Charges	\$3,236.64
Total For Current Invoice	\$145,239.39
Summary of Account	
*Prior Balance Due	\$58,887.33
Total Amount Due	\$204,126.72

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

4/15/15

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

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

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

ABA Routing Number: 091000022
Account Number: 1602-3010-8500
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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

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

FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 4/30/2015

	2011	2012	2013	2014	2015	Cumulative Totals
Revenues						
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	5,713,095	40,255,006
Cass County	443,138	7,652,681	7,072,961	19,373,131	5,713,095	40,255,006
State Water Commission	-	-	3,782,215	602,918	7,260,802	11,645,936
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	1,269,577	8,945,556
Lease/Rental Payments	-	-	17,358	154,180	138,855	310,393
Asset Sales	-	-	-	616,774	69,702	686,476
Miscellaneous	-	-	1,705	626	427	2,758
Total Revenues	984,750	17,005,957	19,518,970	44,425,900	20,165,555	102,101,133

Expenditures						
7905 Army Corp Payments	-	-	875,000	1,050,000	900,000	2,825,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	45,490	730,745
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	1,237,493	19,092,853
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	1,483,910	17,661,414
7925 WIK - Recreation	-	163,223	-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	12,774,972	36,444,018
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	625	331,075
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	3,561,098	5,299,735
7951 Construction - Minnesota	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	193,963	11,476,467
7955 Construction Management	-	-	-	556,209	176,985	733,195
7990 Project Financing	-	50,000	70,000	216,376	-	336,376
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	143,686	143,802
0000 Advance to City of Oxbow	-	-	7,527,231	630	-	7,527,861
					-	
Total Expenditures	984,750	17,005,957	19,518,970	45,325,044	20,518,222	103,352,943

FM Diversion Authority
 FY 2015 Summary Budget Report (In Thousands)
 April 2015

	FY 2015 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	59,040	1,136	12,183			46,857
Cass County	59,040	1,136	12,183			46,857
State of ND - 50% Match	57,200	616	9,192			48,008
State of ND - 100% Match	35,800	(7)	1,356			34,444
State of Minnesota	-	-	-			-
Other Agencies	13,120	252	2,707			10,413
Financing Proceeds	-	-	-			-
Sale of Assets	-	70	70			(70)
Property Income	-	133	151			(151)
Miscellaneous	-	0	0			(0)
Total Revenue Sources	224,200	3,336	37,843			186,357
Funds Appropriated						
Army Corp Local Share	525	-	900		525	(900)
Management Oversight	7,200	724	3,567	50%	5,187	(1,554)
Technical Activities	16,575	1,114	4,306	26%	4,541	7,728
Land Acquisitions	106,700	129	18,706	18%	37,718	50,276
Construction	91,300	1,357	10,821	12%	24,511	55,968
Mitigation	-	-	-		-	-
Other Costs	1,900	144	259	14%	350	1,291
Total Appropriations	224,200	3,468	38,559	17%	72,832	112,809

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	4/30/2015	JB04150015	CITY OF FARGO	1,500.00	CHARGE COF TIME - MAR-APR	V00102	General & Admin. WIK
Total WIK - General & Admin. - Accounting Services				1,500.00			
790-7910-429.33-25	4/15/2015	257673	OXBOW, CITY OF	575.00	REQUEST #30	V02407	OXBOW MOU-LEGAL SERVICES
Total WIK - General & Admin. - Legal Services				575.00			
790-7910-429.38-68	4/15/2015	257599	FREDRIKSON & BYRON, PA	3,000.00	GOVT RELATIONS LOB 30321	V00102	General & Admin. WIK
Total WIK - General & Admin. - Lobbyist				3,000.00			
790-7910-429.52-30	4/29/2015	258061	WARNER & CO	4,975.00	RENEWAL BUSN GEN LIABILIT	V00102	General & Admin. WIK
Total WIK - General & Admin. - General Liability				4,975.00			
790-7910-429.59-10	4/15/2015	257664	ND WATER USERS ASSOCIATN	5,000.00	MEMBERSHIP DUES	V00102	General & Admin. WIK
Total WIK - General & Admin. - Due & Membership Instate				5,000.00			
790-7915-429.33-05	4/15/2015	257611	HOUSTON-MOORE GROUP LLC	2,269.26	JAN 2015	V01607	RECREATION/USE MASTER PLN
	4/15/2015	257611	HOUSTON-MOORE GROUP LLC	118,736.00	JAN 2015	V01608	WORK-IN-KIND (WIK)
	4/15/2015	257611	HOUSTON-MOORE GROUP LLC	88,908.98	JAN 2015	V01609	HYDROLOGY/HYDRAULIC MODEL
	4/15/2015	257611	HOUSTON-MOORE GROUP LLC	394,849.04	JAN 2015	V01613	LEVEE DESIGN & SUPPORT
	4/15/2015	257611	HOUSTON-MOORE GROUP LLC	7,373.50	JAN 2015	V01615	DRAFT OPERATIONS PLAN
	4/16/2015	257730	HOUSTON-MOORE GROUP LLC	1,766.50	JAN 2015	V01616	PERMIT SUBMITTAL PREP
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	112,241.88	FEB 2015	V01608	WORK-IN-KIND (WIK)
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	44,824.73	FEB 2015	V01609	HYDROLOGY/HYDRAULIC MODEL
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	229,280.83	FEB 2015	V01613	LEVEE DESIGN & SUPPORT
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	5,437.05	FEB 2015	V01615	DRAFT OPERATIONS PLAN
	4/15/2015	257713	URS CORPORATION	55,559.44	2/14-3/13/15	V01003	CULTURAL RESOURCES INVEST
Total WIK - Project Design - Engineering Services				1,061,247.21			
790-7915-429.38-99	4/15/2015	257711	UNITED STATES GEOLOGICAL SURVEY	52,300.00	WATER LEVEL INFO	V02202	H2O LEVEL DISCHARGE CLTN
Total WIK - Project Design - Other Services				52,300.00			

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7920-429.33-05	4/15/2015	257611	HOUSTON-MOORE GROUP LLC	56,866.34	JAN 2015	V01601	HMG - PROJECT MANAGEMENT
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	165,794.09	FEB 2015	V01601	HMG - PROJECT MANAGEMENT
Total WIK Construction Mgmt. - Engineering Services				222,660.43			
790-7920-429.33-79	4/15/2015	257580	CH2M HILL ENGINEERS INC	310,000.00	APRIL 2015	V00205	CH2M Hill-8.30.14-2.27.15
Total WIK Construction Mgmt. - Construction Management				310,000.00			
790-7930-429.33-05	4/15/2015	257611	HOUSTON-MOORE GROUP LLC	3,066.00	JAN 2015	V01606	LAND MANAGEMENT SERVICES
	4/15/2015	257611	HOUSTON-MOORE GROUP LLC	22,610.78	JAN 2015	V01611	REACH 6 & CR20 BRIDGE
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	2,491.50	FEB 2015	V01602	CR-31 BRIDGE DESIGN
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	2,016.00	FEB 2015	V01604	CR-32 & CR-22 BRIDGE DSGN
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	1,912.50	FEB 2015	V01604	CR-32 & CR-22 BRIDGE DSGN
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	2,762.00	FEB 2015	V01606	LAND MANAGEMENT SERVICES
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	8,702.00	FEB 2015	V01610	UTILITIES DESIGN
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	25,974.88	FEB 2015	V01611	REACH 6 & CR20 BRIDGE
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	226.50	FEB 2015	V01618	WP28 - CR-16/CR-17 BRIDGE
Total LERRDS - North Dakota - Engineering Services				69,762.16			
790-7930-429.33-25	4/15/2015	257587	DORSEY & WHITNEY LLP	58,887.33	SERVICES THRU 2/28/15	V00101	Dorsey Whitney Legal
Total LERRDS - North Dakota - Legal Services				58,887.33			
790-7931-429.34-65	4/15/2015	257671	OHNSTAD TWICHELL PC	205.00	RIGHT OF ENTRY/LAND ACQU	V01301	City of Moorhead ROE
Total LERRDS - Minnesota - Right of Entry Requests				205.00			
790-7931-429.80-17	4/15/2015	257581	CLAY COUNTY AUDITOR	420.00	2015 STATEMENT OF TAXES	V02302	MN LAND PURCHASE-HARDSHIP
Total LERRDS - Minnesota - Property Tax - FMDA				420.00			
790-7950-429.73-70	4/15/2015	JB04150006	CITY OF FARGO	34,427.05	REIMB COF - FIBER REROUTE	V02808	COF REROUTE FIBER OPTIC
Total ND Construction - Utilities				34,427.05			

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7950-429.73-52	4/29/2015	257951	INDUSTRIAL BUILDERS INC	688,974.00	3/2-3/31/15	V02801	2ND ST NORTH PUMP STATION
	4/22/2015	257797	INDUSTRIAL CONTRACT SERVICES INC	633,575.00	4TH ST PUMP STATION/2ND F	V02805	PUMP STATION & FLOODWALL
Total ND Construction - Flood Control				1,322,549.00			
790-7955-429.33-05	4/15/2015	257611	HOUSTON-MOORE GROUP LLC	68,462.77	JAN 2015	V02806	CONSTRUCTION SVCS WP42
	4/22/2015	257796	HOUSTON-MOORE GROUP LLC	108,141.21	FEB 2015	V02806	CONSTRUCTION SVCS WP42
Total Construction Management - Engineering Services				176,603.98			
790-7990-520.80-20	4/28/2015	JB04150012	US BANK	122,265.33	INTEREST PAYMENT - 5/1/2015	V02901	\$50M CASS US BANK ADVANCE
Total Project Financing - Interest on Debt				122,265.33			
790-7990-520.80-30	4/28/2015	JB04150012	US BANK	21,420.23	US BANK LOAN FEE	V02901	\$50M CASS US BANK ADVANCE
Total Project Financing - Fiscal Agent Fees				21,420.23			
Total Disbursed for Period				\$ 3,467,797.72			

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of April 30, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 68,920,480.01	\$ 30,835,725.24	\$ 38,084,754.77	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
HOUSTON-MOORE GROUP LLC	25,969,077.45	19,457,571.86	6,511,505.59	Engineering Services
CH2M HILL ENGINEERS INC	17,860,819.01	14,760,819.01	3,100,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I	17,361,616.35	2,643,859.00	14,717,757.35	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	13,615,563.30	11,769,773.31	1,845,789.99	City of Oxbow - MOU
INDUSTRIAL BUILDERS INC	8,204,021.00	2,405,280.64	5,798,740.36	2nd St North Pump Station Project
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
ARMY CORP OF ENGINEERS	3,350,000.00	2,825,000.00	525,000.00	Local Share
MINNESOTA DNR	2,188,007.43	1,292,414.71	895,592.72	EIS Scoping
DORSEY & WHITNEY LLP	1,862,084.01	1,862,084.01	-	Legal Services
URS CORPORATION	1,745,618.42	1,217,445.38	528,173.04	Engineering Services
KENNELLY & OKEEFFE	1,729,310.56	1,729,310.56	-	Home Buyouts
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
DUCKS UNLIMITED	587,180.00	587,180.00	-	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	576,669.57	576,669.57	-	Engineering Services
RED RIVER BASIN COMMISSION	500,000.00	447,747.40	52,252.60	Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
ERNST & YOUNG	350,000.00	-	350,000.00	Financial Advisor
CITY OF FARGO	324,308.71	324,308.71	-	Digital Imagery Project, Utility Relocation & Accounting Svcs
ERIK R JOHNSON & ASSOCIATES	288,686.66	273,444.56	15,242.10	Legal Services
CASS COUNTY TREASURER	245,565.40	245,565.40	-	Property Tax
US BANK	202,706.21	202,706.21	-	Loan Advance Debt Service Payments
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
ENVENTIS	115,685.62	115,685.62	-	Utility Relocation
UNITED STATES GEOLOGICAL SURVE	104,600.00	52,300.00	52,300.00	Water Level Discharge Collection
702 COMMUNICATIONS	100,483.18	100,483.18	-	Utility Relocation
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Engineering Services
ULTEIG ENGINEERS INC	100,000.00	-	100,000.00	Engineering Services

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of April 30, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
NDSU BUSINESS OFFICE-BOX 6050	91,207.00	-	91,207.00	Ag Risk Study Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
OHNSTAD TWICHELL PC	60,514.16	60,514.16	-	ROE and Bonding Legal Fees
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
TERRACON CONSULTING ENGINEERS	50,000.00	381.26	49,618.74	Materials Testing
US GEOLOGICAL SURVEY	46,920.00	46,920.00	-	Stage Gage Installation
GEOKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
NIXON PEABODY LLC	30,000.00	30,000.00	-	Legal Services
WARNER & CO	19,900.00	19,900.00	-	General Liability Insurance
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
FREDRIKSON & BYRON, PA	15,000.00	12,000.00	3,000.00	Lobbying Services
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN	5,000.00	5,000.00	-	Membership Dues
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
CLAY COUNTY AUDITOR	1,970.00	1,970.00	-	Property Tax
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
RED RIVER TITLE SERVICES INC	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of April 30, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
CASS COUNTY RECORDER	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase
GRAND TOTAL	\$ 176,184,961.08	\$ 103,352,943.76	\$ 72,832,017.32	

**FM Diversion Authority
In-Town Levee Work
as of April 30, 2015**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	2nd Street North Pump Station - Work Package 42.A2	\$ 8,204,021.00	\$ 2,405,280.64
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	50,000.00	381.26
V02803	Enventis	Relocation of fiber optic along 2nd Street North - WP-42A.2	115,685.62	115,685.62
V02804	702 Communications	Relocation of fiber optic along 2nd Street North	100,483.18	100,483.18
V02805	ICS	4th St Pump Station & Gatewell and 2nd St Floodwall S - WP-42A.1/A.3	17,361,616.35	2,643,859.00
V02806	HMG	Services During Construction - Work Package 42	1,550,000.00	330,095.77
V02807	CCJWRD	In-Town Levee Work	605,733.30	469,747.10
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	34,427.05	34,427.05
V01703	Various	In-Town Property Purchases	13,123,867.52	1,474,486.01
			\$ 41,145,834.02	\$ 7,574,445.63

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

Time Period for This Request: April 1, 2015 - April 30, 2015

Drawdown Request No: 13	
Requested Amount:	\$ 612,361
Total Funds Expended This Period:	\$ 1,224,721
Total Funds Requested at 100% Match	-
Remaining Funds Requested at 50% Match	1,224,721
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	\$ 612,361
Total Funds Requested:	\$ 612,361

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 #35 - City of Fargo	(55,510,209)
Less: Payment #1 - Cass County	(136,039)
Less: Payment #1 - FM Diversion Authority	(18,600)
Less: Payment #2 - FM Diversion Authority - REVISED	(782,908)
Less: Payment #3 - FM Diversion Authority - REVISED	(293,590)
Less: Payment #4 - FM Diversion Authority - REVISED	(2,905)
Less: Payment #5 - FM Diversion Authority - REVISED	-
Less: Payment #6 - FM Diversion Authority - REVISED	(238,241)
Less: Payment #7 - FM Diversion Authority	(1,206,310)
Less: Payment #8 - FM Diversion Authority	(1,153,978)
Less: Payment #9 - FM Diversion Authority	(4,949,724)
Less: Payment #10 - FM Diversion Authority	(685,111)
Less: Payment #11 - FM Diversion Authority	(470,398)
Less: Payment #12 - FM Diversion Authority	(1,231,810)
Less: Payment #13 - FM Diversion Authority	(612,361)
Total Funds Reimbursed	\$ (67,292,184)
Total State Fund Balances Remaining	\$ 107,707,816

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

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - City of Fargo	\$	47,629,069
Matching Funds Expended To Date - Cass County		291,500
Matching Funds Expended To Date - FM Diversion Authority		1,448,411
Total Matching Funds Expended To Date	\$	49,368,980
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority		(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority		(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority		(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority		(410,015)
Less: Match Used on Payment #11 - FM Diversion Authority		(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority		(244,268)
Balance of Local Matching Funds Available	\$	6,277,911

FM Diversion Authority
Lands Expense - Life To Date
As of April 30, 2015

Property Address	Purchase Date	Purchase Price	Appraisal	Abstract	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
Home Buyouts - Fargo										
1322 Elm St N, Fargo ND	11/19/2014	347,270.27	-	-	-	48,990.90	2,420.83	-	-	398,682.00
1341 N Oak St, Fargo ND	1/29/2015	309,899.68	-	-	-	78,889.24	-	-	-	388,788.92
1326 Elm St N, Fargo ND	12/23/2014	230,196.41	-	-	-	-	-	-	-	230,196.41
1330 Elm St N, Fargo ND	2/12/2015	229,982.44	-	-	-	39,073.94	-	-	-	269,056.38
Park East Apartments - 1 2nd St S Fargo, ND		-	-	-	-	122,142.41	-	-	-	122,142.41
Home Buyouts - Moorhead										
387 170th Ave SW, Moorhead MN	11/1/2013	281,554.91	-	255.00	1,970.00	-	2,247.01	-	(8,440.00)	277,586.92
Home Buyouts - Oxbow										
105 Oxbow Drive, Oxbow ND	11/28/2012	216,401.85	-	250.00	4,993.72	-	13,695.77	(18,680.72)	(181,249.54)	35,411.08
744 Riverbend, Oxbow ND	12/3/2012	343,658.30	-	170.00	10,599.10	-	19,786.48	(37,617.16)	-	336,596.72
121 Oxbow Drive, Oxbow ND	7/31/2013	375,581.20	3,200.00	-	1,581.52	-	19,519.02	-	(186,918.33)	212,963.41
333 Schnell Drive, Oxbow ND	9/20/2013	104,087.79	-	-	2,781.89	-	2,039.75	-	-	108,909.43
346 Schnell Dr, Oxbow ND	2/13/2014	512,970.73	-	-	3,143.13	-	13,006.13	(18,000.00)	-	511,119.99
345 Schnell Dr, Oxbow ND	10/24/2014	478,702.98	-	-	-	-	-	-	-	478,702.98
708 River Bend Rd, Oxbow ND	1/29/2015	310,888.51	-	-	-	-	-	-	-	310,888.51
Easements - Fargo										
Part of Lot 5 El Zagal Park, Fargo ND	10/9/2014	68,040.72	-	-	-	-	-	-	-	68,040.72
Easements - Oxbow										
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	-	-	-	-	55,500.00
Farmland Purchases										
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	-	(27,892.63)	-	931,947.37
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	-	(56,114.10)	-	1,580,115.90
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust	2/18/2014	3,458,980.70	-	-	-	-	-	(108,583.05)	-	3,350,397.65
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	-	(32,244.98)	-	958,883.21
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	-	(28,029.64)	-	915,530.41
SW 1/4-11-140-50 - Heglund	7/21/2014	989,706.03	-	-	-	-	-	(3,725.49)	-	985,980.54
NW 1/4 14-140-50 - Heglund	10/23/2014	948,782.22	-	-	2,566.59	-	-	(1,376.19)	-	949,972.62
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	-	-	(11,053.17)	-	944,847.83
Fercho Family Farms, Oxbow ND	-	312,130.00	-	-	-	-	-	-	-	312,130.00
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	-	-	(3,786.29)	-	317,599.71
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	-	594,108.00
Land Purchases										
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	219,899.45	-	-	-	(309,868.60)	394,046.85
Total		16,460,503.98	3,200.00	675.00	247,535.40	289,096.49	72,714.99	(347,103.42)	(686,476.47)	16,040,145.97