

FLOOD DIVERSION BOARD OF AUTHORITY

Thursday, June 11, 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. Administrative/Legal Information
 - a. Lawsuit / Injunction update – go into Executive Session
 - b. Dakota JPA
5. Management Information
 - a. PMC report
 - b. Corps of Engineers report
6. Technical Information/action
 - a. Recommended Contract Actions Summary Item 6a.
 - i. HMG Task Order No. 13 Amendment 10—levee design and support
 - ii. 702 Communications cost reimbursement agreement—utility relocation
 - iii. AT&T Communications cost reimbursement agreement—utility relocation
 - iv. Cable One cost reimbursement agreement—utility relocation
 - v. Enventis Telcom cost reimbursement agreement—utility relocation
 - vi. Xcel Energy cost reimbursement agreement—utility relocations
7. Public Outreach Information/action
 - a. Committee report
 - b. Business Leaders Task Force update
8. Land Management Information/action
 - a. Committee report
 - b. CCJWRD update
9. Finance Information/action
 - a. Committee report
 - b. Loan advance approval Item 9b.
 - c. Voucher approval Item 9c.
10. Other Business
11. Next Meeting – July 9, 2015
12. Adjournment

**FLOOD DIVERSION BOARD OF AUTHORITY
MAY 14, 2015—3:30 PM**

Item 2.

1. MEETING TO ORDER

A meeting of the Flood Diversion Board of Authority was held Thursday, May 14, 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 Melissa Sobolik; Cass County Joint Water Resource District Manager Rodger Olson; and Moorhead City Council Member Nancy Otto. Also present was ex-officio member Gerald Van Amburg, Buffalo-Red River Watershed District. Fargo City Commissioner Mike Williams and Clay County Commissioner Kevin Campbell were absent.

Staff members and others present: Cass County Administrator Keith Berndt; 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; Bruce Spiller, CH2MHill; 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 April 9, 2015, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mr. Pawluk moved and Ms. Otto 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; evaluation of maintenance needs on the diversion inlet structure; and cultural surveys on impacted cemeteries in the staging area.

Mr. Spiller said a bid opening was scheduled later this month for the OHB levee, but with the recent injunction issued on levee construction, the bid letting has been cancelled. He said field work has been completed on seven cemetery sites, and three cemetery sites have not allowed right-of-entry (ROE) on the property to conduct cultural surveys.

Corps of Engineers report

Terry Williams 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; OHB and in-town levees design and construction support; cultural surveys for cemetery sites in the staging area; continued review of draft documents for the MN 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.

Ms. Williams reviewed the timeline for the cemetery mitigation study including site visits, cultural surveys and right of entry onto sites, and mitigation alternatives. A mitigation alternatives report was prepared with several options including protective berms, access, debris fencing, anchoring headstones and raising sites. The berm with access alternative for all sites would cost in excess of \$14 million. The Federal mitigation plan consists of obtaining flowage easements for cemeteries within the staging area; there would be no mitigation required on sites outside the staging area. The Diversion Authority, as part of the project Operation and Maintenance Plan, may clean up or offer assistance to clean up the staging area after times of project operation. She said the Corps plans to release the draft plan by June 8, 2015, and will ask for comments to be submitted by June 30, 2015.

5. **ECONOMIC DEVELOPMENT PRESENTATION**

Chad Peterson, Chairman of the Cass County Commission, provided a presentation on the regional economic impacts to the area in the event of a catastrophic flood event. He referred to employment data compiled in reports prepared by the Greater Fargo Moorhead Economic Development Corporation (GFMEDC). He said the diversion project will not only protect properties in Fargo-Moorhead, but will protect a \$15 billion regional economy. He said if the City of Fargo experiences catastrophic flooding, the impacts would be devastating to this area and to the State of North Dakota. He discussed information within the report regarding employment and the percentage of workers that live in other counties besides Cass-Clay that work in this area, who would be adversely affected if the cities of Fargo and Moorhead are destroyed by a flood.

Jim Gartin, President of GFMEDC, described the impact of an event to the numerous private sector industries in the area and said it would be devastating to the market place. Mr. Vanyo agreed that the diversion project is not only about flood protection for the area, but just as importantly, will provide protection to the local and regional economy.

6. **ADMINISTRATIVE/LEGAL UPDATE**

Lawsuit update

Attorney Erik Johnson provided an update regarding lawsuits filed by the Richland-Wilkin Joint Powers Authority. An order was issued by the Federal District Court yesterday on motions filed by both parties. The judge dismissed the claims against the Corps of Engineers, but ordered an injunction to stop construction on the OHB levee. He said the injunction is temporary and is meant to be released once the MN DNR completes its EIS. The injunction applies to physical construction of the levee itself, not to construction of new replacement homes in Oxbow.

7. **TECHNICAL UPDATE**

Task Orders / Authority Work Directives / Change Orders

Mr. Spiller discussed one Authority Work Directive (AWD) with Terracon Consultants, Inc. and one change order with ICS, Inc. totaling \$298,555.24 as follows:

- AWD-00048 Rev-0 with Terracon Consultants, Inc.—additional budget for owner’s quality assurance testing on the 4th Street pump station and 2nd Street pump station in the amount of \$30,000;
- Change Order No. 1 with ICS, Inc.—4th Street pump station changes including Fargo Highrise parking lot modifications, re-route of electrical service for Fargo Park District warming house, and installation of new storm sewer line in the amount of \$268,555.24.

Mr. Pawluk questioned the need for a change order to re-route the electrical line to the warming house as this should have been known before work began on the pump station. Mr. Spiller said the information on the utility line was not accurate during the design phase. April Walker said Fargo engineering staff have reviewed the change order and support it.

MOTION, passed

Mr. Pawluk moved and Ms. Sobolik seconded to AWD-00048 Rev-0 with Terracon Consultants, Inc. and Change Order No. 1 with ICS, Inc. totaling \$298,555.24. On roll call vote, the motion carried unanimously.

8. PUBLIC OUTREACH UPDATE

Committee report

Rodger Olson said the Public Outreach Committee met May 13th. The draft cemetery mitigation plan was discussed, and the committee suggested representatives from North Dakota and Minnesota be appointed to assist with the process.

The committee also discussed the special assessment district vote, and the questions generated through the FMDiversion.com website. Mr. Mahoney said there seemed to be confusion about the special assessment district among local elected officials and the general public. Mr. Olson said the Cass County Joint Water Resource District hosted three public meetings, and one public hearing to promote public input. The assessment voting process for water boards is dictated by state law and only requires one public hearing to be held. Ms. Sobolik said this topic generated much discussion among Fargo City Commissioners, and it was suggested that updates on the diversion project be provided to the full board since not all members serve on the Diversion Board.

9. LAND MANAGEMENT UPDATE

Cemetery Mitigation Report

The Land Management Committee met earlier this afternoon. Mr. Mahoney said the committee discussed the cemetery mitigation plan, and in order for the Corps to release the document to the public, the Diversion Board needs to approve its release.

MOTION, passed

Mr. Olson moved and Ms. Sobolik seconded to authorize the release of the draft cemetery mitigation report to the public. Motion carried.

NDSU Ag Study Amendment No. 2

Mr. Mahoney said the committee approved a second amendment to the contract with NDSU for Ag Risk Study services. The amendment of \$43,960 increases the budget from \$91,207 to \$135,167 to incorporate landowners' data to the model. Ms. Sobolik asked if they intend to complete the study within the same time frame. Mr. Berndt said NDSU still plans to finish the study by the end of June. Mr. Olson said the additional funds are needed to re-run the model to include information from several area producers that were part of a focus group meeting.

MOTION, passed

Ms. Sobolik moved and Mr. Pawluk seconded to approve Amendment No. 2 for the NDSU Ag Risk Study. On roll call vote, the motion carried unanimously.

CCJWRD update

Mark Brodshaug provided an update on land acquisitions completed through April 30, 2015. He reviewed information on completed acquisitions, budget figures, and completed negotiations. Negotiations continue with Oxbow homeowners as part of the replacement housing process and three new purchase agreements were signed for Oxbow area properties. One opportunistic farmland purchase was completed. He said relocations from the Park East apartment complex continue to move forward and tenants have until July 15th to be out of the building, which is the scheduled closing date.

10. FINANCE UPDATECommittee report

The Finance Committee met on May 13th. Michael Montplaisir, Cass County Auditor, said a little over \$100 million has been spent so far on the project. He also reviewed total revenues, budget report summary, state aid, and in-town levee work.

City of Fargo – First Draw Down Request

The Finance Committee approved the first draw down request from the \$50 million loan with U.S. Bank, which will cover legal and closing costs. The closing is scheduled for May 28th.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to authorize the City of Fargo to draw down funds in the amount of \$5,000,000 from U.S. Bank at the time of closing on the loan. On roll call vote, the motion carried unanimously.

Change Fiscal Year to Calendar Year

Mr. Montplaisir said the committee approved an extension of the current FY2015 budget year from September 30, 2015, to December 31, 2015, to coincide with the city and county's calendar year for financial records.

MOTION, passed

Mr. Pawluk moved and Mr. Thorstad seconded to extend the current FY2015 budget year to December 31, 2015, and to change the fiscal year thereafter to the calendar year used by Fargo and Cass County. On roll call vote, the motion carried unanimously.

Third Amendment to Joint Powers Agreement – Dakota Metro Flood Board

The Buffalo-Red River Watershed District approved \$1.5 million out of the \$211 million Diversion Authority budget to complete the MN EIS. As a result, a proposed third amendment to the existing Joint Powers Agreement (JPA) with Fargo, Cass County and Cass County Joint Water Resource District has been drafted. Erik Johnson provided some background on the JPA, which was first approved in 2010 and has been amended twice over the last five years. The proposal today provides a mechanism to approve and/or ratify expenditures, agreements and other decisions of the Flood Diversion Authority Board, and establishes the Dakota Metro Flood Board. The Dakota Metro Flood Board will consist of seven members: three from Cass County, three from Fargo, and one from the CCJWRD. This will serve as an interim measure to act in conjunction with the Diversion Authority. The plan is for the Dakota Metro Board to convene immediately after the Diversion Authority meeting. Mr. Johnson said the request today is for the Diversion Authority to approve the amendment in concept and form and forward it to Fargo, Cass County and CCJRWD for action.

Mr. Thorstad asked why the budget approval section of the JPA was not amended rather than the proposal presented today. Mr. Johnson said that type of change would require approval by all six member entities, and there is uncertainty that all six would approve such a change.

Mr. Thorstad asked whether this new committee could circumvent actions taken by the Diversion Authority Board. Mr. Johnson said the Dakota Metro Flood Board will provide a mechanism to expend in excess of the dollars approved by the Buffalo Red River Watershed District, one of the six member entities of the Diversion Authority Board. Mr. Johnson said the committee may contradict financial decisions made by the Diversion Authority.

MOTION, passed

Mr. Pawluk moved and Mr. Mahoney seconded to approve in concept and form the Third Amendment to the Joint Powers Agreement as proposed. On roll call vote, the motion carried with Mr. Pawluk, Mr. Mahoney, Ms. Sobolik, Mr. Vanyo, Mr. Olson and Ms. Otto voting “Yes”; Mr. Thorstad voting “No”.

Ernst & Young Contract for P3 Services

Erik Johnson said the Finance Committee approved a contract with Ernst & Young Infrastructure Advisors, LLC, to provide financial advisory services for the Public Private Partnership (P3) process. He said task orders will be identified and submitted to the Diversion Authority for approval. Ms. Sobolik asked about the cost of services. Mr. Vanyo said Ernst & Young will either bill the Diversion Authority at an hourly rate or on a project by project basis.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to approve a contract with Ernst & Young Infrastructure Advisors, LLC, to provide financial advisory services. On roll call vote, the motion carried unanimously.

Voucher approval

The bills for the month are with Fredrikson & Byron, P.A. for government relation services; Erik Johnson & Associates, Ltd. and Dorsey & Whitney LLP for legal services; and Cass County Joint Water Resource District for costs associated with the in-town levee, OHB ring levee, Diversion Project Assessment Committee (DPAC), and Oxbow Country Club golf course construction.

MOTION, passed

Mr. Mahoney moved and Mr. Pawluk seconded to approve the vouchers in the amount of \$2,946,128.13 for April, 2015. On roll call vote, the motion carried unanimously.

11. OTHER BUSINESS

Mr. Pawluk asked how many homes in Fargo have been bought or demolished as a result of flooding. April Walker said around 300 homes have been purchased by the city since 1990. Mr. Berndt said Cass County has bought around 200 homes.

Mr. Pawluk wants to ensure the Diversion Authority is compliant with the injunction ruling on the OHB levee. Erik Johnson said the intent is to fully comply and honor the court order. Mr. Johnson said contact has been made with opposing counsel to ensure everyone is aware of what is and is not allowed as part of the ruling.

12. NEXT MEETING DATE

The next meeting will be held on Thursday, June 11, 2015, at 3:30 PM.

13. ADJOURNMENT

MOTION, passed

On motion by Mr. Pawluk, seconded by Ms. Sobolik, and all voting in favor, the meeting was adjourned at 4:50 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant



US Army Corps
of Engineers
St. Paul District

Monthly Update

June 11, 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. Draft EIS for public review currently scheduled for 28 August 2015.
2. **Maple River Physical Model**: Nearing completion. Awarded contract for flume study to analyze velocity conditions across aqueduct.
3. **Reach 7**: Includes the Maple River Aqueduct Structure and associated diversion channel. Preliminary Engineering Report (PER) out for Sponsor/ATR review on 12 June 2015.
4. **Diversion Inlet Structure**: Holding 1-day structural engineering workshop to include national Corps experts on June 16. Final Technical Review (FTR) scheduled for 8 September 2015.
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**: Mailed draft to Cemetery POCs and ND/MN SHPOs on 4 June 2015. Also posted on www.fmdiversion.com. Requested any comments be provided by 13 July. Completed Cultural surveys for 8 of 11 sites. No longer pursuing Rights-of-Entry or surveys 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. **Alternate Financing/Split Delivery Plan**: Continue to advance this plan for expedited implementation of the FMM Project.
9. **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).
10. **Real Estate**: Continue to review appraisals and support land acquisition activities.
11. **Moorhead City Council**: Aaron Snyder and Terry Williams met with the Council on May 18th.



Recommended Contracting Actions Summary

Date: June 11, 2015

Description	Budget Estimate (\$)
HMG - Task Order No. 13-Amendment 10 Levee Design and Design Support	602,000
<ul style="list-style-type: none"> In Town Levees – additional design work, soil characterization, and bid package preparation 	
702 Communications – Cost Reimbursement Agreement 2nd Street Flood Wall	175,379.73
<ul style="list-style-type: none"> Utility Relocation – 2nd Street 	
AT&T – Cost Reimbursement Agreement 2nd Street Flood Wall	441,330.44
<ul style="list-style-type: none"> Utility Relocation – 2nd Street 	
Cable One – Cost Reimbursement Agreement 2nd Street Flood Wall	148,511.37
<ul style="list-style-type: none"> Utility Relocation – 2nd Street 	
Enventis Telcom Inc. – Cost Reimbursement Agreement 2nd Street Flood Wall	1,324,403
<ul style="list-style-type: none"> Utility Relocation – 2nd Street 	
Xcel Energy – Cost Reimbursement Agreement	700,000
<ul style="list-style-type: none"> Utility Relocation – 2nd Street Floodwall 	
Xcel Energy – Cost Reimbursement Agreement	53,641.97
<ul style="list-style-type: none"> Utility Relocation – 4th Street High Rise 	
Total	\$3,445,266.51

RECOMMENDED CONTRACTING ACTION DETAIL

Houston-Moore Group LLC
Task Order No. 13-Amendment 10
Levee Design and Design Support

ADD \$ 602,000

Subtask 2.B.i.2.f.: Red River (In Town) Levees

Description:

Provide geo-probe and soil characterization for Case Plaza parcel. Provide additional design services to subdivide work packages for construction contracts. Provide additional design services to coordinate floodwall design work with City of Fargo project work.

Background:

The addition of the soil classification work will help identify what portion of excavated soil can be used on the project site. The additional design effort is needed to coordinate floodwall designs with adjacent City of Fargo City Hall and sanitary sewer projects. Additional bid package preparation work is needed to accommodate construction phasing and bidding.

Recommendation:

PMC recommends approval of Task Order No. 13-Amendment 10 for \$602,000.

DRAFT

**702 Communications
Cost Reimbursement Agreement
2nd Street Flood Wall**

ADD \$175,379.73

Description:

This Cost Reimbursement Agreement includes utility construction for the portion of the 2nd Street replacement North along 1st Avenue N, and then from 1st Avenue N to 3rd Avenue N in Fargo, ND.

Background:

1. 702 Communications utility lines are in conflict with 2nd Street Floodwall features and need to be relocated out of the way of the work.
2. 702 Communications' Cost Reimbursement Agreement is anticipated to cover all labor, materials, and commissioning necessary to put this segment of the 702 Communications lines in service.

Recommendation:

PMC recommends approval of this Cost Reimbursement Agreement for \$175,379.73.

**AT&T
Cost Reimbursement Agreement
2nd Street Flood Wall**

ADD \$441,330.44

Description:

This Cost Reimbursement Agreement includes utility construction for the portion of the 2nd Street replacement from 2nd Street N to 4th Street and from South Alley 1st Ave N to 4th Ave N.

Background:

1. AT&T utility lines are in conflict with 2nd Street Floodwall features and need to be relocated out of the way of the work.
2. AT&T's Cost Reimbursement Agreement is anticipated to cover all labor, materials, and commissioning necessary to put this segment of the AT&T lines in service.

Recommendation:

PMC recommends approval of this Cost Reimbursement Agreement for \$441,330.44.

**Cable One
Cost Reimbursement Agreement
2nd Street Flood Wall**

ADD \$148,511.37

Description:

This Cost Reimbursement Agreement includes utility construction for the portion of the 2nd Street replacement from 2nd Street N to 4th Street and from South Alley 1st Ave N to 4th Ave N.

Background:

1. Cable One utility lines are in conflict with 2nd Street Floodwall features and need to be relocated out of the way of the work.
2. Cable One's Cost Reimbursement Agreement is anticipated to cover all labor, materials, and commissioning necessary to put this segment of the Cable One's lines in service.

Recommendation:

PMC recommends approval of this Cost Reimbursement Agreement for \$148,511.37.

**Eventis Telecom Inc.
Cost Reimbursement Agreement
2nd Street Flood Wall**

ADD \$1,324,403

Description:

This Cost Reimbursement Agreement includes relocating its cables within the construction zone so that construction activity for WP-42 In-Town Levees – 2nd Street/Downtown Area in Fargo, ND will not have to work around operational cable facilities.

Background:

1. Eventis Telecom Inc.'s utility lines are in conflict with 2nd Street Floodwall features and need to be relocated out of the way of the work.
2. Eventis Telecom Inc.'s Cost Reimbursement Agreement is anticipated to cover all labor, materials, and commissioning necessary to put this segment of the Eventis Telecom Inc.'s lines in service.

Recommendation:

PMC recommends approval of this Cost Reimbursement Agreement for \$1,324,403.

**Xcel Energy
Cost Reimbursement Agreement
2nd Street Flood Wall**

ADD \$700,000

Description:

This Cost Reimbursement Agreement directs Excel Energy to convert Xcel’s overhead feeders along 2nd St N in Fargo to underground for the upcoming installation of a flood wall/levee system and road realignment along 2nd St N. The work includes relocation of a utility manhole, relocation of electrical lines from overhead service to underground, installation of three switch centers, installation of power distribution cable and transformer for 2nd Street pump station, and installation of a temporary feeder across the Red River to facilitate the work.

Background:

Xcel Energy Cost Reimbursement Agreement for 2nd Street N Floodwall conversion of overhead feeders underground and installation of the 2nd Street pump station distribution cable and transformer is anticipated to cover all labor, materials, and commissioning necessary to put this segment of the Xcel Energy lines in service.

Recommendation:

PMC recommends approval of this Cost Reimbursement Agreement for \$700,000.

**Xcel Energy
Cost Reimbursement Agreement
4th Street High Rise**

ADD \$53,641.97

Description:

This Cost Reimbursement Agreement directs Xcel Energy, to temporarily relocate the three phase primary cable that is in conflict with the sanitary sewer and floodwall installation. This cable serves the Fargo High Rise at 101 2nd St S Fargo (Work Change Directive, dated May 28, 2015). Once installation of the sewer and floodwall is complete, the three phase cable will be replaced from transformer N to transformer P in the original location to eliminate all of the splices needed to install. As part of this project, the three phase primary will be abandoned and transformer Z will be removed at 100 2nd St S Fargo.

Background:

Xcel Energy utility lines are in conflict with 2nd Street S Floodwall features and need to be relocated out of the way of the work. This work was required to support ICS completion of utility work and paving in the vicinity of the High Rise building.

Recommendation:

PMC recommends approval of this Cost Reimbursement Agreement for \$53,641.97.

Houston-Moore Group, LLC

Task Order No. 13, Amendment 109

Levee Design and Design Support

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

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

1. Specific Project Data

A. Title: **Levee Design and Design Support**

B. Description: As part of Work-in-Kind (WIK), provide assistance to USACE, in design and design support activities, for design of levees along the Red River to support increased flow through the protected area and for levees in the upstream staging area. Provide Lands, Easements, Rights-of-Way, Relocations, and Disposal areas (LERRDs) assistance to Owner to support the levee designs.

C. Background:

- i. Red River Levees: At the November 8, 2012 Diversion Board meeting, the Board requested the US Army Corps of Engineers (USACE) add levees along the Red River to allow increased flow through the protected area. This task order allows HMG to provide design and design support to USACE for these Red River levees.
 1. Phase 1 – Screening of alternatives and selecting final alignment scope to include: Development of Alternatives, Public Involvement, Surveying, Geotechnical Exploration and Testing, Preliminary Geotechnical Analysis, Preliminary Hydrologic and Hydraulic Analysis, Preliminary Internal Flood Control Analysis, Preliminary Utility Investigation, Preliminary Levee and Structural Design, Transportation Evaluation, Preliminary Environmental Studies, Preliminary Report and Drawings, and Project Management.
 2. Phase 2 – Detailed Plans and Specifications: Based on the alternative selected in Phase 1, conduct a Value Engineering (VE) evaluation of the proposed project and prepare plans and specifications for 65 and 95 percent submittals, and prepare a cost estimate based on the 95 percent design submittal. Notice To Proceed (NTP) will be subject to the completion and signing of the USACE Supplemental Environmental Assessment (EA).
- ii. Upstream Staging Area Levees/Ring Dikes: At the November 8, 2012 Diversion Board meeting, the Board passed AWD-00020 Recommended Board of Authority Position for Post-Feasibility Alternatives Analysis VE-13A vs. VE-13C, which authorized HMG to begin conceptual design and site investigations of potential levees for the Oxbow.

2. Services of Engineer

A. General

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

B. Scope of Work

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

- i. Preliminary Levee Design Structural Design – Develop preliminary design of levee protection system, preliminary estimate of embankment and borrow requirements, and prepare a narrative of design criteria.
 - j. Preliminary Structural Design – Develop preliminary design for proposed floodwalls and closures, pump stations, and miscellaneous drainage structures. Prepare a narrative with descriptions of features, design considerations, and criteria assumptions.
 - k. Transportation Evaluation – Develop initial evaluation of transportation impacts, and participate in two (2) coordination meetings with City of Fargo staff and two (2) coordination meetings with railroad staff. Develop up to five (5) alternatives for the 2nd Street road alignment to accommodate flood protection alternatives.
 - l. Preliminary Environmental Studies – Complete Phase 1 Environmental Site Assessment report for six (6) properties.
 - m. Preliminary Design Report and Drawings – Prepare Preliminary Design Report (PDR) with cost estimates and preliminary project plans for selected alignment. Prepare artists renderings of selected plan.
 - n. Project Management – Document coordination and review, schedule and resource management, budgeting, and project team coordination.
 - o. Landscape Architecture/Master Planning- Provide landscape architecture and master planning services for the Red River Levees.
 - i. Provide landscape architecture services for the 2nd St. Corridor from NP Ave. to 4th Ave. Coordinate with the city of Fargo City Hall Project throughout the design phase of the City Hall Project.
 - ii. Provide master planning services from Mickelson to the 4th St. Levee.
2. Phase 2 – Detailed Plans and Specifications: Complete detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the selected alternative from Phase 1. Include required surveying, environmental studies, permitting, removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, floodwalls, closures, traffic evaluations, road realignments and signal changes, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:
- a. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, USACE Consistency, Agency Technical Review (ATR) and USACE Independent External Peer Review (IEPR) review teams.
 - b. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and

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

- c. Cost Estimate – prepare a cost estimate for the project based on the 95 percent submittal documents.
- d. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Diversion Authority, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
- e. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- f. Additional design work to accommodate requested project changes:
 - i. Increase 2nd Street N pump station size and pumping capacity to 75,000 gpm and add formed pump suction inlets.
 - ii. Coordinate electrical design for connection to new back-up power generator on New City Hall site.
 - iii. Add forty feet of floodwall to the pump station construction package.
 - iv. Use USACE specifications in lieu of City of Fargo Specifications for the pump station.
 - v. Coordinate pump station and floodwall architectural and design and aesthetics with the New City Hall project.
 - vi. Provide Computational Fluid Dynamics (CFD) modeling for the pump station wetwell and pump inlet design.
 - vii. Phase I ESAs were conducted for the Case Plaza and City Hall parking lot sites in 2013 as part of the preliminary design of WP-42 (In Town Levees). The Phase I ESA recommended additional Phase II ESA testing of the soils and groundwater on these sites.
 - 1. Provide up to nine (9) borings at the Case Plaza and City Hall parking lot sites, survey boring locations, and provide the following sampling and testing services: boring logs by a field geologist, continuous soil sampling to the groundwater table, soil head space analysis for volatile organic compounds (VOCs), groundwater sampling, laboratory testing and analysis of samples for the presence of contaminants, and a report of the findings.
 - 2. Deliverables include draft and final Phase II ESA Reports for Case Plaza and City Hall parking lot properties, and laboratory test results.
 - viii. A 2nd St N Pedestrian Overpass between the City Hall project and the Red River at 2nd Avenue N is desired and is integral to the 2nd St N floodwall design. Provide the following conceptual design services:

1. Prepare for and attend four (4) coordination meetings and Commission meeting.
2. Develop bridge design concepts for prefabricated and pre-stressed options, at-grade crossing concepts, and coordination with landscape design.
3. Prepare visualizations and graphics for City Commission Meeting.
4. Provide a summary report.

ix. Provide soil characterization for Case Plaza lot, conduct geo-probes and soil characterization to determine if soil is suitable for re-use on the project.

x. Provide additional design services for flood wall including wall aesthetics and accommodation of future pedestrian bridge.

xi. Provide additional planning and design services and coordination to integrate design with the new Fargo City Hall project.

~~ix~~-xii. Provide additional design services to prepare multiple bid packages to accommodate construction phasing of flood control features. This includes additional design, plan preparation, and design reviews.

3. Value Engineering Study (VES)

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

4. 4th Street Levee Pump Station Replacement

- a. Background: At the November 8, 2012 Diversion Board meeting, the Board requested the USACE add levees long the Red River to allow increased flow through the protected area. To allow 35 feet through town, the 4th Street levee requires certification. In order to meet certification criteria, the stormwater pump stations on the north end of the levee must be replaced.
- b. Detailed Plans and Specifications: Provide design services and prepare detailed plans as described below.
 - i. Complete detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the 4th Street Levee Pump Station. Include required surveying, Section 408 permit (if required), removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, closures, traffic evaluations, service road realignments, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:

1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 2. 95 Percent Design Submittal – evaluate and incorporate 35 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 3. Pre-Purchase Specifications - prepare up to 3 pre-purchase specifications, if requested, for:
 - a. Gates
 - b. Pumps
 - c. Electrical Panels
 4. Cost Estimate – prepare a cost estimate for the project based on the 35 percent and 95 percent submittal documents.
 5. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Owner, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
 6. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- c. Additional design work to accommodate requested project changes:
- i. Increase capacity of the back-up power generator to accommodate power for adjacent sanitary sewer lift station.
 - ii. Modify the pump station and generator building design including: addition/modification of transoms and lintels, lower pump station slab, deletion of fuel storage, addition of louvers, removal of windows and parapets, and modification of brick veneer.
- d. Deliverables:
- i. Detailed Plans and Specifications
 1. 35 Percent Design Submittal
 2. 95 Percent Design Submittal
 - ii. Pre-Purchase Specifications
 - iii. 35 Percent Cost Estimate
 - iv. 95 Percent Cost Estimate
 - v. Operation and Maintenance Plan
 1. Draft Plan
 2. Final Plan

- e. Work not included in this Scope of Services:
 - i. Environmental permitting
 - ii. Utility Relocation Agreements
 - iii. ROW Acquisition including Appraisals, Title Searches, Title Opinions, Deeds
 - iv. Bid documents and bidding services

5. Mickelson Levee Extension

- a. Background: The Mickelson Levee Extension is a component of In-Town levees that was conceptually evaluated as part of the July 16, 2012 report entitled "*Final Technical Memorandum, AWD-00002 – Flows Through Flood Damage Reduction Area*" and includes an extension of the existing Mickelson levee to the south to tie into high ground.
- b. Detailed Plans and Specifications: Provide design services and prepare detailed plans as described below.
 - i. Complete detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the Mickelson Levee Extension. Include required surveying, Section 408 permit (if required), removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:
 - 1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 - 2. 65 Percent Design Submittal – evaluate and incorporate 35 percent review comments into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 - 3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 - 4. Cost Estimate – prepare a cost estimate for the project based on the 65 percent and 95 percent submittal documents.
 - 5. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Owner, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.

6. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- c. Additional design work to accommodate requested project changes:
 - ii. None.
- d. Deliverables:
 - iii. Detailed Plans and Specifications
 1. 35 Percent Design Submittal
 2. 65 Percent Design Submittal
 3. 95 Percent Design Submittal
 - iv. 65 Percent Cost Estimate
 - v. 95 Percent Cost Estimate
 - vi. Operation and Maintenance Plan
6. El Zagal Phase 2 Levee Design
 - a. Background: The El Zagal Phase 2 Levee is a component of In-Town levees that was conceptually evaluated as part of the July 16, 2012 report entitled “Final Technical Memorandum, AWD-00002 – Flows Through Flood Damage Reduction Area” and includes an extension of recently completed El Zagal Phase 1 Levee to the south to tie into high ground.
 - b. Detailed Plans and Specifications: Provide design services and prepare detailed plans as described below.
 - i. Complete detailed project engineering and design and provide plans and technical specifications (Division 2 and higher) for the El Zagal Phase 2 Levee. Include required surveying, removals and demolition, geotechnical and hydraulic analyses, internal flood control and pumping, levee systems, roadway revisions, public and private utility relocations, landscaping, drawings and specifications, internal QA/QC, design documentation, operation and maintenance plan, and project management and coordination. Major milestone deliverables include:
 1. 65 Percent Design Submittal – advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 2. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Owner, PMC, and USACE Consistency and ATR review teams.
 3. Cost Estimate – prepare a cost estimate for the project based on the 95 percent submittal documents.

4. Operation and Maintenance Plan – prepare draft O&M Plan for review by the Owner, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
 5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
 - c. Additional design work to accommodate requested project changes:
 - i. None.
 - d. Deliverables:
 - i. Detailed Plans and Specifications
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. 95 Percent Cost Estimate
 - v. Bid Documents
 - vi. Operation and Maintenance Plan
 - ii. Upstream Staging Area Ring Levees:
 1. Provide support as defined below and as requested in writing. Types of requests may include:
 - a. Respond to information requests by affected residences and develop information for presentations or public meetings.
 - b. Conduct a geotechnical site visit(s) of the levee site(s) to observe surface features and, if requested, conduct subsurface investigations.
 - c. Determine existing utilities and utility relocation requirements.
 - d. Begin conceptual design of the levees and/or floodwalls and floodgates, interior layout (which may include street layout, storm water sewer, storage, and lift station sizing, house relocation planning, and golf course layout), and external infrastructure (road raises for egress).
 2. Oxbow/Hickson/Bakke – Ring Levee Evaluation:
 - a. Prepare a proposed ring levee system to reduce flood risk to Oxbow/Hickson/Bakke, ND during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.
 - b. The ring levee will impact the golf course and clubhouse. Provide conceptual design services for re-design of the golf course and clubhouse.
 - i. Provide an updated conceptual design of golf course and clubhouse based on update levee alignment to accommodate a total of 80 replacement residential lots.
 - c. Initial Survey and Geotechnical Activities for Levee Design:
 - i. Work with USACE to develop a geotechnical investigation plan for the alternative Levee alignments for approval.

- ii. Stake the location of approved borings and record the coordinates and elevations of the borings.
- iii. Conduct laboratory testing on boring samples provide by the USACE for the OHB ring levee alternative alignments and Wild Rice River mirco-siting evaluation. Laboratory testing to include the following: Atterburg Limits, Water Content, Hydrometer and Sieve analysis, Proctor Density, Triaxial Compression-unconsolidated/undrained, Triaxial Compression-consolidated/undrained, Torsional Ring Shear, Consolidation Reporting P-e, and TWT Extrusion and Description. Approximately 580 laboratory tests are planned.
- iv. Obtain and comply with right of entry (ROE) and right of way (ROE) requirements for each property entered.

The construction of the Oxbow/Hickson/Bakke (O/H/B) ring levee and associated work is phased. The work has been divided into five (5) Work Packages, which include: three (3) levee design packages, an interior drainage and road raise package, and a demolition and utility relocations package. One of the levee design packages (WP-43B) will be completed by the USACE. The remaining 4 design packages (WP-43A, WP-43C, WP-43D and WP-43E) will be completed in this scope of work. See Figure 1, attached.

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

- No additional surveys required (included in WP- 43B).
- Soil exploration, laboratory testing, and instrumentation costs included under WP-43B. Geotechnical design of the levee is required. Groundwater evaluation is required to determine impacts to existing septic systems, sewer systems and basements.
- No staging area water hydrologic and hydraulic (H&H) modeling required (included in WP- 43B). H&H for local drainage and interior drainage is required.
- Include design of levee, vegetation free zone, and ditching (input from WP-43B and WP-43D). CR-81 road raise will be in WP-43D. Retention basin/pump station design will be in WP-43D. Utility relocation design and demolition design will be in WP-43E.
- Coordination between designers for WP-43B, WP-43C, WP-43D, and WP-43E is required, along with review of design submittals from WP-43B.
- Develop design, plans, ROW drawings, technical specs, Design Documentation Report (DDR), cost estimate, and engineering considerations.
- Preliminary Engineering Report (PER) -35% review includes internal review, Sponsor review, and USACE Consistency and ATR review.
- Draft Technical Report (DTR) -65% review includes internal review, Sponsor review, USACE Consistency, ATR, and USACE IEPR. IEPR will be accomplished by the Natural Resources Conservation Service (NRCS)
- Final Technical Report (FTR) -95% review includes internal review, Sponsor review, and USACE ATR.

- Final Technical Certification (Bid Documents). Provide final documents for closeout of remaining comments and technical signoff. There will not be a review associated with this submittal.
 - Bid set will include final Plans and Specifications.
 - Assume limited work effort during the bid period consisting of: responding to bidders' questions and preparing amendments.
 - Provide final contract award CD of all work items.
 - Weekly coordination meetings will be held and will include: tech lead, geotech, cost/specs, and H&H designers. Assume the meetings for WP-43A and WP-43C, WP-43D, and WP-43E will be combined into one weekly meeting.
 - Provide right of way drawings for the WP-43B portion of the levee.
- d. WP-43A – Levee Section from Riverbend Road to CR81 (southeast): Design approximately 7,300 lineal feet (lf) of levee, interior buffer zone, and interior drainage swale (if required – based on interior drainage developed in WP-43D), including geotechnical design, civil design, permitting, cost estimates, and preparation of drawings and technical specifications; coordinate design of interior levee buffer zone (drainage swale, snow drop area, and tree screen) and recreational features with O/H/B community and developer/golf course designer; determine affect of levee and exterior impounded water on existing septic systems, sewer systems, and basements. Coordinate with design of Retention Basin (WP-43D). Coordinate with design of road raise of CR-81 (design WP-43D). To be constructed with interior drainage stormwater pump station (WP-43D).
1. Deliverables:
1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR & IEPR review teams.
 3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR & IEPR review teams.

4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
 5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- e. WP-43C - Levee Section from CR-81 (northeast) to Riverbend Road: Design approximately 5,000 lf of levee, including geotechnical design, civil design, permitting, cost estimates, and preparation of drawings and technical specifications; coordinate design of interior levee drainage with interior drainage design as part of WP-43D; coordinate design of interior levee slope and recreational features with O/H/B community and golf course designer. Removal/demolition of existing structures and utility cut, cap and removal will be designed under WP-43E.
- i. Deliverables:
 1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR and IEPR review teams.
 3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
 5. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
- f. WP-43D –Interior Drainage and CR-81 Road Raises: Design interior drainage system for the O/H/B communities, including both new drainage infrastructure and required rehabilitation or upgrades to existing drainage infrastructure; design stormwater retention pond and new stormwater pump station, including surveying, H&H to determine ditch cross sections and slopes, culvert sizes and slopes,

geotechnical, structural, electrical, architectural, civil, permitting, cost estimates, and preparation of drawings and technical specifications. Design road raises of CR-81, including geotechnical, geology, civil, cost estimates, and preparation of drawings and technical specifications, coordinate with levee design teams.

i. Deliverables:

1. 35 Percent Design Submittal – prepare preliminary design submittal and submit the design report and preliminary plans for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 2. 65 Percent Design Submittal – evaluate and incorporate accepted VE proposals into the design documents, advance the detailed design to 65 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency, ATR and IEPR review teams.
 3. 95 Percent Design Submittal – evaluate and incorporate 65 percent review comments into the design documents, advance the detailed design to 95 percent and submit the design report, plans and specifications for review by the Diversion Authority, PMC, and USACE Consistency and ATR review teams.
 4. Cost Estimate – prepare cost estimates for the project based on the 35 percent and 95 percent submittal documents.
 5. Operation and Maintenance Plan – prepare draft O&M Plan for review by Diversion Authority, PMC, and USACE. Incorporate review comments and prepare final O&M Plan.
 6. Bid Document Development – incorporate 95 percent review comments into the design documents and assist the PMC with development of bid documents.
 7. Provide a separate bid package for the pump station and gatewell pre-consolidation construction package.
 8. Provide an above ground building for the stormwater pump station.
- g. WP-43E – Demolition and Utility Relocations: Develop demolition plan for WP-43C Levee area (CR-81 (northeast) to Riverbend Road, including utility identification, identification of structures to be sold or demolished in place, environmental Phase 1, permitting, and required remediation. Design utilities to be cut, capped, and removed, and utilities to be relocated (coordinate with developer of new City of Oxbow infrastructure), including cost estimates, and drawings and

technical specifications. Review adequacy of existing wastewater pump station and forcemain for the 38 additional residential units.

i. Deliverables:

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

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

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

i. O/H/B Ring Levee Design Modification - 100-year Elevation

Provide the following design services to provide a modified levee design for WP-43C and WP-43D to protect to the without project 100-year event elevation. Work tasks include:

- i. Update interior flood control model based on 100-year levee earthwork quantities.
- ii. Update WP-43D plans to include 100-year levee design.
- iii. Update WP-43C plans to include 100-yr levee design.
- iv. Calculate earthwork balance for 100-year levee design.

- v. Update stormwater pond designs for 100-year levee earthwork quantities.
 - vi. Provide roadway replacement plans and traffic control for gravity drain construction area on Cass County Highway 81.
 - vii. Update pump station design based on 100-yr levee scenario. Includes reconfiguration of pump station elevation as well as general civil for access, etc.
 - viii. Update DDRs for WP-43C and WP-43D, including interior flood control, to include 100-year levee design documentation.
 - ix. Provide QA/QC review of design modifications.
3. Comstock – Ring Levee Evaluation:
- a. Prepare a proposed ring levee system to reduce flood risk to Comstock, MN during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.
4. Christine – Ring Levee Evaluation:
- a. Prepare a proposed ring levee system to reduce flood risk to Christine, ND during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.
5. Wolverton – Ring Levee Evaluation:
- a. Prepare a proposed ring levee system to reduce flood risk to Wolverton, MN during operation of the Diversion Project and staging of water. Show the location of a potential ring levee, develop height required for ring levee, and evaluate access during periods of Diversion operation.
6. Staging Area – Non-Structural Improvement Evaluation:
- a. Identify individual residential properties within the staging area and evaluate the potential benefit from non-structural improvements to reduce flood risk to residential structures during operation of the Diversion Project and staging of water. Show the location of potential improvements and evaluate access during periods of Diversion operation.
 - i. Provide mapping of residential structures and farmsteads impacted by the Staging Area for the 100-year event, and include estimated depth of impact for the structures with and without the project.
 - ii. Where technically feasible, provide concept for non-structural improvements and estimate cost of improvements.
 - iii. Develop database of impacted properties that includes relevant project information (such as depth of impact with and without project, etc.)

- iv. Assist in preparation, provide meeting materials, and attend one-on-one meetings with impacted landowners.
 - 7. Assist with preparation of materials for public meetings.
- iii. Provide land surveying services for In Town Levee and OHB Ring Levee projects. The surveying is required to create Right of Way descriptions and certificates of survey for 34 partial takes for the OHB Ring Levee and 17 certificates for the In Town Levee project.
 - 1. Provide real estate drawings for the El Zagal project per USACE requirements.
- iv. Deliverables
 - 1. Red River Levees – Phase 1
 - a. Project Schedule with milestone dates for key activities and monthly updates
 - b. Monthly Progress Reports and meeting minutes
 - c. Alignment selection TM
 - d. Geotechnical TM, including:
 - Geotechnical field and laboratory findings
 - Geotechnical stability analysis
 - Survey data
 - Geotechnical field logs
 - e. Hydrologic and Hydraulic analysis TM
 - f. Transportation TM
 - g. Phase 1 Environmental Site Assessment reports
 - h. Preliminary Design Report, including:
 - Preliminary pump sizing and storage needs
 - Utility relocation requirements and issues
 - Preliminary Levee design
 - Preliminary Structural design
 - Cost Estimate
 - Preliminary Drawings
 - i. Landscape concepts and plans for the 2nd St. Corridor from NP Ave. to 4th Ave.
 - j. Master Plan from Mickelson to 4th St. Levee.
 - 2. Red River Levees - Phase 2
 - a. 65 Percent Design Submittal
 - b. 95 Percent Design Submittal
 - c. Cost Estimates
 - d. Operation and Maintenance Plan
 - i. Draft Plan
 - ii. Final Plan
 - 3. Red River Levees – VES reports
 - 4. Support for Upstream Staging Area Levees
 - a. Oxbow/Hickson/Bakke TM
 - b. WP-43A
 - i. 35 Percent Design Submittal
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. Cost Estimates

- c. WP-43C
 - i. 35 Percent Design Submittal
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. Cost Estimates
- d. WP-43D
 - i. 35 Percent Design Submittal
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. Cost Estimates
 - v. Operation and Maintenance Plan
 - 1. Draft Plan
 - 2. Final Plan
- e. WP-43E
 - i. 35 Percent Design Submittal
 - ii. 65 Percent Design Submittal
 - iii. 95 Percent Design Submittal
 - iv. Cost Estimates
- f. VES or VBDC reports
- g. Comstock TM
- h. Christine TM
- i. Wolverton TM
- j. Staging Area Non-Structural Improvements TM
- v. Work not included in this Scope of Services
 - 1. Environmental permitting
 - 2. Utility Relocation Agreements
 - 3. ROW Acquisition including Appraisals, Title Searches, Title Opinions, Deeds
 - 4. Bid documents and bidding services

3. Owner's Responsibilities

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

4. Times for Rendering Services

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
2.B.i Red River Levees – Phase 1	November 8, 2012	September 30, 2013
2.B.ii Upstream Staging Area Ring Levees	November 8, 2012	September 30, 2013
Amendment 1 all work	December 13, 2012	September 30, 2013
2.B.ii.2.d WP-43A Bid Documents	August 8, 2013	May 4, 2014
Amendment 2 other work	August 8, 2013	May 31, 2015
Amendment 3 all work	November 14, 2013	September 30, 2014
Amendment 4 all work	February 13, 2014	September 30, 2014
Amendment 5 all work	May 8, 2014	September 30, 2014
Amendment 6 all work	August 14, 2014	September 30, 2015
Amendment 7 all work	October 9, 2014	September 30, 2015
Amendment 8 all work	February 5, 2015	March 31, 2016
Amendment 9 all work	March 12, 2015	March 31, 2016
<u>Amendment 10 all work</u>	<u>June 11, 2015</u>	<u>March 31, 2016</u>

5. Payments to Engineer

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

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

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
2.B.i.1 Red River Levees – Phase 1 Design	490,000	0	490,000
2.B.i.1.o.i Landscape Architecture/Master Planning - 2nd St. Corridor from NP Ave. to 4th Ave.	35,000	0	35,000
2.B.i.1.o.ii Master Planning Services - Mickelson to the 4th St. Levee	100,000	0	100,000
2.B.i.2 Red River Levees – Phase 2 Design	2,462,000	0 602,000	3,064,000 2,462,000
2.B.i.3 Red River Levees – VES	30,000	0	30,000
2.B.i.4 4 th Street Levee Pump Station Replacement	600,000	0	600,000
2.B.i.5 Michelson Levee Extension	328,000	0	328,000
2.B.i.6 El Zagal Phase 2 Levee Design	190,000	190,000	190,000
2.B.ii Upstream Staging Area Ring Levees (Allowance)	440,000	0	440,000
2.B.ii.2.d WP-43A Design	275,000	0	275,000
2.B.ii.2.e WP-43C Design	190,000	0	190,000
2.B.ii.2.f WP-43D Design	1,162,000	0	1,162,000
2.B.ii.2.g WP-43E Design	260,000	0	260,000
2.B.ii.2.h O/H/B Ring Levee – VES	30,000	0	30,000
2.B.ii.2.h i. O/H/B Ring Levee Design Modification - 100-Year Elevation	110,000	0	110,000
2.B.iii Right of Way Surveying	57,000	0	57,000

Subtask	Current Budget (\$)	Change (\$)	Revised Budget (\$)
TOTAL	<u>6,759,000</u>6,569,000	<u>602,000</u>190,000	<u>7,361,000</u>6,759,000

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

6. Consultants:

- a. Braun Intertec Corporation
- b. Northern Technologies, Inc.
- c. Robert Trent Jones II, LLC

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference:

A. AWD-00045, REV-0, WP - 42F.1 Phase II Environmental Site Assessment (ESA), dated December 11, 2014.

B. AWD-00047, REV-0, El Zagal Phase 2 Levee Design, dated February 5, 2015.

B-C. AWD-00049, REV-0, Soil Characterization for Case Plaza for Work Package 42F.1S, dated June 11, 2015.

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

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

ENGINEER:

Houston-Moore Group, LLC

OWNER:

Fargo-Moorhead Metro Diversion Authority

Signature Date

Jeffrey J. Volk

Name

Signature Date

Darrell Vanyo

Name

President

Title

Chairman, Flood Diversion Board of Authority

Title

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

C. Gregg Thielman

Name

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Keith Berndt

Name

Sr. Project Manager

Title

Cass County Administrator

Title

925 10th Avenue East
West Fargo, ND 58078

Address

cgthielman@houstoneng.com

E-Mail Address

(701) 237-5065

Phone

Fax

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

Address

berndtk@casscountynd.gov

E-Mail Address

(701) 241-5720

Phone

(701) 297-6020

Fax

DRAFT



211 Ninth Street South, Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

May 13, 2015

Mike Day
702 Communications
702 Main Avenue
Moorhead, MN 56560

Subject: 2nd Street Flood Wall Project Quote – Cost Reimbursement Agreement

Dear Mr. Day:

Sincerely,

Thank you for providing the attached 2nd Street Flood Wall Project Quote presenting the cost for utility construction for the portion of the 2nd Street replacement North along 1st Avenue N, and then from 1st Avenue N to 3rd Avenue N in Fargo, ND, which was received by the Diversion Authority on May 4, 2015.

The Diversion Authority has reviewed the quote, and in lieu of a specific request for reimbursement for relocating the 702 Communications utilities, will consider this quote as a proposal for cost reimbursement for the described work. If there is another formal cost reimbursement agreement that we have missed, please provide it for our consideration and approval.

The Diversion Authority understands that this 2nd Street Flood Wall Project Quote is anticipated to cover all labor, materials, and commissioning necessary to put this segment of 702 Communications utility lines in service. The Diversion Authority agrees in concept that the project quote, and the described work, is required to accommodate flood protection feature construction with which these utilities were in conflict, and agrees to reimburse the total cost of \$171,826.12 for this segment of the work.

175,379.73 *AD*

The Diversion Authority has not yet been presented the breakdown of all the work required by 702 Communications to relocate the 702 Communications utilities that are in conflict with the flood protection features at 2nd Street beyond the segment described in the attached 2nd Street Flood Wall Project Quote. The Diversion Authority requests that 702 Communications provide a quote for the overall project cost for the utility replacement associated with these flood protection features at 2nd Street prior to submitting any invoice for cost

<u>City of Fargo</u>	<u>City of Moorhead</u>	<u>Cass County</u>	<u>Clay County</u>	<u>Cass County Joint Water Resource District</u>	<u>Buffalo-Red River Watershed District</u>
Tim Mahoney	Nancy Otto	Darrell Vanyo, <i>Chair</i>	Kevin Campbell	Rodger Olson	Gerald Van Amburg (ex-officio)
Melissa Sobolik		Ken Pawluk			
Mike Williams		Mike Thorstad (City of West Fargo)			

reimbursement. This request is being made so that the Diversion Authority can fully understand the total cost of utility replacement and avoid misunderstanding and dispute over future reimbursement requests.

If 702 Communications agrees with this cost reimbursement, please sign below and return this signed agreement to Mr. Bruce Spiller at the following address:

Mr. Bruce Spiller
CH2M
520 Main Avenue, Suite 601
Fargo, ND 58103

Sincerely,



DARRELL VANYO, CHAIRMAN, FLOOD DIVERSION BOARD OF AUTHORITY

5-13-15

DATE



MIKE DAY, OPERATIONS MANAGER, 702 COMMUNICATIONS

5-18-2015

DATE

DRAFT

2nd Street Flood Wall Project Quote - 2nd to 4th - Cost Reimbursement - 702

c: Mr. Keith Berndt
Mr. Bruce Spiller

Attachments:

2nd Street Flood Wall Project Quote – 702 Communications



May 14, 2015

2nd Street Flood Wall Project Quote

702 Communications portion of the duct bank project from 2nd Street N to 4th Street\$164,808.89

North along 1st Ave N, and then from 1st Ave N to 3rd Ave North. This is for the following:

Labor, Equipment, and Materials for concrete removal and replacement, backhoe trench, placement of duct bank, rodder pipes & pull mule tape, set vaults, backfill trench, pulling cable, and splicing.

702 Communications Administrative and Processing fees..... \$1,600.00

702 Communications Labor for monitoring during splicing (2 Nights)..... \$2,000.00

702's Material List: Quasite vaults and lids \$2,493.84

96 count fiber..... \$4,477.00

TOTAL..... \$175,379.73

DRAFT



211 Ninth Street South, Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

June 11, 2015

AT&T Corp.
3450 Riverwood Parkway SE
Atlanta, GA 30339
Room 162
Attention: Right of Way Dept.

AT&T Corp.
One AT&T Way
Room 3A118A
Bedminster, NJ 07921
Attention: Legal Department – Network Services

Subject: 2nd Street Flood Wall Project - Reimbursement Agreement

Dear Mr. Richardson:

Thank you for providing the attached Reimbursement Agreement for protecting, relocating and/or lowering a section of the AT&T Saint Cloud, MN to Fargo, ND Fiber Optic Cable, which will be adversely impacted by the Authority's proposed construction of a new proposed flood wall along 2nd Street, between 1st Avenue and 3rd Avenue, in Fargo, ND, which was received by the Diversion Authority on June 3, 2015.

The Diversion Authority understands that this Reimbursement Agreement is anticipated to cover all labor, materials, and commissioning necessary to mitigate the adverse impact to this segment of AT&T's Saint Cloud, MN to Fargo, ND Fiber Optic Cable anticipated to result from the Diversion Authority's project. The Diversion Authority agrees in concept that the project Reimbursement Agreement, and the described work, is required to accommodate flood protection feature construction with which this Fiber Optic Cable was in conflict, and agrees to reimburse the total cost of \$441,330.44 for this work.

If AT&T Corp. agrees with this Reimbursement Agreement, please sign the attached Reimbursement Agreement and return the signed agreement to Mr. Bruce Spiller at the following address:

CH2M
Mr. Bruce Spiller, P.E.
520 Main Avenue, Suite 601
Fargo, ND 58103

Sincerely,

Darrell Vanyo, Chairman
Flood Diversion Board of Authority

ATT-Cost Reimbursement Agreement.docx

c: Mr. Keith Berndt
Mr. Bruce Spiller

Attachment: Reimbursement Agreement

<u>City of Fargo</u>	<u>City of Moorhead</u>	<u>Cass County</u>	<u>Clay County</u>	<u>Cass County Joint Water Resource District</u>	<u>Buffalo-Red River Watershed District</u>
Tim Mahoney	Nancy Otto	Darrell Vanyo, <i>Chair</i>	Kevin Campbell	Rodger Olson	Gerald Van Amburg (ex-officio)
Melissa Sobolik		Ken Pawluk			
Mike Williams		Mike Thorstad (City of West Fargo)			

REIMBURSEMENT AGREEMENT

This AGREEMENT made this ____ day of _____, 2015, by and between AT&T Corp., on behalf of itself and its affiliated companies, which has a place of business at 3450 Riverwood Parkway, SE, Atlanta, GA 30339 (“AT&T”) and Flood Diversion Board of Authority, which has a place of business at 211 Ninth Street South, Fargo, ND 58108 (“AUTHORITY”).

WITNESSETH:

WHEREAS, AT&T is a permittee by virtue of a permit with the City of Fargo and Department of the Army Corps of Engineers to install a telecommunications cable system, including conduit, along public road right of way in Fargo, ND (the “Permitted Area”); and

WHEREAS, the Permitted Area and the AT&T buried cable that have been placed within the Permitted Area will be adversely impacted by the AUTHORITY’s proposed construction of a new proposed flood wall along 2nd Street, between 1st Avenue and 3rd Avenue, that includes the Permitted Area in Fargo, ND; and

WHEREAS, AUTHORITY will reimburse AT&T for AT&T’s cost of protecting, relocating and/or lowering a section of the **AT&T Saint Cloud, MN to Fargo, ND Fiber Optic Cable**, located within Fargo, ND (the “Cable”);

NOW THEREFORE, the parties agree as follows:

1. AT&T will provide engineering, plant protection, labor, materials, and supervision necessary to protect and lower existing Cable, as deemed necessary in AT&T’s sole judgment (the “Work”). The Work is more particularly described in attached Exhibit A. The starting date will be set by the parties so that the Work can be completed as expeditiously as practicable.
2. AUTHORITY shall pay AT&T the actual cost of the Work, which is estimated to be **Four Hundred Forty One Thousand Three Hundred Thirty and 44/100 Dollars** (\$441,330.44) as shown in the attached Exhibit B, the cost estimate summary. AUTHORITY acknowledges that the estimated cost does not include rock removal or frost removal cost if it is required, the actual cost may greatly exceed the estimated cost. Upon completion of the Work in phases, as described in Exhibit A and B, AT&T will send an invoice to AUTHORITY for the actual cost of the Work and the AUTHORITY agrees to pay AT&T within thirty (30) days from the invoice date.
3. AUTHORITY agrees to exercise all due caution while working near the Cable, in order to prevent damage to the Cable. AUTHORITY agrees:
 - (a) to notify AT&T by telephone at 1-800 252-1133 at least forty-eight (48) hours prior to performing any construction, demolition or repairs at the Cable location;

(b) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T; and

(c) not to work at the Cable location without AT&T's prior authorization and AT&T's On-Site Work Force personnel being present during the work.

4. AUTHORITY (the "Indemnifying Party") shall indemnify, defend and hold harmless AT&T (the "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors. The Indemnified Party:

4.1 shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;

4.2 shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and

4.3 shall reasonably cooperate with the defense.

5. AT&T MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT AS PROVIDED IN SECTION 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING , BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

7. AUTHORITY shall keep the Cable and other property of AT&T free from all mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.

8. Except for payment of the cost of the Work, neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

9. A party shall be in default if it fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice (fourteen (14) days in the case of AUTHORITY's failure to pay AT&T the estimated and/or actual cost of the Work); provided, however, that when such default (excluding AUTHORITY's non-payment) cannot reasonably be cured within such thirty (30) day period, this period will be extended if that party promptly commences to cure the same and prosecutes such curing with due diligence. Upon the default by a party, the other party may terminate this Agreement and pursue any legal remedies it may have under applicable law or principles of equity.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. AUTHORITY shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of AT&T; provided, however, that AUTHORITY may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of AT&T. An assignment, transfer or disposition of this Agreement by AUTHORITY shall not relieve AUTHORITY of any of its obligations under this Agreement. AT&T shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. An assignment, transfer or disposition of this Agreement by AT&T shall not relieve AT&T of any of its obligations under this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

11. Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other:

AT&T:

AT&T CORP.
3450 Riverwood Parkway SE
Atlanta, GA 30339
Room 162
Attention: Right of Way Dept.

With a copy to:

AT&T Corp.
One AT&T Way
Room 3A118A
Bedminster, NJ 07921
Attention: Legal Department – Network Services

AUTHORITY:
Flood Diversion Board of Authority
211 Ninth Street South
Fargo, ND 58108
Attn: Keith Berndt
Phone:

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested or by commercial overnight delivery service on the date of receipt thereof.

12. The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

13. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of **North Dakota** without reference to its choice of law principles.

14. Each party represents and warrants that:

- (a) It has full right and AUTHORITY to enter into, execute, deliver and perform its obligations under this Agreement;
- (b) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;

- (c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and
- (d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body.

15. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings and agreements relating to the subject matter hereof, which are of no further force or effect. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

16. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporate, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 16 and shall be entitled to enforce the obligations of this Section 16.

17. The relationship between the parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18. This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to benefit of the parties and each of their respective permitted successors and assigns.

19. No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

20. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first above set forth.

Flood Diversion Board of Authority

AT&T CORP.

Signature

Signature

Printed Name

Alvin S. Richardson

Printed Name

Title

Sr. Technical Project Manager

Title

Date

Date

TAX ID:

DRAFT

EXHIBIT A

**St Cloud to Fargo FT "A" Lightguide Cable
Second Street Floodwall
Fargo ND
December 9, 2014**

Scope of Work

Location of Work

T-139-N, R-49-W, SEC 6
CASS COUNTY, NORTH DAKOTA
CITY OF FARGO

THE WORK

The work consists of replacing existing conduit to accommodate the placement of a proposed 2nd Street Flood Wall.

Phase 1

1. AT&T **has** placed a Directional Bore for a distance of 411 feet from Sta. to Sta. AT&T placed new cable, cutover Splice and removed existing Cable.
2. This work **was done** on an emergency Basis to accommodate the schedule in the Fall 2014.

Phase II

1. AT&T will pay MVM Contracting Inc. \$270,153.26 for AT&T's share of the joint trench construction.
2. The AT&T contractor will place new cable in the Existing AT&T conduit from Sta. 107+97 to 122+60, New joint trench from 0+00 to 13+98 and existing AT&T duct from 135+12 to 146+30 for a total of 3,979 feet plus coils.

Phase III

1. Remove and Salvage existing cable after cutover from Sta. 107+97 to 122+60, New joint trench from 0+00 to 13+98 and existing AT&T duct from 135+12 to 146+30 for a total of 3,979 feet plus coils.

Note:

AT&T shall participate and work with MVM in the Joint Trench relocation for the Fargo Floodwall Project due to limitations of available space in public right of way and MVM was contracted to do this work because there are primary contractor for many other utilities in the project.

EXHIBIT B

COST ESTIMATE

Engineering & Labor AT&T

Description	Quantity	U/M	Rate	
Phase 1				
Project Engineer	0.5	Day(s)	910.00	455.00
Field Technician	5	Day(s)	910.00	4,550.00
ROW	0.5	Day(s)	910.00	455.00
Splicing Technicians	6	Day(s)	910.00	5,460.00
Splicing Supplies	1	each	6000.00	6,000.00
216 fiber cable	1000	Ln Ft	3.00	3,000.00
Phase 1 Total				19,920.00
Phase 2				
Project Engineer	0.5	Day(s)	910.00	455.00
Field Technicians	15	Day(s)	910.00	13,650.00
ROW	0.5	Day(s)	910.00	455.00
Splicing Technicians	6	Day(s)	910.00	5,460.00
Splicing Supplies	1	each	6000.00	6,000.00
216 fiber cable	6000	Ln Ft	3.00	18,000.00
Phase 2 Total				44,020.00

Total Engineering - Consultant

\$63,940.00

Total Engineering - AT&T

\$63,940.00

DRAFT

Engineering - Consultant

Phase 1

Project Engineer, Mark Thompson	2	Hour	79.00	158.00
Right of Way	2	Hour	58.00	116.00
Drafting Supervisor	20	Hour	55.00	1,100.00
Project Field Engineer	219	Hour	62.00	13,578.00
Technician (Auto CAD)	45	Hrs.	45.00	2,025.00
Per Diem	1	Actual	165.99	165.99
Mileage	2041	Mile	0.565	1,153.17
Reproduction	1	Ea.	50.00	50.00
Total Engineering - Phase 1 Actual				18,346.16

Description	Quantity	U/M	Rate	Total
Phase 2				
Project Engineer, Mark Thompson	3	Hour	79.00	237.00
Right of Way	20	Hour	58.00	1,160.00
Drafting Supervisor	15	Hour	55.00	825.00
Project Field Engineer	47	Hour	62.00	2,914.00
Inspector	90	Hour	58.00	5,220.00
Technician (Auto CAD)	30	Hrs.	45.00	1,350.00

Per Diem	15	Actual	150.00	2,250.00
Mileage	1600	Mile	0.565	904.00
Reproduction	2	Ea.	50.00	100.00
CWA Close	1	Ea.	250.00	250.00
ROW Damage reimbursement		Ea.	500.00	-

Total Engineering - Construction Phase 2 **15,210.00**

Permits

Right of Way	5	Hour	58.00	290.00
City of Fargo	1	Each	200.00	200.00
Army Corp of Engineers	0	each	5,000.00	-
Cass County	1	Each	189.84	189.84

Total Permitting Phase 2 **679.84**

Total Phase 2 **15,889.84**

Total Engineering - Preliminary and Construction	34,236.00
---	------------------

DRAFT

Construction Costs

Spec #	Description	Quantity	U/M	Rate	Total
<u>Construction Labor and Materials</u>					
<u>Phase 1</u>					
	Splicing for Phase 1	1	each	7,517.05	\$7,517.05
	4 Core Drill	1	each	1,500.00	\$1,500.00
	Install 4" GIP	200	Ln Ft	33.85	\$6,770.00
L105-2	Mobilization	1	each	\$3,500.00	\$3,500.00
I-801-18	Horizontal Shift Greater than 5 feet	411	Ln Ft	\$30.83	\$12,671.13
L801-4	Expose Pipe/Duct and/or Cable 48" to 72" Depth	2	Sq Ft	\$3,500.00	\$7,000.00
L703-10	Sidewalk Removal	1	Sq Ft	\$2,500.00	\$2,500.00
L501-2	Cable Plcement (Pull Method)	1,100	Ln Ft	\$2.00	\$2,200.00
L501-2	Remove existing cable after cutover	1,100	Ln Ft	\$1.50	\$1,650.00
1001.6	Crushed rock fill & compact	1	Cu Yd	\$1,200.00	\$1,200.00
<u>Phase 1 Total Actual</u>					\$46,508.18
<u>Phase 2</u>					
L 105-2	Mobilization	1	each	\$1,000.00	\$1,000.00
L501-2	Cable Plcement (Pull Method)	4,772	Ln Ft	\$1.00	\$4,772.00
<u>Phase 2 Total Bid</u>					\$5,772.00
<u>Phase 3</u>					
L 105-2	Mobilization	1	each	\$1,000.00	\$1,000.00
L501-2	Remove existing cable after cutover	4,721	Ln Ft	\$1.00	\$4,721.00
<u>Phase 3 Total Bid</u>					\$5,721.00

MVM Joint Trench Construction				
MVM Joint Trench Construction	1	each	\$270,153.26	\$270,153.26
MVM Joint Trench Constuction Total Quote				\$270,153.26
<hr/>				
4' x4'x 6' Split Manhole Material only	3	each	\$5,000.00	\$15,000.00
Total Construction Costs				\$343,154.44

St Cloud to Fargo FT "A"
Lightguide Cable

Second Street Floodwall
Fargo ND
May 5, 2015

Cost Summary

Engineering Consultant	\$ 34,236.00
Engineering & Labor - AT&T	\$ 63,940.00
Construction Costs	\$ 343,154.44

Project Total	\$ 441,330.44
----------------------	----------------------



211 Ninth Street South, Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

May 13, 2015

Mark Lovik
Cable One
1024 Page Drive
Fargo, ND 58103

Subject: 2nd Street Flood Wall Project Quote – Cost Reimbursement Agreement

Dear Mr. Lovik:

Sincerely,

Thank you for providing the attached 2nd Street Flood Wall Project Quote presenting the cost for utility construction for the portion of the 2nd Street replacement from 2nd Street N to 4th Street and from South Alley 1st Ave N to 4th Ave N, which was received by the Diversion Authority on May 4, 2015.

The Diversion Authority has reviewed the quote, and in lieu of a specific request for reimbursement for relocating the Cable One utilities, will consider this quote as a proposal for cost reimbursement for the described work. If there is another formal cost reimbursement agreement that we have missed, please provide it for our consideration and approval.

The Diversion Authority understands that this 2nd Street Flood Wall Project Quote is anticipated to cover all labor, materials, and commissioning necessary to put this segment of Cable One utility lines in service. The Diversion Authority agrees in concept that the project quote, and the described work, is required to accommodate flood protection feature construction with which these utilities were in conflict, and agrees to reimburse the total cost of \$148,511.37 for this segment of the work.

The Diversion Authority has not yet been presented the breakdown of all the work required by Cable One to relocate the Cable One utilities that are in conflict with the flood protection features at 2nd Street beyond the segment described in the attached 2nd Street Flood Wall Project Quote. The Diversion Authority requests that Cable One provide a quote for the overall project cost for the utility replacement associated with these flood protection features at 2nd Street prior to submitting any invoice for cost reimbursement. This request is being

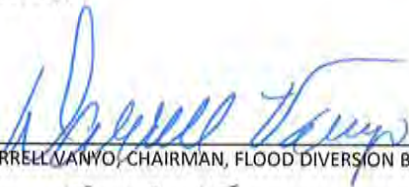
<u>City of Fargo</u>	<u>City of Moorhead</u>	<u>Cass County</u>	<u>Clay County</u>	<u>Cass County Joint Water Resource District</u>	<u>Buffalo-Red River Watershed District</u>
Tim Mahoney	Nancy Otto	Darrell Vanyo, <i>Chair</i>	Kevin Campbell	Rodger Olson	Gerald Van Amburg (<i>ex-officio</i>)
Melissa Sobolik		Ken Pawluk			
Mike Williams		Mike Thorstad (City of West Fargo)			

made so that the Diversion Authority can fully understand the total cost of utility replacement and avoid misunderstanding and dispute over future reimbursement requests.

If Cable One agrees with this cost reimbursement, please sign below and return this signed agreement to Mr. Bruce Spiller at the following address:

Mr. Bruce Spiller
CH2M
520 Main Avenue, Suite 601
Fargo, ND 58103

Sincerely,



DARRELL VANWO, CHAIRMAN, FLOOD DIVERSION BOARD OF AUTHORITY

5-13-15

DATE



MARK LOVIK, CONSTRUCTION COORDINATOR, CABLE ONE

5-15-15

DATE

2nd Street Flood Wall Project Quote - 2nd to 4th - Cost Reimbursement - CableOne

c: Mr. Keith Berndt
Mr. Bruce Spiller

Attachments:

2nd Street Flood Wall Project Quote – Cable One

DRAFT



1024 PAGE DRIVE
FARGO, ND 58103
PH:701•280•0033
FX:701•461•7005
www.cableone.net

May 4, 2015

2nd Street Flood Wall Project Quote

**Cable One's portion of the duct bank project from 2nd Street N to 4th Street
From South Alley 1st Ave N to 4th Ave N** **\$145,051.37**

Cable One's Processing Administrative and Processing Fees **\$ 900.00**

Material List:

2 Vaults and Lids **\$ 1,200.00**

36 Count Fiber **\$ 450.00**

875 JCA Coax Cable **\$ 910.00**

TOTAL: \$148,511.37

Quote



3350 35th Ave S
 Fargo, ND 58104
 Phone: (701) 205-1330
 Fax: (701) 205-1338
 www.mvmcontracting.com

Date	Estimate #
5/1/2015	Duct Bank

Name / Address
Cable One 1024 Page Dr Fargo, ND 58103

P.O. No.	Due Date	Project
Mark	6/1/2015	

Qty	Item	Description	Cost	Total
1	Backhoe	Labor, Equipment, and Material for Concrete R&R, backhoe trench, placement of duct bank, rodder pipes & pull mull tape, set vaults, backfill trench, pulling cables, and terminating cables. Duct Bank Project	145,051.37	145,051.37
Total				\$145,051.37

This is a quotation on the goods named, subject to the considerations noted below:
 Items that are not specifically noted in this agreement have not been quoted. Any items not quoted that are added to the project are considered additions and will be billed as extras to the project. The stated price will be valid for thirty days. Thank you for the opportunity to bid this project. If you have any questions please contact Brent Pescion. To accept this quotation, sign, date and return. _____

We look forward to working with you!



211 Ninth Street South, Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

June 11, 2015

Mr. Ross Branstner
Enventis Telcom Inc.
3312 42nd Street S
Suite 100
Fargo, ND 58104

Subject: 2nd Street Flood Wall Project - Payment Agreement

Dear Mr. Branstner:

Thank you for providing the attached 2nd Street Flood Wall Project Payment Agreement presenting the cost for utility construction for the portion of the WP-42 In-Town Levees - 2nd Street/Downtown Area in Fargo, ND, which was received by the Diversion Authority on May 11, 2015.

The Diversion Authority understands that this 2nd Street Flood Wall Project Payment Agreement is anticipated to cover all labor, materials, and commissioning necessary to put this segment of Enventis Telcom Inc.'s utility lines in service. The Diversion Authority agrees in concept that the project Payment Agreement, and the described work, is required to accommodate flood protection feature construction with which these utilities were in conflict, and agrees to reimburse the total cost of \$1,324,403 for this segment of the work.

If Enventis Telcom Inc. agrees with this Payment Agreement, please sign the attached Payment Agreement and return this signed agreement to Mr. Bruce Spiller at the following address:

CH2M
Mr. Bruce Spiller, P.E.
520 Main Avenue, Suite 601
Fargo, ND 58103

Sincerely,

Darrell Vanyo, Chairman
Flood Diversion Board of Authority

Enventis-Payment Agreement.docx

c: Mr. Keith Berndt
Mr. Bruce Spiller

Attachment: Payment Agreement

<u>City of Fargo</u>	<u>City of Moorhead</u>	<u>Cass County</u>	<u>Clay County</u>	<u>Cass County Joint Water Resource District</u>	<u>Buffalo-Red River Watershed District</u>
Tim Mahoney	Nancy Otto	Darrell Vanyo, <i>Chair</i>	Kevin Campbell	Rodger Olson	Gerald Van Amburg (ex-officio)
Melissa Sobolik		Ken Pawluk			
Mike Williams		Mike Thorstad (City of West Fargo)			

PAYMENT AGREEMENT

This Payment Agreement (the "Agreement") is entered into by and between Eventis Telcom Inc. a Consolidated Communication Company, ("Eventis"), with its principle place of business at 221 East Hickory Street, Mankato, MN 56002 and FM Area Diversion Authority ("Diversion Authority"), with its principle place of business at Box 2806, 211 Ninth Street South, Fargo, ND 58108.

WHEREAS, Eventis operates facility based telecommunications services and provides services to customers in the greater Fargo area.

WHEREAS, Eventis has lawfully placed certain facilities including fiber optic cable within City of Fargo Right of Way.

WHEREAS, Diversion Authority now desires for Eventis to relocate facilities to accommodate its plan for construction of lift station and flood wall infrastructure known as **Project WP42D**

WHEREAS, Diversion Authority has provided project plans to Eventis and Eventis has determined costs for relocations based on those plans.

NOW THEREFORE, in consideration of the mutual promises as set forth in this Agreement and for other good and valuable consideration, the Parties hereby as follows:

1. **Eventis** agrees to relocate its cables within the construction zone so that construction activity for the Diversion Authority project, as outlined in its plans, will not have to work around operational cable facilities. Because of the late start of this project it has been determined that Eventis will not be impacted until the summer of 2016. Eventis will complete relocation or replacement of cable by April 1st 2016.

2. **Diversion Authority** will compensate Eventis for work to relocate its facilities out of the area of conflict. Based on the plans provided, Eventis has made a good faith estimate of these costs to be \$1,324,403. Diversion Authority agrees to pay 100% of the relocation costs and make payment to Eventis on a monthly basis at minimum or as often as possible.

3. **Changes.** In the event of changes in the Diversion Authority project or other unforeseen events that may cause Enventis to incur additional costs, Enventis shall notify in writing to the Diversion Authority of the additional cost and reserves the right to submit additional costs to the City for payment.

4. **Authorization.** The Parties and their undersigned representatives hereby represent and warrant that they are authorized to bind the entities on whose behalf they enter into this Settlement Agreement.

5. **Effective Date.** This Agreement shall be effective on the date it has been executed by all Parties.

6. **Electronic Signatures and Counterparts.** The Parties agree that signatures contained in an electronic or faxed copy of this Settlement Agreement shall be sufficient to bind the Parties and shall have the same effect as an original, ink-signed signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7. **Interpretation and Drafting.** This Agreement shall also be construed as a whole according to its fair meaning. The Parties agree that this Agreement shall not be construed in favor of or against either party.

8. **Entire Agreement and No Representations.** The Parties agree that this Agreement constitutes the entire agreement between Enventis and the City of Fargo. Each party acknowledges that the other party and its attorneys have made no representations or promises other than those in this Agreement and each party specifically disclaims any representations or promises except to the extent that they are contained in this Agreement.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of North Dakota.

Signature page follows.

Each Party's signature below represents that it has read and understood, and accepts the terms and conditions of this agreement.

Date: _____, 2015

By: _____

(printed name)

Title: _____

Eventis Telcom Inc.

A Consolidated Communication Company

Date: _____, 2015

By: _____

(printed name)

Title: _____

DRAFT



211 Ninth Street South, Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

June 11, 2015

Xcel Energy
2302 Great Northern Drive
Fargo, ND 58102

Attn: Travis Lill, Designer

Subject: 2nd Street Flood Wall Project – Reimbursement Agreement

Dear Mr. Lill:

Thank you for providing the attached 2nd Street Flood Wall Project statement of work presenting the cost to convert Xcel's overhead feeders along 2nd St N in Fargo to underground for the upcoming installation of a flood wall/levee system and road realignment along 2nd St N in Fargo, ND, which was received by the Diversion Authority on June 4, 2015.

The Diversion Authority understands that this 2nd Street Flood Wall Project statement of work is anticipated to cover all labor, materials, and commissioning necessary to convert Xcel's overhead feeders along 2nd St N in Fargo to underground and to include the actions necessary to mitigate the conflict between the current overhead feeder and the construction activities and resulting final flood wall/levee system features. The Diversion Authority agrees that the project statement of work, and the described work, is required to accommodate flood protection feature construction with which these utilities were in conflict, and agrees to reimburse the total cost of \$700,000 for this work.

Excel Energy's signed statement of work, along with the Diversion Authority's approval and signature, is being returned to your office.

Sincerely,

Darrell Vanyo, Chairman
Flood Diversion Board of Authority

c: Mr. Keith Berndt
Mr. Bruce Spiller

Xcel-Energy Cost Reimbursement Agreement 700000.docx

Attachments: Statement of Work, dated June 4, 2015.

<u>City of Fargo</u>	<u>City of Moorhead</u>	<u>Cass County</u>	<u>Clay County</u>	<u>Cass County Joint Water Resource District</u>	<u>Buffalo-Red River Watershed District</u>
Tim Mahoney	Nancy Otto	Darrell Vanyo, <i>Chair</i>	Kevin Campbell	Rodger Olson	Gerald Van Amburg (ex-officio)
Melissa Sobolik		Ken Pawluk			
Mike Williams		Mike Thorstad (City of West Fargo)			



STATEMENT OF WORK REQUESTED

DATE: June 4th 2015
 WORK REQUESTED BY: FLOOD DIVERSION BOARD OF AUTHORITY
 WORK LOCATION: 2ND ST N FARGO
 ADDRESS: BOX 2806 211 NINTH STREET SOUTH
FARGO, ND 58108

CONSISTING OF:

- The installation/removal of a manhole from 1st Ave N to private property within an easement in the SW corner of 1st Ave N & 2nd St.
- The removal of the overhead feeders on the east side of 2nd St to be replaced with underground feeder cable.
- The installation of new underground feeder cable in the easement of the west side of 2nd St.
- The installation of three padmounted switch centers in various locations to be located within easements.
- Installation of primary distribution cable and a padmount transformer to serve the new lift station along 2nd street.
- Installation of a temporary overhead feeder line across the Red River to facilitate the removal of a Xcel manhole located within 1st Ave N.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay

(\$ 700000.00)

in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by Travis Lill

Northern States Power Company, Customer
 a Minnesota corporation ("Xcel Energy")

Brad Sylliaasen
 Print Full Name and Title

Print Full Name and Title (if applicable)

Signature

Signature

FOR XCEL ENERGY USE

Xcel Energy Representative _____ Xcel Energy Work Order # _____

Construction \$ 700000.00 Removal \$ _____ Total \$ 700000.00



211 Ninth Street South, Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

June 11, 2015

Xcel Energy
2302 Great Northern Drive
Fargo, ND 58102

Attn: Travis Lill, Designer

Subject: 2nd Street Flood Wall Project - Reimbursement Agreement

Dear Mr. Lill:

Thank you for providing the attached 2nd Street Flood Wall Project statement of work presenting the cost to temporarily relocate the three phase primary cable that is in conflict with the sanitary sewer and floodwall installation. This cable currently serves the Fargo High Rise at 101 2nd Street South in Fargo, ND, which was received by the Diversion Authority on May 8, 2015.

The Diversion Authority understands that this 2nd Street Flood Wall Project statement of work is anticipated to cover all labor, materials, and commissioning necessary to temporarily relocate the three phase primary cable that is in conflict with the sanitary sewer and floodwall installation and to include the actions necessary to mitigate the conflict between the current three phase primary cable and the construction activities and resulting final flood wall/levee system features. The Diversion Authority agrees that the statement of work, and the described work, is required to accommodate flood protection feature construction with which these utilities were in conflict, and agrees to reimburse the total cost of \$53,641.97 for this work.

If Xcel Energy agrees with this cost reimbursement, please sign the attached Reimbursement Agreement and return this signed agreement to Mr. Bruce Spiller at the following address:

CH2M
Mr. Bruce Spiller, P.E.
520 Main Avenue, Suite 601
Fargo, ND 58103

Sincerely,

Darrell Vanyo, Chairman
Flood Diversion Board of Authority

Xcel-Energy Cost Reimbursement Agreement 53641.97.docx

c: Mr. Keith Berndt
Mr. Bruce Spiller

Attachments: Xcel Energy, Statement of Work, dated May 8, 2015.

<u>City of Fargo</u>	<u>City of Moorhead</u>	<u>Cass County</u>	<u>Clay County</u>	<u>Cass County Joint Water Resource District</u>	<u>Buffalo-Red River Watershed District</u>
Tim Mahoney	Nancy Otto	Darrell Vanyo, <i>Chair</i>	Kevin Campbell	Rodger Olson	Gerald Van Amburg (ex-officio)
Melissa Sobolik		Ken Pawluk			
Mike Williams		Mike Thorstad (City of West Fargo)			



STATEMENT OF WORK REQUESTED

DATE: May 8th 2015
WORK REQUESTED BY: FM Diversion Authority
WORK LOCATION: 2nd St S Floodwall
ADDRESS:

CONSISTING OF:

Xcel Energy will temporarily relocate the three phase primary cable that is in conflict with the sanitary sewer and floodwall installation. This cable serves the Fargo High-rise at 101 2nd St S Fargo. Once installation of the sewer and floodwall is complete we will replace the three phase cable from transformer N to transformer P in the original location to eliminate all of the splices we needed to install. As part of this project we will also abandon three phase primary and remove transformer Z at 100 2nd St S Fargo. The total cost of all of the work required to complete this project is \$53,641.97. Xcel Energy will need a signed agreement before work begins. Payment is also due before work begins.

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay (\$ 53641.97

in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by TRAVIS LILL

Northern States Power Company, a Minnesota corporation ("Xcel Energy")

Customer

BRAD SYLLIAASEN
Print Full Name and Title

Darrell Vanep, Chair, Fm Diversion Authority
Print Full Name and Title (if applicable)

Signature

Darrell Vanep
Signature

FOR XCEL ENERGY USE

Xcel Energy Representative Xcel Energy Work Order #

Construction \$ 53641.97 Removal \$ Total \$ 53641.97

Public Outreach Committee Report For Diversion Authority – June 11, 2015

- Community Outreach
 - The Outreach Team continues to engage with local civic groups, trade associations, and entities of the Diversion Authority.
 - Chairman Vanyo spoke to a Kiwanis Group last month.
 - The Corps of Engineers met with the Moorhead City Council last month.
 - The Outreach Team has also been working closely with area organizations that have flood protection as a top priority to provide information on the project and its funding needs as those organizations speak with federal and state elected representatives.
- Mitigation Outreach Efforts
 - The Outreach Team works closely with the Corps of Engineers and the local technical team to relay accurate information regarding the latest on the multiple mitigation efforts underway.
 - Cemeteries – The Corps released its cemetery mitigation report and it has been mailed out to area cemeteries and has been posted on fmdiversion.com. The Outreach Team will also be part of the Diversion Authority's continued mitigation efforts as it forms a subcommittee to consider further mitigation steps.
 - OHB Ring Levee – The halting of \$10 million worth of construction on the ring levee and the uncertainty around the housing relocations in Oxbow has created additional outreach needs for those homeowners and businesses impacted.
 - The Outreach Team took part in a tour with Mayor Mahoney and Mayor Williams along with Senator Franken's office of the mitigation underway in and around Oxbow.
- E-Newsletter and FMDiversion.com
 - FMDiversion.com continues to be the central hub of information and has seen increased use in 2015. In addition to the comments and questions that come in through the website, the Outreach Team has been working with all six entities to help respond to numerous questions that come in.
 - The E-Newsletter is seeing a strong response from readership. The open and read rates are much stronger than the industry average.

Land Management Summary

June 11, 2015

Acquisitions Completed Through May 31, 2015

Property Type	Complete	
	Properties	Acreage
Single-Family Residential	17	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 May 31, 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	15	\$106,700	\$22,202	\$40,038	\$44,460

Other News for month of May:

- 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, the appraisals in the final 4 homes are awaiting final review.
- Received approval from USACE on eleven (11) OHB vacant lot appraisals this month and one (1) In-town residential appraisal.
- Several appraisals are awaiting review by USACE, including:
 - ProSource has four (4) appraisals with USACE for review.
 - Ulteig has three (3) appraisals with USACE for review.
 - HMG has five (5) appraisals with USACE for review.
- Relocations from Park East continue to move forward. At present, approximately 83% of the tenants have vacated or have secured plans to vacate.
- Park East property acquisition has been moved to mid-June, residents will still have until July 15th to vacate.
- CCJWRD took ownership of two (2) properties through real estate closings.

Land Management Summary

June 11, 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
5059 Makenzie Cir, Horace (owner of 3 other parcels)	2150, 9669	Residential	Closed	ProSource/Hraba	
1318 Elm Street, Fargo	9200	Residential	Closed	HMG/Britton	
Easement – Professional Associates LLC	9213	Commercial	Closed	HMG/Britton	
Agricultural property 49.5ac – S13, T137, R49	1931, 1936	Agricultural	Purchase Agreement Signed	Ulteig/Bock	
749 Riverbend Road	9511	Residential	Purchase Agreement Signed	ProSource/McKinzie	
748 Riverbend Rd	9591	Residential	Purchase Agreement Signed	ProSource/Hraba	July, 2015
752 Riverbend Road	9592	Residential	Purchase Agreement Signed	ProSource/Hraba	July, 2015
334 Schnell Drive	9645	Residential	Purchase Agreement Signed	ProSource/Hraba	December, 2015
350 Schnell Drive	9649	Residential	Purchase Agreement Signed	ProSource/Hraba	August, 2015
349 Schnell Drive	9664	Residential	Purchase Agreement Signed	ProSource/Hraba	June, 2015
353 Schnell Drive	9665	Residential	Purchase Agreement Signed	ProSource/Hraba	July, 2015
357 Schnell Drive	9666	Residential	Purchase Agreement Signed	ProSource/Hraba	June, 2015
361 Schnell Drive	9667	Residential	Purchase Agreement Signed	ProSource/Hraba	July, 2015
Park East Apartments, LLC	9782	Commercial	Purchase Agreement Signed	HMG/Britton	June 15, 2015
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	
Agricultural property 140ac – S23, T137, R49; S24, T137, R49	1979, 1987	Agricultural	In Negotiation	Ulteig/Bock	
16678 3 rd St S	1802	Residential	In Negotiation	HMG/Britton	
5302 174 ½ Ave SE	1898	Residential	In Negotiation	HMG/Britton	

Land Management Summary

June 11, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est.Closing Date
1314 Elm St N	9125	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	
872 Riverbend Road	9607	Vacant Lot	In Negotiation	ProSource /Bock	
869 Riverbend Road	9608	Vacant Lot	In Negotiation	ProSource /Bock	
873 Riverbend Road	9609	Vacant Lot	In Negotiation	ProSource /Bock	
477 Oxbow Drive	9614	Vacant Lot	In Negotiation	ProSource /Bock	
473 Oxbow Drive	9615	Vacant Lot	In Negotiation	ProSource /Bock	
469 Oxbow Drive	9616	Vacant Lot	In Negotiation	ProSource /Bock	
465 Oxbow Drive	9617	Vacant Lot	In Negotiation	ProSource /Bock	
461 Oxbow Drive	9618	Vacant Lot	In Negotiation	ProSource /Bock	
457 Oxbow Drive	9619	Vacant Lot	In Negotiation	ProSource /Bock	
455 Oxbow Drive	9620	Vacant Lot	In Negotiation	ProSource /Bock	
425 Oxbow Drive	9628	Vacant Lot	In Negotiation	ProSource /Bock	
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	

Land Management Summary

June 11, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
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	
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	
5059 Makenzie Cir, Horace	9672	Residential	In Negotiation	ProSource/Hraba	
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	
1313 Elm St N	9126	Residential	Appraisal in Review	HMG/Britton	
16 North Terrace	9167	Residential	Appraisal in Review	HMG/Britton	
24 North Terrace	9195	Residential	Appraisal in Review	HMG/Britton	
26 North Terrace	9196	Residential	Appraisal in Review	HMG/Britton	
Mid America Steel	9215, 9216, 9217, 9218, 9783	Commercial	Appraisal in Review	HMG/Britton	
843 Riverbend Road	9502	Residential	Appraisal in Review	ProSource/McKinzie	

Land Management Summary

June 11, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser	Est. Closing Date
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	

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
12 North Terrace	9168	Residential	Appraisal in Review	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
Northland Hospitality, LLC	9785	Commercial	Appraisal Initiated	HMG/Britton
5017 171 Ave SE	1953	Residential	Appraisal Assigned	Ulteig/Bock
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

Land Management Summary

June 11, 2015

Street Address	USACE Orig ID No.	Type	Activity ¹	Land Acq Firm/ Appraiser
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.

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015, by the Fargo Moorhead Metro Flood Diversion Authority (the "Authority"), and the Cass County Joint Water Resource District, a North Dakota political subdivision (the "District").

RECITALS

A. Cass County, North Dakota; Clay County, Minnesota; the City of Fargo, North Dakota; the City of Moorhead, Minnesota; the District; and the Buffalo Red River Watershed District entered into a LIMITED JOINT POWERS AGREEMENT in 2011; a FIRST AMENDMENT TO LIMITED JOINT POWERS AGREEMENT in 2012; and a SECOND AMENDMENT TO LIMITED JOINT POWERS AGREEMENT in 2013 (the agreement and amendments are, collectively, the "Limited JPA").

B. Among other items addressed, the Limited JPA created the Diversion Authority; identified the Authority's powers and authorities; authorized the Authority to delegate tasks to member entities; and provided indemnity protection for its member entities.

C. For purposes of developing and proceeding with the FARGO-MOORHEAD METROPOLITAN AREA FLOOD RISK MANAGEMENT PROJECT (the "FM Project"), and for purposes of developing and constructing the Oxbow, Hickson, and Bakke levee project (the "OHB Levee Project"), the Diversion Authority directed the District to obtain the requisite Rights of Entry as necessary to develop the FM Project and the OHB Levee Project; to acquire, manage, and maintain right of way for the FM Project and the OHB Levee Project; to construct the OHB Levee Project; and other tasks related to development of the FM Project and development and construction of the OHB Levee Project.

D. The Diversion Authority and the District wish to enter into this Agreement to clarify and provide the specific indemnity protection for the District regarding the District's tasks delegated by the Diversion Authority regarding the FM Project and the OHB Levee Project.

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

AGREEMENT

1. **Intent.** The Diversion Authority directed and delegated authority to the District to obtain the requisite Rights of Entry as necessary to develop the FM Project and the OHB Levee Project; to acquire, manage, and maintain the requisite right of way for the FM Project and the OHB Levee Project; to construct the OHB Levee Project; other tasks related to development of the FM Project and development and construction of the OHB Levee Project; and the Diversion Authority may direct the District to perform other tasks in the future regarding either the FM Project or the OHB Levee Project (collectively, the "District Tasks"). The parties understand and recognize the District's performance of the District Tasks could result in liability exposure to

Agreement
Fargo Moorhead Metro Flood Diversion Authority
Cass County Joint Water Resource District

Page 2

the District. The parties wish to clarify the indemnity protection afforded the District under the Limited JPA.

2. **Reimbursement.** With regard to indemnity of its member entities, the Limited JPA provides, in relevant part:

. . . The Diversion Authority shall fully defend, indemnify and hold harmless the parties to this Agreement against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Diversion Authority, or the employees or the agents of the Diversion Authority. The Diversion Authority's agreement to indemnify and hold harmless does not constitute a waiver by any party to this Agreement of limitations on liability provided under relevant liability limitation statutes. . . .

The parties agree the District's performance of the District Tasks qualifies as "action of . . . agents of the Diversion Authority" and, as a result, the Diversion Authority will indemnify the District regarding "all claims, losses, liability, suits, judgments, costs and expenses" regarding or arising out of the District Tasks, not subject to the statutory limits of liability contained in state law.

3. **Assignment.** Neither party may transfer or assign this Agreement, or any rights or obligations under the Agreement, without the express written consent of the other party.

4. **Amendments.** Any modifications or amendments to this Agreement must be in writing and signed by all parties.

5. **Interpretation.** This First Amendment will be construed as if it had been prepared by all parties.

(Signatures appear on the following pages.)

*Agreement
Fargo Moorhead Metro Flood Diversion Authority
Cass County Joint Water Resource District*

Page 3

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

CASS COUNTY JOINT WATER
RESOURCE DISTRICT

By: Mark Brodshaug
Mark Brodshaug, Chair


ATTEST:

Carol Harbeke Lewis

Carol Harbeke Lewis
Secretary-Treasurer



**TO: FMDA FINANCE COMMITTEE
FM DIVERSION AUTHORITY**

FROM: KENT COSTIN, DIRECTOR OF FINANCE 

RE: US BANK LOAN ADVANCE REQUEST APPROVAL

DATE: JUNE 9, 2015

The City of Fargo recently closed on the second round of financing with US Bank in the amount of \$50,000,000 to provide funds needed for the 2015 project budget.

The Finance Committee is requesting that a loan advance of \$15 million be approved to help fund upcoming property acquisitions. The Park East apartment complex will be closing soon as that will consume approximately \$9 million.

The intergovernmental agreement currently in effect requires the approval of the FMDA Finance Committee and the Diversion Authority.

Suggested Motion:

Approve a loan advance from US Bank in the amount of \$15 million.

Finance Committee Bills for June 2015

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Fredrickson & Byron, P.A.	Government Relations flat fee	\$ 3,000.00
Erik R. Johnson & Associates, Ltd	Metro Flood Project - LEERDS	\$ 7,089.40
Erik R. Johnson & Associates, Ltd	Metro Flood Project - General	\$ 9,052.30
Cass County Joint Water Resource District	Reimburse Diversion bills	\$ 5,726,089.80
Erik R. Johnson & Associates, Ltd	Metro Flood Project - LEERDS	\$ 5,634.55
Erik R. Johnson & Associates, Ltd	Metro Flood Project - General	\$ 11,261.08
Total Bills Received in May		<u>\$ 5,762,127.13</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: 1315555
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: May 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.

INVOICE DETAIL

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

Invoice: 1315555
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: May 6, 2015

Government Relations flat fee payment 6 of 7.

Total For 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.

Communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to Fredrikson & Byron, PA, Attn: Credit Department, 200 South Sixth Street, Suite 4000, Minneapolis, MN 55402

main 612.492.7000
fax 612.492.7077
www.fredlaw.com
Tax ID No. 41-0971937

Fredrikson & Byron, P.A.
Attorneys & Advisors
P.O. Box 1484
Minneapolis, Minnesota
55480-1484

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 #

2260-

Invoice

City of Fargo -- Auditor's Office

Attn: Kent Costin

200 North 3rd Street

Fargo, ND 58102

Date

4/25/2015

Description	Qty	Rate	Amount
Metro Flood Project -- LEERDS: Erik Johnson-Mar 26 thru April 25, 2015-itemization enclosed	6.9	204.00	1,407.60
Nancy J. Morris-Mar 26 thru April 25, 2015-itemization enclosed	31.6	178.50	5,640.60
03/06/2015 ND Telephone Company ~ 6 Ports	1	41.20	41.20
<i>790-7930-429. 33-25</i> <i>J00103</i>			
<i>We appreciate your business.</i>			TOTAL: \$7,089.40

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
E	3/31/2015	Conf with Michael Gjesdahl re Kesselring matter	1
E	4/2/2015	Email to David Hauff	0.1
E	4/10/2015	Staff meeting re: appraisals on Riverfront properties and telephone conference with Spiller re: Oxbow Country Club	1
E	4/14/2015	Conference with Spiller re: city of Oxbow MOU	1.4
E	4/16/2015	Conference call with Albrecht	0.7
E	4/20/2015	Oxbow MOU and SWC reimbursement	1.5
E	4/24/2015	Draft memo re: SWC cost participation and Oxbow MOU	1.2
Total Time - ERJ			6.9
Hourly Rate \$			204.00
Total Fees - ERJ \$			1407.60
N	3/30/2015	Correspondence re: Professional Building & data book appraisal; Correspondence re: flowage easements	1.5
N	3/31/2015	Phone call w/ Chris McShane re: Professional Building	0.6
N	4/1/2015	Phone call w/ Aaron Nelson re: zoning & house moving question	0.5
N	4/2/2015	Phone call w/ Ole Olafson & review of correspondence; Meeting w/ Erik re: move	1.5
N	4/6/2015	Conference call; Conference call	2.3
N	4/7/2015	HoJo FPS correspondence re: acquisition; Review draft agreement for purchase of flood buyout properties; correspond re: edits & research	2.2
N	4/8/2015	House moving correspondence; Park District easements	2
N	4/9/2015	Land Management meeting	2
N	4/10/2015	HoJo Discussion; Review acquisition policy on house moving	2.1
N	4/13/2015	Correspondence re: City of Fargo acquisitions w/ S. Bondly & status review	0.5
N	4/14/2015	Review house moving requirements & correspond w/ Luke Andrud	0.8
N	4/15/2015	Correspondence re: Orton Brodshaug & Phone call w/ Ole re: status of offers; Correspondence re: status of Sidestreet offer	1.4
N	4/16/2015	Correspondence re: HoJo meeting; Phone call w/ John Albrecht re: reimbursement & re-establishment costs; Assessment challenge & review of docs/response	2.1
N	4/17/2015	HoJo meeting; Correspondence re: house moving & phone call w/ Luke Andrud & Nathan; Meeting w/ Erik re: HoJo	3.2
N	4/20/2015	Park District easements; Review & revise correspondence, conference call; Review FPS materials & contact client; Review correspondence re: eminent domain status & negotiations, timing, etc.	2.9
N	4/21/2015	Review correspondence re: Professional Building appraisal & offer; review appraisal & offer term	1
N	4/22/2015	Review docs & correspond; Review correspondence re: HoJo, house moving & Professional Building	2.5

April 25, 2015

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
N	4/23/2015	HoJo correspondence	0.5
N	4/24/2015	Schools, HoJo & Professional Building correspondence phone call w/ Chris McShane	2
Total Time			31.60
Hourly Rate \$			178.50
Total Fees - NJM \$			5640.60

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 #
2261-

Invoice

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

Date	4/25/2015
------	-----------

Description	Qty	Rate	Amount
Metro Flood Project -- GENERAL: Erik Johnson-Mar 26 thru April 25, 2015-itemization enclosed	31.2	204.00	6,364.80
Nancy J. Morris-Mar 26 thru April 25, 2015-itemization enclosed	14.6	178.50	2,606.10
03/20/2015 ND Telephone Conference Call ~ 4 Ports	1	33.40	33.40
04/22/2015 Radisson ~ Meeting w/ Ernst & Young, PZ, ERJ and Keith B	1	48.00	48.00
<p>790-7910-429-33-25</p> <p>U00102</p>			
<i>We appreciate your business.</i>			TOTAL: \$9,052.30

April 25, 2015

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

Atty	DATE	DESCRIPTION	TIME
E	3/31/2015	Conf with VanAmburg	0.4
E	4/2/2015	Comm re Oxbow matter	0.3
E	3/26/2015	Attend motion hearing with Judge Tunheim; post hearing conference at Dorsey	4.5
E	3/26/2015	Travel to Minneapolis for meeting and return to Fargo	5.5
E	3/27/2015	Telephone conference with Matt Sagsveen and communication others re: hearing	0.8
E	3/29/2015	Communication w Dorsey	0.2
E	4/2/2015	Receive and review submission from Von Korff post-hearing; prep for	1.9
E	4/8/2015	Lawsuit conference	1
E	4/9/2015	Telephone conference with Paul Tietz to prepare comments to EY agreement	1.2
E	4/9/2015	Attend meeting	1.5
E	4/10/2015	Telephone conference with Darrell Vanyo re: Thursday meeting	0.4
E	4/13/2015	Email - Rousakis	0.2
E	4/13/2015	Telephone conference with Cattanach	0.3
E	4/16/2015	Administrative Advisory meeting	1
E	4/16/2015	Emails and telephone call with Drysdale	0.5
E	4/17/2015	Email with Cattanach and call with Cattanach	0.5
E	4/20/2015	Conference call with Ernst and Young	1
E	4/20/2015	Telephone call with Rocky	0.3
E	4/22/2015	Conference with Rousakis, Pat Zavoral and Keith Berndt	1.2
E	4/22/2015	Review email, Moorhead letter; attend preparation meeting for meeting with Corps	4
E	4/23/2015	Attend meeting re: Corps visit and follow up with Nancy and Paul Tietz	4.5
Total Time - ERJ			31.20
Hourly Rate - ERJ \$			204.00
Total Fees - ERJ \$			6364.80
N	4/2/2015	Administrative Advisory meeting & meeting w/ Eric Dodds	2
N	4/9/2015	DA meeting	2.5
N	4/16/2015	Administrative Advisory meeting	1.6
N	4/20/2015	Review assessment district docs & correspond w/ Sean Frederiks and Jonathan Garass	1
N	4/21/2015	SWC memo to file & correspond	1
N	4/22/2015	Conference; Review correspondence & docs & correspond	4
N	4/23/2015	Conference	2.5
Total Time - NJM			14.60

April 25, 2015

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

Atty	DATE	DESCRIPTION	TIME
		Hourly Rate - NJM \$	178.50
		Total Fees - NJM \$	2606.10



May 21, 2015

Cass County
Joint Water
Resource
District

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

Ken Lougheed
Manager
Gardner, 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 \$5,726,089.80 regarding the above referenced projects. The breakdown is as follows:

Access issues	\$683,157.17
In-Town Levee Project	1,333,161.41
DPAC	101,039.21
Oxbow-Hickson-Bakke Ring Levee	3,019,015.69
Oxbow Golf and Country Club	589,716.32

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

Enclosures

701-298-2381
FAX 701-298-2397
wrld@casscountynnd.gov
casscountynnd.gov

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
3/26/2015	3/13/2015			2,083.34	Landon Braun	Rental assistance and moving costs
3/26/2015	3/13/2015			2,083.33	Tyler Braun	Rental assistance and moving costs
3/26/2015	3/13/2015			2,083.33	Michael Luick	Rental assistance and moving costs
3/26/2015	3/4/2015			4,704.00	Lenore Reberg	Rental assistance and moving costs
3/26/2015	3/9/2015			9,024.26	Jo Grondahl	moving costs
3/26/2015	3/18/2015			375.00	Barbara Sidler	moving costs
3/26/2015	3/12/2015			2,699.50	A to Z Moving	moving costs
3/26/2015	3/16/2015			4,990.00	Timmy Fort	Rental assistance and moving costs
3/26/2015	3/16/2015			1,190.00	Shari Dobrin	moving costs
3/26/2015	3/18/2015			2,247.00	Shari Dobrin	rental assistance
3/26/2015	3/10/2015			6,720.00	Cheryl Gaetzke	Rental assistance and moving costs
3/26/2015	3/6/2015			6,055.00	Benjamin Young	Rental assistance and moving costs
3/26/2015	3/9/2015			8,140.00	Kelsey Jensen	Rental assistance and moving costs
3/26/2015	3/10/2015			1,190.00	Cory Cwiak and Niloufar Alenjery	moving costs
3/26/2015	3/11/2015			2,590.00	Khristopher Johnson	Rental assistance and moving costs
3/26/2015	3/6/2015			19,403.96	Bill Isaacson	Rental assistance and moving costs
3/26/2015	3/16/2015			10,450.26	Dave Miller	moving costs and rental assistance
4/2/2015	4/2/2015			129,752.29	The Title Company	Purchase - George & Heidi Fisher
4/9/2015	3/9/2015			9,928.38	Persys Piersall	Rental assistance
4/9/2015	3/11/2015			1,190.00	Lexi Nelson	moving costs
4/9/2015	3/11/2015			6,720.00	Lexi Nelson & The Title Company	down payment assistance
4/9/2015	3/26/2015			37,662.72	George and Heidi Fisher	replacement housing differential
4/9/2015	4/1/2015			6,055.00	Jaroslav Mateuszczuk	Rental assistance and moving costs
4/9/2015	3/9/2015			1,330.00	Jared Hoeft & Amanda Paulson	moving costs
4/9/2015	3/9/2015			5,040.00	Jared Hoeft & Amanda Paulson & The Title Com	down payment assistance
4/9/2015	4/1/2015			2,247.00	Shari Dobrin	moving costs and rental assistance
4/9/2015	3/23/2015			1,190.00	Caillin & Michael Holder	moving costs
4/9/2015	3/23/2015			5,040.00	Caillin & Michael Holder and The Title Company	down payment assistance
4/9/2015	4/2/2015			4,388.00	A-1 Services of Fargo-Moorhead, Inc.	moving costs - Wagner
4/9/2015	4/2/2015			3,150.00	Richard and Margaret Wagner	rental assistance
4/24/2015	3/24/2015			3,239.00	Scott Stenvold	moving costs and rental assistance
4/24/2015	3/26/2015			5,320.00	Palnice Burton and Vernon Grothe	moving costs and rental assistance
4/24/2015	4/7/2015			38,640.00	Carol and Philip Stratton	rental assistance
4/24/2015	4/6/2015			1,330.00	Xavier Harris	moving costs
4/24/2015	4/6/2015			2,705.00	Philip DeGreef	moving costs and rental assistance
4/24/2015	4/10/2015			488.33	Kelly Johnson	moving costs
4/24/2015	4/10/2015			488.33	Hannah Anderson	moving costs
4/24/2015	4/10/2015			443.34	Heidi Peterson	moving costs
4/24/2015	4/14/2015			9,924.66	Norma Raney	rental assistance
4/24/2015	4/14/2015			3,149.95	Fettes Transportation Systems	moving costs - Raney
4/24/2015	4/8/2015			2,063.38	Fettes Transportation Systems	moving costs - Kohoutek
4/24/2015	4/8/2015			1,595.00	Henry Huynh, Tony Lipinski, Gabriel Deng	moving costs
4/24/2015	4/7/2015			1,330.00	Vincent Mammana-Lupo & Jillian Scott	moving costs
4/24/2015	4/14/2015			1,420.00	LaVern Hoganson	moving costs
4/24/2015	4/8/2015			2,832.00	Mark and Jane Skjei	moving costs and rental assistance
4/24/2015	4/15/2015			2,153.32	5 Star Moving, Inc.	moving costs - LeClaire
4/24/2015	4/15/2015			492.50	Janis LeClaire	moving costs
4/24/2015	4/14/2015			2,265.85	Fettes Transportation Systems	moving costs - Cowman
4/24/2015	4/15/2015			1,500.00	A to Z Moving	moving costs - Maxson
4/24/2015	4/15/2015			2,520.00	Judy Maxson	rental assistance
4/24/2015	4/14/2015			2,160.00	Richard and Margaret Wagner	moving costs
4/24/2015	4/14/2015			7,026.00	5 Star Moving, Inc.	moving costs - Fisher
4/24/2015	4/14/2015			43,104.75	John and Barbara Crabtree	replacement housing differential
1/8/2015				2,840.39	Cass County Treasurer	Taxes on Elseth Property
4/24/2015	11/25/2014	1106	2002	151,592.74	Houston-Moore Group	Land acquisition services
4/24/2015	2/10/2015	1131	2002	273,583.74	Houston-Moore Group	Land acquisition services
4/9/2015	3/30/2015	1167	2002	173,119.97	Houston-Moore Group	Land acquisition services
1/8/2015	12/18/2014	381013716		12,712.58	CH2M Hill Engineers	Land Acquisition Management Services (22%)
1/23/2015	1/21/2015	381017016-03		17,346.05	CH2M Hill Engineers	Land Acquisition Management Services (22%)
2/27/2015	2/20/2015	381019870		17,150.56	CH2M Hill Engineers	Land Acquisition Management Services (22%)
3/26/2015	3/25/2015	381023493		20,665.15	CH2M Hill Engineers	Land Acquisition Management Services (22%)
4/24/2015	4/20/2015	381026129		19,664.07	CH2M Hill Engineers	Land Acquisition Management Services (22%)
4/24/2015	4/21/2015			500.00	Case Plaza LLC	Soil borings
4/24/2015	4/21/2015			1,000.00	Mid-America Steel	Soil borings
4/24/2015	4/21/2015			250.00	Theresa L. Hest Revocable Trust	Soil boring
Total				1,333,161.41		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/8/2015	12/19/2014	132285	120007	3,728.00	Ohnstad Twichell, P.C.	Legal - review emails re FM Flood Risk Mgmt #1
2/12/2015	1/21/2015	132645	120007	4,223.20	Ohnstad Twichell, P.C.	Legal - review assessment statutes
2/27/2015	2/21/2015	133193	120007	2,744.77	Ohnstad Twichell, P.C.	Legal - ballot mailing
4/9/2015	3/21/2015	133800	120007	4,361.93	Ohnstad Twichell, P.C.	Legal - assessment ballot mailing
1/23/2015	12/31/2014	41598	P11473-2012-000	20,774.00	AE2S	Financial services-development & implementation
2/27/2015	1/31/2015	42060	P11473-2012-000	37,033.21	AE2S	Financial services-development & implementation
3/26/2015	2/28/2015	42196	P11473-2012-000	27,338.05	AE2S	Financial services-development & implementation
4/24/2015	4/14/2015	9950	15043	836.05	Moore Engineering, Inc.	Diversion Project Assessment Committee
Total				101,039.21		

OSBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/8/2015	12/19/2014	132287	140007	8,993.00	Ohnstad Twichell, P.C.	Access agreements, legal research, etc.
2/12/2015	1/21/2015	132658	140007	19,823.00	Ohnstad Twichell, P.C.	Access agreements, legal research, etc.
2/27/2015	2/21/2015	133195	140007	11,406.50	Ohnstad Twichell, P.C.	Access agreements, legal research, etc.
4/9/2015	3/21/2015	133812	140007	7,460.00	Ohnstad Twichell, P.C.	Access agreements, legal research, etc.
1/8/2015	12/18/2014	381013717	479407	85,000.00	CH2M Hill Engineers, Inc.	Construction management
1/23/2015	1/21/2015	381017016-B3	479407	85,000.00	CH2M Hill Engineers, Inc.	Construction management
2/27/2015	2/20/2015	381019868	479407	85,000.00	CH2M Hill Engineers, Inc.	Construction management
3/26/2015	3/25/2015	381023494	479407	85,000.00	CH2M Hill Engineers, Inc.	Construction management
4/24/2015	4/20/2015	381026133	479407	85,000.00	CH2M Hill Engineers, Inc.	Construction management
1/23/2015	1/21/2015	4	WP-43A	279,074.52	Riley Bros Construction	Construction of OHB Ring Levee Phase A
2/12/2015	2/12/2015	3	WP-43D.3.A	49,342.49	Meyer Contracting	Construction of Gatewell Phase D.3.A

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
2/5/2015	2/5/2015			101,000.00	Dale and Nan Mathiason	Lot purchase
2/5/2015	2/5/2015			34,000.00	Dale and Nan Mathiason	Builder down payment
2/6/2015	2/6/2015			3,043.59	Paul Breen and Michelle Breen	moving costs
2/6/2015	2/6/2015			3,825.85	Paul Breen and Michelle Breen	closing costs
2/12/2015	2/12/2015			8,000.00	Chris Champ and Sheri Champ	Advance payment
3/18/2015	3/17/2015			461,100.00	Fercho Family Farms LLLP	ROW Acquisition
3/18/2015	3/17/2015			3,500.00	Calvin Fercho	ROW Acquisition
				(312,130.00)	Clerk of District Court	Check returned
3/26/2015	3/24/2015			50,000.00	Jon and Brenda Kaspari	Earnest money
4/24/2015	4/23/2015			104,000.00	Randal Schneibel and Debra Schneibel	Oxbow purchase
4/24/2015	4/23/2015			91,500.00	Randal Schneibel and Debra Schneibel	Oxbow purchase
4/24/2015	4/23/2015			114,000.00	Mathew Murphy and Rebecca Murphy	Oxbow purchase
4/24/2015	4/23/2015			32,226.00	Mathew Murphy and Rebecca Murphy	Oxbow purchase
4/28/2015				735,747.66	The Title Company	Purchase Kaspari property
1/8/2015				3,055.99	Cass County Treasurer	Tax on Breen property
1/8/2015	1/1/2015			365.00	Cass Rural Water Users	Service to 345 Schnell Drive
4/9/2015	4/1/2015			250.00	Cass Rural Water Users	Service to 345 Schnell Drive
1/23/2015	1/6/2015			251.96	Cass County Electric Coop	Service to 345 Schnell Drive
2/12/2015	2/5/2015			253.40	Cass County Electric Coop	Service to 345 Schnell Drive
3/26/2015	3/5/2015			218.23	Cass County Electric Coop	Service to 345 Schnell Drive
4/24/2015	4/6/2015			69.62	Cass County Electric Coop	Service to 345 Schnell Drive
1/8/2015	12/18/2014	381013716		45,071.88	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
1/23/2015	1/21/2015	381017016-03		61,499.85	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
2/27/2015	2/20/2015	381019870		60,806.55	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
3/26/2015	3/25/2015	381023493		73,267.33	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
4/24/2015	4/20/2015	381026129		69,718.08	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
1/23/2015	12/31/2014	15925	2830-00	104,189.13	ProSource Technologies, LLC	Appraisals, acquisition, relocation
4/10/2015	1/31/2015	15947	2830-00	45,351.04	ProSource Technologies, LLC	Project mgmt, acquisition, relocation
3/26/2015	2/28/2015	16042	2830-00	73,744.71	ProSource Technologies, LLC	Project mgmt, appraisals, acquisition, relocation
4/24/2015	3/31/2015	16117	2830-00	55,229.38	ProSource Technologies, LLC	Project mgmt, appraisals, acquisition, relocation
1/30/2015	11/25/2014	1107	2003	42,938.03	Houston-Moore Group	Services during construction WP-43A
2/12/2015	1/7/2015	B020148	B14-04209	824.75	Braun Intertec	Materials testing services
2/12/2015	2/5/2015	B021829	B14-04209	276.75	Braun Intertec	Materials testing services
3/12/2015	3/4/2015	B023478	B14-04209.01	370.25	Braun Intertec	CMT For Gatewell-Prefab Vertical Drain & surcharge Installation
4/24/2015	3/23/2015			150,351.35	Midcontinent Communications	relocate utilities
Total				3,019,015.69		

OXBOW COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/23/2015	1/8/2015	3	1470	245,910.47	Oxbow Golf and Country Club	Golf Course construction
2/27/2015	2/26/2015			174,650.61	Oxbow Golf and Country Club - See Note	Reimbursements for golf course design etc.
3/12/2015	3/12/2015	4	1470	81,335.24	Oxbow Golf and Country Club	Golf Course construction
3/26/2015	3/26/2015			33,000.00	Oxbow Golf and Country Club	Services during construction/Project mgmt
4/9/2015	4/8/2015	3		13,000.00	Oxbow Golf and Country Club	Consultant fees
4/9/2015	3/27/2015	99553		27,420.00	Oxbow Golf and Country Club	Builders risk policy
4/24/2015	3/28/2015	14175	15.12883.100	14,400.00	Oxbow Golf and Country Club	Soil borings
Total				589,716.32		

Note: Invoice was incorrectly listed at \$3,417.50 instead of \$3,147.50 in the 2/27/15 payment and will be corrected with next payment to Oxbow Golf and Country Club.

Grand Total 5,726,089.80

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 #
2275-

Invoice

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

Date	5/25/2015
------	-----------

Description	Qty	Rate	Amount
Metro Flood Project -- LEERDS:			
Erik Johnson-April 26-May 25, 2015-itemization enclosed	1	204.00	204.00
Nancy J Morris-April 26-May 25, 2015-itemization enclosed	30.3	178.50	5,408.55
05/11/2015: Cass County Recorder: Park District - El Zagal ~ Record Levy		22.00	22.00
<i>We appreciate your business.</i>		TOTAL: \$5,634.55	

May 25, 2015

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
E	5/12/2015	Conference with Nancy Morris re: flowage easement questions	0.2
E	5/19/2015	Prepare for meeting with Oxbow residents	0.4
E	5/19/2015	Conference with Nancy Morris and call to Sean re: CCJWRD re: Park East	0.4
Total Time - ERJ			1
Hourly Rate \$			204.00
Total Fees - ERJ \$			204.00
N	4/27/2015	Review correspondence & file re: Professional Building; HoJo correspondence review	1.5
N	4/28/2015	Correspondence & review of appraisal status & easements; Review correspondence re: appraisal research; Correspondence review & conference re: acquisition research	4.3
N	4/29/2015	Herthon correspondence re: flowage easements; Meeting re: acquisitions	3.5
N	5/1/2015	Flowage easement & correspond w/ John Shockley	0.5
N	5/4/2015	Review correspondence re: flowage easements; United Automotive encroachment	0.5
N	5/5/2015	Park district easements draft & revise; Review correspondence re: home move & respond	1.5
N	5/6/2015	Park District easements; Correspondence re: Home movers	2
N	5/7/2015	Park District easements & correspondence w/ Greg Selbo; El Zagal easement draft/revise	1.7
N	5/8/2015	Correspondence re: Professional associates	0.5
N	5/11/2015	Professional Building review of correspondence & discussion; House move discussion; Professional building, school property & HoJo	2
N	5/12/2015	House moving contract research & correspondence re: trees, etc.; Discussion re: flowage easement terms & value; Correspondence re: Orton Broadshaug & file review	2.5
N	5/13/2015	House moving correspondence re: Purchase Agreement & correspondence re: Free removal; House moving meeting with staff;	1.5
N	5/14/2015	Land Management Meeting	1.5
N	5/15/2015	Correspondence re: House moving	0.5
N	5/18/2015	Revise Purchase Agreement for house move; House moving correspondence & analysis; Acquisition call; In town levee call	4
N	5/19/2015	Home moving contract; Fargo Public Schools correspondence review	1
N	5/21/2015	Correspondence re: HoJo & meeting w/ Erik; House move correspondence & phone call w/ Luke Andrud	1
N	5/22/2015	Correspondence re: Professional Building	0.3

May 25, 2015

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
		Total Time	30.30
		Hourly Rate \$	178.50
		Total Fees - NJM \$	5408.55

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 #

2276-

Invoice

City of Fargo -- Auditor's Office

Attn: Kent Costin

200 North 3rd Street

Fargo, ND 58102

Date

5/25/2015

Description	Qty	Rate	Amount
Metro Flood Project -- General matters: Erik Johnson-April 26-May 25, 2015-itemization enclosed	47.9	195.50	9,364.45
Nancy J Morris-April 26-May 25, 2015-itemization enclosed	10.4	178.50	1,856.40
ND Telephone Company: Conference Call ~ Diversion Authority (4/29)		40.23	40.23
<i>We appreciate your business.</i>			TOTAL: \$11,261.08

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

Atty	DATE	DESCRIPTION	TIME
E	4/27/2015	Coordinate meeting and telephone conference with Pat Zavoral; Cattanach call; call with rocky re: assessment; call with Glatzmeier	1.2
E	4/29/2015	Draft amendment to ND JPA; email to Cattanach and Drysdale	2
E	4/29/2015	Meeting with Mahoney, Zavoral, Cattanach and others re: activities	1.3
E	4/29/2015	Continue drafting ND JPA amendment	0.6
E	5/1/2015	Email communication	0.5
E	5/4/2015	Work on question from Tom Waters re: meeting question and work on 3rd Amendment	2
E	5/4/2015	Follow up correspondence with Tom Waters	0.3
E	5/4/2015	Telephone conference with Bob Cattanach re: 3rd amendment draft; telephone conference with Kent and Pat Zavoral; email/call to Sean re: same	0.7
E	5/5/2015	Work on ND JPA 3rd amendment and attend administrative advisory meeting	2.5
E	5/5/2015	WORK ON ND JPA 3rd Amendment and email re: 2nd Amendment, address record requests	1
E	5/5/2015	Conference call with Tom Rousakis of EY and Sue and Jon and Ken Whang re: P3 agreement arrangement and agreement with E/Y	1
E	5/11/2015	Review correspondence; phone conference with Fredrickson; telephone conference with Schneider	2.5
E	5/12/2015	Conference call with Cattanach and Fredericks	0.8
E	5/12/2015	Work on 3rd Amendment to Dakota Metro Flood JPA	0.7
E	5/13/2015	Prepare for and attend Finance Committee meeting re: 3rd Amendment to Dakota JPA and EY agreement	1.7
E	5/13/2015	Receive and review emails re; Judge Tunheim order and review decision; telephone conference with litigation counsel; conference with litigation counsel; telephone conference with Vanyo and Mahoney; telephone conference with Fredricks, Shockley, Nancy Morris; McShane and Cattanach; telephone conference with Otto; email with AGA office	5.7
E	5/14/2015	Continue review of order and implications; attend conference call re: project agreements; review correspondence; telephone conference with Cattanach and Drysdale; draft memo re: 3rd amendment to ND JPA and circulate; prepare for lawsuit update	8.9
E	5/15/2015	Email communication with Cattanach re: Judge's order; telephone conference with Cattanach and Drysdale	2.1
E	5/17/2015	Email communication	1
E	5/18/2015	Prepare for and telephone conference with Rousakis, Godsmark and Costin re: P3; telephone conference with Drysdale, Cattanach and client re: litigation	1.9
E	5/18/2015	Telephone conference with Bruce Spiller; review easement language; meeting with rocky and witness	1
E	5/19/2015	Review brief	0.3
E	5/19/2015	Continue reviewing brief and emails	1.2
E	5/19/2015	Telephone conference with Drysdale, Montplaisir and email	0.4
E	5/20/2015	Receive email; telephone conference with Shockley and communication with Dorsey re: litigation matters	0.5
E	5/20/2015	Communication with Drysdale re: litigation matters	1.8

May 25, 2015

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

Atty	DATE	DESCRIPTION	TIME
E	5/21/2015	Attend administrative advisory board meeting; then revise third amendment to ND JPA and prepare for agenda	2
E	5/21/2015	Communication with Dorsey; calls	1
E	5/22/2015	Conference call re: Century Link matter; communication with Dorsey	1.3
Total Time - ERJ			47.90
Hourly Rate - ERJ \$			204.00
Total Fees - ERJ \$			9771.60
N	5/4/2015	Correspondence re: ND Entities JPA document	0.5
N	5/5/2015	Administrative meeting	1.6
N	5/13/2015	Research & review injunction order Diversion Authority meeting agenda discussion & review of injunction discussion	3.3
N	5/14/2015	Correspondence re: Fire Dept. MOU; Attend Diversion Authority	1.7
N	5/17/2015	Review of correspondence re: JPA	1
N	5/19/2015	Indemnity research	0.5
N	5/20/2015	Correspondence re: Open Records	0.5
N	5/21/2015	Administrative meeting	1.3
Total Time - NJM			10.40
Hourly Rate - NJM \$			178.50
Total Fees - NJM \$			1856.40

FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 5/31/2015

Item 9c.

	2011	2012	2013	2014	2015	Cumulative Totals
Revenues						
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	8,365,949	42,907,860
Cass County	443,138	7,652,681	7,072,961	19,373,131	8,365,949	42,907,860
State Water Commission	-	-	3,782,215	602,918	8,443,343	12,828,476
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	1,859,100	9,535,079
Lease/Rental Payments	-	-	17,358	154,180	172,757	344,295
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	27,277,227	109,212,805

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	66,587	751,841
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	1,719,232	19,574,593
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	1,800,994	17,978,497
7925 WIK - Recreation	-	163,223	-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	16,271,103	39,940,148
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	4,242,205	5,980,842
7951 Construction - Minnesota	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	2,251,725	13,534,229
7955 Construction Management	-	-	-	556,209	392,564	948,773
7990 Project Financing	-	50,000	70,000	216,376	143,686	480,061
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	116
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	27,788,719	110,623,441

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

	FY 2015 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	59,040	2,653	14,836			44,204
Cass County	59,040	2,653	14,836			44,204
State of ND - 50% Match	57,200	1,183	10,375			46,825
State of ND - 100% Match	35,800	-	1,356			34,444
State of Minnesota	-	-	-			-
Other Agencies	13,120	589	3,297			9,823
Financing Proceeds	-	-	-			-
Sale of Assets	-	-	70			(70)
Property Income	-	34	185			(185)
Miscellaneous	-	-	0			(0)
Total Revenue Sources	224,200	7,112	44,955			179,245
Funds Appropriated						
Army Corp Local Share	525	-	900		525	(900)
Management Oversight	7,200	554	4,121	57%	4,658	(1,579)
Technical Activities	16,575	482	4,788	29%	4,072	7,715
Land Acquisitions	106,700	3,496	22,202	21%	40,038	44,460
Construction	91,300	2,739	13,560	15%	31,105	46,635
Mitigation	-	-	-		-	-
Other Costs	1,900	-	259	14%	350	1,291
Total Appropriations	224,200	7,270	45,830	20%	80,749	97,621

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-25	5/14/2015	258400	OXBOW, CITY OF	\$ 288.00	OXBOW 4TH ADDN	V02407	OXBOW MOU-LEGAL SERVICES
	5/14/2015	258400	OXBOW, CITY OF	378.00	VACATION OF EASEMENT	V02407	OXBOW MOU-LEGAL SERVICES
	5/20/2015	258586	OXBOW, CITY OF	34.40	OHB LEVEE PROJECT	V02407	OXBOW MOU-LEGAL SERVICES
	5/20/2015	258586	OXBOW, CITY OF	291.56	OHB LEVEE PROJECT	V02407	OXBOW MOU-LEGAL SERVICES
	5/20/2015	258586	OXBOW, CITY OF	556.68	OHB LEVEE PROJECT	V02407	OXBOW MOU-LEGAL SERVICES
	5/20/2015	258586	OXBOW, CITY OF	570.00	OHB LEVEE PROJECT	V02407	OXBOW MOU-LEGAL SERVICES
	5/20/2015	258586	OXBOW, CITY OF	3,419.55	OHB LEVEE PROJECT	V02407	OXBOW MOU-LEGAL SERVICES
	5/20/2015	258515	ERIK R JOHNSON & ASSOCIATES	12,558.40	LEGAL SERVICES THRU 3/25	V00102	General & Admin. WIK
Total WIK - General & Admin. - Legal Services				18,096.59			
790-7910-429.38-68	5/20/2015	258523	FREDRIKSON & BYRON, PA	3,000.00	FEES	V00102	General & Admin. WIK
Total WIK - General & Admin. - Lobbyist				3,000.00			
790-7915-429.33-05	5/14/2015	258400	OXBOW, CITY OF	5,067.50	OXBOW OHB	V02401	OXBOW MOU-PROJ MGMT ADMIN
	5/14/2015	258400	OXBOW, CITY OF	6,222.50	OXBOW OHB	V02402	OXBOW MOU-PRELIM ENGINRNG
	5/20/2015	258586	OXBOW, CITY OF	7,722.95	OHB LEVEE PROJECT	V02401	OXBOW MOU-PROJ MGMT ADMIN
	5/20/2015	258586	OXBOW, CITY OF	6,890.00	OHB LEVEE PROJECT	V02402	OXBOW MOU-PRELIM ENGINRNG
	5/20/2015	258586	OXBOW, CITY OF	8,039.92	OHB LEVEE PROJECT	V02405	OXBOW MOU-DESN/CONST ENG
	5/27/2015	258706	MINNESOTA DNR	447,796.36	EIS STUDY	V00701	MN DNR EIS
	Total WIK - Project Design - Engineering Services				481,739.23		
790-7920-429.33-79	5/20/2015	258586	OXBOW, CITY OF	7,083.33	OHB LEVEEL PROJECT	V02410	OXBOW MOU - PROJ MGMT JDA
	5/14/2015	258298	CH2M HILL ENGINEERS INC	310,000.00	MAY 2015	V00205	CH2M Hill-8.30.14-2.27.15
Total WIK Construction Mgmt. - Construction Management				317,083.33			
790-7930-429.33-05	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	16,602.88	FMDA-CCJWRD	V01201	Cass Joint Water ROE
	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	38,096.93	FMDA-CCJWRD	V01202	Cass Joint Water DPAC
	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	141,524.86	FMDA-CCJWRD	V01203	Cass Joint Water OHB
	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	135,986.20	FMDA-CCJWRD	V02807	CASS JOINT WATER IN-TOWN
Total LERRDS - North Dakota - Engineering Services				332,210.87			

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.33-25	5/20/2015	258503	DORSEY & WHITNEY LLP	145,239.39	RED RIVER DIVERSION PROJ	V00101	Dorsey Whitney Legal
	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	30,832.84	FMDA-CCJWRD	V01201	Cass Joint Water ROE
	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	2,805.00	FMDA-CCJWRD	V01202	Cass Joint Water DPAC
	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	28,202.61	FMDA-CCJWRD	V01203	Cass Joint Water OHB
	5/20/2015	258515	ERIK R JOHNSON & ASSOCIATES	2,683.70	LEGAL SVCES THRU 3/25	V00103	General & Admin. LERRDS
Total LERRDS - North Dakota - Legal Services				209,763.54			
790-7930-429.33-79	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	173,954.33	FMDA-CCJWRD	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Construction Management				173,954.33			
790-7930-429.34-65	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	50,000.00	FMDA-CCJWRD	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Right of Entry Requests				50,000.00			
790-7930-429.62-51	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	56.84	FMDA-CCJWRD	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Electricity				56.84			
790-7930-429.67-11	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	3,932.00	FMDA-CCJWRD	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Residential Buildings				3,932.00			
790-7930-429.67-12	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	57,735.00	OCC CONTRACT	V01204	Cass Joint Water OCC
	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	290,959.60	OCC CONTRACT	V01204	Cass Joint Water OCC
Total LERRDS - North Dakota - Commercial Buildings				348,694.60			
790-7930-429.71-30	5/28/2015	JB05150007	CASS COUNTY JOINT WATER RESOURCE DI	2,698,226.97	LAND PURCHASE - BARTRAM	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Land Purchases				2,698,226.97			
790-7930-429.73-20	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	27,986.00	FMDA-CCJWRD	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Site Improvements				27,986.00			
790-7950-429.38-99	5/14/2015	258288	BNSF RAILWAY CO	600.00	PERMIT-4TH ST N PROJECT	V02805	PUMP STATION & FLOODWALL
Total ND Construction - Other Services				600.00			

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7950-429.73-52	5/27/2015	258684	INDUSTRIAL CONTRACT SERVICES INC	680,507.00	DIVERSION	V02805	PUMP STATION & FLOODWALL
Total ND Construction - Flood Control				680,507.00			
790-7952-429.33-05	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	184,590.31	FMDA-CCJWRD	V01204	Cass Joint Water OCC
Total O/H/B Construction - Engineering Services				184,590.31			
790-7952-429.33-06	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	422.44	FMDA-CCJWRD	V01204	Cass Joint Water OCC
Total O/H/B Construction - Quality Testing				422.44			
790-7952-429.73-52	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	414,318.35	CCJWRD CONTRACT	V01203	Cass Joint Water OHB
	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	152,208.65	CCJWRD CONTRACT	V01203	Cass Joint Water OHB
	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	341,216.17	CCJWRD CONTRACT	V01203	Cass Joint Water OHB
Total O/H/B Construction - Flood Control				907,743.17			
790-7952-429.73-53	5/20/2015	258586	OXBOW, CITY OF	49,900.00	OHB LEVEE PROJECT	V02409	OXBOW MOU-CONST RPLM AREA
Total O/H/B Construction - Dams/Reservoirs/Diversion				49,900.00			
790-7952-429.73-70	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	566,411.55	FMDA-CCJWRD	V01203	Cass Joint Water OHB
Total O/H/B Construction - Utilities				566,411.55			
790-7955-429.33-05	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	38,407.87	FMDA-CCJWRD	V01203	Cass Joint Water OHB
Total Construction Management - Engineering Services				38,407.87			
790-7955-429.33-06	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	7,170.52	FMDA-CCJWRD	V01203	Cass Joint Water OHB
Total Construction Management - Quality Testing				7,170.52			
790-7955-429.33-79	5/20/2015	258496	CASS COUNTY JOINT WATER RESOURCE DI	170,000.00	FMDA-CCJWRD	V01203	Cass Joint Water OHB
Total Construction Management - Construction Management				170,000.00			
Total Disbursed for Period				\$ 7,270,497.16			

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of May 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 83,648,638.64	\$ 36,407,373.16	\$ 47,241,265.48	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	15,070,819.01	2,790,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I	17,630,171.59	3,324,366.00	14,305,805.59	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	13,641,297.32	11,866,237.70	1,775,059.62	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	1,740,211.07	447,796.36	EIS Scoping
DORSEY & WHITNEY LLP	2,007,323.40	2,007,323.40	-	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	304,828.36	288,686.66	16,141.70	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	0.00	100,000.00	Engineering Services

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of May 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
NDSU BUSINESS OFFICE-BOX 6050	91,207.00	0.00	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
GEEKON 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
FREDRIKSON & BYRON, PA	18,000.00	15,000.00	3,000.00	Lobbying Services
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
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
BNSF RAILWAY CO	600.00	600.00	-	Permit for 4th St N Project
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts

**FM Diversion Authority
Cumulative Vendor Payments Since Inception
As of May 31, 2015**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
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	\$ 191,372,390.06	\$ 110,623,440.92	\$ 80,748,949.14	

**FM Diversion Authority
In-Town Levee Work
as of May 31, 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	17,362,216.35	3,324,966.00
V02806	HMG	Services During Construction - Work Package 42	1,550,000.00	330,095.77
V02807	CCJWRD	In-Town Levee Work	605,733.30	605,733.30
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	34,427.05	34,427.05
V01703	Various	In-Town Property Purchases	16,199,548.51	1,478,418.01
			<u>\$ 44,222,115.01</u>	<u>\$ 8,395,470.83</u>

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

Time Period for This Request: May 1, 2015 - May 31, 2015

Drawdown Request No: 14	
Requested Amount:	\$ 1,182,540
Total Funds Expended This Period:	\$ 2,365,081
Total Funds Requested at 100% Match	-
Remaining Funds Requested at 50% Match	2,365,081
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	\$ 1,182,540
Total Funds Requested:	\$ 1,182,540

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)
Less: Payment #14 - FM Diversion Authority	(1,182,540)
Total Funds Reimbursed	\$ (68,474,724)
Total State Fund Balances Remaining	\$ 106,525,276

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		1,441,428
Total Matching Funds Expended To Date	\$	49,361,997
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		(237,286)
Balance of Local Matching Funds Available	\$	6,277,910

FM Diversion Authority
Lands Expense - Life To Date
As of May 31, 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	-	-	-	3,932.00	-	-	-	234,128.41
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	-	30,017.65	-	-	136,887.33
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	-	-	-	-	64.94	-	-	478,767.92
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	-	-	-	-	-	(121,611.02)	-	3,337,369.68
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 - Hogle	7/21/2014	989,706.03	-	-	-	-	-	(3,725.49)	-	985,980.54
NW 1/4 14-140-50 - Hogle	10/23/2014	948,782.22	-	-	2,566.59	-	-	(22,249.56)	-	929,099.25
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 - Gordier	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
Lots 1-3, Block 1, Babe's Addition - Bartram	5/21/2015	2,698,226.97	-	-	-	-	-	-	-	2,698,226.97
Land Purchases										
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	219,899.45	-	-	-	(309,868.60)	394,046.85
Total		19,158,730.95	3,200.00	675.00	247,535.40	293,028.49	100,757.83	(381,004.76)	(686,476.47)	18,736,446.44

Finance Committee Bills for June 2015

Vendor	Description	Amount
Fredrickson & Byron, P.A.	Government Relations flat fee	\$ 3,000.00
Erik R. Johnson & Associates, Ltd	Metro Flood Project - LEERDS	\$ 7,089.40
Erik R. Johnson & Associates, Ltd	Metro Flood Project - General	\$ 9,052.30
Cass County Joint Water Resource District	Reimburse Diversion bills	\$ 5,726,089.80
Erik R. Johnson & Associates, Ltd	Metro Flood Project - LEERDS	\$ 5,634.55
Erik R. Johnson & Associates, Ltd	Metro Flood Project - General	\$ 11,261.08

Total Bills Received in May

\$ 5,762,127.13

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: 1315555
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: May 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.

INVOICE DETAIL

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

Invoice: 1315555
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: May 6, 2015

Government Relations flat fee payment 6 of 7.

Total For 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.

Communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to Fredrikson & Byron, PA, Attn: Credit Department, 200 South Sixth Street, Suite 4000, Minneapolis, MN 55402

main 612.492.7000
fax 612.492.7077
www.fredlaw.com
Tax ID No. 41-0971937

Fredrikson & Byron, P.A.
Attorneys & Advisors
P.O. Box 1484
Minneapolis, Minnesota
55480-1484

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 #

2260-

Invoice

City of Fargo -- Auditor's Office

Attn: Kent Costin

200 North 3rd Street

Fargo, ND 58102

Date

4/25/2015

Description	Qty	Rate	Amount
Metro Flood Project -- LEERDS: Erik Johnson-Mar 26 thru April 25, 2015-itemization enclosed	6.9	204.00	1,407.60
Nancy J. Morris-Mar 26 thru April 25, 2015-itemization enclosed	31.6	178.50	5,640.60
03/06/2015 ND Telephone Company ~ 6 Ports	1	41.20	41.20
<i>790-7930-429. 33-25</i> <i>J00103</i>			
<i>We appreciate your business.</i>			TOTAL: \$7,089.40

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
E	3/31/2015	Conf with Michael Gjesdahl re Kesselring matter	1
E	4/2/2015	Email to David Hauff	0.1
E	4/10/2015	Staff meeting re: appraisals on Riverfront properties and telephone conference with Spiller re: Oxbow Country Club	1
E	4/14/2015	Conference with Spiller re: city of Oxbow MOU	1.4
E	4/16/2015	Conference call with Albrecht	0.7
E	4/20/2015	Oxbow MOU and SWC reimbursement	1.5
E	4/24/2015	Draft memo re: SWC cost participation and Oxbow MOU	1.2
Total Time - ERJ			6.9
Hourly Rate \$			204.00
Total Fees - ERJ \$			1407.60
N	3/30/2015	Correspondence re: Professional Building & data book appraisal; Correspondence re: flowage easements	1.5
N	3/31/2015	Phone call w/ Chris McShane re: Professional Building	0.6
N	4/1/2015	Phone call w/ Aaron Nelson re: zoning & house moving question	0.5
N	4/2/2015	Phone call w/ Ole Olafson & review of correspondence; Meeting w/ Erik re: move	1.5
N	4/6/2015	Conference call; Conference call	2.3
N	4/7/2015	HoJo FPS correspondence re: acquisition; Review draft agreement for purchase of flood buyout properties; correspond re: edits & research	2.2
N	4/8/2015	House moving correspondence; Park District easements	2
N	4/9/2015	Land Management meeting	2
N	4/10/2015	HoJo Discussion; Review acquisition policy on house moving	2.1
N	4/13/2015	Correspondence re: City of Fargo acquisitions w/ S. Bondly & status review	0.5
N	4/14/2015	Review house moving requirements & correspond w/ Luke Andrud	0.8
N	4/15/2015	Correspondence re: Orton Brodshaug & Phone call w/ Ole re: status of offers; Correspondence re: status of Sidestreet offer	1.4
N	4/16/2015	Correspondence re: HoJo meeting; Phone call w/ John Albrecht re: reimbursement & re-establishment costs; Assessment challenge & review of docs/response	2.1
N	4/17/2015	HoJo meeting; Correspondence re: house moving & phone call w/ Luke Andrud & Nathan; Meeting w/ Erik re: HoJo	3.2
N	4/20/2015	Park District easements; Review & revise correspondence, conference call; Review FPS materials & contact client; Review correspondence re: eminent domain status & negotiations, timing, etc.	2.9
N	4/21/2015	Review correspondence re: Professional Building appraisal & offer; review appraisal & offer term	1
N	4/22/2015	Review docs & correspond; Review correspondence re: HoJo, house moving & Professional Building	2.5

April 25, 2015

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
N	4/23/2015	HoJo correspondence	0.5
N	4/24/2015	Schools, HoJo & Professional Building correspondence phone call w/ Chris McShane	2
Total Time			31.60
Hourly Rate \$			178.50
Total Fees - NJM \$			5640.60

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 #
2261-

Invoice

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

Date	4/25/2015
------	-----------

Description	Qty	Rate	Amount
Metro Flood Project -- GENERAL:	31.2	204.00	6,364.80
Erik Johnson-Mar 26 thru April 25, 2015-itemization enclosed			
Nancy J. Morris-Mar 26 thru April 25, 2015-itemization enclosed	14.6	178.50	2,606.10
03/20/2015 ND Telephone Conference Call ~ 4 Ports	1	33.40	33.40
04/22/2015 Radisson ~ Meeting w/ Ernst & Young, PZ, ERJ and Keith B	1	48.00	48.00
<p>790-7910-429-33-25</p> <p>000102</p>			
<p><i>We appreciate your business.</i></p>			<p>TOTAL: \$9,052.30</p>

April 25, 2015

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

Atty	DATE	DESCRIPTION	TIME
E	3/31/2015	Conf with VanAmburg	0.4
E	4/2/2015	Comm re Oxbow matter	0.3
E	3/26/2015	Attend motion hearing with Judge Tunheim; post hearing conference at Dorsey	4.5
E	3/26/2015	Travel to Minneapolis for meeting and return to Fargo	5.5
E	3/27/2015	Telephone conference with Matt Sagsveen and communication others re: hearing	0.8
E	3/29/2015	Communication w Dorsey	0.2
E	4/2/2015	Receive and review submission from Von Korff post-hearing; prep for	1.9
E	4/8/2015	Lawsuit conference	1
E	4/9/2015	Telephone conference with Paul Tietz to prepare comments to EY agreement	1.2
E	4/9/2015	Attend meeting	1.5
E	4/10/2015	Telephone conference with Darrell Vanyo re: Thursday meeting	0.4
E	4/13/2015	Email - Rousakis	0.2
E	4/13/2015	Telephone conference with Cattanach	0.3
E	4/16/2015	Administrative Advisory meeting	1
E	4/16/2015	Emails and telephone call with Drysdale	0.5
E	4/17/2015	Email with Cattanach and call with Cattanach	0.5
E	4/20/2015	Conference call with Ernst and Young	1
E	4/20/2015	Telephone call with Rocky	0.3
E	4/22/2015	Conference with Rousakis, Pat Zavoral and Keith Berndt	1.2
E	4/22/2015	Review email, Moorhead letter; attend preparation meeting for meeting with Corps	4
E	4/23/2015	Attend meeting re: Corps visit and follow up with Nancy and Paul Tietz	4.5
Total Time - ERJ			31.20
Hourly Rate - ERJ \$			204.00
Total Fees - ERJ \$			6364.80
N	4/2/2015	Administrative Advisory meeting & meeting w/ Eric Dodds	2
N	4/9/2015	DA meeting	2.5
N	4/16/2015	Administrative Advisory meeting	1.6
N	4/20/2015	Review assessment district docs & correspond w/ Sean Frederiks and Jonathan Garass	1
N	4/21/2015	SWC memo to file & correspond	1
N	4/22/2015	Conference; Review correspondence & docs & correspond	4
N	4/23/2015	Conference	2.5
Total Time - NJM			14.60

April 25, 2015

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

Atty	DATE	DESCRIPTION	TIME
Hourly Rate - NJM \$			178.50
Total Fees - NJM \$			2606.10



May 21, 2015

Cass County
Joint Water
Resource
District

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

Ken Lougheed
Manager
Gardner, 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 \$5,726,089.80 regarding the above referenced projects. The breakdown is as follows:

Access issues	\$683,157.17
In-Town Levee Project	1,333,161.41
DPAC	101,039.21
Oxbow-Hickson-Bakke Ring Levee	3,019,015.69
Oxbow Golf and Country Club	589,716.32

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

Enclosures

701-298-2381
FAX 701-298-2397
wrld@casscountynnd.gov
casscountynnd.gov

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
2/5/2015	2/5/2015			101,000.00	Dale and Nan Mathiason	Lot purchase
2/5/2015	2/5/2015			34,000.00	Dale and Nan Mathiason	Builder down payment
2/6/2015	2/6/2015			3,043.59	Paul Breen and Michelle Breen	moving costs
2/6/2015	2/6/2015			3,825.85	Paul Breen and Michelle Breen	closing costs
2/12/2015	2/12/2015			8,000.00	Chris Champ and Sheri Champ	Advance payment
3/18/2015	3/17/2015			461,100.00	Fercho Family Farms LLLP	ROW Acquisition
3/18/2015	3/17/2015			3,500.00	Calvin Fercho	ROW Acquisition
				(312,130.00)	Clerk of District Court	Check returned
3/26/2015	3/24/2015			50,000.00	Jon and Brenda Kaspari	Earnest money
4/24/2015	4/23/2015			104,000.00	Randal Schneibel and Debra Schneibel	Oxbow purchase
4/24/2015	4/23/2015			91,500.00	Randal Schneibel and Debra Schneibel	Oxbow purchase
4/24/2015	4/23/2015			114,000.00	Mathew Murphy and Rebecca Murphy	Oxbow purchase
4/24/2015	4/23/2015			32,226.00	Mathew Murphy and Rebecca Murphy	Oxbow purchase
4/28/2015				735,747.66	The Title Company	Purchase Kaspari property
1/8/2015				3,055.99	Cass County Treasurer	Tax on Breen property
1/8/2015	1/1/2015			365.00	Cass Rural Water Users	Service to 345 Schnell Drive
4/9/2015	4/1/2015			250.00	Cass Rural Water Users	Service to 345 Schnell Drive
1/23/2015	1/6/2015			251.96	Cass County Electric Coop	Service to 345 Schnell Drive
2/12/2015	2/5/2015			253.40	Cass County Electric Coop	Service to 345 Schnell Drive
3/26/2015	3/5/2015			218.23	Cass County Electric Coop	Service to 345 Schnell Drive
4/24/2015	4/6/2015			69.62	Cass County Electric Coop	Service to 345 Schnell Drive
1/8/2015	12/18/2014	381013716		45,071.88	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
1/23/2015	1/21/2015	381017016-03		61,499.85	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
2/27/2015	2/20/2015	381019870		60,806.55	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
3/26/2015	3/25/2015	381023493		73,267.33	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
4/24/2015	4/20/2015	381026129		69,718.08	CH2M Hill Engineers, Inc.	Land Acq Mgmt Services (78%) see in town levee pkg for invoice
1/23/2015	12/31/2014	15925	2830-00	104,189.13	ProSource Technologies, LLC	Appraisals, acquisition, relocation
4/10/2015	1/31/2015	15947	2830-00	45,351.04	ProSource Technologies, LLC	Project mgmt, acquisition, relocation
3/26/2015	2/28/2015	16042	2830-00	73,744.71	ProSource Technologies, LLC	Project mgmt, appraisals, acquisition, relocation
4/24/2015	3/31/2015	16117	2830-00	55,229.38	ProSource Technologies, LLC	Project mgmt, appraisals, acquisition, relocation
1/30/2015	11/25/2014	1107	2003	42,938.03	Houston-Moore Group	Services during construction WP-43A
2/12/2015	1/7/2015	B020148	B14-04209	824.75	Braun Intertec	Materials testing services
2/12/2015	2/5/2015	B021829	B14-04209	276.75	Braun Intertec	Materials testing services
3/12/2015	3/4/2015	B023478	B14-04209.01	370.25	Braun Intertec	CMT For Gatewell-Prefab Vertical Drain & surcharge Installation
4/24/2015	3/23/2015			150,351.35	Midcontinent Communications	relocate utilities
Total				3,019,015.69		

OXBOW COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/23/2015	1/8/2015	3	1470	245,910.47	Oxbow Golf and Country Club	Golf Course construction
2/27/2015	2/26/2015			174,650.61	Oxbow Golf and Country Club - See Note	Reimbursements for golf course design etc.
3/12/2015	3/12/2015	4	1470	81,335.24	Oxbow Golf and Country Club	Golf Course construction
3/26/2015	3/26/2015			33,000.00	Oxbow Golf and Country Club	Services during construction/Project mgmt
4/9/2015	4/8/2015	3		13,000.00	Oxbow Golf and Country Club	Consultant fees
4/9/2015	3/27/2015	99553		27,420.00	Oxbow Golf and Country Club	Builders risk policy
4/24/2015	3/28/2015	14175	15.12883.100	14,400.00	Oxbow Golf and Country Club	Soil borings
Total				589,716.32		

Note: Invoice was incorrectly listed at \$3,417.50 instead of \$3,147.50 in the 2/27/15 payment and will be corrected with next payment to Oxbow Golf and Country Club.

Grand Total 5,726,089.80

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 #
2275-

Invoice

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

Date	5/25/2015
------	-----------

Description	Qty	Rate	Amount
Metro Flood Project -- LEERDS:			
Erik Johnson-April 26-May 25, 2015-itemization enclosed	1	204.00	204.00
Nancy J Morris-April 26-May 25, 2015-itemization enclosed	30.3	178.50	5,408.55
05/11/2015: Cass County Recorder: Park District - El Zagal ~ Record Levy		22.00	22.00
<i>We appreciate your business.</i>		TOTAL: \$5,634.55	

May 25, 2015

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
E	5/12/2015	Conference with Nancy Morris re: flowage easement questions	0.2
E	5/19/2015	Prepare for meeting with Oxbow residents	0.4
E	5/19/2015	Conference with Nancy Morris and call to Sean re: CCJWRD re: Park East	0.4
Total Time - ERJ			1
Hourly Rate \$			204.00
Total Fees - ERJ \$			204.00
N	4/27/2015	Review correspondence & file re: Professional Building; HoJo correspondence review	1.5
N	4/28/2015	Correspondence & review of appraisal status & easements; Review correspondence re: appraisal research; Correspondence review & conference re: acquisition research	4.3
N	4/29/2015	Herthon correspondence re: flowage easements; Meeting re: acquisitions	3.5
N	5/1/2015	Flowage easement & correspond w/ John Shockley	0.5
N	5/4/2015	Review correspondence re: flowage easements; United Automotive encroachment	0.5
N	5/5/2015	Park district easements draft & revise; Review correspondence re: home move & respond	1.5
N	5/6/2015	Park District easements; Correspondence re: Home movers	2
N	5/7/2015	Park District easements & correspondence w/ Greg Selbo; El Zagal easement draft/revise	1.7
N	5/8/2015	Correspondence re: Professional associates	0.5
N	5/11/2015	Professional Building review of correspondence & discussion; House move discussion; Professional building, school property & HoJo	2
N	5/12/2015	House moving contract research & correspondence re: trees, etc.; Discussion re: flowage easement terms & value; Correspondence re: Orton Broadshaug & file review	2.5
N	5/13/2015	House moving correspondence re: Purchase Agreement & correspondence re: Free removal; House moving meeting with staff;	1.5
N	5/14/2015	Land Management Meeting	1.5
N	5/15/2015	Correspondence re: House moving	0.5
N	5/18/2015	Revise Purchase Agreement for house move; House moving correspondence & analysis; Acquisition call; In town levee call	4
N	5/19/2015	Home moving contract; Fargo Public Schools correspondence review	1
N	5/21/2015	Correspondence re: HoJo & meeting w/ Erik; House move correspondence & phone call w/ Luke Andrud	1
N	5/22/2015	Correspondence re: Professional Building	0.3

May 25, 2015

Client: City of Fargo
Job: Metro Flood - LEERDS

Atty	DATE	DESCRIPTION	TIME
Total Time: 30.30 Hourly Rate \$: 178.50 Total Fees - NJM \$: 5408.55			

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 #
2276-

Invoice

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

Date	5/25/2015
------	-----------

Description	Qty	Rate	Amount
Metro Flood Project -- General matters: Erik Johnson-April 26-May 25, 2015-itemization enclosed	47.9	195.50	9,364.45
Nancy J Morris-April 26-May 25, 2015-itemization enclosed	10.4	178.50	1,856.40
ND Telephone Company: Conference Call ~ Diversion Authority (4/29)		40.23	40.23
<i>We appreciate your business.</i>		TOTAL: \$11,261.08	

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

Atty	DATE	DESCRIPTION	TIME
E	4/27/2015	Coordinate meeting and telephone conference with Pat Zavoral; Cattanach call; call with rocky re: assessment; call with Glatzmeier	1.2
E	4/29/2015	Draft amendment to ND JPA; email to Cattanach and Drysdale	2
E	4/29/2015	Meeting with Mahoney, Zavoral, Cattanach and others re: activities	1.3
E	4/29/2015	Continue drafting ND JPA amendment	0.6
E	5/1/2015	Email communication	0.5
E	5/4/2015	Work on question from Tom Waters re: meeting question and work on 3rd Amendment	2
E	5/4/2015	Follow up correspondence with Tom Waters	0.3
E	5/4/2015	Telephone conference with Bob Cattanach re: 3rd amendment draft; telephone conference with Kent and Pat Zavoral; email/call to Sean re: same	0.7
E	5/5/2015	Work on ND JPA 3rd amendment and attend administrative advisory meeting	2.5
E	5/5/2015	WORK ON ND JPA 3rd Amendment and email re: 2nd Amendment, address record requests	1
E	5/5/2015	Conference call with Tom Rousakis of EY and Sue and Jon and Ken Whang re: P3 agreement arrangement and agreement with E/Y	1
E	5/11/2015	Review correspondence; phone conference with Fredrickson; telephone conference with Schneider	2.5
E	5/12/2015	Conference call with Cattanach and Fredericks	0.8
E	5/12/2015	Work on 3rd Amendment to Dakota Metro Flood JPA	0.7
E	5/13/2015	Prepare for and attend Finance Committee meeting re: 3rd Amendment to Dakota JPA and EY agreement	1.7
E	5/13/2015	Receive and review emails re; Judge Tunheim order and review decision; telephone conference with litigation counsel; conference with litigation counsel; telephone conference with Vanyo and Mahoney; telephone conference with Fredricks, Shockley, Nancy Morris; McShane and Cattanach; telephone conference with Otto; email with AGA office	5.7
E	5/14/2015	Continue review of order and implications; attend conference call re: project agreements; review correspondence; telephone conference with Cattanach and Drysdale; draft memo re: 3rd amendment to ND JPA and circulate; prepare for lawsuit update	8.9
E	5/15/2015	Email communication with Cattanach re: Judge's order; telephone conference with Cattanach and Drysdale	2.1
E	5/17/2015	Email communication	1
E	5/18/2015	Prepare for and telephone conference with Rousakis, Godsmark and Costin re: P3; telephone conference with Drysdale, Cattanach and client re: litigation	1.9
E	5/18/2015	Telephone conference with Bruce Spiller; review easement language; meeting with rocky and witness	1
E	5/19/2015	Review brief	0.3
E	5/19/2015	Continue reviewing brief and emails	1.2
E	5/19/2015	Telephone conference with Drysdale, Montplaisir and email	0.4
E	5/20/2015	Receive email; telephone conference with Shockley and communication with Dorsey re: litigation matters	0.5
E	5/20/2015	Communication with Drysdale re: litigation matters	1.8

May 25, 2015

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

Atty	DATE	DESCRIPTION	TIME
E	5/21/2015	Attend administrative advisory board meeting; then revise third amendment to ND JPA and prepare for agenda	2
E	5/21/2015	Communication with Dorsey; calls	1
E	5/22/2015	Conference call re: Century Link matter; communication with Dorsey	1.3
Total Time - ERJ			47.90
Hourly Rate - ERJ \$			204.00
Total Fees - ERJ \$			9771.60
N	5/4/2015	Correspondence re: ND Entities JPA document	0.5
N	5/5/2015	Administrative meeting	1.6
N	5/13/2015	Research & review injunction order Diversion Authority meeting agenda discussion & review of injunction discussion	3.3
N	5/14/2015	Correspondence re: Fire Dept. MOU; Attend Diversion Authority	1.7
N	5/17/2015	Review of correspondence re: JPA	1
N	5/19/2015	Indemnity research	0.5
N	5/20/2015	Correspondence re: Open Records	0.5
N	5/21/2015	Administrative meeting	1.3
Total Time - NJM			10.40
Hourly Rate - NJM \$			178.50
Total Fees - NJM \$			1856.40