

FLOOD DIVERSION AUTHORITY  
FINANCE COMMITTEE  
AGENDA FOR WEDNESDAY, DECEMBER 14, 2016

***Fargo City Commission Chambers***  
**4:00 PM**

1. Call to order
2. Approval of the minutes from the previous meeting Item No. 2
3. Approval of bills Item No. 3
4. Financial update
  - a. Financial reports (Costin) Item No. 4a
  - b. Oxbow lot sales report Item No. 4b
5. PMC Report
  - a. PMC Report (Randy Richardson) Item No. 5a
  - b. Recommended contracting actions (Ty Smith) Item No. 5b
6. Land Acquisition Directive (Eric Dodds) Item No. 6
7. Ernst & Young scope of services (John Shockley) Item No. 7
8. Resolution Authorizing Release of RFP (John Shockley) Item No. 8
9. Other business
10. Next meeting—January 11, 2017
11. Adjournment

cc: Local Media  
Flood Diversion Board of Authority  
CH2M  
AE2S

**FLOOD DIVERSION FINANCE COMMITTEE  
NOVEMBER 29, 2016—4:00 PM**

**1. MEETING TO ORDER**

A meeting of the Flood Diversion Finance Committee was held on Tuesday, November 29, 2016, at 4:00 PM in the Fargo City Commission Chambers, Fargo City Hall, with the following present: Fargo Finance Director Kent Costin; Fargo City Commissioner Tony Gehrig; Fargo City Commissioner Tony Grindberg; Fargo City Mayor Tim Mahoney; Cass County Auditor Mike Montplaisir; Cass County Joint Water Resource District Vice Chairman Rodger Olson; Moorhead City Councilwoman Nancy Otto; Fargo City Assistant Administrator Mike Redlinger; Cass County Commissioner Rick Steen; Cass County Commission Representative Darrell Vanyo; and Moorhead Finance Director Wanda Wagner. Cass County Joint Water Resource District Chairman Mark Brodshaug; and Clay County Auditor/Treasurer Lori Johnson were absent.

Robert Cowen, CH2M; Randy Richardson, CH2M; and John Shockley, Ohnstad Twichell were also present.

**2. APPROVAL OF MINUTES FROM PREVIOUS MEETING**

***MOTION, passed***

**Mr. Steen moved and Ms. Otto seconded to approve the minutes from the November 9, 2016, meeting as presented. Motion carried.**

**3. APPROVAL OF BILLS**

Mr. Costin said there are two legal bills listed for approval.

***MOTION, passed***

**Mr. Redlinger moved and Ms. Otto seconded to approve the bills in the amount of \$76,467.19 and to forward them to the Metro Flood Diversion Authority. On roll call vote, the motion carried unanimously.**

Mr. Montplaisir arrived for the remainder of the meeting.

**4. FY2017 CASH BUDGET**

Robert Cowen of CH2M was present to discuss the proposed FY2017 Cash Budget, which totals \$241,311,231. Mr. Cowen said there is no anticipated U.S. Army Corps of Engineers cost share payment. Other budget highlights include \$100 million for land acquisitions and \$8.8 million for the P3 procurement, which includes \$3 million for P3 proposer stipends (\$1 million for each unsuccessful proposer) and \$804,000 for construction contingencies. The budget has several changes from a previous draft, including several budget reallocations, \$268,000 in additional funding for complementary in-town flood protection, and \$2.5 million in additional funding for litigation.

Mr. Steen asked why the previous draft showed a total of \$1.8 million for debt service, but the current draft shows \$8.1 million. Mr. Costin said when the City of Fargo agreed to contribute additional sales tax proceeds to the project, the approximately \$53 million debt associated with the revenue stream also rolled over to the Diversion Authority.

Mr. Steen asked if the total project amount should be adjusted to reflect the additional

debt. Mr. Montplaisir said the debt is reflected below the line with the maintenance costs on the program budget.

Mr. Cowen said the debt was previously listed above the line in the In-Town Flood Protection line item.

Dr. Mahoney arrived for the remainder of the meeting.

Randy Richardson of CH2M said three levels of detail were presented for the budget, but approval only needs to be given for the high-level summary budget, as that is what has been presented and approved in previous years. If the need arises throughout the course of the year for a budget reallocation, approval will be sought by this committee and the Diversion Authority.

Mr. Redlinger said final budget approval is needed by the Diversion Authority, and the budget will also be shared with member entities for informational purposes.

***MOTION, passed***

**Mr. Montplaisir moved and Ms. Otto seconded to approve the Summary Level FY2017 FM Area Diversion Authority Cash Budget and to forward the recommendation to the Metro Flood Diversion Authority. On roll call vote, the motion carried unanimously.**

**5. RECOMMENDED CONTRACTING ACTION**

Mr. Cowen reviewed the following change order:

Construction Change Orders

- ICS, Inc. Change Order 8 (4<sup>th</sup> Street Pump Station)—reprogram the station's wet well display and add two days to the generator building milestone and substantial completion dates to furnish and install a drain for the generator building fuel storage area in the amount of \$2,386.00.

***MOTION, passed***

**Mr. Redlinger moved and Mr. Vanyo seconded to approve the appropriation of funds for the outlined Change Order and to forward the recommendation to the Metro Flood Diversion Authority. On roll call vote, the motion carried unanimously.**

**6. P3 CONTRACT PROCESS**

Attorney John Shockley gave an overview of P3 activities in 2017, culminating in a commercial close on the successful bid in December of 2017, and a financial close in March of 2018.

Mr. Shockley distributed a draft Form of Waiver of Protest and Design Proposal Preparation Reimbursement Agreement, which waives the right of the unsuccessful proposers to protest in exchange for a reimbursement of design costs incurred, up to \$1 million or 50% of actual costs, whichever is less. Evidence of costs incurred is required.

Mr. Shockley said the agreement is the industry standard for P3 projects; it allows the Diversion Authority to obtain intellectual property rights for designs and provides a sense of security for the proposers that the project is viable. It also eliminates the chance that

unsuccessful bidders may protest the bid process.

Mr. Shockley said this is a budgeted line item in the approved 2017 cash budget. Mr. Shockley recommends approval.

Mr. Grindberg said while he was initially skeptical of the stipend, he has come to view it as a design fee agreement, which will allow the Diversion Authority to retain the value of each bidder's designs, which may ultimately save money. It is part of the standard design process for this type of project.

Mr. Gehrig said perhaps the waiver of protest could be put into the agreement without reimbursement for design fees. The contract could also contain language that intellectual property could be purchased for up to \$1 million if desired. Mr. Gehrig believes that this project has value and successful bids would be obtained without a stipend payment.

Mr. Shockley said he does not believe bidders would sign a waiver of protest without guaranteed monetary compensation as the P3 industry is very cautious and desires confirmation that projects are commercially viable.

Mr. Gehrig said he understands Mr. Shockley's point of view, but respectfully disagrees. The project carries intrinsic value as a demonstration project for the federal government; the high visibility of the project should be enough to entice bidders to perform at an optimal level.

Mr. Costin said he was present for a rating agency meeting, and the rating agencies strongly advised following industry standards.

***MOTION, passed***

**Dr. Mahoney moved and Ms. Otto seconded to approve the Form of Waiver of Protest and Design Proposal Preparation Reimbursement Agreement and to forward the recommendation to the Metro Flood Diversion Authority. Discussion: Dr. Mahoney said the financial advisors to the Diversion Authority have recommended that the industry standards be followed and he strongly supports the motion. On roll call vote, the motion carried with Mr. Montplaisir, Mr. Vanyo, Mr. Costin, Ms. Wagner, Mr. Olson, Ms. Otto, Mr. Steen, Mr. Redlinger, Dr. Mahoney, and Mr. Grindberg voting "Yes"; Mr. Gehrig voting "No".**

**7. PRIVATE ACTIVITY BOND APPLICATION**

Mr. Shockley gave an overview of Private Activity Bonds (PABs). The Diversion Authority has submitted an application for an allocation of PABs from the U.S. Department of Transportation that could be used by the successful P3 proposer. The successful proposer would not be required to use the bonds, but it would reduce their overall cost of finance. A public entity must apply for the funds, but the bonds would be issued by a conduit issuer.

There was additional discussion on the need and availability of future alternative federal funding.

8. **OTHER BUSINESS**

Financial plan

Mr. Costin asked when a comprehensive financial plan will be presented for approval. Mr. Shockley said a financial plan is currently being structured, but due to the size and nature of the project, it is an evolutionary process that will continue to change as details fill in and the P3 process is furthered.

Project overview

Ms. Otto said as new commission and council members of the Diversion Authority member entity boards have recently been elected and are being sworn into office, it would be helpful to hold a comprehensive project overview meeting to review the project history and timeline, the P3 process, and financing of the project.

9. **NEXT MEETING**

The next meeting will be held on December 14<sup>th</sup>, at 4:00 PM.

10. **ADJOURNMENT**

***MOTION, passed***

**On motion by Dr. Mahoney, seconded by Mr. Montplaisir and all in favor, the meeting was adjourned at 5:19 PM.**

## Finance Committee Bills through December 7, 2016

Vendor	Description		
Dorsey & Whitney LLP	Legal services rendered through October 31, 2016	\$	148,073.13
Dorsey & Whitney LLP	Legal services rendered through November 30, 2016	\$	143,293.80
Gray Pannell & Woodward LLP	Legal services rendered as co-bond counsel	\$	87,500.00
Cass County Joint Water Resource District	Diversion bills	\$	1,845,429.10
Ohnstad Twichell, P.C.	Professional services rendered	\$	107,214.99
ND Water Users Association	Membership dues	\$	5,000.00
Erik R. Johnson & Associates, Ltd.	Legal services rendered through November 25, 2016	\$	4,464.99
Total Bills Received through December 7, 2016		\$	2,340,976.01



MINNEAPOLIS OFFICE  
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

November 17, 2016  
Invoice No. 3317026

RECEIVED  
DATE 11-28-16

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

For Legal Services Rendered Through October 31, 2016

INVOICE TOTAL

Total For Current Legal Fees	\$146,522.50
Total For Current Disbursements and Service Charges	\$1,550.63
<b>Total For Current Invoice</b>	<b>\$148,073.13</b>
<b>Summary of Account</b>	
*Prior Balance Due	\$71,057.74
Total Amount Due	\$219,130.87

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

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

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

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

(This account is only for Wire/ACH payments)  
ABA Routing Number: 091000022  
Account Number: 1047-8339-8282  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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

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



Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

November 28, 2016

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

**Re: Red River Diversion Project**

Dear Kent:

I am enclosing a Summary Invoice dated November 17, 2016 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through October 31, 2016 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

A handwritten signature in black ink, appearing to be "Erik R. Johnson".

Erik R. Johnson

ERJ/lmw  
Enclosure  
cc: Bruce Grubb







October 1, 2016

Dear Client,

Effective October 1, 2016, the standard billing rates for many Dorsey lawyers are increasing. The Firm median standard billing rate increase for attorneys across all of our offices and practice areas is 3.8%. In addition, associates may have a rate increase reflecting their class-year promotion. The actual change in billing rates for timekeepers working on your specific matters is likely to vary from the median. This increase may or may not apply to specific engagements you have with the Firm.

Dorsey's domestic average lawyer billing rates have historically been among the lowest for firms of our size and caliber. We pride ourselves on delivering value to our clients and believe that our rates are very competitive with peer firms in our offices' locations. We strive to continue being one of the best values among law firms of our size.

As you know, billing rates are just one component contributing to legal fees. We have provided, and will continue to provide, our services to you in the most effective and efficient manner befitting the engagement. Our careful approach to staffing and our thoughtful consideration of your needs will continue to reflect our efforts to provide you with effective, high quality and value-added legal services.

We are notifying you of this change as part of our normal custom and practice with respect to periodic billing rate increases.

We are very thankful for our relationship and look forward to continuing to assist you with your current and future legal needs. We would be happy to discuss any aspect of this letter with you at your convenience.

Sincerely,

Dorsey & Whitney LLP



MINNEAPOLIS OFFICE  
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

**RECEIVED**  
BY \_\_\_\_\_ DATE 12-7-16

December 5, 2016  
Invoice No. 3319798

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

For Legal Services Rendered Through November 30, 2016

**INVOICE TOTAL**

Total For Current Legal Fees	\$142,521.50
Total For Current Disbursements and Service Charges	\$772.30
<b>Total For Current Invoice</b>	<b>\$143,293.80</b>
<b>Summary of Account</b>	
*Prior Balance Due	\$148,073.13
Total Amount Due	\$291,366.93

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

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

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

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

(This account is only for Wire/ACH payments)  
ABA Routing Number: 09100022  
Account Number: 1047-8339-8282  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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

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



Office of the City Attorney

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City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

December 7, 2016

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

**Re: Red River Diversion Project**

Dear Kent:

I am enclosing a Summary Invoice dated December 5, 2016 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through November 30, 2016 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

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

Erik R. Johnson

ERJ/lmw  
Enclosure  
cc: Bruce Grubb



**GRAY PANNELL & WOODWARD**  
Attorneys at Law

LLP

The Realty Building  
24 Drayton Street, Suite 1000  
Savannah, GA 31401  
(912) 443-4040

One Buckhead Plaza  
3060 Peachtree Road, N.W., Suite 730  
Atlanta, GA 30305  
(404) 480-8899

gpwlawfirm.com

#12345-24

October 14, 2016

City of Fargo  
c/o Kent Costin  
Director of Finance  
200 Third Street North  
Fargo, North Dakota 58102

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RE: \$50,000,000 CITY OF FARGO, NORTH DAKOTA TAX EXEMPT –  
DIRECT FUNDED LOAN AND \$50,000,000 CITY OF FARGO, NORTH  
DAKOTA TEMPORARY SALES TAX REVENUE NOTE OF 2016

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For legal services rendered in acting as co-bond counsel, in association with Erik R. Johnson & Associates, Ltd., in connection with the issuance of the above referenced loans and notes on September 9, 2016, including participation in the preparation of resolutions, closing documents, and the notes; review of other documents including documents associated with Cass County loans of \$50 million each; rendering our co-bond counsel opinions; rendering local counsel opinion; and participation in conference calls, including all disbursements, as follows:

Fee of Gray Pannell & Woodward LLP .....\$74,500.00  
Fee of Erik R. Johnson and Associates Ltd. ....12,500.00

Amount Due:

Fees: .....\$87,000.00  
Disbursements\* ..... 500.00

Total Amount Due:.....\$87,500.00

Remittance to:

Gray Pannell & Woodward LLP  
24 Drayton Street, Suite 1000  
Savannah, Georgia 31401

*\*Includes production of documents, binding of closing transcripts, copying, delivery, travel, and all other out-of-pocket expenses. Fargo will not be responsible for any expenses which exceed this estimated amount nor will any refund be made if actual expenses are less than the estimated amount.*



Cass County  
Joint Water  
Resource  
District

November 30, 2016

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

Mark Brodshaug  
Chairman  
West Fargo, North Dakota

Greetings:

Rodger Olson  
Manager  
Leonard, North Dakota

RE: Metro Flood Diversion Project  
DPAC  
Oxbow-Hickson-Bakke Ring Levee Project

Dan Jacobson  
Manager  
West Fargo, North Dakota

Enclosed please find copies of bills totaling \$1,845,429.10 regarding the above referenced projects. The breakdown is as follows:

Ken Loughheed  
Manager  
Gardner, North Dakota

Metro Flood Diversion	\$ 233,982.20
DPAC	211.50
Oxbow-Hickson-Bakke Ring Levee	1,611,235.40

Jacob Gust  
Manager  
Fargo, North Dakota

At this time, we respectfully request 100% reimbursement as per the Joint Powers Agreement between the City of Fargo, Cass County and Cass County Joint Water Resource District dated June 1, 2015.

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis  
Secretary-Treasurer

Carol Harbeke Lewis  
Secretary-Treasurer

Enclosures

1201 Main Avenue West  
West Fargo, ND 58078-1301

701-298-2381  
FAX 701-298-2397  
[wrđ@casscountynd.gov](mailto:wrđ@casscountynd.gov)  
[casscountygov.com](http://casscountygov.com)

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

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
11/21/2016	10/26/2016	14100	19115	11,798.20	Moore Engineering, Inc.	P3 Evaluation Team Member Services
11/10/2016	11/2/2016	NDFE-11022016		2,750.00	Steven J. Herzog	Flowage Easement Consultation
11/10/2016	11/10/2016			469,874.00	The Title Company	Ustad property purchase
11/18/2016	11/18/2016			(250,440.00)	Cass County Clerk of District Court	Return check
<b>Total</b>				<b>233,982.20</b>		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
11/21/2016	10/31/2016	50325	P11473-2012-000	211.50	AE2S	Financial services - development and implementation
<b>Total</b>				<b>211.50</b>		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
11/3/2016	11/2/2016				177,698.66	The Title Company	Goldsmith property purchase
11/3/2016	11/2/2016				26,979.10	The Title Company	Goldsmith replacement property
11/11/2016	11/8/2016				316,599.40	The Title Company	Leake property purchase
11/10/2016	10/27/2016	217767			250.00	The Title Company	783 Riverbend Road escrow set up fee
11/16/2016	10/26/2016	1572			9,500.00	American Enterprises Inc.	Winterizing Oxbow homes on Schnell and Riverbend Dr
11/10/16	10/29/16	5559			893.70	Sentry Security, Inc.	security patrol Services
11/18/2016	11/7/2016			20 invoices	1,109.27	Cass County Electric Cooperative	Service to various addresses
11/21/2016	11/21/2016				24,536.74	Michael T. Bindas	Additional replacement housing
11/30/2016	11/30/2016				930,928.53	The Title Company	Menze property purchase
11/30/2016	11/23/2016				122,740.00	Jerry and Ellen Kautzman	replacement property
<b>Total</b>				<b>Total</b>	<b>1,611,235.40</b>		

**Total** 0.00

**Grand Total** 1,845,429.10

**OHNSTAD TWICHELL, P.C.**  
**ATTORNEYS AT LAW**

**15-1395 JTS Invoice # 146496**  
**Flood Diversion Board**  
**Bond Counsel Work – PPP**

901 13TH AVENUE EAST, P.O. BOX 458  
WEST FARGO, ND 58078-0458  
(701) 282-3249

DATE: December 5, 2016

To: **Flood Diversion Board**  
**PO Box 2806**  
**Fargo, ND 58108-2806**

AMOUNT REMITTED \$ \_\_\_\_\_

Please detach. Return upper portion with your payment.  
Payments received after the statement date will be reflected on next month's statement. Thank you.

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**PROFESSIONAL SERVICES RENDERED**

**15-1395 JTS Invoice #146496 Flood Diversion Board Bond Counsel Work – PPP Research 1**

<b>Attorney</b>	<b>Hours</b>	<b>Rate</b>	<b>Fees</b>
JTS	135.7	\$290.00	\$39,353.00
CMM	4.4	\$290.00	\$1,276.00
SNW	.4	\$250.00	\$100.00
KJB	97.1	\$225.00	\$21,847.50
TJL	104.2	\$175.00	\$18,235.00
LWC	6.3	\$150.00	\$945.00
CBC	86.5	\$150.00	\$12,975.00
AJM	94.5	\$125.00	\$11,812.50
<b>Total</b>	<b>529.1</b>		<b>\$106,544.00</b>
<b>Expenses:</b>			
AT & T Conference Calls			\$129.20
Westlaw			\$500.00
Postage-UPS			\$41.79
<b>Grand Total</b>			<b>\$107,214.99</b>

\* Drafting of documents and work streams related to financing, P3, and joint powers agreements.

	<b>Hourly Rate</b>
JTS - John T. Shockley, Partner, Supervising Attorney	\$290.00
CMM - Christopher M. McShane, Partner	\$290.00
SNW –Sarah M. Wear, Associate	\$250.00
KJB - Katie J. Bertsch, Associate	\$225.00
TJL – Tyler J. Leverington, Associate	\$175.00
LWC – Luke W. Croaker, Associate	\$150.00
CBC – Calley B. Campbell, Associate	\$150.00
AJM - Andrea J. Murphy, Paralegal	\$125.00

**North Dakota Water Users Association**

P.O. Box 2254  
Bismarck, North Dakota 58502  
(701) 223-4615

*DEDICATED TO THE PROTECTION, DEVELOPMENT, AND  
MANAGEMENT OF NORTH DAKOTA'S WATER RESOURCES*

**MEMBERSHIP DUES  
STATEMENT**

DARRELL VANYO  
F-M AREA DIVERSION AUTHORITY  
PO BOX 2806  
FARGO ND 58108

**DATE DUE:** January 1, 2017

<u>COUNTY</u>	<u>MEMBERSHIP CLASSIFICATION</u>	<u>AMOUNT DUE</u>
CASS	SUSTAINING MEMBER	\$5,000.00

The portion of dues paid to the North Dakota Water Users Association,  
which is attributable to lobbying activities, is 5% or less.

(Please mark address corrections)

DARRELL VANYO  
F-M AREA DIVERSION AUTHORITY  
PO BOX 2806  
FARGO ND 58108

Please return this portion with your check  
payable to ND Water Users Association.

Mail remittance to:  
North Dakota Water Users Association  
P.O. Box 2254  
Bismarck, ND 58502

Amount Due: \$5,000.00

County: CASS

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_



Erik R. Johnson & Associates, Ltd.  
*Attorneys at Law*

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

Invoice No. 2494

RE: Metro Flood Project-General Legal Matters

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**For Legal Services Rendered Through November 25, 2016**

**INVOICE TOTAL**

Total for Current Legal Fees \$4407.40

Total for Current Disbursements and Service Charges \$57.59

**Total for Current Invoice** **\$4464.99**

**Summary of Account**

\*Prior Balance Due \$7436.90 <sup>PO.</sup>

Total Amount Due \$11,901.89

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

We appreciate your business.

*Erik R. Johnson & Associates, Ltd*

*Attorneys at Law*

*Erik R. Johnson - Nancy J. Morris*

*505 Broadway - Suite 206*

*Fargo, ND 58102*

*(701) 280-1901*

*Invoice*

City of Fargo -- Auditor's Office

Attn: Kent Costin

200 North 3rd Street

Fargo, ND 58102

Date	11/25/2016
Invoice #	2494

Description	Qty	Rate	Amount
METRO FLOOD PROJECT -- GENERAL LEGAL MATTERS: Erik Johnson-Oct 26 thru Nov 25, 2016-itemization enclosed	16.9	211.00	3,565.90
Nancy J. Morris-Oct 26 thru Nov 25, 2016-itemization enclosed	4.5	187.00	841.50
ND Telephone Co. - Conference Call re Diversion Authority		57.59	57.59
<i>We appreciate your business.</i>			<b>TOTAL: \$4,464.99</b>

FM Metropolitan Area Flood Risk Management Project  
 Fiscal Accountability Report Design Phase (Fund 790)  
 As of 11/30/2016

	2011	2012	2013	2014	2015	2016	Cumulative Totals
<b>Revenues</b>							
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	34,124,423	96,976,707
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	109,019,933	171,872,217
State Water Commission			3,782,215	602,918	31,056,740	97,416,162	132,858,035
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,337,173)	630,000
Reimbursements						33,879	33,879
Lease/Rental Payments			17,358	154,180	180,341	260,806	612,685
Asset Sales				616,774	315,892	175,190	1,107,856
Miscellaneous			226	626	427		1,279
<b>Total Revenues</b>	<b>984,751</b>	<b>17,005,957</b>	<b>19,517,490</b>	<b>44,425,900</b>	<b>94,465,340</b>	<b>227,693,220</b>	<b>404,092,658</b>

**Expenditures**

7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	51,929,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	522,791	1,490,273
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,533,911	25,049,498
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	6,994,699	27,673,157
7925 WIK - Recreation		163,223				-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	44,812,361	124,429,616
7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566	2,176,989
7940 WIK Mitigation - North Dakota				587,180		-	587,180
7941 WIK Mitigation - Minnesota						-	-
7950 Construction - North Dakota				1,738,638	19,269,055	40,392,597	61,400,290
7951 Construction - Minnesota						-	-
7952 Construction - O/H/B				11,282,504	5,044,001	776,720	17,103,225
7955 Construction Management				556,209	2,867,422	4,531,558	7,955,189
7990 Project Financing		50,000	70,000	216,376	566,600	4,805,709	5,708,685
7995 Project Eligible - Off Formula Costs						-	-
7999 Non Federal Participating Costs	116					-	116
<b>Total Expenditures</b>	<b>984,750</b>	<b>17,005,957</b>	<b>11,990,261</b>	<b>45,324,414</b>	<b>95,896,147</b>	<b>154,464,912</b>	<b>325,666,441</b>

**FM Metropolitan Area Flood Risk Management Project**  
**Statement of Net Position**  
**November 30, 2016**

	<u>Amount</u>
<b>Assets</b>	
Cash	\$ 75,865,213
Receivables	
State Water Commission *	3,623,875
Proceeds from Oxbow Lot Sales	<u>2,383,317</u>
<b>Total assets</b>	<u><b>81,872,405</b></u>
<b>Liabilities</b>	
Vouchers payable	-
Retainage payable	<u>3,446,189</u>
<b>Total liabilities</b>	<u><b>3,446,189</b></u>
<b>NET POSITION</b>	<u><u><b>\$ 78,426,216</b></u></u>

\* Receivable balance is as of 10.31.2016

FM Metropolitan Area Flood Risk Management Project  
FY 2016 Summary Budget Report ( In Thousands)  
As of 30 November 2016

	FY 2016 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
<b>Revenue Sources</b>						
City of Fargo	39,375	1,694	34,124			5,251
Cass County	39,375		109,020			(69,645)
State of ND - 50 % Match	40,100	2,997	40,820			(720)
State of ND - 100% Match	109,900	627	56,597			53,303
State of Minnesota	-					-
Other Agencies	8,750		(13,337)			22,087
Financing Proceeds	-					-
Reimbursements	-		34			(34)
Sales of Assets	-		175			(175)
Property Income	-	3	261			(261)
Miscellaneous	-					-
<b>Total Revenue Sources</b>	<b>237,500</b>	<b>5,320</b>	<b>227,693</b>	<b>-</b>	<b>-</b>	<b>9,807</b>
<b>Funds Appropriated</b>						
Army Corp Local Share	47,279	-	47,279		-	-
Management Oversight	11,340	68	12,049	106%	5,693	(6,403)
Technical Activities	7,910	174	2,534	32%	3,124	2,252
Land Acquisitions	81,212	7,170	46,628	57%	20,684	13,900
Construction	85,999	2,077	41,169	48%	12,749	32,080
Mitigation	2,200				366	1,834
Other Costs	1,560	898	4,806	308%	989	(4,235)
<b>Total Appropriations</b>	<b>237,500</b>	<b>10,386</b>	<b>154,465</b>	<b>65%</b>	<b>43,606</b>	<b>39,429</b>

FM Metropolitan Area Flood Risk Management Project  
Summary of Expenses  
November 2016

Account_Number	CheckDate	Check_Number	Vendor_Name	Transaction_Amount	Expense_Description	Project_Number	Project_Description
790-0000-206.10-00	11/30/2016	273418	INDUSTRIAL CONTRACT SERVICES INC	\$ 123,995.16	Vendor Retainage	V02805	PUMP STATION & FLOODWALL
790-0000-206.10-00	11/30/2016	273466	REINER CONTRACTING INC	\$ 73,868.21	Pay Retainage	V02817	EL ZAGEL - PHASE 2
Total - Retainage Paid				\$ 197,863.37			
790-7910-429.33-20	11/30/2016	JB11160037	CITY OF FARGO-AUDITORS OFFICE	\$ 620.00	CHARGE FOR COF TIME-11/16	V00102	General & Admin. WIK
Total WIK - General and Admin. - Accounting Office				\$ 620.00			
790-7910-429.33-25	11/9/2016	272857	OXBOW, CITY OF	\$ 3,600.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
790-7910-429.33-25	11/9/2016	272857	OXBOW, CITY OF	\$ 3,225.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
Total WIK - General and Admin. - Legal Services				\$ 6,825.00			
790-7910-429.38-68	11/3/2016	586	P CARD BMO	\$ 3,500.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
Total WIK - General and Admin. -				\$ 3,500.00			
790-7915-429.33-05	11/9/2016	272899	URS CORPORATION	\$ 22,659.14	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
790-7915-429.33-05	11/9/2016	272857	OXBOW, CITY OF	\$ 1,790.00	MOORE ENGINEERING, INC.	V02402	OXBOW MOU-PRELIM ENGINRNG
790-7915-429.33-05	11/9/2016	272857	OXBOW, CITY OF	\$ 1,563.13	MOORE ENGINEERING, INC.	V02403	OXBOW MOU-CONCEPT LAYOUTS
790-7915-429.33-05	11/9/2016	272857	OXBOW, CITY OF	\$ 450.90	MOORE ENGINEERING, INC.	V02420	OXBOW MOU-MOORE ENG TO #6
790-7915-429.33-05	11/23/2016	273342	URS CORPORATION	\$ 3,639.63	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
790-7915-429.33-05	11/30/2016	273416	HOUSTON-MOORE GROUP LLC	\$ 2,787.63	WORK-IN-KIND	V01608	CULTURAL RESOURCES INVEST
790-7915-429.33-05	11/30/2016	273416	HOUSTON-MOORE GROUP LLC	\$ 97,058.75	HYDROLOGY/HYDRAULIC MODEL	V01609	HYDROLOGY/HYDRAULIC MODEL
790-7915-429.33-05	11/30/2016	273416	HOUSTON-MOORE GROUP LLC	\$ 43,925.06	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
Total WIK - Project Design - Engineering Services				\$ 173,874.24			
790-7920-429.33-79	11/9/2016	272857	OXBOW, CITY OF	\$ 3,676.45	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
Total WIK - Construction Management - Construction Management				\$ 3,676.45			
790-7930-429.33-05	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 3,357.50	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
790-7930-429.33-05	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 34,127.51	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
790-7930-429.33-05	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 13,594.32	ULTEIG ENGINEERS	V01203	Cass Joint Water OHB
790-7930-429.33-05	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 747.50	MOORE ENGINEERING, INC	V01203	Cass Joint Water OHB
790-7930-429.33-05	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 552.00	AE2S	V01202	Cass Joint Water DPAC
790-7930-429.33-05	11/16/2016	273115	CASS COUNTY JOINT WATER RESOURCE DI	\$ 23,173.60	PROSOURCE TECHNOLOGIES, L	V01203	Cass Joint Water OHB
790-7930-429.33-05	11/30/2016	273416	HOUSTON-MOORE GROUP LLC	\$ 7,564.90	UTILITIES DESIGN	V01610	UTILITIES DESIGN
790-7930-429.33-05	11/30/2016	273416	HOUSTON-MOORE GROUP LLC	\$ 261.00	DESIGN OF WORK PACKAGE	V01618	WP28 - CR-16/CR-17 BRIDGE
Total LERRDS - North Dakota - Engineering Services				\$ 83,378.33			
790-7930-429.33-25	11/3/2016	586	P CARD BMO	\$ 109,223.91	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal
790-7930-429.33-25	11/16/2016	272977	ERIK R JOHNSON & ASSOCIATES	\$ 261.80	OCT LEGAL SERVICES	V00103	General & Admin. LERRDS
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,566.00	HOUSTON TWICHELL, P.C.	V01202	Cass Joint Water DPAC
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,043.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 2,106.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 2,818.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 16,025.38	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 31,292.49	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 2,268.36	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 7,020.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 807.00	OHNSTAD TWICHELL, P.C.	V02807	CASS JOINT WATER IN-TOWN
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,696.30	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 10,733.54	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 4,466.57	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB

FM Metropolitan Area Flood Risk Management Project  
Summary of Expenses  
November 2016

Account_Number	CheckDate	Check_Number	Vendor_Name	Transaction_Amount	Expense_Description	Project_Number	Project_Description
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 75.00	OHNSTAD TWICHELL, P.C.	V02807	CASS JOINT WATER IN-TOWN
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,933.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 2,837.00	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 7,917.00	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 3,663.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 2,009.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,350.00	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 40,484.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 10,839.61	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 18.00	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,042.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,224.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 8,182.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,089.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,221.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Legal Services				\$ 275,213.46			
790-7930-429.33-79	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 101,280.17	CH2M HILL ENGINEERS, INC	V02807	CASS JOINT WATER IN-TOWN
790-7930-429.33-79	11/16/2016	273115	CASS COUNTY JOINT WATER RESOURCE DI	\$ 28,566.20	CH2M HILL	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Construction Management				\$ 129,846.37			
790-7930-429.38-61	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 947.43	SENTRY SECURITY, INC	V01203	Cass Joint Water OHB
790-7930-429.38-61	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 459.27	SENTRY SECURITY, INC	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Security Services				\$ 1,406.70			
790-7930-429.38-99	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 525.00	JAKEN CONSULTING ENGINEER	V01201	Cass Joint Water ROE
790-7930-429.38-99	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 150.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Other Services				\$ 675.00			
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 30.92	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 42.47	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 39.28	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 33.53	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 55.49	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 24.31	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 240.16	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 31.38	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 37.15	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 28.16	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 46.87	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 41.74	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 34.94	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 96.62	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 35.00	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 41.40	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 38.74	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 53.24	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 29.80	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 160.92	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN

FM Metropolitan Area Flood Risk Management Project  
Summary of Expenses  
November 2016

Account_Number	CheckDate	Check_Number	Vendor_Name	Transaction_Amount	Expense_Description	Project_Number	Project_Description
Total LERRDS - North Dakota - Electricity				\$ 1,142.12			
790-7930-429.67-11	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,163,752.00	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
790-7930-429.67-11	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 754,231.97	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
790-7930-429.67-11	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 3,099.00	THE APARTMENT MOVERS, INC	V02411	OXBOW MOU-RESIDENT RLCTN
790-7930-429.67-11	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 37.24	CURTIS AND MARY HAKANSON	V02411	OXBOW MOU-RESIDENT RLCTN
790-7930-429.67-11	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 510,523.70	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
790-7930-429.67-11	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 497,952.00	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
Total LERRDS - North Dakota - Residential Buildings				\$ 2,929,595.91			
790-7930-429.67-12	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 508,675.54	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
Total LERRDS - North Dakota - Commercial Buildings				\$ 508,675.54			
790-7930-429.71-30	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 520,000.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 432,997.62	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 178,134.82	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 197,400.69	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 369,277.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Land Purchases				\$ 1,697,810.13			
790-7930-429.80-17	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 2,312.43	TAX PENALTY	V01703	ND LAND PURCH - IN TOWN
790-7930-429.80-17	11/1/2016	41586	CITY OF FARGO-AUDITORS OFFICE	\$ (2,802.95)	REF OVPMT OF 15 PROP TAX	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Property Tax - FMDA Total				\$ (490.52)			
790-7931-429.71-31	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 1,542,370.79	THE TITLE COMPANY	V02301	MN LAND PURCHASES
Total LERRDS - Minnesota - Easements Total				\$ 1,542,370.79			
790-7950-429.73-52	11/9/2016	272781	HOUGH INCORPORATED	\$ 724,278.03	FLOOD CONTROL 2 ST S	V02821	2ND ST S FLOOD CONTROL
790-7950-429.73-52	11/30/2016	273418	INDUSTRIAL CONTRACT SERVICES INC	\$ 655,957.24	4 ST PUMP STATION	V02805	PUMP STATION & FLOODWALL
790-7950-429.73-52	11/30/2016	273417	INDUSTRIAL BUILDERS INC	\$ 584,797.63	PAY #13-2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
790-7950-429.73-52	11/30/2016	273466	REINER CONTRACTING INC	\$ 84,204.47	EL ZAGAL PHASE 2	V02817	EL ZAGEL - PHASE 2
Total ND Construction - Flood Control				\$ 2,049,237.37			
790-7950-429.73-70	11/1/2016	JB10160050	CITY OF FARGO-AUDITORS OFFICE	\$ (3.00)	COF FIBER RELOCATE COSTS	V02808	COF REROUTE FIBER OPTIC
Total ND Construction - Utilities				\$ (3.00)			
790-7952-429.33-05	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 7,008.20	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
Total O/H/B Construction - Engineering Services				\$ 7,008.20			
790-7952-429.33-79	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 19,500.00	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
Total O/H/B Construction - Construction Management				\$ 19,500.00			
790-7952-429.57-60	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 210.45	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
790-7952-429.57-60	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 310.25	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
790-7952-429.57-60	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 153.60	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
790-7952-429.57-60	11/16/2016	272961	CASS COUNTY JOINT WATER RESOURCE DI	\$ 153.60	OXBOW GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
Total O/H/B Construction - Out of State Travel Exp.				\$ 827.90			
790-7955-429.33-05	11/16/2016	273115	CASS COUNTY JOINT WATER RESOURCE DI	\$ 4,149.50	HOUSTON-MOORE GROUP	V01203	Cass Joint Water OHB
Total Construction Management - Engineering Services				\$ 4,149.50			
790-7955-429.33-06	11/9/2016	272892	TERRACON CONSULTING ENGINEERS	\$ 14,528.28	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
790-7955-429.33-06	11/16/2016	273093	TERRACON CONSULTING ENGINEERS	\$ 17,626.05	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
790-7955-429.33-06	11/16/2016	273093	TERRACON CONSULTING ENGINEERS	\$ 5,879.05	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
790-7955-429.33-06	11/30/2016	273477	TERRACON CONSULTING ENGINEERS	\$ 4,916.45	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING



FM Metropolitan Area Flood Risk Management Project  
 Summary of Expenses  
 November 2016

Account_Number	CheckDate	Check_Number	Vendor_Name	Transaction_Amount	Expense_Description	Project_Number	Project_Description
Total Construction Management - Quality Testing				\$ 42,949.83			
790-7955-429.33-79	11/16/2016	273115	CASS COUNTY JOINT WATER RESOURCE DI	\$ 6,700.00	CH2M HILL	V01203	Cass Joint Water OHB
Total Construction Management - Construction Management				\$ 6,700.00			
790-7990-429.33-25	11/16/2016	272950	ASHURST LLP	\$ 276,345.81	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
Total Project Financing - Legal Services				\$ 276,345.81			
790-7990-429.34-55	11/9/2016	272807	JP MORGAN CHASE-LOCKBOX PROCESSING	\$ 202,484.45	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	11/9/2016	272807	JP MORGAN CHASE-LOCKBOX PROCESSING	\$ 251,124.96	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	11/16/2016	273089	SPRINGSTED INCORPORATED	\$ 33,981.08	FINANCIAL ANALYSIS	V03101	FINANCIAL ADVISORY SERVC
790-7990-429.34-55	11/23/2016	273125	AON RISK SERVICES CENTRAL, INC	\$ 37,844.45	RIST ADVISORY SERVICES	V03201	PRE-AWARD P3 RISK ADVISOR
Total Project Financing - Financial Advisor				\$ 525,434.94			
790-7990-520.80-20	11/9/2016	272734	CASS COUNTY TREASURER	\$ 60,617.33	WELLS FARGO LOAN INT PMT	V02904	\$100M CASS WELLS FAR ADVN
790-7990-520.80-20	11/9/2016	JB11160015	CITY OF FARGO-AUDITORS OFFICE	\$ 35,198.96	11.1.16 WF INTEREST PMT	V02903	\$100M COF WELLS FAR ADVNC
Total Project Financing - Interest on Bonds				\$ 95,816.29			
TOTAL EXPENSES				\$ 10,583,949.73			
				\$ 197,863.37	Retainage Paid		
				\$ 10,386,086.36	Total less Retainage Paid		

FM Metropolitan Area Flood Risk Management Project  
Cumulative Vendor Payments Since Inception  
As of November 30, 2016

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 148,671,195.66	\$ 123,801,124.58	\$ 24,870,071.08	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
ARMY CORP OF ENGINEERS	\$ 51,929,000.00	\$ 51,929,000.00	\$ -	Local Share
INDUSTRIAL BUILDERS INC	\$ 39,748,049.75	\$ 35,236,132.89	\$ 4,511,916.86	2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC	\$ 33,948,268.10	\$ 29,133,202.68	\$ 4,815,065.42	Engineering Services
CH2M HILL ENGINEERS INC	\$ 26,482,819.01	\$ 24,088,131.76	\$ 2,394,687.25	Project & Construction Management
INDUSTRIAL CONTRACT SERVICES I	\$ 17,568,371.39	\$ 16,175,870.20	\$ 1,392,501.19	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	\$ 15,365,362.68	\$ 14,643,444.45	\$ 721,918.23	(blank)
DORSEY & WHITNEY LLP	\$ 3,403,066.76	\$ 3,403,066.76	\$ -	Legal Services
CENTURYLINK	\$ 2,586,742.00	\$ 2,586,742.00	\$ -	Utility Relocation
MINNESOTA DNR	\$ 2,325,472.35	\$ 2,325,472.35	\$ -	EIS Scoping
LANDWEHR CONSTRUCTION INC	\$ 2,079,376.59	\$ 2,048,267.31	\$ 31,109.28	In-Town Demolition Contracts
ASHURST LLP	\$ 1,979,133.70	\$ 1,744,838.81	\$ 234,294.89	PPP Legal Counsel
URS CORPORATION	\$ 1,922,118.42	\$ 1,696,631.02	\$ 225,487.40	Engineering Services
CONSOLIDATED COMMUNICATIONS	\$ 1,732,568.75	\$ 1,024,584.87	\$ 707,983.88	Utility Relocation
KENNELLY & OKEEFFE	\$ 1,729,110.56	\$ 1,729,110.56	\$ -	Home Buyouts
JP MORGAN CHASE-LOCKBOX PROCES	\$ 1,677,000.00	\$ 1,359,988.40	\$ 317,011.60	Financial Advisor
HOUGH INCORPORATED	\$ 1,603,259.25	\$ 1,215,633.53	\$ 387,625.72	2nd Street South Flood Control
REINER CONTRACTING INC	\$ 1,601,366.99	\$ 1,561,466.36	\$ 39,900.63	El Zagal Flood Risk Management
ACONEX (NORTH AMERICA) INC	\$ 1,322,146.00	\$ 306,856.00	\$ 1,015,290.00	Electronic Data Mgmt and Record Storage System
CITY OF FARGO	\$ 994,110.18	\$ 949,135.29	\$ 44,974.89	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
XCEL ENERGY	\$ 908,800.84	\$ 174,255.08	\$ 734,545.76	Utility Relocation
TERRACON CONSULTING ENGINEERS	\$ 774,990.00	\$ 658,812.67	\$ 116,177.33	Materials Testing
CASS COUNTY TREASURER	\$ 765,481.41	\$ 691,446.01	\$ 74,035.40	Property Taxes and Bank Loan Advance DS Payments
OHNSTAD TWICHELL PC	\$ 712,764.90	\$ 712,764.90	\$ -	ROE and Bonding Legal Fees
MOORE ENGINEERING INC	\$ 662,468.17	\$ 662,468.17	\$ -	Engineering Services
US BANK	\$ 626,849.03	\$ 626,849.03	\$ -	Loan Advance Debt Service Payments
DUCKS UNLIMITED	\$ 587,180.00	\$ 587,180.00	\$ -	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	\$ 576,669.57	\$ 576,669.57	\$ -	Engineering Services
ERIK R JOHNSON & ASSOCIATES	\$ 506,445.80	\$ 501,036.35	\$ 5,409.45	Legal Services
RED RIVER BASIN COMMISSION	\$ 500,000.00	\$ 500,000.00	\$ -	Retention Projects - Engineering Services
NORTHERN TITLE CO	\$ 484,016.00	\$ 484,016.00	\$ -	Land Purchases
AT & T	\$ 444,166.14	\$ 444,166.14	\$ -	Utility Relocation
702 COMMUNICATIONS	\$ 326,243.91	\$ 266,892.07	\$ 59,351.84	Utility Relocation
BUFFALO-RED RIVER WATERSHED DI	\$ 220,768.00	\$ -	\$ 220,768.00	Retention Projects - Engineering Services
ROBERT TRENT JONES	\$ 200,000.00	\$ 200,000.00	\$ -	Oxbow MOU - Golf Course Consulting Agreement
AON RISK SERVICES CENTRAL, INC	\$ 150,000.00	\$ 37,844.45	\$ 112,155.55	P3 Risk Advisory Services
CABLE ONE (FARGO)	\$ 148,511.37	\$ -	\$ 148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	\$ 146,460.00	\$ 146,460.00	\$ -	Financial Advisor
BOIS DE SIOUX WATERSHED DISTRI	\$ 145,380.00	\$ -	\$ 145,380.00	Retention Projects - Engineering Services
NDSU BUSINESS OFFICE-BOX 6050	\$ 135,167.00	\$ 135,167.00	\$ -	Ag Risk Study Services
AT&T NETWORK OPERATIONS	\$ 125,238.30	\$ 125,238.30	\$ -	Utility Relocation
ENVENTIS	\$ 115,685.62	\$ 115,685.62	\$ -	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	\$ 111,000.00	\$ 70,438.32	\$ 40,561.68	Engineering Services
FREDRIKSON & BYRON, PA	\$ 105,522.08	\$ 77,262.88	\$ 28,259.20	Lobbying Services

FM Metropolitan Area Flood Risk Management Project  
Cumulative Vendor Payments Since Inception  
As of November 30, 2016

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
UNITED STATES GEOLOGICAL SURVEY	\$ 104,600.00	\$ 104,600.00	\$ -	Water Level Discharge Collection
PROSOURCE TECHNOLOGIES, INC	\$ 100,000.00	\$ 8,324.94	\$ 91,675.06	Vibrating Wire Piezometer Equipment
ULTEIG ENGINEERS INC	\$ 100,000.00	\$ -	\$ 100,000.00	Engineering Services
BRAUN INTERTEC CORP	\$ 90,210.00	\$ 77,629.00	\$ 12,581.00	Quality Testing
EL ZAGAL TEMPLE HOLDING CO	\$ 76,000.00	\$ 76,000.00	\$ -	Easement Purchase for El Zagal Levee
SPRINGSTED INCORPORATED	\$ 74,301.85	\$ 74,301.85	\$ -	Financial Advisor
CENTURYLINK ASSET ACCOUNTING-B	\$ 74,195.92	\$ 74,195.92	\$ -	Utility Relocation
GRAY PANNELL & WOODWARD LLP	\$ 66,300.68	\$ 66,300.68	\$ -	Legal Services
NIXON PEABODY LLC	\$ 60,000.00	\$ 60,000.00	\$ -	Legal Services
IN SITU ENGINEERING	\$ 54,800.00	\$ 47,973.00	\$ 6,827.00	Quality Testing
ADVANCED ENGINEERING INC	\$ 50,000.00	\$ 50,000.00	\$ -	Public Outreach
US GEOLOGICAL SURVEY	\$ 46,920.00	\$ 46,920.00	\$ -	Stage Gage Installation
CLAY COUNTY AUDITOR	\$ 34,180.71	\$ 34,180.71	\$ -	Property Tax, Home Buyout Demo
GEOKON INC	\$ 33,815.36	\$ 33,815.36	\$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	\$ 33,066.02	\$ 33,066.02	\$ -	Property Management Services
WARNER & CO	\$ 24,875.00	\$ 24,875.00	\$ -	General Liability Insurance
XCEL ENERGY-FARGO	\$ 16,275.85	\$ 16,275.85	\$ -	Utility Relocation
PRIMORIS AEVENIA INC	\$ 16,230.00	\$ 16,230.00	\$ -	Utility Relocation
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	\$ 10,000.00	\$ 10,000.00	\$ -	Membership Dues
MAP SERVICE CENTER	\$ 7,250.00	\$ 7,250.00	\$ -	Permit fee
ONE	\$ 3,575.00	\$ 3,575.00	\$ -	Legal Services
MCKINZIE METRO APPRAISAL	\$ 3,200.00	\$ 3,200.00	\$ -	Appraisal Services
BNSF RAILWAY CO	\$ 2,925.00	\$ 2,925.00	\$ -	Permits for In-Town Levee Projects
FORUM COMMUNICATIONS (LEGALS)	\$ 2,224.20	\$ 2,224.20	\$ -	Advertising Services
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
HUBER, STEVE	\$ 1,056.43	\$ 1,056.43	\$ -	Home Buyouts
DEPT OF NATURAL RESOUR	\$ 1,000.00	\$ 1,000.00	\$ -	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	\$ 747.60	\$ 747.60	\$ -	Asbestos and LBP Testing - Home Buyouts
RED RIVER TITLE SERVICES INC	\$ 675.00	\$ 675.00	\$ -	Abstract Updates
RED RIVER VALLEY COOPERATIVE A	\$ 536.96	\$ 536.96	\$ -	Electricity - Home Buyouts
FERRELLGAS	\$ 496.00	\$ 496.00	\$ -	Propane - Home Buyouts
BROKERAGE PRINTING	\$ 473.33	\$ 473.33	\$ -	Custom Printed Forms
DAWSON INSURANCE AGENCY	\$ 388.52	\$ 388.52	\$ -	Property Insurance - Home Buyouts
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 LOVEINTHOVEN	\$ 116.00	\$ 116.00	\$ -	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	\$ 71.89	\$ 71.89	\$ -	Postage
<b>Grand Total</b>	<b>\$ 369,272,517.93</b>	<b>\$ 325,666,440.97</b>	<b>\$ 43,606,076.96</b>	

**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of November 30, 2016**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
<b>Commercial Relocations - Fargo</b>						
Park East Apartments - 1 2nd St S	6/23/2015	9,002,442.20	-	1,376,106.04	-	10,378,548.24
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	3,322,432.41	(1,100.00)	6,587,412.01
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	7,550,036.23	-	9,453,512.01
Mid America Steel - NP Ave, North	6/21/2016	437,371.41	-	5,370,000.00	-	5,807,371.41
<b>Home Buyouts - Fargo</b>						
1322 Elm St N	11/19/2014	347,270.27	-	47,168.14	-	394,438.41
1326 Elm St N	12/23/2014	230,196.41	-	8,001.02	-	238,197.43
1341 N Oak St	1/29/2015	309,888.24	-	78,889.24	-	388,777.48
1330 Elm St N	2/12/2015	229,982.44	-	62,362.63	-	292,345.07
18 North Terrace N	4/2/2015	129,698.25	-	44,688.72	-	174,386.97
1318 Elm St N	5/29/2015	229,012.67	-	55,452.01	-	284,464.68
724 North River Road	6/8/2015	204,457.83	-	35,615.30	(10,000.00)	230,073.13
1333 Oak Street N	6/24/2015	238,513.23	-	5,249.00	-	243,762.23
26 North Terrace N	9/11/2015	138,619.58	-	12,620.00	-	151,239.58
16 North Terrace N	9/24/2015	227,987.50	-	96,717.14	-	324,704.64
24 North Terrace N	11/25/2015	182,437.38	-	29,269.60	-	211,706.98
1314 Elm Street N	12/18/2015	225,800.09	-	42,025.00	-	267,825.09
12 North Terrace N	2/9/2016	10,191.00	-	-	-	10,191.00
1313 Elm Street N		350,000.00	-	3,360.00	-	353,360.00
<b>Home Buyouts - Moorhead</b>						
387 170th Ave SW	11/1/2013	281,809.91	-	-	(8,440.00)	273,369.91
16678 3rd St S		-	192,600.00	80,210.80	-	272,810.80
<b>Home Buyouts - Oxbow</b>						
105 Oxbow Drive	11/28/2012	216,651.85	-	-	(181,249.54)	35,402.31
744 Riverbend Rd	12/3/2012	343,828.30	-	2,435.00	-	346,263.30
121 Oxbow Drive	7/31/2013	375,581.20	-	-	(186,918.33)	188,662.87
333 Schnell Drive	9/20/2013	104,087.79	-	-	-	104,087.79
346 Schnell Drive	2/13/2014	512,970.73	-	7,200.00	-	520,170.73
345 Schnell Drive	10/24/2014	478,702.98	-	6,869.44	-	485,572.42
336 Schnell Drive	1/29/2015	310,888.51	-	185,620.00	-	496,508.51
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	10,549.70	-	2,708,776.67
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	176,524.79	-	643,245.59
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	309,992.53	-	616,717.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	205,699.82	-	686,484.12
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	267,757.65	-	757,848.97
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	507,103.56	-	976,181.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	312,212.95	-	806,555.82
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,328,151.00
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	279,237.35	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-	-	-	125,077.88
852 Riverbend Rd	1/11/2016	1,222,608.19	-	10,891.60	-	1,233,499.79
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	284,349.88	-	605,439.65
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	469,875.64	-	1,068,761.07
326 Schnell Drive	2/19/2016	326,842.17	-	225,073.09	-	551,915.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	561,322.28	-	1,101,218.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	640,305.43	-	1,312,431.27
839 Riverbend Road	7/20/2016	1,775,311.60	-	10,631.50	-	1,785,943.10
833 Riverbend Rd / 446 Trent Jones Dr	7/14/2016	801,671.69	-	579,388.16	-	1,381,059.85
328 Schnell Dr / 347 Trent Jones Dr	7/14/2016	320,803.64	-	329,117.70	-	649,921.34
332 Schnell Dr / 335 Trent Jones Dr	8/2/2016	328,639.47	-	353,321.19	-	681,960.66
817 Riverbend Road / 421 Trent Jones Dr	In Escrow	-	448,300.00	453,212.00	-	901,512.00
829 Riverbend Rd / 788 River Bend Rd		-	-	8,000.00	-	8,000.00
828 Riverbend Rd		-	25,000.00	-	-	25,000.00
330 Schnell Drive	12/12/2016	328,134.82	-	-	-	328,134.82
844 Riverbend Road		-	400,000.00	-	-	400,000.00
338 Schnell Dr / 775 River Bend Rd		-	222,500.00	-	-	222,500.00
813 Riverbend Rd / 449 Trent Jones Dr	10/14/2016	660,997.62	-	754,231.97	-	1,415,229.59
341 Schnell Dr / 343 Trent Jones Dr		-	284,292.89	19,889.45	-	304,182.34
329 Schnell Dr / 417 Trent Jones Dr		-	-	497,952.00	-	1,047,229.00
805 Riverbend Rd / 776 River Bend Rd	10/4/2016	549,277.00	-	-	-	220,855.00
317 Schnell Dr / 409 Trent Jones Dr	9/7/2016	548,393.52	-	558,413.52	-	1,106,807.04
821 Riverbend Rd / 438 Trent Jones Dr		-	185,000.00	-	-	185,000.00
321 Schnell Dr / 410 Trent Jones Dr	10/7/2016	462,334.69	-	9,200.00	-	982,058.39
337 Schnell Dr / 353 Trent Jones Dr		-	222,021.00	-	-	222,021.00

**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of November 30, 2016**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
840 Riverbend Rd / 442 Trent Jones Dr		-	189,000.00	-	-	189,000.00
325 Schnell Drive / 426 Trent Jones Dr		-	225,800.00	368,421.20	-	594,221.20
816 Riverbend Rd / 441 Trent Jones Dr		-	377,426.00	-	-	377,426.00
808 Riverbend Road / 254 South Schnell Dr		-	196,211.25	-	-	196,211.25
313 Schnell Drive/ 413 Trent Jones Dr		-	197,243.00	-	-	197,243.00
848 Riverbend Rd / 783 River Bend Rd	In Escrow	-	306,000.00	1,340,781.00	-	1,646,781.00
843 Riverbend Rd / 445 Trent Jones Dr	In Escrow	-	700,000.00	1,163,752.00	-	1,863,752.00
<b>Home Buyouts - Hickson</b>						
17495 52nd St SE	4/28/2015	785,747.66	-	27,604.74	-	813,352.40
4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	92,817.44	-	338,744.15
<b>Easements - Fargo</b>						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N	4/13/2016	37,020.00	-	-	-	37,020.00
<b>Easements - Oxbow</b>						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
<b>Easements - Diversion Inlet Control Structure</b>						
15-0000-02690-020 - Cossette		476,040.00	-	-	-	476,040.00
64-0000-02730-000 - Sauvageau		268,020.00	-	-	-	268,020.00
64-0000-02720-000 - Ulstad		250,440.00	-	-	-	250,440.00
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
<b>Easements - Minnesota</b>						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
<b>Farmland Purchases</b>						
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	959,840.00
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	1,636,230.00
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	-	-	-	3,458,980.70
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	991,128.19
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	943,560.05
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	321,386.00
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	-	-	989,706.03
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	-	-	948,782.22
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	955,901.00
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	594,108.00
Fercho Family Farms,	3/25/2015	464,600.00	-	-	-	464,600.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	433,409.00
(Raymond Twp) - Henke	6/17/2015	1,196,215.00	-	-	-	1,196,215.00
<b>Land Purchases</b>						
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	(730,148.14)	(246,132.14)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	39,900.00
BNSF Railway Company		-	27,000.00	-	-	27,000.00
		55,427,405.69	4,428,449.14	29,751,281.56	(1,117,856.01)	88,489,280.38
<b>Property Management Expense</b>						819,580.29
<b>Property Management Income</b>						(622,728.27)
<b>Grand Total</b>						<b>\$ 88,686,132.40</b>

**FM Metropolitan Area Flood Risk Management Project  
In-Town Levee Work  
as of November 30, 2016**

<b>Vcode #</b>	<b>Vendor Name</b>	<b>Descriptions</b>	<b>Contract Amount</b>	<b>Amount Paid</b>
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,683,649.98	\$ 8,683,649.98
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	774,990.00	658,812.67
V02803	Consolidated Communications	2nd Street Utility Relocation	1,848,254.37	1,140,270.49
V02804	702 Communications	2nd Street Utility Relocation	326,243.91	266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	17,568,971.39	16,176,470.20
V02806	HMG	WP42 - Services During Construction	4,932,000.00	3,385,917.95
V02807	CCJWRD	In-Town Levee Work	6,634,496.01	5,074,749.20
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	360,702.75	315,727.86
V02809	AT & T	2nd Street Utility Relocation	569,404.44	569,404.44
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	925,076.69	190,530.93
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	17,154,700.72	15,564,927.34
V02813	Landwehr Construction	Park East Apartments Demolition	1,177,151.74	1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,660,937.92	2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	902,224.85	878,615.57
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	1,601,366.99	1,561,466.36
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	738,880.50	730,944.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	13,173,143.55	10,258,936.07
V02820	CH2M Hill	WP42 - Construction Management Services	1,020,000.00	522,312.75
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	1,603,259.25	1,215,633.53
V01703	Various	In-Town Property Purchases	39,003,065.54	36,276,553.52
			<b>\$ 121,823,261.97</b>	<b>\$ 107,318,635.09</b>

**Fargo-Moorhead Metropolitan Area Flood Risk Management Project  
State Water Commission Funds Reimbursement Worksheet  
Fargo Flood Control Project Costs - HB1020 & SB2020**

Time Period for This Request: October 1, 2016 - October 31, 2016

Drawdown Request No: 36	
Requested Amount:	<b>\$ 3,506,589</b>
Total Funds Expended This Period:	\$ 6,503,670
Total Funds Requested at 100% Match	509,507
Remaining Funds Requested at 50% Match	5,994,162
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	2,997,081
<b>Total Funds Requested:</b>	<b>\$ 3,506,589</b>

<b>STATE AID SUMMARY:</b>		
Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations to be funded in 2017 Legislative Session - Available 7/1/2017	51,500,000	
Appropriations to be funded in 2019 Legislative Session - Available 7/1/2019	51,500,000	
Appropriations to be funded in 2021 Legislative Session - Available 7/1/2021	51,500,000	
Appropriations to be funded in 2023 Legislative Session - Available 7/1/2023	51,500,000	
<b>Total State Funds</b>	<b>206,000,000</b>	<b>244,000,000</b>
Less: Payment #1 through #35 - City of Fargo		(55,510,209)
Less: Payment #1 - Cass County		(136,039)
Less: Payment #1 through #20 - FM Diversion Authority		(28,862,208)
Less: Payment #21 - FM Diversion Authority		(2,580,786)
Less: Payment #22 - FM Diversion Authority		(3,998,879)
Less: Payment #23 - FM Diversion Authority		(1,985,040)
Less: Payment #24 - FM Diversion Authority		(2,752,283)
Less: Payment #25 - FM Diversion Authority		(10,000,000)
Less: Payment #26 - FM Diversion Authority		(1,021,657)
Less: Payment #27 - FM Diversion Authority		(4,940,909)
Less: Payment #28 - FM Diversion Authority		(2,209,200)
Less: Costs Moved from Fargo Flood Control (Diversion) to Interior Flood Control		20,301,855
Less: Payment #29 - FM Metro Area Flood Risk Management Project		(2,900,000)
Less: Payment #30 - FM Metro Area Flood Risk Management Project		(3,681,747)
Less: Payment #31 - FM Metro Area Flood Risk Management Project		(6,900,000)
Less: Payment #32 - FM Metro Area Flood Risk Management Project		(3,725,044)
Less: Payment #33 - FM Metro Area Flood Risk Management Project		(4,655,547)
Less: Payment #34 - FM Metro Area Flood Risk Management Project		(22,500,000)
Less: Payment #35 - FM Metro Area Flood Risk Management Project		(6,062,680)
Less: Payment #36 - FM Metro Area Flood Risk Management Project		(3,506,589)
<b>Total Funds Reimbursed</b>		<b>(147,626,962)</b>
<b>Total State Fund Balances Remaining</b>	<b>\$</b>	<b>96,373,038</b>

Fargo-Moorhead Metropolitan Area Flood Risk Management Project  
 State Water Commission Funds Reimbursement Worksheet  
 Fargo Flood Control Project Costs - HB1020 & SB2020

LOCAL MATCHING FUNDS SUMMARY:	
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$ 66,570,210
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	(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority	(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority	(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority	(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority	(1,374,624)
Less: Match Used on Payment #20 - FM Diversion Authority	(1,427,344)
Less: Match Used on Payment #22 - FM Diversion Authority	(116,437)
Less: Match Used on Payment #23 - FM Diversion Authority	(487,124)
Less: Match Used on Payment #24 - FM Diversion Authority	(1,688,474)
Less: Match Used on Payment #26 - FM Diversion Authority	(445,642)
Less: Match Used on Payment #28 - FM Diversion Authority	(1,116,010)
Less: Match Used on Payment #30 - FM Metro Area Flood Risk Management Project	(1,581,147)
Less: Match Used on Payment #32 - FM Metro Area Flood Risk Management Project	(1,215,895)
Less: Match Used on Payment #33 - FM Metro Area Flood Risk Management Project	(2,785,070)
Less: Match Used on Payment #35 - FM Metro Area Flood Risk Management Project	(1,292,963)
Less: Match Used on Payment #36 - FM Metro Area Flood Risk Management Project	(509,507)
<b>Balance of Local Matching Funds Available</b>	<b>\$ 6,490,258</b>



Oxbow Lot Sales

Last Update: 12/1/2016

Non-Buyout Lot Sales (Proceed Split 75/25)	Lot	Block	Addition	Address	Sale Price	Closed	Closing Date	Deposit	OJDA Share (25%)	Net Sale Proceeds	DA Share (75%)
	2	1	Oxbow 4th Addition	331 Trent Jones Drive	\$156,000.00	Yes	4/8/2016		\$38,956.25	\$155,825.00	\$116,868.75
	6	3	Oxbow 2nd Addition	779 River Bend Road	\$123,150.00	Yes	4/11/2016		\$30,718.75	\$122,875.00	\$92,156.25
	18	3	Oxbow 2nd Addition	754 River Bend Road	\$109,000.00	Yes	4/29/2016		\$27,208.75	\$108,835.00	\$81,626.25
	35	3	Oxbow 2nd Addition	425 Trent Jones Drive	\$119,000.00	Yes	4/29/2016		\$29,708.75	\$118,835.00	\$89,126.25
	20	1	Oxbow 3rd Addition	246 South Schnell Drive	\$160,000.00	Yes	4/29/2016		\$39,946.88	\$159,787.50	\$119,840.62
	21	1	Oxbow 3rd Addition	250 South Schnell Drive	\$160,000.00	Yes	4/29/2016		\$39,946.88	\$159,787.50	\$119,840.62
	49	3	Oxbow 2nd Addition	418 Trent Jones Drive	\$152,000.00	Yes	5/20/2016		\$37,905.00	\$151,620.00	\$113,715.00
	2	1	Oxbow 3rd Addition	784 River Bend Road	\$211,001.00	Yes	6/2/2016		\$52,655.30	\$210,621.20	\$157,965.90
	36	3	Oxbow 2nd Addition	429 Trent Jones Drive	\$111,000.00	Yes	7/7/2016		\$26,010.00	\$104,040.00	\$78,030.00
	23	2	Oxbow 2nd Addition	233 South Schnell Drive	\$65,000.00	Yes	7/22/2016		\$15,231.24	\$60,924.97	\$45,693.73
	17	3	Oxbow 2nd Addition	756 River Bend Road	\$99,000.00	Yes	8/31/2016		\$23,202.50	\$92,810.00	\$69,607.50
	11	3	Oxbow 2nd Addition	780 River Bend Road	\$144,000.00	Yes	8/31/2016		\$33,777.50	\$135,110.00	\$101,332.50
	46	3	Oxbow 2nd Addition	430 Trent Jones Drive	\$113,000.00	Yes	8/31/2016		\$26,492.50	\$105,970.00	\$79,477.50
	1	3	Oxbow 3rd Addition	119 Westview Lane	\$90,000.00	Yes	8/31/2016		\$21,087.50	\$84,350.00	\$63,262.50
16	2	Oxbow 2nd Addition	261 South Schnell Drive	\$76,000.00	No	12/15/2016	\$7,600.00	\$0.00		\$0.00	
								\$0.00		\$0.00	
15	Lots			\$1,888,151.00			\$7,600.00	\$442,847.80	\$1,771,391.17	\$1,328,543.37	

Lot Sales (100% Diversion Authority Proceed)	Lot	Block	Addition	Address	Sale Price	Buyout Agreement				DA Share (100%)
	8	3	Oxbow 2nd Addition	787 River Bend Road	\$174,000.00	Yes				\$174,000.00
	6	1	Oxbow 4th Addition	353 Trent Jones Drive	\$124,000.00	Yes				\$124,000.00
	9	1	Oxbow 3rd Addition	442 Trent Jones Drive	\$139,000.00	Yes				\$139,000.00
	7	1	Oxbow 3rd Addition	449 Trent Jones Drive	\$163,000.00	Yes				\$163,000.00
	15	3	Oxbow 2nd Addition	764 River Bend Road	\$111,000.00	Yes				\$111,000.00
	48	3	Oxbow 2nd Addition	422 Trent Jones Drive	\$170,000.00	No				\$0.00
	50	3	Oxbow 2nd Addition	414 Trent Jones Drive	\$158,000.00	No				\$0.00
	1	1	Oxbow 3rd Addition	788 River Bend Road	\$205,000.00	No				\$0.00
	7	3	Oxbow 2nd Addition	783 River Bend Road	\$160,000.00	Yes				\$160,000.00
	16	3	Oxbow 2nd Addition	760 River Bend Road	\$114,000.00	Yes				\$114,000.00
	47	3	Oxbow 2nd Addition	426 Trent Jones Drive	\$141,000.00	Yes				\$141,000.00
	3	1	Oxbow 4th Addition	335 Trent Jones Drive	\$133,000.00	Yes				\$133,000.00
	31	3	Oxbow 2nd Addition	409 Trent Jones Drive	\$136,000.00	Yes				\$136,000.00
	45	3	Oxbow 2nd Addition	434 Trent Jones Drive	\$114,000.00	No				\$0.00
	13	3	Oxbow 2nd Addition	772 River Bend Road	\$134,000.00	Yes				\$134,000.00
	3	3	Oxbow 2nd Addition	761 River Bend Road	\$104,000.00	Yes				\$104,000.00
	5	3	Oxbow 2nd Addition	775 River Bend Road	\$115,000.00	Yes				\$115,000.00
	33	3	Oxbow 2nd Addition	417 Trent Jones Drive	\$130,000.00	Yes				\$130,000.00
	4	1	Oxbow 4th Addition	343 Trent Jones Drive	\$143,000.00	Yes				\$143,000.00
14	3	Oxbow 2nd Addition	768 River Bend Road	\$143,000.00	Yes				\$143,000.00	
4	3	Oxbow 2nd Addition	769 River Bend Road	\$101,000.00	Yes				\$101,000.00	
5	1	Oxbow 4th Addition	347 Trent Jones Drive	\$150,000.00	Yes				\$150,000.00	
32	3	Oxbow 2nd Addition	413 Trent Jones Drive	\$133,000.00	Yes				\$133,000.00	
1	3	Oxbow 2nd Addition	751 River Bend Road	\$114,000.00	Yes				\$114,000.00	

Oxbow Lot Sales

Buyout Lo	4	1	Oxbow 3rd Addition	437 Trent Jones Drive	\$95,000.00	Yes					\$95,000.00
	1	1	Oxbow 4th Addition	325 Trent Jones Drive	\$160,000.00	Yes					\$160,000.00
	12	3	Oxbow 2nd Addition	776 River Bend Road	\$131,000.00	Yes					\$131,000.00
	6	1	Oxbow 3rd Addition	445 Trent Jones Drive	\$160,000.00	Yes					\$160,000.00
	7	1	Oxbow 4th Addition	359 Trent Jones Drive	\$131,000.00	No					\$0.00
	10	1	Oxbow 3rd Addition	438 Trent Jones Drive	\$108,000.00	Yes					\$108,000.00
	2	3	Oxbow 2nd Addition	755 River Bend Road	\$100,000.00	Yes					\$100,000.00
	8	1	Oxbow 3rd Addition	446 Trent Jones Drive	\$149,000.00	Yes					\$149,000.00
	37	3	Oxbow 2nd Addition	433 Trent Jones Drive	\$104,000.00	Yes					\$104,000.00
	22	1	Oxbow 3rd Addition	254 South Schnell Drive	\$150,000.00	Yes					\$150,000.00
	51	3	Oxbow 2nd Addition	410 Trent Jones Drive	\$148,000.00	Yes					\$148,000.00
	34	3	Oxbow 2nd Addition	421 Trent Jones Drive	\$117,000.00	Yes					\$117,000.00
	5	1	Oxbow 3rd Addition	441 Trent Jones Drive	\$107,000.00	Yes					\$107,000.00
	37	Lots			\$4,969,000.00						\$4,191,000.00

	Lot	Block	Addition	Address	Appraisal Price
		1	2	Oxbow 3rd Addition	102 Westview Lane
	33	2	Oxbow 2nd Addition	103 Westview Lane	\$78,000.00
	2	2	Oxbow 3rd Addition	106 Westview Lane	\$58,000.00
	32	2	Oxbow 2nd Addition	107 Westview Lane	\$62,000.00
	3	2	Oxbow 3rd Addition	110 Westview Lane	\$52,000.00
	31	2	Oxbow 2nd Addition	111 Westview Lane	\$58,000.00
	4	2	Oxbow 3rd Addition	114 Westview Lane	\$52,000.00
	30	2	Oxbow 2nd Addition	115 Westview Lane	\$64,000.00
	5	2	Oxbow 3rd Addition	120 Westview Lane	\$52,000.00
	2	3	Oxbow 3rd Addition	123 Westview Lane	\$100,000.00
	6	2	Oxbow 3rd Addition	124 Westview Lane	\$52,000.00
	3	3	Oxbow 3rd Addition	127 Westview Lane	\$158,000.00
	7	2	Oxbow 3rd Addition	128 Westview Lane	\$63,000.00
	8	2	Oxbow 3rd Addition	132 Westview Lane	\$63,000.00
	3	2	Oxbow 6th Addition	213 South Schnell Drive	\$69,000.00
	2	1	Oxbow 6th Addition	214 South Schnell Drive	\$114,000.00
	2	2	Oxbow 6th Addition	217 South Schnell Drive	\$72,000.00
	3	1	Oxbow 6th Addition	218 South Schnell Drive	\$94,000.00
	4	3	Oxbow 3rd Addition	221 South Schnell Drive	\$113,000.00
	4	1	Oxbow 6th Addition	222 South Schnell Drive	\$85,000.00
	5	3	Oxbow 3rd Addition	225 South Schnell Drive	\$95,000.00
	5	1	Oxbow 6th Addition	226 South Schnell Drive	\$85,000.00
	24	2	Oxbow 2nd Addition	229 South Schnell Drive	\$65,000.00
	6	1	Oxbow 6th Addition	232 South Schnell Drive	\$84,000.00
	22	2	Oxbow 2nd Addition	237 South Schnell Drive	\$78,000.00
	7	1	Oxbow 6th Addition	238 South Schnell Drive	\$125,000.00
	21	2	Oxbow 2nd Addition	241 South Schnell Drive	\$75,000.00
	8	1	Oxbow 6th Addition	242 South Schnell Drive	\$150,000.00
	20	2	Oxbow 2nd Addition	245 South Schnell Drive	\$75,000.00

Oxbow Lot Sales

19	2	Oxbow 2nd Addition	249 South Schnell Drive	\$102,000.00
18	2	Oxbow 2nd Addition	253 South Schnell Drive	\$73,000.00
17	2	Oxbow 2nd Addition	257 South Schnell Drive	\$59,000.00
2	2	Oxbow 2nd Addition	304 Trent Jones Drive	\$76,000.00
3	2	Oxbow 2nd Addition	308 Trent Jones Drive	\$75,000.00
4	2	Oxbow 2nd Addition	312 Trent Jones Drive	\$75,000.00
5	2	Oxbow 2nd Addition	316 Trent Jones Drive	\$70,000.00
6	2	Oxbow 2nd Addition	320 Trent Jones Drive	\$64,000.00
7	2	Oxbow 2nd Addition	324 Trent Jones Drive	\$69,000.00
8	2	Oxbow 2nd Addition	328 Trent Jones Drive	\$87,000.00
9	2	Oxbow 2nd Addition	332 Trent Jones Drive	\$89,000.00
10	2	Oxbow 2nd Addition	336 Trent Jones Drive	\$102,000.00
11	2	Oxbow 2nd Addition	340 Trent Jones Drive	\$87,000.00
12	2	Oxbow 2nd Addition	344 Trent Jones Drive	\$80,000.00
13	2	Oxbow 2nd Addition	348 Trent Jones Drive	\$84,000.00
14	2	Oxbow 2nd Addition	352 Trent Jones Drive	\$98,000.00
15	2	Oxbow 2nd Addition	356 Trent Jones Drive	\$73,000.00
46	Lots			\$3,759,000.00

Total Lot Values (98 Lots)	\$10,616,151.00
Diversion Authority Share to Date	\$5,519,543.37
Cash Advance to Oxbow	\$375,000.00
Amount Reimbursed to Diversion Authority to Date	\$5,144,543.37
Remaining to be Reimbursed to Date	\$0.00



# 14 December 2016

## PMC Report to DA Finance Committee

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Presented By:

Program Management Consultant

# PMC Report – 14 December 2016

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- ▶ Overall Program Status
- ▶ Current FY 2016 Status
- ▶ FY 2017 Cash Budget



# Overall Program Status

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Budget Categories – Per Requested Categories



**FM Area Diversion Project  
OVERALL PROGRAM (2015\$) SUMMARY**

<b>Schedule Budget Categories</b>	<b>Program Budget (2015\$)</b>	<b>Actuals thru 30 Nov 2016</b>	<b>Remaining Program Budget</b>
<b>PROGRAM</b>	<b>2,205,566,043</b>	<b>334,428,858</b>	<b>1,871,137,185</b>
Diversion Channel & Assoc. Infrastructure	763,768,516	3,320,123	760,448,393
Southern Embankment & Assoc. Infrastructure	371,353,664	51,929,000	319,424,664
Other Mitigation Projects	64,712,848	7,317,389	57,395,459
In-Town Flood Protection	204,863,752	72,130,517	132,733,234
Enabling Work / Other	14,113,749	-	14,113,749
Land Acquisition & Mitigation	426,589,476	135,797,607	290,791,870
Engineering & Design Fees	80,539,955	31,602,663	48,937,292
Program Management	119,725,500	32,331,559	87,393,941
Contingency	159,898,584	-	159,898,584
Debt Service			
Maintenance			

## FM Area Diversion Project

### OVERALL PROGRAM (2015\$) SUMMARY

Schedule Budget Categories	Program Budget (2015\$)	Actuals thru 30 Nov 2016	Remaining Program Budget
<b>PROGRAM</b>	<b>2,205,566,043</b>	<b>334,428,858</b>	<b>1,871,137,185</b>
Diversion Channel & Assoc. Infrastructure	763,768,516	3,320,123	760,448,393
Management, Legal, Financial, Procurement	9,750,000	3,320,123	6,429,877
Channel - Construction	754,018,516	-	754,018,516
Southern Embankment & Assoc. Infrastructure	371,353,664	51,929,000	319,424,664
WP-26 Diversion Inlet	68,743,917	-	68,743,917
WP-27 Red River - West Embankment	18,050,477	-	18,050,477
WP-29 Red River - East Embankment	15,652,398	-	15,652,398
WP-30 Wild Rice River Control Structure	35,608,353	-	35,608,353
WP-31 I-29 NS Bridge	55,281,013	-	55,281,013
WP-33 CR81 Bridge	5,253,756	-	5,253,756
WP-35 Red River Control Structure	63,252,598	-	63,252,598
WP-39 Overflow Embankment	10,536,493	-	10,536,493
WP-46 Utilities	8,477,533	-	8,477,533
WP-47 Utilities	1,175,448	-	1,175,448
WP-50 Phase II Demo	12,364,450	-	12,364,450
WP-51 Recreation	9,528,439	-	9,528,439
WP-53 BNSF Moorhead Line Raise	44,008,615	-	44,008,615
WP-54 - Hwy 75 Road Raise	11,320,174	-	11,320,174
USACE Local Share \ Management Oversight	12,100,000	51,929,000	(39,829,000)
Other Mitigation Projects	64,712,848	7,317,389	57,395,459
WP-36 Wild Rice Dam Mitigation	2,027,696	-	2,027,696
WP-40 Drayton Dam Mitigation	6,758,988	-	6,758,988
WP-41 Buffalo River Mitigation	1,689,747	-	1,689,747
WP-43 Oxbow-Hickson-Bakke	42,773,436	7,317,389	35,456,047
WP-49 Cultural Remediation	542,999	-	542,999
WP-52 Comstock Ring Levee	10,919,981	-	10,919,981



## FM Area Diversion Project

### OVERALL PROGRAM (2015\$) SUMMARY

Schedule Budget Categories	Program Budget (2015\$)	Actuals thru 30 Nov 2016	Remaining Program Budget
<b>In-Town Flood Protection</b>	204,863,752	72,130,517	132,733,234
WP-42 In-Town Levees	100,714,949	72,130,517	28,584,431
Complementary In-Town Flood Protection	104,148,803	-	104,148,803
<b>Enabling Work / Other</b>	14,113,749	-	14,113,749
Demolition	508,353	-	508,353
WP-28 - Cass County Road 16 and 17 Bridge	13,605,396	-	13,605,396
<b>Land Acquisition &amp; Mitigation</b>	426,589,476	135,797,607	290,791,870
Management, Legal, Financial, Procurement	51,463,000	6,108,472	45,354,528
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	72,199,150	11,942,955	60,256,195
SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE	136,589,980	4,955,258	131,634,722
MITIGATION AND ASSOCIATED INFRASTRUCTURE	81,761,211	82,073,289	(312,078)
WP-38 Upstream Staging	47,160,000	177,399	46,982,601
IN-TOWN FLOOD PROTECTION	37,416,136	30,540,233	6,875,902
<b>Engineering &amp; Design Fees</b>	80,539,955	31,602,663	48,937,292
Management, Legal, Financial, Procurement	8,685,616	4,197,640	4,487,976
WORK-IN-KIND PROGRAMS (WIK) STUDIES	19,682,433	9,066,128	10,616,305
INDICATIVE DESIGN	14,469,297	6,683,686	7,785,611
(LERRDs) - LAND, EASEMENTS, ROW, RELOCATION & DISPOSAL AREAS (FM	534,000	296,233	237,767
PERMITTING	11,541,039	2,846,449	8,694,590
CERTIFICATION	2,050,000	-	2,050,000
FMDA DETENTION FUNDING	3,000,000	500,000	2,500,000
OTHER MITIGATION PROJECTS	19,741,602	8,012,526	11,729,076
ENABLING WORK	835,968	-	835,968
<b>Program Management</b>	119,725,500	32,331,559	87,393,941
Management, Legal, Financial, Procurement	119,725,500	32,331,559	87,393,941

**FM Area Diversion Project  
OVERALL PROGRAM (2015\$) SUMMARY**

<b>Schedule Budget Categories</b>	<b>Program Budget (2015\$)</b>	<b>Actuals thru 30 Nov 2016</b>	<b>Remaining Program Budget</b>
Contingency	159,898,584	-	159,898,584
SYSTEM WIDE	21,795,449	-	21,795,449
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	47,173,841	-	47,173,841
SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE	38,696,058	-	38,696,058
OTHER MITIGATION PROJECTS	40,891,969	-	40,891,969
IN-TOWN FLOOD PROTECTION	10,101,623	-	10,101,623
ENABLING WORK	1,239,644	-	1,239,644
Debt Service			
Maintenance			

# Current FY 2016 Status

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## 2016 Diversion Authority Cash Budget

<b>Annual Budget</b>	<b>Current FY16 Budget</b>	<b>Paid thru 30 Nov 2016 FY16</b>	<b>Expected Additional Payments FY 2016</b>	<b>Remaining FY16 Budget</b>
<b>PROGRAM</b>	<b>237,500,000</b>	<b>154,464,912</b>	<b>10,237,798</b>	<b>72,797,290</b>
Land Acquisition	81,211,609	44,557,944	2,748,943	33,904,722
Construction	69,507,794	47,882,971	4,717,599	16,907,223
Design/Permitting	7,910,478	4,257,629	358,623	3,294,226
Proj Mgmt/Legal/Financing	60,179,000	57,766,368	2,412,632	-
Mitigation	800,000	-	-	800,000
Utility Relocates	16,491,119	-	-	16,491,119
Retention	1,400,000	-	-	1,400,000

## 2016 Diversion Authority Cash Budget

Annual Budget		Current FY16 Budget	Paid thru 30 Nov 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
<b>PROGRAM</b>		<b>237,500,000</b>	<b>154,464,912</b>	<b>10,237,798</b>	<b>72,797,290</b>
Land Acquisition		81,211,609	44,557,944	2,748,943	33,904,722
	In Town Levees (WP-42)	12,816,032	\$ 11,624,909	191,123	1,000,000
	OHB Levee (WP-43)	43,687,571	\$ 27,125,504	195,536	16,366,531
	DCAI Phase 1 (50%)	5,000,000	\$ 999,715	-	4,000,285
	Staging Area (WP-38)	3,526,000	\$ 2,641,928	634,072	250,000
	CR16/17 and Gated Inlet (WP-26, WP-28)	1,200,783	\$ 994,500	794,601	(588,318)
	Wild Rice Control Structure	248,217		-	248,217
	Hardship	2,112,509		-	2,112,509
	Opportunistic	4,865,497		-	4,865,497
	Land Acquisition Mgmt	7,755,000	\$ 1,171,389	933,611	5,650,000
	Easements ROW Relocation and Disposal	-		-	-
	Overflow Embankment (WP-39)	-	\$ -	-	-
Construction		69,507,794	47,882,971	4,717,599	16,907,223
	In-Town Levees (WP-42)	54,134,132	41,301,536	3,968,249	8,864,347
	WP-42A.1/A.3: 4th St. Pump Station and Floodwall	9,458,410	\$ 6,947,646	750,000	1,760,765
	WP-42A.2: 2nd St. N Pump Station	3,231,532	\$ 2,524,136	217,091	490,305
	WP-42F.1S: Flood Control, 2nd St. N, So. of 3rd	15,926,387	\$ 14,025,848	580,000	1,320,540
	WP-42F.1N: Flood Control, 2nd St. N, No. of 3rd	16,500,000	\$ 11,021,339	950,000	4,528,661
	WP-42G	-			
	WP-42C.1: Demolition, HoJo, Shakey's, FPS	2,000,000	\$ 793,282	306,718	900,000
	WP-42C.2: Demolition, Park East Apartments	2,179,776	\$ 723,152	406,624	1,050,000
	WP-42H.2: El Zagal Phase 2 Levee	2,100,000	\$ 1,342,184	757,816	-
	WP-42I: Mickelson Levee Extension	1,160,000		-	1,160,000
	WP-42D	1,578,027	\$ 3,923,950	-	(2,345,923)

## 2016 Diversion Authority Cash Budget

Annual Budget		Current FY16 Budget	Paid thru 30 Nov 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
	WP42-H1	-	\$ -	-	-
	WP42 Engineering Support			-	-
	<b>OHB Levee (WP-43)</b>	1,040,428	406,581	-	633,847
	WP-43A 2014	382,666		-	382,666
	WP-43D.3A Preload	-		-	-
	333 Schnell Demo	657,762	-	-	657,762
	FY 2015 Schnell & Other Demos	-	406,581	-	(406,581)
	WP-43B/D/E: Pump Station, Gatewell, Road Raise, Levee	-		-	-
	<b>Other</b>	14,333,234	6,174,854	749,350	7,409,030
	Oxbow Development (OJDA)	636,000		-	636,000
	WP-28: CR16/17 Bridge	-		-	-
	Oxbow Country Club Golf Course (RTJ II)	7,023,661		435,400	6,588,261
	Diversion Channel (WP-01-02)	-		-	-
	Construction Management	2,074,632	1,410,682	313,950	350,000
	Services During Construction	3,724,859	4,764,172	-	(1,039,313)
	Materials Testing (Braun [WP43]; Terracon [WP42])	839,000		-	839,000
	Other	35,082		-	35,082
	<b>Design/Permitting</b>	7,910,478	4,257,629	358,623	3,294,226
	<b>HMG</b>	6,004,883	3,858,550	213,642	1,932,691
	TO-1: Project Management	1,069,329	749,780	119,549	200,000
	TO-2: Reach 1 (CR-31 Bridge)	50,000	-	-	50,000
	TO-3: Reach 3 (I-29 N&S, CR-81 Bridges)	75,000	-	-	75,000
	TO-4: Reach 4 (CR-32 Bridge)	10,000	-	-	10,000
	TO-4: Reach 5 (CR-22 Bridge)	10,000	-	-	10,000
	TO-5: Post-Feasibility Analysis	-	-	-	-
	TO-6: Land Management Services	234,968	3,514	31,000	200,454
	TO-7: Recreation & Use Master Plan	32,000	34,858	-	(2,858)
	TO-8: Work-In-Kind	519,796	65,414	-	454,382

## 2016 Diversion Authority Cash Budget

Annual Budget		Current FY16 Budget	Paid thru 30 Nov 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
	TO-9: Hydrology & Hydraulic Modeling	635,410	589,318	46,092	-
	TO-10: Utility Design	181,602	139,207	-	42,395
	TO-11: Reach 6 (CR-20 Bridge)	50,000	6,133	-	43,868
	TO-12: CR-10 Bridge	-	-	-	-
	TO-13: Levee Design	1,123,134	1,218,472	-	(95,338)
	TO-14: Transportation & Local Drainage Plans-South	50,000	-	-	50,000
	TO-15: Draft Operations Plan	175,309	41,988	-	133,321
	TO-16: Permit Submittal Preparation and Other Related Se	227,908	60,310	-	167,598
	TO-18: CR16/17 Bridge Design	810,427	826,409	-	(15,982)
	TO-19: PPP Development	750,000	123,149	17,000	609,851
	TO-20: SEAI I-29 Grade Raise Design	-	-	-	-
	Beaver Creek	111,000	70,438	40,562	-
	Task Order 01 - Cultural Resources Investigations	111,000	70,438	40,562	-
	URS	260,639	182,151	78,488	-
	Task Order 01 - Cultural Resources Investigations	260,639	182,151	78,488	-
	Other	33,956	8,025	25,931	-
	MN DNR	1,500,000	138,465	-	1,361,535
<b>Proj Mgmt/Legal/Financing</b>		<b>60,179,000</b>	<b>57,766,368</b>	<b>2,412,632</b>	<b>-</b>
	Army Corps Local Share	2,279,000	2,279,000	-	-
	Army Corps Local Share - Additional	45,000,000	45,000,000	-	-
	PMC	7,840,000	6,419,168	1,420,832	-
	Legal	3,500,000	3,356,054	143,946	-
	Financing	1,560,000	712,146	847,854	-
<b>Mitigation</b>		<b>800,000</b>	<b>-</b>	<b>-</b>	<b>800,000</b>
	Riparian / Wetlands	-	-	-	-
	Cemeteries	-	-	-	-
	Agricultural	-	-	-	-

## 2016 Diversion Authority Cash Budget

Annual Budget	Current FY16 Budget	Paid thru 30 Nov 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
Utility Relocates	16,491,119	-	-	16,491,119
In-Town Levee (WP-42) Utility Relocation	4,830,513	-	-	4,830,513
CenturyLink	2,586,742	-	-	2,586,742
Aevenia, Inc.	-	-	-	-
CableOne	148,511	-	-	148,511
702 Communications	75,953	-	-	75,953
Enventis	982,686	-	-	982,686
Xcel	874,255	-	-	874,255
AT&T	162,366	-	-	162,366
Reiner Contracting, Inc.	-	-	-	-
Consolidated Communications	-	-	-	-
DCAI Utility Relocations	7,774,500	-	-	7,774,500
Cass Rural Water	465,000	-	-	465,000
Cass County Electric	696,000	-	-	696,000
Cenex	1,203,000	-	-	1,203,000
Century Link	219,000	-	-	219,000
Midcontinent Communications	87,500	-	-	87,500
WAPA	650,000	-	-	650,000
Magellan	900,000	-	-	900,000
Minnkota Power	3,554,000	-	-	3,554,000
OHB Ring Levee (WP-43) Utility Relocations	2,812,015	-	-	2,812,015
Cass Rural Water District	761,000	-	-	761,000
Cass County Electric	806,749	-	-	806,749
Sprint	350,000	-	-	350,000
Red River Communications	52,230	-	-	52,230
Midcontinent Communications	391,036	-	-	391,036
City of Fargo	451,000	-	-	451,000
Other	1,074,091	-	-	1,074,091



## 2016 Diversion Authority Cash Budget

Annual Budget		Current FY16 Budget	Paid thru 30 Nov 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
Retention		1,400,000	-	-	1,400,000
	Phase 1 Funding - Bois de Sioux WD, Brandrup 9	282,980	-	-	282,980
	Phase 1 Funding - Bois de Sioux WD, RedPath	340,000	-	-	340,000
	Phase 1 Funding - Bois de Sioux WD, Western 32	272,400	-	-	272,400
	Phase 1 Funding - BRRWD, Stoney Creek	336,000	-	-	336,000
	Phase 1 Funding - BRRWD, Upper South Branch	74,022	-	-	74,022
	Phase 1 Funding - BRRWD, Barnesville Township	94,598	-	-	94,598
	Phase 2 Funding - LA / Project Design		-	-	-
	Phase 3 Funding - Construction		-	-	-

# FY 2017 Cash Budget

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**FM Area Diversion Project  
FY2017 CASH BUDGET**

Schedule Budget Categories	FY2017 Cash Budget	Paid Thru {date}	Expected Additional Payments FY2017	Remaining FY 2017 Budget
<b>PROGRAM</b>	<b>241,311,231</b>		<b>241,311,231</b>	<b>241,311,231</b>
Diversion Channel & Assoc. Infrastructure	16,575,999		16,575,999	16,575,999
Southern Embankment & Assoc. Infrastructure	100,000		100,000	100,000
Other Mitigation Projects	24,246,248		24,246,248	24,246,248
In-Town Flood Protection	46,175,722		46,175,722	46,175,722
Enabling Work / Other	9,810,803		9,810,803	9,810,803
Land Acquisition & Mitigation	107,419,540		107,419,540	107,419,540
Engineering & Design Fees	10,693,575		10,693,575	10,693,575
Program Management	17,247,196		17,247,196	17,247,196
Contingency	804,879		804,879	804,879
Debt Service	8,137,268		8,137,268	8,137,268
Maintenance	100,000		100,000	100,000

**FM Area Diversion Project  
FY2017 CASH BUDGET**

<b>Schedule Budget Categories</b>	<b>FY2017 Cash Budget</b>	<b>Paid Thru {date}</b>	<b>Expected Additional Payments FY2017</b>	<b>Remaining FY 2017 Budget</b>
<b>PROGRAM</b>	<b>241,311,231</b>		<b>241,311,231</b>	<b>241,311,231</b>
Diversion Channel & Assoc. Infrastructure	16,575,999		16,575,999	16,575,999
Management, Legal, Financial, Procurement	8,801,499		8,801,499	8,801,499
Channel - Construction	7,774,500		7,774,500	7,774,500
Southern Embankment & Assoc. Infrastructure	100,000		100,000	100,000
WP-26 Diversion Inlet	-		-	-
WP-27 Red River - West Embankment	-		-	-
WP-29 Red River - East Embankment	-		-	-
WP-30 Wild Rice River Control Structure	-		-	-
WP-31 I-29 NS Bridge	-		-	-
WP-33 CR81 Bridge	-		-	-
WP-35 Red River Control Structure	-		-	-
WP-39 Overflow Embankment	-		-	-
WP-46 Utilities	-		-	-
WP-47 Utilities	-		-	-
WP-50 Phase II Demo	-		-	-
WP-51 Recreation	-		-	-
WP-53 BNSF Moorhead Line Raise	-		-	-
WP-54 - Hwy 75 Road Raise	-		-	-
USACE Local Share \ Management Oversight	100,000		100,000	100,000
Other Mitigation Projects	24,246,248		24,246,248	24,246,248
WP-36 Wild Rice Dam Mitigation	-		-	-
WP-40 Drayton Dam Mitigation	-		-	-
WP-41 Buffalo River Mitigation	-		-	-
WP-43 Oxbow-Hickson-Bakke	24,246,248		24,246,248	24,246,248
WP-49 Cultural Remediation	-		-	-
WP-52 Comstock Ring Levee	-		-	-
In-Town Flood Protection	46,175,722		46,175,722	46,175,722
WP-42 In-Town Levees	21,064,187		21,064,187	21,064,187
Complementary In-Town Flood Protection	25,111,535		25,111,535	25,111,535
Enabling Work / Other	9,810,803		9,810,803	9,810,803
Demolition	-		-	-
WP-28 - Cass County Road 16 and 17 Bridge	9,810,803		9,810,803	9,810,803

**FM Area Diversion Project  
FY2017 CASH BUDGET**

<b>Schedule Budget Categories</b>	<b>FY2017 Cash Budget</b>	<b>Paid Thru {date}</b>	<b>Expected Additional Payments FY2017</b>	<b>Remaining FY 2017 Budget</b>
<b>Land Acquisition &amp; Mitigation</b>	<b>107,419,540</b>		<b>107,419,540</b>	<b>107,419,540</b>
Management, Legal, Financial, Procurement	10,238,047		10,238,047	10,238,047
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	36,892,899		36,892,899	36,892,899
SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE	10,048,770		10,048,770	10,048,770
MITIGATION AND ASSOCIATED INFRASTRUCTURE	22,668,513		22,668,513	22,668,513
WP-38 Upstream Staging	24,844,800		24,844,800	24,844,800
IN-TOWN FLOOD PROTECTION	2,726,512		2,726,512	2,726,512
<b>Engineering &amp; Design Fees</b>	<b>10,693,575</b>		<b>10,693,575</b>	<b>10,693,575</b>
Management, Legal, Financial, Procurement	1,545,549		1,545,549	1,545,549
WORK-IN-KIND PROGRAMS (WIK) STUDIES	1,853,166		1,853,166	1,853,166
INDICATIVE DESIGN	207,092		207,092	207,092
(LERRDs) - LAND, EASEMENTS, ROW, RELOCATION & DISPOSAL AREAS (FMF)	-		-	-
PERMITTING	3,409,278		3,409,278	3,409,278
CERTIFICATION	138,950		138,950	138,950
FMDA DETENTION FUNDING	400,000		400,000	400,000
OTHER MITIGATION PROJECTS	3,076,557		3,076,557	3,076,557
ENABLING WORK	-		-	-
<b>Program Management</b>	<b>17,247,196</b>		<b>17,247,196</b>	<b>17,247,196</b>
Management, Legal, Financial, Procurement	17,247,196		17,247,196	17,247,196
<b>Contingency</b>	<b>804,879</b>		<b>804,879</b>	<b>804,879</b>
SYSTEM WIDE	116,423		116,423	116,423
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	-		-	-
SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE	1,340		1,340	1,340
OTHER MITIGATION PROJECTS	192,764		192,764	192,764
IN-TOWN FLOOD PROTECTION	489,833		489,833	489,833
ENABLING WORK	4,519		4,519	4,519
<b>Debt Service</b>	<b>8,137,268</b>		<b>8,137,268</b>	<b>8,137,268</b>
<b>Maintenance</b>	<b>100,000</b>		<b>100,000</b>	<b>100,000</b>

# PMC Contract Amendments

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## Recommended Contracting Actions Summary

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Date: December 14, 2016

<b>Construction Change Orders</b>		
<p><b>WP-42F.1N, 2<sup>ND</sup> Street North (North of Pump Station) Change Order 05</b></p> <ul style="list-style-type: none"> <li>Temporary Striping &amp; Quantity Balancing</li> </ul>	IBI, Inc.	<b>\$127,282.10</b>
<p><b>WP-42F.1S, 2<sup>ND</sup> Street North (South of Pump Station) Change Order 15</b></p> <ul style="list-style-type: none"> <li>42A.2 Gate Contract Transfer, quantity balancing &amp; differing site conditions.</li> </ul>	IBI, Inc.	<b>(\$416,726.77)</b>
<p><b>WP-42F.2, 2<sup>ND</sup> Street South Levee &amp; Floodwall Change Order 02</b></p> <ul style="list-style-type: none"> <li>Light Base Removal and Additional Time for Unsuitable Material.</li> </ul>	Hough, Inc.	<b>\$650.00</b>
<b>Total Construction Change Orders</b>		<b>(\$288,794.67)</b>



## Recommended Contracting Actions Summary

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Date: December 14, 2016

<i>Construction Change Orders</i>		
<p><b>WP-42F.1N, 2<sup>ND</sup> Street North (North of Pump Station) Change Order 05</b></p> <ul style="list-style-type: none"><li>• Temporary Striping &amp; Quantity Balancing</li></ul>	IBI, Inc.	<b>\$127,282.10</b>



**Technical Advisory Group Recommendation**

Meeting Date: 12/6/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group has reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF CONTRACTING ACTION:**

The Owner's Representative has reviewed and recommends the following Contract Action(s):

List description of Contract Action(s):

<b>Description</b>	<b>Budget Estimate (\$)</b>
<b>WP-42F.1N: Industrial Builders Inc.</b>	
<i>Change Order #05</i>	<b>127,282.10</b>
<ul style="list-style-type: none"> <li>WP-42F.1N, 2nd Street North (North of Pump Station) – Temporary Striping and Quantity Balancing</li> </ul>	

**Summary of Contracting History and Current Contract Action:**

Original Agreement or Amendment	Previous Project Cost	Budget (\$) Change	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	0.00	12,969,699.05	12,969,699.05	25-Apr-16	1-Jul-17	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	12,969,699.05	8,122.00	12,977,821.05	25-Apr-16	1-Jul-17	Water Main Insulation, Floodwall Caps Modification
Change Order No. 2	12,977,821.05	206,380.00	13,184,201.05	25-Apr-16	1-Jul-17	Differing Subsurface Conditions, Fire Hydrants and Vault 3A Relocation, Temporary Water for Area Businesses, Howard Johnson Foundation Removal, & BNSF Project Delay
Change Order No. 3	13,184,201.05	(22,030.50)	13,162,170.55	25-Apr-16	1-Jul 17	Plansheet Updates, Retaining Wall Column, 6" Impressed Concrete, Additional Bridge Lighting
Change Order No. 4	13,162,170.55	8,648.00	13,170,818.55	25-Apr-16	1-Jul 17	8" Plaza Concrete, Additional Pull Boxes, Milestone Changes
<b>Change Order No. 5</b>	<b>13,170,818.55</b>	<b>127,282.10</b>	<b>13,298,100.65</b>	<b>25-Apr-16</b>	<b>1-Jul 17</b>	<b>Temporary Striping and Quantity Balancing</b>

## DISCUSSION

Change Order No. 5 adds and modifies existing scope elements to total an increase of \$127,282.10 to the Contract Price. The Change Order consists of the following items:

1. **Temporary Striping** – Add lump sum bid *item 0145 Winter Suspension Striping* for \$6,182.00 to accommodate temporary striping of 4<sup>th</sup> Ave N and 2<sup>nd</sup> Street N due to the temperatures falling below the recommended temperature for permanent striping. The attached Change Order 5 Unit Price Schedule dated 12/15/2016 shows the price increase. There is no schedule change associated with this change item.
2. **Quantity Balancing** – Various items on the contract include unit rate prices. The Contractor bid the project based on estimated values. This change item adjusts quantities on unit rate items to reflect actual installed quantities. This work has been completed and the Contractor has been paid. The purpose of this change item is to update the Contract Price to reflect these installed quantities. The total cost of this change item is \$121,100.10. The majority of the cost from this change item resulted from the Bid Items 050 Subgrade Preparation, 0117 Subcut, and 0125 F&I Retaining Wall – Structural Concrete.
  - a. **Bid Item 0004 Connect Sewer Service Option C** – There was a discrepancy in the plans between the quantity listed on the bid items and the quantity shown in the plans. This change item adds \$1,260.00 to the Contract Cost.
  - b. **Bid Item 0038 Remove Storm Inlet** – Four additional storm sewer inlets required removal which were not indicated on as-built drawings so not included in the plans. This change item adds \$2,560.00 to the Contract Cost.
  - c. **Bid Item 0050 Subgrade Preparation** – As a result of much of parking reduction due to construction activities in the area the City of Fargo paved the former Hojo lot to create additional parking. The cost of this change item includes work to prepare the subgrade for the City's paving. This change item adds \$11,991.00 to the Contract Cost.
  - d. **Bid Item F&I Variable Height Curb** – This change item adds an additional 20 linear feet of variable height curb. Based on the condition of on-site curbing this additional curb needed to be installed to meet ADA ramp requirements at the intersection of 3<sup>rd</sup> St and 4<sup>th</sup> Ave. This change item adds \$1,140.00 to the Contract Cost.
  - e. **Bid Item 0096 Silt Fence – Standard** - This change item adds 94 linear feet of silt fence to the Contract for a total cost of \$249.10 to comply with NPDES standards.
  - f. **Bid Item 0117 Subcut** – The contractor encountered unsuitable soil on the project site beneath the floodwall footing. Soils beneath floodwall footing need to be structurally suitable and free of debris. HMG measured the quantity of material as it was removed. The total cost of this change item is \$34,050.00. This bid item was placed in the contract in case the Contractor ran across unsuitable soil. The quantity was unknown and an assumed quantity was used to get a bid price. The amount found was greater than the amount assumed.
  - g. **Bid Item 0125 F&I Retaining Wall – Structural Concrete** – The plan drawings showed the correct quantity for installed concrete; however, the bid quantity understated the amount due to a calculation error. The total cost for this change item is \$69,300. This would have been a project cost regardless of whether it had been shown on the bid sheet correctly or not.
  - h. **Bid Item 0136 F&I 4" Water Main Insulation** – This change item adds 10 additional linear feet of 4" water main insulation to accommodate the actual as-built quantity due to North Dakota Department of Health Requirements.

**ATTACHMENT(S):**

- 1. Change Order No. 5

**Submitted by:**



Tyler, Smith, P.E.  
CH2M  
Construction Services Manager  
Metro Flood Diversion Project

*December 6, 2016*

Date

Nathan Boerboom, Diversion Authority Project  
Manager

Concur: 07Dec2016 Non-Concur: \_\_\_\_\_

April Walker, Fargo City Engineer

Concur: 07Dec2016 Non-Concur \_\_\_\_\_

Mark Bittner, Fargo Director of Engineering

Concur: 07Dec2016 Non-Concur: \_\_\_\_\_

Jason Benson, Cass County Engineer

Concur: 07Dec2016 Non-Concur \_\_\_\_\_

David Overbo, Clay County Engineer

Concur: \_\_\_\_\_ Non-Concur: \_\_\_\_\_

Robert Zimmerman, Moorhead City Engineer

Concur: 07Dec2016 Non-Concur \_\_\_\_\_

Darrell Vanyo, Co-Executive Director

Concur: 07Dec2016 Non-Concur: \_\_\_\_\_

\_\_\_\_\_



## Recommended Contracting Actions Summary

---

Date: December 14, 2016

<i>Construction Change Orders</i>		
<p><b>WP-42F.1S, 2<sup>ND</sup> Street North (South of Pump Station) Change Order 15</b></p> <ul style="list-style-type: none"><li>42A.2 Gate Contract Transfer, quantity balancing &amp; differing site conditions.</li></ul>	IBI, Inc.	<b>(\$416,726.77)</b>

**Technical Advisory Group Recommendation**

Meeting Date: 12/6/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group has reviewed and recommends approval of the following Contract Action(s).

**SUMMARY OF CONTRACTING ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Contract Action(s):

Description	Budget Estimate (\$)
<b>WP-42F.1S: Industrial Builders Inc.</b>	
<i>Change Order #15</i>	<b>\$(416,726.77)</b>
<ul style="list-style-type: none"> <li>WP-42F.1S, 2nd Street North (South of Pump Station) – WP42A2 Gate Transfer, Quantity Balancing and Differing Site Conditions</li> </ul>	

**Summary of Contracting History and Current Contract Action:**

Original Agreement or Amendment	Previous Project Cost	Budget (\$) Change	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	0.00	0.00	16,184,905.85	08-Oct-15	15-Jun-17	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	16,184,905.85	0.00	16,184,905.85	08-Oct-15	15-Jul-17	Adds 30 days to the Contract Time, revises Interim Milestone A work items, and adds an option for descoping a portion of the Work
Change Order No. 2	16,184,905.85	169,490.20	16,354,396.05	08-Oct-15	15-Jul-17	Incorporates Work revisions to allow work around utility lines
Change Order No. 3	16,354,396.05	96,806.17	16,451,202.22	08-Oct-15	15-Jul-17	Water main, traffic poles, traffic control plan, Milestone A scope
Change Order No. 4	16,451,202.22	6,985.96	16,458,188.18	08-Oct-15	15-Jul-17	Bridge Lighting, concrete disposal, winter traffic control, extend 4 <sup>th</sup> St signal mods requirement
Change Order No. 5	16,458,188.18	68,743.01	16,526,931.19	08-Oct-15	15-Jul-17	Concrete grading within pump station, Unit price change, additional H Pile, bridge abutment seal, traffic signals, bridge abutment concrete disposal and floodwall connections.
Change Order No. 6	16,526,931.19	89,243.21	16,616,174.40	08-Oct-15	15-Jul-17	10 Feet of additional flood wall, incentive and disincentive changes to the Agreement.

Original Agreement or Amendment	Previous Project Cost	Budget (\$) Change	Revised Project Cost	Project Start	Project Completion	Comments
Change Order No. 7	16,616,174.40	16,378.55	16,632,552.95	08-Oct-15	22-Jul-17	Tee Manhole Addition, SS-10 Manhole Revision
Change Order No. 8	16,632,552.95	257,901.37	16,890,454.32	08-Oct-15	22-Jul-17	Differing Subsurface Conditions, floating castings
Change Order No. 9	16,890,454.32	(55,349.74)	16,835,104.58	08-Oct-15	22-Jul-17	Differing Subsurface Condition, Wall Penetrations, CenturyLink Concrete Removal, Furnish and Install Signal Light Pull Boxes, City Hall Construction Accommodation and Misc. Items
Change Order No. 10	16,835,104.58	32,505.68	16,867,610.26	08-Oct-15	22-Jul-17	Disposal of 2B Vault, Differing Subsurface Conditions – Silo Disposal in Case Plaza, and Floodwall Cap Modification
Change Order No. 11	16,867,610.26	52,242.85	16,919,853.11	08-Oct-15	22-Jul-17	Differing Subsurface Conditions July Removals, Repair Storm Manholes, Contaminated Soils Removal, Storm Structure ST-8 Cover, Impressioned Concrete Modifications, Administrative – Accounting Change, Administrative – Owner’s Rep and Engineer Roles and Responsibilities Change
Change Order No. 12	16,919,853.11	85,411.36	17,004,753.35	08-Oct-15	22-Jul-17	Differing Subsurface Conditions, Repair Storm Manholes
Change Order No. 13	17,004,735.35	75,899.63	17,080,652.98	08-Oct-15	22-Jul-17	Utility Vault Adjustment, 1 <sup>st</sup> Ave N Bridge Spall Removal, 42A2 Pump Station Elevation Discrepancy, Flared End Section Riprap, Case Plaza Parking Lot
Change Order No. 14	17,080,652.98	81,306.44	17,154,700.72	08-Oct-15	22-Jul-17	Streetlight Modifications, City of Fargo Library Landscaping, Epoxy Paint, Differing Site Conditions, 3 <sup>rd</sup> Street Lighting Modifications, 1 <sup>st</sup> Ave Plaza Bench Modifications, and Topsoil Import
Change Order No. 15	17,154,700.72	(416,726.77)	16,737,973.95	08-Oct-15	22-Jul-17	WP42A2 Gate Transfer; Quantity Balancing and Differing Subsurface Conditions

**DISCUSSION**

Change Order No. 15 adds new and modifies existing scope elements to total a net decrease of \$416,726.77 to the Contract Price. The Change Order consists of the following items:

- 1. 42A.2 Gate Contract Transfer** – This change item incorporates the cost to install a decorative fence at the 2<sup>nd</sup> St pump station for a total cost of \$52,546.56. The decorative fence cost and scope were previously removed from the 42A2 contract under 42A2 Change Order 11 to allow close-out of the 42A2 Contract before the end of 2016 and prevent administrative costs associated with keeping the Contract open in 2017.

- 2. Quantity Balancing** – Various items on the contract include unit rate prices. The Contractor bid the project based on estimated values. This change item adjusts quantities on unit rate items to reflect actual installed quantities. This work has been completed and the Contractor has been paid. The purpose of this change item is to update the Contract Price to reflect these installed quantities. The total cost of this change item is a net deduct of \$469,757.20. The majority of the deduct came from the contaminated soil cost being less than expected. Quantities that changed include the following:
- a. Bid Item 0045 F&I Insulation 4" Thick* – The water main services for the City Hall building required adjustment. At the time of design/bidding it had not been determined where the services would need to be located. The insulation referenced in the bid item is placed around this water main. This change item resulted in a net cost increase of \$1,152.00.
  - b. Bid Item 0084 Plug Storm Pipe 14" thru 24" Dia* – Additional piping was required to accommodate the Civic Center Parking Lot work, which was previously approved under Change Order 13. This change item resulted in a net cost increase of \$5,940.00.
  - c. Bid Item 0140 Obliterate Pavement Markings* – Additional pavement markings required removal to accommodate the Civic Center Parking Lot work, which was previously approved under Change Order 13. This change item resulted in a net cost increase of \$1,780.00.
  - d. Bid Item 0199 Removal of Contaminated Soil* – On-site testing after excavation revealed that contaminated soil could be used as cover for the City of Fargo Landfill rather than hauling the material to an appropriate disposal facility, which was the intent of the bid. This resulted in net savings to the project due to the proximity of the landfill as compared to the disposal facility. This change item resulted in a net cost deduct of \$454,098.39.
  - e. Bid Item 0200 Removal of Highly Contaminated Soil* – On-site testing after excavation revealed that there was no highly contaminated soil at this site, so this bid item was not used. This change item resulted in a net cost deduct of \$32,000.
  - f. Bid Item 0245 F&I Impressed 6" Thick Reinf Conc* – The project team determined that 6" impressed concrete should be used at intersections throughout the project to comply with City of Fargo specifications. This change item resulted in a net cost increase of \$7,560.00.
- 3. Differing Site Conditions** – The Contractor has continued to encounter structurally unsuitable soils that cannot be used on-site. During the Month of October the Contractor encountered additional unsuitable soils. This change item includes labor and equipment costs for the removal of soils. The total cost of this change item is \$483.87. This is anticipated to be the last of the differing site conditions cost for this contract.

**ATTACHMENT(S):**

- 1. Change Order 15
- 2. Contractor's Change Order Request Dated 12/2/2016 (42A2 Gate Contract Transfer)
- 3. Contractor's Change Order Request Dated 11/18/2016 (Differing Subsurface Conditions)

**Submitted by:**



Tyler Smith, P.E.  
CH2M  
Metro Flood Diversion Project

December 6, 2016

Date

Nathan Boerboom, Diversion Authority Project  
Manager

Concur: 08Dec2016 Non-Concur: \_\_\_\_\_

April Walker, Fargo City Engineer

Concur: \_\_\_\_\_ Non-Concur \_\_\_\_\_

Mark Bittner, Fargo Director of Engineering

Concur: 07Dec2016 Non-Concur: \_\_\_\_\_

Jason Benson, Cass County Engineer

Concur: 08Dec2016 Non-Concur \_\_\_\_\_

David Overbo, Clay County Engineer

Concur: \_\_\_\_\_ Non-Concur: \_\_\_\_\_

Robert Zimmerman, Moorhead City Engineer

Concur: 08Dec2016 Non-Concur \_\_\_\_\_

Darrell Vanyo, Co-Executive Director

Concur: 07Dec2016 Non-Concur: \_\_\_\_\_

\_\_\_\_\_





## Recommended Contracting Actions Summary

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Date: December 14, 2016

<i>Construction Change Orders</i>		
<p><b>WP-42F.2, 2<sup>ND</sup> Street South Levee &amp; Floodwall Change Order 02</b></p> <ul style="list-style-type: none"><li>• Light Base Removal and Additional Time for Unsuitable Material.</li></ul>	Hough, Inc.	<b>\$650.00</b>

**Technical Advisory Group Recommendation**

Meeting Date: 12/06/2016

**RECOMMENDATION FOR ACTION:**

The Technical Advisory Group has reviewed and recommend approval of the following Contract Action(s).

**SUMMARY OF CONTRACTING ACTION:**

The Owner’s Representative has reviewed and recommends the following Contract Action(s):

List description of Contract Action(s):

Description	Budget Estimate (\$)
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**Hough Inc.**

*Change Order #02*

**\$650.00**

WP-42F2, 2<sup>nd</sup> Street South Levee and Floodwall – Light Base Removal and Additional Time for Unsuitable Material

**Summary of Contracting History and Current Contract Action:**

Original Agreement or Amendment	Previous Project Cost	Budget (\$) Change	Revised Project Cost	Project Start	Substantial Completion	Project Completion	Comments
WP-42A.1/A.3 contract	0.00	1,448,373.17	1,448,373.17	17-Jul-16	31-Oct-16	15-Jul-17	Awarded 2 <sup>nd</sup> Street South Levee and Floodwall
Change Order 1	1,448,373.17	206,886.08	1,655,259.25	17-Jul-16	2-Nov-16	15-Jul-17	Traffic Control, Subsurface Conditions, Catchbasin, 4” Valve and Pipe, Setting ST 3, 6” Valve and Pipe, Pavement Markings, Unsuitable Material, Plan Updates, and Administrative – Owner’s Rep and Engineer’s Responsibilities
Change Order 2	1,655,259.25	650.00	1,655,909.25	17-Jul-16	16-Nov-16	15-Jul-17	Light Base Removal and Time for Unsuitable Material Excavation and Stockpiling

**DISCUSSION**

Change Order No. 2 increases the Contract Price by **\$650.00** and extends Substantial Completion by **14 days** for the following items. The cost and time were reviewed by the Engineer and Owner’s Representative and found to be reasonable.

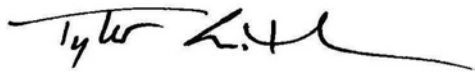
- Light Base Removal.** A street light base outside the project limits is located in the sidewalk on the south side of 2<sup>nd</sup> Street South and is a tripping hazard. Add \$650 to the Contract Price to remove the base to 12” below the surface and replace the sidewalk. The Owner’s representative and Engineer have reviewed this cost and consider it reasonable.

1. **Additional Time to Excavate Unsuitable Material.** During the excavation of the levee inspection trench, a large quantity of unsuitable material was removed and stockpiled. The cost associated with removal of the material and import of suitable material was addressed in Change Order 01. This adds 14 days to Substantial Completion to account for the Engineer’s decision making delay when the material was first encountered, and to excavate and stockpile the material. The stockpile removal from the site is no longer required to meet Substantial Completion. Removal work has been ongoing, will continue into the winter, and will be added to the Substantial Completion punchlist. This is a no cost change.

**ATTACHMENT(S):**

Draft Change Order No. 2  
 Change Order Request No. 10 from Hough Inc.

**Submitted by:**



\_\_\_\_\_  
 Tyler Smith, P.E.  
 CH2M HILL  
 Project Manager  
 Metro Flood Diversion Project

December 6, 2016  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Nathan Boerboom, Diversion Authority Project  
 Manager  
 Concur: 08Dec2016 Non-Concur: \_\_\_\_\_

\_\_\_\_\_  
 April Walker, Fargo City Engineer  
 Concur: \_\_\_\_\_ Non-Concur: \_\_\_\_\_

\_\_\_\_\_  
 Mark Bittner, Fargo Director of Engineering  
 Concur: 07Dec2016 Non-Concur: \_\_\_\_\_

\_\_\_\_\_  
 Jason Benson, Cass County Engineer  
 Concur: 08Dec2016 Non-Concur: \_\_\_\_\_

\_\_\_\_\_  
 David Overbo, Clay County Engineer  
 Concur: \_\_\_\_\_ Non-Concur: \_\_\_\_\_

\_\_\_\_\_  
 Robert Zimmerman, Moorhead City Engineer  
 Concur: 08Dec2016 Non-Concur: \_\_\_\_\_

\_\_\_\_\_  
 Darrell Vanyo, Co-Executive Director  
 Concur: 07Dec2016 Non-Concur: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_



## FARGO-MOORHEAD AREA DIVERSION PROJECT

**LAND ACQUISITION DIRECTIVE (LAD) LAD-OPP-01 REV-01**

**DATE:** 12/14/2016

**AQUIRING ENTITY:** Cass County Joint Water Resource Districts (CCJWRD)

**WORK PACKAGES:** 30 Wild Rice Control Structure; 38 Upstream Mitigation Area

**BACKGROUND:**

The Diversion Authority approved a budget of \$4,865,497 for opportunistic acquisitions in 2016. This budget is intended to provide a source of funding for acquisition of properties where the property owner requests early acquisition, provided that the property will ultimately be needed for the project.

This Land Acquisition Directive (LAD) will serve as a tracking and reporting tool for early, opportunistic acquisitions. Each request for early acquisition will be presented as a revision to this LAD.

To date, \$1,536,000 has been spent from the 2016 opportunistic acquisition budget of \$4,865,497.

**OPPORTUNISTIC PROPERTY ACQUISITIONS:**

The following opportunistic property acquisitions are recommended and directed.

Property OID# (Owner)	Work Package	Property Type	Land Firm
9261 (Hentges)	WP 38 MN Upstream	Rural Residential	HMG (SRF)
1955 (Haux)	WP 38 ND Upstream	Rural Residential	HMG (SRF)
2155 (Shereck)	WP 38 ND Upstream	Rural Residential	HMG (SRF)
1959 (Ihle)	WP 38 ND Upstream	Rural Residential	HMG (SRF)
813 (Freeman)	WP 30 Wild Rice Control Structure	Agricultural (9 acres)	HMG (SRF)

**ATTACHMENTS:**

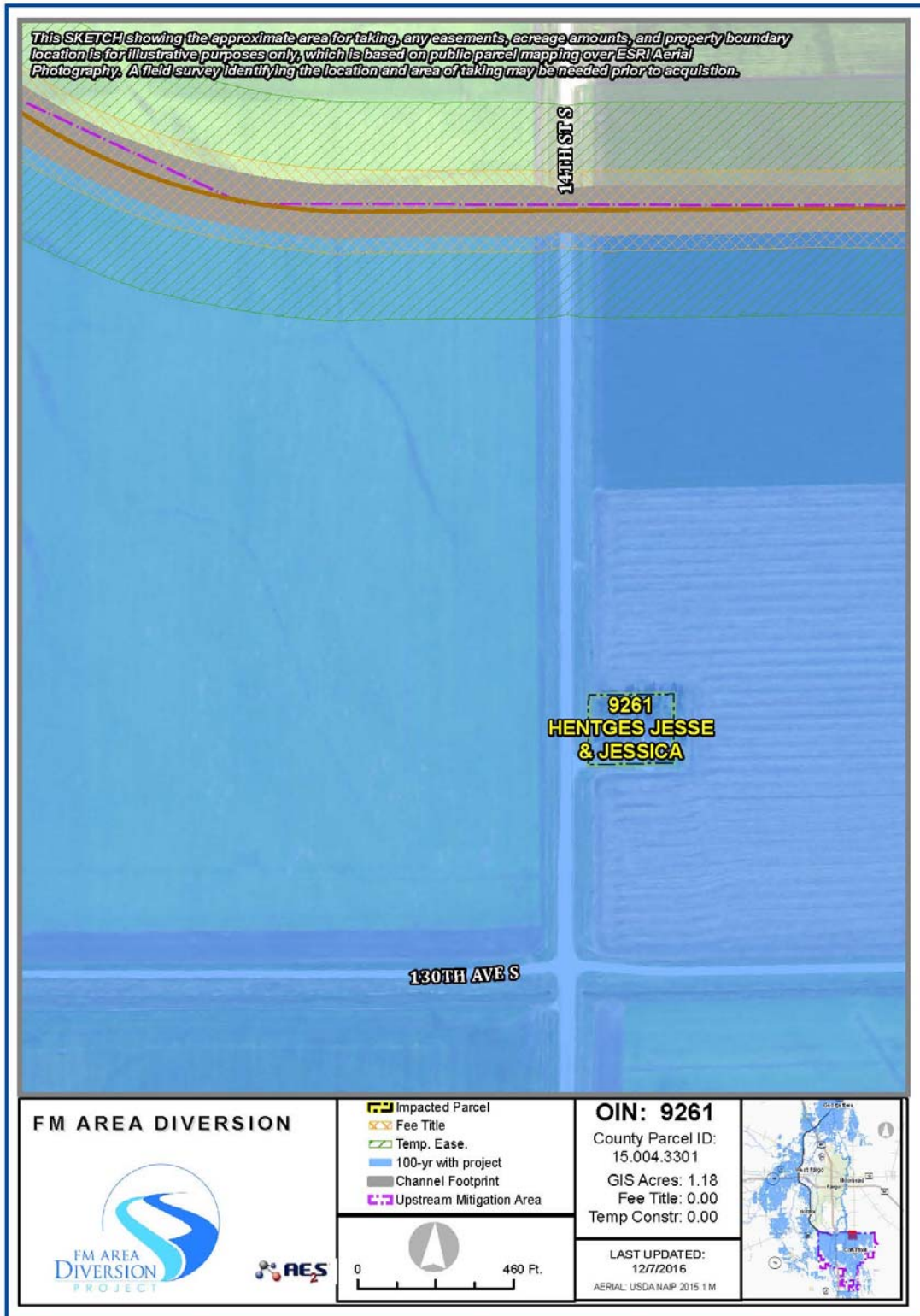
- Maps for 9261, 1955, 2155, 1959, 813

<b>Recommended by:</b>	Eric C. Dodds Program Management Consultant / AE2S	Program Manager
	Signature	Date

<b>Directed by:</b>	Diversion Authority Finance Committee	Title
	Signature	Date

**COPIES:**

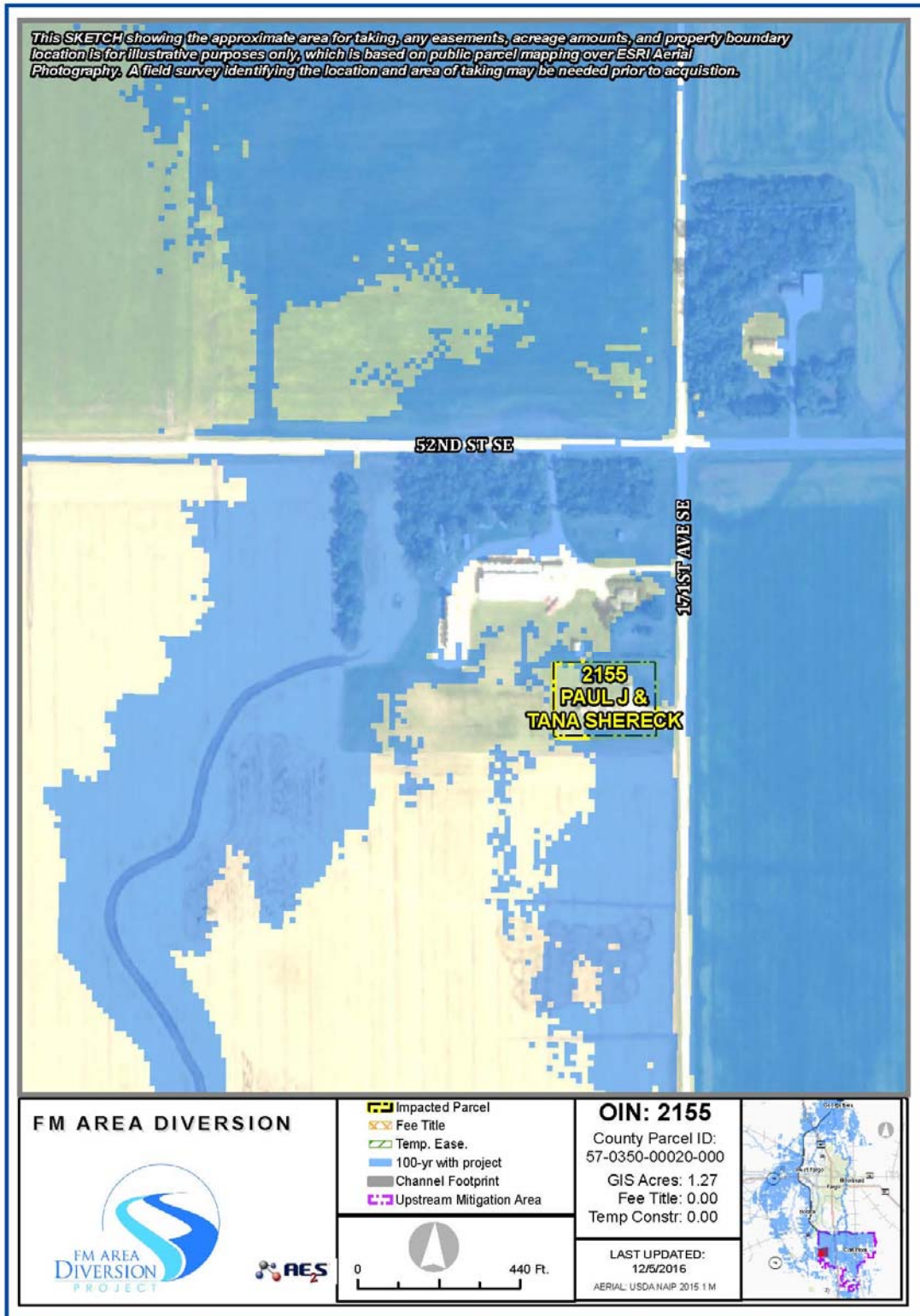
- CCJWRD
  - Carol Lewis
- OHNSTAD TWICHELL, P.C.
  - Sean M. Fredricks
  - Christopher M. McShane
  - Lukas D. Andrud
- CH2M/AE2S
  - Randy Richardson, Program Manager
  - Robert Cowen, Program Controls Manager
  - Joe Herbst, Real Estate Program Coordinator
- Finance Staff
  - Mike Montplaisir, Auditor, Cass County
  - Kent Costin, Director of Finance, City of Fargo
  - Jamie Bullock, Grants Accountant, City of Fargo



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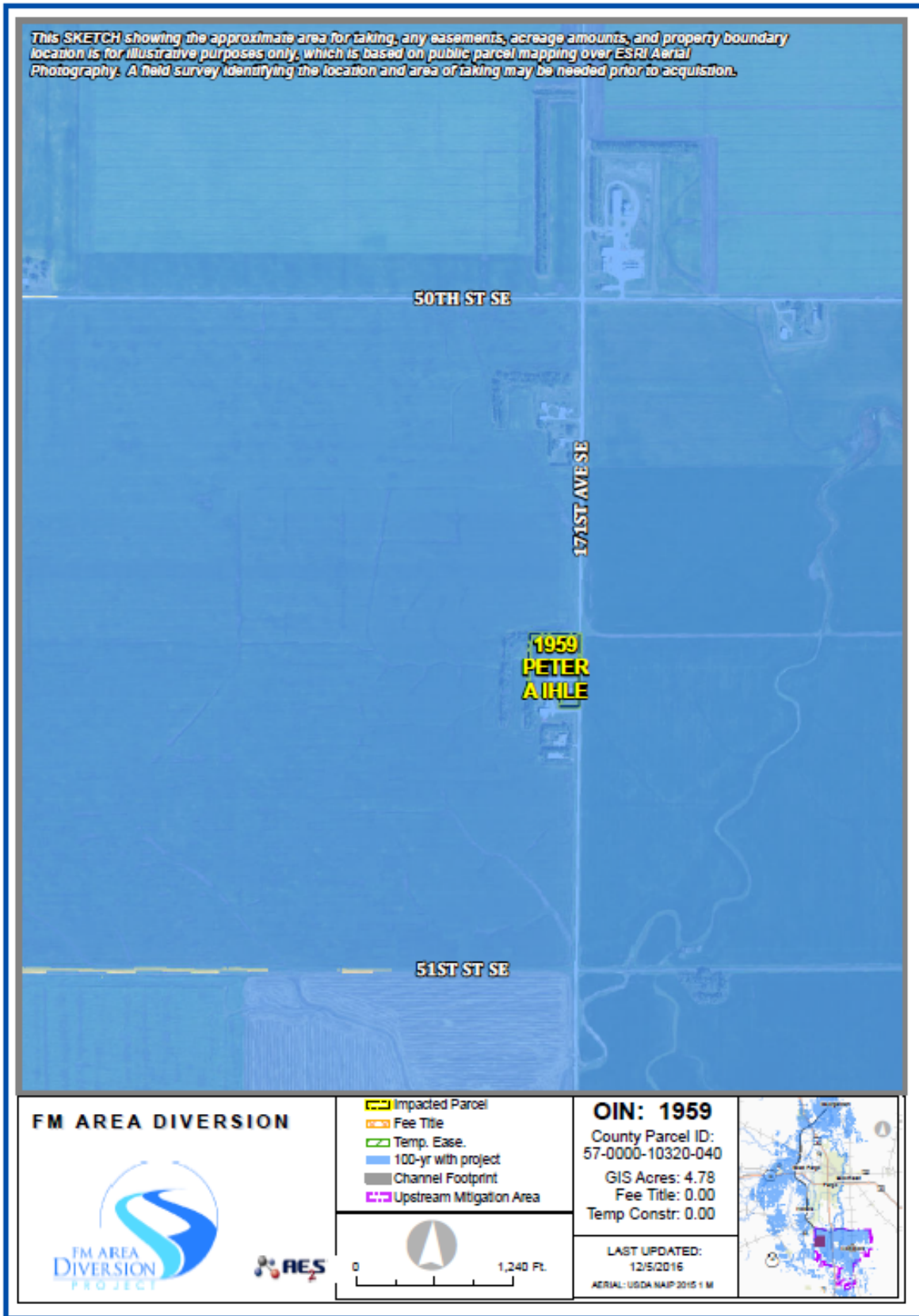


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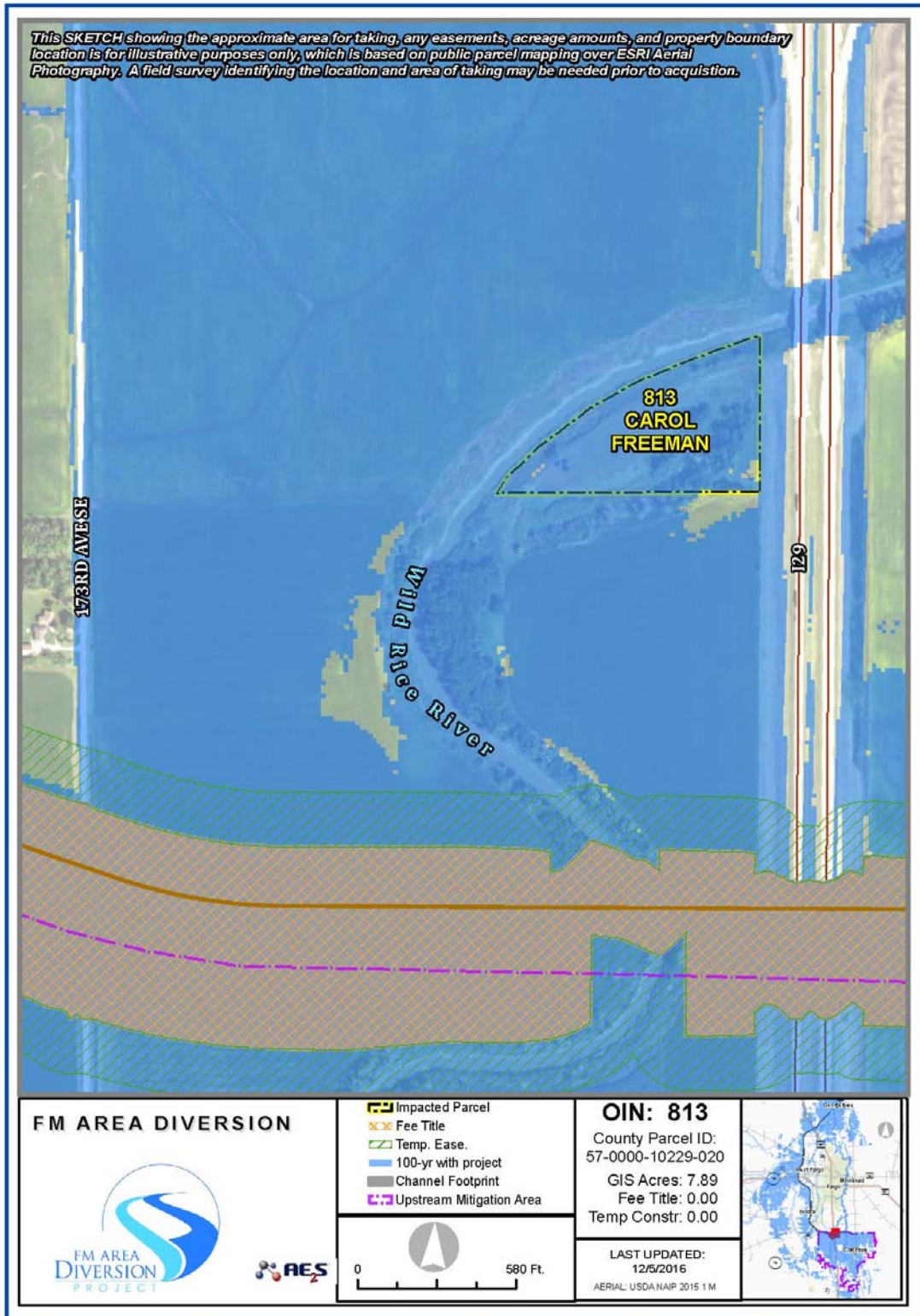


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This is Statement of Work No. 03,  
Amendment 0, consisting of 4 pages.

**Ernst & Young Infrastructure Advisors, LLC**

## Statement of Work No. 03, Amendment 0

*Financial Plan revisions, Request for Proposal Phase Support, Proposal Evaluation Support*

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In accordance with the Agreement between **Metro Flood Diversion Authority** ("Client") and **Ernst & Young Infrastructure Advisors, LLC** ("EYIA") for Professional Services, dated May 14, 2015 ("Agreement"), Client and EYIA agree that the Statement of Work include the following elements, with specific activities to be directed by the Client as follows:

1. Specific Project Data
  - A. Title: Request for Proposal support, responses to Proposer Q&A, Proposal evaluation support
2. Services of EYIA
  - A. Financial Plan and financing/ procurement strategy
    - a. Work with the Client's Program Management Consultant and municipal advisors to manage or refine on an ongoing basis, the financial plan for the project.
    - b. Assist the Project team in explaining the nature and delivery of the financial plan to stakeholders, as requested
    - c. Participate in P3 Working Group and other meetings
  - B. Continue to support the Client in its interactions with the US Army Corps of Engineers
  - C. Assist the Client in preparing, revising and responding to question on due diligence materials to support procurement and for inclusion in the data-room, including financial White Papers
  - D. To the extent requested by the Client, provide comment on aspects of the Technical Requirements or input into Proposer questions on Technical Requirements
  - E. Request for Proposals (RFP) Support
 

Assist the Client in managing the RFP process, including the following elements:

    - a. Responding to Proposer questions on financial aspects of the RFP
    - b. Support in revisions to financial aspects of the RFP drafts and Final RFP
    - c. Participation in one-on-one meetings with shortlisted Proposers
    - d. Finalization of financial proposal requirements
  - F. At Client's request or direction, refine financial model at various stages to test or reflect financial impact of changes to different deal parameters that arise.
  - G. Assist with the Client's evaluation of Financial Proposals, including support in developing briefing materials for stakeholders and Client leadership regarding Developer selection
  - H. Support Client in its negotiations with the apparent best value proposer as necessary to establish a final contract and reach financial close, including financing and security package. Benchmark financing terms for financial close. Prepare and present briefing papers for Client management summarizing deal terms. Support Client in addressing conditions precedent to financial close.
  - I. Assist Client in the closing process, clearing conditions precedent and finalizing loan documentation.
  - J. Meetings, Calls, and Working Groups
    - a. Attend P3 working group meetings, project team meetings and conference calls regarding the procurement to coordinate activities and present deliverables, as required.

3. Deliverables:

- A. Financial analysis and stakeholder presentations
- B. Financial model outputs
- C. Input into draft and Final RFP documents
- D. Summary of Financial Proposals
- E. White Paper(s) and decision memos

4. Times for Rendering Services

- A. Period of Performance of this Statement of Work ends on December 31, 2017.

5. Payments to EYIA

- A. Client shall pay EYIA for services rendered in accordance with Agreement and the rate schedule in Attachment A. The following table presents the estimated budget breakdown by Subtask. This Statement of Work shall be authorized and limited by the total budget amount. Subtask amounts are estimates and shall not be considered limits.
- B. EYIA will only invoice for actual expenses related to taxi, parking, airfare (coach class only) and lodging. Hotel expenses will be invoiced at the GSA per diem amount for North Dakota lodging plus tax. Current GSA rates are available at: <https://www.gsa.gov/portal/content/104877>. EYIA will not invoice expenses for meals during travel for Client purposes.

Subtask	Description	Budget Estimate (\$)
A	Financial Plan and financing/ procurement strategy	\$140,000
B	Support USACE interactions	\$20,000
C	Due Diligence	\$140,000
D	Technical Requirements input	\$100,000
E	RFP support	\$600,000
F	Model analysis updates for deal terms	80,000
G	Financial Proposal Evaluation support	\$180,000
H&I	Closing support	\$200,000
G	Meetings, calls and working groups	\$180,000
	Direct costs (travel, accommodation, etc)	\$60,000
	<b>TOTAL</b>	<b>\$1,700,000</b>

6. Consultants: None

7. Other Modifications to Agreement: None

8. Attachments: Attachment A, Rate Schedule

9. Documents Incorporated By Reference: Agreement dated May 14, 2015

10. Terms and Conditions: Execution of Statement of Work by Client and EYIA shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. EYIA is authorized to begin performance as of the date of the Agreement for Professional Services.

**EYIA:**

**Ernst & Young Infrastructure Advisors, LLC**

---

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

Tom P. Rousakis

*Name*

Senior Managing Director

*Title*

DESIGNATED REPRESENTATIVE:

Tom P. Rousakis

*Name*

Senior Managing Director

*Title*

5 Times Square  
New York, NY 10036

*Address*

[Tom.Rousakis@ey.com](mailto:Tom.Rousakis@ey.com)

*E-Mail Address*

Office (212) 773-2228; Cell: (917) 442-2701

*Phone*

*Fax*

**CLIENT:**

**Metro Flood Diversion Authority**

---

*Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

Darrell Vanyo

*Name*

Chairman, Board of Authority

*Title*

DESIGNATED REPRESENTATIVE:

Michael Redlinger

*Name*

Assistant Fargo City Administrator

*Title*

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

*Address*

[mredlinger@cityoffargo.com](mailto:mredlinger@cityoffargo.com)

*E-Mail Address*

*Phone*

*Fax*

## Attachment A – Rate Schedule

### Labor:

<b>Title</b>	<b>Rate<sup>1</sup></b>
Senior Managing Director / EY Principal	\$550
Managing Director / EY Executive Director	\$500
Senior Vice President / EY Senior Manager	\$475
Vice President / EY Manager	\$425
Senior Associate / EY Senior Consultant	\$365
Analyst / EY Staff	\$260

<sup>1</sup>Rates are subject to escalation on January 1, 2017, and annually thereafter at the greater of 3.5% or CPI.

### Expenses:

Actual cost

## Request for Proposals (RFP) – Executive Summary

### **I. Introduction**

Provided below is an Executive Summary of the Request for Proposals (“RFP”) to be issued to procure a public-private partnership (“P3”) for the Diversion Channel and Associated Infrastructure Work Package (“DCAI”) of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”). Collectively, the RFP exceeds three hundred fifty (350) pages, and as a result, the Executive Summary is being provided in the interests of time and efficiency. If any individual Diversion Authority Board member wishes to review the RFP in its entirety, a copy may be obtained from General Counsel.

### **II. Request for Proposals**

The RFP is comprised of three related documents – (1) Instructions to Proposers, (2) Technical Requirements, and (3) Project Agreement. When considered together, these three (3) documents are analogous to a single set of contracting documents in a regular procurement that include instructions to bidders, contract terms, and technical specifications for the project. Each of these documents may eventually vary slightly due to comments received from Proposers during the informal one-on-one meetings.

#### (1) Instructions to Proposers

The Instructions to Proposers (“ITP”) provides an outline of the RFP process and evaluation to Proposers. The first section of the ITP includes an introduction and a general discussion of the Comprehensive Project; the shared approach to delivering the Comprehensive Project; how communications with the Authority will occur; and the limitations on Proposers’ conduct during the RFP phase, including addressing conflicts of interest and that the Authority must approve of changes to a Proposer’s organization or key personnel. The ITP further limits any Authority liability for information provided to Proposers, such as geotechnical information.

Next, the ITP provides a summary of the RFP process, including describing issuance of documents to Proposers; the submission of questions and comments by Proposers; one-on-one meetings with Proposers; and the submission of Innovative Technical Concepts (“ITCs”) and Interim Technical Submittals (“ITS”) by Proposers. The ITP further includes a discussion of the Authority’s review of all of the above-listed items and the general requirements for the Proposers’ Technical and Financial Proposals. All four (4) Proposers are required to submit \$1,000,000 worth of proposal security as a commitment to enter the Project Agreement, if selected. The Successful Proposer will be required to submit additional, and more substantial, security to ensure its commitment to reach financial close.

The ITP then includes a discussion of how the Authority will evaluate the Technical and Financial Proposals and how a Successful Proposer will be selected. The ITP reserves the Authority’s ability to reject a Proposal at any time and/or cancel the RFP. An additional in-depth discussion of the Financial Proposal is provided and includes information regarding interest rate fluctuations and credit spread risk sharing, to provide the best benefit for the Authority. The final sections discuss the finalization of the Project Agreement and commercial and financial close, protest procedures, and the Authority’s reserved rights and disclaimers.

## (2) Technical Requirements

The second major document of the RFP will be the Technical Requirements (“TRs”). The TRs discuss major DCAI project elements and provide associated design and construction requirements. The TRs additionally identify when interim and substantial completion occurs and how operation and maintenance of the DCAI project elements will occur. Lastly, the TRs discuss the handback requirements and the standards the project elements must meet prior to the Developer returning control of the DCAI to the Authority.

## (3) Project Agreement

The Project Agreement’s purpose is to provide contract terms between the Developer and the Authority for the delivery of the DCAI. The Project Agreement begins with a general discussion of the conditions precedent to commercial and financial close, representations and warranties, and how the Authority will review submissions.

The next portion of the Project Agreement covers the acquisition of right-of-way by the Authority and provides a discussion of securing governmental approvals, coordinating with utilities, and mitigating hazardous materials, which are largely the Developer’s responsibility. The Project Agreement then proceeds with describing the terms of the design, construction, operation, and maintenance of the DCAI.

Next, the Project Agreement includes terms for subcontractors and key personnel of the Developer and provides that the Developer and all of its subcontractors must comply with applicable law in carrying out work regarding the DCAI. The Project Agreement further provides terms for payment from the Authority to the Developer for delivering the DCAI, noncompliance by the Developer and timelines for rectification of the noncompliance, and the impact of noncompliance on payments to the Developer. Each noncompliance event is assigned a certain number of points, which in turn, reduce the amount of compensation the Authority pays to the Developer. Additionally, the Project Agreement covers the impact of delays in the Developer’s work and of supervening events.

Finally, the Project Agreement includes indemnities from the Developer, including indemnification of the Authority, and required insurance coverage for the work, how a change in financials of the Developer will be handled, when and how termination of the Project Agreement and work on the DCAI will occur, and other miscellaneous provisions generally included in contract documents.

## **III. Conclusion**

The purpose of this Executive Summary is to provide a synopsis of the three (3) major components of the RFP. Those major components include the ITP, the TRs, and the Project Agreement. Collectively, these documents are much like those included during a regular procurement and will regulate the entirety of the relationship between the Proposers, the Developer, and the Authority, from first proposal submissions to operating and maintaining the DCAI during the lifespan of the Project Agreement.



## Waiver of Protest and Design Proposal Preparation Reimbursement Agreement - Executive Summary

- At the meeting held on November 29, 2016, the Finance Committee recommended approval of this addition.
- P3 Industry Practice. Each of the four (4) short-listed teams will expend millions of dollars preparing a bid for the DCAI (Diversion Channel and Associated Infrastructure). CH2M estimates that each of the short-listed teams will expend approximately \$10 million in preparing a bid. Reimbursement for design preparation is a standard practice in the P3 industry. See the Attached Exhibit 1 (examples of other P3 projects).
- Purpose of the Waiver is two-fold:
  - (a) To secure a waiver of protest and legal challenge to the bid process by unsuccessful bidders. The total value of the project and the amount expended upon preparing the bid are significant, thus, it is critical to secure a waiver of the unsuccessful bidders' right to appeal the decision of the Diversion Authority.
  - (b) To obtain the right to use intellectual property rights from unsuccessful proposers. For example: recreation plans and designs for the aqueducts created by unsuccessful bidders can be used by the successful proposer to reduce design and project costs.
- Payment is only made for **actual** costs incurred.
  - (a) Developer can only receive a maximum amount of \$1,000,000 or fifty percent (50%) of its actual design costs incurred, whichever amount is less.
  - (b) Developer must submit a bid and evidence of costs incurred prior to receiving payment under the agreement.
- In the event the Diversion Authority cancels the P3 procurement, through no fault of the short-listed teams, each team would be entitled to a one-time payment of \$500,000 or an amount equal to each team's actual costs, whichever amount is less.
- Payment is only made after the bids are submitted, unless the Diversion Authority cancels the procurement.
- Payments of these amounts are already included within the budget.
- Lack of Waiver of Protest and Design Proposal Preparation Reimbursement Agreement will present the following risks to the Diversion Authority:
  - (a) Real risk of bid challenge - given the size, complexity, and cost involved in preparing a bid. The costs of a legal suit are unknown and could easily exceed the cost of the waiver.
  - (b) Industry practice - lack of a waiver means potential of losing short-listed bidders, which can result in less competition and increased project costs.

## EXHIBIT 1

### Payments for Work Product – Selected P3 Precedents

Project	State	Type of Procurement	CapEx	Payment for Work Product
<b>I-66</b>	VA	Highway DBFOM – demand risk	\$2.1bn	\$1.0m
<b>Purple Line</b>	MD	Transit DBFOM – Availability-based	\$2.5bn	\$2.0m Up to \$2.0m in the event of certain failures to meet financial close; up to \$2.0m in the event of cancellation prior to Proposal Due Date
<b>I-70</b>	CO	Highway DBFOM – Availability-based	\$1.1bn	\$2.0m \$1.0m if project cancelled before the submittal deadline
<b>Portsmouth Bypass</b>	OH	Highway DBFOM – availability-based	\$554m	The lesser of: <ul style="list-style-type: none"> <li>• \$1.0m</li> <li>• Proposer’s eligible costs of preparing the Technical and Financial Proposals</li> </ul>
<b>I-4 Ultimate</b>	FL	Highway DBFOM – availability-based	\$2.3bn	\$2.0m If project cancelled prior to proposal submission, amount is \$1m to \$2m on a graduated payment scale for actual development costs. If project cancelled after selection or Florida DOT fails to execute the agreement, amount to selected proposer is \$2.5m
<b>Pennsylvania Bridges</b>	PA	Bridge DBFOM – availability-based	\$1.0bn	\$1.0m
<b>I-69 Section 5</b>	IN	Highway DBFOM – availability-based	\$370m	\$1.0m If project cancelled prior to proposal submission, then amount paid is up to \$500,000 for actual, reasonable and documented development costs.
<b>Goethals Bridge</b>	NY/NJ	Bridge DBFOM – availability-based	\$1.2bn	\$1.0m

<b>Project</b>	<b>State</b>	<b>Type of Procurement</b>	<b>CapEx</b>	<b>Payment for Work Product</b>
<b>I-595</b>	FL	Highway DBFOM – availability-based	\$1.8bn	\$2.0m If project cancelled prior to proposal submission, then amount paid is up to \$2 million for actual development costs
<b>Port of Miami Tunnel</b>	FL	Tunnel DBFOM – availability-based	\$800m	\$2.0m If project cancelled prior to proposal submission, then amount paid is \$500,000 to \$2 million on a graduated payment scale for actual development costs

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING PROCEDURES AND PROTOCOLS FOR THE  
REQUEST FOR PROPOSALS PHASE OF THE P3 PROCUREMENT AND  
APPROVING, ISSUING, AND AUTHORIZING DISSEMINATION OF THE REQUEST  
FOR PROPOSALS TO DESIGN, BUILD, FINANCE, OPERATE, AND MAINTAIN THE  
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE WORK PACKAGE  
OF THE FARGO-MOORHEAD METROPOLITAN AREA FLOOD RISK  
MANAGEMENT PROJECT**

**WHEREAS**, the City of Moorhead, a political subdivision of the State of Minnesota; the City of Fargo, a political subdivision of the State of North Dakota; Clay County, a political subdivision of the State of Minnesota; Cass County, a political subdivision of the State of North Dakota; and Cass County Joint Water Resource District, a political subdivision of the State of North Dakota entered into a Joint Powers Agreement for the creation and ongoing operation of the Metro Flood Diversion Authority; and

**WHEREAS**, the Joint Powers Agreement provides for the cooperative administration of a project, specifically the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

**WHEREAS**, pursuant to Section 7.01 of the Joint Powers Agreement, the Metro Flood Diversion Authority is empowered to provide for the procurement of a Public-Private Partnership (“P3”) for Project Elements located within North Dakota; and

**WHEREAS**, construction of the Comprehensive Project was authorized by the United States Congress as part of the Water Resources Reform and Development Act of 2014, Public Law 113-121; and

**WHEREAS**, the Non-Federal Sponsors of the Comprehensive Project, which are the Metro Flood Diversion Authority, the City of Fargo, and the City of Moorhead, have entered into a Project Partnership Agreement (“PPA”), dated July 11, 2016, with the United States Army Corps of Engineers (“USACE”) for the Comprehensive Project; and

**WHEREAS**, the PPA sets forth a split delivery model for the Comprehensive Project, establishing the respective responsibilities of both the Non-Federal Sponsors and USACE; and

**WHEREAS**, pursuant to the PPA, the USACE will be responsible for completing the diversion inlet structure; the approximately six (6) mile connecting channel; the control structures on the Red River of the North and the Wild Rice River; the southern embankment; the overflow embankment; construction of road and railroad raises associated with the staging area; and all mitigation features that are not the responsibility of the Non-Federal Sponsors (“Federal Work”); and

**WHEREAS**, the Metro Flood Diversion Authority is the entity responsible for the Non-Federal Sponsors’ obligations under the PPA; and

**WHEREAS**, pursuant to the PPA, part of the Metro Flood Diversion Authority’s responsibility will be to design, construct, manage, operate, and maintain thirty (30) miles of channel and associated features; the channel outlet; two (2) aqueducts; two (2) hydraulic structures; eleven (11) drain inlets; various levees; four (4) railroad bridges; four (4) interstate bridges; eleven (11) county road bridges or crossings, as well as associated environmental mitigation and recreational features (the “Diversion Channel and Associated Infrastructure” or the “DCAI”); and

**WHEREAS**, Congress has passed, and the President has signed, a 2016 appropriations bill that includes USACE funding for construction of the Comprehensive Project; and

**WHEREAS**, to facilitate the design, construction, management, and financing of the DCAI, the Metro Flood Diversion Authority approved on September 2, 2015, a Notice of Intent to develop a P3 pursuant to North Dakota Century Code Chapter 48-02.1; and

**WHEREAS**, North Dakota Century Code Chapter 48-02.1 gives the Metro Flood Diversion Authority broad discretion to enter into a P3; and

**WHEREAS**, on July 14, 2016, the Metro Flood Diversion Authority issued a Request for Qualifications (“RFQ”) seeking statements of qualifications (“SOQs”) from those interested in designing, constructing, managing, and financing the DCAI; and

**WHEREAS**, an evaluation team (“Evaluation Team”) evaluated and scored the SOQs in accordance with developed evaluation criteria; and

**WHEREAS**, the Evaluation Team recommended, and the Metro Flood Diversion Authority short-listed four (4) proposers (“Proposers”) to participate in the Request for Proposals (“RFP”) phase of the P3 procurement; and

**WHEREAS**, the four (4) short-listed Proposers are Lake Agassiz Partners (Walsh/Meridiam), Red River Valley Partners (Fluor/Plenary), Red River Valley Alliance (Acciona/InfraRed), and Red River Partners (Graham/Parsons); and

**WHEREAS**, the RFP phase will include a two-step process – first, the issuance of a draft RFP and second, after receiving feedback, the issuance of a final RFP; and

**WHEREAS**, during the RFP phase, the Proposers will submit proposals (“Proposals”) that will be evaluated and scored by the Evaluation Team in accordance with developed evaluation criteria (“Evaluation Criteria”); and

**WHEREAS**, once the Evaluation Team has completed reviewing and scoring the Proposals, it will recommended one proposer to the Metro Flood Diversion Authority to review; and

**WHEREAS**, the Metro Flood Diversion Authority will review the recommended proposer, make findings and conclusions, and select the proposer (“Successful Proposer”) to negotiate and execute the Project Agreement with the Metro Flood Diversion Authority.

**NOW THEREFORE, BE IT RESOLVED**, the Metro Flood Diversion Authority adopts the procedures and protocols outlined in Exhibit A attached hereto to utilize in the RFP phase of the P3 procurement for the DCAI; further, the Metro Flood Diversion Authority approves, issues, and authorizes the dissemination of the Request for Proposals to Design, Build, Finance, Operate, and Maintain the Diversion Channel and Associated Infrastructure Work Package of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project as presented.

Adopted: December 15, 2016.

**METRO FLOOD DIVERSION  
AUTHORITY**

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Darrell Vanyo, Chair  
Diversion Authority Board

ATTEST:

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Michael J. Redlinger, Co-Deputy Executive Director

The motion for adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_,  
and upon roll call vote, the following voted in favor thereof:  
\_\_\_\_\_. The following were absent  
and not voting: \_\_\_\_\_. The following voted against the same: \_\_\_\_\_. A majority  
of the Members having voted aye, the resolution was declared duly passed and adopted.

CONCURRENCE

Pursuant to and in accordance with North Dakota Century Code § 61-16.1-24, the Cass County Joint Water Resource District hereby approves and adopts the procedures and protocols outlined in Exhibit A, attached hereto, to utilize in the RFP phase of the procurement of a P3 for the DCAI, and the Cass County Joint Water Resource District hereby approves, issues and authorizes the dissemination of the Request for Proposals to Design, Build, Finance, Operate and Maintain the Diversion Channel and Associated Infrastructure Work Package of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project as presented.

Dated: December \_\_\_\_\_, 2016

APPROVED:

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Mark Brodshaug, Chairman

ATTEST:

---

Carol Harbeke Lewis, Secretary-Treasurer

**EXHIBIT A**

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**PROCEDURES AND PROTOCOLS  
FOR THE  
REQUEST FOR PROPOSALS PHASE  
OF THE P3 PROCUREMENT**

**by**

**Metro Flood  
Diversion Authority**

**Dated as of December 15, 2016**

**Relating to:**

**Public-Private Partnership for  
Development and Construction of the  
Diversion Channel and Associated Infrastructure  
of the Fargo-Moorhead Metropolitan  
Area Flood Risk Management Project**

---

This instrument was drafted by:  
Ohnstad Twichell, P.C.  
John T. Shockley  
P.O. Box 458  
West Fargo, North Dakota 58078



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**ARTICLE I.  
DEFINITIONS AND INTERPRETATION**

**Section 1.01** DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Procedure and as defined in this Section unless a different meaning clearly applies from the context.

**“Aconex Electronic Document Management System”** means the electronic document management system utilized by the Metro Flood Diversion Authority for the P3 Procurement.

**“Authority Members”** means the City of Moorhead, Minnesota; the City of Fargo, North Dakota; Clay County, Minnesota; Cass County, North Dakota; and the CCJWRD.

**“CCJWRD”** means the Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, its successors, and assigns.

**“Comprehensive Project”** means the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

**“Diversion Authority Board”** means the Governing Body of the Metro Flood Diversion Authority.

**“Diversion Channel and Associated Infrastructure Work Package”** or **“DCAI”** means the approximately 30 mile, 20,000 cubic feet per second (cfs) channel and associated features to be constructed as part of the Comprehensive Project.

**“Drafters”** means those individuals who will be responsible for drafting and revising the RFP and responding to and meeting with Proposers, as outlined in this Procedure, and it includes General Counsel, CH2M, Ernst and Young, Ashurst, and other Metro Flood Diversion Authority technical advisors.

**“Evaluation Criteria”** means the criteria that will be used by the Evaluation Team to evaluate and rank the Proposals.

**“Evaluation Team”** means the team that evaluates and scores the Proposals using the Evaluation Criteria.

**“Executive Director”** means the Chief Administrative Officer of the Metro Flood Diversion Authority as set forth in Article XIV of the Joint Powers Agreement, including any Co-Deputy Executive Directors.

**“Final Draft RFP”** means the final draft of the draft RFP that will be considered by the Metro Flood Diversion Authority for adoption and dissemination.

**“Final RFP”** means the final RFP that will be considered by the Metro Flood Diversion Authority for adoption and dissemination.

**“Governing Body”** means the body that performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission. For example, the Cass County Commission, the Clay County Commission, the Moorhead City Council, and the Fargo City Commission are the Governing Bodies of each of said entities, as the board of the CCJWRD is the Governing Body for that entity.

**“Interim Proposal Submissions”** means draft Proposals and other documents submitted prior to the submission of the Proposals that will be considered to provide feedback to Proposers in the preparation and drafting of their Proposals.

**“Joint Powers Agreement”** means the agreement dated June 1, 2016, that was entered by and between the City of Moorhead, Minnesota; the City of Fargo, North Dakota; Clay County, Minnesota; Cass County, North Dakota; and the CCJWRD, in order to cooperate in the construction phase of the Comprehensive Project.

**“Metro Flood Diversion Authority”** means the permanent joint powers entity formed through the Joint Powers Agreement by the Authority Members to provide the Fargo-Moorhead Metropolitan Area with permanent and comprehensive flood protection.

**“Preliminary Drafts”** means those records or papers that are created and used by Drafters in the process of creating the Final Draft RFP.

**“Procedure”** means this Procedure and Protocols for the Request for Proposals Phase of the P3 Procurement.

**“Proposal”** means the work package submitted to the Metro Flood Diversion Authority by a Proposer in response to the Final RFP.

**“Proposal Submission Location”** means the location where Proposals will be submitted.

**“Proposer”** means any consortium, company, team, or joint venture that was selected during the Request for Qualifications to submit a Proposal in response to the RFP and includes the four (4) short-listed teams of Lake Agassiz Partners (Walsh/Meridiam), Red River Valley Partners (Fluor/Plenary), Red River Valley Alliance (Acciona/InfraRed), and Red River Partners (Graham/Parsons).

**“P3”** means a public-private partnership as outlined by North Dakota Century Code Chapter 48-02.1.

**“P3 Procurement”** means the P3 solicitation process, including the RFQ and the RFP, undertaken by the Authority.

**“Project Agreement”** means the contract to design, build, finance, operate, and maintain the DCAI that the Metro Flood Diversion Authority will enter with the Successful Proposer.

**“RFQ” or “Request for Qualifications”** means the solicitation that was issued by the Metro Flood Diversion Authority on July 14, 2016, as a part of the P3 Procurement.

**“RFP”** or **“Request for Proposals”** means the solicitation, including both the Final Draft RFP and the Final RFP, which will be issued by the Metro Flood Diversion Authority to Proposers that will outline the Proposal requirements.

**“Resolution”** means the resolution adopted by the Metro Flood Diversion Authority authorizing issuance of the Final Draft RFP.

**“Successful Proposer”** means the Proposer selected by the Metro Flood Diversion Authority to negotiate and enter the Project Agreement.

**“Support Team”** means a team consisting of one (1) technical staff person from each Authority Member and one (1) financial staff person from an Authority Member.

**Section 1.02** TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, and other document as from time to time amended, supplemented, or modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), (b) any reference herein to any person shall be construed to include any person’s permitted successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Procedure in its entirety and not to any particular provision hereof, and (d) all references herein to Articles, Sections, Exhibits, and Schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Procedure.

## **ARTICLE II. PRELIMINARY DRAFTS AND FINAL DRAFT RFP**

**Section 2.01** PREPARATION. The Drafters of the RFP will consist of a diversified group of individuals representing the Metro Flood Diversion Authority who possess financial, legal, project management, risk management, and engineering backgrounds. During the drafting phase of the Preliminary Drafts and the Final Draft RFP, Drafters may solicit, in their sole discretion, information and assistance from other disciplines and outside consultants and advisors. The Drafters have full discretion to include, in addition to the specific provisions provided in this Procedure, other provisions they believe are appropriate to include in the Preliminary Drafts and the Final Draft RFP.

## **ARTICLE III. ADOPTION OF FINAL DRAFT RFP**

**Section 3.01** REVIEW AND RESOLUTION. The Metro Flood Diversion Authority will review the Executive Summary of the Final Draft RFP following receipt and will determine

whether to adopt the Resolution. Voting by the Diversion Authority Board on the Resolution will occur in accordance with Article V of the Joint Powers Agreement.

**Section 3.02** CCJWRD ADOPTION. The Metro Flood Diversion Authority's adoption of the Resolution is contingent upon a resolution by the CCJWRD authorizing issuance of the Final Draft RFP. Accordingly, the Metro Flood Diversion Authority will not adopt the Resolution until after the CCJWRD has adopted a separate resolution authorizing issuance of the Final Draft RFP.

#### **ARTICLE IV. DISSEMINATION OF THE FINAL DRAFT RFP**

**Section 4.01** DISSEMINATION. Following adoption of the Resolution, the Metro Flood Diversion Authority will issue the Final Draft RFP to Proposers through the Aconex Electronic Document Management System.

#### **ARTICLE V. FINAL RFP**

**Section 5.01** FINALIZING THE FINAL DRAFT RFP. Following the dissemination of the Final Draft RFP, the Drafters will work to finalize the Final Draft RFP into the Final RFP. Finalization will occur through a series of revisions or amendments based upon feedback received from the Proposers. During the finalization process, Drafters may also solicit, in their sole discretion, information and assistance from other disciplines and outside consultants and advisors. The Drafters have full discretion to include, in addition to the specific provisions provided in this Procedure, other provisions they believe are appropriate to include in the Final RFP.

**Section 5.02** ONE-ON-ONE MEETINGS. Feedback to revise the Final Draft RFP will be received through one-on-one meetings with the Proposers. The Drafters and the Support Team will participate in one-on-one meetings with the Proposers, and the Drafters and the Support Team may schedule as many one-on-one meetings with the Proposers as they deem necessary.

**Section 5.03** QUESTIONS, COMMENTS, CLARIFICATIONS, ETC. Feedback to revise the Final Draft RFP will further be received through fielding questions, comments, and clarifications posed by Proposers. The Drafters and the Support Team will be responsible for fielding such questions, comments, and clarifications and providing feedback, as necessary, to the Proposers. The Drafters and the Support Team may receive questions, comments, and clarifications from the Proposers in their sole discretion.

**Section 5.04** INTERIM PROPOSAL SUBMISSIONS. In finalizing the Final Draft RFP into the Final RFP, the Drafters and the Support Team will also be responsible for reviewing any Interim Proposal Submissions and providing feedback to the Proposers. If the Drafters believe any schedule or parameters for Interim Proposal Submissions included in the Final Draft RFP need amendment, the Drafters may amend such schedule or parameters.

**Section 5.05** FINAL RFP. Once the Drafters have finalized the Final RFP, they must clearly mark the Final RFP as final and will transmit the Final RFP to the General Counsel to the Metro Flood Diversion Authority for dissemination and review by the Diversion Authority Board.

**ARTICLE VI.  
ADOPTION OF FINAL RFP**

**Section 6.01** REVIEW AND RESOLUTION. The Metro Flood Diversion Authority will review the Final RFP following receipt and will determine whether to adopt a resolution. Voting by the Diversion Authority Board on the resolution will occur in accordance with Article V of the Joint Powers Agreement.

**Section 6.02** CCJWRD ADOPTION. The Metro Flood Diversion Authority's adoption of a resolution is contingent upon a resolution by the CCJWRD authorizing issuance of the Final RFP. Accordingly, the Metro Flood Diversion Authority will not adopt a resolution until after the CCJWRD has adopted a separate resolution authorizing issuance of the Final RFP.

**ARTICLE VII.  
DISSEMINATION OF THE FINAL RFP**

**Section 7.01** DISSEMINATION. Following adoption of a resolution, the Metro Flood Diversion Authority will issue the Final RFP to Proposers through the Aconex Electronic Document Management System.

**ARTICLE VIII.  
EVALUATION TEAM**

**Section 8.01** DUTIES AND RESPONSIBILITIES. The Evaluation Team will be responsible for assisting in the development of Evaluation Criteria; reviewing, evaluating, and scoring both Technical and Financial Proposals in accordance with Evaluation Criteria; and preparing and recommending a Successful Proposer to the Metro Flood Diversion Authority.

**Section 8.02** COMPOSITION. The Evaluation Team will consist of a diversified group of individuals possessing financial, technical, and engineering backgrounds. Members of the Evaluation Team may include professionals from the Authority Members' engineering, financial, administrative, and program management teams. Each Authority Member will select one (1) technical staff member or consultant to join the Evaluation Team. Members of the Authority Members' Governing Bodies will not participate as part of the Evaluation Team. The Evaluation Team may request advice from the Metro Flood Diversion Authority's technical, financial, legal, engineering, and project management consultants and/or advisors.

**Section 8.03** COMMUNICATION WITH METRO FLOOD DIVERSION AUTHORITY. Once all Technical Proposals have been submitted and the Evaluation Team begins evaluating the Technical Proposals, the Evaluation Team shall not discuss either the Technical or Financial Proposals or the evaluation process with the Metro Flood Diversion Authority, the Diversion

Authority Board members, members of the Governing Bodies of the Authority Members, staff members of Authority Members, or public officials of Authority Members.

**Section 8.04** NO CONTACT WITH PROPOSERS BY GOVERNING BODY MEMBERS. Members of the Governing Bodies of the Authority Members and of the Diversion Authority Board shall have no contact with any Proposer.

## **ARTICLE IX. PROPOSALS**

**Section 9.01** PROPOSAL SUBMISSION LOCATION. The Drafters, in their sole discretion, will select the Proposal Submission Location and determine the hours of submission.

**Section 9.02** SUBMISSIONS. The Drafters, in their sole discretion, will determine the format for Proposals, organization of Proposals, assemblage of Proposals, and how submission of the Proposals will occur.

**Section 9.03** DEADLINE FOR SUBMISSIONS. The Drafters will set the deadline for submission of Proposals.

**Section 9.04** LATE SUBMISSIONS. Any Proposals that are made after the deadline for submissions will be considered late. The Evaluation Team may consider any late Proposals or may reject any late Proposals without consideration or evaluation in its sole discretion.

## **ARTICLE X. EVALUATION CRITERIA**

**Section 10.01** DRAFTING. The Drafters, in cooperation with the Evaluation Team, will be responsible for drafting Evaluation Criteria. During drafting, the Drafters, in cooperation with the Evaluation Team, in their sole discretion, may seek information and assistance from outside technical, financial, legal, engineering, and project management consultants or advisors.

**Section 10.02** EVALUATION CRITERIA CONSIDERATIONS. The Drafters, in cooperation with the Evaluation Team, in their sole discretion, will develop specific criteria to assess each Proposer's management, technical, and financial qualifications and capabilities and any other criteria that the Drafters in cooperation with the Evaluation Team, deem applicable. The Drafters, in cooperation with the Evaluation Team, will assign a maximum number of points that a Proposer can obtain for management, technical, and financial qualifications and capabilities and for any other considerations deemed applicable by the Drafters in cooperation with the Evaluation Team.

## **ARTICLE XI. EVALUATION OF PROPOSALS**

**Section 11.01** OUTSIDE CONSULTANTS AND ADVISORS. The Evaluation Team may solicit, in its sole discretion, information and assistance from outside consultants and advisors during the evaluation process.



**Section 11.02 SUBMISSIONS.** The Evaluation Team may, in its sole discretion, terminate evaluation of Proposals received at any time, reject any and all Proposals received at any time, disqualify Proposers, waive deficiencies in a Proposal, accept and review a non-conforming Proposal, permit clarifications and additional information to be submitted with respect to a Proposal, require confirmation of information submitted in a Proposal, or reserve any other rights that it deems appropriate.

**Section 11.03 SCORING BASED ON EVALUATION CRITERIA.** The Proposers will be ranked based upon the scores received during the evaluation pursuant to the Evaluation Criteria, with the highest-ranking Proposer receiving the most points.

**Section 11.04 EVALUATION TEAM CONTACT.** At any time during the Proposal evaluation process, the Evaluation Team or its outside consultants or advisors may, within the Evaluation Team's sole discretion, (a) submit written questions or requests for clarifications to the Proposer regarding its Proposal or related matters, (b) contact references included in the Proposal, or (c) visit facilities and clients associated with any Proposer that are included in the Proposal.

## **ARTICLE XII. SUCCESSFUL PROPOSER**

**Section 12.01 SUCCESSFUL PROPOSER.** Once the Evaluation Team has compiled the scores for all Proposers, the Evaluation Team will narrow the list of Proposers to the Successful Proposer who received the highest score during the evaluation by the Evaluation Team.

**Section 12.02 TRANSMISSION TO METRO FLOOD DIVERSION AUTHORITY.** The Evaluation Team will transmit the results of its evaluation and the identity of the Successful Proposer to the Executive Director for consideration and transmission to the Metro Flood Diversion Authority, its members, and the Diversion Authority Board members.

**Section 12.03 CCJWRD REVIEW AND APPROVAL.** The CCJWRD must concur with the selection of the Successful Proposer prior to the Metro Flood Diversion Authority's selection of the Successful Proposer.

**Section 12.04 METRO FLOOD DIVERSION AUTHORITY REVIEW AND APPROVAL.** The Metro Flood Diversion Authority, upon receiving the recommendation of the Successful Proposer, will review the evaluation, make findings and conclusions, and adopt the recommendation of the Successful Proposer. The Metro Flood Diversion Authority has the final authority to determine, in its best interests, which Proposer will be the Successful Proposer.

**Section 12.05 PROPOSAL PREPARATION REIMBURSEMENT.** The Drafters are authorized, under terms they deem appropriate, to make a proposal preparation reimbursement to those Proposers who are not selected as the Successful Proposer. If a Proposer agrees to accept a proposal preparation reimbursement, however, the Proposer may not protest the Metro Flood Diversion Authority's selection of the Successful Proposer or the RFP process.

**ARTICLE XIII.  
PROTEST PROCEDURES**

**Section 13.01** PROTEST. Any Proposer not accepting a Waiver of Protest and Proposal Preparation Reimbursement Agreement may protest the Metro Flood Diversion Authority's selection of the Successful Proposer or the RFP process by submitting through certified mail or hand delivery such protest setting forth the basis thereof in writing.

**Section 13.02** TIMING. In order to receive consideration, protests must be submitted to the Executive Director no later than five (5) calendar days after the Metro Flood Diversion Authority announces the Successful Proposer. The written protest must be received by the Executive Director no later than 5:00 p.m. Central Time on the fifth (5th) calendar day. In the event the fifth (5th) day falls on a weekend or an official holiday, the five-day period expires at 5:00 p.m. Central Time on the next regular business day.

**Section 13.03** CONTENTS. A protest should contain, at a minimum, the following:

- (a) The name and address of the protester, including telephone and facsimile numbers and an email address;
- (b) A statement concerning the protester's interest in the RFP process;
- (c) An executive summary of the basis of the protest, not to exceed two (2) pages;
- (d) A detailed statement of the basis for the protest, including any supporting documents and information; and
- (e) The relief requested and the reason therefor.

**Section 13.04** REVIEW. The Executive Director will review the protest and supporting documents and issue a written decision within five (5) business days of receipt of the protest. The Executive Director, in its sole discretion, however, may take any action or make any request deemed necessary in order to investigate the protest, including extending the time to issue a decision in order to obtain all evidence and other pertinent information. Once the Executive Director makes a written recommendation, it will provide a copy of such to the protester.

**Section 13.05** DIVERSION AUTHORITY BOARD DECISION. Upon receipt of the recommendation(s) of the Executive Director, the Diversion Authority Board may request additional information and/or evidence regarding the matter. The Diversion Authority Board will make findings, conclusions, and a decision regarding the protest. The Diversion Authority Board has the final authority to determine whether to accept or reject the protest. Once the Diversion Authority Board makes its decision, it will provide a copy of such decision to the protester.

**Section 13.06** APPEAL. Appeals of decisions may be taken in accordance with North Dakota Century Code Chapter 28-34.

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