

FLOOD DIVERSION AUTHORITY
FINANCE COMMITTEE
AGENDA FOR WEDNESDAY, JANUARY 13, 2016

Fargo City Commission Chambers
2:30 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 (Costin) Item No. 4
5. Springsted contract (Montplaisir) Item No. 5
6. Advanced funding for Corps of Engineers (Berndt)
7. P3 legal services contract – Ashurst LLP (Katie Bertsch)
8. Property acquisition (Dodds) Item No. 7
9. Other business
10. Next meeting—February 10, 2016
11. Adjournment

cc: Local Media
Flood Diversion Board of Authority
CH2M
AE2S

**FLOOD DIVERSION FINANCE COMMITTEE
DECEMBER 15, 2015—1:30 PM**

1. MEETING TO ORDER

A meeting of the Flood Diversion Finance Committee was held on Tuesday, December 15, 2015, at 1:30 PM in the Fargo City Commission Chambers, Fargo City Hall, with the following present: Cass County Administrator Keith Berndt; Cass County Joint Water Resource District Chairman Mark Brodshaug; Clay County Auditor/Treasurer Lori Johnson; Cass County Auditor Mike Montplaisir; Moorhead City Council Member Nancy Otto; Cass County Commissioner Rick Steen; Cass County Commission Representative Darrell Vanyo; Moorhead Finance Director Wanda Wagner; and Fargo City Commissioner Mike Williams. Fargo Finance Director Kent Costin and Fargo City Mayor Tim Mahoney were absent.

Also present were Paul Breen, AE2S; Tanaya Reitz, AE2S; John Shockley, Ohnstad Twichell; Jeremy Higgins, CH2M; and Bruce Spiller, CH2M.

2. APPROVAL OF MINUTES FROM PREVIOUS MEETING

MOTION, passed

Ms. Otto moved and Mr. Brodshaug seconded to approve the minutes from the November 10, 2015, and November 24, 2015, meetings as presented. Motion carried.

3. APPROVAL OF BILLS

Mr. Montplaisir said the largest expense for the month is the reimbursement to the Cass County Joint Water Resource District (CCJWRD). The Nixon Peabody invoice is for financing the \$50 million bank loan for the City of Fargo.

MOTION, passed

Mr. Berndt moved and Mr. Steen seconded to approve the bills in the amount of \$4,109,539.07 and to forward them to the Flood Diversion Board of Authority. Discussion: Mr. Vanyo asked for a report on the cost of security for vacant properties purchased by the Diversion Authority. Paul Breen, AE2S Project Coordinator focusing on property management, was present and gave the report. Mr. Vanyo said security cameras may offer the same level of security at a much lower cost. Mr. Brodshaug said they will continue to look at other solutions, but at this time the presence of marked security is a crime deterrent. On roll call vote, the motion carried unanimously.

4. FINANCIAL UPDATE

Mr. Montplaisir reviewed the financial statements for November. The total disbursed in 2015 is about \$85 million and the total disbursed to date is \$167,818,016. There is \$156.9 million remaining of the state balance yet to be drawn down.

Mr. Williams asked if there is an estimate for the total cost of the OHB Ring Levee Project, and the percentage that has been expended thus far. Mr. Spiller said the original cost estimate was \$65 million, but that number is outdated. A new estimate is in the process of being formulated.

MOTION, passed

Mr. Brodshaug moved and Mr. Vanyo seconded to approve the financial statement for November as presented. Motion carried.

Mr. Berndt left for the remainder of the meeting.

5. INVOICING PROCESS

Jeremy Higgins from CH2M was present and gave an update on the new invoicing process.

Earlier this year a need was identified for a process to consolidate, streamline, track, and review invoices in a timely manner. CH2M worked with CCJWRD and the City of Fargo to take over the process. Invoices are sent directly to CH2M, uploaded, and then sent to the review teams. Early feedback has been that the process is timely and auditable.

Mr. Montplaisir said cash flow projections will be easier to develop with the new system, and the reporting will become easier to follow.

6. SPECIAL ASSESSMENT UPDATE

Mr. Shockley said the initial appeal on the special assessment district was dismissed. It was then appealed to the ND Supreme Court. If the court's original decision is affirmed, the special assessment district can move forward. It is anticipated that the final decision will come in four to six months.

7. APPROVAL OF 2016 BUDGET

Mr. Spiller said the total FY2016 Diversion Authority budget is \$237.5 million, including \$96.3 million in FY2015 committed costs and \$141.2 million in new allocations. The budget assumes the MN DNR will issue its final EIS, the preliminary injunction for construction of the OHB Ring Levee will be lifted, and federal appropriations will be identified.

MOTION, passed

Ms. Otto moved and Mr. Steen seconded to approve FY2016 Diversion Authority budget and to recommend its approval to the Flood Diversion Board of Authority. Discussion: Mr. Williams asked who put the budget together. Mr. Spiller said CH2M has created the budget for the past four years. On roll call vote, the motion carried unanimously.

8. FINANCIAL CONSULTANT FOR TEMPORARY FINANCING

Mr. Montplaisir said it has become apparent that additional short-term financing will be needed in 2016. The Diversion Authority previously had a contract with PFM for financial advisor services. The City of Fargo recently began to use Springsted, and Mr. Montplaisir would like the Diversion Authority to consider doing so as well.

There was discussion on the different roles that PFM and Ernst & Young have had for the Diversion Authority in the past, and there was a consensus that Mr. Montplaisir and Mr. Costin should meet with Springsted and bring any proposals back to the group.

9. **PROPERTY ACQUISITION**

Goldsmith Property

Tanaya Reitz from AE2S was present to discuss the Goldsmith property acquisition. Ms. Reitz said the Goldsmith property is required for the OHB Ring Levee Project. The summary provided includes the letter from Helenske Design Group verifying the use of the unit price approach and the circumstances in which the “like for like” analysis will be used and a quote provided by a landscape architect who visited the property.

Mr. Brodshaug said the builder financing line item will be eliminated if funds are escrowed. After administrative costs, two thirds to three quarters of the cost will be saved.

Mr. Vanyo asked if any feedback can be put together on the actual dollars spent after property owners have finished building and relocated into their new homes. Ms. Reitz said reconciliation summaries can be provided at a future meeting.

MOTION, passed

Mr. Vanyo moved and Ms. Otto seconded to authorize the Cass County Joint Water Resource District to execute a purchase agreement; replacement housing agreement; and payment for a replacement lot with Greg and Briena Goldsmith as presented.

10. **OTHER BUSINESS**

P3 legal update

Mr. Shockley said CH2M, the City of Fargo, and Cass County have been working to find a national law firm familiar with P3 financing. Submissions were received from eight law firms. After five phone interviews and three face-to-face interviews with firms, the consensus was that Ashurst most closely met the desired criteria, which included experience, the perceived ability to work with locals, and familiarity with the P3 process.

Mr. Shockley said he is working on a draft of a scope of services agreement with the intention of controlling costs and allowing the Diversion Authority to retain control of the process.

As Ashurst is an international law firm so their rates are very high, but they can provide guidance and they have done several P3 transactions that have gone to close.

11. **NEXT MEETING**

The next meeting will be held on Wednesday, January 13th.

12. **ADJOURNMENT**

MOTION, passed

On motion by Mr. Steen, seconded by Mr. Vanyo and all in favor, the meeting was adjourned at 2:38 PM.

Finance Committee Bills for January 2016

Vendor	Description	Amount
Cass County Joint Water Resource District	Reimburse Diversion bills	\$ 2,001,220.40
US Army Corps of Engineers	Cost share funds	\$ 700,000.00
Ohnstad Twichell, P.C.	Bond counsel work - PPP Research	\$ 13,599.00
City of Fargo	Fiber relocation - 2nd St N Floodwall Project	\$ 267,983.70
Obermiller Nelson Engineering	Fiber infrastructure electrical design	\$ 2,242.11
Cass County Treasurer	Property taxes	\$ 59,858.06
		<hr/>
Total Bills Received in December		<hr/> <hr/> \$ 3,044,903.27



Cass County
Joint Water
Resource
District

December 30, 2015

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

Mark Brodshaug
Chairman
Fargo, North Dakota

Greetings:

Rodger Olson
Manager
Leonard, North Dakota

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

Dan Jacobson
Manager
West Fargo, North Dakota

Enclosed please find copies of bills totaling \$2,001,220.40 regarding the above referenced projects. The breakdown is as follows:

Ken Lougheed
Manager
Gardner, North Dakota

Raymond Wolfer
Manager
Argusville, North Dakota

In-Town Levees	623,488.18
Access issues	212,249.13
DPAC	6,123.40
Oxbow-Hickson-Bakke Ring Levee	1,027,342.76
Oxbow Golf and Country Club	132,016.93

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

1201 Main Avenue West
West Fargo, ND 58078-1301

Enclosures

701-298-2381
FAX 701-298-2397
wrđ@casscountynd.gov
casscountygov.com

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

12/28/15

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/17/2015	11/24/2015	139005	100007	5,239.00	Ohnstad Twichell, P.C.	Legal-Diversion Right of Entry
12/17/2015	11/24/2015	139006	130007	12,688.13	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
12/17/2015	11/24/2015	138939	90007	1,530.00	Ohnstad Twichell, P.C.	Legal-DA Cost share agreement
12/17/2015	12/7/2015	680504	38810	192.00	Larkin Hoffman Attorneys	Legal-rights of entry
12/7/2015	12/7/2015			192,600.00	Robert and Judith Anderson	Earnest Money

Total 212,249.13

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/17/15	12/08/15	873236		18.33	Dawson Insurance	Add liability to property-16 North Terrace
12/17/15	12/01/15	7715.08		394.60	Wayne Haug	Replacement Housing claim
12/17/2015	12/1/2015	7715.08.0290		1,190.00	Jon Taylor and Michele Taylor	Move payment assistance
12/17/2015	11/18/2015	7715.08		33,017.30	Bryan and Theresa Hest	Replacement Housing claim
12/18/2015	12/18/2015			125,800.09	The Title Company	purchase of Jordan and Diana Heller property
12/21/2015	12/1/2015	Draw 2-A		430,175.20	Spirit Properties, Inc.	Sidestreet Grille relocation
12/22/2015	12/8/2015			5,000.00	Tony D. Flach	deposit return for moving 724 North River Road
12/17/2015	11/8/2015	1767		300.00	Valley Green & Associates	moving, trimming on Elm and Oak St
12/17/2015	11/8/2015	1700		300.00	Valley Green & Associates	mowing, trimming on N Terrace and N River Rd
12/17/2015	11/16/2015			217.53	Erik Domier	secure window at Howard Johnson
12/17/2015	12/1/2015	481194656		195.22	Xcel Energy	Service to 1330 Elm St, 1326 Elm and 1322 Elm
12/21/2015	12/7/2015	6601707039		1,082.28	City of Fargo	Service to 1 2nd St S, Park East Apts
12/21/2015	12/11/2015	482657778		10,972.75	Xcel Energy	Service to 1 2nd St S, Park East Apts
12/17/2015	11/28/2015	4938		4,764.88	Sentry Security Inc	Security Patrol services for Park East Apt
12/17/2015	12/12/2015	4965		254.75	Sentry Security Inc	Security Patrol services for Park East Apt
12/17/2015	11/28/2015	4933		5,012.25	Sentry Security Inc	Security Patrol services for Howard Johnson's
12/17/2015	12/12/2015	4960		4,793.00	Sentry Security Inc	Security Patrol services for Howard Johnson's

Total 623,488.18

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/17/2015	11/24/2015	138944	120007	986.00	Ohnstad Twichell, P.C.	Legal-DPAC
12/17/2015	11/24/2015	138974	150007	5,137.40	Ohnstad Twichell, P.C.	Legal-Garaas appeal

Total 6,123.40

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/17/2015	12/8/2015	873236		36.67	Dawson Insurance	Add liability to properties in Pleasant Twp
12/17/2015	11/24/2015	139007	140007	13,977.63	Ohnstad Twichell, P.C.	Legal-ROW
12/17/2015	8/4/2015			8,084.70	Turfworks	weed control in Oxbow
12/1/2015	11/30/2015			5,000.00	Randy and Lisa Cramer	Earnest money
12/1/2015	11/30/2015			150,000.00	David Hasbargen and Wayne Zimmerman	Earnest money
12/15/2015	12/15/2015			356,024.01	The Title Company	Purchase property - Dale and Nan Mathiason
12/15/2015	12/15/2015			273,967.35	The Title Company	Replacement property-Dale and Nan Mathiason
12/17/2015	12/8/2015			2,435.00	Kevin Mahan and Erin Bradley	moving costs
12/17/2015	12/11/2015			1,059.46	Steve and Michelle Losing	Miscellaneous cost claims
12/17/2015	12/15/2015			2,210.00	Matthew and Rebecca Murphy	Down payment on blinds
12/18/2015	12/17/2015			141,000.00	Gregory Goldsmith and Briena Goldsmith	lot payment
12/18/2015	12/17/2015			69,590.00	Gregory Goldsmith and Briena Goldsmith	builder down payment
12/17/2015	12/7/2015			513.25	Laney's Inc.	fix sump pump at 5059 Mackenzie Cir
12/17/2015	11/8/2015	1699		780.00	Valley Green & Associates	mowing in Oxbow-Schnell Drive
12/17/2015	11/8/2015	1698		420.00	Valley Green & Associates	mowing at 5059 Mackenzie Cir
12/17/2015	11/8/2015	1697		350.00	Valley Green & Associates	mowing at Hickson house
12/17/2015	12/7/2015	1125474		23.88	Cass County Electric Cooperative	Service to 336 Schnell Drive
12/17/2015	12/7/2015	1106711		15.84	Cass County Electric Cooperative	Service to 345 Schnell Drive
12/17/2015	12/7/2015	1128250		131.25	Cass County Electric Cooperative	Service to 346 Schnell Drive
12/17/2015	12/7/2015	1122560		79.71	Cass County Electric Cooperative	Service to 349 Schnell Drive
12/17/2015	12/7/2015	1125656		254.11	Cass County Electric Cooperative	Service to 353 Schnell Drive
12/17/2015	12/7/2015	1123339		33.83	Cass County Electric Cooperative	Service to 357 Schnell Drive
12/17/2015	12/7/2015	1125655		81.12	Cass County Electric Cooperative	Service to 361 Schnell Drive
12/17/2015	12/7/2015	1125415		60.26	Cass County Electric Cooperative	Service to 748 Riverbend Rd
12/17/2015	12/7/2015	1125687		117.45	Cass County Electric Cooperative	Service to 752 Riverbend Rd
12/17/2015	12/7/2015	1122561		671.18	Cass County Electric Cooperative	Service to 5059 Mackenzie Cir
12/17/2015	12/12/2015	4973		426.06	Sentry Security, Inc.	Security Patrol services for Oxbow

Total 1,027,342.76

OXBOW COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
12/21/2015	9/23/2015	4506291	60998	135.45	Oxbow Golf and Country Club	reimbursement of equipment rental
12/21/2015	11/30/2015	11	1470	126,519.28	Oxbow Golf and Country Club	reimbursement of golf course construction
12/21/2015	12/4/2015	11721	18229	5,362.20	Oxbow Golf and Country Club	reimbursement of engineering topographical survey

Total 132,016.93

Grand Total 2,001,220.40



DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

RECEIVED

DEC 21 2015

DEC 18 2015

CASS COUNTY COMMISSION

Planning, Programs and Project Management Division
Project Management Branch

SUBJECT: Fargo-Moorhead Metro Preconstruction, Engineering, and Design Phase

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

Dear Chairman Vanyo:

Based upon the Division Board of Authority's August 13, 2015 meeting where the Corps funds request for FY15-16 was passed and in accordance with Article IV of the Design Cost Share Agreement executed on September 12, 2011, please provide cost share funds in the amount of \$700,000. These funds will count towards the required 5 percent cash contribution and are associated with Cost Share Control Record Number 531.

We request that \$700,000 be wired directly to the U.S. Army Corps of Engineers. We are providing the following information:

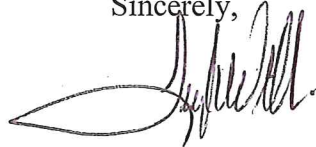
- a. Bank Name: Cash Link-ACH Receiver
Account Name: USACE Finance Center
Bank ABA Number: 051036706
Account Number: 220025
Bank Address: Riverdale MD
Account Type: Checking
- b. Advance Account Number: 293
- c. ROV Number: 1697
- d. Cost Share Number: 531

The instructions require a notification letter from the non-Federal sponsor 14 days in advance of the transfer. To do this, please email terryl.l.williams@usace.army.mil and shannon.e.gross@usace.army.mil with the date of transfer, amount and type of transfer. We will then forward this information to our point of contact at our finance center in Tennessee.

Please contact Shannon Gross of our Finance and Accounting Branch at (651) 290-5389, if additional help is required to complete the electronic funds transfer.

If you have any questions concerning the project, please contact me at (651) 290-5517 or at terryl.l.williams@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Williams', with a large, stylized flourish on the left side.

Terryl Williams
Project Manager

cc:

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

Honorable Dr. Tim Mahoney
Mayor of Fargo
200 Third Street North
Fargo, ND 58102

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

Mr. Mark Bittner
Director of Engineering
200 Third Street North
Fargo, ND 58102

Mr. Keith Berndt
Cass County
211 9th Street South
PO Box 2806
Fargo ND 58108-2806

OHNSTAD TWICHELL, P.C.
 901 13TH AVENUE EAST
 PO BOX 458
 WEST FARGO ND 58078-0458
 WK 701-282-3249 FAX 701-282-0825
 Federal I.D. #45-0310621

December 31, 2015

FLOOD DIVERSION BOARD
PO BOX 2806
FARGO, ND 58108-2806

Invoice# 139950 JTS
 Our file# 151395 00000
 Billing through 12/16/2015

BOND COUNSEL WORK - PPP RESEARCH 1

Balance forward as of invoice dated	11/30/15	\$7,209.00
Last payment received	12/23/2015	\$7,209.00
A/R adjustments made since last invoice		\$0.00
Accounts receivable balance carried forward		\$0.00

PROFESSIONAL SERVICES

11/23/2015	JTS	Receive call regarding Mayer Brown references; review and prepare questions for interview.		
		1.30 hrs	275.00 /hr	357.50
11/23/2015	JTS	Conference call regarding references for Debevoise & Plimpton.		
		0.30 hrs	275.00 /hr	82.50
11/23/2015	ZKJS	Research regarding necessity of performance and payment bonding for P3 project.		
		6.80 hrs	160.00 /hr	1088.00
11/24/2015	JTS	Prepare for and conduct reference call regarding Mayer Brown- follow up with Illinois Department of Transportation.		
		0.30 hrs	275.00 /hr	82.50
11/24/2015	ZKJS	Interoffice conference with attorney John Shockley regarding bonding; research and draft memo regarding performance and payment bonding requirements.		
		5.60 hrs	160.00 /hr	896.00
11/25/2015	JTS	Brief conference call with Martin.		
		0.30 hrs	275.00 /hr	82.50
11/25/2015	ZKJS	Research and draft memorandum to attorney John Shockley regarding performance and payment bonding requirements; research necessity of environmental permits for diversion channel; interoffice conference with attorney Chris McShane regarding same.		
		5.60 hrs	160.00 /hr	896.00
11/27/2015	CAS	Left telephone message for Magnus Ericsson; long distance telephone conference with Sonia McMillan to set up interview.		
		0.30 hrs	150.00 /hr	45.00
11/27/2015	ZKJS	Research and draft memo to attorney John Shockley regarding performance and payment bonding for P3 project.		
		1.50 hrs	160.00 /hr	240.00
11/29/2015	ZKJS	Research and draft memo to attorney John Shockley regarding MN DNR permits for diversion channel.		
		3.80 hrs	160.00 /hr	608.00
11/30/2015	AJM	Emails with a reference for P3 National Counsel finalist; schedule phone conference		

PURSUANT TO SECTION 13-01-14, NDCC, A LATE PAYMENT CHARGE OF 1% PER MONTH IS ASSESSED UPON ACCOUNTS NOT PAID 30 DAYS FROM BILLING DATE. THANK YOU.

		between attorney John Shockley and reference.			
			0.40 hrs	125.00 /hr	50.00
11/30/2015	ZKJS	Finishing drafting memo regarding permits; review memo regarding performance and payment bonding; interoffice conferences with attorney John Shockley regarding bonding and legal services agreement for P3 national counsel; research legal services agreements.	3.60 hrs	160.00 /hr	576.00
12/01/2015	CMM	Review memorandum prepared by attorney Katie J. Stearns regarding performance and payment bonds; review the statutes cited and suggest changes to the memorandum.	1.30 hrs	275.00 /hr	357.50
12/01/2015	JTS	Conference call with Ashurst reference.	0.40 hrs	275.00 /hr	110.00
12/01/2015	ZKJS	Draft legal services agreement and work order for P3 national counsel.	4.60 hrs	160.00 /hr	736.00
12/02/2015	JTS	Attend interviews of B+ P and MB.	4.00 hrs	275.00 /hr	1100.00
12/02/2015	JTS	Conference call with Ernst and Young regarding financial analysis for the diversion project.	1.00 hrs	275.00 /hr	275.00
12/02/2015	JTS	Conference with associate regarding performance and payment bond memo.	0.50 hrs	275.00 /hr	137.50
12/02/2015	ZKJS	Draft legal services agreement for P3 national counsel; interoffice conference with attorney John Shockley regarding performance and payment bonding requirements for P3; update memo to attorney John Shockley regarding performance and payment bonding requirements.	4.70 hrs	160.00 /hr	752.00
12/03/2015	JTS	Attend interview with national PPP law firm provider.	2.60 hrs	275.00 /hr	715.00
12/04/2015	ZKJS	Meeting with attorney John Shockley and Schneider; interoffice conference with attorney John Shockley about upcoming P3 projects.	1.70 hrs	160.00 /hr	272.00
12/07/2015	JTS	Conference call with Ashurst.	1.00 hrs	275.00 /hr	275.00
12/07/2015	JTS	Send e-mail to Ashurst.	0.30 hrs	275.00 /hr	82.50
12/08/2015	CMM	Review memorandums regarding quick take and permitting; provide comments to attorney Katie J. Stearns and instruct her to conduct additional research.	2.60 hrs	275.00 /hr	715.00
12/08/2015	ZKJS	Interoffice conference with attorney Chris McShane; update memos to attorney John Shockley regarding eminent domain authority and MN DNR permitting requirements.	5.50 hrs	160.00 /hr	880.00
12/09/2015	JTS	Review and refine the memo on performance and payment bonding.	0.50 hrs	275.00 /hr	137.50
12/15/2015	CMM	Review Memorandum from attorney Katie J. Stearns regarding public purpose if the project is being constructed by the concessionary.	0.40 hrs	275.00 /hr	110.00
12/15/2015	JTS	Recieve; review and revise draft scope of services agreement from Ashurst law firm; e-mail correspondence with selection team.	3.50 hrs	275.00 /hr	962.50
12/15/2015	ZKJS	Update memorandum regarding eminent domain and P3; interoffice conference with attorney Chris McShane regarding updates.	1.40 hrs	160.00 /hr	224.00
12/16/2015	LWC	Edit and revise a legal services agreement between the Diversion Authority and Ashurst LLP. Made changes to the document to make it flow, implemented a word order attachment to the legal services agreement.	2.00 hrs	150.00 /hr	300.00

Total fees for this matter

\$13,145.50

EXPENSES

11/27/2015 Long distance telephone calls

\$3.50

11/30/2015 Westlaw research

\$450.00

Total expenses for this matter

\$453.50

BILLING SUMMARY

Total fees

\$13,145.50

Total expenses

\$453.50

Total of new charges for this invoice

\$13,599.00

Total balance now due

\$13,599.00



ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

December 22, 2015

RECEIVED

DEC 28 2015

CASS COUNTY COMMISSION

FM Diversion Authority
Attn: Keith Berndt
Box 2806
Fargo, ND 58108

Re: City of Fargo fiber relocation for the 2nd Street North Floodwall Project
(WP42F.1.S)

Dear Mr. Berndt:

Enclosed is an invoice for the work that was completed in 2015 along with an estimate for the remaining work to be completed in 2016 to relocate the City of Fargo fiber that was located along 2nd Street, North of 1st Avenue North, for the 2nd Street North Floodwall Project (WP42F.1.S)

Respectfully submitted,

Brenda E. Derrig, P.E.
Division Engineer – Engineering Services

C: Ron Gronneberg
Jenica Flanagan

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

Albertson, Andy/BOI

From: Jamie Bullock <JBullock@cityoffargo.com>
Sent: Wednesday, December 30, 2015 7:39 AM
To: APInvoicesFMDiv
Cc: Jenica Flanagan
Subject: FW: Diversion Invoice for Fargo 2nd Street Floodwall - Fiber Optic Line Relocation
Attachments: 20151228110419993.pdf

Hi Andy -

I spoke to Jenica about the attached reimbursement request from the City of Fargo and the \$40,000 estimated amount to complete in 2016. We are thinking this should not be reimbursed by the DA until the City completes the work and knows the exact amount. Please lower the request from \$307,983.70 to \$267,983.70.

Brenda is out of the office, but we will talk to her about this when she returns.

Thanks!

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

-----Original Message-----

From: APInvoicesFMDiv@ch2m.com [mailto:APInvoicesFMDiv@ch2m.com]
Sent: Monday, December 28, 2015 12:10 PM
To: Jamie Bullock <JBullock@cityoffargo.com>
Subject: FW: Diversion Invoice for Fargo 2nd Street Floodwall - Fiber Optic Line Relocation

Hi Jamie,

Does the attached invoice that Heather sent over today need to be approved at the Finance committee meeting? Thanks

Andy Albertson
M 541 602 6382
CH2M

-----Original Message-----

From: Worden, Heather [mailto:WordenH@casscountynd.gov]
Sent: Monday, December 28, 2015 10:10 AM
To: APInvoicesFMDiv <APInvoicesFMDiv@ch2m.com>
Cc: Edwards, Brielle <EdwardsB@casscountynd.gov>; Montplaisir, Michael <MontplaisirM@casscountynd.gov>; Costin, Kent <kcstin@cityoffargo.com>; Berndt, Keith <BerndtK@casscountynd.gov>
Subject: Diversion Invoice for Fargo 2nd Street Floodwall - Fiber Optic Line Relocation

Heather Worden, Administrative Assistant Cass County Commission
211 9th Street South
PO Box 2806
Fargo ND 58108-2806
(701) 241-5609



City of Fargo
200 N 3rd St
Fargo, ND 58102

INVOICE

Date	Invoice #
12/15/2015	1

Bill To
FM Diversion Authority Attention Keith Berndt Box 2806 Fargo, ND 58108

City of Fargo's cost to relocate the existing line along 2nd Street:

MVM Contracting	\$255,718.70
Completed 2015 need, receiving quotes to complete in 2016	\$40,000 (estimated)
11 Vaults with lids	\$12,265.00
Total:	\$307,983.70



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

Invoice

Date	Invoice #
7/31/2015	4725

Bill To
City of Fargo 200 N 3rd St Fargo, ND 58102

P.O. No.		Project			Terms	Due Date		
Brenda		Downtown Duct Bank Project			Net 30	8/30/2015		
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Curr %	Amount	Total %
Backhoe	Progress billing for Labor, Equipment, and Material for Concrete R&R, backhoe trench, boring under RR, placement of duct bank, rodder pipes & pull mull tape, set vaults, and backfill trench. Price excludes vault material costs, pulling cables, and terminating cables. Duct Bank Project	255,718.70	128,158.79	50.12%	0.28431	28.43%	72,703.16	78.55%
Thank you for your business.					Total		\$72,703.16	
					Payments/Credits		\$0.00	
					Balance Due		\$72,703.16	

*OK
 BED
 12-4-15
 Forward to
 Division*



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

Invoice

Date	Invoice #
8/31/2015	4868

Bill To
City of Fargo 200 N 3rd St Fargo, ND 58102

P.O. No.		Project			Terms	Due Date		
Brenda		Downtown Duct Bank Project			Net 30	9/30/2015		
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Curr %	Amount	Total %
Backhoe	Progress billing for Labor, Equipment, and Material for Concrete R&R, backhoe trench, boring under RR, placement of duct bank, rodger pipes & pull mull tape, set vaults, and backfill trench. Price excludes vault material costs, pulling cables, and terminating cables. Duct Bank Project	255,718.70	200,861.95	78.55%	0.19204	19.20%	49,107.57	97.75%
Thank you for your business.					Total		\$49,107.57	
					Payments/Credits		\$0.00	
					Balance Due		\$49,107.57	

*OK
 BEB
 12-4-15
 Forward
 to Division*



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

Invoice

Date	Invoice #
9/30/2015	4977

Bill To
City of Fargo 200 N 3rd St Fargo, ND 58102

P.O. No.		Project			Terms	Due Date		
Brenda		Downtown Duct Bank Project			Net 30	10/30/2015		
Item	Description	Est Amt	Prior Amt	Prior %	Qty	Curr %	Amount	Total %
Backhoe	Progress billing for Labor, Equipment, and Material for Concrete R&R, backhoe trench, boring under RR, placement of duct bank, rodger pipes & pull mull tape, set vaults, and backfill trench. Price excludes vault material costs, pulling cables, and terminating cables. Duct Bank Project	255,718.70	249,969.52	97.75%	0.02248	2.25%	5,749.18	100.00%
Thank you for your business.					Total		\$5,749.18	
					Payments/Credits		\$0.00	
					Balance Due		\$5,749.18	

*OK
 BEP
 12-4-15
 Forward to
 Division*

P U R C H A S E O R D E R

PAGE: 1

P.O. #: 180061

DATE: 08/25/15

COPY

BORDER STATES INDUSTRIES
DBA BORDER STATES ELECTRI
NW 7235
PO BOX 1450
MINNEAPOLIS, MN 55485-1450

SHIP TO:
CITY OF FARGO
CITY ENGINEERS
200 3RD ST N
PO BOX 2083
FARGO, ND 58107

VENDOR #
156

DELIVER BYSHIP VIA:
12/30/15

TERMS
NET

CONFIRM BY

CONFIRM TO
LINDSEY TESTER

REQUISITIONED BY
BEV 476-6750

FREIGHT

CONTRACT NO. ACCOUNT NO.
40130155103899

PROJECT REQ. NO. REQ. DAT
BP0033 202726 08/17/15

LINE#	QUANTITUOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.0LS	FM-14-92 UTILITY RELOCATIONS 2ND ST (DIVERSION)	12265.0000	12265.00
2	1.0LS	CITY SHARE	5575.0000	5575.00
			SUB-TOTAL	17840.00
			TOTAL	17840.00

R 8-25-15



BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Electrical Wholesale Supply of Utah | Western Extralife

INVOICE

BSE Invoice: 909479176
Cust Acct#: 25122
P.O.#: Al Schumacher
Sales Order#: 15680937
Sales Doc Type: Special Order
Ship Condition: UPS / Parcel
Inco terms: FOB ORIGIN
Payment Terms: Net 25th prox

Date: 06/15/2015

PO180061

Border States Electric - FGO
605 25th St S
 Fargo ND 58103
Phone: 701-293-5833

City of Fargo-Traffic Eng
P.O. Box 2083
 Fargo ND 58107-2083

Please remit to:
Border States Electric Supply
NW 7235
P.O. Box 1450
Minneapolis MN 55485-1450

Ship to:
City of Fargo
Al Schumacher 701-730-8673
1102 7th Ave North
 Fargo ND 58102

Cust Item	BSE Item Material MFG - Description	Order Qty	Ship Qty	Back Ordered	Price	Per UoM	Total Value
000010	1353379 QUC - PD3048BA48 FLARED BOX OPN BASE 48-IN	16 EA	16		820.00 /1	EA	13,120.00
000020	2476837 QUC - PG3048CA0046 CVR BD 30X48X3/HW-TRAFF SIG	16 EA	16		295.00 /1	EA	4,720.00

Total due by 07/25/2015	Freight \$	0.00
Mail at least 5 business days before due date.	Total \$	17,840.00
	State Tax \$	0.000 % 0.00
	County Tax \$	0.000 % 0.00
	Local Tax \$	0.000 % 0.00
	Other Tax1 \$	0.000 % 0.00
	Other Tax2 \$	0.000 % 0.00
	Other Tax3 \$	0.000 % 0.00
	Tax Subtotal \$	0.00
	Net Invoice Amount \$	17,840.00

Please return invoice with your remittance noting all adjustments.

A finance charge of 1.5% per month or the maximum allowable by law whichever is greater, will be assessed if payment is not received by invoice due date.

To access BSE's Terms and Conditions of Sale, please go to <https://www.borderstateselectric.com>

11- Diversion 12,265
5- City 5,575

*OK
BED
FM-14-92
8-13-15*

401 3015 510 3899
BP 0033

Bev Martinson

From: April Walker
Sent: Friday, August 14, 2015 4:19 PM
To: Bev Martinson
Subject: FW: Account number request

See below.

Respectfully,

*April E. Walker, PE., C.F.M.
City Engineer
City of Fargo
200 N 3rd Street
Fargo, ND 58102*

*Utility Relocation
2nd Street*

*Office 701-241-1554
Fax 701-241-8101
awalker@cityoffargo.com*

From: Jenica Flanagan
Sent: Friday, August 14, 2015 1:24 PM
To: April Walker; Brenda Derrig
Cc: Kent Costin
Subject: RE: Account number request

April/Brenda,

I've set up project code BP0033 to track these costs. The costs will be coded to Fund 401.

For the installation you can use the other services line 401-3015-510.38-99 and project code BP0033.

Please let me know if you have any questions.

Thank you!

JENICA FLANAGAN, CPA | Accounting Manager | Finance | **City of Fargo, North Dakota** | 200 N 3 St. Fargo, ND 58102
o: 701-241-1305 | f: 701-476-6754 | jflanagan@cityoffargo.com

From: Kent Costin
Sent: Friday, August 14, 2015 11:50 AM
To: Jenica Flanagan
Cc: April Walker
Subject: FW: Account number request

Jenica,

Invoice

December 11, 2015
Invoice No: 007098



2201 12th St N, Ste E
Fargo, ND 58102
701-280-0500
www.obernel.com
FEIN# 45-0427241

OBERMILLER NELSON ENGINEERING
BUILDING SYSTEMS CONSULTANTS

Ron Gronneberg
City of Fargo
200 N. 3rd St.
Fargo, ND 58102
Project Manager Anthony Nelson

Project 2015090 City of Fargo Fiber Infrastructure

Professional Services through December 5, 2015

Discipline ELEC Electrical Design - Reimbursable Flood Relocation

Professional Personnel

	Hours	Rate	Amount
Mechanical Project Manager	1.50	115.00	172.50
Senior Electrical Project Manager	12.50	155.00	1,937.50
Electrical Tech - Level III	1.25	85.00	106.25
Clerical	.50	45.00	22.50
Totals	15.75		2,238.75
Total Labor			2,238.75

Reimbursable Expenses

Mileage Expense			
9/23/2015 Nelson, Anthony	Mileage		3.36
Total Reimbursables			3.36

Total this Discipline

\$2,242.11

Disersion

Discipline WTFC Water Tower Fiber Connections

Professional Personnel

	Hours	Rate	Amount
Intern Electrical Engineer	2.00	95.00	190.00
Totals	2.00		190.00
Total Labor			190.00

Total this Discipline

190.00

COF

\$190.00

Total this Invoice

\$2,432.11

7910-7950-429.73-70 002808

Billing Backup

Friday, December 11, 2015

Obermiller Nelson Engineering

Invoice 007098 Dated 12/11/2015

10:21:09 AM

Project 2015090 City of Fargo Fiber Infrastructure

Discipline ELEC Electrical Design - Reimbursable Flood Relocation

Professional Personnel

			Hours	Rate	Amount
	Mechanical Project Manager				
9438	2 - Ellingson, Cody	9/2/2015	1.50	115.00	172.50
	Senior Electrical Project Manager				
9453	21 - Nelson, Anthony	9/1/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/3/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/4/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/8/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/14/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/18/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/21/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/22/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/23/2015	1.50	155.00	232.50
9453	21 - Nelson, Anthony	9/24/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/25/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/28/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	9/29/2015	1.00	155.00	155.00
9453	21 - Nelson, Anthony	9/30/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	10/1/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	10/5/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	10/6/2015	.50	155.00	77.50
9453	21 - Nelson, Anthony	10/7/2015	.50	155.00	77.50
	Electrical Tech - Level III				
9434	18 - Larson, Benjamin	9/3/2015	1.25	85.00	106.25
	Clerical				
9489	9 - Beitz, Nicole	9/4/2015	.50	45.00	22.50
	Create pdf's and combine into one for ARN.				
	Totals		15.75		2,238.75
	Total Labor				2,238.75

Reimbursable Expenses

Mileage Expense						
EX 001959	9/23/2015	Nelson, Anthony / Mileage		3.36		
	Total Reimbursables				3.36	3.36
Total this Discipline					\$2,242.11	

Discipline WTFC Water Tower Fiber Connections

Professional Personnel

			Hours	Rate	Amount
	Intern Electrical Engineer				
9483	14 - Wentland, Brian	10/7/2015	2.00	95.00	190.00
	Help Tony do estimates and distances based off owner notes.				
	Totals		2.00		190.00
	Total Labor				190.00

Project	2015090	City of Fargo Fiber Infrastructure	Invoice	007098
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Total this Discipline \$190.00

Total this Project \$2,432.11

Total this Report \$2,432.11

Edwards, Brielle

From: APIInvoicesFMDiv@ch2m.com
Sent: Monday, December 28, 2015 12:16 PM
To: Edwards, Brielle
Subject: FW: ONE Invoice
Attachments: Scan 001.pdf

Hi Brielle,

The attached invoice will need to be approved at the Finance committee meeting in January. Only the \$2,242.11 portion is to be paid by the Diversion Authority as noted below by Jamie.

Andy Albertson
M 541 602 6382
CH2M

-----Original Message-----

From: Jamie Bullock [mailto:JBullock@cityoffargo.com]
Sent: Monday, December 28, 2015 11:01 AM
To: APIInvoicesFMDiv <APIInvoicesFMDiv@ch2m.com>
Subject: ONE Invoice

Hi Andy -


This invoice will need to be approved at the Finance Committee meeting. Only the \$2,242.11 is owed by the Diversion, the \$190.00 was paid by the City of Fargo. We have asked that in the future they bill these two projects separately.

Thanks!

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

-----Original Message-----

From: AUWC4250@cityoffargo.com [mailto:AUWC4250@cityoffargo.com]
Sent: Monday, December 28, 2015 1:04 PM
To: Jamie Bullock <JBullock@cityoffargo.com>
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre. For more information on Xerox products and solutions, please visit <http://www.xerox.com>.

2015 Summary of Tax Statements
Statement Group: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806



Parcel No	Statement No	Owner	Taxes	Payment Option 1		Payment Option 2	
				Discount Available	Due By Feb 16, 2016	Installment 1 Mar 01, 2016	Installment 2 Oct 17, 2016
02-0810-00110-000	150137544	DIVERSION BOARD OF AUTHORITY	3,606.11		3,606.11	3,606.11	
02-0810-00140-000	150137547	DIVERSION BOARD OF AUTHORITY	3,603.87		3,603.87	3,603.87	
02-0810-00150-000	150137548	DIVERSION BOARD OF AUTHORITY	3,631.82		3,631.82	3,631.82	
02-0810-00230-000	150137557	DIVERSION BOARD OF AUTHORITY	3,660.83		3,660.83	3,660.83	
02-0810-00240-000	150137558	DIVERSION BOARD OF AUTHORITY	3,660.83		3,660.83	3,660.83	
02-0810-00250-000	150137559	DIVERSION BOARD OF AUTHORITY	3,660.83		3,660.83	3,660.83	
02-0810-00270-000	150137561	DIVERSION BOARD OF AUTHORITY	3,660.83		3,660.83	3,660.83	
27-0000-01600-000	150153594	METRO FLOOD DIVERSION AUTHORITY	1,588.84	-54.32	1,534.52	1,045.67	543.17
27-0000-01601-000	150153595	METRO FLOOD DIVERSION AUTHORITY	1,441.92	-46.97	1,394.95	972.23	469.69
27-0000-01649-000	150153664	METRO FLOOD DIVERSION AUTHORITY	1,458.83	-47.31	1,411.52	985.70	473.13
57-0000-10232-000	150160801	METRO FLOOD DIVERSION AUTHORITY	735.17	-36.76	698.41	367.59	367.58
57-0000-10233-000	150160802	METRO FLOOD DIVERSION AUTHORITY	1,032.54	-51.63	980.91	516.27	516.27
57-0000-10240-030	150160813	METRO FLOOD DIVERSION AUTHORITY	2,661.28	-131.12	2,530.16	1,350.13	1,311.15
59-0000-10802-000	150161473	METRO FLOOD DIVERSION AUTHORITY	1,868.94	-73.29	1,795.65	1,136.07	732.87
59-0000-10809-000	150161486	METRO FLOOD DIVERSION AUTHORITY	2,261.79	-87.98	2,173.81	1,381.95	879.84
59-0000-10849-000	150161551	METRO FLOOD DIVERSION AUTHORITY	4,866.57	-67.26	4,799.31	4,193.99	672.58
59-0000-10850-000	150161552	METRO FLOOD DIVERSION AUTHORITY	2,833.38	-74.23	2,759.15	2,091.04	742.34
59-0000-10851-000	150161553	METRO FLOOD DIVERSION AUTHORITY	4,307.58	-91.02	4,216.56	3,397.35	910.23
59-0000-10852-000	150161554	METRO FLOOD DIVERSION AUTHORITY	5,025.00	-75.18	4,949.82	4,273.20	751.80
59-0000-10865-000	150161594	METRO FLOOD DIVERSION AUTHORITY	5,219.84	-91.67	5,128.17	4,303.13	916.71
# of Parcels: 20		Totals:	60,786.80	-928.74	59,858.06	51,499.44	9,287.36

**FM Diversion Authority
2015 Statement of Taxes**

Parcel Number	Address	12/31/2014		2015		2015		12/31/2015		Vcode
		Uncertified Specials	Certified Principal	Certified Interest	Taxes	Total Due	Uncertified Specials			
West Fargo Properties										
02-0810-00110-000	3833 W 14th St	19,488.78	2,631.65	974.43	0.03	3,606.11	16,857.13	V01701	OK	
02-0810-00140-000	3905 W 14th St	19,477.15	2,629.99	973.85	0.03	3,603.87	16,847.16	V01701	OK	
02-0810-00150-000	3917 W 14th St	19,628.46	2,650.36	981.43	0.03	3,631.82	16,978.10	V01701	Sold to Krueger Construction - Don't think we owe - County's Tax site lists	
02-0810-00230-000	3832 W 14th St	19,785.25	2,671.53	989.27	0.03	3,660.83	17,113.72	V01701	Krueger Construction as Owner Sold to Heritage Homes - Don't think we owe - County's Tax site lists Diversion Board as Owner	
		\$ 78,379.64	\$ 10,583.53	\$ 3,918.98	\$ 0.12	\$ 14,502.63	\$ 67,796.11			

Account #	Project	Amount
790-7930-729.80-17	Property Tax - FMDA V01701	\$ 14,502.63

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00110-000

Statement Number: 150137544-0

Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due:	3,606.11
Less discount:	0.00
Amount due by Feb 16, 2016	3,606.11
Or pay in two installments (with no discount):	
Payment 1: Pay by Mar 01, 2016	3,606.11
Payment 2: Pay by Oct 17, 2016	0.00

MAKE CHECK PAYABLE TO:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼ Detach here and mail with your payment ▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137544-0

Parcel Number:
02-0810-00110-000

Jurisdiction:
City of West Fargo

Owner:
DIVERSION BOARD OF AUTHORITY

Physical Address:
3833 14 ST W
WEST FARGO, ND 58078

Legal Description:

Lot: 11 Block: 1 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 11 BLK 1 **J-10-06 ANNEXED FRM 25-0000-02861-050

2015 TAX BREAKDOWN

Net consolidated tax	0.00
Plus: Special Assessments	3,606.08
Plus: Drains	0.03
Total tax due:	3,606.11
Less discount,	
if paid by Feb 16, 2016	
Amount due by Feb 16, 2016	3,606.11

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2016	3,606.11
Payment 2: Pay by Oct 17, 2016	0.00

FOR ASSISTANCE, CONTACT:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

Tax payments by check, cash or credit card can be made at the Cass County Treasurer's Office. Tax payments by e-check or credit card can be made online at www.casscountynd.gov. There is a \$1.50 flat fee for processing e-checks. There is a minimum \$3.00 charge for credit card charges up to \$122.00 and 2.45% charge for amounts over \$122.00.

****Notes:**

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00140-000

Statement Number: 150137547-0

Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due:	3,603.87
Less discount:	0.00
Amount due by Feb 16, 2016	3,603.87
Or pay in two installments (with no discount):	
Payment 1: Pay by Mar 01, 2016	3,603.87
Payment 2: Pay by Oct 17, 2016	0.00

MAKE CHECK PAYABLE TO:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼Detach here and mail with your payment▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137547-0

Parcel Number: 02-0810-00140-000	Jurisdiction: City of West Fargo
Owner: DIVERSION BOARD OF AUTHORITY	Physical Address: 3905 14 ST W WEST FARGO, ND 58078
Legal Description: Lot: 14 Block: 1 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 14 BLK 1 **1-10-06 ANNEXED FRM 25-0000-02861-050	

2015 TAX BREAKDOWN	
Net consolidated tax	0.00
Plus: Special Assessments	3,603.84
Plus: Drains	0.03
Total tax due:	3,603.87
Less discount,	
if paid by Feb 16, 2016	
Amount due by Feb 16, 2016	3,603.87
Or pay in two installments (with no discount):	
Payment 1: Pay by Mar 01, 2016	3,603.87
Payment 2: Pay by Oct 17, 2016	0.00

FOR ASSISTANCE, CONTACT:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

Tax payments by check, cash or credit card can be made at the Cass County Treasurer's Office. Tax payments by e-check or credit card can be made online at www.casscountynd.gov. There is a \$1.50 flat fee for processing e-checks. There is a minimum \$3.00 charge for credit card charges up to \$122.00 and 2.45% charge for amounts over \$122.00.

****Notes:**

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00230-000

Statement Number: 150137557-0

Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due:	3,660.83
Less discount:	0.00
Amount due by Feb 16, 2016	3,660.83
Or pay in two installments (with no discount):	
Payment 1: Pay by Mar 01, 2016	3,660.83
Payment 2: Pay by Oct 17, 2016	0.00

MAKE CHECK PAYABLE TO:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼ Detach here and mail with your payment ▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137557-0

Parcel Number:
02-0810-00230-000

Jurisdiction:
City of West Fargo

Owner:
DIVERSION BOARD OF AUTHORITY

Physical Address:
3832 14 ST W
WEST FARGO, ND 58078

Legal Description:

Lot: 5 Block: 2 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 5 BLK 2 **1-10
-06 ANNEXED FRM 25-0000-02861-050

2015 TAX BREAKDOWN

Net consolidated tax	0.00
Plus: Special Assessments	3,660.80
Plus: Drains	0.03
Total tax due:	3,660.83

Less discount,
if paid by Feb 16, 2016
Amount due by Feb 16, 2016 **3,660.83**

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2016	3,660.83
Payment 2: Pay by Oct 17, 2016	0.00

FOR ASSISTANCE, CONTACT:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

Tax payments by check, cash or credit card can be made at the Cass County Treasurer's Office. Tax payments by e-check or credit card can be made online at www.casscountynd.gov. There is a \$1.50 flat fee for processing e-checks. There is a minimum \$3.00 charge for credit card charges up to \$122.00 and 2.45% charge for amounts over \$122.00.

****Notes:**

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00240-000
Statement Number: 150137558-0
Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due: 3,660.83
Less discount: 0.00
Amount due by Feb 16, 2016 3,660.83
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

MAKE CHECK PAYABLE TO:
Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼Detach here and mail with your payment▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137558-0

Parcel Number: 02-0810-00240-000
Owner: DIVERSION BOARD OF AUTHORITY
Legal Description: Lot: 6 Block: 2 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 6 BLK 2 **1-10 -06 ANNEXED FRM 25-0000-02861-050

Jurisdiction: City of West Fargo
Physical Address: 3820 14 ST W
WEST FARGO, ND 58078

2015 TAX BREAKDOWN
Net consolidated tax 0.00
Plus: Special Assessments 3,660.80
Plus: Drains 0.03
Total tax due: 3,660.83
Less discount,
if paid by Feb 16, 2016
Amount due by Feb 16, 2016 3,660.83
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

FOR ASSISTANCE, CONTACT:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

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****Notes:**

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



Property Detail Report

02-0810-00240-000		Newest Statement (2015 - #150137558)	
Owner:	DIVERSION BOARD OF AUTHORITY	Mill Levy Rate:	0.00
Address:	3820 14 ST W WEST FARGO ND 58078	Consolidated:	\$0.00
Mail To:	DIVERSION AUTHORITY PO BOX 2806 FARGO ND 58108-2806	Specials:	\$3,660.80
Jurisdiction:	West Fargo City	Drains:	\$0.03
Mortgage Company:		Other:	\$0.00
		Discounts:	\$0.00
		Pen/Int:	\$0.00
		1st Due:	\$0.00
		2nd Due:	\$0.00
		Amount Due:	\$0.00
		Grand Total Due:	\$0.00

Legal Description
 Lot: 6 Block: 2 HAYDEN HEIGHTS LT 6 BLK 2 **1-10-0 6 ANNEXED FRM 25-0000-02861-050

Statement: #150137558 Year: 2015			
Type:	Real Estate	Ag Land:	\$0.00
Mill Levy Rate:	0.00	Res Land:	\$0.00
Tax:	\$3,660.83	Res Building:	\$0.00
Penalty:	\$0.00	Comm Land:	\$0.00
Interest:	\$0.00	Comm Building:	\$0.00
Discount:	\$0.00	Total:	\$0.00
Paid:	\$3,660.83	Taxable Value Before Credits:	\$0.00
Balance:	\$0.00	Homestead Credits:	\$0.00
		Veteran Credits:	\$0.00
		Total Credits:	\$0.00
		Net Taxable Value:	\$0.00

Type	Description	Amount
Special	City of West Fargo Specials	\$3,660.80
Drain	Sheyenne-Maple Flood Control Dist. #2 Maintenance	\$0.03
Total		\$3,660.83

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00250-000
Statement Number: 150137559-0
Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due: 3,660.83
Less discount: 0.00
Amount due by Feb 16, 2016 3,660.83
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

MAKE CHECK PAYABLE TO:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼Detach here and mail with your payment▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137559-0

Parcel Number: 02-0810-00250-000
Jurisdiction: City of West Fargo
Owner: DIVERSION BOARD OF AUTHORITY
Physical Address: 3808 14 ST W
WEST FARGO, ND 58078
Legal Description: Lot: 7 Block: 2 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 7 BLK 2 **1-10-06 ANNEXED FRM 25-0000-02861-050

2015 TAX BREAKDOWN

Net consolidated tax 0.00
Plus: Special Assessments 3,660.80
Plus: Drains 0.03
Total tax due: 3,660.83
Less discount,
if paid by Feb 16, 2016
Amount due by Feb 16, 2016 3,660.83

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2016 3,660.83
Payment 2: Pay by Oct 17, 2016 0.00

FOR ASSISTANCE, CONTACT:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

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**Notes:

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 5% of Net Consolidated Tax.

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Property Detail Report

02-0810-00250-000		Newest Statement (2015 - #150137559)	
Owner:	DIVERSION BOARD OF AUTHORITY	Mill Levy Rate:	0.00
Address:	3808 14 ST W	Consolidated:	\$0.00
	WEST FARGO ND 58078		
Mail To:	DIVERSION AUTHORITY	Specials:	\$3,660.80
	PO BOX 2806		
	FARGO ND 58108-2806		
Jurisdiction:	West Fargo City	Drains:	\$0.03
Mortgage Company:		Other:	\$0.00
		Discounts:	\$0.00
		Pen/Int:	\$0.00
		1st Due:	\$0.00
		2nd Due:	\$0.00
		Amount Due:	\$0.00
		Grand Total Due:	\$0.00

Legal Description
 Lot: 7 Block: 2 HAYDEN HEIGHTS LT 7 BLK 2 **1-10-0 6 ANNEXED FRM 25-0000-02861-050

Statement: #150137559 Year: 2015			
Type:	Real Estate	Ag Land:	\$0.00
Mill Levy Rate:	0.00	Res Land:	\$0.00
Tax:	\$3,660.83	Res Building:	\$0.00
Penalty:	\$0.00	Comm Land:	\$0.00
Interest:	\$0.00	Comm Building:	\$0.00
Discount:	\$0.00	Total:	\$0.00
Paid:	\$3,660.83	Taxable Value Before Credits:	\$0.00
Balance:	\$0.00	Homestead Credits:	\$0.00
		Veteran Credits:	\$0.00
		Total Credits:	\$0.00
		Net Taxable Value:	\$0.00

Type	Description	Amount
Special	City of West Fargo Specials	\$3,660.80
Drain	Sheyenne-Maple Flood Control Dist. #2 Maintenance	\$0.03
Total		\$3,660.83

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00270-000

Statement Number: 150137561-0

Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due:	3,660.83
Less discount:	0.00
Amount due by Feb 16, 2016	3,660.83
Or pay in two installments (with no discount):	
Payment 1: Pay by Mar 01, 2016	3,660.83
Payment 2: Pay by Oct 17, 2016	0.00

MAKE CHECK PAYABLE TO:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼Detach here and mail with your payment▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137561-0

Parcel Number: 02-0810-00270-000	Jurisdiction: City of West Fargo
Owner: DIVERSION BOARD OF AUTHORITY	Physical Address: 3772 14 ST W WEST FARGO, ND 58078
Legal Description: Lot: 9 Block: 2 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 9 BLK 2 **1-10 -06 ANNEXED FRM 25-0000-02861-050	

2015 TAX BREAKDOWN

Net consolidated tax	0.00
Plus: Special Assessments	3,660.80
Plus: Drains	0.03
Total tax due:	3,660.83
Less discount, if paid by Feb 16, 2016	
Amount due by Feb 16, 2016	3,660.83

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2016	3,660.83
Payment 2: Pay by Oct 17, 2016	0.00

FOR ASSISTANCE, CONTACT:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

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****Notes:**

1. If your mortgage company pays the real estate taxes for this property, this statement is being provided for your information only.
2. Discount is 3% of Net Consolidated Tax.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



Property Detail Report

02-0810-00270-000		Newest Statement (2015 - #150137561)	
Owner:	DIVERSION BOARD OF AUTHORITY	Mill Levy Rate:	0.00
Address:	3772 14 ST W WEST FARGO ND 58078	Consolidated:	\$0.00
Mail To:	DIVERSION AUTHORITY PO BOX 2806 FARGO ND 58108-2806	Specials:	\$3,660.80
Jurisdiction:	West Fargo City	Drains:	\$0.03
Mortgage Company:		Other:	\$0.00
		Discounts:	\$0.00
		Pen/Int:	\$0.00
		1st Due:	\$0.00
		2nd Due:	\$0.00
		Amount Due:	\$0.00
		Grand Total Due:	\$0.00

Legal Description
 Lot: 9 Block: 2 HAYDEN HEIGHTS LT 9 BLK 2 **1-10-0 6 ANNEXED FRM 25-0000-02861-050

Statement: #150137561 Year: 2015			
Type:	Real Estate	Ag Land:	\$0.00
Mill Levy Rate:	0.00	Res Land:	\$0.00
Tax:	\$3,660.83	Res Building:	\$0.00
Penalty:	\$0.00	Comm Land:	\$0.00
Interest:	\$0.00	Comm Building:	\$0.00
Discount:	\$0.00	Total:	\$0.00
Paid:	\$3,660.83	Taxable Value Before Credits:	\$0.00
Balance:	\$0.00	Homestead Credits:	\$0.00
		Veteran Credits:	\$0.00
		Total Credits:	\$0.00
		Net Taxable Value:	\$0.00

Type	Description	Amount
Special	City of West Fargo Specials	\$3,660.80
Drain	Sheyenne-Maple Flood Control Dist. #2 Maintenance	\$0.03
Total		\$3,660.83

2015 Cass County Real Estate Tax Statement



Your cancelled check is your receipt for your payment.
No receipt will be mailed.

Parcel Number: 02-0810-00150-000
Statement Number: 150137548-0
Group Number: 10073

DIVERSION AUTHORITY
PO BOX 2806
FARGO, ND 58108-2806

Total tax due: 3,631.82
Less discount: 0.00
Amount due by Feb 16, 2016 3,631.82
Or pay in two installments (with no discount):
Payment 1: Pay by Mar 01, 2016 3,631.82
Payment 2: Pay by Oct 17, 2016 0.00

MAKE CHECK PAYABLE TO:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806

▼Detach here and mail with your payment▼

2015 Cass County Real Estate Tax Statement

Statement Number: 150137548-0

Parcel Number: 02-0810-00150-000
Jurisdiction: City of West Fargo
Owner: DIVERSION BOARD OF AUTHORITY
Physical Address: 3917 14 ST W
WEST FARGO, ND 58078

Legal Description:
Lot: 15 Block: 1 Addition: Hayden Heights Addition Additional: HAYDEN HEIGHTS LT 15 BLK 1 **1-10-06 ANNEXED FRM 25-0000-02861-050

2015 TAX BREAKDOWN

Net consolidated tax 0.00
Plus: Special Assessments 3,631.79
Plus: Drains 0.03
Total tax due: 3,631.82
Less discount,
if paid by Feb 16, 2016
Amount due by Feb 16, 2016 3,631.82

Or pay in two installments (with no discount):

Payment 1: Pay by Mar 01, 2016 3,631.82
Payment 2: Pay by Oct 17, 2016 0.00

FOR ASSISTANCE, CONTACT:

Cass County Treasurer
211 9th Street South
P.O. Box 2806
Fargo, ND 58108-2806
Phone: 701-241-5611

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Krueger Construction

**FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 12/31/2015**

	2011	2012	2013	2014	2015	Cumulative Totals
Revenues						
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,225,991	62,767,901
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,225,991	62,767,901
State Water Commission	-	-	3,782,215	602,918	31,056,740	35,441,873
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,272,442	13,948,421
Lease/Rental Payments	-	-	17,358	154,180	180,341	351,879
Asset Sales	-	-	-	616,774	315,892	932,666
Miscellaneous	-	-	1,705	626	427	2,758
Total Revenues	984,750	17,005,957	19,518,970	44,425,900	94,277,823	176,213,401
Expenditures						
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	4,650,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	278,727	963,981
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	22,515,587
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	20,678,459
7925 WIK - Recreation	-	163,223	-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,801,402	79,470,448
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	32,452	362,902
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	21,007,693
7951 Construction - Minnesota	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	16,326,506
7955 Construction Management	-	-	-	556,209	2,867,422	3,423,631
7990 Project Financing	-	50,000	70,000	216,376	529,391	865,767
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	116
0000 Advance to City of Oxbow	-	-	7,527,231	630	-	7,527,861
Total Expenditures	984,750	17,005,957	19,518,970	45,325,044	95,708,632	178,543,353

FM Diversion Authority
FY 2015 Summary Budget Report (In Thousands)
October 1, 2014 through December 31, 2015
As of December 31, 2015

	FY 2015 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	59,040	2,738	34,354			24,686
Cass County	59,040	2,738	34,354			24,686
State of ND - 50% Match	57,200	3,882	27,788			29,412
State of ND - 100% Match	35,800	116	7,316			28,484
State of Minnesota	-	-	-			-
Other Agencies	13,120	608	7,634			5,486
Financing Proceeds	-	-	-			-
Sale of Assets	-	35	316			(316)
Property Income	-	-	193			(193)
Miscellaneous	-	-	0			(0)
Total Revenue Sources	224,200	10,118	111,956			112,244
Funds Appropriated						
Army Corp Local Share	525	-	2,725		2,279	(4,479)
Management Oversight	7,200	328	9,508	132%	3,252	(5,560)
Technical Activities	16,575	52	7,728	47%	3,038	5,809
Land Acquisitions	106,700	3,547	61,764	58%	37,522	7,414
Construction	91,300	6,763	31,380	34%	36,853	23,067
Mitigation	-	-	-		-	-
Other Costs	1,900	35	645	34%	510	745
Total Appropriations	224,200	10,725	113,750	51%	83,453	26,997

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	1/6/2016	JB13150002	CITY OF FARGO	\$ 1,200.00	CHARGE COF TIME - 12/15	V00102	General & Admin. WIK
Total WIK - General & Admin. - Accounting Services				1,200.00			
790-7910-429.33-25	12/23/2015	264336	ERIK R JOHNSON & ASSOCIATES	8,001.90	LEGAL SERVICES THRU 11/25	V00102	General & Admin. WIK
Total WIK - General & Admin. - Legal Services				8,001.90			
790-7915-429.33-05	12/30/2015	264612	RED RIVER BASIN COMMISSION	52,252.60	RR BASIN RETENTION STUDY	V02101	STUDY UPPER RR RETENTION
Total WIK - Project Design - Engineering Services				52,252.60			
790-7930-429.33-05	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	49,262.03	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	63,963.07	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	180,951.80	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	13,351.75	ULTEIG	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	4,709.10	ULTEIG	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Engineering Services				312,237.75			
790-7930-429.33-25	12/4/2015	528	P CARD BMO	91,161.41	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	272.00	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,089.60	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	340.00	OHNSTAD TWICHELL PC	V01202	Cass Joint Water DPAC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	28,341.59	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	9,206.97	OHNSTAD TWICHELL PC	V01203	Cass Joint Water OHB
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	225.00	OHNSTAD TWICHELL PC	V01202	Cass Joint Water DPAC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,843.50	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	512.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	12/23/2015	264336	ERIK R JOHNSON & ASSOCIATES	1,035.30	LEGAL SERVICES THRU 11/25	V00103	General & Admin. LERRDS
	Total LERRDS - North Dakota - Legal Services				134,027.37		
790-7930-429.33-79	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	28,496.85	CH2M	V02807	CASS JOINT WATER IN-TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	101,034.27	CH2M	V01203	Cass Joint Water OHB
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	24,689.49	CH2M	V02807	CASS JOINT WATER IN-TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	87,535.46	CH2M	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Construction Management				241,756.07			

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.38-61	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	2,474.00	SENTURY SECURITY	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	5,015.38	SENTURY SECURITY	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	3,435.75	SENTURY SECURITY	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Security Services				10,925.13			
790-7930-429.41-05	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	94.79	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Water and Sewer				94.79			
790-7930-429.62-51	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	32.35	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	45.86	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	55.10	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	356.82	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	35.82	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	33.48	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	26.29	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	87.31	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	126.18	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	49.83	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	185.40	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	135.33	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,450.23	XVEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	Total LERRDS - North Dakota - Electricity				2,620.00		
790-7930-429.67-11	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	25,700.00	W HAUG & THE TITLE CO	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	3,175.00	WAYNE HAUG	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	5,250.00	THOMAS HOCKING	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	3,990.00	MARTIN COLEMAN	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Residential Buildings				38,115.00			
790-7930-429.67-12	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	495,848.75	OXBOW COUNTRY CLUB	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	919,922.62	OXBOW COUNTRY CLUB	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	288,443.93	SIDESTREET RELOCATION	V01703	ND LAND PURCH - IN TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	100,000.00	OXBOW COUNTRY CLUB	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	11,648.49	MBA DEVELOPMENT COMPANY	V01204	Cass Joint Water OCC
Total LERRDS - North Dakota - Commercial Buildings				1,815,863.79			

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.71-30	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	108,000.00	KENT & MELISSA RADEMACHER	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	124,000.00	JEFF & CATHERINE ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	82,021.00	JEFF & CATHERINE ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	148,000.00	OXBOW TALLEY CHECKS	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	81,366.00	OXBOW TALLEY CHECKS	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	77,000.00	KENT & MELISSA RADEMACHER	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	139,000.00	PAUL & VALERIE BENSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	50,000.00	KENT & VALERIE BENSON	V01701	ND LAND PURCH-OUT OF TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	182,437.38	WAYNE HAUG	V01703	ND LAND PURCH - IN TOWN
Total LERRDS - North Dakota - Land Purchases				991,824.38			
790-7950-429.73-20	12/23/2015	264377	LANDWEHR CONSTRUCTION INC	109,760.00	PARK EAST APT DEMOLITION	V02813	PARK EAST DEMOLITION
Total ND Construction - Site Improvements				109,760.00			
790-7950-429.73-52	12/2/2015	263743	INDUSTRIAL BUILDERS INC	476,302.25	2 ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	12/2/2015	263743	INDUSTRIAL BUILDERS INC	996,799.10	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	12/16/2015	264174	INDUSTRIAL BUILDERS INC	247,499.00	2 ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	12/23/2015	264357	INDUSTRIAL BUILDERS INC	942,053.12	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	12/2/2015	263744	INDUSTRIAL CONTRACT SERVICES INC	652,375.82	4 ST PUMP/2 ST FLOODWALL	V02805	PUMP STATION & FLOODWALL
	12/2/2015	263744	INDUSTRIAL CONTRACT SERVICES INC	982,281.45	4 ST PUMP/2 ST FLOODWALL	V02805	PUMP STATION & FLOODWALL
	12/30/2015	264542	INDUSTRIAL CONTRACT SERVICES INC	1,578,378.69	PUMP STATION & FLOOD WALL	V02805	PUMP STATION & FLOODWALL
	Total ND Construction - Flood Control				5,875,689.43		
790-7950-429.73-70	12/16/2015	264109	AT&T	278,964.28	2 ST FLOODWALL/DIVERSION	V02809	AT&T WP42 UTILITY RELOCT
	12/16/2015	264109	AT&T	(278,964.28)	2 ST FLOODWALL/DIVERSION	V02809	AT&T WP42 UTILITY RELOCT
	12/16/2015	264124	CONSOLIDATED COMMUNICATIONS	167,817.05	DIVERSION UTILITY RELOCAT	V02803	EVENTIS WP42 UTILITY RLCT
	12/16/2015	264124	CONSOLIDATED COMMUNICATIONS	129,896.05	DIVERSION UTILITY RELOCAT	V02803	EVENTIS WP42 UTILITY RLCT
	12/23/2015	264326	CONSOLIDATED COMMUNICATIONS	5,836.22	S ROUTE ENGINEER LABOR	V02803	EVENTIS WP42 UTILITY RLCT
	12/23/2015	264326	CONSOLIDATED COMMUNICATIONS	623.92	S ROUTE ENGINEER LABOR	V02803	EVENTIS WP42 UTILITY RLCT
	12/23/2015	264295	AT & T	278,964.28	REPLACE CABLE & CONDUIT	V02809	AT&T WP42 UTILITY RELOCT
Total ND Construction - Utilities				583,137.52			
790-7952-429.33-05	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	99,500.00	MOORE ENGINEERING	V01203	Cass Joint Water OHB
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	689.05	MOORE ENGINEERING	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	438.55	MOORE ENGINEERING	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	60,000.00	MOORE ENGINEERING	V01203	Cass Joint Water OHB
Total O/H/B Construction - Engineering Services				160,627.60			

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7952-429.33-79	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	13,000.00	GARY KILLEBREW/KILLERGOLF	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	13,000.00	GARY KILLEBREW/KILLERGOLF	V01204	Cass Joint Water OCC
Total O/H/B Construction - Construction Management				26,000.00			
790-7952-429.44-20	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,431.00	TEMPORARY PUMP	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	450.70	BIERSCHBACH EQUIPMENT	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	2,127.87	BIERSCHBACH EQUIPMENT	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	135.45	BIERSCHBACH EQUIPMENT	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,650.96	BIERSCHBACH EQUIPMENT	V01204	Cass Joint Water OCC
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	1,794.78	OXBOW COUNTRY CLUB	V01204	Cass Joint Water OCC
Total O/H/B Construction - Equipment & Vehicle Rent				7,590.76			
790-7955-429.33-06	12/2/2015	263841	TERRACON CONSULTING ENGINEERS	6,312.00	CONCRETE TESTING	V02802	WP-42 MATERIALS TESTING
	12/2/2015	263841	TERRACON CONSULTING ENGINEERS	1,417.00	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	12/2/2015	263841	TERRACON CONSULTING ENGINEERS	16,787.25	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	12/16/2015	264266	TERRACON CONSULTING ENGINEERS	10,676.60	MATERIALS TESTINIG	V02802	WP-42 MATERIALS TESTING
	12/16/2015	264266	TERRACON CONSULTING ENGINEERS	3,726.50	MATERIALS TESTINIG	V02802	WP-42 MATERIALS TESTING
	12/16/2015	264266	TERRACON CONSULTING ENGINEERS	20,055.85	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
Total Construction Management - Quality Testing				58,975.20			
790-7955-429.33-79	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	130,000.00	CH2M	V02807	CASS JOINT WATER IN-TOWN
	12/23/2015	264323	CASS COUNTY JOINT WATER RESOURCE DI	130,000.00	CH2M	V02807	CASS JOINT WATER IN-TOWN
Total Construction Management - Construction Management				260,000.00			
790-7990-429.34-55	12/9/2015	263967	JP MORGAN CHASE-LOCKBOX PROCESSING	5,992.32	OCT FINANCIAL ADVISORY	V03301	PPP FINANCL ADVISORY SVCS
Total Project Financing - Financial Advisor				5,992.32			
790-7990-520.80-20	12/1/2015	JB12150001	US BANK	28,645.83	US BANK INTEREST PAYMENT	V02902	\$50M FARGO USBANK ADVANCE
Total Project Financing - Financial Advisor				28,645.83			
Total Disbursed for Period				\$ 10,725,337.44			

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

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	120,151,042.23	77,207,757.31	42,943,284.92	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
HOUSTON-MOORE GROUP LLC	28,848,598.10	23,082,244.20	5,766,353.90	Engineering Services
INDUSTRIAL BUILDERS INC	25,133,047.86	8,152,686.36	16,980,361.50	2nd St North Pump Station Project and 2nd Street Floodwall, South of Pump Station
CH2M HILL ENGINEERS INC	18,665,819.01	17,390,819.01	1,275,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I	17,709,063.63	11,560,660.14	6,148,403.49	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	14,804,345.96	13,839,776.53	964,569.43	City of Oxbow - MOU
ARMY CORP OF ENGINEERS	6,929,000.00	4,650,000.00	2,279,000.00	Local Share
COMMERCIAL TITLE LLC	3,869,541.00	3,869,541.00	-	Oxbow MOU - Advance for Land Purchase
TITLE COMPANY	3,641,500.00	3,641,500.00	-	Oxbow MOU - Advance for Land Purchase
CENTURYLINK COMMUNICATIONS	2,586,742.00	-	2,586,742.00	Utility Relocation
DORSEY & WHITNEY LLP	2,576,982.84	2,576,982.84	-	Legal Services
MINNESOTA DNR	2,188,007.43	2,188,007.43	-	EIS Scoping
URS CORPORATION	1,775,118.42	1,514,480.05	260,638.37	Engineering Services
KENNELLY & OKEEFFE	1,729,310.56	1,729,310.56	-	Home Buyouts
CONSOLIDATED COMMUNICATIONS	1,706,312.00	518,918.27	1,187,393.73	Utility Relocation
LANDWEHR CONSTRUCTION INC	1,089,888.00	109,760.00	980,128.00	Demo Park East Apartments
XCEL ENERGY-FARGO	890,530.93	16,275.85	874,255.08	Utility Relocation
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
DUCKS UNLIMITED	587,180.00	587,180.00	-	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	576,669.57	576,669.57	-	Engineering Services
RED RIVER BASIN COMMISSION	500,000.00	500,000.00	-	Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
US BANK	478,737.22	478,737.22	-	Loan Advance Debt Service Payments
TERRACON CONSULTING ENGINEERS	450,000.00	232,416.11	217,583.89	Materials Testing
AT & T	441,330.44	278,964.28	162,366.16	Utility Relocation
ERIK R JOHNSON & ASSOCIATES	417,845.36	417,845.36	-	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES	350,000.00	90,414.71	259,585.29	Financial Advisor
CITY OF FARGO	332,078.71	332,078.71	-	Digital Imagery Project, Utility Relocation & Accounting Svcs
702 COMMUNICATIONS	275,862.91	199,910.18	75,952.73	Utility Relocation
CASS COUNTY TREASURER	245,565.40	245,565.40	-	Property Tax
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
CABLE ONE (FARGO)	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	135,167.00	-	Ag Risk Study Services
ENVENTIS	115,685.62	115,685.62	-	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	111,000.00	-	111,000.00	Engineering Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	104,600.00	-	Water Level Discharge Collection
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Engineering Services
ULTEIG ENGINEERS INC	100,000.00	-	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing

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

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
OHNSTAD TWICHELL PC	65,035.11	65,035.11	-	ROE and Bonding Legal Fees
FREDRIKSON & BYRON, PA	59,500.00	38,500.00	21,000.00	Lobbying 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
GEOKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
CLAY COUNTY AUDITOR	33,796.71	33,796.71	-	Property Tax, Home Buyout Demo
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
NIXON PEABODY LLC	30,000.00	30,000.00	-	Legal Services
WARNER & CO	19,900.00	19,900.00	-	General Liability Insurance
PRIMORIS AEVENIA INC	16,230.00	16,230.00	-	Utility Relocation
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN	5,000.00	5,000.00	-	Membership Dues
ONE	3,575.00	3,575.00	-	Utility Relocation
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
RED RIVER TITLE SERVICES INC	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
BNSF RAILWAY CO	600.00	600.00	-	Permit for 4th St N Project
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
CASS COUNTY RECORDER	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase
Grand Total	\$ 261,996,566.42	\$ 178,543,353.50	\$ 83,453,212.92	

**FM Diversion Authority
In-Town Levee Work
as of December 31, 2015**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	2nd Street North Pump Station - Work Package 42.A2	\$ 8,674,859.68	\$ 6,159,514.14
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	450,000.00	232,416.11
V02803	Enventis	2nd Street Utility Relocation	1,821,997.62	634,603.89
V02804	702 Communications	2nd Street Utility Relocation	275,862.91	199,910.18
V02805	ICS	4th St Pump Station & Gatewell and 2nd St Floodwall S - WP-42A.1/A.3	17,709,663.63	11,561,260.14
V02806	HMG	Services During Construction - Work Package 42	2,243,000.00	1,193,509.42
V02807	CCJWRD	In-Town Levee Work	2,189,450.10	2,189,450.10
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	38,002.05	38,002.05
V02809	AT & T	2nd Street Utility Relocation	603,696.60	278,964.28
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	890,530.93	16,275.85
V02812	Industrial Builders	2nd Street North Floodwall, South of Pump Station - WP-42F.1S	16,458,188.18	1,993,172.22
V02813	Landwehr Construction	Park East Apartments Demolition	1,089,888.00	109,760.00
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,586,742.00	-
V01703	Various	In-Town Property Purchases	30,955,491.41	19,556,471.96
			\$ 86,152,114.48	\$ 44,179,540.34

FM Diversion Authority
Lands Expense - Life To Date
As of December 31, 2015

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
Home Buyouts - Fargo									
1322 Elm St N, Fargo ND	11/19/2014	347,270.27	-	2,840.39	47,168.14	2,450.99	-	-	399,729.79
1341 N Oak St, Fargo ND	1/29/2015	309,888.24	-	-	78,889.24	14.79	-	-	388,792.27
1326 Elm St N, Fargo ND	12/23/2014	230,196.41	-	-	8,001.02	71.57	-	-	238,269.00
1330 Elm St N, Fargo ND	2/12/2015	229,982.44	-	-	62,362.63	81.00	-	-	292,426.07
18 North Terrace N, Fargo ND	4/2/2015	129,698.25	-	-	44,688.72	89.09	-	-	174,476.06
Park East Apartments - 1 2nd St S Fargo, ND	6/23/2015	9,002,442.20	-	-	919,205.33	62,408.87	-	-	9,984,056.40
1318 Elm St N, Fargo ND	5/29/2015	229,012.67	-	-	55,452.01	-	-	-	284,464.68
724 North River Road, Fargo, ND	6/8/2015	204,457.83	-	-	2,295.00	34.76	-	(15,000.00)	191,787.59
1333 Oak Street N, Fargo, ND	6/24/2015	238,513.23	-	-	2,700.85	-	-	-	241,214.08
26 North Terrace N, Fargo ND	9/11/2015	138,619.58	-	-	12,620.00	43.50	-	-	151,283.08
16 North Terrace N, Fargo ND	9/24/2015	227,987.50	-	-	96,717.14	-	-	-	324,704.64
301 3rd Ave N, Fargo ND	11/2/2015	3,266,079.60	-	-	3,154,943.93	-	-	-	6,421,023.53
1314 Elm Street N, Fargo ND		-	100,000.00	-	2,512.50	-	-	-	102,512.50
24 North Terrace N, Fargo ND	11/25/2015	182,437.38	-	-	28,875.00	-	-	-	211,312.38
Home Buyouts - Moorhead									
387 170th Ave SW, Moorhead MN	11/1/2013	281,809.91	-	1,970.00	-	34,073.72	-	(8,440.00)	309,413.63
Home Buyouts - Oxbow									
105 Oxbow Drive, Oxbow ND	11/28/2012	216,651.85	-	4,993.72	-	13,695.77	(18,680.72)	(181,249.54)	35,411.08
744 Riverbend, Oxbow ND	12/3/2012	343,828.30	-	10,599.10	-	19,786.48	(37,617.16)	-	336,596.72
121 Oxbow Drive, Oxbow ND	7/31/2013	378,781.20	-	1,581.52	-	19,519.02	-	(186,918.33)	212,963.41
333 Schnell Drive, Oxbow ND	9/20/2013	104,087.79	-	2,781.89	-	30,017.65	-	-	136,887.33
346 Schnell Dr, Oxbow ND	2/13/2014	512,970.73	-	3,143.13	-	13,191.53	(18,000.00)	-	511,305.39
345 Schnell Dr, Oxbow ND	10/24/2014	478,702.98	-	3,055.99	6,869.44	1,884.14	-	-	490,512.55
336 Schnell Dr, Oxbow ND	1/29/2015	310,888.51	-	-	-	57.76	-	-	310,946.27
Lots 1-3, Block 1, Babe's Addition - Bartram	5/21/2015	2,698,226.97	-	-	10,549.70	1,335.41	-	-	2,710,112.08
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	-	205,649.82	61.27	-	-	686,495.39
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	-	506,044.10	120.42	-	-	975,242.65
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	-	309,992.53	219.96	-	-	616,937.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	-	312,212.95	188.99	-	-	806,744.81
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	-	176,524.79	244.64	-	-	643,490.23
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	-	267,757.65	139.71	-	-	757,988.68
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
326 Schnell Drive, Oxbow, ND		-	130,000.00	-	62,505.89	-	-	-	192,505.89
828 Riverbend Rd, Oxbow ND		-	25,000.00	-	-	-	-	-	25,000.00
330 Schnell Dr, Oxbow ND		-	150,000.00	-	-	-	-	-	150,000.00
749 Riverbend Rd / 433 Trent Jones Dr		-	195,500.00	-	-	-	-	-	195,500.00
334 Schnell Dr / 751 River Bend Rd		-	146,226.00	-	-	-	-	-	146,226.00
350 Schnell Dr / 769 River Bend Rd		-	135,000.00	-	-	-	-	-	135,000.00
829 Riverbend Rd / 788 River Bend Rd		-	-	-	8,000.00	-	-	-	8,000.00
328 Schnell Dr / 347 Trent Jones Dr		-	200,000.00	-	-	-	-	-	200,000.00
338 Schnell Dr / 775 River Bend Rd		-	222,500.00	-	-	-	-	-	222,500.00
813 Riverbend Rd / 449 Trent Jones Dr		-	228,000.00	-	-	-	-	-	228,000.00
341 Schnell Dr / 351 Trent Jones Dr		-	238,500.00	-	-	-	-	-	238,500.00

FM Diversion Authority
Lands Expense - Life To Date
As of December 31, 2015

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
329 Schnell Dr / 417 Trent Jones Dr		-	180,000.00	-	-	-	-	-	180,000.00
805 Riverbend Rd / 776 River Bend Rd		-	220,855.00	-	-	-	-	-	220,855.00
317 Schnell Dr / 409 Trent Jones Dr		-	222,000.00	-	-	-	-	-	222,000.00
309 Schnell Dr / 261 S Schnell Dr		-	210,000.00	-	-	-	-	-	210,000.00
810 Riverbend Rd / 787 River Bend Rd		-	289,500.00	-	-	-	-	-	289,500.00
332 Schnell Dr / 421 Trent Jones Dr		-	158,000.00	-	-	-	-	-	158,000.00
833 Riverbend Rd / 446 Trent Jones Dr		-	269,000.00	-	-	-	-	-	269,000.00
821 Riverbend Rd / 434 Trent Jones Dr		-	185,000.00	-	-	-	-	-	185,000.00
321 Schnell Dr / 410 Trent Jones Dr		-	229,366.00	-	-	-	-	-	229,366.00
337 Schnell Dr / 355 Trent Jones Dr		-	206,021.00	-	-	-	-	-	206,021.00
840 Riverbend Rd / 442 Trent Jones Dr		-	189,000.00	-	-	-	-	-	189,000.00
			-						-
Home Buyouts - Hickson									
17495 52nd St SE, Hickson, ND	4/28/2015	785,747.66	-	-	27,604.74	269.24	-	-	813,621.64
			-						-
Easements - Fargo									
Part of Lot 5 El Zagal Park, Fargo ND	10/9/2014	68,040.72	-	-	-	-	-	-	68,040.72
			-						-
Easements - Oxbow									
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	-	-	-	55,500.00
			-						-
Farmland Purchases									
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	(27,892.63)	-	931,947.37
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	(56,114.10)	-	1,580,115.90
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust	2/18/2014	3,458,980.70	-	-	-	-	(121,611.02)	-	3,337,369.68
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	(32,244.98)	-	958,883.21
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	(28,029.64)	-	915,530.41
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	2,566.59	-	-	(3,725.49)	-	988,547.13
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	5,327.10	-	-	(22,249.56)	-	931,859.76
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	2,265.76	-	-	(11,053.17)	-	947,113.59
Fercho Family Farms, Oxbow ND	3/25/2015	464,600.00	-	-	-	-	-	-	464,600.00
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gordier	5/13/2014	321,386.00	-	-	-	-	(3,786.29)	-	317,599.71
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	594,108.00
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
			-						-
Land Purchases									
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	219,899.45	-	-	-	(556,058.28)	147,857.17
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
			-						-
Total		39,425,478.03	4,156,468.00	261,024.64	6,410,143.12	200,000.28	(381,004.76)	(947,666.15)	49,124,443.16

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

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

Drawdown Request No: 22	
Requested Amount:	\$ 3,998,879
Total Funds Expended This Period:	\$ 7,881,321
Total Funds Requested at 100% Match	116,437
Remaining Funds Requested at 50% Match	7,764,884
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	3,882,442
Total Funds Requested:	\$ 3,998,879

STATE AID SUMMARY:	
Summary of State Funds Appropriated	
Appropriations from 2009 Legislative Session	\$ 45,000,000
Appropriations from 2011 Legislative Session	30,000,000
Appropriations from 2013 Legislative Session	100,000,000
Appropriations from 2015 Legislative Session	69,000,000
Total State Funds Appropriated	244,000,000
Less: Payment #1 through #35 - City of Fargo	(55,510,209)
Less: Payment #1 - Cass County	(136,039)
Less: Payment #1 through #10 - FM Diversion Authority	(8,524,053)
Less: Payment #11 - FM Diversion Authority	(470,398)
Less: Payment #12 - FM Diversion Authority	(1,231,810)
Less: Payment #13 - FM Diversion Authority	(612,361)
Less: Payment #14 - FM Diversion Authority	(1,182,540)
Less: Payment #15 - FM Diversion Authority	(4,501,221)
Less: Payment #16 - FM Diversion Authority	(3,325,169)
Less: Payment #17 - FM Diversion Authority	(2,833,772)
Less: Payment #18 - FM Diversion Authority	(1,528,056)
Less: Payment #19 - FM Diversion Authority	(885,633)
Less: Payment #20 - FM Diversion Authority	(3,767,195)
Less: Payment #21 - FM Diversion Authority	(2,580,786)
Less: Payment #22 - FM Diversion Authority	(3,998,879)
Total Funds Reimbursed	(91,088,121)
Total State Fund Balances Remaining	\$ 152,911,879

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

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - City of Fargo	\$	47,629,069
Matching Funds Expended To Date - Cass County		291,500
Matching Funds Expended To Date - FM Diversion Authority		7,315,460
Total Matching Funds Expended To Date		55,236,029
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)
Balance of Local Matching Funds Available	\$	6,277,910

AGREEMENT FOR MUNICIPAL ADVISOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made as of the 07 day of January, 2016 (the "Effective Date"), by and between Fargo Moorhead Diversion Authority, Fargo, North Dakota ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Dodd-Frank Compliance. Springsted is a Municipal Advisor as defined in Section 15B of the Securities Exchange Act of 1934 and as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. For purposes of any Municipal Advisor Services rendered by Advisor, Springsted affirms that it is registered as a Municipal Advisor and in good standing with both the Securities and Exchange Commission (registration #867-00226) and the Municipal Securities Rulemaking Board (registration #K0457). The Advisor shall maintain such registration and compliance with applicable laws and regulations as they pertain to Municipal Advisors during the term of this Agreement.
2. Engagement; Duties. On the terms and conditions set forth herein, Client hereby engages Advisor as its Municipal Advisor. Advisor shall provide those services described in **Appendix A** to Client on an as-requested basis by Client; provided, however, that Advisor's obligations under this Agreement shall be expressly limited to such services. Notwithstanding the foregoing, if Client requests Advisor to provide services in connection with a particular municipal issuance-related matter and the parties agree that the services that will be required to be provided in connection therewith differ in scope from those services set forth on **Appendix A**, the parties shall negotiate a mutually agreeable set of services that will be provided by Advisor to Client. Upon the parties' agreement to a particular set of alternate services, Advisor shall deliver to Client an addendum to this Agreement (an "Addendum"). Any such Addendum shall set forth the scope of Advisor's engagement with respect to such municipal issuance-related matter, as well as any alterations to the terms of this Agreement that may have been agreed upon by the parties in connection with such alternate services.

Client authorizes its Chairman ("Client Representative") to discuss with Advisor the terms of any such Addendum, and authorizes Client Representative to consult with other Client staff or counsel in order to take any and all actions necessary to negotiate, receive, acknowledge or undertake any other step(s) necessary to effectuate any such Addendum on behalf of Client.

3. Compensation and Expenses. Client shall compensate the Advisor and be responsible for the payment of such expenses as set forth on, and in accordance with, **Appendix B** attached hereto. Unless otherwise noted in Appendix B, compensation shall be due to the Advisor within thirty (30) days of the invoice date. The fees set out herein shall be effective for the twelve (12) month period immediately following the Effective Date and shall extend to any service provided by the Advisor pursuant to this Agreement within said 12-month period. Thereafter, the Advisor's compensation shall be at the rates charged other similar clients as of the time a Debt Obligation is commenced.
4. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party for any reason upon thirty (30) days prior written notice to the other party. Provided, however, that a termination of this Agreement shall not relieve Client of its obligations to pay Advisor for all services rendered and reimbursable expenses incurred prior to the effective date of termination.
5. Indemnification; Sole Remedy. The Client and the Advisor each hereby agree to indemnify, defend and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error, material misstatement or omission of the indemnifying party in connection with any information provided, or the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party.

Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation, changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party.

Neither party shall be entitled to indemnification under this Agreement for Damages related to any service provided hereunder more than three years prior to the date on which a claim for indemnification is first asserted in writing and delivered to the party from which indemnification is asked.

Whenever the Client or the Advisor becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly provide written notice to the other, which shall include a description of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this section shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.

6. Confidentiality; Disclosure of Information.

6.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor, or which the Advisor becomes aware of in the performance of its duties hereunder ("Client Information"), shall be deemed by the parties to be the property of the Client. Advisor may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

6.2 Advisor Information. The Client acknowledges that, in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and Client agrees that it will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor.

7. Conflicts of Interest. Client acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. Client further acknowledges that it has been given the opportunity to raise questions and discuss the above-referenced matters with Advisor and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts. In the event any conflict arises during the term of this Agreement, Advisor will promptly disclose the same. Upon receiving any additional disclosures, Client agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by Client Representative, specifically acknowledge the conflict(s) and, so long as Client believes that Advisor is able to appropriately manage the above-referenced conflicts, authorize Advisor to proceed with the engagement.

8. Dispute Resolution. Upon any dispute under this Agreement, and for a period of 30 days following written notice of a claim or dispute, the senior management of the parties shall first attempt to resolve the dispute informally. If informal dispute resolution is unsuccessful, within 30 days thereafter, the parties shall submit the matter to non-binding mediation before a mutually agreed, certified, neutral third party mediator. If the parties cannot agree upon a mediator, the matter shall be submitted to the American Arbitration Association, Commercial Mediation Division, for selection of a mediator. The parties shall share the cost of the mediator and pay their own mediation expenses and attorney fees. If mediation is unsuccessful, the parties may pursue all available legal and equitable remedies.

9. Miscellaneous.

- 9.1 No Underwriting Participation. The Advisor shall not during the term of this Agreement directly or indirectly engage in the underwriting of any securities issuance.
- 9.2 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- 9.3 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- 9.4 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.
- 9.5 Governing Law. The parties agree and acknowledge that any action brought for breach of this Agreement or to enforce any of its provisions shall be brought in Ramsey County District Court, Minnesota. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 9.6 Change in Laws or Regulations. The parties agree and acknowledge that changes in law or regulations issued by federal or state authorities may affect the terms of this Agreement. If there are any changes in law or regulations made after the date of this Agreement, the Client agrees to amend this Agreement if required, to maintain compliance with all applicable laws and regulations. Unless stated otherwise in this Agreement, Advisor may amend this agreement at any time by providing thirty (30) days advance written notice to Client. If no objection is made by the client within thirty (30) days following delivery of such notice, Advisor will assume Client's inactivity constitutes consent.
- 9.7 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- 9.8 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

Fargo Moorhead Diversion Authority
211 Ninth Street South, Box 2806
Fargo, North Dakota 58108
Attention: Darrell Vanyo, Chairman

If to the Advisor, to:

Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887
Attention: Managing Principal

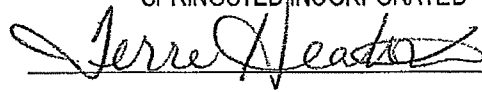
The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED INCORPORATED

Darrell Vanyo
Print Name

Chairman
Title



Terri Heaton
Print Name

Senior Vice President
Title

APPENDIX A OF AGREEMENT BETWEEN

**Fargo Moorhead Diversion Authority,
Fargo, North Dakota**

AND

Springsted Incorporated

Effective as of January 7, 2016

SCOPE OF SERVICES

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan or plans for a particular Project that may be available and appropriate for such Project.
4. Recommend to the Client a plan for any Project.
5. Advise the Client on current market conditions, federal, state or other law considerations, and other general information and economic data that might be relevant to any Project.
6. Assist Client in coordinating the activities between various parties to any Project as needed.
7. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to a Project. Services that may be procured may include, but are not limited to: general counsel; special tax counsel; credit facilities; credit rating; and engineering or design services.
8. Assist with the review of all documents, including but not limited to any governing body resolutions, purchase agreement, and any other relevant documents.
9. Assist the Client with other components of a Project as requested and agreed upon.
10. Coordinate with the proper parties and oversee the completion of each Project.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any new money issuance, refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to any Transaction.
2. Survey the financial resources of the Client to determine its borrowing capacity and analyze existing debt structure as compared to the existing and projected sources of revenues.
3. Assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of general bond obligations, loans and/or notes, school bonds, revenue or refunding bonds, or

other type of financing alternatives that may be available and appropriate for the particular issuance ("Debt Obligations").

4. Recommend to the Client an amount, the maturity structure, call provisions, pricing, and other terms and conditions of the Debt Obligation.
5. Advise the Client on current market conditions, forthcoming bond, loans and note issues, federal, state or other tax law considerations, and other general information and economic data that might normally be expected to influence the interest rates of the financing.
6. Assist the Client in the analysis of and the selection of a credit rating firm or Firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
7. Advise the Client on utilizing credit enhancement and provide assistance in seeking such credit enhancement if, in the opinion of the Advisor, such credit enhancements would be advantageous to the Client.
8. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
9. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to the issuance or post-issuance requirements of the Debt Obligation. Services that may be procured may include, but are not limited to: bond counsel; special tax counsel; disclosure counsel; trustee selection; paying agent selection; credit facilities; underwriter; and printing services.
10. Assist with the review of all financing documents, including but not limited to the preliminary and final offering statement, any governing body resolutions, purchase agreement, and any official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with the information they need to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Coordinate with the proper parties and oversee the closing process so as to ensure the efficient delivery of the Debt Obligations to the applicable purchaser.

C. Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, Advisor shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation. In carrying out its duties, the Advisor shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form/s with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation;

Client agrees to timely provide the Advisor with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a) Date of purchase or acquisition;

- b) Purchase price of investments including any accrued interest;
 - c) Face amount and maturity date;
 - d) Stated rate of interest;
 - e) Interest payment dates;
 - f) Date of sale, transfer, or other disposition;
 - g) Sale or disposition price; and
 - h) Accrued interest due on the date of sale or disposition;
4. Any other information necessary for the Advisor to make the calculations required for the specified Debt Obligation.

D. Continuing Disclosure Services

Upon receipt of written authorization from the Client to proceed, Advisor shall, based on the information supplied thereby, assist Client in satisfying its obligations for specified Debt Obligations under any applicable continuing disclosure undertaking executed by and requiring the Client to provide certain financial information and operating data and timely notices of the occurrence of certain events determined to be significant to investors. Such assistance will include the following for each specified Debt Obligation:

1. Compile, as needed, and file an annual report according to the continuing disclosure undertaking (the "Undertaking") executed by Client pursuant to SEC Rule 15c2-12(b)(5) for the Debt Obligation(s) for submission by Client to the Municipal Securities Rulemaking Board (MSRB) and the State Information Depository (SID), as applicable. The annual report will generally include:
 - a) An annual audited financial statement to be prepared by Client's accountants.
 - b) Updates of certain specified operating and financial data if not included in the annual audited financial statement.
2. Monitor through periodic requests for information, the significant events listed in the Undertaking and assist, as necessary, in the drafting and filing of a significant event notice relative thereto.
3. Advisor will furnish a receipt of filing for any continuing disclosure filing made within 30 days after its submission to the MSRB.

Client agrees to provide the Advisor with accurate information with respect to compiling the annual report in a timely manner and to fully disclose to Advisor any significant events as they occur.

APPENDIX B OF AGREEMENT BETWEEN

Fargo Moorhead Diversion Authority,
Fargo, North Dakota

AND

Springsted Incorporated

Effective as of January 7, 2016

A. COMPENSATION FOR SERVICES RELATING TO CLIENT'S DEBT OBLIGATIONS

1. a. General obligation debt:
 - \$7 per \$1,000 for the first \$2,500,000 of bonds issued
 - \$1 per \$1,000 for amounts over \$2,500,000 of bonds issued
 - Minimum bond issuance fee - \$12,500
- b. The foregoing schedule shall include the Advisor's services through closing of a Debt Obligation. If the Advisor performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in paragraph B of this appendix.
- c. A single Debt Obligation with multiple financing plans is charged per plan with a discount of \$4,000 per plan applied after the first plan.
- d. Non ad valorem supported debt and advance refunding shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- e. Debt Obligations dependent on successful referenda shall be compensated at 1.10 times the fee set out in paragraph 1.a. above.
- f. In the event it is necessary for the Advisor to repeat Debt Obligation services because of events beyond the Advisor's control, the Advisor shall be compensated for such repetitive services at the hourly rates set out in the foregoing paragraph B. of this Appendix. The Advisor shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and the Advisor.
- g. The Advisor's fees shall be payable as follows:
 - (i) For a Debt Obligation, fees shall be contingent upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, the Advisor shall be paid the amount which it would have been due upon closing.
 - (ii) If an issuance does not close for a reason that is beyond the control of the Client and without fault of the Client, then the Advisor shall be compensated at one-half the amount which would have been due upon closing.
 - (iii) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.
 - (iv) If a Client Debt Obligation is abandoned for any reason and the Advisor is without fault for such abandonment, the Advisor shall be paid a fee in the amount that would have been due if the Advisor's services to the point of abandonment had been charged at the hourly rate set out in paragraph B. herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to the Advisor of abandonment or whenever the Client has taken no action with respect to the Debt Obligation within one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization

referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and the Advisor.

2. The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

B. HOURLY RATES FOR NON-DEBT ISSUANCE RELATED SERVICES

Principal, Senior Officer	\$260
Senior Professional Staff	\$215
Professional Staff.....	\$160
Associates	\$ 75

C. ARBITRAGE AND REBATE MONITORING SERVICES

1. Fees for arbitrage services shall be as applied as follows:
 - a. \$1,500 per determination per Debt Obligation when such determinations are made annually as of the selected computation date of the applicable Debt Obligation's date of issuance, or
 - b. \$1,500 for the first year, plus \$400 for each additional year up to a five year period per determination for each Debt Obligation when such determinations are made for periods in excess of one year.
2. At such time as the original proceeds and investment earnings thereon are completely expended and only a non-commingled bona fide debt service fund remains, the Advisor will notify the Client if compliance with the arbitrage provisions can be accomplished through monitoring of the Debt Service fund. In the event such recommendation is made and it is accepted by the Client, the Advisor will perform monitoring activities for a fee of \$400 for annual monitoring or \$850 for monitoring at the close of every fifth bond year. If, for any determination period, monitoring reveals that the debt service fund is no longer bona fide and a rebate calculation must be performed, any charge for monitoring for that determination period will apply toward the applicable fee for rebate and arbitrage services.
3. If (i) separate information for each Debt Obligation is not provided, (ii) Advisor is required to perform allocations of investments among funds, or (iii) the Advisor is required to perform other analysis, additional compensation will be charged for such allocations/analyses at the hourly rates in paragraph B.

D. CONTINUING DISCLOSURE SERVICES

Report preparation and filing per type of obligation:

- a. Full disclosure report created by Advisor, \$1,300, plus \$200 each debt obligation
- b. Full or limited disclosure official statement with updated data that can be referenced, \$0, plus \$200 each debt obligation
- c. Full disclosure all operating data included within CAFR, \$600, plus \$200 each debt obligation
- d. Limited disclosure, \$600, plus \$200 each debt obligation

E. EXPENSES AND HOURLY FEES

Amounts due the Advisor for expenses and services charged at hourly rates shall not be contingent.

APPENDIX C OF AGREEMENT BETWEEN

Fargo Moorhead Diversion Authority,
Fargo, North Dakota

AND

Springsted Incorporated

Effective as of January 7, 2016

VARIOUS FORMS OF COMPENSATION

In connection with our fiduciary duty, we are hereby providing to you written disclosures about the actual or potential conflicts of interest presented by various forms of compensation.

We must provide this disclosure unless you have required that a particular form of compensation be used.

Forms of compensation; potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid

under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

OTHER MATERIAL CONFLICTS OF INTEREST

In connection with our fiduciary duty, we are hereby providing to you a written disclosure regarding actual or potential material conflicts of interest. The following represent the material conflicts of interest known to us as of the date of this Agreement:

Affiliated Entities and Subsidiaries. Advisor's wholly owned subsidiary, Springsted Investment Advisors Incorporated ("SIA") may provide services to Client in connection with the investment of proceeds from an issuance of securities. In such instances, such services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Advisor may recommend the use of SIA, but Client shall be under no obligation to retain SIA or to otherwise utilize SIA relative to Client's investments.

"No additional conflicts of interest have been identified by Advisor"

FM Area Diversion Project Property Acquisition Summary

January 13, 2016

Property:

Owner	Oak Terrace Condominiums
Address	2 North Terrace (Units 1-2) and 6 North Terrace (Units 3-6), Fargo, ND 58102
Property Type	Multi-Unit Condo Building
Identification Number	8926, 8927, 8928, 8929, 8930 and 8931

Property Need

Acquisition of this property is required as part of the in town levee system. See attached map.

Description of Acquired Property

The Acquisition needed is both in fee and temporary construction easement (TCE). The levee extension project impacts the back yards of the condominium parcels on the north side of the lot. The fee property has an area of 450 square feet and has been appraised to have a market value of \$3,526.00. The TCE parcel has an area of 751 square feet and has been appraised a value of \$322.00. The total appraised value of both parcels is \$3,526.00

Compensation & Negotiations Summary:

Compensation amounts proposed are based on an appraisal of the subject property provided by a qualified appraiser following the Yellow Book standards. The appraisal has been reviewed and approved by USACE. The fee property has been appraised to have a market value of **\$3,526.00**. The TCE parcel has been appraised to have a value of **\$322.00**. The total appraised value of both parcels is **\$3,526.00**

The condominium association rejected the original offer. They countered with a much larger number and stated that no one there was for the project. After negotiating with various tenants of the condominiums an amount of **\$5,000.00** was settled upon.


Acquisition Cost Summary

Property		Notes
Just Compensation	\$ 3,526	Based on Appraisal
Counter Offer from Owners	\$9,000	
Negotiated Settlement	= \$ 5,000	

Requested Action/Recommendation

1. Recommend to CCJWRD, execution of a Purchase Agreement in the amount of \$5,000 as just compensation for real property.




 CURRENT COST SHARE REQUEST

<p>OIN# 8926 OWNER: BARRY L SCHMISS PROPERTY ADD: 6 NORTH TERRACE N #6, FARGO CITY TOWNSHIP: BARNES TOWNSHIP PARCELACREAGE: 0.44 AC.</p>	<p>OIN# 8929 OWNER: MELISSA L BODELSON PROPERTY ADD: 6 NORTH TERRACE N #3, FARGO CITY TOWNSHIP: BARNES TOWNSHIP PARCELACREAGE: 0.44 AC.</p>
<p>OIN# 8927 OWNER: CHARLES & KATHY SJOSTROM PROPERTY ADD: 6 NORTH TERRACE N #5, FARGO CITY TOWNSHIP: BARNES TOWNSHIP PARCELACREAGE: 0.44 AC.</p>	<p>OIN# 8930 OWNER: WILLIAM E BRUNSDALE LIVING TRUST PROPERTY ADD: 2 NORTH TERRACE N #2, FARGO CITY TOWNSHIP: BARNES TOWNSHIP PARCELACREAGE: 0.44 AC.</p>
<p>OIN# 8928 OWNER: ROGER B & RUTH R QUAST ETAL PROPERTY ADD: 6 NORTH TERRACE N #4, FARGO CITY TOWNSHIP: BARNES TOWNSHIP PARCELACREAGE: 0.44 AC.</p>	<p>OIN# 8931 OWNER: PAMELA BURLEY PROPERTY ADD: 2 NORTH TERRACE N #1, FARGO CITY TOWNSHIP: BARNES TOWNSHIP PARCELACREAGE: 0.44 AC.</p>

 Diversion Channel

 OHB Levee

 In Town Levee

LAST UPDATED: 1/5/2016
REF PAGE NUMBER: 8926

Document Path: P:\FM Area Diversion\Projects\Land Acquisition\SWC Reimbursement (Cost Share)\Mapbook\2015-Working\mxd\cm 8926



0 390 780 FEET

Maps are for graphical purposes only. They do not represent a legal survey. While every effort has been made to ensure that these data are accurate and reliable, The Diversion Authority does not guarantee the accuracy of the information, and waives any warranty or guarantee of any kind, express or implied. The data included in the project is continuously refined and revised, you should not rely on this information for technical purposes or accuracy.