

FLOOD DIVERSION AUTHORITY
FINANCE COMMITTEE
AGENDA FOR WEDNESDAY, OCTOBER 7, 2015

Fargo City Commission Chambers
3:00 PM

1. Call to order
2. Approval of the minutes from the previous meeting Item No. 2
3. Approval of bills Item No. 3
4. Financial update (Montplaisir) Item No. 4
 - a. Authorization to drawdown funds Item No. 4a
 - b. Other short term financing options
5. Special Assessment update (Brodshaug)
6. Property Acquisitions (Dodds)
 - a. Oxbow Acquisition and Relocation Details Item No. 6a
**Presentation will be delayed until both the Finance Committee and Land Committee are present*
 - b. Land Acquisition Directive Item No. 6b
 - c. Hardship Property Option Agreement
7. Other business
8. Next meeting discussion Item No. 8
 - a. October 22
 - b. November – Scheduled meeting date is Veteran’s Day, suggest the Tuesday before Veteran’s Day
 - c. December – Meeting date conflicts with ND Water Commission, suggest one week later, December 16th
9. Adjournment

cc: Local Media
Flood Diversion Board of Authority
CH2M
AE2S

**FLOOD DIVERSION FINANCE COMMITTEE
SEPTEMBER 9, 2015—2:30 PM**

1. MEETING TO ORDER

A meeting of the Flood Diversion Finance Committee was held on Wednesday, September 9, 2015, at 2:30 PM in the Fargo City Commission Chambers, Fargo City Hall, with the following present: Cass County Auditor Mike Montplaisir; Cass County Commission Representative Darrell Vanyo; Cass County Administrator Keith Berndt; Fargo City Commissioner Mike Williams; Fargo Finance Director Kent Costin; Cass County Joint Water Resource District Chairman Mark Brodshaug; Moorhead City Council Member Nancy Otto; and Clay County Auditor/Treasurer Lori Johnson. Fargo City Mayor Tim Mahoney and Cass County Commissioner Chad Peterson arrived later in the meeting. Moorhead Finance Director Wanda Wagner was absent.

Also present were Bruce Grubb, Interim Fargo City Administrator; Michael Redlinger, Moorhead City Manager; Bruce Spiller, CH2M; Eric Dodds, AE2S; Tanaya Reitz, AE2S; and Paul Breen, AE2S.

2. APPROVAL OF MINUTES FROM PREVIOUS MEETING

MOTION, passed

Mr. Brodshaug moved and Mr. Vanyo seconded to approve the minutes from the August 13, 2015, meeting as presented. Motion carried.

3. APPROVAL OF BILLS

Mr. Costin said the largest expenses for the month are from the Cass County Joint Water Resource District (CCJWRD) for \$3.5 million and Corps of Engineers cost share request of \$600,00.

MOTION, passed

Mr. Vanyo moved and Mr. Costin seconded to approve the bills in the amount of \$4,424,676.79 and to forward them to the Flood Diversion Board of Authority. Motion carried.

4. FINANCIAL UPDATE

Mr. Costin reviewed the financial statements for August. The total disbursed to date is \$143,048,198 and total disbursed in 2015 is \$60,213,476. He said 35% of appropriated funds from the FY 2015 budget have been expended.

Mr. Costin said about \$25 million is remaining out of the \$50 million U.S. Bank loan. The City of Fargo has some sales tax funds available and Cass County has around \$21 million in sales tax funds.

MOTION, passed

Ms. Otto moved and Mr. Brodshaug seconded to approve the financial statements for August 2015 as presented. Motion carried.

5. SPECIAL ASSESSMENT UPDATE

A property owner filed an appeal for the special assessment on his property, which will delay the assessment hearing and completion of the special assessment district process. Mr. Brodshaug said the appeal has been moved to Grand Forks County Court due to the judges in Cass County recusing themselves from the case. The Grand Forks court system is in the process of preparing the schedule for the appeal.

6. PROPERTY ACQUISITIONS, Five homes approved for acquisition

Mr. Dodds discussed five property acquisitions in Oxbow. Four owners have chosen to participate in the replacement housing program in Oxbow and one owner chose to move to another location.

Mr. Dodds said in the past the acquisition team used a betterment approach to determine the cost of replacement homes. The acquisition team is now using a unit cost approach because a data base is now available from builders to help figure cost ranges on fits and finishes for homes. Mr. Dodds said the cost per square foot is based on replacement home costs—staff review the existing home and its features as a comparison to a replacement home.

Last month, the Finance Committee asked for additional information on a property acquisition because of cost concerns related to a style change from a two-story house to a rambler replacement home. Staff conducted additional analysis and talked with several local builders and determined that costs associated with this type of style change do not always result in increased building costs and should be considered on a case-by-case basis.

Clay Dietrich, President of Dietrich Homes, Inc. was present. He distributed cost comparison information on two-story versus rambler homes. He provided comparisons with finished and unfinished lower levels to show how the cost relates to the amount of unfinished space in a home. All of the homes in Oxbow are custom built and cannot be compared to building costs for standard type houses.

Mr. Dietrich discussed the first example which uses the same amount of square footage above ground for both types but with the rambler, the total square footage of the lower level is greater, but has the same amount of finished space compared to the two-story. The end result is an increased cost for the rambler because overall it is a larger home. The below ground cost to finish the space will be the same with either type of home.

The second example uses identical square footage for both homes with an equal amount of living space. The homes have different above ground square footage costs but the rambler is sized to have the same overall square footage as the two-story house resulting in less space above ground and more space finished in the lower level. The end result shows homes with comparable square footage when totally finished have an end cost that is relatively the same to each other.

Mr. Williams suggested the acquisition process be direct and objective. He said whatever the replacement cost is for a particular type of home should be the amount that is provided to owners. Mr. Berndt suggested the acquisition team provide a more detailed breakdown on the house to home costs. Mr. Peterson wants to ensure homeowners are fairly but not overly compensated.

Ms. Otto asked about the significant disparity in the appraised versus assessed value on homes in Oxbow. Mr. Peterson said a few years ago, the North Dakota State Board of Equalization lowered the value on Oxbow homes by 20%. He said values in the city will need to be increased at a much higher rate to bring them within the appropriate assessed value range.

The committee requested that future property acquisitions include more detailed information on the house to home costs and project required costs that are listed on the compensation summaries. Mr. Mahoney said in order to maintain fairness for all property acquisitions that have been done in the past, he supports approval of all five properties presented today.

MOTION, passed

Mr. Mahoney moved and Mr. Berndt seconded to approve five property acquisitions in Oxbow presented today. On roll call vote, the motion carried with nine members voting in favor; Mr. Williams opposed.

7. LAND ACQUISITION DIRECTIVES

Mr. Dodds presented two Land Acquisition Directives (LAD) for properties that need to be acquired for the project. The LAD's will then be submitted to the CCJWRD after approval by the Finance Committee and Land Management Committee.

Mr. Dodds said LAD-00013 is for easements needed for the in-town levee project to relocate utilities along the 1st Avenue North corridor; and LAD-00014 is an opportunistic acquisition for a medical hardship case for rural properties in the upstream staging area near Oxbow.

MOTION, passed

Mr. Mahoney moved and Mr. Peterson seconded to approve LAD-00013 In-Town Easement Acquisitions and LAD-00014 Opportunistic Acquisition as presented. Motion carried.

8. FINANCE COMMITTEE CHARTER

Mr. Dodds said the Finance Committee was formed four years ago. A draft charter was provided for review at the last meeting and minor revisions were made to the list of committee members.

Ms. Johnson said her title is "Clay County Auditor/Treasurer". Also, there was discussion on the item regarding attendance at meetings. A suggestion was made to change the language to read "If a primary member is not able to attend, he/she shall appoint a stand-in from the same agency to attend and participate in their place."

MOTION, passed

Ms. Otto moved and Mr. Peterson seconded to amend the charter with revisions as discussed above. Motion carried.

MOTION, passed

Mr. Mahoney moved and Ms. Otto seconded to adopt the charter for the Finance Committee as amended. Motion carried.

9. MEETING FREQUENCY

Mr. Dodds discussed the option to meet twice per month in order to move forward on property acquisitions. The recommendation is to meet the Wednesdays before the CCJWRD holds its meetings, which are held the second and fourth Thursday of each month. The second meeting will only be scheduled if there are additional property acquisitions to consider. Meetings will continue to be held at 2:30 PM at Fargo City Hall.

MOTION, passed

Mr. Berndt moved and Mr. Vanyo seconded to approve the proposed meeting schedule for the Finance Committee to meet twice a month. Motion carried.

10. NEXT MEETING

The next meeting will be held on Wednesday, October 7, 2015 at 2:30 PM.

11. ADJOURNMENT

MOTION, passed

On motion by Mr. Mahoney, seconded by Mr. Peterson and all in favor, the meeting was adjourned at 3:56 PM.

Finance Committee Bills for October 2015

Vendor	Description	Amount
Xcel Energy	Utility relocation - 304 4th Street South	\$16,275.85
Fredrikson & Bryon, P.A.	Government Relations Fee - September	\$3,500.00
Consolidated Communications	Utility relocation for in-town levees	\$131,149.35
Consolidated Communications	Utility relocation for in-town levees	\$83,595.68
Terracon	2nd Street North levee work - June	\$11,015.75
Terracon	4th Street South levee work - June	\$11,585.25
Terracon	2nd Street North levee work - July	\$17,846.50
Terracon	4th Street South levee work - July	\$12,886.35
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - General Legal Matters for September	\$6,046.05
Erik R. Johnson & Associates, Ltd.	Metro Flood Project - LEERDS Matters for September	\$2,302.65
Dorsey & Whitney	Legal Services Rendered through 8/31/2015	\$76,494.10
Cass County Joint Water Resource District	Reimburse Diversion bills	\$5,410,620.23
North Dakota State University	Ag Risk Economic Evaluation Study	\$135,367.00
Total Bills Received in September		<u>\$5,918,684.76</u>



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
FLOOD DIVERSION AUTHORITY NDND BOX 2806 211 NINTH ST S FARGO ND 58108-2806	51-0011013388-8	10/08/2015
	STATEMENT NUMBER	STATEMENT DATE
	470962961	09/08/2015
		AMOUNT DUE
		\$16,275.85

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com
 Please Call: 1-800-481-4700
 Hearing Impaired: 1-800-895-4949
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

SUMMARY OF CURRENT CHARGES (detailed charges begin on page 2)

Non-Recurring Charges / Credits	\$16,275.85
Current Charges	\$16,275.85

ACCOUNT BALANCE

Previous Balance	\$0.00
No Payments Received	\$0.00
Balance Forward	\$0.00
Current Charges	\$16,275.85
Amount Due	\$16,275.85

Stealing electricity or natural gas is dangerous, against the law and ultimately costs all of our customers. Protect yourself and others by reporting anyone tapping into a line, bypassing a meter, tampering with equipment or otherwise stealing energy to Xcel Energy's *Revenue Assurance Hotline* at 1-888-823-1511. Information you report will be kept confidential and you'll remain anonymous.

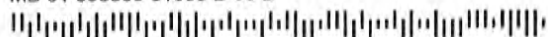
RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
51-0011013388-8	10/08/2015	\$16,275.85	

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MB 01 006689 31358 B 36 D



FLOOD DIVERSION AUTHORITY NDND
 BOX 2806 211 NINTH ST S
 FARGO ND 58108-2806



XCEL ENERGY
 P.O. BOX 9477
 MPLS MN 55484-9477

REMITTANCE PAGE

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

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

Invoice: 1332492
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: September 10, 2015

Total Fees:	\$ 3,500.00
Total This Invoice	\$ 3,500.00

Payment is due within 30 days from receipt of invoice

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

Fredrikson

& BYRON, P.A.

INVOICE DETAIL

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

Invoice: 1332492
Client Account: 072720.0001
Regarding: Government Relations LOB 30321
Invoice Date: September 10, 2015

Government Relations flat fee payment 3 of 12.

Total For Fees	\$ 3,500.00
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Total This Invoice	\$ 3,500.00
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Consolidated[®]
communications
 formerly Enventis

Invoice: 70091-000000109
 Invoice Date: 8/13/2015
 Page: 1 of 1

INVOICE

Please Remit To: Consolidated Communications
 121 South 17th Street
 Mattoon, Illinois 61938-3987

Customer No: CST0001502
 Payment Terms: Day 30
 Due Date: 9/12/2015

FM Area Diversion Authority
 c/o Project WP42D
 Box 2806
 211 9th St. S
 Fargo ND 58108
 US

AMOUNT DUE: 131,149.35 USD

Amount Remitted

For billing questions, please call 1-877-561-7108

Line	Description	Quantity	UOM	Unit Amt	Net Amount
Ship to Address:					
1	ENGINEERING LABOR Engineering Labor = 53 hours / \$4,051.56	1.00	EA	4,051.56	4,051.56
2	SUB-CONTRACT LABOR Sub-Contract Labor	1.00	EA	127,097.79	127,097.79
Subtotal:					131,149.35
AMOUNT DUE:					131,149.35

Project: WP42D



Consolidated
communications
formerly Enventis

Invoice: 70091-0000000112
 Invoice Date: 9/11/2015
 Page: 1 of 1

INVOICE

Please Remit To: Consolidated Communications
 121 South 17th Street
 Mattoon, Illinois 61938-3987

Customer No: CST0001502
 Payment Terms: Day 30
 Due Date: 10/11/2015

FM Area Diversion Authority
 c/o Project WP42D
 Box 2806
 211 9th St. S
 Fargo ND 58108
 US

AMOUNT DUE: 83,595.68 USD

Amount Remitted

For billing questions, please call 1-877-561-7108

Line	Description	Quantity	UOM	Unit Amt	Net Amount
Ship to Address:					
1	ENGINEERING LABOR Engineering Labor = 12 hours / \$1,231.07	1.00	EA	1,231.07	1,231.07
2	SUB-CONTRACT LABOR Sub-Contract Labor	1.00	EA	81,256.87	81,256.87
3	MATERIALS Materials	1.00	EA	1,107.74	1,107.74
				Subtotal:	83,595.68
				AMOUNT DUE:	83,595.68

Project: WP42D

August 2015 Activity Billing



INVOICE

4102 7th Ave. N.
 Fargo, ND 58102-2923
 701-282-9633

Project Mgr: Jeff Mathson

Project: In Town Levees - Work Package 42A.2
 2nd Street North
 Fargo, ND 58102

To: Metro Flood Diversion Authority
 Attn: Keith Berndt
 211 Ninth Street South
 Fargo, ND 58103

REMIT TO:	
Invoice Number: T658976	
Terracon Consultants, Inc.	
PO Box 843358	
Kansas City, MO 64184-3358	
Federal E.I.N.: 42-1249917	

Project Number:	M1141339
Billed to Date:	\$51,396.96
Invoice Date:	6/30/2015
Services Through:	6/20/2015

Date	Report	Description of Services	Quantity	Rate	Total
5/11/15	M1141339.0049	Staff Engineer	2.00	\$140.00	\$280.00
5/13/15	M1141339.0050	Reinforcing Steel Technician, per hour	2.25	\$99.00	\$222.75
5/13/15	M1141339.0050	Trip Charge, each	1.00	\$29.00	\$29.00
5/13/15	M1141339.0053	Relative Density (Minimum-Maximum), each	1.00	\$248.00	\$248.00
5/13/15	M1141339.0053	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
5/13/15	M1141339.0055	Technician - Level II, per hour 5/13	1.00	\$99.00	\$99.00
5/13/15	M1141339.0055	Technician - Level II, per hour 5/15	1.00	\$99.00	\$99.00
5/13/15	M1141339.0055	Technician - Level II, per hour 5/18	1.00	\$99.00	\$99.00
5/13/15	M1141339.0055	Technician - Level II, per hour 5/19	1.00	\$99.00	\$99.00
5/13/15	M1141339.0055	Technician - Level II, per hour 5/25	0.50	\$99.00	\$49.50
5/13/15	M1141339.0055	Technician - Level II, per hour 5/23	0.50	\$99.00	\$49.50
5/13/15	M1141339.0055	15' Thermocouple	4.00	\$66.00	\$264.00
5/13/15	M1141339.0055	Trip Charge, each 5/13	1.00	\$29.00	\$29.00
5/13/15	M1141339.0055	Trip Charge, each 5/15	1.00	\$29.00	\$29.00
5/13/15	M1141339.0055	Trip Charge, each 5/18	1.00	\$29.00	\$29.00
5/13/15	M1141339.0063	Standard Proctor (ASTM D-698), each	1.00	\$160.00	\$160.00
5/13/15	M1141339.0063	Mechanical Analysis thru #200 sieve	1.00	\$125.00	\$125.00
5/14/15	M1141339.0051	Concrete Technician, per hour	4.75	\$99.00	\$470.25
5/14/15	M1141339.0051	Trip Charge, each	1.00	\$29.00	\$29.00
5/14/15	M1141339.0051	Compressive Strength, per cylinder (4" x 8")	12.00	\$20.00	\$240.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T658976
Project No.: M1141339
Project: In Town Levees - Work Package
 42A.2
 2nd Street North
 Fargo ND 58102
Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
5/14/15	M1141339.0052	Technician - Level II, per hour	0.50	\$99.00	\$49.50
5/14/15	M1141339.0052	Trip Charge, each	1.00	\$29.00	\$29.00
5/14/15	M1141339.0052	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
5/14/15	M1141339.0052	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
5/15/15	M1141339.0051A	Concrete Technician, per hour	0.25	\$99.00	\$24.75
5/15/15	M1141339.0051A	Trip Charge, each	1.00	\$29.00	\$29.00
5/18/15	M1141339.0054	Reinforcing Steel Technician, per hour	1.00	\$99.00	\$99.00
5/18/15	M1141339.0056	Technician - Level II, per hour	4.50	\$99.00	\$445.50
5/19/15	M1141339.0057	Concrete Technician, per hour	3.25	\$99.00	\$321.75
5/19/15	M1141339.0057	Trip Charge, each	1.00	\$29.00	\$29.00
5/19/15	M1141339.0057	Compressive Strength, per cylinder (4" x 8")	6.00	\$20.00	\$120.00
5/19/15	M1141339.0058	Technician - Level II, per hour	10.75	\$99.00	\$1,064.25
5/19/15	M1141339.0058	Trip Charge, each	1.00	\$29.00	\$29.00
5/19/15	M1141339.0060	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
5/19/15	M1141339.0064	Technician - Level II, per hour	1.00	\$99.00	\$99.00
5/19/15	M1141339.0064	Technician - Level II, per hour	0.50	\$99.00	\$49.50
		5/25			
5/19/15	M1141339.0064	Technician - Level II, per hour	0.50	\$99.00	\$49.50
		5/23			
5/19/15	M1141339.0064	15' Thermocouple	4.00	\$66.00	\$264.00
5/19/15	M1141339.0064	Trip Charge, each	1.00	\$29.00	\$29.00
5/20/15	M1141339.0059	Technician - Level II, per hour	4.50	\$99.00	\$445.50
5/20/15	M1141339.0059	Trip Charge, each	1.00	\$29.00	\$29.00
5/20/15	M1141339.0066	Technician - Level II, per hour	0.50	\$99.00	\$49.50
5/20/15	M1141339.0066	Trip Charge, each	1.00	\$29.00	\$29.00
5/20/15	M1141339.0066	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
5/20/15	M1141339.0066	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
5/22/15	M1141339.0061	Reinforcing Steel Technician, per hour	1.00	\$99.00	\$99.00
5/22/15	M1141339.0061	Trip Charge, each	1.00	\$29.00	\$29.00
5/22/15	M1141339.0062	Concrete Technician, per hour	3.50	\$99.00	\$346.50
5/22/15	M1141339.0062	Trip Charge, each	1.00	\$29.00	\$29.00
5/22/15	M1141339.0062	Compressive Strength, per cylinder (4" x 8")	12.00	\$20.00	\$240.00
5/23/15	M1141339.0062A	Concrete Technician, per hour	0.25	\$99.00	\$24.75
5/23/15	M1141339.0062A	Trip Charge, each	1.00	\$29.00	\$29.00
5/27/15	M1141339.0065	Mechanical Analysis thru #200 sieve	1.00	\$125.00	\$125.00
5/29/15	M1141339.0067	Concrete Technician, per hour	2.25	\$99.00	\$222.75
5/29/15	M1141339.0067	Trip Charge, each	1.00	\$29.00	\$29.00
5/29/15	M1141339.0067	Compressive Strength, per cylinder (4" x 8")	4.00	\$20.00	\$80.00
5/29/15	M1141339.0068	Technician - Level II, per hour	0.50	\$99.00	\$49.50
5/29/15	M1141339.0068	Trip Charge, each	0.50	\$29.00	\$14.50
5/29/15	M1141339.0068	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
5/29/15	M1141339.0068	Concrete Fine Aggregate - Mechanical Analysis Only	0.50	\$96.00	\$48.00
5/30/15	M1141339.0067A	Concrete Technician, per hour	0.25	\$99.00	\$24.75
5/30/15	M1141339.0067A	Trip Charge, each	1.00	\$29.00	\$29.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T658976
Project No.: M1141339
Project: In Town Levees - Work Package
 42A.2
 2nd Street North
 Fargo ND 58102
Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
6/3/15	M1141339.0069	Concrete Technician, per hour	1.00	\$99.00	\$99.00
6/3/15	M1141339.0069	Trip Charge, each	1.00	\$29.00	\$29.00
6/3/15	M1141339.0069	Compressive Strength, per cylinder (4" x 8")	4.00	\$20.00	\$80.00
6/4/15	M1141339.0069A	Concrete Technician, per hour	0.25	\$99.00	\$24.75
6/4/15	M1141339.0069A	Trip Charge, each	1.00	\$29.00	\$29.00
6/5/15	M1141339.0070	Concrete Technician, per hour	2.50	\$99.00	\$247.50
6/5/15	M1141339.0070	Trip Charge, each	1.00	\$29.00	\$29.00
6/5/15	M1141339.0070	Compressive Strength, per cylinder (4" x 8")	4.00	\$20.00	\$80.00
6/5/15	M1141339.0071	Technician - Level II, per hour	0.25	\$99.00	\$24.75
6/5/15	M1141339.0071	Trip Charge, each	0.50	\$29.00	\$14.50
6/5/15	M1141339.0071	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
6/5/15	M1141339.0071	Concrete Fine Aggregate - Mechanical Analysis Only	0.50	\$96.00	\$48.00
6/6/15	M1141339.0070A	Concrete Technician, per hour	0.25	\$99.00	\$24.75
6/6/15	M1141339.0070A	Trip Charge, each	1.00	\$29.00	\$29.00
6/12/15	M1141339.0072	Trip Charge, each	1.00	\$29.00	\$29.00
6/12/15	M1141339.0072	Field Density Test by Nuclear Method, each	4.00	\$43.00	\$172.00
6/12/15	M1141339.0075	Technician - Level II, per hour	0.25	\$99.00	\$24.75
6/12/15	M1141339.0075	Trip Charge, each	1.00	\$29.00	\$29.00
6/12/15	M1141339.0075	Standard Proctor (ASTM D-698), each	1.00	\$160.00	\$160.00
6/12/15	M1141339.0076	Concrete Technician, per hour	2.50	\$99.00	\$247.50
6/12/15	M1141339.0076	Trip Charge, each	1.00	\$29.00	\$29.00
6/12/15	M1141339.0076	Compressive Strength, per cylinder (4" x 8")	4.00	\$20.00	\$80.00
6/15/15	M1141339.0077	Trip Charge, each	5.00	\$29.00	\$145.00
6/15/15	M1141339.0077	Field Density Test by Nuclear Method, each	10.00	\$43.00	\$430.00
6/16/15	M1141339.0078	Trip Charge, each	2.00	\$29.00	\$58.00
6/16/15	M1141339.0078	Field Density Test by Nuclear Method, each	4.00	\$43.00	\$172.00
6/17/15	M1141339.0079	Trip Charge, each	1.00	\$29.00	\$29.00
6/17/15	M1141339.0079	Field Density Test by Nuclear Method, each	3.00	\$43.00	\$129.00
6/17/15	M1141339.0081	Concrete Technician, per hour	1.00	\$99.00	\$99.00
6/17/15	M1141339.0081	Trip Charge, each	1.00	\$29.00	\$29.00
6/17/15	M1141339.0081	Compressive Strength, per cylinder (4" x 8")	4.00	\$20.00	\$80.00
6/19/15	M1141339.0081A	Concrete Technician, per hour	0.25	\$99.00	\$24.75
6/19/15	M1141339.0081A	Trip Charge, each	1.00	\$29.00	\$29.00

Invoice Total \$11,015.75

TERMS: DUE UPON PRESENTATION OF INVOICE

FM Area Diversion Project
Payment Application Certification
(Partial Payment)

Payment Certification Date: 9/16/2015
Pay Application No. 9

Contractor:
Terracon
4102 7th Ave. N.
Fargo, ND 58102

Invoice Date: 6/30/2015
Invoice Number: T658976
Billing Period Start: 5/10/2015
Billing Period End: 6/20/2015
Invoice Amount: \$ 11,015.75

Diversion Project No.: M1141339
Work Package: TO-01
42A.2 - 2nd Street North Pump Station
General Ledger Code: V02802
Purchase Order No.: 173390

Original Contract Amount:	\$	50,000.00
Contract Amendments/AWD:	\$	430,000.00
Total Contract Amount:	\$	480,000.00
Prior Billed Amount:	\$	74,545.81
Amount Due this Request:	\$	11,015.75
Total Invoice Work To-Date:	\$	85,561.56
Amount Remaining:	\$	394,438.44

In accordance with the Contract, the ENGINEER is entitled to payment in the amount shown on the attached invoice.



CH2M HILL ENGINEERS, INC.

9/16/2015

DATE

DIVERSION AUTHORITY - TECHNICAL ADVISORY COMMITTEE

DATE

DIVERSION AUTHORITY - FINANCE COMMITTEE

DATE



INVOICE

4102 7th Ave. N.
Fargo, ND 58102-2923
701-282-9633

Project Mgr: Jeff Mathson

Project: In Town Levees - Work Package 42A.1/42A.3
4th Street South
Fargo, ND 58103

To: Metro Flood Diversion Authority
Attn: Keith Berndt
211 Ninth Street South
Fargo, ND 58103

REMIT TO:
Invoice Number: T658978
Terracon Consultants, Inc.
PO Box 843358
Kansas City, MO 64184-3358
Federal E.I.N.: 42-1249917

Project Number:	M1141339A
Billed to Date:	\$45,749.85
Invoice Date:	6/30/2015
Services Through:	6/20/2015

Date	Report	Description of Services	Quantity	Rate	Total
5/12/15	M1141339A.0036	Technician - Level II, per hour	2.00	\$99.00	\$198.00
5/12/15	M1141339A.0036	Trip Charge, each	2.00	\$29.00	\$58.00
5/12/15	M1141339A.0040	Technician - Level II, per hour	1.00	\$99.00	\$99.00
5/12/15	M1141339A.0040	Trip Charge, each	1.00	\$29.00	\$29.00
5/12/15	M1141339A.0041	Technician - Level II, per hour	2.25	\$99.00	\$222.75
5/12/15	M1141339A.0041	Technician - Level II, per hour	2.25	\$99.00	\$222.75
5/12/15	M1141339A.0041	Trip Charge, each	2.00	\$29.00	\$58.00
5/12/15	M1141339A.0041	Compressive Strength, per cylinder (4" x 8")	8.00	\$21.00	\$168.00
5/13/15	M1141339A.0041A	Technician - Level II, per hour	0.25	\$99.00	\$24.75
5/13/15	M1141339A.0041A	Trip Charge, each	1.00	\$29.00	\$29.00
5/20/15	M1141339A.0043	Technician - Level II, per hour	6.00	\$99.00	\$594.00
5/20/15	M1141339A.0043	Trip Charge, each	1.00	\$29.00	\$29.00
5/20/15	M1141339A.0043	Compressive Strength, per cylinder (4" x 8")	18.00	\$21.00	\$378.00
5/20/15	M1141339A.0044	Technician - Level II, per hour	0.50	\$99.00	\$49.50
5/20/15	M1141339A.0044	Trip Charge, each	1.00	\$29.00	\$29.00
5/20/15	M1141339A.0044	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
5/20/15	M1141339A.0044	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
5/21/15	M1141339A.0045	Technician - Level II, per hour	1.00	\$99.00	\$99.00
5/21/15	M1141339A.0045	Trip Charge, each	1.00	\$29.00	\$29.00
5/22/15	M1141339A.0046	Technician - Level II, per hour	5.50	\$99.00	\$544.50
5/22/15	M1141339A.0046	Trip Charge, each	1.00	\$29.00	\$29.00
5/22/15	M1141339A.0046	Compressive Strength, per cylinder (4" x 8")	18.00	\$21.00	\$378.00
5/22/15	M1141339A.0047	Trip Charge, each	2.00	\$29.00	\$58.00
5/22/15	M1141339A.0047	two trips			
5/22/15	M1141339A.0047	Trip Charge - cancelled, each	1.00	\$29.00	\$29.00
		arrived at job site for 3 set of test - decided they didnt want tests			
5/22/15	M1141339A.0047	Field Density Test by Nuclear Method, each	5.00	\$43.00	\$215.00
5/22/15	M1141339A.0048	Technician - Level II, per hour	1.00	\$99.00	\$99.00
5/22/15	M1141339A.0048	Technician - Level II, per hour	1.00	\$99.00	\$99.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T658978
 Project No.: M1141339A
 Project: In Town Levees - Work Package
 42A.1/42A.3
 4th Street South
 Fargo ND 58103
 Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
		5/23			
5/22/15	M1141339A.0048	Technician - Level II, per hour	0.50	\$99.00	\$49.50
		5/25			
5/22/15	M1141339A.0048	15' Thermocouple	4.00	\$66.00	\$264.00
5/22/15	M1141339A.0048	Trip Charge, each	2.00	\$29.00	\$58.00
5/22/15	M1141339A.0049	Technician - Level II, per hour	1.00	\$99.00	\$99.00
5/22/15	M1141339A.0049	Technician - Level II, per hour	1.00	\$99.00	\$99.00
5/22/15	M1141339A.0049	Technician - Level II, per hour	0.50	\$99.00	\$49.50
		5/25			
5/22/15	M1141339A.0049	15' Thermocouple	4.00	\$66.00	\$264.00
5/22/15	M1141339A.0049	Trip Charge, each	1.00	\$29.00	\$29.00
		5/25			
5/22/15	M1141339A.0049	Trip Charge, each	1.00	\$29.00	\$29.00
5/22/15	M1141339A.0051	Technician - Level II, per hour	0.50	\$99.00	\$49.50
5/22/15	M1141339A.0051	Trip Charge, each	1.00	\$29.00	\$29.00
5/22/15	M1141339A.0051	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
5/22/15	M1141339A.0051	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
5/23/15	M1141339A.0046A	Technician - Level II, per hour	0.75	\$99.00	\$74.25
5/23/15	M1141339A.0046A	Trip Charge, each	1.00	\$29.00	\$29.00
5/27/15	M1141339A.0050	Trip Charge, each	2.00	\$29.00	\$58.00
5/27/15	M1141339A.0050	Field Density Test by Nuclear Method, each	7.00	\$43.00	\$301.00
5/29/15	M1141339A.0052	Technician - Level II, per hour	1.00	\$99.00	\$99.00
		5/27			
5/29/15	M1141339A.0052	Trip Charge, each	1.00	\$29.00	\$29.00
		5/27			
5/29/15	M1141339A.0053	Technician - Level II, per hour	2.50	\$99.00	\$247.50
5/29/15	M1141339A.0053	Trip Charge, each	1.00	\$29.00	\$29.00
5/29/15	M1141339A.0053	Compressive Strength, per cylinder (4" x 8")	6.00	\$21.00	\$126.00
5/29/15	M1141339A.0054	Technician - Level II, per hour	0.25	\$99.00	\$24.75
5/29/15	M1141339A.0054	Trip Charge, each	0.50	\$29.00	\$14.50
5/29/15	M1141339A.0054	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
		split with 2nd Street			
5/29/15	M1141339A.0054	Concrete Fine Aggregate - Mechanical Analysis Only	0.50	\$96.00	\$48.00
		split with 2nd street			
5/30/15	M1141339A.0053A	Technician - Level II, per hour	0.25	\$99.00	\$24.75
5/30/15	M1141339A.0053A	Trip Charge, each	1.00	\$29.00	\$29.00
6/3/15	M1141339A.0034A	Technician - Level II, per hour	0.25	\$99.00	\$24.75
6/3/15	M1141339A.0034A	Trip Charge, each	1.00	\$29.00	\$29.00
6/3/15	M1141339A.0034A	Mechanical Analysis thru #200 sieve	1.00	\$125.00	\$125.00
6/4/15	M1141339A.0055	Technician - Level II, per hour	1.00	\$99.00	\$99.00
6/4/15	M1141339A.0055	Trip Charge, each	1.00	\$29.00	\$29.00
6/4/15	M1141339A.0056	Technician - Level II, per hour	1.75	\$99.00	\$173.25

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T658978
Project No.: M1141339A
Project: In Town Levees - Work Package
 42A.1/42A.3
 4th Street South
 Fargo ND 58103
Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
6/4/15	M1141339A.0056	Trip Charge, each	1.00	\$29.00	\$29.00
6/4/15	M1141339A.0056	Compressive Strength, per cylinder (4" x 8")	4.00	\$21.00	\$84.00
6/5/15	M1141339A.0057	Technician - Level II, per hour	3.00	\$99.00	\$297.00
6/5/15	M1141339A.0057	Trip Charge, each	1.00	\$29.00	\$29.00
6/5/15	M1141339A.0057	Compressive Strength, per cylinder (4" x 8")	6.00	\$21.00	\$126.00
6/5/15	M1141339A.0058	Trip Charge, each	1.00	\$29.00	\$29.00
6/5/15	M1141339A.0058	Compressive Strength, per cylinder (4" x 8")	8.00	\$21.00	\$168.00
6/5/15	M1141339A.0059	Technician - Level II, per hour	0.25	\$99.00	\$24.75
6/5/15	M1141339A.0059	Trip Charge, each	0.50	\$29.00	\$14.50
6/5/15	M1141339A.0059	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
6/5/15	M1141339A.0059	Concrete Fine Aggregate - Mechanical Analysis Only	0.50	\$96.00	\$48.00
6/6/15	M1141339A.0058A	Technician - Level II, per hour	0.25	\$99.00	\$24.75
6/6/15	M1141339A.0058A	Trip Charge, each	1.00	\$29.00	\$29.00
6/10/15	M1141339A.0060	Technician - Level II, per hour	2.00	\$99.00	\$198.00
6/10/15	M1141339A.0060	Trip Charge, each	1.00	\$29.00	\$29.00
6/10/15	M1141339A.0061	Technician - Level II, per hour	4.50	\$99.00	\$445.50
6/10/15	M1141339A.0061	Trip Charge, each	1.00	\$29.00	\$29.00
6/10/15	M1141339A.0061	Compressive Strength, per cylinder (4" x 8")	10.00	\$21.00	\$210.00
6/10/15	M1141339A.0062	Technician - Level II, per hour	0.75	\$99.00	\$74.25
6/10/15	M1141339A.0062	Trip Charge, each	1.00	\$29.00	\$29.00
6/10/15	M1141339A.0062	Field Density Test by Nuclear Method, each	5.00	\$43.00	\$215.00
6/10/15	M1141339A.0065	Technician - Level II, per hour	0.25	\$99.00	\$24.75
6/10/15	M1141339A.0065	Trip Charge, each	1.00	\$29.00	\$29.00
6/10/15	M1141339A.0065	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
6/10/15	M1141339A.0065	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
6/11/15	M1141339A.0063	Technician - Level II, per hour	1.00	\$99.00	\$99.00
6/11/15	M1141339A.0063	Trip Charge, each	1.00	\$29.00	\$29.00
6/11/15	M1141339A.0064	Technician - Level II, per hour	1.25	\$99.00	\$123.75
6/11/15	M1141339A.0064	Trip Charge, each	1.00	\$29.00	\$29.00
6/11/15	M1141339A.0064	Compressive Strength, per cylinder (4" x 8")	4.00	\$21.00	\$84.00
6/11/15	M1141339A.0067	Technician - Level II, per hour	0.25	\$99.00	\$24.75
6/11/15	M1141339A.0067	Trip Charge, each	1.00	\$29.00	\$29.00
6/11/15	M1141339A.0067	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
6/11/15	M1141339A.0067	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
6/12/15	M1141339A.0066	Soils Technician, per hour	0.25	\$104.00	\$26.00
6/12/15	M1141339A.0066	Trip Charge, each	1.00	\$29.00	\$29.00
6/12/15	M1141339A.0066	Standard Proctor (ASTM D-698), each	1.00	\$160.00	\$160.00
6/16/15	M1141339A.0068	Trip Charge, each	1.00	\$29.00	\$29.00
6/16/15	M1141339A.0068	Field Density Test by Nuclear Method, each	6.00	\$43.00	\$258.00
6/17/15	M1141339A.0069	Technician - Level II, per hour	2.00	\$99.00	\$198.00
6/17/15	M1141339A.0069	Trip Charge, each	1.00	\$29.00	\$29.00
6/18/15	M1141339A.0070	Technician - Level II, per hour	5.00	\$99.00	\$495.00
6/18/15	M1141339A.0070	Trip Charge, each	1.00	\$29.00	\$29.00
6/18/15	M1141339A.0070	Compressive Strength, per cylinder (4" x 8")	8.00	\$21.00	\$168.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T658978
Project No.: M1141339A
Project: In Town Levees - Work Package
42A.1/42A.3
4th Street South
Fargo ND 58103
Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
6/19/15	M1141339A.0070A	Technician - Level II, per hour	0.25	\$99.00	\$24.75
6/19/15	M1141339A.0070A	Trip Charge, each	1.00	\$29.00	\$29.00
Invoice Total					\$11,585.25

FM Area Diversion Project
Payment Application Certification
(Partial Payment)

Payment Certification Date: 9/16/2015
Pay Application No. 10

Contractor:
Terracon
4102 7th Ave. N.
Fargo, ND 58102

Invoice Date: 6/30/2015
Invoice Number: T658978
Billing Period Start: 5/10/2015
Billing Period End: 6/20/2015
Invoice Amount: \$ 11,585.25

Diversion Project No.: M1141339A
Work Package: TO-01
42A.1/A.3 - 4th Street Pump Station
General Ledger Code: V02802
Purchase Order No.: 173390

Original Contract Amount:	\$	50,000.00
Contract Amendments/AWD:	\$	430,000.00
Total Contract Amount:	\$	480,000.00
Prior Billed Amount:	\$	85,561.56
Amount Due this Request:	\$	11,585.25
Total Invoice Work To-Date:	\$	97,146.81
Amount Remaining:	\$	382,853.19

In accordance with the Contract, the ENGINEER is entitled to payment in the amount shown on the attached invoice.



CH2M HILL ENGINEERS, INC.

9/16/2015

DATE

DIVERSION AUTHORITY - TECHNICAL ADVISORY COMMITTEE

DATE

DIVERSION AUTHORITY - FINANCE COMMITTEE

DATE



INVOICE

4102 7th Ave. N.
Fargo, ND 58102-2923
701-282-9633

Project Mgr: Jeff Mathson

Project: In Town Levees - Work Package 42A.2
2nd Street North
Fargo, ND 58102

To: Metro Flood Diversion Authority
Attn: Keith Berndt
211 Ninth Street South
Fargo, ND 58103

REMIT TO:
Invoice Number: T669918
Terracon Consultants, Inc.
PO Box 843358
Kansas City, MO 64184-3358
Federal E.I.N.: 42-1249917

Project Number:	M1141339
Billed to Date:	\$69,243.46
Invoice Date:	7/29/2015
Services Through:	7/18/2015

Date	Report	Description of Services	Quantity	Rate	Total
4/24/15	M1141339.0033	Staff Engineer	1.00	\$140.00	\$140.00
6/23/15	M1141339.0082	Reinforcing Steel Technician,per hour	0.50	\$99.00	\$49.50
6/23/15	M1141339.0083	Concrete Technician, per hour	2.25	\$99.00	\$222.75
		Concrete cancelled because of high temperatures			
6/23/15	M1141339.0083	Trip Charge, each	1.00	\$29.00	\$29.00
6/24/15	M1141339.0084	Concrete Technician, per hour	4.50	\$99.00	\$445.50
6/24/15	M1141339.0084	Trip Charge, each	1.00	\$29.00	\$29.00
6/24/15	M1141339.0084	Compressive Strength, per cylinder (4" x 8")	12.00	\$20.00	\$240.00
6/24/15	M1141339.0087	Technician - Level II, per hour	0.50	\$99.00	\$49.50
6/24/15	M1141339.0087	Trip Charge, each	1.00	\$29.00	\$29.00
6/24/15	M1141339.0087	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
6/24/15	M1141339.0087	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
6/24/15	M1141339.0100	Concrete Technician, per hour	2.00	\$99.00	\$198.00
6/24/15	M1141339.0100	15' Thermocouple	4.00	\$66.00	\$264.00
6/25/15	M1141339.0084A	Concrete Technician, per hour	0.25	\$99.00	\$24.75
6/25/15	M1141339.0084A	Trip Charge, each	1.00	\$29.00	\$29.00
6/25/15	M1141339.0085	Reinforcing Steel Technician,per hour	1.50	\$99.00	\$148.50
6/25/15	M1141339.0085	Trip Charge, each	1.00	\$29.00	\$29.00
6/26/15	M1141339.0086	Concrete Technician, per hour	3.00	\$99.00	\$297.00
6/26/15	M1141339.0086	Trip Charge, each	1.00	\$29.00	\$29.00
6/26/15	M1141339.0086	Compressive Strength, per cylinder (4" x 8")	6.00	\$20.00	\$120.00
6/26/15	M1141339.0086A	Technician - Level II, per hour	0.50	\$99.00	\$49.50
6/26/15	M1141339.0086A	Trip Charge, each	1.00	\$29.00	\$29.00
6/26/15	M1141339.0086A	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
6/26/15	M1141339.0086A	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
6/26/15	M1141339.0101	Concrete Technician, per hour	2.00	\$99.00	\$198.00
6/26/15	M1141339.0101	15' Thermocouple	4.00	\$66.00	\$264.00
6/30/15	M1141339.0089	Reinforcing Steel Technician,per hour	2.00	\$99.00	\$198.00
6/30/15	M1141339.0089	Trip Charge, each	1.00	\$29.00	\$29.00
7/1/15	M1141339.0090	Concrete Technician, per hour	7.50	\$99.00	\$742.50

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T669918
Project No.: M1141339
Project: In Town Levees - Work Package
 42A.2
 2nd Street North
 Farm N7 5R107
Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
7/1/15	M1141339.0090	Trip Charge, each	1.00	\$29.00	\$29.00
7/1/15	M1141339.0090	Compressive Strength, per cylinder (4" x 8")	18.00	\$20.00	\$360.00
7/1/15	M1141339.0091	Technician - Level II, per hour	0.50	\$99.00	\$49.50
7/1/15	M1141339.0091	Trip Charge, each	1.00	\$29.00	\$29.00
7/1/15	M1141339.0091	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
7/1/15	M1141339.0091	Concrete Fine Aggregate - Mechanical Analysis Only prorated with 4th Street	0.50	\$96.00	\$48.00
7/1/15	M1141339.0102	Concrete Technician, per hour	2.00	\$99.00	\$198.00
7/1/15	M1141339.0102	15' Thermocouple	4.00	\$66.00	\$264.00
7/1/15	M1141339.0103	Concrete Technician, per hour	2.00	\$99.00	\$198.00
7/1/15	M1141339.0103	15' Thermocouple	4.00	\$66.00	\$264.00
7/2/15	M1141339.0090A	Concrete Technician, per hour	0.25	\$99.00	\$24.75
7/2/15	M1141339.0090A	Trip Charge, each	0.50	\$29.00	\$14.50
7/7/15	M1141339.0092	Reinforcing Steel Technician, per hour	2.00	\$99.00	\$198.00
7/7/15	M1141339.0092	Trip Charge, each	1.00	\$29.00	\$29.00
7/8/15	M1141339.0093	Concrete Technician, per hour	3.50	\$99.00	\$346.50
7/8/15	M1141339.0093	Trip Charge, each	1.00	\$29.00	\$29.00
7/8/15	M1141339.0093	Compressive Strength, per cylinder (4" x 8")	6.00	\$20.00	\$120.00
7/8/15	M1141339.0095	Technician - Level II, per hour	0.50	\$99.00	\$49.50
7/8/15	M1141339.0095	Trip Charge, each	1.00	\$29.00	\$29.00
7/8/15	M1141339.0095	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
7/8/15	M1141339.0095	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
7/8/15	M1141339.0104	Concrete Technician, per hour	2.00	\$99.00	\$198.00
7/8/15	M1141339.0104	15' Thermocouple	4.00	\$66.00	\$264.00
7/8/15	M1141339.0104	Trip Charge, each	1.00	\$29.00	\$29.00
7/9/15	M1141339.0094	Concrete Technician, per hour	4.00	\$99.00	\$396.00
7/9/15	M1141339.0094	Trip Charge, each	1.00	\$29.00	\$29.00
7/9/15	M1141339.0094	Compressive Strength, per cylinder (4" x 8")	12.00	\$20.00	\$240.00
7/9/15	M1141339.0096	Reinforcing Steel Technician, per hour	1.50	\$99.00	\$148.50
7/9/15	M1141339.0099	Technician - Level II, per hour	0.50	\$99.00	\$49.50
7/9/15	M1141339.0099	Trip Charge, each	1.00	\$29.00	\$29.00
7/9/15	M1141339.0099	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
7/9/15	M1141339.0099	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
7/9/15	M1141339.0110	Concrete Technician, per hour	2.00	\$99.00	\$198.00
7/9/15	M1141339.0110	15' Thermocouple	4.00	\$66.00	\$264.00
7/9/15	M1141339.0110	Trip Charge, each	1.00	\$29.00	\$29.00
7/10/15	M1141339.0098	Reinforcing Steel Technician, per hour	1.50	\$99.00	\$148.50
7/10/15	M1141339.0098	Trip Charge, each	1.00	\$29.00	\$29.00
7/13/15	M1141339.0097	Concrete Technician, per hour	3.25	\$99.00	\$321.75
7/13/15	M1141339.0097	Trip Charge, each	1.00	\$29.00	\$29.00
7/13/15	M1141339.0097	Compressive Strength, per cylinder (4" x 8")	6.00	\$20.00	\$120.00
7/13/15	M1141339.0106	Technician - Level II, per hour	0.50	\$99.00	\$49.50
7/13/15	M1141339.0106	Trip Charge, each	1.00	\$29.00	\$29.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T669918
Project No.: M1141339
Project: In Town Levees - Work Package
 42A.2
 2nd Street North
 Fargo ND 58102
Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
7/13/15	M1141339.0106	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
7/13/15	M1141339.0106	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
7/13/15	M1141339.0111	Concrete Technician, per hour	2.00	\$99.00	\$198.00
7/13/15	M1141339.0111	15' Thermocouple	4.00	\$66.00	\$264.00
7/13/15	M1141339.0111	Trip Charge, each	1.00	\$29.00	\$29.00
7/14/15	M1141339.0105	Concrete Technician, per hour	2.50	\$99.00	\$247.50
7/14/15	M1141339.0105	Trip Charge, each	1.00	\$29.00	\$29.00
7/14/15	M1141339.0105	Compressive Strength, per cylinder (4" x 8")	6.00	\$20.00	\$120.00
7/14/15	M1141339.0107	Technician - Level II, per hour	0.50	\$99.00	\$49.50
7/14/15	M1141339.0107	Trip Charge, each	1.00	\$29.00	\$29.00
7/14/15	M1141339.0107	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
7/14/15	M1141339.0107	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
7/14/15	M1141339.0112	Concrete Technician, per hour	2.00	\$99.00	\$198.00
7/14/15	M1141339.0112	15' Thermocouple	4.00	\$66.00	\$264.00
7/14/15	M1141339.0112	Trip Charge, each	1.00	\$29.00	\$29.00
7/16/15	M1141339.0108	Reinforcing Steel Technician, per hour	2.00	\$99.00	\$198.00
7/16/15	M1141339.0108	Trip Charge, each	1.00	\$29.00	\$29.00
7/17/15	M1141339.0109	Concrete Technician, per hour	5.25	\$99.00	\$519.75
7/17/15	M1141339.0109	Trip Charge, each	1.00	\$29.00	\$29.00
7/17/15	M1141339.0109	Compressive Strength, per cylinder (4" x 8")	24.00	\$20.00	\$480.00
7/17/15	M1141339.0113	Technician - Level II, per hour	1.00	\$99.00	\$99.00
7/27/15					
7/17/15	M1141339.0113	Concrete Technician, per hour	2.00	\$99.00	\$198.00
7/17/15	M1141339.0113	Concrete Technician, per hour	1.00	\$99.00	\$99.00
7/21/15					
7/17/15	M1141339.0113	15' Thermocouple	4.00	\$66.00	\$264.00
7/17/15	M1141339.0113	Trip Charge, each	1.00	\$29.00	\$29.00
7/17/15	M1141339.0113	Trip Charge, each	1.00	\$29.00	\$29.00
7/27/15					
7/17/15	M1141339.0114	Concrete Technician, per hour	2.00	\$99.00	\$198.00
7/17/15	M1141339.0114	Concrete Technician, per hour	1.00	\$99.00	\$99.00
7/21/15					
7/17/15	M1141339.0114	15' Thermocouple	4.00	\$66.00	\$264.00
7/17/15	M1141339.0114	Trip Charge, each	1.00	\$29.00	\$29.00
7/17/15	M1141339.0115	Technician - Level II, per hour	0.50	\$99.00	\$49.50
7/17/15	M1141339.0115	Trip Charge, each	1.00	\$29.00	\$29.00
7/17/15	M1141339.0115	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
7/17/15	M1141339.0115	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
7/17/15	M1141339.0120	Technician - Level II, per hour	0.50	\$99.00	\$49.50
7/17/15	M1141339.0120	Trip Charge, each	1.00	\$29.00	\$29.00
7/17/15	M1141339.0120	Sieve Analysis (Dry) C136, each	2.00	\$90.00	\$180.00
7/17/15	M1141339.0120	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T669918
Project No.: M1141339
Project: In Town Levees - Work Package
42A.2
2nd Street North
Fargo ND 58102
Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
7/18/15	M1141339.0109A	Concrete Technician, per hour	0.25	\$99.00	\$24.75
7/18/15	M1141339.0109A	Trip Charge, each	1.00	\$29.00	\$29.00
7/18/15	Water Strip Testing	Water Strip Testing	1.00	\$2,553.00	\$2,553.00
Invoice Total					\$17,846.50

FM Area Diversion Project
Payment Application Certification
(Partial Payment)

Payment Certification Date: 9/16/2015
Pay Application No. 11

Contractor:
Terracon
4102 7th Ave. N.
Fargo, ND 58102

Invoice Date: 7/29/2015
Invoice Number: T669918
Billing Period Start: 6/21/2015
Billing Period End: 7/18/2015
Invoice Amount: \$ 17,846.50

Diversion Project No.: M1141339
Work Package: TO-01
42A.2 - 2nd Street North Pump Station
General Ledger Code: V02802
Purchase Order No.: 173390

Original Contract Amount:	\$	50,000.00
Contract Amendments/AWD:	\$	430,000.00
Total Contract Amount:	\$	480,000.00
Prior Billed Amount:	\$	97,146.81
Amount Due this Request:	\$	17,846.50
Total Invoice Work To-Date:	\$	114,993.31
Amount Remaining:	\$	365,006.69

In accordance with the Contract, the ENGINEER is entitled to payment in the amount shown on the attached invoice.



CH2M HILL ENGINEERS, INC.

9/16/2015

DATE

DIVERSION AUTHORITY - TECHNICAL ADVISORY COMMITTEE

DATE

DIVERSION AUTHORITY - FINANCE COMMITTEE

DATE



INVOICE

4102 7th Ave. N.
Fargo, ND 58102-2923
701-282-9633

Project Mgr: Jeff Mathson

Project: In Town Levees - Work Package 42A.1/42A.3
4th Street South
Fargo, ND 58103

To: Metro Flood Diversion Authority
Attn: Keith Berndt
211 Ninth Street South
Fargo, ND 58103

REMIT TO:
Invoice Number: T669919
Terracon Consultants, Inc.
PO Box 843358
Kansas City, MO 64184-3358
Federal E.I.N.: 42-1249917

Project Number:	M1141339A
Billed to Date:	\$58,636.20
Invoice Date:	7/29/2015
Services Through:	7/18/2015

Date	Report	Description of Services	Quantity	Rate	Total
4/24/15	M1141339A.0029	Staff Engineer	1.00	\$140.00	\$140.00
5/29/15	M1141339A.0103	Technician - Level II, per hour	2.00	\$99.00	\$198.00
5/29/15	M1141339A.0103	15' Thermocouple	4.00	\$66.00	\$264.00
5/29/15	M1141339A.0103	Trip Charge, each	1.00	\$29.00	\$29.00
6/23/15	M1141339A.0076	Preparation of Fat Clay Soils for Proctors	1.00	\$60.00	\$60.00
6/23/15	M1141339A.0076	Standard Proctor (ASTM D-698), each	1.00	\$160.00	\$160.00
6/24/15	M1141339A.0071	Technician - Level II, per hour	2.00	\$99.00	\$198.00
6/24/15	M1141339A.0071	Trip Charge, each	2.00	\$29.00	\$58.00
6/24/15	M1141339A.0073	Trip Charge, each	1.00	\$29.00	\$29.00
6/24/15	M1141339A.0073	Field Density Test by Nuclear Method, each	2.00	\$43.00	\$86.00
6/25/15	M1141339A.0074	Trip Charge, each	1.00	\$29.00	\$29.00
6/25/15	M1141339A.0074	Field Density Test by Nuclear Method, each	3.00	\$43.00	\$129.00
6/25/15	M1141339A.0077	Preparation of Fat Clay Soils for Proctors	1.00	\$60.00	\$60.00
6/25/15	M1141339A.0077	Standard Proctor (ASTM D-698), each	1.00	\$160.00	\$160.00
6/25/15	M1141339A.0078	Atterberg Limit, per test	1.00	\$100.00	\$100.00
6/25/15	M1141339A.0078	Preparation of Fat Clay Soils for Proctors	1.00	\$60.00	\$60.00
6/25/15	M1141339A.0078	Standard Proctor (ASTM D-698), each	1.00	\$160.00	\$160.00
6/25/15	M1141339A.0078	Percent - #200 sieve, each	1.00	\$65.00	\$65.00
6/26/15	M1141339A.0072	Technician - Level II, per hour	3.25	\$99.00	\$321.75
6/26/15	M1141339A.0072	Trip Charge, each	1.00	\$29.00	\$29.00
6/26/15	M1141339A.0072	Compressive Strength, per cylinder (4" x 8")	5.00	\$21.00	\$105.00
6/26/15	M1141339A.0079	Trip Charge, each	1.00	\$29.00	\$29.00
6/26/15	M1141339A.0079	Field Density Test by Nuclear Method, each	3.00	\$43.00	\$129.00
6/26/15	M1141339A.0080	Standard Proctor (ASTM D-698), each	1.00	\$160.00	\$160.00
6/26/15	M1141339A.0081	Trip Charge, each	1.00	\$29.00	\$29.00
6/26/15	M1141339A.0081	Field Density Test by Nuclear Method, each	2.00	\$43.00	\$86.00
6/29/15	M1141339A.0084	Project Engineer/Scientist/Geologist, per hour	0.50	\$165.00	\$82.50
6/29/15	M1141339A.0084	Staff Engineer	2.50	\$140.00	\$350.00
6/29/15	M1141339A.0084	Mileage	8.00	\$0.850	\$6.80
6/30/15	M1141339A.0082	Trip Charge, each	1.00	\$29.00	\$29.00
6/30/15	M1141339A.0082	Field Density Test by Nuclear Method, each	5.00	\$43.00	\$215.00
6/30/15	M1141339A.0083	Technician - Level II, per hour	1.25	\$99.00	\$123.75

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T669919
Project No.: M1141339A
Project: In Town Levees - Work Package
 42A.1/42A.3
 4th Street South
 Fargo ND 58103
Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
6/30/15	M1141339A.0083	Trip Charge, each	1.00	\$29.00	\$29.00
6/30/15	M1141339A.0083	Compressive Strength, per cylinder (4" x 8")	4.00	\$21.00	\$84.00
6/30/15	M1141339A.0085	Technician - Level II, per hour	1.00	\$99.00	\$99.00
6/30/15	M1141339A.0085	Trip Charge, each	1.00	\$29.00	\$29.00
7/1/15	M1141339A.0086	Technician - Level II, per hour	2.00	\$99.00	\$198.00
7/1/15	M1141339A.0086	Trip Charge, each	1.00	\$29.00	\$29.00
7/1/15	M1141339A.0086	Compressive Strength, per cylinder (4" x 8")	4.00	\$21.00	\$84.00
7/1/15	M1141339A.0087	Trip Charge, each	3.00	\$29.00	\$87.00
7/1/15	M1141339A.0087	Field Density Test by Nuclear Method, each	16.00	\$43.00	\$688.00
7/1/15	M1141339A.0088	Atterberg Limit, per test	1.00	\$100.00	\$100.00
7/1/15	M1141339A.0088	Preparation of Fat Clay Soils for Proctors	1.00	\$60.00	\$60.00
7/1/15	M1141339A.0088	Standard Proctor (ASTM D-698), each	1.00	\$160.00	\$160.00
7/1/15	M1141339A.0088	Percent - #200 sieve, each	1.00	\$65.00	\$65.00
7/1/15	M1141339A.0090	Technician - Level II, per hour	0.25	\$99.00	\$24.75
7/1/15	M1141339A.0090	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
7/1/15	M1141339A.0090	Concrete Fine Aggregate - Mechanical Analysis Only prorated with 2nd street	0.50	\$96.00	\$48.00
7/1/15	M1141339A.0091	Technician - Level II, per hour	1.00	\$99.00	\$99.00
7/1/15	M1141339A.0091	Trip Charge, each	1.00	\$29.00	\$29.00
7/2/15	M1141339A.0089	Technician - Level II, per hour	1.50	\$99.00	\$148.50
7/2/15	M1141339A.0089	Trip Charge, each	1.00	\$29.00	\$29.00
7/2/15	M1141339A.0089	Compressive Strength, per cylinder (4" x 8")	4.00	\$21.00	\$84.00
7/3/15	M1141339A.0089A	Technician - Level II, per hour	0.25	\$99.00	\$24.75
7/3/15	M1141339A.0089A	Trip Charge, each	1.00	\$29.00	\$29.00
7/7/15	M1141339A.0092	Technician - Level II, per hour	1.75	\$99.00	\$173.25
7/7/15	M1141339A.0092	Trip Charge, each	1.00	\$29.00	\$29.00
7/7/15	M1141339A.0092	Compressive Strength, per cylinder (4" x 8")	4.00	\$21.00	\$84.00
7/7/15	M1141339A.0093	Project Engineer/Scientist/Geologist, per hour	0.50	\$165.00	\$82.50
7/7/15	M1141339A.0093	Staff Engineer	1.75	\$140.00	\$245.00
7/7/15	M1141339A.0093	Mileage	8.00	\$0.850	\$6.80
7/8/15	M1141339A.0092A	Technician - Level II, per hour	0.25	\$99.00	\$24.75
7/8/15	M1141339A.0092A	Trip Charge, each	1.00	\$29.00	\$29.00
7/9/15	M1141339A.0094	Technician - Level II, per hour	1.00	\$99.00	\$99.00
7/9/15	M1141339A.0094	Trip Charge, each	1.00	\$29.00	\$29.00
7/9/15	M1141339A.0094	Extraction Gradation, Ignition Method, each	1.00	\$260.00	\$260.00
7/9/15	M1141339A.0094	Marshall voids update, set of 3	1.00	\$300.00	\$300.00
7/10/15	M1141339A.0095	Technician - Level II, per hour	1.50	\$99.00	\$148.50
7/10/15	M1141339A.0095	Trip Charge, each	1.00	\$29.00	\$29.00
7/10/15	M1141339A.0095	Compressive Strength, per cylinder (4" x 8")	4.00	\$21.00	\$84.00
7/10/15	M1141339A.0096	Trip Charge, each	1.00	\$29.00	\$29.00
7/10/15	M1141339A.0096	Coring Crew, per hour	1.00	\$162.50	\$162.50
7/10/15	M1141339A.0096	Core density (field cut), each (ND/DOT)	6.00	\$49.00	\$294.00
7/10/15	M1141339A.0097	Technician - Level II, per hour	1.00	\$99.00	\$99.00
7/10/15	M1141339A.0097	Trip Charge, each	1.00	\$29.00	\$29.00
7/10/15	M1141339A.0097	Extraction Gradation, Ignition Method, each	1.00	\$260.00	\$260.00

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: T669919
Project No.: M1141339A
Project: In Town Levees - Work Package
42A.1/42A.3
4th Street South
Farm, ND 58103
Project Mgr: Jeff Mathson

Date	Report	Description of Services	Quantity	Rate	Total
Continued					
7/10/15	M1141339A.0097	Marshall voids update, set of 3	1.00	\$300.00	\$300.00
7/10/15	M1141339A.0100	Technician - Level II, per hour	0.25	\$99.00	\$24.75
7/10/15	M1141339A.0100	Trip Charge, each	1.00	\$29.00	\$29.00
7/10/15	M1141339A.0100	Sieve Analysis (Dry) C136, each	1.00	\$90.00	\$90.00
7/10/15	M1141339A.0100	Concrete Fine Aggregate - Mechanical Analysis Only	1.00	\$96.00	\$96.00
7/11/15	M1141339A.0095A	Technician - Level II, per hour	0.25	\$99.00	\$24.75
7/11/15	M1141339A.0095A	Trip Charge, each	1.00	\$29.00	\$29.00
7/14/15	M1141339A.0099	Technician - Level II, per hour	3.00	\$99.00	\$297.00
7/14/15	M1141339A.0099	Trip Charge, each	1.00	\$29.00	\$29.00
7/14/15	M1141339A.0099	Compressive Strength, per cylinder (4" x 8")	8.00	\$21.00	\$168.00
7/15/15	M1141339A.0101	Technician - Level II, per hour	2.00	\$99.00	\$198.00
7/15/15	M1141339A.0101	Trip Charge, each	1.00	\$29.00	\$29.00
7/15/15	M1141339A.0101	Compressive Strength, per cylinder (4" x 8")	4.00	\$21.00	\$84.00
7/16/15	M1141339A.0101A	Technician - Level II, per hour	0.25	\$99.00	\$24.75
7/16/15	M1141339A.0101A	Trip Charge, each	1.00	\$29.00	\$29.00
7/17/15	M1141339A.0102	Atterberg Limit, per test	1.00	\$100.00	\$100.00
7/17/15	M1141339A.0102	Preparation of Fat Clay Soils for Proctors	1.00	\$60.00	\$60.00
7/17/15	M1141339A.0102	Standard Proctor (ASTM D-698), each	1.00	\$160.00	\$160.00
7/17/15	M1141339A.0102	Percent - #200 sieve, each	1.00	\$65.00	\$65.00
7/18/15	Water Strip Testing	Water Strip Testing	1.00	\$2,553.00	\$2,553.00

Invoice Total \$12,886.35

TERMS: DUE UPON PRESENTATION OF INVOICE

FM Area Diversion Project
Payment Application Certification
(Partial Payment)

Payment Certification Date: 9/16/2015
Pay Application No. 12

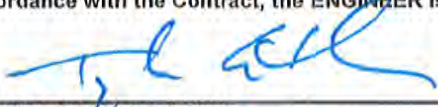
Contractor:
Terracon
4102 7th Ave. N.
Fargo, ND 58102

Invoice Date: 7/29/2015
Invoice Number: T669919
Billing Period Start: 6/21/2015
Billing Period End: 7/18/2015
Invoice Amount: \$ **12,886.35**

Diversion Project No.: M1141339A
Work Package: TO-01
42A.1/A.3 - 4th Street Pump Station
General Ledger Code: V02802
Purchase Order No.: 173390

Original Contract Amount:	\$	50,000.00
Contract Amendments/AWD:	\$	430,000.00
Total Contract Amount:	\$	480,000.00
Prior Billed Amount:	\$	114,993.31
Amount Due this Request:	\$	12,886.35
Total Invoice Work To-Date:	\$	127,879.66
Amount Remaining:	\$	352,120.34

In accordance with the Contract, the ENGINEER is entitled to payment in the amount shown on the attached invoice.



CH2M HILL ENGINEERS, INC.

9/16/2015

DATE

DIVERSION AUTHORITY - TECHNICAL ADVISORY COMMITTEE

DATE

DIVERSION AUTHORITY - FINANCE COMMITTEE

DATE

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

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

September 25, 2015
Invoice No. 2337

RE: Metro Flood Project – General Legal Matters

For Legal Services Rendered Through September 25, 2015

INVOICE TOTAL

Total for Current Legal Fees	\$ 6,046.05
Total for Current Disbursements and Service Charges	\$ 0
Total for Current Invoice	\$ 6,046.05
Summary of Account	
*Prior Balance Due	\$ 0
Total Amount Due	\$ 6,046.05

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

We appreciate your business.

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

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

September 25, 2015
Invoice No. 2338

RE: Metro Flood Project – LEERDS Matters

For Legal Services Rendered Through September 25, 2015

INVOICE TOTAL

Total for Current Legal Fees	\$ 2,302.65
Total for Current Disbursements and Service Charges	\$ 0
Total for Current Invoice	\$ 2,302.65
Summary of Account	
*Prior Balance Due	\$ 0
Total Amount Due	\$ 2,302.65

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

We appreciate your business.



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

September 18, 2015
Invoice No. 3227869

RECEIVED
9-21-15

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

For Legal Services Rendered Through August 31, 2015

INVOICE TOTAL

Total For Current Legal Fees	\$74,923.25
Total For Current Disbursements and Service Charges	\$1,570.85
Total For Current Invoice	\$76,494.10

Summary of Account

*Prior Balance Due	\$124,209.09
Total Amount Due	\$200,703.19

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

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

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

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

ABA Routing Number: 091000022
Account Number: 1602-3010-8500
Swift Code: USBKUS441MT

Please make reference to the invoice number

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

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



October 5, 2015

Cass County
Joint Water
Resource
District

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

Greetings:

Mark Brodshaug
Chairman
Fargo, North Dakota

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

Rodger Olson
Manager
Leonard, North Dakota

Enclosed please find copies of bills totaling \$5,410,620.23 regarding the above referenced projects. The breakdown is as follows:

Dan Jacobson
Manager
West Fargo, North Dakota

Previously submitted invoices (legal)	\$ 67,707.78
Access issues	32,692.59
In-Town Levee Project	615,659.96
DPAC	2,087.00
Oxbow-Hickson-Bakke Ring Levee	3,583,589.00
Oxbow Golf and Country Club	1,108,883.90

Ken Loughheed
Manager
Gardner, North Dakota

Raymond Wolfer
Manager
Argusville, North Dakota

At this time, we respectfully request 100% reimbursement as per the Joint Powers Agreement between the City of Fargo, Cass County and Cass County Joint Water Resource District dated July 7, 2014.

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

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

Enclosures

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES
(PREVIOUSLY SUBMITTED INVOICES)

9/30/15

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
3/26/2010	3/23/2010	100173	90007	4,866.56	Ohnstad Twichell, P.C.	Legal - JPA, meetings
4/27/2011	5/2/2011	107438	90007	10,914.47	Ohnstad Twichell, P.C.	Legal - Meetings, research
5/24/2011	6/16/2011	107973	90007	4,197.00	Ohnstad Twichell, P.C.	Legal - JPA, insurance, meetings
7/7/2011	6/16/2011	108437	90007	2,745.00	Ohnstad Twichell, P.C.	Legal - conflict analysis, JPA, Meetings
8/15/2011	7/26/2011	109069	90007	2,820.00	Ohnstad Twichell, P.C.	Legal - JPA, meetings
8/26/2011	8/23/2011	109506	90007	495.00	Ohnstad Twichell, P.C.	Legal - Research, meetings
10/20/2011	9/26/2011	110063	90007	1,717.23	Ohnstad Twichell, P.C.	Legal - coverage issues, meetings, research
11/1/2011	10/26/2011	110671	90007	1,170.00	Ohnstad Twichell, P.C.	Legal - open meetings, MnDak, meetings
11/23/2011	11/15/2011	111077	90007	1,511.27	Ohnstad Twichell, P.C.	Legal - CH2M-Hill agreement, JPA, meetings
12/19/2011	12/14/2011	111615	90007	645.00	Ohnstad Twichell, P.C.	Legal - Ch2M-Hill agreement, coverage issues
1/27/2012	1/24/2012	112129	90007	735.00	Ohnstad Twichell, P.C.	Legal - RFQ, meeting
2/24/2012	2/21/2012	112595	90007	1,136.00	Ohnstad Twichell, P.C.	Legal - JPA, NDIRF coverage, meetings
4/12/2012	3/27/2012	113265	90007	2,672.00	Ohnstad Twichell, P.C.	Legal - R.O.D. process, JPA, SWC agreement
5/24/2012	5/21/2012	114438	90007	368.00	Ohnstad Twichell, P.C.	Legal - Diversion bonds, assessment statute
6/28/2012	6/25/2012	114917	90007	3,864.80	Ohnstad Twichell, P.C.	Legal - assessments, SWC agreements, meetings
8/9/2012	7/24/2012	115516	90007	736.00	Ohnstad Twichell, P.C.	Legal - JPA review
9/14/2012	8/27/2012	116018	90007	1,744.00	Ohnstad Twichell, P.C.	Legal - assessment statute, research, JPA
9/28/2012	9/25/2012	116356	90007	6,644.50	Ohnstad Twichell, P.C.	Legal - assessment, research
10/25/2012	10/22/2012	116810	90007	3,211.90	Ohnstad Twichell, P.C.	Legal - JPA, assessment districts, research
12/17/2012	12/10/2012	117917	90007	48.00	Ohnstad Twichell, P.C.	Legal - Review Dorsey bill
12/17/2012	11/29/2012	117540	90007	1,240.94	Ohnstad Twichell, P.C.	Legal - assessment statutes, meeting
1/25/2013	1/22/2013	118546	90007	1,184.00	Ohnstad Twichell, P.C.	Legal - Meetings, MOU
2/28/2013	2/26/2013	119200	90007	1,003.00	Ohnstad Twichell, P.C.	Legal - Flood plain statutes, meetings
3/28/2013	3/26/2013	119771	90007	160.00	Ohnstad Twichell, P.C.	Legal - Appropriations amendments
4/25/2013	4/24/2013	120373	90007	448.00	Ohnstad Twichell, P.C.	Legal - SWC Budget, review floor testimony
5/23/2013	5/20/2013	120886	90007	320.00	Ohnstad Twichell, P.C.	Legal - Authority meeting
9/13/2013	8/23/2013	122583	90007	880.00	Ohnstad Twichell, P.C.	Legal - JPA, meetings
9/26/2013	9/24/2013	123049	90007	936.12	Ohnstad Twichell, P.C.	Legal - Review Dorsey bill
11/14/2013	10/22/2013	123570	90007	898.00	Ohnstad Twichell, P.C.	Legal - Review motion, meetings
12/20/2013	11/26/2013	124413	90007	342.04	Ohnstad Twichell, P.C.	Legal - Dorsey motion, Oxbow MOU
2/13/2014	1/24/2014	125446	90007	1,015.60	Ohnstad Twichell, P.C.	Legal - Review DA motion, MN DNR letter
3/27/2014	3/26/2014	126531	90007	660.00	Ohnstad Twichell, P.C.	Legal - Research Admin code, statutes
5/8/2014	4/30/2014	127528	90007	3,247.35	Ohnstad Twichell, P.C.	Legal - Oxbow ring levee construction, meetings
6/12/2014	5/27/2014	128108	90007	1,530.00	Ohnstad Twichell, P.C.	Legal - JPA second amendment, bonds
8/15/2014	7/25/2014	129135	90007	221.00	Ohnstad Twichell, P.C.	Legal - lawsuit conference call
8/29/2014	8/26/2014	129866	90007	170.00	Ohnstad Twichell, P.C.	Legal - review Judge Tunheim's order
9/29/2014	9/23/2014	130279	90007	136.00	Ohnstad Twichell, P.C.	Legal - insurance issues
11/13/2014	10/27/2014	130944	90007	680.00	Ohnstad Twichell, P.C.	Legal - insurance issues, floodplain statutes
12/12/2014	11/25/2014	131471	90007	374.00	Ohnstad Twichell, P.C.	Legal - Diversion permitting issues, Limited JPA
Total				67,707.78		

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

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
9/10/2015	8/21/2015	137152	100007	12,201.73	Ohnstad Twichell, P.C.	Legal-ROE requests
9/10/2015	8/21/2015	137160	130007	16,509.00	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
9/10/2015	8/21/2015	137151	90007	1,394.00	Ohnstad Twichell, P.C.	Legal-Construction contracts
9/10/2015	8/25/2015	2306		875.00	Erik R. Johnson & Associates, Ltd	Legal- right of entry matters
9/24/2015	9/10/2015	53465	R12.00049	1,612.86	Ullelg Engineers	Engineering - Land acquisition
Total				32,692.59		

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
09/10/15	08/20/15			12,620.00	McKayla and Josh Blanchard	Down payment assistance and moving relocation
09/10/15	08/19/15			87,411.00	Kelly Moraghan	Replacement housing
9/10/2015	8/18/2015			1,190.00	Curt Christensen	Final moving costs
9/10/2015	9/1/2015			13,440.00	Shannon Baconi & James Bergman	Final down payment assistance
9/10/2015				100,000.00	Jordan and Diana Heller	Earnest money
9/11/2015	9/11/2015			138,619.58	The Title Company	Purchase property - Estate of John Blanchard
9/18/2015	9/18/2015			25,000.00	The Bank of New York Mellon Trust Company	BNSF Purchase property
9/18/2015	9/18/2015			-18,000.00	The Bank of New York Mellon Trust Company	voided check
9/23/2015	9/23/2015			227,887.50	The Title Company	Purchase property - Kelly Moraghan
9/24/2015	9/1/2015			2,512.50	Jordan and Diana Heller	Advance relocation payment
9/10/2015	9/8/2015			10,000.00	Coldwell Banker First Realty	management fee
9/10/2015	9/10/2015			10,000.00	Coldwell Banker First Realty	Additional management fee
9/10/2015	9/5/2015	4734		1,979.75	Sentry Security, Inc.	Security patrol services
9/24/2015	9/19/2015	4771		2,899.63	Sentry Security, Inc.	Security patrol services
Total				615,659.96		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
9/10/2015	8/21/2015	137157	120007	221.00	Ohnstad Twichell, P.C.	Legal-DPAC
9/10/2015	8/21/2015	137191	150007	1,866.00	Ohnstad Twichell, P.C.	Legal-Garage appeal
Total				2,087.00		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
9/10/2015	8/21/2015	137165	140007	13,697.00	Ohnstad Twichell, P.C.	Legal - OHB property purchases
9/24/2015	8/11/2015	MOWING1		4,485.00	Oxbow Country Club	mowing of lots in Oxbow
9/4/2015	9/4/2015			245,292.22	The Title Company	Property purchase - Losing
9/4/2015	9/4/2015			491,378.20	The Title Company	Property purchase - Losing
9/10/2015				3,031.10	Brenda Kaspari	Moving costs
9/10/2015				8,752.71	Joseph and Jolene Sauvageau	closing costs

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
9/10/2015				4,935.00	The Apartment Movers	moving costs for Bartram
9/10/2015	9/4/2015			8,619.89	Aaron Brakke	closing costs
9/11/2015	9/11/2015			281,512.34	The Title Company	Property purchase - Ingebrigtsen
9/11/2015	9/11/2015			300,891.20	The Title Company	Property purchase - Ingebrigtsen
9/14/2015	9/14/2015			143,000.00	William and Anne Kuzas	New lot
9/14/2015	9/14/2015			95,500.00	William and Anne Kuzas	builder down payment
9/14/2015	9/11/2015			130,000.00	Paul and Nancy Kochmann	New lot
9/14/2015	9/11/2015			50,000.00	Paul and Nancy Kochmann	builder down payment
9/15/2015	9/15/2015			131,000.00	Jeffrey and Lonnie Pederson	new lot
9/15/2015	9/15/2015			87,000.00	Jeffrey and Lonnie Pederson	builder down payment
9/15/2015	9/15/2015			2,655.00	Jeffrey and Lonnie Pederson	additional earnest money
9/17/2015	9/17/2015			130,000.00	Philip Henry and Sally McCravey	new lot
9/17/2015	9/17/2015			86,000.00	Philip Henry and Sally McCravey	builder down payment
9/24/2015	6/12/2015			3,331.00	5 Star Moving Inc	moving costs for Jeziorski
9/24/2015				2,460.00	Grant & Debra Retzlaff	moving costs
9/24/2015	9/18/2015			4,948.25	Grant & Debra Retzlaff	closing costs
9/24/2015				3,510.00	Steve & Michelle Losing	moving costs
9/24/2015	9/18/2015			7,645.90	Steve & Michelle Losing	closing costs
9/24/2015	9/12/2015			1,730.00	5 Star Moving Inc	moving costs for Jason Ingebrigtsen
9/24/2015				2,547.50	Jason Ingebrigtsen	moving costs
9/24/2015	9/18/2015			4,496.75	Jason Ingebrigtsen	closing costs
9/24/2015	9/8/2015			1,400.00	Aaron Brakke	moving costs
9/30/2015	9/30/2015			1,328,151.00	The Title Company	Property purchase - Heitmann Tree Farm LLLP
9/10/2015	8/25/2015			69.75	Cass Rural Water Users	Service to 5059 Mackenzie Drive
9/10/2015	9/3/2015			44.16	Cass County Electric Cooperative	Service to 349 Schnell Dr
9/10/2015	9/3/2015			172.76	Cass County Electric Cooperative	Service to 5059 Mackenzie Drive
9/10/2015	9/3/2015			63.01	Cass County Electric Cooperative	Service to 357 Schnell Dr
9/10/2015	9/3/2015			30.35	Cass County Electric Cooperative	Service to 345 Schnell Dr
9/24/2015	9/15/2015			35.93	Cass County Electric Cooperative	Service to 17495 52 St SE
9/17/2015				-895.00	The Title Company	refund an escrow for Jeff and Cindy Fisher
9/29/2015				-72.02	Cass Rural Water Users	overpayment on 345 Schnell Drive
Total				3,583,589.00		

OXBOW COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
9/10/2015	8/10/2015	7		13,000.00	Oxbow Golf and Country Club	reimbursement of consultant fees
9/10/2015	9/10/2015			90,226.01	Oxbow Golf and Country Club	reimbursement of architect, engineering, pump house
9/24/2015	9/24/2015			1,005,655.89	Oxbow Golf and Country Club	mowing Fercho Prop, golf course construction, pump t
Total				1,108,883.90		
Grand Total				5,410,820.23		

North Dakota State University Invoice

Please Remit To:
 North Dakota State University
 Grant and Contract Accounting
 NDSU Dept 3130
 PO Box 6050
 Fargo, ND 58108-6050
 United States

Invoice No: FAR-0000042708
 Date: 09/29/2015
 Sponsor No: OGA_004650

 Award: FAR0023665
 PI: Nancy Marie Hodur
 Award Title: Ag Risk Economic Evaluation for
 Temporary Water Retentio
 Award Period: 09/16/2014 - 09/30/2015
 Sponsor Award: N/A
 Award Amount: USD \$135,367.00

AMOUNT DUE: USD \$135,367.00

Sponsor:
 Flood Diversion Board of Authority
 Box 2806
 211 Ninth Street South
 Fargo ND 58108
 United States

Description	Current Bill Amount
Payment due upon completion of study entitled "Metro Flood Diversion Project - Ag Risk Economic Evaluation".	135,367.00
TOTAL:	135,367.00
CURRENT AMOUNT DUE:	USD 135,367.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

APPROVED Tyson Lund
 Tyson Lund ~ Grants and Contracts Officer

DATE 9-29-15

For billing questions, please call Tyson Lund at 1-701-231-8357

FM Diversion Authority
Fiscal Accountability Report Design Phase (Fund 790)
As of 9/30/2015

	2011	2012	2013	2014	2015	Cumulative Totals
Revenues						
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	18,855,258	53,397,169
Cass County	443,138	7,652,681	7,072,961	19,373,131	18,855,258	53,397,169
State Water Commission	-	-	3,782,215	602,918	20,709,880	25,095,013
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	4,190,057	11,866,036
Lease/Rental Payments	-	-	17,358	154,180	180,341	351,879
Asset Sales	-	-	-	616,774	104,396	721,170
Miscellaneous	-	-	1,705	626	427	2,758
Total Revenues	984,750	17,005,957	19,518,970	44,425,900	62,895,617	144,831,195
Expenditures						
7905 Army Corp Payments	-	-	875,000	1,050,000	2,025,000	3,950,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	230,877	916,131
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	3,634,291	21,489,652
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	2,685,900	18,863,404
7925 WIK - Recreation	-	163,223	-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	37,563,933	61,232,979
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	625	331,075
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	10,582,411	12,321,049
7951 Construction - Minnesota	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	4,802,107	16,084,611
7955 Construction Management	-	-	-	556,209	1,739,371	2,295,580
7990 Project Financing	-	50,000	70,000	216,376	267,943	604,319
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	63,532,458	146,367,180

FM Diversion Authority
FY 2015 Summary Budget Report (In Thousands)
October 1, 2014 through December 31, 2015
As of September 30, 2015

	FY 2015 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	59,040	1,103	24,976			34,064
Cass County	59,040	1,103	24,976			34,064
State of ND - 50% Match	57,200	886	19,435			37,765
State of ND - 100% Match	35,800	-	5,337			30,463
State of Minnesota	-	-	-			-
Other Agencies	13,120	245	5,550			7,570
Financing Proceeds	-	-	-			-
Sale of Assets	-	-	104			(104)
Property Income	-	-	193			(193)
Miscellaneous	-	-	0			(0)
Total Revenue Sources	224,200	3,336	80,573			143,627
Funds Appropriated						
Army Corp Local Share	525	-	2,025		2,979	(4,479)
Management Oversight	7,200	583	6,518	91%	4,108	(3,426)
Technical Activities	16,575	365	6,703	40%	3,166	6,706
Land Acquisitions	106,700	152	43,494	41%	29,054	34,152
Construction	91,300	2,114	22,451	25%	44,932	23,917
Mitigation	-	-	-		-	-
Other Costs	1,900	105	383	20%	350	1,167
Total Appropriations	224,200	3,319	81,574	36%	84,588	58,038

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7910-429.33-20	9/30/2015	JF20150911	CITY OF FARGO	680.00	CHARGE COF TIME - 09/15	V00102	General & Admin. WIK
Total WIK - General & Admin. - Accounting Services				\$680.00			
790-7910-429.33-25	9/23/2015	261812	OXBOW, CITY OF	1,025.00	DIVERSION LEGAL SERVICES	V02407	OXBOW MOU-LEGAL SERVICES
	9/23/2015	261812	OXBOW, CITY OF	25,475.00	DIVERSION LEGAL BILLINGS	V02407	OXBOW MOU-LEGAL SERVICES
	9/30/2015	261964	OXBOW, CITY OF	662.50	LEGAL SERV-COVENANTS	V02407	OXBOW MOU-LEGAL SERVICES
	9/30/2015	261964	OXBOW, CITY OF	102.94	LEGAL SERV-ZONING ORDINAN	V02407	OXBOW MOU-LEGAL SERVICES
	9/30/2015	261964	OXBOW, CITY OF	244.00	LEGAL SERV-PLAT 4TH ADD	V02407	OXBOW MOU-LEGAL SERVICES
	9/30/2015	261964	OXBOW, CITY OF	15.00	LEGAL SERV-VAC EASEMENT	V02407	OXBOW MOU-LEGAL SERVICES
	9/30/2015	261964	OXBOW, CITY OF	10,208.22	LEGAL SERV-ZONING ISSUES	V02407	OXBOW MOU-LEGAL SERVICES
	9/30/2015	261964	OXBOW, CITY OF	4,250.45	LEGAL SERV-DIVERSION BILL	V02407	OXBOW MOU-LEGAL SERVICES
	9/30/2015	261964	OXBOW, CITY OF	16,089.10	LEGAL SERV-DIVERSION BILL	V02407	OXBOW MOU-LEGAL SERVICES
	9/16/2015	261488	ERIK R JOHNSON & ASSOCIATES	4,714.95	METRO FLOOD-GENERAL	V00102	General & Admin. WIK
Total WIK - General & Admin. - Legal Services				\$62,787.16			
790-7910-429.38-68	9/16/2015	261499	FREDRIKSON & BYRON, PA	7,000.00	GOVERNMENT RELATIONS LOB	V00102	General & Admin. WIK
Total WIK - General & Admin. - Lobbyist				\$7,000.00			
790-7915-429.33-05	9/23/2015	261812	OXBOW, CITY OF	3,935.55	PROJECT MGMT-ADMIN	V02401	OXBOW MOU-PROJ MGMT ADMIN
	9/23/2015	261812	OXBOW, CITY OF	715.00	PRLIMINARY ENGINEERING	V02402	OXBOW MOU-PRELIM ENGINRNG
	9/23/2015	261812	OXBOW, CITY OF	588.30	WATER QUALITY PLAN	V02403	OXBOW MOU-CONCEPT LAYOUTS
	9/30/2015	261964	OXBOW, CITY OF	4,209.80	OXBOW LEVEE MGMT ADMIN	V02401	OXBOW MOU-PROJ MGMT ADMIN
	9/30/2015	261964	OXBOW, CITY OF	7,895.50	OXBOW LEVEE PRELIM ENG	V02402	OXBOW MOU-PRELIM ENGINRNG
	9/30/2015	261964	OXBOW, CITY OF	366.85	WATER QUALITY-LAKE ADVOCA	V02403	OXBOW MOU-CONCEPT LAYOUTS
	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	4,850.16	DIVERSION RECREATION/USE	V01607	RECREATION/USE MASTER PLN
	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	42,456.98	DIVERSION WORK IN KIND	V01608	WORK-IN-KIND (WIK)
	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	28,474.50	DIVERSION HYDROLOGY/HYDRA	V01609	HYDROLOGY/HYDRAULIC MODEL
	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	166,112.03	DIVERSION LEVEE DESIGN	V01613	LEVEE DESIGN & SUPPORT
	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	5,131.25	DIVERSION DRAFT OPERATION	V01615	DRAFT OPERATIONS PLAN
	9/16/2015	261599	URS CORPORATION	74,613.69	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
	9/16/2015	261599	URS CORPORATION	-2,357.38	CREDIT CULTURAL RESOURCES	V01003	CULTURAL RESOURCES INVEST
	9/16/2015	261599	URS CORPORATION	-7,413.06	CREDIT CULTURAL RESOURCES	V01003	CULTURAL RESOURCES INVEST
	9/16/2015	261599	URS CORPORATION	6,949.75	CULTURAN RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
	9/16/2015	261599	URS CORPORATION	2,210.04	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
Total WIK - Project Design - Engineering Services				\$338,738.96			
790-7915-429.38-99	9/16/2015	261598	UNITED STATES GEOLOGICAL SURVEY	26,150.00	WATER LEVEL DISCHARGE COL	V02202	H2O LEVEL DISCHARGE CLTN
Total WIK - Project Design - Other Services				\$26,150.00			
790-7920-429.33-05	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	61,929.26	DIVERSION PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
Total WIK Construction Mgmt. - Engineering Services				\$61,929.26			
790-7920-429.33-79	9/30/2015	261964	OXBOW, CITY OF	3,541.66	JULY PROJECT MGMT	V02410	OXBOW MOU - PROJ MGMT JDA
	9/16/2015	261477	CH2M HILL ENGINEERS INC	310,000.00	CONTRACT MGMT EXTENSION	V00205	CH2M Hill-8.30.14-2.27.15
Total WIK Construction Mgmt. - Construction Management				\$313,541.66			
790-7930-429.33-05	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	235.50	DIVERSION LAND MGMT SERV	V01606	LAND MANAGEMENT SERVICES
	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	1,256.00	DIVERSION UTILITY DESIGN	V01610	UTILITIES DESIGN
	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	235.50	DIVERSION CR-20 BRIDGE	V01611	REACH 6 & CR20 BRIDGE

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	23,423.82	DIVERSION BRIDGE DESIGN	V01618	WP28 - CR-16/CR-17 BRIDGE
Total LERRDS - North Dakota - Engineering Services				\$25,150.82			
790-7930-429.33-25	9/30/2015	261901	DORSEY & WHITNEY LLP	124,209.09	JULY 2015 LEGAL EXPENSE	V00101	Dorsey Whitney Legal
	9/16/2015	261488	ERIK R JOHNSON & ASSOCIATES	2,233.80	METRO FLOOD PROJECT	V00103	General & Admin. LERRDS
Total LERRDS - North Dakota - Legal Services				\$126,442.89			
790-7950-429.73-52	9/16/2015	261520	INDUSTRIAL BUILDERS INC	679,517.57	2 ST PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	9/16/2015	261521	INDUSTRIAL CONTRACT SERVICES INC	1,288,554.77	4 ST PUMP ST 7 4 ST WALL	V02805	PUMP STATION & FLOODWALL
Total ND Construction - Flood Control				\$1,968,072.34			
790-7952-429.73-53	9/23/2015	261812	OXBOW, CITY OF	78,883.77	WATER, SEWER, STREETS	V02409	OXBOW MOU-CONST RPLM AREA
	9/30/2015	261964	OXBOW, CITY OF	67,081.99	WATER, SEWER, STREET, DRA	V02409	OXBOW MOU-CONST RPLM AREA
Total O/H/B Construction - Dams/Reservoirs/Diversion				\$145,965.76			
790-7955-429.33-05	9/9/2015	261328	HOUSTON-MOORE GROUP LLC	137,525.79	DIVERSION CONST SERVICES	V02806	CONSTRUCTION SVCS WP42
Total Construction Management - Engineering Services				\$137,525.79			
790-7990-429.34-55	9/16/2015	261531	JP MORGAN CHASE-LOCKBOX PROCESSING	68,591.39	P3 CONSULTING	V03301	PPP FINANCL ADVISORY SVCS
Total Project Financing - Financial Advisor				\$68,591.39			
790-7990-520.80-30	9/24/2015	JF20150908	US BANK	36,406.25	US BANK LOAN INTEREST	V02902	\$50M CITY OF FARGO US BANK ADVANCE
Total Project Financing - Interest on Debt				\$36,406.25			
Total Disbursed for Period				\$3,318,982.28			

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

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOURE	97,973,396.02	58,611,005.67	39,362,390.35	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
HOUSTON-MOORE GROUP LLC	26,571,077.45	22,025,334.51	4,545,742.94	Engineering Services
INDUSTRIAL BUILDERS INC	24,388,926.85	4,841,838.21	19,547,088.64	2nd St North Pump Station Project and 2nd Street Floodwall, South of Pump Station
CH2M HILL ENGINEERS INC	17,860,819.01	15,690,819.01	2,170,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I	17,630,171.59	7,128,587.37	10,501,584.22	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	14,658,858.02	13,799,539.54	859,318.48	City of Oxbow - MOU
ARMY CORP OF ENGINEERS	6,929,000.00	3,950,000.00	2,979,000.00	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
DORSEY & WHITNEY LLP	2,409,327.33	2,409,327.33	-	Legal Services
MINNESOTA DNR	2,188,007.43	1,740,211.07	447,796.36	EIS Scoping
URS CORPORATION	1,745,618.42	1,450,744.47	294,873.95	Engineering Services
KENNELLY & OKEEFFE	1,729,310.56	1,729,310.56	-	Home Buyouts
ENVENTIS	1,440,088.62	115,685.62	1,324,403.00	Utility Relocation
XCEL ENERGY-FARGO	769,917.82	-	769,917.82	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	447,747.40	52,252.60	Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
TERRACON CONSULTING ENGINEERS	480,000.00	74,545.81	405,454.19	Materials Testing
AT&T	441,330.44	-	441,330.44	Utility Relocation
ERIK R JOHNSON & ASSOCIATES	354,366.64	354,366.64	-	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES - ERNST AND YOUNG	350,000.00	68,591.39	281,408.61	Financial Advisor
CITY OF FARGO	328,178.71	328,178.71	-	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
US BANK	239,112.46	239,112.46	-	Loan Advance Debt Service Payments
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
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
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	63,000.00	28,000.00	35,000.00	Lobbying Services
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing

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

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
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
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
NIXON PEABODY LLC	30,000.00	30,000.00	-	Legal Services
WARNER & CO	19,900.00	19,900.00	-	General Liability Insurance
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN	5,000.00	5,000.00	-	Membership Dues
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
CLAY COUNTY AUDITOR	1,970.00	1,970.00	-	Property Tax
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
RED RIVER TITLE SERVICES INC	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
BNSF RAILWAY CO	600.00	600.00	-	Permit for 4th St N Project
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
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	\$ 230,955,456	\$ 146,367,180	\$ 84,588,276	

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

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	2nd Street North Pump Station - Work Package 42.A2	\$ 8,424,373.00	\$ 4,841,838.21
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	480,000.00	74,545.81
V02803	Enventis	2nd Street Utility Relocation	1,440,088.62	115,685.62
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	17,811,395.90	7,129,187.37
V02806	HMG	Services During Construction - Work Package 42	2,243,000.00	873,328.74
V02807	CCJWRD	In-Town Levee Work	1,324,648.53	1,324,648.53
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	34,427.05	34,427.05
V02809	AT & T	2nd Street Utility Relocation	441,330.44	-
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	769,917.82	-
V02812	Industrial Builders	2nd Street North Floodwall, South of Pump Station - WP-42F.1S	16,184,905.85	-
V01703	Various	In-Town Property Purchases	16,952,515.28	13,220,356.85
			<u>\$ 66,530,976.77</u>	<u>\$ 27,813,928.36</u>

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

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

Drawdown Request No: 19	
Requested Amount:	\$ 885,633
Total Funds Expended This Period:	\$ 1,771,265
Total Funds Requested at 100% Match	-
Remaining Funds Requested at 50% Match	1,771,265
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	885,633
Total Funds Requested:	\$ 885,633

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 - FM Diversion Authority	(18,600)
Less: Payment #2 - FM Diversion Authority - REVISED	(782,908)
Less: Payment #3 - FM Diversion Authority - REVISED	(293,590)
Less: Payment #4 - FM Diversion Authority - REVISED	(2,905)
Less: Payment #5 - FM Diversion Authority - REVISED	-
Less: Payment #6 - FM Diversion Authority - REVISED	(238,241)
Less: Payment #7 - FM Diversion Authority	(1,206,310)
Less: Payment #8 - FM Diversion Authority - REVISED	(346,664)
Less: Payment #9 - FM Diversion Authority	(4,949,724)
Less: Payment #10 - FM Diversion Authority	(685,111)
Less: Payment #11 - FM Diversion Authority	(470,398)
Less: Payment #12 - FM Diversion Authority	(1,231,810)
Less: Payment #13 - FM Diversion Authority	(612,361)
Less: Payment #14 - FM Diversion Authority	(1,182,540)
Less: Payment #15 - FM Diversion Authority	(4,501,221)

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

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 #18 - FM Diversion Authority	(885,633)
Total Funds Reimbursed	(80,741,261)
Total State Fund Balances Remaining	\$ 163,258,739

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	5,771,679
Total Matching Funds Expended To Date	53,692,248
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)
Balance of Local Matching Funds Available	\$ 6,277,910

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

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	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	2,420.83	-	-	399,699.63
1341 N Oak St, Fargo ND	1/29/2015	309,888.24	-	-	-	78,889.24	-	-	-	388,777.48
1326 Elm St N, Fargo ND	12/23/2014	230,196.41	-	-	-	8,001.02	-	-	-	238,197.43
1330 Elm St N, Fargo ND	2/12/2015	229,982.44	-	-	-	62,362.63	-	-	-	292,345.07
18 North Terrace N, Fargo ND	4/2/2015	129,698.25	-	-	-	44,688.72	-	-	-	174,386.97
Park East Apartments - 1 2nd St S Fargo, ND	6/23/2015	9,002,442.20	-	-	-	777,704.70	12,709.63	-	-	9,792,856.53
1318 Elm St N, Fargo ND	5/29/2015	229,012.67	-	-	-	44,384.82	-	-	-	273,397.49
724 North River Road, Fargo, ND	6/8/2015	204,457.83	-	-	-	2,295.00	-	-	-	206,752.83
1333 Oak Street N, Fargo, ND	6/24/2015	238,513.23	-	-	-	-	-	-	-	238,513.23
Home Buyouts - Moorhead										
387 170th Ave SW, Moorhead MN	11/1/2013	281,809.91	-	-	1,970.00	-	2,247.01	-	(8,440.00)	277,586.92
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	-	13,006.13	(18,000.00)	-	511,119.99
345 Schnell Dr, Oxbow ND	10/24/2014	478,702.98	-	-	9,925.43	-	1,753.50	-	-	490,381.91
336 Schnell Dr, Oxbow ND	1/29/2015	310,888.51	-	-	-	-	-	-	-	310,888.51
Lots 1-3, Block 1, Babe's Addition - Bartram	5/21/2015	2,698,226.97	-	-	-	-	-	-	-	2,698,226.97
326 Schnell Drive, Oxbow, ND	5/13/2015	130,000.00	-	-	-	-	-	-	-	130,000.00
748 Riverbend Rd / 755 River Bend Rd		-	100,000.00	57,928.00	-	-	-	-	-	157,928.00
752 Riverbend Rd / 768 River Bend Rd		-	143,000.00	75,386.41	-	-	-	-	-	218,386.41
349 Schnell Dr / 761 River Bend Rd	6/26/2015	307,600.00	104,000.00	20,000.00	-	-	33.16	-	-	431,633.16
353 Schnell Dr / 772 River Bend Rd		-	134,000.00	69,313.00	-	-	-	-	-	203,313.00
357 Schnell Dr / 760 River Bend Rd	6/18/2015	469,400.00	114,000.00	20,000.00	-	-	31.05	-	-	603,431.05
361 Schnell Dr / 764 River Bend Rd		-	111,000.00	23,349.00	-	-	-	-	-	134,349.00
749 Riverbend Rd / 433 Trent Jones Dr		-	104,000.00	91,500.00	-	-	-	-	-	195,500.00
334 Schnell Dr / 751 River Bend Rd		-	114,000.00	32,226.00	-	-	-	-	-	146,226.00
350 Schnell Dr / 769 River Bend Rd		-	101,000.00	34,000.00	-	-	-	-	-	135,000.00
829 Riverbend Rd / 788 River Bend Rd		-	-	8,000.00	-	-	-	-	-	8,000.00
Home Buyouts - Hickson										
17495 52nd St SE, Hickson, ND	4/28/2015	785,747.66	-	-	-	-	-	-	-	785,747.66
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

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

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
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 - Gorder	5/13/2014	321,386.00	-	-	-	-	-	(3,786.29)	-	317,599.71
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	-	594,108.00
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	-	-	-	(344,562.23)	359,353.22
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates		39,900.00	-	-	-	-	-	-	-	39,900.00
BNSF Railway Company		18,000.00	-	-	-	-	-	-	-	18,000.00
Total		32,499,460.35	1,025,000.00	431,702.41	267,894.08	1,065,494.27	115,220.23	(381,004.76)	(721,170.10)	34,302,596.48



211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

M E M O

TO: Finance Committee members
FROM: Michael Montplaisir, Chair
Diversion Finance Committee
DATE: October 6, 2015
SUBJECT: U.S. Bank Loan Drawdown Request

=====

For consideration is a drawdown of the final \$25 million from the U.S. Bank loan the City of Fargo took out this spring. As part of the Intergovernmental Agreement between Cass County and the City of Fargo, drawdown requests have to be approved by the Diversion Authority Finance Committee. The Finance Committee approved the drawdown request at its meeting yesterday.

As property purchases and Oxbow and In-Town construction continues, funds will be needed to meet the obligations as they become due. We currently have \$14 million on hand and have \$9.5 million in bills to be paid in the next month.

SUGGESTED MOTION:

Move to approve the drawdown of loan funds from U.S. Bank in the amount of \$25 million to pay for construction and other expenses and forward the attached letter to the Diversion Board of Authority.

FLOOD DIVERSION AUTHORITY



211 9th Street South, P.O. Box 2806, Fargo, ND 58108-2806
Phone 701-241-5600 Fax 701-241-5728

October 8, 2015

Darrell Vanyo, Chairperson
Diversion Board of Authority
211 9th Street South
Fargo ND 58103


Re: Loan Drawdown Request

Dear Chairman Vanyo:

We are requesting a drawdown of the final \$25 million from the U.S. Bank loan the City of Fargo took out this spring. As part of the Intergovernmental Agreement between Cass County and the City of Fargo, drawdown requests have to be approved by the Diversion Authority Finance Committee. The Finance Committee approved the drawdown request at its meeting yesterday.

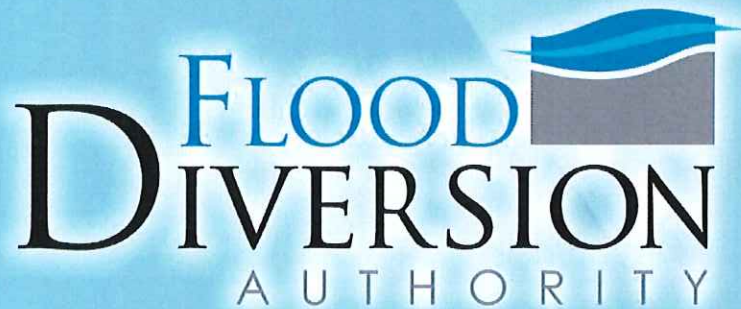
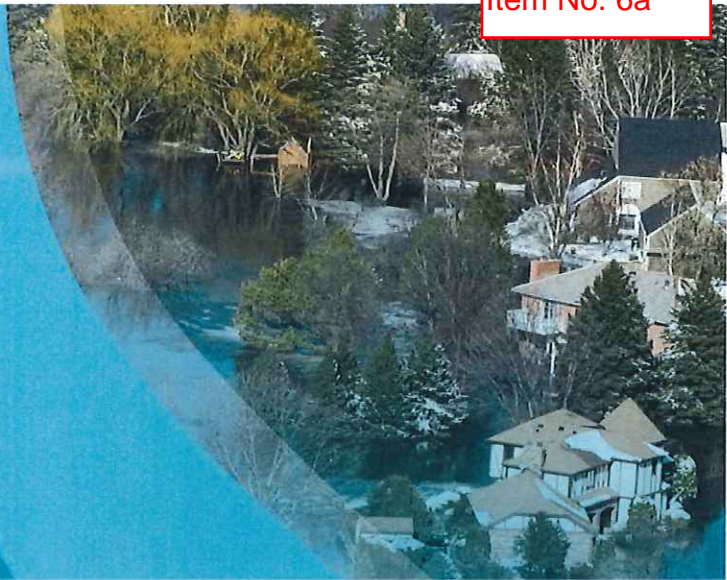
As property purchases and Oxbow and In-Town construction continues, funds will be needed to meet the obligations as they become due. We currently have \$14 million on hand and have \$9.5 million in bills to be paid in the next month.

Sincerely,


Michael Montplaisir
Finance Chairperson
Diversion Board of Authority

SUGGESTED MOTION:

Move to authorize the City Finance Director to initiate a draw request for loan funds from U.S. Bank in the amount of \$25 million to pay for construction and other expenses of the Diversion Board of Authority.



**Requested Details for
Acquisition and Relocation
329 Schnell Drive
Oxbow, ND**

Map of Subject Property

Property Acquisition Summary

FM Area Diversion Project Property Acquisition Summary

Property Owner, Address, and ID:

Single family home of Paul and Nancy Kochmann located at:
329 Schnell Dr, Oxbow ND. OIN#9659

Property Need and Requested Action:

Acquisition of this property is required to accommodate future construction of the OHB Ring Levee project. See attached map. It is requested to authorize execution of a Purchase Agreement and Replacement Housing Agreement (RHA) with the property owner.

Description of Buyout Home:

The buyout home is a single family two story home with 2,808 SQFT finished on the upper levels and 1,134 SQFT of finished space and 380 of unfinished space in the lower level. The home has an attached oversized heated and insulated three car garage, four bedrooms, 2.5 baths, plus a master suite with private bath, walk in closet, Jacuzzi tub and walk in shower. Some upgrades to the home include, hardwood floors, two fireplaces, central vacuum, Bose sound system, solid surface countertops, custom paint, built in appliances, custom cabinets, and upgraded mechanicals, windows, plumbing and light fixtures. The home also has upgraded landscaping with a covered front entry, large deck, irrigation system, and extensive plantings with stone edging.

Description of Replacement Home:

The replacement home is a single family rambler style with 2,285 SQFT finished on the main level and 1,715 SQFT of finished and 570 SQFT of unfinished space on the lower level. This home will have four bedrooms, three bathrooms, plus a master suite with master bath, walk in closet and walk in shower.

The homeowner is choosing to make some Betterments to the new home which are anticipated to total \$24,646.

Compensation 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 Replacement Housing Agreement benefits are based on a reestablishment payment for replacement housing assistance as required per the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646), and contemplated in the Memorandum of Understanding between Oxbow the Diversion Authority and Cass County Joint Water Resource District. In addition, the Replacement Housing Agreement has been developed following the Unit Price approach detailed in the methodology document dated May 7, 2015.

COMPENSATION SUMMARY

329 Schnell Dr
Oxbow, ND

Purchase Agreement			
A.	Offer of Just Compensation (Total Purchase Agreement Amount) - Based on Appraisal		\$ 552,500
Replacement Housing Agreement (RHA)			
B.	Replacement Home Cost		\$ 776,836
C.	House to Home Generally includes: Window Coverings, Interior Paint, Landscaping, Decking, Patio		\$ 102,658
D.	Project Required Costs Generally includes: Driveway Setback, Flood Proof Basement, Buried Propane Tank, Building Permits, Utility Connections, and winter construction costs (if any)		\$ 40,956
E.	Total Replacement Home Cost	B + C + D	\$ 920,450
F.	Total RHA Payment	E - A	\$ 367,950
G.	Contingency	10%	\$ 36,795
H.	Replacement Lot Cost (will be reimbursed to the DA by OJDA)		\$ 130,000
Total RHA w/ Contingency & Lot		F + G + H	\$ 534,745

Total Bid For Replacement Home w/o lot	\$ 945,096
Total Compensation = Purchase Agreement + RHA w/o lot	\$ 920,450
Betterments	\$ 24,646

Action/Recommendation:

Execution of a Purchase Agreement in the amount of \$552,500, plus execution of a Replacement Housing Agreement with estimated payment of \$534,745 which includes 10% contingency and the cost of the replacement lot.

Tax Assessed Value: \$212,800

Assessing entity is the City of Oxbow

Builder Construction Agreement

Exhibit A: Plans / Drawing

Exhibit B: Specifications

Exhibit C: Cost Estimate

KOCHMANN BROTHERS HOMES, INC.
NEW HOME SALES
AND CONSTRUCTION AGREEMENT

This Agreement made this ___ day of May, 2015, between Kochmann Brothers Homes, Inc., whose office address is 3209 Fiechtner Dr S, Fargo, ND 58103, hereinafter called the "Contractor" and Paul F. and Nancy J. Kochmann whose address is 329 Schnell Dr., Oxbow ND 58047, hereinafter called the "Buyer".

- 1. SALE OF DWELLING** Contractor hereby agrees to sell and the Buyer agrees to purchase on the terms and conditions hereinafter set forth on the following described real property Lot 33, Block 3, Oxbow 2nd Addition. Oxbow North Dakota

- 2. PURCHASE PRICE** The base price shall be \$842,438.00, payable in the following manner: Purchase price is house only
 - A. Earnest money \$50,000.00 (fifty thousand dollars) to be paid upon execution of this agreement. Payable to Kochmann Brothers Homes Inc.

All earnest money will be applied toward the purchase price at closing
 - B. Lot shall be deeded to Kochmann Brothers Homes Inc., during the course of construction. Upon full payment by Buyer at closing, Contractor to deed lot to Buyer.
 - C. Contractor shall provide construction financing for project. Contractor to obtain Lien Waivers from suppliers and sub-contractors on all amounts over \$500.00
 - D. The balance of the purchase price, plus extras, minus credits, and change orders is due on the date of closing.
 - E. Buyer shall provide Contractor a Lender pre-approval letter for permanent financing.

- 3. CONSTRUCTION** It is understood that a dwelling will be constructed on the property-described based with a purchase price of \$842,438.00, the dwelling shall consist of a single family home with floor plans and specifications on attached Exhibits A and B. Buyer acknowledges and

understands that the purchase price is based on this floor plan and specifications, and that any changes could result in an increased or decreased price.

5. ALLOWANCES AND SPECIFICATIONS The construction price includes the following allowances:

EXCAVATION	9,500.00
PAPER HOLDERS AND TOWEL BARS	400.00
BATHROOM MIRRORS	750.00
CENTRAL VAC SYSTEM	2,956.00
FRONT DOOR SYSTEM	3,800.00
MISC. ELECTRICAL OUTLETS	600.00
LIGHT FIXTURES	7,600.00

Buyer Acknowledges that the above itemization of allowances provides the maximum amount allowed under this construction price, and that the Buyer is responsible for any amounts in excess of the allowed amounts. Builder will credit buyer for any allowed amounts unused.

EXTERIOR

1. Windows to be Andersen 400 casements, size, location, and operation as shown on plan. Low E4 glass, white exterior/pine interior
2. Sliding Patio door to be Andersen. Satin Nickel hardware. Sliding screen
3. Windows and Patio door to have factory stone hardware
4. 10/12 pitched roof with asphalt Certainteed Landmark 30, 30 year architectural shingles. 30 lb felt, winterguard, valley tin, metal roof edge std. colors. Attic ventilation to be wind turbines
5. Window and door installations to have Tyvek flashing system
6. Cultured Stone veneer on front/side elevations as shown on plan. Cultured Stone front step with all paver top. 1- Address stone

Cultured Stone veneer in family room window well with paver top
7. Rollex, Gentek, or Norandex seamless steel lap and vertical siding. Std. profile and colors

-18" vented aluminum soffit and 8" fascia. Std. colors

-Metal wrap 4 egress windows. Std. colors

-LP Smart Side trim windows, doors, gables and frieze boards as shown on plan. Std. colors

-Aluminum gutters and downspouts. Std. colors

8. 2-16" PermaCast columns to be painted

9. 3'-0" insulated fiberglass front door with sidelights and transom. Clad exterior frame. Note Allowance. Door to be custom stained. Schlage F series handle set with deadbolt

10. 2'-8" garage/house, raised panel fiberglass insulated door with wood exterior frame. Door to be custom painted. Schlage F series keyed lever

11. 3'-0" garage/exterior, raised panel fiberglass insulated door. Clad exterior frame. Door to be custom painted. Schlage F series lever with deadbolt

INTERIOR

12. Areas to be finished:

-Main floor finished complete

-Lower floor (basement) to be finished except the mechanical/storage

13. Flooring

-3/4" Maple Hardwood Flooring – sunroom, kitchen, dining, great room, foyer, and main floor hallways

-Ceramic Tile- Mudroom/laundry, bathrooms, and kitchenette

-Carpet and pad- family room, steps, bedrooms/closets, and exercise room

14. Walls and ceilings to be sheetrocked. All walls and ceilings taped, textured, and painted 1 color with white base. Bullnose corners. Wall and ceiling texture to be light orange peel type

-Drywall cove molding in Sunroom and Master Bedroom

-Roll painting Master Bedroom, sunroom, main living area, and two lower level bedrooms

15. Closet Maid white wire closet shelving with super-slide in the following closets: front entry, front bedroom, lower mech. closet, and mech storage

Closet Maid white solid melamine shelving in the following closets: rear main bedroom, two lower bedrooms, master bedroom, and mudroom/laundry

16. Note Allowance for mirrors

17. Tile Work

-Custom Master Bath tile shower, tile walls to ceiling, 2 4" accent bands, Corian shelves, seat, and threshold.

-Kitchen tile backsplash with accent tile

-Main bath tub tile walls, tile walls to ceiling, 2 Corian shelves

-Upper fireplace tiles

-Lower fireplace tile

18. Millwork/Interior doors

-Alder 2-3/4" and 4-1/4" base

-Alder 2-1/4" and 2-3/4" casing

-Paint grade 3-1/4" casing

-Paint grade 4-1/4" base

-MDF solid core raised panel doors with Alder jamb

-Alder French door system to Exercise Rm., 10 lite clear glass

-Alder, post to post railing system. Alder handrail 6010 or similar, Alder boxed newel posts, Alder Skirt boards, Alder end caps and risers, and metal balusters

-Paint grade coffered ceiling in great room. Beams, tongue and groove and crown molding

-All millwork and doors to be stained, sealed, and varnished.

Note: Some stain colors may require additional labor and or materials for finishing millwork, doors, and cabinets

19. Schlage F series lever door hardware

20. Cabinetry/Countertops. Wood Specialists cabinetry.

Kitchen and Island:

-Ivory cabinets with glazed finish

-Std. lower cabinets

-Upper cabinets to ceiling

-Island cabinet, two level

-Pantry cabinet 108" high

- 10 rollouts
- Spice rack
- Garbage drawer
- Paneled ends and sides
- Granite countertops, Mascarello and Juparana Arandis
- Heated countertop and seating area of island

Dining Room cabinets:

- Alder cabinets
- Base cabinet
- Display cabinet
- Granite countertop, Mascarello and Juparana Arandis

Sunroom columns:

- 9" square paneled columns, ivory with glaze

Great Room:

- Alder cabinets
- 66" tall cabinets
- Open bookcases above cabinets
- Straight ledge mantle

Master Bathroom:

- Alder cabinets
- Vanity base cabinets
- Medicine cabinet
- Linen cabinet 60" high with wood top
- Slide-in linen cabinet
- Burl'd Beach Corian countertop

Main Bath:

- Alder cabinets
- Vanity base cabinet
- Granite countertop, Mascarello and Juparana Arandis

Lower Baths:

- Alder cabinets
- Vanity base cabinets
- Laminate bevel countertops

Lower Hallway:

- Alder cabinet
- Slide-in linen cabinet

Wet Bar:

- Alder cabinets
- Base cabinets
- 42" upper cabinets
- Laminate bevel countertops

Family Room:

- Alder Cabinets
- Base cabinet with upper cabinet
- Open countertop cabinet with wood top
- 3 sided mantle with fluting

Laundry:

- Alder cabinets
- Lower cabinets with 2 trash drawers
- Upper cabinets and open upper cabinet
- Laminate bevel countertops

Locker Cabinet:

- Painted cabinet with glaze
- Base cabinet
- Countertop cabinet
- Bench with 2 drawers
- Open cubbies and board with 6 hooks
- Bead board panels
- Laminate bevel countertops

Contractor is not responsible for variations in grain, color, mineral streaks, or other common defects found in wood used in millwork, cabinets, or flooring.

APPLIANCES

21. Jenn Air stainless steel Kitchen and kitchenette appliances. To include delivery and installation

INSULATION

22. House Ceiling - R-50 Blown Fiberglass with poly
23. House 2x6 walls - R-19 Fiberglass friction fit insulation with poly
24. 2x4 lower level furring walls R-11 Fiberglass friction fit insulation with poly
25. 3" sprayed polyurethane foam at rim joists and lower level stairway exterior wall
26. Sound insulate great room/bedroom wall and master/sunroom-dining wall

LIGHTING/ELECTRICAL

27. See Electrical Specs. Also see Electrical Specs for lighting included. (recessed lights, undercabinet lights ect.) Note Allowance for other light fixtures
28. Door chime with button are to be included with lighting allowance
29. Audio
 - Lower Level- Sonos sound bar and subwoofer
 - Great Room- Sonos sound bar and subwoofer
 - Kitchen- Sonos play 1
 - Master Bath- Sonos Play 1
 - Install Garage TV

MECHANICAL

30. See Mechanical Specs
31. Fireplaces
 - Main floor, Kozy Heat TRF fireplace. Remote control, fan kit, and black front
 - Sunroom- Kozy Heat Nicolett. Remote control, fan kit, and black front
 - Lower floor, Kozy Heat TRF fireplace. Remote control, fan kit, and black front. Note allowance for fireplace surround/mantle
32. 500 gallon propane tank buried, filled, and hooked up

PLUMBING

33. See Plumbing Specs
34. Note allowance for Paper holders and Towel Bars
35. Magic Water, water softener and reverse osmosis system. Includes pump and RO faucet at kitchen sink

GARAGE

36. CHI Recessed Panel 2294 garage doors, 3-10'x8' insulated steel doors, steel both sides. Standard colors
37. 3 Liftmaster garage door openers with 3 remotes and 1 keypad
38. Ceiling to be insulated R-30 blown fiberglass with chutes, blocks, and poly. Wall to be insulated R-19 with poly

39. Garage to be sheetrocked. 5/8" on walls and ceiling. Walls and ceiling to be taped, textured, and painted
40. Maint. Free decking to main floor of house with aluminum railing
41. Case garage windows and doors, with standard casing
42. Garage Shelves, white wire shelving
43. Garage cabinetry, frameless London grey melamine cabinets. Stainless steel legs, with post form laminate countertop

SITE

44. Strip topsoil, excavation, back-fill, and rough grade. Note Excavating Allowance
45. Deck 19'x10' with steps, maint. free deck with bench and planter. 6 mil poly and rock below the deck and step
46. Landscaping, seeding, sod, final grading, patio, retaining walls, extra fill or black dirt not included

Buyer is aware that existing lot/soil conditions and elevations beyond the control of the contractor can affect excavation and concrete costs

FOUNDATION/FLAT CONCRETE

47. Foundation to be built to Flood Proof specifications. Elevation and Flood Proofing Certificates will be provided to Buyer
 48. 20"x 10" concrete footings with two courses of #4 rebar around building perimeter. Garage footings to be 18"x 10" with two courses of continuous #4 rebar. Interior bearing footings 18"x10" with two courses of continuous #4 rebar. 4" drain tile on inside and outside of footings
 49. Poured concrete walls house, 8"x8'. Four courses of #4 rebar horizontally and #4 rebar 18" on center vertically. Poured concrete garage and stoop walls, 8"x6'. Two courses of #4 rebar horizontally and #4 rebar 48" on center vertically
- House concrete foundation wall exteriors to have spray on waterproofing
 - 3 Concrete window wells, two small wells to have brick stamp
 - Window wells filled with rock
 - 2-Metal window well ladders
50. 4" deep concrete basement floor, reinforced #4 rebar 2' on center each way. 6 mil poly below floor. 10" pearock below concrete

51. Garage to have 4" deep concrete with #4 rebar 2' on center each way
52. Front step base slab, 4" deep concrete with #4 rebar 2' on center each way
53. Sidewalk from driveway to front steps. Outer edges recessed for pavers
54. Driveway 4" deep concrete with #4 rebar 2' on center each way, per Site Plan. Outer edges recessed for pavers
55. 8'-6", 6" City Spec Approach with 3' flares
56. 4'x16' rear garage slab. 4" deep concrete with #4 rebar 2' on center each way
57. Contractor not responsible for stress cracks commonly found in flat concrete work

STRUCTURAL DATA

58. Exterior walls to be 2"x 6", 16" on center with 1-7/16" ZIP R6 sheathing. Garage walls to be 2"x4", 16" on center with 7/16" Zip sheathing. All Zip sheathing seams and corners to be taped
59. Interior walls to be 2"x 4", 16" on center. Basement bearing walls and furring walls to be 2"x4", 16" on center. LSL stair stringers
60. Framing material #2 and better S.P.F.
61. Energy roof trusses 24" on center with 7/16" OSB sheathing. 9' and 8' walls on main floor. 10'-0" raised ceiling in Great Room
62. Engineered web floor trusses 18" deep @ 19.2" on center
63. 3/4" Tongue & groove, plywood floor decking. Screwed or ring shanked and glued
64. Drywall. Main Floor -1/2" sheetrock on walls and ceilings to be 5/8" Lower floor 1/2" sheetrock on walls and ceilings

GENERAL

65. Disposal of all construction debris. Final and window cleaning
66. EPA compliance
67. Interior Designer for construction related selections

- 68. Insurance on home until closing
- 69. Utility costs on home until closing
- 70. Portable Toilet for Construction Use
- 71. Building permit fees are not included in the contract

6. ADDITIONS, MODIFICATIONS, DELETIONS AND CHANGES

The Contractor shall be notified by the Buyer of any deletions, changes, or additions to the plans and specifications. The Contractor shall furnish the buyer the added cost or credit resulting from these changes. A Change Order will be executed between the Buyer and Contractor authorizing these changes. Contractor is not bound by any changes for work of subcontractors or suppliers unless the Contractor agrees to the change in writing. Contractor will assess a \$0 administration fee for each Change Order. Contractor reserves the right to add time to the possession date resulting from a change order made by the buyer. Contractor reserves the right to require payment of all change orders upon execution of an agreement. All funds of additions, modifications, deletions, and change orders will be included in the final statement.

7. WARRANTY

Definitions:

- 1.) "Building standards" means the structural, mechanical, electrical, and quality standards of the home building industry for the geographic area in which the dwelling is situated and according to local building codes.
- 2.) "Dwelling" means a new building, not previously occupied, constructed for the purpose of habitation; but does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for structural stability of the dwelling, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.
- 3.) "Initial Homeowner" means a person who first contracts to purchase a dwelling from Kochmann Brothers Homes Inc., for the purpose of habitation and not for resale.
- 4.) "Major Construction Defect" means actual damage to the load-bearing portion of the dwelling, including damage due to subsidence, expansion or lateral movement of the soil, which affects the load-bearing function and which vitally affects or is imminently likely to

vitaly affect use of the dwelling for residential purposes. "Major Construction Defect" does not include damage due to movement of the soil caused by flood, earthquake, excessive rains, drought, natural disasters, or normal ground movements within tolerances for the geographic area in which the dwelling is situated.

5.) "Homeowner" or "Buyer" means any purchaser of a dwelling and includes the initial vendee and any subsequent purchasers.

6.) "Vendor" or "Contractor" means Kochmann Brothers Homes Inc.

Warranty Date:

"Warranty date" means the date of the initial Homeowner's first occupancy of the dwelling; or, the date on which the initial vendee takes legal or equitable title in the dwelling.

Statutory Warranties:

Kochmann Brothers Homes Inc. shall for the sale of a completed dwelling, and in every contract for the sale of a dwelling to be completed, warrant to the Homeowner that:

- 1.) During the one year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards.
- 2.) During the two year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems installed by or at the direction of the vendor.
- 3.) During the ten year period from and after the warranty date, the dwelling shall be free from major construction defects.
- 4.) The above statutory warranties shall survive the passing of legal or equitable title in the dwelling to the Homeowner.

Product Suppliers or Implied Warranties By Others:

It is understood that Kochmann Brothers Homes Inc. warrants to the Homeowner only within the scope of this written warranty and its term and conditions. Any extended warranties by product suppliers or implied warranties by others outside of the scope of this written warranty, shall be the sole responsibility of the Homeowner to pursue with the proported warrantor for any remedy or remuneration.

Exclusions:

This warranty is limited to the specific items set forth within and does not extend to the following:

A) Loss or damage not reported by the buyer to the contractor in writing within six months after the buyer discovers or should have discovered the loss or damage.

B) Loss or damage caused by defects in design, installation, or material which the buyer supplied, installed, or directed to be installed.

C) Loss or damage from normal wear and tear.

D) Loss or damage from normal shrinkage caused by drying of the dwelling within tolerances of building standards.

E) Loss or damage from negligence, improper maintenance or alteration of the dwelling by parties other than the contractor.

F) Loss or damage from failure to maintain the dwelling in good repair.

G) Accidental loss or damage usually described as acts of God, including but not limited to: fire, explosion, smoke, water escape, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood and earthquake, except when the loss or damage is caused by failure to comply with building standards.

H) Loss or damage from soil movement which is compensated by legislation or covered by insurance.

I) Loss or damage from changes in grading of the ground around dwelling by parties other than the contractor.

J) Landscaping or insect loss or damage.

K) Loss or damage in which the Homeowner, has not taken timely action to minimize.

L) Loss or damage which occurs after the dwelling is no longer used as a residence or is not occupied.

M) Loss or damage from dampness and condensation due to insufficient ventilation after occupancy.

N) Secondary loss or damage such as personal injury or property damage.

0) Loss or damage due to soil conditions where construction is done upon land owned by the buyer and obtained by the buyer from a source independent of the contractor.

P) In the case of nail/screw pops on walls or ceilings, contractor does not guarantee that paint will match when pops are repaired and repainted. Contractor will not repaint entire wall or ceiling.

Remedies:

Kochmann Brothers Homes Inc. shall be given a reasonable length of time to remedy any defects or damages covered by this warranty. In the event that the defect or damages covered by this warranty are not corrected the vendee shall be limited to:

A) The amount necessary to remedy the defect or breach; or

B) The difference between the value of the dwelling without the defect and the value of the dwelling with the defect.

Prior to any remedy being done by parties other than Kochmann Brothers Homes Inc., a written estimate must be mailed to the vendor.

ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE UNDER THE UCC ARE HEREBY DISCLAIMED AND EXCLUDED. IN THAT REGARD, HOMEOWNER HEREBY PURCHASES THE HOUSE "AS IS" AND "WITH ALL FAULTS". THE ONLY WARRANTY PROVIDED SHALL BE AS SET FORTH IN THE CONTRACT BETWEEN THE PARTIES. THIS EXCLUSION OF WARRANTIES PROVISION SHALL ALSO APPLY TO ANY WARRANTY OF FITNESS FOR THE PURPOSE CREATED BY THE NORTH DAKOTA SUPREME COURT IN DOBLER V. MALLOY.

8. **POSSESSION** The Contractor agrees to substantially complete his part of this agreement on or before _____, 2016 except for delay caused by strikes, inclement weather, acts of God, unavailability of materials or other causes beyond the control of the Contractor.

9. **RISKS/INSURANCE** The Contractor agrees during construction to carry public liability, builder's risk, fire, and extended coverage insurance. Buyer agrees to furnish fire and extended coverage insurance satisfactory to the Lender upon completion of construction or Buyer's possession of the house, whichever is earlier.

Flood Insurance, if required by Contractors construction lender will be an additional cost charged to Buyer. Upon completion of project, Flood Insurance policy will be transferred to Buyer.

10. **CONVEYANCE-** At closing

11. HOME OPERATING COSTS Contractor to pay for utility usage during construction. Buyer to switch utilities into their name effective at date of closing or possession. Buyer to have home owners insurance on home effective on the date of closing or possession. Contractor makes no representation as to the future utility costs or insurance costs of the home. Utility costs include but not limited to electricity, gas, propane, water, sewer, septic, tv, telephone, and internet. Buyer is urged to obtain independent information in this regard.

12. TAXES AND SPECIAL ASSESSMENTS Contractor does not pay for any taxes or specials installments.

Contractor makes no representation as to the amount of future real estate taxes and special assessments on the property and the Buyer is urged to obtain independent information in that regard.

12.1 FEES Contractor does not pay park, mailbox, water, association or other fees associated with property.

13. PENALTIES

CLOSING-Buyer will be liable for a \$50.00 per day penalty for each day that the Buyer fails to close after Contractor has substantially completed construction of the dwelling. That penalty shall be added to the purchase price and paid at closing. This is in addition to any carrying costs that Contractor incurs if Buyer delays the closing date.

14. HIRING OF SUBCONTRACTORS AND SUPPLIERS Contractor reserves the exclusive right to hire all subcontractors and suppliers for the construction of this dwelling. Contractor is not bound by any change orders effected between the Buyer and subcontractors or suppliers unless Contractor has agreed to those changes in writing.

15. TERMINATION OF CONTRACT

A. Contractor may terminate contract if any contingencies are not removed within 60 days after the date of this contract

B. Contractor reserves the right to immediately terminate all construction work and leave the project if any of the following shall occur:

1. Buyer refuses to sign written change orders.

2. Buyer fails to cooperate with decisions of the Contractor, or Buyer fails to make decisions regarding construction in a timely manner.

3. Any amounts owed to Contractor under this agreement have not been paid, or if Contractor reasonably believes that Buyer will not have access to funds or financing to meet all payment obligations under this contract.

In the event Contractor terminates this contract and leaves the project, Buyer nevertheless will be liable to Contractor for all work completed up to the time work is stopped and for all losses sustained by Contractor for materials, machinery, equipment, tools, overhead, lost profits, labor, soft costs, and damages.

16. ATTORNEY'S FEES If Contractor is required to retain an attorney to enforce any provisions of this contract, Buyer agrees to pay Contractor's reasonable attorneys fees, costs, and disbursements, in the event Contractor prevails.

17. ARBITRATION Should any dispute arise between the parties under this contract, the dispute shall be settled by binding arbitration. The parties shall agree upon an arbitrator who shall be well versed either in law or in the construction industry. Should the parties not be able to agree upon and arbitrator, then they each shall select an arbitrator and the two arbitrators shall select the third arbitrator. The normal rules of discovery shall apply, except that each party shall complete discovery within 180 days after the arbitrator(s) has been selected. In the event additional time is needed for discovery, both parties shall be bound by any arbitrator decision in regard to the discovery time period. The arbitration shall be conducted in Fargo, North Dakota. The parties shall split the cost and fees of the arbitrator. Any arbitration decision is binding on both parties and either party may confirm arbitration award pursuant to the law of the state where the project is located. Notwithstanding the above, any party filing a mechanic's lien pursuant to monies owed under the contract shall be entitled to proceed under the mechanic's lien laws of the governing state.

18. ENTIRE AGREEMENT There are no oral agreements between the parties. This agreement contains the entire agreement between the parties. No changes to the agreement shall be made unless signed in writing between the parties. This contract may not be assigned by the Buyer without the Contractor's prior written consent.

19. FEDERAL LAW THE BUYER IS ADVISED THAT IF THE PROJECT INVOLVES THE BUYER'S HOMESTEAD, FEDERAL LAW ALLOWS THE BUYER TO TERMINATE THIS CONTRACT FOR ANY REASON WITHIN THREE DAYS AFTER SIGNING IT.

20. NOTICES/ADDENDUMS/EXHIBITS.

-Urea formaldehyde and Mold notice attached.

-Exhibits A and B attached.

-All above notices, addendums, attachments, and exhibits are all part of this contract.

21. THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY AND UNDERSTAND IT BEFORE YOU SIGN IT. CONSULT YOUR ATTORNEY IF YOU HAVE ANY QUESTIONS.

BUYER

DATE ACCEPTED _____

SELLER

Kochmann Brothers Homes Inc.

By _____

Its _____

UREA FORMALDEHYDE NOTICE

IMPORTANT HEALTH NOTICE.

SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING MATERIALS) EMIT FORMALDEHYDE EXPOSURE. EYE, NOSE, THROAT IRRITATION, HEADACHE, NAUSEA AND A VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PEOPLE AND YOUNG CHILDREN, AS WELL AS ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO FORMALDEHYDE.

REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN A HOME IS LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND OTHER INDOOR AIR CONTAMINANTS.

IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR DOCTOR OR LOCAL HEALTH DEPARTMENT.

NOTICE, DISCLOSURE, AND DISCLAIMER

WHAT HOMEOWNERS SHOULD KNOW ABOUT MOLD

Mold. Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the decomposition of plant and other organic material. It spreads by means of microscopic spores borne in the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in a home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood, and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 deg. F and 100 deg. F. Finally mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Consequences of mold. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat, and headache. Individuals with suppressed immune systems may risk infection. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problem that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

What the Homeowner can do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize and possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soils). Furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.

2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keeping the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening windows, using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

DISCLAIMER AND WAIVER

Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to things that we can control. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period of one year. We, the builder will not be responsible for any damages caused by mold, or by some other agent, that may associated with defects in our construction, to include but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health affects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, and implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

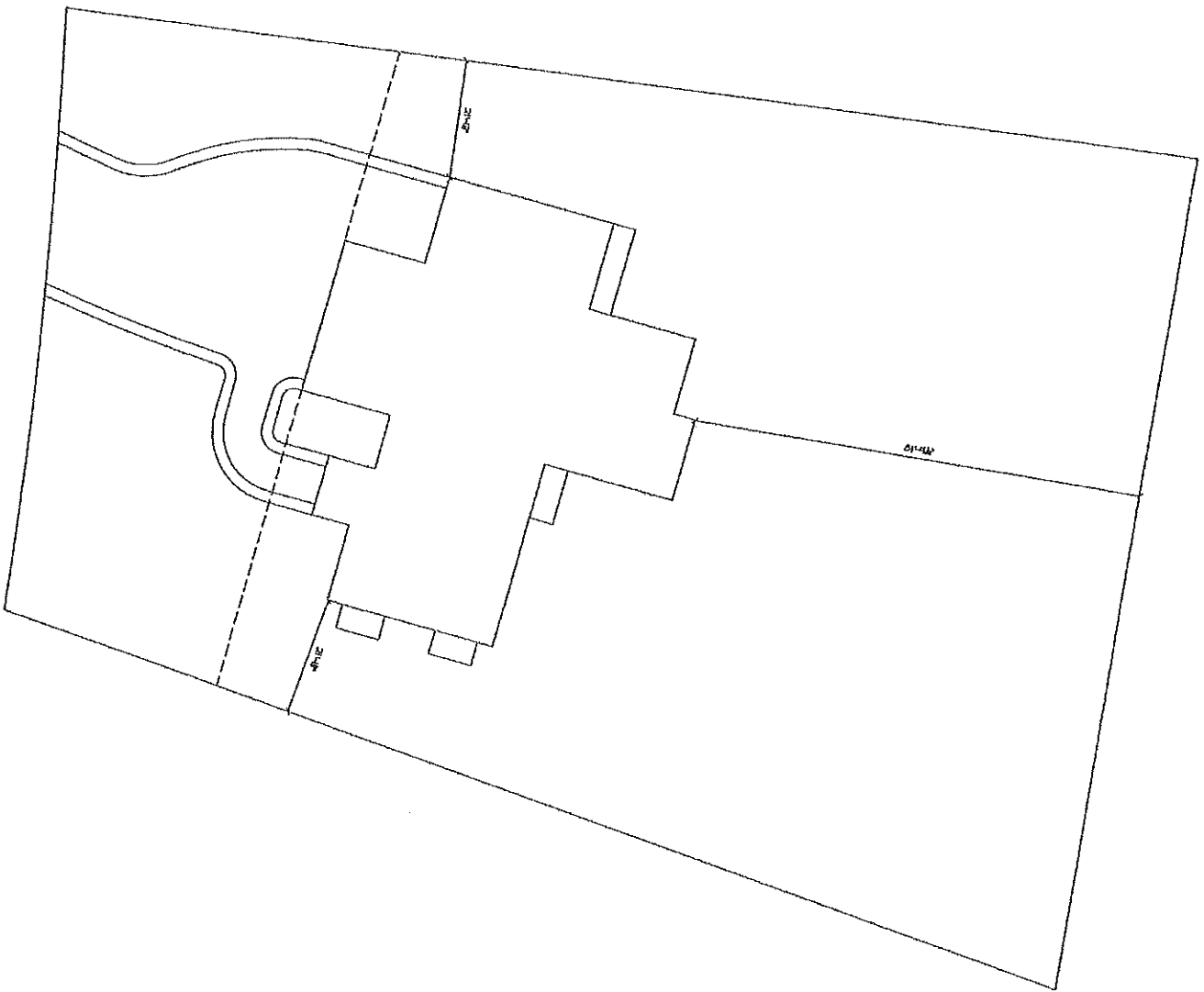
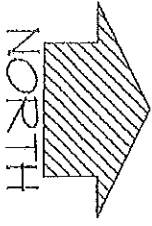
This notice, disclosure and disclaimer agreement is hereby appended to and made part of the contract of sale. The consideration for this agreement shall be the same consideration as stated in the contract of sale. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction use, the remainder of this agreement shall nonetheless stand in full force and effect.

I acknowledge receipt of this notice, disclosure and disclaimer. I have carefully read and reviewed its terms, and agree to its provisions.

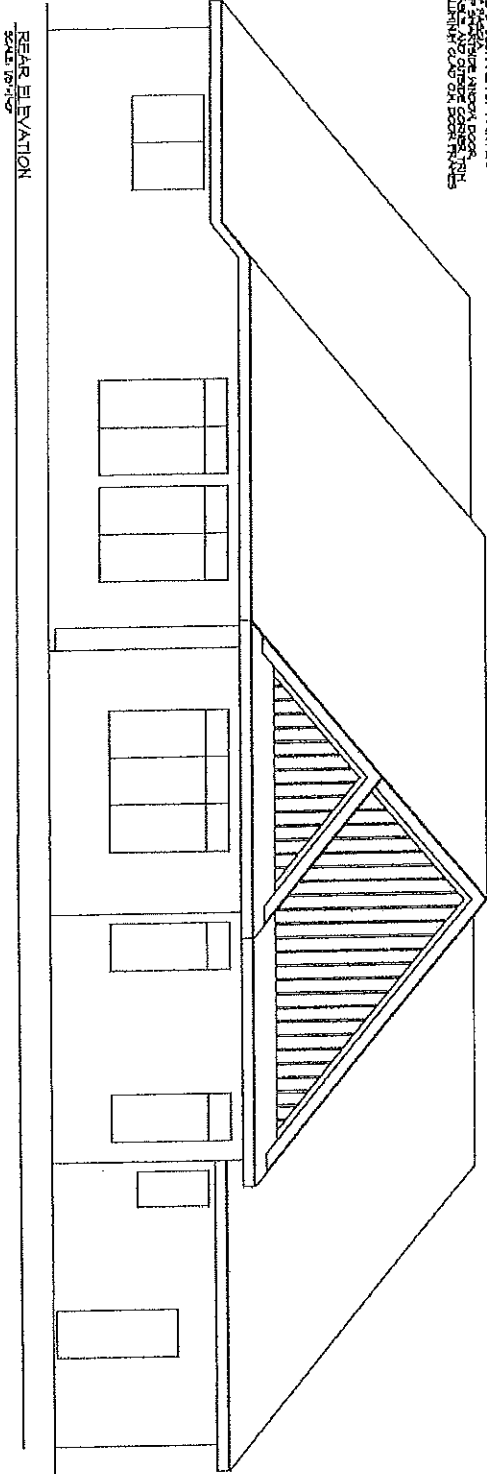
EXHIBIT A PLANS

SITE PLAN
ELEVATIONS
FLOOR PLANS

SITE PLAN
SCALE: 1"=10'

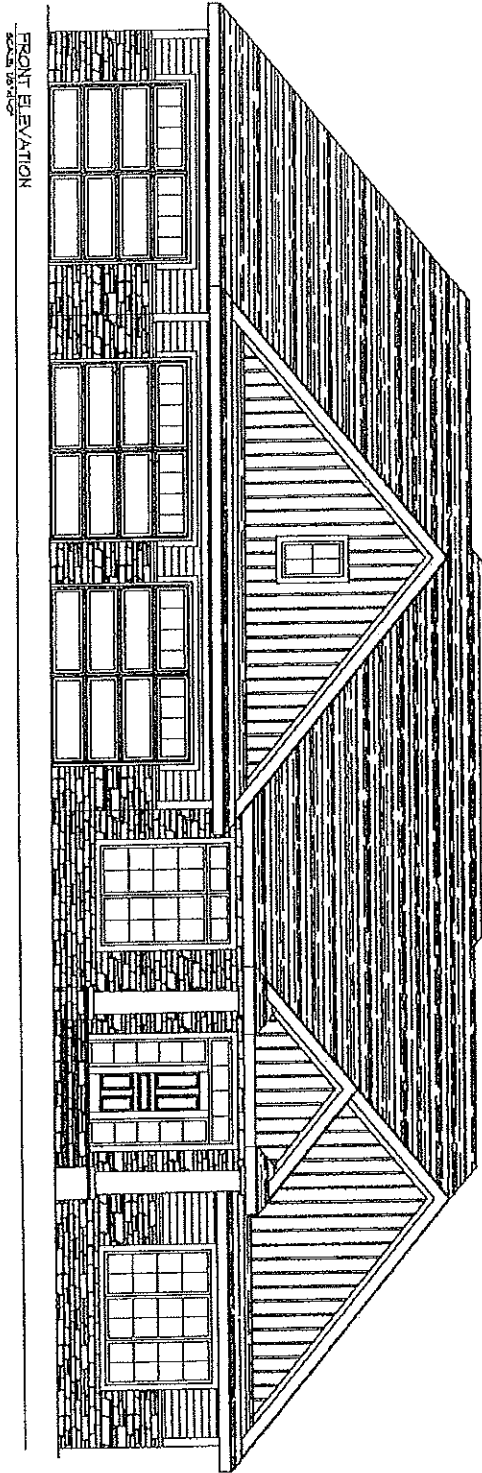


PAUL AND NANCY KOCHMANN, OXBOW ND



REAR ELEVATION
SCALE 1/8" = 1'-0"

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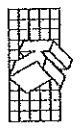
FRONT ELEVATION
SCALE 1/8" = 1'-0"

KOCHMANN BROTHERS HOMES INC.

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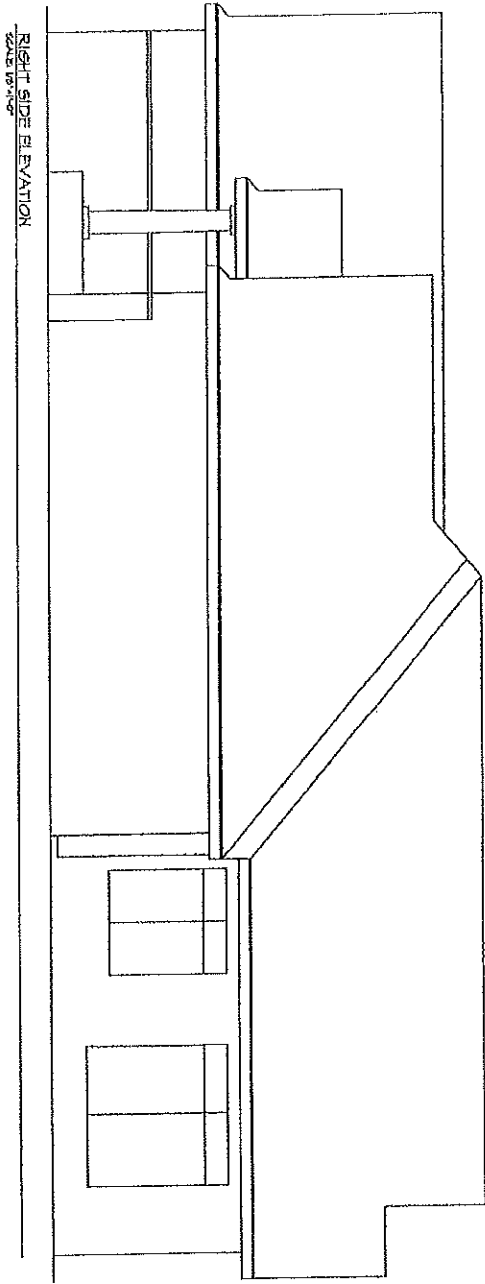
PAUL & NANCY KOCHMANN
OSBOW, ND

DRAWN BY: DARRICK G.
DATE: 2-9-15

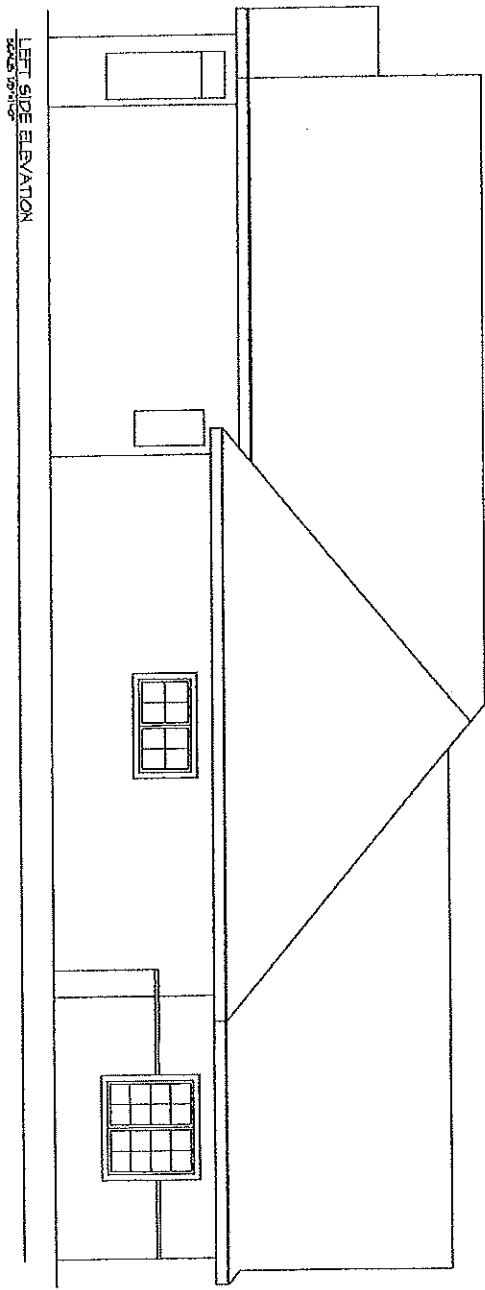


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OF



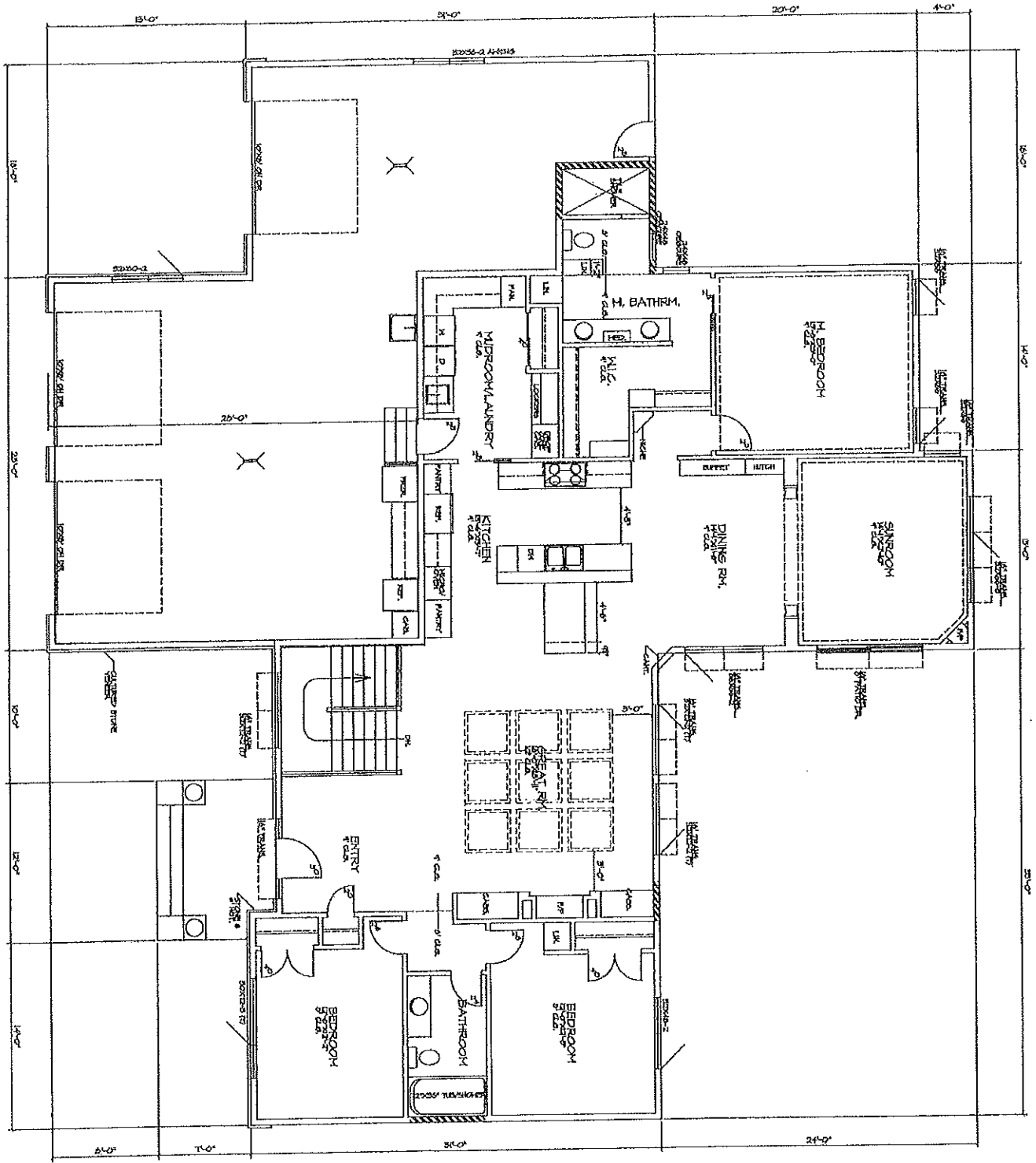
RIGHT SIDE ELEVATION
SCALE 1/8" = 1'-0"



LEFT SIDE ELEVATION
SCALE 1/8" = 1'-0"

<p>PAGE OF</p>	<h1>KOCHMANN BROTHERS HOMES INC.</h1>	
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MAIN FLOOR PLAN- 2285 SF



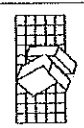
KOCHMANN BROTHERS HOMES INC.

PAGE
OF

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PAUL & NANCY KOCHMANN
 OXBOW, ND

DRAWN BY: DARRICK G.
 DATE: 2-9-15



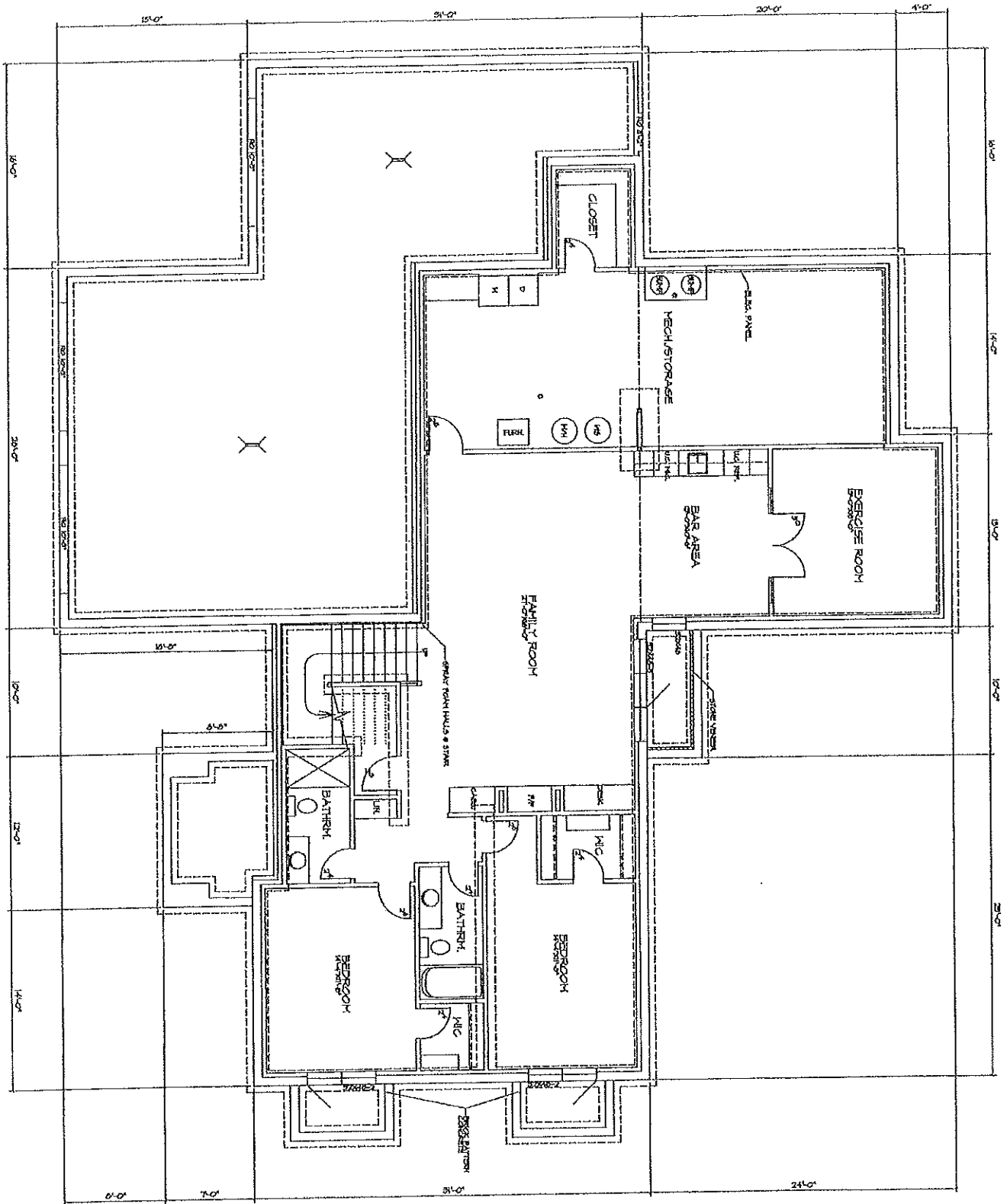


EXHIBIT B SPECIFICATIONS
PLUMBING
MECHANICAL
ELECTRICAL

Proposal By

Licensed
Bonded & Insured
Workers Compensation



Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To: Kochmann Brothers	Cell phone:	Fax number:	Refer Code
Street 3209 Kiechtner Dr	Job Name Paul Kochmann		
City, State, Zip Code Fargo, ND 58103	Job Location Oxbow, ND		

We propose the following:

-Install plumbing for a 4 bath finished home. Laneys will provide and install the following:

KITCHEN:

1- Blanco B441315 33 x 19 undermount sink

1- Blanco B441332 basket strainer

1- Blanco B441324 disposal flange

1- Badger 5 garbage disposal

1- Brizo D64025LFRB faucet w/ pull down spray

1- Brizo DRP75675RB soap dispenser

1- Ice maker line to fridge

1- Dishwasher installation

MAIN FLOOR LAUNDRY:

1- Washer box rough-in

1- Mustee M11 20 x 17 drop in sink

1- American standard A4175300002 pull out faucet

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

dollars \$ _____

Payment Terms/Conditions

Work can be scheduled with a \$ _____ down payment, payment due upon completion.

Cash/Check. Credit Card. VISA Master Card Discover.

Credit Card # _____ Expiration: _____

FINANCING:

Xcel Energy Cass County Electric Bryant Lennox State Bank Other

PAYMENT DUE UPON COMPLETION. All payments not made when due will bear interest at eighteen (18) per annum. If payments are not made when due, you will also be responsible for all costs of collection, including reasonable attorney's fees. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Laney's Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above.

Signature _____ Date _____

Proposal By

Licensed
Bonded & Insured
Workers Compensation



Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

We propose the following:

MASTER BATHROOM:

- 1- Custom shower drain
- 1- Kohler K304 shower valve
- 1- Kohler KT13134-4B-CP shower trim
- 2- Kohler K2355-0 archer undermount lavs
- 2- Brizo D65305LFPCLHP baliza chrome widespread lav faucets
- 2- Brizo DHL505 chrome faucet handle kits
- 1- Kohler K4199 elongated comfort height toilet w/ seat

MAIN FLOOR GUEST BATH:

- 1- Kohler K1124-RA-0 72 x 36 whirlpool tub
- 1- Kohler K7272-cp chrome whirlpool slotted tub drain
- 1- Kohler K304 tub/shower valve
- 1- Kohler KT395-4 chrome tub/shower trim
- 1- Kohler K2210-0 caxton undermount sink
- 1- American Standard A7440801002 chrome widespread lav faucet
- 1- Kohler K4198 wellworth elongated toilet w/ seat

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: _____ dollars \$ _____

Payment Terms/Conditions: Work can be scheduled with a \$ _____ down payment, payment due upon completion.

- Cash/Check
 Credit Card
 VISA
 Master Card
 Discover.
 Credit Card # _____ Expiration: _____

FINANCING:

- Xcel Energy
 Cass County Electric
 Bryant
 Lennox
 State Bank
 Other

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Laney's Signature _____
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Signature _____ Date _____

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Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

We propose the following:

BASEMENT BATH:

- 1- Aquatic 2603sg tub/shower
- 1- Kohler K304 tub/shower valve
- 1- Kohler KT98006-4 chrome tub/shower trim
- 1- Chrome lift and turn tub drain
- 1-Kohler K2196-1-0 pennington lav
- 1- Price pfister PF042JDCC chrome lav faucet
- 1- Kohler K4198 wellworth elongated toilet w/ seat

3/4 LOWER BATH:

- 1- Aquatic 1603sg shower

-CONTINUED ON NEXT PAGE.....

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: _____ dollars \$ _____

Payment Terms/Conditions: Work can be scheduled with a \$ _____ down payment, payment due upon completion.

Cash/Check. Credit Card. VISA Master Card Discover.

Credit Card # _____ Expiration: _____

FINANCING:

Xcel Energy Cass County Electric Bryant Lennox State Bank Other

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Lancy's Signature _____
Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature _____ Date _____

Proposal By

Licensed
Bonded & Insured
Workers Compensation



Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

- We propose the following:**
- 3/4 LOWER BATH CONTINUED.....**
- 1- Kohler K304 shower valve
 - 1- Kohler KT98008-4 chrome shower trim
 - 1- Shower drain
 - 1- Kohler K2196-1-0 pennington lav
 - 1- Price pfister PF042JDCC chrome lav faucet
 - 1- Kohler K4198 wellworth elongated toilet w/ seat

MECHANICAL / GARAGE:

- 2- Garage drainss
- 2- Floor drains
- 2- Sump pits
- 1- Zoeller 1/3hp sump pump
- 1- Pro series PHCC1730 battery backup sump pump
- 2- Outside wall hydrants
- 1- Mustee 18f floor mount laundry tub

-CONTINUED ON NEXT PAGE.....

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:
dollars \$ _____

Payment Terms/Conditions: Work can be scheduled with a \$ _____ down payment, payment due upon completion.

Cash/Check. Credit Card. VISA Master Card Discover.

Credit Card # _____ Expiration: _____

FINANCING:

- Xcel Energy Cass County Electric Bryant Lennox State Bank Other

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Laney's Signature _____

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Signature _____ Date _____

Proposal By

Licensed
Bonded & Insured
Workers Compensation



Box 2562 - Fargo, North Dakota 58108
Phone (701) 237-0543 Fax (701) 280-2496

Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

We propose the following:

MECHANICAL // GARAGE CONTINUED.....

- 1- Kohler K11935 chrome laundry tub faucet
- 1- Marathon 105 gallon electric water heater
- 1- Slice gate
- 1- Backwater valve
- 1- Sump by-pass
- 1- Irrigation line rough-in w/ vacuum breaker
- 1- 2 gallon expansion tank
- 1- Radon mitigation system
- 1- Water softener and RO rough-in

-Sewer and water up to 60' and or 8 hours labor by Laneys. Excavation and backfill of sand by others.

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:
Twenty seven thousand two hundred sixty and 00/100 dollars \$ **27,260.00**

Payment Terms/Conditions: Work can be scheduled with a \$ _____ down payment, payment due upon completion.

- Cash/Check.
 Credit Card.
 VISA
 Master Card
 Discover.
 Credit Card # _____ Expiration: _____

FINANCING:

- Xcel Energy
 Cass County Electric
 Bryant
 Lennox
 State Bank
 Other

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Brian Olson

Laney's Signature _____
Note: This proposal may be withdrawn by us if not accepted within 30 days.

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Bonded & Insured
Workers Compensation



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Date:	4/16/15
Home Phone:	
Work Phone:	

Proposed To:	Kochmann Brothers	Cell phone:		Fax number:		Refer Code	
Street	3209 Fiechtner Dr	Job Name	Paul Kochmann				
City, State, Zip Code	Fargo, ND 58103	Job Location	Oxbow, ND				

We propose the following:

ALTERNATE:

BAR:

-Rough-in plumbing for bar sink. Supply and install the following:

1- Thompson traders TKPU1715BRN hammer nickel bar sink

1- Kohler K297-CP simplice pull down faucet

1- Pro flo basket strainer

Add: \$965.00

MECHANICAL:

-Add laing recirculating pump w/ timer

Add: \$695.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

dollars \$ _____

Payment Terms/Conditions:

Work can be scheduled with a \$ _____ down payment, payment due upon completion.

Cash/Check. Credit Card. VISA Master Card Discover.

Credit Card # _____ Expiration: _____

FINANCING:

Xcel Energy Cass County Electric Bryant Lennox State Bank Other

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Laney's Signature _____

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Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above.

Signature _____ Date _____

**MECHANICAL SPECS FOR PAUL AND NANCY KOCHMANN RESIDENCE
OXBOW, ND**

HEATING AND COOLING:

- CARRIER INFINITY 97% EFFICIENT FURNACE, 59MN7A080V21-20
- CARRIER ZONED SYSTEM
- CARRIER INFINITY HEAT PUMP/AIR CONDITIONER, 17.5 SEER, 25VNAO48A003
- INFINITY TOUCH WI-FI THERMOSTAT
- SUPPLIES AND RETURNS FOR MAIN AND LOWER FLOORS
- 1-HIGH EFFICIENCY MEDIA FILTER

OTHER:

- 2-VENTING FOR DRYER
- CARRIER HUMIDIFIER WITH AUTOTRAC
- 4-BROAN BATH FANS QTXE80
- GAS LINE FOR GENERATOR
- GAS LINE FOR GRILL W/ CONNECTOR
- GAS LINE FOR COOKTOP
- VENT RANGE HOOD

**ELECTRICAL SPECS FOR PAUL AND NANCY KOCHMANN
RESIDENCE, OXBOW ND**

1-200 AMP PANEL

-INTERIOR AND EXTERIOR OUTLETS BY CODE

-FURNISH AND INSTALL SMOKE DETECTORS CARBON
MONOXIDE/SMOKE DETECTORS BY CODE

1-WIRE DOOR CHIME

1-10 KW GARAGE HEATER

1-WIRE FURNACE AND AIR CONDITIONER

1-WATER HEATER WIRING

1-HUMIDIFIER WIRING

2-DRYER OUTLET

2-WASHER OUTLET

-WIRE APPLIANCES

-WIRE CENTRAL VAC

23-INTERIOR RECESSED LIGHTS MAIN FLOOR (4 LED)

21-INTERIOR RECESSED LIGHTS IN BASEMENT (2 LED)

2-LED CLOSET DISK LIGHTS

-WIRE KITCHEN AND BAR UNDERCABINET LIGHTS

-WIRE DESK UNDERCABINET LIGHT

4-LED STEP LIGHTS

5-PUCK LIGHTS

-DECORA SWITCHES

6-DIMMERS

-SWITCHES, OUTLETS, AND PLATES TO BE STD. COLORS

-HANG LIGHT FIXTURES

EXHIBIT C
COST ESTIMATE

CONSTRUCTION ESTIMATE / JOB COSTS

KOCHMANN BROTHERS HOMES INC.

PROJECT: **BEVER PAUL AND NANCY KOCHMANN**
 LOCATION: **FOUR BRGAL**
 ESTIMATOR: **DARRICK**
 DATE: **5/2/05**

TAKE-OFF
 HOUSE SQUARE FOOTAGE: **0**
 GARAGE SQUARE FOOTAGE: **0**
 VALUE: **0**

DESCRIPTION	SUBCONTRACT	ESTIMATE	DRAW 1	DRAW 2	DRAW 3	DRAW 4	VARIANCE
**NOTE BOLD ITEMS IN DESCRIPTION ARE BETTERMENTS							
INDIRECT COSTS							
EPA COMPLIANCE	STANTEC/KBH	500					500
DESIGNER FEE	DESIGN DIRECTION	1800					1800
REPRODUCTION FEES	APPLIED ENG	500					500
CONSTRUCTION							
EXCAVATION	RED RIVER	9500					9500
SAND & GRAVEL	AGGREGATE IND.	46700					46700
CONCRETE FOUNDATION/FLAT	CAMRUD-FOSS	56410					56410
GARAGE STEP & RAILING	PREMIUM DECKS	1400					1400
WINDOW WELL LADDERS	TRUE NORTH	200					200
FRAMING LABOR	KLEIN	25600					25600
LUMBER	CRANE JOHNSON	26650					26650
MISC MAT'L/LABOR	MISC	4500					4500
SHINGLES, ROOF EDGE, VENT	CRANE JOHNSON	11615					11615
FLOOR TRUSSES	NTS	6500					6500
ROOF TRUSSES	NTS	16000					16000
WINDOWS-ANDERSEN	CRANE JOHNSON	20000					20000
FRONT DOOR-ALLOWANCE	CRANE JOHNSON	3800					3800
EXT. DOORS	CRANE JOHNSON	785					785
EXTERIOR FINISH							
ROOFING	WAGNER	5538					5538
BRICKWORK	STAR MASONRY	26060					26060
PERMACAST COLUMNS	CRANE JOHNSON	2686					2686
CLAD OH DOOR FRAMES	CRANE JOHNSON	1400					1400
SIDING/GUTTERS ECT.	LEMKE	18493					18493
OH GARAGE DOORS	EZ- CHI 2284 10XB	4833					4833
OH GARAGE DOOR WINDOWS	EZ- MADISON	660					660
GARAGE DOOR OPENER (3)	EZ	948					948

COSTSHT

GARAGE KEY PAD	EZ	48	48
PAINT EXT DOORS	STEEN & BERG	700	700
DECK	PREMIUM DECKS	9000	9000
INTERIOR FINISH			
INSULATION	CULLEN	8550	8550
DRYWALL PACKAGE +CUSTOM PAINT	RED RIVER	32400	32400
INT. PAINT/STAIN	GENE'S	11530.77	11530.77
MILLWORK	CRANE	18820	18820
TRIM OUT	CRIDER	11800	11800
HVAC/ELEC/PLUMBING			
ELECTRICAL	CITYWIDE	24526	24526
MISC. ELECTRICAL	CITYWIDE	600	600
HEATING/COOLING SYSTEM	COMFORT MAST	19720	19720
GAS GRILL LINE	COMFORT MAST	430	430
HUMIDIFIER	COMFORT MAST	325	325
DRYER VENTING	COMFORT MAST	250	250
VENT COOKTOP	COMFORT MAST	395	395
BATH FANS	COMFORT MAST	1180	1180
GAS COOKTOP LINE	COMFORT MAST	290	290
FIREPLACE UNIT-GREAT RM	COMFORT MAST	2953	2953
FIREPLACE SUNROOM	COMFORT MAST	2464	2464
FIREPLACE LOWER	COMFORT MAST	2715	2715
PAPER HOLDERS AND TOWEL BARS	ALLOWANCE	450	450
PLUMBING	LANEYS	27260	27260
WATER SOFTENER/RO	BERNIES	1975	1975
BAR PLUMBING/FIXTURES	LANEYS	965	965
LAING RECIRC PUMP W/ TIMER	LANEYS	695	695
ALLOWANCES			
CLOSET SHELVING	JL SHELVING	5086	5086
GARAGE SHELVING	JL SHELVING	510	510
CABINETS/COUNTERTOPS/MANTLES	WOOD SPECIALISTS	90325	90325
GARAGE CABS	WOOD SPECIALISTS	3240	3240
BAR CABINETS/COUNTERTOPS	WOOD SPECIALISTS	6445	6445
HEATED COUNTERTOP	WOOD SPECIALISTS	1980	1980
FIREPLACE FACE-UPPER TILE	ALLOW	2009	2009
FIREPLACE FACE-LOWER-TILE	ALLOW	896	896
KIT. CERAMIC BACKSPLASH	ALLOW	3553	3553
MASTER SHOWER MAT'L	DESIGN DIRECTION	5621	5621
MASTER SHOWER LABOR	QUALLEY	4514	4514
TUB SURROUND MAT'L	DESIGN DIRECTION	2488	2488
TUB SURROUND LABOR	QUALLEY	1890	1890

COSTSHT

MIRROR ALLOWANCE	ALLOW	750	750
SOUND SYSTEM	ARCTIC	4065	4065
CENTRAL VAC	VALLEY CENTRAL	2956	2956
LIGHTING	VALLEY LIGHTS	8060	8060
BAR LIGHTS	VALLEY LIGHTS	338	338
GARAGE CEILING FANS	VALLEY LIGHTS	286	286
FLOORING CARPET/TILE	DESIGN DIRECTION	27648	27648
HARDWOOD FLOORING	JOHNSON HARDWOOD	11709	11709
HARDWOOD GREAT ROOM	JOHNSON HARDWOOD	3120	3120
APPLIANCES	FERGUSONS	7000	7000
APPLIANCES UPGRADE	FERGUSONS	3220	3220
APPLIANCES BAR	FERGUSONS	2666	2666
MISC. EXPENSES			
LANDFILL	KBH/KENS	700	700
PORTABLE TOILET	\$162/MO.	1216	1216
ELECTRIC SERVICE	CASS COUNTY	1000	1000
ELECTRIC METER FEES	CASS COUNTY	300	300
WATER		50	50
SNOW REMOVAL	MISC	250	250
FINAL CLEAN-UP	SADETA	1550	1550
INSURANCE-BUILDERS RISK	BW INS	1800	1800
		SUBTOTAL	\$ 681,240.77

COSTS	\$ 681,240.77
PROFIT/OVERHEAD	\$ 124,961.32
SALES PRICE	\$ 806,202.09

15.50%

PROJECT REQUIREMENTS

FLOOD PROOFING		
REBAR BSMT FLOOR	\$	805.00
WATER PROOFING	\$	1,300.00
WINDOW WELLS	\$	3,175.00
SUB TOTAL	\$	5,280.00
PROFIT/OVERHEAD	\$	968.52

COSTSHT

TOTAL	\$	6,248.52
<u>6' GARAGE WALLS AND FILL SAND</u>		
CONCRETE	\$	1,961.00
FILL SAND	\$	1,909.00
SUB TOTAL	\$	3,870.00
PROFIT/OVERHEAD	\$	709.88
TOTAL	\$	4,579.88
<u>ADDITIONAL DRIVEWAY DUE TO SET BACK (430 SF)</u>		
CONCRETE	\$	1,703.00
PROFIT/OVERHEAD	\$	312.38
TOTAL	\$	2,015.38
<u>PROPANE TANK</u>		
PROPANE TANK 500 FILLED/HOOKED (\$	3,000.00
SUB TOTAL	\$	3,000.00
PROFIT/OVERHEAD	\$	550.30
TOTAL	\$	3,550.30
<u>CONSTRUCTION FINANCING FEES</u>		
INTEREST	\$	11,850.00
ORIGINATION FEE	\$	3,555.00
APPRAISAL	\$	560.00
TITLE OPINION	\$	200.00
ABSTRACT UPDATE	\$	300.00
RECORDING FEES	\$	50.00
FLOOD CERT	\$	11.00
ADMIN FEE	\$	250.00
SUB TOTAL	\$	16,766.00
P/O	\$	3,075.42
TOTAL	\$	19,841.42
TOTAL COST OF PROJECT	\$	842,437.60

Window Coverings Bid



PROPOSAL

3211 Fiechtner Drive
 Fargo, North Dakota 58103
 701.365.4040 office
 sylvia@designdirectionfargo.com
 christina@designdirectionfargo.com

Proposal Submitted To		Project Location	
Name	Paul & Nancy Kochmann	Name	Paul & Nancy Kochmann
Address		Address	
City/St/Zip	Oxbow, ND 58047	City/St/Zip	Oxbow, ND 58047
Telephone	701.367.4789	Date	4.27.15

Scope of Work	
Description	Cost
<p>Silhouette 4" Quartette Window Shades for the following windows: (1) Stairway window, (2) blinds on great room window, (1) dining room windows, (1) blinds on back sunroom window, (1) blind on side sunroom window, (2) blinds on sunroom patio door, and (1) front bedroom. Ultraglides retractable control on all windows. Standard bottom up. Inside mounted. Semi-Opaque. Fabric style and color to be decided. Right controls. (2) Master bedroom windows. Ultraglides control. Top Down Bottom Up. Standard 4" roman fold. Inside mounted. Room dimming. Fabric style and color to be decided. Right controls.</p> <p>Vignette Roman Window Shades for the following windows: (1) Family room windows, and (1) bar window - Ultraglides control. Traditional bottom Up. Standard 4" Roman fold. Inside mounted. Semi-Opaque lining. Fabric style and color to be decided. Right controls.</p> <p>2 1/2" Classic Parkland Wood Blinds for the following windows: (1) Back bedroom on main floor window and (2) basement bedroom windows - Color to be finalized. Inside Mounted. Cord lift and wand tilt.</p> <p>Prices reflect 30% off retail pricing.</p> <p>Allowances only, fabric style and colors not finalized. Measurements taken from floor plan dated, 2.9.15</p> <p>Applicable tax and installation included.</p>	<p>\$17,675.65</p>
We propose to furnish material and labor per above	\$17,675.65
Upon acceptance, payment terms are 50% down with balance due upon completion	

<p>All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be allowed and made only upon written agreement and will become an extra charge over and above the estimate. Design Direction is not responsible for delays in work caused by circumstances beyond our control. Owner to carry insurance on all materials. Special order merchandise is not returnable.</p>	<p>Authorized Signature <u><i>Christina Mabel</i></u></p> <p>Date: April 27, 2015</p> <p>Note: This proposal may be withdrawn by us if not accepted within 30 days</p>
<p>ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Finance charge is computed by a periodic rate of 1 1/2% per month which is an annual rate of 18%.</p>	<p>Date of Acceptance _____</p> <p>Client Signature _____</p> <p>Client Signature _____</p>

Landscaping Replacement Bid

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Estimate

Paul Kochmann
329 Schnell Drive
Oxbow, ND 58047

Date Estimate #

3/25/2015 1878

Description	Qty	Rate	Total
3 #5 Yew, Taunton	3	109.95	329.85
6 #25 Plum, Crimson	6	399.95	2,399.70
5 #5 Spirea, Tor	5	69.95	349.75
7 #1 Hosta Mixed	7	27.95	195.65
1 2" BB Maple, Northwinds Tree	1	550.00	550.00
3 #2 Viburnum, Cranberry European	3	59.95	179.85
6 #3 Hydrangea Bloomstruck	6	69.95	419.70
3 #3 Hydrangea Annabelle	3	69.95	209.85
3 2" BB Crabapple, Flowering Velvet Pillar	3	550.00	1,650.00
3 #2 Peony Kansas	3	44.95	134.85
2 #3 Peony White Tigeress	2	49.95	99.90
1 #5 Chokecherry, Autumn Magic	1	59.95	59.95
6 #1 Iris Siberan Caesar's Brother	6	27.95	167.70
6 #1 Hemerocallis, Pardon Me Daylilly	6	27.95	167.70
1 #5 Dogwood, Arctic Fire	1	69.95	69.95
6 #1 Salvia Sensation Sky Blue	6	27.95	167.70
5 #2 Weigela Tango	5	55.95	279.75
1 #2 Peony Yummi Yellow	1	44.95	44.95
3 #3 Rose Double Knockout Pink	3	59.95	179.85
3 #1 Hosta Paul Glorys	3	27.95	83.85
3 #15 Juniper, Taylor	3	289.95	869.85
3 #3 Hydrangea BoBo	3	69.95	209.85
5 #2 Grass, Little Blue Stem, the blues	5	27.95	139.75
272 Ft. Stone Edging	272	15.00	4,080.00
15 Yds Planting Soil w/Fertilizer Installed	15	95.00	1,425.00
29 Character Boulders - Various Sizes	29	105.00	3,045.00
119 Sq. ft. Stone Wall	119	45.00	5,355.00
57 Sq. Ft. Flagstone Informal Pathway	57	23.00	1,311.00
559 Sq. ft. Flagstone Dimensional Drylaid Patio	559	24.00	13,416.00
2818 Sq. Ft. Pro 5 Weed Barrier (Fabric)	2,818	0.75	2,113.50
32 Yds. Decorative Rock	32	264.99	8,479.68

Subtotal

Sales Tax (7.5%)

Total

Prices reflect installed prices. 1 yr warranty on shrubs and trees and current year on perennials.

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Estimate

Paul Kochmann
329 Schnell Drive
Oxbow, ND 58047

Date Estimate #
3/25/2015 1878

Description	Qty	Rate	Total
320 Sq. Ft. Race Track Pavers on Driveway Border subcontracted thru Opp Construction	320	22.00	7,040.00
Subtotal			55,225.13
Lighting Package			
Install 250 Watt Powercenter and roll of aquaseal	1	365.95	365.95
371 Ft. Wire 10/2 (lighting)	371	1.25	463.75
12 HK Uplight - Bronze with bulb and stake	12	159.00	1,908.00
10 Path Lights of choice, estimate	10	189.00	1,890.00
22 Hours to Install Lighting	22	65.00	1,430.00
Subtotal			6,057.70
Final Grade and Sod Package			
Final grade and sod package (assumes 2375 yds) subcontracted thru Hylden Landscaping		10,806.00	10,806.00
Subtotal			10,806.00
Irrigation Package			
Irrigation system installation inclusive of completed materials and labor. Primary materials inclusive of:		6,400.00	6,400.00
1 Hunter Pro C Controller			
14 Rainbird DV100 Electric Valves (zones)			
16 Rainbird 1804 Spray Heads			
47 Rainbird 5000's Sprinkler Heads			
Pipe, wiring, fittings, etc..			
* Includes first year winterization			
Subtotal			6,400.00
Additional Planting Bed Area:			
3 B3 Birch, Pinnacle	3	329.95	989.85

Subtotal

Sales Tax (7.5%)

Total

Prices reflect installed prices, 1 yr warranty on shrubs and trees and current year on perennials.

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Estimate

Paul Kochmann
 329 Schnell Drive
 Oxbow, ND 58047

Date Estimate #
 3/25/2015 1878

Description	Qty	Rate	Total
5 Character Boulders - Various Sizes	5	105.00	525.00
88 Ft. Concrete Interlock Edging	88	8.25	726.00
** Can upgrade to stone edging for \$15/ft			
480 Sq. Ft. Pro 5 Weed Barrier (Fabric)	480	0.75	360.00
5 Yds Planting Soil w/Fertilizer Installed	5	95.00	475.00
5 Yds. Decorative Rock	5	264.99	1,324.95
Subtotal			4,400.80

Subtotal	\$82,889.63
Sales Tax (7.5%)	\$0.00
Total	\$82,889.63

Prices reflect installed prices. 1 yr warranty on shrubs and trees and current year on perennials.

Detail Article About the
329 Schnell Property

A Winner for the Whole Family



By Joyce Eisenbraun

Photos by Mike Smith

Built by Kochmann Brothers Homes, Inc.

Design by Vicki Heimbuch, Colour Pointe Design



Just off the 10th green at the Oxbow Country Club is another custom home built by Paul Kochmann, half of the Kochmann Brothers Homes construction firm.

The 2003 Parade of Homes Best of Show has a stunning architectural presence, meticulous attention to detail and innovative interior design. However, this gorgeous two-story, five-bedroom house is also home for Paul, his wife, Nancy, and their four children. After years of building homes for other families, Paul and Nancy created a space that blends a traditional formal elegance with a family-friendly panache.

A grand two-story foyer greets guests, detailed with a large arched window and matching transom above the twin French entrance doors. The foyer's unique, frosted glass and bronzed ironwork chandelier has companion pieces in the formal living and dining rooms. Dominating the foyer is a majestic staircase done in sunlit cream carpet and natural maple wood. Pillars just off each side of the staircase lead to the formal living and dining rooms. The extra-wide 12½-inch walls at each entrance enhance the traditional, formal atmosphere of these elegant entertaining areas.

Nancy credits Vicki Heimbuch, owner of Colour Pointe Design and in-house design specialist for Kochmann Brothers, with pulling the many color and style choices together throughout the home. "I really wanted a formal red room," says Nancy, "but I didn't know how to make it work. Vicki suggested a striking rouge color, coordinating it beautifully with the adjoining areas by using fabrics, furniture and artwork."





The vivid rouge tones on the living room walls are complemented by floral window treatments in celadon, parchment and rouge. An original floral oil painting by Mario draws the eye to the vibrant colors. A marble inset on the dual-sided fireplace is flanked by mini-pillars on each side of the mantle, a hand-carved accessory from local artist Phil Holtan. The winter-white trim paint used throughout the home is a special color match, blended to Paul's specifications.

In the dining room, an old maple table has been renewed, and the matching chairs recovered in a floral tulip and green dot fabric. A soothing, original painting by Eileen Gunn titled "Parrot Tulips" is nestled neatly within a custom-built maple hutch and china cabinets. Cove molding around both the living and dining room ceilings add to the elegant charm of these two rooms.

Two barrel-arched hallways lead back to the family area of the first floor. On the left side, a charming powder room boasts chic panda wallpaper, another find by Vicki. Gold and chrome Kohler fixtures accent the metal pedestal sink and pewter mirror.

The family room on the right features a taupe leather sofa and Queen Anne chairs gathered around a big screen television and built-in entertainment center. The fireplace has a ceramic surround to complement the driftwood carpet. An oversized bay window overlooking the golf course offers added seating as well as a convenient toy and game storage for the children. The wood window blinds are topped by a fabric valance, which has a fruit and flower motif set against an ebony background. A multitude of crimson, olive and charcoal plaid, checked and floral pillows add to the comfort and color in this kid-friendly space. Black fruit-shaped cabinet hardware, a metallic frog lamp and fanciful artwork contribute to the inviting and uplifting feel of the room.

Between the family room and kitchen is the family dining area. The inspiration for this area resulted from the many Mary Engelbreit gifts Paul has given Nancy. A black and white check on the area rug borders a floral and fruit pattern. Plaid seat covers and a new coat of paint

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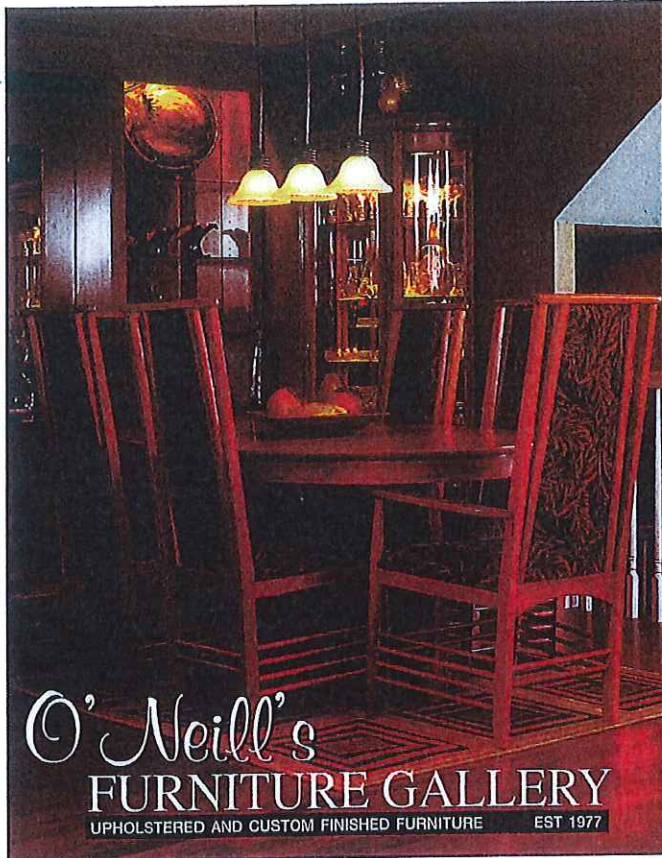
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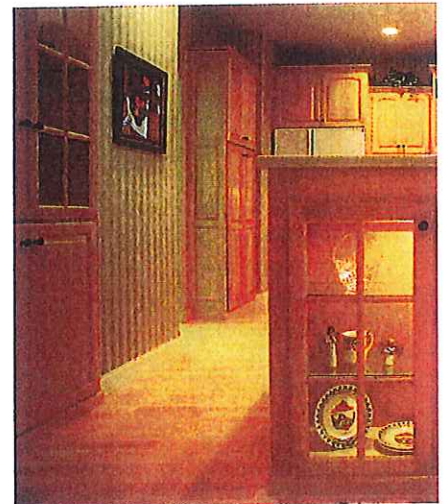
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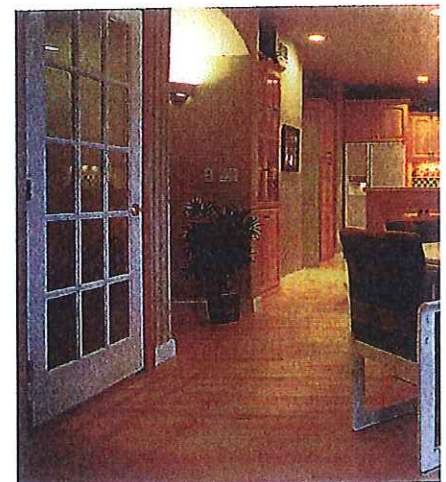
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 CARPET ONE

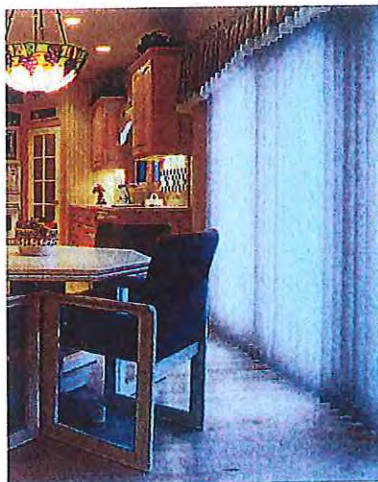
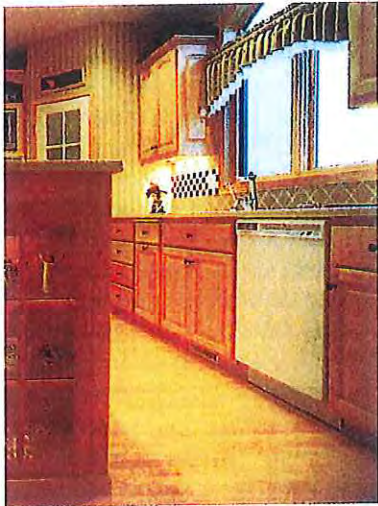
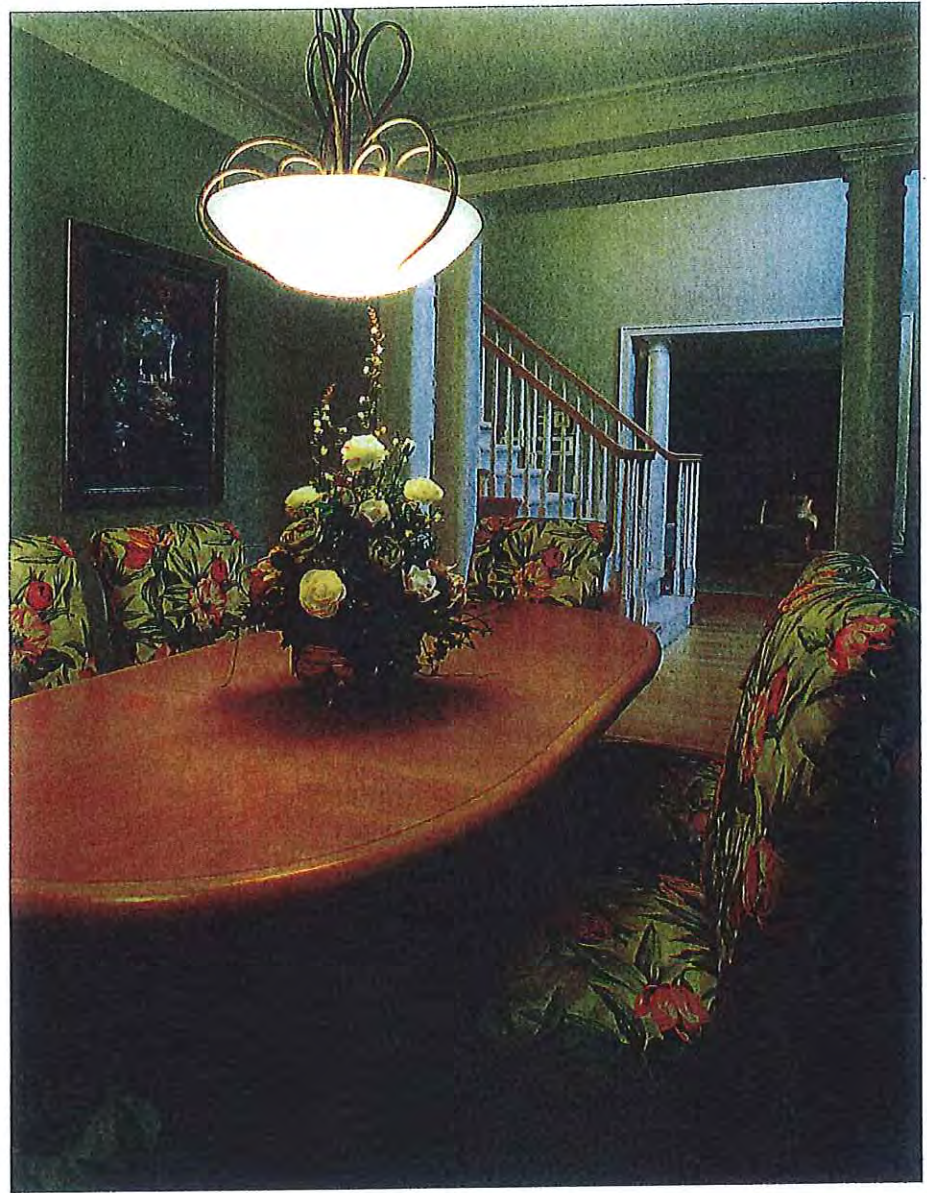
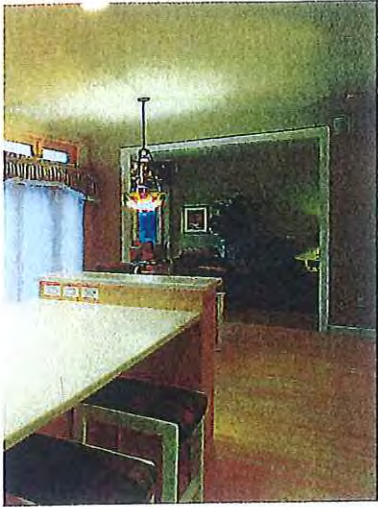
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revitalized an existing dining room set to match the contemporary theme. Natural maple hardwood floors through the dining and kitchen areas were finished by Kensok, ensuring easy cleanup as well as beauty. Linen-look vertical blinds and a bee-adorned taupe and cream checked window treatment top the 9-foot long walkout deck doors.

The kitchen uses natural maple woods throughout with white appliances. Rope trim on the cabinets matches the detailing in the family room. Brushed chrome hardware and faucets accent the oatmeal Corian countertops and an extra-wide, extra-deep sink. The island features a built-in cook-top, a hand-carved pedestal leg, a snack counter and a lighted display cabinet.

Leading from the kitchen to the garage is a handy mudroom, decorated in a sporty baseball theme. A custom-built maple unit allows each child his/her own locker complete with hooks, a shelf, a drawer and a personalized nameplate.

Going upstairs, the grand staircase splits at the top, with a left turn leading to three of the children's bedrooms. Carter's room is a little boy's delight, with a fire truck and Dalmation wallpaper border upon a painted blue cloud background. The custom window



treatment is a tailored valance in fire-engine red with black and white spotted insets.

The bath next door is a riot of color in canary yellow, ruby red and royal blue. Pocket doors separate the boys' and girls' sinks from the bathing area. The cabinet on the boys' side features bulldozer knobs, while the girls have sunflower hardware. Yellow laminate countertops, red towel and a colorful shower curtain accent the room. A sun tunnel pours natural light into the interior bath area.

The 10-year-old wanted a full-color jungle look, so elephants, giraffes and zebras greet you from the two-foot floor border that surrounds the room. Dark hunter green carpet adorns the jungle floor, while lilac, apple, violet and emerald custom bed linens and leaf window treatment add punch to the jungle theme. However, the most fun may be in the 8-foot palm tree that sways above the headboard. A wicker chair and animal accents complete the look.



In all the bedrooms, clutter is kept to a minimum with double closets, complete with drawers, lots of shelves for clothes and books, and a two-tier hanging system. "We wanted the kids to have as much space as possible in their rooms, so we designed the closets to hold most of their clothes and toys, so they would have more play space," notes Paul.

The third bedroom reflects the personality of the youngest daughter—flowers. Affectionately known as the "garden room," a 2-foot floor border with flowers and butterflies on a garden fence is used around the room. A child-sized rocking chair sits beneath a little birch tree, while a yellow mated print of a young girl in a garden complements the seed pearl colored walls. Buttercup fabric was used for the custom bedding and rocker cushion. Ladybug hardware on the white furniture and a yellow floral valance complete the garden touches.



Crossing to the other side of the grand staircase is the home's laundry facility. Granite-look laminate countertops, a deep sink, abundant cabi-



nets and four custom-built clothes basket shelves, along with an under-cabinet TV make this an easy place to get lots of work done.

Next door, the master bedroom is another triumph of color with dusty mulberry walls strikingly set against wide winter white trim and a high trayed ceiling. A sheer ecru bed skirt is gracefully crowned by floral bed linens of mulberry, sage and cream. Rope trimmed shams and floral, striped and velvet throw pillows, give the raised queen-size bed an appealing finish. A unique window treatment, bamboo headboard and dresser, cashew carpet and an ecru ceiling fan that offers indirect lighting, soften the formal look.

The master bath is designed for relaxation as well as busy mornings. Two large under-mount sinks are separated by a frosted glass medicine cabinet. A marbled wallpaper of purple, sage and cream dress the walls, while Corian countertops on white, furniture-style cabinets are complemented by oversized ceramic tiles on the floor. An oval whirlpool tub is set off by a soothing country sunset painting, candles and fragrant dried lavender. The large window above the tub is laced with a sheer decorative swag valance and remote control operated privacy blinds. Stained glass art, created by Darla Rufer to match the bed linens,

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style
 innovative
 functional
 natural
 inviting

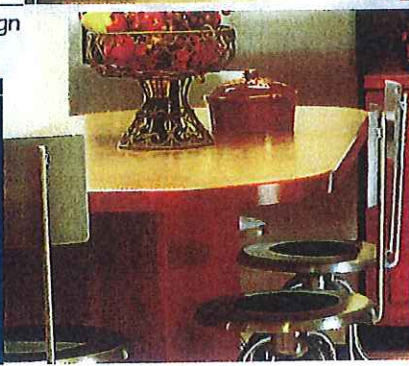


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accents the wall between the vanity and water closet.

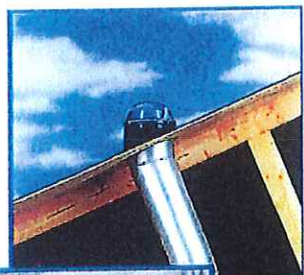
Behind the bathroom is the couple's walk-in closet. Again, natural light is incorporated into the design, which features custom-designed shelving and tiers of closet space.

The third level of the home is where the oldest daughter has her space. Leading off the kitchen is a French door and an extra-wide staircase to the lower level. A cozy reading room and large family room at the bottom of the stairs is "kid central" according to Nancy. Below the large escape windows, a large sectional, Karaoke machine, computer, television and filled bookshelves make this a favorite hangout for family and friends. Behind a set of French doors is a well-equipped home gym, complete with a wall-mount television.

Just down the hall are the bath and bedroom for the young teen. The bath is finished in "beach plum" for a fun, contemporary look, while the adjoining bedroom has pale watermelon walls with soft blue accents. A watermelon and white striped window treatment livens up the escape window, while the comforter and



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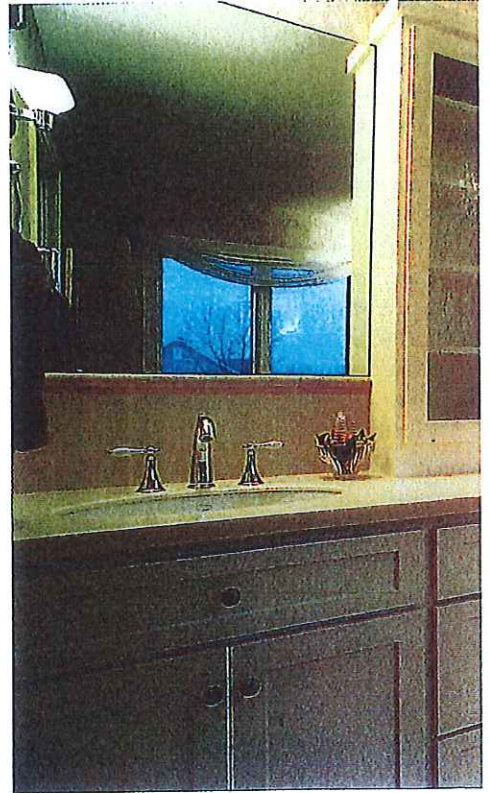


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shams are reversible watermelon and blue dotted Swiss.

From the carefully selected design to the colors and decorating details throughout, it's easy to understand why this home was a winner in the Parade of Homes and has won the hearts of the entire family.

Kochmann Brothers Homes, Inc. is celebrating its 20th anniversary this September. With brothers Paul and Bob at the construction sites overseeing the action, Darrick Guthmiller is the draftsman, estimator and scheduling wizard back at the office.

Paul and Bob have been actively involved in the local, state and national home builder associations. In fact, both are past presidents of the state and local chapters. Their dedication to the industry and yearly attendance at national conventions keep the brothers up on the latest innovations and trends in their field. As custom builders, they work most often with homeowners looking to move up or active adults desiring a home specifically designed around their lifestyles. "It's the largest investment most people will make in their lifetime," Paul says. "Building a custom home should be an enjoyable process for the homeowner. We focus on the building details, so they can concentrate on their jobs and family. It's a great feeling when we match a customer with the perfect plan and they love their new home. Best of all, with Vicki as our in-house designer, we have one-stop shopping for our homeowners, so they can make all their decorating selections right in our office." ★

For more information about Kochmann Brothers Homes, call (701) 235-2525 or visit the website www.kochmannbros.com.



METRO FLOOD DIVERSION PROJECT

LAND ACQUISITION DIRECTIVE LAD-00016 REV-0

DATE INITIATED: 10/6/2015

TO: Cass County Joint Water Resource Districts (CCJWRD)
OWNER: Metro Flood Diversion Authority
WORK PACKAGE: WP-42 In-Town Levees ACQUISITION TYPE: Construction Easement, Permanent Easement

BACKGROUND:

A temporary and permanent easement is required on this parcel for the construction of the Mickelson Levee project.

PARCELS:

Table with 4 columns: Tax ID, OIN, Owner, Address. Rows include Charles and Kathy Sjostrom, Roger B and Ruth R Quast Trustees, Melissa Bodelson, William E Brunsdale Living Trust, Pamela Burley, Barry Schmiess.

Land Acquisition Team:

Land Firm: HMG Relocation Specialist: NA
Appraiser: Marla Britton, SRF Acquisition Agent: Shawn Bondly, KLJ

SCHEDULE:

This project is anticipated to begin construction in 2016.

Design Status:

The design for this project is 95% complete.

ATTACHMENTS (List Supporting Documents):

- 1. Exhibit Map

Recommended by:	CH2M HILL	
	Program Management Consultant	
	Bruce Spiller	PMC Program Manager
	Name	Title
	Signature	Date
Directed by:	Diversion Authority	
	Owner	
	Mike Montplaisir	Diversion Finance Chair
	Name	Title
	Signature	Date

Copies:

Mark Brodshaug/CCJWRD
 Sean M. Fredricks/OHNSTAD TWICHELL, P.C.
 Christopher M. McShane/OHNSTAD TWICHELL,
 P.C. Lukas D. Andrud/OHNSTAD TWICHELL, P.C.
 Eric Dodds/AE2S

Finance Staff:

Mike Montplaisir, Diversion Finance Chair
 Kent Costin, Director of Finance
 Jamie Bullock, Grants Accountant



8926
8927
8928
8930
8931

ELM ST N

NORTH TERN

Document Path: D:\GIS\Projects\FM\Diversion\Area_Diversion\Projects_Land_Acquisition\LAD0016_Rev0\LAD0016_Rev0.aprx

CURRENT ACQUISITION STATUS

- IMPACTED PARCEL
- APPRAISAL IN REVIEW
- IN NEGOTIATION
- PURCHASE AGREEMENT SIGNED
- ACQUIRED
- Permanent Easement
- Temporary Construction Easement

WORK PACKAGE ASSIGNMENT

Subject Properties

WP	OIN#	PIN#	Land Owner	Property Address	Total Lot Acreage	Not Impacted	Temporary Construction Easement	Fee Title
42	8926	1220000752000	BARRY L SCHMIESS	6 NORTH TERRACE N #6	0.44	0.42	0.02	0.01
42	8927	1220000752000	CHARLES & KATHY SJOSTROM	6 NORTH TERRACE N #5	0.44	0.42	0.02	0.01
42	8928	1220000752000	ROGER B & RUTH R QUAST ETAL	6 NORTH TERRACE N #4	0.44	0.42	0.02	0.01
42	8929	1220000752000	MELISSA L BODELSON	6 NORTH TERRACE N #3	0.44	0.42	0.02	0.01
42	8930	1220000752000	WILLIAM E BRUNSDALE LIVING TRUST	2 NORTH TERRACE N #2	0.44	0.42	0.02	0.01
42	8931	1220000752000	PAMELA BURLEY	2 NORTH TERRACE N #1	0.44	0.42	0.02	0.01

Any reliance upon this map is at user's own risk. AE25 or The Diversion Authority does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.



DATE INITIATED: 10/6/2015



November and December Meetings Schedule

October 5, 2015

“Normal” Schedule

November 2015						
S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11 Outreach Finance Land Veteran's	12 CCJWRD DA Board	13	14
15	16	17	18	19	20	21
22/29	23/30	24	25 Finance Land	26 Thanks- giving	27	28

December 2015						
S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8 ND Water	9 ND Water Outreach Finance Land	10 ND Water CCJWRD DA Board	11	12
13	14	15	16	17	18	19
20	21	22	23 Finance Land	24 Christmas Eve	25 Christmas Day	26
27	28	29	30	31 New Year's Eve		

Conflicts/Holidays

- Veteran's Day, Wednesday, Nov 11
- Thanksgiving, Thursday, Nov 26
- ND Water Convention, December 8-11
- Christmas Eve, Day, December 24, 25

“Proposed” Schedule

November 2015						
S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10 TAC Outreach Finance Land	11 Veteran’s Day	12 CCJWRD DA Board	13	14
15	16	17	18	19	20	21
22	23	24	25 Finance? Land?	26 Thanks- giving	27	28
29	30					

December 2015						
S	M	T	W	R	F	S
		1	2	3	4	5
6	7	8 ND Water	9 ND Water	10 ND Water	11	12
13	14	15	16 Outreach? Finance? Land?	17 CCJWRD DA Board?	18	19
20	21	22	23 Finance? Land?	24 Christmas Eve	25 Christmas Day	26
27	28	29	30	31 New Year’s Eve		

GREEN = Proposed

GOLD = Potential