

FLOOD DIVERSION AUTHORITY
FINANCE COMMITTEE
AGENDA FOR WEDNESDAY, NOVEMBER 9, 2016

Fargo City Commission Chambers
4:00 PM

1. Call to order
2. Approval of the minutes from the previous meeting Item No. 2
3. Approval of bills Item No. 3
4. Financial update
 - a. Financial reports Item No. 4a
 - b. Oxbow lot sales report Item No. 4b
5. PMC Report (Randy Richardson)
 - a. PMC Report Item No. 5a
 - b. Draft FY 2017 Cash Budget Item No. 5b
 - c. CH2M Contract Amendments Item No. 5c
6. Ernst & Young Task Order Extension Item No. 6
7. Other business
8. Next meeting—November 23, 2016
9. Adjournment

cc: Local Media
Flood Diversion Board of Authority
CH2M
AE2S

**FLOOD DIVERSION FINANCE COMMITTEE
OCTOBER 12, 2016—4:00 PM**

1. MEETING TO ORDER

A meeting of the Flood Diversion Finance Committee was held on Wednesday, October 12, 2016, at 4:00 PM in the Fargo City Commission Chambers, Fargo City Hall, with the following present: Cass County Joint Water Resource District Chairman Mark Brodshaug; Fargo Finance Director Kent Costin; Fargo City Commissioner Tony Grindberg; Moorhead City Councilwoman Nancy Otto; Fargo City Assistant Administrator Mike Redlinger; Cass County Commissioner Mary Scherling; Cass County Commissioner Rick Steen; and Moorhead Finance Director Wanda Wagner. Fargo City Commissioner Tony Gehrig; Clay County Auditor/Treasurer Lori Johnson; Fargo City Mayor Tim Mahoney; Cass County Auditor Mike Montplaisir; and Cass County Commission Representative Darrell Vanyo were absent.

John Shockley, Ohnstad Twichell; Randy Richardson, CH2M; and Bruce Spiller, CH2M were also present.

2. APPROVAL OF MINUTES FROM PREVIOUS MEETING

MOTION, passed

Mr. Steen moved and Mr. Brodshaug seconded to approve the minutes from the September 7, 2016, meeting as presented.

Motion carried.

3. APPROVAL OF BILLS

Mr. Costin said bills received for the month total almost \$9 million. The bill from the Cass County Joint Water Resource District (CCJWRD) makes up approximately \$8.8 million of this total, of which \$5.8 million is for the Diversion Authority's share of the Mid-America Steel property buyout.

Mr. Costin said a new protocol has been put into place to tighten up the timeline in which bills and agenda items are received for this meeting.

MOTION, passed

Mr. Steen moved and Mr. Costin seconded to approve the bills in the amount of \$8,993,205.83 and to forward them to the Metro Flood Diversion Authority. On roll call vote, the motion carried unanimously.

Mr. Redlinger arrived for the remainder of the meeting.

4. FINANCIAL UPDATE

Mr. Costin reviewed the financial statements for September. About \$128.6 million has been expended from the FY 2016 budget, and the total disbursed for the project to date is \$299,847,523. These numbers reflect the disbursement of the \$45 million US Army Corps of Engineers (USACE) payment last month.

Mr. Costin said the Diversion Authority's net position is about \$90 million, which includes a \$65 million cash balance. The State Water Commission also informed Mr. Costin that the funds from the most recent reimbursement request in the amount of \$22 million have been released.

Mr. Steen asked Mr. Costin to explain the disparity between revenues generated from Cass County and the City of Fargo. Mr. Costin said Cass County advanced the funds for the \$45 million USACE payment, in addition to collecting more funds from the flood sales tax.

Mr. Steen said the Diversion Authority has \$65 million in cash, which could have covered the USACE payment. Mr. Costin said a certain amount of working capital is maintained in the fund, and the decision was made with the best information available at the time.

Mr. Steen asked when the revenues generated from the two entities will even out. Mr. Costin said they will never be equal as the county collects more tax than Fargo due to the larger tax base.

5. PROGRAM MANAGEMENT CONSULTANT REPORT

Randy Richardson of CH2M was present to discuss the Program Management Consultant Report. Mr. Richardson said he worked with Mr. Costin and Mr. Montplaisir to develop the program summary, breakout, and descriptions. It is time consuming to input the numbers each month, so the best practice may be to present the monthly report at the second meeting each month in order to provide the most up-to-date materials.

Mr. Grindberg commended Mr. Richardson on the format and content of the report.

Mr. Richardson said the line items listed for the cash budget summary must adhere to the line items used in the budget. As the 2017 budget has yet to be presented and approved, there is still some flexibility for the budget categories and, therefore, the summary budget categories.

6. CHANGE ORDER PROCESS

Attorney John Shockley was present to distribute and introduce a draft “Resolution Confirming the Procedure for Approval of Construction Contracts; Contracts for Engineering, Architectural, and other Professional Services; and Change Orders and Amendments”. The draft is provided for information and discussion purposes only; a final draft will be brought for approval at a subsequent meeting.

There was discussion on the level of authority given to the Co-Executive Directors, which could become a burden over time; the involvement of the Finance Committee, Program Management Consultants, and Technical Advisory Group (TAG) in the process; and the importance of timeliness in the approval of contracts and change orders.

7. STATEMENT OF QUALIFICATIONS

Mr. Shockley gave a brief overview of the P3 developer short list and the Statement of Qualifications (SOQ) interview and review process. Six teams were interviewed last week, and a short list of four respondents has been recommended by the evaluation team. Mr. Shockley thanked the members of the evaluation team for the significant amount of time required to complete the process.

Mr. Redlinger thanked Mr. Shockley and the rest of the legal staff involved with the process, and said he concurs with the recommendation and evaluations submitted by the team.

Mr. Grindberg asked what criteria was used to eliminate the two teams that were not selected to continue on to the Request for Proposals (RFP) process. Mr. Shockley said it was a very competitive process, and all six teams that were interviewed met the requirements; however, the pool had to be reduced to a maximum of four teams. Criteria such as relevant past experience, forward focus, and geo-technical experience were some of the factors that were taken into consideration.

Mr. Grindberg asked if there has been resolution on the stipend paid to the proposers as discussed at previous meetings. Mr. Shockley said a stipend will be paid to the non-successful proposers; the successful proposer will be awarded the contract. There is no recommended stipend amount at this time, and the matter will be discussed at a subsequent meeting.

MOTION, passed

Mr. Steen moved and Mr. Costin seconded to approve the SOQ Evaluation Report and the Short List of respondents as presented, and to forward the recommendation to the Metro Flood Diversion Authority. On roll call vote, the motion carried with Ms. Scherling, Mr. Costin, Ms. Wagner, Mr. Brodshaug, Ms. Otto, Mr. Steen, and Mr. Grindberg voting “Yes”; Mr. Redlinger abstaining.

Mr. Steen left for the remainder of the meeting

8. LAND ACQUISITION DIRECTIVE

Mr. Richardson said four opportunistic property acquisitions are up for approval. Ms. Scherling asked if in light of the permit denial by the Minnesota DNR, there is anything to impede the acquisitions. Mr. Richardson said as the property owners all approached the Diversion Authority for opportunistic buyouts, there is no bearing on the acquisitions.

MOTION, passed

Mr. Costin moved and Ms. Otto seconded to approve Land Acquisition Directive LAD-OPP-O1 as presented. On roll call vote, the motion carried unanimously.

9. NEXT MEETING

The next regularly scheduled meeting will be held on October 26th, at 4:00 PM.

10. ADJOURNMENT

MOTION, passed

On motion by Ms. Scherling, seconded by Ms. Otto and all in favor, the meeting was adjourned at 5:23 PM.

Finance Committee Bills for November 2016

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills	\$	7,093,300.77
Ohnstad Twichell, P.C.	Bond Counsel Work-PPP Research	\$	118,916.24
Springsted	Professional Services through September 30, 2016	\$	33,981.08
			<hr/>
Total Bills Received in October		\$	<hr/> 7,246,198.09 <hr/>



November 3, 2016

Cass County
Joint Water
Resource
District

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

Mark Brodshaug
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Dan Jacobson
Manager
West Fargo, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Greetings:

RE: Metro Flood Diversion Project
In-Town Levees Project
DPAC
Oxbow-Hickson-Bakke Ring Levee Project
Oxbow Golf and Country Club Project

Enclosed please find copies of bills totaling \$7,093,300.77 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$1,668,940.26
In-Town Levees	138,602.11
DPAC	3,486.00
Oxbow-Hickson-Bakke Ring Levee	4,746,260.76
Oxbow Golf and Country Club	536,011.64

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

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

Enclosures

701-298-2381
FAX 701-298-2397
wrđ@casscountynđ.gov
casscountynđ.gov

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

Updated 11/3/16

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
10/13/2016	9/26/2016	144982	100007	2,268.36	Ohnstad Twichell, P.C.	Legal-Right of Entry
10/13/2016	9/26/2016	144955	160007	1,043.00	Ohnstad Twichell, P.C.	Legal-Channel Phase 1 ROE
10/13/2016	9/26/2016	145108	160007	1,696.30	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Cossette
10/13/2016	9/26/2016	144980	130007	31,292.49	Ohnstad Twichell, P.C.	Legal-Diversion Right of Way Acquisition
10/13/2016	9/26/2016	144967	160007	2,106.00	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement-Drains
10/13/2016	9/26/2016	144983	90007	7,020.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009-DNR, appeal
10/13/2016	9/26/2016	144977	160007	2,818.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009-Inlet structure
10/27/2016	10/24/2016	145416	100007	2,009.50	Ohnstad Twichell, P.C.	Legal-Right of Entry
10/27/2016	10/24/2016	145425	160007	8,182.00	Ohnstad Twichell, P.C.	Legal-Channel Phase 1 ROE
10/27/2016	10/24/2016	145412	160007	1,933.00	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Ulstad
10/27/2016	10/24/2016	145418	130007	40,484.50	Ohnstad Twichell, P.C.	Legal-Diversion Right of Way Acquisition
10/27/2016	10/24/2016	145424	160007	1,224.00	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement-Drains
10/27/2016	10/24/2016	145415	90007	3,663.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009-P3 agreement
10/27/2016	10/24/2016	145422	160007	1,042.50	Ohnstad Twichell, P.C.	Legal-Basin Project 2009-Inlet structure
10/27/2016	10/18/2016	698825	38810	1,089.00	Larkin Hoffman Attorneys	Legal-Stefonowicz - Brodshaug property
10/27/2016	10/18/2016	698826	38810.00001	1,221.00	Larkin Hoffman Attorneys	Legal-Stefonowicz - Sauvageau property
10/14/2016	10/14/2016			1,542,370.79	The Title Company	Flowage Easement-Askegaard
10/27/2016				525.00	Jaken Consulting Engineering	Recon flight on Diversion floodway
10/13/2016	9/28/2016	1362	2001	3,357.50	Houston-Moore Group	Right-of-Entry Services
10/27/2016	10/10/2016	60568	R12.00049	13,594.32	Ulteig Engineers	Property Appraisals, relocation assist, land acquisition

Total 1,668,940.26

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
10/13/2016	9/26/2016	145107	160007	807.00	Ohnstad Twichell, P.C.	Legal-Mondragon Eminent Domain
10/27/16	10/24/16	145411	160007	75.00	Ohnstad Twichell, P.C.	Legal-Mondragon Eminent Domain
10/13/16	09/28/16	1363	2002	34,127.51	Houston-Moore Group	Negotiation and acquisition services, project mgmt
11/2/2016	10/19/2016	381082624	479407	101,280.17	CH2M Hill Engineers, Inc.	Land acquisition Mgmt services for August (78%)
8/25/2016				2,312.43	Tax penalty	previously not reimbursed

Total 138,602.11

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
10/13/2016	9/26/2016	144981	120007	1,566.00	Ohnstad Twichell, P.C.	Legal - Maintenance district
10/27/2016	10/24/2016	145417	120007	1,350.00	Ohnstad Twichell, P.C.	Legal - Maintenance district
10/27/2016	10/24/2016	145420	150007	18.00	Ohnstad Twichell, P.C.	Legal-Garaas appeal
10/27/2016	9/30/2016	49994	P11473-2012-000	552.00	AE2S	Financial services - development and implementation

Total 3,486.00

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
10/13/2016	9/26/2016	145110		160007	4,466.57	Ohnstad Twichell, P.C.	Legal-Champ relocation appeal
10/13/2016	9/26/2016	145109		160007	10,733.54	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Erickson
10/13/2016	9/26/2016	144979		140007	16,025.38	Ohnstad Twichell, P.C.	Legal-OHB purchases
10/27/2016	10/24/2016	145414		160007	7,917.00	Ohnstad Twichell, P.C.	Legal-Champ relocation appeal
10/27/2016	10/24/2016	145413		160007	2,837.00	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Erickson

10/27/16	10/24/16	145419	140007	10,839.61	Ohnstad Twichell, P.C.	Legal-OHB purchases
10/27/16	10/20/16	14024	19339	747.50	Moore Engineering, Inc.	Legal description services - Oxbow 3rd addition
10/4/2016	10/4/2016			178,134.82	The Title Company	Kautzman property purchase
10/4/2016	10/3/2016			369,277.00	The Title Company	Kochmann property purchase
10/4/2016	10/3/2016			497,952.00	The Title Company	Kochmann replacement property including escrow
10/7/2016	10/6/2016			197,400.69	The Title Company	Talley property purchase
10/7/2016	10/6/2016			510,523.70	The Title Company	Talley replacement property including escrow
10/10/2016	10/7/2016			1,683,752.00	The Title Company	Podolak escrow agreement
10/10/2016	10/7/2016			150.00	The Title Company	escrow start up fee
10/13/2016	10/10/2016			3,099.00	The Apartment Movers, Inc.	moving costs for Hakanson
10/13/2016	10/10/2016			37.24	Curtis and Mary Hakanson	cable install fee
10/14/2016	10/13/2016			432,997.62	The Title Company	Bindas property purchase
10/14/2016	10/13/2016			754,231.97	The Title Company	Bindas replacement property including escrow
10/13/2016	10/5/2016		20 invoices	1,142.12	Cass County Electric Cooperative	Service to various addresses
10/27/2016	10/19/2016	381082625		6,700.00	CH2M Hill	Construction Management
11/2/2016	10/19/2016	381082624		28,566.20	CH2M Hill	Land acquisition Mgmt services for Sept (22%)
10/13/2016	8/31/2016	17333	2830-00	23,173.60	ProSource Technologies, LLC	Project management, acquisition, relocation
10/13/2016	9/28/2016	1364	2003	4,149.50	Houston-Moore Group	Project management and on call services
10/13/2016	10/1/2016	5497		947.43	Sentry Security, Inc.	Security patrol services
10/27/2016	10/15/2016	5528		459.27	Sentry Security, Inc.	Security patrol services

Total 4,746,260.76

OXBOW GOLF AND COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
10/13/2016	9/30/2016	17	1470	508,675.54	Oxbow Golf and Country Club	Landscapes Unlimited - construction of golf course
10/13/2016	9/28/2016	13878	18229	7,008.20	Oxbow Golf and Country Club	Engineering - construction staking
10/13/2016	9/19/2016	11		19,500.00	Oxbow Golf and Country Club	Consultant fees - Killebrew
10/13/2016	9/16/2016	1552		210.45	Oxbow Golf and Country Club	Architectural expenditures
10/13/2016	10/6/2016	1560		310.25	Oxbow Golf and Country Club	Architectural expenditures
10/13/2016	9/27/2016			153.60	Oxbow Golf and Country Club	Architectural expenditures
10/13/2016	9/27/2016			153.60	Oxbow Golf and Country Club	Architectural expenditures
Total				536,011.64		
Grand Total				7,093,300.77		

OHNSTAD TWICHELL, P.C.
ATTORNEYS AT LAW

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

15-1395 JTS Invoice # 145646
 Flood Diversion Board
 Bond Counsel Work – PPP

DATE: November 1, 2016

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

AMOUNT REMITTED \$ _____

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

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice #145646 Flood Diversion Board Bond Counsel Work – PPP Research 1

Attorney	Hours	Rate	Fees
JTS	168.10	\$290.00	\$48,749.00
CMM	4.8	\$290.00	\$1,392.00
SNW	.5	\$250.00	\$125.00
KJB	114.30	\$225.00	\$25,717.50
TJL	88.10	\$175.00	\$15,417.50
CBC	61.20	\$150.00	\$9,180.00
AJM	126.10	\$125.00	\$15,762.50
HCG	1	\$125.00	\$125.00
Total	564.10		\$116,468.50
Expenses:			
AT & T Conference Calls			\$198.24
Travel Expenses			\$589.50
Photocopies 8,300 copies @ \$.20/each			\$1,660.00
Grand Total			\$118,916.24

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

	Hourly Rate
JTS - John T. Shockley, Partner, Supervising Attorney	\$290.00
CMM - Christopher M. McShane, Partner	\$290.00
SNW - Sarah M. Wear, Associate	\$250.00
KJB - Katie J. Bertsch, Associate	\$225.00
TJL - Tyler J. Leverington, Associate	\$175.00
CBC - Calley B. Campbell, Associate	\$150.00
AJM - Andrea J. Murphy, Paralegal	\$125.00
HCG - Hannah G. Gilbert, Paralegal	\$125.00



Springsted Incorporated
 380 Jackson Street, Suite 300
 Saint Paul, MN 55101-4705

Tel: 651-223-3000
 Fax: 651-223-3002
 www.springsted.com

Fargo Moorhead Diversion Authority
 Box 2806
 211 Ninth Street South
 Fargo, ND 58108

October 06, 2016
 Project No: 012265.100
 Invoice No: 3

For Professional Services through September 30, 2016
 Re: Financial Feasibility Analysis (Progress Billing)

Professional Personnel

	Hours	Rate	Amount	
Principal, Senior Officer	96.50	260.00	25,090.00	
Officer, Project Manager	27.40	215.00	5,891.00	
Senior Associate	18.25	160.00	2,920.00	
Totals	142.15		33,901.00	
Total Labor				33,901.00

Telephone-Audio/Video Conferencing			80.08	
			80.08	80.08

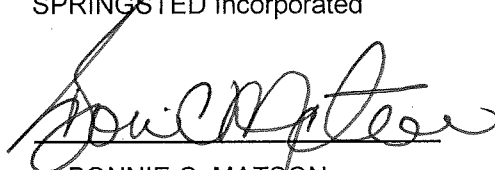
Total this Invoice \$33,981.08

Billings to Date	Current	Prior	Total	Received
	33,981.08	40,320.77	74,301.85	40,320.77

I declare under penalty of law that this account is just and correct and that no part of it has been paid.

SPRINGSTED Incorporated

BY:



BONNIE C. MATSON

Payment is due on receipt of this billing. After 30 days, interest will be charged on any balance at a rate of 1% per month.

FM Metropolitan Area Flood Risk Management Project
 Fiscal Accountability Report Design Phase (Fund 790)
 As of 10/31/2016

	2011	2012	2013	2014	2015	2016	Cumulative Totals
Revenues							
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	32,430,874	95,283,158
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	109,019,933	171,872,217
State Water Commission			3,782,215	602,918	31,056,740	93,792,287	129,234,160
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,337,173)	630,000
Reimbursements						33,879	33,879
Lease/Rental Payments			17,358	154,180	180,341	257,806	609,685
Asset Sales				616,774	315,892	175,190	1,107,856
Miscellaneous			226	626	427		1,279
Total Revenues	984,751	17,005,957	19,517,490	44,425,900	94,465,340	222,372,796	398,772,234
Expenditures							
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	51,929,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	511,846	1,479,328
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,360,037	24,875,624
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	6,991,023	27,669,481
7925 WIK - Recreation		163,223				-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	39,185,108	118,802,363
7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	273,195	634,618
7940 WIK Mitigation - North Dakota				587,180		-	587,180
7941 WIK Mitigation - Minnesota						-	-
7950 Construction - North Dakota				1,738,638	19,269,055	38,258,202	59,265,895
7951 Construction - Minnesota						-	-
7952 Construction - O/H/B				11,282,504	5,044,001	749,384	17,075,889
7955 Construction Management				556,209	2,867,422	4,477,759	7,901,390
7990 Project Financing		50,000	70,000	216,376	566,600	3,908,112	4,811,088
7995 Project Eligible - Off Formula Costs							-
7999 Non Federal Participating Costs	116						116
Total Expenditures	984,750	17,005,957	11,990,261	45,324,414	95,896,147	143,993,666	315,195,195

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
October 31, 2016

	<u>Amount</u>
Assets	
Cash	\$ 79,729,035
Receivables	
State Water Commission	4,942,156
Proceeds from Oxbow Lot Sales	<u>2,383,317</u>
Total assets	<u>87,054,508</u>
Liabilities	
Vouchers payable	-
Retainage payable	<u>3,562,630</u>
Total liabilities	<u>3,562,630</u>
NET POSITION	<u><u>\$ 83,491,879</u></u>

FM Metropolitan Area Flood Risk Management Project
 FY 2016 Summary Budget Report (In Thousands)
 As of 31 October 2016

	FY 2016 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	39,375	2,024	32,431			6,944
Cass County	39,375	1,661	109,020			(69,645)
State of ND - 50 % Match	40,100	172	37,822			2,278
State of ND - 100% Match	109,900	4,770	55,970			53,930
State of Minnesota	-					-
Other Agencies	8,750		(13,337)			22,087
Financing Proceeds	-					-
Reimbursements	-	17	34			(34)
Sales of Assets	-		175			(175)
Property Income	-		258			(258)
Miscellaneous	-					-
Total Revenue Sources	237,500	8,644	222,373	-	-	15,127
Funds Appropriated						
Army Corp Local Share	47,279	-	47,279			-
Management Oversight	11,340	1,320	11,981	106%	5,225	(5,866)
Technical Activities	7,910	140	2,360	30%	2,874	2,676
Land Acquisitions	81,212	8,834	39,458	49%	26,868	14,886
Construction	85,999	4,258	39,008	45%	15,231	31,760
Mitigation	2,200				366	1,834
Other Costs	1,560	796	3,908	251%	1,442	(3,790)
Total Appropriations	237,500	15,348	143,994	61%	52,007	41,500

**FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements
October 2016**

Account_Number	Account_Name	CheckDate	Check_Number	Vendor_Name	Transaction_Amount	Expense_Description	Project Number	Project_Description
790-0000-206.10-00	Retainage	10/26/2016	272401	INDUSTRIAL BUILDERS INC	\$ 9,015.89	Retainage	V02818	MICKELSON LEVEE EXTENSION
	Retainage	10/26/2016	272401	INDUSTRIAL BUILDERS INC	\$ 1,085.86	PO #183957 Retainage	V02818	MICKELSON LEVEE EXTENSION
	Retainage	10/26/2016	272402	INDUSTRIAL CONTRACT SERVICES INC	\$ 379,181.75	Retainage PO 174726	V02805	PUMP STATION & FLOODWALL
	Retainage	10/26/2016	272402	INDUSTRIAL CONTRACT SERVICES INC	\$ (1,653.44)	Add retainage for credit	V02805	PUMP STATION & FLOODWALL
Total - Retainage Paid					\$ 387,630.06			
790-7910-429.33-20	Accounting Services	10/31/2016	JB10160048	CITY OF FARGO-AUDITORS OFFICE	\$ 600.00	CHARGE FOR COF TIME-10/16	V00102	General & Admin. WIK
Total WIK - General and Admin. - Accounting Office					\$ 600.00			
790-7910-429.33-25	Legal Services	10/19/2016	272197	ERIK R JOHNSON & ASSOCIATES	\$ 2,027.45	SEPT LEGAL SERVICES	V00102	General & Admin. WIK
	Legal Services	10/19/2016	272285	OXBOW, CITY OF	\$ 1,155.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
Total WIK - General and Admin. - Legal Services					\$ 3,182.45			
790-7910-429.38-68	Lobbyist	11/3/2016	583	P CARD BMO	\$ 3,762.88	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
Total WIK - General and Admin. -					\$ 3,762.88			
790-7915-429.33-05	Engineering Services	10/5/2016	271733	HOUSTON-MOORE GROUP LLC	\$ 3,783.35	WORK IN KIND	V01608	WORK-IN-KIND (WIK)
	Engineering Services	10/5/2016	271733	HOUSTON-MOORE GROUP LLC	\$ 57,148.50	HYDROLOGY/HYDRAULIC MODEL	V01609	HYDROLOGY/HYDRAULIC MODEL
	Engineering Services	10/19/2016	272285	OXBOW, CITY OF	\$ 765.00	MOORE ENGINEERING, INC.	V02402	OXBOW MOU-PRELIM ENGINRNG
	Engineering Services	10/19/2016	272285	OXBOW, CITY OF	\$ 7,736.30	MOORE ENGINEERING, INC.	V02403	OXBOW MOU-CONCEPT LAYOUTS
	Engineering Services	10/19/2016	272285	OXBOW, CITY OF	\$ 172.50	MOORE ENGINEERING, INC.	V02420	OXBOW MOU-MOORE ENG TO #6
	Engineering Services	10/26/2016	272399	HOUSTON-MOORE GROUP LLC	\$ 7,679.03	WORK IN KIND ITEMS	V01608	WORK-IN-KIND (WIK)
	Engineering Services	10/26/2016	272399	HOUSTON-MOORE GROUP LLC	\$ 16,024.00	HYDROLOGY/HYRAULIC MODEL	V01609	HYDROLOGY/HYDRAULIC MODEL
	Engineering Services	10/26/2016	272399	HOUSTON-MOORE GROUP LLC	\$ 21,361.91	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
	Engineering Services	10/26/2016	272399	HOUSTON-MOORE GROUP LLC	\$ 18,020.50	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	Total WIK - Project Design - Engineering Services					\$ 132,691.09		
790-7915-429.38-99	Other Services	11/3/2016	583	P CARD BMO	\$ 7,250.00	MAP SERVICE CENTER	V03401	CLOMR SUBMITTAL RVIEW FEE
Total WIK - Project Design - Other Services					\$ 7,250.00			
790-7920-429.33-05	Engineering Services	10/5/2016	271733	HOUSTON-MOORE GROUP LLC	\$ 72,352.13	PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
	Engineering Services	10/19/2016	272217	HOUSTON-MOORE GROUP LLC	\$ 53,382.35	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
Total WIK - Construction Management - Engineering Services					\$ 125,734.48			
790-7920-429.33-79	Construction Managemen	10/19/2016	272285	OXBOW, CITY OF	\$ 4,901.20	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
	Construction Managemen	10/26/2016	272360	CH2M HILL ENGINEERS INC	\$ 700,000.00	MGMT TECHINCAL OUTREACH	V00206	CH2M HILL-2.27-11.25.16
Total WIK - Construction Management - Construction Management					\$ 704,901.20			
790-7930-429.33-05	Engineering Services	10/5/2016	271733	HOUSTON-MOORE GROUP LLC	\$ 33,858.37	BRIDGE CHANNEL	V01618	WP28 - CR-16/CR-17 BRIDGE
	Engineering Services	10/19/2016	272217	HOUSTON-MOORE GROUP LLC	\$ 13,023.45	UTILITY DESIGN	V01610	UTILITIES DESIGN
	Engineering Services	10/19/2016	272217	HOUSTON-MOORE GROUP LLC	\$ 87.00	BRIDGE CHANNEL	V01618	WP28 - CR-16/CR-17 BRIDGE
	Engineering Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 20,851.90	19734 CASS COUNTY JOINT W	V01203	Cass Joint Water OHB
	Engineering Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 21.60	19734 CASS COUNTY JOINT W	V01203	Cass Joint Water OHB
	Engineering Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 7,489.04	19734 CASS COUNTY JOINT W	V01203	Cass Joint Water OHB
	Engineering Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 5,745.45	19734 CASS COUNTY JOINT W	V01201	Cass Joint Water ROE
	Engineering Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 21,975.58	19734 CASS COUNTY JOINT W	V02807	CASS JOINT WATER IN-TOWN
	Total LERRDS - North Dakota - Engineering Services					\$ 103,052.39		
790-7930-429.33-25	Legal Services	10/19/2016	272197	ERIK R JOHNSON & ASSOCIATES	\$ 336.60	LERRDS MATTERS	V00103	General & Admin. LERRDS
	Legal Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 20,245.80	19734 CASS COUNTY JOINT W	V01201	Cass Joint Water ROE
	Legal Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 3,097.50	19734 CASS COUNTY JOINT W	V01201	Cass Joint Water ROE
	Legal Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 11,868.00	19734 CASS COUNTY JOINT W	V01201	Cass Joint Water ROE
	Legal Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 538.00	19734 CASS COUNTY JOINT W	V02807	CASS JOINT WATER IN-TOWN
	Legal Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 8,529.29	19734 CASS COUNTY JOINT W	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Legal Services					\$ 44,615.19			

FM Metropolitan Area Flood Risk Management Project

Summary of Cash Disbursements

October 2016

790-7930-429.33-32	Appraisal Services	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 12,437.34	19734 CASS COUNTY JOINT W	V01201	Cass Joint Water ROE
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Total LERRDS - North Dakota - Appraisal Services \$ 12,437.34

790-7930-429.33-79	Construction Management	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 108,364.11	19734 CASS COUNTY JOINT W	V02807	CASS JOINT WATER IN-TOWN
	Construction Management	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 30,564.24	19734 CASS COUNTY JOINT W	V01203	Cass Joint Water OHB

Total LERRDS - North Dakota - Construction Management \$ 138,928.35

790-7930-429.38-61	Security Services	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 771.80	19734 CASS COUNTY JOINT W	V01203	Cass Joint Water OHB
	Security Services	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 731.16	19734 CASS COUNTY JOINT W	V01203	Cass Joint Water OHB

Total LERRDS - North Dakota - Security Services \$ 1,502.96

790-7930-429.38-95	Mowing Services	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 410.00	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Mowing Services	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 1,165.00	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Mowing Services	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 720.00	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Mowing Services	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 740.00	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN

Total LERRDS - North Dakota - Mowing Services \$ 3,035.00

790-7930-429.62-51	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 104.24	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 44.76	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 78.38	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 34.01	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 30.96	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 25.57	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 28.15	19734 CASS COUNTY JOINT W	V01702	ND LAND PURCHASE-HARDSHIP
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 39.50	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 35.08	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 32.61	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 38.56	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 230.60	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 45.38	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 37.66	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 69.19	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 64.86	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 54.10	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 42.45	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Electricity	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 35.00	19734 CASS COUNTY JOINT W	V01702	ND LAND PURCHASE-HARDSHIP

Total LERRDS - North Dakota - Electricity \$ 1,071.06

790-7930-429.67-11	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 3,990.00	19734 CASS COUNTY JOINT W	V01703	ND LAND PURCH - IN TOWN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 547,180.52	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 1,340,781.00	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 5,514.45	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 1,069.06	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 1,365.00	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 6,131.95	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 13,757.50	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 10,250.00	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 600.00	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN
	Residential Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 383.00	19734 CASS COUNTY JOINT W	V02411	OXBOW MOU-RESIDENT RLCTN

Total LERRDS - North Dakota - Residential Buildings \$ 1,931,022.48

790-7930-429.67-12	Commercial Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 5,370,000.00	19734 CASS COUNTY JOINT W	V01703	ND LAND PURCH - IN TOWN
	Commercial Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 50,585.32	19734 CASS COUNTY JOINT W	V01703	ND LAND PURCH - IN TOWN
	Commercial Buildings	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 110,929.22	19734 CASS COUNTY JOINT W	V01204	Cass Joint Water OCC

Total LERRDS - North Dakota - Commercial Buildings \$ 5,531,514.54

FM Metropolitan Area Flood Risk Management Project

Summary of Cash Disbursements

October 2016

790-7930-429.71-30	Land Purchases	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 177,399.29	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Land Purchases	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 437,371.41	19734 CASS COUNTY JOINT W	V01703	ND LAND PURCH - IN TOWN
	Land Purchases	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 326,393.52	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Land Purchases	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 106,000.00	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Land Purchases	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 12,000.00	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN
	Land Purchases	10/14/2016	JB10160018	Total LERRDS - North Dakota -	\$ 7,817.39	19734 CASS COUNTY JOINT W	V01701	ND LAND PURCH-OUT OF TOWN

Total LERRDS - North Dakota - Land Purchases \$ 1,066,981.61

790-7950-429.73-52	Flood Control	10/19/2016	272219	INDUSTRIAL BUILDERS INC	\$ 8,086.80	2 ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	Flood Control	10/26/2016	272401	INDUSTRIAL BUILDERS INC	\$ 1,439,014.26	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	Flood Control	10/26/2016	272401	INDUSTRIAL BUILDERS INC	\$ 191,063.58	MICKELSON LEVEE EXTENSION	V02818	MICKELSON LEVEE EXTENSION
	Flood Control	10/26/2016	272401	INDUSTRIAL BUILDERS INC	\$ 357,464.93	NORTH OF PUMP STATION	V02819	2ND ST N FLOODWALL
	Flood Control	10/26/2016	272401	INDUSTRIAL BUILDERS INC	\$ 1,256,611.07	NORTH OF PUMP STATION	V02819	2ND ST N FLOODWALL
	Flood Control	10/26/2016	272469	REINER CONTRACTING INC	\$ 32,962.24	EL ZAGAL PHASE 2	V02817	EL ZAGAL - PHASE 2
	Flood Control	10/26/2016	272402	INDUSTRIAL CONTRACT SERVICES INC	\$ (31,465.53)	4 ST PUMP STATION	V02805	PUMP STATION & FLOODWALL
	Flood Control	10/26/2016	272402	INDUSTRIAL CONTRACT SERVICES INC	\$ 614,635.33	2 ST PUMP STATION/FLOOD W	V02805	PUMP STATION & FLOODWALL
	Flood Control	10/26/2016	272401	INDUSTRIAL BUILDERS INC	\$ 73,368.92	MICKELSON LEVEE EXTENSION	V02818	MICKELSON LEVEE EXTENSION

Total ND Construction - Flood Control \$ 3,941,741.60

790-7950-429.73-70	Utilities	10/12/2016	271887	CONSOLIDATED COMMUNICATIONS	\$ 26,256.75	COMM RELOCATION	V02803	EVENTIS WP42 UTILITY RLCT
	Utilities	10/26/2016	272363	CONSOLIDATED COMMUNICATIONS	\$ 1,706.66	WPA-42A.1/A.3 S ROUTE	V02803	EVENTIS WP42 UTILITY RLCT
	Utilities	10/31/2016	JB10160047	CITY OF FARGO-AUDITORS OFFICE	\$ 277,728.81	COF FIBER RELOCATE COSTS	V02808	COF REROUTE FIBER OPTIC

Total ND Construction - Utilities \$ 305,692.22

790-7952-429.57-60	Out of State Travel Exp	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 1,235.43	19734 CASS COUNTY JOINT W	V01204	Cass Joint Water OCC
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Total O/H/B Construction - Out of State Travel Exp. \$ 1,235.43

790-7952-429.73-20	Site Improvements	10/19/2016	272285	OXBOW, CITY OF	\$ 8,986.16	HOUGH, INC.	V02417	OXBOW MOU-INTAKE/PUMP SYS
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Total O/H/B Construction - Site Improvements \$ 8,986.16

790-7955-429.33-05	Engineering Services	10/26/2016	272399	HOUSTON-MOORE GROUP LLC	\$ 293,504.20	WORK PACKAGE #42	V02806	CONSTRUCTION SVCS WP42
	Engineering Services	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 1,595.26	19734 CASS COUNTY JOINT W	V01203	Cass Joint Water OHB

Total Construction Management - Engineering Services \$ 295,099.46

790-7955-429.33-06	Quality Testing	10/19/2016	272314	TERRACON CONSULTING ENGINEERS	\$ 3,508.06	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	Quality Testing	10/19/2016	272314	TERRACON CONSULTING ENGINEERS	\$ 16,381.55	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	Quality Testing	10/19/2016	272314	TERRACON CONSULTING ENGINEERS	\$ 20,102.80	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	Quality Testing	10/19/2016	272314	TERRACON CONSULTING ENGINEERS	\$ 812.50	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING

Total Construction Management - Quality Testing \$ 40,804.91

790-7955-429.33-79	Construction Management	10/26/2016	272360	CH2M HILL ENGINEERS INC	\$ 139,081.50	CONSTRUCTION MGMT SERVICE	V02820	WP-42 CONSTRCTN MGMT-CH2M
	Construction Management	10/14/2016	JB10160018	CITY OF FARGO-AUDITORS OFFICE	\$ 6,700.00	19734 CASS COUNTY JOINT W	V01203	Cass Joint Water OHB

Total Construction Management - Construction Management \$ 145,781.50

790-7990-429.33-05	Engineering Services	10/5/2016	271733	HOUSTON-MOORE GROUP LLC	\$ 221.50	DOCUMENT PREPERATION	V01619	PPP DOCUMENT PREP SUPPRT
	Engineering Services	10/26/2016	272399	HOUSTON-MOORE GROUP LLC	\$ 10,400.88	DOCUMENT PREPERATION	V01619	PPP DOCUMENT PREP SUPPRT

Total Project Financing - Engineering Services \$ 10,622.38

790-7990-429.33-25	Legal Services	10/5/2016	271692	CASS COUNTY TREASURER	\$ 30,000.00	CHAPMAN & CUTLER FEES	V00102	General & Admin. WIK
	Legal Services	10/19/2016	272160	ASHURST LLP	\$ 298,220.97	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
	Legal Services	11/3/2016	583	P CARD BMO	\$ 85,568.28	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK

Total Project Financing - Legal Services \$ 413,789.25

790-7990-429.34-55	Financial Advisor	10/5/2016	271750	Total Project Financing -	\$ 178,686.50	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
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Total Project Financing - Financial Advisor \$ 178,686.50

790-7990-520.80-20	Interest On Bonds	10/5/2016	271692	Total Project Financing -	\$ 154,196.23	BANK INTEREST PAYMENT	V02901	\$50M CASS US BANK ADVANCE
	Interest On Bonds	10/5/2016	JB10160014	Total Project Financing -	\$ 28,801.88	10.3.16 WF INTEREST PMT	V02903	\$100M COF WELLS FAR ADVNC

Total Project Financing - Interest on Bonds \$ 182,998.11

790-7990-520.80-30	Fiscal Agent Fees	10/5/2016	JB10160014	CITY OF FARGO-AUDITORS OFFICE	\$ 9,950.00	10.3.16 WF FEES PAYMENT	V02903	\$100M COF WELLS FAR ADVNC
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Total Project Financing - Fiscal Agent Fees \$ 9,950.00

Total Disbursed for Period \$ 15,347,670.54 - less retainage paid

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of October 31, 2016

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 148,272,740.18	\$ 116,710,626.76	\$ 31,562,113.42	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
ARMY CORP OF ENGINEERS	51,929,000.00	51,929,000.00	-	Local Share
INDUSTRIAL BUILDERS INC	39,686,695.83	34,637,134.19	5,035,360.57	2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC	33,399,139.10	28,981,605.34	4,417,533.76	Engineering Services
CH2M HILL ENGINEERS INC	25,985,819.01	24,088,131.76	1,897,687.25	Project & Construction Management
INDUSTRIAL CONTRACT SERVICES I	17,568,371.39	15,448,953.47	2,048,458.43	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	15,339,435.00	14,629,138.97	710,296.03	City of Oxbow - MOU
DORSEY & WHITNEY LLP	3,293,842.85	3,293,842.85	-	Legal Services
CENTURYLINK	2,586,742.00	2,586,742.00	-	Utility Relocation
MINNESOTA DNR	2,325,472.35	2,325,472.35	-	EIS Scoping
LANDWEHR CONSTRUCTION INC	2,079,376.59	2,048,267.31	31,109.28	In-Town Demolition Contracts
ASHURST LLP	1,979,133.70	1,468,493.00	510,640.70	PPP Legal Counsel
URS CORPORATION	1,922,118.42	1,670,332.25	251,786.17	Engineering Services
CONSOLIDATED COMMUNICATIONS	1,732,568.75	1,024,584.87	707,983.88	Utility Relocation
KENNELLY & OKEEFFE	1,729,110.56	1,729,110.56	-	Home Buyouts
HOUGH INCORPORATED	1,603,259.25	491,355.50	1,111,903.75	2nd Street South Flood Control
REINER CONTRACTING INC	1,586,765.35	1,477,261.89	109,503.46	El Zagal Flood Risk Management
JP MORGAN CHASE-LOCKBOX PROCES	1,527,000.00	906,378.99	620,621.01	Financial Advisor
ACONEX (NORTH AMERICA) INC	1,322,146.00	306,856.00	1,015,290.00	Electronic Data Mgmt and Record Storage System
CITY OF FARGO	958,294.22	913,319.33	44,974.89	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
XCEL ENERGY	908,800.84	174,255.08	734,545.76	Utility Relocation
TERRACON CONSULTING ENGINEERS	774,990.00	615,862.84	159,127.16	Materials Testing
OHNSTAD TWICHELL PC	712,764.90	712,764.90	-	ROE and Bonding Legal Fees
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
CASS COUNTY TREASURER	630,828.68	630,828.68	-	Property Taxes and Bank Loan Advance DS Payments
US BANK	626,849.03	626,849.03	-	Loan Advance Debt Service Payments
DUCKS UNLIMITED	587,180.00	587,180.00	-	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	576,669.57	576,669.57	-	Engineering Services
ERIK R JOHNSON & ASSOCIATES	500,774.55	500,774.55	-	Legal Services
RED RIVER BASIN COMMISSION	500,000.00	500,000.00	-	Retention Projects - Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
AT & T	444,166.14	444,166.14	-	Utility Relocation
702 COMMUNICATIONS	326,243.91	266,892.07	59,351.84	Utility Relocation
BUFFALO-RED RIVER WATERSHED DI	220,768.00	-	220,768.00	Retention Projects - Engineering Services
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
AON RISK SERVICES CENTRAL, INC	150,000.00	-	150,000.00	P3 Risk Advisory Services
CABLE ONE (FARGO)	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
BOIS DE SIOUX WATERSHED DISTRI	145,380.00	-	145,380.00	Retention Projects - Engineering Services
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	135,167.00	-	Ag Risk Study Services
AT&T NETWORK OPERATIONS	125,238.30	125,238.30	-	Utility Relocation
ENVENTIS	115,685.62	115,685.62	-	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	111,000.00	70,438.32	40,561.68	Engineering Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	104,600.00	-	Water Level Discharge Collection
FREDRIKSON & BYRON, PA	101,762.88	73,762.88	28,000.00	Lobbying Services
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Vibrating Wire Piezometer Equipment
ULTEIG ENGINEERS INC	100,000.00	-	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing
EL ZAGAL TEMPLE HOLDING CO	76,000.00	76,000.00	-	Easement Purchase for El Zagal Levee
SPRINGSTED INCORPORATED	74,301.85	40,320.77	33,981.08	Financial Advisor

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of October 31, 2016

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CENTURYLINK ASSET ACCOUNTING-B	74,195.92	74,195.92	-	Utility Relocation
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
NIXON PEABODY LLC	60,000.00	60,000.00	-	Legal Services
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing
ADVANCED ENGINEERING INC	50,000.00	50,000.00	-	Public Outreach
US GEOLOGICAL SURVEY	46,920.00	46,920.00	-	Stage Gage Installation
CLAY COUNTY AUDITOR	34,180.71	34,180.71	-	Property Tax, Home Buyout Demo
GEEKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
WARNER & CO	24,875.00	24,875.00	-	General Liability Insurance
XCEL ENERGY-FARGO	16,275.85	16,275.85	-	Utility Relocation
PRIMORIS AEVENIA INC	16,230.00	16,230.00	-	Utility Relocation
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN	10,000.00	10,000.00	-	Membership Dues
MAP SERVICE CENTER	7,250.00	7,250.00	-	Permit fee
ONE	3,575.00	3,575.00	-	Legal Services
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
BNSF RAILWAY CO	2,925.00	2,925.00	-	Permits for In-Town Levee Projects
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
DEPT OF NATURAL RESOUR	1,000.00	1,000.00	-	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
RED RIVER TITLE SERVICES INC	675.00	675.00	-	Abstract Updates
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
DAWSON INSURANCE AGENCY	388.52	388.52	-	Property Insurance - Home Buyouts
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
Grand Total	367,286,927.16	315,195,194.05	52,006,572.55	

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of October 31, 2016**

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo								
Park East Apartments - 1 2nd St S	6/23/2015	9,002,442.20	-	-	-	1,376,106.04	-	10,378,548.24
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	-	-	3,271,847.09	(1,100.00)	6,536,826.69
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	-	-	7,550,036.23	-	9,453,512.01
Mid America Steel - NP Ave. North	6/21/2016	437,371.41	-	-	-	5,370,000.00	-	5,807,371.41
Home Buyouts - Fargo								
1322 Elm St N	11/19/2014	347,270.27	-	-	-	47,168.14	-	394,438.41
1326 Elm St N	12/23/2014	230,196.41	-	-	-	8,001.02	-	238,197.43
1341 N Oak St	1/29/2015	309,888.24	-	-	-	78,889.24	-	388,777.48
1330 Elm St N	2/12/2015	229,982.44	-	-	-	62,362.63	-	292,345.07
18 North Terrace N	4/2/2015	129,698.25	-	-	-	44,688.72	-	174,386.97
1318 Elm St N	5/29/2015	229,012.67	-	-	-	55,452.01	-	284,464.68
724 North River Road	6/8/2015	204,457.83	-	-	-	35,615.30	(10,000.00)	230,073.13
1333 Oak Street N	6/24/2015	238,513.23	-	-	-	5,249.00	-	243,762.23
26 North Terrace N	9/11/2015	138,619.58	-	-	-	12,620.00	-	151,239.58
16 North Terrace N	9/24/2015	227,987.50	-	-	-	96,717.14	-	324,704.64
24 North Terrace N	11/25/2015	182,437.38	-	-	-	29,269.60	-	211,706.98
1314 Elm Street N	12/18/2015	225,800.09	-	-	-	42,025.00	-	267,825.09
12 North Terrace N	2/9/2016	10,191.00	-	-	-	-	-	10,191.00
1313 Elm Street N		350,000.00	-	-	-	3,360.00	-	353,360.00
Home Buyouts - Moorhead								
387 170th Ave SW	11/1/2013	281,809.91	-	-	-	-	(8,440.00)	273,369.91
16678 3rd St S		-	-	-	192,600.00	80,210.80	-	272,810.80
Home Buyouts - Oxbow								
105 Oxbow Drive	11/28/2012	216,651.85	-	-	-	-	(181,249.54)	35,402.31
744 Riverbend Rd	12/3/2012	343,828.30	-	-	-	2,435.00	-	346,263.30
121 Oxbow Drive	7/31/2013	375,581.20	-	-	-	-	(186,918.33)	188,662.87
333 Schnell Drive	9/20/2013	104,087.79	-	-	-	-	-	104,087.79
346 Schnell Drive	2/13/2014	512,970.73	-	-	-	7,200.00	-	520,170.73
345 Schnell Drive	10/24/2014	478,702.98	-	-	-	6,869.44	-	485,572.42
336 Schnell Drive	1/29/2015	310,888.51	-	-	-	185,620.00	-	496,508.51
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	-	-	10,549.70	-	2,708,776.67
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	-	-	176,524.79	-	643,245.59
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	-	-	309,992.53	-	616,717.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	-	-	205,699.82	-	686,484.12
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	-	-	267,757.65	-	757,848.97
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	-	-	507,103.56	-	976,181.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	-	-	312,212.95	-	806,555.82
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	-	-	1,328,151.00
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	-	-	279,237.35	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-	-	-	-	-	125,077.88
852 Riverbend Rd	1/11/2016	1,222,608.19	-	-	-	10,891.60	-	1,233,499.79
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	-	-	284,349.88	-	605,439.65
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	-	-	469,875.64	-	1,068,761.07
326 Schnell Drive	2/19/2016	326,842.17	-	-	-	225,073.09	-	551,915.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	-	-	561,322.48	-	1,101,218.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	-	-	640,305.43	-	1,312,431.27
839 Riverbend Road	7/20/2016	1,775,311.60	-	-	-	10,631.50	-	1,785,943.10
833 Riverbend Rd / 446 Trent Jones Dr	7/14/2016	801,671.69	-	-	-	579,388.16	-	1,381,059.85
328 Schnell Dr / 347 Trent Jones Dr	7/14/2016	320,803.64	-	-	-	329,117.70	-	649,921.34
332 Schnell Dr / 335 Trent Jones Dr	8/2/2016	328,639.47	-	-	-	350,184.95	-	678,824.42
817 Riverbend Road / 421 Trent Jones Dr	In Escrow	448,300.00	-	-	-	-	-	448,300.00
829 Riverbend Rd / 788 River Bend Rd		-	-	-	-	8,000.00	-	8,000.00
828 Riverbend Rd		-	-	25,000.00	25,000.00	-	-	25,000.00
330 Schnell Drive		-	-	150,000.00	150,000.00	-	-	150,000.00
844 Riverbend Road		-	-	400,000.00	400,000.00	-	-	400,000.00
338 Schnell Dr / 775 River Bend Rd		-	115,000.00	107,500.00	222,500.00	453,212.00	-	675,712.00
813 Riverbend Rd / 449 Trent Jones Dr		-	163,000.00	65,000.00	228,000.00	-	-	228,000.00
341 Schnell Dr / 343 Trent Jones Dr		-	143,000.00	133,475.50	284,292.89	19,889.45	-	304,182.34
329 Schnell Dr / 417 Trent Jones Dr		-	130,000.00	50,000.00	180,000.00	-	-	180,000.00
805 Riverbend Rd / 776 River Bend Rd		-	131,000.00	89,855.00	220,855.00	-	-	220,855.00
317 Schnell Dr / 409 Trent Jones Dr		326,393.52	136,000.00	86,000.00	222,000.00	558,413.52	-	1,106,807.04
821 Riverbend Rd / 438 Trent Jones Dr		-	108,000.00	77,000.00	185,000.00	-	-	185,000.00
321 Schnell Dr / 410 Trent Jones Dr		-	148,000.00	114,134.00	262,134.00	12,000.00	-	274,134.00
337 Schnell Dr / 353 Trent Jones Dr		-	124,000.00	98,021.00	222,021.00	-	-	222,021.00
840 Riverbend Rd / 442 Trent Jones Dr		-	139,000.00	50,000.00	189,000.00	-	-	189,000.00
325 Schnell Drive / 426 Trent Jones Dr		-	141,000.00	84,800.00	225,800.00	368,421.20	-	594,221.20
816 Riverbend Rd / 441 Trent Jones Dr		-	107,000.00	270,426.00	377,426.00	-	-	377,426.00
808 Riverbend Road / 254 South Schnell Dr		-	150,000.00	46,211.25	196,211.25	-	-	196,211.25
313 Schnell Drive/ 413 Trent Jones Dr		-	133,000.00	64,243.00	197,243.00	-	-	197,243.00
848 Riverbend Rd / 783 River Bend Rd	In Escrow	1,446,781.00	160,000.00	40,000.00	200,000.00	-	-	1,646,781.00
843 Riverbend Rd / 445 Trent Jones Dr		-	160,000.00	20,000.00	180,000.00	-	-	180,000.00
Home Buyouts - Hickson								
17495 52nd St SE	4/28/2015	785,747.66	-	-	-	27,604.74	-	813,352.40
4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	-	-	92,817.44	-	338,744.15
Easements - Fargo								
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	-	-	76,000.00
72 2nd St N	4/13/2016	37,020.00	-	-	-	-	-	37,020.00

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of October 31, 2016**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,720,142.00	\$ 8,683,649.98
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	774,990.00	615,862.84
V02803	Consolidated Communications	2nd Street Utility Relocation	1,848,254.37	1,140,270.49
V02804	702 Communications	2nd Street Utility Relocation	326,243.91	266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	17,568,971.39	15,520,512.96
V02806	HMG	WP42 - Services During Construction	4,932,000.00	3,385,917.95
V02807	CCJWRD	In-Town Levee Work	6,633,614.01	4,938,459.52
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	360,705.75	315,730.86
V02809	AT & T	2nd Street Utility Relocation	569,404.44	569,404.44
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	925,076.69	190,530.93
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	17,073,394.28	14,980,129.71
V02813	Landwehr Construction	Park East Apartments Demolition	1,177,151.74	1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,660,937.92	2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	902,224.85	878,615.57
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	1,586,765.35	1,477,261.89
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	730,989.00	730,944.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	13,164,495.55	10,258,936.07
V02820	CH2M Hill	WP42 - Construction Management Services	1,020,000.00	522,312.75
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	1,603,259.25	491,355.50
V01703	Various	In-Town Property Purchases	39,000,753.11	36,274,241.09
			\$ 121,744,114.98	\$ 105,087,848.78

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

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

Drawdown Request No: 35	
Requested Amount:	\$ 6,062,680
Total Funds Expended This Period:	\$ 10,832,397
Total Funds Requested at 100% Match	1,292,963
Remaining Funds Requested at 50% Match	9,539,434
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	4,769,717
Total Funds Requested:	\$ 6,062,680

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
Appropriations to be funded in 2017 Legislative Session - Available 7/1/2017	51,500,000	
Appropriations to be funded in 2019 Legislative Session - Available 7/1/2019	51,500,000	
Appropriations to be funded in 2021 Legislative Session - Available 7/1/2021	51,500,000	
Appropriations to be funded in 2023 Legislative Session - Available 7/1/2023	51,500,000	
Total State Funds	206,000,000	244,000,000
Less: Payment #1 through #35 - City of Fargo		(55,510,209)
Less: Payment #1 - Cass County		(136,039)
Less: Payment #1 through #20 - FM Diversion Authority		(28,862,208)
Less: Payment #21 - FM Diversion Authority		(2,580,786)
Less: Payment #22 - FM Diversion Authority		(3,998,879)
Less: Payment #23 - FM Diversion Authority		(1,985,040)
Less: Payment #24 - FM Diversion Authority		(2,752,283)
Less: Payment #25 - FM Diversion Authority		(10,000,000)
Less: Payment #26 - FM Diversion Authority		(1,021,657)
Less: Payment #27 - FM Diversion Authority		(4,940,909)
Less: Payment #28 - FM Diversion Authority		(2,209,200)
Less: Costs Moved from Fargo Flood Control (Diversion) to Interior Flood Control		20,301,855
Less: Payment #29 - FM Metro Area Flood Risk Management Project		(2,900,000)
Less: Payment #30 - FM Metro Area Flood Risk Management Project		(3,681,747)
Less: Payment #31 - FM Metro Area Flood Risk Management Project		(6,900,000)
Less: Payment #32 - FM Metro Area Flood Risk Management Project		(3,725,044)
Less: Payment #33 - FM Metro Area Flood Risk Management Project		(4,655,547)
Less: Payment #34 - FM Metro Area Flood Risk Management Project		(22,500,000)
Less: Payment #35 - FM Metro Area Flood Risk Management Project		(6,062,680)
Total Funds Reimbursed		(144,120,373)
Total State Fund Balances Remaining	\$	99,879,627

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

LOCAL MATCHING FUNDS SUMMARY:	
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$ 64,202,685
Less: Match Used on Payment #1 through #35 - City of Fargo	(41,506,620)
Less: Match used on Payment #1 - Cass County	(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority	(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority	(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority	(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority	(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority	(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority	(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority	(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority	(1,374,624)
Less: Match Used on Payment #20 - FM Diversion Authority	(1,427,344)
Less: Match Used on Payment #22 - FM Diversion Authority	(116,437)
Less: Match Used on Payment #23 - FM Diversion Authority	(487,124)
Less: Match Used on Payment #24 - FM Diversion Authority	(1,688,474)
Less: Match Used on Payment #26 - FM Diversion Authority	(445,642)
Less: Match Used on Payment #28 - FM Diversion Authority	(1,116,010)
Less: Match Used on Payment #30 - FM Metro Area Flood Risk Management Project	(1,581,147)
Less: Match Used on Payment #32 - FM Metro Area Flood Risk Management Project	(1,215,895)
Less: Match Used on Payment #33 - FM Metro Area Flood Risk Management Project	(2,785,070)
Less: Match Used on Payment #35 - FM Metro Area Flood Risk Management Project	(1,292,963)
Balance of Local Matching Funds Available	\$ 4,632,241

Oxbow Lot Sales

Last Update: 11/1/2016

Non-Buyout Lot Sales (Proceed Split 75/25)	Lot	Block	Addition	Address	Sale Price	Closed	Closing Date	Deposit	OJDA Share (25%)	Net Sale Proceeds	DA Share (75%)
	2	1	Oxbow 4th Addition	331 Trent Jones Drive	\$156,000.00	Yes	4/8/2016		\$38,956.25	\$155,825.00	\$116,868.75
	6	3	Oxbow 2nd Addition	779 River Bend Road	\$123,150.00	Yes	4/11/2016		\$30,718.75	\$122,875.00	\$92,156.25
	18	3	Oxbow 2nd Addition	754 River Bend Road	\$109,000.00	Yes	4/29/2016		\$27,208.75	\$108,835.00	\$81,626.25
	35	3	Oxbow 2nd Addition	425 Trent Jones Drive	\$119,000.00	Yes	4/29/2016		\$29,708.75	\$118,835.00	\$89,126.25
	20	1	Oxbow 3rd Addition	246 South Schnell Drive	\$160,000.00	Yes	4/29/2016		\$39,946.88	\$159,787.50	\$119,840.62
	21	1	Oxbow 3rd Addition	250 South Schnell Drive	\$160,000.00	Yes	4/29/2016		\$39,946.88	\$159,787.50	\$119,840.62
	49	3	Oxbow 2nd Addition	418 Trent Jones Drive	\$152,000.00	Yes	5/20/2016		\$37,905.00	\$151,620.00	\$113,715.00
	2	1	Oxbow 3rd Addition	784 River Bend Road	\$211,001.00	Yes	6/2/2016		\$52,655.30	\$210,621.20	\$157,965.90
	36	3	Oxbow 2nd Addition	429 Trent Jones Drive	\$111,000.00	Yes	7/7/2016		\$26,010.00	\$104,040.00	\$78,030.00
	23	2	Oxbow 2nd Addition	233 South Schnell Drive	\$65,000.00	Yes	7/22/2016		\$15,231.24	\$60,924.97	\$45,693.73
	17	3	Oxbow 2nd Addition	756 River Bend Road	\$99,000.00	Yes	8/31/2016		\$23,202.50	\$92,810.00	\$69,607.50
	11	3	Oxbow 2nd Addition	780 River Bend Road	\$144,000.00	Yes	8/31/2016		\$33,777.50	\$135,110.00	\$101,332.50
	46	3	Oxbow 2nd Addition	430 Trent Jones Drive	\$113,000.00	Yes	8/31/2016		\$26,492.50	\$105,970.00	\$79,477.50
	1	3	Oxbow 3rd Addition	119 Westview Lane	\$90,000.00	Yes	8/31/2016		\$21,087.50	\$84,350.00	\$63,262.50
								\$0.00		\$0.00	
14	Lots			\$1,812,151.00			\$0.00	\$442,847.80	\$1,771,391.17	\$1,328,543.37	

Lot Sales (100% Diversion Authority Proceed)	Lot	Block	Addition	Address	Sale Price	Buyout Agreement			DA Share (100%)
	8	3	Oxbow 2nd Addition	787 River Bend Road	\$174,000.00	Yes			\$174,000.00
	6	1	Oxbow 4th Addition	353 Trent Jones Drive	\$124,000.00	Yes			\$124,000.00
	9	1	Oxbow 3rd Addition	442 Trent Jones Drive	\$139,000.00	Yes			\$139,000.00
	7	1	Oxbow 3rd Addition	449 Trent Jones Drive	\$163,000.00	Yes			\$163,000.00
	15	3	Oxbow 2nd Addition	764 River Bend Road	\$111,000.00	Yes			\$111,000.00
	48	3	Oxbow 2nd Addition	422 Trent Jones Drive	\$170,000.00	No			\$0.00
	50	3	Oxbow 2nd Addition	414 Trent Jones Drive	\$158,000.00	No			\$0.00
	1	1	Oxbow 3rd Addition	788 River Bend Road	\$205,000.00	No			\$0.00
	7	3	Oxbow 2nd Addition	783 River Bend Road	\$160,000.00	Yes			\$160,000.00
	16	3	Oxbow 2nd Addition	760 River Bend Road	\$114,000.00	Yes			\$114,000.00
	47	3	Oxbow 2nd Addition	426 Trent Jones Drive	\$141,000.00	Yes			\$141,000.00
	3	1	Oxbow 4th Addition	335 Trent Jones Drive	\$133,000.00	Yes			\$133,000.00
	31	3	Oxbow 2nd Addition	409 Trent Jones Drive	\$136,000.00	Yes			\$136,000.00
	45	3	Oxbow 2nd Addition	434 Trent Jones Drive	\$114,000.00	No			\$0.00
	13	3	Oxbow 2nd Addition	772 River Bend Road	\$134,000.00	Yes			\$134,000.00
	3	3	Oxbow 2nd Addition	761 River Bend Road	\$104,000.00	Yes			\$104,000.00
	5	3	Oxbow 2nd Addition	775 River Bend Road	\$115,000.00	Yes			\$115,000.00
	33	3	Oxbow 2nd Addition	417 Trent Jones Drive	\$130,000.00	Yes			\$130,000.00
	4	1	Oxbow 4th Addition	343 Trent Jones Drive	\$143,000.00	Yes			\$143,000.00
	14	3	Oxbow 2nd Addition	768 River Bend Road	\$143,000.00	Yes			\$143,000.00
	4	3	Oxbow 2nd Addition	769 River Bend Road	\$101,000.00	Yes			\$101,000.00
5	1	Oxbow 4th Addition	347 Trent Jones Drive	\$150,000.00	Yes			\$150,000.00	
32	3	Oxbow 2nd Addition	413 Trent Jones Drive	\$133,000.00	Yes			\$133,000.00	
1	3	Oxbow 2nd Addition	751 River Bend Road	\$114,000.00	Yes			\$114,000.00	
4	1	Oxbow 3rd Addition	437 Trent Jones Drive	\$95,000.00	Yes			\$95,000.00	

Oxbow Lot Sales

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

Unassigned Lots	Lot	Block	Addition	Address	Appraisal Price
	1	2	Oxbow 3rd Addition	102 Westview Lane	\$105,000.00
	33	2	Oxbow 2nd Addition	103 Westview Lane	\$78,000.00
	2	2	Oxbow 3rd Addition	106 Westview Lane	\$58,000.00
	32	2	Oxbow 2nd Addition	107 Westview Lane	\$62,000.00
	3	2	Oxbow 3rd Addition	110 Westview Lane	\$52,000.00
	31	2	Oxbow 2nd Addition	111 Westview Lane	\$58,000.00
	4	2	Oxbow 3rd Addition	114 Westview Lane	\$52,000.00
	30	2	Oxbow 2nd Addition	115 Westview Lane	\$64,000.00
	5	2	Oxbow 3rd Addition	120 Westview Lane	\$52,000.00
	2	3	Oxbow 3rd Addition	123 Westview Lane	\$100,000.00
	6	2	Oxbow 3rd Addition	124 Westview Lane	\$52,000.00
	3	3	Oxbow 3rd Addition	127 Westview Lane	\$158,000.00
	7	2	Oxbow 3rd Addition	128 Westview Lane	\$63,000.00
	8	2	Oxbow 3rd Addition	132 Westview Lane	\$63,000.00
	3	2	Oxbow 6th Addition	213 South Schnell Drive	\$69,000.00
	2	1	Oxbow 6th Addition	214 South Schnell Drive	\$114,000.00
	2	2	Oxbow 6th Addition	217 South Schnell Drive	\$72,000.00
	3	1	Oxbow 6th Addition	218 South Schnell Drive	\$94,000.00
	4	3	Oxbow 3rd Addition	221 South Schnell Drive	\$113,000.00
4	1	Oxbow 6th Addition	222 South Schnell Drive	\$85,000.00	
5	3	Oxbow 3rd Addition	225 South Schnell Drive	\$95,000.00	
5	1	Oxbow 6th Addition	226 South Schnell Drive	\$85,000.00	
24	2	Oxbow 2nd Addition	229 South Schnell Drive	\$65,000.00	
6	1	Oxbow 6th Addition	232 South Schnell Drive	\$84,000.00	
22	2	Oxbow 2nd Addition	237 South Schnell Drive	\$78,000.00	
7	1	Oxbow 6th Addition	238 South Schnell Drive	\$125,000.00	
21	2	Oxbow 2nd Addition	241 South Schnell Drive	\$75,000.00	
8	1	Oxbow 6th Addition	242 South Schnell Drive	\$150,000.00	
20	2	Oxbow 2nd Addition	245 South Schnell Drive	\$75,000.00	
19	2	Oxbow 2nd Addition	249 South Schnell Drive	\$102,000.00	

Oxbow Lot Sales

18	2	Oxbow 2nd Addition	253 South Schnell Drive	\$73,000.00
17	2	Oxbow 2nd Addition	257 South Schnell Drive	\$59,000.00
16	2	Oxbow 2nd Addition	261 South Schnell Drive	\$76,000.00
2	2	Oxbow 2nd Addition	304 Trent Jones Drive	\$76,000.00
3	2	Oxbow 2nd Addition	308 Trent Jones Drive	\$75,000.00
4	2	Oxbow 2nd Addition	312 Trent Jones Drive	\$75,000.00
5	2	Oxbow 2nd Addition	316 Trent Jones Drive	\$70,000.00
6	2	Oxbow 2nd Addition	320 Trent Jones Drive	\$64,000.00
7	2	Oxbow 2nd Addition	324 Trent Jones Drive	\$69,000.00
8	2	Oxbow 2nd Addition	328 Trent Jones Drive	\$87,000.00
9	2	Oxbow 2nd Addition	332 Trent Jones Drive	\$89,000.00
10	2	Oxbow 2nd Addition	336 Trent Jones Drive	\$102,000.00
11	2	Oxbow 2nd Addition	340 Trent Jones Drive	\$87,000.00
12	2	Oxbow 2nd Addition	344 Trent Jones Drive	\$80,000.00
13	2	Oxbow 2nd Addition	348 Trent Jones Drive	\$84,000.00
14	2	Oxbow 2nd Addition	352 Trent Jones Drive	\$98,000.00
15	2	Oxbow 2nd Addition	356 Trent Jones Drive	\$73,000.00
47	Lots			\$3,835,000.00

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



09 November 2016 PMC Report to DA Finance Committee

Presented By:
Program Management Consultant

PMC Report – 09 November 2016

- ▶ Overall Program Status
- ▶ Current FY 2016 Status
- ▶ Draft FY 2017 Cash Budget
- ▶ PMC Contract Amendments



Overall Program Status

Budget Categories – Per Requested Categories



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

Schedule Budget Categories	Program Budget (2015\$)	Actuals thru 30 Sep 2016	Remaining Program Budget	Estimate At Completion (EAC)	Variance
PROGRAM	2,205,566,043	309,020,491	1,896,545,552	2,205,566,043	-
Diversion Channel & Assoc. Infrastructure (P3)	755,268,516	122,928	755,145,588	755,268,516	-
Southern Embankment & Assoc. Infrastructure	371,353,664	51,929,000	319,424,664	371,353,664	-
Mitigation & Associated Infrastructure	64,712,848	7,310,689	57,402,159	64,712,848	-
In-Town Flood Protection	204,863,752	64,677,058	140,186,694	204,863,752	-
Enabling Work / Other	14,113,749	-	14,113,749	14,113,749	-
Land Acquisition	426,589,476	120,132,282	306,457,195	426,589,476	-
Engineering & Design Fees	80,539,955	31,215,820	49,324,135	80,539,955	-
Program Management	128,225,500	33,632,715	94,592,785	128,225,500	-
Contingency	159,898,584	-	159,898,584	159,898,584	-
Debt Service					
Maintenance					

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

Schedule Budget Categories	Program Budget (2015\$)	Actuals thru 30 Sep 2016	Remaining Program Budget	Estimate At Completion (EAC)	Variance
PROGRAM	2,205,566,043	309,020,491	1,896,545,552	2,205,566,043	-
Diversion Channel & Assoc. Infrastructure (P3)	755,268,516	122,928	755,145,588	755,268,516	-
Management, Legal, Financial, Procurement	41,268,059	122,928	41,145,131	41,268,059	-
Channel - Construction	714,000,457	-	714,000,457	714,000,457	-
Southern Embankment & Assoc. Infrastructure	371,353,664	51,929,000	319,424,664	371,353,664	-
WP-26 Diversion Inlet	68,743,917	-	68,743,917	68,743,917	-
WP-27 Red River - West Embankment	18,050,477	-	18,050,477	18,050,477	-
WP-29 Red River - East Embankment	15,652,398	-	15,652,398	15,652,398	-
WP-30 Wild Rice River Control Structure	35,608,353	-	35,608,353	35,608,353	-
WP-31 I-29 NS Bridge	55,281,013	-	55,281,013	55,281,013	-
WP-33 CR81 Bridge	5,253,756	-	5,253,756	5,253,756	-
WP-35 Red River Control Structure	63,252,598	-	63,252,598	63,252,598	-
WP-39 Overflow Embankment	10,536,493	-	10,536,493	10,536,493	-
WP-46 Utilities	8,477,533	-	8,477,533	8,477,533	-
WP-47 Utilities	1,175,448	-	1,175,448	1,175,448	-
WP-50 Phase II Demo	12,364,450	-	12,364,450	12,364,450	-
WP-51 Recreation	9,528,439	-	9,528,439	9,528,439	-
WP-53 BNSF Moorhead Line Raise	44,008,615	-	44,008,615	44,008,615	-
WP-54 - Hwy 75 Road Raise	11,320,174	-	11,320,174	11,320,174	-
USACE Local Share \ Management Oversight	12,100,000	51,929,000	(39,829,000)	12,100,000	-
Mitigation & Associated Infrastructure	64,712,848	7,310,689	57,402,159	64,712,848	-
WP-36 Wild Rice Dam Mitigation	2,027,696	-	2,027,696	2,027,696	-
WP-40 Drayton Dam Mitigation	6,758,988	-	6,758,988	6,758,988	-
WP-41 Buffalo River Mitigation	1,689,747	-	1,689,747	1,689,747	-
WP-43 Oxbow-Hickson-Bakke	42,773,436	7,310,689	35,462,747	42,773,436	-
WP-49 Cultural Remediation	542,999	-	542,999	542,999	-
WP-52 Comstock Ring Levee	10,919,981	-	10,919,981	10,919,981	-
In-Town Flood Protection	204,863,752	64,677,058	140,186,694	204,863,752	-
WP-42 In-Town Levees	100,714,949	64,677,058	36,037,890	100,714,949	-
Complementary In-Town Flood Protection	104,148,803	-	104,148,803	104,148,803	-
Enabling Work / Other	14,113,749	-	14,113,749	14,113,749	-
Demolition	508,353	-	508,353	508,353	-
WP-28 - Cass County Road 16 and 17 Bridge	13,605,396	-	13,605,396	13,605,396	-

FM Area Diversion Project
OVERALL PROGRAM (2015\$) Summary

Schedule Budget Categories	Program Budget (2015\$)	Actuals thru 30 Sep 2016	Remaining Program Budget	Estimate At Completion (EAC)	Variance
Land Acquisition	426,589,476	120,132,282	306,457,195	426,589,476	-
Management, Legal, Financial, Procurement	51,463,000	5,836,101	45,626,899	51,463,000	-
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	72,199,150	11,942,955	60,256,195	72,199,150	-
SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE	136,589,980	4,955,258	131,634,722	136,589,980	-
MITIGATION AND ASSOCIATED INFRASTRUCTURE	81,761,211	66,912,310	14,848,901	81,761,211	-
WP-38 Upstream Staging	47,160,000	-	47,160,000	47,160,000	-
IN-TOWN FLOOD PROTECTION	37,416,136	30,485,658	6,930,478	37,416,136	-
Engineering & Design Fees	80,539,955	31,215,820	49,324,135	80,539,955	-
Management, Legal, Financial, Procurement	8,685,616	4,125,288	4,560,328	8,685,616	-
WORK-IN-KIND PROGRAMS (WIK) STUDIES	19,682,433	8,871,801	10,810,632	19,682,433	-
INDICATIVE DESIGN	14,469,297	6,649,567	7,819,730	14,469,297	-
(LERRDs) - LAND, EASEMENTS, ROW, RELOCATION & DISPOSAL AR	534,000	288,040	245,960	534,000	-
PERMITTING	11,541,039	2,846,449	8,694,590	11,541,039	-
CERTIFICATION	2,050,000	-	2,050,000	2,050,000	-
FMDA DETENTION FUNDING	3,000,000	500,000	2,500,000	3,000,000	-
MITIGATION AND ASSOCIATED INFRASTRUCTURE	19,741,602	7,934,674	11,806,928	19,741,602	-
ENABLING WORK	835,968	-	835,968	835,968	-
Program Management	128,225,500	33,632,715	94,592,785	128,225,500	-
Management, Legal, Financial, Procurement	128,225,500	33,632,715	94,592,785	128,225,500	-
Contingency	159,898,584	-	159,898,584	159,898,584	-
SYSTEM WIDE	21,795,449	-	21,795,449	21,795,449	-
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	47,173,841	-	47,173,841	47,173,841	-
SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE	38,696,058	-	38,696,058	38,696,058	-
MITIGATION AND ASSOCIATED INFRASTRUCTURE	40,891,969	-	40,891,969	40,891,969	-
IN-TOWN FLOOD PROTECTION	10,101,623	-	10,101,623	10,101,623	-
ENABLING WORK	1,239,644	-	1,239,644	1,239,644	-
Debt Service					
Maintenance					

Current FY 2016 Status



2016 Diversion Authority Cash Budget

Annual Budget	Current FY16 Budget	Paid thru 30 Sep 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
PROGRAM	237,500,000	128,645,994	108,854,006	108,854,006
Land Acquisition	81,211,609	28,409,670	52,801,939	52,801,939
Construction	69,507,794	39,454,941	30,052,853	30,052,853
Design/Permitting	7,910,478	3,765,763.52	4,144,714	4,144,714
Proj Mgmt/Legal/Financing	60,179,000	57,015,619.72	3,163,380	3,163,380
Mitigation	800,000	-	800,000	800,000
Utility Relocates	16,491,119	-	16,491,119	16,491,119
Retention	1,400,000	-	1,400,000	1,400,000

2016 Diversion Authority Cash Budget

DETAILED BREAKOUT

Annual Budget	Current FY16 Budget	Paid thru 30 Sep 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
PROGRAM	237,500,000	128,645,994	108,854,006	108,854,006
Land Acquisition	81,211,609	28,409,670	52,801,939	52,801,939
In Town Levees (WP-42)	12,816,032	10,937,851	1,878,181	1,878,181
OHB Levee (WP-43)	43,687,571	13,934,825	29,752,746	29,752,746
DCAI Phase 1 (50%)	5,000,000	148	4,999,852	4,999,852
Staging Area (WP-38)	3,526,000	2,641,928	884,072	884,072
CR16/17 and Gated Inlet (WP-26, WP-28)	1,200,783		1,200,783	1,200,783
Wild Rice Control Structure	248,217		248,217	248,217
Hardship	2,112,509		2,112,509	2,112,509
Opportunistic	4,865,497		4,865,497	4,865,497
Land Acquisition Mgmt	7,755,000	894,919	6,860,081	6,860,081
Easements ROW Relocation and Disposal	-		-	-
Construction	69,507,794	39,454,941	30,052,853	30,052,853
In-Town Levees (WP-42)	54,134,132	33,700,305	20,433,827	20,433,827
WP-42A.1/A.3: 4th St. Pump Station and Floodwall	9,458,410	4,354,845	5,103,565	5,103,565
WP-42A.2: 2nd St. N Pump Station	3,231,532	2,574,714	656,818	656,818
WP-42F.1S: Flood Control, 2nd St. N, So. of 3rd	15,926,387	11,669,299	4,257,088	4,257,088
WP-42F.1N: Flood Control, 2nd St. N, No. of 3rd	16,500,000	8,632,216	7,867,784	7,867,784
WP-42G	-			-
WP-42C.1: Demolition, HoJo, Shakey's, FPS	2,000,000	793,282	1,206,718	1,206,718
WP-42C.2: Demolition, Park East Apartments	2,179,776	613,392	1,566,384	1,566,384
WP-42H.2: El Zagal Phase 2 Levee	2,100,000	1,444,300	655,700	655,700
WP-42I: Mickelson Levee Extension	1,160,000		1,160,000	1,160,000
WP-42D	1,578,027	3,618,257	(2,040,231)	(2,040,231)
WP42-H1	-		-	-
WP42 Engineering Support			-	-
OHB Levee (WP-43)	1,040,428	405,834	634,594	634,594
WP-43A 2014	382,666		382,666	382,666
WP-43D.3A Preload	-		-	-

2016 Diversion Authority Cash Budget

DETAILED BREAKOUT

Annual Budget		Current FY16 Budget	Paid thru 30 Sep 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
	333 Schnell Demo	657,762		657,762	657,762
	FY 2015 Schnell & Other Demos	-	405,833.77	(405,834)	(405,834)
	WP-43B/D/E: Pump Station, Gatewell, Road Raise, Levee	-		-	-
	Other	14,333,234	5,348,802.22	8,984,432	8,984,432
	Oxbow Development (OJDA)	636,000		636,000	636,000
	WP-28: CR16/17 Bridge	-		-	-
	Oxbow Country Club Golf Course (RTJ II)	7,023,661		7,023,661	7,023,661
	Diversion Channel (WP-01-02)	-		-	-
	Construction Management	2,074,632	1,048,556.56	1,026,075	1,026,075
	Services During Construction	3,724,859	4,300,245.66	(575,387)	(575,387)
	Materials Testing (Braun [WP43]; Terracon [WP42])	839,000		839,000	839,000
	Other	35,082		35,082	35,082
Design/Permitting		7,910,478	3,765,763.52	4,144,714	4,144,714
	HMG	6,004,883	3,400,233.08	2,604,650	2,604,650
	TO-1: Project Management	1,069,329	624,045.07	445,284	445,284
	TO-2: Reach 1 (CR-31 Bridge)	50,000	-	50,000	50,000
	TO-3: Reach 3 (I-29 N&S, CR-81 Bridges)	75,000		75,000	75,000
	TO-4: Reach 4 (CR-32 Bridge)	10,000		10,000	10,000
	TO-4: Reach 5 (CR-22 Bridge)	10,000		10,000	10,000
	TO-5: Post-Feasibility Analysis	-		-	-
	TO-6: Land Management Services	234,968	3,514.00	231,454	231,454
	TO-7: Recreation & Use Master Plan	32,000	34,857.85	(2,858)	(2,858)
	TO-8: Work-In-Kind	519,796	51,163.60	468,632	468,632
	TO-9: Hydrology & Hydraulic Modeling	635,410	419,086.27	216,324	216,324
	TO-10: Utility Design	181,602	118,619.05	62,983	62,983
	TO-11: Reach 6 (CR-20 Bridge)	50,000	6,132.50	43,868	43,868
	TO-12: CR-10 Bridge	-	-	-	-
	TO-13: Levee Design	1,123,134	1,153,808.05	(30,674)	(30,674)
	TO-14: Transportation & Local Drainage Plans-South	50,000	-	50,000	50,000
	TO-15: Draft Operations Plan	175,309	41,988.00	133,321	133,321
	TO-16: Permit Submittal Preparation and Other Related Se	227,908	42,289.30	185,619	185,619
	TO-18: CR16/17 Bridge Design	810,427	792,202.53	18,224	18,224

**2016 Diversion Authority Cash Budget
DETAILED BREAKOUT**

Annual Budget		Current FY16 Budget	Paid thru 30 Sep 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
	TO-19: PPP Development	750,000	112,526.86	637,473	637,473
	Beaver Creek	111,000	70,438.32	40,562	40,562
	Task Order 01 - Cultural Resources Investigations	111,000	70,438.32	40,562	40,562
	URS	260,639	155,852.20	104,787	104,787
	Task Order 01 - Cultural Resources Investigations	260,639	155,852.20	104,787	104,787
	Other	33,956	775.00	33,181	33,181
	MN DNR	1,500,000	138,464.92	1,361,535	1,361,535
Proj Mgmt/Legal/Financing		60,179,000	57,015,619.72	3,163,380	3,163,380
	Army Corps Local Share	2,279,000	2,279,000.00	-	-
	Army Corps Local Share - Additional	45,000,000	45,000,000.00	-	-
	PMC	7,840,000	6,481,337.10	1,358,663	1,358,663
	Legal	3,500,000	2,651,068.51	848,931	848,931
	Financing	1,560,000	604,214.11	955,786	955,786
Mitigation		800,000	-	800,000	800,000
	Riparian / Wetlands	-	-	-	-
	Cemeteries	-	-	-	-
	Agricultural	-	-	-	-
Utility Relocates		16,491,119	-	16,491,119	16,491,119
	In-Town Levee (WP-42) Utility Relocation	4,830,513	-	4,830,513	4,830,513
	CenturyLink	2,586,742	-	2,586,742	2,586,742
	Aevenia, Inc.	-	-	-	-
	CableOne	148,511	-	148,511	148,511
	702 Communications	75,953	-	75,953	75,953
	Enventis	982,686	-	982,686	982,686
	Xcel	874,255	-	874,255	874,255
	AT&T	162,366	-	162,366	162,366
	Reiner Contracting, Inc.	-	-	-	-
	Consolidated Communications	-	-	-	-
	DCAI Utility Relocations	7,774,500	-	7,774,500	7,774,500
	Cass Rural Water	465,000	-	465,000	465,000
	Cass County Electric	696,000	-	696,000	696,000

**2016 Diversion Authority Cash Budget
DETAILED BREAKOUT**

Annual Budget		Current FY16 Budget	Paid thru 30 Sep 2016 FY16	Expected Additional Payments FY 2016	Remaining FY16 Budget
	Cenex	1,203,000		1,203,000	1,203,000
	Century Link	219,000		219,000	219,000
	Midcontinent Communications	87,500		87,500	87,500
	WAPA	650,000		650,000	650,000
	Magellan	900,000		900,000	900,000
	Minnkota Power	3,554,000		3,554,000	3,554,000
	OHB Ring Levee (WP-43) Utility Relocations	2,812,015		2,812,015	2,812,015
	Cass Rural Water District	761,000		761,000	761,000
	Cass County Electric	806,749		806,749	806,749
	Sprint	350,000		350,000	350,000
	Red River Communications	52,230		52,230	52,230
	Midcontinent Communications	391,036		391,036	391,036
	City of Fargo	451,000		451,000	451,000
	Other	1,074,091		1,074,091	1,074,091
Retention		1,400,000	-	1,400,000	1,400,000
	Phase 1 Funding - Bois de Sioux WD, Brandrup 9	282,980	-	282,980	282,980
	Phase 1 Funding - Bois de Sioux WD, RedPath	340,000	-	340,000	340,000
	Phase 1 Funding - Bois de Sioux WD, Western 32	272,400	-	272,400	272,400
	Phase 1 Funding - BRRWD, Stoney Creek	336,000	-	336,000	336,000
	Phase 1 Funding - BRRWD, Upper South Branch	74,022	-	74,022	74,022
	Phase 1 Funding - BRRWD, Barnesville Township	94,598	-	94,598	94,598
	Phase 2 Funding - LA / Project Design		-	-	-
	Phase 3 Funding - Construction		-	-	-

Draft FY 2017 Cash Budget



**FM Area Diversion Project
FY2017 CASH BUDGET**

DRAFT as of 11/2/2016

Schedule Budget Categories	Program Budget (2015\$)	FY 2017 Cash Budget
PROGRAM	2,205,566,043	254,098,515
Diversion Channel & Assoc. Infrastructure	755,268,516	11,486,973
Southern Embankment & Assoc. Infrastructure	371,353,664	100,000
Mitigation & Associated Infrastructure	64,712,848	24,672,560
In-Town Flood Protection	204,863,752	59,097,432
Enabling Work / Other	14,113,749	9,810,803
Land Acquisition	426,589,476	106,681,277
Engineering & Design Fees	80,539,955	10,591,381
Program Management	128,225,500	22,615,941
Contingency	159,898,584	804,879
		-
Debt Service		8,137,268
Maintenance		100,000

**FM Area Diversion Project
FY2017 CASH BUDGET**

DRAFT as of 11/2/2016

Schedule Budget Categories	Program Budget (2015\$)	FY 2017 Cash Budget
PROGRAM	2,205,566,043	254,098,515
Diversion Channel & Assoc. Infrastructure	755,268,516	11,486,973
Management, Legal, Financial, Procurement	41,268,059	3,712,473
Channel - Utility Relocations	13,851,609	7,774,500
Channel - Construction	700,148,848	
Southern Embankment & Assoc. Infrastructure	371,353,664	100,000
WP-26 Diversion Inlet	68,743,917	-
WP-27 Red River - West Embankment	18,050,477	-
WP-29 Red River - East Embankment	15,652,398	-
WP-30 Wild Rice River Control Structure	35,608,353	-
WP-31 I-29 NS Bridge	55,281,013	-
WP-33 CR81 Bridge	5,253,756	-
WP-35 Red River Control Structure	63,252,598	-
WP-39 Overflow Embankment	10,536,493	-
WP-46 Utilities	8,477,533	-
WP-47 Utilities	1,175,448	-
WP-50 Phase II Demo	12,364,450	-
WP-51 Recreation	9,528,439	-
WP-53 BNSF Moorhead Line Raise	44,008,615	-
WP-54 - Hwy 75 Road Raise	11,320,174	-
USACE Local Share \ Management Oversight	12,100,000	100,000
Mitigation & Associated Infrastructure	64,712,848	24,672,560
WP-36 Wild Rice Dam Mitigation	2,027,696	-
WP-40 Drayton Dam Mitigation	6,758,988	-
WP-41 Buffalo River Mitigation	1,689,747	-
WP-43 Oxbow-Hickson-Bakke	42,773,436	24,672,560
WP-49 Cultural Remediation	542,999	-
WP-52 Comstock Ring Levee	10,919,981	-
In-Town Flood Protection	204,863,752	59,097,432
WP-42 In-Town Levees	100,714,949	34,253,597
Complementary In-Town Flood Protection	104,148,803	24,843,835
Enabling Work / Other	14,113,749	9,810,803
Demolition	508,353	-
WP-28 - Cass County Road 16 and 17 Bridge	13,605,396	9,810,803

**FM Area Diversion Project
FY2017 CASH BUDGET**

DRAFT as of 11/2/2016

Schedule Budget Categories	Program Budget (2015\$)	FY 2017 Cash Budget
Land Acquisition	426,589,476	106,681,277
Management, Legal, Financial, Procurement	51,463,000	10,031,106
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	72,199,150	28,821,868
SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE	136,589,980	10,048,770
MITIGATION AND ASSOCIATED INFRASTRUCTURE	81,761,211	30,208,222
WP-38 Upstream Staging	47,160,000	24,844,800
IN-TOWN FLOOD PROTECTION	37,416,136	2,726,512
Engineering & Design Fees	80,539,955	10,591,381
Management, Legal, Financial, Procurement	8,685,616	1,545,549
WORK-IN-KIND PROGRAMS (WIK) STUDIES	19,682,433	1,750,973
INDICATIVE DESIGN	14,469,297	207,092
(LERRDs) - LAND, EASEMENTS, ROW, RELOCATION & DISPOSAL ARE	534,000	62,983
PERMITTING	11,541,039	3,409,278
CERTIFICATION	2,050,000	138,950
FMDA DETENTION FUNDING	3,000,000	400,000
MITIGATION AND ASSOCIATED INFRASTRUCTURE	19,741,602	3,076,557
ENABLING WORK	835,968	-
Program Management	128,225,500	22,615,941
Management, Legal, Financial, Procurement	128,225,500	22,615,941
Contingency	159,898,584	804,879
SYSTEM WIDE	21,795,449	116,423
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	47,173,841	-
SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE	38,696,058	1,340
MITIGATION AND ASSOCIATED INFRASTRUCTURE	40,891,969	192,764
IN-TOWN FLOOD PROTECTION	10,101,623	489,833
ENABLING WORK	1,239,644	4,519
		-
Debt Service		8,137,268
Maintenance		100,000

PMC Contract Amendments





Contracting Amendments

Date: November 09, 2016

Description	Company	Budget Estimate (\$)
<i>Task Order Amendments – Cass County Joint Water Resources District</i>		
Task Order 01, Amendment 09 Land Acquisition Management Services <ul style="list-style-type: none"> • Extend Period of Performance to December 16, 2016 	CH2M	\$0
Task Order 03, Amendment 01 Construction Management Oversight – Cass County <ul style="list-style-type: none"> • Extend Period of Performance to December 16, 2016 	CH2M	\$4,020
<i>Task Order Amendments – Metro Flood Diversion Authority</i>		
Task Order 06 – Amendment 01 Mgmt, Technical, Legislative, Project Delivery, P3 <ul style="list-style-type: none"> • Extend Period of Performance to December 16, 2016 	CH2M	\$497,000
Task Order 07 – Amendment 01 Construction Management Services – WP 42 <ul style="list-style-type: none"> • Extend Period of Performance to December 16, 2016 	CH2M	\$0

**AMENDMENT NO. 9 to
CH2M HILL Task Order No. 1
Cass County Joint Water Resources District
Metro Flood Diversion Project
Land Acquisition Management Services**

This Amendment No. 9 is to CH2M HILL's Task Order No. 1, Land Acquisition Management Services for the Fargo-Moorhead Metro Flood Diversion Project.

The purpose of this Amendment No. 9 is to extend the period of performance for services under Task Order No. 1 as amended, as described in this Amendment.

1. Modify the Scope of Services as follows: No change.
2. Modify the Scope not included in this Task Order as follows: No change.
3. Modify the Time for Rendering Services as follows:
 - a. Replace "End: November 25, 2016" with "End: December 16, 2016".
4. Modify the Payments to ENGINEER as follows: No Change.
5. Other Modifications to the Agreement: No change.

This Amendment and the services covered by this Amendment will be performed in accordance with the Provisions and any attachments or schedules of the Agreement. This Amendment is based on an anticipated future Amendment that will cover specific scope and payment changes beginning November 26, 2016. This Amendment will become a part of the referenced Agreement when executed by both parties.

**Cass County Joint Water Resources
District:**

CH2M HILL ENGINEERS, INC.:

Signature _____

Signature _____

Name Mark Brodshaug

Name Sherrill Doran

Title Chairman

Title Vice President, Northwest Water Manager

Date _____

Date _____

**AMENDMENT NO. 1 to
CH2M HILL Task Order No. 3
Cass County Joint Water Resources District
Metro Flood Diversion Project
Construction Management and Oversight Services – Cass County**

This Amendment No. 1 is to CH2M HILL’s Task Order No. 3, Construction Management and Oversight Services - Cass County, for the Fargo-Moorhead Metro Flood Diversion Project.

The purpose of this Amendment No. 1 is to extend the period of performance and add fee for services under Task Order No. 3 as amended, as described in this Amendment.

1. Modify the Scope of Services as follows: No change.
2. Modify the Scope not included in this Task Order as follows: No change.
3. Modify the Time for Rendering Services as follows:
 - a. Replace “End: November 25, 2016” with “End: December 16, 2016”.
4. Modify the Payments to ENGINEER as follows: Modify fee to add \$4,020 for the three week extended contract period of November 26, 2016 to December 16, 2016, for a new total fee of \$44,220.

Period of Performance	Unit	(\$/unit)	Total (\$)
6.6 months	Lump Sum per month	\$6,700	\$44,220

5. Other Modifications to the Agreement: No change.

This Amendment and the services covered by this Amendment will be performed in accordance with the Provisions and any attachments or schedules of the Agreement. This Amendment is based on an anticipated future Amendment that will cover specific scope and payment changes beginning November 26, 2016. This Amendment will become a part of the referenced Agreement when executed by both parties.

Cass County Joint Water Resources District:

CH2M HILL ENGINEERS, INC.:

Signature _____
 Name Mark Brodshaug
 Title Chairman
 Date _____

Signature _____
 Name Sherrill Doran
 Title Vice President, Northwest Water Manager
 Date _____

**AMENDMENT NO. 1 to
CH2M HILL Task Order No. 6
Metro Flood Diversion Authority
 Fargo-Moorhead Area Diversion Project
Management, Technical, Legislative, Project Delivery, Public Outreach, and Public-Private-
Partnership (P3) Procurement Services**

This Amendment No. 1 is to CH2M HILL’s Task Order No. 6 Management, Technical, Legislative, Project Delivery, Public Outreach, and Public-Private- Partnership (P3) Procurement Services for the Fargo-Moorhead Metro Flood Diversion Project (“Project”). The purpose of this Amendment No. 1 is to extend the period of performance and add fee for services under Task Order No. 6, as described in this Amendment.

In accordance with Article 1 of the Standard Master Agreement for Professional Services (“Agreement”) between the Diversion Board of Authority (“Owner”) and CH2M HILL Engineers, Inc. (“Engineer”) dated March 8, 2012, Owner and Engineer agree to the modifications in scope of services, period of performance and budget as follows:

1. Modify the Scope of Services as follows: No change.
2. Modify the Scope not included in this Task Order as follows: No change.
3. Modify the Time for Rendering Services as follows:
 - a. Replace “End: November 25, 2016” with “End: December 16, 2016”.
4. Modify the Payments to ENGINEER as follows: Modify fee to add \$497,000 for the three week extended contract period of November 26, 2016 to December 16, 2016, for a new total fee of \$6,797,000.

Period of Performance	Unit	(\$/unit)	Total (\$)
9.71 months	Lump Sum per month	\$700,000	\$6,797,000

5. Other Modifications to the Agreement: No change.

This Amendment and the services covered by this Amendment will be performed in accordance with the Provisions and any attachments or schedules of the Agreement. The completion time of December 16, 2016 is based on an issuance of a notice-to-proceed on or before that date on an anticipated future contracting mechanism for Consultant’s services on the Project moving forward. This Amendment will become a part of the referenced Agreement when executed by both parties.

Metro Flood Diversion Authority:

CH2M HILL ENGINEERS, INC.:

Signature _____
 Name Darrell Vanyo
 Title Chairman
 Date _____

Signature _____
 Name Sherrill Doran
 Title Vice President, Northwest Water Manager
 Date _____

**AMENDMENT NO. 1 to
CH2M HILL Task Order No. 7
Metro Flood Diversion Authority
Fargo-Moorhead Area Diversion Project
Construction Management Services – Work Package 42**

This Amendment No. 1 is to CH2M HILL’s Task Order No. 7 Construction Management Services – Work Package 42, for the Fargo-Moorhead Metro Flood Diversion Project.

The purpose of this Amendment No. 1 is to extend the period of performance for services under Task Order No. 7 as amended, as described in this Amendment.

1. Modify the Scope of Services as follows: No change.
2. Modify the Scope not included in this Task Order as follows: No change.
3. Modify the Time for Rendering Services as follows:
 - a. Replace “End: November 25, 2016” with “End: December 16, 2016”.
4. Modify the Payments to ENGINEER as follows: No Change.
5. Other Modifications to the Agreement: No change.

This Amendment and the services covered by this Amendment will be performed in accordance with the Provisions and any attachments or schedules of the Agreement. This Amendment is based on an anticipated future Amendment that will cover specific scope and payment changes beginning November 26, 2016. This Amendment will become a part of the referenced Agreement when executed by both parties.

Metro Flood Diversion Authority:

CH2M HILL ENGINEERS, INC.:

Signature _____

Signature _____

Name Darrell Vanyo

Name Sherrill Doran

Title Chairman

Title Vice President, Northwest Water Manager

Date _____

Date _____

**AMENDMENT NO. 1 to
Ernst & Young Infrastructure Advisors, LLC Statement of Work No. 02
Metro Flood Diversion Authority
Fargo-Moorhead Area Diversion Project
Financial Advisory and Public-Private- Partnership (P3) Procurement Services**

This Amendment No. 1 is to Ernst & Young Infrastructure Advisors' ("EYIA") Statement of Work No. 2 Financial Advisory and Public-Private- Partnership (P3) Procurement Services for the Fargo-Moorhead Metro Flood Diversion Project ("Project"). The purpose of this Amendment No. 1 is to extend the period of performance and add fee for services under Statement of Work No. 2, as described in this Amendment.

In accordance with the Agreement between Metro Flood Diversion Authority ("Client") and EYIA for Professional Services, dated May 14, 2015 ("Agreement"), Client and EYIA agree to the modifications in scope of services, period of performance and budget as follows:

1. Modify the Scope of Services as follows: No change.
2. Modify the Time for Rendering Services as follows:
 - a. Replace "End: November 25, 2016" with "End: December 16, 2016".
3. Modify the Payments to EYIA as follows: Modify total fee to add \$150,000 for the extended contract period of November 26, 2016 to December 16, 2016.
4. Other Modifications to the Agreement: No change.

This Amendment and the services covered by this Amendment will be performed in accordance with the Provisions and any attachments or schedules of the Agreement. The completion time of December 16, 2016 is based on an issuance of a notice-to-proceed on or before that date on an anticipated future contracting mechanism for Consultant's services on the Project moving forward. This Amendment will become a part of the referenced Agreement when executed by both parties.

Metro Flood Diversion Authority:

Ernst & Young Infrastructure Advisors, LLC:

Signature _____

Name Darrell Vanyo

Title Chairman

Date _____

Signature _____

Name Tom Rousakis

Title Senior Managing Director

Date _____

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

_____, 2015

Dear Pat:

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

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

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

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

Very truly yours,

Ernst & Young Infrastructure Advisors, LLC

By: _____

Tom Rousakis, Senior Managing Director

AGREED:

FM Diversion Authority

By: _____

[Name and Title] Timothy J. Mahoney, Vice Chair of the Diversion Authority

General Terms and Conditions

Our relationship with you

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

Your responsibilities

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

10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

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

Our Reports

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

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

Limitations

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

Intellectual property rights

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

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

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

Data protection

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

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

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

Fees and expenses generally

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

Force majeure

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

Term and termination

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

Governing law and dispute resolution

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

Miscellaneous

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

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