

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

***Fargo City Commission Chambers***  
**2:30 PM**

1. Call to order
2. Approval of the minutes from the previous meeting Item No. 2
3. Approval of bills Item No. 3
4. Financial update (Costin) Item No. 4
5. Contracting Actions
  - a. CH2M Task Order Item No. 5a
  - b. Ernst & Young Task Order Item No. 5b
  - c. Ashurst Task Order Item No. 5c
6. Property Acquisition Item No. 6
7. Other business
8. Next meeting—April 13, 2016
9. Adjournment

cc: Local Media  
Flood Diversion Board of Authority  
CH2M  
AE2S

**FLOOD DIVERSION FINANCE COMMITTEE  
FEBRUARY 25, 2016—11:00 AM**

**1. MEETING TO ORDER**

A meeting of the Flood Diversion Finance Committee was held on Thursday, February 25, 2016, at 11:00 AM in the Fargo City Commission Chambers, Fargo City Hall, with the following present: Cass County Administrator Keith Berndt; Cass County Joint Water Resource District Chairman Mark Brodshaug; Fargo Finance Director Kent Costin; Cass County Auditor Mike Montplaisir; Moorhead City Council Member Nancy Otto; Cass County Commissioner Rick Steen; Moorhead Finance Director Wanda Wagner; and Fargo City Commissioner Mike Williams. Clay County Auditor/Treasurer Lori Johnson; Fargo City Mayor Tim Mahoney; and Cass County Commission Representative Darrell Vanyo were absent.

Also present were Jeremy Higgins, CH2M; Martin Nicholson, CH2M; and John Shockley, Ohnstad Twichell.

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

*MOTION, passed*

**Mr. Steen moved and Mr. Williams seconded to approve the minutes from the February 10, 2016, meeting as presented.**

**Motion carried.**

**3. FINANCIAL REPORT TEMPLATES**

Jeremy Higgins from CH2M was present to discuss the new financial report templates. The first report outlines programmatic budget changes; the second report is work package specific; and the third report is vendor specific. The reports show a high level overview of the budget, but any in depth information can be easily generated as well. Any questions or comments from the committee that may come up over the next few weeks are welcome.

Mr. Williams asked if the reports will be made available online. Mr. Montplaisir said he believes the financial information should be easily accessible to provide transparency in the project.

Mr. Costin said the City of Fargo staff will still provide some financial reports, such as the cash disbursements report.

Mr. Higgins said he believes the new reports will be available at the next meeting.

Martin Nicholson, CH2M, said reports will use the original baseline budget of \$1.8 billion until the new budget is adopted, at which point the new baseline budget numbers will be used.

**4. P3 SUMMARY REPORT**

John Shockley was present to provide a high level overview on P3 basics, including the definition, history, benefits, and timeline of the P3 process. There was further discussion on the RFP process.

**5. CH2M TASK ORDER AMENDMENT**

Mr. Berndt said CH2M Task Order No. 5 is set to expire February 26<sup>th</sup>. With the recent new start and federal appropriations for the project, more time is needed to update and review the new agreement. Amendment No. 3 will extend the end date of the current task order to March 11<sup>th</sup>, 2016, with no other changes. This will allow additional time for review.

***MOTION, passed***

**Mr. Berndt moved and Mr. Williams seconded to approve Amendment No. 3 to CH2M HILL'S Task Order No. 5, and to recommend its approval to the Flood Diversion Board of Authority. On roll call vote, the motion carried unanimously.**

**6. NEXT MEETING**

The next meeting will be held on Wednesday, March 9<sup>th</sup>.

**7. ADJOURNMENT**

***MOTION, passed***

**On motion by Mr. Steen, seconded by Ms. Otto and all in favor, the meeting was adjourned at 11:44 AM.**

## Finance Committee Bills for March 2016

Vendor	Description	Amount
Cass County Joint Water Resource District	Reimburse Diversion bills	\$ 1,189,437.36
Fredrickson & Byron, P.A.	Government relations flat fee	\$ 3,500.00
Dorsey & Whitney LLP	Legal Services Rendered through December 31, 2015	\$ 77,210.46
Warner and Company	Liability policy	\$ 4,975.00
US Army Corps of Engineers	Cost share	\$ 879,000.00
ND Water Users Association	Membership dues	\$ 5,000.00
Dorsey & Whitney LLP	Legal Services Rendered through January 31, 2016	\$ 150,434.04
BNSF	Watermain Crossing Permit processing fee	\$ 775.00
BNSF	Temporary Occupancy Permit processing fee	\$ 775.00
BNSF	Storm Sewer Cross Permit processing fee	\$ 775.00
Total Bills Received in February		<u>\$ 2,311,881.86</u>





Cass County  
Joint Water  
Resource  
District

March 2, 2016

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

Mark Brodshaug  
Chairman  
Fargo, North Dakota

Greetings:

Rodger Olson  
Manager  
Leonard, North Dakota

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

Dan Jacobson  
Manager  
West Fargo, North Dakota

Enclosed please find copies of bills totaling \$1,189,437.36 regarding the above referenced projects. The breakdown is as follows:

Ken Loughheed  
Manager  
Gardner, North Dakota

In-Town Levees	\$ 385,003.15
Access issues	114,917.17
DPAC	304.00
Oxbow-Hickson-Bakke Ring Levee	620,909.74
Oxbow Golf and Country Club	68,303.30

Jacob Gust  
Manager  
Fargo, North Dakota

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis  
Secretary-Treasurer

1201 Main Avenue West  
West Fargo, ND 58078-1301

Carol Harbeke Lewis  
Secretary-Treasurer

Enclosures

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

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

Updated 2/26/16

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
2/16/2016	1/21/2016	140276	100007	1,558.32	Ohnstad Twichell, P.C.	Legal-Diversion Right of Entry
2/16/2016	1/21/2016	140282	130007	25,698.85	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
2/16/2016	1/21/2016	140275	90007	2,356.00	Ohnstad Twichell, P.C.	Legal-DA Cost share agreement and P3, open records
2/16/2016	1/21/2016	140341	160007	5,619.00	Ohnstad Twichell, P.C.	Legal-Inlet Right of Entry
2/25/2016	2/19/2016	684528	38810	231.00	Larkin Hoffman Attorneys	Legal-Access
2/16/2016	1/25/2016 :RF No. 7715.08			73,679.00	Robert & Judith Anderson & ND Guaranty	Replacement housing
2/16/2016	1/25/2016 :RF No. 7715.08			5,775.00	Robert and Judith Anderson	Replacement housing

Total 114,917.17

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
02/09/16	02/09/16			10,216.00	The Title Company	Property purchase - Beverly Pearson
02/16/16	12/31/15 SRF No 7715.08			303.00	Bryan & Theresa Hest	Incidental closing costs
2/16/2016	1/11/2016 :RF No. 7715.08			2,512.50	Jordan and Diana Heller	residential fixed move claim
2/11/2016				346,500.00	Cass County Clerk of District Court	Acquisition action - Mondragon
2/22/2016	2/22/2016			3,500.00	Cass County Clerk of District Court	Acquisition action - Mondragon
2/25/2016	2/11/2016 :F 7715.08.0290			11,311.86	Curt Christensen	Final residential rental assistance claim
2/25/2016	2/8/2016 :F 7715.08.0290			2,394.00	Cory Cwiak and Niloufar Alenjery	Final rental assistance claim
2/16/2016	2/3/2016	488773751		1,295.79	Xcel Energy	Service to 1330, 1326 and 1322 Elm St & 18 N Terrace
2/16/2016	2/6/2016	5071		3,808.75	Sentry Security Inc	Security Patrol services for Howard Johnson's
2/25/2016	2/20/2016	5092		3,161.25	Sentry Security Inc	Security Patrol services for Howard Johnson's

Total 385,003.15

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
2/16/2016	1/21/2016	140280	120007	270.00	Ohnstad Twichell, P.C.	Legal-DPAC
2/16/2016	1/21/2016	140303	150007	34.00	Ohnstad Twichell, P.C.	Legal-Garaas appeal

Total 304.00

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
2/16/2016	1/21/2016	140286		140007	20,290.92	Ohnstad Twichell, P.C.	Legal-ROW
2/25/2016	2/25/2016				45,360.00	American Enterprises Inc	Demolition of 345 Schnell Drive and 744 Riverbend Road
2/16/2016	2/4/2016				8,456.41	Rebecca Murphy	Closing costs
2/18/2016	2/18/2016				111,000.00	Joel and Cheryl Wold	Replacement lot
2/18/2016	2/18/2016				76,426.00	Joel and Cheryl Wold	Builder down payment
2/19/2016	2/17/2016				196,842.17	The Title Company	Property purchase - Joseph and Jolene Sauvageau
2/19/2016	2/17/2016				151,392.20	The Title Company	Replacement housing payment - Joe & Jolene Sauvageau
2/25/2016					391.00	Randal and Debra Schneibel	Closing costs
2/25/2016					2,620.00	Randal and Debra Schneibel	Residential moving costs
2/16/2016	2/4/2016			10 invoices	3,784.80	Cass County Electric Cooperative	Service to various addresses
2/25/2016	2/15/2016	1121701			412.70	Cass County Electric Cooperative	Service to 17495 52 St SE
2/25/2016	2/11/2016	56142	5683-5	R12.00049	1,192.50	Ulteig Engineering Inc	Land Acquisition
2/16/2016	2/6/2016	5081			1,341.36	Sentry Security Inc	Security patrol services
2/25/2016	2/20/2016	5102			1,399.68	Sentry Security Inc	Security patrol services

Total 620,909.74

OXBOW COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
2/25/2016	1/27/2016	15013-PH-Final	15013	46,437.03	Oxbow Golf and Country Club	Oxbow Country Club Pump House construction services
2/25/2016	2/1/2016	1	1412	21,866.27	Oxbow Golf and Country Club	Pump house - Partners & Simy LLP

Total 68,303.30

Grand Total 1,189,437.36

**INVOICE DETAIL**

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

**Invoice:** 1353020  
**Client Account:** 072720.0001  
**Regarding:** Government Relations LOB 30321  
**Invoice Date:** February 10, 2016

Government Relations flat fee payment 8 of 12.

<b>Total For Fees</b>	<b>\$ 3,500.00</b>
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<b>Total This Invoice</b>	<b>\$ 3,500.00</b>
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*\*\*Please note that Fredrikson & Byron will be adjusting its standard hourly billing rate schedule for services rendered after January 1, 2016  
If you have questions about the billing rates of specific individuals, please feel free to contact your attorney.*

**REMITTANCE PAGE**

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

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

Invoice: 1353020  
Client Account: 072720.0001  
Regarding: Government Relations LOB 30321  
Invoice Date: February 10, 2016

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

***Payment is due within 30 days from receipt of invoice***

If you have any questions please email [accounting@fredlaw.com](mailto:accounting@fredlaw.com) or contact a client representative at 612.492.7574.



MINNEAPOLIS OFFICE  
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

January 20, 2016  
Invoice No. 3254259

RECEIVED  
DATE 1-25-16

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

For Legal Services Rendered Through December 31, 2015

INVOICE TOTAL

Total For Current Legal Fees	\$76,628.50
Total For Current Disbursements and Service Charges	\$581.96
<b>Total For Current Invoice</b>	<b>\$77,210.46</b>

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

Mailing Instructions:  
Dorsey & Whitney LLP  
P.O. Box 1080  
Minneapolis, MN 55480-1680

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

ABA Routing Number: 091000022  
Account Number: 1602-3010-8500  
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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

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



Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

January 29, 2016

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

**Re: Red River Diversion Project**

Dear Kent:

I am enclosing a Summary Invoice dated January 20, 2016 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through December 31, 2015 on the Red River Diversion Project.

If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey & Whitney.

Sincerely,

A handwritten signature in black ink, appearing to be "ERJ", with a long horizontal line extending to the right.

Erik R. Johnson

ERJ/lmw  
Enclosure  
cc: Bruce Grubb

790-7130-429, 33-25 V00101



# Warner and Company

Insurance Since 1911

318 Broadway • P.O. Box 1470

Fargo, North Dakota 58107

701-237-6414 • Fax 701-239-0009 • 1-800-369-2501

www.warnerandcompany.com

<b>Invoice # 1006</b>	Page 1 of 1
Account Number	Date
DIVEBOA-01	2/23/2016
BALANCE DUE ON	
3/19/2016	
AMOUNT PAID	Amount Due
	\$4,975.00

Producer: Richard Penning

**Diversion Board of Authority  
Metro Flood Diversion Authority  
c/o Kent Costin, 200 North 3rd St  
Fargo, ND 58102**

▼ PLEASE RETURN TOP PORTION WITH YOUR REMITTANCE – THANK YOU ▼

General Liability	ND Insurance Reserve Fund	PolicyNumber: GL000337304	Effective: 3/19/2016	to 3/19/2017
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Item #	Trans Eff Date	Trans	Description	Amount
37649	3/19/2016	RENB	Renew Liability Coverage eff 3-19-2016 to 3-19-2017	\$4,975.00
<b>Total Invoice Balance:</b>				<b>\$4,975.00</b>

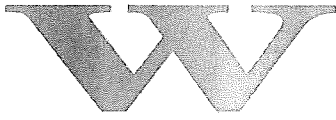
A late payment charge equal to 1.5% will be imposed on each transaction not paid within 30 days of the due date  
**2/23/2016**

**Diversion Board of Authority**

**Page 1 of 1**

If the insurance is not wanted, the policy or memorandum should be returned to our office at once.  
Holding the contract in your possession will be considered your acceptance of it.

INVOICE



**Warner and Company Insurance**

318 Broadway  
PO Box 1470  
Fargo, ND 58107-1470  
T (701) 237-6414  
F (701) 239-0009  
warnerandcompany.com

2/23/2016

Diversion Board of Authority  
Attn: Kent Costin  
200 North 3<sup>rd</sup> Street  
Fargo, ND 58102

RE: Renewal - Liability Policy #: GL000337304

Dear Kent:

Enclosed is the renewal of the Liability policy for the Diversion Board of Authority effective 3/19/2016 written through ND Insurance Reserve Fund.

Please review the policy carefully and let me know if any of the provisions are unclear or if any revisions are necessary. Throughout the policy term, please keep us informed of any changes in your operations.

Also enclosed is an invoice in the amount of \$4,975.00. Please remit payment in the enclosed return envelope prior to the due date to avoid any late charges.

Thank you for your continued business. Please do not hesitate to call us with any questions or concerns.

Sincerely,

Ross Gailfus  
Key Account Manager/Vice President  
rgailfus@warnerandcompany.com

Enclosure  
Renewal policy/Invoice





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

RECEIVED  
CASS COUNTY COMMISSION

MAR 3 2016

MAR 0 1 2016

Planning, Programs and Project Management Division  
Project Management Branch

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

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

Dear Chairman Vanyo:

Based upon the Division Board of Authority's August 13, 2015 meeting where the Corps funds request for FY15-16 was passed and in accordance with Article IV of the Design Cost Share Agreement executed on September 12, 2011, please provide cost share funds in the amount of \$879,000. These funds will count towards the required 5 percent cash contribution and are associated with Cost Share Control Record Number 531.

We request that \$879,000 be wired directly to the U.S. Army Corps of Engineers. We are providing the following information:

- a. Bank Name: Cash Link-ACH Receiver  
Account Name: USACE Finance Center  
Bank ABA Number: 051036706  
Account Number: 220025  
Bank Address: Riverdale MD  
Account Type: Checking
- b. Advance Account Number: 293
- c. ROV Number: 1713
- d. Cost Share Number: 531

The instructions require a notification letter from the non-Federal sponsor 14 days in advance of the transfer. To do this, please email [terryl.l.williams@usace.army.mil](mailto:terryl.l.williams@usace.army.mil) and [cherie.d.law@usace.army.mil](mailto:cherie.d.law@usace.army.mil) with the date of transfer, amount and type of transfer. We will then forward this information to our point of contact at our Finance Center in Tennessee.

Please contact Cherie D. Law of our Finance and Accounting Branch at (651) 290-5465, if additional help is required to complete the electronic funds transfer.

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

Sincerely,



Terry Williams  
Project Manager

cc:

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

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

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

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

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

**North Dakota Water Users Association**

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

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

**MEMBERSHIP DUES  
STATEMENT**

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

**DATE DUE:** January 1, 2016

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

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

# SECOND NOTICE

(Please mark address corrections)  
DARRELL VANYO  
F-M AREA DIVERSION AUTHORITY  
PO BOX 2806  
FARGO ND 58108

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

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

Amount Due: \$5,000.00

County: CASS

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

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



received  
2-25-16

MINNEAPOLIS OFFICE  
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

February 22, 2016  
Invoice No. 3260375

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

For Legal Services Rendered Through January 31, 2016

INVOICE TOTAL

Total For Current Legal Fees	\$71,963.75
Total For Current Disbursements and Service Charges	\$1,259.83
<b>Total For Current Invoice</b>	<b>\$73,223.58</b>

Summary of Account

*Prior Balance Due	\$77,210.46
Total Amount Due	<b>\$150,434.04</b>

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

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

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

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

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

Please make reference to the invoice number

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

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



Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

March 2, 2016

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

**Re: Red River Diversion Project**

Dear Kent:

I am enclosing a Summary Invoice dated February 22, 2016 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through January 31, 2016 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik R. Johnson", written over a large, stylized circular flourish.

Erik R. Johnson

ERJ/lmw  
Enclosure  
cc: Bruce Grubb







## PIPELINE / WIRE LINE PROCESS INSTRUCTIONS

### Licensing Process:

1. Once the application package is received by Jones Lang LaSalle Brokerage, Inc. (JLL), the application and drawing will be forwarded to the engineering firm to prepare the Exhibit "A" drawings for the contract. **This process takes approximately 10 to 15 working days.**
2. When the Exhibit "A" is completed, a contract will be prepared and two (2) copies will be forwarded to you for an original signature. A letter will be sent to you that will provide directions regarding insurance and any additional fees.
3. Return the signed contracts (2 contracts with original signatures), along with the appropriate **payment** to JLL's Permits Department.
4. The final contracts, with original signatures, will be presented for execution provided payment has been received and insurance has been approved.
5. Once the contract is executed, one original will be returned to you for your files.
6. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor (all parties who will be working on the site) to complete the safety training program at Internet Website <http://www.contractororientation.com>. This training must be completed no more than one year in advance of Licensee's entry on the Premises.
7. The cover letter and the executed contract will list the Roadmaster's name and phone number. **You will need to contact the Roadmaster ten (10) days prior to beginning work.**

### Process Time:

Please be advised that the average time period for completion of this process is 4 weeks from the time that the application is received. Every effort will be made to complete this process in a timely manner. If you require **RUSH** processing please complete the attached form and send with your check for \$4,125. *We cannot provide RUSH processing for longitudinals.*

### Insurance Requirements for the following Agreements:

	<b>Pipeline, Overhead Pipe Truss or Conveyor</b>	<b>Electric Supply, Communication or Telephone Line</b>
<b>Commercial General Liability Insurance</b>	Contractual Liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000.	Contractual Liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000.
<b>Business Automobile Insurance</b>	Combined single limit of at least \$1,000,000 per occurrence.	Combined single limit of at least \$1,000,000 per occurrence.
<b>Workers Compensation and Employers Liability Insurance</b>	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

<b>Railroad Protective Liability Insurance</b>	Coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate.	Coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate, with the exception of New Mexico in which coverage is \$5,000,000 per occurrence and \$10,000,000 in the aggregate
<b>Pollution Legal Liability Insurance (if necessary)</b>	In an amount of at least \$5,000,000 per occurrence and \$10,000,00 in the aggregate	
<b>Please Note:</b> These limits are subject to change without notice. An Agreement will be provided to you, which contains details concerning insurance requirements.		

**Please send the following so we may process your License request:**

1. **Completed Application.**
2. **\$775 non-refundable processing fee.** Check should be made payable to BNSF Railway Company.
3. **One set of drawings** (no larger than 11 x 17) for the area to be occupied. (Include: streets, distance from tracks and streets, mileposts if available and any distinguishing land marks.) If required, attach the **pole head diagram**. Please ensure all information is accurate, as each change will add an additional \$775 to the processing fee.
4. If you require this be expedited please complete the RUSH form and include an additional non-refundable \$4,125. *We cannot provide RUSH processing for longitudinals.*

Forward to:  
Jones Lang LaSalle Brokerage, Inc.  
Attn: Permit Services  
4300 Amon Carter Blvd.  
Suite 100  
Ft. Worth, TX 76155



**APPLICATION FOR PIPELINE or WIRE LINE - CROSSING AND/OR LONGITUDINAL**

Jones Lang LaSalle Brokerage, Inc.  
**ATTN: Permit Services**  
 4300 Amon Carter Blvd.  
 Suite 100  
 Fort Worth, TX 76155

Applicants Tax ID #  
 or SS#

We submit for your approval the following specifications for a pipeline or wire line we propose to build across and/or along **BNSF RAILWAY COMPANY'S** right-of-way, as shown on the enclosed location plan and detailed sketch.

**Legal name of company/municipality who will own the pipeline/ wire line:** City of Fargo  
 State in which incorporated: ND (If not incorporated, please attach name of owners or partners.)  
 Name of contact for ownership entity: Nathan Boerboom Phone #: 701-241-1545  
 EMail Address: NBoerboom@cityoffargo.com Fax: 701-237-5101  
 Mailing Address: 200 3<sup>rd</sup> St N Fargo, ND 58102

Is this project **ARRA** funded? Yes  No   
 Is applicant a condemning authority? Yes  No   
 Is applicant a Railroad Shipper? Yes  No   
 If yes, BNSF Marketing Rep. name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Was this service requested by BNSF? Yes  No   
 If yes, person requesting service: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Is this installation in conjunction with a track or track expansion project? Yes  No   
 If yes, BNSF contact name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Is this installation associated with a public road crossing/widening or a grade separation project? Yes  No   
 If yes, please provide details and plans for said crossing/widening or grade separation project with your application.

Type of Encroachment: Crossing  Longitudinal  Both   
 Name of nearest town on RR Fargo County Cass State ND  
 Name of nearest roadway crossing RR? 2<sup>nd</sup> Street North  
 Location of Encroachment: SE 1/4 Section 6 Township 139 Range 48  
 Railroad Mile Post 23.15 Latitude 46deg 52' 52"N Longitude 96deg 46'54"W  
 Within limits of public road or street? Yes  No  If yes, distance from center line of road: N/A ft.  
 Width of public road or street: 44 ft.

**PIPELINE:**  
 (Note: For wire line see pg. 2)

**Contents to be handled through pipeline:** Potable Water

	<u>CARRIER</u>	<u>CASING</u>
Length of pipe on RR property (plastic pipe must be encased full width of ROW)	83 ft.	ft.
Inside diameter of pipe	10 in.	in.
Pipe Material	PVC	
Specification & grade (Minimum yield strength casing 35,000 psi)	C900 AT 0%	
Wall thickness (minimum wall thickness of casing pipe under 14 in. – 0.188 in E-80 Loading)	.444 IN	
Actual working pressure	100 psi	
Type of Joint	Mechanical <input checked="" type="checkbox"/> Welded <input type="checkbox"/>	Mechanical <input type="checkbox"/> Welded <input type="checkbox"/>

CARRIER CASING



Coating	None	
Distance from base of rail to top of pipe (Flammable contents, steam, water or non-flammable – minimum 5 ½ ft. under main track) (uncased gaseous products – minimum 10' under track)	26.93'	
Minimum ground cover on RR property (minimum 3 ft.)	7.5'	
Cathodic protection casing (flammable substance)		

Type of insulators or support: N/A Size: N/A Space: N/A  
Number of Vents (flammable substances require 2 vents) N/A Size: N/A Height Above Ground: N/A

Method of Crossing:      Jacking/Dry Bore       Trench       Horizontal Directional Drilling (HDD)   
(Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)      (RR to furnish flagman at applicant's expense)      (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

Does pipeline support an oil or gas well?    Yes     No   
If yes, distance from RR property. \_\_\_\_\_ ft.    Name of well: \_\_\_\_\_

**WIRE LINE:**

Kind of encroachment:    Electric     Communication     If other, describe: \_\_\_\_\_  
Type of wires/cables: \_\_\_\_\_ # of wires or cables: \_\_\_\_\_ Volts \_\_\_\_\_ Phase \_\_\_\_\_ Cycles \_\_\_\_\_  
Conduits:  
Occupied conduits: \_\_\_\_\_ Vacant conduits: \_\_\_\_\_ Total Conduits: \_\_\_\_\_  
Length of encroachment: \_\_\_\_\_ Adjacent spans: \_\_\_\_\_ ft. \_\_\_\_\_ ft.  
Appurtenances on RR Co. property: \_\_\_\_\_  
Wire clearance over or under top of rail: \_\_\_\_\_ ft. over or \_\_\_\_\_ ft. under  
If under track:    kind of conduit \_\_\_\_\_ size of conduit \_\_\_\_\_  
Wire clearance over RR Co. wire lines: \_\_\_\_\_

**POLES**

Kind: \_\_\_\_\_ Size: \_\_\_\_\_  
Height: \_\_\_\_\_ Class: \_\_\_\_\_  
Set in:    Earth     Rock   
Number of poles on RR property: \_\_\_\_\_  
Distance of poles from track: \_\_\_\_\_

**GUY WIRES**

Overhead \_\_\_\_\_ Down \_\_\_\_\_  
Kind \_\_\_\_\_ Size \_\_\_\_\_

**CROSS ARMS**

Material: \_\_\_\_\_  
Size: \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_

**FRONT ELEVATION**

**INSULATORS**

Material: \_\_\_\_\_

Type: \_\_\_\_\_ Size: \_\_\_\_\_

**BRACKETS**

Material: \_\_\_\_\_

Type: \_\_\_\_\_ Size: \_\_\_\_\_

**CONDUCTORS**

Material: \_\_\_\_\_

Type: \_\_\_\_\_ Size: \_\_\_\_\_

**SIDE ELEVATION**

**LINE CHARACTERISTICS**

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Cycle: \_\_\_\_\_


I agree that I have read the instructions for the installation of wire lines as detailed in the *Utility Accommodation Policy*.

---

Attached to this sheet is a location plan and a detailed sketch. Sketch should show tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure.

Please authorize us to proceed with this installation or advise what changes are necessary to meet BNSF's specifications.

Date: 3/7/16

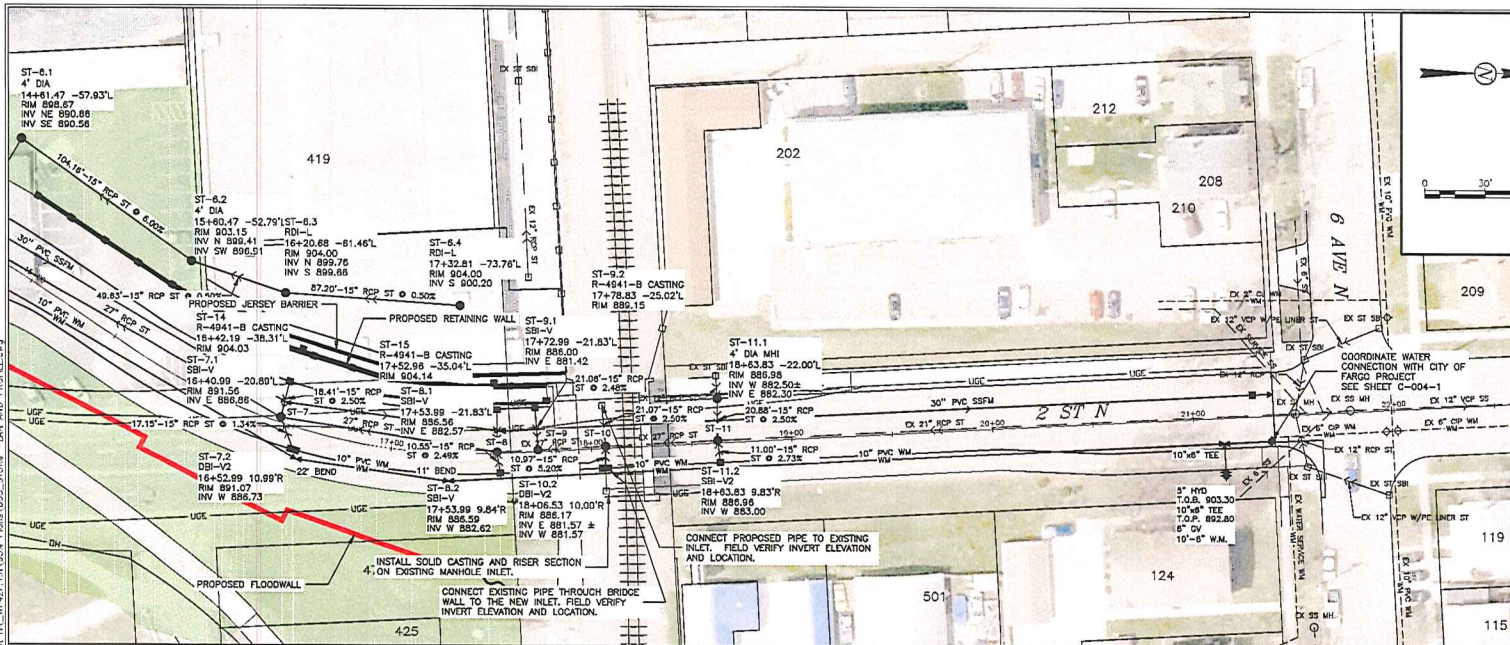
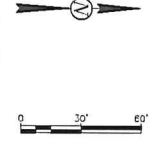
Signed:   
Print Name: Keith Burdett  
Company: Flood Diversion Board of Authority  
Title: Cass County Administrator  
Phone #: 701-241-5770 Fax: \_\_\_\_\_

If you require additional assistance, please contact your Jones Lang LaSalle Brokerage, Inc. representative.

**Provide details and plans for said crossing/widening or grade separation project.**

- The purpose of the proposed project is to construct permanent flood protection for the City of Fargo along the Red River of the North. The existing location of 2<sup>nd</sup> St north will be shifted to the west due to geotechnical considerations. 2<sup>nd</sup> St north crosses under BNSF prosper line at Bridge 23.1.
- The proposed project, as shown in the attached plan-sheets, is proposed to begin construction in July of 2016. The area between the existing roadway and Red River of the North is geotechnically unstable, so in order to construct a floodwall (since a levee is not feasible in this area) and keep the roadway open during a future flood, the existing roadway will need to be moved to allow for the floodwall to be constructed on the more stable ground to the west. This will require some building acquisition and demolition which will begin April 2016. The retaining wall that is currently along the west side of 2<sup>nd</sup> Street North, south of the existing BNSF Bridge, will be reconstructed to allow for the roadway to be moved so the floodwall construction can begin.
- 2<sup>nd</sup> Street North crosses under the BNSF Prosper Line at Bridge 23.1 via an underpass. Currently there is an existing storm sewer line that runs under the roadway. This project proposes to add a 10" PVC watermain under the roadway to tie in two different sections of the City of Fargo's watermain network. This watermain will be a minimum 7.5' below the top of pavement.
- In a phone conference with Kris Swanson and Lynn Leibfried from BNSF, we were instructed to not place the watermain pipe inside a casing pipe, which is why the casing pipe fields are blank on the application.

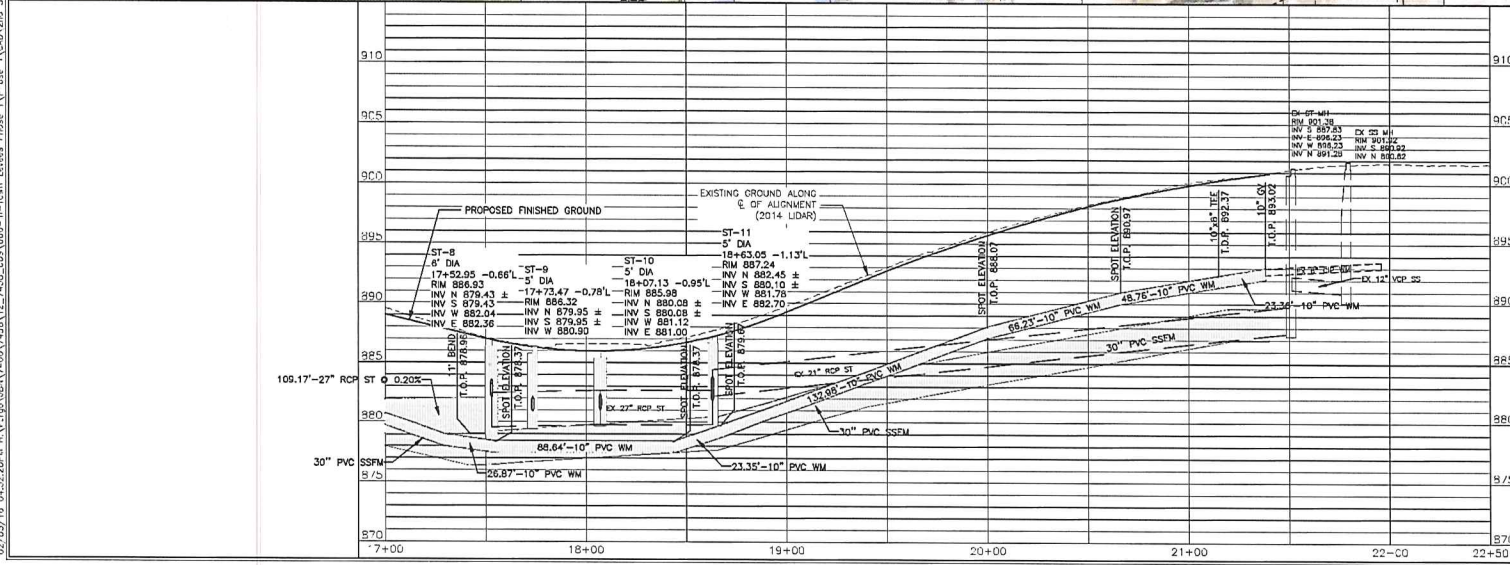
This document was originally issued and sealed by Randy G. Engelstad Registration Number PE-6676 on X-XX-XX and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.



- NOTES:
1. EITHER MONOLITHIC MANHOLE STYLE BOOT CONNECTOR FACTORY INSTALLED OR CONCRETE TO PVC PIPE ADAPTORS SHALL BE USED TO CONNECT PVC PIPE TO THE MANHOLE. PVC MANHOLE ADAPTER SHALL BE A GPK PRODUCT OR APPROVED EQUIVALENT AS STATED IN THE CITY OF FARGO SPECIFICATIONS.
  2. ALL PIPE LOCATED UNDER PROPOSED AND EXISTING STREET SECTIONS SHALL HAVE GRAVEL BACKFILL. INSTALLED PER CITY OF FARGO SPECIFICATIONS.
  3. SEE SHEETS C-055 4-5 FOR SANITARY FORCE MAIN PLAN AND PROFILE.
  4. SEE SHEET C-020-21 FOR INLET DRAINAGE BEHIND RETAINING WALL SECTIONS.



2ND STREET/DOWNTOWN - IN-TOWN LEVELS  
 2ND STREET N FLOODWALL  
 2ND STREET N FLOODWALL  
 FARGO-MOORHEAD FLOOD RISK MANAGEMENT  
 CASS COUNTY, NORTH DAKOTA  
 UTILITIES PLAN AND PROFILE - 2 ST N



COORDINATE SYSTEM (HORIZONTAL CONTROL):  
 NAD83 (US83)  
 FARGO GROUND - US SURVEY FEET

COORDINATE SYSTEM (VERTICAL CONTROL):  
 NAVD83  
 FARGO GROUND - US SURVEY FEET

DATE	3-8-16
REVISION	
REVISION	
REVISION	
REVISION	
REVISION	
REVISION	
REVISION	
REVISION	
REVISION	
FILE NAME	
PROJECT No	WP42F1.N
DRAWN BY	JMW
CHECKED BY	RGE
PROJ. MANAGER	CGT
PROJ. ENGINEER	

C-055-2

02/05/19 09:32:28 AM H:\Fargo\BNA\2020\7433\17433\17433-055-2.mxd User: JMW Date: 02/05/19 09:32:28 AM





## TEMPORARY OCCUPANCY PROCESS INSTRUCTIONS

### Licensing Process:

If you require access to BNSF Railway Company's property for a Seismic Survey you must first enter into a Lease Agreement.

Please contact: Jennifer Kindred Phone: (918) 895-8037  
Farmers National Company  
5110 S. Yale  
Suite 400  
Tulsa, OK 74135  
[jkindred@farmersnational.com](mailto:jkindred@farmersnational.com)

After submitting a Lease Agreement with your application package Jones Lang LaSalle Brokerage, Inc. (JLL) will review the area to determine ownership of mineral rights and forward to the local BNSF Roadmaster for approval.

1. Once application package is received by (JLL), and all prior approvals have been obtained, if required, the application and drawing will be forwarded to the engineering firm to prepare the Exhibit "A" drawings for the contract. **This process takes approximately 10 to 15 working days.**
2. When the Exhibit "A" is completed, a contract will be prepared and two (2) copies will be forwarded to you for an original signature. A letter will be sent to you that will provide directions regarding insurance and any additional fees.
3. Return the signed contracts (2 contracts with original signatures), along with the appropriate **payment** to JLL's Permit Department.
4. The final contracts, with original signatures, are presented for execution provided payment has been received and insurance has been approved.
5. Once the contract is executed, one original will be returned to you for your files.
6. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor (all parties who will be working on the site) to complete the safety training program at Internet Website <http://www.contractororientation.com>. This training must be completed no more than one year in advance of Licensee's entry on the Premises.
7. The cover letter and the executed contract will list the Roadmaster's name and phone number. **You will need to contact the Roadmaster ten (10) days prior to beginning work.**

### Process Time:

Please be advised that the average time period for completion of this process is 4 weeks from the time that the application is received. Every effort will be made to complete this process in a timely manner.

**Insurance Requirements for the following Agreement:**

	<b>Temporary Occupancy</b>
<b>Commercial General Liability Insurance</b>	Contractual Liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000.
<b>Business Automobile Insurance</b>	Combined single limit of at least \$1,000,000 per occurrence.
<b>Workers Compensation and Employers Liability Insurance</b>	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
<b>Railroad Protective Liability Insurance</b>	Coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate, with the exception of New Mexico in which coverage is \$5,000,000 per occurrence and \$10,000,000 in the aggregate
<b>Note:</b> These limits are subject to change without notice. An Agreement will be provided to you, which contains details concerning insurance requirements.	

**Please send the following so we may process your License request:**

1. If License is for a Seismic Survey send a copy of your **Lease Agreement**.
2. **Completed Application**.
3. **\$775 non-refundable processing fee**. Check should be made payable to BNSF Railway Company.
4. **One set of drawings** (no larger than 11 x 17) for the area to be occupied. (Include: streets, distance from tracks and streets, mileposts if available and any distinguishing land marks.) Please ensure all information is accurate, as each change will add an additional \$775 to the processing fee.

Forward application and payments to:  
Jones Lang LaSalle Brokerage, Inc.  
Attn: Permit Services  
4300 Amon Carter Blvd.  
Suite 100  
Ft. Worth, TX 76155



APPLICATION FOR TEMPORARY OCCUPANCY

Jones Lang LaSalle Brokerage, Inc.
Attn: Permit Services
4300 Amon Carter Blvd.
Suite 100
Fort Worth, TX 76155

Applicants Tax ID #
or SS #

We submit for your approval the following application for temporary occupancy on BNSF Railway Company's right of way as shown on the enclosed location plan and detailed sketch.

Legal Name of Company/Municipality that will occupy the property City of Fargo
If a corporation State in which incorporated ND (If not incorporated, attach name(s) of owners or partners.)
Contact Name: Nathan Boerboom Phone # 701-241-1545 FAX
Mailing Address: 200 3rd St N Fargo, ND 58102
Email Address: NBoerboom@cityoffargo.com

Legal Name of Contractor performing work: Project is yet to be awarded
If a corporation State in which incorporated (If not incorporated, attach name(s) of owners or partners.)
Contact Name: Phone # FAX
Mailing Address:
Email Address:

Is this project ARRA funded? Yes No
Is this a condemning authority? Yes No
Is Applicant a Railroad Shipper? Yes No

If yes, BNSF Marketing Rep Name Phone #

Was this service requested by BNSF? Yes No
If yes, BNSF person requesting service Phone #

Is this in conjunction with a track or track expansion project? Yes No
If yes, BNSF contact name Phone #

Purpose of Occupancy? Construction of Flood Control project, which includes the demolition and reconstruction of a retaining wall southwest of the existing railroad underpass, the installation of underground utilities, (other permits have been compiled for these crossings) and the re-alignment of 2nd St North. A floodwall will be constructed adjacent to BNSF property as well.

Name of nearest town on RR Fargo County Cass State ND

Name of nearest roadway crossing RR 2nd St N

Location of proposed occupancy SE 1/4 Section 6 Township 139 Range 48

Railroad Milepost 23.15 Latitude 46 deg 52'52"N Longitude 96 deg 46' 54" W

Is the work to be performed within 50 ft. of the track? Yes No

Percentage of project done within 50 ft. of the tracks. See plans %

Area to be occupied ft. (x) ft.

Length of time for Project: Date from: July 1, 2016 Date to: August 1, 2017

Will a crossing under the railroad tracks be required? Yes No

If yes, location of railroad mileposts Underpass Bridge 23.1

Total cost of project \$ Engineers Estimate - \$16,800,000.00

For a Seismic Survey: Dates you will actually be on property Total # of cables on property

ned to this sheet is a location plan and a detailed sketch. Shown on the sketch are exact dimensions of the project area  
distances to the centerline of nearest railroad track and road crossing, bridge or other railroad structure.

I understand that submission of this application *does not* authorize occupancy of the property. Exact fees and insurance requirements will be forwarded after the application has been reviewed and approved by the BNSF *Keith Burndt*

Date: 3/7/16

Signed:

Print Name: Keith Burndt *Burndt KB*

Title: Cass County Administrator

Phone #: 701-241-5770 FAX 701-237-5101

If you require additional assistance, please contact your Jones Lang LaSalle Brokerage, Inc. representative.

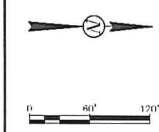


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1		Overall Utility Layout
1		Overall Paving Layout
	Section C-020 - General Details	
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2		Overall Floodwall
3		Floodwall Notes
4		Floodwall Layout
5-7		Floodwall Elevations
8		Floodwall Tables
9-17		Floodwall Details
18-20		4th Ave Removable Closure
21		Retaining Wall Layout
22		Retaining Wall Elevation
23		Retaining Wall Tables
24-32		Retaining Wall Details
33		Retaining Wall Handrail

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	Section C-030 - Typical Sections
1-4	Typical Sections
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1	Pipe & Structure Schedule
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3	Traffic Control Plan - 2016 Pedestrian Detour
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	Section C-200 - Cross Sections
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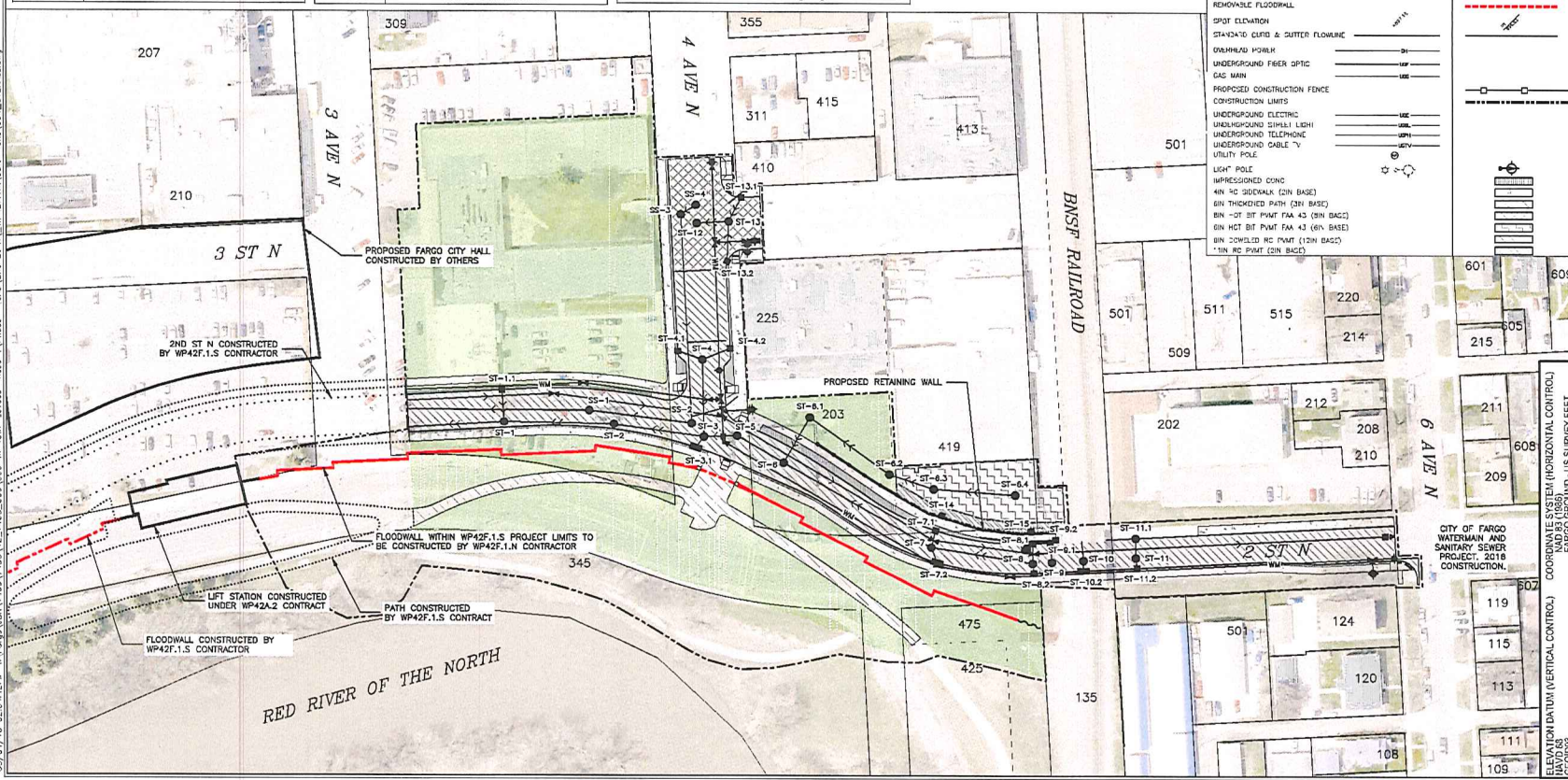


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LEGEND	EX STING	NEW
WATER MAIN	WM	WM
SANITARY SEWER MAIN	SS	SS
STORM SEWER MAIN	SSM	SSM
SANITARY SEWER FORCE MAIN	SSFM	SSFM
STORM INLET	SI	SI
MANHOLE	MH	MH
FIRE HYDRANT	FH	FH
10% 20% FLOODWALL		
REMOVABLE FLOODWALL		
SPOT ELEVATION		
STAKE TO CURB & OUTER FLOWLINE		
DAIRYHEAD POWER		
UNDERGROUND FIBER OPTIC		
GAS MAIN		
PROPOSED CONSTRUCTION FENCE		
CONSTRUCTION LIMITS		
UNDERGROUND ELECTRIC		
UNDERGROUND SIGNAL LIGHT		
UNDERGROUND TELEPHONE		
UNDERGROUND CABLE TV		
UTILITY POLE		
LIGHT POLE		
IMPRESSIONED CONC		
4IN TO 30CM DIA CON BASE		
6IN THICKENED PATH (3IN BASE)		
6IN - 0T BIT PAVT FMA 43 (6IN BASE)		
6IN HOT BIT PAVT FMA 43 (6IN BASE)		
6IN COMBLED HC PAVT (12IN BASE)		
18IN HOT PAVT (6IN BASE)		

**HMG**  
HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEEVES  
2ND STREET N FLOODWALL  
RED RIVER OF THE NORTH RIVER BASIN  
FARGO-MOORHEAD FLOOD RISK MANAGEMENT  
CASS COUNTY, NORTH DAKOTA  
OVERALL LAYOUT



ELEVATION DATUM (VERTICAL CONTROL)	COORDINATE SYSTEM (HORIZONTAL CONTROL)
NAVD 83	FARGO GRID - US SURVEY FEET
822033	

DATE	34-16
REVISION	
REVISION	
REVISION	
RECORD	
FILE NAME	
PROJECT No	WP42F1.N
DRAWN BY	JMM/BAB
CHECKED BY	RGE
PROJ. MANAGER	CGT
PROJ. ENGINEER	

C-004-1

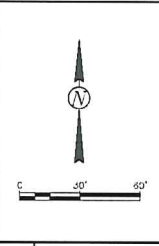
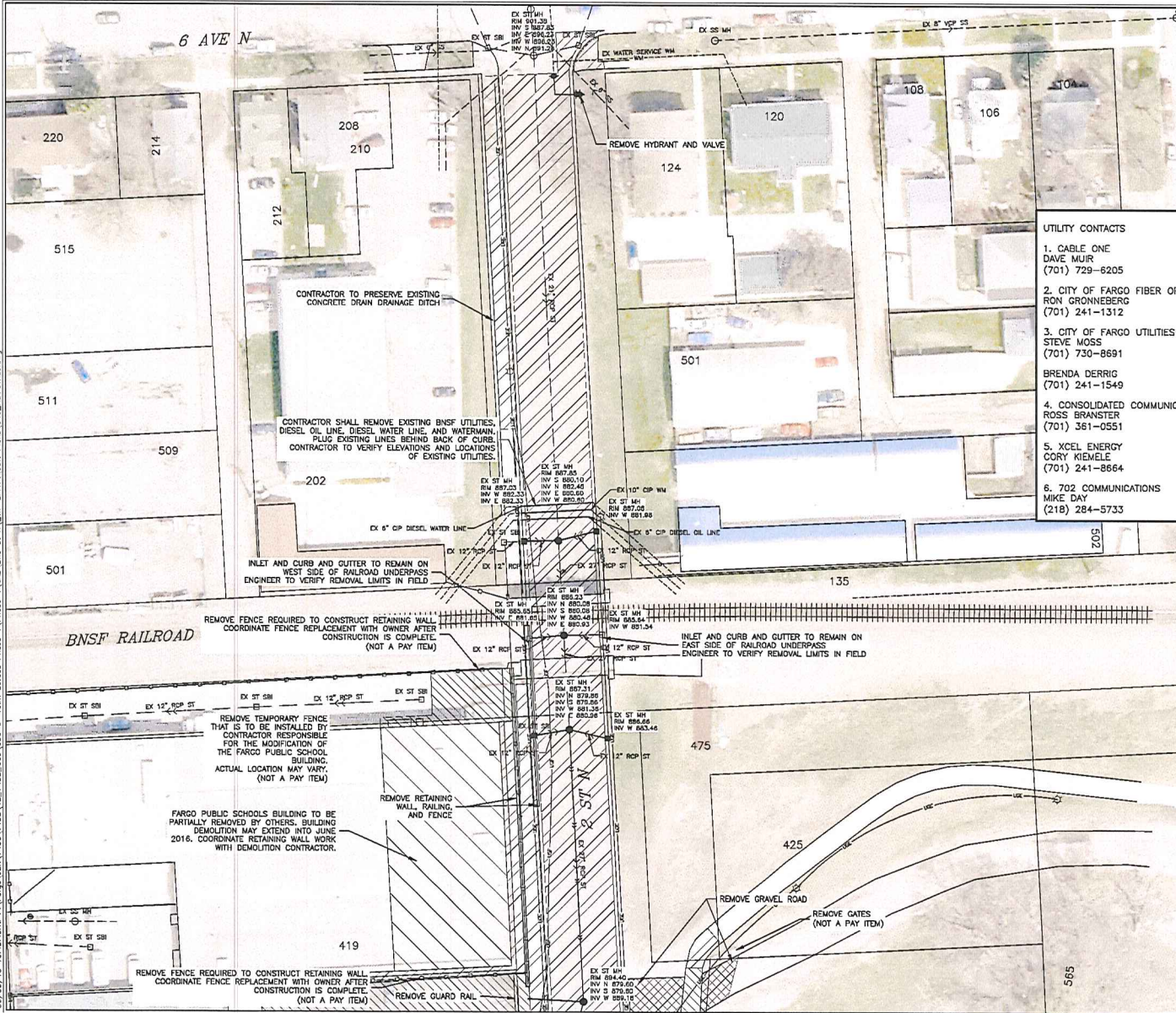
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This document was originally issued and sealed by Randy G. Engelstad Registration Number PE-6676 on 3/4/16 and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.

- UTILITY CONTACTS**
1. CABLE ONE  
DAVE MUIR  
(701) 729-6205
  2. CITY OF FARGO FIBER OPTIC  
RON GRONNEBERG  
(701) 241-1312
  3. CITY OF FARGO UTILITIES  
STEVE MOSS  
(701) 730-8691
  4. CONSOLIDATED COMMUNICATIONS  
ROSS BRANSTER  
(701) 361-0551
  5. XCEL ENERGY  
CORY KEMELE  
(701) 241-8864
  6. 702 COMMUNICATIONS  
MIKE DAY  
(218) 284-5733

- STORM SEWER REMOVAL
- SANITARY SEWER REMOVAL
- WATERMAIN AND FITTINGS REMOVAL
- MANHOLE & INLET REMOVAL
- WATERMAIN REMOVAL
- ASPHALT REMOVAL
- CONCRETE REMOVAL
- TREE REMOVAL

- NOTE:**
1. EXISTING TREES TO BE REMOVED AS DIRECTED IN THE FIELD BY ENGINEER OR REPRESENTATIVE
  2. EXISTING CURB & GUTTER SHALL BE REMOVED ADJACENT TO PAVEMENT REMOVALS UNLESS MARKED DIFFERENTLY BY THE ENGINEER IN THE FIELD.
  3. CONTRACTOR TO PROTECT ALL TREES NOT SHOWN FOR REMOVAL.
  4. STREET LIGHT REMOVALS DIRECTLY ADJACENT TO THE STREETS ARE SHOWN ON C-140 1-2
  5. CONTRACTOR TO BACKFILL REMOVED PIPES THAT ARE LOCATED UNDER THE PROPOSED ROAD FROM THE BOTTOM OF THE TRENCH TO THE ROAD BASE WITH MODIFIED ND CLASS 3 GRAVEL BACKFILL PER CITY OF FARGO SPECIFICATIONS (INCIDENTAL TO PIPE REMOVAL COSTS)

**HMG**  
HOUSTON - MOORE GROUP

2ND STREET/DOWNTOWN - IN-TOWN LEVELS  
2ND STREET N FLOODWALL  
RED RIVER OF THE NORTH RIVER BASIN  
FARGO-MOORHEAD FLOOD RISK MANAGEMENT  
CASS COUNTY, NORTH DAKOTA  
REMOVALS

DATE	3-4-16
REVISED	
REVISED	
REVISED	
RECORD	
FILE NAME	
PROJECT No	WP-43F.1.N
DRAWN BY	JMM/BAB
CHECKED BY	RGE
PROJ. MANAGER	CGT
PROJ. ENGINEER	

**C-040-2**





## PIPELINE / WIRE LINE PROCESS INSTRUCTIONS

### Licensing Process:

1. Once the application package is received by Jones Lang LaSalle Brokerage, Inc. (JLL), the application and drawing will be forwarded to the engineering firm to prepare the Exhibit "A" drawings for the contract. **This process takes approximately 10 to 15 working days.**
2. When the Exhibit "A" is completed, a contract will be prepared and two (2) copies will be forwarded to you for an original signature. A letter will be sent to you that will provide directions regarding insurance and any additional fees.
3. Return the signed contracts (2 contracts with original signatures), along with the appropriate **payment** to JLL's Permits Department.
4. The final contracts, with original signatures, will be presented for execution provided payment has been received and insurance has been approved.
5. Once the contract is executed, one original will be returned to you for your files.
6. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor (all parties who will be working on the site) to complete the safety training program at Internet Website <http://www.contractororientation.com>. This training must be completed no more than one year in advance of Licensee's entry on the Premises.
7. The cover letter and the executed contract will list the Roadmaster's name and phone number. **You will need to contact the Roadmaster ten (10) days prior to beginning work.**

### Process Time:

Please be advised that the average time period for completion of this process is 4 weeks from the time that the application is received. Every effort will be made to complete this process in a timely manner. If you require **RUSH** processing please complete the attached form and send with your check for \$4,125. *We cannot provide RUSH processing for longitudinals.*

### Insurance Requirements for the following Agreements:

	<b>Pipeline, Overhead Pipe Truss or Conveyor</b>	<b>Electric Supply, Communication or Telephone Line</b>
<b>Commercial General Liability Insurance</b>	Contractual Liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000.	Contractual Liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000.
<b>Business Automobile Insurance</b>	Combined single limit of at least \$1,000,000 per occurrence.	Combined single limit of at least \$1,000,000 per occurrence.
<b>Workers Compensation and Employers Liability Insurance</b>	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.	Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

<b>Railroad Protective Liability Insurance</b>	Coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate.	Coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate, with the exception of New Mexico in which coverage is \$5,000,000 per occurrence and \$10,000,000 in the aggregate
<b>Pollution Legal Liability Insurance (if necessary)</b>	In an amount of at least \$5,000,000 per occurrence and \$10,000,00 in the aggregate	
<b>Please Note:</b> These limits are subject to change without notice. An Agreement will be provided to you, which contains details concerning insurance requirements.		

**Please send the following so we may process your License request:**

1. **Completed Application.**
2. **\$775 non-refundable processing fee.** Check should be made payable to BNSF Railway Company.
3. **One set of drawings** (no larger than 11 x 17) for the area to be occupied. (Include: streets, distance from tracks and streets, mileposts if available and any distinguishing land marks.) If required, attach the **pole head diagram**. Please ensure all information is accurate, as each change will add an additional \$775 to the processing fee.
4. If you require this be expedited please complete the **RUSH** form and include an additional non-refundable \$4,125. *We cannot provide RUSH processing for longitudinals.*

Forward to:  
Jones Lang LaSalle Brokerage, Inc.  
Attn: Permit Services  
4300 Amon Carter Blvd.  
Suite 100  
Ft. Worth, TX 76155



**APPLICATION FOR PIPELINE or WIRE LINE - CROSSING AND/OR LONGITUDINAL**

Jones Lang LaSalle Brokerage, Inc.  
**ATTN: Permit Services**  
 4300 Amon Carter Blvd.  
 Suite 100  
 Fort Worth, TX 76155

Applicants Tax ID #  
 or SS#

We submit for your approval the following specifications for a pipeline or wire line we propose to build across and/or along **BNSF RAILWAY COMPANY'S** right-of-way, as shown on the enclosed location plan and detailed sketch.

**Legal name of company/municipality who will own the pipeline/ wire line:** City of Fargo  
 State in which incorporated: ND (If not incorporated, please attach name of owners or partners.)  
 Name of contact for ownership entity: Nathan Boerboom Phone #: 701-241-1545  
 EMail Address: NBoerboom@cityoffargo.com Fax: \_\_\_\_\_  
 Mailing Address: 200 3rd St N Fargo, ND 58102

Is this project **ARRA** funded? Yes  No   
 Is applicant a condemning authority? Yes  No   
 Is applicant a Railroad Shipper? Yes  No   
 If yes, BNSF Marketing Rep. name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Was this service requested by BNSF? Yes  No   
 If yes, person requesting service: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Is this installation in conjunction with a track or track expansion project? Yes  No   
 If yes, BNSF contact name: \_\_\_\_\_ Phone # \_\_\_\_\_  
 Is this installation associated with a public road crossing/widening or a grade separation project? Yes  No   
 If yes, please provide details and plans for said crossing/widening or grade separation project with your application.

Type of Encroachment: Crossing  Longitudinal  Both   
 Name of nearest town on RR Fargo County Cass State ND  
 Name of nearest roadway crossing RR? 2nd Street North  
 Location of Encroachment: SE 1/4 Section 6 Township 139 Range 48  
 Railroad Mile Post 23.15 Latitude 46deg 52' 52"N Longitude 96deg 46'54"W  
 Within limits of public road or street? Yes  No  If yes, distance from center line of road: N/A ft.  
 Width of public road or street: 44 ft.

**PIPELINE:**  
 (Note: For wire line see pg. 2)

**Contents to be handled through pipeline:** Storm Water

	<u>CARRIER</u>	<u>CASING</u>
Length of pipe on RR property (plastic pipe must be encased full width of ROW)	83 ft.	ft.
Inside diameter of pipe	27 in.	in.
Pipe Material	RCP	
Specification & grade (Minimum yield strength casing 35,000 psi)	EXISTING PIPE	
Wall thickness (minimum wall thickness of casing pipe under 14 in. – 0.188 in E-80 Loading)	UNKNOWN	
Actual working pressure		
Type of Joint	Mechanical <input checked="" type="checkbox"/> Welded <input type="checkbox"/>	Mechanical <input type="checkbox"/> Welded <input type="checkbox"/>

CARRIER CASING

Coating	None	
Distance from base of rail to top of pipe (Flammable contents, steam, water or non-flammable – minimum 5 ½ ft. under main track) (uncased gaseous products – minimum 10' under track)	22.55'	
Minimum ground cover on RR property (minimum 3 ft.)		
Cathodic protection casing (flammable substance)		

Type of insulators or support: N/A Size: N/A Space: N/A  
 Number of Vents (flammable substances require 2 vents) N/A Size: N/A Height Above Ground: N/A

Method of Crossing: Jacking/Dry Bore  Trench  Horizontal Directional Drilling (HDD)   
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)  
 (RR to furnish flagman at applicant's expense)  
 (Jacking pit location min. 30 ft. from centerline of track. Pit must not be open more than 48 hrs. and must be protected when not in use.)

Does pipeline support an oil or gas well? Yes  No   
 If yes, distance from RR property: \_\_\_\_\_ ft. Name of well: \_\_\_\_\_

**WIRE LINE:**

Kind of encroachment: Electric  Communication  If other, describe: \_\_\_\_\_  
 Type of wires/cables: \_\_\_\_\_ # of wires or cables: \_\_\_\_\_ Volts \_\_\_\_\_ Phase \_\_\_\_\_ Cycles \_\_\_\_\_  
 Conduits:  
 Occupied conduits: \_\_\_\_\_ Vacant conduits: \_\_\_\_\_ Total Conduits: \_\_\_\_\_  
 Length of encroachment: \_\_\_\_\_ Adjacent spans: \_\_\_\_\_ ft. \_\_\_\_\_ ft.  
 Appurtenances on RR Co. property: \_\_\_\_\_  
 Wire clearance over or under top of rail: \_\_\_\_\_ ft. over or \_\_\_\_\_ ft. under  
 If under track: kind of conduit \_\_\_\_\_ size of conduit \_\_\_\_\_  
 Wire clearance over RR Co. wire lines: \_\_\_\_\_

**POLES**

Kind: \_\_\_\_\_ Size: \_\_\_\_\_  
 Height: \_\_\_\_\_ Class: \_\_\_\_\_  
 Set in: Earth  Rock   
 Number of poles on RR property: \_\_\_\_\_  
 Distance of poles from track: \_\_\_\_\_

**GUY WIRES**

Overhead \_\_\_\_\_ Down \_\_\_\_\_  
 Kind \_\_\_\_\_ Size \_\_\_\_\_

**CROSS ARMS**

Material: \_\_\_\_\_  
 Size: \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_

**FRONT ELEVATION**

**INSULATORS**

Material: \_\_\_\_\_



Type: \_\_\_\_\_ Size: \_\_\_\_\_

**BRACKETS**

Material: \_\_\_\_\_

Type: \_\_\_\_\_ Size: \_\_\_\_\_

**CONDUCTORS**

Material: \_\_\_\_\_

Type: \_\_\_\_\_ Size: \_\_\_\_\_

**SIDE ELEVATION**

**LINE CHARACTERISTICS**

Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Cycle: \_\_\_\_\_

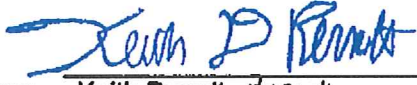
I agree that I have read the instructions for the installation of wire lines as detailed in the *Utility Accommodation Policy*.

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Attached to this sheet is a location plan and a detailed sketch. Sketch should show tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure.

Please authorize us to proceed with this installation or advise what changes are necessary to meet BNSF's specifications.

Date: 3/7/16

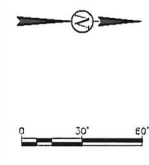
Signed:   
Print Name: Keith Burndt ~~Berndt~~ Jr.  
Company: Flood Diversion Board of Authority  
Title: Cass County Administrator  
Phone #: 701-241-5770 Fax: \_\_\_\_\_

If you require additional assistance, please contact your Jones Lang LaSalle Brokerage, Inc. representative.

**Provide details and plans for said crossing/widening or grade separation project.**

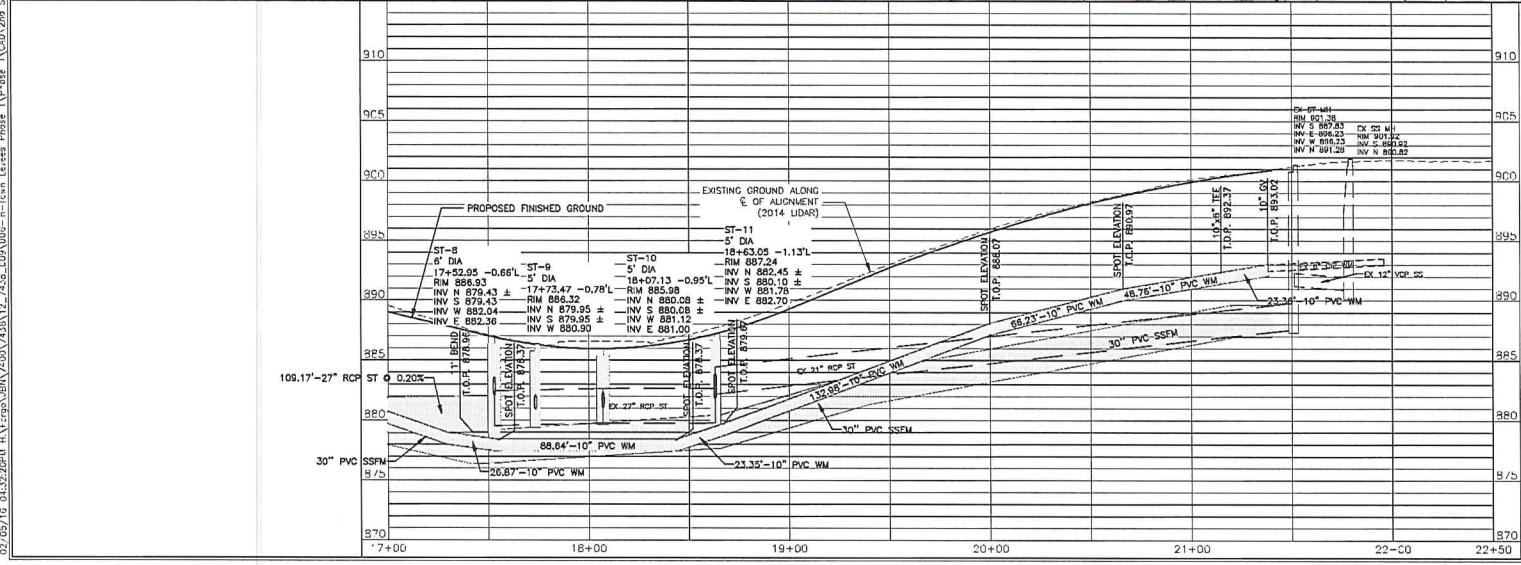
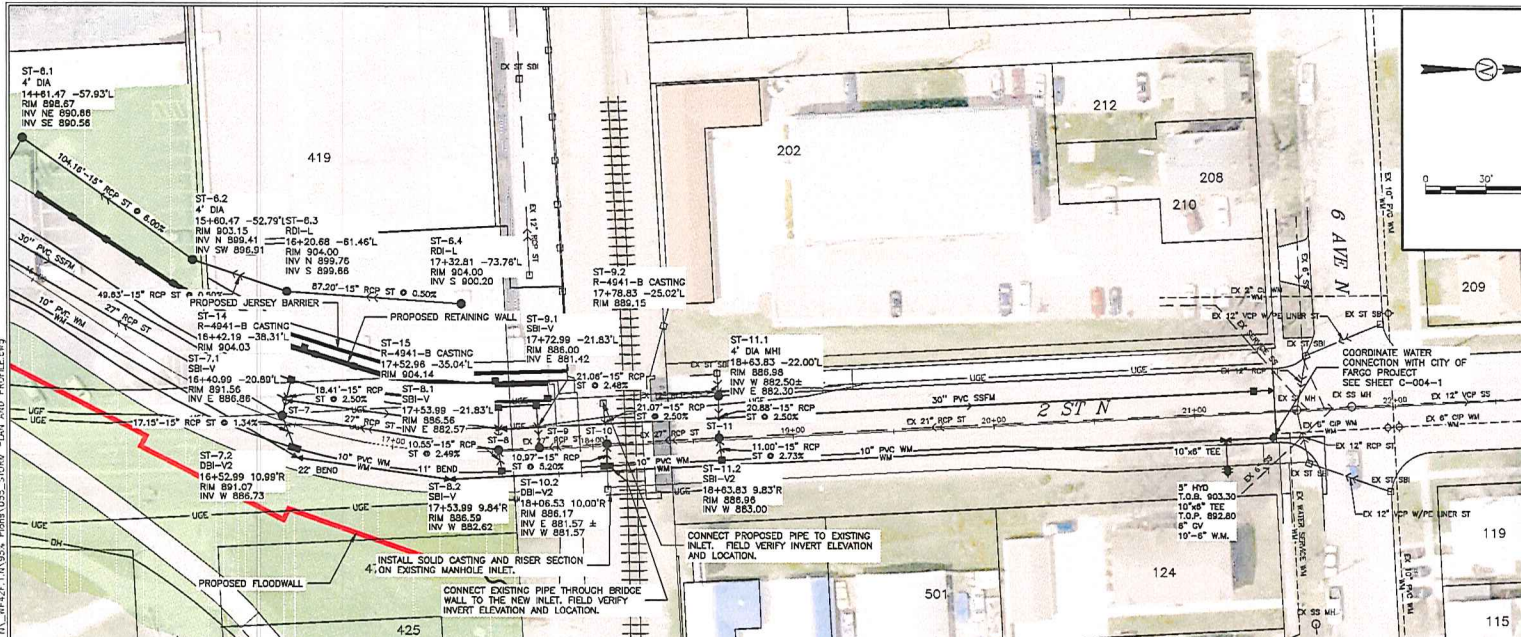
- The purpose of the proposed project is to construct permanent flood protection for the City of Fargo along the Red River of the North. The existing location of 2<sup>nd</sup> St north will be shifted to the west due to geotechnical considerations. 2<sup>nd</sup> St north crosses under BNSF prosper line at Bridge 23.1.
- The proposed project, as shown in the attached plan-sheets, is proposed to begin construction in July of 2016. The area between the existing roadway and Red River of the North is geotechnically unstable, so in order to construct a floodwall (since a levee is not feasible in this area) and keep the roadway open during a future flood, the existing roadway will need to be moved to allow for the floodwall to be constructed on the more stable ground to the west. This will require some building acquisition and demolition which will begin April of 2016. The retaining wall that is currently along the west side of 2<sup>nd</sup> Street North, south of the existing BNSF Bridge, will be reconstructed to allow for the roadway to be moved so the floodwall construction can begin.
- 2<sup>nd</sup> Street North crosses under the BNSF Prosper Line at Bridge 23.1 via an underpass. Currently there is an existing storm sewer line that runs under the roadway. This storm sewer mainline will not be modified, but the catch basin leads will be replaced within the BNSF right of way.
- In a phone conference with Kris Swanson and Lynn Leibfried from BNSF, we were instructed to not place the existing storm sewer pipe inside a casing pipe, which is why the casing pipe fields are blank on the application.

This document was originally issued and sealed by Randy G. Engelstad Registration Number PE-6676 on X-XX-XX and the original document is stored at CH2M Hill Engineering Inc., Fargo, N.D.



- NOTE:
1. EITHER MONOLITHIC MANHOLE STYLE ROOT CONNECTOR FACTORY INSTALLED OR CONCRETE TO PVC PIPE ADAPTORS SHALL BE USED TO CONNECT PVC PIPE TO THE MANHOLE. PVC MANHOLE ADAPTER SHALL BE A GPK PRODUCT OR APPROVED EQUIVALENT AS STATED IN THE CITY OF FARGO SPECIFICATIONS.
  2. ALL PIPE LOCATED UNDER PROPOSED AND EXISTING STREET SECTIONS SHALL HAVE GRAVEL BACKFILL INSTALLED PER CITY OF FARGO SPECIFICATIONS.
  3. SEE SHEETS C-055 4-5 FOR SANITARY FORCE MAIN PLAN AND PROFILE.
  4. SEE SHEET C-020-21 FOR INLET DRAINAGE BEHIND RETAINING WALL SECTIONS.

2ND STREET/DOWNTOWN - IN-TOWN LEVEES  
2ND STREET FLOODWALL  
RED RIVER OF THE NORTH RIVER BASIN  
FARGO-MOORHEAD FLOOD RISK MANAGEMENT  
CASS COUNTY, NORTH DAKOTA  
UTILITIES PLAN AND PROFILE - 2 ST N



COORDINATE SYSTEM (HORIZONTAL CONTROL)	COORDINATE SYSTEM (VERTICAL CONTROL)	DATE	2-6-16
UNIT OF MEASURE (HORIZONTAL)	UNIT OF MEASURE (VERTICAL)	DESIGNED BY	
UNIT OF MEASURE (AREA)	UNIT OF MEASURE (VOLUME)	CHECKED BY	
FARGO GROUND - US SURVEY FEET		RECORDED BY	
		FILE NAME:	
		PROJECT No.	WP-42F.1.N
		DRAWN BY:	JMW
		CHECKED BY:	RGE
		PROJ. MANAGER	CGT
		PROJ. ENGINEER	

02/05/16 10:34:32:28PM H:\N\Fargo\BIN\Y-05\7493\12-7423-C054\000-n-tcon Express Phase 1\Profile-1\CADD\2nd St N\_MH\RF\2D\_Plan.dwg PLOT DATE: 02/05/16 10:34:32:28PM

Item No. 4

**FM Diversion Authority**  
**Fiscal Accountability Report Design Phase (Fund 790)**  
**As of 2/29/2016**

	2011	2012	2013	2014	2015	2016	Cumulative Totals
<b>Revenues</b>							
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	3,586,959	66,439,243
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	3,586,959	66,439,243
State Water Commission	-	-	3,782,215	602,918	31,056,740	4,737,323	40,179,196
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	784,479	14,751,652
Lease/Rental Payments	-	-	17,358	154,180	180,341	31,044	382,923
Asset Sales	-	-	-	616,774	315,892	172,190	1,104,856
Miscellaneous	-	-	1,705	626	427	-	2,758
<b>Total Revenues</b>	<b>984,750</b>	<b>17,005,957</b>	<b>19,518,970</b>	<b>44,425,900</b>	<b>94,465,339</b>	<b>12,898,954</b>	<b>189,299,871</b>
<b>Expenditures</b>							
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	1,400,000	6,050,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	55,142	1,022,623
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	204,641	22,720,228
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	537,533	21,215,992
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	4,928,180	84,545,435
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	32,452	192,600	555,502
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	4,574,405	25,582,098
7951 Construction - Minnesota	-	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	471,018	16,797,524
7955 Construction Management	-	-	-	556,209	2,867,422	291,323	3,714,954
7990 Project Financing	-	50,000	70,000	216,376	566,600	373,768	1,276,744
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	-	116
0000 Advance to City of Oxbow	-	-	7,527,231	630	-	-	7,527,861
<b>Total Expenditures</b>	<b>984,750</b>	<b>17,005,957</b>	<b>19,518,970</b>	<b>45,325,044</b>	<b>95,896,147</b>	<b>13,028,610</b>	<b>191,759,479</b>

FM Diversion Authority  
 FY 2016 Summary Budget Report ( In Thousands)  
 As of February 29, 2016

	FY 2016 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
<b>Revenue Sources</b>						
City of Fargo	39,375	2,093	3,587			35,788
Cass County	39,375	2,093	3,587			35,788
State of ND - 50% Match	40,100	1,064	2,562			37,538
State of ND - 100% Match	109,900	1,688	2,176			107,724
State of Minnesota	-	-	-			-
Other Agencies	8,750	461	784			7,966
Financing Proceeds	-	-	-			-
Sale of Assets	-	38	172			(172)
Property Income	-	31	31			(31)
Miscellaneous	-	-	-			-
<b>Total Revenue Sources</b>	<b>237,500</b>	<b>7,470</b>	<b>12,899</b>			<b>224,601</b>
<b>Funds Appropriated</b>						
Army Corp Local Share	-	700	1,400		879	(2,279)
Management Oversight	11,340	765	884	8%	4,492	5,964
Technical Activities	7,500	28	205	3%	3,874	3,421
Land Acquisitions	109,900	3,100	5,121	5%	34,893	69,886
Construction	105,000	2,498	5,045	5%	33,543	66,412
Mitigation	2,200	-	-		-	2,200
Other Costs	1,560	295	374	24%	487	699
<b>Total Appropriations</b>	<b>237,500</b>	<b>7,385</b>	<b>13,029</b>	<b>5%</b>	<b>78,168</b>	<b>146,303</b>



**FM Diversion Authority  
Summary of Cash Disbursements  
February 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-0000-206.10-00	2/17/2016	265770	INDUSTRIAL BUILDERS INC	205,145.94	Pay Retainage	V02801	2ND ST NORTH PUMP STATION
<b>Total - Retainage Paid</b>				<b>\$205,145.94</b>			
790-7905-429.33-42	2/5/2016	JB02160002	ARMY CORP	\$ 700,000.00	ARMY CORP LOCAL SHARE	V01101	ARMY CORP LOCAL SHARE PMT
<b>Total WIK - General &amp; Admin. - Army Corp Local Share</b>				<b>700,000.00</b>			
790-7910-429.33-20	3/4/2016	JB02160019	CITY OF FARGO	\$ 760.00	CHARGE COF TIME - 2/16	V00102	General & Admin. WIK
<b>Total WIK - General &amp; Admin. - Accounting Services</b>				<b>760.00</b>			
790-7910-429.33-25	3/2/2016	266112	OXBOW, CITY OF	7,241.85	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	3/2/2016	266112	OXBOW, CITY OF	6,600.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	2/17/2016	265759	ERIK R JOHNSON & ASSOCIATES	8,009.86	FLOOD GENERAL LEGAL	V00102	General & Admin. WIK
	2/17/2016	265759	ERIK R JOHNSON & ASSOCIATES	11,283.55	METRO FLOOD PROJECT	V00102	General & Admin. WIK
<b>Total WIK - General &amp; Admin. - Legal Services</b>				<b>\$33,135.26</b>			
790-7910-429.38-68	2/5/2016	628	P CARD BMO	3,500.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
<b>Total WIK - General &amp; Admin. - Lobbyist</b>				<b>\$3,500.00</b>			
790-7915-429.33-05	2/3/2016	265385	OXBOW, CITY OF	1,374.50	MOORE ENGINEERING	V02402	OXBOW MOU-PRELIM ENGINRNG
	2/3/2016	265385	OXBOW, CITY OF	10,639.75	MOORE ENGINEERING	V02402	OXBOW MOU-PRELIM ENGINRNG
	2/3/2016	265385	OXBOW, CITY OF	24.05	MOORE ENGINEERING	V02415	OXBOW MOU-H2O QUALITY INF
	2/3/2016	265385	OXBOW, CITY OF	4,203.45	MOORE ENGINEERING	V02420	OXBOW MOU-MOORE ENG TO #6
	2/10/2016	265718	URS CORPORATION	11,307.29	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
<b>Total WIK - Project Design - Engineering Services</b>				<b>\$27,549.04</b>			
790-7920-429.33-79	2/3/2016	265385	OXBOW, CITY OF	7,883.40	MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MGMT
	2/3/2016	265385	OXBOW, CITY OF	5,572.60	MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MGMT
	2/3/2016	265385	OXBOW, CITY OF	12,896.15	MOORE ENGINEERING	V02421	OXBOW MOU-MOORE PROJ MGMT
	2/3/2016	265300	CH2M HILL ENGINEERS INC	425,000.00	DEC-TASK ORDER #5	V00205	CH2M Hill-8.30.14-2.27.15
<b>Total WIK Construction Mgmt. - Construction Management</b>				<b>\$451,352.15</b>			
790-7930-429.33-05	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	5,941.00	ULTEIG ENGINEERS	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,734.00	ULTEIG ENGINEERS	V01203	Cass Joint Water OHB
<b>Total LERRDS - North Dakota - Engineering Services</b>				<b>\$9,675.00</b>			

**FM Diversion Authority  
Summary of Cash Disbursements  
February 2016**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.33-06	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,590.38	BRAUN INTERTEC	V01203	Cass Joint Water OHB
<b>Total LERRDS - North Dakota - Quality Testing</b>				<b>\$2,590.38</b>			
790-7930-429.33-25	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	935.00	OHNSTAD TWICHELL	V01201	Cass Joint Water ROE
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,555.01	OHNSTAD TWICHELL	V01201	Cass Joint Water ROE
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	816.00	OHNSTAD TWICHELL	V01202	Cass Joint Water DPAC
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,139.25	OHNSTAD TWICHELL	V01201	Cass Joint Water ROE
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,030.90	OHNSTAD TWICHELL	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,361.00	OHNSTAD TWICHELL	V01202	Cass Joint Water DPAC
	2/17/2016	265759	ERIK R JOHNSON & ASSOCIATES	1,410.15	LEERDS MATTERS	V00103	General & Admin. LERRDS
	2/17/2016	265759	ERIK R JOHNSON & ASSOCIATES	1,234.20	LEERDS MATTERS	V00103	General & Admin. LERRDS
<b>Total LERRDS - North Dakota - Legal Services</b>				<b>\$28,481.51</b>			
790-7930-429.33-79	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	22,800.86	CH2M	V02807	CASS JOINT WATER IN-TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	80,839.40	CH2M	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	36,440.68	CH2M	V02807	CASS JOINT WATER IN-TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	129,198.79	CH2M	V01203	Cass Joint Water OHB
<b>Total LERRDS - North Dakota - Construction Management</b>				<b>\$269,279.73</b>			
790-7930-429.33-91	2/22/2016	0006619	CASS COUNTY JOINT WATER RESOURCE DI	(6,749.70)	REFUND PARK EAST PROP MGMT	V01703	ND LAND PURCH - IN TOWN
<b>Total LERRDS - North Dakota - Property Management</b>				<b>(6,749.70)</b>			
790-7930-429.34-65	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	9,500.00	SOIL BORINGS	V01201	Cass Joint Water ROE
<b>Total LERRDS - North Dakota - Right of Entry Requests</b>				<b>\$9,500.00</b>			
790-7930-429.38-61	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	5,129.75	SENTRY SECURITY INC	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,934.38	SENTRY SECURITY INC	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,679.00	SENTRY SECURITY INC	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,687.32	SENTRY SECURITY INC	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,851.39	SENTRY SECURITY INC	V01203	Cass Joint Water OHB
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,314.90	SENTRY SECURITY INC	V01203	Cass Joint Water OHB
<b>Total LERRDS - North Dakota - Security Services</b>				<b>\$19,596.74</b>			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.62-51	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	240.37	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,936.15	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	83.09	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	130.32	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	141.00	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,029.57	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	223.57	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	30.68	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	376.49	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	363.03	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	217.12	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	193.55	CASS COUNTY ELECTRIC	V01701	ND LAND PURCH-OUT OF TOWN
	<b>Total LERRDS - North Dakota - Electricity</b>				<b>\$13,964.94</b>		
790-7930-429.67-11	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,891.60	HASBARGEN/ZIMMERMAN	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	50.00	GRANT & DEBI RETZLAFF	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	749.00	BECCA MURPHY	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	10,375.00	BECCA MURPHY	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	7,200.00	ROBERT GILBERTSON	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	264,769.47	MURPHY CLOSING	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	466,864.64	REPLACE PROP-SCHNEIBEL	V02411	OXBOW MOU-RESIDENT RLCTN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,680.00	MOVING-JUAN MONDRAGON	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,680.00	MOVING-ANNELE MONDRAGON	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,610.00	RENT-BENJAMIN OTTO	V01703	ND LAND PURCH - IN TOWN
	<b>Total LERRDS - North Dakota - Residential Buildings</b>				<b>\$765,869.71</b>		
790-7930-429.67-12	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	45,262.11	SIDESTREET GRILLE	V01703	ND LAND PURCH - IN TOWN
<b>Total LERRDS - North Dakota - Commercial Buildings</b>				<b>\$45,262.11</b>			
790-7930-429.71-30	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,072,608.19	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	9,200.00	JOSEPH & MARIE TALLEY	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	120,077.88	TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	172,653.77	MURPHY CLOSING	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	403,385.43	PURCHASE-SCHEIBEL	V01701	ND LAND PURCH-OUT OF TOWN
<b>Total LERRDS - North Dakota - Land Purchases</b>				<b>\$1,777,925.27</b>			



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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.80-17	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,678.57	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	31.98	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,627.75	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,153.40	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	651.52	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	140.81	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,289.52	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	94,832.78	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,072.31	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	829.15	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,606.21	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,737.30	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,547.60	CASS COUNTY TREASURER	V01703	ND LAND PURCH - IN TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	456.53	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,390.23	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	64.77	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,985.21	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	45.27	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	1,520.49	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,397.36	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,234.53	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,818.16	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	6,643.74	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,554.24	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,495.78	CASS COUNTY TREASURER	V01702	ND LAND PURCHASE-HARDSHIP
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	2,376.26	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,503.65	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,002.89	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,677.40	CASS COUNTY TREASURER	V01702	ND LAND PURCHASE-HARDSHIP
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	4,596.25	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	493.34	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3,591.12	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	13.53	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	3.70	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN	
2/22/2016	0006613	CASS COUNTY JOINT WATER RESOURCE DI	(2,265.76)	REFUND 2014 RUST PROP TAX	V01701	ND LAND PURCH-OUT OF TOWN	
<b>Total LERRDS - North Dakota - Property Tax - FMDA</b>				<b>\$164,797.59</b>			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7950-429.73-20	3/2/2016	266093	LANDWEHR CONSTRUCTION INC	285,695.00	PARK EAST APT DEMOLITION	V02813	PARK EAST DEMOLITION
<b>Total ND Construction - Site Improvements</b>				<b>\$285,695.00</b>			
790-7950-429.73-52	2/17/2016	265770	INDUSTRIAL BUILDERS INC	949,927.00	2 ST N PUMP STATION	V02801	2ND ST NORTH PUMP STATION
	2/24/2016	265928	INDUSTRIAL BUILDERS INC	93,492.61	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	2/17/2016	265771	INDUSTRIAL CONTRACT SERVICES INC	734,325.00	PUMP STATION & FLOOD WALL	V02805	PUMP STATION & FLOODWALL
<b>Total ND Construction - Flood Control</b>				<b>\$1,777,744.61</b>			
790-7950-429.73-70	3/2/2016	266148	XCEL ENERGY	53,641.97	51-0011013388-8 XCEL	V02811	XCEL WP42 UTILITY RELOCTE
	3/2/2016	266148	XCEL ENERGY	55,000.00	51-0011013388-8 XCEL	V02811	XCEL WP42 UTILITY RELOCTE
	3/2/2016	266148	XCEL ENERGY	65,613.11	51-0011013388-8 XCEL	V02811	XCEL WP42 UTILITY RELOCTE
	2/10/2016	265522	CONSOLIDATED COMMUNICATIONS	28,753.30	LEVEE UTILITY RELOCATION	V02803	EVENTIS WP42 UTILITY RLCT
	2/10/2016	265522	CONSOLIDATED COMMUNICATIONS	16,408.29	PULL FIBER, LABOR	V02803	EVENTIS WP42 UTILITY RLCT
	2/24/2016	265879	CONSOLIDATED COMMUNICATIONS	63,002.43	INTOWN LEVEE RELOCATION	V02803	EVENTIS WP42 UTILITY RLCT
	3/2/2016	266072	CONSOLIDATED COMMUNICATIONS	30,848.02	LABOR/MATERIALS (S ROUTE)	V02803	EVENTIS WP42 UTILITY RLCT
<b>Total ND Construction - Utilities</b>				<b>\$313,267.12</b>			
790-7952-429.73-70	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	121,781.45	MIDCONTINENT COMMUNICATIO	V01203	Cass Joint Water OHB
<b>Total O/H/B Construction - Utilities</b>				<b>\$121,781.45</b>			
790-7955-429.33-06	2/10/2016	265710	TERRACON CONSULTING ENGINEERS	3,249.00	MATERIAL TESTING	V02802	WP-42 MATERIALS TESTING
	2/10/2016	265710	TERRACON CONSULTING ENGINEERS	12,526.50	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
<b>Total Construction Management - Quality Testing</b>				<b>\$15,775.50</b>			
790-7955-429.33-79	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	130,000.00	CH2M	V02807	CASS JOINT WATER IN-TOWN
	2/17/2016	265753	CASS COUNTY JOINT WATER RESOURCE DI	130,000.00	CH2M	V02807	CASS JOINT WATER IN-TOWN
<b>Total Construction Management - Construction Management</b>				<b>\$260,000.00</b>			
790-7990-429.33-25	2/17/2016	265743	ASHURST LLP	95,456.15	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
<b>Total Project Financing - Legal Services</b>				<b>\$95,456.15</b>			
790-7990-429.34-55	2/24/2016	265952	JP MORGAN CHASE-LOCKBOX PROCESSING	151,106.38	11/15-1/16 FINANCIAL ADVI	V03301	PPP FINANCL ADVISORY SVCS
<b>Total Project Financing - Financial Advisor</b>				<b>\$151,106.38</b>			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7990-429.33-25	2/5/2016	628	P CARD BMO	13,599.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
<b>Total Project Financing - Legal Services</b>				<b>\$13,599.00</b>			
790-7990-520.80-20	2/2/2016	JB02160001	US BANK	34,505.21	US BANK INTEREST PAYMENT	V02902	\$50M FARGO USBANK ADVANCE
<b>Total Project Financing - Interest</b>				<b>34,505.21</b>			
<b>Total Disbursed for Period</b>				<b>\$7,590,566.09</b>			

**FM Diversion Authority  
Cumulative Vendor Payments Since Inception  
As of February 29, 2016**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 121,523,068.31	\$ 82,688,308.09	\$ 38,834,760.22	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
HOUSTON-MOORE GROUP LLC	31,195,809.10	23,285,513.08	7,910,296.02	Engineering Services
INDUSTRIAL BUILDERS INC	25,792,957.86	9,723,098.98	16,069,858.88	2nd St North Pump Station Project and 2nd Street Floodwall, South of Pump Station
CH2M HILL ENGINEERS INC	18,665,819.01	17,815,819.01	850,000.00	Project Management
INDUSTRIAL CONTRACT SERVICES I	17,523,063.63	13,600,948.49	3,922,115.14	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	15,569,014.06	14,291,168.79	1,277,845.27	City of Oxbow - MOU
ARMY CORP OF ENGINEERS	6,929,000.00	6,050,000.00	879,000.00	Local Share
COMMERCIAL TITLE LLC	3,869,541.00	3,869,541.00	-	Oxbow MOU - Advance for Land Purchase
TITLE COMPANY	3,641,500.00	3,641,500.00	-	Oxbow MOU - Advance for Land Purchase
DORSEY & WHITNEY LLP	2,723,789.78	2,723,789.78	-	Legal Services
CENTURYLINK COMMUNICATIONS	2,586,742.00	-	2,586,742.00	Utility Relocation
MINNESOTA DNR	2,325,472.35	2,188,007.43	137,464.92	EIS Scoping
URS CORPORATION	1,775,118.42	1,572,958.18	202,160.24	Engineering Services
LANDWEHR CONSTRUCTION INC	1,758,758.00	611,000.00	1,147,758.00	In-Town Demolition Contracts
KENNELLY & OKEEFFE	1,729,310.56	1,729,310.56	-	Home Buyouts
CONSOLIDATED COMMUNICATIONS	1,706,312.00	740,145.58	966,166.42	Utility Relocation
REINER CONTRACTING INC	1,515,798.64	-	1,515,798.64	El Zagal Flood Risk Management
XCEL ENERGY	874,255.08	174,255.08	700,000.00	Utility Relocation
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
US BANK	592,343.82	592,343.82	-	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
TERRACON CONSULTING ENGINEERS	525,000.00	263,738.61	261,261.39	Materials Testing
RED RIVER BASIN COMMISSION	500,000.00	500,000.00	-	Engineering Services
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
AT & T	441,330.44	278,964.28	162,366.16	Utility Relocation
ERIK R JOHNSON & ASSOCIATES	439,783.12	439,783.12	-	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES	350,000.00	241,521.09	108,478.91	Financial Advisor
CITY OF FARGO	333,458.71	333,458.71	-	Digital Imagery Project, Utility Relocation & Accounting Svcs
702 COMMUNICATIONS	275,862.91	266,892.07	8,970.84	Utility Relocation
CASS COUNTY TREASURER	249,171.51	249,171.51	-	Property Tax
ASHURST LLP	224,000.00	95,456.15	128,543.85	PPP Legal Counsel
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
CABLE ONE (FARGO)	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	135,167.00	-	Ag Risk Study Services
ENVENTIS	115,685.62	115,685.62	-	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	111,000.00	-	111,000.00	Engineering Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	104,600.00	-	Water Level Discharge Collection
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Engineering Services

**FM Diversion Authority  
Cumulative Vendor Payments Since Inception  
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Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
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
OHNSTAD TWICHELL PC	85,843.11	85,843.11	-	ROE and Bonding Legal Fees
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
FREDRIKSON & BYRON, PA	63,000.00	45,500.00	17,500.00	Lobbying 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
GEOKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
CLAY COUNTY AUDITOR	33,796.71	33,796.71	-	Property Tax, Home Buyout Demo
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
WARNER & CO	24,875.00	19,900.00	4,975.00	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
INNOVATIVE ABSTRACT & TITLE CO	15,921.53	15,921.53	-	Oxbow MOU - Advance for Land Purchase
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services
ND WATER USERS ASSOCIATN	10,000.00	5,000.00	5,000.00	Membership Dues
ONE	3,575.00	3,575.00	-	Utility Relocation
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
RED RIVER TITLE SERVICES INC	1,305.00	1,305.00	-	Abstract Updates
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
BNSF RAILWAY CO	600.00	600.00	-	Permit for 4th St N Project
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
CASS COUNTY RECORDER	68.00	68.00	-	Oxbow MOU - Advance for Land Purchase
<b>Grand Total</b>	<b>\$ 269,927,135.57</b>	<b>\$ 191,759,479.24</b>	<b>\$ 78,167,656.33</b>	

**FM Diversion Authority  
In-Town Levee Work  
as of February 29, 2016**

<b>Vcode #</b>	<b>Vendor Name</b>	<b>Descriptions</b>	<b>Contract Amount</b>	<b>Amount Paid</b>
V02801	Industrial Builders	2nd Street North Pump Station - Work Package 42.A2	\$ 8,674,859.68	\$ 7,338,816.15
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	525,000.00	263,738.61
V02803	Consolidated Communications	2nd Street Utility Relocation	1,821,997.62	855,831.20
V02804	702 Communications	2nd Street Utility Relocation	275,862.91	266,892.07
V02805	ICS	4th St Pump Station & Gatewell and 2nd St Floodwall S - WP-42A.1/A.3	17,523,663.63	13,601,548.49
V02806	HMG	Services During Construction - Work Package 42	3,848,000.00	1,193,509.42
V02807	CCJWRD	In-Town Levee Work	2,508,691.64	2,508,691.64
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	38,002.05	38,002.05
V02809	AT & T	2nd Street Utility Relocation	603,696.60	278,964.28
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	890,530.93	190,530.93
V02812	Industrial Builders	2nd Street North Floodwall, South of Pump Station - WP-42F.1S	16,458,188.18	2,384,282.83
V02813	Landwehr Construction	Park East Apartments Demolition	1,089,888.00	611,000.00
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,586,742.00	-
V02816	Landwehr Construction	WP-42C.1 In-Town Levees 2nd Street/Downtown Area Demo	668,870.00	-
V02817	Reiner Contracting, Inc	WP-42H.2 El Zagal Area Flood Risk Management	1,515,798.64	-
V02818	Industrial Builders	WP-42I.1 Mickelson Levee Extension	659,910.00	-
V01703	Various	In-Town Property Purchases	31,743,160.00	20,357,850.55
			<u>\$ 91,597,603.25</u>	<u>\$ 49,905,888.22</u>

**FM Diversion Authority  
Lands Expense - Life To Date  
As of February 29, 2016**

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
<b>Home Buyouts - Fargo</b>											
1322 Elm St N, Fargo ND	11/19/2014	347,270.27	-	-	-	2,981.20	47,168.14	2,538.69	-	-	399,958.30
1341 N Oak St, Fargo ND	1/29/2015	309,888.24	-	-	-	3,153.40	78,889.24	64.79	-	-	391,995.67
1326 Elm St N, Fargo ND	12/23/2014	230,196.41	-	-	-	-	8,001.02	192.02	-	-	238,389.45
1330 Elm St N, Fargo ND	2/12/2015	229,982.44	-	-	-	651.52	62,362.63	385.26	-	-	293,381.85
18 North Terrace N, Fargo ND	4/2/2015	129,698.25	-	-	-	829.15	44,688.72	237.27	-	-	175,453.39
Park East Apartments - 1 2nd St S Fargo, ND	6/23/2015	9,002,442.20	-	-	-	94,832.78	1,352,180.53	83,887.51	(2,166.32)	-	10,531,176.70
1318 Elm St N, Fargo ND	5/29/2015	229,012.67	-	-	-	1,289.52	55,452.01	50.00	-	-	285,804.20
724 North River Road, Fargo, ND	6/8/2015	204,457.83	-	-	-	1,547.60	35,312.30	109.76	-	(10,000.00)	231,427.49
1333 Oak Street N, Fargo, ND	6/24/2015	238,513.23	-	-	-	1,627.75	2,700.85	50.00	-	-	242,891.83
26 North Terrace N, Fargo ND	9/11/2015	138,619.58	-	-	-	1,737.30	12,620.00	118.50	-	-	153,095.38
16 North Terrace N, Fargo ND	9/24/2015	227,987.50	-	-	-	2,072.31	96,717.14	93.33	-	-	326,870.28
301 3rd Ave N, Fargo ND	11/2/2015	3,266,079.60	-	-	-	-	3,200,206.04	23,548.38	-	(1,100.00)	6,488,734.02
1314 Elm Street N, Fargo ND	12/18/2015	225,800.09	-	-	-	-	2,512.50	-	-	-	228,312.59
24 North Terrace N, Fargo ND	11/25/2015	182,437.38	-	-	-	1,606.21	29,269.60	-	-	-	213,313.19
1313 Elm Street N, Fargo ND	-	-	-	-	-	-	3,360.00	-	-	-	3,360.00
<b>Home Buyouts - Moorhead</b>											
387 170th Ave SW, Moorhead MN	11/1/2013	281,809.91	-	-	-	1,970.00	-	34,073.72	-	(8,440.00)	309,413.63
16678 3rd St S, Moorhead MN	-	-	-	-	192,600.00	-	-	-	-	-	192,600.00
<b>Home Buyouts - Oxbow</b>											
105 Oxbow Drive, Oxbow ND	11/28/2012	216,651.85	-	-	-	4,993.72	-	13,695.77	(18,680.72)	(181,249.54)	35,411.08
744 Riverbend, Oxbow ND	12/3/2012	343,828.30	-	-	-	14,276.50	2,435.00	19,786.48	(37,617.16)	-	342,709.12
121 Oxbow Drive, Oxbow ND	7/31/2013	378,781.20	-	-	-	1,581.52	-	19,519.02	-	(186,918.33)	212,963.41
333 Schnell Drive, Oxbow ND	9/20/2013	104,087.79	-	-	-	4,302.38	-	30,137.65	-	-	138,527.82
346 Schnell Dr, Oxbow ND	2/13/2014	512,970.73	-	-	-	6,638.91	7,200.00	13,516.33	(18,000.00)	-	522,325.97
345 Schnell Dr, Oxbow ND	10/24/2014	478,702.98	-	-	-	6,453.35	6,869.44	2,019.98	-	-	494,045.75
336 Schnell Dr, Oxbow ND	1/29/2015	310,888.51	-	-	-	2,376.26	-	172.32	-	-	313,437.09
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	-	-	5,095.25	10,549.70	3,969.41	-	-	2,717,841.33
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	-	-	4,002.89	205,699.82	181.53	-	-	690,668.54
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	-	-	3,503.65	507,103.56	514.99	-	-	980,200.33
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	-	-	2,234.53	309,992.53	560.67	-	-	619,512.93
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	-	-	2,818.16	312,212.95	866.13	-	-	810,240.11
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	-	-	6,643.74	176,524.79	622.04	-	-	650,511.37
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	-	-	3,554.24	267,757.65	657.32	-	-	762,060.53
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,710.55	-	36.67	-	-	1,329,898.22
326 Schnell Drive, Oxbow, ND	-	-	-	-	130,000.00	-	62,505.89	-	-	-	192,505.89
828 Riverbend Rd, Oxbow ND	-	-	-	25,000.00	25,000.00	-	-	-	-	-	25,000.00
330 Schnell Dr, Oxbow ND	-	-	-	150,000.00	150,000.00	-	-	-	-	-	150,000.00
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	-	-	-	466,864.64	-	-	-	1,065,750.07
334 Schnell Dr / 751 River Bend Rd	1/15/2016	318,879.77	-	-	-	-	278,103.47	-	-	-	596,983.24
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	-	-	-	273,967.35	-	-	-	764,991.36
829 Riverbend Rd / 788 River Bend Rd	-	-	-	-	-	-	8,000.00	-	-	-	8,000.00
328 Schnell Dr / 347 Trent Jones Dr	-	-	150,000.00	50,000.00	200,000.00	-	-	-	-	-	200,000.00
338 Schnell Dr / 775 River Bend Rd	-	-	115,000.00	107,500.00	222,500.00	-	-	-	-	-	222,500.00
813 Riverbend Rd / 449 Trent Jones Dr	-	-	163,000.00	65,000.00	228,000.00	-	-	-	-	-	228,000.00
341 Schnell Dr / 351 Trent Jones Dr	-	-	143,000.00	95,500.00	238,500.00	-	-	-	-	-	238,500.00
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	-	-	136,000.00	86,000.00	222,000.00	-	-	-	-	-	222,000.00
309 Schnell Dr / 261 S Schnell Dr	-	-	160,000.00	50,000.00	210,000.00	-	-	-	-	-	210,000.00
810 Riverbend Rd / 787 River Bend Rd	-	-	174,000.00	115,500.00	289,500.00	-	-	-	-	-	289,500.00
332 Schnell Dr / 421 Trent Jones Dr	-	-	133,000.00	25,000.00	158,000.00	-	-	-	-	-	158,000.00

**FM Diversion Authority  
Lands Expense - Life To Date  
As of February 29, 2016**

Property Address	Purchase Date	Purchase Price	Replacement Lot	Down Payment	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
833 Riverbend Rd / 446 Trent Jones Dr		-	149,000.00	120,000.00	269,000.00	-	-	-	-	-	269,000.00
821 Riverbend Rd / 434 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	90,566.00	238,566.00	-	-	-	-	-	238,566.00
337 Schnell Dr / 355 Trent Jones Dr		-	124,000.00	82,021.00	206,021.00	-	-	-	-	-	206,021.00
840 Riverbend Rd / 442 Trent Jones Dr		-	139,000.00	50,000.00	189,000.00	-	-	-	-	-	189,000.00
325 Schnell Dr		-	141,000.00	69,590.00	210,590.00	-	-	-	-	-	210,590.00
852 Riverbend Rd	1/11/2016	1,222,608.19	-	-	-	-	10,891.60	-	-	-	1,233,499.79
365 Schnell Dr	1/7/2016	125,077.88	-	-	-	-	-	-	-	-	125,077.88
<b>Home Buyouts - Hickson</b>											
17495 52nd St SE, Hickson, ND	4/28/2015	785,747.66	-	-	-	4,390.23	27,604.74	832.65	-	-	818,575.28
<b>Easements - Fargo</b>											
Part of Lot 5 El Zagal Park, Fargo ND	10/9/2014	68,040.72	-	-	-	-	-	-	-	-	68,040.72
<b>Easements - Oxbow</b>											
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	-	-	-	-	-	55,500.00
<b>Farmland Purchases</b>											
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	-	-	(27,892.63)	-	931,947.37
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	-	-	(56,114.10)	-	1,580,115.90
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust	2/18/2014	3,458,980.70	-	-	-	-	-	-	(121,611.02)	-	3,337,369.68
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	-	-	(32,244.98)	-	958,883.21
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	-	-	(29,681.57)	-	913,878.48
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	-	-	2,566.59	-	-	(3,725.49)	-	988,547.13
NW 1/4 14-140-50 - Hoglund	10/23/2014	948,782.22	-	-	-	5,327.10	-	-	(22,249.56)	-	931,859.76
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	-	-	-	(11,053.17)	-	944,847.83
Fercho Family Farms, Oxbow ND	3/25/2015	464,600.00	-	-	-	-	-	-	-	-	464,600.00
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gordier	5/13/2014	321,386.00	-	-	-	-	-	-	(5,602.20)	-	315,783.80
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	-	-	594,108.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	-	-	-	(6,510.69)	-	426,898.31
(Raymond Twp) - Henke	6/17/2015	1,196,215.00	-	-	-	-	-	-	(12,452.23)	-	1,183,762.77
<b>Land Purchases</b>											
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	-	223,505.56	-	-	-	(727,148.14)	(19,626.58)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	-	-	-	-	-	39,900.00
BNSF Railway Company		-	-	-	27,000.00	-	-	-	-	-	27,000.00
<b>Total</b>		<b>42,407,753.40</b>	<b>2,244,000.00</b>	<b>1,398,532.00</b>	<b>3,992,132.00</b>	<b>420,273.87</b>	<b>7,965,723.85</b>	<b>252,438.19</b>	<b>(405,601.84)</b>	<b>(1,114,856.01)</b>	<b>53,517,863.46</b>



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

Time Period for This Request: February 1, 2016 - February 29, 2016

Drawdown Request No: 24	
Requested Amount:	<b>\$ 2,752,283</b>
Total Funds Expended This Period:	\$ 3,816,093
Total Funds Requested at 100% Match	1,688,474
Remaining Funds Requested at 50% Match	2,127,619
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	1,063,809
<b>Total Funds Requested:</b>	<b>\$ 2,752,283</b>

<b>STATE AID SUMMARY:</b>		
Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations to be funded in 2017 Legislative Session	69,000,000	
Appropriations to be funded in 2019 Legislative Session	69,000,000	
Appropriations to be funded in 2021 Legislative Session	68,000,000	
<b>Total State Funds</b>	<b>206,000,000</b>	<b>244,000,000</b>
Less: Payment #1 through #35 - City of Fargo		(55,510,209)
Less: Payment #1 - Cass County		(136,039)
Less: Payment #1 through #10 - FM Diversion Authority		(8,524,053)
Less: Payment #11 - FM Diversion Authority		(470,398)
Less: Payment #12 - FM Diversion Authority		(1,231,810)
Less: Payment #13 - FM Diversion Authority		(612,361)
Less: Payment #14 - FM Diversion Authority		(1,182,540)
Less: Payment #15 - FM Diversion Authority		(4,501,221)
Less: Payment #16 - FM Diversion Authority		(3,325,169)
Less: Payment #17 - FM Diversion Authority		(2,833,772)
Less: Payment #18 - FM Diversion Authority		(1,528,056)
Less: Payment #19 - FM Diversion Authority		(885,633)
Less: Payment #20 - FM Diversion Authority		(3,767,195)
Less: Payment #21 - FM Diversion Authority		(2,580,786)
Less: Payment #22 - FM Diversion Authority		(3,998,879)
Less: Payment #23 - FM Diversion Authority		(1,985,040)
Less: Payment #24 - FM Diversion Authority		(2,752,283)
<b>Total Funds Reimbursed</b>		<b>(95,825,445)</b>
<b>Total State Fund Balances Remaining</b>	<b>\$</b>	<b>148,174,555</b>

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

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - City of Fargo	\$	47,629,069
Matching Funds Expended To Date - Cass County		291,500
Matching Funds Expended To Date - FM Diversion Authority		9,491,058
<b>Total Matching Funds Expended To Date</b>		<b>57,411,627</b>
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)
<b>Balance of Local Matching Funds Available</b>	<b>\$</b>	<b>6,277,910</b>

## Task Order 6

### Diversion Board of Authority

### Fargo-Moorhead Area Diversion Project

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 scope of services, work schedule, and compensation as follows:

**Task Order Title:** Management, Technical, Legislative, Project Delivery, Public Outreach, and Public-Private-Partnership (P3) Procurement Services

#### Description:

This Task Order 6 describes the functions and activities of the ENGINEER’s team to assist the OWNER with the management and implementation of its responsibilities in representing the OWNER as Local Sponsors as described in agreements with the US Army Corps of Engineers (USACE), including completion of designated Work-In-Kind (WIK) contributions, provision of lands, easements, rights of way, relocations, and disposal areas (LERRDs), interface and coordination with USACE activities, outreach to local stakeholders, and coordination, interface, and oversight of local consultant activities.

This Task Order 6 also describes the functions and activities of the ENGINEER’s team to assist the OWNER with the management, technical, legislative, project implementation, public outreach, and Public Private Partnership (P3) Procurement Services, including the management and implementation of the OWNER’s responsibilities as described in Diversion Authority agreements for the Split Delivery of the Project. This Task Order 6 is based upon the Project being selected as a P3 Demonstration Project by the USACE, appropriation of Fiscal Year (FY) 2016 Federal Funds, and selection as a New Construction Start in the USACE 2016 work plan released February 9, 2016.

Task Order 6 anticipates and is based on a level of activity that supports the Diversion Authority’s approved FY 2016 Project Budget of \$237,500,000, which is complementary to the USACE’s expenditures and start of construction on the USACE-led portion of the Project prior to September 30, 2016. This Task Order 6 is coordinated with and complementary with the Cass County Joint Water Resource District contract for Land Acquisition Management and Construction Management.

The period of performance for this Task Order 6 begins upon execution for the period from February 27, 2016, through November 25, 2016. This Task Order 6 anticipates completion of the Request for Qualifications (RFQ) process and preparation of a final draft of the Request for Proposals (RFP) for procurement of the P3 Developer, and authorizes ENGINEER to provide staff and services at the level of effort (LOE) described herein. ENGINEER has committed and will provide staff from CH2M and sub-consultant AE2S to support the anticipated activities and deliver the work described in the Scope of Services (required number of Full Time Equivalent (FTE) staff of 20). ENGINEER may contract with additional sub-consultants as necessary to meet the needs of the Project. Tasks defining the general scope to support the listed activities are described below.

#### Scope of Services:

##### **Task 6.A-Program-Level Services**

The scope of services for this Task generally includes the following:

1. Program Direction, Coordination, and Governance - Provide direction and overall management to support implementation of the Project through the following activities:

- a. Provide guidance, assistance, and input through prepared materials, meetings, and conference calls on OWNER's governance, policy, and USACE coordination actions.
  - i. Deliverables:
    - 1. Decision Papers, presentation materials, meeting agendas, conference calls, and policy papers as required.
  - ii. Schedule:
    - 1. As requested
- b. Advise and provide input to DA leadership, staff, and legal counsel on the drafting and execution of the Diversion Authority JPA.
  - i. Deliverables
    - 1. Draft review comments
    - 2. Presentation materials for briefings and meetings
  - ii. Schedule
    - 1. JPA execution expected by May 30, 2016
- c. Attend Diversion Board, Dakota Flood Board, and Committee (Finance, Land, and Outreach) meetings and report on Program activities. Present monthly PMC Report recommended Contracting Actions at Diversion Board meeting. Meeting attendees will generally include Program Manager, Deputy Program Manager, Public Outreach Lead, Land Management Lead, and P3 Delivery Lead. Additional staff may attend based on agenda.
  - i. Deliverables:
    - 1. Draft Diversion Board agenda – Provide Friday prior to Board Meeting
    - 2. Draft Dakota Flood Board Agenda - Provide Friday prior to Board Meeting
    - 3. Material for Board packet - Provide Friday prior to Board Meeting
    - 4. PMC Monthly Presentation – Present at Board Meeting
    - 5. Recommended Contracting Actions - Provide Friday prior to Board Meeting
    - 6. Agenda and Material for Land Management Committee packet – Provide Monday prior to Committee meeting
    - 7. Agenda and Material for Public Outreach Committee packet – Provide Monday prior to Committee meeting
    - 8. Material for Finance Committee packet – Provide Monday prior to Committee meeting
- d. Participate in Admin Advisory meetings and in calls and meetings with Diversion Authority leadership (Board Chair, Vice-Chair, and others as appropriate) to assist OWNER's staff in planning, organizing, and directing activities required to implement the Program. Meeting attendees from ENGINEER will generally include Program Manager, Deputy Program Manager, Public Outreach Lead, and P3 Delivery Lead. Additional staff may attend based on agenda.
  - i. Deliverables:
    - 1. Meeting Agendas – Provide day prior to meeting
    - 2. Handout materials - Provide day prior to meeting

- ii. Schedule:
    - 1. Admin Advisory – twice per month
    - 2. Diversion Authority Leadership meetings – twice per month
    - 3. Other meetings as requested
  - e. Participate in USACE Joint Leadership meetings as scheduled. Develop, in coordination with OWNER leadership and staff, and USACE leadership, the leadership and governance meetings for implementation
- 2. Administrative Support
  - a. Provide office and administrative support and assist Project staff in the performance of activities on the Project.
  - b. Secure and maintain office and support facilities to conduct the activities of the Project team, including space for select representatives of the Diversion Authority staff (e.g. the Executive Director as contemplated under the new DA JPA) and secure office space to support of the confidentiality requirements of the P3 Developer procurement (competitive dialogue process).
- 3. General Implementation Support
  - a. Consult and provide input to OWNER leadership and staff and legal counsel, and participate in conference calls and attend meetings as required to support the preparation of the Environmental Impact Statement (EIS) by the Minnesota Department of Natural Resources.
    - i. Deliverables: Responses to comments or questions, meeting notes, summary position papers as required.
    - ii. Schedule: As requested
  - b. Consult and provide input to OWNER leadership and staff to support legal counsel activities for resolution of the current lawsuits filed against the Project. Participate in conference calls and meetings as required.
    - i. Deliverables: Responses to comments or questions
    - ii. Schedule: As requested

#### **Task 6.B-Financial Support**

The scope of services for this Task generally includes the following:

- 1. Advise, provide input, and coordinate the preparation of a Project financial plan to be developed by Ernst & Young (EY), OWNER's Financial Advisor. Provide input to the strategic planning of existing and potential new revenue sources and alternative sources of local and state financing.
  - a. Deliverables:
    - i. Financial Plan review comments
    - ii. Data and advice related to existing and potential funding sources and programs available to local and state entities
    - iii. Position papers, talking points summaries, other supporting documents as required
  - b. Schedule:
    - i. As requested by OWNER and EY
- 2. Advise and provide input, including estimated project costs, funding sources, and schedule, to EY.



- a. Deliverables:
    - i. Project costs over time (by April 2016)
    - ii. Funding sources over time (through completion of Financial Plan)
  - b. Schedule:
    - i. As requested by OWNER and EY
3. Develop and recommend the Diversion Authority FY 2017 budget.
- a. Deliverables:
    - i. Recommended FY 2017 Budget
    - ii. Revisions to budget as required to incorporate OWNER comments
  - b. Schedule:
    - i. Present Recommended FY 2017 Budget to OWNER's technical and administrative staff in August 2016
    - ii. Present Recommended FY 2017 Budget to Board in September 2016
    - iii. Board consideration in November, 2016, and thereafter until adopted
4. Prepare support materials to communicate the 2015 Update Project cost estimate.
- a. Deliverables:
    - i. 2015 Update Project cost estimate
    - ii. Cost estimate presentation materials
  - b. Schedule:
    - i. March 2016

**Task 6.C-Program Controls and Reporting**

The scope of services for this Task generally includes the following:

- 1. Update and maintain the cost-loaded schedule of activities required to implement the Project.
  - a. Deliverables:
    - i. P6 Schedule in Adobe PDF format
  - b. Schedule:
    - i. Baseline April 2016
    - ii. Bi-monthly updates
- 2. Develop, maintain, and facilitate use of document control systems, processes, and tools, including an OWNER provided Electronic Data Management System (EDMS) for management and storage of Program documents. Coordinate with ACONEX, the OWNER's selected provider for the EDMS platform. The EDMS will allow storage, preservation, management, and retrieval records By OWNER, ENGINEER, and third-parties, such as HMG and USACE.
  - a. Deliverables:
    - i. Electronic Data Management System under license to OWNER
  - b. Schedule:

- i. Ongoing, with initial implementation on the El Zagal Phase 2 construction project in March 2016.
- 3. Process invoices from third-party consultants contracted to the Diversion Authority and Cass County Joint Water Resource District (CCJWRD) and forward to City of Fargo Accounts Payable Department.
  - a. Deliverables:
    - i. Approved invoices
  - b. Schedule:
    - i. Weekly
- 4. Implement cost management tool relating program budget, fiscal year budget, contract budget, and invoiced costs. Develop and prepare reports for the Finance Committee on program expenditures, budget status, and projected cash flows.
  - a. Deliverables:
    - i. Reports on program expenditures, budget status, and projected cash flows
  - b. Schedule:
    - i. Monthly, beginning April 2016
- 5. Develop, update, and facilitate the use of a Program Risk/Opportunity Register for the Project
  - a. Deliverables:
    - i. Program Risk/Opportunity Register Report
  - b. Schedule:
    - i. Quarterly, beginning June 2016
- 6. Monitor program scope and execution of scope to track potential scope, schedule, and cost changes. Manage change with OWNER input and report results.
  - a. Deliverables:
    - i. Change Management Report
  - b. Schedule:
    - i. Quarterly, beginning June 2016

**Task 6.D-Contract Administration**

The scope of services for this Task generally includes the following:

- 1. Manage agreements with sub-consultants and OWNER (third-party) contracts with consultants.
  - a. Deliverables:
    - i. Draft third-party agreements and task orders for OWNER review
    - ii. Prepare Final third-party agreements and task orders for OWNER approval
  - b. Schedule:
    - i. As required
- 2. Monitor compliance of contract terms and conditions and support program delivery with respect to scope, schedule, and budget performance. Maintain compliance records for contract terms and conditions on third-party contracts including insurance certifications and related items.
  - a. Deliverables:

- i. Contract Compliance Reports
- b. Schedule:
  - i. Monthly, beginning June 2016

#### **Task 6.E-Permitting and Permit Compliance Support**

The scope of services for this Task generally includes the following:

1. Manage the environmental permitting and compliance program. Develop a Permit Compliance Monitoring and Tracking program. Perform routine reviews and audits of the construction program and site visits to document and track compliance with permit conditions and other applicable regulations. Prepare Environmental Compliance Reports. Coordinate with regulatory agencies, OWNER, USACE to manage environmental commitments and liabilities.
  - a. Deliverables:
    - i. Permit Compliance Monitoring and Tracking Program
    - ii. Environmental Compliance Reports
  - b. Schedule:
    - i. Permit Compliance Monitoring and Tracking Program – June 2016
    - ii. Environmental Compliance Reports - Monthly, beginning June 2016
2. Develop and maintain programmatic Permitting Plan, in coordination with USACE, to plan permitting activities.
  - a. Deliverables:
    - i. Permitting Plan
  - b. Schedule:
    - i. June 2016

#### **Task 6.F-Split-Delivery Implementation Support**

The scope of services for this Task generally includes the following:

1. Advise, provide input, and manage the OWNER's efforts to develop a program implementation strategy utilizing a "split delivery" implementation model, with the OWNER's delivery of the Diversion Channel and Associated Infrastructure (DCIA) as a Design Build Operate Finance and Maintain (DBFOM) P3 and support of USACE's delivery of the Southern Embankment and Associated Infrastructure (SEAI) as traditional design-bid-build or design-build. Coordinate with USACE on support of the construction of the USACE design, bidding, and award of the construction contract for the Gated Inlet Structure at the beginning of the Diversion channel. Develop, in conjunction with USACE, a Project Management Plan for the split delivery.
  - a. Deliverables:
    - i. Draft Project Management Plan
    - ii. Final Project Management Plan
  - b. Schedule:
    - i. Draft Project Management Plan – May 2016
    - ii. Final Project Management Plan – June 2016
2. Advise, provide input, and facilitate the negotiation process along with local legal counsel (Ohnstad Twichell) and P3 legal advisor (Ashurst) on the negotiation and execution of the PPA with the USACE.

Attend and facilitate conference calls, meetings with OWNER's negotiation team and USACE representatives as required.

- a. Deliverables:
  - i. PPA review comments
- b. Schedule:
  - i. Negotiation support – as required
  - ii. PPA signing - July 2016

#### **Task 6.G-Technical and Project Support Services**

The scope of services for this Task generally includes the following:

1. Manage and coordinate technical activities of Houston-Moore Group (HMG), AECOM, Beaver Creek Archeology, and other third-party consultants directly contracted to the Diversion Authority.
  - a. Deliverables:
    - i. Draft task orders for OWNER Technical Staff review
    - ii. Final task orders for OWNER approval
  - b. Schedule:
    - i. As required to provide a minimum of 3 days for OWNER Technical Staff review
2. Develop bidding documents for construction contracts from technical plans and specifications prepared by HMG.
  - a. Deliverables:
    - i. Draft Bidding Documents for OWNER Technical Staff review
    - ii. Final Bidding Documents for OWNER approval
  - b. Schedule:
    - i. Allow 3 days for OWNER Technical Staff review
3. Provide bidding administration services including advertising for bids, preparing addenda, receiving bids, and recommending award of construction contracts.
  - a. Deliverables:
    - i. Advertisement for bid
    - ii. Addenda
    - iii. Bid results tabulation
    - iv. Recommendation of Award
  - b. Schedule:
    - i. Advertisement for Bid – 21 days prior to bid opening
    - ii. Addenda – as required
    - iii. Recommendation of Award – Friday prior to Board meeting
4. Coordinate OWNER-led technical activities with USACE. Coordinate and facilitate Technical Advisory Group (TAG) and Technical Working Group (TWG) meetings.

- a. Deliverables:
    - i. TAG agendas and packets
    - ii. TWG agendas and packets
  - b. Schedule:
    - i. TAG meetings – weekly
    - ii. TWG meetings – monthly
5. Provide review of HMG and USACE studies, reports, and designs for general consistency with OWNER’s Program objectives.
- a. Deliverables:
    - i. Review comments
  - b. Schedule:
    - i. As required

**Task 6.H-Federal and State Legislative Support Services**

The scope of services for this Task generally includes the following:

1. Advise, provide input, and manage the OWNER’s legislative engagement efforts to obtain annual Congressional appropriations and USACE work plan funding.
  - a. Meet and confer with federal legislative staff on a monthly basis to update and discuss status of the project.
  - b. Meet with US House and Senate members as required to communicate project status and receive input on congressional concerns.
  - c. Coordinate and provide feedback to OWNER leadership and staff.
2. Advise, provide input, coordinate, and participate in OWNER’s periodic visits to Washington, D.C., provide coordination and lobbying assistance from ENGINEER’s Washington, D.C. staff, and coordinate national activities with the local government affairs team.
  - a. Deliverables:
    - i. Trip Packets, including detailed speaking points, biographies, and meeting logistics
    - ii. Conduct monthly legislative update conference calls
    - iii. Position papers, speaking points, briefing notes as required.
  - b. Schedule:
    - i. As required
3. Provide state and local legislative outreach and engagement services, including:
  - a. Advise, provide input, and assist OWNER with pre-legislative session activities and support state legislative session activities in North Dakota;
  - b. Advise, provide input, and assist OWNER with legislative reporting requirements to ND Water Topics Overview Committee;
  - c. Prepare OWNER for legislative interim committee meetings regarding the Project;
  - d. Advise, provide input, and assist OWNER in routine reporting to the ND State Water Commission;



- e. Advise, provide input, and assist OWNER with facilitating meetings and engagement with elected leaders or their representatives;
- f. Prepare communications or information for OWNER to provide to elected leaders.
- g. Deliverables:
  - i. Draft presentations
  - ii. Draft communications
  - iii. Final presentations and supporting materials
- h. Schedule:
  - i. As required

### **Task 6.I-P3 Procurement Support**

This Task will be a closely coordinated effort with the OWNER's designated staff, Ohnstad Twichell, Ashurst, and EY. Each party has complementary scopes of services to complete the procurement activities through issuance of the P3 Request for Proposals.

The scope of services for this Task includes the following:

#### **1. Due Diligence**

- a. Advise, provide input, and coordinate the preparation a White Paper by legal counsel describing funding principles for use at a market outreach Industry Forum
- b. Support legal counsel efforts to research and clarify public records requirements, communication protocols, indemnification, and insurance issues.
- c. Deliverables:
  - i. Prepare sections of background materials as requested.
  - ii. Review comments on draft documents prepared by legal counsel or financial advisor
- d. Schedule:
  - i. As required

#### **2. Industry Engagement**

- a. Develop, coordinate, and manage activities and logistics with the OWNER, Ashurst, Ohnstad Twichell, EY, and USACE to conduct an Industry Day to inform potential proposers and receive input from the P3 marketplace.
- b. Coordinate and attend market outreach activities, including P3 conferences, meetings, and events to communicate the intent of the P3 procurement and generate interest from proposers.
- c. Advise, provide input, and assist the OWNER in managing and conducting one-on-one meetings as requested by interested proposers.
- d. Deliverables:
  - i. One-on-one meeting logistics and arrangements
  - ii. Industry Day draft and final presentation
- e. Schedule:
  - i. As required

### 3. P3 RFQ

- a. Lead the development of and integrate input from the OWNER, EY, Ashurst, and the USACE in the development of a draft RFQ.
- b. Develop, with assistance from HMG and USACE, the technical requirements for the P3 procurement and P3 Agreement.
- c. Facilitate the development of the evaluation criteria and selection process, and coordinate the endorsement of the process by the OWNER.
- d. Finalize the RFQ, advertise, receive submittals, facilitate the evaluation process, and coordinate selection of the short-listed proposers.
- e. Manage communications with short-listed proposers.
- f. Deliverables:
  - i. Draft RFQ
  - ii. Final RFQ
  - iii. Selection Criteria
- g. Schedule:
  - i. Final RFQ June 30, 2016

### 4. P3 Draft RFP

- a. Lead the management and integrate input of OWNER, EY, Ashurst, and the USACE in the development of a DRAFT RFP, including
  - i. Instructions to Proposers, (ENGINEER lead, EY draft outline and role allocation)
  - ii. P3 Agreement (Ashurst lead)
  - iii. Technical Requirements (ENGINEER lead)
  - iv. Data Room (ENGINEER lead)
- b. Advise, provide input, and manage the development of payment mechanisms for
  - i. Milestone and availability payments consistent with the financial plan (EY lead)
  - ii. Performance requirements and noncompliance event penalties (ENGINEER lead)
- c. Coordinate and manage the development of the technical RFP performance and prescriptive specifications and requirements.
- d. Facilitate the development of the evaluation criteria and selection process, including the procurement schedule, and coordinate the endorsement of the process and schedule by OWNER.
- e. Advise, provide input, and manage the development and RFP consideration of a P3 risk allocation matrix (Ashurst lead).
- f. Advise, provide input, and manage the development and RFP consideration of a stipend agreement (Ashurst lead).
- g. Advise, provide input, and manage the technical, legal, and financial sub-groups as identified and required.
- h. Provide the draft RFP for review by OWNER.
- i. Develop a Final Draft of the RFP.

- j. Manage communications with RFQ short-listed proposers.
  - k. Deliverables:
    - i. Draft RFP
    - ii. Final Draft RFP
    - iii. Draft Selection Criteria
    - iv. Final Draft Selection Criteria
    - v. Electronic Data Room
  - l. Schedule:
    - i. Final Draft RFP by November 1, 2016
    - ii. Final Draft Selection Criteria by November 1, 2016
    - iii. Establish Electronic Data Room by November 1, 2016
5. Third Party Agreements (Ohnstad Twichell Lead)
- a. Advise, provide input, and coordinate the development of third-party agreements for the P3 delivery of the DCAI, including railroad companies, utility companies, transportation agencies, and other affected local entities where agreements are required.
  - b. Deliverables:
    - i. Draft P3 and project requirements for the agreements
    - ii. Comments to legal team on agreements
  - c. Schedule:
    - i. Completed agreements by Ohnstad Twichell – November 1, 2016

**Task 6.J-Public Involvement and Outreach Services**

The scope of services for this Task generally includes the following:

1. Advise, provide input, and assist OWNER in managing its Public Outreach program. Such assistance is anticipated to include:
  - a. Monitor and manage outreach services;
  - b. Coordinate and communicate with OWNER representatives and OWNER’s governmental entities;
  - c. Attend and facilitate monthly Outreach Committee meetings;
  - d. Organize, attend, and facilitate regular Outreach Working Group meetings; and
  - e. Coordinate with OWNER’s staff and Diversion Committees as necessary for outreach coordination.
2. Advise, provide input, and assist OWNER with public outreach, involvement, and education. Such assistance is anticipated to include:
  - a. Coordinate and facilitate public meetings;
  - b. Organize materials for and/or present at meetings with individuals or agencies;
  - c. Produce and update maps and other documents for distribution to the public;
  - d. Prepare and present Project information to civic and business groups;

- e. Coordinate with USACE (and other agencies) on outreach efforts;
  - f. Deliver answers to the public, media, opposition, and others interested in the Project;
  - g. Assist in providing quarterly updates to commissions/councils, including individual meetings with local elected officials; and
  - h. Prepare official correspondence for OWNER, including press releases, news alerts, and talking points for OWNER.
3. Coordinate with Business Leaders Flood Taskforce, including monthly coordination with the business group staffs and quarterly meetings and presentations with the task force.
  4. Perform media tracking and analysis, including daily monitoring of media and notification to project stakeholders, and production of a bi-weekly media tracking and analysis report.
  5. Maintain and support a public website ([www.fmdiversion.com](http://www.fmdiversion.com)) to provide information about the Project and a library of public meeting documentation and studies.
  6. Prepare and distribute monthly “Diversion Dialogue” E-newsletter, and:
    - a. Maintain and update an editorial calendar for the newsletter;
    - b. Maintain and update the distribution list for the newsletter;
    - c. Prepare draft articles for distribution and review; and
    - d. Finalize and public articles to the monthly electronic newsletter.
  7. Coordinate with and support legal counsel (Dorsey) on outreach items involved in litigation.
  8. Advise, provide input, and manage the development and coordination of legislative and other governmental outreach activities in Minnesota in partnership with the OWNER.
    - a. Deliverables:
      - i. Maps
      - ii. Draft correspondence
      - iii. Draft press releases
      - iv. Draft talking points
      - v. Bi-weekly media tracking and analysis report
      - vi. Public website
      - vii. “Diversion Dialogue” E-newsletter
      - viii. Media tracking e-mail reports
    - b. Schedule:
      - i. As required

**Task 6.K-Agricultural, Cemetery, Lands and Other Impacts Mitigation Support**

The scope of services for this Task generally includes the following:

1. Advise, provide input, and manage the establishment of a local cemetery mitigation team and development a Cemetery Mitigation Plan. Details for Cemetery Mitigation Plan to be developed by OWNER’s Design Consultant, HMG.
2. Advise, provide input, and manage the establishment of flowage easement language to be developed by OWNER’s legal counsel, and the development of compensation values for a sample of upstream impacted properties to be developed by others.

3. Advise, provide input, and manage the evaluation of upstream agricultural impacts, including support of NDSWC and NDSU studies.
4. Advise, provide input, and manage the property acquisition policy development and refinement.
  - a. Deliverables:
    - i. Draft Cemetery Mitigation Plan comments
    - ii. Draft flowage easement language comments
    - iii. Telephone calls, meeting minutes, summary position papers as required.
  - b. Schedule:
    - i. As required

**Obligations of OWNER:**

OWNER’s responsibilities shall be as shown in Article 5 of the Agreement and Attachment A to this Task Order 6.

**Times for Rendering Services:**

Start: February 27, 2016

End: November 25, 2016

**Payments to ENGINEER:**

The expected distribution of the monthly compensation by task in this Task Order 6 is presented for reference below.

<b>Task Order 6 Monthly Task Compensation Breakdown</b>		
TASK	TITLE	TOTAL
A	Program Level Services	\$ 155,000
B	Financial Support	\$ 15,000
C	Program Controls & Reporting	\$ 100,000
D	Contract Administration	\$ 15,000
E	Permitting & Permit Compliance Support	\$ 25,000
F	Split-Delivery Implementation Support	\$ 20,000
G	Technical and Project Support Service	\$ 140,000
H	Federal & State Legislative Support	\$ 20,000
I	P3 Procurement Support	\$ 120,000
J	Public Involvement & Outreach Support	\$ 75,000
K	Ag, Cemetery, Lands & Other Impacts Mitigation Support	\$ 15,000
Total Monthly Compensation		<b>\$ 700,000</b>

**For Method of Payment:**

The total compensation for services identified in this Task Order, including labor, sub-consultants, and expenses is \$6,300,000 based on the following monthly amounts:

Period of Performance	Unit	(\$/unit)	Total (\$)
9 months	Lump Sum per month	\$700,000	\$6,300,000

**Other Modifications to Agreement:** None

**Sub-consultants:** AE2S, Inc.

**Attachments:** OWNER's Responsibilities

**Documents Incorporated By Reference:** Standard Master Agreement for Professional Services between the OWNER and ENGINEER executed March 8, 2012, and any attachments and executed amendments. Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. ENGINEER is authorized to begin performance as stated herein.

**Effective Date of this Task Order:** February 27, 2016

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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 will become a part of the referenced Agreement when executed by both parties.

**Diversion Board of Authority**

Signature: \_\_\_\_\_  
Name (printed):                     Darrell Vanyo                      
Title:                                     Chairman                                      
Date: \_\_\_\_\_

**CH2M HILL ENGINEERS, INC.**

Signature: \_\_\_\_\_  
Name (printed):                                     Sherrill Doran                                      
Title:                                     Vice President, Northwest Water Manager                                      
Date: \_\_\_\_\_



## Attachment A

### OWNER's Responsibilities

1. Track and report funding status.
2. Track WIKS/LERRDs crediting and report to USACE.
3. Assist with communications on agricultural mitigations to landowners, agencies, and elected leaders.
4. Designate OWNER's staff lead to coordinate each ongoing cross-functional (technical, outreach, land, policy) action such as Oxbow/Hickson/Bakke levee, staging area mitigation planning, and phased construction planning.
5. Review, process, and pay invoices for OWNER-held agreements and task orders.
6. Designate OWNER's staff to coordinate Authority governance activities such as JPA extensions, FY17 OWNER's Budget development, Construction MOU negotiations, Project Partnership Agreement negotiation, Work-in Kind requests and other agreements.
7. Lead and facilitate Admin Advisory Staff meetings; monthly Board and Committee meetings; and Joint Program Management Board and Executive Leadership Council meetings.
8. Execute the JPA, PPA, and other agreements to implement the project as approved.
9. Enter into an agreement with ACONEX, subject to approval by the DA Board, to provide an EDMS platform and host an "ACONEX Local Copy" on the OWNER's IT infrastructure.
10. Support development of a Financial Plan with the financial advisor, Ernst and Young
11. Support the development of the P3 RFQ and RFP.
12. Participate in public outreach, legislative support and market engagement activities.



This is Statement of Work No. 02,  
Amendment 0, consisting of 5 pages.

**Ernst & Young Infrastructure Advisors, LLC**

## Statement of Work No. 02, Amendment 0

*Financial Plan finalization, Industry outreach, Request for Qualification development and Request for Proposal Development*

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

1. Specific Project Data
  - A. Title: Financial Plan and procurement strategy finalization, Industry outreach, Request for Qualification development support and Request for Proposal development support
2. Services of EYIA
  - A. Financial Plan and financing/ procurement strategy
    - a. Work with the Client's Program Management Consultant and municipal advisors to develop the financial plan for the project.
    - b. Undertake financial analysis and refine a financial model to assess the financial structure of the Project and the Client's approach to the P3 project costs, US Army Corp of Engineers project costs and the Client retained project costs, and the funding streams to be applied to the Project. This may include analysis and refinement of different scenarios related to:
      - i. P3 project costs (construction & operation costs)
      - ii. Retained project costs (construction & operation costs)
      - iii. P3 payment approach (milestone payments and Availability Payment (AP) structures)
      - iv. Tax-exempt financing (sales tax, property tax assessment credit, etc.)
      - v. Federal financing tools (TIFIA, PABs etc.)
    - c. Assist the Project team in explaining the nature and delivery of the financial plan to stakeholders, as requested
    - d. Assist the Client's Program Management Consultant and Legal Advisor(s) in developing an appropriate procurement strategy for the project, including schedule of activities, threshold procurement issues, and governance structures
    - e. Participate in P3 Working Group and other meetings
  - B. Continue to support the Client in its interactions with the US Army Corps of Engineers
  - C. Industry Outreach
    - a. Support industry outreach activities to identify market issues and validate interest
    - b. Assist in the preparation of materials to support an Industry Forum or similar event
    - c. Attend an Industry Forum and present and advise on financial issues
    - d. Assist in responding to industry questions relating to the procurement process or commercial and financial structure of the project

- e. Participate in market outreach activity, if requested, and develop summary document of key messages from potential participants,
    - D. Assist the Client in preparing due diligence materials to support procurement and for inclusion in the data-room, including a financial White Paper
    - E. Request for Qualifications (RFQ) Support
      - a. Assist with the development of the RFQ, including the following elements:
        - i. Procurement process
        - ii. Commercial and financial structure of the project
        - iii. Financial submission requirements
        - iv. Financial Evaluation criteria
      - b. Assist with the Client's evaluation of Statement of Qualifications (SOQ) submissions (assumes no more than five)
      - c. Support briefings with prospective proposers regarding RFQ process
    - F. Request for Proposal (RFP) Development Support
      - a. Assist with the development of the RFP, including the following elements:
        - i. Drafting portions of Instructions to Proposers (ITP), regarding commercial and financial requirements, including: submittal requirements for financial capacity information, debt and equity commitment letters, financial models and indicative ratings; evaluation criteria and methodology; and advice on key proposal terms, including validity periods and bid security requirements
        - ii. Support Client's Legal Advisor(s) in drafting commercial and financial elements of the P3 Agreement, including payment mechanism and termination provisions
    - G. Meetings, Calls, and Working Groups
      - a. Attend P3 working group meetings, project team meetings and conference calls regarding the procurement to coordinate activities and present deliverables, as required.
3. Deliverables:
  - A. Financial analysis and stakeholder presentations
  - B. Financial model
  - C. Input into draft RFQ documents
  - D. Financial review of SOQs
  - E. Input into draft RFP documents
  - F. White Paper(s) and decision memos
4. Times for Rendering Services
  - A. Period of Performance of this Statement of Work ends on November 25, 2016.
5. Payments to EYIA
  - A. Client shall pay EYIA for services rendered in accordance with Agreement and the rate schedule in Attachment A. The following table presents the estimated budget breakdown by Subtask. This Statement of Work shall be authorized and limited by the total budget amount. Subtask amounts are estimates and shall not be considered limits.

Subtask	Description	Budget Estimate (\$)
A	Financial Plan and financing/ procurement strategy	\$120,000
B	Support USACE interactions and PPA	\$41,000
C	Industry Outreach	\$84,000
D	Due Diligence	\$23,000
E	RFQ support	\$300,000
F	RFP support	\$415,000
G	Meetings, calls and working groups	\$140,000
	Direct costs (travel, accommodation, etc)	\$54,000
	<b>TOTAL</b>	<b>\$1,177,000</b>

6. Consultants: None
7. Other Modifications to Agreement: None
8. Attachments: Attachment A, Rate Schedule
9. Documents Incorporated By Reference: Agreement dated May 14, 2015

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

**EYIA:**

**Ernst & Young Infrastructure Advisors, LLC**

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

Tom P. Rousakis

*Name*

Senior Managing Director

*Title*

DESIGNATED REPRESENTATIVE:

Tom P. Rousakis

*Name*

Senior Managing Director

*Title*

5 Times Square  
New York, NY 10036

*Address*

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

*E-Mail Address*

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

*Phone*

*Fax*

**CLIENT:**

**Metro Flood Diversion Authority**

---

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

Darrell Vanyo

*Name*

Chairman, Board of Authority

*Title*

DESIGNATED REPRESENTATIVE:

Keith Berndt

*Name*

Cass County Administrator

*Title*

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

*Address*

[berndtk@casscountynd.gov](mailto:berndtk@casscountynd.gov)

*E-Mail Address*

(701) 241-5720

*Phone*

(701) 297-6020

*Fax*

## Attachment A – Rate Schedule

### Labor:

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

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

### Expenses:

Actual cost



This is Work Order No. 3, consisting of 3 pages.

Ashurst, LLC

# Work Order No. 3

*F-M Area Diversion Project*

In accordance with Section 2 of the Engagement Letter between **Flood Diversion Board of Authority** (“Owner”) and **Ashurst, LLP** (“Consultant”) for professional services dated **January 4, 2016** (together with Appendix 1 and Appendix 2 to the Engagement Letter, the “Agreement”), Owner and Consultant agree as follows:

- 1) SPECIFIC PROJECT DATA
  - a) Title: **P3 Procurement In Re: Fargo-Moorhead Area Diversion Project/DCAI (“Project”)**
  - b) Description: **Consultant is acting as Owner’s National P3 Legal Counsel.**
- 2) SERVICES OF CONSULTANT: **Provide legal advice and support in relation to P3 aspects of the Project, and limited to items specified in Work Orders authorized by Owner and provided by Local Counsel, Ohnstad Twichell, P.C.**
- 3) OWNER’S RESPONSIBILITIES:
- 4) TIMES FOR RENDERING SERVICES

<u>Subtask</u>	<u>Start Time</u>	<u>Completion Time</u>
Review USACE agreements, including PPA	March 10, 2016	November 1, 2016
Prepare RFQ Draft	March 10, 2016	November 1, 2016
Prepare RFP Draft, including risk matrix	March 10, 2016	November 1, 2016
Prepare Industry Engagement documents	March 10, 2016	November 1, 2016
Review Third Party Agreements prepared by Local Counsel	March 10, 2016	November 1, 2016
Prepare Procurement Process	March 10, 2016	November 1, 2016
Review Due Diligence, including JPA and conflicts	March 10, 2016	November 1, 2016
Contingency for review of USACE agreements	March 10, 2016	November 1, 2016

- 5) PAYMENTS TO CONSULTANT
  - a) Owner shall pay Consultant for services rendered as follows:
    - i) Compensation for services identified under Subtasks 1 through 7 shall be on an hourly basis in accordance with the Standard Hourly Rates shown in Section 3 of the Engagement Letter.
    - ii) The total compensation for services identified under the Work Order for Subtasks 1 through 7 is not-to-exceed the amount in the table below.
    - iii) Consultant will not perform work beyond one hundred percent (100%) of the budget for the Subtasks set forth below without Owner’s authorization by an amendment to this Work Order.



<b>Subtask</b>	<b>Activity ID</b>	<b>Current Budget (\$)</b>	<b>Change (\$)</b>	<b>Revised Budget (\$)</b>
Review USACE agreements, including PPA	1	149,954.95		
Prepare RFQ Draft	2	365,495.00		
Prepare RFP Draft, including risk matrix	3	962,900.00		
Prepare Industry Engagement documents	4	105,800.00		
Review Third Party Agreements prepared by Local Counsel	5	140,000.00		
Prepare Procurement Process	6	44,983.75		
Review Due Diligence, including JPA and conflicts	7	110,000.00		
Contingency for review of USACE agreements	8	100,000.00		
<b>TOTAL</b>		<b>1,979,133.70</b>		

- b) The terms of payment are set forth in Section 5 and Section 6 in Appendix 1 of the Agreement.
  - c) When invoicing work, Consultant shall note the Activity ID (shown in table above) associated with each invoiced activity.
  - d) Provide monthly invoice and status report
    - i) A summary report will accompany invoice, and detail work completed during the invoice period.
    - ii) The summary report will be organized by subtask, and provide narrative of work completed on each subtask.
- 6) Consultants:
- 7) Other Modifications to Agreement:
- 8) Attachments:
- 9) Documents Incorporated By Reference:
- 10) Terms and Conditions: Execution of Work Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreements (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance as of the date of the Agreement.

**The Effective Date of this Work Order is March 10, 2016.**

(Signatures contained on the following page.)

CONSULTANT:

**Ashurst, LLP**

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Signature

Date

Jason Radford

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Name

Partner

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Title

DESIGNATED REPRESENTATIVE FOR  
WORK ORDER:

Jason Radford

---

Name

Partner

---

Title

Times Square Tower  
7 Times Square  
New York, NY 10036

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Address

jason.radford@ashurst.com

---

E-Mail Address

(212) 205-7006

---

Phone

(212) 205-7020

---

Fax

OWNER:

**Flood Diversion Board of Authority**

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Signature

Date

Darrell Vanyo

---

Name

Chair

---

Title

DESIGNATED REPRESENTATIVE FOR  
WORK ORDER:

Keith Berndt

---

Name

Cass County Administrator

---

Title

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

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Address

berndtk@casscountynd.gov

---

E-Mail Address

(701) 241-5720

---

Phone

(701) 297-6020

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Fax

RECOMMENDED BY:

Signature

Date

John T. Shockley, Attorney at Law

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Name

Ohnstad Twichell, P.C.  
901 13<sup>th</sup> Ave E  
West Fargo, ND 58078

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Address

jshockley@ohnstadlaw.com

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E-Mail Address

(701) 282-3249

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Phone

(701) 282-0825

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Fax

**F-M Area Diversion Project -- Budget and Invoice Tracker**

	<b>Workstream</b>	<b>Approved Budget</b>	<b>Remaining Budget as of 2/8/16</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Total</b>
1.	USACE (incl PPA) (AWD-00055)	\$150,000.00	\$55,045.05	\$94,954.95	\$10,600.00	\$39,400.00			\$5,000.00						\$149,954.95
2.	RFQ Draft ( )					\$103,000.00	\$110,360.00	\$100,000.00			\$52,135.00				\$365,495.00
3.	RFP Draft (inc. risk matrix) ( )					\$54,500.00	\$115,500.00	\$291,500.00	\$133,500.00	\$130,000.00		\$173,500.00	\$64,400.00		\$962,900.00
4.	Industry Engagement ( )				\$1,800.00	\$5,000.00	\$24,000.00	\$20,000.00	\$55,000.00						\$105,800.00
5.	THIRD PARTY AGREEMENTS ( )									\$15,000.00	\$15,000.00	\$70,000.00	\$40,000.00		\$140,000.00
6.	Procurement Process ( )	\$45,000.00	\$44,516.25	\$483.75	\$44,500.00										\$44,983.75
7.	Due Diligence (incl. JPA and conflicts) ( )	\$29,000.00	\$29,000.00		\$29,000.00	\$44,000.00		\$17,000.00					\$20,000.00		\$110,000.00
9.	<b>Total</b>	<b>\$224,000.00</b>	<b>\$128,561.30</b>	<b>\$95,438.70</b>	<b>\$85,900.00</b>	<b>\$245,900.00</b>	<b>\$249,860.00</b>	<b>\$428,500.00</b>	<b>\$193,500.00</b>	<b>\$145,000.00</b>	<b>\$67,135.00</b>	<b>\$243,500.00</b>	<b>\$124,400.00</b>	<b>\$0.00</b>	<b>\$1,879,133.70</b>

# FM Area Diversion Project

## Property Acquisition Summary

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March 3, 2016

### Property:

Owner	Burlington Northern
Address	91 NP Avenue North
Property Type	Single family residential
Identification Number	9259

### Description of Purchase Property:

The needed purchase property is a 2,024 square feet piece of an undeveloped riverside parcel. The entire parcel (Railroad Outlot #3) consists of 19,031.79 square feet (see attached map). The entire parcel is not needed to complete the project. However, this parcel has no real value to BNSF.. The representative for BNSF has expressed their desire to eliminate the tax burden that this property represents.

After further negotiations BNSF would like to dispose of the entire parcel for the offered priced for the needed land.

### Compensation Summary:

Compensation amounts proposed are based on a previous BNSF purchase for this project. The previous parcel was purchased for \$3.00 per square foot. The needed parcel is 2,024 square feet and would be fairly valued at \$6,072.00 based on the recent comp.

BNSF has countered at \$20,000.00 purchase price with an additional \$2,000.00 processing fee.

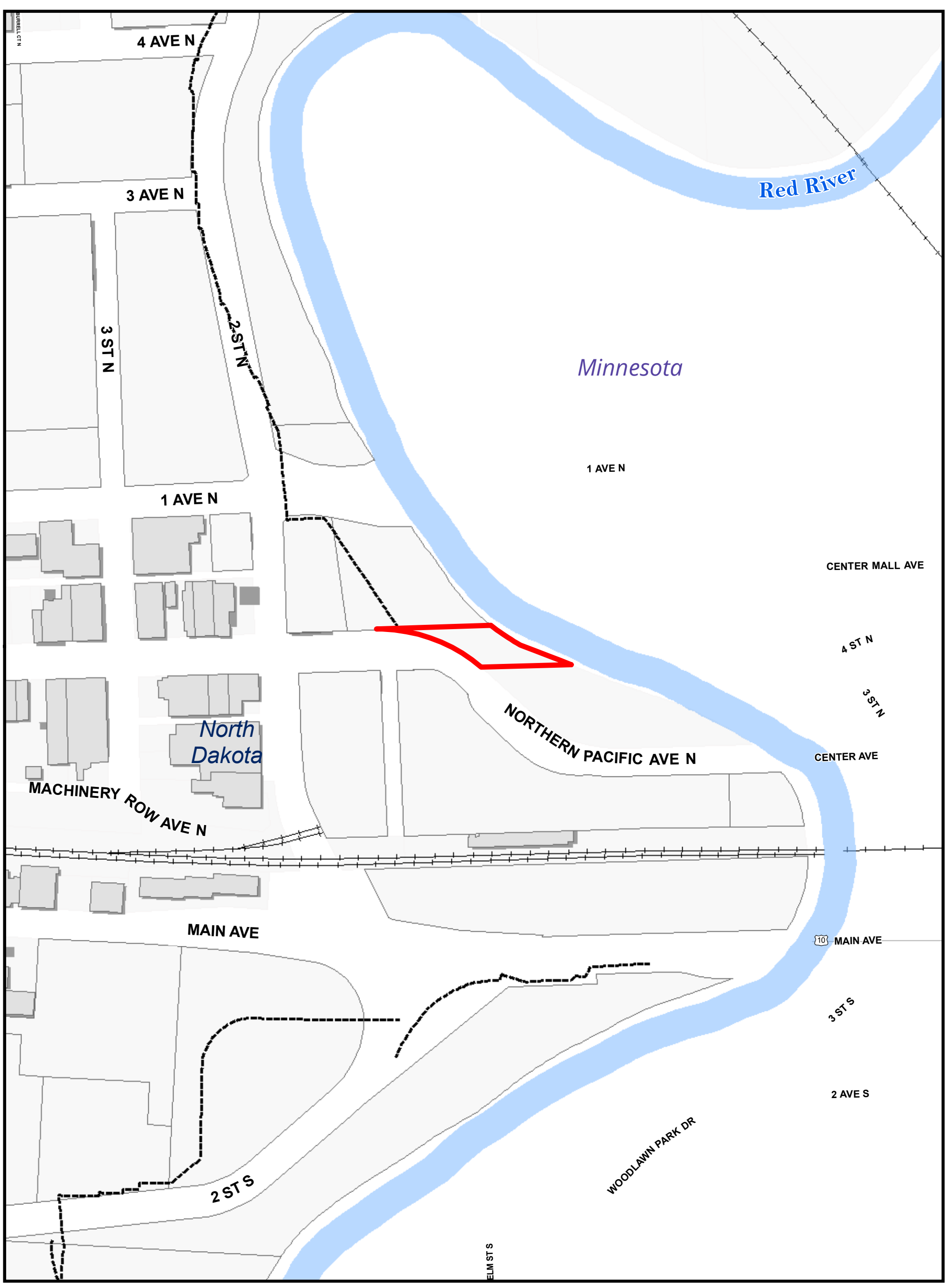
BNSF has reconsidered and accepted the offer of \$6,072.00. They are still asking for the \$2,000.00 processing fee.

### Action/Recommendation:

It is recommended that the CCJWRD board accept this offer for \$6,072.00 and the \$2,000.00 processing fee.

**Tax Assessed Value:** None listed

Taxing Entity: City of Fargo

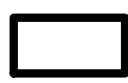
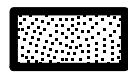



 CURRENT COST SHARE REQUEST

OIN# 9259  
OWNER: BURLINGTON NORTHERN RAILROAD

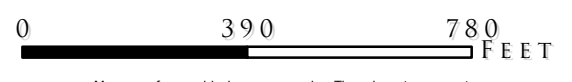
PROPERTY ADDR: 101 NP AVE N, FARGO CITY  
TOWNSHIP: BARNES TOWNSHIP

PARCEL ACREAGE: 0.46 AC.

-  Diversion Channel
-  OHB Levee
-  In Town Levee

LAST UPDATED: 8/12/2015  
REF PAGE NUMBER: 9259

Document Path: D:\GIS\Projects\FM Diversion\FM Area Diversion\Projects\Land Acquisition\SWC Reimbursement (Cost Share)\Mapbook2.mxd cfm ae2S



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