

FLOOD DIVERSION AUTHORITY
FINANCE COMMITTEE
AGENDA FOR WEDNESDAY, AUGUST 10, 2016

Fargo City Commission Chambers
2:30 PM

1. Call to order
2. Election of Finance Committee Chairperson
3. Approval of the minutes from the previous meeting Item No. 3
4. Approval of bills Item No. 4
5. Financial update (Costin)
 - a. Financial reports (Costin) Item No. 5a
 - b. Oxbow lot sales report Item No. 5b
6. Update on Wells Fargo loan status (John Shockley)
 - a. Wells Fargo Loan Resolution Item No. 6a
 - b. Intergovernmental Agreement Resolution Item No. 6b
 - c. Drawdown request
7. Update on Diversion Authority Financial Plan (Rocky Schneider)
8. FY16 budget adjustment (Randy Richardson) Item No. 8
9. Other business
10. Next meeting—August 24, 2016
11. Adjournment

cc: Local Media
Flood Diversion Board of Authority
CH2M
AE2S

**FLOOD DIVERSION FINANCE COMMITTEE
JULY 13, 2016—2:30 PM**

1. MEETING TO ORDER

A meeting of the Flood Diversion Finance Committee was held on Wednesday, July 13, 2016, at 2:30 PM in the Fargo City Commission Chambers, Fargo City Hall, with the following present: Cass County Joint Water Resource District Chairman Mark Brodshaug; Fargo Finance Director Kent Costin; Fargo City Commissioner Tony Gehrig; Clay County Auditor/Treasurer Lori Johnson; Moorhead City Councilwoman Nancy Otto; Fargo City Assistant Administrator Mike Redlinger; Cass County Commissioner Rick Steen; Cass County Commission Representative Darrell Vanyo; and Moorhead Finance Director Wanda Wagner. Cass County Auditor Mike Montplaisir was absent.

Tim Mahoney, Fargo City Mayor; Eric Dodds, AE2S; John Shockley, Ohnstad Twichell; Bruce Spiller, CH2M; and Randy Richardson, CH2M were also present.

2. NEW COMMITTEE MEMBERS

Mr. Costin said per the newly adopted Joint Powers Agreement (JPA), the committee membership has changed; two additional members will be appointed at the next Diversion Authority Board meeting.

3. APPROVAL OF MINUTES FROM PREVIOUS MEETING

MOTION, passed

Mr. Brodshaug moved and Mr. Vanyo seconded to approve the minutes from the June 8, 2016, meeting as presented. Motion carried.

4. APPROVAL OF BILLS

Mr. Costin said the Cass County Joint Water Resource District (CCJWRD) bill is the largest bill for the month at \$2.6 million.

Mr. Redlinger arrived for the remainder of the meeting.

Mr. Vanyo inquired about an invoice from Riley Bros. Construction listed under the Oxbow-Hickson-Bakke Ring Levee Invoices section of the CCJWRD billing as the invoice description indicates the bill was for construction on the ring levee. Mr. Brodshaug said the payment was for a portion of the contract retainage from work completed in 2014. Typically, retainage is held until the grass is growing the season following construction so that minor repairs can be addressed before the contract is entirely closed out. Due to the injunction, the typical timeline for this process was disrupted.

MOTION, passed

Mr. Vanyo moved and Mr. Steen seconded to approve the bills in the amount of \$2,787,728.30 and to forward them to the Flood Diversion Board of Authority. Motion carried.

5. FINANCIAL UPDATE

Mr. Costin reviewed the financial statements for June. About \$47.7 million has been expended from the FY 2016 budget, and the total disbursed for the project to date is \$226,505,699. The largest line item is for North Dakota land acquisitions for over \$102 million.

The City of Oxbow recently paid the Diversion Authority \$1,495,000 for lot sales, bringing the cumulative total of Oxbow MOU repayments to \$4,389,000.

Mr. Costin gave a brief overview of the financial statement packet for new committee members.

Mr. Vanyo noted that per the State Water Commission Reimbursement Worksheet, appropriations to be funded in future legislative sessions have been evenly divided amongst the next four sessions. Mr. Vanyo asked if this was formally defined during the last legislative session, or if it is an anticipated breakdown. Eric Dodds from AE2S said at the end of the 2013 legislative session the remaining appropriated Diversion funds were distributed evenly between following sessions. At the end of the 2015 session, the Diversion funds and in-town levee funds were pooled and divided equally between the next four sessions, resulting in the current numbers.

Ms. Otto arrived for the remainder of the meeting.

Mr. Brodshaug said one Oxbow home buyout still needs to be settled. The property acquisition was approved, but the homeowner did not agree to the terms. As defined by the federal process that has regulated the buyouts, a two-step appeal process exists and has been initiated.

Dr. Mahoney asked if the Finance and Land Management Committees will need to approve any potential changes altering the buyout terms that may be agreed upon during the appeal process. John Shockley from Ohnstad Twichell said the new JPA dictates that the Diversion Authority will approve an acquisition budget for CCJWRD, along with the authority to complete acquisitions. Mr. Vanyo said he agrees with the acquisition process as defined by the new JPA, but as this particular property was approved under the former process, it should be completed in the same manner and any changes should be approved by the aforementioned committees.

6. SHORT TERM FINANCING

Mr. Costin said the Diversion Authority previously borrowed \$100 million in temporary financing from U.S. Bank and is in the process of securing an additional \$100 million as a significant U.S. Army Corps of Engineers (USACE) payment is anticipated to come due in September or October of this year.

Mr. Shockley said documents are being drafted with Wells Fargo for a loan totaling \$200 million. The first \$100 million will pay off the current U.S. Bank loan, and the second \$100 million will act as the temporary financing needed for the impending USACE payment, which will fulfill a portion of the 5% local sponsor contribution required for the project. The loans will be secured with sales tax revenues. The closing date for the loan will be mid-August, after the Diversion Authority, City of Fargo, and Cass County have given approval.

Mr. Gehrig asked how much has been borrowed to date and which entities have borrowed funds. Mr. Costin said \$100 million has been borrowed, with the City of Fargo and Cass County borrowing \$50 million each.

7. CASH ACCOUNT

Mr. Costin said as outlined in the memo submitted by Mr. Montplaisir, he and Mr. Montplaisir have discussed the creation of a joint cash account for Diversion funds. As the fiscal agent for the Diversion Authority, the City of Fargo currently pays bills out of a Diversion fund, and invoices the state, city, and county for their respective shares on a monthly basis. With the new cash account, the city and county would remit tax funds into the cash account each month, simplifying the bill payment process.

MOTION, passed

Mr. Vanyo moved and Mr. Steen seconded to authorize the creation of a cash account for the Diversion Authority.

Discussion: Mr. Gehrig asked if the account would limit the commissions' authority over funds deposited into the account.

Mr. Costin said the funds to be deposited into the account have been designated as Diversion Authority funds. The cash account will simplify the accounting and provide better information to the Diversion Board. Motion carried.

8. LAND ACQUISITION DIRECTIVES

Mr. Dodds said this committee approved LAD-00007 in June of 2014. The exact parcels to be included have shifted, and there are two revisions to the original Land Acquisition Directive. The land agent firm for Revision 1A is Ulteig Engineering; the land agent firm for Revision 1B is Houston Moore Group.

Mr. Gehrig asked if all of the shaded areas on the attached maps are properties to be acquired. Mr. Dodds said all of the colored parcels will be impacted in some way, but the entire parcel may not necessarily be required.

Mr. Gehrig asked if the property acquisition budgets listed are the entire budgets for the attached maps. Mr. Dodds said yes; if the need for a budget adjustment arises a revision will come before this committee for approval. Mr. Dodds said the land agent firms have teams of experienced and professional negotiators.

Mr. Costin said the property acquisition budgets are included in the \$109 million land acquisition line item in the project budget.

MOTION, passed

Mr. Vanyo moved and Ms. Otto seconded to approve Revisions 1A and 1B to Land Acquisition Directive LAD-00007. Motion carried.

Mr. Gehrig left for the remainder of the meeting.

9. ACONEX CONTRACT EXTENSION

Randy Richardson of CH2M was present to discuss the Aconex contract extension. Mr. Richardson said Aconex is the program that has been chosen for document management services for the Diversion Project. It will store all Diversion related files and will be used for the Request for Qualifications (RFQ) bidding process. Ten programs were evaluated for this purpose; once Aconex was chosen as the front-runner there was a four month trial period. The current contract agreement to be approved is for full implementation of services for an eight-year period, to be paid in two year increments.

Mr. Vanyo asked where Aconex fit within the range of costs among the programs that were studied. Mr. Richardson said Aconex was on the high end, but it is a very robust program and it offered the best value solution.

Mr. Steen asked if document management services is part of CH2M's contract. Bruce Spiller of CH2M said although CH2M provides a number of services, it would be prudent to use a different program for document management. If the contract with CH2M were to be terminated, the Diversion Authority will still own the document storage.

Mr. Brodshaug noted that the contract is for eight years and asked if document storage is a service that will be needed in perpetuity. Mr. Spiller said the contract can be terminated prior to the eight-year period, and the documents can be stored elsewhere. The Aconex software is not required to access the documents, and the documents will be stored on Fargo's servers.

Mr. Steen asked why the contract is non-cancellable until the project has been completed. Mr. Richardson said the contract is cancellable. Erik Johnson, Fargo City Attorney, reviewed the contract and provided revisions; Aconex agreed to the cancellation language.

Mr. Steen said there is conflicting language in the contract draft and he is not comfortable approving the agreement unless the language is clear.

MOTION, passed

Mr. Vanyo moved and Mr. Brodshaug seconded to recommend approval of the Aconex Service Agreement and Phase 2 Services Order in the amount of \$1,322,146, contingent on appropriate changes to contradictory language concerning the cancellation provision. Discussion: Mr. Vanyo said the Diversion Board will not approve the contract at the next meeting if the language has not been clarified. Motion carried.

10. P3 REQUEST FOR QUALIFICATIONS

Mr. Shockley said the P3 RFQ draft has been completed, and it is anticipated to be issued tomorrow afternoon per approval by the Diversion Board of Authority. The Statements of Qualifications (SOQs) will be due September 7th. Once received, the list will be reviewed by an Evaluation Team and narrowed to three or four Proposers, who will compete for the Request for Proposal.

Mr. Costin said Sections 503 and 504 of the RFQ Procedures and Protocols document do not identify "staff" as being disallowed to hold discussions about the SOQs with the Evaluation Team. Mr. Spiller said it will be made clear to the Evaluation Team that they are not to speak to agency staff about the SOQs or evaluation process.

MOTION, passed

Mr. Brodshaug moved and Ms. Otto seconded to recommend approval of the P3 Procurement Request for Qualifications. Motion carried with Mr. Vanyo, Mr. Costin, Ms. Johnson, Ms. Wagner, Mr. Brodshaug, Ms. Otto, and Mr. Redlinger voting "Yes"; Mr. Steen abstaining.

11. OTHER BUSINESS

Agenda timeline

Mr. Costin said the agenda for this meeting is typically sent out on Tuesday, which is the day before the meeting. It would be favorable to send the agenda out in a more timely manner. His staff has assured him the financial reports they provide can be completed earlier, and it is reasonable to move the agenda deadline to the Friday before the meeting takes place in order to give committee members more time to review the agenda packet.

12. UPCOMING MEETING SCHEDULE

Mr. Dodds said a second Flood Diversion Finance Committee meeting will be scheduled each month as the project begins to pick up momentum. A meeting cancellation for the second meeting of any given month will coincide with the new agenda deadline of the Friday before the meeting.

The next regularly scheduled meeting will be held on July 27th, at 2:30 PM.

13. ADJOURNMENT

There being no further business, the meeting was adjourned at 3:52 PM.

Minutes prepared by Brielle Edwards, HR Assistant

Finance Committee Bills for August 2016

Vendor	Description		
Cass County Joint Water Resource District	Reimburse Diversion bills	\$	4,408,733.99
Erik R. Johnson & Associates, Ltd.	General Legal Matters through June 25, 2016	\$	7,008.00
Erik R. Johnson & Associates, Ltd.	General Legal Matters through July 25, 2016	\$	4,729.50
Dorsey & Whitney LLP	Legal Services Rendered through June 30, 2016	\$	67,433.66
Total Bills Received in July		\$	4,487,905.15



Cass County
Joint Water
Resource
District

August 3, 2016

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

Mark Brodshaug
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Dan Jacobson
Manager
West Fargo, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Greetings:

RE: Metro Flood Diversion Project
In-Town Levees Project
Diversion Project Assessment Committee (DPAC)
Oxbow-Hickson-Bakke Ring Levee Project

Enclosed please find copies of bills totaling \$4,408,733.99 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$ 146,907.61
In-Town Levees	557,831.07
DPAC	1,160.44
Oxbow-Hickson-Bakke Ring Levee	3,702,834.87

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

Enclosures

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

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

Updated 8/1/16

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
7/14/2016	6/21/2016	143197	100007	612.96	Ohnstad Twichell, P.C.	Legal-Right of Entry
7/14/2016	6/21/2016	143239	160007	1192.50	Ohnstad Twichell, P.C.	Legal-inlet permit application
7/14/2016	6/21/2016	143201	130007	16347.97	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
7/14/2016	6/21/2016	143237	160007	10925.65	Ohnstad Twichell, P.C.	Eminent Domain on inlet parcel - Cossette
7/14/2016	6/21/2016	143238	160007	4875.50	Ohnstad Twichell, P.C.	Eminent Domain on inlet parcel - Ulstad
7/14/2016	6/21/2016	143196	90007	1,333.74	Ohnstad Twichell, P.C.	Legal-contracts, resolution, MOU, open records
7/14/2016	6/21/2016	143234	160007	10,278.15	Ohnstad Twichell, P.C.	Legal-Inlet Right of Entry
7/28/2016	7/25/2016	143709	100007	2,318.00	Ohnstad Twichell, P.C.	Legal-Right of Entry
7/28/2016	7/25/2016	143716	130007	16,635.55	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
7/28/2016	7/25/2016	143708	90007	4,717.00	Ohnstad Twichell, P.C.	Legal-JPA, MNDNR
7/28/2016	7/25/2016	143753	160007	3,102.25	Ohnstad Twichell, P.C.	Legal-purchase agreements
7/28/2016	7/12/2016	693225		1,600.00	Larkin Hoffman Attorneys	Legal-Stefonowicz - Sauvageau property
7/14/2016	12/31/2015	1263	2001	21,192.29	Houston Moore Group	Right of entry services
7/28/2016	7/12/2016	58733	R12.00049	14,896.00	Ulteig Engineers	Land management services, land acquisition
7/28/2016	7/15/2016	1337	2001	36,880.05	Houston Moore Group	Right of entry services
Total				146,907.61		

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
7/14/2016	6/21/2016	143235	160007	145.00	Ohnstad Twichell, P.C.	Legal-Mondragon eminent domain
07/28/16	07/25/16	143754	160007	667.00	Ohnstad Twichell, P.C.	Legal-Mondragon eminent domain
07/14/16	04/28/16			16,500.00	Jordan and Diana Heller	final residential price differential
7/14/2016	6/21/2016			997.50	William Bright	residential down payment
7/28/2016	7/12/2016			4,000.00	American Properties	residential actual move payment
7/28/2016	7/11/2016			1,542.45	Brady Davidson	final rental assistance
7/28/2016	7/11/2016	3225	5 invoices	1,995.00	Valley Green and Associates	moving & snow removal (HJ, Oak & Elm St and N Terrace)
7/14/2016	6/20/2016	381069368	479407	366,593.32	CH2M Hill	Land acquisition Mgmt services for April/May (78%)
7/28/2016	7/22/2016	381073038	479407	121,336.32	CH2M Hill	Land acquisition Mgmt services for June (78%)
7/28/2016	7/15/2016	1338	2002	44,054.48	Houston-Moore Group	Negotiation and acquisition services, project mgmt-June
Total				557,831.07		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
7/28/2016	7/25/2016	143714	120007	450.00	Ohnstad Twichell, P.C.	Legal - review court opinion
7/28/2016	7/25/2016	143730	150007	710.44	Ohnstad Twichell, P.C.	Legal - Garaas appeal
Total				1,160.44		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
7/14/2016	6/21/2016	143205		140007	9183.49	Ohnstad Twichell, P.C.	Legal-ROW
7/28/2016	7/25/2016	143720		140007	10,787.00	Ohnstad Twichell, P.C.	Legal-ROW
06/23/16	06/22/16				708,253.00	Thie Title Company	Property purchase - Casey Johnson/Heather Westlund
7/5/2016	7/5/2016				37,975.50	William and Anne Kuzas	additional earnest money
7/14/2016	7/11/2016				7,034.25	Dave and Amy Andel	Closing costs
7/14/2016	7/11/2016				3,730.00	Dave and Amy Andel	Moving costs
7/15/2016	7/15/2016				3,175.00	The Title Company	moving costs - Romine
7/15/2016	7/15/2016				89,642.44	The Title Company	Price differential payment - Romine
7/14/2016	7/14/2016				666,069.69	The Title Company	Purchase property - Rieger
7/14/2016	7/14/2016				445,990.16	Northern Title	replacement property - Rieger
7/14/2016	7/14/2016				120,803.64	The Title Company	purchase property - Mattson
7/14/2016	7/14/2016				322,782.19	The Title Company	replacement property - Mattson
7/19/2016	7/18/2016				160,000.00	Michael E. Podolak and Brenda L. Podolak	new lot cost
7/19/2016	7/18/2016				20,000.00	Michael E. Podolak and Brenda L. Podolak	Builder down payment
7/20/2016	7/19/2016				775,311.60	The Title Company	purchase property - Rustvang
7/20/2016	7/19/2016				23,896.71	The Title Company	property purchase - Romine
7/20/2016	7/19/2016				16,000.00	Jeffrey J. Anderson and Catherine T. Anderson	additional earnest money
7/28/2016	6/20/2016			8 Invoices	7,490.00	Valley Green and Associates	mowing and snow removal on Oxbow properties
7/28/2016	7/14/2016				2,253.50	Oxbow Golf and Country Club	mowing services
7/14/2016	6/25/2016				56.70	Cass Rural Water Users District	water at 4989 Klitzke Dr
7/14/2016	7/6/2016			16 Invoices	1,432.95	Cass County Electric Cooperative	Service to various addresses
7/14/2016	6/20/2016	381069368		479407	103,398.12	CH2M Hill	Land acquisition Mgmt services for April/May (22%)
7/28/2016	7/22/2016	381073038		479407	34,223.06	CH2M Hill	Land acquisition Mgmt services for June (22%)
7/28/2016	7/22/2016	381073040		479407	6,700.00	CH2MHill	Construction Management
7/28/2016	4/30/2016	17057		2830-00	15,923.57	ProSource Technologies, LLC	Project Mgmt, acquisition, relocation-Apr
7/28/2016	5/31/2016	17123		2830-00	32,843.81	ProSource Technologies, LLC	Project Mgmt, acquisition, relocation-May
7/28/2016	7/15/2016	1339		2003	1,699.50	Houston-Moore Group	Project management during construction
7/14/2016	6/17/2016	A358319			73,177.53	Century Link	relocate copper cable facilities in Oxbow
7/14/2016	6/25/2016	5307			945.27	Sentry Security, Inc.	Security patrol services
7/14/2016	7/9/2016	5330			1,060.97	Sentry Security, Inc.	Security patrol services
7/28/2016	7/23/2016	5358			995.22	Sentry Security, Inc.	Security patrol services
Total					3,702,834.87		

OXBOW GOLF AND COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
Total				0.00		
Grand Total				4,408,733.99		

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

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

June 25, 2016
Invoice No. 2446

RE: Metro Flood Project-General Legal Matters

For Legal Services Rendered Through June 25, 2016

INVOICE TOTAL

Total for Current Legal Fees	\$7,008.00
Total for Current Disbursements and Service Charges	\$
Total for Current Invoice	\$7,008.00

Summary of Account

*Prior Balance Due	\$
Total Amount Due	\$7,008.00

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

We appreciate your business.

790-7910-429-33-25 000102

505 Broadway Street North • Suite 206 • Fargo, ND 58102
Phone: (701) 280-1901 • • • Fax: (701) 280-1902

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

July 25, 2016
Invoice No. 2458

RE: Metro Flood Project-General Legal Matters

For Legal Services Rendered Through July 25, 2016

INVOICE TOTAL

Total for Current Legal Fees	\$4,729.50
Total for Current Disbursements and Service Charges	\$
Total for Current Invoice	\$4,729.50

Summary of Account

*Prior Balance Due	\$
Total Amount Due	\$4,729.50

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

We appreciate your business.

790-7910-429-33-25 000102



MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

RECEIVED
BY _____
DATE 7-25-16

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

July 21, 2016
Invoice No. 3291973

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

For Legal Services Rendered Through June 30, 2016

INVOICE TOTAL

Total For Current Legal Fees	\$67,313.00
Total For Current Disbursements and Service Charges	\$120.66
Total For Current Invoice	\$67,433.66

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: 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

July 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 July 21, 2016 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through June 30, 2016 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

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

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb



FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase (Fund 790)
As of 7/31/2016

	2011	2012	2013	2014	2015	2016	Cumulative Totals
Revenues							
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	10,269,812	73,122,096
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	25,404,199	88,256,483
State Water Commission	-	-	3,782,215	602,918	31,056,740	59,523,849	94,965,721
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,337,173)	630,000
Reimbursements	-	-	-	-	-	16,631	16,631
Lease/Rental Payments	-	-	17,358	154,180	180,341	253,306	605,185
Asset Sales	-	-	-	616,774	315,892	175,190	1,107,856
Miscellaneous	-	-	1,705	626	427	-	2,758
Total Revenues	984,750	17,005,957	19,518,970	44,425,900	94,465,339	82,305,813	258,706,730
Expenditures							
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	2,279,000	6,929,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	148,377	1,115,858
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,040,406	24,555,993
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	4,018,321	24,696,780
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	24,646,813	104,264,067
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	32,452	273,195	636,097
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	-	587,180
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	19,547,065	40,554,758
7951 Construction - Minnesota	-	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	664,612	16,991,118
7955 Construction Management	-	-	-	556,209	2,867,422	2,854,511	6,278,142
7990 Project Financing	-	50,000	70,000	216,376	566,600	2,100,867	3,003,843
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	-	116
Total Expenditures	984,750	17,005,957	11,991,740	45,324,414	95,896,147	58,573,167	229,776,175

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

	<u>Amount</u>
Assets	
Cash	\$ 14,589,422
Receivables	
State Water Commission	12,406,678
Cass County	2,288,208
Proceeds from Oxbow Lot Sales	<u>3,138,687</u>
Total assets	<u>32,422,994</u>
 Liabilities	
Vouchers payable	12,556
Retainage payable	<u>3,479,884</u>
Total liabilities	<u>3,492,440</u>
 NET POSITION	 <u><u>\$ 28,930,555</u></u>

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

	FY 2016 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	39,375	(67)	10,270			29,105
Cass County	39,375	16,109	25,404			13,971
State of ND - 50% Match	40,100	(5,876)	10,380			29,720
State of ND - 100% Match	109,900	45,003	49,144			60,756
State of Minnesota	-	-	-			-
Other Agencies	8,750	(15,352)	(13,337)			22,087
City of Oxbow MOU Repayments	-	(4,389)	-			-
Financing Proceeds	-	-	-			-
Reimbursements	-	-	17			(17)
Sale of Assets	-	-	175			(175)
Property Income	-	-	253			(253)
Miscellaneous	-	-	-			-
Total Revenue Sources	237,500	35,427	82,306			155,194
Funds Appropriated						
Army Corp Local Share	-	-	2,279		-	(2,279)
Management Oversight	11,340	2,638	7,021	62%	10,076	(5,757)
Technical Activities	7,500	455	2,040	27%	2,781	2,679
Land Acquisitions	109,900	1,893	24,920	23%	39,076	45,904
Construction	105,000	5,469	20,212	19%	33,258	51,530
Mitigation	2,200	-	-	0%	366	1,834
Other Costs	1,560	344	2,101	135%	2,412	(2,953)
Total Appropriations	237,500	10,798	58,573	25%	87,969	90,958

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

Date: 8/2/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-0000-206.10-00	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	256,933.39	RILEY BROS. CONSTRUCTION	V01203	Cass Joint Water OHB
				256,933.39			
790-7910-429.33-20	8/1/2016	JB07160017	CITY OF FARGO	900.00	CHARGE COF TIME - 7/16	V00102	General & Admin. WIK
Total WIK - General & Admin. - Accounting Services				900.00			
790-7910-429.33-25	7/20/2016	269687	OXBOW, CITY OF	114.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	7/20/2016	269687	OXBOW, CITY OF	760.16	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	7/20/2016	269687	OXBOW, CITY OF	548.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	7/20/2016	269687	OXBOW, CITY OF	84.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	7/20/2016	269687	OXBOW, CITY OF	149.32	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	7/20/2016	269687	OXBOW, CITY OF	4,281.50	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	7/4/2016	564	P CARD BMO	2,523.00	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK
	7/20/2016	269604	ERIK R JOHNSON & ASSOCIATES	8,167.10	FLOOD LEGAL SERVICES	V00102	General & Admin. WIK
Total WIK - General & Admin. - Legal Services				16,627.08			
790-7910-429.38-68	7/4/2016	564	P CARD BMO	3,500.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
Total WIK - General & Admin. - Lobbyist				3,500.00			
790-7915-429.33-05	7/20/2016	269687	OXBOW, CITY OF	1,830.55	MOORE ENGINEERING, INC	V02402	OXBOW MOU-PRELIM ENGINRNG
	7/20/2016	269687	OXBOW, CITY OF	284.70	MOORE ENGINEERING, INC	V02420	OXBOW MOU-MOORE ENG TO #6
	7/20/2016	269687	OXBOW, CITY OF	15,000.00	MOORE ENGINEERING, INC	V02419	OXBOW MOU-MOORE ENG TO #5
	7/6/2016	269264	HOUSTON-MOORE GROUP LLC	218,464.31	LEEVE DESIGN & SUPPORT	V01613	LEEVE DESIGN & SUPPORT
	7/13/2016	269453	HOUSTON-MOORE GROUP LLC	3,113.67	RECREATION USE MASTER PLN	V01607	RECREATION/USE MASTER PLN
	7/20/2016	269628	HOUSTON-MOORE GROUP LLC	591.94	LEEVE DESIGN & SUPPORT	V01613	LEEVE DESIGN & SUPPORT
	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	5,218.93	MASTER PLAN & DESIGN	V01607	RECREATION/USE MASTER PLN
	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	7,035.26	WROK IN KIND	V01608	WORK-IN-KIND (WIK)
	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	51,113.00	HYDROLOGY/HYDRAULIC TEST	V01609	HYDROLOGY/HYDRAULIC MODEL
	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	112,456.92	LEEVE DESIGN & SUPPORT	V01613	LEEVE DESIGN & SUPPORT
	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	471.00	OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	3,323.50	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	7/27/2016	269936	URS CORPORATION	23,548.74	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
	7/27/2016	269936	URS CORPORATION	12,050.00	CULTURAL RESOURCES INVEST	V01003	CULTURAL RESOURCES INVEST
Total WIK - Project Design - Engineering Services				454,502.52			

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

Date: 8/2/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7920-429.33-05	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	193,557.37	DIVERSION PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	60,197.08	DIVERSION PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
Total WIK Construction Mgmt. - Engineering Services				253,754.45			
790-7920-429.33-79	7/20/2016	269687	OXBOW, CITY OF	7,794.60	MOORE ENGINEERING, INC	V02421	OXBOW MOU-MOORE PROJ MGMT
	7/13/2016	269418	CH2M HILL ENGINEERS INC	700,000.00	MANAGEMENT TECH OUTREACH	V00206	CH2M HILL-2.27-11.25.16
	7/13/2016	269418	CH2M HILL ENGINEERS INC	700,000.00	MANAGEMENT OUTREACH P3	V00206	CH2M HILL-2.27-11.25.16
Total WIK Construction Mgmt. - Construction Management				1,407,794.60			
790-7930-429.33-05	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	25,519.26	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	31,265.13	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	55,537.17	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	91,558.58	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	62,607.93	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	29,492.06	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	28,449.24	HOUSTON-MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	1,932.25	PROSOURCE TECHNOLOGIES.	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	35,633.31	PROSOURCE TECHNOLOGIES.	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	28,983.42	PROSOURCE TECHNOLOGIES.	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	26,584.11	PROSOURCE TECHNOLOGIES.	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	469.73	PROSOURCE TECHNOLOGIES.	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	2,480.41	PROSOURCE TECHNOLOGIES.	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	8,849.48	ULTEIG ENGINEERS	V01203	Cass Joint Water OHB
	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	2,756.50	UTILITIES DESIGN	V01610	UTILITIES DESIGN
	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	36,621.96	DESIGN OF WORK PACKAGE	V01618	WP28 - CR-16/CR-17 BRIDGE
Total LERRDS - North Dakota - Engineering Services				468,740.54			
790-7930-429.33-25	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	180.00	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	6,632.12	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	18,059.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	99.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	351.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	342.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	16,969.89	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	11,691.18	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	6,264.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	66.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE

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

Date: 8/2/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	3,116.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
	7/27/2016	269817	ERIK R JOHNSON & ASSOCIATES	561.00	LEGAL SERVICES	V00103	General & Admin. LERRDS
Total LERRDS - North Dakota - Legal Services				64,331.19			
790-7930-429.33-79	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	39,825.59	CH2MHILL	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	141,199.81	CH2MHILL	V02807	CASS JOINT WATER IN-TOWN
Total LERRDS - North Dakota - Construction Management				181,025.40			
790-7930-429.38-61	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	1,381.86	SENTRY SECURITY, INC.	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	1,179.77	SENTRY SECURITY, INC.	V01203	Cass Joint Water OHB
Total LERRDS - North Dakota - Security Services				2,561.63			
790-7930-429.52-10	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	2.00	DAWSON INSURANCE	V01703	ND LAND PURCH - IN TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	6.00	DAWSON INSURANCE	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Property Insurance				8.00			
790-7930-429.62-51	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	32.04	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	70.55	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	84.34	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	32.91	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	75.52	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	24.23	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	145.29	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	29.96	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	39.46	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	28.14	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	44.74	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	40.16	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Electricity				647.34			
790-7930-429.67-11	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	629,541.18	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	4,500.00	THE APARTMENT MOVERS	V02411	OXBOW MOU-RESIDENT RLCTN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	1,398.00	JOSEPH & JOLENE SAUVAGEAU	V02411	OXBOW MOU-RESIDENT RLCTN
Total LERRDS - North Dakota - Residential Buildings				635,439.18			

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

Date: 8/2/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7930-429.67-12	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	91,240.00	OXBOX GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	66,360.00	OXBOX GOLF & COUNTRY CLUB	V01204	Cass Joint Water OCC
Total LERRDS - North Dakota - Commercial Buildings				157,600.00			
790-7930-429.71-30	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	382,634.10	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
Total LERRDS - North Dakota - Land Purchases				382,634.10			
790-7950-429.73-20	7/20/2016	269650	LANDWEHR CONSTRUCTION INC	156,208.50	DEMO WORK	V02816	DOWNTOWN AREA DEMOLITION
Total ND Construction - Site Improvements				156,208.50			
790-7950-429.73-52	7/27/2016	269842	INDUSTRIAL BUILDERS INC	21,903.32	2 ST N PUMP STATION CONST	V02801	2ND ST NORTH PUMP STATION
	7/27/2016	269842	INDUSTRIAL BUILDERS INC	2,339,831.81	2 ST N FLOOD CONTROL	V02819	2ND ST N FLOODWALL
	7/27/2016	269842	INDUSTRIAL BUILDERS INC	2,252,276.44	2 ST FLOODWALL & PUMP STA	V02812	2ND ST NORTH FLOODWALL
	7/27/2016	269842	INDUSTRIAL BUILDERS INC	192,524.00	MICKELSON LEVEE EXTENSION	V02818	MICKELSON LEVEE EXTENSION
	7/20/2016	269632	INDUSTRIAL CONTRACT SERVICES INC	368,515.40	PUMP STATION & FLOOD WALL	V02805	PUMP STATION & FLOODWALL
Total ND Construction - Flood Control				5,175,050.97			
790-7950-429.73-70	7/13/2016	269420	CONSOLIDATED COMMUNICATIONS	23,267.56	WP-42 IN-TOWN LEVEES	V02803	EVENTIS WP42 UTILITY RLCT
	7/13/2016	269420	CONSOLIDATED COMMUNICATIONS	5,643.22	SOUTH ROUTE AGREEMENT	V02803	EVENTIS WP42 UTILITY RLCT
		0	CONSOLIDATED COMMUNICATIONS	11,792.99	INTOWN LEVEE UTILITY RELO	V02803	EVENTIS WP42 UTILITY RLCT
		0	CONSOLIDATED COMMUNICATIONS	762.86	SOUTH ROUTE	V02803	EVENTIS WP42 UTILITY RLCT
Total ND Construction - Utilities				41,466.63			
790-7952-429.73-20	7/20/2016	269687	OXBOW, CITY OF	96,583.26	HOUGH, INC.	V02417	OXBOW MOU-INTAKE/PUMP SYS
Total O/H/B Construction - Site Improvements				96,583.26			
790-7955-429.33-05	7/20/2016	269628	HOUSTON-MOORE GROUP LLC	376,932.50	CONST WORK PKG 42	V02806	CONSTRUCTION SVCS WP42
Total Construction Management - Engineering Services				376,932.50			
790-7955-429.33-06	7/13/2016	269544	TERRACON CONSULTING ENGINEERS	3,755.50	WP-42 MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	7/13/2016	269544	TERRACON CONSULTING ENGINEERS	1,155.00	WP-42 MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	7/13/2016	269544	TERRACON CONSULTING ENGINEERS	29,060.00	WP-42 MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	7/13/2016	269544	TERRACON CONSULTING ENGINEERS	165.00	WP-42 MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	7/20/2016	269719	TERRACON CONSULTING ENGINEERS	5,850.00	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	7/20/2016	269719	TERRACON CONSULTING ENGINEERS	2,739.25	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING

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

Date: 8/2/2016

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
	7/20/2016	269719	TERRACON CONSULTING ENGINEERS	10,621.00	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	7/20/2016	269719	TERRACON CONSULTING ENGINEERS	24,790.90	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
Total Construction Management - Quality Testing				78,136.65			
790-7955-429.33-79	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	249,500.00	CH2MHILL	V02807	CASS JOINT WATER IN-TOWN
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	500.00	CH2MHILL	V01203	Cass Joint Water OHB
	7/27/2016	269795	CASS COUNTY JOINT WATER RESOURCE DI	250,000.00	CH2MHILL	V02807	CASS JOINT WATER IN-TOWN
Total Construction Management - Construction Management				500,000.00			
790-7990-429.33-05	7/27/2016	269840	HOUSTON-MOORE GROUP LLC	2,737.00	DOCUMENT PREP SUPPORT	V01619	PPP DOCUMENT PREP SUPPRT
Total Project Financing - Engineering Services				2,737.00			
790-7990-429.33-25	7/4/2016	564	P CARD BMO	76,751.58	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK
	7/13/2016	269402	ASHURST LLP	203,808.87	PPP LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
Total Project Financing - Legal Services				280,560.45			
790-7990-429.34-55	7/20/2016	269711	SPRINGSTED INCORPORATED	24,136.77	FINANCIAL ANALYSIS	V03101	FINANCIAL ADVISORY SERVCS
Total Project Financing - Financial Advisor				24,136.77			
790-7990-520.80-20	7/1/2016	JB07160001	CITY OF FARGO	36,458.33	US BANK INTEREST PAYMENT	V02902	\$50M FARGO USBANK ADVANCE
Total Project Financing - Interest On Bonds				36,458.33			
Total Disbursed for Period 11,055,270.48							

**FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of July 31, 2016**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 146,129,762.60	\$ 102,394,833.25	\$ 43,734,929.35	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
INDUSTRIAL BUILDERS INC	39,202,056.26	20,813,638.54	18,388,417.72	2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC	33,487,417.10	27,555,937.63	5,931,479.47	Engineering Services
CH2M HILL ENGINEERS INC	25,985,819.01	20,765,819.01	5,220,000.00	Project & Construction Management
INDUSTRIAL CONTRACT SERVICES I	17,364,063.63	14,807,037.68	2,557,025.95	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	15,324,100.20	14,553,228.76	770,871.44	City of Oxbow - MOU
ARMY CORP OF ENGINEERS	6,929,000.00	6,929,000.00	-	Local Share
DORSEY & WHITNEY LLP	3,060,608.51	3,060,608.51	-	Legal Services
CENTURYLINK COMMUNICATIONS	2,660,937.92	74,195.92	2,586,742.00	Utility Relocation
MINNESOTA DNR	2,325,472.35	2,325,472.35	-	EIS Scoping
LANDWEHR CONSTRUCTION INC	2,079,376.59	2,048,267.31	31,109.28	In-Town Demolition Contracts
ASHURST LLP	1,979,133.70	700,962.26	1,278,171.44	PPP Legal Counsel
URS CORPORATION	1,922,118.42	1,646,053.67	276,064.75	Engineering Services
CONSOLIDATED COMMUNICATIONS	1,731,312.00	958,799.05	772,512.95	Utility Relocation
KENNELLY & OKEEFFE	1,729,110.56	1,729,110.56	-	Home Buyouts
REINER CONTRACTING INC	1,542,795.94	653,149.57	889,646.37	EI Zagal Flood Risk Management
JP MORGAN CHASE-LOCKBOX PROCES	1,527,000.00	533,971.00	993,029.00	Financial Advisor
HOUGH INCORPORATED	1,448,373.17	-	1,448,373.17	2nd Street South Flood Control
ACONEX (NORTH AMERICA) INC	1,322,146.00	-	1,322,146.00	Electronic Data Mgmt and Record Storage System
XCEL ENERGY	925,076.69	190,530.93	734,545.76	Utility Relocation
MOORE ENGINEERING INC	662,468.17	662,468.17	-	Engineering Services
US BANK	626,849.03	626,849.03	-	Loan Advance Debt Service Payments
TERRACON CONSULTING ENGINEERS	607,500.00	459,016.99	148,483.01	Materials Testing
DUCKS UNLIMITED	587,180.00	587,180.00	-	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	576,669.57	576,669.57	-	Engineering Services
AT&T	569,404.44	569,404.44	-	Utility Relocation
RED RIVER BASIN COMMISSION	500,000.00	500,000.00	-	Retention Projects - Engineering Services
CITY OF FARGO	496,228.92	481,508.92	14,720.00	Digital Imagery Project, Utility Relocation, Accounting Svcs, and US Bank Loan Advance DS Payments
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
ERIK R JOHNSON & ASSOCIATES	483,867.71	476,859.71	7,008.00	Legal Services

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of July 31, 2016

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY TREASURER	446,632.45	446,632.45	-	Property Taxes and US Bank Loan Advance DS Payments
OHNSTAD TWICHELL PC	392,405.65	392,405.65	-	ROE and Bonding Legal Fees
702 COMMUNICATIONS	326,243.91	266,892.07	59,351.84	Utility Relocation
BUFFALO-RED RIVER WATERSHED DI	220,768.00	-	220,768.00	Retention Projects - Engineering Services
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
CABLE ONE (FARGO)	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
BOIS DE SIOUX WATERSHED DISTRI	145,380.00	-	145,380.00	Retention Projects - Engineering Services
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	135,167.00	-	Ag Risk Study Services
ENVENTIS	115,685.62	115,685.62	-	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	111,000.00	70,438.32	40,561.68	Engineering Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	104,600.00	-	Water Level Discharge Collection
FREDRIKSON & BYRON, PA	101,500.00	63,000.00	38,500.00	Lobbying Services
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Vibrating Wire Piezometer Equipment
ULTEIG ENGINEERS INC	100,000.00	-	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
NIXON PEABODY LLC	60,000.00	60,000.00	-	Legal Services
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing
ADVANCED ENGINEERING INC	50,000.00	50,000.00	-	Public Outreach
US GEOLOGICAL SURVEY	46,920.00	46,920.00	-	Stage Gage Installation
SPRINGSTED INCORPORATED	40,320.77	40,320.77	-	Financial Advisor
CLAY COUNTY AUDITOR	34,180.71	34,180.71	-	Property Tax, Home Buyout Demo
GEOKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
WARNER & CO	24,875.00	24,875.00	-	General Liability Insurance
PRIMORIS AEVENIA INC	16,230.00	16,230.00	-	Utility Relocation
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services

**FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of July 31, 2016**

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
ND WATER USERS ASSOCIATN	10,000.00	10,000.00	-	Membership Dues
ONE	3,575.00	3,575.00	-	Utility Relocation
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
BNSF RAILWAY CO	2,925.00	2,925.00	-	Permits for In-Town Levee Projects
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
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
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
DEPT OF NATURAL RESOUR	1,000.00	1,000.00	-	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
RED RIVER TITLE SERVICES INC	675.00	675.00	-	Abstract Updates
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
Grand Total	\$ 317,745,607.30	\$ 229,776,175.69	\$ 87,969,431.61	

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

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,672,342.63	\$ 8,396,517.63
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	607,500.00	459,016.99
V02803	Consolidated Communications	2nd Street Utility Relocation	1,846,997.62	1,074,484.67
V02804	702 Communications	2nd Street Utility Relocation	326,243.91	266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	17,364,663.63	14,807,637.68
V02806	HMG	WP42 - Services During Construction	4,932,000.00	2,465,222.78
V02807	CCJWRD	In-Town Levee Work	5,112,589.18	4,183,015.13
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	52,722.05	38,002.05
V02809	AT & T	2nd Street Utility Relocation	569,404.44	569,404.44
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	925,076.69	190,530.93
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	16,835,104.58	8,649,553.75
V02813	Landwehr Construction	Park East Apartments Demolition	1,177,151.74	1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,660,937.92	74,195.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	902,224.85	878,615.57
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	1,542,795.94	653,149.57
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	724,910.00	307,744.00
V02819	Industrial Builders	WP42F.1N - 2nd Street North	12,972,024.05	3,462,148.16
V02820	CH2M Hill	WP42 - Construction Management Services	1,020,000.00	-
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	1,448,373.17	-
V01703	Various	In-Town Property Purchases	38,880,895.13	30,329,358.16
			<u>\$ 118,738,698.90</u>	<u>\$ 77,991,371.24</u>

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
Commercial Relocations - Fargo									
Park East Apartments - 1 2nd St S	6/23/2015	9,002,442.20	-	94,832.78	1,367,581.09	74,283.50	(2,166.32)	-	10,536,973.25
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	-	3,271,847.09	35,438.80	-	(1,100.00)	6,572,265.49
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	-	7,550,036.23	-	(23.00)	-	9,453,489.01
Home Buyouts - Fargo									
1322 Elm St N	11/19/2014	347,270.27	-	2,981.20	47,168.14	2,595.24	-	-	400,014.85
1326 Elm St N	12/23/2014	230,196.41	-	-	8,001.02	297.09	-	-	238,494.52
1341 N Oak St	1/29/2015	309,888.24	-	3,153.40	78,889.24	64.79	-	-	391,995.67
1330 Elm St N	2/12/2015	229,982.44	-	651.52	62,362.63	775.28	-	-	293,771.87
18 North Terrace N	4/2/2015	129,698.25	-	829.15	44,688.72	383.94	-	-	175,600.06
1318 Elm St N	5/29/2015	229,012.67	-	1,289.52	55,452.01	50.00	-	-	285,804.20
724 North River Road	6/8/2015	204,457.83	-	1,547.60	35,615.30	109.35	-	(10,000.00)	231,730.08
1333 Oak Street N	6/24/2015	238,513.23	-	1,627.75	4,033.00	50.00	-	-	244,223.98
26 North Terrace N	9/11/2015	138,619.58	-	1,737.30	12,620.00	118.50	-	-	153,095.38
16 North Terrace N	9/24/2015	227,987.50	-	2,072.31	96,717.14	202.29	-	-	326,979.24
24 North Terrace N	11/25/2015	182,437.38	-	1,606.21	29,269.60	234.63	-	-	213,547.82
1314 Elm Street N	12/18/2015	225,800.09	-	-	21,525.00	161.43	-	-	247,486.52
12 North Terrace N	2/9/2016	10,191.00	-	-	-	-	-	-	10,191.00
1313 Elm Street N		350,000.00	-	-	3,360.00	-	-	-	353,360.00
Home Buyouts - Moorhead									
387 170th Ave SW	11/1/2013	281,809.91	-	2,354.00	-	34,073.72	-	(8,440.00)	309,797.63
16678 3rd St S		-	192,600.00	-	80,210.80	-	-	-	272,810.80
Home Buyouts - Oxbow									
105 Oxbow Drive	11/28/2012	216,651.85	-	4,993.72	-	13,695.77	(18,680.72)	(181,249.54)	35,411.08
744 Riverbend Rd	12/3/2012	343,828.30	-	14,276.50	2,435.00	39,536.48	(37,617.16)	-	362,459.12
121 Oxbow Drive	7/31/2013	378,781.20	-	1,581.52	-	19,519.02	-	(186,918.33)	212,963.41
333 Schnell Drive	9/20/2013	104,087.79	-	4,302.38	-	30,137.65	-	-	138,527.82
346 Schnell Drive	2/13/2014	512,970.73	-	6,638.91	7,200.00	13,943.93	(18,000.00)	-	522,753.57
345 Schnell Drive	10/24/2014	478,702.98	-	6,453.35	6,869.44	35,219.98	-	-	527,245.75
336 Schnell Drive	1/29/2015	310,888.51	-	2,376.26	185,620.00	359.78	(2,759.00)	-	496,485.55
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	5,095.25	10,549.70	7,864.31	(3,850.00)	-	2,717,886.23
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	6,643.74	176,524.79	1,118.87	-	-	651,008.20
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	2,234.53	309,992.53	1,156.47	-	-	620,108.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	4,002.89	205,699.82	181.53	-	-	690,668.54
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	3,554.24	267,757.65	2,005.40	-	-	763,408.61
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	7,007.30	507,103.56	1,210.86	-	-	984,399.85
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	2,818.16	312,212.95	1,706.59	-	-	811,080.57
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	(17,966.31)	-	1,311,931.91
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	-	279,237.35	-	-	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-	-	-	-	-	-	125,077.88
852 Riverbend Rd	1/11/2016	1,222,608.19	-	-	10,891.60	1,242.99	-	-	1,234,742.78
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	-	284,349.88	384.11	-	-	605,823.76
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	-	469,875.64	607.51	-	-	1,069,368.58
326 Schnell Drive	2/19/2016	326,842.17	-	-	220,673.09	152.49	-	-	547,667.75
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	-	561,322.28	-	-	-	1,101,218.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,134.10	-	-	629,541.18	-	-	-	1,301,675.28
829 Riverbend Rd / 788 River Bend Rd		-	-	-	8,000.00	-	-	-	8,000.00

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
828 Riverbend Rd		-	25,000.00	-	-	-	-	-	25,000.00
330 Schnell Drive		-	150,000.00	-	-	-	-	-	150,000.00
839 Riverbend Road		-	1,000,000.00	-	-	-	-	-	1,000,000.00
844 Riverbend Road		-	400,000.00	-	-	-	-	-	400,000.00
328 Schnell Dr / 347 Trent Jones Dr		-	200,000.00	-	-	-	-	-	200,000.00
338 Schnell Dr / 775 River Bend Rd		-	222,500.00	-	-	-	-	-	222,500.00
813 Riverbend Rd / 449 Trent Jones Dr		-	228,000.00	-	-	-	-	-	228,000.00
341 Schnell Dr / 351 Trent Jones Dr		-	238,500.00	-	-	-	-	-	238,500.00
329 Schnell Dr / 417 Trent Jones Dr		-	180,000.00	-	-	-	-	-	180,000.00
805 Riverbend Rd / 776 River Bend Rd		-	220,855.00	-	-	-	-	-	220,855.00
317 Schnell Dr / 409 Trent Jones Dr		-	222,000.00	-	-	-	-	-	222,000.00
332 Schnell Dr / 421 Trent Jones Dr		-	158,000.00	-	-	-	-	-	158,000.00
833 Riverbend Rd / 446 Trent Jones Dr		-	269,000.00	-	-	-	-	-	269,000.00
821 Riverbend Rd / 438 Trent Jones Dr		-	185,000.00	-	-	-	-	-	185,000.00
321 Schnell Dr / 410 Trent Jones Dr		-	262,134.00	-	-	-	-	-	262,134.00
337 Schnell Dr / 355 Trent Jones Dr		-	206,021.00	-	-	-	-	-	206,021.00
840 Riverbend Rd / 442 Trent Jones Dr		-	189,000.00	-	-	-	-	-	189,000.00
325 Schnell Drive		-	225,800.00	-	368,421.20	-	-	-	594,221.20
816 Riverbend Rd / 429 Trent Jones Dr		-	377,426.00	-	-	-	-	-	377,426.00
808 Riverbend Road		-	196,211.25	-	-	-	-	-	196,211.25
817 Riverbend Road		-	193,259.00	-	-	-	-	-	193,259.00
313 Schnell Drive/		-	197,243.00	-	-	-	-	-	197,243.00
848 Riverbend Rd		-	200,000.00	-	-	-	-	-	200,000.00
Home Buyouts - Hickson									
17495 52nd St SE	4/28/2015	785,747.66	-	4,390.23	27,604.74	1,970.61	-	-	819,713.24
4989 Klitzke Drive, Pleasant Twp		-	222,030.00	-	-	-	-	-	222,030.00
Easements - Fargo									
Part of Lot 5 El Zagal Park	10/9/2014	68,040.72	-	-	-	-	-	-	68,040.72
72 2nd St N	4/13/2016	37,020.00	-	-	-	-	-	-	37,020.00
Easements - Oxbow									
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure									
15-0000-02690-020 - Cossette		476,040.00	-	-	-	-	-	-	476,040.00
64-0000-02730-000 - Sauvageau		268,020.00	-	-	-	-	-	-	268,020.00
64-0000-02720-000 - Ulstad		250,440.00	-	-	-	-	-	-	250,440.00

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Tax Payment	Relocation Assistance	Property Management Expense	Property Management Income	Sale Proceeds	Total
Farmland Purchases									
SE 1/4 11-140-50 (Raymond Twp) - Ueland	1/20/2014	959,840.00	-	-	-	-	(46,683.63)	-	913,156.37
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	-	(88,361.76)	-	1,547,868.24
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	-	-	-	-	(189,269.99)	-	3,269,710.71
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	-	(53,008.60)	-	938,119.59
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	-	(43,571.18)	-	899,988.87
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	-	(12,594.20)	-	308,791.80
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	-	-	(48,808.67)	-	905,300.65
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	-	(24,573.95)	-	931,327.05
2-140-50 S 1/2 of NW 1/4 & Lot 4A - Pile	3/4/2015	594,108.00	-	-	-	-	-	-	594,108.00
Fercho Family Farms,	3/25/2015	464,600.00	-	-	-	-	-	-	464,600.00
W 1/2 NW 1/4 2-141-49 - Heiden	4/24/2015	433,409.00	-	-	-	-	(6,510.69)	-	426,898.31
(Raymond Twp) - Henke	6/17/2015	1,196,215.00	-	-	-	-	(12,452.23)	-	1,183,762.77
Land Purchases									
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	223,505.56	-	-	-	(730,148.14)	(22,626.58)
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
Total		47,244,022.42	6,187,579.25	424,161.52	17,621,259.41	320,889.58	(630,622.90)	(1,117,856.01)	70,049,433.27

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

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

Drawdown Request No: 32	
Requested Amount:	\$ 3,725,044
Total Funds Expended This Period:	\$ 6,234,193
Total Funds Requested at 100% Match	1,215,895
Remaining Funds Requested at 50% Match	5,018,298
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	2,509,149
Total Funds Requested:	\$ 3,725,044

STATE AID SUMMARY:

Summary of State Funds Appropriated

Appropriations from 2009 Legislative Session	\$ 45,000,000
Appropriations from 2011 Legislative Session	30,000,000
Appropriations from 2013 Legislative Session	100,000,000
Appropriations from 2015 Legislative Session	69,000,000
Appropriations to be funded in 2017 Legislative Session - Available 7/1/2017	51,500,000
Appropriations to be funded in 2019 Legislative Session - Available 7/1/2019	51,500,000
Appropriations to be funded in 2021 Legislative Session - Available 7/1/2021	51,500,000
Appropriations to be funded in 2023 Legislative Session - Available 7/1/2023	51,500,000
Total State Funds	206,000,000 244,000,000
Less: Payment #1 through #35 - City of Fargo	(55,510,209)
Less: Payment #1 - Cass County	(136,039)
Less: Payment #1 through #20 - FM Diversion Authority	(28,862,208)
Less: Payment #21 - FM Diversion Authority	(2,580,786)
Less: Payment #22 - FM Diversion Authority	(3,998,879)
Less: Payment #23 - FM Diversion Authority	(1,985,040)
Less: Payment #24 - FM Diversion Authority	(2,752,283)
Less: Payment #25 - FM Diversion Authority	(10,000,000)
Less: Payment #26 - FM Diversion Authority	(1,021,657)
Less: Payment #27 - FM Diversion Authority	(4,940,909)
Less: Payment #28 - FM Diversion Authority	(2,209,200)
Less: Costs Moved from Fargo Flood Control (Diversion) to Interior Flood Control	20,301,855
Less: Payment #29 - FM Metro Area Flood Risk Management Project	(2,900,000)
Less: Payment #30 - FM Metro Area Flood Risk Management Project	(3,681,747)
Less: Payment #31 - FM Metro Area Flood Risk Management Project	(6,900,000)
Less: Payment #32 - FM Metro Area Flood Risk Management Project	(3,725,044)
Total Funds Reimbursed	(110,902,146)
Total State Fund Balances Remaining	\$ 133,097,854

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

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$	61,018,898
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority		(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority		(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority		(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority		(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority		(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority		(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority		(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority		(1,374,624)
Less: Match Used on Payment #20 - FM Diversion Authority		(1,427,344)
Less: Match Used on Payment #22 - FM Diversion Authority		(116,437)
Less: Match Used on Payment #23 - FM Diversion Authority		(487,124)
Less: Match Used on Payment #24 - FM Diversion Authority		(1,688,474)
Less: Match Used on Payment #26 - FM Diversion Authority		(445,642)
Less: Match Used on Payment #28 - FM Diversion Authority		(1,116,010)
Less: Match Used on Payment #30 - FM Metro Area Flood Risk Management Project		(1,581,147)
Less: Match Used on Payment #32 - FM Metro Area Flood Risk Management Project		(1,215,895)
Balance of Local Matching Funds Available	\$	5,526,487

Last Update: 8/4/2016

Non-Buyout Lot Sales (Proceed Split 75/25)	<u>Lot</u>	<u>Block</u>	<u>Addition</u>	<u>Address</u>	<u>Sale Price</u>	<u>Closed</u>	<u>Closing Date</u>	<u>Deposit</u>	<u>OJDA Share (25%)</u>	<u>Net Sale Proceeds</u>	<u>DA Share (75%)</u>
	2	1	Oxbow 4th Addition	331 Trent Jones Drive	\$156,000.00	Yes	4/8/2016		\$38,956.25	\$155,825.00	\$116,868.75
	6	3	Oxbow 2nd Addition	779 River Bend Road	\$123,150.00	Yes	4/11/2016		\$30,718.75	\$122,875.00	\$92,156.25
	18	3	Oxbow 2nd Addition	754 River Bend Road	\$109,000.00	Yes	4/29/2016		\$27,208.75	\$108,835.00	\$81,626.25
	35	3	Oxbow 2nd Addition	425 Trent Jones Drive	\$119,000.00	Yes	4/29/2016		\$29,708.75	\$118,835.00	\$89,126.25
	20	1	Oxbow 3rd Addition	246 South Schnell Drive	\$160,000.00	Yes	4/29/2016		\$39,946.88	\$159,787.50	\$119,840.62
	21	1	Oxbow 3rd Addition	250 South Schnell Drive	\$160,000.00	Yes	4/29/2016		\$39,946.88	\$159,787.50	\$119,840.62
	49	3	Oxbow 2nd Addition	418 Trent Jones Drive	\$152,000.00	Yes	5/20/2016		\$37,905.00	\$151,620.00	\$113,715.00
	2	1	Oxbow 3rd Addition	784 River Bend Road	\$211,001.00	Yes	6/2/2016		\$52,655.30	\$210,621.20	\$157,965.90
	36	3	Oxbow 2nd Addition	429 Trent Jones Drive	\$111,000.00	Yes	7/7/2016		\$26,010.00	\$104,040.00	\$78,030.00
	23	2	Oxbow 2nd Addition	233 South Schnell Drive	\$65,000.00	Yes	7/22/2016		\$15,231.24	\$60,924.97	\$45,693.73
	17	3	Oxbow 2nd Addition	756 River Bend Road	\$99,000.00	No	8/31/2016	\$9,900.00	\$0.00		\$0.00
	11	3	Oxbow 2nd Addition	780 River Bend Road	\$144,000.00	No	8/31/2016	\$14,400.00	\$0.00		\$0.00
									\$0.00		\$0.00
	12	Lots			\$1,609,151.00			\$24,300.00	\$338,287.80	\$1,353,151.17	\$1,014,863.37

Buyout Lot Sales (100% Diversion Authority Proceed)	<u>Lot</u>	<u>Block</u>	<u>Addition</u>	<u>Address</u>	<u>Sale Price</u>	<u>Closed</u>	<u>Closing Date</u>				<u>DA Share (100%)</u>
	8	3	Oxbow 2nd Addition	787 River Bend Road	\$174,000.00	Yes					\$174,000.00
	6	1	Oxbow 4th Addition	353 Trent Jones Drive	\$124,000.00	Yes					\$124,000.00
	9	1	Oxbow 3rd Addition	442 Trent Jones Drive	\$139,000.00	Yes					\$139,000.00
	7	1	Oxbow 3rd Addition	449 Trent Jones Drive	\$163,000.00	Yes					\$163,000.00
	15	3	Oxbow 2nd Addition	764 River Bend Road	\$111,000.00	Yes					\$111,000.00
	48	3	Oxbow 2nd Addition	422 Trent Jones Drive	\$170,000.00	No					\$0.00
	50	3	Oxbow 2nd Addition	414 Trent Jones Drive	\$158,000.00	No					\$0.00
	1	1	Oxbow 3rd Addition	788 River Bend Road	\$205,000.00	No					\$0.00
	7	3	Oxbow 2nd Addition	783 River Bend Road	\$160,000.00	Yes					\$160,000.00
	16	3	Oxbow 2nd Addition	760 River Bend Road	\$114,000.00	Yes					\$114,000.00
	47	3	Oxbow 2nd Addition	426 Trent Jones Drive	\$141,000.00	Yes					\$141,000.00
	3	1	Oxbow 4th Addition	335 Trent Jones Drive	\$133,000.00	Yes					\$133,000.00
	31	3	Oxbow 2nd Addition	409 Trent Jones Drive	\$136,000.00	Yes					\$136,000.00
	45	3	Oxbow 2nd Addition	434 Trent Jones Drive	\$114,000.00	No					\$0.00
	13	3	Oxbow 2nd Addition	772 River Bend Road	\$134,000.00	Yes					\$134,000.00
	3	3	Oxbow 2nd Addition	761 River Bend Road	\$104,000.00	Yes					\$104,000.00
	5	3	Oxbow 2nd Addition	775 River Bend Road	\$115,000.00	Yes					\$115,000.00
	33	3	Oxbow 2nd Addition	417 Trent Jones Drive	\$130,000.00	Yes					\$130,000.00
	4	1	Oxbow 4th Addition	343 Trent Jones Drive	\$143,000.00	Yes					\$143,000.00
	14	3	Oxbow 2nd Addition	768 River Bend Road	\$143,000.00	Yes					\$143,000.00
	4	3	Oxbow 2nd Addition	769 River Bend Road	\$101,000.00	Yes					\$101,000.00
	5	1	Oxbow 4th Addition	347 Trent Jones Drive	\$150,000.00	Yes					\$150,000.00
	32	3	Oxbow 2nd Addition	413 Trent Jones Drive	\$133,000.00	Yes					\$133,000.00
	1	3	Oxbow 2nd Addition	751 River Bend Road	\$114,000.00	Yes					\$114,000.00
	4	1	Oxbow 3rd Addition	437 Trent Jones Drive	\$95,000.00	Yes					\$95,000.00
	1	1	Oxbow 4th Addition	325 Trent Jones Drive	\$160,000.00	Yes					\$160,000.00
	12	3	Oxbow 2nd Addition	776 River Bend Road	\$131,000.00	Yes					\$131,000.00

Oxbow Lot Sales

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

Unassigned Lots	<u>Lot</u>	<u>Block</u>	<u>Addition</u>	<u>Address</u>	<u>Appraisal Price</u>
	1	2	Oxbow 3rd Addition	102 Westview Lane	\$105,000.00
	33	2	Oxbow 2nd Addition	103 Westview Lane	\$78,000.00
	2	2	Oxbow 3rd Addition	106 Westview Lane	\$58,000.00
	32	2	Oxbow 2nd Addition	107 Westview Lane	\$62,000.00
	3	2	Oxbow 3rd Addition	110 Westview Lane	\$52,000.00
	31	2	Oxbow 2nd Addition	111 Westview Lane	\$58,000.00
	4	2	Oxbow 3rd Addition	114 Westview Lane	\$52,000.00
	30	2	Oxbow 2nd Addition	115 Westview Lane	\$64,000.00
	1	3	Oxbow 3rd Addition	119 Westview Lane	\$90,000.00
	5	2	Oxbow 3rd Addition	120 Westview Lane	\$52,000.00
	2	3	Oxbow 3rd Addition	123 Westview Lane	\$100,000.00
	6	2	Oxbow 3rd Addition	124 Westview Lane	\$52,000.00
	3	3	Oxbow 3rd Addition	127 Westview Lane	\$158,000.00
	7	2	Oxbow 3rd Addition	128 Westview Lane	\$63,000.00
	8	2	Oxbow 3rd Addition	132 Westview Lane	\$63,000.00
	3	2	Oxbow 6th Addition	213 South Schnell Drive	\$69,000.00
	2	1	Oxbow 6th Addition	214 South Schnell Drive	\$114,000.00
	2	2	Oxbow 6th Addition	217 South Schnell Drive	\$72,000.00
	3	1	Oxbow 6th Addition	218 South Schnell Drive	\$94,000.00
	4	3	Oxbow 3rd Addition	221 South Schnell Drive	\$113,000.00
	4	1	Oxbow 6th Addition	222 South Schnell Drive	\$85,000.00
	5	3	Oxbow 3rd Addition	225 South Schnell Drive	\$95,000.00
	5	1	Oxbow 6th Addition	226 South Schnell Drive	\$85,000.00
	24	2	Oxbow 2nd Addition	229 South Schnell Drive	\$65,000.00
	6	1	Oxbow 6th Addition	232 South Schnell Drive	\$84,000.00
	22	2	Oxbow 2nd Addition	237 South Schnell Drive	\$78,000.00
	7	1	Oxbow 6th Addition	238 South Schnell Drive	\$125,000.00
	21	2	Oxbow 2nd Addition	241 South Schnell Drive	\$75,000.00
	8	1	Oxbow 6th Addition	242 South Schnell Drive	\$150,000.00
	20	2	Oxbow 2nd Addition	245 South Schnell Drive	\$75,000.00
	19	2	Oxbow 2nd Addition	249 South Schnell Drive	\$102,000.00
	18	2	Oxbow 2nd Addition	253 South Schnell Drive	\$73,000.00

Oxbow Lot Sales

	17	2	Oxbow 2nd Addition	257 South Schnell Drive	\$59,000.00
	16	2	Oxbow 2nd Addition	261 South Schnell Drive	\$76,000.00
	2	2	Oxbow 2nd Addition	304 Trent Jones Drive	\$76,000.00
	3	2	Oxbow 2nd Addition	308 Trent Jones Drive	\$75,000.00
	4	2	Oxbow 2nd Addition	312 Trent Jones Drive	\$75,000.00
	5	2	Oxbow 2nd Addition	316 Trent Jones Drive	\$70,000.00
	6	2	Oxbow 2nd Addition	320 Trent Jones Drive	\$64,000.00
	7	2	Oxbow 2nd Addition	324 Trent Jones Drive	\$69,000.00
	8	2	Oxbow 2nd Addition	328 Trent Jones Drive	\$87,000.00
	9	2	Oxbow 2nd Addition	332 Trent Jones Drive	\$89,000.00
	10	2	Oxbow 2nd Addition	336 Trent Jones Drive	\$102,000.00
	11	2	Oxbow 2nd Addition	340 Trent Jones Drive	\$87,000.00
	12	2	Oxbow 2nd Addition	344 Trent Jones Drive	\$80,000.00
	13	2	Oxbow 2nd Addition	348 Trent Jones Drive	\$84,000.00
	14	2	Oxbow 2nd Addition	352 Trent Jones Drive	\$98,000.00
	15	2	Oxbow 2nd Addition	356 Trent Jones Drive	\$73,000.00
	46	3	Oxbow 2nd Addition	430 Trent Jones Drive	\$113,000.00
	49	Lots			\$4,038,000.00

Total Lot Values (98 Lots)		\$10,616,151.00
Diversion Authority Share to Date		\$5,205,863.37
Cash Advance to Oxbow		\$375,000.00
Amount Reimbursed to Diversion Authority to Date		\$4,389,173.74
Remaining to be Reimbursed to Date		\$441,689.63

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF AN
INTERGOVERNMENTAL AGREEMENT (SERIES 2016) BETWEEN CASS COUNTY,
NORTH DAKOTA, AND THE CITY OF FARGO, NORTH DAKOTA; CONSENTING TO
LOAN AGREEMENTS BETWEEN WELLS FARGO BANK, N.A., AND CASS COUNTY,
NORTH DAKOTA; CONSENTING TO LOAN AGREEMENTS BETWEEN WELLS FARGO,
N.A., AND THE CITY OF FARGO, NORTH DAKOTA AND CONSENTING TO THE
ISSUANCE OF TEMPORARY SALES TAX REVENUE NOTES BY CASS COUNTY AND
THE CITY OF FARGO

RECITATIONS

WHEREAS, the Metro Flood Diversion Authority (the “Diversion Authority”) was created by a Joint Powers Agreement¹ (“JPA”), and pursuant to Section 11.03 of the JPA the Diversion Authority’s Board must consent and approve of the issuance of Debt Obligations² for the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013 (the “Project”); and

WHEREAS, the City of Fargo, North Dakota (the “City”) and Cass County, North Dakota (the “County”) previously determined it necessary to cooperate with each other with respect to obtaining interim financing (the “Series A Interim Debt Obligation”)³ for planning, design and the construction of the Project; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement, dated as of July 1, 2014 (the “Original Intergovernmental Agreement”), and a Supplemental Intergovernmental Agreement, dated as of May 1, 2015, (the “Supplemental Intergovernmental Agreement,” together with the Original Intergovernmental Agreement, the “Intergovernmental Agreement”), relating to Series A Interim Debt Obligation, the pledge by the County of ninety-one percent (91%) of the proceeds generated by the one-half percent (1/2%) sales and use tax imposed by Ordinance No. 2010-2 of the County, (the “County 2010-2 Sales Tax”) to the repayment of the Series A Interim Debt Obligation, and the pledge of the City of one hundred

¹ The Agreement effective as of June 1, 2016, between the City of Moorhead, a political subdivision of the State of Minnesota; the City of Fargo, a political subdivision of the State of North Dakota; Clay County, a political subdivision of the State of Minnesota; Cass County, a political subdivision of the State of North Dakota; and Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, to establish the duties, responsibilities and obligations of each party regarding the Project.

² Any loan, note, bond, or other security instrument issued by one or more of the Member Entities to provide either temporary or permanent financing of the Project.

³ The Series A Interim Debt Obligation consists of the original U.S. Bank County Loan and the original U.S. Bank City Loan, collectively, in the aggregate principal amount of one hundred million dollars (\$100,000,000).

percent (100%) of the proceeds generated by the one-half percent (1/2%) sales and use tax imposed by Article 3-21 of the Fargo Municipal Code (the “City 3-21 Sales Tax”) to the repayment of the Series A Interim Debt Obligation; and

WHEREAS, in 2014, the Diversion Authority and the City requested proposals for tax-exempt direct funded loans or draw-down lines of credit from multiple institutions, including U.S. Bank National Association (“U.S. Bank”); and

WHEREAS, the Diversion Authority, the County, and the City determined that the proposal of U.S. Bank was the lowest cost alternative; and

WHEREAS, the County entered into a Loan Agreement, dated as of July 1, 2014 (the “U.S. Bank County Loan Agreement”) for an initial loan from U.S. Bank in the maximum principal amount of \$50,000,000 (the “U.S. Bank County Loan”) as part of the Series A Interim Debt Obligation; and

WHEREAS, the City entered into a Loan Agreement, dated as of May 1, 2015 (the “U.S. Bank City Loan Agreement”), for an additional loan from U.S. Bank in the maximum principal amount of \$50,000,000 (the “U.S. Bank City Loan”), as part of Series A Interim Debt Obligation secured by the City 3-21 Sales Tax and the County 2010-2 Sales Tax; and

WHEREAS, the County and the City desire to prepay the U.S. Bank County Loan and the U.S. Bank City Loan by borrowing up to \$100,000,000 from Wells Fargo Bank, National Association (“Wells Fargo”) secured by the City 3-21 Sales Tax and the County 2010-2 Sales Tax, as applicable; and

WHEREAS, the County and the City have determined that the County will be the borrower of up to \$50,000,000 from Wells Fargo to prepay the U.S. Bank County Loan (the “County Refund Loan”) and that the City will be the borrower of up to \$50,000,000 from Wells Fargo to prepay the U.S. Bank City Loan (the “City Refund Loan”); and

WHEREAS, the County and the City have determined that the County will be the borrower of up to an additional \$50,000,000 from Wells Fargo, which loan (the “County Additional Loan”) constitutes a part of the Series B Interim Debt Obligation secured by a subordinate pledge of the City 3-21 Sales Tax and a first lien on the County 2010-2 Sales Tax; and

WHEREAS, the County and the City have determined that the City will be the borrower of up to an additional \$50,000,000 from Wells Fargo, which loan (the “City Additional Loan”)⁴ constitutes a part of the Series B Interim Debt Obligation secured by the City 3-21 Sales Tax and the County 2010-2 Sales Tax; and

⁴ The County Refund Loan, City Refund Loan, County Additional Loan, and City Additional Loan are collectively referred to as the Series B Interim Debt Obligation.

WHEREAS, the County and the City have received proposals and terms from Wells Fargo for the County Refund, the County Additional Loan Agreement, the City Refund Loan Agreement, and the City Additional Loan Agreement; and

WHEREAS, the County and the City desire to amend and reenact the Intergovernmental Agreement with the Intergovernmental Agreement (Series 2016) dated as of August 1, 2016 (the “Intergovernmental Agreement (Series 2016)”), to specifically set forth agreements with respect to the County Refund Loan, the County Additional Loan, the City Refund Loan, and the City Additional Loan, and to refund the U.S. Bank County Loan and the U.S. Bank City Loan; and

WHEREAS, the Diversion Authority has reviewed the Intergovernmental Agreement (Series 2016), dated as of August 1, 2016, and approves of the terms and conditions contained within the Intergovernmental Agreement (Series 2016); and

WHEREAS, the Diversion Authority has reviewed the Temporary Sales Tax Revenue Note Purchase Agreement by and between Cass County, North Dakota and Wells Fargo dated as of August 1, 2016, for the County Refund Loan and approves of the terms and conditions contained within the Temporary Sales Tax Revenue Note Purchase Agreement; and

WHEREAS, the Diversion Authority has reviewed the Loan Agreement by and between Cass County, North Dakota and Wells Fargo dated as of August 1, 2016, for the County Additional Loan Agreement and approves of the terms and conditions contained within the County Additional Loan Agreement; and

WHEREAS, the Diversion Authority has reviewed the Temporary Sales Tax Revenue Note Purchase Agreement by and between Fargo, North Dakota, and Wells Fargo dated as of August 1, 2016, for the City Refund Loan and approves of the terms and conditions contained within the Temporary Sales Tax Revenue Note Purchase Agreement; and

WHEREAS, the Diversion Authority has reviewed the Loan Agreement by and between Fargo, North Dakota, and Wells Fargo dated as of August 1, 2016, for the City Additional Loan Agreement and approves of the terms and conditions contained within the City Additional Loan Agreement.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Diversion Authority:

Section 1. Approval and Consent of the Intergovernmental Agreement (Series 2016). The Diversion Authority hereby consents and approves of the Intergovernmental Agreement (Series 2016) by and between the City and the County, dated as of August 1, 2016, which specifically sets forth agreements with respect to the County Refund Loan, the County Additional Loan, the City Refund Loan, and the City Additional Loan, and to refund the U.S. Bank County Loan and the U.S. Bank City Loan.

Section 2. Approval and Consent of Wells Fargo Loans with County. The Diversion Authority hereby consents and approves of the County borrowing up to \$50,000,000 from Wells Fargo for the County Refund Loan and up to \$50,000,000 from Wells Fargo for the County Additional Loan secured by and payable solely from ninety-one percent (91%) of the pledged County 2010-2 Sales Tax and the City 3-21 Sales Tax, with interest payable at that variable rate set forth in the proposal of Wells Fargo and in the form of the Temporary Sales Tax Revenue Note Purchase Agreement and the County Additional Loan Agreement, respectively. The Diversion Authority hereby approves the County entering the Temporary Sales Tax Revenue Purchase Agreement and the County Additional Loan Agreement with Wells Fargo and issuing the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of Cass County and the County Additional Note relating thereto substantially in the forms presented to the Diversion Authority at this meeting, with such changes, additions, or deletions as may be approved by the officers of the Diversion Authority signing such document, the Chair and the Secretary.

Section 3. Approval and Consent of Wells Fargo Loans with City. The Diversion Authority hereby consents and approves of the City borrowing up to \$50,000,000 from Wells Fargo for the City Refund Loan and up to \$50,000,000 from Wells Fargo for the City Additional Loan secured by and payable solely from ninety-one percent (91%) of the pledged County 2010-2 Sales Tax and the City 3-21 Sales Tax, with interest payable at that variable rate set forth in the proposal of Wells Fargo and in the form of the Temporary Sales Tax Revenue Note Purchase Agreement and the City Additional Loan Agreement, respectively. The Diversion Authority hereby approves the City entering the Temporary Sales Tax Revenue Agreement and the City Additional Loan Agreement with Wells Fargo and issuing the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of the City of Fargo and the City Additional Note relating thereto substantially in the forms presented to the Diversion Authority at this meeting, with such changes, additions, or deletions as may be approved by the officers of the Diversion Authority signing such document, the Chair and the Secretary.

Section 4. Acceptance of Wells Fargo Proposals. The governing body of the Diversion Authority has received proposals from Wells Fargo for the (county) Temporary Sales Tax Revenue Note Purchase Agreement, the County Additional Loan Agreement, the (city) Temporary Sales Tax Revenue Note Purchase Agreement, and the City Additional Loan Agreement which are hereby found and determined to be reasonable and advantageous are hereby accepted by the Diversion Authority.

Section 5. Authorization of Documents. The execution and delivery of the (county) Temporary Sales Tax Revenue Note Purchase Agreement, the County Additional Loan Agreement, the County, the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of Cass County, the (city) Temporary Sales Tax Revenue Note Purchase Agreement, the City Additional Loan Agreement, the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of the City of Fargo, and the Intergovernmental Agreement (Series 2016) are hereby approved and authorized to be executed and delivered in substantially the same form presented to the Flood Diversion Board at this meeting on behalf of Chair of the Cass County Commission and the Cass County Auditor, and the Mayor and City Auditor (the "Authorized Officers"), with such modification as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the (county) Temporary Sales Tax Revenue Note Purchase Agreement, the

County Additional Loan Agreement, the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of Cass County, the (city) Temporary Sales Tax Revenue Note Purchase Agreement, the City Additional Loan Agreement, the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of the City of Fargo, and the Intergovernmental Agreement (Series 2016), and to deliver them to Wells Fargo, which execution and delivery will be conclusive evidence of the approval of any modifications with respect to the (county) Temporary Sales Tax Revenue Note Purchase Agreement, the County Additional Loan Agreement, the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of Cass County, the (city) Temporary Sales Tax Revenue Note Purchase Agreement, the City Additional Loan Agreement, the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of the City of Fargo, and the Intergovernmental Agreement (Series 2016).

The Authorized Officers are hereby authorized and directed to execute and deliver such other necessary or appropriate agreements, certifications, and other documents in connection with the (county) Temporary Sales Tax Revenue Note Purchase Agreement, the County Additional Loan Agreement, the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of Cass County, the (city) Temporary Sales Tax Revenue Note Purchase Agreement, the City Additional Loan Agreement, the \$50,000,000 Temporary Sales Tax Revenue Note of 2016 of the City of Fargo, and the Intergovernmental Agreement (Series 2016).

In the event of the absence or unavailability of any Authorized Officer, the documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the County or the City to act on behalf of its Authorized Officers in such circumstances as the case may be.

In case any officer signing documents authorized to be executed and delivered by this Resolution shall cease to be such officer before or after the delivery of any such documents, such signature, nevertheless, shall be valid and remain sufficient for all purposes as if such officer had remained in office until such delivery or later applicable time.

Section 6. North Dakota Law Applies. This Resolution and any transactions contemplated herein will be controlled by the laws of the State of North Dakota.

Section 7. This Resolution shall take effect immediately upon adoption.

Dated: August 11, 2016

**METRO FLOOD DIVERSION
AUTHORITY**

APPROVED:

Darrell Vanyo, Chair

ATTEST:

Heather Worden, Secretary

Dated Approved: _____

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

**INTERGOVERNMENTAL
AGREEMENT**
(Series 2016)

BY AND BETWEEN

CASS COUNTY, NORTH DAKOTA
as County

AND

CITY OF FARGO, NORTH DAKOTA
as City

Dated as of August 1, 2016

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

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**INTERGOVERNMENTAL AGREEMENT
(Series 2016)**

This INTERGOVERNMENTAL AGREEMENT (the “Intergovernmental Agreement (Series 2016)”), dated as of August 1, 2016, by and between **CASS COUNTY, NORTH DAKOTA**, a political subdivision of the State of North Dakota (hereinafter “County”), and the **CITY OF FARGO, NORTH DAKOTA**, a political subdivision of the State of North Dakota (hereinafter “City”) amends and replaces the Intergovernmental Agreement, dated as of July 1, 2014 (the “Original Intergovernmental Agreement”), and the Supplemental Intergovernmental Agreement, dated as of May 1, 2015 (the “Supplemental Intergovernmental Agreement,” together with the Original Intergovernmental Agreement, the “Intergovernmental Agreement”), by and between the City and the County.

RECITALS

WHEREAS, the County enacted Ordinance No. 2010-2 establishing and regulating the County 2010-2 Sales Tax (as hereinafter defined); and

WHEREAS, the County 2010-2 Sales Tax imposes a one-half of one percent (1/2%) sales and use tax upon the gross receipts of retailers from all sales at retail, including the leasing or rental of tangible personal property, within the corporate limits of the County of Cass, North Dakota; and

WHEREAS, the proceeds of the County 2010-2 Sales Tax are dedicated for payment of expenses incurred for the engineering, land purchase, construction, and maintenance of a Red River Diversion and other flood control measures or the payment of special assessments or debt incurred for a Red River Diversion and other flood control measures as authorized by the Board of Cass County Commissioners; and

WHEREAS, the City has enacted Article 3-21 of the City of Fargo Municipal Code establishing and regulating the City 3-21 Sales Tax (as hereinafter defined); and

WHEREAS, the proceeds of the City 3-21 Sales Tax are dedicated for acquiring property, making, installing, constructing, or building improvements, and to engage in projects that are necessary for the goal of achieving protection from a five hundred (500) year flood event, and such proceeds may be pledged to support repayment of bonds or other debt instruments that may be sold or incurred to finance such costs; and

WHEREAS, the City and County desire to cooperatively pledge their respective sales and use taxes as security for the Required Payments (as herein defined) on temporary or long term financing for Project costs related to the Project (as herein defined); and

WHEREAS, the City and the County entered into the Original Intergovernmental Agreement, attached as Exhibit 1, in connection with a loan to the County in the maximum principal amount of \$50,000,000 (the “U.S. Bank County Loan”) pursuant to that certain Loan Agreement, dated as of July 1, 2014 (as amended, the “U.S. Bank County Loan Agreement”), by

and between the County and U.S. Bank National Association (“U.S. Bank”) and that certain promissory note of the County dated July 31, 2014 (the “U.S. Bank County Note”); and

WHEREAS, the U.S. Bank County Loan financed the costs of the Project¹ during the construction period thereof in anticipation of permanent financing and was secured by and payable from a lien on and pledge of the Pledged Sales Taxes; and

WHEREAS, pursuant to the Original Intergovernmental Agreement, the City and the County agreed with each other to pay one-half of the interest on the U.S. Bank County Loan, together with one-half of all costs of issuance fees, charges, and other amounts due pursuant to or in connection with the U.S. Bank County Loan (the “U.S. Bank County Loan Obligations”); and

WHEREAS, pursuant to the Original Intergovernmental Agreement, the County pledged ninety-one percent (91%) of the 2010-2 County Sales Tax, and the City pledged one-hundred percent (100%) of the City 3-21 Sales Tax, to the payment of the principal of and interest on, and as security for, the U.S. Bank County Loan and any Additional Loan (as defined in the Original Intergovernmental Agreement), and any bonds issued to refund the U.S. Bank County Loan and any Additional Loan; and

WHEREAS, pursuant to the Original Intergovernmental Agreement, the City pledged the proceeds of the City 3-21 Sales Tax for the payment of one-half (1/2) of the amounts paid by the County to U.S. Bank in accordance with the terms and conditions set forth in the U.S. Bank County Loan and any Additional Loan, such pledge being subordinate to the first and prior lien for the payment of the U.S. Bank County Loan and any Additional Loan; and

WHEREAS, the County pledged ninety-one (91%) of the County 2010-2 Sales Tax proceeds to reimburse the City for any payments by the City in excess of the City’s obligation to pay one-half (1/2) of the Loan Obligations (as defined in the Original Intergovernmental Agreement), such pledge being subordinate to the first and prior lien for the payment of the U.S. Bank County Loan and any Additional Loan; and

WHEREAS, the City pledged one-hundred percent (100%) of the City 3-21 Sales Tax proceeds to reimburse the County for any payments by the County in excess of the County’s obligation to pay one-half (1/2) of the Loan Obligations, such pledge being subordinate to the first and prior lien for the payment of the U.S. Bank County Loan and any Additional Loan; and

WHEREAS, the City and the County entered into the Supplemental Intergovernmental Agreement, attached as Exhibit 2, in connection with a loan to the City in the maximum principal amount of \$50,000,000 (the “U.S. Bank City Loan”) pursuant to that certain Loan Agreement, dated as of May 1, 2015 (as amended, the “U.S. Bank City Loan Agreement”), by and between

¹ The Project means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013 (hereinafter, the “Project”).

the City and U.S. Bank and that certain promissory note of the City dated May 29, 2015 (the “U.S. Bank City Note”); and

WHEREAS, the U.S. Bank City Loan financed the costs of the Project during the construction period thereof in anticipation of permanent financing and was secured by and payable from a lien on and pledge of the Pledged Sales Taxes; and

WHEREAS, pursuant to the Supplemental Intergovernmental Agreement, the City and the County agreed with each other to pay one-half of the principal of and interest on the U.S. Bank City Loan, together with one-half of all costs of issuance fees, charges, and other amounts due pursuant to or in connection with the U.S. Bank City Loan (the “U.S. Bank City Loan Obligations,” collectively with the U.S. Bank County Loan Obligations, the “U.S. Bank Loan Obligations”); and

WHEREAS, pursuant to the Supplemental Intergovernmental Agreement, the County pledged ninety-one percent (91%) of the County 2010-2 Sales Tax, and the City pledged one-hundred percent (100%) of the City 3-21 Sales Tax to secure amounts due with respect to the U.S. Bank City Loan in order to obtain the best financing terms; and

WHEREAS, pursuant to the Original Intergovernmental Agreement, the County and the City each pledged their respective Pledged Sales Taxes to the other, on a subordinated basis to the U.S. Bank City Loan, and to secure their own reimbursement obligation to the other; and

WHEREAS, the City and the County wish to enter into this Intergovernmental Agreement (Series 2016) to: (i) obtain financing to refund the U.S. Bank County Loan and the U.S. Bank City Loan by issuing new debt for the Project, (ii) obtain new money for the Project, and, (iii) pay the costs of issuance associated with debt issued for the Project; and

WHEREAS, the City and the County have determined they each will continue to pledge their Pledged Sales Tax toward repayment of future loans to finance construction costs of the Project during the construction period thereof in anticipation of permanent financing; and

WHEREAS, Section 22.01 of the Joint Powers Agreement requires that the Metro Flood Diversion Authority (the “Metro Flood Diversion Authority”) authorize Member Entities of the Metro Flood Diversion Authority to enter into sub-agreements for the purpose of fulfilling their obligations under the Joint Powers Agreement; and

WHEREAS, the County and the City have submitted this Intergovernmental Agreement (Series 2016) to the Metro Flood Diversion Authority for its review and comments prior to approval; and

WHEREAS, the Diversion Authority Board has consented to and approved this Intergovernmental Agreement (Series 2016); and

WHEREAS, pursuant to N.D.C.C. § 54-40-1, the County and the City do not intend to create a joint venture pursuant to this Intergovernmental Agreement (Series 2016), and this Intergovernmental Agreement (Series 2016) constitutes a contract between two political

subdivisions setting forth their specific rights and obligations with respect to the financing of the costs of the components of the Project and to refund the U.S. Bank County Loan and the U.S. Bank City Loan as set forth herein, as well as provide security for repayment of the Wells Fargo Loan.

NOW THEREFORE, IT IS HEREBY AGREED, that the Intergovernmental Agreement is amended and replaced in its entirety to read as follows:

ARTICLE I. DEFINITIONS

Section 1.01 DEFINED TERMS. As used in this Agreement, the following terms have the meanings specified below:

“Act” means Chapter 54-40 of the North Dakota Century Code, as amended from time to time.

“Authorized County Representative” means the Chairman of the Cass County Board of Commissioners and any other officer, member or employee of the County authorized by a certificate of the Cass County Auditor to perform the act or sign the document in question, and if there is no such authorization, means the Chairman of the Board. Any document delivered hereunder that is signed by an Authorized County Representative shall be conclusively presumed to have been authorized by all necessary action on the part of the Board and shall be conclusively presumed to have acted on behalf of the County.

“Authorized City Representative” means the Mayor and any other officer, member or employee of the City authorized by a certificate of the City Auditor to perform the act or sign the document in question, and if there is no such authorization, means the Mayor. Any document delivered hereunder that is signed by an Authorized City Representative shall be conclusively presumed to have been authorized by all necessary action on the part of the Commission and shall be conclusively presumed to have acted on behalf of the City.

“Board” means the Board of County Commissioners, the governing body of the County, and any successor thereto.

“City” means the City of Fargo, North Dakota, and its successors or assigns.

“City 3-21 Sales Tax” means the sales and use tax of the City, as defined in Article 3-21 of the City Code, that is pledged by the City to repayment of the City Loan Obligations, **Future Loan Obligations** and as security for such payments in the Intergovernmental Agreement and Intergovernmental Agreement (Series 2016) on a subordinate basis for repayment of the County Loan Obligations and reimbursement obligations to the County pursuant to the City’s Resolution Authorizing The Issuance Of \$50,000,000 Temporary Sales Tax Revenue Note Of 2016 Of The City Of Fargo, North Dakota, enacted on July __, 2016.

“City 3-21 Sales Tax Sunset Date” means December 31, 2029.

“City Additional Loan” means a loan, in addition to the City Refund Loan, of up to an additional \$50,000,000 from Wells Fargo to the City, which loan constitutes a part of the Series B Interim Debt Obligation secured by a subordinate pledge of the City 3-21 Sales Tax and a first lien on the County 2010-2 Sales Tax.

“City Additional Loan Agreement” means the Loan Agreement between Wells Fargo and the City, which contains the terms of the City Additional Loan, in which the City is the borrower of up to \$50,000,000 from Wells Fargo.

“City Additional Note” means a promissory note issued to Wells Fargo pursuant to the City Additional Loan.

“City Refund Loan” means a loan of up to \$50,000,000 from Wells Fargo to the City to prepay the U.S. Bank City Loan.

“City Refund Loan Agreement” means the Temporary Sales Tax Note Purchase Agreement between Wells Fargo and the City, which contains the terms of the City Refund Loan in which the City is the borrower of up to \$50,000,000 from Wells Fargo.

“City Refund Note” means the \$50,000,000 Temporary Sales Tax Revenue Note issued for the City Refund Loan.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations from time to time promulgated thereunder.

“Commission” means the Fargo City Commission.

“County” means Cass County, North Dakota, its successors and assigns.

“County 2010-2 Sales Tax” means the sales and use tax of the County, as defined in Cass County Ordinance No. 2010-2, which is dedicated in Resolution No. 2014-12 of the County and is pledged by the County to repayment of County Loan Obligations, Future Loan Obligations, and as security for such payments in the Intergovernmental Agreement and this Intergovernmental Agreement (Series 2016) on a subordinate basis for repayment of the City Loan Obligations and reimbursement obligations to the City pursuant to the County’s Resolution Authorizing The Issuance Of \$50,000,000 Temporary Sales Tax Revenue Note Of 2016 Of Cass County, North Dakota, enacted on ____, 2016.

“County 2010-2 Sunset Date” means March 31, 2031.

“County Additional Loan” means a loan, in addition to the County Refund Loan, of up to an additional \$50,000,000 from Wells Fargo to the County, which loan constitutes a part of the Series B Interim Debt Obligation secured by a subordinate pledge of the City 3-21 Sales Tax and a first lien on the County 2010-2 Sales Tax.

“County Additional Loan Agreement” means the Loan Agreement between Wells Fargo and the County, which contains the terms of the County Additional Loan, in which the County is the borrower of up to \$50,000,000 from Wells Fargo.

“County Additional Note” means a promissory note issued to Wells Fargo pursuant to the County Additional Loan Agreement.

“County Refund Loan” means a loan of up to \$50,000,000 from Wells Fargo to the County to prepay the U.S. Bank County Loan.

“County Refund Loan Agreement” means the Temporary Sales Tax Note Purchase Agreement between Wells Fargo and the City, which contains the terms of the City Refund Loan, in which the City is the borrower of up to \$50,000,000 from Wells Fargo.

“County Refund Note” means the \$50,000,000 Temporary Sales Tax Revenue Note, Series 2016, issued for the County Refund Loan.

“Default” means the occurrence of any event or the existence of any condition which, with the giving of notice, the passage of time, or both, would constitute an event of default.

“Draw” means a fully executed draw notice as described in the City Loan Agreement or County Loan Agreement, as applicable.

“Effective Date” means August 16, 2016.

“Future City Loans” means loans from Lenders to the City, either for temporary or permanent debt, to finance additional costs of the Project payable from proceeds of the Pledged Sales Taxes.

“Future County Loans” means loans from Lenders to the County, either for temporary or permanent debt, to finance additional costs of the Project payable from proceeds of the Pledged Sales Taxes.

“Future Loan Agreements” means loan agreements executed in connection with Future Loans.

“Future Loan Obligations” means all payments of principal, interest and Future Required Payments on any Future Loans.

“Future Loan Proceeds” means any proceeds from Future Loans.

“Future Loans” means Future County Loans and Future City Loans, collectively.

“Future Notes” means promissory notes executed in connection with Future Loans.

“Future Payment Obligations” means all payments of principal, interest, and Future Required Payments on Future Loans.

“Future Required Payments” means all other amounts, charges, costs, fees (including reasonable attorneys’ fees), expenses and sums due to Lenders under Future Loan Agreements and notes, and any other related documents, whether in the form of a direct reimbursement, or indemnity, payment obligation, and including all payment obligations of the City or the County to Lenders arising under any loan agreement or any other document related thereto, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising, and including interest and fees that accrue after the commencement by or against the County or City of any proceeding under any debtor relief laws naming such Person as the debtor in such proceeding (including interest accruing during the pendency of any bankruptcy, insolvency, receivership, or similar proceeding, regardless of whether allowed or allowable in such proceeding), regardless of whether such interest and fees are allowed claims in such proceeding.

“GAAP” means accounting principles generally accepted in the United States as set forth in the opinions and pronouncements of the Accounting Principles Board, the American Institute of Certified Public Accountants, and the Financial Accounting Standards Board, or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect on the date hereof.

“Governmental Authority” means any national, supra-national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public or statutory instrumentality, authority, body, board, agency, department, county, bureau, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary, or administrative powers or functions of or pertaining to government, or any arbitrator, mediator, or other person with authority to bind a party at law.

“Intergovernmental Agreement” has the meaning set forth in the introductory paragraph hereof.

“Intergovernmental Agreement (Series 2016)” means this Agreement.

“Intergovernmental Agreement (Series 2016) Effective Date” means August 16, 2016.

“Joint Powers Agreement” means the agreement effective as of June 1, 2016, between the City of Moorhead, a political subdivision of the State of Minnesota; the City of Fargo, a political subdivision of the State of North Dakota; Clay County, a political subdivision of the State of Minnesota; Cass County, a political subdivision of the State of North Dakota; and Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, to establish the duties, responsibilities and obligations of each party regarding the Project.

“Lenders” means those institutions with which the County or the City execute Future Loans and/or purchasers of Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt.

“Loan Obligations” means all payments of principal, interest, and Required Payments to the Wells Fargo Loan Agreements.

“Loan Proceeds” means any proceeds from the Wells Fargo Loan Agreements.

“Member Entities” shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District, which are parties to the Joint Powers Agreement. The term Member Entity does not include the City of West Fargo, North Dakota, Richland County, North Dakota, or Wilkin County, Minnesota.

“Metro Flood Diversion Authority” means the political subdivision created by the Joint Powers Agreement, pursuant to the Act, for the purpose of constructing, operating, and managing, or any combination thereof, the Project.

“Original Intergovernmental Agreement” has the meaning set forth in the introductory paragraph hereof.

“Party” or “Parties” means the City and/or the County, as applicable.

“Payment Obligations” means all payments of principal, interest, and Required Payments on the Wells Fargo Loan Agreements.

“Person” means any natural or legal person, county, city, municipality, public benefit corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority, or other entity.

“Pledge” means a grant of a security interest in the proceeds of the Pledged Sales Taxes as security and inducement for Lenders to enter into Future Loan Agreements and promise to use revenues from the Pledged Sales Taxes for the repayment of principal, interest, Required Payments, and Future Required Payments.

“Pledged Sales Taxes” means the County’s pledge of ninety-one (91%) of its Pledged Sales Tax and the City’s pledge of one-hundred percent (100%) of its respective Pledged Sales Tax to secure interest and principal due with respect to Wells Fargo to enter into the Loan Agreements or for any Future Loan.

“Project” means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013.

“Project Agreement” means a Public-Private Partnership Agreement as authorized by Chapter 48-02.1 of the North Dakota Century Code, by and between the Metro Flood Diversion Authority, or one or more Member Entities authorized by the Diversion Authority Board, and a

P3 Developer for design, construction, financing, operation and maintenance of the DCAI, the channel outlet, the Rush and Lower Rush River hydraulic structures, the Maple River aqueduct, the Sheyenne River aqueduct, the inflow design flood levee, associated railroad bridges, mitigation incorporated into the diversion channel and associated structures, and recreation structures/features associated with the diversion channel and located entirely within North Dakota.

“Required Payments” means (a) all Payments, and (b) all other amounts, charges, costs, fees (including reasonable attorneys’ fees), expenses and sums due the Purchaser under the City Additional Loan Agreement, the City Refund Loan Agreement, the County Additional Loan Agreement, the County Refund Loan Agreement, and the other Related Documents, whether in the form of a direct reimbursement, or indemnity, payment obligation, and including all payment obligations of the County or City, as applicable, to the Purchaser arising thereunder or under any other Related Document or otherwise with respect to the Note, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the County or City, as applicable, of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or similar proceeding, regardless of whether allowed or allowable in such proceeding), regardless of whether such interest and fees are allowed claims in such proceeding.

“Sales Tax Bonds” means temporary or permanent sales tax bonds that are secured by a pledge of either or both the County 2010-2 Sales Tax and/or the City 3-21 Sales Tax.

“Sales Tax Revenues” means, collectively, the City 3-21 City Sales Tax and the County’s 2010-2 Sales Tax.

“Sales Tax Revenue Bonds” means temporary or permanent sales tax revenue bonds that are secured by a pledge of either or both the County 2010-2 Sales Tax and/or the City 3-21 Sales Tax.

“State” means the State of North Dakota.

“Supplemental Intergovernmental Agreement” has the meaning set forth in the introductory paragraph hereof.

“U.S. Bank” has the meaning set forth in the recitals hereto.

“U.S. Bank City Loan” has the meaning set forth in the recitals hereto.

“U.S. Bank City Loan Agreement” has the meaning set forth in the recitals hereto.

“U.S. Bank City Note” has the meaning set forth in the recitals hereto.

“U.S. Bank County Loan” has the meaning set forth in the recitals hereto.

“U.S. Bank County Loan Agreement” has the meaning set forth in the recitals hereto.

“U.S. Bank County Note” has the meaning set forth in the recitals hereto.

“Wells Fargo” means Wells Fargo Bank, National Association.

“Wells Fargo Loan Agreements” includes all of the following agreements: (1) the Loan Agreement dated as of August 1, 2016, between the County and Wells Fargo (the County Additional Loan Agreement), (2) the Loan Agreement dated as of August 1, 2016, between the City and Wells Fargo (the City Additional Loan Agreement), (3) the Temporary Sales Tax Revenue Note Purchase Agreement dated as of August 1, 2016, between the County and Wells Fargo (the County Refund Loan Agreement), and (4) Temporary Sales Tax Revenue Note Purchase Agreement dated as of August 1, 2016, between the City and Wells Fargo (the City Refund Loan Agreement).

Section 1.02 TERMS GENERALLY. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s permitted successors and assigns, (c) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Intergovernmental Agreement (Series 2016) in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits, and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules, to this Intergovernmental Agreement (Series 2016), and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

Section 1.03 ACCOUNTING TERMS; GAAP. Except as otherwise expressly provided here, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time.

ARTICLE II. PURPOSE

Section 2.01 PURPOSE. This Intergovernmental Agreement (Series 2016) is made pursuant to N.D.C.C. § 54-40-1, which authorizes the joint and cooperative exercise of power common to the contracting Parties. The intent of this Intergovernmental Agreement (Series 2016) is to increase efficiencies with respect to financing the Project by allowing the Parties to cross-pledge the County 2010-2 Sales Tax and City 3-21 Sales Tax, as applicable, for the repayment of all Required Payments owed to Wells Fargo of, and security for, Future Loans,

Temporary Sales Tax Revenue Bonds and/or Sales Tax Revenue Bonds for the purpose of providing funds to reimburse the County and the City for expenses incurred in connection with the Project. The intent of this Intergovernmental Agreement (Series 2016) is to amend the terms of the Intergovernmental Agreement to authorize financing the proceeds of which will in part refund the U.S. Bank County Loan and the U.S. Bank City Loan and provide the authority to enter into the Wells Fargo Loan Agreements.

Section 2.02 NOT A SEPARATE POLITICAL SUBDIVISION. This Intergovernmental Agreement (Series 2016) does not create a joint venture, partnership, or a separate political subdivision. The Parties intend to exercise their common powers through action of their governing bodies.

ARTICLE III. TERM

Section 3.01 INTERGOVERNMENTAL AGREEMENT (SERIES 2016) EFFECTIVE DATE. This Intergovernmental Agreement (Series 2016) will be effective upon a release by U.S. Bank of its lien and security interest on the Pledged Sales Taxes or the date upon the closing date of the Wells Fargo Loan Agreements, whichever occurs first (the “Intergovernmental Agreement (Series 2016) Effective Date”).

Section 3.02 TERM. This Intergovernmental Agreement (Series 2016) shall be in full force and effect on the Intergovernmental Agreement (Series 2016) Effective Date, and the Intergovernmental Agreement (Series 2016) shall be for an indefinite term and shall continue until terminated or rescinded in accordance with the terms and conditions of this Intergovernmental Agreement (Series 2016) and the Wells Fargo Loan Agreements.

Section 3.03 TERMINATION. This Intergovernmental Agreement (Series 2016) may only be terminated by the mutual consent of the County, the City, and Wells Fargo evidenced by identical resolutions adopted by the applicable governing body. Provided, this Intergovernmental Agreement (Series 2016) may not be terminated prior to the retirement of any Wells Fargo Loan Agreements. Any termination will be without prejudice to any obligations or liabilities of any Parties already accrued prior to termination.

ARTICLE IV. THIRD PARTY BENEFICIARIES

Section 4.01 THIRD PARTY BENEFICIARIES. The County and the City expressly agree and acknowledged that this Intergovernmental Agreement (Series 2016) is made for the benefit of Wells Fargo. At any time during which Future Payment Obligations for which County 2010-2 Sales Tax or City 3-21 Sales Tax is pledged remain unsatisfied, or at any time County or City is otherwise in breach or default of its respective obligations hereunder. Lenders, including but not limited to Wells Fargo, can enforce pledge any time. Lenders, including but not limited to Wells Fargo, may enforce the terms and conditions of this Intergovernmental Agreement (Series 2016) including, without limitation, seeking a court order directing that Pledged Sales Taxes be paid directly to Lenders until all Future Payment Obligations are satisfied in full. In addition to the foregoing, Lenders shall have all other rights available to it at law or in equity, and all of the

rights and remedies provided hereunder are deemed cumulative and not exclusive of any rights or remedies provided by law or otherwise available to Lenders.

ARTICLE V. AUTHORIZATION FOR FUTURE LOANS

Section 5.01 AUTHORIZATION. The County and the City are hereby authorized to enter into Future Loan Agreements and/or issue Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, and any extensions thereof, subject to Section 5.02 of this Intergovernmental Agreement (Series 2016) and the conditions of the Wells Fargo Agreement.

Section 5.02 CONSENT. Neither the County nor the City will execute and deliver, or extend or modify, any Future Loans and/or issue Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, without receiving the prior consent of the other Party and Wells Fargo.

Section 5.03 FORM OF CONSENT. County and/or City consent to a Future Loan or the issuance of Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt by the City and/or County, and any modifications or extensions thereto, shall be in the form of a resolution. Such consent shall not be unreasonably withheld.

ARTICLE VI. LIMITED OBLIGATIONS

Section 6.01 LIMITED OBLIGATIONS. The Wells Fargo Loan Agreements, Future Loans, and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, authorized by this Intergovernmental Agreement (Series 2016) are special obligations of the County and the City payable solely from ninety-one percent (91%) of the one-half of one percent of the sales tax authorized by County's 2010-2 Sales Tax and one-half of one percent sales tax authorized by City 3-21 Sales Tax, and do not constitute a charge, lien, or encumbrance upon any property of the County or the City except for such sales taxes pledged for the payment thereof. The holder of the Future Notes, and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, or a participation therein, shall not ever have the right to compel any exercise of the general taxing authority of the County or the City to pay the principal of, or interest on, Future Notes and/or the Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, or to pay any other obligations payable pursuant to the Future Notes and/or issue Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt. The Future Note and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, are not general obligations of the County or the City and are not payable from the general fund or other moneys of the County or City, except Pledged Sales Taxes, and to the extent available therefrom. The County and the City shall have the right to spend sales tax revenues not necessary for the payment of amounts then due and payable pursuant to Future Notes and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, on any permitted purpose provided by the ordinances levying such pledged sales taxes.

ARTICLE VII. PLEDGE OF REVENUES

Section 7.01 DEDICATION AND PLEDGE OF COUNTY 2010-2 SALES TAX. The County hereby dedicates and pledges for payment of the principal and interest on, and as security for, Required Payments, Future County Loans, and/or issue Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, and any bonds issued to refund Future Loans, ninety-one percent (91%) of the County 2010-2 Sales Tax and the proceeds thereof. The proceeds of the County 2010-2 Sales Tax may be used by the County for any lawful purpose if no Event of Default has occurred under any of the Wells Fargo Loan Agreements and no default exists in the payment of Future Loans when due and payable. Such tax levy and dedication shall be irrevocable so long as any principal of and interest on Future Loans, and/or issue Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, or any bonds issued to refund Future Loans executed by, remain outstanding and unpaid. Provided, the County 2010-2 Sales Tax shall terminate on the County 2010-2 Sales Tax Sunset Date, unless prior to that date the electors of Cass County vote by a simple majority of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall constitute a first and prior lien on ninety-one percent (91%) of the County 2010-2 Sales Tax proceeds (determined after administrative fees charged for the collection of the tax).

Section 7.02 DEDICATION AND PLEDGE OF CITY 3-21 SALES TAX. The City hereby dedicates and pledges for payment of the principal and interest on, and as security for, Required Payments, Future City Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, and any bonds issued to refund Future Loans, one-hundred percent (100%) of the City 3-21 Sales Tax and the proceeds thereof. The proceeds of the City 3-21 Sales Tax may be used by the City for any lawful purpose if no Event of Default has occurred under any of the Wells Fargo Loan Agreements and no default exists in the payment of Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, when due and payable. Such tax levy and dedication shall be irrevocable so long as any principal of or interest on Future Loans, and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, or any bonds issued to refund Future Loans, remain outstanding and unpaid. Provided, the City 3-21 Sales Tax shall terminate on the City 3-21 Sales Tax Sunset Date, unless prior to that date the electors of the City vote by a super majority of sixty percent (60%) of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall constitute a first and prior lien on the City 3-21 Sales Tax proceeds (determined after administrative fees charged for the collection of the tax).

Section 7.03 SUBORDINATE PLEDGE OF COUNTY 2010-2 SALES TAX. The County hereby dedicates and pledges on a subordinate basis, the proceeds generated by the County 2010-2 Sales Tax to the repayment of the City Additional Loan, the City Additional Note, and the City Refund Note, in accordance with the terms and conditions of the Wells Fargo Loan Agreements. The proceeds of the County 2010-2 Sales Tax may be used by the County for any lawful purpose if no Event of Default has occurred under any of the Wells Fargo Loan Agreements and no default exists in the payment of Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, when due and payable. Such tax

levy and dedication shall be irrevocable so long as any principal of or interest on the City Additional Loan, the City Additional Note, and/or the City Refund Note, Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, or any bonds issued to refund Future Loans, remains outstanding and unpaid. Provided, the County 2010-2 Sales Tax shall terminate on the County 2010-2 Sales Tax Sunset Date, unless prior to that date the electors of the County vote by simple majority of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall be subordinate to the first and prior lien set forth in Section 7.01 of this Intergovernmental Agreement (Series 2016).

Section 7.04 SUBORDINATE PLEDGE OF CITY 3-21 SALES TAX. The City hereby dedicates and pledges on a subordinate basis, the proceeds generated by the City 3-21 Sales Tax to the repayment of the County Additional Loan, the County Additional Note, and the County Refund Note, in accordance with the terms and conditions of the Wells Fargo Loan Agreements. The proceeds of the City 3-21 Sales Tax may be used by the City for any lawful purpose if no Event of Default has occurred under any of the Wells Fargo Loan Agreements and no default exists in the payment of Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, when due and payable. Such tax levy and dedication shall be irrevocable so long as any principal of or interest on the County Additional Loan, the County Additional Note, and/or the County Refund Note, Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, or any bonds issued to refund Future Loans, remains outstanding and unpaid. Provided, the City 3-21 Sales Tax shall terminate on the City 3-21 Sales Tax Sunset Date, unless prior to that date the electors of the City vote by a super majority of sixty percent (60%) of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall be subordinate to the first and prior lien set forth in Section 7.02 of this Intergovernmental Agreement (Series 2016).

Section 7.05 SUBORDINATE PLEDGE OF SALES TAX FOR CROSS REIMBURSEMENT.

- (a) **County Pledge.** The County hereby dedicates and pledges for payment of the loan repayment obligation set forth in Section 8.02 of this Intergovernmental Agreement (Series 2016) and the reimbursement obligation set forth in Section 8.04 of this Intergovernmental Agreement (Series 2016) ninety-one percent (91%) of the County 2010-2 Sales Tax proceeds. The proceeds of the County 2010-2 Sales Tax may be used by the County for any lawful purpose if no default exists in the payment of the City Additional Loan, the City Additional Note, and/or the City Refund Note, Future Loan Obligations and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, due and payable. Such tax levy and dedication shall be irrevocable so long as any principal and interest on the Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, or any bonds issued to refund the Future Loans, remains outstanding and unpaid. Provided, the County 2010-2 Sales Tax shall terminate on the County 2010-2 Sales Tax Sunset Date, unless prior to that date, the electors of the County vote by a simple majority of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall be subordinate to the first and prior lien set forth in Section 7.01 of this Intergovernmental Agreement (Series 2016).

- (b) **City Pledge.** The City hereby dedicates and pledges for payment of the loan repayment obligation set forth in Section 8.02 of this Intergovernmental Agreement (Series 2016) and the reimbursement obligation set forth in Section 8.04 of this Intergovernmental Agreement (Series 2016) one-hundred percent (100%) of the proceeds of the City 3-21 Sales Tax. The proceeds of the City 3-21 Sales Tax may be used by the City for any lawful purpose if no default exists in the payment of the County Additional Loan, the County Additional Note, and/or the County Refund Note, Future Loan Obligations due and payable. Such tax levy and dedication shall be irrevocable so long as any principal and interest on the Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, or any bonds issued to refund the Future Loans, remains outstanding and unpaid. Provided, the City 3-21 Sales Tax shall terminate on the City 3-21 Sales Tax Sunset Date, unless prior to that date, the electors of the City vote by a super majority of sixty percent (60%) of those voting to extend the tax indefinitely or to a time certain. This dedication and pledge shall be subordinate to the first and prior lien set forth in Section 7.02 of this Intergovernmental Agreement (Series 2016).

ARTICLE VIII. AGREEMENT TO PAY DEBT SERVICE

Section 8.01 ACKNOWLEDGEMENT OF OBLIGATION. The City and the County hereby acknowledge that they are obligated and indebted to each other to pay one-half of the principal, interest, and other Future Required Payments set forth in Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, as of the Intergovernmental Agreement (Series 2016) Effective Date.

Section 8.02 PROMISE OF REPAYMENT. The County and the City hereby promise and agree to pay to each other one-half of the principal, interest, and other Future Required Payments set forth in Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt.

Section 8.03 REPAYMENT PROCEEDS. The City shall maintain a separate and distinct fund to track all Metro Flood Diversion Authority revenues and expenses as more fully described in Section 9.03 of this Intergovernmental Agreement (Series 2016). From this fund, the City shall pay when due the principal, interest, and other Future Required Payments set forth in Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt. The City shall then track the County's share of the payments made in connection Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt and provide the County with an accounting of the payments on Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt.

Section 8.04 REIMBURSEMENT OF OVERPAYMENT. In the event that either the City or the County ever pays more than one-half of Future Loan Obligations, and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, the entity

incurring the overpayment obligation shall be reimbursed by the other Party. This obligation shall be subordinate and a junior lien to the first and prior liens set forth in Sections 7.01 and 7.02 of this Intergovernmental Agreement (Series 2016).

ARTICLE IX. OVERSIGHT

Section 9.01 METRO FLOOD DIVERSION AUTHORITY APPROVAL. Prior to using Future Loan and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, Proceeds to pay costs necessarily incurred in connection with the Project or to refund the U.S. Bank City Loan and the U.S. Bank County Loan, the City and the County shall obtain recommendation for payment from the Metro Flood Diversion Authority Finance Committee and final approval of the payment from the Metro Flood Diversion Authority Board prior to the payment of expenses or refunding. The City and the County, in cooperation with the Metro Flood Diversion Authority Finance Committee, shall develop procedures for determining eligible project costs and for the tracking of Future Loan and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt Proceeds.

Section 9.02 DRAWS. The City and the County shall coordinate with the Diversion Finance Committee and determine when to make Draws on Future Loans. Prior to making any Draw, the City and the County shall obtain approval from the Metro Flood Diversion Authority Finance Committee. Proceeds from said Draws shall be deposited in an account and paid out in accordance with Section 9.01 of this Intergovernmental Agreement (Series 2016).

Section 9.03 DIVERSION FUND. Pursuant to and in accordance with Section 10.04 of the Joint Powers Agreement, the City will establish the FM Diversion Project Fund from which expenses incurred by the City and the County in connection with the Project expenses will be paid.

Section 9.04 FUNDS OPEN TO INSPECTION. At all times during the term of this Intergovernmental Agreement (Series 2016), both Parties shall make available their financial records with respect to the above-described funds. The Parties agree that GAAP procedures shall govern.

Section 9.05 ADMINISTRATIVE STAFF AUTHORIZATION. The finance officials of the City and the County are hereby authorized to establish written procedures to provide for payment of debt service on debt that may be incurred for the Project from time to time. These written procedures shall be on file with the Cass County Auditor and the City Auditor and available for public inspection. The finance officials shall also cooperate with respect to tax and arbitrage compliance rules and regulations.

ARTICLE X. COVENANTS

Section 10.01 COMPLIANCE WITH COVENANTS. The City and the County agree to comply with any and all covenants contained in Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt. The City and the

County do hereby covenant and agree that they will fully and properly perform each and all covenants contained and referred to in the Future Loans, or extension thereof and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt.

Section 10.02 OWNERSHIP OF PROPERTY ACQUIRED WITH LOAN PROCEEDS. The City and the County agree and acknowledge that, pursuant to the Act, they have entered into a Joint Powers Agreement, which established the Metro Flood Diversion Authority. Pursuant to the Joint Powers Agreement, the Metro Flood Diversion Authority will use the proceeds of the U.S. Bank City Loan, City Refund Loan, U.S. Bank County Loan, County Refund Loan, any Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, issued pursuant to this Intergovernmental Agreement (Series 2016) for an authorized governmental purpose, including but not limited to, land acquisition, design costs, engineering costs, and administrative costs associated with the Project. The land acquisition and construction of the Project will be undertaken by the Member Entities, under the direction of the Metro Flood Diversion Authority pursuant to and in accordance with the Joint Powers Agreement.

Section 10.03 ISSUANCE OF DEBT FOR PROJECT PERMITTED. The City and the County agree and acknowledge that the Act allows two or more North Dakota political subdivisions, having in common any portion of their territory, may cooperatively exercise their respective powers to enter into Future Loans for the purpose of constructing and acquiring the Project that will be owned or operated jointly or cooperatively by and through a joint powers agreement.

Section 10.04 COVENANTS TO LEVY AND COLLECT SALES TAX. Until Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, have been discharged as provided in Future Loan Agreements, or bond documents the City and the County hereby covenant and agree that they will fully and properly perform each and all of the covenants contained and referred to in the Intergovernmental Agreement, this Intergovernmental Agreement (Series 2016), and Future Loan Agreements, and each and all of the duties prescribed in the County 2010-2 Sales Tax Ordinance and the City 3-21 Sales Tax Ordinance. The City and the County also covenant that they shall levy and collect the County 2010-2 Sales Tax and the City 3-21 Sales Tax herein as necessary for the payment of all Future Loan Obligations and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt.

Section 10.05 COUNTY TO MAINTAIN TAX EXEMPT STATUS. The County covenants and agrees that it will not take or permit any of its officers, employees, or agents to take any action which would cause the interest payable in connection with the Future Loan Obligations and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt to become private activity bonds, or would cause the interest payable in connection with Future Loan Obligations and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt to become subject to taxation under the Code, as now existing or as hereinafter amended or proposed or in effect at the time of such action. The County agrees to monitor and take any action necessary to make rebate payments that may be required under the Code and regulations. Nothing herein will be construed as prohibiting the County from issuing taxable bonds or other taxable debt obligations.

Section 10.06 CITY TO MAINTAIN TAX EXEMPT STATUS. The City covenants and agrees that it will not take or permit any of its officers, employees, or agents to take any action which would cause the interest payable in connection with Future Loan Obligations and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt to become private activity bonds, or would cause the interest payable in connection with Future Loan Obligations and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt to become subject to taxation under the Code, as now existing or as hereinafter amended or proposed or in effect at the time of such action. The City agrees to monitor and take any action necessary to make rebate payments that may be required under the Code and regulations. Nothing herein will be construed as prohibiting the City from issuing taxable bonds or other taxable debt obligations.

ARTICLE XI. REFUNDING OF COUNTY AND U.S. BANK CITY LOANS

Section 11.01 AUTHORIZATION FOR REFUNDING. The County and the City are hereby authorized to prepay the U.S. Bank County Loan, U.S. Bank City Loan, and City Refund Loan by issuing Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt.

Section 11.02 RELEASE OF LIEN AND SECURITY INTEREST. Refunding of the U.S. Bank County Loan and the U.S. Bank City Loan are contingent upon U.S. bank releasing its lien and security interest in the Pledged Sales Taxes.

ARTICLE XII. MISCELLANEOUS

Section 12.01 TERMS SUPPLEMENTAL TO FUTURE LOAN AGREEMENTS. The terms of this Intergovernmental Agreement (Series 2016) are supplemental to the terms and conditions set forth in Future Loan Agreements and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt and, to the extent that they conflict with Future Loan Agreements and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, the terms of the Future Loan Agreements and/or Temporary Sales Tax Revenue Bonds and Sales Tax Revenue Bond shall prevail.

Section 12.02 WRITTEN AMENDMENT REQUIRED. No amendment, modification, or waiver of any condition, provision, or term will be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any Party of any default of another Party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties thereto under and pursuant to this Intergovernmental Agreement (Series 2016). During any period in which Future Loans and/or Sales Tax Revenue Bonds, Sales Tax Bonds, Project Agreement payment obligations, or other debt, or any extension thereof, remain unpaid, the Parties shall obtain written consent to amend or modify this Intergovernmental Agreement (Series 2016) from Lenders. The failure to obtain Lenders' written

consent to an amendment or modification, when required, shall result in the invalidation of any such amendment or modification.

Section 12.03 GRAMMATICAL CONSTRUCTION. Whenever the singular member is used herein, the same includes the plural where appropriate, and the words of any gender include any other genders where appropriate.

Section 12.04 DEFAULT. Upon the occurrence of any non-performance of either Party's obligations under this Intergovernmental Agreement (Series 2016) which has not been cured within thirty (30) Days after notice to the breaching Party, the non-breaching Party may take any one or more of the following remedial steps: (a) terminate this Intergovernmental Agreement (Series 2016); (b) suspend the non-breaching Party's performance under this Intergovernmental Agreement (Series 2016) until it receives assurances from the breaching Party satisfactory to the non-breaching Party that the breaching Party will cure such event of default and perform its obligations under this Intergovernmental Agreement (Series 2016); and/or (c) commence legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement, or obligation of the breaching Party; provided, however, that the provisions of this Section 12.04 shall, in all respects, be subject to the rights of Lenders as set forth in 4.01 hereof.

Section 12.05 SEVERABILITY CLAUSE. Each provision, section, sentence, clause, phrase, and word of this Intergovernmental Agreement (Series 2016) is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Intergovernmental Agreement (Series 2016).

Section 12.06 FORCE MAJEURE. Neither Party will be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike, or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Section 12.07 NOTICE. All notices, certificates, or other communications required under this Intergovernmental Agreement (Series 2016) will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to City:

City Auditor
City of Fargo
200 North 3rd Street
Fargo, ND 58102

If to County: County Auditor
Cass County
P.O. Box 2806
Fargo, ND 58108-2806

If to Lenders: At the addresses set forth in Future Loan
Agreements

Section 12.08 AGREEMENT BINDING ON SUCCESSORS. This Intergovernmental Agreement (Series 2016) will be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns.

Section 12.09 NORTH DAKOTA LAW APPLIES. This Intergovernmental Agreement (Series 2016) will be controlled by the laws of the State of North Dakota.

Section 12.10 RELATIONSHIP TO THE JOINT POWERS AGREEMENT. This Intergovernmental Agreement (Series 2016) is expressly authorized by the Joint Powers Agreement. Nothing in this Intergovernmental Agreement (Series 2016) is intended to amend, modify, or repeal any section or power of the Joint Powers Agreement. This Intergovernmental Agreement (Series 2016) is to be treated as an independent agreement and the third party beneficiaries to this Intergovernmental Agreement (Series 2016) are not entitled to assert any rights under the Joint Powers Agreement.

Section 12.11 WAIVER OF VENUE/SELECTION. The Parties stipulate and agree that the District Court of Cass County, North Dakota, will be the sole and exclusive venue for any lawsuit pertaining to this contract, and both Parties consent to the personal jurisdiction in said court in the event of any such lawsuit.

Section 12.12 EXECUTION IN COUNTERPARTS. This Intergovernmental Agreement (Series 2016) may be executed in counterparts with both the County and the City having a fully-executed counterpart.

CITY:

COUNTY:

CITY OF FARGO, NORTH DAKOTA

CASS COUNTY, NORTH DAKOTA

BY: _____
Timothy J. Mahoney, Mayor

BY: _____
Mary Scherling, Chair
Board of County Commissioners

BY: _____
Steven Sprague, City Auditor

BY: _____
Michael Montplaisir, County Auditor

2016 Diversion authority Budget - Proposed Revisions

Program Budget	FY2016 Total	Paid thru 30 June 2016 FY16	Encumbered & Paid thru 30 June 2016	Remaining FY16 Budget	Proposed Budget Re-Allocation	Revised FY16 Budget	Variance
PROGRAM	237,500,000	47,773,000	139,584,000	97,916,000	-	237,500,000	-
Land Acquisition	109,900,000	22,350,000	58,457,000	51,443,000	(27,585,856)	82,314,144	(27,585,856)
In Town Levees (WP-42)	12,816,032	10,977,078					
OHB Levee (WP-43)	43,687,571	10,130,896					
DCAI Phase 1 (50%)	10,000,000				(5,000,000)		
Staging Area (WP-38)	8,526,000	276,698			(5,000,000)		
CR16/17 and Gated Inlet (WP-26, WP-28)	1,228,371						
The following USACE projects go to bid April 2018 Wild Rice Control Structures	14,248,217				(14,000,000)		
Hardship	3,800,900				(1,500,000)		
Opportunistic	7,865,497				(2,085,856)		
Land Acquisition Mgmt	7,755,000	965,328					
Construction	88,000,000	15,143,000	54,116,000	33,884,000	(20,000,000)	68,000,000	(20,000,000)
In-Town Levees (WP-42)	53,026,600						
WP-42A.1/A.3: 4th St. Pump Station and Floodwall	9,458,410	2,235,414					
WP-42A.2: 2nd St. N Pump Station	3,231,532	2,395,134					
WP-42F.1S: Flood Control, 2nd St. N. So. of 3rd	16,396,882	4,192,631					
WP-42F.1N: Flood Control, 2nd St. N. No. of 3rd	16,500,000	1,007,992					
WP-42G	-						
WP-42C.1: Demolition, HoJo, Shakey's, FPS	-	650,166					
WP-42C.2: Demolition, Park East Apartments	2,179,776	953,903					
WP-42H.2: El Zagal Phase 2 Levee	2,100,000	363,822					
WP-42I: Mickelson Levee Extension	1,160,000						
WP-42D		879,049					
WP42-H1		224,012					
OHB Levee (WP-43)	10,640,166						
WP-43A 2014	-						
WP-43D.3A Preload	-						
333 Schnell Demo	-						
FY 2015 Schnell & Other Demos	257,500						
WP-43B/D/E: Pump Station, Gatewell, Road Raise, Levee	10,000,000	135,624			(10,000,000)	-	
Other	24,298,152						
Oxbow Development (OJDA)	636,000						
WP-28: CR16/17 Bridge	10,000,000				(10,000,000)	-	
Oxbow Country Club Golf Course (RTJ II)	7,023,661						
Diversion Channel (WP-01-02)	-						
Construction Management	2,750,000	42,449					
Services During Construction	3,049,491	2,062,804					
Materials Testing (Braun [WP43]; Terracon [WP42])	839,000						
Design/Permitting	7,500,000	2,145,000	5,311,000	2,189,000	(750,000)	6,750,000	(750,000)
HMG	5,720,331						
TO-1: Project Management	1,128,346	24,114					
TO-2: Reach 1 (CR-31 Bridge)	50,000						
TO-3: Reach 3 (I-29 N&S, CR-81 Bridges)	75,000						
TO-4: Reach 4 (CR-32 Bridge)	10,000						
TO-4: Reach 5 (CR-22 Bridge)	10,000						
TO-5: Post-Feasibility Analysis	(59,017)						
TO-6: Land Management Services	234,968	250,589					
TO-7: Recreation & Use Master Plan	10,000						
TO-8: Work-In-Kind	611,766						
TO-9: Hydrology & Hydraulic Modeling	619,935	264,697					
TO-10: Utility Design	181,602	6,133					
TO-11: Reach 6 (CR-20 Bridge)	50,000						
TO-12: CR-10 Bridge	-						
TO-13: Levee Design	998,134	620,755					
TO-14: Transportation & Local Drainage Plans-South	50,000						
TO-15: Draft Operations Plan	175,309	41,517					
TO-16: Permit Submittal Preparation and Other Related Services	227,908	182,201					
TO-18: CR16/17 Bridge Design	596,380	588,580					
TO-19: PPP Development	750,000				(750,000)		
Beaver Creek	111,000						
Task Order 01 - Cultural Resources Investigations	111,000	70,438					
URS	260,639						
Task Order 01 - Cultural Resources Investigations	260,639	95,975					
MN DNR	1,500,000						
Proj Mgmt/Legal/Financing	12,900,000	4,390,000	14,970,000	(2,070,000)	-	12,900,000	-
Corps	-						
PMC	7,840,000	2,188,762					
Legal	3,500,000	1,290,021					
Financing	1,506,209	911,217					
Mitigation	800,000	-	366,000	434,000	-	800,000	-
Riparian / Wetlands	-						
Cemeteries	-						
Agricultural	-						
Utility Relocates	17,000,000	1,466,000	4,085,000	12,915,000	-	17,000,000	-
In-Town Levee (WP-42) Utility Relocation	6,339,394						
CenturyLink	2,586,742						
CableOne	148,511						
702 Communications	75,953						
Enventis	1,491,567						
Xcel	874,255						
AT&T	162,366						
DCAI Utility Relocations	7,774,500						
Cass Rural Water	465,000						
Cass County Electric	696,000						
Cenex	1,203,000						
Century Link	219,000						
Midcontinent Communications	87,500						
WAPA	650,000						

2016 Diversion authority Budget - Proposed Revisions

Program Budget		FY2016 Total	Paid thru 30 June 2016 FY16	Encumbered & Paid thru 30 June 2016	Remaining FY16 Budget	Proposed Budget Re-Allocation	Revised FY16 Budget	Variance
	Magellan	900,000						
	Minnkota Power	3,554,000						
	OHB Ring Levee (WP-43) Utility Relocations	2,812,015						
	Cass Rural Water District	761,000						
	Cass County Electric	806,749						
	Sprint	350,000						
	Red River Communications	52,230						
	Midcontinent Communications	391,036						
	City of Fargo	451,000						
Retention		1,400,000	-	-	1,400,000	-	1,400,000	-
	Phase 1 Funding - Bois de Sioux WD, Brandrup 9	282,980						
	Phase 1 Funding - Bois de Sioux WD, RedPath	340,000						
	Phase 1 Funding - Bois de Sioux WD, Western 32	272,400						
	Phase 1 Funding - BRRWD, Stoney Creek	336,000						
	Phase 1 Funding - BRRWD, Upper South Branch	74,022						
	Phase 1 Funding - BRRWD, Barnesville Township	60,746						
	Phase 2 Funding - LA / Project Design	-						
	Phase 3 Funding - Construction	-						
Army Corps Local Share		-	2,279,000	2,279,000	(2,279,000)	+2,279,000	2,279,000	+2,279,000
Army Corps Local Share - Additional		-				+45,000,000	45,000,000	+45,000,000
P3 Procurement						+1,056,856	1,056,856	+1,056,856
	TQ-19- PPP Development					+750,000		
	Ashurst							
	Ernst & Young							
	AON							
	Onstead Twitchell							
	ACONEX					+306,856		