



DIVERSION AUTHORITY
FINANCE COMMITTEE
FARGO CITY COMMISSION CHAMBERS
FARGO, NORTH DAKOTA
WEDNESDAY, JUNE 26, 2019
4:00 P.M.

1. Call to order
 - a. Roll call of members
2. Approve minutes from previous meeting Pages 2-4
3. Approval of Bills Pages 5-13
4. Financial Report (Costin) Pages 14-27
5. PMC Financial Report (Kim Daily) Pages 28-36
6. Contracting Actions
 - a. DA Board Approved Contract Actions – recommendation (Redlinger) Pages 37-38
 - b. Co-Executive Director Approved Contract Actions – information Page 39
 - c. CCJWRD Approved Contract Actions – information Page 40
7. Other Business
 - a. Wells Fargo Loan (John Shockley) Pages 41-58
 - b. WIFIA Letter of Intent (John Shockley)
 - c. Property Status Report (Eric Dodds) Pages 59-67
8. Next Meeting: July 24, 2019
9. Adjournment

**FLOOD DIVERSION FINANCE COMMITTEE
MAY 22, 2019—4:00 PM**

1. MEETING TO ORDER

A meeting of the Flood Diversion Finance Committee was held on Wednesday, May 22, 2019, at 4:00 PM in the Fargo Commission Chambers, Fargo City Hall, with the following present: Fargo City Commissioner Tony Grindberg; Clay County Commissioner Jim Haney; Moorhead City Councilman Chuck Hendrickson; Cass County Joint Water Resource District Chairman Dan Jacobson; Fargo City Mayor Tim Mahoney; Moorhead Finance Director Karla McCall; Fargo City Assistant Administrator Michael Redlinger; and Cass County Commissioner Rick Steen. Fargo Finance Director Kent Costin; Fargo City Commissioner Tony Gehrig; Clay County Auditor/Treasurer Lori Johnson; Cass County Auditor Michael Montplaisir; and Cass County Commissioner Chad Peterson were absent.

Kim Daily of Jacobs; Eric Dodds of AE2S; and John Shockley of Ohnstad Twichell were also present.

2. APPROVAL OF MINUTES FROM PREVIOUS MEETING

MOTION, passed

Mr. Steen moved and Mr. Haney seconded to approve the minutes from the April 24, 2019, meeting as presented. Motion carried.

3. APPROVAL OF BILLS

MOTION, passed

Dr. Mahoney moved and Mr. Steen seconded to approve the bills in the amount of \$2,532,080.80, and to forward them to the Metro Flood Diversion Authority. On roll call vote, motion carried unanimously.

4. FINANCIAL UPDATE

Mr. Redlinger reviewed the financial statement for April. About \$18.1 million has been expended from the FY 2019 budget, and the total disbursed for the project to date is \$471,806,197. The net position is \$83.2 million.

Mr. Steen said the FY 2019 Cash Budget was just approved at the last meeting; however, the FY 2019 Summary Budget Report shows the outstanding encumbrances for Program Management to be \$23.4 million, leaving a remaining budget balance deficit of \$14.1 million. Mr. Steen asked how a recently approved budget could already show such a large deficit in this budget category.

Mr. Redlinger said an answer to that question can be provided before the full board meeting tomorrow.

MOTION, passed

Mr. Redlinger moved and Ms. McCall seconded to receive and file the Financial Statement for April as presented, with further notes to be received before the next full board meeting. On roll call vote, the motion carried unanimously.

5. PMC FINANCIAL REPORT

Kim Daily of Jacobs reviewed the Program Management Consultant (PMC) financial report, including the overall program status and the FY 2019 cash budget.

Ms. McCall said the year-to-date expenditures as listed in the PMC financial report differ from the monthly financial report from the fiscal agent. Ms. Daily said information on the discrepancy will be provided before the next board meeting.

MOTION, passed

Mr. Steen moved and Mr. Haney seconded to receive and file the PMC Financial Report for April as presented. On roll call vote, the motion carried unanimously.

6. CONTRACTING ACTIONS

Mr. Redlinger reviewed the following contracting actions:

- CH2M Hill (Task Order 2, Amendment 4 – Interim Program Management and Related Services)—extend period of performance to June 28, 2019, in the amount of \$775,000, while Task Order 5 continues to be developed.
- Schmidt & Sons (WP-50A – Property Structure Mitigation)—award construction contract in the amount of \$109,680.

MOTION, passed

Dr. Mahoney moved and Mr. Jacobson seconded to approve the contracting actions as presented. On roll call vote, the motion carried unanimously.

Ms. Daily reviewed the Co-Executive Director and Cass County Joint Water Resource District approved contracting actions.

7. LAND REPORT

Property Status Report

Eric Dodds of AE2S discussed the Property Status Report, which shows a growing number of acquired parcels along the channel. Appraisals are in process for a large group of parcels at this time, and hopefully by the end of June negotiations will be in progress.

Mr. Steen asked how a group of parcels shown on the status report will be impacted from the project. Mr. Dodds said the area in question has a road that will need to be widened, necessitating the acquisitions of small strips of land.

Ag Impacts Study

Mr. Dodds said the Diversion Authority originally contracted with NDSU to complete an Agricultural Impacts Study. Due to the implementation of Plan B and updated hydrology models, the study now needs to be updated to provide accurate information to appraise flowage easement values. The total cost of the study update is \$112,495, which is within the authority of the Co-Executive Directors to approve.

Mr. Grindberg said the indirect costs rate of 45% is typically reserved for large contracts and perhaps could be waived. Mr. Dodds said the current cost calculation is consistent with previous study contracts.

Dr. Mahoney said as the Co-Executive Directors are authorized to act on the approval of the study without the consent of the board, they should do so without action from this committee.

8. RENEWAL OF WELLS FARGO LOANS

Attorney John Shockley said Cass County and the City of Fargo have each taken out \$100 million loans from Wells Fargo to provide temporary cash flow for the project. Cass County has fully drawn their \$100 million loan, and the City of Fargo has drawn \$50,250,000 of their loan. As the loans are set to mature in 2019, Cass County and Fargo have each approved a loan extension, with a maturity date of July 30, 2021, and more favorable rates.

MOTION, passed

Dr. Mahoney moved and Mr. Steen seconded to approve the Resolution Approving and Consenting to Term Sheets from Wells Fargo Bank, N.A., to Cass County, North Dakota, and to the City of Fargo, North Dakota. Discussion: Dr. Mahoney asked when the loans will be paid off. Mr. Shockley said the financial advisors are reviewing the matter at this time. On roll call vote, the motion carried unanimously.

9. OTHER BUSINESS

Task Order 5

Dr. Mahoney asked if the delay of Task Order 5, which pertains to the PMC, will delay the P3 process. Mr. Grindberg said no.

Mr. Shockley said the goal is to recommence the P3 process this year and obtain P3 bids in 2020.

MN project funding

Dr. Mahoney asked about the status of Minnesota bills appropriating funding for the project. Mr. Hendrickson said a bonding bill is currently stalled in the special session.

10. NEXT MEETING

The next meeting is scheduled for June 26th at 4:00 PM.

11. ADJOURNMENT

MOTION, passed

On motion by Ms. McCall, seconded by Mr. Jacobson and all in favor, the meeting was adjourned at 4:30 PM.

Finance Committee Bills from June 2019

Vendor	Description		
Cass County Joint Water Resource District	Diversion Bills	\$	1,691,027.12
Dorsey & Whitney	Legal services rendered through April 30, 2019	\$	68,556.50
Ohnstad Twichell, P.C.	Professional services rendered	\$	103,969.91
Erik R. Johnson & Associates, Ltd.	Legal services rendered through April 25, 2019	\$	1,600.80
Total Bills Received through June 21, 2019		\$	1,865,154.33



Cass County
Joint Water
Resource
District

June 13, 2019

Dan Jacobson
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Ken Pawluk
Manager
Fargo, North Dakota

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

Greetings:

RE: Metro Flood Diversion Project
Oxbow-Hickson-Bakke Ring Levee Project
In-Town Levees Project

Enclosed please find copies of bills totaling \$1,691,027.12 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$1,678,230.10
Oxbow-Hickson-Bakke Ring Levee	12,345.30
In-Town Levees	451.72

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

Enclosures

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

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

Invoice Paid	Invoice Date	Invoice No.	Project No.	Vendor	Amount	Description
5/9/2019	4/29/2019	161954	130007	Ohnstad Twichell, P.C.	19,628.56	Legal-Diversion ROW Acquisition
5/9/2019	5/3/2019	162158	187007	Ohnstad Twichell, P.C.	501.00	Legal-Right of Entry 2018
5/9/2019	4/29/2019	162002	197007	Ohnstad Twichell, P.C.	141.50	Legal-ROW Wild Rice Structure
5/9/2019	5/3/2019	162159	187007	Ohnstad Twichell, P.C.	721.50	Legal-Bio/GEO Easements
5/9/2019	5/3/2019	162154	170007	Ohnstad Twichell, P.C.	5,774.00	Legal-Sauvageau Eminent Domain (224)
5/9/2019	4/29/2019	161966	170007	Ohnstad Twichell, P.C.	7,278.50	Legal-Upstream Mitigation Area
5/9/2019	4/29/2019	161980	187007	Ohnstad Twichell, P.C.	1,380.00	Legal-Diversion - Southern Embankment
5/9/2019	4/29/2019	161960	160007	Ohnstad Twichell, P.C.	6,850.50	Legal-Channel Phase I
5/9/2019	4/29/2019	161961	160007	Ohnstad Twichell, P.C.	4,860.00	Legal-Channel Phase II
5/9/2019	4/29/2019	161951	90007	Ohnstad Twichell, P.C.	877.50	Legal-Basin Project 2009
5/9/2019	4/29/2019	161959	160007	Ohnstad Twichell, P.C.	557.00	Legal-Basin Project 2009 - Inlet Structure
5/9/2019	4/23/2019	234017		Dakota Plains Ag	169.00	LP Gas and leak check
5/9/2019	4/25/2019	14703		Cass Rural Water Users District	32.00	service to 4848 Cty Rd 81
5/9/2019	4/25/2019	13818		Cass Rural Water Users District	27.12	service to 5021 171st Ave SE
5/9/2019	4/25/2019	14321		Cass Rural Water Users District	27.00	service to 16657 38th St SE
5/9/2019	4/25/2019	14028		Cass Rural Water Users District	28.19	service to 17465 49th St SE
5/9/2019	4/25/2019	14044		Cass Rural Water Users District	27.22	service to 17471 49th St SE
5/9/2019	4/25/2019	14110		Cass Rural Water Users District	27.43	Service to 17568 Pfiffer Dr
5/23/2019	5/23/2019			The Title Company	1,187,848.13	purchase Sauvageau etal property (OIN 224, 226)
5/23/2019	5/17/2019			The Title Company	182,942.24	RHPD reimb and closing costs for Greg Beyer (OIN 1126)
5/23/2019	5/3/2019	1799	2001	Houston-Moore Group	850.00	Engineering - Right-of-Entry Services
5/23/2019	5/3/2019	1800	2004	Houston-Moore Group	28,124.55	Engineering - Project Mgmt, ROW Services & Relocation Assistance
5/23/2019	4/30/2019	20206	3283-00	Houston-Moore Group	3,498.60	Acquisition
5/23/2019	5/16/2019	401606		ProSource Technologies LLC	770.00	Empty fuel oil and Glycol from floor
5/23/2019	5/6/2019	9142001		Red River Valley Coop Power Assoc	219.10	Service to 16678 3rd St S Moorehead
5/23/2019	5/7/2019	1125415		Cass County Electric Cooperative	45.41	Service to 4510 112 Av S
5/23/2019	5/15/2019	1129748		Cass County Electric Cooperative	80.10	Service to 5021 171 Ave SE
5/23/2019	5/7/2019	1108711		Cass County Electric Cooperative	74.05	Service to 16657 38th St SE
5/23/2019	5/7/2019	1123339		Cass County Electric Cooperative	220.26	Service to 17465 49 St S
5/23/2019	5/7/2019	1122560		Cass County Electric Cooperative	324.11	Service to 17471 49 St S
5/23/2019	5/7/2019	1154067		Cass County Electric Cooperative	14.80	Service to 17474 52nd St SE Garage
5/23/2019	5/7/2019	1154065		Cass County Electric Cooperative	34.39	Service to 17474 52nd St SE
5/23/2019	5/7/2019	1132078		The Title Company	185.07	Service to 17568 Pfiffer Dr
5/24/2019				The Title Company	222,749.40	property purchase for Greg and Mary Beyer
					1,371.87	Addl for Sauvageau
					Total	1,678,230.10

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Vendor	Amount	Description
5/9/2019	5/3/2019	162151	160007	Ohnstad Twichell, P.C.	3,252.81	Legal-Eminent Domain - Erickson
5/9/2019	4/29/2019	161955	140007	Ohnstad Twichell, P.C.	4,571.50	Legal-Oxbow-Hickson-Bakke Levee project
5/9/2019	3/31/2019	20111	2830-00	ProSource Technologies	4,505.99	Oxbow area work order - relocation
5/9/2019				Chris Champ	15.00	hook up fee for electric services at replacement home
					Total	12,345.30

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Vendor	Amount	Description
5/9/2019	4/30/2019	636187981		Xcel Energy	141.01	Electric service to 419 3rd St N
5/9/2019	4/30/2019	636191528		Xcel Energy	192.51	Gas service to 419 3rd St N
5/23/2019	5/7/2019	6000052129		City of Fargo	118.20	Service to 419 3 St N
					Total	451.72
					Grand Total	1,691,027.12



MINNEAPOLIS OFFICE
612-340-2600



(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

May 22, 2019
Invoice No. 3499883

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

For Legal Services Rendered Through April 30, 2019

INVOICE TOTAL

Total For Current Legal Fees	\$68,236.50
Total For Current Disbursements and Service Charges	\$320.00
Total For Current Invoice	\$68,556.50
Summary of Account	
*Prior Balance Due	\$127,021.50
Total Amount Due	\$195,578.00

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

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

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

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

(This account is only for Wire/ACH payments)
ABA Routing Number: 091000022
Account Number: 1047-8339-8282
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

May 31, 2019

Kent Costin
Finance Director
City of Fargo
225 4th Street North
Fargo, ND 58102

Re: Metro Flood Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated May 22, 2019 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through April 30, 2019 on the Metro Flood Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb



OHNSTAD TWICHELL, P.C.
Attorneys at Law

P.O Box 458
 West Fargo, ND 58078-0458
 701-282-3249

15-1395

JTS Invoice # 162855

Flood Diversion Board
 Bond Counsel Work - PPP

Date: June 18, 2019

To: Flood Diversion Board
 P.O Box 2806
 Fargo, ND 58108-2806

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	99.9	\$310.00	\$30,969.00
CMM	37.1	\$310.00	\$11,501.00
ADC	17.8	\$310.00	\$5,518.00
RGH	13.7	\$310.00	\$4,247.00
KJB	39.3	\$295.00	\$11,593.50
TJL	65.9	\$265.00	\$17,463.50
CBC	6.5	\$250.00	\$1,625.00
LWC	1.7	\$260.00	\$442.00
SRH	5.4	\$250.00	\$1,350.00
JDR	17.3	\$165.00	\$2,854.50
AJR	52.4	\$170.00	\$8,908.00
KJS	30.4	\$100.00	\$3,040.00
Total Fees:	387.4		\$99,511.50
Westlaw			\$255.02
AT&T			\$5.31
Travel			\$4,198.08
Total Expenses:			\$4,458.41
Grand Total			\$103,969.91

	2019 Rates
JTS John T. Shockley, Partner, Supervising Attorney	\$310.00
CMM Christopher M. McShane, Partner	\$310.00
ADC Andrew D. Cook, Partner	\$310.00
SNW Sarah M. Wear, Partner	\$310.00
RGH Robert G. Hoy, Partner	\$310.00
KJB Katie J. Bertsch, Associate	\$295.00
TJL Tyler J. Leverington, Associate	\$265.00
CBC Calley B. Campbell, Associate	\$250.00
LWC Lukas W. Croaker, Associate	\$260.00
SRH Stephen R. Hanson, Associate	\$250.00
ABG Bo Gruchala, Associate	\$250.00
CAS Carol A. Stillwell, Paralegal	\$165.00
JDR Joshua D. Roaldson, Paralegal	\$165.00
AJR Andrea J. Roman, Paralegal	\$170.00
LRK Lisa R. Kilde, Paralegal	\$160.00
CRA Christie R. Axness, Paralegal	\$140.00
KJS Kelsey J. Stock, Law Clerk	\$100.00

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 162855		Flood Diversion Board	Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES	
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$17,046.00	
151395-3	P3 Procurement	\$2,586.00	
151395-4	Public Finance Issues	\$11,474.00	
151395-5	Consultant Contract Review/Development	\$1,710.00	
151395-6	Support of External Litigation Counsel	\$1,205.00	
151395-7	Coordination with Member Entities	\$5,858.50	
151395-8	MNDNR Permit Issues	\$14,389.00	
151395-10	Insurance Issues	\$68.00	
151395-11	Legislative Interface/Lobbying Support	\$1,980.00	
151395-13	Third Party Utility MOU's	\$22,535.00	
151395-14	ICS Issues	\$14,556.50	
151395-17	EPA WIFIA Loan	\$6,103.50	
TOTAL		\$99,511.50	

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

City of Fargo-Auditor's Office
Attn: Kent Costin
225 4th Street North
Fargo, ND 58102

April 25, 2019
Invoice No. 2768

RE: Metro Flood Project-General Legal Matters

For Legal Services Rendered Through April 25, 2019

INVOICE TOTAL

Total for Current Legal Fees	\$1600.80
Total for Current Disbursements and Service Charges	\$
Total for Current Invoice	\$1600.80

Summary of Account

*Prior Balance Due	\$
Total Amount Due	\$1600.80

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

We appreciate your business.

Erik R. Johnson & Associates, Ltd

Attorneys at Law

Erik R. Johnson - Nancy J. Morris

505 Broadway - Suite 206

Fargo, ND 58102

(701) 280-1901

Invoice

City of Fargo -- Auditor's Office

Attn: Kent Costin

225 4th Street North

Fargo, ND 58102

Date	4/25/2019
Invoice #	2768-

Description	Amount
METRO FLOOD PROJECT -- GENERAL LEGAL MATTERS: Erik Johnson-March 26 thru April 25, 2019-itemization enclosed	904.80
Nancy J. Morris-March 26 thru April 25, 2019-itemization enclosed	696.00
<i>We appreciate your business.</i>	TOTAL: \$1,600.80

FM Metropolitan Area Flood Risk Management Project
 Fiscal Accountability Report Design Phase (Fund 790)
 As of 05/31/2019

	2011	2012	2013	2014	2015	2016	2017	2018	2019	Cumulative Totals
Revenues										
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	35,212,877	31,790,784	30,068,553	12,563,095	172,487,594
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	111,715,540	14,193,826	14,066,719	5,601,885	208,430,253
State Water Commission			3,782,215	602,918	31,056,740	101,436,302	23,650,143	10,229,504	14,296,402	185,054,224
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	-	-	706,805
Reimbursements						33,880	49,699	31,034	-	114,613
Lease/Rental Payments			17,358	154,180	180,341	260,806	350,720	466,494	70,010	1,499,908
Asset Sales				616,774	315,892	175,190	117,079	-	-	1,224,935
Interest Income							505,157	1,246,875	829,540	2,581,572
Miscellaneous			226	626	427		-	356	-	1,635
Total Revenues	984,751	17,005,957	19,517,490	44,425,900	94,465,340	235,574,227	70,657,409	56,109,535	33,360,933	572,101,541
Expenditures										
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	1,230,000	-	-	53,159,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	545,555	500,885	958,066	316,689	3,288,677
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,719,505	2,631,656	2,426,701	740,020	31,033,469
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	8,464,392	14,714,801	7,061,890	2,856,102	53,775,643
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	46,717,049	40,728,316	8,758,761	10,920,929	186,742,310
7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566	35,457	4,354	2,967	2,219,766
7940 WIK Mitigation - North Dakota				587,180			225,293	100,316	-	912,789
7941 WIK Mitigation - Minnesota										-
7950 Construction - North Dakota				1,738,638	19,269,055	42,263,916	5,976,235	805,378	5,275,860	75,329,081
7951 Construction - Minnesota										-
7952 Construction - O/H/B				11,282,504	5,044,001	776,720	7,365,462	7,478,270	449,607	32,396,564
7955 Construction Management				556,209	2,867,422	5,182,366	1,498,050	294,744	238,121	10,636,912
7980 Operations & Maintenance							6,403	28,538	41,493	76,435
7990 Project Financing		50,000	70,000	216,376	566,600	5,435,289	8,305,600	9,975,391	1,472,988	26,092,244
7995 Project Eligible - Off Formula Costs										-
7999 Non Federal Participating Costs	116						221,568			221,684
Total Expenditures	984,750	17,005,957	11,990,261	45,324,414	95,896,147	161,199,358	83,439,726	37,892,409	22,314,775	476,047,797

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
May 31, 2019

	Amount
Assets	
Cash	\$ 82,729,444
Receivables	
State Water Commission *	13,933,928
Proceeds from Oxbow Lot Sales	733,219
Total assets	97,396,591
 Liabilities	
Retainage payable	1,340,347
Rent Deposit	2,500
Total liabilities	1,342,847
 NET POSITION	
	\$ 96,053,744

* Receivable balance is as of 3.31.2019

FM Metropolitan Area Flood Risk Management Project
 FY 2019 Summary Budget Report (In Thousands)
 As of 31 May 2019

	2019 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	-	3,068	12,563			
Cass County	-	734	5,602			
State of ND - 50 % Match	-	6,650	6,877			
State of ND - 100% Match	-	6,482	7,419			
State of Minnesota	-	-	-			
Other Agencies	-	-	-			
Financing Proceeds	-	166	839			
Reimbursements	-	-	-			
Sales of Assets	-	-	-			
Property Income	-	-	70			
Miscellaneous	-	-	-			
Total Revenue Sources	162,723	17,099	33,370	-	-	129,352
Funds Appropriated						
Diversion Channel & Assoc. Infrastructure	14,948	83	502	0%	2,876	11,571
Southern Embankment & Assoc. Infrastructure	1,136	-	33	3%	2,334	(1,231)
Other Mitigation Projects	3,960	272	652	16%	736	2,572
In-Town Flood Protection	50,509	354	5496	11%	6,611	38,403
Enabling Work / Other	656	-	0	0%	-	656
Land Acquisition & Mitigation	66,519	2,533	10698	16%	20,814	35,007
Engineering & Design Fees	3,813	162	964	25%	4,989	(2,140)
Program Management	11,154	610	2484	22%	23,362	(14,692)
Contingency	-	-	0	0%	-	-
Debt Service	9,996	227	1445	14%	630	7,920
Maintenance	32	-	41	130%	-	(9)
Total Appropriations	162,724	4,242	22,315	14%	62,352	78,057

METRO FLOOD DIVERSION AUTHORITY

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Summary of Expenses

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Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-7910-429.33-20	5/28/2019	JB05190020	CITY OF FARGO-AUDITORS OFFICE	\$5,203.31	CHARGE FOR COF TIME-05/19	V00102	General & Admin. WIK
Other Services / Accounting Services				\$5,203.31			
790-7910-429.33-25	6/3/2019	734 P CARD BMO		\$71,072.52	Ohnstad Twichell PC	V00102	General & Admin. WIK
	5/30/2019	296724	OXBOW, CITY OF	\$3,485.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
Other Services / Legal Services				\$74,557.52			
790-7915-429.33-05	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$18,770.00	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$32,102.50	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$1,093.00	GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN
	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$11,745.00	UPSTREAM MITIGATION	V01622	MITIGATION SUPPORT SRVCS
	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$9,934.85	WORK IN KIND	V01626	WORK-IN-KIND (WIK)
	5/30/2019	296694	HOUSTON-MOORE GROUP LLC	\$26,872.00	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
	5/30/2019	296724	OXBOW, CITY OF	\$1,465.00	MOORE ENGINEERING, INC.	V02416	OXBOW MOU-MISC INFRA ENG
Other Services / Engineering Services				\$101,982.35			
790-7915-429.38-99	6/3/2019	734 P CARD BMO		\$7,250.00	MAP SERVICE CENTER	V03401	CLOMR SUBMITTAL RVIEW FEE
Other Services / Other Services				\$7,250.00			
790-7920-429.33-05	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$54,623.72	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
Other Services / Engineering Services				\$54,623.72			
790-7920-429.33-79	5/30/2019	296724	OXBOW, CITY OF	\$1,371.45	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
	5/30/2019	296724	OXBOW, CITY OF	\$1,641.45	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
	5/30/2019	296671	CH2M HILL ENGINEERS INC	\$545,819.07	INTERIM PROGRAM MANAGEMEN	V00208	CH2M HILL-4.2.18-10.12.18
Other Services / Construction Management				\$548,831.97			
790-7930-429.33-05	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$555.00	LAND MGMT SERVICES	V01606	LAND MANAGEMENT SERVICES
	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$3,253.00	BOUNDRY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$3,252.50	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$26,476.93	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$20,240.38	ULTIEG ENGINEERS	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$9,294.00	PROSOURCE TECHNOLOGIES, L	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$360.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$63,431.81			
790-7930-429.33-25	6/3/2019	734 P CARD BMO		\$2,639.00	Ohnstad Twichell PC	V00103	General & Admin. LERRDS
	6/3/2019	734 P CARD BMO		\$76,054.50	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal

METRO FLOOD DIVERSION AUTHORITY

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Summary of Expenses

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Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$15,275.57	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$5,567.16	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$77.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$3,081.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$5,678.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$434.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$4,992.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$1,393.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
Other Services / Legal Services				\$115,192.23			
790-7930-429.33-32	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$3,750.00	INTEGRA REALTY RESOURCES	V01201	Cass Joint Water ROE
Other Services / Appraisal Services				\$3,750.00			
790-7930-429.33-79	5/30/2019	296671	CH2M HILL ENGINEERS INC	\$294,314.02	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$294,314.02			
790-7930-429.38-99	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$560.00	ALL AMERICAN PLUMBING &	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Other Services				\$560.00			
790-7930-429.41-05	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$8.58	DIVERSION AUTHORITY (CASS	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$118.20	CITY OF FARGO	V01703	ND LAND PURCH - IN TOWN
Utility Services / Water and Sewer				\$126.78			
790-7930-429.52-30	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$52.28	MARSH & MCCLENNEN	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$5.72	MARSH & MCCLENNEN	V01701	ND LAND PURCH-OUT OF TOWN
Insurance / General Liability				\$58.00			
790-7930-429.62-50	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$238.43	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
Energy / Natural Gas				\$238.43			
790-7930-429.62-51	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$170.46	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$741.80	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$520.27	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$46.24	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$220.06	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$234.44	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$99.72	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
Energy / Electricity				\$2,032.99			

METRO FLOOD DIVERSION AUTHORITY

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Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-7930-429.67-11	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$39,900.00	JONATHAN & KRISTEN KUTZER	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$31,013.83	JONATHAN & KRISTEN KUTZER	V01701	ND LAND PURCH-OUT OF TOWN
Relocation / Residential Buildings				\$70,913.83			
790-7930-429.71-30	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$724,254.52	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$200,120.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$336,646.65	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$825,430.39	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$6,072.00	THE BANK OF NEW YORK MELT	V01703	ND LAND PURCH - IN TOWN
790-7930-429.71-30	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$2,000.00	BSNF RAILWAY CO	V01703	ND LAND PURCH - IN TOWN
Land / Land Purchases				\$2,094,523.56			
790-7930-429.80-17	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	-\$3,503.65	DIVERSION AUTHORITY (CASS	V01701	ND LAND PURCH-OUT OF TOWN
	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$772.94	DIVERSION AUTHORITY (CASS	V01703	ND LAND PURCH - IN TOWN
Debt Service / Property Tax - FMDA				-\$2,730.71			
790-7931-429.62-51	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$355.95	RED RIVER VALLEY COOP POW	V02302	MN LAND PURCHASE-HARDSHIP
Energy / Electricity				\$355.95			
790-7931-429.80-17	5/30/2019	296669	CASS COUNTY JOINT WATER RESOURCE DI	\$710.00	CLAY COUNTY AUDITOR-TREAS	V02302	MN LAND PURCHASE-HARDSHIP
Debt Service / Property Tax - FMDA				\$710.00			
790-7950-429.73-52	5/30/2019	296696	INDUSTRIAL BUILDERS INC	\$298,489.00	FLOOD MITIGATION	V02825	2ND ST S FLOOD MITIGATION
Infrastructure / Flood Control				\$298,489.00			
790-7952-429.33-05	5/9/2019	296238	HOUSTON-MOORE GROUP LLC	\$16,918.37	WP 43 SERV DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$19,814.51	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
Other Services / Engineering Services				\$36,732.88			
790-7952-429.73-52	5/9/2019	296262	MEYER CONTRACTING INC	\$183,718.95	OHB RING LEVEE-PHASE C/D	V04401	OHB RING LEVEE PHASES C&D
Infrastructure / Flood Control				\$183,718.95			
790-7955-429.33-05	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$45,489.89	SERVICES DURING CONSTUCTI	V02806	CONSTRUCTION SVCS WP42
Other Services / Engineering Services				\$45,489.89			
790-7955-429.33-06	5/9/2019	296299	TERRACON CONSULTING ENGINEERS	\$9,585.25	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
Other Services / Quality Control Testing				\$9,585.25			
790-7990-429.33-05	5/16/2019	296411	HOUSTON-MOORE GROUP LLC	\$1,740.00	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT

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Other Services / Engineering Services				\$1,740.00			
790-7990-429.33-25	6/3/2019	734 P CARD BMO		\$2,594.50	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$2,594.50			
790-7990-520.80-20	5/10/2019	JB05190011	CITY OF FARGO-AUDITORS OFFICE	\$115,303.79	4.1.19 WF INTEREST PMT	V02905	\$100M 2017 COF WF ADVANCE
	5/10/2019	JB05190011	CITY OF FARGO-AUDITORS OFFICE	\$112,020.65	5.1.19 WF INTEREST PMT	V02905	\$100M 2017 COF WF ADVANCE
Debt Service / Interest on Bonds				\$227,324.44			
Total Amount Invoiced this period				\$4,241,600.67			
					Less Paid Retainage		
					\$4,241,600.67 Total Less Paid Retainage		

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of May 31, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 202,103,752.57	\$ 181,289,781.35	\$ 20,813,971.22	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
CH2M HILL ENGINEERS INC	\$ 71,494,715.97	\$ 48,842,340.66	\$ 22,652,375.31	Program, Project, Construction and Land Management
ARMY CORP OF ENGINEERS	\$ 53,159,000.00	\$ 53,159,000.00	\$ -	Local Share
HOUSTON-MOORE GROUP LLC	\$ 49,481,224.44	\$ 42,537,835.79	\$ 6,943,388.65	Engineering Services
INDUSTRIAL BUILDERS INC	\$ 48,010,165.37	\$ 41,533,861.68	\$ 6,476,303.69	Const - 2nd St North Pump Station Project and 2nd Street Floodwall
INDUSTRIAL CONTRACT SERVICES I	\$ 17,605,821.19	\$ 17,493,762.16	\$ 112,059.03	Const - 4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	\$ 15,527,276.94	\$ 15,147,483.12	\$ 379,793.82	MOU Agreement
CITY OF FARGO	\$ 13,659,047.98	\$ 13,659,047.98	\$ -	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
MEYER CONTRACTING INC	\$ 12,149,874.79	\$ 12,129,612.10	\$ 20,262.69	Construction/Demolition Services
DORSEY & WHITNEY LLP	\$ 6,823,958.07	\$ 6,823,958.07	\$ -	Legal Services
ASHURST LLP	\$ 6,715,133.70	\$ 3,895,542.81	\$ 2,819,590.89	PPP (P3) Legal Counsel
CASS COUNTY TREASURER	\$ 5,225,551.43	\$ 5,225,551.43	\$ -	Property Taxes and Bank Loan Advance DS Payments
JP MORGAN CHASE-LOCKBOX PROCES	\$ 3,377,000.00	\$ 2,746,626.73	\$ 630,373.27	Financial Advisor
OHNSTAD TWICHELL PC	\$ 3,031,345.48	\$ 3,031,345.48	\$ -	ROE and Bonding Legal Fees
MINNESOTA DNR	\$ 2,632,755.60	\$ 2,632,755.60	\$ -	EIS Scoping
CENTURYLINK	\$ 2,586,742.00	\$ 2,586,742.00	\$ -	Utility Relocation
LANDWEHR CONSTRUCTION INC	\$ 2,316,627.66	\$ 2,305,622.16	\$ 11,005.50	Const - In-Town Demolition Contracts
URS CORPORATION	\$ 1,922,118.42	\$ 1,805,670.90	\$ 116,447.52	Engineering Services
KENNELLY & OKEEFFE	\$ 1,729,110.56	\$ 1,729,110.56	\$ -	Home Buyouts
HOUGH INCORPORATED	\$ 1,639,524.33	\$ 1,639,524.33	\$ -	Const - 2nd Street South Flood Control
REINER CONTRACTING INC	\$ 1,599,646.21	\$ 1,599,646.21	\$ -	Const - El Zagal Flood Risk Management
CONSOLIDATED COMMUNICATIONS	\$ 1,063,096.11	\$ 1,063,096.11	\$ -	Utility Relocation
ORACLE AMERICA, INC	\$ 1,015,290.00	\$ 306,856.00	\$ 708,434.00	Electronic Data Mgmt and Record Storage System
TERRACON CONSULTING ENGINEERS	\$ 909,149.49	\$ 840,105.41	\$ 69,044.08	Materials Testing
RILEY BROTHERS CONSTRUCTION	\$ 807,871.82	\$ 807,871.82	\$ -	Construction - County Roads 16 & 17 Realignment
XCEL ENERGY	\$ 753,515.88	\$ 753,515.88	\$ -	Utility Relocation
MOORE ENGINEERING INC	\$ 662,468.17	\$ 662,468.17	\$ -	Engineering Services
US BANK	\$ 626,849.03	\$ 626,849.03	\$ -	Loan Advance DS Payments
DUCKS UNLIMITED	\$ 587,180.00	\$ 587,180.00	\$ -	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	\$ 576,669.57	\$ 576,669.57	\$ -	Engineering Services
ERIK R JOHNSON & ASSOCIATES	\$ 558,678.83	\$ 557,078.03	\$ 1,600.80	Legal Services
RED RIVER BASIN COMMISSION	\$ 500,000.00	\$ 500,000.00	\$ -	Retention Projects - Engineering Services
CROWN APPRAISALS INC	\$ 500,000.00	\$ 500,000.00	\$ -	Flowage Easements Valuation
HOFFMAN & MCNAMARA NURSERY&LAN	\$ 486,502.29	\$ 464,141.16	\$ 22,361.13	Construction - Landscape
NORTHERN TITLE CO	\$ 484,016.00	\$ 484,016.00	\$ -	Land Purchases
AT & T	\$ 461,031.30	\$ 461,031.30	\$ -	Utility Relocation
SCHMIDT AND SONS CONSTRUCTION	\$ 460,858.00	\$ 351,178.00	\$ 109,680.00	Oxbow Housing Relocation
BRAUN INTERTEC CORP	\$ 431,381.25	\$ 372,643.04	\$ 58,738.21	Quality Testing
ACONEX (NORTH AMERICA) INC	\$ 306,856.00	\$ 306,856.00	\$ -	Electronic Data Mgmt and Record Storage System
BEAVER CREEK ARCHAEOLOGY	\$ 291,990.00	\$ 146,109.77	\$ 145,880.23	Engineering Services
702 COMMUNICATIONS	\$ 266,892.07	\$ 266,892.07	\$ -	Utility Relocation
SPRINT	\$ 256,409.37	\$ 256,409.37	\$ -	Utility Relocation

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of May 31, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
FARGO MOORHEAD METROPOLITAN	\$ 253,858.35	\$ 253,858.35	\$ -	Lidar Imaging
AON RISK SERVICES CENTRAL, INC	\$ 240,000.00	\$ 183,813.50	\$ 56,186.50	P3 Risk Advisory Services
NDSU BUSINESS OFFICE	\$ 231,650.00	\$ 183,408.50	\$ 48,241.50	Ag Risk Study Services
BUFFALO-RED RIVER WATERSHED DI	\$ 221,568.00	\$ 221,568.00	\$ -	Retention Projects - Engineering Services
CASS RURAL WATER USERS DIST	\$ 213,335.00	\$ 213,335.00	\$ -	Utilities and Utility Relocation
ROBERT TRENT JONES	\$ 200,000.00	\$ 200,000.00	\$ -	Oxbow MOU - Golf Course Consulting Agreement
FREDRIKSON & BYRON, PA	\$ 181,230.06	\$ 181,230.06	\$ -	Lobbying Services
SPRINGSTED INCORPORATED	\$ 178,010.15	\$ 178,010.15	\$ -	Financial Advisor
S & S LANDSCAPING CO INC	\$ 150,528.50	\$ 31,123.00	\$ 119,405.50	Construction - Landscape
PFM PUBLIC FINANCIAL MANAGEMEN	\$ 146,460.00	\$ 146,460.00	\$ -	Financial Advisor
GRAY PANNELL & WOODWARD LLP	\$ 143,800.68	\$ 143,800.68	\$ -	Legal Services
AT&T NETWORK OPERATIONS	\$ 125,238.30	\$ 125,238.30	\$ -	Utility Relocation
CENTURYLINK ASSET ACCOUNTING-B	\$ 118,871.82	\$ 118,871.82	\$ -	Utility Relocation
ENVENTIS	\$ 115,685.62	\$ 115,685.62	\$ -	Utility Relocation
UNITED STATES GEOLOGICAL SURVE	\$ 104,600.00	\$ 104,600.00	\$ -	Stage Gage Installation
CASS COUNTY ELECTRIC-4100 32 A	\$ 104,195.00	\$ 97,995.00	\$ 6,200.00	Utility Services / Relocation
EL ZAGAL TEMPLE HOLDING CO	\$ 76,000.00	\$ 76,000.00	\$ -	Easement Purchase for El Zagal Levee
HKA GLOBAL, INC	\$ 74,353.00	\$ 74,353.00	\$ -	Professional Services
GERSON LEHRMAN GROUP, INC.	\$ 60,819.00	\$ 60,819.00	\$ -	Legal Services
NIXON PEABODY LLC	\$ 60,000.00	\$ 60,000.00	\$ -	Legal Services
ADVANCED ENGINEERING INC	\$ 50,000.00	\$ 50,000.00	\$ -	Public Outreach
IN SITU ENGINEERING	\$ 47,973.00	\$ 47,973.00	\$ -	Quality Testing
US GEOLOGICAL SURVEY	\$ 46,920.00	\$ 46,920.00	\$ -	Stage Gage Installation
WARNER & CO	\$ 40,567.00	\$ 40,567.00	\$ -	General Liability Insurance
MIDCONTINENT COMMUNICATIONS	\$ 37,318.95	\$ 37,318.95	\$ -	Utility Relocation
CLAY COUNTY AUDITOR	\$ 34,538.71	\$ 34,538.71	\$ -	Property Tax, Home Buyout Demo
AMERICAN ENTERPRISES INC	\$ 34,000.00	\$ 34,000.00	\$ -	Test Pits
GEEKON INC	\$ 33,815.36	\$ 33,815.36	\$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	\$ 33,066.02	\$ 33,066.02	\$ -	Property Management Services
CPS HR CONSULTING	\$ 32,793.22	\$ 32,793.22	\$ -	HR Consulting
NAASTAD BROTHERS, INC	\$ 30,856.40	\$ -	\$ 30,856.40	Roadway Ditch Work
WESTERN AREA POWER ADMINISTRAT	\$ 30,000.00	\$ 30,000.00	\$ -	P3 Support Services
ND WATER USERS ASSOCIATN	\$ 25,000.00	\$ 25,000.00	\$ -	Membership Dues
XCEL ENERGY-FARGO	\$ 16,275.85	\$ 16,275.85	\$ -	Utility Relocation
PRIMORIS AEVENIA INC	\$ 16,230.00	\$ 16,230.00	\$ -	Utility Relocation
MOORHEAD, CITY OF	\$ 15,062.90	\$ 15,062.90	\$ -	ROE Legal Fees
MAP SERVICE CENTER	\$ 14,500.00	\$ 14,500.00	\$ -	Permit fee
BRIGGS & MORGAN PA	\$ 12,727.56	\$ 12,727.56	\$ -	Legal Services
PROSOURCE TECHNOLOGIES, INC	\$ 8,324.94	\$ 8,324.94	\$ -	Vibrating Wire Piezometer Equipment
NEWMAN SIGNS INC	\$ 5,816.00	\$ 5,816.00	\$ -	Sinage
ONE	\$ 3,575.00	\$ 3,575.00	\$ -	Legal Services
MCKINZIE METRO APPRAISAL	\$ 3,200.00	\$ 3,200.00	\$ -	Appraisal Services
STUDIO 7 PRODUCTIONS	\$ 3,170.00	\$ 3,170.00	\$ -	Video Productions
BUILDING & GROUNDS MANAGEMENT	\$ 2,592.50	\$ 2,592.50	\$ -	Lawn Mowing Services

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of May 31, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
SEIGEL COMMUNICATIONS SERVICE	\$ 2,345.00	\$ 2,345.00	\$ -	Public Outreach
BNSF RAILWAY CO	\$ 2,325.00	\$ 2,325.00	\$ -	Permits for In-Town Levee Projects
COUGAR TREE CARE INC	\$ 2,300.00	\$ 2,300.00	\$ -	Tree Removal
FORUM COMMUNICATIONS (LEGALS)	\$ 2,224.20	\$ 2,224.20	\$ -	Advertising Services
FORUM COMMUNICATIONS (ADVERT)	\$ 1,743.77	\$ 1,743.77	\$ -	Advertising Services
NORTH DAKOTA TELEPHONE CO	\$ 1,697.00	\$ 1,697.00	\$ -	Communication
ERBERT & GERBERTS SUBS	\$ 1,232.29	\$ 1,232.29	\$ -	lunches for the task force meetings
HUBER, STEVE	\$ 1,056.43	\$ 1,056.43	\$ -	Home Buyouts
WARREN TOWNSHIP	\$ 1,023.72	\$ 1,023.72	\$ -	SEEDING, ROAD REPAIR, DUST CONTROL
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
NDSU-DINING-STORE 685	\$ 701.75	\$ 701.75	\$ -	Meeting Incidentals
RED RIVER TITLE SERVICES INC	\$ 675.00	\$ 675.00	\$ -	Abstract Updates
HEARTLAND SEEDS, INC.	\$ 600.00	\$ 600.00	\$ -	Lawn Mowing Services
BNSF RAILWAY COMPANY	\$ 600.00	\$ 600.00	\$ -	MOU Agreement
CIVIL DESIGN INC	\$ 595.00	\$ 595.00	\$ -	MOU Agreement
RED RIVER VALLEY COOPERATIVE A	\$ 536.96	\$ 536.96	\$ -	Electricity - Home Buyouts
FERRELLGAS	\$ 496.00	\$ 496.00	\$ -	Propane - Home Buyouts
BROKERAGE PRINTING	\$ 473.33	\$ 473.33	\$ -	Custom Printed Forms
DAWSON INSURANCE AGENCY	\$ 388.52	\$ 388.52	\$ -	Property Insurance - Home Buyouts
KOCHMANN, CARTER	\$ 315.00	\$ 315.00	\$ -	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	\$ 250.00	\$ 250.00	\$ -	Job Description Review
DONS PLUMBING	\$ 240.00	\$ 240.00	\$ -	Winterize - Home Buyouts
HARWOOD TOWNSHIP, CASS, ND	\$ 208.91	\$ 208.91	\$ -	Township Meeting Expenses
WALMART STORE #4352	161.97	\$ 161.97	\$ -	Meeting Incidentals
CURTS LOCK & KEY SERVICE INC	138.1	\$ 138.10	\$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116	\$ 116.00	\$ -	Meeting Incidentals
LANE, BARRET	108.77	\$ 108.77	\$ -	Lodging Expense
FEDERAL EXPRESS CORPORATION	71.89	\$ 71.89	\$ -	Postage
Grand Total	\$ 538,399,996.99	\$ 476,047,797.05	\$ 62,352,199.94	

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of May 31, 2019**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
Commercial Relocations - Fargo						
Park East Apartments - 1 2nd St S	6/23/2015	9,240,246.10	-	708,126.94	-	9,948,373.04
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	3,752,607.61	(1,100.00)	7,017,587.21
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	6,469,727.55	-	8,373,203.33
Mid America Steel - NP Ave, North	6/21/2016	437,371.41	-	5,370,000.00	-	5,807,371.41
Case Plaza - 117 NP Ave N	1/12/2017	250,449.12	-	-	-	250,449.12
Shakey's Pizza - DFI AP LLC - 203 4th Ave N	3/21/2017	1,002,367.69	-	-	-	1,002,367.69
Home Buyouts - Fargo						
1322 Elm St N	11/19/2014	347,270.27	-	47,168.14	-	394,438.41
1326 Elm St N	12/23/2014	230,196.41	-	8,001.02	-	238,197.43
1341 N Oak St	1/29/2015	309,888.24	-	78,889.24	-	388,777.48
1330 Elm St N	2/12/2015	229,982.44	-	62,362.63	-	292,345.07
18 North Terrace N	4/2/2015	129,698.25	-	44,688.72	-	174,386.97
1318 Elm St N	5/29/2015	229,012.67	-	55,452.01	-	284,464.68
724 North River Road	6/8/2015	194,457.83	-	35,615.30	-	230,073.13
1333 Oak Street N	6/24/2015	238,513.23	-	5,249.00	-	243,762.23
26 North Terrace N	9/11/2015	138,619.58	-	12,620.00	-	151,239.58
16 North Terrace N	9/24/2015	227,987.50	-	96,717.14	-	324,704.64
24 North Terrace N	11/25/2015	182,437.38	-	29,269.60	-	211,706.98
1314 Elm Street N	12/18/2015	225,800.09	-	42,025.00	-	267,825.09
12 North Terrace N	2/9/2016	10,191.00	-	-	-	10,191.00
1313 Elm Street N	1/23/2017	350,000.00	-	3,360.00	-	353,360.00
Home Buyouts - Moorhead						
387 170th Ave SW	11/1/2013	281,809.91	-	-	(8,440.00)	273,369.91
16678 3rd St S		214,000.00	-	84,060.80	-	298,060.80
Home Buyouts - Oxbow						
105 Oxbow Drive	11/28/2012	216,651.85	-	-	(181,249.54)	35,402.31
744 Riverbend Rd	12/3/2012	343,828.30	-	2,435.00	-	346,263.30
121 Oxbow Drive	7/31/2013	375,581.20	-	-	(186,918.33)	188,662.87
333 Schnell Drive	9/20/2013	104,087.79	-	-	-	104,087.79
346 Schnell Drive	2/13/2014	512,970.73	-	7,200.00	-	520,170.73
345 Schnell Drive	10/24/2014	478,702.98	-	6,869.44	-	485,572.42
336 Schnell Drive	1/29/2015	310,888.51	-	185,620.00	-	496,508.51
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	10,549.70	-	2,708,776.67
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	176,524.79	-	643,245.59
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	309,992.53	-	616,717.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,783.92	-	205,699.82	-	686,483.74
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	267,757.65	-	757,848.97
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	507,103.56	-	976,181.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	312,212.95	-	806,555.82
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,328,151.00
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	279,237.35	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-	-	-	125,077.88
852, 856, 860, & 864 Riverbend Rd	1/11/2016	1,222,608.19	-	10,891.60	-	1,233,499.79
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	284,349.88	-	605,439.65
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	469,875.64	-	1,068,761.07
326 Schnell Drive	2/19/2016	326,842.17	-	225,073.09	-	551,915.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	574,412.28	-	1,114,308.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	640,625.43	-	1,312,751.27
833 Riverbend Rd / 446 Trent Jones Dr	7/14/2016	801,671.69	-	590,292.66	-	1,391,964.35
328 Schnell Dr / 347 Trent Jones Dr	7/14/2016	320,803.64	-	329,117.70	-	649,921.34
839 Riverbend Road	7/20/2016	1,775,311.60	-	10,631.50	-	1,785,943.10
332 Schnell Dr / 335 Trent Jones Dr	8/2/2016	328,639.47	-	356,643.81	-	685,283.28
317 Schnell Dr / 409 Trent Jones Dr	9/7/2016	548,393.52	-	558,413.52	-	1,106,807.04
330 Schnell Drive	10/4/2016	328,134.82	-	125,072.50	-	453,207.32
329 Schnell Dr / 417 Trent Jones Dr	10/4/2016	549,277.00	-	499,811.00	-	1,049,088.00
321 Schnell Dr / 410 Trent Jones Dr	10/7/2016	471,534.69	-	514,952.53	-	986,487.22
813 Riverbend Rd / 449 Trent Jones Dr	10/14/2016	660,997.62	-	797,937.65	-	1,458,935.27
325 Schnell Drive / 426 Trent Jones Dr	11/3/2016	403,498.66	-	402,935.97	-	806,434.63
844 Riverbend Road	11/11/2016	716,599.40	-	15,118.84	-	731,718.24
828 Riverbend Rd	11/30/2016	955,928.53	-	-	-	955,928.53
341 Schnell Dr / 343 Trent Jones Dr	12/8/2016	480,921.52	-	673,954.16	-	1,154,875.68
840 Riverbend Rd / 442 Trent Jones Dr	12/21/2016	547,075.19	-	423,662.02	-	970,737.21
816 Riverbend Rd / 441 Trent Jones Dr	12/27/2016	567,413.07	-	338,694.70	-	906,107.77
821 Riverbend Rd / 438 Trent Jones Dr	1/13/2017	580,617.35	-	331,100.87	-	911,718.22
805 Riverbend Rd / 776 River Bend Rd	2/10/2017	508,203.01	-	395,757.84	-	903,960.85
808 Riverbend Road / 254 South Schnell Dr	2/24/2017	713,814.95	-	533,475.96	-	1,247,290.91
338 Schnell Dr / 775 River Bend Rd	2/28/2017	560,402.15	-	407,961.34	-	968,363.49
313 Schnell Drive/ 413 Trent Jones Dr	4/7/2017	389,370.50	-	357,043.95	-	746,414.45
809 Riverbend Rd	5/3/2017	112,304.99	-	-	-	112,304.99
337 Schnell Dr / 353 Trent Jones Dr	5/17/2017	456,146.62	-	524,447.89	-	980,594.51
829 Riverbend Rd / 788 River Bend Rd	7/7/2017	1,056,438.13	-	1,383,489.59	-	2,439,927.72
848 Riverbend Rd / 783 River Bend Rd	7/27/2017	781,361.81	-	1,410,330.68	-	2,191,692.49
817 Riverbend Road / 421 Trent Jones Dr	7/18/2017	445,728.05	-	465,264.50	-	910,992.55
843 Riverbend Rd / 445 Trent Jones Dr	9/21/2017	978,292.23	-	1,207,474.57	-	2,185,766.80

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of May 31, 2019**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
477 Oxbow Drive - OIN 9614 - Henry & Suzanne Mertz	10/27/2017	25,020.58	-	-	-	25,020.58
354 & 358 Schnell Drive	12/6/2018	199,512.06	-	-	-	199,512.06
872 Riverbend Rd	10/17/2018	14,329.43	-	-	-	14,329.43
869 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
873 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
Home Buyouts - Hickson						
17495 52nd St SE	4/28/2015	785,747.66	-	27,604.74	-	813,352.40
4985 and 4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	92,817.44	-	338,744.15
Home Buyouts - Horace						
2914 124th Ave S	12/29/2016	50,981.00	-	-	-	50,981.00
17471 49th St SE - Campbell - OIN 9403	2/16/2017	883,581.00	-	154,196.55	-	1,037,777.55
17465 49th St SE - Campbell - OIN 9411	2/21/2017	828,561.00	-	190,389.56	-	1,018,950.56
17474 52nd St SE - Leher - OIN 1889/1990/2182	7/11/2017	909,905.00	-	5,482.81	-	915,387.81
17449 50th Street SE - Scott Young	9/1/2017	398,936.66	-	-	-	398,936.66
4848 CR 81 S, Horace, ND _ OIN 9405	9/15/2017	451,185.00	-	36,153.08	-	487,338.08
17568 Pflifer Drive - OIN 9387	3/6/2018	505,925.70	-	3,590.00	-	509,515.70
15-0000-02690-010 & 15-0000-02690-020 - Cossette _ OIN 229 & 230	11/29/2017	2,433,020.59	-	-	-	2,433,020.59
5021 171st Ave. Southeast, Horace, ND _ OIN 1955	12/18/2017	248,677.89	-	-	-	248,677.89
17554 Pflifer Drive _OIN 9382	1/14/2019	505,498.26	-	101,579.21	-	607,077.47
Home Buyouts - Argusville						
2351 173rd Ave SE - Johnson - OIN 1222	2/6/2017	215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N - Bortnem	4/13/2016	37,020.00	-	-	-	37,020.00
Oak Terrace Condos - 2 N Terrace N	3/30/2016	5,588.00	-	-	-	5,588.00
Fercho Family Farms,	3/25/2015	50,000.00	-	-	-	50,000.00
Part of Lot 3 Block 4 R2 Urban Renewal Addition	3/15/2018	336,108.00	-	-	-	336,108.00
Easements - Hickson						
Hickson Village Lot 8 BLK 11	5/11/2016	500.00	-	-	-	500.00
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	6/1/2016	-	-	-	-	-
64-0000-02730-000 - Sauvageau	6/1/2016	1,113,101.57	-	-	-	1,113,101.57
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
64-0000-02700-010 - Rheault	1/31/2017	2,243.06	-	-	-	2,243.06
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	32,340.00	-	-	-	32,340.00
Southwest corner of County Road 17 S and 112th Avenue S (condemnation) - SAUVAGEAU LIFE EST.		373,437.00	-	-	-	373,437.00
16835 47 ST SE - Buster Farms LLLP		1,755.00	-	-	-	1,755.00
Easements - Piezometer						
67-0000-12719-010 - Adams - OIN-1201	3/13/2017	1,500.00	-	-	-	1,500.00
Easements - Minnesota						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases						
SE 1/4 11-140-50 (Raymond Twp, ND) - Ueland	1/20/2014	959,840.00	-	-	-	959,840.00
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	1,636,230.00
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust (OINs 0511,0512,0880,0897)	2/18/2014	3,458,980.70	-	-	-	3,458,980.70
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	991,128.19
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	943,560.05
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	-	-	-	321,386.00
SW 1/4-11-140-50 - Hogle	7/21/2014	989,706.03	-	-	-	989,706.03
NW 1/4 14-140-50 - Hogle	10/23/2014	948,782.22	-	-	-	948,782.22
SW 1/4 2-140-50 -Rust	10/29/2014	955,901.00	-	-	-	955,901.00
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	-	-	-	433,409.00
(Raymond Twp) - Subdivision: Part of 23-140-50, 155.82 acres - Henke	6/17/2015	857,144.00	-	-	-	857,144.00
(Raymond Twp) - Subdivision: Part of Sec. 23., Less Gust Sub and Jason Sub			-	-	-	
T140N R50W - Henke	6/17/2015	339,071.00	-	-	-	339,071.00
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	291,840.00	-	-	-	291,840.00
64-0000-02720-000 - Ulstad (Condemnation)	11/10/2016	1,221,931.50	-	-	-	1,221,931.50
Peter Biegler, Jr - OIN 9748	7/17/2017	250,185.00	-	3,175.00	-	253,360.00
19-141-49 NE 1/4 A 160.00 - Schoenberg Farms	7/18/2017	3,470,167.12	-	-	-	3,470,167.12

**FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of May 31, 2019**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
SHEY RIV - Chose	7/28/2017	60,128.07	-	-	-	60,128.07
W 1/2d 1/2 10-141-49 & NW 1/4 10-141-49 - Larson Family Farm Trust	8/1/2017	1,402,847.99	-	-	-	1,402,847.99
S1/2 W1/2 NW1/4 - Conyers	8/3/2017	33,150.00	-	-	-	33,150.00
27th St SE, between 169th Ave SE and I-29 - Nelson	8/3/2017	1,024,189.50	-	-	-	1,024,189.50
Meridian, Cass County, ND - Heiden Family, LLLP	8/4/2017	1,326,882.11	-	-	-	1,326,882.11
2368 173rd Ave SE & Rural Land Part of SE1/4 35-142-49, Wiser, ND - Kevin & Pamela Heiden	8/4/2017	614,439.02	-	-	-	614,439.02
20-141-49 SW 1/4 A 160.00 - Lloyd & Alice Amundson	8/9/2017	123,563.38	-	-	-	123,563.38
5251 174 1/2 Ave SE, Pleasant Township, ND 58047	8/18/2017	254,354.28	-	-	-	254,354.28
35-142-49 SW 1/4 A 160.00 - Burley _ OIN 1218	8/31/2017	167,091.47	-	-	-	167,091.47
S-1/2 of N1/2 of Section 36-142-49, Wayne & Gary Ohnstad_OIN 1223	12/13/2017	200,135.00	-	-	-	200,135.00
2-141-49 S 1/2 OF NE 1/4 & N 1/2 OF SE 1/4	12/20/2017	251,668.74	-	-	-	251,668.74
County Rd 32 between 167th Ave SE and 169th Ave SE, 25-141-50 NE 1/4	1/19/2018	831,853.08	-	-	-	831,853.08
County Rd 32 between 167th Ave SE and 169th Ave SE, 30-141-50 NW 1/4	3/23/2018	831,535.25	-	-	-	831,535.25
NE 1/4 Section 14 Township 140 North of Range 50 West of 5th Principle Meridian LESS the East 85 feet of said NE Quarter	2/22/2018	707,530.88	-	-	-	707,530.88
East Half (E1/2), Section 3 Township 141 North, Range 49 West	5/18/2017	733,126.76	-	-	-	733,126.76
NE Quarter of NE Quarter of Section 33 Township 138 North of Range 49	1/7/2019	587,650.00	-	-	-	587,650.00
Land Purchases						
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	(730,148.14)	(246,132.14)
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	10/28/2015	27,000.00	-	-	-	27,000.00
City of Fargo - OIN 2366 & OIN 2367	3/9/2017	1,022,533.30	-	-	-	1,022,533.30
Edwin and Margaret Ployhart OIN 8852	4/5/2017	5,121.18	-	-	-	5,121.18
Arthur Mathison RT OIN 1994	5/19/2017	750.00	-	-	-	750.00
Ideal Ag Corp OIN 9789 / 9790	5/25/2017	30,120.68	-	-	-	30,120.68
OIN 1195 / 1196 - Mark Thorson	9/15/2017	203,678.32	-	-	-	203,678.32
Block 1 W. Shorr Subdivision of Eagle Township (Lots 1,2,3,4,5,10,11,12,13,14,15,16)	2/28/2019	3,395,663.23	-	-	-	3,395,663.23
NE Quarter of section 28 in Township 138 North of Range 49 West of the 5th Principle Meridian less the South 67 feet of the North 100 feet of the NE Quarter of section 28 Township 138 North of Range 49 West of 5th Principle Meridian, Auditors Lot 1 and East 33 feet	1/10/2019	2,158,545.00	-	-	-	2,158,545.00
Auditor's Lots 2, 3, 5 of the Southeast Quarter of Section 34, Township 138 North of Range 49 West	12/8/2018	724,254.52	-	-	-	724,254.52
The West One Half of the Southwest Quarter of the Southwest Quarter of Section Nine, Township 137, Range 49 West of the 5th Principle Meridian	1/8/2019	200,120.00	-	-	-	200,120.00
Southwest Quarter of Section 2 Township 141 North Range 49 West of the 5th Principle Meridian	2/13/2019	336,646.65	-	-	-	336,646.65
Southeast Quarter of Section 27, Township 140 North Range 50	2/25/2019	825,430.39	-	-	-	825,430.39
Railroad Outlot #3 situated in Sections 6 and 7, Township 139 North of Range 48 West of the 5th Principal Meridian	5/30/2019	8,072.00	-	-	-	8,072.00
		<u>99,325,843.17</u>	-	<u>34,657,858.12</u>	<u>(1,107,856.01)</u>	<u>132,875,845.28</u>
		(32,000.00)			10,000.00	
				Property Management Expense		2,098,734.49
				Grand Total		\$ 134,974,579.77

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of May 31, 2019**

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	\$ 8,696,548.46	\$ 8,696,548.46
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	\$ 909,149.49	\$ 840,105.41
V02803	Consolidated Communications	2nd Street Utility Relocation	\$ 1,178,781.73	\$ 1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	\$ 266,892.07	\$ 266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	\$ 17,612,237.19	\$ 17,500,178.16
V02806	HMG	WP42 - Services During Construction	\$ 6,130,655.82	\$ 5,501,483.40
V02807	CCJWRD	In-Town Levee Work	\$ 5,886,140.36	\$ 5,886,140.36
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	\$ 397,906.52	\$ 397,906.52
V02809	AT & T	2nd Street Utility Relocation	\$ 586,269.60	\$ 586,269.60
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	\$ 769,791.73	\$ 769,791.73
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	\$ 16,720,591.15	\$ 16,720,591.15
V02813	Landwehr Construction	Park East Apartments Demolition	\$ 1,169,651.74	\$ 1,169,651.74
V02814	Primoris Aevonia	2nd Street Utility Relocation	\$ 16,230.00	\$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	\$ 2,660,937.92	\$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	\$ 907,999.08	\$ 907,999.08
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	\$ 1,599,646.21	\$ 1,599,646.21
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	\$ 738,880.50	\$ 738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	\$ 13,362,906.82	\$ 13,362,906.82
V02820	CH2M Hill	WP42 - Construction Management Services	\$ 851,775.30	\$ 851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	\$ 1,639,524.33	\$ 1,639,524.33
V02822	City of Fargo Hoffman & McNamara Nursery & Lan	COF - 2016 O&M on Lifts	\$ 76,434.40	\$ 76,434.40
V02823	City of Fargo	WP-42G General Landscaping and Planting	\$ 486,502.29	\$ 464,141.16
V02824	City of Fargo	COF – In-Town Flood Protection Debt Payments	\$ 6,296,650.00	\$ 6,296,650.00
V01703	Various	In-Town Property Purchases	\$ 39,439,841.73	\$ 38,193,355.71
V02825	Industrial Builders	WP-42E - 2nd Street South and Main Avenue Flood Mitigation	\$ 8,493,563.44	\$ 2,017,259.75
V05401	City of Fargo	FM15F2 - Harwood, Hackberry & River Drive - Demo/ Levee	\$ 749,375.28	\$ 749,375.28
V05402	City of Fargo	FM15K1 - Rosewood Addition - Demo/Levee/Floodwall	\$ 2,622,612.82	\$ 2,622,612.82
V05403	City of Fargo	HD18A1 - Oakcreek, Copperfield & University - Demo	\$ 95,083.25	\$ 95,083.25
			\$ 140,362,579.23	\$ 131,807,152.86



PMC Financial Report

June 26, 2019

Overall Program Status

Schedule Budget Categories	Program Budget (2018\$)	Actual Cost to Date As of: 05/31/2019	Remaining Program Budget
DIVERSION CHANNEL & ASSOC.	\$978,568,488	\$14,757,175	\$963,811,313
SOUTHERN EMBANKMENT & ASSOC.	\$585,518,200	\$53,412,396	\$532,105,804
OTHER MITIGATION PROJECTS	\$42,826,944	\$24,365,013	\$18,461,931
IN-TOWN FLOOD PROTECTION	\$240,257,128	\$87,032,686	\$153,224,442
ENABLING WORK / OTHER	\$1,148,308	\$1,136,425	\$11,883
LAND ACQUISITION & MITIGATION	\$465,813,064	\$190,007,221	\$275,805,843
ENGINEERING & DESIGN FEES	\$58,133,684	\$39,613,534	\$18,520,150
PROGRAM MANAGEMENT / LEGAL / FINANCIAL / PROCUREMENT	\$126,946,427	\$55,674,004	\$71,272,423
CONTINGENCY	\$255,649,296	\$0	\$255,649,296
Report Totals	\$2,754,861,538	\$465,998,454	\$2,288,863,084

PROGRAM FINANCING COSTS	\$13,065,088
OUTSTANDING ACCOUNTS PAYABLE	-\$3,015,745
Actual Expenditure to Date	\$476,047,797

Overall Program Status

Schedule Budget Categories	Program Budget (2018\$)	Actual Cost to Date	Remaining Program Budget
Diversion Channel & Assoc. Infrastructure	\$978,568,488	\$14,757,175	\$963,811,313
Management, Legal, Financial, Procurement	\$28,027,973	\$14,757,175	\$13,270,798
Channel - Construction	\$950,540,515	\$0	\$950,540,515
Southern Embankment & Assoc. Infrastructure	\$585,518,200	\$53,412,396	\$532,105,804
WP-26 Diversion Inlet	\$53,192,647	\$65,026	\$53,127,621
WP-27 Red River - West Embankment	\$0	\$0	\$0
WP-29 Red River - East Embankment	\$0	\$0	\$0
WP-30 Wild Rice River Control Structure	\$0	\$0	\$0
WP-31 I-29 NS Bridge	\$153,028	\$153,028	\$0
WP-33 CR81 Bridge	\$0	\$0	\$0
WP-35 Red River Control Structure	\$0	\$0	\$0
WP-39 Overflow Embankment	\$0	\$0	\$0
WP-46 Utilities	\$0	\$0	\$0
WP-47 Utilities	\$0	\$0	\$0
WP-50 Phase II Demo	\$0	\$35,342	-\$35,342
WP-51 Recreation	\$0	\$0	\$0
WP-53 BNSF Moorhead Line Raise	\$0	\$0	\$0
WP-54 - Hwy 75 Road Raise	\$0	\$0	\$0
USACE Local Share \ Management Oversight	\$532,172,525	\$53,159,000	\$479,013,525

Overall Program Status

Schedule Budget Categories	Program Budget (2018\$)	Actual Cost to Date	Remaining Program Budget
Other Mitigation Projects	\$42,826,944	\$24,365,013	\$18,461,931
WP-36 Wild Rice Dam Mitigation	\$0	\$0	\$0
WP-40 Drayton Dam Mitigation	\$0	\$0	\$0
WP-41 Buffalo River Mitigation	\$0	\$0	\$0
WP-43 Oxbow-Hicks on-Bakke	\$42,826,944	\$24,365,013	\$18,461,931
WP-49 Cultural Remediation	\$0	\$0	\$0
WP-52 Comstock Ring Levee	\$0	\$0	\$0
In-Town Flood Protection	\$240,257,128	\$87,032,686	\$153,224,442
WP-42 In-Town Levees	\$92,695,428	\$83,565,615	\$9,129,813
Complementary In-Town Flood Protection	\$147,561,700	\$3,467,071	\$144,094,629
Enabling Work / Other	\$1,148,308	\$1,136,425	\$11,883
Demolition	\$0	\$0	\$0
WP-28 - Cass County Road 16 and 17 Bridge	\$1,148,308	\$1,136,425	\$11,883
Land Acquisition & Mitigation	\$465,813,064	\$190,007,221	\$275,805,843
Management, Legal, Financial, Procurement	\$50,927,226	\$15,627,614	\$35,299,612
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	\$72,793,127	\$26,933,361	\$45,859,766
SOUTHERN EMBANKMENT AND ASSOCIATED INFRASTRUCTURE	\$36,477,634	\$9,687,737	\$26,789,897
MITIGATION AND ASSOCIATED INFRASTRUCTURE	\$89,296,712	\$83,507,578	\$5,789,134
WP-38 Upstream Staging	\$178,315,356	\$16,231,734	\$162,083,622
IN-TOWN FLOOD PROTECTION	\$38,003,010	\$38,019,197	-\$16,187

Overall Program Status

Schedule Budget Categories	Program Budget (2018\$)	Actual Cost to Date	Remaining Program Budget
Engineering & Design Fees	\$58,133,684	\$39,613,534	\$18,520,150
Management, Legal, Financial, Procurement	\$11,400,023	\$6,124,370	\$5,275,653
WORK-IN-KIND PROGRAMS (WIK) STUDIES	\$19,495,467	\$11,248,841	\$8,246,626
INDICATIVE DESIGN	\$6,943,014	\$6,985,145	-\$42,131
(LERRDs) - LAND, EASEMENTS, ROW,	\$327,177	\$355,523	-\$28,346
PERMITTING	\$5,135,334	\$4,458,267	\$677,067
CERTIFICATION	\$2,050,000	\$0	\$2,050,000
FMDA DETENTION FUNDING	\$3,000,000	\$721,568	\$2,278,432
OTHER MITIGATION PROJECTS	\$9,782,669	\$9,719,820	\$62,849
ENABLING WORK	\$0	\$0	\$0
Program Management	\$126,946,427	\$55,674,004	\$71,272,423
Management, Legal, Financial, Procurement	\$126,946,427	\$55,674,004	\$71,272,423
Contingency	\$255,649,296	\$0	\$255,649,296
SYSTEM WIDE CONTINGENCY	\$62,752,404	\$0	\$62,752,404
DIVERSION CHANNEL AND ASSOCIATED	\$10,292,354	\$0	\$10,292,354
SOUTHERN EMBANKMENT AND	\$118,075,000	\$0	\$118,075,000
OTHER MITIGATION PROJECTS	\$2,000,000	\$0	\$2,000,000
IN-TOWN FLOOD PROTECTION	\$26,409,867	\$0	\$26,409,867
ENABLING WORK	\$0	\$0	\$0
LAND ACQUISITION	\$36,119,671	\$0	\$36,119,671
Report Totals	\$2,754,861,538	\$465,998,454	\$2,288,863,084

FY 2019 Cash Budget

Schedule Budget Categories	FY2019 Cash Budget	FY2019 Paid As of: 05/31/2019	Remaining Budget
DIVERSION CHANNEL & ASSOC. INFRASTRUCTURE	\$14,948,179	\$501,642	\$14,446,537
SOUTHERN EMBANKMENT & ASSOC. INFRASTRUCTURE	\$1,136,375	\$32,941	\$1,103,434
OTHER MITIGATION PROJECTS	\$3,960,180	\$651,844	\$3,308,336
IN-TOWN FLOOD PROTECTION	\$50,509,247	\$5,495,875	\$45,013,372
ENABLING WORK / OTHER	\$656,000	\$0	\$656,000
LAND ACQUISITION & MITIGATION	\$66,519,373	\$10,698,259	\$55,821,114
ENGINEERING & DESIGN FEES	\$3,812,874	\$964,081	\$2,848,793
PROGRAM MANAGEMENT / LEGAL / FINANCIAL / PROCUREMENT	\$11,154,000	\$2,483,605	\$8,670,395
CONTINGENCY	\$0	\$0	\$0
DEBT SERVICE	\$9,995,622	\$1,445,037	\$8,550,585
MAINTENANCE	\$32,000	\$41,493	-\$9,493
Report Totals	\$162,723,850	\$22,314,777	\$140,409,073

FY 2019 Cash Budget

Schedule Budget Categories	FY2019 Cash Budget	FY2019 Paid	Remaining Budget
DIVERSION CHANNEL & ASSOC. INFRASTRUCTURE	\$14,948,179	\$501,642	\$14,446,537
Management, Legal, Financial, Procurement	\$14,948,179	\$501,642	\$14,446,537
Channel - Construction	\$0	\$0	\$0
SOUTHERN EMBANKMENT & ASSOC. INFRASTRUCTURE	\$1,136,375	\$32,941	\$1,103,434
WP-26 Diversion Inlet	\$27,175	\$175	\$27,000
WP-27 Red River - West Embankment	\$295,000	\$0	\$295,000
WP-29 Red River - East Embankment	\$0	\$0	\$0
WP-30 Wild Rice River Control Structure	\$46,000	\$0	\$46,000
WP-31 I-29 NS Bridge	\$150,000	\$0	\$150,000
WP-33 CR81 Bridge	\$0	\$0	\$0
WP-35 Red River Control Structure	\$139,000	\$0	\$139,000
WP-39 Overflow Embankment	\$0	\$0	\$0
WP-46 Utilities	\$0	\$0	\$0
WP-47 Utilities	\$0	\$0	\$0
WP-50 Phase II Demo	\$479,200	\$32,766	\$446,434
WP-51 Recreation	\$0	\$0	\$0
WP-53 BNSF Moorhead Line Raise	\$0	\$0	\$0
WP-54 - Hwy 75 Road Raise	\$0	\$0	\$0
USACE Local Share \ Management Oversight	\$0	\$0	\$0

FY 2019 Cash Budget

Schedule Budget Categories	FY2019 Cash Budget	FY2019 Paid	Remaining Budget
OTHER MITIGATION PROJECTS	\$3,960,180	\$651,844	\$3,308,336
WP-36 Wild Rice Dam Mitigation	\$0	\$0	\$0
WP-40 Drayton Dam Mitigation	\$0	\$0	\$0
WP-41 Buffalo River Mitigation	\$0	\$0	\$0
WP-43 Oxbow-Hickson-Bakke	\$3,960,180	\$651,844	\$3,308,336
WP-49 Cultural Remediation	\$0	\$0	\$0
WP-52 Comstock Ring Levee	\$0	\$0	\$0
IN-TOWN FLOOD PROTECTION	\$50,509,247	\$5,495,875	\$45,013,372
WP-42 In-Town Levees	\$10,509,247	\$2,028,804	\$8,480,443
Complementary In-Town Flood Protection	\$40,000,000	\$3,467,071	\$2,500,000
ENABLING WORK / OTHER	\$656,000	\$0	\$656,000
Demolition	\$0	\$0	\$0
WP-28 - Cass County Road 16 and 17 Bridge	\$656,000	\$0	\$656,000
LAND ACQUISITION & MITIGATION	\$66,519,373	\$10,698,259	\$55,821,114
Management, Legal, Financial, Procurement	\$11,339,203	\$975,718	\$10,363,485
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	\$29,131,081	\$1,902,991	\$27,228,090
SOUTHERN EMBANKMENT AND ASSOCIATED	\$6,020,000	\$2,326,605	\$3,693,395
MITIGATION AND ASSOCIATED INFRASTRUCTURE	\$222,671	\$109,507	\$113,164
WP-38 Upstream Staging	\$19,802,488	\$5,371,431	\$14,431,057
IN-TOWN FLOOD PROTECTION	\$3,930	\$12,007	-\$8,077

FY 2019 Cash Budget

Schedule Budget Categories	FY2019 Cash Budget	FY2019 Paid	Remaining Budget
ENGINEERING & DESIGN FEES	\$3,812,874	\$964,081	\$2,848,793
Management, Legal, Financial, Procurement	\$1,073,006	\$230,919	\$842,087
WORK-IN-KIND PROGRAMS (WIK) STUDIES	\$2,517,122	\$520,147	\$1,996,975
INDICATIVE DESIGN	\$0	\$2,139	-\$2,139
(LERRDs) - LAND, EASEMENTS, ROW, RELOCATION	\$7,927	\$9,007	-\$1,080
PERMITTING	\$160,360	\$137,586	\$22,774
CERTIFICATION	\$0	\$0	\$0
FMDA DETENTION FUNDING	\$0	\$0	\$0
OTHER MITIGATION PROJECTS	\$54,459	\$64,283	-\$9,824
ENABLING WORK	\$0	\$0	\$0
PROGRAM MANAGEMENT	\$11,154,000	\$2,483,605	\$8,670,395
Management, Legal, Financial, Procurement	\$11,154,000	\$2,483,605	\$8,670,395
CONTINGENCY	\$0	\$0	\$0
SYSTEM WIDE CONTINGENCY	\$0	\$0	\$0
DIVERSION CHANNEL AND ASSOCIATED INFRASTRUCTURE	\$0	\$0	\$0
SOUTHERN EMBANKMENT AND ASSOCIATED	\$0	\$0	\$0
OTHER MITIGATION PROJECTS	\$0	\$0	\$0
IN-TOWN FLOOD PROTECTION	\$0	\$0	\$0
ENABLING WORK	\$0	\$0	\$0
DEBT SERVICE	\$9,995,622	\$1,445,037	\$8,550,585
MAINTENANCE	\$32,000	\$41,493	-\$9,493
Report Totals	\$162,723,850	\$22,314,777	\$140,409,073



Contracting Actions

June 2019

DA Board Approval Contract Actions (Recommendation)

Description	Company	Budget Estimate (\$)
<i>Task Orders – Diversion Authority</i>		
PMC Task Order 5 – Program Management Services	CH2MHill	TBD

Co-Executive Director Approved Contract Actions (Information)

Description	Company	Budget Estimate (\$)
<i>Task Orders – Diversion Authority</i>		
Task Order 16, Amendment 11 – Permit Submittal Preparation and Other Related Services	HMG	\$117,500
Task Order 26, Amendment 2 – Work in Kind, USACE-requested hydraulic modelling	HMG	\$56,976

CCJWRD Approved Contract Actions (Information)

Description	Company	Budget Estimate (\$)
<i>Task Orders – Cass County Joint Water Resource District (CCJWRD)</i>		
TO1-A2 Appraisal Package #4	Integra	\$5,500
TO1-A1 Appraisal Package #7	Patchin Messner	\$3,000
TO1-A2 Appraisal Package #8	Patchin Messner	(\$11,000)

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF THE INTERGOVERNMENTAL AGREEMENT (SERIES 2019) BETWEEN CASS COUNTY, NORTH DAKOTA, AND THE CITY OF FARGO, NORTH DAKOTA; CONSENTING TO FIRST AMENDMENT TO LOAN AGREEMENT BETWEEN WELLS FARGO BANK, N.A., AND CASS COUNTY, NORTH DAKOTA; AND CONSENTING TO FIRST AMENDMENT TO LOAN AGREEMENT BETWEEN WELLS FARGO, N.A., AND THE CITY OF FARGO, NORTH DAKOTA

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, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, ND and MN, Modifications Through February 2019 (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 “Original Interim Financing”), which was replaced with other interim financing (the “Series C 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”), a Supplemental Intergovernmental Agreement, dated as of May 1, 2015, (the “Supplemental Intergovernmental Agreement”) relating to the Original Interim Financing which was replaced with other interim financing, an Intergovernmental Agreement (Series 2016), dated as of September 1, 2016 (the “Intergovernmental Agreement Series 2016,” and an Intergovernmental Agreement (Series 2017), dated as of July 1, 2017 (together with the Original Intergovernmental Agreement and the Supplemental Intergovernmental Agreement, the “Intergovernmental Agreements”), relating to the Series C Interim Debt Obligation, which agreement related to the prior pledge by the County of ninety-one percent (91%) of the proceeds generated by the one-half percent (1/2%) sales and

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 County 2017 Loan and the City 2017 Loan are collectively referred to as the Series C Interim Debt Obligation.

use tax imposed by Ordinance No. 2010-2 of the County (the “County 2010-2 Sales Tax”) to the repayment of the Original Interim Debt and the Series C Interim Debt Obligation, respectively, and the pledge of the City of one hundred 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 C Interim Debt Obligation, respectively; and

WHEREAS, in 2017, the Diversion Authority, the County, and the City requested proposals for tax-exempt direct funded loans or draw-down lines of credit from multiple institutions, including Wells Fargo Bank, National Association (“Wells Fargo”); and

WHEREAS, the Diversion Authority, the County, and the City determined that the proposal of Wells Fargo was the lowest cost alternative; and

WHEREAS, the County entered into a Loan Agreement, dated as of July 1, 2017, for a loan from Wells Fargo in the maximum principal amount of \$100,000,000 (the “County 2017 Loan”) as part of the Series C Interim Debt Obligation; and

WHEREAS, the City also entered into a Loan Agreement, dated as of July 1, 2017, for a loan from Wells Fargo in the maximum principal amount of \$100,000,000 (the “City 2017 Loan”) as part of the Series C Interim Debt Obligation; and

WHEREAS, the County and the City desire to amend the County 2017 Loan and the City 2017 Loan by extending the maturity date for the County 2017 Loan from July 31, 2019, to July 31, 2021 (“County 2019 Extension Loan”) and by extending the maturity date for the City 2017 Loan from July 31, 2019, to July 31, 2021 (“City 2019 Extension Loan”); and

WHEREAS, the Diversion Authority has reviewed the Loan Agreement by and between Cass County, North Dakota and Wells Fargo dated as of July 1, 2017, as amended by First Amendment to Loan Agreement, dated as of July 1, 2019, for the County 2019 Extension Loan Agreement and approves of the terms and conditions contained within the County 2019 Extension Loan Agreement; and

WHEREAS, the Diversion Authority has reviewed the Loan Agreement by and between Fargo, North Dakota, and Wells Fargo dated as of July 1, 2017, as amended by First Amendment to Loan Agreement, dated as of July 1, 2019, for the City 2019 Extension Loan Agreement and approves of the terms and conditions contained within the City 2019 Extension Loan Agreement.

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

Section 1. Approval and Consent of Wells Fargo Loan with County. The Diversion Authority hereby consents and approves of the extension of the County 2017 Loan until July 31, 2021, for the County 2019 Extension 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 County 2019 Extension Loan Agreement. The Diversion Authority hereby approves the County entering the County 2019 Extension Loan Agreement with Wells Fargo and issuing the County

2019 Extension 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 2. Approval and Consent of Wells Fargo Loan with City. The Diversion Authority hereby consents and approves of the extension of the City 2017 Loan until July 31, 2021, for the City 2019 Extension 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 City 2019 Extension Loan Agreement. The Diversion Authority hereby approves the City entering the City 2019 Extension Loan Agreement with Wells Fargo and issuing the City 2019 Extension 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 Intergovernmental Agreement (Series 2019). The Diversion Authority has reviewed the terms and conditions of the Intergovernmental Agreement (Series 2019) and hereby consents and approves of the City and County entering into the Intergovernmental Agreement (Series 2019).

Section 4. Acceptance of Wells Fargo Proposals. The governing body of the Diversion Authority has received proposals from Wells Fargo for the County 2019 Extension Loan Agreement and the City 2019 Extension 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 2019 Extension Loan Agreement, the County 2019 Extension Note, the City 2019 Extension Loan Agreement, the City 2019 Extension Note, and the Intergovernmental Agreement (Series 2019) 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 2019 Extension Loan Agreement, the County 2019 Extension Note, the City 2019 Extension Loan Agreement, the City 2019 Extension Note, and the Intergovernmental Agreement (Series 2019) 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 2019 Extension Loan Agreement, the City 2019 Extension Loan Agreement, and the Intergovernmental Agreement (Series 2019).

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 2019 Extension Loan Agreement, the City 2019 Extension Loan Agreement, and the Intergovernmental Agreement (Series 2019).

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.

Adopted June 27, 2019.

**METRO FLOOD DIVERSION
AUTHORITY**

Mary Scherling, Chair
Diversion Authority Board

ATTEST:

Heather Worden, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____, and upon roll call vote, the following Members voted in favor thereof:

_____. The following were absent and not voting: _____.

The following voted against the same: none. All of the Members having voted aye, the resolution was declared duly passed and adopted.

FIRST AMENDMENT TO LOAN AGREEMENT

This First Amendment to Loan Agreement (this “*Amendment*”) dated as of _____, 2019 (the “*Amendment Date*”), is between CITY OF FARGO, NORTH DAKOTA (the “*City*”) and WELLS FARGO BANK, NATIONAL ASSOCIATION (including its successor and assigns, the “*Lender*”). All terms used herein and not defined herein shall have the meanings assigned to such terms in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the City and the Lender have previously entered into that certain Loan Agreement dated as of July 1, 2017 by and between the City and the Lender (as amended and supplemented to date, the “*Agreement*”);

WHEREAS, the City has requested that the Lender extend the Maturity Date;

WHEREAS, pursuant to Section 8.02 of the Agreement, the Agreement may be amended by a written amendment thereto, signed by an Authorized County Representative, an Authorized City Representative, and by a duly authorized officer of the Lender;

WHEREAS, the parties hereto wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 3 hereof, the Agreement shall be amended as follows:

1.01. The definitions of the defined terms “*Applicable Factor*,” “*Applicable Spread*,” “*LIBOR Index*,” “*Margin Rate Factor*,” “*Maturity Date*” and “*Taxable Rate Factor*” set forth in Section 1.01 of the Agreement are hereby amended in their entireties and as so amended shall be restated to read as follows:

“*Applicable Factor*” means (i) for the period commencing on the Closing Date, until but excluding the First Amendment Date, 70% and (ii) for the period commencing on the First Amendment Date, and at all times thereafter, 80%.

“*Applicable Spread*” means a rate per annum associated with the Level corresponding to the lowest General Obligation Debt Rating of the County or the City (each, a “*Rating*”), as specified below:

(i) for the period commencing on the Closing Date, until but excluding the First Amendment Date:

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	APPLICABLE SPREAD
Level 1	Aa2 or above	AA or above	AA or above	0.450%
Level 2	Aa3	AA-	AA-	0.525%
Level 3	A1	A+	A+	0.625%
Level 4	A2	A	A	0.775%
Level 5	A3	A-	A-	1.025%
Level 6	Baa1 or below	BBB+ or below	BBB+ or below	1.375%

and (ii) for the period commencing on the First Amendment Date, and at all times thereafter:

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	APPLICABLE SPREAD
Level 1	Aa2 or above	AA or above	AA or above	0.400%
Level 2	Aa3	AA	AA	0.475%
Level 3	A1	A+	A+	0.575%
Level 4	A2	A	A	0.725%
Level 5	A3	A-	A-	0.975%
Level 6	Baa1 or below	BBB+ or below	BBB+ or below	1.325%

In the event of split Ratings (*i.e.*, one of the Rating Agencies' Rating is at a different level than the Rating of another Rating Agency), the Applicable Spread shall be based upon the Level in which the lowest Rating(s) appears. Any change in the Applicable Spread resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, the ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. The City acknowledges that as of the First Amendment Date the Applicable Spread is that specified above for Level 1.

"*LIBOR Index*" means for any date of determination, the per annum rate of interest determined on the basis of the rate on deposits in United States dollars of amounts equal to or comparable to the Commitment, offered for a term of one month, which rate appears on the display designated as Reuters Screen LIBOR01 Page (or any successor page), determined as of approximately 11:00 a.m., London time, on each Index Reset Date for effect on the immediately succeeding Index Reset Date, or if such rate is not available, another rate determined by the Lender of which the City has received written notice. Notwithstanding anything herein to the contrary, during any period of time while the LIBOR Index, determined as provided above, would be less than zero percent (0.0%), the LIBOR Index shall be deemed to be zero percent (0.0%).

“*Margin Rate Factor*” means the greater of (i) 1.0 and (ii) the product of (a) one minus the prevailing Maximum Federal Corporate Tax Rate multiplied by (b) the quotient of (A) one divided by (B) (x) one minus (y) the Maximum Federal Corporate Tax Rate on the Closing Date. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

“*Maturity Date*” means July 30, 2021, as such date may be extended in accordance with the provisions hereof.

“*Taxable Rate Factor*” means for each day that the Taxable Rate is determined, the quotient of (i) one *divided by* (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

1.02. Section 1.01 of the Agreement is hereby amended by the addition of the new defined term “*First Amendment Date*” to be inserted in its appropriate place in the alphabetical sequence and to read as follows:

“*First Amendment Date*” means _____, 2019.

1.03. Section 2.15 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

Section 2.15. Commitment Fee. The City shall pay to the Lender a commitment fee equal to the product of (i) the Available Commitment and (ii) a rate per annum (the “*Commitment Fee Rate*”) associated with the Level corresponding to the lowest General Obligation Debt Rating of the County or the City (each, a “*Rating*”), as specified below:

(i) for the period commencing on the Closing Date, until but excluding the First Amendment Date:

LEVEL	MOODY’S RATING	S&P RATING	FITCH RATING	COMMITMENT FEE RATE
Level 1	Aa2 or above	AA or above	AA or above	0.15%
Level 2	Aa3	AA-	AA-	0.20%
Level 3	A1	A+	A+	0.25%
Level 4	A2	A	A	0.35%
Level 5	A3	A-	A-	0.50%
Level 6	Baa1 or below	BBB+ or below	BBB+ or below	0.75%

and (ii) for the period commencing on the First Amendment Date, and at all times thereafter:

LEVEL	MOODY’S RATING	S&P RATING	FITCH RATING	COMMITMENT
-------	----------------	------------	--------------	------------

				FEE RATE
Level 1	Aa3 or above	AA- or above	AA- or above	0.15%
Level 2	A1	A+	A+	0.20%
Level 3	A2	A	A	0.30%
Level 4	A3	A-	A-	0.45%
Level 5	Baa1 or below	BBB+ or below	BBB+ or below	0.70%

In the event of split Ratings (*i.e.*, one of the Rating Agencies' Rating is at a different level than the Rating of another Rating Agency), the Commitment Fee Rate shall be based upon the Level in which the lowest Rating(s) appears. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, the ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. The City acknowledges that as of the First Amendment Date the Commitment Fee Rate is that specified above for Level 1. The commitment fee shall accrue and shall be due and payable quarterly in arrears on the first Business Day of each January, April, July and October, commencing with the first such date to occur after the Closing Date and the Termination Date. The commitment fee shall be calculated on the basis of a 360-day year and the actual number of days elapsed.

1.04. Section 5.03(c) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(c) *Reserved.*

2. REQUEST FOR EXTENSION OF MATURITY DATE.

The City hereby requests that the Lender extend the Maturity Date to July 30, 2021, and the Lender agrees to such request.

3. CONDITIONS PRECEDENT.

This Amendment shall be deemed effective on the Amendment Date subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

3.01. Delivery by the City and the Lender of an executed counterpart of this Amendment.

3.02. A certificate of an Authorized City Representative certifying the names and true signatures of the respective officers thereof authorized to sign this Amendment on behalf of the City.

3.03. A certificate of an authorized representative of the County certifying the names and true signatures of the respective officers thereof authorized to sign this Amendment.

3.04. A “no adverse effect opinion” of bond counsel to the City, addressed to the Lender, with respect to the amendments to the Agreement set forth herein.

3.05. Delivery to the Lender of an enforceability opinion of counsel to the City, addressed to the Lender and in form and substance satisfactory to the Lender and its counsel.

3.06. Payment to the Lender on the Amendment Date of the reasonable legal fees and expenses of counsel to the Lender.

3.07. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Lender and its counsel.

4. REPRESENTATIONS AND WARRANTIES OF THE CITY.

4.01. The City hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the City contained in Article 3 of the Agreement and in each of the Loan Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

4.02. In addition to the representations given in Article 3 of the Agreement, the City hereby represents and warrants as follows:

(a) The execution, delivery and performance by the City of this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the City.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Amendment or the Agreement, as amended hereby.

(c) This Amendment and the Agreement, as amended hereby, constitute valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors’ rights and remedies generally, the exercise of

judicial discretion in appropriate cases and by the limitations on legal remedies against the City, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

5. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH DAKOTA; PROVIDED THAT THE OBLIGATIONS OF THE LENDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

All warranties and representations contained in the Agreement and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Agreement and/or Note continues as security, and all guaranties guaranteeing obligations under the Loan Documents remain in full force and effect. This is an amendment, not a novation. This Amendment shall not be construed as or be deemed to be a waiver by the Lender of existing defaults by the City, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

The City hereby acknowledges the receipt of a copy of this Amendment. The Lender may, on behalf of the City, create a microfilm or optical disk or other electronic image of this Amendment. The Lender may store the electronic image of this Amendment in its electronic form and then destroy the paper original as part of the Lender's normal business practices, with the electronic image deemed to be an original.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

CITY OF FARGO, NORTH DAKOTA

By: _____
Name: _____
Title: _____

WELLS FARGO, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Acknowledged by:

CASS COUNTY, NORTH DAKOTA

By: _____
Name: _____
Title: _____

FIRST AMENDMENT TO LOAN AGREEMENT

This First Amendment to Loan Agreement (this “*Amendment*”) dated as of _____, 2019 (the “*Amendment Date*”), is between CASS COUNTY, NORTH DAKOTA (the “*County*”) and WELLS FARGO BANK, NATIONAL ASSOCIATION (including its successor and assigns, the “*Lender*”). All terms used herein and not defined herein shall have the meanings assigned to such terms in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the County and the Lender have previously entered into that certain Loan Agreement dated as of July 1, 2017 by and between the County and the Lender (as amended and supplemented to date, the “*Agreement*”);

WHEREAS, the County has requested that the Lender extend the Maturity Date;

WHEREAS, pursuant to Section 8.02 of the Agreement, the Agreement may be amended by a written amendment thereto, signed by an Authorized County Representative, an Authorized City Representative, and by a duly authorized officer of the Lender;

WHEREAS, the parties hereto wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 3 hereof, the Agreement shall be amended as follows:

1.01. The definitions of the defined terms “*Applicable Factor*,” “*Applicable Spread*,” “*LIBOR Index*,” “*Margin Rate Factor*,” “*Maturity Date*” and “*Taxable Rate Factor*” set forth in Section 1.01 of the Agreement are hereby amended in their entireties and as so amended shall be restated to read as follows:

“*Applicable Factor*” means (i) for the period commencing on the Closing Date, until but excluding the First Amendment Date, 70% and (ii) for the period commencing on the First Amendment Date, and at all times thereafter, 80%.

“*Applicable Spread*” means a rate per annum associated with the Level corresponding to the lowest General Obligation Debt Rating of the County or the City (each, a “*Rating*”), as specified below:

(i) for the period commencing on the Closing Date, until but excluding the First Amendment Date:

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	APPLICABLE SPREAD
Level 1	Aa2 or above	AA or above	AA or above	0.450%
Level 2	Aa3	AA-	AA-	0.525%
Level 3	A1	A+	A+	0.625%
Level 4	A2	A	A	0.775%
Level 5	A3	A-	A-	1.025%
Level 6	Baa1 or below	BBB+ or below	BBB+ or below	1.375%

and (ii) for the period commencing on the First Amendment Date, and at all times thereafter:

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	APPLICABLE SPREAD
Level 1	Aa3 or above	AA- or above	AA- or above	0.470%
Level 2	A1	A+	A+	0.570%
Level 3	A2	A	A	0.720%
Level 4	A3	A-	A-	0.970%
Level 5	Baa1 or below	BBB+ or below	BBB+ or below	1.320%

In the event of split Ratings (*i.e.*, one of the Rating Agencies' Rating is at a different level than the Rating of another Rating Agency), the Applicable Spread shall be based upon the Level in which the lowest Rating(s) appears. Any change in the Applicable Spread resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, the ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. The County acknowledges that as of the First Amendment Date the Applicable Spread is that specified above for Level 1.

“*LIBOR Index*” means for any date of determination, the per annum rate of interest determined on the basis of the rate on deposits in United States dollars of amounts equal to or comparable to the Commitment, offered for a term of one month, which rate appears on the display designated as Reuters Screen LIBOR01 Page (or any successor page), determined as of approximately 11:00 a.m., London time, on each Index Reset Date for effect on the immediately succeeding Index Reset Date, or if such rate is not available, another rate determined by the Lender of which the County has received written notice. Notwithstanding anything herein to the contrary, during any period of time while the LIBOR Index, determined as provided above, would be less than zero percent (0.0%), the LIBOR Index shall be deemed to be zero percent (0.0%).

“*Margin Rate Factor*” means the greater of (i) 1.0 and (ii) the product of (a) one minus the prevailing Maximum Federal Corporate Tax Rate multiplied by (b) the

quotient of (A) one divided by (B) (x) one minus (y) the Maximum Federal Corporate Tax Rate on the Closing Date. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

“*Maturity Date*” means July 30, 2021, as such date may be extended in accordance with the provisions hereof.

“*Taxable Rate Factor*” means for each day that the Taxable Rate is determined, the quotient of (i) one *divided by* (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

1.02. Section 1.01 of the Agreement is hereby amended by the addition of the new defined term “*First Amendment Date*” to be inserted in its appropriate place in the alphabetical sequence and to read as follows:

“*First Amendment Date*” means _____, 2019.

1.03. Section 2.15 of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

Section 2.15. Commitment Fee. The County shall pay to the Lender a commitment fee equal to the product of (i) the Available Commitment and (ii) a rate per annum (the “*Commitment Fee Rate*”) associated with the Level corresponding to the lowest General Obligation Debt Rating of the County or the City (each, a “*Rating*”), as specified below:

(i) for the period commencing on the Closing Date, until but excluding the First Amendment Date:

LEVEL	MOODY’S RATING	S&P RATING	FITCH RATING	COMMITMENT FEE RATE
Level 1	Aa2 or above	AA or above	AA or above	0.15%
Level 2	Aa3	AA-	AA-	0.20%
Level 3	A1	A+	A+	0.25%
Level 4	A2	A	A	0.35%
Level 5	A3	A-	A-	0.50%
Level 6	Baa1 or below	BBB+ or below	BBB+ or below	0.75%

and (ii) for the period commencing on the First Amendment Date, and at all times thereafter:

LEVEL	MOODY’S RATING	S&P RATING	FITCH RATING	COMMITMENT FEE RATE
-------	----------------	------------	--------------	---------------------

Level 1	Aa3 or above	AA- or above	AA- or above	0.15%
Level 2	A1	A+	A+	0.20%
Level 3	A2	A	A	0.30%
Level 4	A3	A-	A-	0.45%
Level 5	Baa1 or below	BBB+ or below	BBB+ or below	0.70%

In the event of split Ratings (*i.e.*, one of the Rating Agencies' Rating is at a different level than the Rating of another Rating Agency), the Commitment Fee Rate shall be based upon the Level in which the lowest Rating(s) appears. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, the ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. The County acknowledges that as of the First Amendment Date the Commitment Fee Rate is that specified above for Level 1. The commitment fee shall accrue and shall be due and payable quarterly in arrears on the first Business Day of each January, April, July and October, commencing with the first such date to occur after the Closing Date and the Termination Date. The commitment fee shall be calculated on the basis of a 360-day year and the actual number of days elapsed.

1.04. Section 5.03(c) of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

(c) *Reserved.*

2. REQUEST FOR EXTENSION OF MATURITY DATE.

The County hereby requests that the Lender extend the Maturity Date to July 30, 2021, and the Lender agrees to such request.

3. CONDITIONS PRECEDENT.

This Amendment shall be deemed effective on the Amendment Date subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

3.01. Delivery by the County and the Lender of an executed counterpart of this Amendment.

3.02. A certificate of an Authorized County Representative certifying the names and true signatures of the respective officers thereof authorized to sign this Amendment on behalf of the County.

3.03. A certificate of an authorized representative of the City certifying the names and true signatures of the respective officers thereof authorized to sign this Amendment.

3.04. A “no adverse effect opinion” of bond counsel to the County, addressed to the Lender, with respect to the amendments to the Agreement set forth herein.

3.05. Delivery to the Lender of an enforceability opinion of counsel to the County, addressed to the Lender and in form and substance satisfactory to the Lender and its counsel.

3.06. Payment to the Lender on the Amendment Date of the reasonable legal fees and expenses of counsel to the Lender.

3.07. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Lender and its counsel.

4. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

4.01. The County hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the County contained in Article 3 of the Agreement and in each of the Loan Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

4.02. In addition to the representations given in Article 3 of the Agreement, the County hereby represents and warrants as follows:

(a) The execution, delivery and performance by the County of this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the County.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the County of this Amendment or the Agreement, as amended hereby.

(c) This Amendment and the Agreement, as amended hereby, constitute valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors’ rights and remedies generally, the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against

the County, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

5. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH DAKOTA; PROVIDED THAT THE OBLIGATIONS OF THE LENDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

All warranties and representations contained in the Agreement and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Agreement and/or Note continues as security, and all guaranties guaranteeing obligations under the Loan Documents remain in full force and effect. This is an amendment, not a novation. This Amendment shall not be construed as or be deemed to be a waiver by the Lender of existing defaults by the County, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

The County hereby acknowledges the receipt of a copy of this Amendment. The Lender may, on behalf of the County, create a microfilm or optical disk or other electronic image of this Amendment. The Lender may store the electronic image of this Amendment in its electronic form and then destroy the paper original as part of the Lender's normal business practices, with the electronic image deemed to be an original.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

CASS COUNTY, NORTH DAKOTA

By: _____
Name: _____
Title: _____

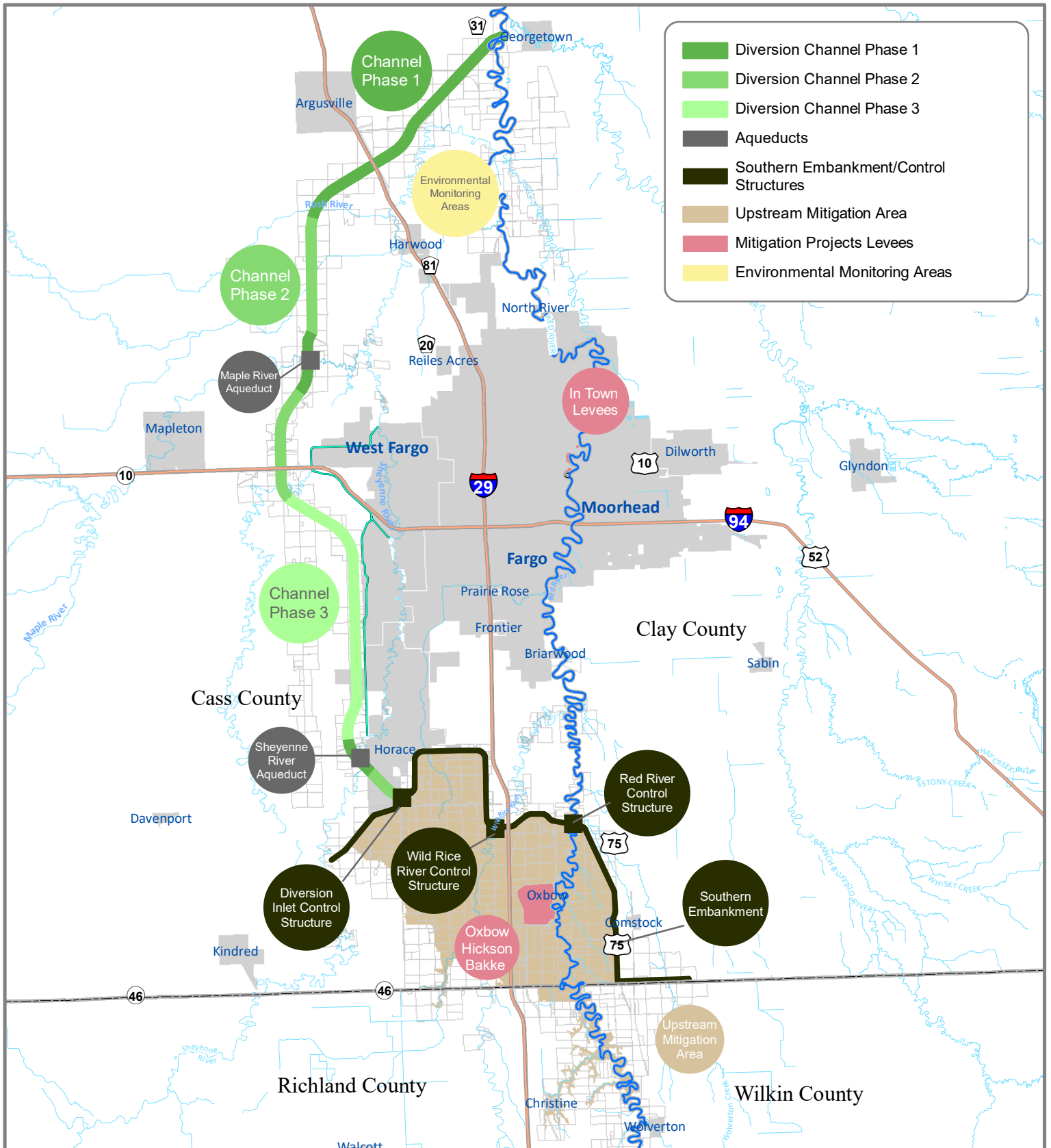
WELLS FARGO, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Acknowledged by:

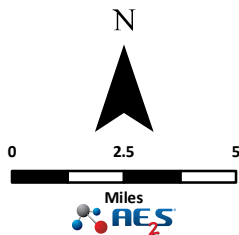
CITY OF FARGO, NORTH DAKOTA

By: _____
Name: _____
Title: _____



- Diversion Channel Phase 1
- Diversion Channel Phase 2
- Diversion Channel Phase 3
- Aqueducts
- Southern Embankment/Control Structures
- Upstream Mitigation Area
- Mitigation Projects Levees
- Environmental Monitoring Areas

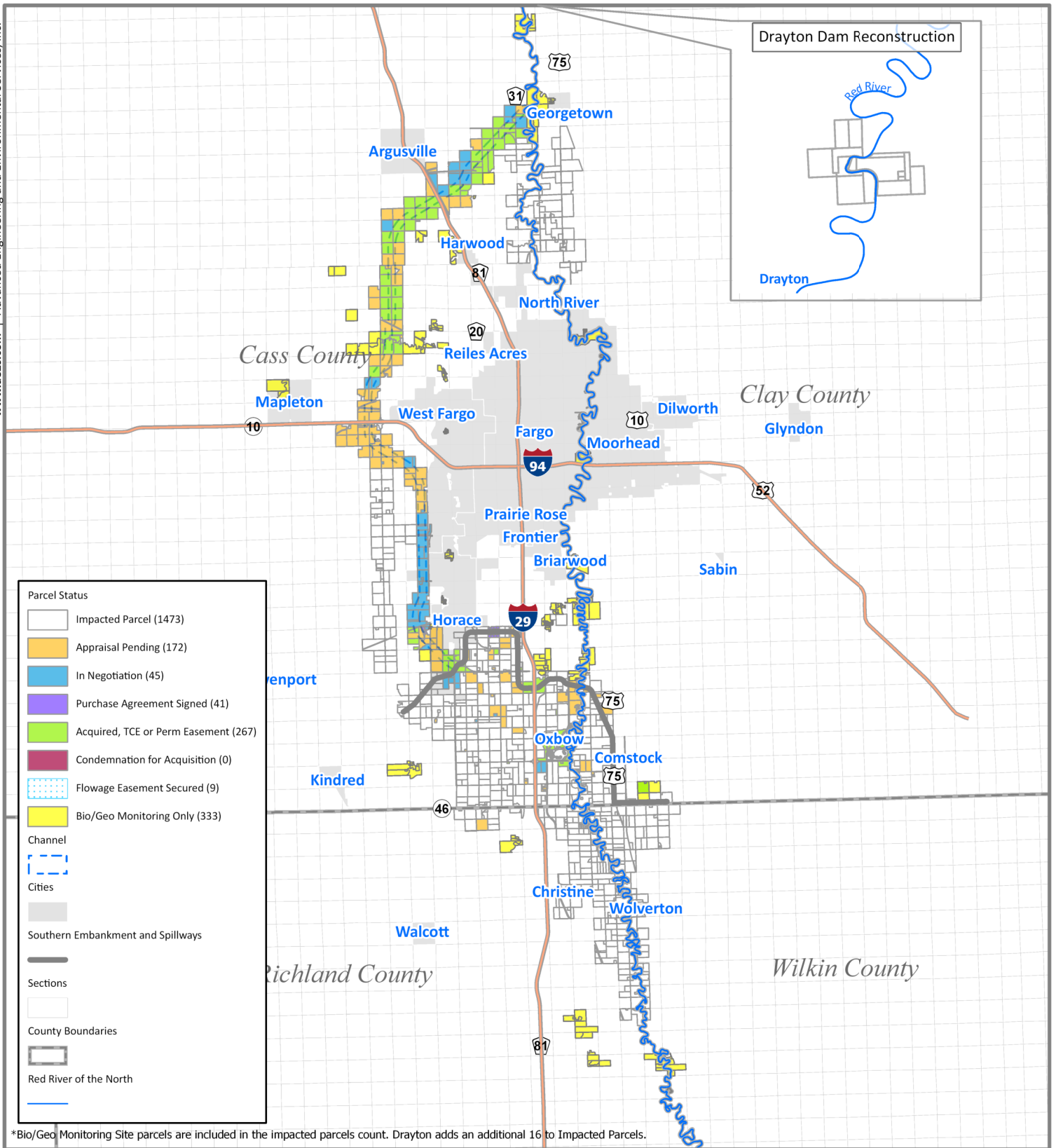
Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey. Coordinate System: NAD 1983 UTM Zone 14N. | Edited by: cwickenheiser
 C:\Data\Projects\GIS\Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\Project Wide\Overall LA Maps\PropertyAcquisitionSevenPhaseMap8x11.mxd



FM AREA DIVERSION KEY ACQUISITION AREAS

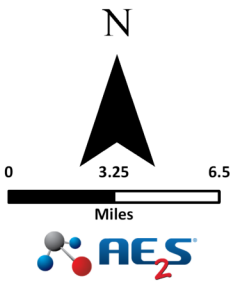
Map Date: 6/19/2019





*Bio/Geo Monitoring Site parcels are included in the impacted parcels count. Drayton adds an additional 16 to Impacted Parcels.

Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\FMDiversionParcelStatus.aprx



PROPERTY ACQUISITION STATUS REPORT

Date: 6/19/2019



Cultural Mitigation Areas

Sheyenne River Site #1

(32-CS-201) Target Completion: Complete



3 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural Mitigation (Excavation) planned for Summer 2019

North of Maple River Site

(32-CS-5139) Target Completion: TBD

ON HOLD



3 parcels total

(Part of Channel Phase 1)

Phase 2 Cultural Investigation complete - ND SHPO Reviewing Report, results of South of Maple River Site may impact next step at this site.

Sheyenne River Site #2

(32-CS-5126) Target Completion: TBD

ON HOLD



1 parcel total

(Part of Channel Phase 1)

Phase 2 Cultural Investigation ON HOLD pending results of Phase 3 work at Sheyenne River Site #1

South of Maple River Site

(32-CS-5127) Target Completion: Complete



3 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural Mitigation (Excavation) planned for Summer 2019

Drain 14 Site

(32-CS-5135) Target Completion: Fall 2019



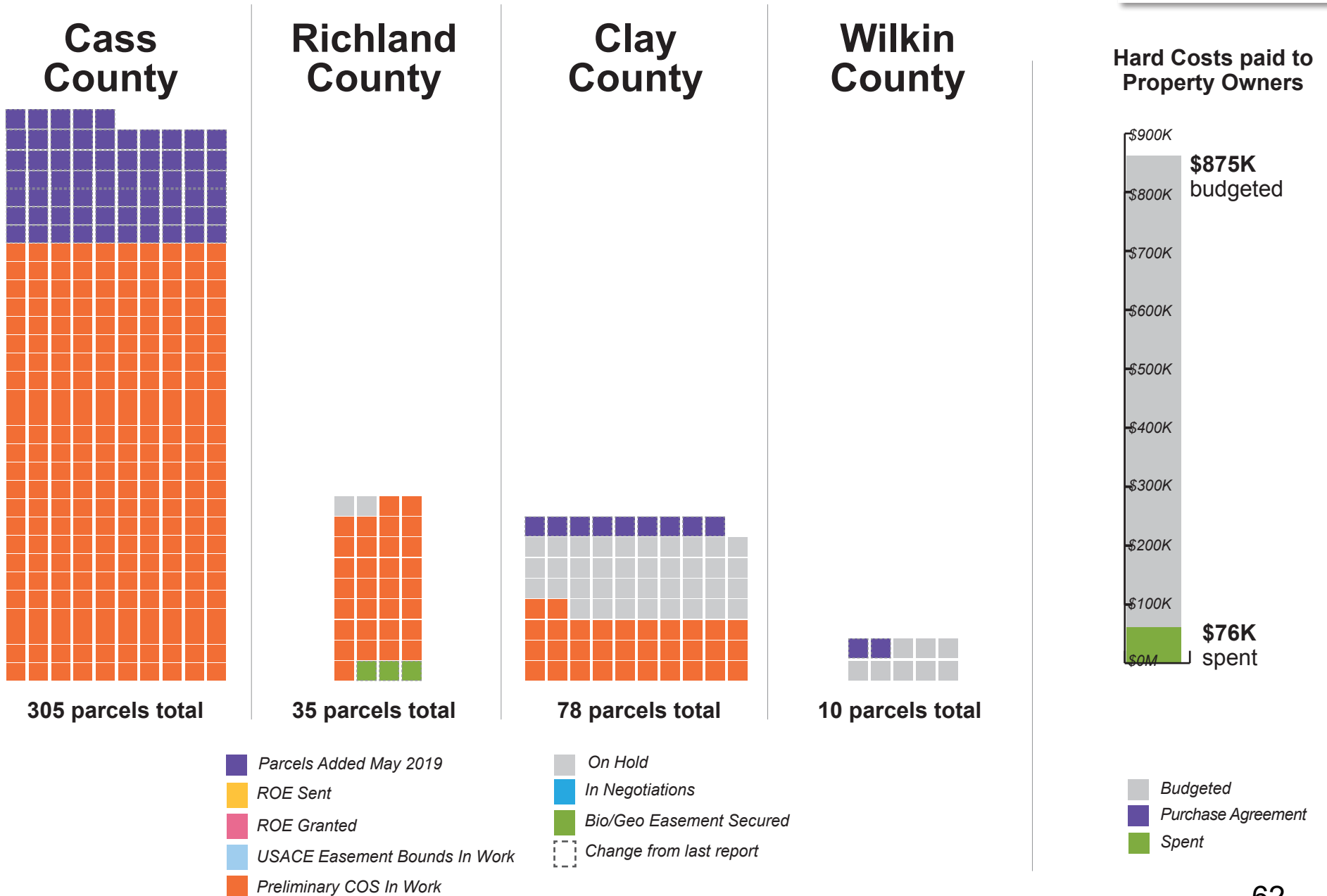
1 parcel total

(Part of Channel Phase 2)

Phase 2 Cultural Investigation (Shovel Test) planned for Fall 2019

- Appraisal Pending
- In Negotiation
- Agreement Signed
- Acquired Parcel
- Condemnation
- Change from last report

Environmental Monitoring Areas (BIOGEO)



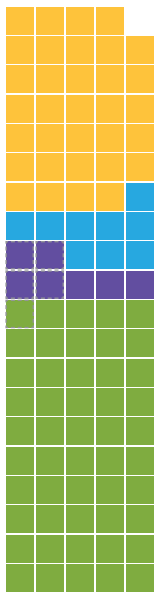
Diversion Channel



Phase 1

(WP LAP01)

Target Completion:
April 2020



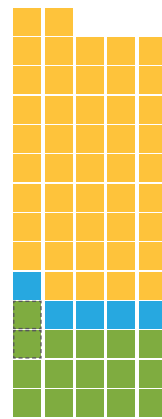
99 parcels total

- 33 Appraisal/MOU Pending
- 9 In Negotiation
- 7 Agreement Signed
- 50 Acquired Parcel/ TCE Secured
- 0 Condemnation
- Change from last report

Phase 2

(WP LAP02)

Target Completion:
April 2020



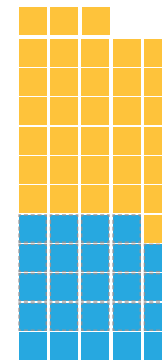
67 parcels total

- 46 Appraisal/MOU Pending
- 5 In Negotiation
- 0 Agreement Signed
- 16 Acquired Parcel/TCE Secured
- 0 Condemnation
- Change from last report

Phase 3

(WP LAP03)

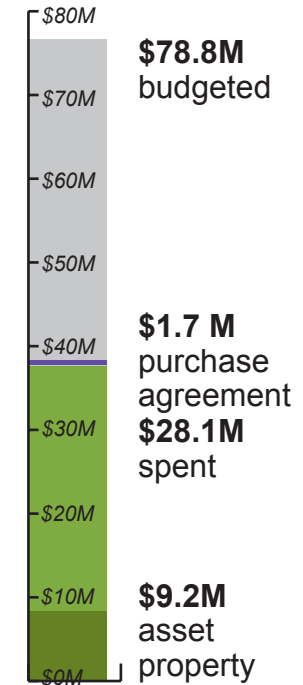
Target Completion:
April 2020



58 parcels total

- 34 Appraisal/MOU Pending
- 24 In Negotiation
- 0 Agreement Signed
- 0 Acquired Parcel/TCE Secured
- 0 Condemnation
- Change from last report

Hard Costs paid to Property Owners

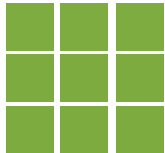


Southern Embankment Control Structures

Diversion Inlet Control Structure

(WP 26)

Targeted Completion: Complete



9 parcels total

- Appraisal Pending
- In Negotiation
- Agreement Signed
- 9 Acquired Parcel
- Condemnation
- Change from last report

Wild Rice Control Structure

(WP 30)

Target Completion: TBD



4 parcels total

- 2 Appraisal Pending
- 0 In Negotiation
- 0 Agreement Signed
- 2 Acquired Parcel
- Changed from last report

Red River Control Structure

(WP 35)

Target Completion: TBD



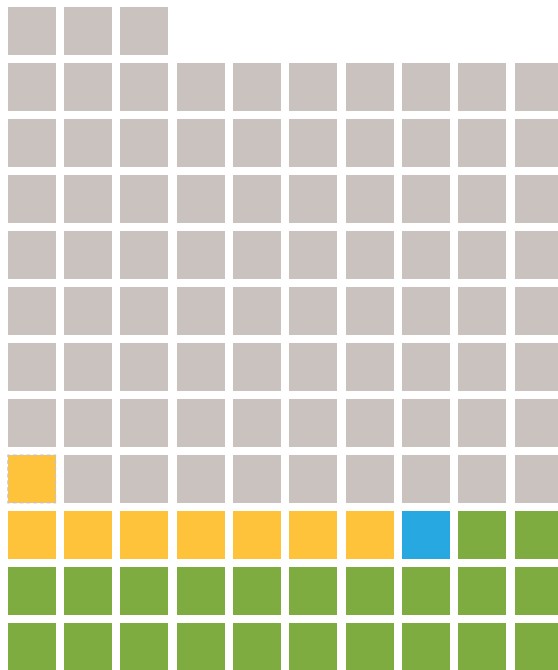
24 parcels total

- 11 Appraisal Pending
- 1 In Negotiation
- 0 Agreement Signed
- 12 Acquired Parcel
- Changed from last report

Southern Embankment

Southern Embankment

(WP ReachSE-1 to SE-5 and I29)
Targeted Completion: TBD

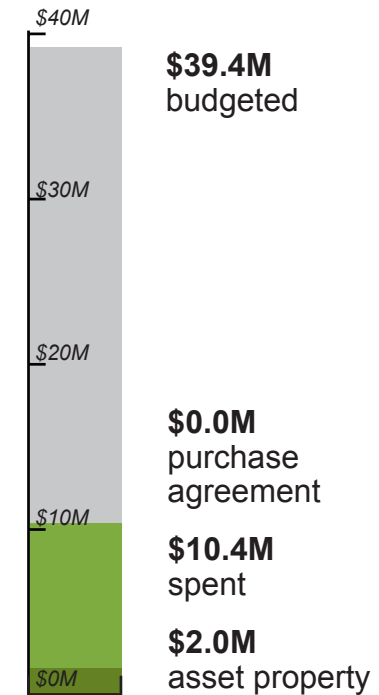


113 parcels total

- 8 Appraisal/ MOU Pending
- 1 In Negotiation
- 0 Agreement Signed
- 22 Acquired Parcel
- Condemnation
- Change from last report

Southern Embankment & Control Structures

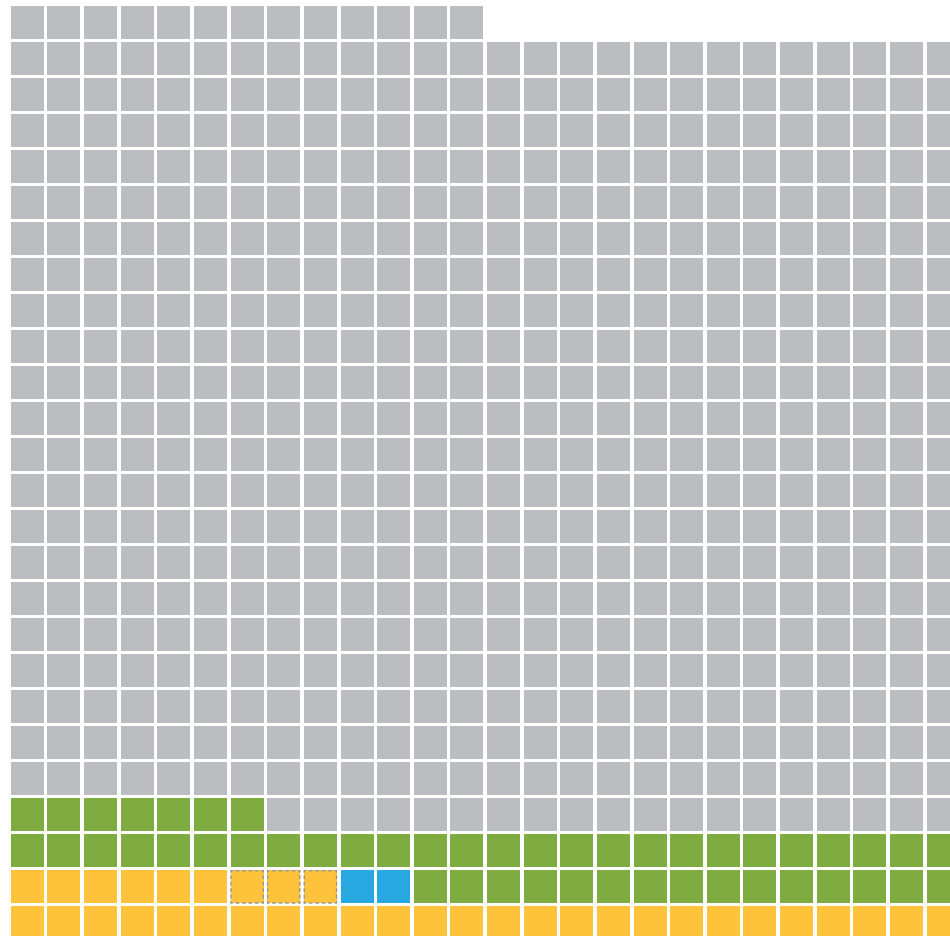
Hard Costs paid to
Property Owners



- Budgeted
- Purchase Agreement
- Spent
- Asset Property

Upstream Mitigation Area (WP 38)

Flowage Easements without structures



Approximately
663 parcels total

35 Appraisal/MOU Pending

2 In Negotiation

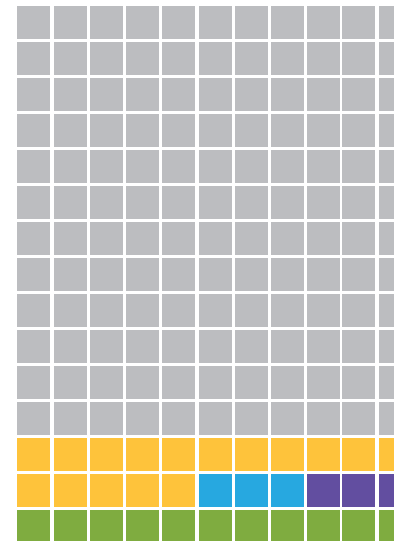
0 Agreement Signed

0 Condemnation

48 Flowage Easement Secured

Changed

Structure Sites



Approximately
165 parcels total

16 Appraisal/MOU Pending

3 In Negotiation

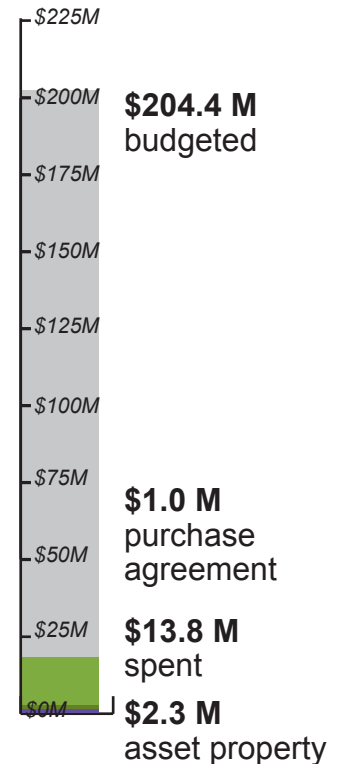
3 Agreement Signed

11 Flowage Easement Secured

Condemnation

Changed

Hard Costs paid to Property Owners



\$204.4 M
budgeted

\$1.0 M
purchase
agreement

\$13.8 M
spent

\$2.3 M
asset property

Budgeted

Purchase Agreement

Spent

Asset Property

OHB Projects

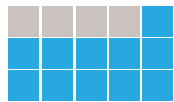


OHB Ring Levee

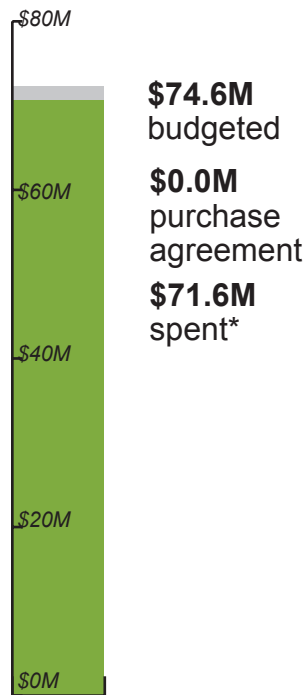
WP 43

Hard Costs paid to Property Owners

Parcels needed for remaining portion of OHB Project.



14 parcels remaining



* Includes parcels purchased outside the OHB Ring Levee

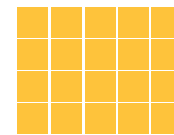
- 0 Appraisal Pending
- 10 In Negotiation
- 0 Agreement Signed
- 0 Acquired Parcel
- 0 Condemnation
- Changed from last report

- Budgeted
- Purchase Agreement
- Spent
- Asset Property

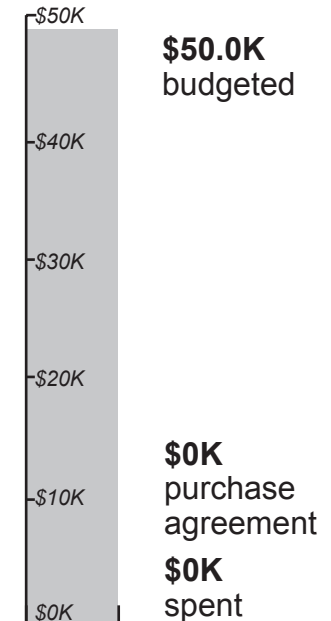
Hickson Main Ave ROW

WP 43D5

Hard Costs paid to Property Owners



20 parcels total



- 20 Appraisal Pending
- 0 In Negotiation
- 0 Agreement Signed
- 0 Acquired Parcel
- 0 Condemnation
- Changed from last report

- Budgeted
- Purchase Agreement
- Spent
- Asset Property