



DIVERSION AUTHORITY BOARD MEETING
 FARGO CITY COMMISSION CHAMBERS
 FARGO, NORTH DAKOTA
 THURSDAY, AUGUST 22, 2019
 3:30 P.M.

1. Call to order
2. Approve minutes from previous meeting Item 2. Action
3. Approve order of agenda Action
4. PMC report Information
5. Army Corps of Engineers project update Information
6. Administrative/Legal Information/action
 - a. SRF Loan Application
 - b. Executive Director Employment Agreement
 - c. Resolution – Maintenance of certain project elements Item 6c.
 - d. Approval of new Public Outreach Committee member
 - e. Memorandum of Understanding with Cass County
7. Public Outreach Information
 - a. Committee report
 - b. MetroCOG Recreation Plan Item 7b.
 - c. Business Leaders Task Force update
8. Land Management Information/action
 - a. Committee report
 - b. Property status report Item 8b.
9. Finance Information/action
 - a. Financial report Item 9a.
 - b. Voucher approval Item 9b.
 - c. Recommended contracting actions
 - Task Order 6 (\$43,710,115) – CH2MHill Item 9c. (i)
 - Work Order No. 6 (\$3,900,000) – Ashurst LLP Item 9c. (ii)
10. Other Business
11. Next Meeting – September 26, 2019
12. Adjournment

**METRO FLOOD DIVERSION AUTHORITY
SPECIAL MEETING
JULY 17, 2019—11:00 AM**

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Wednesday, July 17, 2019, at 11:00 AM in the River Room at Fargo City Hall with the following members present: Moorhead City Council Member Chuck Hendrickson; Clay County Commissioner Kevin Campbell; Clay County Commissioner Grant Weyland; Fargo City Mayor Tim Mahoney; Cass County Joint Water Resource District Chairman Dan Jacobson (alternate DA Board member); and West Fargo City Commissioner Mike Thorstad. Fargo City Commissioner Dave Piepkorn was present for portions of the meeting via teleconference and Cass County Commissioner Mary Scherling; Cass County Commissioner Rick Steen; Cass County Commissioner Chad Peterson; and Moorhead City Mayor Johnathan Judd were present via teleconference. Fargo City Commissioner Tony Grindberg was absent.

2. EXECUTIVE DIRECTOR INTERVIEWS

The Metro Flood Diversion Authority interviewed the following candidates for Executive Director: Barret Lane, commencing at 11:10 a.m.; Joel Paulsen, commencing at 12:30 p.m.; and Ken Decker commencing at 2:15 p.m.

Following the interviews, the Board discussed initial impressions of the candidates and received feedback from Bob Zimmerman, Nathan Boerboom, John Shockley, Pam Derby (HR Consultant), Mike Redlinger, and Robert Wilson regarding the candidates' participation in project briefings, which occurred the day before and morning of the interviews.

3. ADJOURNMENT

The meeting was adjourned by the Chair at 3:35 PM.

Minutes prepared by John Shockley, General Counsel to the Diversion Authority

**METRO FLOOD DIVERSION AUTHORITY
AUGUST 8, 2019—3:10 PM**

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, August 8, 2019, at 3:31 PM in the Fargo City Commission Chambers with the following members present: Cass County Commissioner Mary Scherling; Cass County Commissioner Chad Peterson; Clay County Commissioner Kevin Campbell; Clay County Commissioner Grant Weyland via conference call; Fargo City Mayor Tim Mahoney via conference call; Fargo City Commissioner Tony Grindberg; Fargo City Commissioner Dave Piepkorn; Moorhead City Council Member Chuck Hendrickson; Cass County Joint Water Resource District Manager Rodger Olson; and West Fargo City Commissioner Mike Thorstad. Cass County Commissioner Rick Steen and Moorhead City Mayor Johnathan Judd were absent. Tom Dawson, Chair of the Chamber Business Leaders Task Force, was also present.

2. MINUTES APPROVED

MOTION, passed

Mr. Piepkorn moved and Mr. Campbell seconded to approve the minutes from the July 25, 2019, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mr. Hendrickson moved and Mr. Olson seconded to approve the order of the agenda. Motion carried.

4. .GOV DOMAIN REGISTRATION

Robert Wilson, Cass County Administrator and Co-Executive Director, said a number of IT issues need to be addressed as part of the process to set up email addresses for the new Executive Director and other office staff. The current website has a .com address and since the Diversion Authority is a public entity, now is the time to transition to a .gov domain.

A letter has been drafted to .Gov Domain Registration to begin the process to create fmdiversion.gov as the domain for the Metro Flood Diversion Authority. Mr. Wilson needs a recommendation from the board to approve the letter.

MOTION, passed

Mr. Grindberg moved and Mr. Peterson seconded to approve and send the .Gov Domain Registration letter for the Diversion Board of Authority. On roll call vote, the motion carried unanimously.

5. EXECUTIVE SESSION

North Dakota state law allows the board to meet in executive session to consult with legal counsel to discuss contract negotiations.

MOTION, passed

Mr. Piepkorn moved and Mr. Peterson seconded that the Metro Flood Diversion Authority meet in executive session pursuant to N.D.C.C. § 44-04-19.1 (9), to discuss negotiating parameters for an employment agreement with Joel Paulsen as Executive Director. Motion carried.

Diversion Authority board members and key administrative staff moved to the River Room at 3:35 PM for the executive session.

The executive session ended, and the meeting was re-opened to the public at 4:30 PM.

6. **EXECUTIVE DIRECTOR, Co-Executive Directors and General Counsel to finalize Employment Agreement with Joel Paulsen**

MOTION, passed

Mr. Peterson moved and Mr. Grindberg seconded to authorize the Co-Executive Directors and General Counsel to finalize an Employment Agreement with Joel Paulsen based on discussions during the executive session and contingent upon reaching successful negotiations with Mr. Paulsen. On roll call vote, the motion carried unanimously.

7. **NEXT MEETING DATE**

The next meeting is scheduled for Thursday, August 22nd.

8. **ADJOURNMENT**

MOTION, passed

On motion by Mr. Peterson, seconded by Mr. Piepkorn, and all voting in favor, the meeting was adjourned at 4:32 PM.

**RESOLUTION REQUESTING THAT THE CITY OF FARGO UNDERTAKE
MAINTENANCE OF MISCELLANEOUS PROJECT ELEMENTS LOCATED WITHIN
THE CITY OF FARGO AND AUTHORIZING THE REIMBURSEMENT
OF SUCH MAINTENANCE COSTS AND EXPENSES**

of the

METRO FLOOD DIVERSION AUTHORITY

Approved on _____, 2019

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

Member _____ introduced the following resolution and moved for its adoption:

**RESOLUTION REQUESTING THAT THE CITY OF FARGO UNDERTAKE
MAINTENANCE OF MISCELLANEOUS PROJECT ELEMENTS LOCATED WITHIN
THE CITY OF FARGO AND AUTHORIZING THE REIMBURSEMENT
OF SUCH MAINTENANCE COSTS AND EXPENSES**

WHEREAS, the Metro Flood Diversion Authority (the “Diversion Authority”) was established by five (5) member entities through the execution of a Joint Powers Agreement, dated June 1, 2016 (the “Joint Powers Agreement”), for the purpose of constructing, operating, and maintaining the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

WHEREAS, the member entities of the Diversion Authority (the “Member Entities” or “Member Entity”) include the City of Fargo, North Dakota; the City of Moorhead, Minnesota; Cass County, North Dakota; Clay County, Minnesota; and the Cass County Joint Water Resource District; and

WHEREAS, the construction of the Comprehensive Project includes various elements (“Project Elements”) that are located in both North Dakota and Minnesota; and

WHEREAS, during and following construction, the Project Elements will require management, operations, and maintenance; and

WHEREAS, pursuant to section 13.01 of the Joint Powers Agreement, the Diversion Authority is responsible for overseeing the management, operations, and maintenance of the Comprehensive Project as a whole and of the Project Elements; and

WHEREAS, sections 13.04 and 13.07 of the Joint Powers Agreement authorize that the Diversion Authority may request that a Member Entity undertake maintenance of the Comprehensive Project or a Project Element; and

WHEREAS, in the event the Diversion Authority requests that a Member Entity undertake maintenance, section 13.01 of the Joint Powers Agreement provides that the Diversion Authority shall reimburse the Member Entity for all reasonable costs incurred by the Member Entity arising from or directly related to such maintenance; and

WHEREAS, the Diversion Authority desires that the City of Fargo (“Fargo”), in its capacity as a Member Entity, undertake maintenance of various Project Elements, as described herein; and

WHEREAS, in return for Fargo performing such maintenance, the Diversion Authority will reimburse Fargo for all reasonable costs incurred arising from or directly related to such maintenance as set forth in the Joint Powers Agreement.

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

1. Project Element. The Diversion Authority formally requests that Fargo, in its capacity as a Member Entity, complete maintenance on the following Project Elements.

A. 2nd Street Floodwall & Levees and Storm Sewer Lift Stations

1. **COF Project #FM-14-81 (DA# WP-42A.1/A.3)**
 - (a) Floodwall, levee, generator and COF LS #18
2. **COF Project #FM-14-82 (DA# WP42F.2)**
 - (a) Floodwall and levee
3. **COF Project #FM-14-84 (DA# WP42E)**
 - (a) Floodwall and COF LS #1
4. **COF Project #FM-14-91 (DA# WP42A.2)**
 - (a) Floodwall and COF LS #23
5. **COF Project #FM-14-92 (DA# WP42F.1.S)**
 - (a) Floodwall and levee
6. **COF Project #FM-14-93 (DA# WP42F.1.N)**
 - (a) Floodwall and levee

B. Mickelson Field Levee and Storm Sewer Lift Station

1. **COF Project #5902-02**
 - (a) Levee, generator and COF LS #29
2. **COF Project #FM-15-H1 (DA# WP421.1)**
 - (a) Levee

C. El Zagal Area Levee and Storm Sewer Lift Station

1. **COF Project #6058**
 - (a) COF LS #75
2. **COF Project #FM-14-51**
 - (a) Levee
3. **COF Project #FM-14-52 (DA# WP42H.2)**
 - (a) Floodwall and levee

D. Ridgewood Area Levee and Storm Sewer Lift Station

1. **COF Project #5229**

(a) Floodwall, Levee and COF LS#26

(hereinafter the “Fargo Project Elements”).

2. Maintenance Requested. Fargo shall perform maintenance of each of the Fargo Project Elements as determined necessary in its discretion to satisfy any requirements imposed by applicable law and agreements or plans entered into by the Diversion Authority, including the overall operations and maintenance plan for the Comprehensive Project. Additionally, Fargo’s engineering staff shall work with the Diversion Authority’s engineering consultants on an ongoing basis to remain apprised of various maintenance requirements.

3. Maintenance Contracts. Fargo will be responsible for letting the contracts for such maintenance and coordinating all maintenance efforts with selected contractors. The contract shall identify Fargo as the owner of the Fargo Project Element, and the form of the contract shall be approved by the Program Management Consultant and the Co-Deputy Executive Directors or Executive Director. Fargo shall approve of the contract for maintenance at a public meeting and by resolution and shall file a copy of the contract with the Secretary of the Diversion Authority.

4. Processing Pay Requests or Change Orders. Fargo shall review and approve of all pay requests or change orders relating to its maintenance contracts; provided, however, that change orders exceeding ten percent (10%) or one hundred fifty thousand dollars (\$150,000), whichever amount is smaller, of the original contract amount for such maintenance shall be approved by the Co-Deputy Executive Directors or Executive Director. Fargo shall file copies of all pay requests and change orders pursuant to this Section with the Secretary of the Diversion Authority.

5. Final Punch List. Prior to Fargo approving the final punch list and the final pay request for maintenance of a Fargo Project Element, the Co-Deputy Executive Directors or Executive Director shall review and approve the final punch list and pay request to assure that the maintenance of the Fargo Project Element is completed in accordance with the overall operations and maintenance plan for the Comprehensive Project.

6. Disputes with Contractors. Fargo shall coordinate with the Diversion Authority with respect to any disputes with contractors regarding its maintenance contracts for Fargo Project Elements. Such coordination shall include any potential or ongoing litigation with a contractor. If Fargo has a claim made against it for a contract for maintenance of a Fargo Project Element, the Diversion Authority shall reimburse Fargo for any and all legal fees or other costs or damages Fargo incurs arising from or related to the contract dispute. Claims made or brought against Fargo arising out of a contract for maintenance of a Fargo Project Element shall be venued in accordance with the applicable maintenance contract venue selection language and/or applicable federal or state rules, regulations, or laws.

7. Reimbursement. The Diversion Authority will reimburse Fargo for all reasonable costs incurred by Fargo, including those set forth in the preceding Section, arising from or directly related to the maintenance of the Fargo Project Elements described herein. To receive reimbursement, Fargo must submit a request for reimbursement to the Finance Committee, generally describing the maintenance that was provided, along with invoices representing the requested reimbursement amount. The Finance Committee will thereafter make a recommendation to the Diversion Authority. The Finance Committee and Diversion Authority reserve the ability to request additional information from Fargo in its review of the reimbursement request and have final authority regarding approval of the reimbursement of Fargo Project Element costs.

8. Effective Date. This resolution shall be effective immediately upon its adoption.

Dated: _____, 2019.

METRO FLOOD DIVERSION AUTHORITY

APPROVED:

Mary Scherling, Chair

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.

FARGO-MOORHEAD DIVERSION RECREATION PLAN

Fargo-Moorhead Metropolitan Council of Governments

PROJECT GOALS



- ◆ Provide a wide range of year-round recreation activities
- ◆ Restore native plant communities and create habitat
- ◆ Create a distinct and branded attraction
- ◆ Provide connectivity

PROJECT GOALS



- ◆ Complements adjacent existing and/or planned land uses
- ◆ Complements permanent flood protection
- ◆ Supports economic vitality
- ◆ Contributes to quality of life/workforce attraction
- ◆ Supports public health

POTENTIAL PROGRAMMING/USERS



Skate Features



Pump Tracks/Bike Skills



Sustainable Mountain Bike Trails



Birding/Hiking



Cross Country Skiing



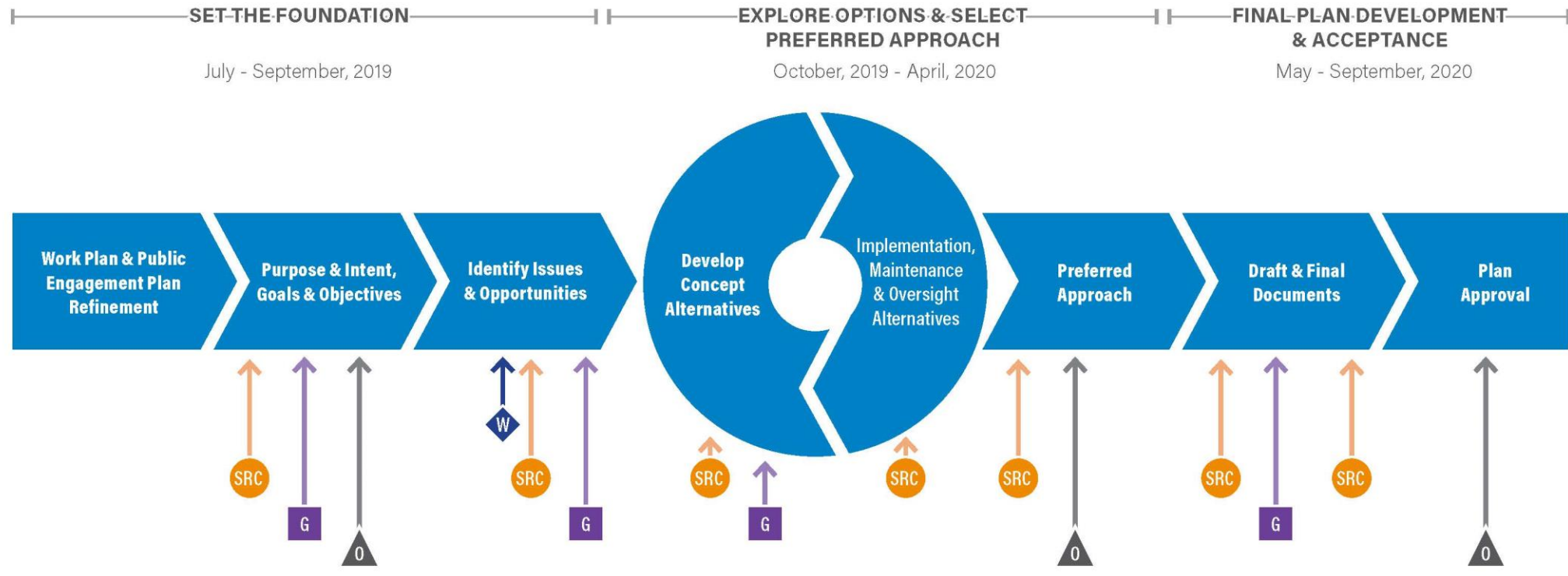
Bowhunting/Archery

POTENTIAL PROGRAMMING/USERS



PROJECT APPROACH

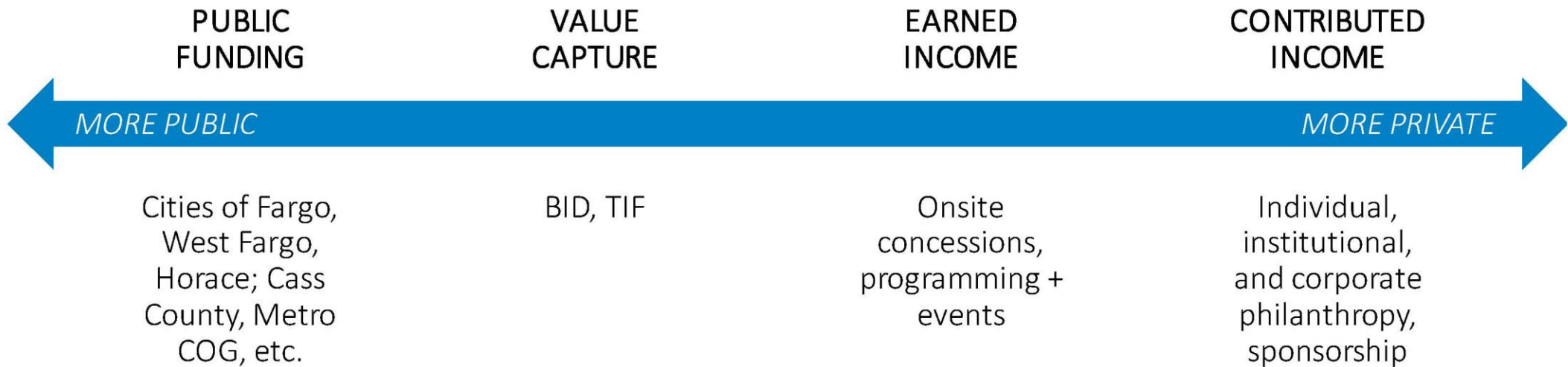
Project Approach Methodology



- Study Review Committee
- General Public &/or Focus Groups
- Elected/Appointed Officials
- Workshop

OPERATIONS AND MAINTENANCE FUNDING

The Fargo Diversion Project will need to draw upon a combination of funding sources to support operations, which in turn will guide the optimal governance approach



Key questions that will drive operations and funding opportunities:

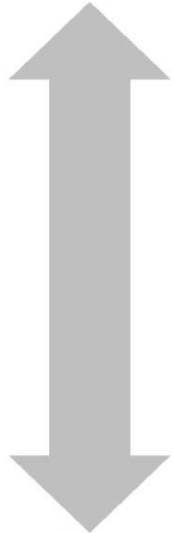
What is **legally permissible**?
Politically palatable?

What is the **appetite for risk**?
Strength and commitment of leadership?

GOVERNANCE STRATEGY

Successful governance strategies consider partners' respective strengths, with the range of responsibilities allocated to public, nonprofit, and other entities

Public Agencies



**Private/Non-profit
Partners**

Construction & Development

Capital Maintenance

Routine O&M

Security

Management

Earned Income Program

Fundraising

Advocacy

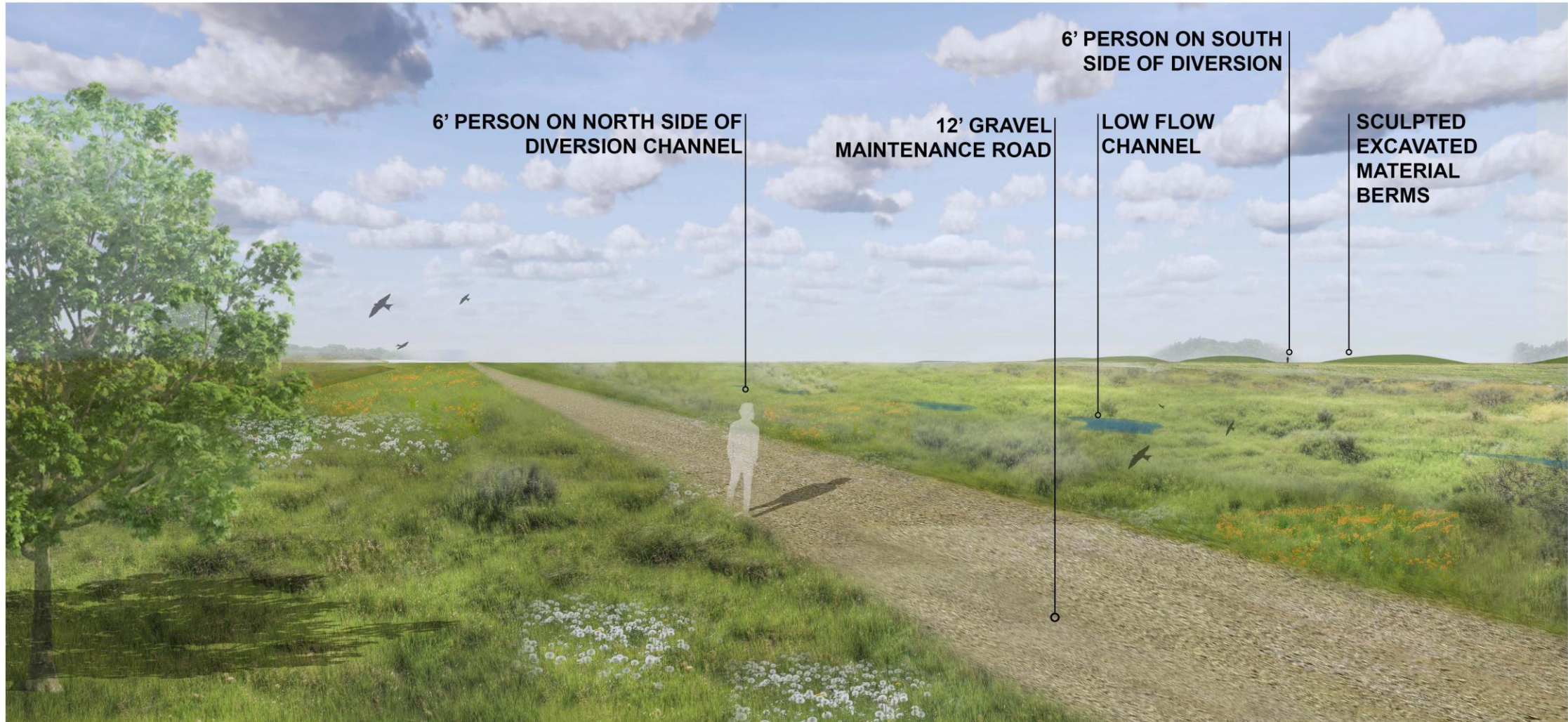
Programming

PUBLIC OUTREACH

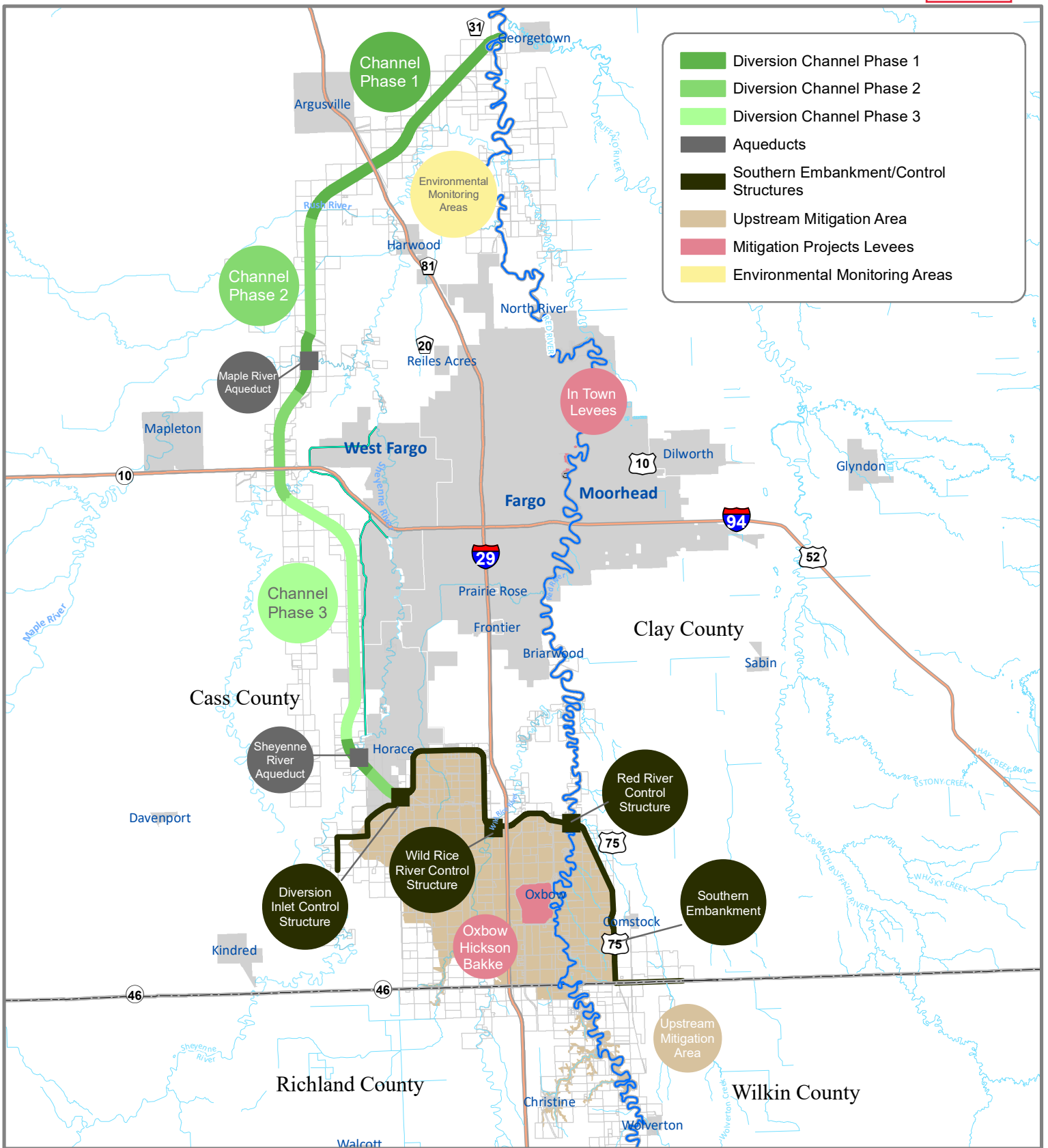
Public Engagement Plan

	Key Messages	Communication Outlets
Phase 1	<ul style="list-style-type: none">• Project purpose and intent• Project vision, goals and objectives• Solicit recreation suggestions	Pop-up Events (4) Public Meeting #1 Online Survey #1
Phase 2	<ul style="list-style-type: none">• Proposed recreation alternatives• Alternatives evaluation	Pop-up Events (2) Public Meeting #2 Online Survey #2
Phase 3	<ul style="list-style-type: none">• Recommended recreation features• Recommended implementation strategy	Public Meeting #3

Thank You!

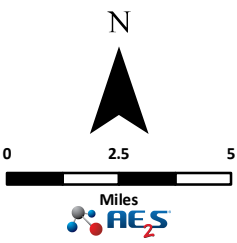


FARGO-MOORHEAD DIVERSION RECREATION PLAN



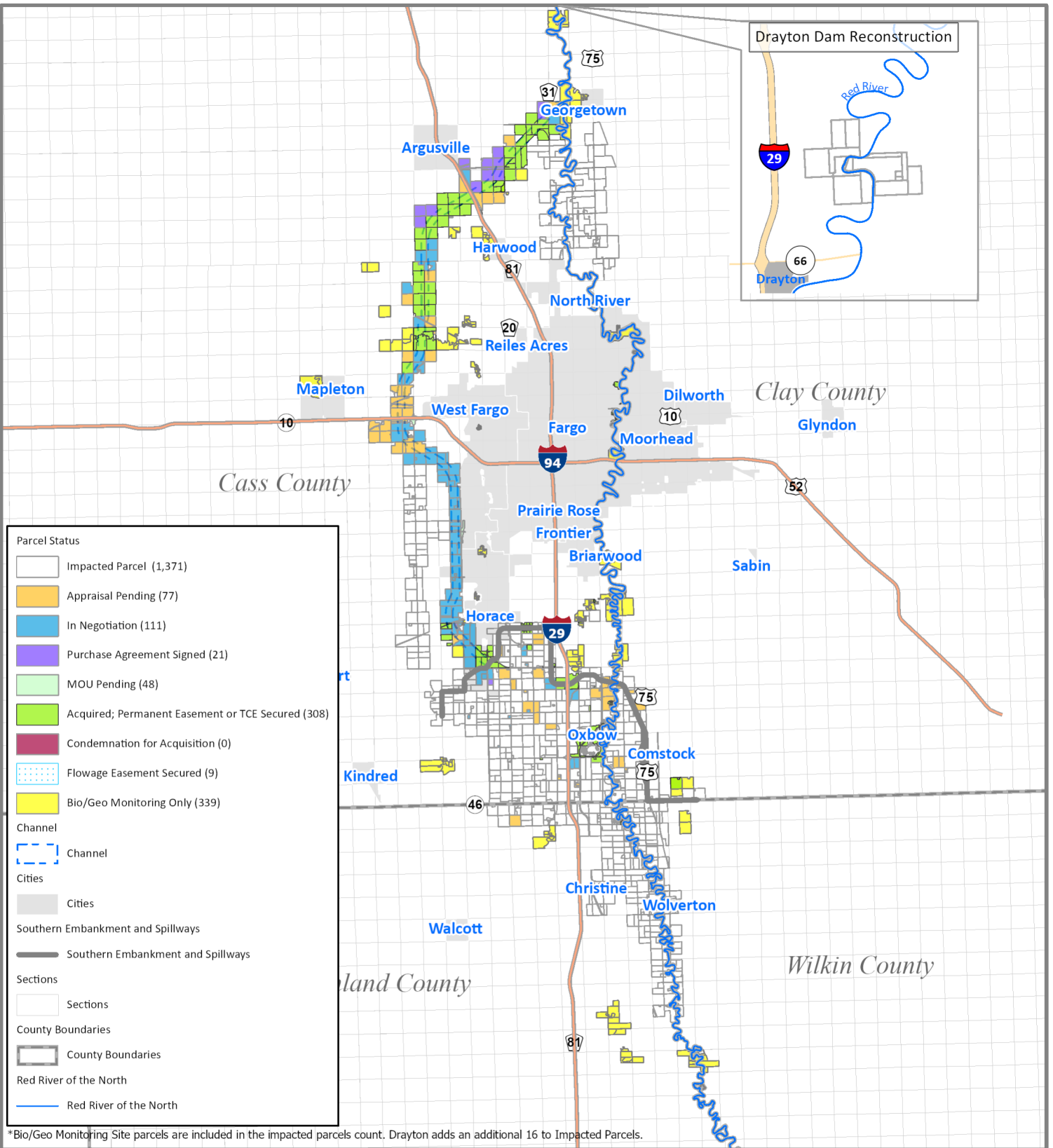
- Diversion Channel Phase 1
- Diversion Channel Phase 2
- Diversion Channel Phase 3
- Aqueducts
- Southern Embankment/Control Structures
- Upstream Mitigation Area
- Mitigation Projects Levees
- Environmental Monitoring Areas

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



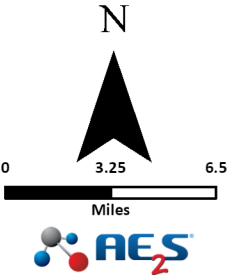
FM AREA DIVERSION KEY ACQUISITION AREAS





*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: 8/12/2019



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) In Work

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) In Work

Drain 14 Site

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



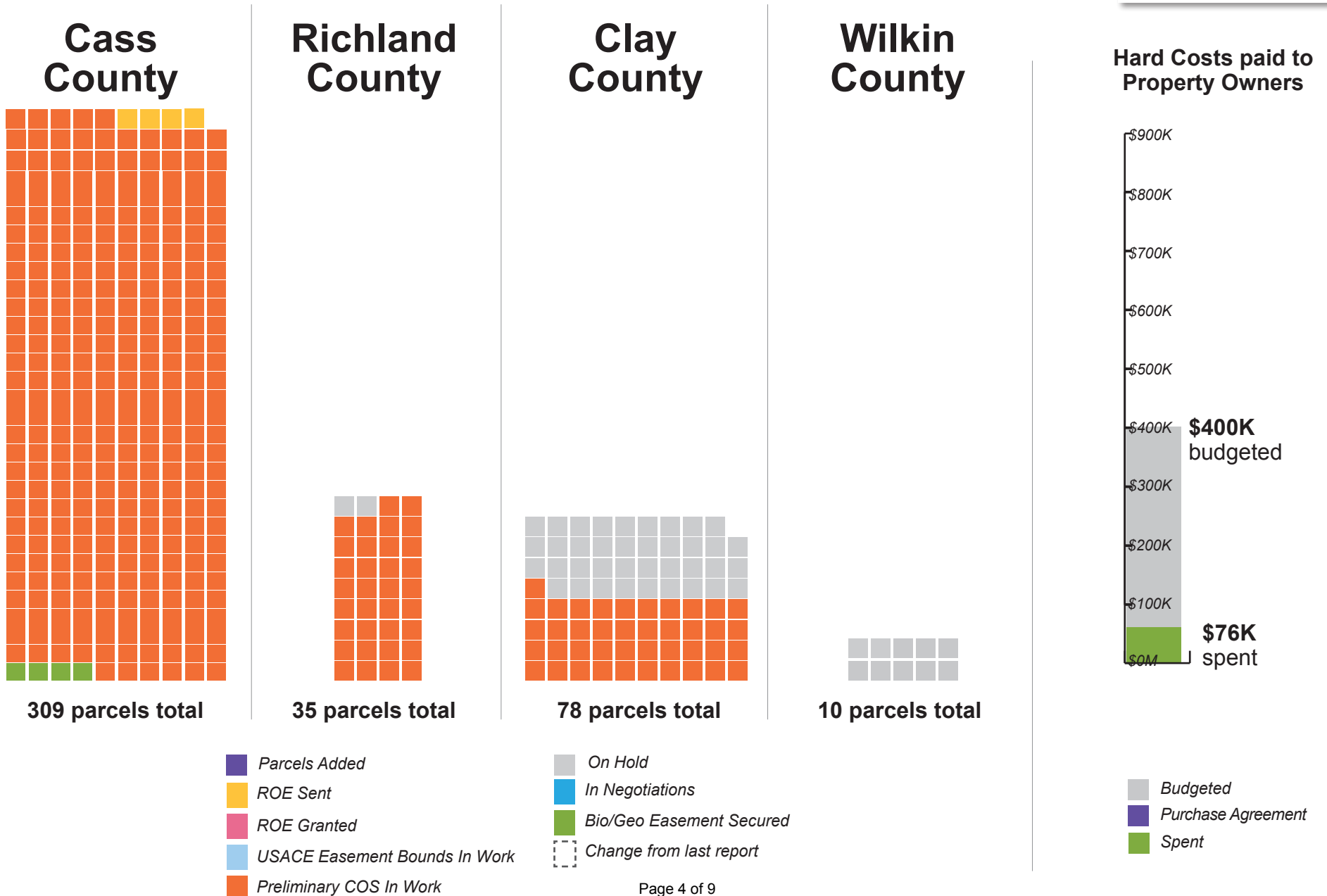
1 parcel total

(Part of Channel Phase 2)

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

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

Environmental Monitoring Areas (BIOGEO)



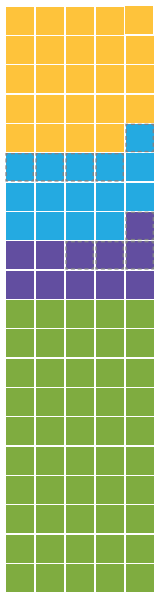
Diversion Channel



Phase 1

(WP LAP01)

Target Completion:
April 2020



100 parcels total

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

Phase 2

(WP LAP02)

Target Completion:
April 2020



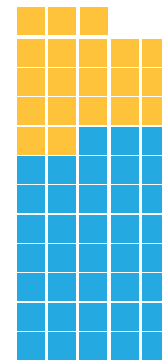
67 parcels total

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

Phase 3

(WP LAP03)

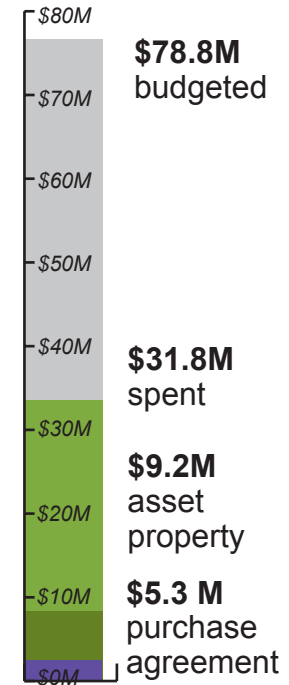
Target Completion:
April 2020



58 parcels total

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

Hard Costs paid to Property Owners



- Budgeted
- Purchase Agreement
- Spent
- Asset Property

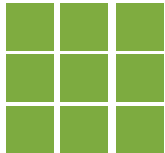
Southern Embankment Control Structures



Diversion Inlet Control Structure

(WP 26)

Targeted Completion: Complete



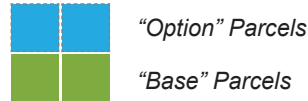
9 parcels total

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

Wild Rice Control Structure

(WP 30)

Target Completion: TBD



4 parcels total

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

Red River Control Structure

(WP 35)

Target Completion: TBD



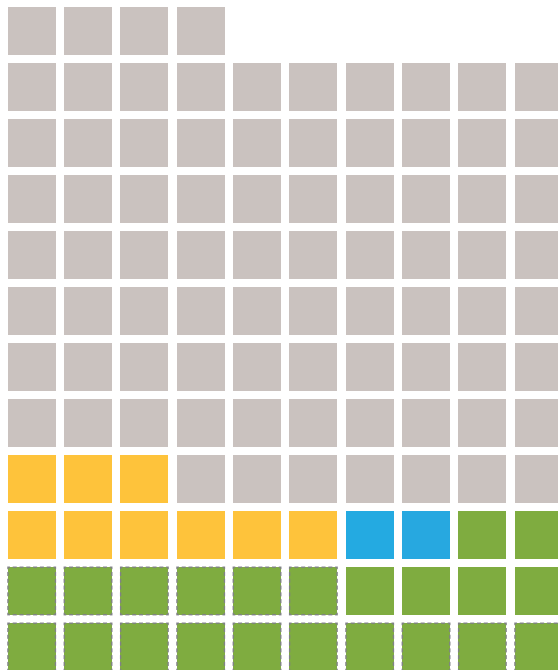
24 parcels total

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

Southern Embankment

Southern Embankment

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

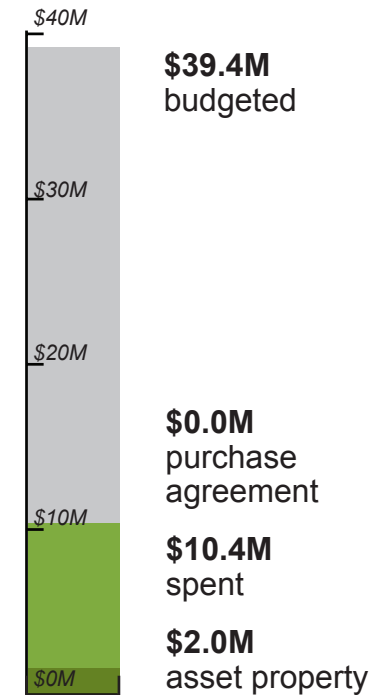


114 parcels total

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

Southern Embankment & Control Structures

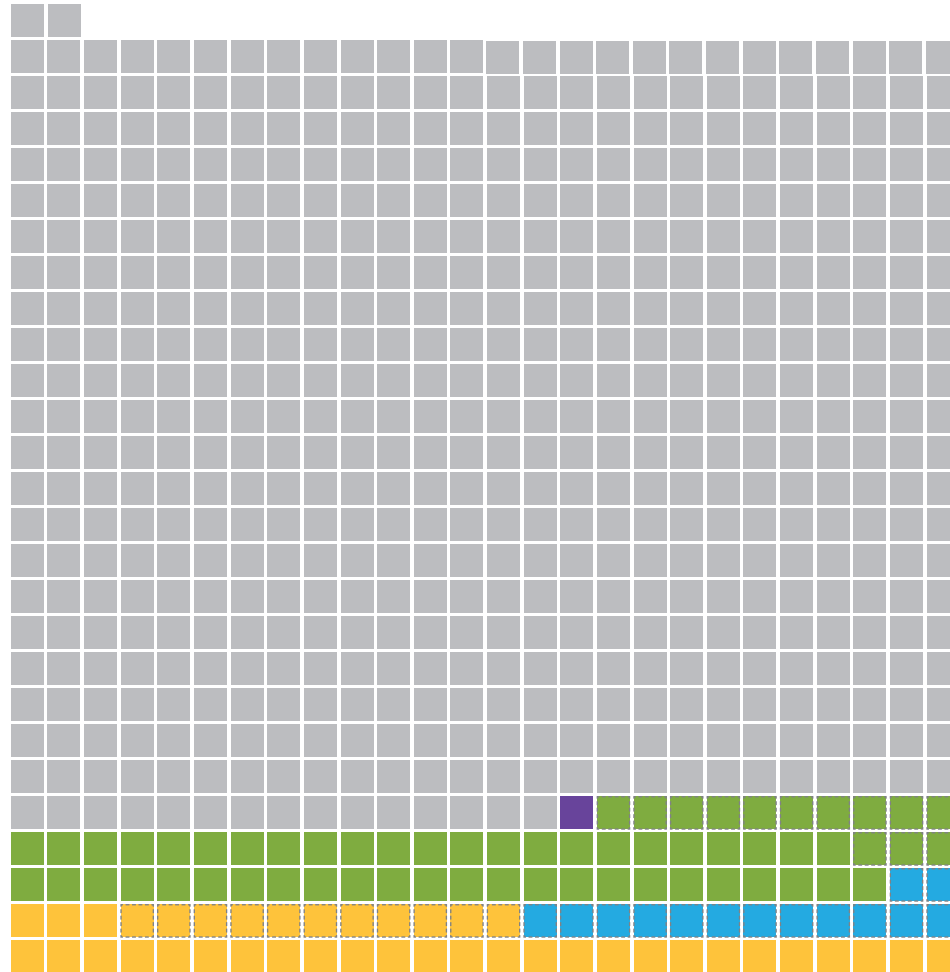
Hard Costs paid to
Property Owners



- Budgeted
- Purchase Agreement
- Spent
- Asset Property

Upstream Mitigation Area (UMA)

Flowage Easements without structures



Approximately
678 parcels total

39 Appraisal/MOU Pending

14 In Negotiation

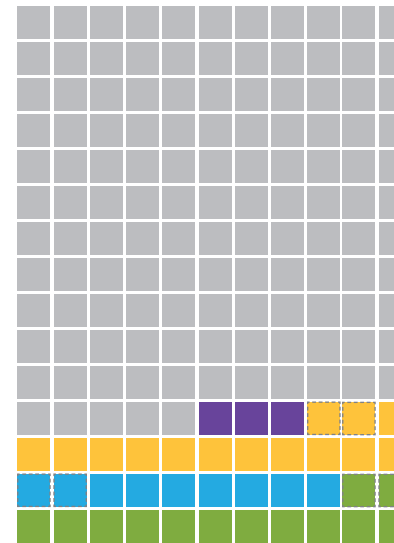
1 Agreement Signed

60 Flowage Easement Secured

0 Condemnation

Changed

Flowage Easement Structure Sites



Approximately
165 parcels total

14 Appraisal/MOU Pending

9 In Negotiation

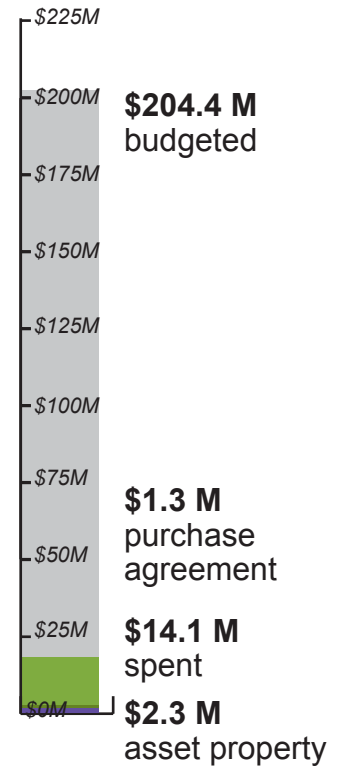
3 Agreement Signed

13 Flowage Easement Secured

Condemnation

Changed

Hard Costs paid to Property Owners



Budgeted

Purchase Agreement

Spent

Asset Property

OHB Projects

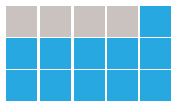


OHB Ring Levee

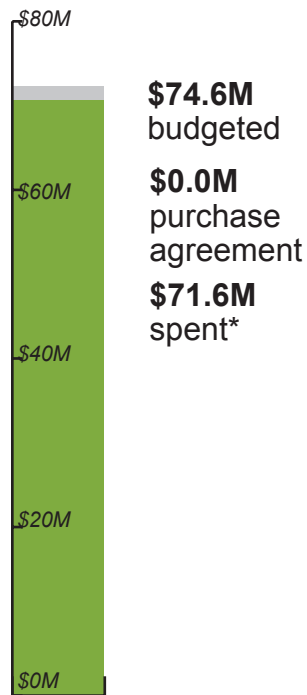
WP 43

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

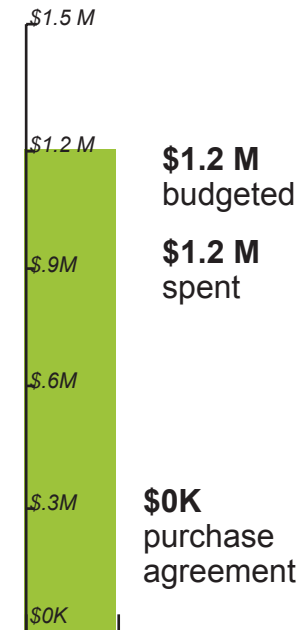
Hickson Main Ave ROW

WP 43D5

Hard Costs paid to Property Owners



2 parcels total



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

- Budgeted
- Purchase Agreement
- Spent
- Asset Property

FM Metropolitan Area Flood Risk Management Project
 Fiscal Accountability Report Design Phase (Fund 790)
 As of 07/31/2019

	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	16,886,588	176,811,087
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	8,216,350	211,044,718
State Water Commission			3,782,215	602,918	31,056,740	101,436,302	23,650,143	10,229,504	16,653,324	187,411,146
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	680,605	2,110,503
Asset Sales				616,774	315,892	175,190	117,079	-	-	1,224,935
Interest Income							505,157	1,246,875	1,030,933	2,782,965
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	43,467,800	582,208,408
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	547,920	3,519,908
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	1,229,263	31,522,712
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	4,011,068	54,930,609
7925 WIK - Recreation		163,223							40,000	203,223
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	15,789,762	191,611,143
7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566	35,457	4,354	4,175	2,220,974
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	7,481,359	77,534,581
7951 Construction - Minnesota										-
7952 Construction - O/H/B				11,282,504	5,044,001	776,720	7,365,462	7,478,270	487,722	32,434,679
7955 Construction Management				556,209	2,867,422	5,182,366	1,498,050	294,744	244,751	10,643,542
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	7,420,954	32,040,210
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	37,298,468	491,031,490

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

	Amount
Assets	
Cash	\$ 95,006,021
Receivables	
State Water Commission *	-
Proceeds from Oxbow Lot Sales	499,674
Total assets	95,505,694
 Liabilities	
Vouchers payable	2,764,150
Retainage payable	1,560,125
Rent Deposit	4,500
Total liabilities	4,328,775
 NET POSITION	\$ 91,176,919

* Receivable balance is as of 6.30.2019

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

	2019 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	-	1,850	16,887			
Cass County	-	1,134	8,216			
State of ND - 50 % Match	-	-	8,351			
State of ND - 100% Match	-	-	8,302			
State of Minnesota	-	-	-			
Other Agencies	-	-	-			
Financing Proceeds	-	151	1,040			
Reimbursements	-	-	-			
Sales of Assets	-	-	-			
Property Income	-	1	681			
Miscellaneous	-	-	-			
Total Revenue Sources	162,723	3,136	43,477	-	-	119,246
Funds Appropriated						
Diversion Channel & Assoc. Infrastructure	14,948	182	750	0%	2,876	11,322
Southern Embankment & Assoc. Infrastructure	1,136	12	44	4%	2,163	(1,071)
Other Mitigation Projects	3,960	68	790	20%	734	2,436
In-Town Flood Protection	50,509	2,204	7700	15%	4,413	38,396
Enabling Work / Other	656	3	3	0%	-	653
Land Acquisition & Mitigation	66,519	4,657	15224	23%	49,871	1,424
Engineering & Design Fees	3,813	451	1627	43%	4,814	(2,628)
Program Management	11,154	717	3813	34%	41,830	(34,490)
Contingency	-	-	0	0%	-	-
Debt Service	9,996	919	7304	73%	566	2,125
Maintenance	32	-	41	130%	-	(9)
Total Appropriations	162,724	9,214	37,298	23%	107,269	18,157

METRO FLOOD DIVERSION AUTHORITY

Tuesday 13 August 2019

Data Through Date: Wednesday, July 31, 2019

Summary of Expenses

EXP-2019-07

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-7910-429.33-20	7/23/2019	JB07190024	CITY OF FARGO-AUDITORS OFFICE	\$5,203.31	CHARGE FOR COF TIME-07/19	V00102	General & Admin. WIK
Other Services / Accounting Services				\$5,203.31			
790-7910-429.33-25	7/3/2019	297456	ERIK R JOHNSON & ASSOCIATES	\$1,600.80	3/26-4/25 LEGAL MATTERS	V00102	General & Admin. WIK
	7/3/2019	297456	ERIK R JOHNSON & ASSOCIATES	\$232.00	4/26-5/25 GENERAL LEGAL	V00102	General & Admin. WIK
	8/3/2019	745	P CARD BMO	\$80,289.91	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$82,122.71			
790-7910-429.33-98	7/18/2019	297770	CPS HR CONSULTING	\$4,189.87	DIRECTOR RECRUITING EXP	V03601	EXEC DIRECTOR RECRUITMENT
Other Services / Personnel Recruitment				\$4,189.87			
790-7910-429.38-68	8/3/2019	745	P CARD BMO	\$3,000.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
	8/6/2019	748	P CARD BMO	\$3,000.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
Other Services / Lobbyist				\$6,000.00			
790-7915-429.33-05	7/3/2019	297477	HOUSTON-MOORE GROUP LLC	\$63,639.00	HYDROLOGY & HYDRAULIC MOD	V01625	HYDROLOGY/HYDRAULIC MODEL
	7/3/2019	297477	HOUSTON-MOORE GROUP LLC	\$80,009.25	HYDROLOGY & HYDRAULIC MOD	V01625	HYDROLOGY/HYDRAULIC MODEL
	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$12,547.50	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$7,087.04	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	7/18/2019	297746	BEAVER CREEK ARCHAEOLOGY	\$4,600.00	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
	7/18/2019	297746	BEAVER CREEK ARCHAEOLOGY	\$4,600.00	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
	7/18/2019	297746	BEAVER CREEK ARCHAEOLOGY	\$4,600.00	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$130,684.64	I-29 GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN
	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$35,279.48	TASK ORDER #22 PROF SERV	V01622	MITIGATION SUPPORT SRVCS
	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$23,021.59	TO#26 WORK-IN-KIND	V01626	WORK-IN-KIND (WIK)
	7/10/2019	25482	CITY OF FARGO-AUDITORS OFFICE	-\$19,074.20	MN DNR EIS OVERPAYMENT	V00701	MN DNR EIS
Other Services / Engineering Services				\$346,994.30			
790-7920-429.33-05	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$75,912.68	DIVERSION PROJECT MANAGMT	V01601	HMG - PROJECT MANAGEMENT
Other Services / Engineering Services				\$75,912.68			
790-7920-429.33-79	7/18/2019	297852	OXBOW, CITY OF	\$1,552.10	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
	7/18/2019	297766	CH2M HILL ENGINEERS INC	\$546,046.16	INTERIM PROGRAM MGMT	V00208	CH2M HILL-4.2.18-10.12.18
Other Services / Construction Management				\$547,598.26			
790-7925-429.33-44	7/18/2019	297782	FARGO MOORHEAD METROPOLITAN	\$40,000.00	DIVERSION RECREATION PLAN	V05501	2019-216 RECREATION PLAN
Other Services / Metro COG Local Match				\$40,000.00			
790-7930-429.33-05	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$850.00	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE

METRO FLOOD DIVERSION AUTHORITY

Tuesday 13 August 2019

Data Through Date: Wednesday, July 31, 2019

Summary of Expenses

EXP-2019-07

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$4,505.99	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$28,124.55	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$3,498.60	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
	7/3/2019	297477	HOUSTON-MOORE GROUP LLC	\$7,782.00	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
	7/3/2019	297477	HOUSTON-MOORE GROUP LLC	\$2,576.00	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$1,017.50	LAND MANAGEMENT SERVICES	V01606	LAND MANAGEMENT SERVICES
	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$27,679.50	TO#28 BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$1,176.00	PROPERTY STRUCTURE MITIGN	V01630	PROPERTY STRUCTURE MITGTN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$204.00	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$204.00	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$53,306.14	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$22,852.34	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$5,074.00	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
Other Services / Engineering Services				\$158,850.62			
790-7930-429.33-25	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$877.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$19,628.56	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$4,571.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$557.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$6,850.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$4,860.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$7,278.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$1,380.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$141.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$3,252.81	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$5,774.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$501.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$721.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/3/2019	745	P CARD BMO	\$68,556.50	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
	8/3/2019	745	P CARD BMO	\$1,205.00	Ohnstad Twichell PC	V00103	General & Admin. LERRDS
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$3,984.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$88.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$2,008.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$799.50	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$13,004.92	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$2,457.00	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB

METRO FLOOD DIVERSION AUTHORITY

Tuesday 13 August 2019

Data Through Date: Wednesday, July 31, 2019

Summary of Expenses

EXP-2019-07

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$804.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$877.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$9,865.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$6,586.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$1,384.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$2,246.73	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$986.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$55.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$2,464.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$3,953.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$608.00	LARKIN HOFFMAN	V01201	Cass Joint Water ROE
Other Services / Legal Services				\$178,327.02			
790-7930-429.33-32	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$33,000.00	CROWN APPRAISALS INC.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$23,500.00	CROWN APPRAISALS INC.	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$30,000.00	COMPASS LAND CONSULTANTS	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$2,807.50	COMPASS LAND CONSULTANTS	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$16,365.00	INTEGRA REALTY RESOURCES	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$38,180.00	INTEGRA REALTY RESOURCES	V01201	Cass Joint Water ROE
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$11,250.00	INTEGRA REALTY RESOURCES	V01201	Cass Joint Water ROE
Other Services / Appraisal Services				\$155,102.50			
790-7930-429.33-79	7/18/2019	297766	CH2M HILL ENGINEERS INC	\$277,327.09	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
Other Services / Construction Management				\$277,327.09			
790-7930-429.38-95	7/18/2019	297759	BUILDING & GROUNDS MANAGEMENT	\$385.00	JUNE LAWN SERVICE	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Mowing Services				\$385.00			
790-7930-429.38-99	7/3/2019	297506	NDSU BUSINESS OFFICE	\$28,123.75	RISK STUDY SERVICES	V02701	AG RISK STUDY SERVICES
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$770.00	ALL AMERICAN PLUMBING &	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$423.72	CASS COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
Other Services / Other Services				\$29,317.47			
790-7930-429.41-05	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$27.12	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$28.19	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$27.22	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$27.43	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN

METRO FLOOD DIVERSION AUTHORITY

Tuesday 13 August 2019

Data Through Date: Wednesday, July 31, 2019

Summary of Expenses

EXP-2019-07

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$32.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$118.20	CITY OF FARGO	V01703	ND LAND PURCH - IN TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$118.20	CITY OF FARGO	V01703	ND LAND PURCH - IN TOWN
Utility Services / Water and Sewer				\$432.36			
790-7930-429.62-50	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$192.51	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$159.33	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
Energy / Natural Gas				\$351.84			
790-7930-429.62-51	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$74.05	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$324.11	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$220.26	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$45.41	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$80.10	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$155.07	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$34.39	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$14.80	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$141.01	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$42.77	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$41.26	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$29.61	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$44.93	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$46.27	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$143.51	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$107.66	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$55.61	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$121.80	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
Energy / Electricity				\$1,722.62			
790-7930-429.62-52	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$169.00	DAKOTA PLAINS AG	V01701	ND LAND PURCH-OUT OF TOWN
Energy / Propane				\$169.00			
790-7930-429.67-11	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$180,000.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$2,942.24	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$15.00	CHRIS CHAMP	V02411	OXBOW MOU-RESIDENT RLCTN
Relocation / Residential Buildings				\$182,957.24			

METRO FLOOD DIVERSION AUTHORITY

Tuesday 13 August 2019

Data Through Date: Wednesday, July 31, 2019

Summary of Expenses

EXP-2019-07

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-7930-429.71-30	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$222,749.40	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$1,189,220.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$1,697,063.17	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$776,622.28	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	7/8/2019	JB07190001	CITY OF FARGO-AUDITORS OFFICE	\$1,500.00	RCLS PORTION CCIWRD PMT	V01701	ND LAND PURCH-OUT OF TOWN
Land / Land Purchases				\$3,887,154.85			
790-7931-429.38-95	7/18/2019	297800	HEARTLAND SEEDS, INC.	\$800.00	MAY & JUNE MOWING	V02302	MN LAND PURCHASE-HARDSHIP
Other Services / Mowing Services				\$800.00			
790-7931-429.62-51	7/3/2019	297446	CASS COUNTY JOINT WATER RESOURCE DI	\$219.10	RED RIVER VALLEY COOP POW	V02302	MN LAND PURCHASE-HARDSHIP
	8/1/2019	298052	CASS COUNTY JOINT WATER RESOURCE DI	\$188.55	RED RIVER VALLEY COOP POW	V02302	MN LAND PURCHASE-HARDSHIP
Energy / Electricity				\$407.65			
790-7950-429.33-05	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$3,249.27	SDB AND SDC SEAI PROJECTS	V01624	CONSTRUCTN/BID SVCS WP28A
	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$3,267.00	COMPLIANCE OBSERVATION	V01629	WORK COMPLIANCE OBSERV.
Other Services / Engineering Services				\$6,516.27			
790-7950-429.73-52	7/3/2019	297480	INDUSTRIAL BUILDERS INC	\$934,771.05	2 ST & MAIN AVE FLOOD MIT	V02825	2ND ST S FLOOD MITIGATION
	7/18/2019	297806	INDUSTRIAL BUILDERS INC	\$1,263,017.79	2 ST & MAIN AVE FLOOD MIT	V02825	2ND ST S FLOOD MITIGATION
Infrastructure / Flood Control				\$2,197,788.84			
790-7952-429.33-05	7/18/2019	297803	HOUSTON-MOORE GROUP LLC	\$16,127.14	SERVICES DURING CONSTRUCT	V01623	CONSTRUCTN/BID SVCS WP43
Other Services / Engineering Services				\$16,127.14			
790-7955-429.33-06	7/3/2019	297539	TERRACON CONSULTING ENGINEERS	\$6,630.00	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
Other Services / Quality Control Testing				\$6,630.00			
790-7990-429.33-25	8/3/2019	745	P CARD BMO	\$22,475.00	Ohnstad Twichell PC	V00102	General & Admin. WIK
Other Services / Legal Services				\$22,475.00			
790-7990-429.34-55	7/3/2019	297484	JP MORGAN CHASE-LOCKBOX PROCESSING	\$63,981.75	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
Other Services / Financial Advisor				\$63,981.75			
790-7990-520.80-20	7/3/2019	297447	CASS COUNTY TREASURER	\$230,522.50	APRIL 2019 INTEREST	V02906	\$100M 2017 CASS WF ADVANC
	7/3/2019	297447	CASS COUNTY TREASURER	\$252,356.50	MAY 2019 INTEREST	V02906	\$100M 2017 CASS WF ADVANC
	7/18/2019	297764	CASS COUNTY TREASURER	\$211,085.00	JUNE 2019 INTEREST	V02906	\$100M 2017 CASS WF ADVANC
	7/16/2019	JB07190014	CITY OF FARGO-AUDITORS OFFICE	\$122,610.55	6.3.19 WF INTEREST PMT	V02905	\$100M 2017 COF WF ADVANCE
	7/16/2019	JB07190014	CITY OF FARGO-AUDITORS OFFICE	\$102,507.76	7.1.19 WF INTEREST PMT	V02905	\$100M 2017 COF WF ADVANCE

METRO FLOOD DIVERSION AUTHORITY

Tuesday 13 August 2019

Data Through Date: Wednesday, July 31, 2019

Summary of Expenses

EXP-2019-07

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
			Debt Service / Interest on Bonds	\$919,082.31			
			Total Amount Invoiced this period	\$9,213,927.70			
				<u>\$0.00</u>	Less Paid Retainage		
				\$9,213,927.70	Total Less Paid Retainage		

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

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 235,244,441.97	\$ 185,373,021.27	\$ 49,871,420.70	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
CH2M HILL ENGINEERS INC	\$ 91,412,669.37	\$ 50,365,713.44	\$ 41,046,955.93	Program, Project, Construction and Land Management
ARMY CORP OF ENGINEERS	\$ 53,159,000.00	\$ 53,159,000.00	\$ -	Local Share
HOUSTON-MOORE GROUP LLC	\$ 49,802,262.02	\$ 43,268,462.13	\$ 6,533,799.89	Engineering Services
INDUSTRIAL BUILDERS INC	\$ 48,010,165.37	\$ 43,731,650.52	\$ 4,278,514.85	Const - 2nd St North Pump Station Project and 2nd Street Floodwall
CITY OF FARGO	\$ 18,834,342.91	\$ 18,834,342.91	\$ -	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
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	\$ 15,149,035.22	\$ 378,241.72	MOU Agreement
MEYER CONTRACTING INC	\$ 12,149,874.79	\$ 12,129,612.10	\$ 20,262.69	Construction/Demolition Services
DORSEY & WHITNEY LLP	\$ 7,019,536.07	\$ 7,019,536.07	\$ -	Legal Services
ASHURST LLP	\$ 6,715,133.70	\$ 3,895,542.81	\$ 2,819,590.89	PPP (P3) Legal Counsel
CASS COUNTY TREASURER	\$ 5,919,515.43	\$ 5,919,515.43	\$ -	Property Taxes and Bank Loan Advance DS Payments
JP MORGAN CHASE-LOCKBOX PROCES	\$ 3,377,000.00	\$ 2,810,608.48	\$ 566,391.52	Financial Advisor
OHNSTAD TWICHELL PC	\$ 3,263,952.33	\$ 3,263,952.33	\$ -	ROE and Bonding Legal Fees
MINNESOTA DNR	\$ 2,613,681.40	\$ 2,613,681.40	\$ -	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	\$ 846,735.41	\$ 62,414.08	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	\$ 558,910.83	\$ 558,910.83	\$ -	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
FARGO MOORHEAD METROPOLITAN	\$ 368,858.35	\$ 293,858.35	\$ 75,000.00	Lidar Imaging
NDSU BUSINESS OFFICE	\$ 344,145.00	\$ 211,532.25	\$ 132,612.75	Ag Risk Study Services
ACONEX (NORTH AMERICA) INC	\$ 306,856.00	\$ 306,856.00	\$ -	Electronic Data Mgmt and Record Storage System

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

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
BEAVER CREEK ARCHAEOLOGY	\$ 291,990.00	\$ 159,909.77	\$ 132,080.23	Engineering Services
702 COMMUNICATIONS	\$ 266,892.07	\$ 266,892.07	\$ -	Utility Relocation
SPRINT	\$ 256,409.37	\$ 256,409.37	\$ -	Utility Relocation
ACON RISK SERVICES CENTRAL, INC	\$ 240,000.00	\$ 183,813.50	\$ 56,186.50	P3 Risk Advisory 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	\$ 190,230.06	\$ 190,230.06	\$ -	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
CPS HR CONSULTING	\$ 36,983.09	\$ 36,983.09	\$ -	HR Consulting
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
GEOKON INC	\$ 33,815.36	\$ 33,815.36	\$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	\$ 33,066.02	\$ 33,066.02	\$ -	Property Management Services
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	\$ 2,977.50	\$ 2,977.50	\$ -	Lawn Mowing Services

FM Metropolitan Area Flood Risk Management Project
Cumulative Vendor Payments Since Inception
As of July 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
HEARTLAND SEEDS, INC.	\$ 1,400.00	\$ 1,400.00	\$ -	Lawn Mowing Services
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 CONSULTING	\$ 1,000.00	\$ 1,000.00	\$ -	DNR Dam Safety Permit Application Fee
NDSU-DINING-STORE 685	\$ 747.60	\$ 747.60	\$ -	Buyouts
RED RIVER TITLE SERVICES INC	\$ 701.75	\$ 701.75	\$ -	Meeting Incidentals
BNSF RAILWAY COMPANY	\$ 675.00	\$ 675.00	\$ -	Abstract Updates
CIVIL DESIGN INC	\$ 600.00	\$ 600.00	\$ -	MOU Agreement
RED RIVER VALLEY COOPERATIVE A	\$ 595.00	\$ 595.00	\$ -	MOU Agreement
FERRELLGAS	\$ 536.96	\$ 536.96	\$ -	Electricity - Home Buyouts
BROKERAGE PRINTING	\$ 496.00	\$ 496.00	\$ -	Propane - Home Buyouts
DAWSON INSURANCE AGENCY	\$ 473.33	\$ 473.33	\$ -	Custom Printed Forms
KOCHMANN, CARTER	\$ 388.52	\$ 388.52	\$ -	Property Insurance - Home Buyouts
GALLAGHER BENEFIT SERVICES INC	\$ 315.00	\$ 315.00	\$ -	Lawn Mowing Services
DONS PLUMBING	\$ 250.00	\$ 250.00	\$ -	Job Description Review
HARWOOD TOWNSHIP, CASS, ND	\$ 240.00	\$ 240.00	\$ -	Winterize - Home Buyouts
WALMART STORE #4352	\$ 208.91	\$ 208.91	\$ -	Township Meeting Expenses
CURTS LOCK & KEY SERVICE INC	\$ 161.97	\$ 161.97	\$ -	Meeting Incidentals
GOOGLE LOVEINTHEOVEN	\$ 138.10	\$ 138.10	\$ -	Service Call - Home Buyouts
LANE, BARRET	\$ 116.00	\$ 116.00	\$ -	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	\$ 108.77	\$ 108.77	\$ -	Lodging Expense
Grand Total	\$ 598,300,148.82	\$ 491,031,489.78	\$ 107,268,659.04	Postage

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of July 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	-	1,383,504.59	-	2,439,942.72
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 July 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.	7/3/2019	1,189,220.00	-	-	-	1,189,220.00
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 - Gordier	5/13/2014	321,386.00	-	-	-	321,386.00
SW 1/4-11-140-50 - Hoglelund	7/21/2014	989,706.03	-	-	-	989,706.03
NW 1/4 14-140-50 - Hoglelund	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 July 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
Auditor's Lot No 2 of the Southwest Quarter of Section 34, Township 138, North of Range 49 West of the 5th Principle Meridian	7/3/2019	224,249.40	-	182,942.24	-	407,191.64
NE and SE quarter Section 9, Township 141 North, Range 49 West of the 5th Principal Meridian AND NE and NW Quarter section 16, Township 141 North, Range 49 West of the 5th Principle Meridian	8/1/2019	1,697,063.17	-	-	-	1,697,063.17
North Half of the NE Quarter section and the East Half of the NW Quarter of Section 2, Township 141 North of Range 49 West of the 5th Principle Meridian	8/1/2019	776,622.28	-	-	-	776,622.28
		102,839,561.02	-	34,840,815.36	(1,107,856.01)	136,572,520.37
		(32,000.00)			10,000.00	
				Property Management Expense		2,101,851.12
				Grand Total		\$ 138,674,371.49

**FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of July 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	\$ 846,735.41
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 Aevenia	2nd Street Utility Relocation	\$ 16,230.00	\$ 16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	\$ 2,660,937.92	\$ 2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	\$ 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	COF - 2016 O&M on Lifts	\$ 76,434.40	\$ 76,434.40
V02823	Hoffman & McNamara Nursery & Lan	WP-42G General Landscaping and Planting	\$ 486,502.29	\$ 464,141.16
V02824	City of Fargo	COF – In-Town Flood Protection Debt Payments	\$ 11,236,420.00	\$ 11,236,420.00
V01703	Various	In-Town Property Purchases	\$ 39,440,692.78	\$ 38,194,206.76
V02825	Industrial Builders	WP-42E - 2nd Street South and Main Avenue Flood Mitigation	\$ 8,493,563.44	\$ 4,215,048.59
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
			\$ 145,303,200.28	\$ 138,952,192.75

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

Time Period for This Request: May 1, 2019 - May 31, 2019 - OHB Related Costs

Drawdown Request No: 91	
Requested Amount:	\$ 88,136.44
Total Funds Expended This Period:	176,272.87
SB 2020 Matching Requirements	50%
Total Funds Requested at 50% Match	88,136.44
Total Funds Requested:	88,136.44

STATE AID SUMMARY:		
Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations from 2015 Legislative Session - Interior Flood Control		60,000,000
Appropriations from 2017 Legislative Session		66,500,000
Anticipated appropriations to be funded in 2019 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2021 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2023 Legislative Session	66,500,000	
Total State Funds	199,500,000	370,500,000
Less: Payment #1 through #35 - City of Fargo		(55,510,209.00)
Less: Payment #1 - Cass County		(136,039.36)
Less: Payment #1 through #7 - Interior Flood Control		(60,000,000.00)
Less: Payment #1 through #28 - FM Diversion Authority		(38,049,107.00)
Less: Payment #29 through #75 - FM Metro Area Flood Risk Management Project		(93,470,290.00)
Less: Payment #76 - FM Metro Area Flood Risk Management Project		(433,312.97)
Less: Payment #77 - FM Metro Area Flood Risk Management Project		(11,892.35)
Less: Payment #78 - FM Metro Area Flood Risk Management Project		(244,521.99)
Less: Payment #79 - FM Metro Area Flood Risk Management Project		(255,691.15)
Less: Payment #80 - FM Metro Area Flood Risk Management Project		(121,908.95)
Less: Payment #81 - FM Metro Area Flood Risk Management Project		(105,433.98)
Less: Payment #82 - FM Metro Area Flood Risk Management Project		(135,130.77)
Less: Payment #83 - FM Metro Area Flood Risk Management Project		(13,901.70)
Less: Payment #84 - FM Metro Area Flood Risk Management Project		(558,592.20)
Less: Payment #85 - FM Metro Area Flood Risk Management Project		(229,746.00)
Less: Payment #86 - FM Metro Area Flood Risk Management Project		(6,421,825.21)
Less: Payment #87 - FM Metro Area Flood Risk Management Project		(59,863.29)
Less: Payment #88 - FM Metro Area Flood Risk Management Project		(6,650,000.00)
Less: Payment #89 - FM Metro Area Flood Risk Management Project		(973,992.33)
Less: Payment #90 - FM Metro Area Flood Risk Management Project		(1,294,793.15)
Less: Payment #91 - FM Metro Area Flood Risk Management Project		(88,136.44)
Total Funds Reimbursed		(264,764,387.84)
Total State Fund Balances Remaining		105,735,612.17

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$	83,170,212
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1-28 - FM Diversion Authority		(11,052,710)
Less: Match Used on Payment #29 - 75 - FM Metro Area Flood Risk Management Project		(22,172,839)
Less: Match Used on Payment #82 - FM Diversion Authority		(135,131)
Less: Match Used on Payment #83 - FM Diversion Authority		(13,902)
Less: Match Used on Payment #84 - FM Diversion Authority		(558,592)
Less: Match Used on Payment #85 - FM Diversion Authority		(229,746)
Less: Match Used on Payment #86 - FM Diversion Authority		(6,421,825)
Less: Match Used on Payment #87 - FM Diversion Authority		(59,863)
Less: Match Used on Payment #89 - FM Diversion Authority		(527,365)
Less: Match Used on Payment #90 - FM Diversion Authority		(355,580)
Balance of Local Matching Funds Available	\$	(0)

Finance Committee Bills from August 2019

Vendor	Description		
Cass County Joint Water Resource District	Diversion Bills	\$	519,130.73
Dorsey & Whitney	Legal services rendered through June 30, 2019	\$	60,283.50
Ohnstad Twichell, P.C.	Professional services rendered	\$	81,197.83
Total Bills Received through August 16, 2019		\$	<u>660,612.06</u>



Cass County
Joint Water
Resource
District

July 29, 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 \$519,130.73 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$505,854.14
Oxbow-Hickson-Bakke Ring Levee	12,942.50
In-Town Levees	334.09

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

Enclosures

701-298-2381
FAX 701-298-2397
wrld@casscountynynd.gov
casscountynynd.gov

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

7/29/19

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
6/27/2019	7/11/2019	163210	197007	686.00	Ohnstad Twichell, P.C.	Legal-Right of Entry - I29 Grade Raise
6/27/2019	7/11/2019	163211	197007	2,033.00	Ohnstad Twichell, P.C.	Legal-ROW Wild Rice Structure
6/27/2019	7/11/2019	163174	160007	624.00	Ohnstad Twichell, P.C.	Legal-Diversion-Drayton Dam
6/27/2019	7/11/2019	163172	160007	1,638.00	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement - Drains
6/27/2019	7/11/2019	163165	130007	7,950.68	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
6/27/2019	7/11/2019	163181	170007	3,816.00	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area
6/27/2019	7/11/2019	163173	160007	13,331.50	Ohnstad Twichell, P.C.	Legal-Channel Phase I
6/27/2019	7/11/2019	163175	160007	317.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II
6/27/2019	7/11/2019	163176	160007	1,721.62	Ohnstad Twichell, P.C.	Legal-Channel Phase III
6/27/2019	7/11/2019	163171	160007	468.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009 - Inlet Structure
6/28/2019	7/11/2019	1830	2001	1,336.00	Houston-Moore Group	Engineering - ROE Services
6/28/2019	7/11/2019	1831	2004	40,944.02	Houston-Moore Group	Engineering - Task 4 - Property Acquisition Services
6/11/2019	7/11/2019	84856	R12.00049	17,658.84	Ulteig Engineers	Engineering-Task Order 2, Proj Mgmt, ROW Services
7/8/2019	7/11/2019	19079-1		12,000.00	Compass Land Consultants, Inc.	Appraisals
7/8/2019	7/11/2019	19036-3		29,900.00	Compass Land Consultants, Inc.	Appraisals
7/7/2019	7/11/2019	50-1905180		3,500.00	GE Bock Real Estate LLC	Appraisals
7/7/2019	7/11/2019	50-1905-181		3,500.00	GE Bock Real Estate LLC	Appraisals
7/7/2019	7/11/2019	50-1905-182		3,500.00	GE Bock Real Estate LLC	Appraisals
7/2/2019	7/11/2019	9142001		179.37	Red River Valley Coop Power Assoc	Service to 16678 3rd St S Moorehead
7/18/2019	7/18/2019			257,261.51	The Title Company	Property purchase - Josheph Merz
6/30/2019	7/25/2019	20418	3283-00	19,730.81	ProSource Technologies LLC	Proj Mgmt, Relocation, Acquisition, and Soil borings
7/25/2019	7/25/2019	21923		9,725.00	Patchin Messner Valuation Counselors	Appraisals
7/15/2019	7/25/2019	124-2019-0068		16,455.00	Integra Realty Resources	Appraisals
6/27/2019	7/25/2019	4367		7,500.00	Crown Appraisals, Inc.	Appraisals
7/22/2019	7/25/2019			9,650.00	5 Star Moving, Inc.	Greg and Mary Beyer moving costs
6/27/2019	7/25/2019			19,079.15	George and Niuris Leher	moving costs
5/28/2019	7/25/2019			1,700.00	David and Shannon Campbell	moving costs
	7/25/2019			18,943.07	Lori Anderson	moving costs and RDHP
7/8/2019	7/25/2019	1125415		44.25	Cass County Electric Cooperative	Service to 4510 112 Av S
7/15/2019	7/25/2019	1129748		41.47	Cass County Electric Cooperative	Service to 5021 171 Ave SE
7/8/2019	7/25/2019	1108711		41.71	Cass County Electric Cooperative	Service to 16657 38th St SE
7/8/2019	7/25/2019	1123339		32.66	Cass County Electric Cooperative	Service to 17465 49 St S
7/8/2019	7/25/2019	1122560		42.24	Cass County Electric Cooperative	Service to 17471 49 St S
7/8/2019	7/25/2019	1154065		90.11	Cass County Electric Cooperative	Service to 17474 52nd St SE
7/8/2019	7/25/2019	1154067		54.86	Cass County Electric Cooperative	Service to 17474 52nd St SE Garage
7/8/2019	7/25/2019	1125656		70.42	Cass County Electric Cooperative	Service to 17554 Pffifer Dr
7/8/2019	7/25/2019	1132078		83.85	Cass County Electric Cooperative	Service to 17568 Pffifer Dr
7/22/2019	7/25/2019	401814		204	All American Plumbing & Heating Inc.	Service to 17554 Pffifer Dr
Total				505,854.14		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
6/27/2019	7/11/2019	163166		140007	442.50	Ohnstad Twichell, P.C.	Legal-Oxbow-Hickson-Bakke Levee project
7/10/2019	7/11/2019				12,500.00	Chris and Sheri Champ	Settlement for RHDP
Total				12,942.50			

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
6/28/2019	7/11/2019	643916840		120.81	Xcel Energy	Electric service to 419 3rd St N
6/28/2019	7/11/2019	643921097		95.08	Xcel Energy	Gas service to 419 3rd St N
7/8/2019	7/25/2019	6000052129		118.20	City of Fargo	Service to 419 3 St N
Total				334.09		
Grand Total				519,130.73		



MINNEAPOLIS OFFICE
612-340-2600

received
7-29-19

(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

July 24, 2019
Invoice No. 3513839

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

For Legal Services Rendered Through June 30, 2019

INVOICE TOTAL

Total For Current Legal Fees	\$60,144.00
Total For Current Disbursement and Service Charges	\$139.50
Total For Current Invoice	\$60,283.50

* Please refer to last page for any unpaid invoices and a current statement of account.

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

August 1, 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 July 24, 2019 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through June 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 # 163937

Flood Diversion Board
 Bond Counsel Work - PPP

Date: August 13, 2019

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

PROFESSIONAL SERVICES RENDERED

	Hours	Rate	Totals
JTS	63.5	\$310.00	\$19,685.00
CMM	3.7	\$310.00	\$1,147.00
ADC	34	\$310.00	\$10,540.00
RGH	12.9	\$310.00	\$3,999.00
KJB	34.8	\$295.00	\$10,266.00
TJL	50.5	\$265.00	\$13,382.50
CBC	3	\$250.00	\$750.00
LWC	8.4	\$260.00	\$2,184.00
SRH	3.1	\$250.00	\$775.00
JDR	24.2	\$165.00	\$3,993.00
AJR	54	\$170.00	\$9,180.00
KJS	52.5	\$100.00	\$5,250.00
Total Fees:	344.6		\$81,151.50
Westlaw			\$36.19
UPS			\$10.14
Total Expenses:			\$46.33
Grand Total			\$81,197.83

	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
JRS J.R. Strom, Associate	\$235.00
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

OHNSTAD TWICHELL, P.C.

WEST FARGO, NORTH DAKOTA 58078

COST ADVANCES BY US FOR YOUR ACCOUNT, FOR WHICH WE HAVE NOT
 BEEN BILLED, WILL APPEAR ON YOUR NEXT STATEMENT.

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 163937		Flood Diversion Board	Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES	
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$12,012.00	
151395-2	Executive Director	\$3,472.00	
151395-3	P3 Procurement	\$886.50	
151395-4	Public Finance Issues	\$15,447.50	
151395-5	Consultant Contract Review/Development	\$1,762.00	
151395-6	Support of External Litigation Counsel	\$2,131.00	
151395-7	Coordination with Member Entities	\$1,039.50	
151395-8	MNDNR Permit Issues	\$2,287.00	
151395-13	Third Party Utility MOU's	\$14,438.00	
151395-14	ICS Issues	\$17,482.00	
151395-17	EPA WIFIA Loan	\$10,194.00	
TOTAL		\$81,151.50	

Task Order 6
Metro Flood Diversion Authority
Fargo-Moorhead Area Diversion Project

In accordance with Article 1 of the *MASTER AGREEMENT FOR PROFESSIONAL SERVICES* ("**MASTER AGREEMENT**"), between the Metro Flood Diversion Authority (MFDA) ("**OWNER**") and CH2M HILL ENGINEERS, INC. ("**CONSULTANT**"), a wholly owned subsidiary of Jacobs Engineering, Inc., dated January 13, 2017, OWNER and CONSULTANT agree to the scope of services, work schedule, and compensation as follows:

Task Order Title: P3 Procurement Support and Design and Construction Contract Monitoring Activities

Term: This Task Order shall commence on August 23, 2019 and terminate 60 days after Project Final Completion, unless terminated sooner in accordance with the MASTER AGREEMENT and/or as set forth in this Task Order.

Background and Purpose:

The Diversion Channel and Associated Infrastructure (DCAI) are to be delivered through a Public Private Partnership (P3). CONSULTANT, under previous task orders, began assisting OWNER with the procurement of a Developer to design, build, finance, operate, and maintain the DCAI (the Project). Work under the previous task orders included assisting OWNER with the selection of short-list of Proposers and development of draft Request for Proposals (RFP). A third draft of the RFP was issued to Proposers on July 28, 2017. Subsequently, portions of the Comprehensive Project, including the P3 procurement, were halted because of an injunction issued by a federal judge. On April 8, 2019, the federal judge modified the injunction, allowing the P3 procurement to proceed.

The OWNER requests support from CONSULTANT to resume the P3 procurement, assist in the selection of a preferred Proposer, assist in the execution of a Project Agreement with a Developer, and to assist OWNER with administering the Project Agreement between the OWNER and Developer, including monitoring construction activities of the DCAI and providing recommendations regarding progress payments to the Developer.

Description:

The MASTER AGREEMENT establishes the terms and conditions for CONSULTANT to assist the OWNER with the management and implementation of the Comprehensive Project. OWNER responsibilities as Comprehensive Project Non-Federal Sponsor are described in several agreements with the US Army Corps of Engineers (USACE), including the Project Partnership Agreement signed July 11, 2016; and the revised Project Partnership Agreement signed March 19, 2019.

Task Order 6 describes the functions and activities of CONSULTANT's team to assist the OWNER with the P3 procurement support and design and construction contract monitoring aspects of the Project.

Terms below in initial capital are used as defined in the draft Project Agreement for the Fargo Moorhead Metropolitan Area Flood Risk Management Project – Diversion Channel and Associated Infrastructure, including Technical Requirements, dated July 28, 2017. Terms in all capitals are as defined in the MASTER AGREEMENT.

CONSULTANT has committed and will provide staff from CONSULTANT and sub-consultant, Advanced Engineering and Environmental Sciences, Inc. (AE2S), to support the anticipated activities and deliver the work described in the Scope of Services. CONSULTANT may contract with additional sub-consultants as necessary to meet the needs of the PROJECT. Contracts with additional sub-consultants shall be approved in advance by OWNER.

CONSULTANT will coordinate with OWNER's staff; OWNER's General Counsel; OWNER's legal advisor; OWNER's financial advisor; OWNER's insurance advisor; OWNER's technical consultants; and USACE. For the purposes of this Task Order, John Shockley is the P3 Project Lead.

Scope of Services:

The general scope of services is summarized in Table 1 and described by task following the table.

Table 1 - Summary of Scope of Work Tasks

Task	Title	Purpose
6.A	P3 Procurement Support	Provide P3 procurement services, including managing the preparation of RFP drafts and developing of comparative cost estimates and schedules.
6.B	P3 Contract Award Support	Provide P3 contract award support leading to selection of preferred Proposer, including review of Proposers' proposals. This scope does not include technical support for defending against a challenge or protest of the procurement process.
6.C	Issuance of Notices to Proceed (NTP)	Review Developer's Submittals in accordance with the conditions of the Project Agreement and recommend issuance of NTP1 and NTP2.
6.D	Monitoring of Activities During Design and Construction	Develop and implement a Construction Management Services plan, an audit schedule and processes and procedures to monitor Developer's activities, including a Compliance Checking Program to identify and record non-compliant work.

6.E	Management of Payments Mechanism	Develop and implement processes and procedures for Milestone Payments and payment deductions.
6.F	Design & Construction Period Completions	Review and recommend Project Element Interim Completions, Milestone One Completion, Substantial Completion and Project Final Completion.
6.G	Management of Utilities and Third-Party Agreements	Provide management and coordination of memoranda of understanding (Third-Party MOUs and Utility MOUs) and general liaison with Utilities and Third Parties whose assets must be updated or relocated because of, or required for, carrying out Developer's work.

Task 6.A - P3 Procurement Support

The objective of Task 6.A is, on behalf of OWNER, to manage the procurement of Developer, including the development and issuance of the RFP leading to selection of the preferred Proposer.

The scope of services for this Task 6.A includes the following:

1. At the request of the OWNER, provide P3 education and communication sessions for OWNER, USACE, and OWNER's technical advisor. Hold these sessions during the P3 procurement period through Financial Close of the Project Agreement. Facilitate and highlight lessons learned and examples of best practice in P3, allow attendees to consider and discuss the complexities and challenges of P3 as a project delivery vehicle and how lessons-learned and best practices can be applied to the Fargo Moorhead Area Diversion Project.
2. Develop and issue the fourth draft RFP, any subsequent draft RFPs, and the final RFP to shortlisted Proposers and manage communications with Proposers throughout the RFP process.
 - a. Draft, evaluate and incorporate input provided by others, assemble, and distribute the draft and final RFPs to shortlisted Proposers. RFPs include:
 - i. Instructions to Proposers, as approved by the P3 Project Lead.
 - ii. Project Agreement, as approved by the P3 Project Lead.
 - iii. Technical Requirements
 - b. Incorporate the appropriate terms of Third-Party MOUs, Utility MOUs and Property Owner Commitments into the Technical Requirements and arrange their incorporation into the Project Agreement.
3. Use the ACONEX system to issue and receive formal communications with Proposers.

4. Manage Disclosed Information in the Data Room.
5. In coordination with the P3 Project Lead, manage confidential one-on-one discussions with Proposers.
 - a. Arrange and facilitate one-on-one confidential discussions with each Proposer.
 - b. Develop topics for discussion and respond to inquiries made by Proposers. Document the outcome of confidential one-on-one discussions. Log decisions made because of the discussions for possible inclusion into revisions of the RFPs.
6. Manage Clarification Requests (CRs) and Innovative Technical Concepts (ITCs). Facilitate ITC decision meetings. Distribute legal and commercial CR as appropriate. In coordination with the P3 Project Lead and local engineer representatives Develop and coordinate responses to technical CRs and ITCs. Provide sufficient time for with P3 Project Lead and local engineer representatives to review CRs prior to release to Proposers.
7. Manage and respond to stakeholder comments.
8. Manage assessment of, and responses to, Proposers' Interim Technical Submissions (ITSs).
9. Update the independent probabilistic cost and schedule estimate of construction activities to compare against Technical Proposals and Financial Proposals.
 - a. Update risk-based assessment of activities and assign values for a stochastic evaluation of the construction costs and schedule.
 - b. Update Monte Carlo simulations of construction costs and risks. Present simulation outcomes and identify the key variables driving the results.
 - c. Provide estimates of operations and maintenance costs to OWNER's financial advisor to incorporate into the financial model.
 - d. Coordinate with OWNER's local engineers to determine likelihoods and costs of Compensation Events for incorporation into OWNER's financial advisor's financial model.
 - e. Work with OWNER's financial advisor to provide the results in a suitable format for comparing the independent cost and schedule estimates to Technical Proposals and Financial Proposals.
10. Develop evaluation manual for evaluation of the Technical Proposals.
11. Provide training to OWNER's evaluation team.
12. Receive Technical Proposals.
13. Receive Financial Proposals.

14. Conduct an Initial Review of the Technical Proposals for completeness. Make a Responsive or Non-Responsive recommendation to OWNER for each Technical Proposal.
15. In coordination P3 Project Lead and local engineer representatives, distribute Technical Proposals deemed Responsive for review and evaluation.
16. Support Technical Proposal evaluation team.
17. Review the Technical Proposal per the RFP requirements and provide the OWNER recommendations on the following sections:
 - a. Administrative Submittal
 - b. Project Management
 - i. Overall management approach
 1. Organizational structure
 2. Organization chart
 3. Management Team Resumes
 4. Outline of Developer Project Management Plan (DPMP)
 5. Outline of Public Information Plan
 - ii. Quality Management
 1. Overall approach
 2. Draft Design Quality Management Plan (DQMP)
 3. Draft Construction Quality Management Plan (CQMP)
 - iii. Flooding Management
 - iv. Schedule Management
 - v. Safety Management
 1. Sample Safety Management Plan
 - vi. Communication Management
 1. Outline Communication Plan
 - vii. Environmental Management
 - c. Schedule
 - i. Project Baseline Schedule (PBS1)
 - ii. Work Breakdown Structure (WBS)
 - iii. Flood Year Protection Date
 - d. Operation & Maintenance and Handback

- i. Draft Operation & Maintenance Quality Management Plan (OMQMP)
 - ii. Outline Transition Plan
18. Prepare and issue Requests for Clarification to Proposers arising from OWNER and OWNER's advisors review of Technical Proposals and Financial Proposals.
19. Consolidate and summarize reviews of Technical Proposals, including those of OWNER and OWNER's technical advisor, for distribution to the Technical Proposal evaluation team.
20. Advise in the determination by the OWNER of Compliant and Non-Compliant Technical Proposals.
21. Facilitate Technical Proposal evaluation team discussions, record and collate scoring, prepare a summary report of the evaluation team results.
22. In coordination with EYIA, conduct an Initial Review of the Financial Proposals for completeness. Make a Responsive or Non-Responsive recommendation to OWNER for each Financial Proposal.
23. Distribute Financial Proposals of Proposers whose Technical Proposals were deemed Compliant and whose Financial Proposal was deemed Responsive for review and evaluation.
24. Facilitate Financial Proposal evaluation team workshop, including a presentation of the financial evaluation report from OWNER's financial advisor, record and collate results, prepare a summary report of the evaluation team results.
25. CONSULTANT shall direct and manage the following work to be done by the Authority's Design Engineer Consultant:
 - a. Assist in developing responses to technical CRs and ITCs.
 - b. Assist in assessment of Proposers' Interim Technical Submissions (ITSs).
 - c. Assist with review of the Technical Proposal.
 - d. Based on the review, draft Requests for Clarification to Proposers.

NOTE:

- (1) Execution of this Task Order 6 by the OWNER constitutes approval to proceed with Task 6.A.

Task 6.B - P3 Contract Award Support

The objective of Task 6.B is to provide P3 contract award support following selection of the preferred Proposer, including subtasks for Commercial Close and Financial Close.

The scope of services for Task 6.B includes:

1. Prepare contract award recommendation report, including:
 - a. Summary of the process.

- b. Details of notable events during the process (e.g. disqualification, change of ownership, company standings).
 - c. Technical evaluation and financial evaluation with Request for Clarification responses.
 - d. Selection evaluation result.
 - e. Summary of remaining risks and risk mitigation plans.
 - f. Recommendation of Award.
2. Prepare documentation for notification of successful and unsuccessful Proposers.
 3. Prepare for review by the DA legal counsel the Project Agreement incorporating terms of accepted ITCs and Technical Proposal commitments.
 4. Participate in negotiations with the preferred Proposer prior to execution of the Project Agreement.
 5. Arrange for signing and execution of Project Agreement.
 6. Arrange debriefing unsuccessful Proposers.
 7. This scope does not include analysis of or defense of protests of the award. If required, these services will be negotiated separately.

NOTE:

- (1) CONSULTANT shall not commence work on this Task 6.B until approval to proceed with Task 6.B is provided by the OWNER.

Task 6.C - Issuance of Notices to Proceed

The objective of Task 6.C is to review Developer's submittals in accordance with the Project Agreement conditions precedent to the issuance of NTP1 and NTP2.

The scope of services for Task 6.C includes:

1. Review and confirm that conditions precedent to NTP1 have been met in accordance with Exhibit 11 of the Project Agreement – Part 1 in relation to:
 - a. Commercial Close
 - b. Insurance
 - c. Developer Project Management Plan (DPMP) to the extent required for NTP1
2. Review and confirm that conditions precedent to NTP2 have been met in accordance with Exhibit 11 of the Project Agreement – Part 2 in relation to:
 - a. NTP1
 - b. Financial Close
 - c. Insurance

- d. Governmental Approvals
 - e. Governmental Approval Conditions
 - f. Developer Project Management Plan (DPMP) to the extent required for NTP2
 - g. Project Baseline Schedule
 - h. Project Office
 - i. Other Requirements
3. Recommend NTP1 and NTP2 actions.
 4. On behalf of OWNER, issue NTP1 and NTP2 to Developer, as and when appropriate, after execution of the Project Agreement and respective conditions precedent to NTP1 and NTP2 have been met.
 5. Coordinate kick-off meeting with Developer.

NOTE:

- (1) CONSULTANT shall not commence work on this Task 6.C until approval to proceed with Task 6.C is provided by the OWNER.

Task 6.D - P3 Monitoring of Activities During Design and Construction

The objective of Task 6.D is to develop and implement a Construction Management System (CMS), an audit schedule, and processes and procedures to monitor Developer's activities during the design and construction period (D&C Period), including a Compliance Checking Program (CCP) to identify and track non-compliant work. This task will develop data that supports recommendations for progress payments. CONSULTANT will mobilize the personnel and other resources required to execute Task 6.D prior to Developer NTP1.

The scope of services for Task 6.D includes:

1. Project Management for Construction
 - a. Prepare a Construction Management System (CMS) plan to describe the roles, responsibilities, and interactions between OWNER, CONSULTANT, Developer, USACE, OWNER's technical advisor, and other PROJECT stakeholders. The CMS plan will include tools, processes and procedures for the monitoring of:
 - i. Design management
 - ii. Design compliance
 - iii. Design Quality Management Plan (DQMP)
 - iv. Construction management
 - v. Construction compliance
 - vi. Construction Quality Management Plan (CQMP)
 - vii. Maintenance management

- viii. Maintenance compliance
 - ix. Noncompliance and non-conformances
 - x. Review and response to Submittals
 - xi. Schedules
 - xii. Third-Party MOUs and Utility MOUs
 - xiii. Property owner commitments
 - xiv. Payments to Developer
 - xv. Insurance
 - xvi. Claims
 - xvii. Scope changes
 - xviii. Change orders
 - xix. Service and reporting plans for temporary works
 - xx. Traffic management
 - xxi. Off-site borrow pits and spoil sites
 - xxii. Off-site material and manufacturing facilities
 - xxiii. Offices and site access
 - xxiv. Material storage
 - xxv. Environmental permits and compliance in coordination with OWNER's technical consultant's permit compliance tracking program
 - xxvi. Construction Work hours and noise, dust, vibration and burning mitigation
 - xxvii. Demolition
 - xxviii. Hazardous material investigation, removal and disposal
 - xxix. Site drainage management
 - xxx. Emergency Management Plan
 - xxxi. Transition to Operating Period
- b. Schedule, attend, and document weekly staff meetings between OWNER, P3 Project lead, local engineer, OWNER's Design Engineer and CONSULTANT.
- c. Provide monthly progress updates to OWNER. Include:
- i. project status
 - ii. schedule updates
 - iii. requested construction schedule changes
 - iv. schedule issues relating to compensation events

- v. change order requests
 - vi. Compliance Checking Program results
 - vii. Audit results
 - viii. Developer Monthly Progress Report
- d. Attend routine progress and quality control meetings with Developer. OWNER and local engineers will be included in such meetings.
 - e. Attend meetings with Utilities or Third Parties and OWNER.
 - f. Review Developer's Project Management Plan, and other required plans, and updates.
 - g. Review Developer requested design changes and provide recommendations to OWNER.
 - h. Perform Project Schedule analyses to ascertain consistency with actual progress.
 - i. Perform surveys to verify Developer's layout and completed Work. Responsibility for accuracy layout survey and completed Work will remain with Developer.
 - j. Confirm that record drawings (as-built drawings) are being developed concurrent with construction completion and audit the compliance of the record drawings. Responsibility for accuracy of the record drawings will remain with Developer.
 - k. Review Administrative Submittals and provide OWNER with comments and recommended improvements regarding Developer's planning and implementation.
 - l. Adjudicate AHJ comments and recommend actions to OWNER.
 - m. Monitor and report environmental activities for compliance with applicable laws and Developer's Environmental Management Plan (EMP) in coordination with OWNER's technical consultant's permit compliance tracking program.
 - n. Monitor and provide updates to OWNER regarding Storm Water Pollution Prevention Plan issues and recommend remedies to OWNER in coordination with OWNER's technical consultant's permit compliance tracking program.
 - o. Assess and recommend proposed variations, including the review of cost estimates provided by Developer.
 - p. Review and recommend action on claims, including Compensation Events and Delay Events.
 - q. Review Submittals, including Monthly Progress Report (MPR)

- r. Maintain daily action notes and meeting notes for construction management monitoring derived from monitoring and verification of Developer's activities.
 - s. Submit weekly meeting notes and action notes for monitoring activities
 - t. Submit monthly progress update.
 - u. Prepare agenda for monthly management meeting with Owner and issue meeting notes
 - v. Submit a closeout report of management monitoring activities at the end of the Construction Period.
 - w. Support OWNER in construction inspection and management tasks. Provide notes for inspections, as needed.
 - x. Provide technical monitoring during construction.
 - y. Provide photographic and video record of construction progress. The purpose of this task is not to duplicate the efforts of the Developer, but rather, to record defects and provide OWNER a photographic record for use in potential disputes or litigation.
2. Project Controls for Construction
- a. Review and provide written comments to OWNER, on the Project Baseline Schedule, monthly and cost/resource loaded Project Status Schedule Update.
 - b. Review and provide written comments to OWNER regarding Developer's schedule and cost control systems and associated documents.
 - c. Record and track Submittals, and responses thereto, as detailed in Attachment 2-3 of the Technical Requirements
3. Project Agreement - Contract Management for Construction
- a. Review and provide written comments to OWNER on Developer initiated changes in scope for previously submitted Innovative Technical Concepts. CONSULTANT will review the proposed changes to establish that they meet the conditions of the accepted Innovative Technical Concepts.
 - b. Review meeting materials provided by Developer for project meetings and attend project meetings including: Project Agreement action or specific task group meetings, construction progress meetings, and dispute meetings. Verify and provide comments to OWNER on meeting minutes provided by others for meetings that CONSULTANT attended.
 - c. Review and provide written comments to OWNER on Developer team changes.
 - d. Review and provide written comments to OWNER on Developer proposed design/build contracts or operations and maintenance contracts.
 - e. Monitor and track the change orders.

- f. Assist OWNER with Dispute Resolution Procedures pursuant to Article 53 of the Project Agreement.
 - g. Assist OWNER with the management of OWNER's step-in process.
 - h. Maintain a record of Developers construction activities and identify areas of non-conformance with the Project Agreement
 - i. Site monitoring and recording of progress of construction activities
 - ii. Recording of non-conformance
 - iii. Review of Developer's monthly progress report against actual work
 - iv. Determination of veracity of Developer's project schedules
4. Compliance Management for Design and Construction Period
- a. Monitoring Activities
 - i. Provide a Compliance Checking Program (CCP) that:
 - 1. Is web-based and has the ability to be transferred with all data to the OWNERS server(s) in the event of termination of this Task Order or the MSA between OWNER and JACOBS.
 - 2. Has multi-user access
 - 3. Has multi-agency access
 - 4. Has administrable access rights
 - 5. Assigns unique item identifiers
 - 6. Incorporates photographic records
 - 7. Is fully searchable
 - 8. Is GIS enabled
 - 9. Identifies
 - a. Buildable Units
 - b. Project Elements
 - c. Project Phases
 - d. Pay Items (if used)
 - 10. Identifies compliance, minor defects or major defects.
 - 11. Cross references Noncompliances from Developer's Quality Management System
 - 12. Forms the record of:
 - a. Inspections generated by an empirical random inspection system

- b. Ad hoc inspections
 - c. Completion walk-through inspections
 - 13. Records Developer actions
 - 14. Records resolution solutions
 - 15. Exportable to MS Excel and pdf (subject to access rights).
 - 16. Can be the basis for Punch Lists for the Interim Completion, Milestone One Completion, Substantial Completion and Final Completion processes in the Project Agreement.
- b. Noncompliance
 - i. Manage the Noncompliance Point program, including Noncompliance Point history and tracking in respect of Article 22 of the Project Agreement, Exhibit 16 of the Project Agreement, and Attachment 4-1 of the Technical Requirements
 - ii. Assist OWNER in resolving Noncompliance Point disputes with Developer
 - iii. Review annual updates to Developer's Performance and Measurement Table Baseline
 - iv. Perform design and construction quality compliance audits once a month throughout the duration of the Design and Construction Period. Provide OWNER a written analysis of the audits.
 - v. Assist OWNER with review, analysis and actions relating to safety compliance notices or similar issued to the Developer.
- c. Contract Breach
 - i. Notify OWNER of material contract breaches and Persistent Breaches
 - ii. Assist OWNER to resolve contract breach disputes with Developer
- 5. Support Construction Deliverable Review and Approval
 - a. Project Agreement - Plan Review
 - i. Review and provide written comments to OWNER on Developer's plans for the Design and Construction Period based on the Project Agreement. The plans include:
 - 1. Developer Project Management Plan (DPMP) and DPMP component parts, plans and documentation
 - 2. Hazardous Materials Management Plan
 - 3. Public Information Plan
 - 4. Landscape and Finishes Plan
 - 5. Safety Plan;

6. Environmental Management Plan
 7. Traffic Management Plan
 8. Construction Quality Management Plan (CQMP)
 9. Crisis Management Plan (CMP)
 10. Design Quality Management Plan
 11. Developer Communications Plan
 12. EDMS Operating Plan
 13. Geotechnical Exploration Plan
 14. O&M Plan
 15. O&M Quality Management Plan
 16. Public Involvement Plan
 17. Reinstatement Plan
 18. Remedial Plan
 19. Security and Emergency Access Plan
 20. Spill Response Plan
 21. Stormwater Pollution Prevention Plan
 22. Transition Plan
 23. Vegetation Management Plan
 24. Waste Management Plan
 25. Work Plan
 26. Emergency Management Plan
 27. Other project management plans required by the Project Agreement.
- ii. Review and provide comments to OWNER on reports and plans required by the Project Agreement, as well as updates and modifications to the reports or plans.
- b. Design Review
- i. Receive, log and track Submittals and responses.
 - ii. Distribute Submittals to Owner, Owner's technical advisor, USACE, or Third-Party AHJs as appropriate.
 - iii. Assist OWNER with review and comment on Design documents and address issues raised regarding the OWNER's review of Submittals.

- iv. Compile Owner, Owner's technical advisor, USACE, CONSULTANT, and AHJ comments and provide recommended actions to OWNER.
 - v. Assist OWNER to meet with Third-Party AHJs to review Third-Party AHJ comments by coordinating and facilitating communications (meetings, Webex meeting, Skype meetings) between OWNER and Third-Party AHJ.
 - vi. Attend design comment review, design production and schedule review meetings with OWNER and Developer. Be available for consultation with OWNER after the meetings.
 - vii. Communicate OWNER's review and comments to Developer.
6. CONSULTANT shall coordinate and manage the following work to be done by the Authority's Design Engineer Consultant:
- a. If requested, attend weekly meetings and design and construction management meetings with Developer.
 - b. Review Developer design changes.
 - c. Perform surveys to verify Developer's layout and completed Work.
 - d. Confirm that record drawings (as-built drawings) are being developed concurrent with construction completion and audit the compliance of the record drawings.
 - e. Monitor and report environmental activities for compliance with applicable laws and Developer's Environmental Management Plan (EMP).
 - f. Monitor and provide updates to OWNER regarding Storm Water Pollution Prevention Plan issues and recommend remedies.
 - g. Assist with review of Submittals.
 - h. Submit weekly meeting notes and action notes for monitoring activities.
 - i. Submit a closeout report of management monitoring activities at the end of the Construction Period.
 - j. Support CONSULTANT in construction inspection and management tasks. Provide notes for inspections, as needed.
 - k. Assist with technical monitoring during construction.
 - l. Assist with developing and maintaining a record of Developers construction activities and identify areas of noncompliance with the Project Agreement.
 - m. Assist with construction quality compliance audits once a month throughout the duration of the Design and Construction Period.
 - n. Assist with review and comment on Design documents.

NOTE:

- (1) CONSULTANT shall not commence work on this Task 6.D until approval to proceed with Task 6.D is provided by the OWNER.

Task 6.E - Management of Payment Mechanisms

The objective of Task 6.E is to develop and implement processes and procedures for recommending Milestone Payments, deductions, and other payment requirements.

The scope of services for Task 6.E includes:

1. Assist OWNER and OWNER's financial advisor with the process and procedure for Update of the Base Maximum Availability Payments (MAPs) in accordance with Section 23 and Exhibit 13 to the Project Agreement.
 - a. Develop and implement the process and procedure for calculating payments in accordance with Section 23 and Exhibits 13-15 to the Project Agreement.
2. Coordinate review and consideration of Milestone Payment requests with the determination of Interim Completion of Project Elements, Milestone One Completion, Substantial Completion, and Project Final Completion in Task 6.F.
3. Develop and implement the process and procedure for Milestone Payments in accordance with Exhibit 14 to the Project Agreement relating to:
 - a. Interim Pay Unit payments (if implemented)
 - b. Milestone Payment One
 - c. Milestone Payment One Deduction
 - d. Milestone Payment Two
 - e. Milestone Payment Two Deduction
4. Develop and implement the process and procedure for the Payment Mechanism in accordance with Section 23 and Exhibit 15 of the Project Agreement relating to:
 - a. Monthly Availability Payment
 - b. Monthly Flood Control Payment
 - c. Monthly Non-Flood Control Payment
 - d. Variable Payment
 - e. Escalation Factor
5. Develop and implement the processes and procedures for payment request reviews and provide comments to OWNER on Developer's payment requests:
 - a. Review Developer's payment request.
 - b. If required, attend meetings with Developer to review and discuss payment request.

- c. Review Developer's revised payment request for compliance with issues raised at the payment request review meetings.
 - d. Recommend payment or non-payment of payment requests to OWNER.
6. Develop and implement the process and procedure for dealing with requests for payment arising out of:
- a. Compensation Events
 - b. Project Operation
 - c. Material Flood Events
 - d. Commercial claims
 - e. Other circumstances concerning payment or deduction.

NOTE:

- (1) CONSULTANT shall not commence work on this Task 6.E until approval to proceed with Task 6.E is provided by the OWNER.

Task 6.F – Design & Construction Period Completions

The objective of Task 6.F is to determine when the Developer achieves Interim Completion of Project Elements, Milestone One Completion, Substantial Completion, and Project Final Completion. This task will develop data to support recommendations to OWNER regarding the Developer's progress and payments.

The scope of services for Task 6.F includes:

- 1. Develop and implement processes for determining Interim Completion of Project Elements, Milestone One Completion, Substantial Completion, and Project Final Completion, including management of non-conforming work and Punch List items. Such processes will rely on the CCP as the basis for determining compliance.
- 2. Interim Completion of Project Elements
 - a. Review Developer's notice of intended Interim Completion of Project Elements and the list of requirements that will be achieved to allow the OWNER's issuance of the Certificate of Interim Completion for the relevant Interim Completion Element.
 - b. Review those Interim Completion Conditions capable of being reviewed.
 - c. Meet, confer and exchange information with Developer, OWNER, local engineers and Owners Design Engineer on a regular basis to allow for the orderly, timely inspection of the relevant Interim Completion Element, review of the Final Design Documents and final Construction Documents with respect to that Interim Completion Element, and determine whether the Developer has satisfied the Interim Completion Conditions for the relevant Interim Completion Element.

- d. Inspect the relevant Interim Completion Element, review the Final Design Documents, Construction Documents and other Submittals and conduct such other investigation as may be necessary to evaluate whether Interim Completion has been achieved with respect to the relevant Interim Completion Element.
 - e. Develop a Punch List relating to each Interim Completion based on the CCP and other material considerations.
 - f. Recommend OWNER to either:
 - g. if all the applicable Interim Completion Conditions have been satisfied, issue a written certificate that certifies that the Developer has achieved Interim Completion with respect to the relevant Interim Completion Element (a "Certificate of Interim Completion"); or
 - h. if an applicable Interim Completion Condition has not been satisfied, notify the Developer in writing of the reasons why Interim Completion for the relevant Interim Completion Element has not been achieved.
 - i. Assist OWNER in Disputes arising from Developer's failure to agree with OWNER's determination in respect of Interim Completion.
3. Milestone One Completion
- a. Review Developer's notice of intended Milestone One Completion and the list of requirements that will be achieved to allow the Authority's issuance of the Certificate of Milestone One Completion.
 - b. Review those Milestone One Completion Conditions capable of being reviewed.
 - c. Meet, confer and exchange information with Developer OWNER, local engineers and Owners Design Engineer on a regular basis to allow for the orderly, timely inspection of the relevant Project, review of the Final Design Documents and final Construction Documents with respect to Milestone One Completion, and determination of whether the Developer has satisfied all of the Milestone One Completion Conditions.
 - d. Inspect the Project, review the Final Design Documents, Construction Documents and other Submittals and conduct such other investigation as may be necessary to evaluate whether Milestone One Completion has been achieved.
 - e. Develop a Punch List relating to Milestone One Completion based on the CCP and other material considerations.
 - f. Verify that Interim Completion has occurred with respect to the Interim Completion Elements within the Milestone One Limits
 - g. Verify that the combination of the Interim Completion Elements within the Milestone One Limits are operational as a single comprehensive system, and

capable of being operated full-time, uninterrupted, and continuously for the purpose intended.

- h. Verify that Interim Completion has occurred with respect to the Interim Completion Elements within the Milestone One Limits
 - i. Verify that the combination of the Interim Completion Elements within the Milestone One Limits are operational as a single comprehensive system, and capable of being operated full-time, uninterrupted, and continuously for the purpose intended.
 - j. Verify that, to the extent applicable, vegetative cover for the Interim Completion Elements within the Milestone One Limits is being established and maintained consistent with the design and construction requirements for vegetative cover and the Vegetation Management Plan.
 - k. Recommend OWNER to either:
 - l. If the applicable Milestone One Completion Conditions have been satisfied, issue a written certificate which certifies that the Developer has achieved Milestone One Completion (a "Certificate of Milestone One Completion"); or
 - m. If an applicable Milestone One Completion Condition has not been satisfied, notify the Developer in writing of the reasons why Milestone One Completion has not been achieved.
 - n. Assist OWNER in Disputes arising from Developer's failure to agree with OWNER's determination in respect of Milestone One Completion.
4. Substantial Completion
- a. Review Developer's notice of intended Substantial Completion and the list of requirements that will be achieved to allow OWNER's issuance of the Certificate of Substantial Completion.
 - b. Review those Substantial Completion Conditions capable of being reviewed.
 - c. Meet, confer and exchange information with Developer OWNER, local engineers and OWNER's Design Engineer on a regular basis to allow for the orderly, timely inspection of the relevant Project, review of the Final Design Documents and final Construction Documents with respect to Substantial Completion, and determine whether the Developer has satisfied the Substantial Completion Conditions.
 - d. Inspect the Project, review the Final Design Documents, Construction Documents and other Submittals and conduct such other investigation as may be necessary to evaluate whether Substantial Completion has been achieved.
 - e. Develop a Punch List relating to Substantial Completion based on the CCP and other material considerations

- f. Verify that the Developer has completed the Design Work and Construction Work with respect to the Project Elements in accordance with the Project Agreement, the Final Design Documents and the Construction Documents, except with respect to Punch List items.
- g. Verify that:
 - i. The combination of the Project Elements for the Project are operational as a single comprehensive system, and capable of being operated full-time, uninterrupted, and continuously for the purpose intended.
 - ii. The Annual Availability Tests are passed.
 - iii. The Phase 9.1 Model is up to date.
 - iv. Ancillary items, including equipment, supplies, spare parts and manuals are in place.
 - v. Establishment and commissioning procedures have been successfully completed.
- h. Verify that, to the extent applicable, vegetative cover for Project Elements is being established and maintained consistent with the design and construction requirements for vegetative cover and the Vegetation Management Plan.
- i. Verify that Developer has restored and handed back to the Authority land subject to Temporary Construction Easements, in accordance with the Project Agreement Section 8.4 (Temporary Construction Easements).
- j. Verify that Developer has conducted verification of the accuracy of the flow and water level measuring system, which system includes:
 - i. use of survey methods for water level measurement; and
 - ii. proposing a method, applicable timing and associated equipment for flow measurement.
- k. Recommend OWNER to either:
 - i. if the applicable Substantial Completion Conditions have been satisfied, issue a written certificate which certifies that the Developer has achieved Substantial Completion (a "Certificate of Substantial Completion"); or
 - ii. if an applicable Substantial Completion Condition has not been satisfied, notify the Developer in writing of the reasons why Substantial Completion has not been achieved.
- l. Assist OWNER in Disputes arising from Developer's failure to agree with OWNER's determination in respect of Substantial Completion.
- m. Verify that the Developer has completed the Design Work and Construction Work with respect to Project Elements in accordance with the Project

Agreement, the Final Design Documents and the Construction Documents, except with respect to Punch List items.

5. Project Final Completion

- a. Review Developer's notice of intended Project Final Completion and the list requirements that will be achieved to allow OWNER's issuance of the Certificate of Project Final Completion.
- b. Review those Project Final Completion Conditions capable of being reviewed.
- c. Meet, confer and exchange information with Developer, OWNER, local engineers, and OWNER's Design Engineer on a regular basis to allow for the orderly, timely inspection of the relevant Project, review of the Final Design Documents and final Construction Documents with respect to Project Final Completion, and determination of whether the Developer has satisfied the Project Final Completion Conditions.
- d. Inspect the Project, review the Final Design Documents, Construction Documents and other Submittals and conduct such other investigation as may be necessary to evaluate whether Project Final Completion has been achieved.
- e. Develop a Punch List relating to Project Final Completion based on the CCP and other material considerations.
- f. Verify that the Developer has completed the Design Work and Construction Work in accordance with the Project Agreement, the Final Design Documents and the Construction Documents, except with respect to Punch List items.
- g. Confirm that Project Final Completion has occurred.
- h. Verify that Punch List items have been completed in accordance with the requirements of the Project Agreement.
- i. Verify that Submittals for the Design Work and Construction Work that Developer is required by the Project Agreement to submit after Project Final Completion have been submitted to, and acted on by, the Authority.
- j. Verify that the Authority has received a complete set of the As-Built Drawings for the Project, in the form required under the Project Agreement.
- k. Verify that, if any Governmental Entity with jurisdiction requires a certification of design, engineering or construction with respect to the Project, including certifications from the Engineer of Record for the Project, Developer has caused such certificates to be delivered and has concurrently issued identical certificates to the Authority.
- l. Verify that the conditions of the Governmental Approvals relating to the Project that relate to Design Work or Construction Work have been satisfied.
- m. Verify that Governmental Approvals (if any) required to perform O&M Work with respect to the Project, other than Governmental Approvals that will not be

required for performance of the O&M Work until a later date, are in place, have been provided to the Authority and are not subject to appeal.

- n. Verify that Developer has developed and delivered to the Authority for review and comment, in accordance with the Technical Requirements, the O&M Manual with respect to the Project.
 - o. Verify that Developer has certified to the Authority in writing that no overdue amounts owing to a Key Contractor with respect to the Project remain unpaid (except for amounts being disputed in Good Faith and for which Developer has established adequate reserves).
 - p. Recommend OWNER to either:
 - i. if the applicable Project Final Completion Conditions have been satisfied, issue a written certificate which certifies that the Developer has achieved Project Final Completion (a "Certificate of Project Final Completion"); or
 - ii. if an applicable Project Final Completion Condition has not been satisfied, notify Developer in writing of the reasons why Project Final Completion has not been achieved.
 - q. Assist OWNER in Disputes arising from Developer's failure to agree with OWNER's determination in respect of Project Final Completion.
6. CONSULTANT shall coordinate and manage the following work to be done by the Authority's Design Engineer Consultant:
- a. Assist with inspection of the relevant Interim Completion Element, review of the Final Design Documents, Construction Documents and other Submittals to evaluate whether Interim Completion has been achieved with respect to the relevant Interim Completion Element.
 - b. Assist with develop a Punch List relating to each Interim Completion based on the CCP and other material considerations.
 - c. Assist with inspect of the Project, review the Final Design Documents, Construction Documents and other Submittals to evaluate whether Milestone One Completion has been achieved.
 - d. Assist with development a Punch List relating to Milestone One Completion based on the CCP and other material considerations.
 - e. Verify that, to the extent applicable, vegetative cover for Interim Completion Elements within the Milestone One Limits is being established and maintained consistent with the design and construction requirements for vegetative cover and the Vegetation Management Plan.
 - f. Assist with inspection the Project, review the Final Design Documents, Construction Documents and other Submittals to evaluate whether Substantial Completion has been achieved.

- g. Assist with development a Punch List relating to Substantial Completion based on the CCP and other material considerations.
- h. Verify that, to the extent applicable, vegetative cover for Project Elements is being established and maintained consistent with the design and construction requirements for vegetative cover and the Vegetation Management Plan.
- i. Assist with inspection the Project, review the Final Design Documents, Construction Documents and other Submittals to evaluate whether Final Completion has been achieved.
- j. Assist with development a Punch List relating to Final Acceptance based on the CCP and other material considerations.

NOTE:

- (1) CONSULTANT shall not commence work on this Task 6.F until approval to proceed with Task 6.F is provided by the OWNER.

Task 6.G - Management and Coordination of Utilities and Third-party Agreements

The objective of Task 6.G is to provide management and coordination of Third-Party MOUs and Utility MOUs and general liaison with Utilities and Third Parties whose assets must be updated or relocated.

The scope of services for Task 6.G includes:

- 1. On OWNER's behalf, facilitate and manage negotiations with Utilities and Third Parties, whose assets are affected or required to be moved.
- 2. Finalize terms of Third-Party MOUs and Utility MOUs, draft documents and reviewing/commenting on Third-Party MOUs and Utility MOUs with agencies including the following:
 - a. AT&T
 - b. BNSF
 - c. Barnes Township
 - d. Berlin Township
 - e. Cass County
 - f. Cass County Electric Cooperative
 - g. Cass Rural Water
 - h. Century Link
 - i. CHS, Inc.
 - j. Dakota Carrier Network
 - k. Drain Water Resource Districts
 - l. Harwood Township

- m. Horace, Stanley and Warren Townships
- n. Magellan
- o. Mapleton Township
- p. Midcontinent
- q. Minnkota
- r. Moorhead Public Service
- s. NDDOT
- t. NuSTar
- u. Otter Tail Power Company
- v. Raymond Township
- w. SBA Communications
- x. Sprint
- y. North Dakota State Water Commission
- z. WAPA
- aa. Warren Township
- bb. WBI
- cc. West Fargo
- dd. Wiser Township
- ee. Xcel

3. Assist OWNER to secure additional Third-Party MOUs or Utility MOU If Developer discovers additional parties whose assets are affected by the Project, or require to be relocated
4. If required, attend meetings with OWNER and Developer to clarify the requirements of the Project Agreement, Technical Requirements and Third-Party MOUs or Utility MOU concerning the management and coordination of Utilities and Third Parties.

NOTE:

(1) Execution of this Task Order 6 by the OWNER constitutes approval to proceed with Task 6.G.

References:

The following documents are referenced in this Task Order 6.

- Master Agreement for Professional Services between the OWNER and CONSULTANT dated January 13, 2017, and any attachments and executed amendments.

- Draft Project Agreement for the Fargo Moorhead Metropolitan Area Flood Risk Management Project – Diversion Channel and Associated Infrastructure, including Technical Requirements, dated July 28, 2017.

Attachments:

The following documents are attached to this Task Order 6.

- Attachment A – OWNER’s Responsibilities
- Attachment B – Technical Support Provided by the Diversion Authority’s Design Engineer Consultant
- Attachment C – Budget and Payments to CONSULTANT
- Attachment D – Task Order #6 Org Chart

Obligations of OWNER:

OWNER's responsibilities shall be as shown in Sections Thirty-two (32) through Forty (40), inclusive, of the MASTER AGREEMENT and Attachment A to this Task Order 6.

SUBCONSULTANTS:

- Advanced Engineering and Environmental Service, Inc. (AE2S)

Other Modifications to MASTER AGREEMENT:

- None

Conflicts:

If any part of this Task Order 6 conflicts with the terms and conditions of the MASTER AGREEMENT, then the terms and conditions of the MASTER AGREEMENT shall prevail.

Budget and Payments to CONSULTANT:

The budgetary amount established for services under this Task Order 6 is \$43,710,115. Compensation and payments are as per the MASTER AGREEMENT, including the cost reimbursement provisions. The expected distribution of the budgetary amount by task and by year for the term of this Task Order 6 is presented in Attachment C. OWNER and CONSULTANT agree and acknowledge that Attachment C is an estimate.

As part of OWNER’s Program Budget development, review, and approval, and at least on an annual basis, CONSULTANT shall submit to OWNER a spending curve reflecting costs today and the anticipated expenditures for the term of this Task Order 6. The spending curve will be adjusted to reflect the Program Budget approved by OWNER. The initial spending curve will reflect the anticipated expenditures as shown in Attachment C and will be submitted to OWNER as part of the first scheduled Program Budget development, review, and approval process after execution of this Task Order 6.

On a monthly basis, CONSULTANT will report on the actual expenditures of this Task Order 6 against the currently approved spending curve.

CONSULTANT will advise OWNER when 80 percent of the budget on this Task Order 6 is expended. If necessary, CONSULTANT will prepare and submit to OWNER an amendment for additional compensation when 90 percent of the budgetary amount for this Task Order 6 is expended. CONSULTANT will not perform work beyond 100 percent of the budgetary amount without OWNER's written authorization by amendment to this Task Order.

Owner's Rights:

OWNER may suspend services and/or terminate this Task Order 6 upon thirty (30) days' written notice. Suspension and termination provisions shall be in accordance with the MASTER AGREEMENT. If the MASTER AGREEMENT is terminated, this Task Order 6 shall also terminate.

Effective Date of This Task Order:

August 23, 2019

This Task Order 6 and the services covered by this Task Order 6 will be performed in accordance with the provisions and any attachments or schedules of the MASTER AGREEMENT. This Task Order 6 will become a part of the referenced MASTER AGREEMENT when executed by both parties.

Metro Flood Diversion Authority

Signature: _____

Signature: _____

Name (printed): Michael Redlinger

Name (printed): Robert Wilson

Title: Co-Executive Director, FMDA

Title: Co-Executive Director, FMDA

Date: _____

Date: _____

CH2M HILL ENGINEERS, INC., a wholly-owned subsidiary of Jacobs Engineering Inc.

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Attachment A

OWNER's Responsibilities

1. Review, process, and pay invoices for OWNER-held agreements and task orders.
2. Review, process and make payments to the Developer per the Project Agreement.
3. Designate OWNER's staff to coordinate and finalize Third-Party MOU and Utility MOU negotiations and other agreements.
4. Lead and facilitate Admin Advisory Staff meetings and monthly Board and Committee meetings.
5. Review and respond to Submittals as detailed in Attachment 2-3 of the Technical Requirements.
6. Execute agreements to implement the project as approved.
7. Issue written certificates that certify that the Developer has achieved Interim, Milestone and Final Completion.
8. Continue the agreement with ACONEX, subject to approval by the DA Board, to provide an EDMS platform and host an "ACONEX Local Copy" on OWNER's IT infrastructure.
9. Provide Technical Service as described in Attachment B.
10. Provide studies, reports, including permit compliance and monitoring reports, and other documents by HMG, USACE, and other third-party consultants for review and comment.

Attachment B

Technical Services Provided by the Authority's Design Engineer Consultant

This attachment describes the technical services to be provided by others, under separate contract(s) to the OWNER that will be coordinated by CONSULTANT.

1. Provide expertise and assistance to CONSULTANT to review and provide input on the scope of Construction Monitoring Services, including but not limited to:
 - a. Design Management
 - b. Design Compliance
 - c. Construction Management
 - d. Construction Compliance
 - e. Maintenance Management
 - f. Maintenance Compliance
 - g. Monitoring of Operations and Maintenance during construction

2. Provide expertise in the disciplines of Civil, Architectural, Geotechnical, Mechanical, Structural, and Transportation Engineering to assist, for the following construction monitoring activities:
 - a. Attending design and construction management meetings and weekly meetings with Developer and third parties.
 - b. Reviewing Developer's Project Management Plan as it pertains to construction activities
 - c. Reviewing Developer design changes
 - d. Confirming that record drawings are being developed accurately and to the required quality, concurrent with construction completion.
 - e. Reviewing scope variations and design and/or construction claims raised by Developer.
 - f. Reviewing Developer submissions.
 - g. Performing construction inspection and management tasks.
 - h. Reviewing Developer initiated changes in scope for previously approved ITCs
 - i. Providing review and input on Monitoring Processes and Procedures for construction
 - j. Assisting with Compliance Management for Construction.
 - k. Reviewing Developer's plans for each phase of the project
 - l. Reviewing design documents

3. Provide expertise in the disciplines of Civil, Architectural, Geotechnical, Mechanical, Structural, or Transportation Engineering to assist for the following commissioning activities:
 - a. Establishing commissioning goals based on the Performance Measurement Requirements
 - b. Establishing commissioning approach and scope and commissioning plans, specifically in relation to design deliverables, testing and inspection
 - c. Establishing testing and inspection plans to define O&M training requirements
 - d. Developing commissioning specifications
 - e. Determining 'special' testing needs outside the scope of normally provided commissioning services.

4. Provide expertise to assist the CONSULTANT in managing and coordinating Utilities and Third-Party Agreements by providing attendees and input at meetings between CONSULTANT, owner, developer, utilities and third-parties.

Attachment C
Budget and Payments to CONSULTANT

Jacobs Annual Budgetary Summary by Task

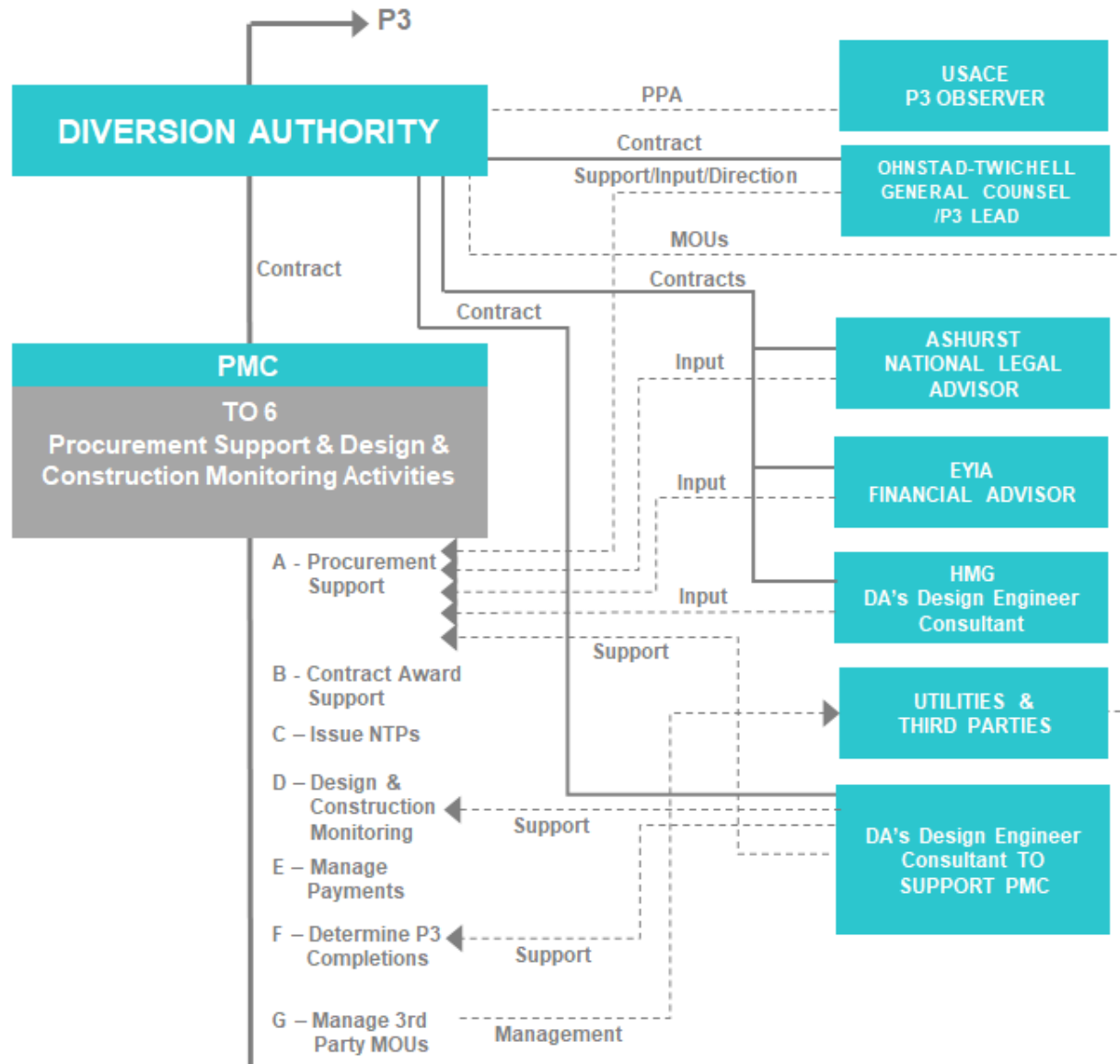
Description	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	Budget Amount
Task 6.A – P3 Procurement Support	2,440,667	2,537,381	0	0	0	0	0	4,978,048
Task 6.B – P3 Contract Award Support	0	779,138	0	0	0	0	0	779,138
Task 6.C – Issuance of Notices to Proceed (NTP)	0	394,069	0	0	0	0	0	394,069
Task 6.D – Monitoring of Activities During Design and Construction	0	1,358,923	5,643,200	5,812,497	5,986,872	6,166,478	4,275,991	29,243,961
Task 6.E – Management of Payment Mechanisms	0	16,843	69,943	72,042	74,203	76,429	52,998	362,458
Task 6.F – Design & Construction Period Completions	0	0	0	206,623	977,239	1,512,807	1,258,318	3,954,987
Task 6.G – Management of Utilities and 3rd parties	0	397,912	982,092	916,319	683,373	657,713	360,048	3,997,457
Task Order 6 - Total Budgetary Amount	2,440,667	5,484,266	6,695,235	7,007,481	7,721,687	8,413,427	5,947,355	43,710,118

Total Jacobs FTE Summary by Task

Description	FY2019	FY2020*	FY2021	FY2022	FY2023	FY2024	FY2025	Average FTEs per task (not per year)
Task 6.A – P3 Procurement Support	8.95	8.95	0.00	0.00	0.00	0.00	0.00	8.95
Task 6.B – P3 Contract Award Support	0.00	4.92	0.00	0.00	0.00	0.00	0.00	4.92
Task 6.C – Issuance of Notices to Proceed (NTP)	0.00	3.50	0.00	0.00	0.00	0.00	0.00	3.50
Task 6.D – Monitoring of Activities During Design and Construction	0.00	9.90	9.90	9.90	9.90	9.90	9.90	9.90
Task 6.E – Management of Payment Mechanisms	0.00	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Task 6.F – Design & Construction Period Completions	0.00	0.00	0.00	1.40	1.66	2.57	3.10	2.18
Task 6.G – Management of Utilities and 3rd parties	0.00	1.30	1.30	1.17	0.80	0.73	0.50	0.97

*The FTE values show an average for the duration of each task in any given year, whether that be 1 month or 12 months. Tasks are not necessarily concurrent and, as a result, the total FTEs for 2020 appear inflated. We estimate the peak total FTEs for 2020 to be approximately 14.

Attachment D
Task Order #6 Org Chart





This is Work Order No. 6, consisting of 3 pages.

Ashurst, LLP

Work Order No. 6

F-M Area Diversion Project

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

- 1) SPECIFIC PROJECT DATA
 - a) Title: **P3 Procurement In Re: Fargo-Moorhead Area Diversion Project/DCAI ("Project")**
 - b) Description: **Consultant is acting as Owner's National P3 Legal Counsel**
- 2) SERVICES OF CONSULTANT: **Provide legal advice and support in relation to P3 aspects of the Project, and limited to items specified in Work Orders authorized by Owner and provided by Local Counsel, Ohnstad Twichell, P.C.**
- 3) SUBTASKS TO BE UNDERTAKEN BY CONSULTANT:
 - a) Assist with re-engagement with Shortlisted Proposers
 - b) Finalization of draft Request for Proposals (RFP)
 - c) Collect all comments/questions from the Shortlisted Proposers on the draft RFP and collect and draft responses (where relevant) to such questions
 - d) Participate in all one-on-one meetings with the Shortlisted Proposers
 - e) Prepare re-drafts of the Project Agreement in response to bidder feedback
 - f) Review and comment on re-drafts of the Instructions to Proposers (ITP) in response to bidder feedback
 - g) Negotiation of contractual arrangements in connection with any Innovative Technical Concepts (ITCs)
 - h) Prepare the manual to govern the evaluation of proposals
 - i) Assistance in the preparation of whitepapers on key risk items/points of principle that arise from the procurement process
 - j) Review of proposals
 - k) Assistance in the evaluation process
 - l) Negotiation/review (as applicable) and finalization of Project documents (Project Agreement, subcontracts, etc.) and ancillary documentation for Commercial Close
 - m) Ensure all conditions precedent are met for Commercial Close
 - n) Review of finance documents and ancillary documentation for Financial Close
 - o) Ensure all conditions precedent are met for Financial Close
 - p) Participate in internal meetings with the P3 Working Group in connection with all of the above, as necessary, to resolve issues in connection with the RFP/Project documents/closing processes/etc.
- 4) PAYMENTS TO CONSULTANT
 - a) Owner shall pay Consultant for services rendered as follows:

- i) Compensation for services identified under this Work Order shall be on an hourly basis in accordance with the Standard Hourly Rates shown in Section 3 of the Agreement and as amended by this Work Order.
- ii) The total compensation for services identified under this Work Order shall not exceed the total budget amount in the table below.
- iii) Consultant will not perform work beyond one hundred percent (100%) of the total budget set forth below without Owner's authorization by an amendment to this Work Order.

Description	Current Budget (\$)	Change (\$)	Revised Budget (\$)
15 months x \$260,000 per month Based on assumption that Financial Close will be achieved by October 1, 2020	3,900,000.00		
TOTAL	3,900,000.00		

- b) The terms of payment are set forth in Section 5 and Section 6 in Appendix 1 of the Agreement.
 - c) Provide detailed monthly invoice and status report
 - i) A summary report will accompany invoice and will detail work completed during the invoice period.
 - ii) The summary report will be organized by subtask and will provide narrative of work completed on each subtask.
- 5) Other Modifications to Agreement:
- Under the terms of the Agreement, Consultant may increase its hourly rates January 1st of each year; however, Consultant hereby agrees to hold its hourly rates at their current levels through December 31, 2020.**
- 6) Documents Incorporated By Reference: Agreement dated January 4, 2016
 - 7) Terms and Conditions: Execution of Work Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance as of the date of the Agreement.

The Effective Dates of this Work Order are July 1, 2019 through December 31, 2020.

(Signatures contained on the following page.)

CONSULTANT:

Ashurst, LLP

Signature

Date

Andrew Fraiser

Name

Partner

Title

DESIGNATED REPRESENTATIVE FOR
WORK ORDER:

Andrew Fraiser

Name

Partner

Title

Times Square Tower
7 Times Square
New York, NY 10036

Address

andrew.fraiser@ashurst.com

E-Mail Address

(212) 205-7000

Phone

(212) 205-7020

Fax

OWNER:

Metro Flood Diversion Authority

Signature

Date

Mary Scherling

Name

Chair, Diversion Authority Board

Title

DESIGNATED REPRESENTATIVE FOR
WORK ORDER:

Michael J. Redlinger

Name

Assistant City Administrator, City of Fargo

Title

Fargo City Hall
225 4th Street North
Fargo, ND 58102

Address

mredlinger@fargond.gov

E-Mail Address

(701) 476-4135

Phone

(701) 476-4136

Fax