METRO FLOOD DIVERSION AUTHORITY
Thursday, April 27, 2017
3:30 PM
Fargo City Commission Room
Fargo City Hall
200 3rd Street North

1.	Call to order		
2.	Approve minutes from previous meeting	Item 2.	Action
3.	Approve order of agenda		Action
4.	Management a. PMC report		Information
5.	Administrative/Legal a. Executive Director recruitment update b. Houston-Moore Group (HMG) MSA c. Meeting frequency	 Item 5b. 	Information/action
6.	Public Outreach a. Committee report b. Business Leaders Task Force update		Information
7.	Land Management a. Committee report b. Draft Land Acquisition Status Report	 Item 7b.	Information
8.	Finance a. Committee report b. Voucher approval c. Recommended contracting actions d. Recommended contracting awards	 Item 8a. Item 8b. Item 8c. Item 8d.	Information/action
9.	Other Business		
10.	Next Meeting – May 25, 2017		
11.	Adjournment		

cc: Local Media

METRO FLOOD DIVERSION AUTHORITY
MARCH 23, 2017—3:30 PM

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, March 23, 2017, at 3:30 PM in the Fargo City Commission Room with the following members present: Fargo City Mayor Tim Mahoney; Fargo City Commissioner Dave Piepkorn; Fargo City Commissioner John Strand; Cass County Commissioner Mary Scherling; Cass County Commissioner Chad M. Peterson; Cass County Commission representative Darrell Vanyo via conference call; Moorhead City Council Member Chuck Hendrickson; Clay County Commissioner Kevin Campbell; Clay County Commissioner Grant Weyland; Cass County Joint Water Resource District Manager Rodger Olson; and West Fargo City Commissioner Mike Thorstad. Moorhead City Mayor Del Rae Williams and Moorhead City Council Member Joel Paulsen were absent.

2. MINUTES APPROVED

MOTION, passed

Mr. Weyland moved and Mr. Olson seconded to approve the minutes from the February 23, 2017, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

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

4. MANAGEMENT UPDATE

Program management consultant (PMC) report

Randy Richardson from CH2M provided an update on activities over the last month, which include support for North Dakota legislative activities; a trip to Washington, D.C. to meet with the congressional delegation and officials from the Corps of Engineers and Office of Management and Budget (OMB); meeting with Moorhead and Clay County leaders to discuss an engagement strategy with the Minnesota legislature; release of the second version of P3 RFP documents; continued Phase 1 land acquisitions; and Oxbow home removals. Priority areas for the next month include meeting with Minnesota legislative leaders; monitor and support North Dakota legislative activities; continued Phase 1 land acquisitions; and Phase 2 property appraisals.

Robert Cowen provided a brief financial update on the overall program status and 2017 cash budget with $7.7 million spent so far this fiscal year.

Ty Smith from CH2M provided a construction update on continued work at the 4th Street North pump station generator building, and the Oxbow home demolition and relocation project. He said all seven homes along Schnell Drive in Oxbow have been removed and preparation has begun on removal of four homes on Riverbend Road.

5. CORPS OF ENGINEERS UPDATE

Terry Williams, Project Manager from the Corps of Engineers, was present to provide an update of activities by Corps of Engineers staff which includes draft technical review plans and specs for the Wild Rice control structure; completion of draft preliminary engineering report on southern embankment design; assistance with further development of the P3 RFP; identification of additional environmental mitigation sites; preparation to award contracts for geomorphic and biotic surveys, and for cultural mitigation on sites along the diversion channel alignment.

A groundbreaking ceremony for the diversion inlet control structure is scheduled for Monday, April 17th at the inlet site. A 1997 flood commemoration will also be held in conjunction with the ceremony.

6. ADMINISTRATIVE/LEGAL UPDATE

MetroCOG cost reimbursement agreement and LiDAR flight invoice

Attorney John Shockley discussed a cost reimbursement agreement with the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) to assist the Diversion Authority with a multi-jurisdictional project to update digital aerial ortho imagery and contour LiDAR mapping at a cost of $238,030.07. The Finance Committee approved the agreement and the cost invoice.

MOTION, passed

Mr. Piepkorn moved and Mrs. Scherling seconded to approve the cost reimbursement agreement with the F-M Metropolitan Council of Governments (Metro COG). On roll call vote, the motion carried unanimously.

MOTION, passed

Mr. Piepkorn moved and Mrs. Scherling seconded to approve the invoice in the amount of $238,030.07 to Metro COG for 2017 aerial imagery and LIDAR mapping. On roll call vote, the motion carried unanimously.

Houston-Moore Group (HMG) Master Services Agreement

Mr. Shockley said last month the board approved an extension to the current Master Services Agreement with Houston-Moore Group (HMG) to continue negotiations on a new agreement. He is asking the board to approve an additional 30-day extension in order to complete the negotiations, which are close to being resolved.

MOTION, passed

Mr. Peterson moved and Mr. Campbell seconded to approve Amendment No. 2 to the Master Services Agreement with Houston-Moore Group, LLC for an additional 30-day extension. On roll call vote, the motion carried unanimously.

7. PUBLIC OUTREACH UPDATE

Committee report

The Public Outreach Committee met on March 22nd. Rocky Schneider from AE2S provided an informational sheet on Richland County and Wilkin County, which outlines the impacts and benefits from the project. Mr. Campbell suggested the handout include the impacts to all structures rather than just residences and said this will be useful information to provide to Minnesota legislators.

8. LAND MANAGEMENT

The Land Management Committee met on March 22nd. Mrs. Scherling said the committee approved the draft mitigation plan, which is a living document and subject to changes; discussed impacts to the upstream areas; and approved the sale of a project-owned property in Clay County.

Sale of Project-Owned Property

Eric Dodds from AE2S discussed the disposal of four parcels of land totaling approximately 27 acres in rural Clay County, which the Diversion Authority purchased through the medical hardship program in 2013. The Land Management Committee approved to retain Pifer's to sell the property at auction.

Mr. Dodds said in order to sell the parcels, a flowage easement is needed since the land is in the staging area. Mr. Campbell wants to ensure a precedent is not being set with future flowage easements as the cost for this one is unique and should not be used as a basis for the future.

There was discussion on the usage and estimated cost of the land. Mr. Dodds said the most likely use of the property will be for hunting. Pifer's could establish a reserve amount for the sale.

Mr. Strand prefers to wait and not sell the property now. He believes the revenue received from the sale will not cover the cost that was spent to purchase the land. Mr. Piepkorn also prefers to wait and asked if it could be part of a trade similar to other types of transactions that have occurred with area farmers. Mr. Piepkorn said there are too many unknowns to support moving forward with the sale.

Mrs. Scherling understands the concerns of Mr. Strand and Mr. Piepkorn; however, she said residents from this area are concerned with the land being used by individuals to hold parties. She supports the sale and believes the Diversion Authority should be a good neighbor to surrounding land owners.

Mr. Peterson said the land swap is not prudent as only 11 acres are considered tillable. He believes the best use of the land is for hunting purposes and supports the sale. Mr. Campbell said Clay County Commissioner Jenny Mongeau has received complaints from residents about parties and other activities occurring on this property. Mr. Campbell is concerned with ongoing trespass issues, and he supports the sale.

Mr. Dodds said the property is in the staging area and will be impacted by the project. The Diversion Authority purchased the parcels to remove the house and other buildings.

Mr. Olson supports selling the land because there is no value as an exchange property. He believes it exposes the Diversion Authority to liability if something happens. He said the home was removed because the land is needed for the project, and the Diversion Authority has received value through the purchase.

MOTION, passed

Mr. Campbell moved and Mrs. Scherling seconded to approve the sale of the four parcels in rural Clay County owned by the Diversion Authority. On roll call vote, the motion carried with Mr. Campbell, Mrs. Scherling, Mr. Vanyo, Mr. Peterson, Mr. Mahoney, Mr. Hendrickson, Mr. Weyland, Mr. Olson and Mr. Thorstad voting "Yes"; Mr. Piepkorn and Mr. Strand voting "No".

Draft Land Acquisition Status Report

A draft land acquisition status map was prepared for board members. Mr. Dodds said it shows all of the properties needed for the project and the status, i.e. appraisals pending; in negotiation; purchase agreements signed; properties acquired and easements secured; and condemnation for acquisition.

Draft Mitigation Plan

Mr. Campbell thought the intent was for the Diversion Authority to approve the draft mitigation plan. Mrs. Scherling said the plan is over 200 pages long and members have not had a chance to review it. She said the plan is a draft and will be changed. Mr. Olson said the Agricultural Policy Subcommittee will meet on April 4th to consider ag property to include in the plan. Mr. Mahoney suggested the plan be discussed at the next board meeting.

MOTION, passed
Mrs. Scherling moved and Mr. Peterson seconded to receive the draft mitigation plan for board review and discussion at the next meeting. Motion carried.

9. FINANCE UPDATE

Committee report

The Finance Committee met on March 22nd. Michael Montplaisir, Cass County Auditor, said the Diversion Authority has $80 million in cash on hand, has the ability to borrow $50 million from Wells Fargo Bank, and has $86 million in state allocations. He said two short-term loans are due in July. The financial team has been looking at different options to pay them and will bring a recommendation back to the board.

Amendment to Fiscal Services Agreement

The Diversion Authority appointed the City of Fargo as fiscal agent for the project in 2011 because of the city's ability to manage project cash receipts and disbursements and to provide a financial management and reporting system. The Finance Committee approved an amendment to the agreement to add the payroll process, handling of cash reserves, and adjustment of the fiscal agent compensation. The compensation structure will change to a fixed monthly amount due to ongoing support provided by Fargo for a grant accountant position. He also noted that interest on cash reserves will be allocated to the diversion fund, and any interest charges accrued on deficit fund balances will be paid to Fargo to recoup lost investment income.

MOTION, passed
Mrs. Scherling moved and Mr. Olson seconded to approve the amendment to the Fiscal Services Agreement with the City of Fargo. On roll call vote, the motion carried unanimously.

USACE Funds Request 002

Michael Redlinger, Assistant Fargo City Administrator and Co-Executive Director, said the Finance Committee approved Funds Request 002 from the U.S. Army Corps of Engineers (USACE) in the amount of $1,230,000 for biotic monitoring, geomorphic surveys and cultural mitigation projects. The request is a non-federal liability and is consistent with the previous agreements with the Corps.

MOTION, passed
Mr. Campbell moved and Mr. Weyland seconded to approve USACE Funds Request 002 in the amount of $1,230,000. On roll call vote, the motion carried unanimously.

Voucher approval

The bills for the month are with Dorsey & Whitney LLP for legal services; Warner and Company for renewal of liability insurance coverage; Ohnstad Twichell, P.C. for legal services; Cass County Joint Water Resource District (CCJWRD) for costs associated with the Metro Flood Diversion, in-town levees, Diversion Project Assessment District, OHB levee, and Oxbow Country Club golf course construction; Erik R. Johnson & Associates, Ltd. for legal services; Army Corps of Engineers for 2017 surveys and mitigation work; and Fargo-Moorhead MetroCOG for aerial imagery and LIDAR mapping.

MOTION, passed
Mr. Peterson moved and Mr. Vanyo seconded to approve the vouchers received through March 15, 2017, in the amount of $6,359,595.13. On roll call vote, the motion carried unanimously.

Recommended Contracting Actions

Reimbursement Agreements

Mr. Montplaisir discussed two reimbursement agreements for utility relocations, which were approved by the Finance Committee:

- Midcontinent Communications (RA-MC-001 Utility Relocation)—temporary relocation of fiber optic cable for construction of Corps of Engineers Diversion inlet structure in the amount of $54,738.44;
- AT&T (RA-AT-002 Utility Relocation)—final payment for protection of fiber communication cable in the amount of $16,865.16.

MOTION, passed

Mr. Olson moved and Mrs. Scherling seconded to approve the appropriation of funds for the outlined utility relocations. On roll call vote, the motion carried unanimously.

10. OTHER BUSINESS

Reimbursement Rates for P3 Proposers

Mr. Shockley said the Finance Committee approved an increase to the rates of reimbursement as outlined in the Waiver of Protest and Proposal Preparation Reimbursement Agreement for the P3 proposers. He said recently one of the P3 teams withdrew from the procurement process, so there are now three P3 teams. He is requesting the board increase the reimbursement amount from $1 million to $1.5 million, which will be paid to the two unsuccessful bidders. He is also requesting the board increase the cancellation reimbursement amount from $500,000 to $1.5 million, which would only be paid to the three teams in the event the procurement is cancelled.

Mr. Peterson does not object to an increase in the cancellation amount but is struggling with the reimbursement amount. He said when contractors bid for a project, it is expected that there will be time and money invested in a proposal with no intention of being reimbursed. Mr. Vanyo said the $3 million budget remains the same for the reimbursement rate. The budget for the cancellation rate will increase, but this would only have to be paid if the procurement is cancelled.

Mr. Weyland left for the remainder of the meeting.

MOTION, passed

Mr. Campbell moved and Mr. Vanyo seconded to increase the Maximum Cancellation Reimbursement Amount and Maximum Reimbursement Amount as set forth in the draft Waiver of Protest and Proposal Preparation Reimbursement Agreement to $1.5 million for the P3 proposers. On roll call vote, the motion carried with Mr. Campbell, Mr. Vanyo, Mr. Mahoney, Mr. Piepkorn, Mr. Strand, Mrs. Scherling, Mr. Hendrickson, Mr. Olson and Mr. Thorstad voting "Yes"; Mr. Peterson voting "No".

Session with Magistrate Judge

Mr. Shockley said a session will be held on April 4th with the Magistrate Judge in Duluth, Minnesota. He asked the board to authorize the chair to make decisions at the session.

MOTION, passed

Mr. Vanyo moved and Mr. Piepkorn seconded to authorize the Chair to make decisions for the Diversion Authority at the April 4, 2017, session in Duluth, Minnesota with the Magistrate Judge in the case of Richland Wilkin JPA vs. U.S. Army Corps of Engineers. On roll call vote, the motion carried unanimously.

11. NEXT MEETING DATE

The next meeting will be held on Thursday, April 27, 2017.

12. ADJOURNMENT

There being no further business, the Chairman declared the meeting adjourned at 4:55 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant

EXECUTION VERSION

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Related to:

THE
FARGO-MOORHEAD AREA DIVERSION PROJECT

BY AND BETWEEN

METRO FLOOD DIVERSION AUTHORITY
as Diversion Authority

and

HOUSTON-MOORE GROUP, LLC
as HMG

Dated as of May 1, 2017

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078-0458

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EXHIBIT A – GENERAL SCOPE OF SERVICES

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made as of May 1, 2017, by and between the Metro Flood Diversion Authority ("Diversion Authority") and Houston-Moore Group, LLC ("HMG") (collectively, the "parties").

WHEREAS, the Diversion Authority and the United States Army Corps of Engineers ("USACE") have completed significant work in readying the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the "Project") for implementation; and

WHEREAS, using a Split Delivery Method, the multiple Project features will be split into those implemented by the Diversion Authority and those implemented by the USACE, with the Diversion Authority delivering the majority of the Diversion Authority's features through a Public-Private Partnership ("P3") delivery method; and

WHEREAS, the portions of the Project that the Diversion Authority will implement through a P3 are collectively referred to as the Diversion Channel and Associated Infrastructure Work Package ("DCAI WP"); and

WHEREAS, the Diversion Authority has selected HMG to provide the Diversion Authority with professional services, subject to the oversight of the Co-Executive Directors, Executive Director, and the Diversion Authority Board; and

WHEREAS, the Diversion Authority desires to enter into a master agreement for professional services with HMG and retain HMG to provide professional services for the Fargo-Moorhead (FM) Area Diversion Project, commencing on March 23, 2017.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. EMPLOYMENT. The Diversion Authority hires HMG, which accepts the hiring with the Diversion Authority pursuant to this Agreement. HMG is an independent contractor under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship between the parties.

2. DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Agreement as defined in this Section, unless a different meaning clearly applies from the context.

   "Agreement" means this Master Agreement for Professional Services by and between the Metro Flood Diversion Authority and Houston-Moore Group, LLC.

   "Best Efforts" means that the parties to this Agreement will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with applicable federal and state laws, regulations, and rules; however, the obligation to use Best Efforts does not mean a duty to take action that would be in violation of applicable federal or state law.

"Cass County Joint Water Resource District" means the Cass County Joint Water Resource District, a political subdivision of the State of North Dakota, its successors and assigns.

"City of Fargo" means the City of Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

"Consultant" means the individual or entity with which the Owner has contracted for performance of the services as set forth in this Agreement.

"Diversion Authority" has the same meaning as Metro Flood Diversion Authority.

"Diversion Authority Board" means the Governing Body of the Metro Flood Diversion Authority.

"Effective Date" means March 23, 2017.

"Executive Director" means the Chief Administrative Officer of the Metro Flood Diversion Authority. The term also includes Co-Executive Director.

"Fargo-Moorhead Metropolitan Area" means Fargo, North Dakota, Moorhead, Minnesota, and surrounding communities; it is further defined by the United States Census Bureau as comprising all of Cass County, North Dakota, and Clay County, Minnesota, which includes the cities of Dilworth, Minnesota, West Fargo, North Dakota, and numerous other towns and developments from which commuters travel daily for work, education, and regular activities.

"Fargo-Moorhead Metropolitan Area Flood Risk Management Project" has the same definition as "Project" in this Agreement and is the name given to the Project by the USACE.

"Good Faith" means observance of reasonable commercial standards of fair dealing in a given trade or business.

"Governing Body" means the body which performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission. For example, the Cass County Commission, the Clay County Commission, the Moorhead City Council and the Fargo City Commission are the Governing Body of each of said entities as the board for the CCJWRD is the Governing Body for that entity.

"Initial Agreement" means the agreement dated as of March 8, 2012, between the Diversion Authority and HMG.

"JPA" or *"Joint Powers Agreement"* means the agreement dated as of June 1, 2016, by and between the Member Entities.

"LJPA" or *"Limited Joint Powers Agreement"* means the agreement dated July 11, 2011, and subsequently amended, which was entered into between the City of Moorhead, the City of Fargo, Clay County, Cass County, the Buffalo-Red River Watershed District and the Cass

County Joint Water Resource District in order to cooperate in the planning and design phase of the Locally Preferred Plan.

"Member Entities" shall mean the City of Moorhead, the City of Fargo, Clay County, Cass County, and Cass County Joint Water Resource District.

"Metro Flood Diversion Authority" means the political subdivision created by the LJPA and continued through and vested with the powers set forth in the JPA.

"Owner" means the individual or entity with which the Consultant has contracted regarding the services set forth herein, and which has agreed to pay Consultant for the performance of the services, pursuant to the terms of this Agreement.

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

"Program Management Consultant" means CH2M HILL Engineers, Inc., its successors and assigns, which provides Program Management Consultant services to the Diversion Authority pursuant to the Master Agreement for Professional Services dated January 13, 2017.

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

3. AUTHORIZATION TO PROCEED. Execution of this Agreement by the Diversion Authority will be authorization for HMG to proceed with the work, unless otherwise provided for in this Agreement.

4. PRIOR AGREEMENTS. Any prior agreements between the Diversion Authority or its Member Entities and HMG shall, upon execution of this Agreement, be terminated and have no further force and effect. Upon execution of this Agreement, the Initial Agreement shall terminate and have no further force and effect. HMG shall send the final invoice pursuant to the Diversion Authority and HMG agreement no later than July 1, 2017. If HMG fails to send the final invoice by such date, the Diversion Authority reserves the right to withhold payment for the services reflected in the final invoice. Any Task Orders executed and completed per the Initial Agreement shall remain subject to the terms and conditions set forth in the Initial Agreement. Except with respect to the Cass County Joint Water Resource District, any Task Orders between the Diversion Authority or its Member Entities and HMG entered into on or after the effective date of this Agreement shall be subject to the terms of this Agreement. Nothing herein shall affect the contract agreement dated August 8, 2013, between HMG and the Cass County Joint Water Resource District and any Task Orders executed or issued under that August 8, 2013, agreement.

5. SCOPE OF SERVICES. Diversion Authority has requested HMG provide professional engineering, survey, project management or related services for the Project generally as set forth in the attached Exhibit A. HMG's detailed scope of services, work schedule, and cost budget will be mutually agreed upon in writing and set forth in Task Orders issued by the Diversion Authority under this Agreement directly or through the Diversion Authority's designated Program Management Consultant. Each Task Order will specifically refer to and incorporate this Agreement by reference, and the provisions of this Agreement shall apply to all Task Orders entered into subsequent to the effective date of this Agreement. In general, HMG's services will include services in support of the Fargo-Moorhead Area Diversion Project as mutually agreed upon between the parties.

6. CHANGES TO SCOPE OF SERVICES. The Diversion Authority may make or approve changes within the general scope of services in this Agreement. If such changes affect HMG's cost of or time required for performance of the services as set out in any applicable Task Order, then an equitable adjustment will be made through an amendment to the applicable Task Order or this Agreement.

7. RESPONSIBILITY FOR ERRORS OR DELAYS FROM INACCURATE DATA. HMG and the Diversion Authority acknowledge that the reliability of HMG's services depends upon the accuracy and completeness of the data supplied to HMG. The Diversion Authority accepts sole responsibility for errors or delays in services resulting from inaccurate or incomplete data supplied to HMG, and the Diversion Authority acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by the Diversion Authority to HMG. HMG must receive promptly the information to deliver the services as well as the Diversion Authority's prompt updates to any information where there has been a material change which may affect the scope or delivery of the services, such as a change in the nature of the Diversion Authority's products or equipment, systems, and/or processes that are the focus of HMG's service(s).

8. TASK ORDERS. HMG shall receive assignments for work under this Agreement through Task Orders authorized and provided by the Diversion Authority directly or through its designated Program Management Consultant. The Diversion Authority shall compensate HMG only for work contained within the Task Orders. HMG shall not be obligated to perform any work or services unless such services are set forth in an executed Task Order. If HMG engages in work beyond the scope of a Task Order, the Diversion Authority shall not compensate HMG for that work, unless agreed to in writing by the Diversion Authority prior to the work being completed. All amendments to Task Orders must be authorized and provided by the Diversion Authority in writing. The time or schedule for performing services or providing deliverables shall be stated in each Task Order. If no times are stated, then HMG will perform services and provide deliverables within a reasonable time. HMG is not responsible for any delays in execution of its services or work due to the absence of an executed Task Order or amendment to a Task Order.

9. PERSONNEL. All persons assigned by HMG to perform services as set forth in Task Orders issued under this Agreement shall be fully qualified to perform the work assigned to them. HMG shall devote such personnel and resources, time, attention and energies to the Diversion Authority's business as are necessary to fulfill the duties and responsibilities

required by the Diversion Authority and agreed to by HMG in any given Task Order. HMG must endeavor to minimize turnover of personnel performing services under this Agreement. If the Diversion Authority is dissatisfied with any of HMG's personnel, the Diversion Authority reserves the right to require removal of those personnel from the Task Order. The Diversion Authority shall provide HMG with a written statement, including reasonable detail, outlining its reasons for desiring removal. Replacement personnel for the removed person shall be fully qualified for the position.

10. PERSONNEL IDENTIFIED FOR PROJECT DELIVERY. HMG agrees and acknowledges that the following specifically identified individuals shall be assigned the following roles for this Agreement (hereinafter "Key Personnel"):

Individual	Position	Labor Category	Billing Rate/Hour
Jeff Volk	Principal-in-Charge	Principal Engineer	$239
Jeff LeDoux	Principal-in-Charge	Principal Engineer	$239
Lee Beauvais	Project Manager	Senior Project Manager	$232
Lyndon Pease	Project Manager	Senior Project Manager	$232
Gregg Thielman	Project Manager	Senior Project Manager	$232
Greg Thompson	H&H Lead	Project Manager	$194
Jeremy McLaughlin	Structural Lead	Senior Project Manager	$232
Jeff Lansink	Transportation Lead	Project Manager	$194
Chris Gross	Lead Design Engineer	Project Manager	$194
Troy Opsahl	Lead Field Survey	Survey Manager	$140
Jim Schlieman	Lead Land Surveyor	Senior Land Surveyor	$178
Kyle Volk	GIS Lead	GIS Manager	$173
Mark Aanenson	Lead Environmental/Permitting	Senior Environmental Scientist	$189

HMG shall use its Best Efforts to assure that Key Personnel are available to provide services to the Project and as points of contact for the Co-Executive Directors and General Counsel of the Diversion Authority. In the event that any of the Key Personnel are not available for the Project, HMG shall notify the Co-Executive Directors of the Diversion Authority within ten (10) days of the Key Personnel's non-availability. HMG shall provide the resumes of the individual(s) it is proposing to replace the non-available Key Personnel and the Diversion Authority will review the resume and may approve the new Key Personnel. The Diversion Authority will act in Good Faith and in a reasonable manner when reviewing and approving new Key Personnel. In the event that the Diversion Authority determines that the new Key Personnel are not acceptable, HMG will propose new Key Personnel.

11. SUBCONTRACTORS. HMG may enter into agreements with subcontractors in furtherance of their services under this Agreement, as approved by the Co-Executive Directors, which approval shall not be unreasonably withheld.

12. TERM. Unless terminated under Section 42, this Agreement shall remain in full force and effect for a period of approximately three (3) years from the date of execution on May 1, 2017, through December 31, 2019. Task Order 1-Scope of Services, attached hereto as

Exhibit A, shall become effective on May 1, 2017, and will expire on _____. This Agreement shall take full force and effect on May 1, 2017, upon approval and execution by the Diversion Authority Board. Pursuant to Section 13 of this Agreement and upon expiration of the initial term of this Agreement, this contract may be renewed by mutual agreement of the parties.

13. EXTENSION OF TERM. This Agreement may be extended by written amendment or renewed as set forth in Section 12 of this Agreement. If this Agreement expires before the completion of a Task Order, the Agreement shall be deemed to have been extended until the completion of services under the applicable Task Order.

14. COMPENSATION. For all services rendered by HMG, the Diversion Authority will pay HMG based on the time spent by those HMG team members working on the Project and the hourly charging rates applicable to those HMG team members, plus subcontracts with non HMG-affiliated companies and Outside Services, plus a service charge of ten percent (10%) on subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. Time will be tracked and billed in half (1/2) hour increments for each HMG team member. HMG's Hourly Rates for services rendered through December 31, 2017, are listed below. Beginning January 1, 2018, the Hourly Rates Schedule may be increased based on mutual agreement, but will not be increased by an amount exceeding three and one-half percent (3.5%) of the 2017 rates, rounded to the nearest dollar. (For example, the 2018 rate of an administrative assistant cannot exceed $84.00 per hour). Beginning January 1, 2019, Hourly Rates and Reimbursable Expenses Schedule may be increased based on mutual agreement, but will not be increased by an amount exceeding three and one-half percent (3.5%) of the 2018 rates, rounded to the nearest dollar. Additionally, HMG's Reimbursable Expenses for services rendered through December 31, 2019, are listed below.

2017 Rates			
Category	Hourly Rate	Category	Hourly Rate
Principal Engineer	$239	GIS Programmer III	$140
Sr Project Manager	$232	GIS Programmer II	$130
Sr Professional Engineer	$216	GIS Programmer I	$125
Project Manager	$194	GIS Technician III	$125
Professional Engineer II	$189	GIS Technician II	$119
Professional Engineer I	$178	GIS Technician I	$113
Project Coordinator	$178	Senior Land Surveyor	$178
Project Engineer	$151	Land Surveyor	$157
Graduate Engineer	$135	Survey Manager	$140
Legislative/Grants/Funding Specialist	$194	Graduate Land Surveyor	$125
Project Manager Assistant	$130	GPS Survey Crew Chief	$178
Sr Environmental Project Manager	$216	Survey Crew Chief II	$135
Sr Environmental Scientist	$189	Survey Crew Chief I	$125
Environmental Scientist	$162	Survey Technician III	$97
Scientist	$143	Survey Technician II	$86
Graduate Scientist	$130	Survey Technician I	$81
Sr Engineering Designer	$156	CADD Manager	$140

Engineering Designer II	$135	CADD Technician III	$125
Engineering Designer I	$130	CADD Technician II	$119
Sr Construction Engineer/Specialist	$176	CADD Technician I	$113
Construction Engineer/Specialist II	$149	Communications Manager	$173
Construction Engineer/Specialist I	$135	Communications Specialist	$135
Graduate Construction Engineer	$127	Senior Planner	$197
Engineering Technician III	$130	Associate Planner	$141
Engineering Technician II	$114	Technical Writer	$97
Engineering Technician I	$100	Administrative Assistant	$81
Technician Intern	$87	Receptionist	$76
Sr GIS Project Manager	$189	Bookkeeper	$97
GIS Manager	$173	Controller	$173
GIS Developer	$151		

2017, 2018, and 2019 Reimbursable Expenses	
Lodging & Meals*	Actual Cost
Per Diem*	$60 per day
Project Mileage	IRS Rates
Motorized Off-road Vehicles	$75 per day
Iron Pins	$1.25 each
Fence Posts	$5.00 each
Project Expenses	Actual Cost
Sub-Consultants	Actual Cost + 10%

*Out-of-town travel expenses

The Diversion Authority will compensate HMG as set forth above and in accordance with each Task Order. Work performed under this Agreement may be performed using labor from affiliated companies of HMG. Such labor will be billed to the Diversion Authority under the same billing terms applicable to HMG's employees.

The compensation is payable following the end of each month upon submission by HMG of a monthly invoice setting forth the services performed in that month on behalf of the Diversion Authority. Invoices shall be sent as required in Section 15 of this Agreement. Invoices are due and payable within thirty (30) days of receipt. If a work order issued under this Agreement contains a not-to-exceed compensation amount, the Diversion Authority will only pay compensation to HMG for fees and/or expenses that are less than or equal to the not-to-exceed amount stated on the work order, unless the work order has been amended pursuant to Section 7 of this Agreement.

A. **Budget**. Budgetary amounts, excluding taxes, will be established for each Task Order executed under the Agreement. HMG will make reasonable efforts to complete the work within the budget and will keep the Diversion Authority informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. HMG is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the Diversion Authority obligated to pay HMG beyond these limits. When any budget has been increased, HMG's costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

B. **Hourly Rates**. Hourly rates are those hourly rates charged for work performed on the Project by HMG's employees of the indicated classifications. These rates include all allowances for salaries, overhead, fees, and all expenses, but do not include allowances for subcontracts or outside services allowed by this Agreement.

15. INVOICING AND PAYMENT.

A. HMG must submit invoices to the Diversion Authority on the fifteenth (15^{th}) day of each month for all services provided and allowed expenses incurred during the preceding month. HMG's Project Manager must personally review each invoice before it is sent to the Diversion Authority to determine its accuracy and fairness, and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be entered into the Aconex system and processed by the Diversion Authority for the following month.

B. HMG must submit each original invoice to:

Metro Flood Diversion Authority
c/o Nathan Boerboom
N.Boerboom@cityoffargo.com

C. HMG's invoices must be detailed and precise. HMG's invoices must clearly indicate fees and expenses incurred for the current billing period month and include at least the following information:

(1) HMG's name and address;
(2) HMG's federal employer identification number;
(3) Unique invoice number;
(4) Billing period;
(5) Description of each activity performed for each day in which services were performed;
(6) Work order number associated with each activity, in accordance with the Task Order Budgetary Breakdown;
(7) Name, billing rate, and hours worked by each person involved in each activity, in accordance with the Task Order Budgetary Breakdown;
(8) Total amount of fees and costs "billed to date," including the preceding month; and
(9) Preferred remittance address, if different from the address on the invoice's coversheet
(10) All of the work performed during that billing period, in accordance with the Task Order Budgetary Breakdown.

D. HMG's invoice must be printed on a printed bill head and signed by the Program Manager or other authorized signatory.

E. If any HMG invoices contain requests for expense reimbursement, HMG must include copies of the corresponding invoices and receipts with that invoice.

F. After the Diversion Authority receives HMG's invoice, the Diversion Authority will either process the invoice for payment or give HMG specific reasons, in writing within fifteen (15) business days, why part or all of the Diversion Authority's payment is being withheld and what actions HMG must take to receive the withheld amount.

G. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Diversion Authority shall pay the undisputed portion. The Diversion Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to HMG.

H. Payment does not imply acceptance of services, that expenses are allowable, or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, HMG must credit any payment in error from any payment that is due or that may become due to HMG under this Agreement.

I. The Diversion Authority will be charged interest at the rate of one-half percent (1/2%) per month, or that permitted by law if lesser, on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will be first credited to interest and then to principal.

J. If the Diversion Authority fails to make payment in full within thirty (30) days of the date due for any undisputed billing, HMG may, after giving seven (7) days' written notice to the Diversion Authority, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, HMG will have no liability to the Diversion Authority for delays or damages caused by the Diversion Authority because of such suspension.

K. Without waiving any rights to recover payment for reimbursable taxes, fees or other costs per the provisions of Paragraph 14 herein, HMG must pay in the first instance all fees, fines, taxes, or other costs of doing business related to the services.

16. RELATIONSHIP BETWEEN PARTIES. HMG is retained by the Diversion Authority only for the purposes and to the extent set forth in this Agreement, and its relationship to the Diversion Authority shall, during the period or periods of services under this Agreement, be that of an independent contractor. HMG shall be free to use such portion of HMG's entire time, energy and skill during the course of this Agreement to meet its contractual obligation to the Diversion Authority. Neither HMG, nor its personnel, shall be considered to be employed by the Diversion Authority or entitled to participate in any plans, arrangements or distributions by the Diversion Authority pertaining to or in connection with any benefits accorded the Diversion Authority's regular employees. The Diversion Authority shall not be financially responsible to HMG except for the payment of compensation specifically set forth in this Agreement, and shall not be responsible for the payment of any cost of living allowances, merit increases, medical insurance, employee's retirement, life or disability coverage, sick leave or holiday pay or vacation pay or any benefit of any kind not specifically set forth in this Agreement. Likewise, the Diversion Authority shall not be responsible for wage or salary withholding to the federal or any state government.

17. REPRESENTATIONS. HMG represents that the following statements are true:

A. HMG has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the Diversion Authority with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

B. The Team Members performing the work hereunder have no interest that would constitute a conflict of interest with the Diversion Authority during the term of the Project. This does not preclude or prohibit other HMG employees or representatives from working with other parties who may participate on the Project and have potential or actual adverse interest to the Diversion Authority.

C. This Agreement does not constitute a conflict of interest or default under any of HMG's other agreements.

D. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect HMG's ability to perform under this Agreement.

E. HMG is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct (the "Laws and Regulations").

F. During the term of this Agreement, HMG must not take any action, or omit to perform any act, that may result in a representation becoming untrue. HMG must immediately notify the Diversion Authority if any representation and warranty becomes untrue.

THE REPRESENTATIONS ABOVE SHALL BE IN LIEU OF ANY IMPLIED OR EXPRESS WARRANTIES AND HMG MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE IN CONNECTION WITH ITS SERVICES.

18. WORKING RELATIONSHIP. HMG's Principal-in-Charge and Project Manager shall be the individuals that will engage with the Diversion Authority Board and the Diversion Authority's Executive Director(s). HMG shall work in close cooperation and coordinate with the Diversion Authority's Program Management Consultant.

19. INDEPENDENT PROFESSIONAL JUDGMENT. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by HMG in accordance with the independent professional judgment of each of its employees. HMG shall perform the services rendered in accordance with accepted principals of its profession. HMG personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations in the locale of the services performed for the Project.

20. STANDARD OF CARE. The standard of care applicable to HMG's services will be the degree of skill and diligence normally employed by professional consultants or consultants performing the same or similar services at the time said services are performed. HMG will re-perform any services not meeting this standard without additional compensation.

21. SUBSURFACE INVESTIGATIONS. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of HMG.

22. HMG'S PERSONNEL AT CONSTRUCTION SITE.

A. The presence or duties of HMG's, or its subcontractor's or subconsultant's, personnel at a construction site, whether as onsite representatives or otherwise, do not make HMG or HMG's personnel, or HMG's subcontractors or subconsultants, in any way responsible for those duties that belong to the Diversion Authority and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

B. HMG and HMG's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except HMG's own personnel.

C. The presence of HMG's personnel at a construction site is for the purpose of providing to the Diversion Authority a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). HMG neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

D. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

E. The presence of HMG's personnel, subcontractors or subconsultants at a construction site whether as on-site representative or otherwise do not make HMG or HMG's personnel, subcontractors or subconsultants liable for any duties belonging to either Diversion Authority or its Contractor except as specifically outlined in a Task Order. HMG shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall HMG have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any

contractor, for the safety precautions and programs incident thereto, for security or safety at any Project Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

F. HMG neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform Work at the Project in accordance with any plans, specifications, drawings, details, or other construction or design documents prepared by HMG for the Project.

G. For each service or design performed or furnished, HMG shall be responsible only for those Construction Phase services that have been itemized and expressly required of HMG in the authorizing Task Order. With the exception of such expressly required services, HMG shall have no design, shop drawing review, or other obligations during construction and Diversion Authority assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. HMG shall not be liable to the Diversion Authority for any Construction Phase engineering or professional services except for those services that are expressly required of HMG in the authorizing Task Order.

23. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES.

A. HMG has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, HMG makes no warranty that the Diversion Authority's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions of Project costs, financial analyses, economic feasibility projections, or schedules for the Project included in HMG's services work or deliverables for the Project.

B. If the Diversion Authority wishes greater assurance as to any element of Project cost, feasibility, or schedule, the Diversion Authority will employ an independent cost estimator, contractor, or other appropriate advisor.

24. CONSTRUCTION PROGRESS PAYMENTS. Recommendations by HMG to the Diversion Authority for periodic construction progress payments to the construction contractor(s) will be based on HMG's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by HMG to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that HMG has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to the Diversion Authority free and clear of liens, claims, security interests, or

encumbrances; or that there are no other matters at issue between the Diversion Authority and the construction contractors that affect the amount that should be paid.

25. RECORD DRAWINGS. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. To the extent that HMG prepares, compiles, and furnishes information to be incorporated into the Record Drawings, HMG will be responsible for damages that are incurred by the Diversion Authority to the extent caused by any negligent errors or omissions by HMG in preparing, compiling, and furnishing such information. HMG is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

26. CONSULTANT'S INSURANCE. HMG shall maintain throughout this Agreement the following insurance:

A. HMG shall purchase and maintain throughout this Agreement such insurance as is required by this Agreement in the categories and amounts set forth below:

(1) Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of HMG's employees;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than HMG's employees;

(4) Claims for damages insured by reasonably available personal injury liability coverage which are sustained:

(a) by any person as a result of an offense directly or indirectly related to the employment of such person by HMG, or
(b) by any other person for any other reason;

(5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

(6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

B. The policies of insurance required by this Section will:

(1) With respect to insurance required by above paragraphs 27(A)(3) through 27(A)(6) inclusive, be written on an occurrence basis, included as additional insureds (subject to any customary exclusion regarding Professional liability and Workers

Compensation) the Diversion Authority, the State of North Dakota, and any other individuals or entities identified, all of whom will be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insureds will provide primary coverage for all claims covered in the General Liability and Automobile Liability Policies;

(a) All insurance policies required under this Agreement, including the Excess or Umbrella Liability policies, must be from insurers rated "A-" or better by the A.M. Best Company, Inc.

(2) Include at least the specific coverages and be written for not less than the limits of liability specified or required by Laws or Regulations, whichever is greater;

(3) Contain a provision or endorsement that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days prior written notice has been given to the Diversion Authority and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by HMG pursuant to this section will so provide);

(4) Remain in effect at least until final payment and at all times thereafter when HMG may be correcting, removing, or replacing defective work;

(5) Include completed operations coverage:

(a) Such insurance will remain in effect for two (2) years after final payment.

(b) HMG will furnish the Diversion Authority and each other additional insured identified, to whom a certificate of insurance has been issued, evidence satisfactory to the Diversion Authority and any such additional insured of continuation of such insurance at final payment and one year thereafter.

(6) Not limit in any way HMG's duties to defend, indemnify, and hold harmless the Diversion Authority and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives in accordance with Section 39;

(7) Either in the policies or in endorsements, contain a "waiver of subrogation" (except for in the Professional Liability Policy and Workers Compensation policy) that waives any right to recovery any of HMG's insurance companies might have against the Diversion Authority or the State of North Dakota.

(8) Either in the policies or in endorsements, contain a provision that HMG's insolvency or bankruptcy will not release the insurers from payment under the policies, even when HMG's insolvency or bankruptcy prevents HMG from meeting the retention limits under the policies;

(9) Either in the policies or in endorsements, contain cross liability/severability of interests, to ensure that all additional parties are covered as if they were all separately covered (with the exception of Workers Compensation and Professional liability policies);

(10) Either in the policies or in endorsements, contain a provision that the legal defense provided to the Diversion Authority and the State of North Dakota must be free of any conflict of interest, even if retention of separate legal counsel is necessary;

(11) Either in the policies or in endorsements, contain a provision that any attorney who represents the State of North Dakota must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C § 54-12-08;

(12) Either in the policies or in endorsements, contain a provision that HMG's policies will be primary and noncontributory regarding any other insurance maintained by or available to the Diversion Authority or the State of North Dakota, and that any insurance maintained by those parties will be in excess of HMG's insurance and will not contribute with it (except for Worker's Compensation and Professional Liability Policies).

C. The limits of liability for the insurance required by this Section will provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

(1) Worker's Compensation, and related coverages under Paragraphs 27(A)(1) and 27(A)(2):

(a) State:	Statutory;
(b) Applicable Federal (e.g. Longshoreman's):	Statutory;
(c) Employer's Liability:	$1,000,000.

(2) HMG's General Liability under Paragraphs 27(A)(3) through 27(A)(6) which will include premises or operations coverage, completed operations and product liability coverages, and will eliminate the exclusion with respect to property under the care, custody, and control of HMG:

(a) General Aggregate:	$10,000,000
(b) Products- Completed Operations Aggregate:	$2,000,000
(c) Personal and Advertising Injury:	$2,000,000
(d) Each Occurrence (Bodily Injury and Property Damage):	$2,000,000

(e) Property damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

(f) Excess or Umbrella liability:

i. General Aggregate:	$10,000,000
ii. Each Occurrence:	$10,000,000

(3) Automobile Liability under Paragraph 27(A)(6) (which will include coverage for any auto, including owned, non-owned, and hired):

(a) Bodily injury:	
i. Each person:	$2,000,000
ii. Each accident:	$2,000,000
(b) Property Damage:	
i. Each accident:	$2,000,000
OR	
(c) Combined Single	
i. Limit of:	$2,000,000

(4) Professional Liability coverage will provide coverage for not less than the following amounts:

(a) Each claim made:	$3,000,000
(b) Annual Aggregate:	$3,000,000

(5) The following will be included as additional insured on all of HMG's general liability and automobile insurance policies required under this Agreement:

(a) Cass County Joint Water Resource District;
(b) Diversion Authority; and
(c) State of North Dakota.

(6) If HMG is domiciled outside of the State of North Dakota, HMG will purchase and maintain employer's liability or "stop gap" insurance of not less than $1,000,000 as an endorsement on HMG's Workers' Compensation and General Liability Policies.

D. HMG will ensure that any of its subcontractors or subconsultants secure and maintain insurance policies and endorsements required of HMG and the Diversion Authority in limits no less than those specified and required to be passed down to subcontractors in Paragraph 8 of the Diversion Authority's contract with the North Dakota State Water Commission.

E. If any required policy is written on a "claims made" form, HMG must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three (3) years beyond the termination or expiration of this Agreement and the Diversion Authority's acceptance of all services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that services commence under this Agreement.

F. Before HMG begins performing services, HMG must send the Diversion Authority certificates of insurance and any applicable endorsements attesting to the existence of coverage. HMG will not allow its polices to be cancelled, lapse, and/or terminate or be amended to reduce coverage below the minimums called for in this Agreement without thirty (30) days' notice to the Diversion Authority. The certificates of insurance issued to confirm HMG's compliance must reference this Agreement.

G. If required insurance lapses during the term of this Agreement, the Diversion Authority is not required to process invoices after such lapse until HMG provides evidence of reinstatement that is effective as of the lapse date.

H. The Diversion Authority shall have no specific responsibility to provide any general liability coverage or worker's compensation coverage for the benefit of HMG's employees during the terms of this Agreement.

27. THIRD PARTY DESIGNERS. The Diversion Authority and HMG acknowledge and agree that some of the design services for the Project will be separately engaged by the Diversion Authority through retention of separate design professionals or provided by the USACE. Notwithstanding any provision to the contrary, HMG shall have no responsibility for the accuracy or sufficiency of documentation prepared by those design professionals. HMG will notify the Diversion Authority of errors, discrepancies and inconsistencies it may discover in such documents. If such errors, discrepancies or inconsistencies cause an increase in cost or the time for performance, HMG shall be entitled to an equitable adjustment. In the event HMG performs constructability reviews, value engineering or any other reviews or tasks involving the design for the work contemplated by the Project, it is understood that such reviews will not render HMG liable in any manner for the duties of the Diversion Authority's separately-retained design professionals or the USACE.

28. OPEN RECORDS. HMG will cooperate with the Diversion Authority in responding to any request for documents by any third party to the extent such documents may be required to be disclosed under Chapter 44-04 of North Dakota Century Code regarding open records laws.

29. DATA FURNISHED BY THE DIVERSION AUTHORITY. The Diversion Authority will provide to HMG all data in the Diversion Authority's possession relating to HMG's services on the Project. HMG may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Diversion Authority.

30. ACCESS TO FACILITIES AND PROPERTY. The Diversion Authority will make its facilities accessible to HMG as required for HMG's performance of its services and will provide labor and safety equipment as required by HMG for such access. The Diversion Authority will perform, at no cost to HMG, such tests of equipment, machinery, pipelines, and other components of the Diversion Authority's facilities as may be required in connection with HMG's services.

31. ADVERTISEMENTS, PERMITS, AND ACCESS. Unless otherwise agreed to in the Scope of Services of a Task Order, the Diversion Authority will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for HMG's services or Project construction.

32. TIMELY REVIEW. The Diversion Authority will examine HMG's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other

consultants as the Diversion Authority deems appropriate; and render in writing decisions required by the Diversion Authority in a timely manner.

33. PROMPT NOTICE. The Diversion Authority will give prompt written notice to HMG whenever the Diversion Authority observes or becomes aware of any development that affects the scope or timing of HMG's services, or of any suspected or actual defect in the work of HMG or their third party designers or construction contractors.

34. ASBESTOS OR HAZARDOUS SUBSTANCES. If asbestos or hazardous substances in any form are encountered or suspected, HMG will stop its own work in the affected portions of the Project to permit testing and evaluation. If asbestos is suspected, HMG will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, HMG will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. Client recognizes that HMG assumes no risk and/or liability for a waste or hazardous waste site originated by other than HMG. Under no circumstances shall HMG be considered to be a generator, storer or transporter of hazardous substances or materials with regard to services provided under this Agreement or the Initial Agreement.

35. CONTRACTOR INDEMNIFICATION AND CLAIMS.

A. The Diversion Authority agrees to include in all construction contracts the provisions of Section 23, HMG's Personnel at Construction Site, and provisions providing contractor indemnification of the Diversion Authority and HMG for contractor's negligence.

B. The Diversion Authority shall require construction contractor(s) to name the Diversion Authority, the State of North Dakota, HMG, and its subcontractors as additional insureds on the contractor's general liability insurance policy.

C. The Diversion Authority agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers: "Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against HMG, HMG's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the consulting services performed. The Diversion Authority will be the only beneficiary of any undertaking by HMG."

36. OWNER'S INSURANCE.

A. The Diversion Authority will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.

B. The Diversion Authority will provide for a waiver of subrogation as to all Owner-carried property damage insurance, during construction and thereafter, in favor of HMG, HMG's officers, employees, affiliates, and subcontractors.

C. The Diversion Authority is not responsible for the payment of deductibles owed under HMG's insurance policies.

D. The Diversion Authority will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all Project work including the value of all onsite Owner-furnished equipment and/or materials associated with HMG's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to HMG and the construction contractor(s) (or the Diversion Authority), and their respective officers, employees, agents, affiliates, and subcontractors. The Diversion Authority will provide HMG a copy of such policy.

E. The Diversion Authority reserves the right to enter into a program-wide insurance plan at its expense. HMG agrees to participate in such a program if named as an insured party and if commercially reasonable terms are available.

37. LITIGATION ASSISTANCE. Services required or requested of HMG by the Diversion Authority to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Diversion Authority, except for suits or claims between the parties to this Agreement, will be defined in an authorized Task Order and reimbursed as mutually agreed.

38. INDEMNIFICATION. HMG will defend, indemnify, and hold harmless the Diversion Authority and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, architects, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by any negligent act or omission of HMG, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, and including all costs, expenses, and fees incurred by the Diversion Authority or the State of North Dakota in establishing and litigating the existence, scope, or any other matters relating to HMG's obligations to defend, indemnify, and hold harmless. HMG's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. HMG's duties to defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in the Contract Documents, and anything in excess of any of HMG's insurance policy limits. HMG's obligations to defend, indemnify, and hold harmless will continue for a period of not less than six (6) years following completion of the Project or any termination or expiration of the Contract Documents.

The indemnified party shall provide notice to HMG after obtaining knowledge of any claim that it may have pursuant to this Section 39. In the event the indemnified party pursues a claim pursuant to this Section, the indemnified party will also provide relevant information and assistance to HMG.

39. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of HMG and HMG's officers, directors, members, partners, agents, guarantors, Consultants, subconsultants, subcontractors, and employees, to Diversion Authority, its members and the State of North Dakota, and anyone else claiming by, through, or resulting from, or in any way related to the Project or Task Order, from any negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of HMG or HMG's officers, directors, members, partners, agents, consultants, subconsultants, subcontractors or employees shall not exceed the total amount, individually, collectively or in the aggregate shall not exceed the amount of twenty million dollars ($20,000,000). This article takes precedence over any conflicting article of this Agreement or any document incorporated into it or referenced by it. This limitation of liability will apply whether HMG's liability arises under breach of contract or warranty; tort, including negligence, strict liability, statutory liability, or any other cause of action, and shall include HMG's officers, affiliated corporations, employees, and subcontractors. Diversion Authority further agrees that its sole and exclusive remedy, and any claim, demand or suit arising from or related to the services under this Agreement shall be directed and/or asserted only against HMG and not against any of HMG individual employees, officers, shareholders, affiliated firms or directors. Diversion Authority knowingly waives all such claims against HMG's individual employees, officers, shareholders, directors in their individual capacity or any affiliated companies to HMG.

40. BREACH AND REMEDIES.

A. A breach exists under this Agreement if either party:

(1) Makes a material misrepresentation in writing; or

(2) Fails or is unable to meet or perform any material promise in this Agreement, and
   (a) Is incapable of curing the failure, or
   (b) Does not cure the failure within twenty (20) days following notice (or within a longer period if specified in the notice).

B. HMG must give the Diversion Authority notice immediately if HMG breaches, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a breach under this Agreement.

C. The parties will use their Best Efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

D. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

41. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, for cause if either party fails substantially to perform through no fault of the other and does not commence

correction of such nonperformance within twenty (20) days of written notice and diligently complete the correction thereafter.

B. The Diversion Authority may terminate this Agreement, in whole or in part, or modify or limit HMG's services, and proportionately, HMG's compensation, if:

(1) The Diversion Authority determines that having HMG provide services has become infeasible due to changes in applicable laws or regulations, or

(2) Expected or actual funding to compensate HMG is withdrawn, reduced, or limited.

C. Either party may terminate this Agreement, in whole or in part, for any or no reason upon thirty (30) days' written notice.

D. On termination, HMG will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

E. In the event a federal or state tax or employment agency concludes that an independent contractor relationship does not exist, either HMG or the Diversion Authority may terminate this Agreement immediately upon written notice.

F. Upon receipt of any termination notice from the Diversion Authority related to any specific Task Order, HMG must promptly discontinue all affected services under the Task Order unless the parties mutually agree otherwise.

G. Upon the end date of the Agreement, which is the date when this Agreement as a whole, along with any pending Task Orders, expires or are terminated pursuant to their terms:

(1) The Diversion Authority will be released from compensating HMG for services other than those HMG satisfactorily performed prior to the end date.

(2) HMG must submit HMG's final invoice for payment within sixty (60) days of the end date. The Diversion Authority will not pay any HMG invoice received after this period.

(3) HMG will be released from performing services, except for services in any non-terminated portion of the Agreement.

H. All rights and duties with respect to services performed prior to the expiration or termination of this Agreement, and continuing obligations specified in this Agreement to be performed following expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

I. In the event of termination, expiration, or removal/withdrawal, HMG must terminate its services as soon as it is reasonably possible to do so without (1) prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf) or (2) violation of HMG's statutory or ethical duties.

HMG must notify the Diversion Authority of any further services, prior to withdrawal or substitution, which HMG believes are necessary to avoid prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf), and obtain the Diversion Authority's consent prior to performing such services.

42. ADDITIONAL PAYMENT. Nothing contained in this Agreement shall obligate the Diversion Authority to make any payment for services rendered in any period after the termination of HMG's retention by the Diversion Authority.

43. SUSPENSION, DELAY, OR INTERRUPTION OF WORK. The Diversion Authority may suspend, delay, or interrupt the Services of HMG for the convenience of the Diversion Authority. In such event, HMG's contract price and schedule shall be equitably adjusted.

44. NOTICE. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (1) delivered personally, or (2) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to HMG:	Attn: Jeffry J. Volk Houston-Moore Group 925 10th Ave. E West Fargo, ND 58078
If to Diversion Authority:	Attn: Chair Metro Flood Diversion Authority P.O. Box 2806 Fargo, ND 58108-2806

Each such mailed notice or communication will be deemed to have been given on the date that is three days after the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

45. PROHIBITION AGAINST ASSIGNMENT. This is a bilateral personal services Agreement. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

46. NO THIRD PARTY BENEFICIARIES. This Agreement gives no rights or benefits to anyone other than the Diversion Authority and HMG and has no third-party beneficiaries.

47. CONSEQUENTIAL DAMAGES. To the maximum extent permitted by law, HMG and HMG's affiliated corporations, officers, employees, and subcontractors shall not be liable for the Diversion Authority's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or

statutory liability, or any other cause of action. In order to protect HMG against indirect liability or third-party proceedings, the Diversion Authority will indemnify HMG for any such damages.

48. MATERIALS AND SAMPLES. Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site within sixty (60) days of Project close-out unless agreed to otherwise. The Diversion Authority recognizes and agrees that HMG is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

49. CONSULTANT'S DELIVERABLES. A party may rely on data or information that the party receives from the other party by hard copy or electronic media. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents. HMG's deliverables are for the Diversion Authority or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

50. ACCESS TO HMG'S ACCOUNTING RECORDS AND AUDIT RIGHTS.

A. HMG must allow the Diversion Authority and its designees to review and audit HMG's financial documents and records relating to this Agreement. HMG will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to the Diversion Authority for a period of one (1) year after HMG's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The Diversion Authority may only audit accounting records applicable to a cost-reimbursable type compensation. Upon finalization of the audit, the Diversion Authority will submit to HMG a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to HMG at the completion of an audit.

B. Within one hundred eighty (180) days after the date of the Notice of Audit Results, HMG will respond, in writing, to the Diversion Authority indicating (a) whether it concurs with the audit report, (b) clearly explaining the nature and basis for any disagreement as to a disallowed item of expense, and (c) providing a written explanation as to any questioned or no opinion expressed item of expense ("Response"). The Response will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, HMG may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the Diversion Authority. The Response will refer to and apply the language of this Agreement. HMG agrees that failure to submit a Response within the one hundred eighty (180) day period constitutes agreement with any disallowance of an item or expense and authorizes the Diversion Authority to finally disallow any items of questioned or no opinion expressed cost.

C. The Diversion Authority will make its decision with regard to any Notice of Audit Results and Response within one hundred twenty (120) days after the date of the Notice of Audit Results. If it is determined by a court of competent jurisdiction or by mutual agreement that an overpayment has been made to HMG, HMG will repay the amount to the Diversion Authority or reach an agreement with the Diversion Authority on a repayment schedule within thirty (30) days after the date of an invoice from the Diversion Authority. If HMG fails to repay the overpayment or reach an agreement with the Diversion Authority on a repayment schedule within the thirty (30) day period, HMG agrees that the Diversion Authority will deduct all or a portion of the overpayment from any funds then or thereafter payable by the Diversion Authority to HMG for this project. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be the interest rate on judgments in North Dakota as calculated by the state court administrator pursuant to N.D.C.C. § 28-20-34. The rate of interest will be reviewed annually by the Diversion Authority and adjusted as necessary. HMG expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit to contest the Diversion Authority's decision.

51. OWNERSHIP. Ownership of work product and inventions created by HMG shall be as follows:

A. **Pre-Existing Consultant Materials**. The Diversion Authority acknowledges and agrees that in the performance of the services, HMG will utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that developed or licensed from third parties prior to the effective date of this Agreement (the "Pre-Existing Consultant Materials") and that HMG shall retain all right, title and interest, including intellectual property rights in the Pre-existing Consultant Materials. Subject to the terms and conditions of this Agreement, HMG hereby grants to the Diversion Authority a non-exclusive, non-transferable, royalty-free license, fully assignable to the Diversion Authority's member entities, to utilize the Pre-Existing Consultant Materials for the purpose of the Diversion Authority's Project.

B. **Derivative Consultant Materials**. The Diversion Authority acknowledges and agrees that in the performance of the services, Consultant will utilize and develop customization, enhancements, improvements, modifications and adaptations of and to the Pre-Existing Consultant Materials (the "Derivative Consultant Materials"). HMG shall retain all right, title and interest, including intellectual property rights in the Derivative Consultant Materials. Subject to the terms and conditions of this Agreement, HMG hereby grants to the Diversion Authority a non-exclusive, non-transferable, royalty-free license, fully assignable to the Diversion Authority's member entities, to utilize the Derivative Consultant Materials.

C. **New Consultant Materials**. The Diversion Authority acknowledges and agrees that in the performance of the services, HMG may utilize and develop new software, hardware

and other technology or processes that do not utilize or incorporate, or are not based upon, the Pre-Existing Consultant Materials ("New Consultant Materials"). Between the parties, subject to the license grant-back set forth below, the Diversion Authority will retain all right, title and interest, including without limitation intellectual property rights, in and to the New Consultant Materials. The Diversion Authority shall have the full ownership of such New Consultant Materials without any limitation or restriction.

D. **License Grant Back**. Subject to the terms and conditions of the Agreement, the Diversion Authority hereby grants to HMG a non-exclusive, transferable, royalty-free license to utilize the concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software and hardware architecture, and other background technologies that are newly developed by HMG under the Agreement and assigned to the Diversion Authority under this Agreement, to make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, import, and otherwise disposed of any products, technologies, and services and for any purposes without restriction.

E. **License Restrictions**. Except as otherwise permitted above, the Diversion Authority and its member entities shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Consultant Materials; (ii) use the Pre-Existing Consultant Materials for any other purpose, other than the Diversion Authority's Project; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is based upon the Pre-Existing Consultant Materials; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Consultant Materials by itself or as incorporated in the services; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Consultant Materials. Any additional use of the Pre-Existing Consultant Materials shall require a separate written license agreement.

F. **Miscellaneous**. Nothing contained in this Agreement shall be construed as conferring to the Diversion Authority or any third party any license or right by implication, estoppel or otherwise to any intellectual property rights of HMG, other than the rights expressly granted under this Agreement. The Diversion Authority and its Member Entities may use said work products for the specific purpose for which the work product was intended. Any other use or reuse, without written verification or adaptation by HMG will be at the user's sole risk.

G. **Diversion Authority Material**. As between the parties, the Diversion Authority is the exclusive owner of all material HMG collects from the Diversion Authority in connection with the services under this Agreement, including copyrights. Within thirty (30) days of the end date of the Agreement, or upon the Diversion Authority's notice at any time, HMG must give all materials collected to the Diversion Authority (or to another party at the Diversion Authority's direction). Unless the Diversion Authority specifies otherwise, all files must be saved in Microsoft Word and Excel formats, as applicable. HMG must maintain HMG's records relating to services under this Agreement and HMG's invoices, and all other materials, in an accessible location and condition for a period of not less than one (1) year after the later of:

(1) The date when HMG receives final payment under this Agreement; or

(2) The date when the Diversion Authority resolves with HMG the findings of any final audit.

HMG may retain copies of any original documents HMG provides to the Diversion Authority and a copy of any material collected from the Diversion Authority in HMG's confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

52. REUSE OF PROJECT DOCUMENTS. Services and deliverables are for the exclusive use of the Diversion Authority and are not to be relied upon by third parties. All reports, drawings, specifications, documents, and other deliverables of HMG, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Upon full payment for services due under this Agreement, HMG agrees to grant to the Diversion Authority an irrevocable license to the Instruments of Service, the Diversion Authority agrees to indemnify HMG and HMG's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the Diversion Authority's related entities' unauthorized reuse, change or alteration of these Project documents. Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses.

53. CONFIDENTIAL INFORMATION AND PUBLICITY.

A. HMG agrees to hold in confidence the following confidential information:

(1) All information that the Diversion Authority discloses to HMG; and
(2) All information to which HMG gains access while providing services under this Agreement.

B. Confidential information does not include any information that HMG can demonstrate has been made available to the public (other than through a breach of this Agreement). As between HMG and the Diversion Authority, the Diversion Authority owns the confidential information, and the Diversion Authority authorizes HMG to use it only for purposes of performing this Agreement. HMG may also disclose the Diversion Authority's confidential information to the extent necessary to comply with law, provided HMG gives the Diversion Authority prior written notice. Upon the end date of this Agreement, HMG must destroy or return all confidential information to the Diversion Authority, at the Diversion Authority's discretion, and certify to the Diversion Authority, in writing, that it has done so; provided, however, such destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such confidential information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such confidential information. Notwithstanding the foregoing, HMG may retain one archival copy of the

confidential information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

C. HMG must not make any public announcement, press release, or other writing relating to the services under this Agreement without the Diversion Authority's prior written approval.

D. HMG understands a breach under this section may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive relief and other equitable relief are remedies available to the Diversion Authority.

54. MODIFICATION. This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment approved by the Diversion Authority and executed by HMG and the Chair of the Diversion Authority on behalf of the Diversion Authority. The following attachment is hereby made a part of this Agreement: (1) Exhibit A – General Scope of Services. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; however, such modification shall be reduced to writing, signed by the parties and the document appended to and made a part of this Agreement.

55. FORCE MAJEURE. HMG is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of HMG. In any such event, HMG's contract price and schedule shall be equitably adjusted.

56. WAIVER. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

The Diversion Authority waives all claims against HMG, including those for latent defects, which are not brought within six (6) years of substantial completion of the facility designed or final payment to HMG, whichever is earlier.

57. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Diversion Authority, its successors and assigns, and any such successor shall be deemed substituted for the Diversion Authority under the terms of this Agreement. This Agreement shall likewise be binding upon HMG, its successors and assigns. As used in this Agreement, the term "successor" shall include any person, firm, corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all of the assets or business of the corporation.

58. NEGOTIATED AGREEMENT. This Agreement has been arrived at through negotiation between the parties.

59. INTEGRATED SERVICES. Notwithstanding anything in the Agreement to the contrary, the parties recognize and support the integrated nature of the Project team in the performance and delivery of professional services by HMG. This Agreement, and particularly the contractual risk allocation and liability provisions, shall be interpreted and

applied, and the professional accountability determined in such a manner that the integrated nature, shared control of the service performance, and joint decision making roles of the parties and HMG's role as agent for the Diversion Authority shall be given due and full consideration. Further, the Parties agree to re-visit this Agreement, if necessary, to better reflect the Parties' changing roles on the Project, and any changes in HMG's role as the Project proceeds.

60. SEVERABILITY AND SURVIVAL. If any court of competent jurisdiction declares, for any reason, any provision or part of this Agreement to be invalid, illegal, or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

61. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE PARTIES FOR PROJECT PROPERTY ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES.

62. DISPUTE RESOLUTION. The Diversion Authority and HMG shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for non-mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of non-binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through non-binding mediation pursuant to this Section, then the method of binding dispute resolution shall be via formal claims filed in a court of competent jurisdiction.

63. CONTROLLING LAW AND VENUE. This Agreement, its interpretation and performance, and any other claims related to it shall be controlled by the laws of the state where the services or work was provided, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in a court of competent jurisdiction within the state where the services or work were provided.

This Agreement is executed the day and year above noted.

DIVERSION AUTHORITY:

Metro Flood Diversion Authority

By: _____
Timothy J. Mahoney, Chair
Diversion Authority Board

By: _____
Michael J. Redlinger, Co-Executive Director
Metro Flood Diversion Authority

(Additional signature contained on the following page.)

HMG:

Houston-Moore Group, LLC

By: _____
Jeffry J. Volk, President

Fargo-Moorhead Diversion Authority
Houston-Moore Group's Role*

Exhibit A – General Scope of Services

1. General
   a. Project Management (Current TO 1)
   b. H & H Support (Current TO 9)
   c. CLOMR Assistance
   d. Other In-Town Levee Design/Construction Administration (Current TOs 13 and 17)

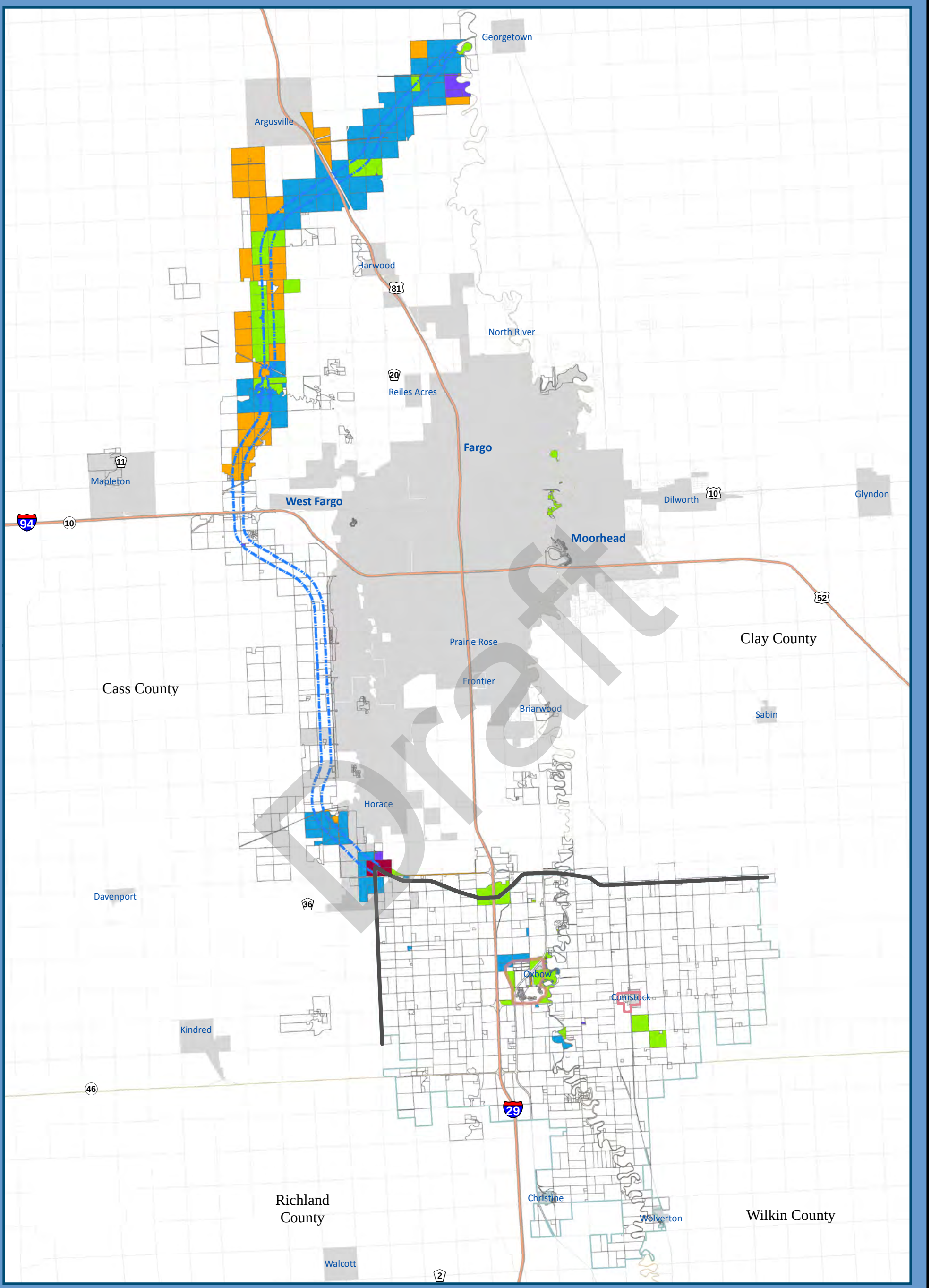
2. PPP Related Tasks
   a. Design related to Bridging Documents
   b. Permitting
   c. Environmental Review, Documentation, and Processing
   d. Adaptive Management Planning and Monitoring
   e. Recreation Design
   f. Review of Proposers Concepts During Solicitation/Selection Process
   g. Land Acquisition in PPP reaches
   h. Field Services/RPR for PPP (Bridge/Roadway and Local Drainage Features)

3. Upstream Area LERRDs Design/Construction Administration
   a. Design of Local, State, Federal bridge and highway improvements including I-29, Cass Hwy 81, US Highway 75, Clay County SAHs 7 and 61, and other potential local roadways
   b. Resident Project Representative tasks associated with construction of upstream LERRDs
   c. Designer of Record tasks associated with construction of upstream LERRDS

4. Upstream Area non-LERRDs Design/Construction Administration
   a. Comstock Infrastructure Improvements
   b. Christine and Wolverton Infrastructure Improvements (if needed)
   c. Local Drainage/Connecting Channel Design
   d. Resident Project Representative tasks associated with construction of above items
   e. Designer of Record tasks associated with construction of above items

5. Upstream Area General
   a. Technical Review of USACE-led Design Segments
   b. Permitting
   c. Environmental Review, Documentation, and Processing
   d. Adaptive Management Planning and Monitoring
   e. Design Support for USACE-led Design Segments (if needed)
   f. Utility Relocation Services in Staging Area
   g. Land Surveying Associated with HMG designed projects
   h. Land Surveying Associated with Staging Area Easement/Buyout Acquisition
   i. Staging Area Mitigation/Demolition Design, including any ring levees and structure mitigation work.
   j. Land Acquisition in Staging Area

* HMG will coordinate and cooperate in Good Faith with the Authority's Project Management Consultant.



Draft

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.
Date: 4/19/2017 | Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet

STATUS

- Impacted Parcel (1,591)
- Appraisal Pending (71)
- In Negotiation (124)
- Purchase Agreement Signed (15)
- Acquired; Easement Secured (147)
- Condemnation for Acquisition (5)

0 1.75 3.5 Miles

Property Acquisition Status Report

4/19/2017

FM AREA DIVERSION PROJECT

AE2S
Advanced Engineering and Environmental Services, Inc.

C:\Data\Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\!Project Wide\Overall LA Maps\PropertyStatusReport_OverallStatus11x17.mxd | Edited by: cwickenheiser

FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase (Fund 790)
As of 3/31/2017

		2011	2012	2013	2014	2015	2016	2017	Cumulative Totals
Revenues									
City of Fargo		443,138	7,652,681	7,072,961	19,373,131	28,310,373	35,212,877	8,255,145	106,320,307
Cass County		443,138	7,652,681	7,072,961	19,373,131	28,310,373	111,715,540	3,921,308	178,489,132
State Water Commission				3,782,215	602,918	31,056,740	101,436,302	4,473,588	141,351,763
Other Agencies		98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	706,805
Reimbursements							33,880	-	33,880
Lease/Rental Payments				17,358	154,180	180,341	260,806	4,500	617,185
Asset Sales					616,774	315,892	175,190	-	1,107,856
Miscellaneous				226	626	427		98,879	100,158
Total Revenues		**984,751**	**17,005,957**	**19,517,490**	**44,425,900**	**94,465,340**	**235,574,227**	**16,753,420**	**428,727,085**
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	213,352	1,726,389
	7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,719,505	716,007	25,951,099
	7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	8,464,392	2,717,612	31,860,462
	7925 WIK - Recreation		163,223						163,223
	7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	46,717,049	11,099,881	137,434,185
	7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566		2,176,989
	7940 WIK Mitigation - North Dakota				587,180				587,180
	7941 WIK Mitigation - Minnesota								-
	7950 Construction - North Dakota				1,738,638	19,269,055	42,263,916	1,284,111	64,555,720
	7951 Construction - Minnesota								-
	7952 Construction - O/H/B				11,282,504	5,044,001	776,720	32,584	17,135,809
	7955 Construction Management				556,209	2,867,422	5,182,366	668,484	9,274,481
	7980 Operations & Maintenance							6,403	
	7990 Project Financing		50,000	70,000	216,376	566,600	5,435,289	2,568,700	8,906,965
	7995 Project Eligible - Off Formula Costs						-		-
	7999 Non Federal Participating Costs	116					-		116
Total Expenditures		**984,750**	**17,005,957**	**11,990,261**	**45,324,414**	**95,896,147**	**161,199,358**	**20,537,134**	**352,938,021**

FM Metropolitan Area Flood Risk Management Project
Statement of Net Position
March 31, 2017

		Amount
Assets		
Cash	$	74,314,798
Receivables		
State Water Commission *		2,280,755
Proceeds from Oxbow Lot Sales		2,383,317
Total assets		**78,978,870**
Liabilities		
Vouchers payable		603,816
Retainage payable		2,585,991
Total liabilities		**3,189,807**
NET POSITION	**$**	**75,789,063**

***** Receivable balance is as of 2.28.2017

FM Metropolitan Area Flood Risk Management Project
FY 2017 Summary Budget Report (In Thousands)
As of 31 March 2017

	FY 2017 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	-	2,163	8,255			
Cass County	-	1,689	3,921			
State of ND - 50 % Match	-	465	1,990			
State of ND - 100% Match	-	-	2,483			
State of Minnesota	-	-	-			
Other Agencies	-	-	-			
Financing Proceeds	-	-	-			
Reimbursements	-	-	-			
Sales of Assets	-	-	-			
Property Income	-	-	-			
Miscellaneous	-	99	103			
Total Revenue Sources	**241,311**	**4,416**	**16,753**	**-**	**-**	**224,558**
Funds Appropriated						
Diversion Channel & Assoc. Infrastructure	16,576	1,912	2,503	15%	12,649	1,425
Southern Embankment & Assoc. Infrastructure	100	1,230	1,230	1230%	55	(1,185)
Other Mitigation Projects	24,246	53	60	0%	833	23,353
In-Town Flood Protection	46,176	804	2,611	6%	6,915	36,650
Enabling Work / Other	9,811	-	-	0%	-	9,811
Land Acquisition & Mitigation	107,420	6,551	9,566	9%	21,464	76,389
Engineering & Design Fees	10,694	300	679	6%	3,566	6,449
Program Management	17,247	1,953	3,882	23%	11,034	2,331
Contingency	805		-	0%	-	805
Debt Service	8,137	-	-	0%	-	8,137
Maintenance	100	6	6	6%	-	94
Total Appropriations	**241,311**	**12,810**	**20,537**	**9%**	**56,515**	**164,259**

Summary Of Expenses
EXP-2017-03

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-0000-206.10-00	3/1/2017	276027	INDUSTRIAL BUILDERS INC	$326,381.05		V02812	2ND ST NORTH FLOODWALL
	4/5/2017	276916	LANDWEHR CONSTRUCTIO	$116,965.17		V02813	PARK EAST DEMOLITION
			Retainage	**$443,346.22**			
790-7905-429.33-42	3/29/2017	JB031700	ARMY CORP OF ENGINEERS	$1,230,000.00		V01102	LOCAL SHARE-CONSTRUCTION
			Other Services / Army Corp of Engineers	**$1,230,000.00**			
790-7910-429.33-20	3/29/2017	JB011700	City of Fargo	($530.00)		V00102	General & Admin. WIK
	3/30/2017	JB031700	City of Fargo	$14,169.78		V00102	General & Admin. WIK
			Other Services / Accounting Services	**$13,639.78**			
790-7910-429.33-25	3/1/2017	275997	ERIK R JOHNSON & ASSOCI	$2,746.80		V00102	General & Admin. WIK
	3/8/2017	276255	Turman & Lang	$6,316.00		V02407	OXBOW MOU-LEGAL SERVICES
	3/29/2017	276715	ERIK R JOHNSON & ASSOCI	$1,918.40		V00102	General & Admin. WIK
	4/5/2017	276948	OHNSTAD TWICHELL PC	$512.12		V02407	OXBOW MOU-LEGAL SERVICES
	4/5/2017	276948	Turman & Lang	$5,033.10		V02407	OXBOW MOU-LEGAL SERVICES
			Other Services / Legal Services	**$16,526.42**			
790-7910-429.38-68	3/6/2017	605	FREDRIKSON & BYRON, PA	$3,500.00		V00102	General & Admin. WIK
	4/3/2017	609	FREDRIKSON & BYRON, PA	$3,500.00		V00102	General & Admin. WIK
			Other Services / Lobbyist	**$7,000.00**			
790-7910-429.52-30	3/1/2017	276113	WARNER & CO	$5,174.00		V00102	General & Admin. WIK
			Insurance / General Liability	**$5,174.00**			
790-7910-429.80-86	4/7/2017	JF201703	City of Fargo	$117,118.04		V00102	General & Admin. WIK
				$117,118.04			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7915-429.33-05	3/1/2017	276109	URS CORPORATION	$9,950.02		V01003	CULTURAL RESOURCES INVEST
	3/8/2017	276208	HOUSTON-MOORE GROUP L	$55,686.97		V01613	LEVEE DESIGN & SUPPORT
	3/29/2017	276735	HOUSTON-MOORE GROUP L	$10,582.85		V01620	
	3/29/2017	276735	HOUSTON-MOORE GROUP L	$6,487.00		V01609	HYDROLOGY/HYDRAULIC MODE
	3/29/2017	276735	HOUSTON-MOORE GROUP L	$38,675.80		V01616	PERMIT SUBMITTAL PREP
	3/29/2017	276821	URS CORPORATION	$2,461.13		V01003	CULTURAL RESOURCES INVEST
	4/5/2017	276901	HOUSTON-MOORE GROUP L	$1,279.04		V01607	RECREATION/USE MASTER PLN
	4/5/2017	276901	HOUSTON-MOORE GROUP L	$49,755.66		V01608	WORK-IN-KIND (WIK)
	4/5/2017	276901	HOUSTON-MOORE GROUP L	$71,577.15		V01613	LEVEE DESIGN & SUPPORT
			Other Services / Engineering Services	**$246,455.62**			
790-7915-429.38-99	3/29/2017	276718	Metropolitan Council of Govern	$238,030.07		V02502	
			Other Services / Other Services	**$238,030.07**			
790-7920-429.33-05	4/5/2017	276901	HOUSTON-MOORE GROUP L	$50,796.25		V01601	HMG - PROJECT MANAGEMENT
			Other Services / Engineering Services	**$50,796.25**			
790-7920-429.33-79	3/8/2017	276171	CH2M Hill Engineers Inc	$476,918.34		V00207	
	3/8/2017	276255	MOORE ENGINEERING INC	$3,618.85		V02421	OXBOW MOU-MOORE PROJ MG
	3/29/2017	276701	CH2M Hill Engineers Inc	$819,472.82		V00207	
	4/5/2017	276948	MOORE ENGINEERING INC	$3,342.75		V02421	OXBOW MOU-MOORE PROJ MG
			Other Services / Construction Management	**$1,303,352.76**			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-05	3/1/2017	275981	ADVANCED ENGINEERING I	$432.00		V01202	Cass Joint Water DPAC
	3/1/2017	275981	HOUSTON-MOORE GROUP L	$122,564.15		V02807	CASS JOINT WATER IN-TOWN
	3/1/2017	275981	HOUSTON-MOORE GROUP L	$7,236.00		V01201	Cass Joint Water ROE
		275981	HOUSTON-MOORE GROUP L	$9,990.50		V01201	Cass Joint Water ROE
	3/1/2017	275981	Prosource Technologies, Inc	$53,656.02		V01203	Cass Joint Water OHB
	3/1/2017	275981	ULTEIG ENGINEERS INC	$6,132.80		V01201	Cass Joint Water ROE
	3/29/2017	276699	ADVANCED ENGINEERING I	$2,868.50		V01202	Cass Joint Water DPAC
	3/29/2017	276699	HOUSTON-MOORE GROUP L	$3,803.50		V01201	Cass Joint Water ROE
	3/29/2017	276699	HOUSTON-MOORE GROUP L	$68,610.44		V02807	CASS JOINT WATER IN-TOWN
	3/29/2017	276699	Prosource Technologies, Inc	$21,563.30		V01203	Cass Joint Water OHB
	3/29/2017	276699	ULTEIG ENGINEERS INC	$10,949.86		V01201	Cass Joint Water ROE
	4/5/2017	276901	HOUSTON-MOORE GROUP L	$105.00		V01606	LAND MANAGEMENT SERVICES
	4/5/2017	276901	HOUSTON-MOORE GROUP L	$1,943.50		V01610	UTILITIES DESIGN
			Other Services / Engineering Services	**$309,855.57**			
790-7930-429.33-06	3/29/2017	276699	BRAUN INTERTEC CORP	$1,021.50		V01203	Cass Joint Water OHB
			Other Services / Quality Testing	**$1,021.50**			
790-7930-429.33-25	3/1/2017	275981	OHNSTAD TWICHELL PC	$31,636.04		V01201	Cass Joint Water ROE
	3/1/2017	275981	OHNSTAD TWICHELL PC	$180.00		V01202	Cass Joint Water DPAC
	3/1/2017	275981	OHNSTAD TWICHELL PC	$9,180.20		V01203	Cass Joint Water OHB
	3/29/2017	276699	ERIK R JOHNSON & ASSOCI	$95.90		V01201	Cass Joint Water ROE
	3/29/2017	276699	Larkin Hoffman Attorneys	$340.00		V01201	Cass Joint Water ROE
	3/29/2017	276699	OHNSTAD TWICHELL PC	$3,121.00		V02807	CASS JOINT WATER IN-TOWN
	3/29/2017	276699	OHNSTAD TWICHELL PC	$15,689.30		V01203	Cass Joint Water OHB
	3/29/2017	276699	OHNSTAD TWICHELL PC	$27,582.85		V01201	Cass Joint Water ROE
	3/29/2017	276699	OHNSTAD TWICHELL PC	$555.00		V01202	Cass Joint Water DPAC
	3/29/2017	276715	ERIK R JOHNSON & ASSOCI	$283.40		V00103	General & Admin. LERRDS
	4/4/2017	607	DORSEY & WHITNEY LLP	$139,978.76		V00101	Dorsey Whitney Legal
			Other Services / Legal Services	**$228,642.45**			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.33-32	3/1/2017	275981	Steve Herzog - CCJWRD	$7,000.00		V01201	Cass Joint Water ROE
	3/29/2017	276699	Steve Herzog - CCJWRD	$2,793.10		V01201	Cass Joint Water ROE
			Other Services / Appraisal Services	**$9,793.10**			
790-7930-429.33-79	3/1/2017	275981	CH2M Hill Engineers Inc	$84,688.20		V01203	Cass Joint Water OHB
	3/1/2017	275981	CH2M Hill Engineers Inc	$204,956.79		V02807	CASS JOINT WATER IN-TOWN
	3/8/2017	276171	CH2M Hill Engineers Inc	$292,487.61		V00207	
	3/29/2017	276699	CH2M Hill Engineers Inc	$24,907.84		V01203	Cass Joint Water OHB
	3/29/2017	276699	CH2M Hill Engineers Inc	$60,981.24		V02807	CASS JOINT WATER IN-TOWN
	3/29/2017	276701	CH2M Hill Engineers Inc	$533,784.83		V00207	
			Other Services / Construction Management	**$1,201,806.51**			
790-7930-429.34-65	3/29/2017	276699	Soil Borings	$11,250.00		V01201	Cass Joint Water ROE
			Technical Services / Right of Entry Requests	**$11,250.00**			
790-7930-429.38-61	3/1/2017	275981	Sentry Security, Inc.	$4,001.00		V01203	Cass Joint Water OHB
	3/29/2017	276699	Sentry Security, Inc.	$1,705.05		V01203	Cass Joint Water OHB
			Security Services	**$5,706.05**			
790-7930-429.38-99	3/1/2017	275981	American Enterprises, Inc.	$7,300.00		V01701	ND LAND PURCH-OUT OF TOWN
	3/1/2017	275981	Title Company	$400.00		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	CURTS LOCK & KEY SERVIC	$199.26		V01701	ND LAND PURCH-OUT OF TOWN
			Other Services / Other Services	**$7,899.26**			
790-7930-429.42-20	3/1/2017	275981	Valley Green & Associates	$1,612.25		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	Valley Green & Associates	$1,827.50		V01701	ND LAND PURCH-OUT OF TOWN
			Snow Clearing	**$3,439.75**			
790-7930-429.62-51	3/1/2017	275981	Cass County Electric Cooperativ	$25.71		V01702	ND LAND PURCHASE-HARDSHIP
	3/1/2017	275981	Cass County Electric Cooperativ	$12,695.31		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	Cass County Electric Cooperativ	$6,064.76		V01701	ND LAND PURCH-OUT OF TOWN
			Energy / Electricity	**$18,785.78**			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.67-11	3/1/2017	275981	9506 - RADEMACHER	$322,815.87		V01701	ND LAND PURCH-OUT OF TOWN
	3/1/2017	275981	9596 - WOLD 2	$7,090.25		V01701	ND LAND PURCH-OUT OF TOWN
	3/1/2017	275981	9600 - BENSON 2	$11,330.88		V01701	ND LAND PURCH-OUT OF TOWN
	3/1/2017	275981	9662 - KUZAS	$22,714.88		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9506 - RADEMACHER	$8,285.00		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9510 - PEDERSON 2	$376,319.24		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9593 - STREI 1	$264,747.98		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9594 - STREI 2	$264,747.98		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9647 - JOHNSON 14	$397,094.89		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9658 - GOLDSMITH	$4,330.67		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9659 - KOCHMANN	$1,210.00		V01701	ND LAND PURCH-OUT OF TOWN
			Relocation / Residential Buildings	**$1,680,687.64**			
790-7930-429.67-12	3/1/2017	275981	Landscapes Unlimited	$468,406.85		V01204	Cass Joint Water OCC
			Relocation / Commercial Buildings	**$468,406.85**			
790-7930-429.71-30	3/1/2017	275981	0813 - FREEMAN	$50,981.00		V01701	ND LAND PURCH-OUT OF TOWN
	3/1/2017	275981	9403 - CAMPBELL 1	$17,668.00		V01701	ND LAND PURCH-OUT OF TOWN
	3/1/2017	275981	9411 - CAMPBELL 3	$16,567.60		V01701	ND LAND PURCH-OUT OF TOWN
	3/1/2017	275981	9506 - RADEMACHER	$395,617.35		V01701	ND LAND PURCH-OUT OF TOWN
	3/1/2017	275981	9770 - CASEPLAZA	$250,449.12		V01703	ND LAND PURCH - IN TOWN
	3/29/2017	276699	1222 - JOHNSON 8	$215,030.91		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9403 - CAMPBELL 1	$865,913.00		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9411 - CAMPBELL 3	$811,993.40		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9510 - PEDERSON 2	$287,348.01		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9593 - STREI 1	$239,301.85		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9594 - STREI 2	$239,301.85		V01701	ND LAND PURCH-OUT OF TOWN
	3/29/2017	276699	9647 - JOHNSON 14	$337,902.15		V01701	ND LAND PURCH-OUT OF TOWN
			Land / Land Purchases	**$3,728,074.24**			
790-7930-429.71-31	3/1/2017	275981	Easements	$2,243.06		V01201	Cass Joint Water ROE
	3/29/2017	276699	Easements	$5,588.00		V01201	Cass Joint Water ROE
			Land / Easements	**$7,831.06**			

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7930-429.73-20	3/1/2017	275981	American Enterprises, Inc.	$63,217.75		V01701	ND LAND PURCH-OUT OF TOWN
			Infrastructure / Site Improvements	**$63,217.75**			
790-7930-429.80-17	3/1/2017	275981	CASS COUNTY TREASURER	$109,587.60		V01701	ND LAND PURCH-OUT OF TOWN
	3/1/2017	275981	CASS COUNTY TREASURER	$2,118.87		V01702	ND LAND PURCHASE-HARDSHIP
	3/1/2017	275981	CASS COUNTY TREASURER	$7,304.59		V01703	ND LAND PURCH - IN TOWN
	3/29/2017	276699	CASS COUNTY TREASURER	$1,977.45		V01703	ND LAND PURCH - IN TOWN
			Debt Service / Property Tax - FMDA	**$120,988.51**			
790-7950-429.73-52	3/1/2017	276027	INDUSTRIAL BUILDERS INC	($5,407.31)		V02812	2ND ST NORTH FLOODWALL
	3/8/2017	276212	INDUSTRIAL CONTRACT SE	$176,121.90		V02805	PUMP STATION & FLOODWALL
			Infrastructure / Flood Control	**$170,714.59**			
790-7950-429.73-70	3/29/2017	276674	AT&T	$16,865.16		V02809	AT&T WP42 UTILITY RELOCT
			Infrastructure / Utilities	**$16,865.16**			
790-7952-429.33-05	3/1/2017	275981	MOORE ENGINEERING INC	$4,607.20		V01204	Cass Joint Water OCC
			Other Services / Engineering Services	**$4,607.20**			
790-7952-429.33-79	3/1/2017	275981	Gary Killebrew	$13,000.00		V01204	Cass Joint Water OCC
			Other Services / Construction Management	**$13,000.00**			
790-7952-429.57-60	3/1/2017	275981	Robert Trent Jones	$76.58		V01204	Cass Joint Water OCC
			Out of State Travel / Out of State Travel Exp	**$76.58**			
790-7955-429.33-05	3/29/2017	276699	HOUSTON-MOORE GROUP L	$679.00		V01203	Cass Joint Water OHB
	4/5/2017	276901	HOUSTON-MOORE GROUP L	$41,334.19		V02806	CONSTRUCTION SVCS WP42
			Other Services / Engineering Services	**$42,013.19**			
790-7955-429.33-06	3/8/2017	276282	TERRACON CONSULTING E	$4,751.75		V02802	WP-42 MATERIALS TESTING
	4/5/2017	276976	TERRACON CONSULTING E	$1,987.25		V02802	WP-42 MATERIALS TESTING
			Other Services / Quality Testing	**$6,739.00**			
790-7955-429.33-79	3/1/2017	275981	CH2M HILL ENGINEERS INC	$13,400.00		V01203	Cass Joint Water OHB
	3/29/2017	276699	CH2M HILL ENGINEERS INC	$4,020.00		V01203	Cass Joint Water OHB
			Other Services / Construction Management	**$17,420.00**			

Summary Of Expenses
EXP-2017-03

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description	Project Number	Project Description
790-7980-429.52-10	3/29/2017	JB031700	North Dakota Insurance Departm	$3,062.74		V02822	
				$3,062.74			
790-7980-429.62-51	3/29/2017	JB031700	XCEL ENERGY-FARGO	$3,340.11		V02822	
				$3,340.11			
790-7990-429.33-05	3/1/2017	276025	HOUSTON-MOORE GROUP L	$110,889.86		V01621	
	3/29/2017	276735	HOUSTON-MOORE GROUP L	$6,565.00		V01619	PPP DOCUMENT PREP SUPPRT
	3/29/2017	276735	HOUSTON-MOORE GROUP L	$178,984.84		V01621	
			Other Services / Engineering Services	**$296,439.70**			
790-7990-429.33-25	3/1/2017	275951	ASHURST LLP	$202,492.80		V03001	THIS PROJECT CAN BE USED
	3/8/2017	276155	ASHURST LLP	$346,247.44		V03001	THIS PROJECT CAN BE USED
	4/5/2017	276843	ASHURST LLP	$154,755.53		V03001	THIS PROJECT CAN BE USED
	3/6/2017	605	OHNSTAD TWICHELL PC	$102,091.32		V00102	General & Admin. WIK
			Other Services / Legal Services	**$805,587.09**			
790-7990-429.34-55	3/15/2017	276389	Ernst & Young	$104,032.93		V03301	PPP FINANCL ADVISORY SVCS
	4/5/2017	276912	Ernst & Young	$104,429.12		V03301	PPP FINANCL ADVISORY SVCS
			Technical Services / Financial Advisor	**$208,462.05**			
790-7990-520.80-20	3/15/2017	276331	Wells Fargo	$85,244.45		V02904	
	3/10/2017	JB031700	Wells Fargo	$40,900.61		V02903	$100M COF WELLS FAR ADVNC
			Debt Service / Interest On Bonds	**$126,145.06**			

Total Amount Invoiced this period: **$13,253,317.65**

$443,346.22 **Less Paid Retainage**

$12,809,971.43 **Total Less Paid Retainage**

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of March 31, 2017

Row Labels	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	$ 153,541,173.48	$ 135,540,968.80	$ 18,000,204.68	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
ARMY CORP OF ENGINEERS	$ 53,159,000.00	$ 53,159,000.00	$ -	Local Share
CH2M HILL ENGINEERS INC	$ 50,618,819.01	$ 29,137,257.91	$ 21,481,561.10	Project & Construction Management
INDUSTRIAL BUILDERS INC	$ 39,458,121.21	$ 37,739,941.62	$ 1,718,179.59	2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC	$ 36,279,042.89	$ 31,315,703.20	$ 4,963,339.69	Engineering Services
INDUSTRIAL CONTRACT SERVICES I	$ 17,576,871.19	$ 16,623,506.68	$ 953,364.51	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	$ 15,399,707.32	$ 14,733,004.12	$ 666,703.20	(blank)
ASHURST LLP	$ 6,715,133.70	$ 2,708,446.97	$ 4,006,686.73	PPP Legal Counsel
DORSEY & WHITNEY LLP	$ 3,905,470.19	$ 3,905,470.19	$ -	Legal Services
JP MORGAN CHASE-LOCKBOX PROCES	$ 3,377,000.00	$ 1,899,752.05	$ 1,477,247.95	Financial Advisor
CENTURYLINK	$ 2,586,742.00	$ 2,586,742.00	$ -	Utility Relocation
MINNESOTA DNR	$ 2,325,472.35	$ 2,325,472.35	$ -	EIS Scoping
LANDWEHR CONSTRUCTION INC	$ 2,085,150.82	$ 2,071,876.59	$ 13,274.23	In-Town Demolition Contracts
URS CORPORATION	$ 1,922,118.42	$ 1,730,992.17	$ 191,126.25	Engineering Services
KENNELLY & OKEEFFE	$ 1,729,110.56	$ 1,729,110.56	$ -	Home Buyouts
HOUGH INCORPORATED	$ 1,603,909.25	$ 1,215,633.53	$ 388,275.72	2nd Street South Flood Control
REINER CONTRACTING INC	$ 1,601,366.99	$ 1,598,471.70	$ 2,895.29	El Zagal Flood Risk Management
CITY OF FARGO	$ 1,457,798.54	$ 1,457,798.54	$ -	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
ACONEX (NORTH AMERICA) INC	$ 1,322,146.00	$ 306,856.00	$ 1,015,290.00	Electronic Data Mgmt and Record Storage System
OHNSTAD TWICHELL PC	$ 1,149,114.95	$ 1,149,114.95	$ -	ROE and Bonding Legal Fees
CASS COUNTY TREASURER	$ 1,105,409.60	$ 1,105,409.60	$ -	Property Taxes and Bank Loan Advance DS Payments
CONSOLIDATED COMMUNICATIONS	$ 1,063,096.11	$ 1,063,096.11	$ -	Utility Relocation
XCEL ENERGY	$ 908,800.84	$ 174,255.08	$ 734,545.76	Utility Relocation
TERRACON CONSULTING ENGINEERS	$ 828,792.49	$ 812,223.92	$ 16,568.57	Materials Testing
MOORE ENGINEERING INC	$ 662,468.17	$ 662,468.17	$ -	Engineering Services
US BANK	$ 626,849.03	$ 626,849.03	$ -	Loan Advance Debt Service Payments
DUCKS UNLIMITED	$ 587,180.00	$ 587,180.00	$ -	Wetland Mitigation Credits
HOUSTON ENGINEERING INC	$ 576,669.57	$ 576,669.57	$ -	Engineering Services
ERIK R JOHNSON & ASSOCIATES	$ 517,312.43	$ 517,312.43	$ -	Legal Services
RED RIVER BASIN COMMISSION	$ 500,000.00	$ 500,000.00	$ -	Retention Projects - Engineering Services
NORTHERN TITLE CO	$ 484,016.00	$ 484,016.00	$ -	Land Purchases
AT & T	$ 461,031.30	$ 461,031.30	$ -	Utility Relocation
702 COMMUNICATIONS	$ 326,243.91	$ 266,892.07	$ 59,351.84	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	$ 252,470.00	$ 78,633.22	$ 173,836.78	Engineering Services
FARGO MOORHEAD METROPOLITAN	$ 238,030.07	$ 238,030.07	$ -	
BUFFALO-RED RIVER WATERSHED DI	$ 220,768.00	$ -	$ 220,768.00	Retention Projects - Engineering Services
ROBERT TRENT JONES	$ 200,000.00	$ 200,000.00	$ -	Oxbow MOU - Golf Course Consulting Agreement
AON RISK SERVICES CENTRAL, INC	$ 150,000.00	$ 77,119.45	$ 72,880.55	P3 Risk Advisory Services
CABLE ONE (FARGO)	$ 148,511.37	$ -	$ 148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	$ 146,460.00	$ 146,460.00	$ -	Financial Advisor
BOIS DE SIOUX WATERSHED DISTRI	$ 145,380.00	$ -	$ 145,380.00	Retention Projects - Engineering Services
NDSU BUSINESS OFFICE-BOX 6050	$ 135,167.00	$ 135,167.00	$ -	Ag Risk Study Services
AT&T NETWORK OPERATIONS	$ 125,238.30	$ 125,238.30	$ -	Utility Relocation
ENVENTIS	$ 115,685.62	$ 115,685.62	$ -	Utility Relocation
FREDRIKSON & BYRON, PA	$ 105,522.08	$ 95,022.08	$ 10,500.00	Lobbying Services
UNITED STATES GEOLOGICAL SURVE	$ 104,600.00	$ 104,600.00	$ -	Water Level Discharge Collection
SPRINGSTED INCORPORATED	$ 99,365.85	$ 99,365.85	$ -	Financial Advisor
BRAUN INTERTEC CORP	$ 77,629.00	$ 77,629.00	$ -	Quality Testing

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of March 31, 2017

Row Labels	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
EL ZAGAL TEMPLE HOLDING CO	$ 76,000.00	$ 76,000.00	$ -	Easement Purchase for El Zagal Levee
CENTURYLINK ASSET ACCOUNTING-B	$ 74,195.92	$ 74,195.92	$ -	Utility Relocation
GRAY PANNELL & WOODWARD LLP	$ 66,300.68	$ 66,300.68	$ -	Legal Services
NIXON PEABODY LLC	$ 60,000.00	$ 60,000.00	$ -	Legal Services
MIDCONTINENT COMMUNICATIONS	$ 54,738.44	$ -	$ 54,738.44	Utility Relocation
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
CLAY COUNTY AUDITOR	$ 34,180.71	$ 34,180.71	$ -	Property Tax, Home Buyout Demo
GEOKON INC	$ 33,815.36	$ 33,815.36	$ -	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	$ 33,066.02	$ 33,066.02	$ -	Property Management Services
WARNER & CO	$ 30,049.00	$ 30,049.00	$ -	General Liability Insurance
XCEL ENERGY-FARGO	$ 16,275.85	$ 16,275.85	$ -	Utility Relocation
PRIMORIS AEVENIA INC	$ 16,230.00	$ 16,230.00	$ -	Utility Relocation
MOORHEAD, CITY OF	$ 15,062.90	$ 15,062.90	$ -	ROE Legal Fees
ND WATER USERS ASSOCIATN	$ 15,000.00	$ 15,000.00	$ -	Membership Dues
BRIGGS & MORGAN PA	$ 12,727.56	$ 12,727.56	$ -	Legal Services
PROSOURCE TECHNOLOGIES, INC	$ 8,324.94	$ 8,324.94	$ -	Vibrating Wire Piezometer Equipment
MAP SERVICE CENTER	$ 7,250.00	$ 7,250.00	$ -	Permit fee
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
BNSF RAILWAY CO	$ 2,925.00	$ 2,925.00	$ -	Permits for In-Town Levee Projects
FORUM COMMUNICATIONS (LEGALS)	$ 2,224.20	$ 2,224.20	$ -	Advertising Services
FORUM COMMUNICATIONS (ADVERT)	$ 1,743.77	$ 1,743.77	$ -	Advertising Services
NORTH DAKOTA TELEPHONE CO	$ 1,697.00	$ 1,697.00	$ -	Communication
SEIGEL COMMUNICATIONS SERVICE	$ 1,490.00	$ 1,490.00	$ -	Public Outreach
HUBER, STEVE	$ 1,056.43	$ 1,056.43	$ -	Home Buyouts
DEPT OF NATURAL RESOUR	$ 1,000.00	$ 1,000.00	$ -	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	$ 747.60	$ 747.60	$ -	Asbestos and LBP Testing - Home Buyouts
RED RIVER TITLE SERVICES INC	$ 675.00	$ 675.00	$ -	Abstract Updates
RED RIVER VALLEY COOPERATIVE A	$ 536.96	$ 536.96	$ -	Electricity - Home Buyouts
FERRELLGAS	$ 496.00	$ 496.00	$ -	Propane - Home Buyouts
BROKERAGE PRINTING	$ 473.33	$ 473.33	$ -	Custom Printed Forms
DAWSON INSURANCE AGENCY	$ 388.52	$ 388.52	$ -	Property Insurance - Home Buyouts
KOCHMANN, CARTER	$ 315.00	$ 315.00	$ -	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	$ 250.00	$ 250.00	$ -	Job Description Review
DONS PLUMBING	$ 240.00	$ 240.00	$ -	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	$ 138.10	$ 138.10	$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	$ 116.00	$ 116.00	$ -	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	$ 71.89	$ 71.89	$ -	Postage
Grand Total	**$ 409,453,251.79**	**$ 352,938,021.54**	**$ 56,515,230.25**	

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of March 31, 2017

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	9,002,442.20	-	945,930.84	-	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	-	7,550,036.23	-	9,453,512.01
Oak Rerrace Condos - 2 N Terrace N	3/30/2016	5,588.00	-	-	-	5,588.00
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
Home Buyouts - Fargo						
1322 Elm St N	11/19/2014	347,270.27	-	47,168.14	-	394,438.41
1326 Elm St N	12/23/2014	230,196.41	-	8,001.02	-	238,197.43
1341 N Oak St	1/29/2015	309,888.24	-	78,889.24	-	388,777.48
1330 Elm St N	2/12/2015	229,982.44	-	62,362.63	-	292,345.07
18 North Terrace N	4/2/2015	129,698.25	-	44,688.72	-	174,386.97
1318 Elm St N	5/29/2015	229,012.67	-	55,452.01	-	284,464.68
724 North River Road	6/8/2015	204,457.83	-	35,615.30	(10,000.00)	230,073.13
1333 Oak Street N	6/24/2015	238,513.23	-	5,249.00	-	243,762.23
26 North Terrace N	9/11/2015	138,619.58	-	12,620.00	-	151,239.58
16 North Terrace N	9/24/2015	227,987.50	-	96,717.14	-	324,704.64
24 North Terrace N	11/25/2015	182,437.38	-	29,269.60	-	211,706.98
1314 Elm Street N	12/18/2015	225,800.09	-	42,025.00	-	267,825.09
12 North Terrace N	2/9/2016	10,191.00	-	-	-	10,191.00
1313 Elm Street N		350,000.00	-	3,360.00	-	353,360.00
Home Buyouts - Moorhead						
387 170th Ave SW	11/1/2013	281,809.91	-	-	(8,440.00)	273,369.91
16678 3rd St S		-	192,600.00	80,210.80	-	272,810.80
Home Buyouts - Oxbow						
105 Oxbow Drive	11/28/2012	216,651.85	-	-	(181,249.54)	35,402.31
744 Riverbend Rd	12/3/2012	343,828.30	-	2,435.00	-	346,263.30
121 Oxbow Drive	7/31/2013	375,581.20	-	-	(186,918.33)	188,662.87
333 Schnell Drive	9/20/2013	104,087.79	-	-	-	104,087.79
346 Schnell Drive	2/13/2014	512,970.73	-	7,200.00	-	520,170.73
345 Schnell Drive	10/24/2014	478,702.98	-	6,869.44	-	485,572.42
336 Schnell Drive	1/29/2015	310,888.51	-	185,620.00	-	496,508.51
5059 Makenzie Circle	5/21/2015	2,698,226.97	-	10,549.70	-	2,708,776.67
357 Schnell Dr / 760 River Bend Rd	6/18/2015	466,720.80	-	176,524.79	-	643,245.59
349 Schnell Dr / 761 River Bend Rd	6/26/2015	306,725.20	-	309,992.53	-	616,717.73
748 Riverbend Rd / 755 River Bend Rd	9/1/2015	480,784.30	-	205,699.82	-	686,484.12
361 Schnell Dr / 764 River Bend Rd	9/2/2015	490,091.32	-	267,757.65	-	757,848.97
752 Riverbend Rd / 768 River Bend Rd	9/4/2015	469,078.13	-	507,103.56	-	976,181.69
353 Schnell Dr / 772 River Bend Rd	9/11/2015	494,342.87	-	312,212.95	-	806,555.82
SE 1/4-23-137-49 & NW 1/4 SW 1/4 24-137-49 - Heitman	9/30/2015	1,328,151.00	-	-	-	1,328,151.00
350 Schnell Dr / 769 River Bend Rd	12/15/2015	491,024.01	-	279,237.35	-	770,261.36
365 Schnell Drive	1/7/2016	125,077.88	-			125,077.88
852 Riverbend Rd	1/11/2016	1,222,608.19	-	10,891.60		1,233,499.79
334 Schnell Dr / 751 River Bend Rd	1/15/2016	321,089.77	-	284,349.88	-	605,439.65
749 Riverbend Rd / 433 Trent Jones Dr	2/1/2016	598,885.43	-	469,875.64	-	1,068,761.07
326 Schnell Drive	2/19/2016	326,842.17	-	225,073.09	-	551,915.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	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	-	579,388.16	-	1,381,059.85
328 Schnell Dr / 347 Trent Jones Dr	7/14/2016	320,803.64	-	329,117.70	-	649,921.34
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	-	353,321.19	-	681,960.66
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**	-	122,740.00	-	450,874.82
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	462,334.69	9,200.00	514,927.48	-	986,462.17
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	-	376,319.24	-	884,522.25

FM Metropolitan Area Flood Risk Management Project
Lands Expense - Life To Date
As of March 31, 2017

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
808 Riverbend Road / 254 South Schnell Dr	2/24/2017	713,814.95	-	529,495.96	-	1,243,310.91
338 Schnell Dr / 775 River Bend Rd	2/28/2017	560,402.15	-	397,094.89	-	957,497.04
817 Riverbend Road / 421 Trent Jones Dr	In Escrow	-	448,300.00	453,212.00	-	901,512.00
848 Riverbend Rd / 783 River Bend Rd	In Escrow	-	306,000.00	1,340,781.00	-	1,646,781.00
843 Riverbend Rd / 445 Trent Jones Dr	In Escrow	-	700,000.00	1,163,752.00	-	1,863,752.00
829 Riverbend Rd / 788 River Bend Rd		-	-	8,000.00	-	8,000.00
337 Schnell Dr / 353 Trent Jones Dr		-	222,021.00	-	-	222,021.00
313 Schnell Drive/ 413 Trent Jones Dr		-	197,243.00	-	-	197,243.00
Home Buyouts - Hickson						
17495 52nd St SE	4/28/2015	785,747.66	-	27,604.74	-	813,352.40
4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	92,817.44	-	338,744.15
Home Buyouts - Horace						
17471 49th St SE	2/16/2017	883,581.00	-		-	883,581.00
17465 49th St SE	2/21/2017	828,561.00	-		-	828,561.00
2914 124th Ave S	12/29/2016	50,981.00	-		-	50,981.00
Home Buyouts - Argusville						
2351 173rd Ave SE	2/6/2017	215,030.91	-		-	215,030.91
Easements - Fargo						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N	4/13/2016	37,020.00	-	-	-	37,020.00
Easements - Oxbow						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure						
15-0000-02690-020 - Cossette		476,040.00	-	-	-	476,040.00
64-0000-02730-000 - Sauvageau		268,020.00	-	-	-	268,020.00
64-0000-02720-000 - Ulstad		469,874.00	-	-	-	469,874.00
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
Easements - Minesota						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases						
SE 1/4 11-140-50 (Raymond Twp) - 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	2/18/2014	3,458,980.70	-	-	-	3,458,980.70
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	991,128.19
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	943,560.05
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	321,386.00
SW 1/4-11-140-50 - Hoglund	7/21/2014	989,706.03	-	-	-	989,706.03
NW 1/4 14-140-50 - Hoglund	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) - Henke	6/17/2015	1,196,215.00	-	-	-	1,196,215.00
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		-	27,000.00	-	-	27,000.00
		63,917,747.61	2,102,364.00	33,037,466.02	(1,117,856.01)	97,939,721.62
			-		-	
				Property Management Expense		1,049,864.57
				Property Management Income		(627,228.27)
					Grand Total	**$ 98,362,357.92**

FM Metropolitan Area Flood Risk Management Project
In-Town Levee Work
as of March 31, 2017

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	$ 8,683,649.98	$ 8,683,649.98
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	828,792.49	812,223.92
V02803	Consolidated Communications	2nd Street Utility Relocation	1,178,781.73	1,178,781.73
V02804	702 Communications	2nd Street Utility Relocation	326,243.91	266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	17,583,287.19	16,629,922.68
V02806	HMG	WP42 - Services During Construction	4,932,000.00	4,196,447.82
V02807	CCJWRD	In-Town Levee Work	6,637,928.01	3,566,025.82
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
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	925,076.69	190,530.93
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	16,737,490.08	15,868,985.52
V02813	Landwehr Construction	Park East Apartments Demolition	1,177,151.74	1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,660,937.92	2,660,937.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	907,999.08	902,224.85
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	1,601,366.99	1,598,471.70
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	738,880.50	738,880.50
V02819	Industrial Builders	WP42F.1N - 2nd Street North	13,300,425.65	12,450,750.62
V02820	CH2M Hill	WP42 - Construction Management Services	1,020,000.00	851,775.30
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	1,603,909.25	1,215,633.53
V02822	City of Fargo	COF - 2016 O&M on Lifts	6,402.85	6,402.85
V01703	Various	In-Town Property Purchases	39,024,862.70	19,955,908.89
			$ 121,823,261.97	$ 107,318,635.09

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: February 1, 2017 - February 24, 2017

Drawdown Request No: 40			
Requested Amount:		**$**	**465,203**
Total Funds Expended This Period:		$	930,405
SB 2020 Matching Requirements			50%
Total Funds Requested at 50% Match			465,203
Total Funds Requested:		**$**	**465,203**

STATE AID SUMMARY:			
Summary of State Funds Appropriated			
Appropriations from 2009 Legislative Session		$	45,000,000
Appropriations from 2011 Legislative Session			30,000,000
Appropriations from 2013 Legislative Session			100,000,000
Appropriations from 2015 Legislative Session			69,000,000
Appropriations to be funded in 2017 Legislative Session - Available 7/1/2017	51,500,000		
Appropriations to be funded in 2019 Legislative Session - Available 7/1/2019	51,500,000		
Appropriations to be funded in 2021 Legislative Session - Available 7/1/2021	51,500,000		
Appropriations to be funded in 2023 Legislative Session - Available 7/1/2023	51,500,000		
Total State Funds	206,000,000		244,000,000
Less: Payment #1 through #35 - City of Fargo			(55,510,209)
Less: Payment #1 - Cass County			(136,039)
Less: Payment #1 through #20 - FM Diversion Authority			(28,862,208)
Less: Payment #21 - FM Diversion Authority			(2,580,786)
Less: Payment #22 - FM Diversion Authority			(3,998,879)
Less: Payment #23 - FM Diversion Authority			(1,985,040)
Less: Payment #24 - FM Diversion Authority			(2,752,283)
Less: Payment #25 - FM Diversion Authority			(10,000,000)
Less: Payment #26 - FM Diversion Authority			(1,021,657)
Less: Payment #27 - FM Diversion Authority			(4,940,909)
Less: Payment #28 - FM Diversion Authority			(2,209,200)
Less: Costs Moved from Fargo Flood Control (Diversion) to Interior Flood Control			20,301,855
Less: Payment #29 - FM Metro Area Flood Risk Management Project			(2,900,000)
Less: Payment #30 - FM Metro Area Flood Risk Management Project			(3,681,747)
Less: Payment #31 - FM Metro Area Flood Risk Management Project			(6,900,000)
Less: Payment #32 - FM Metro Area Flood Risk Management Project			(3,725,044)
Less: Payment #33 - FM Metro Area Flood Risk Management Project			(4,655,547)
Less: Payment #34 - FM Metro Area Flood Risk Management Project			(22,500,000)
Less: Payment #35 - FM Metro Area Flood Risk Management Project			(6,062,680)
Less: Payment #36 - FM Metro Area Flood Risk Management Project			(3,506,589)
Less: Payment #37 - FM Metro Area Flood Risk Management Project			(4,676,079)
Less: Payment #38 - FM Metro Area Flood Risk Management Project			(4,401,701)
Less: Payment #39 - FM Metro Area Flood Risk Management Project			(1,535,060)
Less: Payment #40 - FM Metro Area Flood Risk Management Project			(465,203)
Total Funds Reimbursed			(158,705,005)
Total State Fund Balances Remaining		**$**	**85,294,995**

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

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	$	71,531,554
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1 - FM Diversion Authority		(18,600)
Less: Match Used on Payment #2 - FM Diversion Authority		(66,888)
Less: Match Used on Payment #6 - FM Diversion Authority		(238,241)
Less: Match Used on Payment #8 - FM Diversion Authority		(346,664)
Less: Match Used on Payment #11 - FM Diversion Authority		(470,398)
Less: Match Used on Payment #12 - FM Diversion Authority		(237,286)
Less: Match Used on Payment #16 - FM Diversion Authority		(3,018,978)
Less: Match Used on Payment #17 - FM Diversion Authority		(1,374,624)
Less: Match Used on Payment #20 - FM Diversion Authority		(1,427,344)
Less: Match Used on Payment #22 - FM Diversion Authority		(116,437)
Less: Match Used on Payment #23 - FM Diversion Authority		(487,124)
Less: Match Used on Payment #24 - FM Diversion Authority		(1,688,474)
Less: Match Used on Payment #26 - FM Diversion Authority		(445,642)
Less: Match Used on Payment #28 - FM Diversion Authority		(1,116,010)
Less: Match Used on Payment #30 - FM Metro Area Flood Risk Management Project		(1,581,147)
Less: Match Used on Payment #32 - FM Metro Area Flood Risk Management Project		(1,215,895)
Less: Match Used on Payment #33 - FM Metro Area Flood Risk Management Project		(2,785,070)
Less: Match Used on Payment #35 - FM Metro Area Flood Risk Management Project		(1,292,963)
Less: Match Used on Payment #36 - FM Metro Area Flood Risk Management Project		(509,507)
Less: Match Used on Payment #37 - FM Metro Area Flood Risk Management Project		(2,741,983)
Less: Match Used on Payment #38 - FM Metro Area Flood Risk Management Project		(3,580,994)
Less: Match Used on Payment #39 - FM Metro Area Flood Risk Management Project		(830,718)
Less: Match Used on Payment #40 - FM Metro Area Flood Risk Management Project		-
Balance of Local Matching Funds Available	**$**	**4,297,908**

Finance Committee Bills through April 19, 2017

Vendor	Description		
Dorsey & Whitney LLP	Legal services rendered through February 28, 2017	$	96,884.62
Ohnstad Twichell, P.C.	Professional services rendered	$	108,440.40
Cass County Joint Water Resource District	Diversion bills	$	2,809,923.61
Civil Design Inc.	Professional engineering fees	$	340.00
Clay County	Property taxes	$	52.00
Clay County	Property taxes	$	252.00
Clay County	Property taxes	$	42.00
Clay County	Property taxes	$	12.00
Total Bills Received through April 19, 2017		$	3,015,946.63

DORSEY
DORSEY & WHITNEY LLP

MINNEAPOLIS OFFICE
612-340-2600

RECEIVED BY DATE 3-27-17

(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

March 24, 2017
Invoice No. 3341811

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

For Legal Services Rendered Through February 28, 2017

INVOICE TOTAL

Total For Current Legal Fees	$96,006.50
Total For Current Disbursements and Service Charges	$878.12
Total For Current Invoice	**$96,884.62**

Summary of Account

*Prior Balance Due	$145,940.66
Total Amount Due	$242,825.28

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

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

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

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

(This account is only for Wire/ACH payments)
ABA Routing Number: 091000022
Account Number: 1047-8339-8282
Swift Code: USBKUS44IMT

Please make reference to the invoice number

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

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

CITY OF Fargo

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

March 30, 2017

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

Re: Red River Diversion Project

Dear Kent:

I am enclosing a Summary Invoice dated March 24, 2017 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through February 28, 2017 on the Red River Diversion Project. If you have any questions, please feel free to contact me. Please remit payment directly to Dorsey Whitney.

Sincerely,

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb

OHNSTAD TWICHELL, P.C.
ATTORNEYS AT LAW

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

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

DATE: April 10, 2017

AMOUNT REMITTED $_____

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

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice #147993 Flood Diversion Board Bond Counsel Work – PPP Research 1

Attorney	Hours	Rate	Fees
JTS	105.70	$300.00	$31,710.00
KJB	93.90	$265.00	$24,883.50
TJL	68.50	$250.00	$17,125.00
LWC	.80	$200.00	$160.00
CBC	102.60	$200.00	$20,520.00
AJM	50	$150.00	$7,500.00
LSH	11.50	$130.00	$1,495.00
HCG	6.4	$130.00	$832.00
Total	**439.40**		**$104,225.50**
Expenses:			
AT & T Conference Calls			$11.90
Westlaw			$500.00
Cass County Recorder			$39.00
NDRIN Searches			$32.00
Photocopies 20 x 908 Pgs	2nd Draft & RFP	@.20/each	$3,632.00
Grand Total			**$108,440.40**

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

	Hourly Rate
JTS - John T. Shockley, Partner, Supervising Attorney	$300.00
KJB - Katie J. Bertsch, Associate	$265.00
TJL – Tyler J. Leverington, Associate	$250.00
LWC – Luke W. Croaker, Associate	$200.00
CBC – Calley B. Campbell, Associate	$200.00
AJM - Andrea J. Murphy, Paralegal	$150.00
LSH – Lori S. Hersrud, Paralegal	$130.00
HCG – Hannah C. Gilbert, Paralegal	$130.00

PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice #148717 Flood Diversion Board Bond Counsel Work – PPP Research 1

FILE NUMBER	MATTER DESCRIPTION	INVOICE TOTAL
151395-0	Bond Counsel Work – PPP - Expenses	$ 514.23
151395-1	General Topics (Includes General Governance Questions, Notices, ETC.)	$ 6,091.50
151395-2	Executive Director	$ 180.00
151395-3	P3 Procurement	$ 25,684.50
151395-4	Public Finance Issues	$ 1,650.00
151395-5	Consultant Contract Review/Development	$ 5,565.00
151395-6	Support of External Litigation Counsel	$ 1,035.00
151395-8	MNDNR Permit Issues	$ 1,530.00
151395-9	Environmental Permitting Issues/NEPA	$ 2,500.00
151395-10	Insurance Issues	$ 460.00
151395-11	Legislative Interface/Lobbying Support	$ 990.00
151395-12	USACE Interface/Questions	$ 1,335.00
151395-13	Third Party Utility MOUS	$ 60,905.17
TOTAL		**$108,440.40**

CASS COUNTY GOVERNMENT

March 31, 2017

Cass County
Joint Water
Resource
District

Mark Brodshaug
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Dan Jacobson
Manager
West Fargo, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

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

Greetings:

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

Enclosed please find copies of bills totaling $2,809,923.61 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	$1,661,528.78
DPAC	1,768.50
Oxbow-Hickson-Bakke Ring Levee	144,232.64
In-Town Levees	1,002,393.69

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.

According to our records, the previous request dated March 15, 2017, for $4,591,721.28 remains outstanding.

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

Enclosures

Carol Harbeke Lewis
Secretary-Treasurer

1201 Main Avenue West
West Fargo, ND 58078-1301

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

METRO FLOOD DIVERSION RIGHT OF ENTRY/LAND ACQUISITION COST SHARE INVOICES Updated 3/31/17

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
1/15/2016	10/26/2015	1155		5,432.50	H&S Contracting, Inc.	Slurry clean up from soil borings
3/9/2017	2/24/2017	108080		66.40	Dawson Insurance Agency	liability insurance for 4 properties
3/9/2017	2/24/2017	147960	100007	8,408.66	Ohnstad Twichell, P.C.	Legal-FM Diversion - Right of Entry
3/9/2017	2/24/2017	147962	130007	16,459.65	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
3/9/2017	2/24/2017	147965	160007	70.00	Ohnstad Twichell, P.C.	Legal-Diversion Acquisition - 1099 Preparation
3/9/2017	2/24/2017	147970	170007	333.00	Ohnstad Twichell, P.C.	Legal-Diversion Acquisition - 1099 Preparation
3/9/2017	2/24/2017	147966	160007	1,221.00	Ohnstad Twichell, P.C.	Legal-Diversion Authority Agreement-Drains
3/9/2017	2/24/2017	147967	160007	23,849.17	Ohnstad Twichell, P.C.	Legal-Channel Phase I
3/9/2017	2/24/2017	147968	160007	204.00	Ohnstad Twichell, P.C.	Legal-Channel Phase III
3/9/2017	2/24/2017	147959	90007	1,498.50	Ohnstad Twichell, P.C.	Legal-Basin Project 2009
3/9/2017	2/24/2017	147964	160007	1,602.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009-Inlet structure
3/9/2017	3/2/2017	707132	38810.00001	1,054.00	Larkin Hoffman	Legal-Sauvageau property acquisition
3/9/2017	3/2/2017	707127	38810.00002	2,108.00	Larkin Hoffman	Legal-Richland County ROE agreements
3/23/2017	2/28/2017	148214	160007	8,440.56	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Cossette
3/23/2017	2/28/2017	148215	160007	1,393.00	Ohnstad Twichell, P.C.	Legal-Eminent Domain - Ulstad
3/9/2017	2/23/2017	14921	18244	437.50	Moore Engineering, Inc.	Engineering - Diversion Authority Utility Easement Team
3/23/2017	3/17/2017	15020	19115	7,484.30	Moore Engineering, Inc.	Engineering - Request for Proposal Services
3/9/2017	2/28/2017	NDFE-02282017		1,000.00	Steven Herzog	Flowage easement consultation
3/9/2017	3/8/2017			1,314,373.30	The Title Company	City of Fargo property purchase
3/20/2017	3/20/2017			21,400.00	Robert Anderson and Judith Anderson	purchase remainder payment
3/23/2017	2/27/2017			411.00	Vaughn and Shirley Johnson	closing costs
3/23/2017	2/27/2017			6,501.57	Vaughn and Shirley Johnson	moving costs
3/9/2017	3/1/2017	1431	2004	49,781.20	Houston-Moore Group	Property acquisition services
3/9/2017	2/24/2017	63265	R12.00049	46,382.14	Ulteig Engineers Inc	Project mgmt, ROW services, appraisal services and on-call
3/9/2017	2/24/2017	63264	R12.00049	141,617.33	Ulteig Engineers Inc	Appraisal services and relocation assistance
			Total	**1,661,528.78**		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
3/9/2017	2/24/2017	147961	120007	1,768.50	Ohnstad Twichell, P.C.	Legal - Assessment district issues
			Total	**1,768.50**		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
3/9/2017	2/24/2017	108080			16.60	Dawson Insurance Agency	liability insurance for 1 properties
3/9/2017	2/24/2017	147963		140007	2,315.50	Ohnstad Twichell, P.C.	Legal-property acquisition
3/9/2017	2/21/2017	1		43E2D	28,125.00	Schmidt and Sons Construction, Inc.	Residential demolition on Schnell Dr and Riverbend Rd
3/23/2017	3/7/2017	2		43E2D	13,050.00	Schmidt and Sons Construction, Inc.	Residential demolition on Schnell Dr and Riverbend Rd
3/9/2017	2/23/2017				2,332.50	Jerry Kautzman	moving costs
3/9/2017	2/22/2017				7,073.78	Jeffrey and Lonnie Pederson	closing costs
3/9/2017	3/7/2017				1,450.00	Jeffrey and Lonnie Pederson	moving costs
3/9/2017	2/23/2017				4,454.50	Dan Rieger	closing costs
3/9/2017	2/23/2017				6,450.00	Dan Rieger	moving costs
03/09/17	03/02/17	5210			735.00	Valley Green and Associates	snow removal 2/27 on Schnell and Riverbend
03/09/17	03/02/17	5151			75.00	Valley Green and Associates	snow removal 2/27 at old OCC
03/23/17		160167351			3,812.67	Cass County Treasurer	2016 tax on 341 Schnell Dr
03/23/17		160167457			4,419.97	Cass County Treasurer	2016 tax on 816 Riverbend Rd
03/23/17		160167454			6,500.21	Cass County Treasurer	2016 tax on 828 Riverbend Rd
03/09/17	02/28/17	49806118			82.14	Ferrellgas	Service to Bindas residence
03/23/17	03/05/17	1122560			185.30	Cass County Electric Cooperative	service to 130 Oxbow Dr
3/23/2017	3/6/2017	1106711			4,413.65	Cass County Electric Cooperative	Service to various addresses
03/23/17	03/06/17	1133016			105.59	Cass County Electric Cooperative	Service to 805 Riverbend Rd
03/23/17	03/06/17	1125415			35.15	Cass County Electric Cooperative	Service to 808 Riverbend Rd
03/23/17	03/14/17	1136126			301.26	Cass County Electric Cooperative	Service to 828 Riverbend Rd
03/23/17	03/14/17	1121701			173.82	Cass County Electric Cooperative	Service to 840 Riverbend Rd
3/23/2017	3/6/2017	1134578			92.04	Cass County Electric Cooperative	Service to 2351 173 Ave SE
3/9/2017	12/31/2016	17705		2830-00	15,604.30	ProSource Technologies, LLC	Relocation, construction draw payments, condemnation, appeal
3/9/2017	1/31/2017	17706		2830-00	12,754.10	ProSource Technologies, LLC	Relocation, construction draw payments, relocation appeal
3/23/2017	2/28/2017	17781		2830-00	16,677.39	ProSource Technologies, LLC	Appraisals, acquisition, relocation, constr draw, condm, appeal
3/9/2017	3/1/2017	1430	M500018	2003	4,504.50	Houston-Moore Group	TO No 3 - construction manangement
3/9/2017	2/24/2017	B086101		B14-04209	6,435.00	Braun Intertec Corporation	Material testing services
3/23/2017	3/4/2017	5756			1,122.12	Sentry Security & Investigations	Security patrol services
3/23/2017	3/18/2017	5774			935.55	Sentry Security & Investigations	Security patrol services
				Total	**144,232.64**		

OXBOW GOLF AND COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
			Total	**0.00**		

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
3/23/2017	2/28/2017	148213	160007	26.00	Ohnstad Twichell, P.C.	Legal - Mondragon eminent domain
03/21/17	03/21/17			1,002,367.69	The Title Company	Property purchase - Shakey's Pizza
			Total	**1,002,393.69**		
			Grand Total	**2,809,923.61**		

Civil Design Inc.
609 Main Avenue S
Brookings, SD 57006
605-696-3200

Flood Diversion Board of Authority
Ohnstad Twichell PC
Katie Bertsch
PO Box 458
West Fargo, ND 58078-0458

Invoice number 12568
Date 04/02/2017

Project **2017-015 RRVW - Red River Diversion Tech Assist**

Invoice Summary

Description	Current Billed
SURVEYING	0.00
DRAFTING	0.00
ENGINEERING	340.00
Sales Tax	0.00
Total	**340.00**

Engineering

Professional Fees

	Date	Hours	Rate	Billed Amount
Carey L. Bretsch				
	03/23/2017	1.00	170.00	170.00
Conference Call with CH2M Hill Team				
	03/24/2017	1.00	170.00	170.00
Write summary and send to RRVW				
Subtotal		2.00		340.00
Phase subtotal				340.00
Invoice total				**340.00**

Thank you for your business!

LORI J. JOHNSON
CLAY COUNTY AUDITOR-TREASURER
807 11TH STREET NORTH
P.O. BOX 280
MOORHEAD, MN 56561-0280
218-299-5011
www.claycountymn.gov

2017 Property Tax Statement

Bill#: 988233
Owner Name: METRO FLOOD DIVERSION AUTHORITY

Property ID Number: 15.031.1202

02016513

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

Step 1 — VALUES AND CLASSIFICATION

Taxes Payable Year:	2016	2017
Estimated Market Value:	10,100.00	9,100.00
Improvements Excluded:		
Homestead Exclusion:	0.00	0.00
Taxable Market Value:	10,100.00	9,100.00
New Improvements/ Expired Exclusions:		
Property Classification:	Ag Non-Hstd	Ag Non-Hstd

Step 2 — PROPOSED TAX

$52.00

Step 3 — PROPERTY TAX STATEMENT

First half taxes due:	5/15/2017	52.00
Second half taxes due:		0.00
Total Taxes Due in 2017:		52.00

$$$ REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Property Description:

Acres: 2.02
2.02 AC IN GOVT LT 1 BEG 2517.15' W OF NE COR OF; S 533.82', NW'LY 110.48', W'LY101.94' ETC (TRACT D) 31-137-48
Section 31 Township 137 Range 048

Tax Detail for Your Property:

Taxes Payable Year:		2016	2017
1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. ☐			0.00
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		0.00	
Tax and Credits			
3. Property taxes before credits		58.00	52.00
4. Credits that reduce property taxes	A. Agricultural market value credits	0.00	0.00
	B. Other Credits	0.00	0.00
5. Property taxes after credits		58.00	52.00
Property Tax by Jurisdiction			
6. County Clay		46.38	41.41
7. City or Town TOWN OF HOLY CROSS		3.91	3.78
8. State General Tax		0.00	0.00
9. School District SCHOOL DISTRICT 146			
	A. School District Other	5.97	5.27
	B. School District Voter Approved	0.00	0.00
10. Special Taxing Districts	A. Special Taxing Districts	1.74	1.54
	B. TIF	0.00	0.00
	C.		
	D.		
11. Non-school voter approved referenda levies		0.00	0.00
12. Total property tax before special assessments		58.00	52.00
13. Special assessments Principal: 0.00	Interest: 0.00	0.00	0.00
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		**58.00**	**52.00**

PAYABLE 2017 2nd HALF PAYMENT STUB

2

TO AVOID PENALTY PAY ON OR BEFORE:
Property ID#:

SECOND 1/2 TAX AMOUNT DUE: 0.00

PENALTY:

Bill #:

Taxpayer:

MAKE CHECKS PAYABLE & MAIL TO:

02016513

Clay County Auditor-Treasurer
807 11th Street North • P.O. Box 280
Moorhead, Minnesota 56561-0280

Your cancelled check is proof of payment. Please write your Property ID # on your check. Postdated checks are not held. Only official U.S. Postmark determines payment mail date. No receipt sent unless requested and is void until check is honored.

PAYABLE 2017 1st HALF PAYMENT STUB

1

TO AVOID PENALTY PAY ON OR BEFORE: 5/15/2017
Property ID#: 15.031.1202

FULL TAX AMOUNT: 52.00
FIRST 1/2 TAX AMOUNT DUE: 52.00

Bill #: 988233

PENALTY:

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

MAKE CHECKS PAYABLE & MAIL TO:

Clay County Auditor-Treasurer
807 11th Street North • P.O. Box 280
Moorhead, Minnesota 56561-0280

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CLAY COUNTY ASSESSOR
807 11TH STREET NORTH
MOORHEAD, MN 56560
218-299-5017
www.claycountymn.gov

VALUATION NOTICE

2017 Values for Taxes Payable in 2018

Property tax notices are delivered on the following schedule:
Valuation and Classification Notice

Step 1

Class:	Ag Non-Hstd
Estimated Market Value:	8,200
Homestead Exclusion:	
Taxable Market Value:	8,200

See Details Below

02016513

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

Step 2 **Proposed Taxes Notice**
Notice of Proposed Taxes Coming November 2017

Step 3 **Property Tax Statement**
Property Tax Statement for taxes payable in 2018 Coming March 2018

The time to appeal or question your CLASSIFICATION or VALUATION Is NOW!
It will be too late when proposed taxes are sent

Property ID#: 15.031.1202

You must have appealed to the Local Board of Appeal meeting first in order to appear before the County Board of Appeal. To appear at the County Board of Appeal you must call the Assessor to get on the agenda.

Property Information (legal description and/or property address)

2.02 AC IN GOVT LT 1 BEG 2517.15' W OF NE COR OF; S 533.82', NW'LY 110.48', W'LY101.94' ETC (TRACT D)
31-137-48
Section 31 Township 137 Range 048

Property Address:

Your Property's Classification(s) and Values	**Taxes Payable in 2017 (2016 Assessment)**	**Taxes Payable in 2018 (2017 Assessment)**
The assessor has determined your property's classification(s) to be:	Ag Non-Hstd	Ag Non-Hstd
The assessor has estimated your property's market value to be: **Estimated Market Value:**	9,100	8,200
Several factors can reduce the amount that is subject to tax:		
Green Acres Value Deferral		
Rural Preserve Value Deferral		
Platted Vacant Land Exclusion		
JOBZ Amount Exempted		
This Old House Exclusion		
Disabled Veterans Exclusion		
Mold Damage Exclusion		
Homestead Market Value Exclusion		
Taxable Market Value (TMV)	**9,100**	**8,200**

☐ **If this box is checked, your classification has changed from last year's assessment.**

The classification(s) of your property affect the rate at which your value is taxed.

New improvements included in 2016 Estimated Market Value: $

02016513

HOW TO RESPOND: If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meeting. If the property information is not correct, you disagree with the values or you have other questions about this notice, please contact your assessor first to discuss any questions or concerns. Often your issues can be resolved at this level. If your questions or concerns are not resolved, more formal appeal options are available. Please read the back of this notice for important information about the formal appeal process.

Local Board of Appeal and Equalization/Open Book Meeting	**County Board of Appeal and Equalization**
8:00 AM - 4:30 PM THURSDAY, APRIL 20, 2017 COURTHOUSE - 807 11TH ST N, MHD TO SCHEDULE AN APPT CALL 218-299-5017	6:30 PM TUESDAY, JUNE 13, 2017 COURTHOUSE - 807 11TH ST N, MHD TO SCHEDULE AN APPT CALL 218-299-5017

Please read the back of this notice for important appeal information

LORI J. JOHNSON
CLAY COUNTY AUDITOR-TREASURER
807 11TH STREET NORTH
P.O. BOX 280
MOORHEAD, MN 56561-0280
218-299-5011
www.claycountymn.gov

2017 Property Tax Statement

Bill#: 988048
Owner Name: METRO FLOOD DIVERSION AUTHORITY

Property ID Number: 15.030.4702

02016639

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

Step 1 — VALUES AND CLASSIFICATION

Taxes Payable Year:	2016	2017
Estimated Market Value:	48,000.00	43,500.00
Improvements Excluded:		
Homestead Exclusion:	0.00	0.00
Taxable Market Value:	48,000.00	43,500.00
New Improvements/ Expired Exclusions:		
Property Classification:	Ag Non-Hstd	Ag Non-Hstd

Step 2 — PROPOSED TAX

$252.00

Step 3 — PROPERTY TAX STATEMENT

First half taxes due:	5/15/2017	126.00
Second half taxes due:	11/15/2017	126.00
Total Taxes Due in 2017:		252.00

$$$

REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Property Description:

Acres: 9.52
9.52 A IN GOVT LT 4 BEG 2595.65' W OF SE COR OF SEC 30 N 162.84'; NW 222.07'; W 189.48' ETC (TRACT C)

Tax Detail for Your Property:

Taxes Payable Year:			2016	2017
	1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. ☐			0.00
	2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		0.00	
Tax and Credits	3. Property taxes before credits		272.00	252.00
	4. Credits that reduce property taxes	A. Agricultural market value credits	0.00	0.00
		B. Other Credits	0.00	0.00
	5. Property taxes after credits		272.00	252.00
Property Tax by Jurisdiction	6. County Clay		216.76	201.38
	7. City or Town TOWN OF HOLY CROSS		18.57	18.07
	8. State General Tax		0.00	0.00
	9. School District SCHOOL DISTRICT 146			
		A. School District Other	28.39	25.17
		B. School District Voter Approved	0.00	0.00
	10. Special Taxing Districts	A. Special Taxing Districts	8.28	7.38
		B. TIF	0.00	0.00
		C.		
		D.		
	11. Non-school voter approved referenda levies		0.00	0.00
	12. Total property tax before special assessments		272.00	252.00
	13. Special assessments Principal: 0.00	Interest: 0.00	0.00	0.00
	14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		**272.00**	**252.00**

PAYABLE 2017 2nd HALF PAYMENT STUB

2

TO AVOID PENALTY PAY ON OR BEFORE: 11/15/2017

Property ID#: 15.030.4702

SECOND 1/2 TAX AMOUNT DUE: 126.00

PENALTY:

Bill #: 988048

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

MAKE CHECKS PAYABLE & MAIL TO:

02016639

Clay County Auditor-Treasurer
807 11th Street North • P.O. Box 280
Moorhead, Minnesota 56561-0280

Your cancelled check is proof of payment. Please write your Property ID # on your check.
Postdated checks are not held. Only official U.S. Postmark determines payment mail date.
No receipt sent unless requested and is void until check is honored.

PAYABLE 2017 1st HALF PAYMENT STUB

1

TO AVOID PENALTY PAY ON OR BEFORE: 5/15/2017

Property ID#: 15.030.4702

FULL TAX AMOUNT: 252.00

FIRST 1/2 TAX AMOUNT DUE: 126.00

PENALTY:

Bill #: 988048

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

MAKE CHECKS PAYABLE & MAIL TO:

Clay County Auditor-Treasurer
807 11th Street North • P.O. Box 280
Moorhead, Minnesota 56561-0280

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CLAY COUNTY ASSESSOR
807 11TH STREET NORTH
MOORHEAD, MN 56560
218-299-5017
www.claycountymn.gov

VALUATION NOTICE

2017 Values for Taxes Payable in 2018

Property tax notices are delivered on the following schedule:
Valuation and Classification Notice

02016639

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

Step 1

Class:	Ag Non-Hstd	***See Details Below***
Estimated Market Value:	39,000	
Homestead Exclusion:		
Taxable Market Value:	39,000	

Step 2 **Proposed Taxes Notice**
Notice of Proposed Taxes Coming November 2017

Step 3 **Property Tax Statement**
Property Tax Statement for taxes payable in 2018 Coming March 2018

The time to appeal or question your CLASSIFICATION or VALUATION Is NOW!
It will be too late when proposed taxes are sent

Property ID#: 15.030.4702

You must have appealed to the Local Board of Appeal meeting first in order to appear before the County Board of Appeal. To appear at the County Board of Appeal you must call the Assessor to get on the agenda.

Property Information (legal description and/or property address)

9.52 A IN GOVT LT 4 BEG 2595.65' W OF SE COR OF SEC 30 N 162.84'; NW 222.07'; W 189.48' ETC (TRACT C)

Property Address:

Your Property's Classification(s) and Values	**Taxes Payable in 2017 (2016 Assessment)**	**Taxes Payable in 2018 (2017 Assessment)**
The assessor has determined your property's classification(s) to be:	Ag Non-Hstd	Ag Non-Hstd
The assessor has estimated your property's market value to be:		
Estimated Market Value:	**43,500**	**39,000**
Several factors can reduce the amount that is subject to tax:		
Green Acres Value Deferral		
Rural Preserve Value Deferral		
Platted Vacant Land Exclusion		
JOBZ Amount Exempted		
This Old House Exclusion		
Disabled Veterans Exclusion		
Mold Damage Exclusion		
Homestead Market Value Exclusion		
Taxable Market Value (TMV)	**43,500**	**39,000**

☐ **If this box is checked, your classification has changed from last year's assessment.**

The classification(s) of your property affect the rate at which your value is taxed.

New improvements included in 2016 Estimated Market Value: $

02016639

HOW TO RESPOND: If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meeting. If the property information is not correct, you disagree with the values or you have other questions about this notice, please contact your assessor first to discuss any questions or concerns. Often your issues can be resolved at this level. If your questions or concerns are not resolved, more formal appeal options are available. Please read the back of this notice for important information about the formal appeal process.

Local Board of Appeal and Equalization/Open Book Meeting	**County Board of Appeal and Equalization**
8:00 AM - 4:30 PM THURSDAY, APRIL 20, 2017 COURTHOUSE - 807 11TH ST N, MHD TO SCHEDULE AN APPT CALL 218-299-5017	6:30 PM TUESDAY, JUNE 13, 2017 COURTHOUSE - 807 11TH ST N, MHD TO SCHEDULE AN APPT CALL 218-299-5017

Please read the back of this notice for important appeal information

LORI J. JOHNSON
CLAY COUNTY AUDITOR-TREASURER
807 11TH STREET NORTH
P.O. BOX 280
MOORHEAD, MN 56561-0280
218-299-5011
www.claycountymn.gov

2017 Property Tax Statement

Bill#: 967995
Owner Name: METRO FLOOD DIVERSION AUTHORITY

Property ID Number: 15.030.4701

02016583

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

Step 1 — VALUES AND CLASSIFICATION

Taxes Payable Year:	2016	2017
Estimated Market Value:	47,600.00	14,100.00
Improvements Excluded:		
Homestead Exclusion:	0.00	0.00
Taxable Market Value:	0.00	0.00
New Improvements/ Expired Exclusions:		
Property Classification:	Exempt	Exempt

Step 2 — PROPOSED TAX

$0.00

Step 3 — PROPERTY TAX STATEMENT

First half taxes due:	5/15/2017	42.00
Second half taxes due:		0.00
Total Taxes Due in 2017:		42.00

$$$

REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Property Description:

Acres: 14.11
14.11 AC OF GOV'T LOT 4 BEG 2595.65' W OF SE COR (TRACT A & A-1) 30-137-48
Section 30 Township 137 Range 048

Line 13 Special Assessment Detail:

SW-2017	42.00

Principal: 42.00
Interest: 0.00

Tax Detail for Your Property:

Taxes Payable Year:		2016	2017
1.	Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. ☐		0.00
2.	Use these amounts on Form M1PR to see if you are eligible for a special refund.	0.00	
Tax and Credits 3.	Property taxes before credits	0.00	0.00
4.	Credits that reduce property taxes — A. Agricultural market value credits	0.00	0.00
	B. Other Credits	0.00	0.00
5.	**Property taxes after credits**	0.00	0.00
Property Tax by Jurisdiction 6.	County Clay	0.00	0.00
7.	City or Town TOWN OF HOLY CROSS	0.00	0.00
8.	State General Tax	0.00	0.00
9.	School District SCHOOL DISTRICT 146		
	A. School District Other	0.00	0.00
	B. School District Voter Approved	0.00	0.00
10.	Special Taxing Districts — A. Special Taxing Districts	0.00	0.00
	B. TIF	0.00	0.00
	C.		
	D.		
11.	Non-school voter approved referenda levies	0.00	0.00
12.	Total property tax before special assessments	0.00	0.00
13.	Special assessments Principal: 42.00 Interest: 0.00	42.00	42.00
14.	**YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS**	**42.00**	**42.00**

PAYABLE 2017 2nd HALF PAYMENT STUB

2

TO AVOID PENALTY PAY ON OR BEFORE:
Property ID#:

SECOND 1/2 TAX AMOUNT DUE: 0.00

PENALTY:

Bill #:

Taxpayer:

MAKE CHECKS PAYABLE & MAIL TO:

02016583

Clay County Auditor-Treasurer
807 11th Street North • P.O. Box 280
Moorhead, Minnesota 56561-0280

Your cancelled check is proof of payment. Please write your Property ID # on your check.
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PAYABLE 2017 1st HALF PAYMENT STUB

1

TO AVOID PENALTY PAY ON OR BEFORE: 5/15/2017
Property ID#: 15.030.4701

FULL TAX AMOUNT: 42.00
FIRST 1/2 TAX AMOUNT DUE: 42.00

Bill #: 967995

PENALTY:

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

MAKE CHECKS PAYABLE & MAIL TO:

Clay County Auditor-Treasurer
807 11th Street North • P.O. Box 280
Moorhead, Minnesota 56561-0280

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CLAY COUNTY ASSESSOR
807 11TH STREET NORTH
MOORHEAD, MN 56560
218-299-5017
www.claycountymn.gov

VALUATION NOTICE

2017 Values for Taxes Payable in 2018

Property tax notices are delivered on the following schedule:
Valuation and Classification Notice

02016583

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

Step 1

Class:	NH Rur Vac Land	*See Details Below*
Estimated Market Value:	14,100	
Homestead Exclusion:		
Taxable Market Value:	0	

Step 2 **Proposed Taxes Notice**
Notice of Proposed Taxes Coming November 2017

Step 3 **Property Tax Statement**
Property Tax Statement for taxes payable in 2018 Coming March 2018

The time to appeal or question your CLASSIFICATION or VALUATION Is NOW!
It will be too late when proposed taxes are sent

Property ID#: 15.030.4701

You must have appealed to the Local Board of Appeal meeting first in order to appear before the County Board of Appeal. To appear at the County Board of Appeal you must call the Assessor to get on the agenda.

Property Information (legal description and/or property address)

14.11 AC OF GOV'T LOT 4 BEG 2595.65' W OF SE COR (TRACT A & A-1) 30-137-48
Section 30 Township 137 Range 048

Property Address: 387 170 AVE SW MOORHEAD MN

Your Property's Classification(s) and Values	Taxes Payable in 2017 (2016 Assessment)	Taxes Payable in 2018 (2017 Assessment)
The assessor has determined your property's classification(s) to be:	Exempt	NH Rur Vac Land
The assessor has estimated your property's market value to be: **Estimated Market Value:**		**14,100**
Several factors can reduce the amount that is subject to tax:		
Green Acres Value Deferral		
Rural Preserve Value Deferral		
Platted Vacant Land Exclusion		
JOBZ Amount Exempted		
This Old House Exclusion		
Disabled Veterans Exclusion		
Mold Damage Exclusion		
Homestead Market Value Exclusion		
Taxable Market Value (TMV)		

[X] **If this box is checked, your classification has changed from last year's assessment.**

The classification(s) of your property affect the rate at which your value is taxed.

New improvements included in 2016 Estimated Market Value: $

02016583

HOW TO RESPOND: If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meeting. If the property information is not correct, you disagree with the values or you have other questions about this notice, please contact your assessor first to discuss any questions or concerns. Often your issues can be resolved at this level. If your questions or concerns are not resolved, more formal appeal options are available. Please read the back of this notice for important information about the formal appeal process.

Local Board of Appeal and Equalization/Open Book Meeting	County Board of Appeal and Equalization
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Please read the back of this notice for important appeal information

LORI J. JOHNSON
CLAY COUNTY AUDITOR-TREASURER
807 11TH STREET NORTH
P.O. BOX 280
MOORHEAD, MN 56561-0280
218-299-5011
www.claycountymn.gov

2017 Property Tax Statement

Bill#: 967859
Owner Name: METRO FLOOD DIVERSION AUTHORITY

Property ID Number: 15.031.1201

02016584

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

Step 1 — VALUES AND CLASSIFICATION

Taxes Payable Year:	2016	2017
Estimated Market Value:	2,200.00	2,200.00
Improvements Excluded:		
Homestead Exclusion:	0.00	0.00
Taxable Market Value:	2,200.00	2,200.00
New Improvements/ Expired Exclusions:		
Property Classification:	NH Rur Vac Land	NH Rur Vac Land

Step 2 — PROPOSED TAX

$12.00

Step 3 — PROPERTY TAX STATEMENT

First half taxes due:	5/15/2017	12.00
Second half taxes due:		0.00
Total Taxes Due in 2017:		12.00

$$$

REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Property Description:

Acres: 2.19
2.19 AC OF LOT 1 BEG 2758.69'W OF NE COR (TRACT B) 31-137-48
Section 31 Township 137 Range 048

Tax Detail for Your Property:

Taxes Payable Year:		2016	2017
1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. ☐			0.00
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		0.00	
Tax and Credits			
3. Property taxes before credits		12.00	12.00
4. Credits that reduce property taxes	A. Agricultural market value credits	0.00	0.00
	B. Other Credits	0.00	0.00
5. Property taxes after credits		12.00	12.00
Property Tax by Jurisdiction			
6. County Clay		9.47	9.45
7. City or Town TOWN OF HOLY CROSS		0.85	0.91
8. State General Tax		0.00	0.00
9. School District SCHOOL DISTRICT 146			
	A. School District Other	1.30	1.27
	B. School District Voter Approved	0.00	0.00
10. Special Taxing Districts	A. Special Taxing Districts	0.38	0.37
	B. TIF	0.00	0.00
	C.		
	D.		
11. Non-school voter approved referenda levies		0.00	0.00
12. Total property tax before special assessments		12.00	12.00
13. Special assessments Principal: 0.00	Interest: 0.00	0.00	0.00
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		**12.00**	**12.00**

PAYABLE 2017 2nd HALF PAYMENT STUB

2

TO AVOID PENALTY PAY ON OR BEFORE:

Property ID#:

SECOND 1/2 TAX AMOUNT DUE: 0.00

PENALTY:

Bill #:

Taxpayer:

MAKE CHECKS PAYABLE & MAIL TO:

02016584

Clay County Auditor-Treasurer
807 11th Street North • P.O. Box 280
Moorhead, Minnesota 56561-0280

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PAYABLE 2017 1st HALF PAYMENT STUB

1

TO AVOID PENALTY PAY ON OR BEFORE: 5/15/2017

Property ID#: 15.031.1201

FULL TAX AMOUNT: 12.00

FIRST 1/2 TAX AMOUNT DUE: 12.00

Bill #: 967859

PENALTY:

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

MAKE CHECKS PAYABLE & MAIL TO:

Clay County Auditor-Treasurer
807 11th Street North • P.O. Box 280
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CLAY COUNTY ASSESSOR
807 11TH STREET NORTH
MOORHEAD, MN 56560
218-299-5017
www.claycountymn.gov

VALUATION NOTICE

2017 Values for Taxes Payable in 2018

Property tax notices are delivered on the following schedule:
Valuation and Classification Notice

Step 1

Class:	NH Rur Vac Land	***See Details Below***
Estimated Market Value:	2,200	
Homestead Exclusion:		
Taxable Market Value:	2,200	

02016584

Taxpayer: METRO FLOOD DIVERSION AUTHORITY
211 9TH ST S
FARGO ND 58103-1833

Step 2 **Proposed Taxes Notice**
Notice of Proposed Taxes Coming November 2017

Step 3 **Property Tax Statement**
Property Tax Statement for taxes payable in 2018 Coming March 2018

The time to appeal or question your CLASSIFICATION or VALUATION Is NOW!
It will be too late when proposed taxes are sent

Property ID#: 15.031.1201

You must have appealed to the Local Board of Appeal meeting first in order to appear before the County Board of Appeal. To appear at the County Board of Appeal you must call the Assessor to get on the agenda.

Property information (legal description and/or property address)

2.19 AC OF LOT 1 BEG 2758.69'W OF NE COR (TRACT B) 31-137-48
Section 31 Township 137 Range 048

Property Address:

Your Property's Classification(s) and Values	**Taxes Payable in 2017 (2016 Assessment)**	**Taxes Payable in 2018 (2017 Assessment)**
The assessor has determined your property's classification(s) to be:	NH Rur Vac Land	NH Rur Vac Land
The assessor has estimated your property's market value to be: **Estimated Market Value:**	**2,200**	**2,200**
Several factors can reduce the amount that is subject to tax:		
Green Acres Value Deferral		
Rural Preserve Value Deferral		
Platted Vacant Land Exclusion		
JOBZ Amount Exempted		
This Old House Exclusion		
Disabled Veterans Exclusion		
Mold Damage Exclusion		
Homestead Market Value Exclusion		
Taxable Market Value (TMV)	**2,200**	**2,200**

☐ **If this box is checked, your classification has changed from last year's assessment.**

The classification(s) of your property affect the rate at which your value is taxed.

New improvements included in 2016 Estimated Market Value: $

02016584

HOW TO RESPOND: If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meeting. If the property information is not correct, you disagree with the values or you have other questions about this notice, please contact your assessor first to discuss any questions or concerns. Often your issues can be resolved at this level. If your questions or concerns are not resolved, more formal appeal options are available. Please read the back of this notice for important information about the formal appeal process.

Local Board of Appeal and Equalization/Open Book Meeting	**County Board of Appeal and Equalization**
8:00 AM - 4:30 PM THURSDAY, APRIL 20, 2017 COURTHOUSE - 807 11TH ST N, MHD TO SCHEDULE AN APPT CALL 218-299-5017	6:30 PM TUESDAY, JUNE 13, 2017 COURTHOUSE - 807 11TH ST N, MHD TO SCHEDULE AN APPT CALL 218-299-5017

Please read the back of this notice for important appeal information

Recommending Contracting Actions.

Date: April 26, 2017

Description	Company	Budget Estimate ($)
Construction Change Orders – Diversion Authority		
WP 42C.2 – Demolition of Park East Apartments **Change Order 02** • Deduct unused unit rate budget to reconcile the final contract price.	Landwehr Construction, Inc	**(7,500.00)**
Total		**(7,500.00)**

Technical Advisory Group Recommendation

Meeting Date: 4/18/2017

RECOMMENDATION FOR ACTION:

The Technical Advisory Group have reviewed and recommends approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures, Section 5.C(2), that were adopted by the Diversion Authority on November 10, 2016, the Owner's Program Management Consultant (PMC) or Engineer of Record (EOR) shall submit a construction Change Order request to the Technical Advisory Group. The Technical Advisory Group shall review the Change Order request during its next regular meeting after receiving the Change Order request, and make a recommendation as to approval or denial of the Change Order request.

The Owner's Representative has reviewed and recommends the following Contract Action(s):

Description	Budget Estimate ($)
Landwehr Construction, Inc.	
Change Order #2 (Final Cost Accounting Change Order)	*$(7,500.00)*
WP-42C.2, Demolition of Park East Apartments – Delete unused unit rate budget	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Substantial Completion	Comments
Original Contract	0.00	1,089,888.00	1,089,888.00	16-Nov-15	15-Jan-16	Contract Award to lowest responsive bidder, Landwehr Construction, Inc.
Change Order No. 1	1,089,888.00	87,263.74	1,177,151.74	16-Nov-15	18-Feb-16	Abatement of additional asbestos containing materials, utility costs.
Change Order No. 2	1,177,151.74	(7,500.00)	1,169,651.74	16-Nov-15	18-Feb-16	Balancing Change Order; deduct unused unit rate budget.

Change Order No. 2 deletes the unused $7,500.00 budget for bid item 0007, *Over Excavation as Directed by Owner's Representative*. This work was not necessary to complete the project.

The resulting total of $1,169,651.74 represents the final value of all work performed under the Contract. The Contractor has already requested and received final payment; this Change Order simply reconciles the final Contract Price to this amount.

This is the final administrative task and the project will be closed after Board approval of the Change Order.

ATTACHMENT(S):

Draft Change Order No. 2

Submitted by:

Tyler Smith, P.E.
Construction Services Manager
CH2M – Metro Flood Diversion Project

4/12/2017
Date

Nathan Boerboom, Diversion Authority Project Manager
Concur: *April 13, 2017* *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: *April 19, 2017* *Non-Concur:* _____

Mark Bittner, Fargo Director of Engineering
Concur: *April 19, 2017* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *April 13, 2017* *Non-Concur:* _____

David Overbo, Clay County Engineer
Concur: *April 12, 2017* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *April 12, 2017* *Non-Concur:* _____

Change Order No. 02

Date of Issuance:	4/27/2017	Effective Date:	4/27/2017
Owner:	Metro Flood Diversion Authority	Owner's Contract No.:	WP-42C.2
Owner's Representative:	CH2M HILL Engineers, Inc.	Owner's Representative Project No.:	479407
Contractor:	Landwehr Construction	Contractor's Project No.:	
Engineer:	Houston-Moore Group, LLC	Work Package No.:	WP-42C.2
Project:	Fargo-Moorhead Area Diversion	Contract Name:	Park East Apartments Demolition

The Contract is modified as follows upon execution of this Change Order:

Description:

1. FINAL CONTRACT AMOUNT

   Deduct $7,500.000 from the Contract Price by deleting the budget for unit price item 0007, *Over Excavation as Directed by Owner's Representative*. This project required no over excavation to reach completion so this budget was unused.

   The resulting total of $1,169,651.74 represents the final value of all work performed under the Contract and the amount paid to the Contractor by the Owner.

Attachments:

- Change Order 2 Unit Price Schedule dated 4/27/17

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **1,089,888.00**	Original Contract Times: Substantial Completion: January 15, 2016 Ready for Final Payment: February 15, 2016
[Increase] [~~Decrease~~] from previously approved Change Order 01: **87,263.74**	[~~Increase~~] [~~Decrease~~] from previously approved Change Order 01: Substantial Completion: 35 days Ready for Final Payment: May 15, 2016
Contract Price prior to this Change Order: **1,177,151.74**	Contract Times prior to this Change Order: Substantial Completion: February 18, 2016 Ready for Final Payment: May 15, 2016
[~~Increase~~] [Decrease] of this Change Order: **7,500.00**	[~~Increase~~] [~~Decrease~~] of this Change Order: NA
Contract Price incorporating this Change Order: **1,169,651.74**	Contract Times with all approved Change Orders: Substantial Completion: February 18, 2016 Ready for Final Payment: May 15, 2016

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	
	Owner's Representative (Authorized Signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Name:	Tyler Smith, P.E.	Name:	Tim Mahoney	Name:	Nick Linnemann
Title:	Construction Manager	Title:	Chairman	Title:	Project Manager
Date:		Date:		Date:	

WP-42C.2
Park East Demolition

Change Order 2 Unit Price Schedule
DATE: 4/27/2017

WP-42C.2 - Park East Demolition											
ITEM	DESCRIPTION	UNIT	Current Budget (thru CO-01)			Net Change			New Budget		
			QUANTITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT	QUANITY	UNIT PRICE	AMOUNT
0001	Building Demolition	LS	1	1,125,263.74	$ 1,125,263.74				1	1,125,263.74	$ 1,125,263.74
0002	Removal Pavement All Thickness All Types	SY	3134	4.00	$ 12,536.00				3134	4.00	$ 12,536.00
0003	Remove Curb and Gutter	LF	476	2.00	$ 952.00				476	2.00	$ 952.00
0004	Temporary Erosion Control	LS	1	9,500.00	$ 9,500.00				1	9,500.00	$ 9,500.00
0005	Traffic Control	LF	1	1,200.00	$ 1,200.00				1	1,200.00	$ 1,200.00
0006	Temporary Fence - Safety	LS	1	20,200.00	$ 20,200.00				1	20,200.00	$ 20,200.00
0007	Over Excavation as Directed By Owner's Representative	CY	500	15.00	$ 7,500.00	(500)	$ 15.00	$ (7,500.00)	0	15.00	$ -
WP-42C.2 - TOTAL AMOUNT			**CURRENT BUDGET**		**$ 1,177,151.74**	**NET CHANGE**		**$ (7,500.00)**	**NEW BUDGET**		**$ 1,169,651.74**

Recommended Contracting Awards

Date: April 26, 2017

Description	Company	Budget Estimate ($)
Construction Contracts – Diversion Authority		
WP 43E.3 – Oxbow City Park Relocation • Relocation of city park.	Earthwork Services, Inc.	**$620,891.80**
WP 42G – General Landscape and Plantings • Landscaping and plantings along the completed in-town flood walls.	Hoffman & McNamara Co.	**$519,954.74**
Total		**$1,140,846.54**

Recommended Contracting Awards

Date: April 26, 2017

Description	Company	Budget Estimate ($)
Construction Contracts – Diversion Authority		
WP 43E.3 – Oxbow City Park Relocation • Relocation of city park.	Earthwork Services, Inc.	**$620,891.80**

Work Package 43E.3
Oxbow Park Relocation
BID OPENING: April 11th, 2017

BID SUMMARY

Bidder Name	Bid Price	Bid Bonds	Contractor Lic.	Addenda
Earthworks Servics	$1020,891.80	✓	✓	✓
Midwest construction Group		✓	✓	X

Recommended Contracting Awards

Date: April 26, 2017

Description	Company	Budget Estimate ($)
Construction Contracts – Diversion Authority		
WP 42G – General Landscape and Plantings • Landscaping and plantings along the completed in-town flood walls.	Hoffman & McNamara Co.	**$519,954.74**

Work Package 42G
Landscaping
BID OPENING: April 18th, 2017

BID SUMMARY

Bidder Name	Bid Price	Bid Bonds	Contractor Lic.	Addenda
Hoffman & McNamara	$519,954.74	✓	✓	✓
Pro Landscapers LLC	$587,110.65	✓	✓	✓
S & S Landscaping	$584,621.88	✓	✓	✓