METRO FLOOD DIVERSION AUTHORITY
Thursday, September 8, 2016
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		Information
	a. PMC report	Item 4a.	
	b. Corps of Engineers report		
5.	Administrative/Legal		Information/action
6.	Technical		Information/action
	a. Recommended Contracting Actions	Item 6a.	
7.	Public Outreach		Information/action
	a. Committee report		
	b. Business Leaders Task Force update		
8.	Finance		Information/action
	a. Committee report		
	b. 2016 Proposed Budget Adjustments	Item 9b.	
	c. 2016 Program Budget Status	Item 9c.	
	d. Voucher approval	Item 9d.	
9.	Other Business		
10.	Next Meeting – September 22, 2016		
11.	Adjournment		

cc: Local Media

METRO FLOOD DIVERSION AUTHORITY
AUGUST 25, 2016—3:30 PM

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, August 25, 2016, at 3:30 PM in the Fargo City Commission Room with the following members present: Cass County Commission representative Darrell Vanyo via conference call; Cass County Commissioner Mary Scherling; Cass County Commissioner Ken Pawluk; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Dave Piepkorn; Fargo City Commissioner John Strand; Moorhead City Council Member Nancy Otto; Clay County Commissioner Kevin Campbell; Clay County Commissioner Grant Weyland; Cass County Joint Water Resource District Manager Mark Brodshaug; and West Fargo City Commissioner Mike Thorstad. Moorhead City Mayor Del Rae Williams and Moorhead City Council Member Chuck Hendrickson were absent.

2. MINUTES APPROVED

MOTION, passed

Mrs. Scherling moved and Mr. Brodshaug seconded to approve the minutes from the August 11, 2016, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

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

4. ADMINISTRATIVE/LEGAL UPDATE

Attorney John Shockley said the Public Private Partnership (P3) procurement team continues to respond to requests for information from interested parties.

5. MANAGEMENT UPDATE

Program management consultant (PMC) report

Randy Richardson from CH2M said staff continue to respond to the Minnesota DNR to questions regarding the Minnesota permit. He said there should be a response from the MN DNR in about two weeks.

Mr. Richardson said Lieutenant General Todd Semonite, Commanding General of the U.S. Army Corps of Engineers, was in town this week to visit with local leaders regarding the project. Mr. Piepkorn was pleased to hear that the Commander believes the FM Area Diversion will be used as an example for other Corps projects.

6. TECHNICAL UPDATE

Recommended Contracting Actions Summary

Ty Smith from CH2M reviewed two change orders and one work change directive:

Construction Change Orders

- Industrial Builders Change Order 10 (2nd Street North Pump Station)—decorative fence modifications and differing subsurface conditions–removals in the amount of $42,312.57.
- Industrial Builders, Inc. Change Order 11 (Flood Control - 2nd Street North, South of Pump Station)—differing subsurface conditions–removals, repair existing storm manholes, contaminated soil removal, storm structure modification, impressioned concrete addition, bid item accounting correction, and update owner's rep and engineer roles and responsibilities in the amount of $52,242.85.

MOTION, passed

Mr. Campbell moved and Ms. Otto seconded to approve the appropriation of funds for the outlined Construction Change Orders with Industrial Builders, Inc. On roll call vote, the motion carried unanimously.

Work Change Directive

Mr. Smith discussed Work Change Directive No. 6 with ICS, Inc. to install two still wells in the wet well and relocate ultrasonic transducers (level sensors). The work is necessary so the level sensors are working correctly at the 4th Street pump station. He discussed the difference between a Work Change Directive (WCD) and a Change Order (CO). A WCD is a tool used to authorize work to be done before the construction price is finalized and in many instances, the work is time sensitive. He estimates the cost will be $25,000 to $30,000 and will impact the project schedule by 7-10 days. The request is for the board to approve the WCD, which will authorize the work to be done, but the contractor will not be paid until after the CO is brought back to the board for approval.

Mr. Pawluk has some concerns and is trying to understand the basis of the request. Mr. Smith said some type of change needs to be implemented in order for the pumps to work. There was discussion on the responsibility of the engineer and associated cost for the repair. Mr. Mahoney said the WCD could be approved with the stipulation that the engineer's responsibility is reviewed.

MOTION, passed

Mr. Piepkorn moved and Mr. Campbell seconded to proceed with the repair as outlined in the Work Change Directive with ICS, Inc. and determine the cost liability before approval of the change order. Discussion: Mr. Campbell asked if this is a warranty issue. Mr. Smith said the problem was discovered when the pump was tested, so it wouldn't have been discovered until then and therefore is not a warranty issue. Mrs. Scherling said there does not appear to be a formal process in place on change orders. Mr. Mahoney suggested the technical committee give a presentation on the subject at a future meeting. There was discussion on the financial impact to the budget due to change orders. Mr. Richardson said a presentation will be given at the September 8th board meeting regarding basic budget reporting. Mr. Brodshaug said it is reasonable to expect a certain number of change orders, but agreed that the process on how they are handled may need some improvements. On roll call vote, the motion carried unanimously.

7. EXECUTIVE SESSION

Attorney John Shockley said under North Dakota state law the board is allowed to meet in private session to consult with legal counsel.

MOTION, passed

Mr. Campbell moved and Mrs. Scherling seconded that the Metro Flood Diversion Authority meet in executive session pursuant to North Dakota Century Code 44-04-19.1 for the purposes of attorney client communications and update regarding matters arising out of or related to the on-going litigation matters of: (i) the Richland County WRD vs. ND State Engineer; (ii) The Richland Wilkin JPA vs. MN DNR; and (iii) Richland/Wilkin Joint Powers Auth. v. Army Corps of Eng'rs. and City of Oxbow as intervenors. Discussion: Mr. Strand asked about including more detailed statutory language regarding the executive session on the agenda. Mr. Shockley said if the board wishes, that protocol can be used for future executive sessions. Motion carried.

Diversion Authority board members, key administrative and engineering staff, Attorney Erik Johnson and Attorney John Shockley moved to the River Room at 3:58 PM. Also present via conference call was Attorney Robert Cattanach from Dorsey & Whitney LLP.

The executive session ended at 4:38 PM and the meeting was re-opened to the public.

MOTION, passed

Ms. Otto moved and Mr. Campbell seconded that the Metro Flood Diversion Authority intervene in the case of Richland-Wilkin Joint Powers Authority v. State of Minnesota Department of Natural Resources so as to represent and protect the interests of the Metro Flood Diversion Authority, and support the Minnesota DNR in its defense of its determination that the Minnesota EIS is adequate, and direct the law firm of Dorsey & Whitney, LLP to file the documents necessary to undertake such action with the Minnesota Court of Appeals. On roll call vote, the motion carried unanimously.

8. NEXT MEETING DATE

The next meeting will be held on Thursday, September 8, 2016.

9. ADJOURNMENT

MOTION, passed

On motion by Mr. Piepkorn, seconded by Mr. Strand, and all voting in favor, the meeting was adjourned at 4:45 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant

FM Area Diversion Project

PROGRAM BASELINE BUDGET (2015$) AS OF 08 SEPT 2016

	Program Budget	Actuals thru 29 Jul 2016	Remaining Program Budget	Estimate At Completion (EAC)	Variance
PROGRAM	**2,205,566,043**	**237,167,806**	**1,864,249,434**	**2,205,566,043**	**-**
System Wide	387,013,542	71,295,052	315,718,490	387,013,542	-
Diversion Channel & Assoc. Infrastructure	761,174,298	-	761,174,298	761,174,298	-
Southern Embankment & Assoc. Infrastructure	534,539,702	4,955,258	529,584,445	534,539,702	-
Mitigation & Associated Infrastructure	402,500,338	160,917,497	241,582,841	402,500,338	-
Enabling Work	16,189,361	-	16,189,361	16,189,361	-
Complementary In-Town Flood Protection	104,148,803	-	104,148,803	104,148,803	-

PROGRAM BASELINE SCHEDULE as of 08 Sep 2016

FLOOD DIVERSION AUTHORITY

2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026

H1 H2 | H1 H2 | H1 H2 | H1 H2 | J F M A M J J A S O N D | J F M A M J J A S O N D | J F M A M J J A S O N D | Q1 Q2 Q3 Q4 | Q1 Q2 Q3 Q4 | Q1 Q2 Q3 Q4 | Q1 Q2 Q3 Q4 | Q1 Q2 Q3 Q4 | Q1 Q2 Q3 Q4 | H1 H2 | H1 H2

Key Program Milestones

FED / City / County
- ROD
- Congressional Approval
- Federal Appropriation
- Sales Tax Vote
- JPA Signed
- PPA Signed
- Capital Program Complete

DA

PERMITTING
- MN EIS Final
- AD per DNR Schedule

DCAI
- Phase 1 Land Acquisition Complete
- Phase 2 Land Acquisition Complete
- Phase 3 Land Acquisition Complete
- SEAI Land Complete
- DCAI Substantially Complete
- P3 O&M

SEAI
- SEAI Construction Start
- SEAI Substantially Complete

MAI
- Mitigation Land Complete
- MAI Substantially Complete

DCAI

LAND
- PHASE 1 - LAND ACQUISITION — 11%
- PHASE 2 - LAND ACQUISITION
- PHASE 3 - LAND ACQUISITION

PPP (P3)
- NOI
- Industry Day
- RFQ Advertisement
- Short List Selection
- Issue RFP
- Proposals Due
- P3 Developer Selection
- Financial / Commercial Close
- NTP

CONSTRUCTION
- P3

SEAI

LAND
- LAND ACQUISITION — 14.2%

DESIGN
- DESIGN — 17.9%

CONSTRUCTION
- CONSTRUCTION

MAI

LAND
- LAND ACQUISITION — 16.0%

DESIGN
- DESIGN — 36.3%

CONSTR
- MITIGATION — 18%
- IN TOWN (RED RIVER) — 26.4%
- OHB — 23%
- COMSTOCK

EW

DESIGN
- DESIGN

CONSTR
- ENABLING WORKS

Note

DCAI - Diversion Channel & Associated Infrastructure

SEAI - Southern Embankment & Associated Infrastructure

MAI - Mitigation & Associated Infrastructure

EW - Enabling Works

FLOOD DIVERSION AUTHORITY

Item 6a.

Recommended Contracting Actions Summary

Date: September 08, 2016

Description	Company	Budget Estimate ($)
Construction Change Orders		
6.a.1 WP-42A.1/A.3,(4th Street Pump Station) Change Order #05 • Addition of sanitary sewer overflow connection for emergency use and removal of asbestos containing material.	ICS, Inc.	70,363.71
6.a.2 WP-42F.1S (Flood Control – 2nd St. N., South of Pump Station), Change Order #12 • Differing subsurface conditions and water main pipe bursting	Industrial Builders, Inc.	77,641.54
6.a.3 WP-42F.1N 2nd Street North (North of Pump Station) – Change Order #02 • Differing subsurface conditions, fire hydrants and vault 3A relocation, temporary water and BNSF Project Delay	Industrial Builders, Inc.	206,380.00
Total Construction Change Orders		**354,385.25**
Professional Services Agreement and Task Order		
6.a.4 AON Risk Services Central, INC • Professional Services Agreement		
6.a.5 Task Order No. 1, Amendment 0 • Pre-Award Public-Private-Partnership (P3) Risk Advisory Services.	AON Risk Services Central, Inc.	150,000.00

Recommended Contracting Actions Summary

6.a.1 WP-42A.1/A.3,(4th Street Pump Station) Change Order #05

Technical Advisory Group Recommendation

Meeting Date: 9/1/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate ($)
ICS, Inc.	
Change Order #05	***$70,363.71***
WP-42A.1/A.3, 4th Street Pump Station – Addition of sanitary sewer overflow connection for emergency use, and T&M budget for additional costs to remove the 78" pipes now known to be coated in asbestos-containing material.	

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Budget ($) Change	Previous Project Cost	Revised Project Cost	Project Start	Project Completion	Comments
WP-42A.1/A.3 contract	17,361,616.35	0.00	17,361,616.35	11-Dec-14	11-Nov-16	Awarded 4th Street Pump Station and 2nd Street South Floodwall
Change Order 1	268,555.24	17,361,616.35	17,630,171.59	11-Dec-14	11-Nov-16	Fargo Highrise parking lot modifications and other costs
Change Order 2	176,462.97	17,630,171.59	17,806,634.56	11-Dec-14	11-Nov-16	Unknown underground structures and other costs
Change Order 3	(10,570.93)	17,806,634.56	17,796,063.63	11-Dec-14	11-Nov-16	Deduct exterior electrical work and install fence, bollards, and lights at Fargo Highrise
Change Order 4	15,174.67	17,796,063.63	17,811.238.30	11-Dec-14	11-Nov-16	Time extensions and multiple cost adjustments for Engineer- and Owner-directed items.
Work Change Directive 6	17,811,238.30	~40,000.00	17,851,238.30*	11-Dec-14	11-Nov-16	Install stilling wells for ultrasonic transducers
Change Order 5	17,851,238.30*	70,363.71	17,921,602.01*	11-Dec-14	11-Nov-16	Last of suspended changes, sanitary overflow connection, T&M budget for ACM removal

** Includes estimated amount for work to perform WCD-006 (installation of stilling wells) which will be finalized in a future Change Order.*

DISCUSSION

Change Order No. 5 increases the Contract Price by **$70,363.71** for the following items:

1. **Overflow piping.** The project design impacts an existing passive (i.e., non-human interaction) overflow. Environmental agency requirements have been recently updated, which require these passive overflows to be eliminated whenever infrastructure upgrades occur. Since this project impacts an existing overflow, the project will provide a means for utilizing a mobile pump to temporarily transfer overflow to the storm sewer system on an emergency basis only.

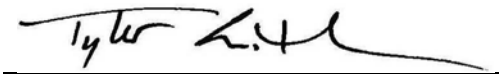
   The contractor proposed a Lump Sum cost of $10,363.71 for all labor and materials to install this connection. HMG and the City of Fargo reviewed this amount and found it reasonable. This work is also included in Work Change Directive 007 which is currently out for Chairman Vanyo's signature.

2. **T&M budget for asbestos removal**. The project scope includes removal of two existing 78" corrugated metal pipes that pass through the levee. At the time of bidding it was unknown that the pipes were coated with an asbestos-containing material (ACM), but during preparations for removal it was determined that this is in fact likely. Subsequent testing by Terracon confirmed the presence of ACM. This change item adds a budget of $60,000 to handle the additional costs for properly disposing of the ACM on a Time & Material basis. The Contractor will be paid only for costs that are actually incurred, and only after validation by HMG and CH2M field personnel. Unused budget will be deducted from the Contract Price at project closeout. There is currently no known schedule change associated with this item.

ATTACHMENT(S):

Draft Change Order No. 5

Submitted by:



Tyler Smith, P.E.
CH2M HILL
Project Manager
Metro Flood Diversion Project

9/1/2016
Date

Keith Berndt, Cass County Administrator
Concur: *08Sep2016* *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: *02Sep2016* *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: *02Sep2016* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *08Sep2016* *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: *02Sep2016* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *02Sep2016* *Non-Concur* _____

Nathan Boerboom, Diversion Authority Project Manager
Concur: *02Sep2016* *Non-Concur:* _____

Recommended Contracting Actions Summary

6.a.2 WP-42F.1S (Flood Control – 2nd St. N., South of Pump Station), Change Order #12

Technical Advisory Group Recommendation

Meeting Date: 8/31/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate ($)
WP-42F.1S: Industrial Builders Inc.	
Change Order #12	***$77,641.54***

- **WP-42F.1S, 2nd Street North (South of Pump Station) – Differing subsurface conditions and water main pipe bursting**

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	0.00	0.00	16,184,905.85	08-Oct-15	15-Jun-17	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	16,184,905.85	0.00	16,184,905.85	08-Oct-15	15-Jul-17	Adds 30 days to the Contract Time, revises Interim Milestone A work items, and adds an option for descoping a portion of the Work
Change Order No. 2	16,184,905.85	169,490.20	16,354,396.05	08-Oct-15	15-Jul-17	Incorporates Work revisions to allow work around utility lines
Change Order No. 3	16,354,396.05	96,806.17	16,451,202.22	08-Oct-15	15-Jul-17	Water main, traffic poles, traffic control plan, Milestone A scope
Change Order No. 4	16,451,202.22	6,985.96	16,458,188.18	08-Oct-15	15-Jul-17	Bridge Lighting, concrete disposal, winter traffic control, extend 4th St signal mods requirement
Change Order No. 5	16,458,188.18	68,743.01	16,526,931.19	08-Oct-15	15-Jul-17	Concrete grading within pump station, Unit price change, additional H Pile, bridge abutment seal, traffic signals, bridge abutment concrete disposal and floodwall connections.
Change Order No. 6	16,526,931.19	89,243.21	16,616,174.40	08-Oct-15	15-Jul-17	10 Feet of additional flood wall, incentive and disincentive changes to the Agreement.

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
Change Order No. 7	16,616,174.40	16,378.55	16,632,552.95	08-Oct-15	22-Jul-17	Tee Manhole Addition, SS-10 Manhole Revision
Change Order No. 8	16,632,552.95	257,901.37	16,890,454.32	08-Oct-15	22-Jul-17	Differing Subsurface Conditions, floating castings
Change Order No. 9	16,890,454.32	(55,349.74)	16,835,104.58	08-Oct-15	22-Jul-17	Differing Subsurface Condition, Wall Penetrations, CenturyLink Concrete Removal, Furnish and Install Signal Light Pull Boxes, City Hall Construction Accommodation and Misc. Items
Change Order No. 10	16,835,104.58	32,505.68	16,867,610.26	08-Oct-15	22-Jul-17	Disposal of 2B Vault, Differing Subsurface Conditions – Silo Disposal in Case Plaza, and Floodwall Cap Modification
Change Order No. 11	16,867,610.26	52,242.85	16,919,853.11	08-Oct-15	22-Jul-17	Differing Subsurface Conditions July Removals, Repair Storm Manholes, Contaminated Soils Removal, Storm Structure ST-8 Cover, Impressioned Concrete Modifications, Administrative – Accounting Change, Administrative – Owner's Rep and Engineer Roles and Responsibilities Change
Change Order No. 12	16,919,853.11	77,641.54	16,997,494.65	08-Oct-15	22-Jul-17	Differing subsurface conditions and water main pipe bursting

DISCUSSION

Change Order No. 12 adds new and modifies existing scope elements to total an increase of $77,641.54 to the Contract Price. The Change Order consists of the following items:

1. **Differing subsurface conditions –** Continued removal of unsuitable subsurface materials and debris. HMG reviewed Contractor's documentation and found the cost of $75,196.30 to be acceptable. There is no schedule change associated with this change item.

2. **Pipe bursting** – Existing water main at the intersection of 1st Ave N and 3rd St N was to be removed and replaced through an open trench. Contractor encountered previously unknown conflicts with a concrete-encased Centurylink duct bank running north/south in the intersection. Contractor, HMG, and City of Fargo evaluated the situation together and determined that removal and replacement by pipe bursting would be the least-cost method of accommodating the differing subsurface condition.

   The net change in Contract Price is an increase of $2,445.24 based on 42 linear feet of pipe installed by the bursting method instead of open trench. This amount is the result of adding 42 linear feet under new bid item *0246, Pipe Bursting 1st Ave N and 3rd St N* for an increase of $10,215.24, and deleting 42 LF under existing bid item *0051, F&I Watermain Pipe w/GB C900 DR 18 – 8" dia PVC* for a decrease of $7,770.00.

   HMG reviewed the proposed price for pipe bursting and found it acceptable. HMG also calculated the quantity to be deducted, and the resulting deduct amount is based on the awarded unit rate. There is no schedule change associated with this change item.

ATTACHMENT(S):

1. Contractor documentation and pricing for these items is not attached because the file is nearly 100 pages. It is available for review upon request.

Submitted by:

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

8/31/2016
Date

Keith Berndt, Cass County Administrator
Concur: *01Sep2016* *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: *01Sep2016* *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: *01Sep2016* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *01Sep2016* *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: *01Sep2016* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *01Sep2016* *Non-Concur* _____

Nathan Boerboom, Diversion Authority Project Manager
Concur: *01Sep2016* *Non-Concur:* _____

Recommended Contracting Actions Summary

6.a.3 WP-42F.1N 2nd Street North (North of Pump Station) – Change Order #02

Technical Advisory Group Recommendation

Meeting Date: 8/31/2016

RECOMMENDATION FOR ACTION:

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

SUMMARY OF CONTRACTING ACTION:

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

List description of Contract Action(s):

Description	Budget Estimate ($)
WP-42F.1N: Industrial Builders Inc.	
Change Order #02	***$206,380.00***

- **WP-42F.1N, 2nd Street North (North of Pump Station) – Differing Subsurface Conditions, Fire Hydrants and Vault 3A Relocation, Temporary Water for Area Businesses, Howard Johnson Foundation Removal, and BNSF Project Delay**

Summary of Contracting History and Current Contract Action:

Original Agreement or Amendment	Previous Project Cost	Budget ($) Change	Revised Project Cost	Project Start	Project Completion	Comments
Original Contract	0.00	12,969,699.05	12,969,699.05	25-Apr-16	1-Jul-17	Contract Award recommended to lowest responsive bidder, Industrial Builders, Inc.
Change Order No. 1	12,969,699.05	8,122.00	12,977,821.05	25-Apr-16	1-Jul-17	Water Main Insulation, Floodwall Caps Modification
Change Order No. 2	12,977,821.05	206,380.00	13,184,201.05	25-Apr-16	1-Jul-17	Differing Subsurface Conditions, Fire Hydrants and Vault 3A Relocation, Temporary Water for Area Businesses, Howard Johnson Foundation Removal, and BNSF Project Delay

DISCUSSION

Change Order No. 2 adds new and modifies existing scope elements to total an increase of $206,380.00 to the Contract Price and 34-day extension to the Project Times. The Change Order consists of the following items:

1. **Differing Subsurface Conditions –** Other projects in the vicinity of WP-F.1N have encountered significant unsuitable subsurface materials, debris, and previously unknown structures. This change item adds a budget of $200,000 to this project to handle similar differing conditions on a Time & Materials basis. The Contractor will only be paid only for removal costs that are actually incurred, and only after validation by HMG and CH2M field personnel. Unused budget will be deducted from the Contract Price at project closeout. There is no known schedule change associated with this item.

2. **Fire Hydrants and Vault 3A Relocation –** This change provides a new location for a fire hydrant and sanitary sewer vault 3A in coordination between HMG, City of Fargo, and the Contractor. There is no change to the Contract Price or schedule for this item.

3. **Temporary Water for Area Businesses –** Project plans had not required a provision for temporary water service to businesses in the area of the 4th Ave N and 3rd St N intersection because the Engineer expected an interruption less than the 8-hour limit allowed by City of Fargo specifications. However, when the Contractor began coordinating for the interruption City representatives decided that temporary service was appropriate anyway. HMG reviewed the proposed pricing of $1,980.00 and found it acceptable. There is no change to the schedule for this item.

4. **Howard Johnson Foundation Removal –** This item provides for removal of a portion of the Howard Johnson Hotel foundation wall that was originally part of the demolition under WP-42C.1, but was descoped under that project's Change Order No. 3. The TAG recommendation form for that Change Order included the following discussion:

   > *The Engineer and City of Fargo rep were concerned that removal of portions of foundation wall in the pool area could damage an existing sanitary sewer lines. They directed that these walls remain in place until this line is taken out of service in the near future, at which point the walls can be removed by the 42F.1N contractor (IBI).*
   >
   > *Landwehr proposed a deduct of $(2,400) for leaving the walls in place. CH2M did a high-level review of this amount and feels it is appropriate considering the equipment and staff were already on site, and it would have been a small part of the much larger demo effort.*
   >
   > *IBI proposed $4,400 to remove the walls under 42F.1N. Considering that IBI has not planned or mobilized for a demo effort on this site, the added cost of $2,000 appears to be understandable considering they will not have the economy of scale and effort that Landwehr had.*
   >
   > *The existing sanitary line under the foundation walls is known to be delicate and a break could potentially be costly to the City of Fargo. The added cost of $2,000 for waiting to remove the walls appears to be an appropriate cost for mitigating the risk of damaging the line while it is active.*
   >
   > *If TAG agrees, then a deduct of $(2400) will be added to this Change Order No. 3 for Landwehr, and $4,400 will be added to a future Change Order for IBI on 42F.1N.*

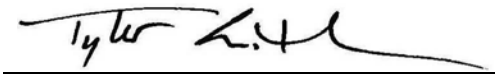
   CH2M now recommends removal of the foundation wall at $4,400 cost to WP-F.1N because it is consistent with the previously approved plan.

5. **BNSF Project Delay –** Project plans and schedule were based on a 30-day BNSF review period for submittals related to railroad right-of-way items. The actual period was considerably longer when BNSF did not meet its review commitments, and the Contrator subsequently claimed over 40 days of extension. CH2M reviewed the Contractor's progress schedule and the details of the BNSF review times and concluded there are 34 days of legitimate schedule impact to the Contractor. HMG and the City of Fargo reviewed CH2M's findings and also concluded that a 34-day extension is appropriate.

ATTACHMENT(S):

1. Draft Change Order No. 2

Submitted by:



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

8/31/16
Date

Keith Berndt, Cass County Administrator
Concur: *01Sep2016* *Non-Concur:* _____

April Walker, Fargo City Engineer
Concur: *08Sep2016* *Non-Concur* _____

Mark Bittner, Fargo Director of Engineering
Concur: *01Sep2016* *Non-Concur:* _____

Jason Benson, Cass County Engineer
Concur: *01Sep2016* *Non-Concur* _____

David Overbo, Clay County Engineer
Concur: *01Sep2016* *Non-Concur:* _____

Robert Zimmerman, Moorhead City Engineer
Concur: *01Sep2016* *Non-Concur* _____

Nathan Boerboom, Diversion Authority Project Manager
Concur: *01Sep2016* *Non-Concur:* _____

PROFESSIONAL SERVICES AGREEMENT

Related to:

THE
FARGO-MOORHEAD AREA DIVERSION PROJECT

BY AND BETWEEN

METRO FLOOD DIVERSION AUTHORITY
as Diversion Authority

and

AON RISK SERVICES CENTRAL, INC.
as Aon

Dated as of July 1, 2016

This instrument was drafted by:
Ohnstad Twichell, P.C. (JTS)
P.O. Box 458
West Fargo, North Dakota 58078-0458

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of July 1, 2016, by and between the Metro Flood Diversion Authority ("Diversion Authority") and Aon Risk Services Central, Inc. ("Aon") (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 Aon to provide the Diversion Authority advice and support regarding the P3 insurance, performance security, and risk issues related to the Project, including assistance in the drafting and negotiating of agreements for the DCAI WP; and

WHEREAS, the Diversion Authority desires to enter into a professional services agreement with Aon and retain Aon to provide risk management and advisory services to the Diversion Authority commencing on July 1, 2016.

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

1. EMPLOYMENT. The Diversion Authority hires Aon, which accepts the hiring with the Diversion Authority pursuant to this Agreement.

2. SCOPE OF DUTIES. Aon shall provide risk management advisory services to the Diversion Authority for insurance, performance security requirements and risk management services in conjunction with the Diversion Authority's portion of the Project. Aon shall furnish all services and labor necessary to conduct and complete the services described herein. Aon's items of work may include, but are not limited to, the following items, as appropriate for the Project:

   A. Provide insurance, performance security, and risk management advice as requested regarding matters affecting, or that could potentially affect, the Project.

   B. Participate in presentations, briefings, and reporting to the Diversion Authority Board and other decision making bodies.

C. Work and liaise with other Diversion Authority service providers and state, local, and federal agencies regarding the Project.

D. Attend meetings or participate in conference calls with the Diversion Authority's personnel and/or consultants and other interested parties to discuss the details of the Project.

E. Assist in identification, assessment and allocation of project risks.

F. Review and comment on insurance, performance security, and risk provisions of the RFP, Project Agreement, and other project documents.

G. Participate in the procurement process, including workshops, meetings, and evaluations.

The Diversion Authority reserves the right to request similar advisory services on other assignments/projects that are not listed above, under the condition of an "as needed" scope of services.

The Services to be provided by Aon are not of a legal nature, and Aon shall in no event give, or be required to give, any legal opinion or provided any legal representation to the Diversion Authority. Aon recommends that the Diversion Authority seek the review of the Diversion Authority's legal or tax advisors before taking action based upon Aon's statements.

Aon and the Diversion Authority acknowledge that the reliability of our services depends upon the accuracy and completeness of the data supplied to Aon. The Diversion Authority accepts sole responsibility for errors or delays in services solely resulting from inaccurate or incomplete data supplied to Aon, and acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by the Diversion Authority to Aon. Aon 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 Aon's service(s).

The Diversion Authority agrees to provide its project data in the form agreed upon. The Diversion Authority understands and agrees that if data is submitted in a form other than agreed upon, the Diversion Authority shall pay Aon, in addition to the fees set forth in the Agreement the reasonable expenses incurred to merge/convert the data to the agreed upon form so long as Aon has informed the Diversion Authority of such additional expenses and the Diversion Authority has consented in writing to those additional expenses prior to Aon incurring such.

3. TASK ORDERS. Aon shall receive assignments for work under this Agreement through Task Orders authorized and provided by the Diversion Authority. The Diversion Authority shall compensate Aon only for work contained with the Task Orders. If Aon engages in work beyond the scope of a Task Orders, the Diversion Authority shall not compensate Aon 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. A sample Task Order is attached to this Agreement as Exhibit A.

4. PERSONNEL. Aon must provide the services of a "Project Lead" and designated Aon associates and employees under his or her management. All persons assigned by Aon to perform services under this Agreement shall be fully qualified to perform the work assigned to them. Aon 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. Aon must endeavor to minimize turnover of personnel performing services under this Agreement. If the Diversion Authority is dissatisfied with any of Aon's personnel, the Diversion Authority reserves the right to require removal of those personnel from the Task Order. The Diversion Authority shall provide Aon 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.

5. TERM. The term of this Agreement shall begin on *July 1, 2016, and continue through July 1, 2018*, except that this Agreement may be terminated prior to July 1, *2018*, pursuant to the conditions outlined in Section 20 of this Agreement.

6. EXTENSION OF TERM. The parties shall have the right to extend this Agreement for two (2) additional one year periods upon mutual agreement not less than two (2) months prior to the expiration of the initial two (2) year term, which agreement may include revised rates.

7. COMPENSATION. For all services rendered by Aon, the Diversion Authority will pay Aon based on the time spent by those Aon team members working on the Project and the hourly charging rates applicable to those Aon team members. Time will be tracked and billed in fifteen (15) minute increments for each Aon team member. Aon's standard rates are as follows:

Team Member	Hourly Rate
Chris McEvoy	$425
Brian De Bruin	$375
Eric Sullivan	$375
Mike DeLio	$250
David Roth	$350

Any increase in Aon's hourly rates under this Agreement will be agreed to in advance by the Diversion Authority in writing. The compensation is payable following the end of

each month upon submission by Aon of an invoice setting forth the services performed in that month on behalf of the Diversion Authority. If a work order issued under this Agreement contains a not-to-exceed compensation amount, the Diversion Authority will only pay compensation to Aon 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 3 of this Agreement.

8. REIMBURSABLE TRAVEL EXPENSES. The Diversion Authority will be responsible for reimbursing Aon for itemized travel expenses Aon reasonably incurs while performing services under this Agreement.

A. **Allowed Expenses**. Specifically, the Diversion Authority will reimburse Aon for:
   (1) Reasonable and necessary transportation (including airfare) at Aon's actual cost. All air transportation is limited to coach fares. Contractor must book all air transportation at least fourteen (14) days prior to travel, unless the Diversion Authority agrees otherwise in writing. Private vehicle ground transportation is limited to $0.54 per mile or the IRS standard mileage rate for business miles driven.
   (2) Meals associated with overnight travel, as Aon's actual cost. Meal costs may not exceed $100.00 per person per day, unless the Diversion Authority agrees otherwise in writing.
   (3) Incidental expenses incurred while traveling: up to $25.00 per person for each full 24-hour period. The Diversion Authority will not reimburse incidental expenses incurred in connection with travel less than 24 hours or for fractional days.
   (4) Lodging expenses incurred while traveling, at Aon's actual cost. Lodging costs may not exceed $150.00 (per day per person), plus tax, unless the Diversion Authority agrees otherwise in writing.

B. **Non-allowed Expenses**. The Diversion Authority will not reimburse Aon for:
   (1) Meals not associated with overnight travel;
   (2) Any travel expense not listed in Section 8(A) of this Agreement; or
   (3) Use of Aon's office for meetings related to work pursuant to the Agreement.

C. **Requirements**. Except as otherwise directed by the Diversion Authority, Aon must submit a written travel plan to the Diversion Authority prior to incurring travel expenses. The written travel plan must include the reason for the trip, the number of persons traveling, the types of expenses Aon expects to incur, and the estimated costs. Except as otherwise directed by the Diversion Authority, the Diversion Authority must approve the written travel plan prior to the travel or the Diversion Authority will not reimburse Aon for the expense.

D. **Limitations**. The Diversion Authority will not pay Aon for more than one employee to attend Project-related workshops, meetings, evaluations, presentations, briefings, negotiations, etc., unless the Diversion Authority approves, in writing, the attendance of multiple individuals.

9. REIMBURSABLE OTHER EXPENSES. The Diversion Authority will be responsible for reimbursing Aon for itemized other expenses Aon reasonably incurs while performing services under this Agreement.

A. **Allowed Expenses**. Specifically, the Diversion Authority will reimburse Aon for:
   (1) Postage, overnight delivery, or courier services at Aon's actual costs.
   (2) Facsimile transmissions and long-distance telephone charges at Aon's actual cost.
   (3) Copies at $0.10 per page.

Aon shall be responsible for the payment of all other expenses, including travel expenses, in any way associated with the duties to be discharged by it under the terms of this Agreement, and the Diversion Authority has no responsibility whatsoever for additional payments for services rendered, costs, fees or expenses incurred in the rendering of those duties. All expense reimbursement requests by Aon shall be set out specifically in the invoicing to the Diversion Authority.

10. INVOICING AND PAYMENT.

A. Aon must submit invoices to the Diversion Authority no more often than once per month, for services provided and allowed expenses incurred during the preceding month. Aon's Project Lead 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.

B. Aon must submit each original invoice to:

Metro Flood Diversion Authority
APInvoicesFMDiv@ch2m.com

C. Aon's invoices must be detailed and precise. Aon's invoices must clearly indicate fees and expenses incurred for the current billing period month and include at least the following information:
   (1) Aon's name and address;
   (2) Aon'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;
   (7) Name, billing rate, and hours worked by each person involved in each activity;
   (8) Breakdown of allowed expenses, identified by billing period;
   (9) Total amount of fees and costs "billed to date," including the preceding month; and

(10) Preferred remittance address, if different from the address on the invoice's coversheet.

D. Aon's invoice must be printed on a printed bill head and signed by the Project Lead or other authorized signatory.

E. Aon must keep copies of invoices and receipts and provide copies for the Diversion Authority's review upon request.

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

G. 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 months of receipt of payment, Aon must credit any payment in error from any payment that is due or that may become due to Aon under this Agreement.

H. Aon must pay all fees, fines, taxes, or other costs of doing business related to the services, except for the expenses allowed under Section 8 and Section 9 of this Agreement.

11. RELATIONSHIP BETWEEN PARTIES. Aon 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. Aon shall be free to use such portion of Aon's entire time, energy and skill during the course of this Agreement to meet its contractual obligation to the Diversion Authority. Neither Aon, 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 Aon except for the payment of compensation and expenses specifically set forth in this Agreement, and shall not be responsible for the payment of any cost of living allowances, merit increases, medical insurance, public 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.

12. REPRESENTATIONS AND WARRANTIES. Aon represents and warrants that the following statements are true:

A. Aon 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 Aon 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 Aon'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 Aon's ability to perform under this Agreement.

E. Aon is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.

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

G. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

13. OFFICE SPACE. Aon shall be responsible for provision of all office space necessary to complete its work under the terms of this Agreement.

14. WORKING RELATIONSHIP. Aon's Project Lead shall report to the Diversion Authority's, Executive Director(s) and Program Management Consultant, CH2M. Aon shall work in close cooperation and coordinate with Diversion Authority's advisors: John T. Shockley, local counsel; Ashurst, LLP, P3 legal advisor; and Ernst & Young Infrastructure Advisors, financial advisor, under such terms and conditions as may be set from time to time by the Diversion Authority.

15. INDEPENDENT PROFESSIONAL JUDGMENT. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Aon in accordance with the independent professional judgment of each of its employees. Aon shall require its personnel to perform the services rendered in accordance with accepted principals of its industry in the State of North Dakota. Aon 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 State of North Dakota.

16. PROFESSIONAL AND GENERAL LIABILITY INSURANCE, AND WORKER'S COMPENSATION. Aon shall have the responsibility to provide and pay for professional liability insurance covering Aon and its employees under a policy of insurance having minimum coverage limits of One Million Dollars ($1,000,000.00) per claim. The Diversion Authority shall have no specific responsibility to provide any general liability coverage or worker's compensation coverage for the benefit of Aon's employees during the terms of this Agreement.

A. If any required policy is written on a "claims made" form, Aon 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.

B. Before Aon begins performing services, Aon must send the Diversion Authority certificates of insurance and any applicable endorsements attesting to the existence of coverage. Aon will not allow its polices to be cancelled, lapse, 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 Aon's compliance must reference this Agreement.

C. For insurance to satisfy the requirements of this section, all required insurance must be issued by a carrier with an A.M. Best rating of A-/VII or better that is authorized to transact business in the State of North Dakota.

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

17. INDEMNITY AND INDEMNIFICATION.

A. Aon must hold harmless and indemnify the Diversion Authority from all third party claims, losses, and expenses, including attorney's fees and costs, resulting from: (1) a matter or event related to Aon's acts or omissions related to the performance of this Agreement; or (2) Aon's breach under this Agreement, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

B. The Diversion Authority agrees to defend, indemnify and hold Aon , its directors, officers and employees, harmless from and against any and all third party claims, suits, and demands, and the liabilities, costs and expenses resulting therefrom ("Claims"), that Aon may incur relating to the Services under this Agreement, except to the extent such Claims are fully and finally determined by a court of

competent jurisdiction to have resulted from willful misconduct or fraudulent acts or omissions of Aon in connection with such services.

C. In no event shall Aon be liable to the Diversion Authority, whether in tort (including negligence), contract or otherwise for any amount, in the aggregate, in excess of one million dollars ($1,000,000) under this Agreement, except to the extent fully and finally determined by a court of competent jurisdiction to have resulted from the willful misconduct or fraudulent behavior of Aon, and neither Aon nor the Diversion Authority shall be liable to the other for any consequential, indirect, lost profit, lost opportunity or similar damages relating to Aon's services provided under this Agreement.

18. 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 Aon's retention by the Diversion Authority.

19. BREACH AND REMEDIES.

A. A breach exists under this Agreement if Aon:
   (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 ten (10) days following notice (or within a longer period if specified in the notice).

B. Aon must give the Diversion Authority notice immediately if Aon 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. If a breach exists under this Agreement, the Diversion Authority may do any of the following:
   (1) Require Aon to enter into non-binding mediation;
   (2) Terminate this Agreement, in whole or in part; and
   (3) Seek any other available remedy at law or in equity.

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

20. TERMINATION.

A. The Diversion Authority may terminate this Agreement, in whole or in part, for cause if Aon is in breach and Aon has not cured such breach within 10 days, or such longer period as allowed by the Diversion Authority.

B. The Diversion Authority may terminate this Agreement, in whole or in part, or modify or limit Aon's services, and proportionately, Aon's compensation, if:
   (1) The Diversion Authority determines that having Aon provide services has become infeasible due to changes in applicable laws or regulations, or
   (2) Expected or actual funding to compensate Aon is withdrawn, reduced, or limited.

C. Either party may terminate this Agreement, in whole or in part, for any or no reason upon ten (10) days' written notice.

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

E. Aon may withdraw from representing the Diversion Authority:
   (1) With the Diversion Authority's consent;
   (2) Without the Diversion Authority's consent if the Diversion Authority fails to pay Aon any undisputed amount; or
   (3) Without the Diversion Authority's consent if continuing Aon's representation would be unlawful or unethical.

F. Upon receipt of any termination notice from the Diversion Authority, Aon must promptly discontinue all affected services unless the parties mutually agree otherwise.

G. Upon the end date of the Agreement, which is the date when this Agreement as a whole expires or is terminated pursuant to its terms:
   (1) The Diversion Authority will be released from compensating Aon for services other than those Aon satisfactorily performed prior to the end date.
   (2) Aon must submit Aon's final invoice for payment within sixty (60) days of the end date. The Diversion Authority will not pay any Aon invoice received after this period.
   (3) Aon 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, Aon must withdraw as parties mutually agree to the Diversion Authority (and any person represented on the Diversion Authority's behalf) 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 Aon's statutory or ethical duties. Aon must notify the Diversion Authority of any further

services, prior to withdrawal or substitution, which Aon 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.

21. 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 (i) delivered personally, or (ii) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to Aon:	Attn: Michael DeLio Aon Risk Services Central, Inc. 200 East Randolph St. Chicago, IL 60601
If to Diversion Authority:	Attn: Chair Metro Flood Diversion Authority 211 9th St. S P.O. Box 2806 Fargo, ND 58108-2806

Each such mailed notice or communication will be deemed to have been given on the date 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.

22. PROHIBITION AGAINST ASSIGNMENT. Except as otherwise expressly provided in this Agreement, Aon agrees on behalf of itself, its officers and partners and the personal representatives of the same, and any other person or persons claiming any benefits under Aon by virtue of this Agreement, that this Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way by Aon or by any other person claiming under it by virtue of this Agreement, and shall not be subject to execution, attachment or similar process. Any attempt at assignment, transfer, or of pledge or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process shall be null and void and without affect.

23. AUDIT RIGHTS.

A. Aon must allow the Diversion Authority and its designees to review and audit Aon's financial documents and records relating to this Agreement. Upon finalization of the audit, the Diversion Authority will submit to Aon a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to Aon at the completion of an audit.

B. Within sixty (60) days after the date of the Notice of Audit Results, Aon 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, Aon 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. Aon agrees that failure to submit a Response within the sixty (60) 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 the Diversion Authority determines that an overpayment has been made to Aon, Aon 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 Aon fails to repay the overpayment or reach an agreement with the Diversion Authority on a repayment schedule within the thirty (30) day period, Aon 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 Aon 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. Aon 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 only as to any item of expense the disallowance of which was disputed by Aon in a timely-filed Response.

24. OWNERSHIP. As between the parties, the Diversion Authority is the exclusive owner of all material Aon 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, Aon 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. Aon must maintain Aon's records relating to services under this Agreement and Aon's invoices, and all other

materials, in an accessible location and condition for a period of not less than four (4) years after the later of:

A. The date when Aon receives final payment under this Agreement; or

B. The date when the Diversion Authority resolves with Aon the findings of any final audit.

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

Services and Deliverables are for the exclusive use of the Diversion Authority and are not to be relied upon by third parties.

25. CONFIDENTIAL INFORMATION AND PUBLICITY.

A. Aon agrees to hold in confidence the following confidential information:
   (1) All information that the Diversion Authority discloses to Aon; and
   (2) All information to which Aon gains access while providing services under this Agreement.

B. Confidential information does not include any information that Aon can demonstrate has been made available to the public (other than through a breach of this Agreement). As between Aon and the Diversion Authority, the Diversion Authority owns the confidential information, and the Diversion Authority authorizes Aon to use it only for purposes of performing this Agreement. Aon may also disclose the Diversion Authority's confidential information to the extent necessary to comply with law, provided Aon gives the Diversion Authority prior written notice. Upon the end date of this Agreement, Aon 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, Aon 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. Aon 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. Aon 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.

26. MODIFICATION. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only upon an agreement in writing approved by the Diversion Authority and signed by the Chair of the Diversion Authority. 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. In the event the Diversion Authority either appoints or engages Aon as its Broker of Record or in another similar relationship, the parties shall enter into a separate service agreement.

27. 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.

28. 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 Aon, 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.

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

30. SEVERABILITY. If any court of competent jurisdiction declares any provision or part of this Agreement to be invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable.

31. CONTROLLING LAW AND VENUE. This Agreement shall be controlled by the laws of the State of North Dakota, 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 an appropriate venue in the State of North Dakota. Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this proposal or any services provided to the Diversion Authority by Aon or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

This Agreement is executed the day and year above noted.

DIVERSION AUTHORITY:

Metro Flood Diversion Authority

By: _____
Chair

AON:

Aon Risk Services Central, Inc.

By: _____
Name:
Title:

EXHIBIT A

This is Task Order No. 1, Amendment 0, consisting of 4 pages.

AON Risk Services Central, Inc.

Task Order No. 1, Amendment 0

Pre-Award Public-Private-Partnership (P3) Risk Advisory Services

In accordance with Paragraph 1.01 of the Agreement Between **Fargo-Moorhead Flood Diversion Authority** ("Diversion Authority") and **AON Risk Services Central, Inc (AON)** for Professional Services, dated _____, 2016 ("Agreement"), Diversion Authority and AON agree as follows:

The parties agree that nothing herein shall preclude AON from invoicing for work authorized under a prior Authority Work Directive and performed prior to effective date of this Task Order, even to the extent such prior work was revised by this Task Order.

1. Specific Project Data
    - A. Title: Pre-Award Public-Private-Partnership (P3) Risk Advisory Services
    - B. Description: Analyze insurance and risk issues and support the drafting and negotiating of agreements being developed by the Diversion Authority's advisors: General Counsel (Ohnstad Twichell), Owner's Agent (CH2M), Financial Advisor (EYIA), and Legal Advisor (Ashurst).
    - C. Background: The Diversion Authority and the USACE have entered into a Project Partnership Agreement (PPA) for construction of the Project under a Split Delivery, and With the Diversion Authority's portion to be delivered as a Public Private Partnership (P3). The Diversion Authority has begun the procurement process for a P3 Developer with the issuance of Requests for Qualifications and the preparation of a Request for Proposals.
2. Services of AON
    - A. Meetings and Coordination
        - i. Provide staff to attend meetings and workshops, including:
            1. A two (2) day Industry Day meeting in Fargo.
            2. A kickoff meeting in Chicago.
            3. Coordination conference calls and meetings as requested by the Dicersion Authority or its advisors.
    - B. Assistance with Preparation of Draft P3 Procurement Documents
        - i. Undertake a risk analysis of the potential insurance issues and requirements of the Project. This risk review will include in particular:
            1. Property risks including physical damage, business interruption, and delay in start-up;
            2. Liability risks including casualty, workers compensation, environmental risks, and marine,
            3. Completed operations/product defect and professional indemnity risks;
            4. Performance risk exposures;
            5. Flood and other weather related force majeure risks;
            6. Terrorism exposures and coverages available to transfer that risk; and

7. Other relevant insurable and uninsurable risks unique to the project.

ii. Advise on contractual risk allocation, risk mitigation, and the transfer of such risks, particularly with regard to indemnity and insurance clauses;

iii. Prepare an analysis of the types of performance security and insurance best-suited for the Project including sample bond forms, terms, limits, deductibles, etc. for design of insurance specifications for the Project, information memorandum, and other related documents for internal discussions;

iv. Advise as to compliance with any applicable state & local insurance laws and,

v. Assist the Diversion Authority in identification of owner controlled insurance coverages that could be purchased by the Diversion Authority. These coverages may include Owner's Interest Project Specific General Liability, Owners Protective Professional Indemnity, Flood Insurance and any other Project Specific coverages as the District requires.

C. Supplemental Farm Revenue Replacement Program for Summer Operation Study.

i. Conduct a study of the proposed Supplemental Farm Revenue Replacement Program for Summer Operation, considering the following items:

1. Self-Insurance vs Purchased Policy - assist with quantifying the risks and assessing the advantages and disadvantages of a self-funded Program as well as purchasing a policy.

2. Purchased Policy Options. Determine options available for purchased policies.

3. Claims Administration. Determine options to administer claims, both with Project operation and without Project operation.

D. Deliverables include:

i. Risk Analysis

ii. Recomendations of performance securities and insurance

iii. Supplemental Farm Revenue Replacement Program for Summer Operation Study

iv. Others as requested by the Dicersion Authority or its advisors.

E. Services Not Included:

i. This scope of work does not include services post selection of a P3 Developer.

---

3. Diversion Authority Responsibilities

Diversion Authority shall have those responsibilities set forth in the Agreement.

4. Times for Rendering Services

Phase	Start Time	Completion Time
A and B	May 26, 2016	August 31, 2017
C	September 8, 2016	October 31, 2016

5. Payments to AON

   A. Diversion Authority shall pay Engineer for services rendered as follows:

      I. Compensation for services in Subtasks 2.A, 2.B, and 2.C shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown the Agreement.

   B. AON will notify Diversion Authority when 80 percent of the budget is expended.

   C. AON will submit an amendment for additional compensation when 90 percent of the budget is expended, or confirm to Diversion Authority that this Task Order can be completed for the remaining budget.

   D. AON will not perform work beyond 100 percent of the budget without Diversion Authority's authorization by an amendment to this Task Order.

Subtask	Budget ($)
2.A. Meetings and Coordination	50,000
2.B. Assistance with Preparation of Draft P3 Procurement Documents	70,000
2.C. Supplemental Farm Revenue Replacement Program for Summer Operation Study	30,000
TOTAL	**150,000**

   A. The terms of payment are set forth in the Agreement

6. Sub-Consultants: None

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference: Agreement

10. Terms and Conditions: Execution of this Task Order by Diversion Authority and AON shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. AON is authorized to begin performance upon its receipt of a copy of this Task Order signed by Diversion Authority.

The Effective Date of this Task Order is _____.

AON:	OWNER:
AON Risk Services Central, Inc	**Fargo-Moorhead Metro Diversion Authority**
Signature Date	Signature Date
Name	Darrell Vanyo Name
Title	Chairman, Flood Diversion Board of Authority Title
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name	Keith Berndt Name
Title	Cass County Administrator Title
Address	211 9th Street South PO Box 2806 Fargo, ND 58108-2806 Address
E-Mail Address	berndtk@casscountynd.gov E-Mail Address
Phone	(701) 241-5720 Phone
Fax	(701) 297-6020 Fax

2016 Diversion Authority Cash - Proposed Revisions

	(a)	(b)		(c)	(d)	(e)
Program Budget	**FY2016 Total**	**Paid thru 31 July 2016 FY16**	**Expected Additional Payments FY 2016**	**Remaining FY16 Budget**	**Proposed Budget Re-Allocation**	**Revised FY16 Budget**
				(a-b)		**(a+d)**
PROGRAM	**237,500,000**	**59,525,690**	**177,974,311**	**177,941,130**	**0**	**237,500,001**
Land Acquisition	109,900,000	23,250,312	57,961,297	86,649,688	(28,688,391)	81,211,609
Construction	88,000,000	24,263,726	45,244,069	63,736,274	(18,492,206)	69,507,794
Design/Permitting	7,500,000	3,543,855	4,366,623	3,922,964	410,478	7,910,478
Proj Mgmt/Legal/Financing	12,900,000	8,467,796	51,711,204	4,432,204	47,279,000	60,179,000
Mitigation	800,000	-	800,000	800,000	-	800,000
Utility Relocates	17,000,000	-	16,491,119	17,000,000	(508,881)	16,491,119
Retention	1,400,000	-	1,400,000	1,400,000	-	1,400,000

FY2016 Program Budget Status

(In $Thousands)

FY16 Budget Category	Total Working Budget	Outstanding Encumbrances	Paid FY to Date	Encumbered and Paid Year to Date	Proposed for This Month[1]	Remaining Budget
Land Acquisition	109,900	69,124	23,250	92,374		51,624
Construction	88,000	30,422	22,758	53,180	354	32,091
Design/Permitting	7,500	3,323	3,543	6,866		1,119
Management/ Oversight	12,900	4,790	6,188	10,978		(164)
Other Costs	17,000	2,412	1,508	3,920		15,579
Mitigation	800	366		366		800
Army Corps Local Share			2,279	2,279		(2,279)
Retention	1,400			0		1,034
Total	237,500	110,437	59,526	169,963	354	99,804

Item 9d.

Finance Committee Bills for September 2016

Vendor	Description		
Cass County Joint Water Resource District	Reimburse Diversion bills	$	1,177,607.02
Dorsey & Whitney LLP	Legal Services Rendered through July 31, 2016	$	82,348.34
Total Bills Received in August		$	1,259,955.36

CASS COUNTY
GOVERNMENT

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

August 29, 2016

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

Greetings:

RE: Metro Flood Diversion Project
In-Town Levees Project
Oxbow-Hickson-Bakke Ring Levee Project
Oxbow Golf and Country Club Project

Enclosed please find copies of bills totaling $1,177,607.02 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	$ 32,123.58
In-Town Levees	146,827.93
Oxbow-Hickson-Bakke Ring Levee	627,215.40
Oxbow Golf and Country Club	371,440.11

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

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 8/29/16

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
8/25/2016	8/22/2016	144150	100007	2128.64	Ohnstad Twichell, P.C.	Legal-Right of Entry
8/25/2016	8/22/2016	144155	130007	18819.93	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
8/25/2016	8/22/2016	144191	160007	1080.00	Ohnstad Twichell, P.C.	Legal-MOU regarding drains
8/25/2016	8/22/2016	144189	160007	144.00	Ohnstad Twichell, P.C.	Legal - 1099 preparation
8/25/2016	8/22/2016	144188	160007	2108.01	Ohnstad Twichell, P.C.	Legal-Inlet Right of Entry
8/25/2016	8/9/2016	695119	38810.00001	7,843.00	Larkin Hoffman Attorneys	Legal-Stefonowicz - Sauvageau property
			Total	**32,123.58**		

IN-TOWN LEVEES INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
8/11/2016	7/19/2016			1995.00	Samuel Smith	final rental assistance
08/25/16	05/24/16			1,216.00	Erin and Elizabeth LaVenuta	partial residential moving costs
08/25/16				51,846.35	Cass County Treasurer	2015 tax and penalty on Howard Johnson property
8/25/2016	8/22/2016	381075907	479407	91,770.58	CH2M Hill	Land acquisition Mgmt services for July (78%)
			Total	**146,827.93**		

DIVERSION PROJECT ASSESSMENT DISTRICT (DPAC) INVOICES

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

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

Invoice Paid	Invoice Date	Invoice No.	Purchase Order No.	Project No.	Amount	Vendor	Description
8/25/2016	8/22/2016	144158		140007	10,134.00	Ohnstad Twichell, P.C.	Legal-ROW
8/25/2016	5/27/2016	44923			5,005.00	Turfworks	weed control in Oxbow
08/02/16	08/01/16				170,639.47	Thte Title Company	Property purchase - Hakanson
8/2/2016	8/1/2016				350,184.95	The Title Company	replacement property - Hakanson
8/25/2016	8/19/2016				4,400.00	Joseph and Jolene Sauvageau	Construction costs
8/25/2016	8/19/2016				13.00	Jon and Joan Rustvang	recording fees reimbursement
8/25/2016	8/19/2016				4,850.00	Jon and Joan Rustvang	closing costs
8/25/2018	8/19/2016				5,768.50	A-1 Services of Fargo-Moorhead Inc	moving costs for Rustvang
8/11/2016	8/7/2016	3410			1,165.00	Valley Green and Associates	mowing services on Oxbow properties - July 28th
8/11/2016	8/7/2016	3411			350.00	Valley Green and Associates	mowing services on Kaspari property 7/19 and 7/28
8/11/2016	8/7/2016	3421			925.00	Valley Green and Associates	mowing services on Oxbow properties - July 19th
8/11/2016	8/4/2016			15 invoices	894.42	Cass County Electric Cooperative	Service to various addresses
8/25/2016	8/12/2016			3 invoices	138.41	Cass County Electric Cooperative	Service to various addresses
8/25/2016	8/22/2016	381075907		479407	25,884.01	CH2M Hill	Land acquisition Mgmt services for July (22%)
8/25/2016	8/22/2016	381075908		479407	6,700.00	CH2MHill	Construction Management
8/24/2016	6/30/2016	17190		2830-00	21,313.00	ProSource Technologies, LLC	Acquisition, relocation, file closure & constr draws-Jun
8/25/2016	7/31/2016	17258		2830-00	16,690.37	ProSource Technologies, LLC	Acquisition, relocation, file closure & constr draws-Jul
8/11/2016	8/6/2016	5388			1,001.16	Sentry Security, Inc.	Security patrol services
8/25/2016	8/20/2016	5419			1,159.11	Sentry Security, Inc.	Security patrol services
				Total	**627,215.40**		

OXBOW GOLF AND COUNTRY CLUB INVOICES

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
8/11/2016	8/2/2016	15	1470	370,067.72	Oxbow Golf and Country Club	Landscapes Unlimited - construction of golf course
8/11/2016	8/6/2016			1,372.39	Oxbow Golf and Country Club	Architectural expenditures
			Total	**371,440.11**		
			Grand Total	**1,177,607.02**		

DORSEY
DORSEY & WHITNEY LLP

MINNEAPOLIS OFFICE
612-340-2600

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

August 26, 2016
Invoice No. 3299388

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

For Legal Services Rendered Through July 31, 2016

INVOICE TOTAL

Total For Current Legal Fees	$82,213.00
Total For Current Disbursements and Service Charges	$135.34
Total For Current Invoice	**$82,348.34**

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

FM Metropolitan Area Flood Risk Management Project
Fiscal Accountability Report Design Phase (Fund 790)
As of 8/31/2016

	2011	2012	2013	2014	2015	2016	Cumulative Totals
Revenues							
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	28,748,504	91,600,787
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	56,404,854	119,257,138
State Water Commission	-	-	3,782,215	602,918	31,056,740	63,450,131	98,892,003
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,337,173)	630,000
Reimbursements	-	-	-	-	-	16,770	16,770
Lease/Rental Payments	-	-	17,358	154,180	180,341	257,806	609,685
Asset Sales	-	-	-	616,774	315,892	175,190	1,107,856
Miscellaneous	-	-	1,705	626	427	-	2,758
Total Revenues	**984,750**	**17,005,957**	**19,518,970**	**44,425,900**	**94,465,339**	**135,716,081**	**312,116,997**
Expenditures							
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	2,279,000	6,929,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	490,209	1,457,690
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,180,086	24,695,673
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	5,460,387	26,138,846
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	29,084,386	108,701,640
7931 LERRDS - Minnesota	-	27,996	289,387	13,068	32,452	273,195	636,097
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	-	587,180
7941 WIK Mitigation - Minnesota	-		-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	24,033,046	45,040,739
7951 Construction - Minnesota	-	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	737,790	17,064,295
7955 Construction Management	-	-	-	556,209	2,867,422	3,614,355	7,037,987
7990 Project Financing	-	50,000	70,000	216,376	566,600	2,537,297	3,440,273
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	-	-	-	-	-	116
Total Expenditures	**984,750**	**17,005,957**	**11,991,740**	**45,324,414**	**95,896,147**	**70,689,750**	**241,892,759**

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

		Amount
Assets		
Cash	$	64,271,666
Receivables		
State Water Commission		6,928,765
Proceeds from Oxbow Lot Sales		2,696,997
Total assets		**73,897,428**
Liabilities		
Vouchers payable		-
Retainage payable		3,673,190
Total liabilities		**3,673,190**
NET POSITION	**$**	**70,224,239**

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

	FY 2016 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
Revenue Sources						
City of Fargo	39,375	18,479	28,749			10,626
Cass County	39,375	31,001	56,405			(17,030)
State of ND - 50% Match	40,100	1,870	12,250			27,850
State of ND - 100% Match	109,900	2,056	51,200			58,700
State of Minnesota	-	-	-			-
Other Agencies	8,750	-	(13,337)			22,087
Financing Proceeds	-	-	-			-
Reimbursements	-	0	17			(17)
Sale of Assets	-	-	175			(175)
Property Income	-	5	258			(258)
Miscellaneous	-	-	-			-
Total Revenue Sources	**237,500**	**53,410**	**135,716**			**101,784**
Funds Appropriated						
Army Corp Local Share	47,279	-	2,279		-	45,000
Management Oversight	12,397	2,544	9,565	77%	7,619	(4,787)
Technical Activities	6,766	140	2,180	32%	2,965	1,621
Land Acquisitions	81,195	4,438	29,358	36%	35,836	16,001
Construction	86,103	4,559	24,771	29%	29,004	32,328
Mitigation	2,200	-	-	0%	366	1,834
Other Costs	1,560	436	2,537	163%	2,161	(3,138)
Total Appropriations	**237,500**	**12,117**	**70,690**	**30%**	**77,951**	**88,859**

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-0000-206.10-00	8/24/2016	270635	INDUSTRIAL BUILDERS INC	2,767.49	Pay Retainage	V02812	2ND ST NORTH FLOODWALL
			Total - Retainage Paid	**2,767.49**			
790-7910-429.33-20	8/29/2016	JB08160039	CITY OF FARGO	830.00	CHARGE COF TIME - 8/16	V00102	General & Admin. WIK
			Total WIK - General & Admin. - Accounting Services	**830.00**			
790-7910-429.33-25	8/10/2016	270283	OXBOW, CITY OF	855.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	8/10/2016	270283	OXBOW, CITY OF	370.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	8/10/2016	270283	OXBOW, CITY OF	3,043.66	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	8/10/2016	270283	OXBOW, CITY OF	75.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	8/10/2016	270283	OXBOW, CITY OF	385.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	8/10/2016	270283	OXBOW, CITY OF	3,490.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	8/31/2016	270856	OXBOW, CITY OF	375.00	OHNSTAD TWICHELL	V02407	OXBOW MOU-LEGAL SERVICES
	8/31/2016	270856	OXBOW, CITY OF	6,979.80	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
	8/3/2016	570	P CARD BMO	1,450.00	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK
	9/4/2016	574	P CARD BMO	1,885.00	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK
	8/17/2016	270406	ERIK R JOHNSON & ASSOCIATES	7,008.00	METRO FLOOD LEGAL SERV	V00102	General & Admin. WIK
	8/17/2016	270406	ERIK R JOHNSON & ASSOCIATES	4,729.50	METRO FLOOD	V00102	General & Admin. WIK
			Total WIK - General & Admin. - Legal Services	**30,645.96**			
790-7910-429.38-68	8/3/2016	570	P CARD BMO	3,500.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
			Total WIK - General & Admin. - Lobbyist	**3,500.00**			
790-7910-429.43-50	8/24/2016	270571	ACONEX (NORTH AMERICA) INC	306,856.00	DIVERSION PROGRAM PHASE 2	V01401	8 Year Service Agreement
			Total WIK - General & Admin. - Maintenance Service Cont.	**306,856.00**			
790-7915-429.33-05	8/10/2016	270283	OXBOW, CITY OF	402.50	MOORE ENGINEERING, INC.	V02403	OXBOW MOU-CONCEPT LAYOUTS
	8/10/2016	270283	OXBOW, CITY OF	25,000.00	MOORE ENGINEERING, INC.	V02416	OXBOW MOU-MISC INFRA ENG
	8/10/2016	270283	OXBOW, CITY OF	998.85	MOORE ENGINEERING, INC.	V02420	OXBOW MOU-MOORE ENG TO #6
	8/31/2016	270856	OXBOW, CITY OF	2,217.50	MOORE ENGINEERING, INC.	V02402	OXBOW MOU-PRELIM ENGINERNG
	8/31/2016	270856	OXBOW, CITY OF	2,122.69	MOORE ENGINEERING, INC.	V02403	OXBOW MOU-CONCEPT LAYOUTS
	8/31/2016	270856	OXBOW, CITY OF	1,071.55	MOORE ENGINEERING, INC.	V02420	OXBOW MOU-MOORE ENG TO #6
	8/24/2016	270632	HOUSTON-MOORE GROUP LLC	4,241.69	RECREATION & USE PLAN	V01607	RECREATION/USE MASTER PLN
	8/24/2016	270632	HOUSTON-MOORE GROUP LLC	65,243.00	HYDROLOGIC & HYDRALIC MOD	V01609	HYDROLOGY/HYDRAULIC MODEL
	8/24/2016	270632	HOUSTON-MOORE GROUP LLC	38,382.41	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
			Total WIK - Project Design - Engineering Services	**139,680.19**			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7920-429.33-05	8/24/2016	270632	HOUSTON-MOORE GROUP LLC	37,258.82	PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
Total WIK Construction Mgmt. - Engineering Services				**37,258.82**			
790-7920-429.33-79	8/10/2016	270283	OXBOW, CITY OF	2,357.50	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
	8/31/2016	270856	OXBOW, CITY OF	2,450.00	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
	8/3/2016	269968	CH2M HILL ENGINEERS INC	700,000.00	MGMT TECHNICAL OUTREACH	V00206	CH2M HILL-2.27-11.25.16
	8/24/2016	270598	CH2M HILL ENGINEERS INC	700,000.00	MGMT TECHINCAL OUTREACH	V00206	CH2M HILL-2.27-11.25.16
Total WIK Construction Mgmt. - Construction Management				**1,404,807.50**			
790-7930-429.33-05	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	21,192.29	HOUSTON MOORE GROUP	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	36,880.05	HOUSTON MOORE GROUP	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	44,054.48	HOUSTOM MOORE GROUP	V02807	CASS JOINT WATER IN-TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	14,896.00	ULTEIG ENGINEERS	V01203	Cass Joint Water OHB
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	32,843.81	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	15,923.57	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OHB
	8/17/2016	270427	HOUSTON-MOORE GROUP LLC	630.00	LAND MGMT SERVICES	V01606	LAND MANAGEMENT SERVICES
	8/24/2016	270632	HOUSTON-MOORE GROUP LLC	10,954.50	UTILITY DESIGN	V01610	UTILITIES DESIGN
	8/24/2016	270632	HOUSTON-MOORE GROUP LLC	17,000.13	DESIGN OF WORK PKG	V01618	WP28 - CR-16/CR-17 BRIDGE
Total LERRDS - North Dakota - Engineering Services				**194,374.83**			
790-7930-429.33-25	8/3/2016	570	P CARD BMO	83,452.34	DORSEY WHITNEY LLP	V00101	Dorsey Whitney Legal
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	1,333.74	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	612.96	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	16,347.97	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	9,183.49	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	10,278.15	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	145.00	OHNSTAD TWICHELL, P.C.	V02807	CASS JOINT WATER IN-TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	10,925.65	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	4,875.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	1,192.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	4,717.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	2,318.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	450.00	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	16,635.55	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	10,787.00	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	710.44	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	3,102.25	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	667.00	OHNSTAD TWICHELL, P.C.	V02807	CASS JOINT WATER IN-TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	1,600.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
Total LERRDS - North Dakota - Legal Services				**179,334.54**			
790-7930-429.33-79	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	366,593.32	CH2M HILL	V02807	CASS JOINT WATER IN-TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	103,398.12	CH2M HILL	V01203	Cass Joint Water OHB

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	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	121,336.32	CH2M HILL	V02807	CASS JOINT WATER IN-TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	34,223.06	CH2M HILL	V01203	Cass Joint Water OHB
			Total LERRDS - North Dakota - Construction Management	**625,550.82**			
790-7930-429.38-61	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	945.27	SENTRY SECURITY, INC	V01203	Cass Joint Water OHB
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	1,060.97	SENTRY SECURITY, INC	V01203	Cass Joint Water OHB
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	995.22	SENTRY SECURITY, INC	V01203	Cass Joint Water OHB
			Total LERRDS - North Dakota - Security Services	**3,001.46**			
790-7930-429.38-95	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	2,253.50	OXBOW GOLF & COUNTY CLUB	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	1,635.00	VALLEY GREEN AND ASSOCIAT	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	350.00	VALLEY GREEN AND ASSOCIAT	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	40.00	VALLEY GREEN AND ASSOCIAT	V01703	ND LAND PURCH - IN TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	2,655.00	VALLEY GREEN AND ASSOCIAT	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	525.00	VALLEY GREEN AND ASSOCIAT	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	350.00	VALLEY GREEN & ACSOCIATES	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Mowing Services	**7,808.50**			
790-7930-429.41-05	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	56.70	CASS RURAL WATER USERS	V01702	ND LAND PURCHASE-HARDSHIP
			Total LERRDS - North Dakota - Water and Sewer	**56.70**			
790-7930-429.42-20	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	450.00	VALLEY GREEN AND ASSOCIAT	V01703	ND LAND PURCH - IN TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	200.00	VALLEY GREEN AND ASSOCIAT	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	200.00	VALLEY GREEN AND ASSOCIAT	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	1,575.00	VALLEY GREEN AND ASSOCIAT	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	700.00	VALLEY GREEN AND ASSOCIAT	V01703	ND LAND PURCH - IN TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	280.00	VALLEY GREEN AND ASSOCIAT	V01703	ND LAND PURCH - IN TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	525.00	VALLEY GREEN AND ASSOCIAT	V01703	ND LAND PURCH - IN TOWN
			Total LERRDS - North Dakota - Snow Clearing	**3,930.00**			
790-7930-429.62-51	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	31.28	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	42.83	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	41.82	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	34.85	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	51.87	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	25.20	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	225.83	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	31.47	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	36.64	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	27.92	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	45.17	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	46.75	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	530.36	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN

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	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	38.80	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	109.17	CASS COUNTY ELECTRIC COOP	V01702	ND LAND PURCHASE-HARDSHIP
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	112.99	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Electricity	**1,432.95**			
790-7930-429.67-11	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	4,000.00	AMERICAN PROPERTIES	V01703	ND LAND PURCH - IN TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	16,500.00	JORDAN & DIANA HELLER	V01703	ND LAND PURCH - IN TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	3,175.00	THE TITLE COMPANY	V01702	ND LAND PURCHASE-HARDSHIP
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	89,642.44	THE TITLE COMPANY	V01702	ND LAND PURCHASE-HARDSHIP
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	133,398.00	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	445,990.16	NORTHERN TITLE	V02411	OXBOW MOU-RESIDENT RLCTN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	453,212.00	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	7,034.25	DAVE AND AMY ANDEL	V02411	OXBOW MOU-RESIDENT RLCTN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	3,730.00	DAVE AND AMY ANDEL	V02411	OXBOW MOU-RESIDENT RLCTN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	322,782.19	THE TITLE COMPANY	V02411	OXBOW MOU-RESIDENT RLCTN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	1,542.45	BRADY DAVIDSON	V01703	ND LAND PURCH - IN TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	997.50	WILLIAM BRIGHT	V01703	ND LAND PURCH - IN TOWN
	8/23/2016	CR0031903	CASS COUNTY JOINT WATER RESOURCE DI	(1,613.00)	MATTSON UNUSED ESCRWO	V02411	OXBOW MOU-RESIDENT RLCTN
			Total LERRDS - North Dakota - Residential Buildings	**1,480,390.99**			
790-7930-429.71-30	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	23,896.71	THE TITLE COMPANY	V01702	ND LAND PURCHASE-HARDSHIP
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	532,671.69	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	160,000.00	MICHAEL & BRENDA PODOLAK	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	20,000.00	MICHAEL & BRENDA PODOLAK	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	775,311.60	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	255,041.00	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	120,803.64	THE TITLE COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	16,000.00	JEFF & CATHERINE ANDERSON	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	37,975.50	WILLIAM AND ANNE KUZAS	V01701	ND LAND PURCH-OUT OF TOWN
	8/17/2016	CR0031904	CASS COUNTY JOINT WATER RESOURCE DI	(8.26)	ANDEL REFUND ON SETTLEMNT	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Land Purchases	**1,941,691.88**			
790-7950-429.73-52	8/3/2016	270040	REINER CONTRACTING INC	298,876.49	EL ZAGAL PHASE 2	V02817	EL ZAGEL - PHASE 2
	8/17/2016	270504	REINER CONTRACTING INC	293,150.11	EL ZAGAL PHASE 2	V02817	EL ZAGEL - PHASE 2
	8/17/2016	270430	INDUSTRIAL BUILDERS INC	1,819,738.26	WORK PKG 42F N OF PUMP ST	V02819	2ND ST N FLOODWALL
	8/24/2016	270635	INDUSTRIAL BUILDERS INC	350,446.25	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	8/24/2016	270635	INDUSTRIAL BUILDERS INC	1,665,023.73	2 ST N FLOODWALL	V02812	2ND ST NORTH FLOODWALL
	8/31/2016	270794	INDUSTRIAL CONTRACT SERVICES INC	58,745.99	PUMP STATION & FLOODWALL	V02805	PUMP STATION & FLOODWALL
			Total ND Construction - Flood Control	**4,485,980.83**			
790-7952-429.73-70	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	73,177.53	CENTURY LINK	V01203	Cass Joint Water OHB
			Total O/H/B Construction - Utilities	**73,177.53**			

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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-7955-429.33-05	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	1,699.50	HOUSTON MOORE GROUP	V01203	Cass Joint Water OHB
	8/3/2016	270000	HOUSTON-MOORE GROUP LLC	192,681.75	CONSTRUCT-WORK PACKAGE 42	V02806	CONSTRUCTION SVCS WP42
	8/24/2016	270632	HOUSTON-MOORE GROUP LLC	208,259.66	CONST WORK PKG 42	V02806	CONSTRUCTION SVCS WP42
			Total Construction Management - Engineering Services	**402,640.91**			
790-7955-429.33-06	8/3/2016	270055	TERRACON CONSULTING ENGINEERS	13,647.55	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
	8/24/2016	270712	TERRACON CONSULTING ENGINEERS	24,918.42	MATERIALS TESTIING	V02802	WP-42 MATERIALS TESTING
	8/24/2016	270712	TERRACON CONSULTING ENGINEERS	30,411.99	MATERIALS TESTIING	V02802	WP-42 MATERIALS TESTING
	8/31/2016	270886	TERRACON CONSULTING ENGINEERS	24,667.53	MATERIALS TESTING	V02802	WP-42 MATERIALS TESTING
			Total Construction Management - Quality Testing	**93,645.49**			
790-7955-429.33-79	8/3/2016	269968	CH2M HILL ENGINEERS INC	125,066.15	CONST MAGMT SERVICES	V02820	WP-42 CONSTRCTN MGMT-CH2M
	8/31/2016	270769	CH2M HILL ENGINEERS INC	131,791.90	CONST MANAGEMENT SERVICES	V02820	WP-42 CONSTRCTN MGMT-CH2M
	8/17/2016	270384	CASS COUNTY JOINT WATER RESOURCE DI	6,700.00	CH2M HILL	V01203	Cass Joint Water OHB
			Total Construction Management - Construction Management	**263,558.05**			
790-7990-429.33-05	8/24/2016	270632	HOUSTON-MOORE GROUP LLC	3,590.60	PPP DOCUMENT PREPARATION	V01619	PPP DOCUMENT PREP SUPPRT
			Total Project Financing - Engineering Services	**3,590.60**			
790-7990-429.33-25	9/4/2016	574	P CARD BMO	87,976.27	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK
	8/3/2016	570	P CARD BMO	60,540.78	OHNSTAD TWICHELL ATTOR	V00102	General & Admin. WIK
	8/10/2016	270108	ASHURST LLP	247,863.53	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
			Total Project Financing - Legal Services	**396,380.58**			
790-7990-520.80-20	8/1/2016	JB08160001	CITY OF FARGO	36,458.33	US BANK INTEREST PAYMENT	V02902	$50M FARGO USBANK ADVANCE
			Total Project Financing - Interest On Bonds	**36,458.33**			
			Total Disbursed for Period	**12,119,350.95**			

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Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	147,712,738.73	106,801,945.98	40,910,792.75	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
INDUSTRIAL BUILDERS INC	39,348,805.16	24,648,846.78	14,699,958.38	2nd St North Pump Station Project and 2nd Street Floodwall
HOUSTON-MOORE GROUP LLC	33,318,139.10	28,134,180.19	5,183,958.91	Engineering Services
CH2M HILL ENGINEERS INC	25,985,819.01	22,422,677.06	3,563,141.95	Project & Construction Management
INDUSTRIAL CONTRACT SERVICES I	17,415,238.30	14,865,783.67	2,549,454.63	4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	15,331,455.00	14,605,422.81	726,032.19	City of Oxbow - MOU
ARMY CORP OF ENGINEERS	6,929,000.00	6,929,000.00	-	Local Share
DORSEY & WHITNEY LLP	3,144,060.85	3,144,060.85	-	Legal Services
CENTURYLINK	2,660,937.92	74,195.92	2,586,742.00	Utility Relocation
MINNESOTA DNR	2,325,472.35	2,325,472.35	-	EIS Scoping
LANDWEHR CONSTRUCTION INC	2,079,376.59	2,048,267.31	31,109.28	In-Town Demolition Contracts
ASHURST LLP	1,979,133.70	948,825.79	1,030,307.91	PPP Legal Counsel
URS CORPORATION	1,922,118.42	1,646,053.67	276,064.75	Engineering Services
CONSOLIDATED COMMUNICATIONS	1,731,312.00	958,799.05	772,512.95	Utility Relocation
KENNELLY & OKEEFFE	1,729,110.56	1,729,110.56	-	Home Buyouts
REINER CONTRACTING INC	1,577,364.14	1,245,176.17	332,187.97	El Zagal Flood Risk Management
JP MORGAN CHASE-LOCKBOX PROCES	1,527,000.00	533,971.00	993,029.00	Financial Advisor
HOUGH INCORPORATED	1,448,373.17	-	1,448,373.17	2nd Street South Flood Control
ACONEX (NORTH AMERICA) INC	1,322,146.00	306,856.00	1,015,290.00	Electronic Data Mgmt and Record Storage System
XCEL ENERGY	925,076.69	190,530.93	734,545.76	Utility Relocation
TERRACON CONSULTING ENGINEERS	774,990.00	552,662.48	222,327.52	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
AT & T	569,404.44	569,404.44	-	Utility Relocation
OHNSTAD TWICHELL PC	544,257.70	544,257.70	-	ROE and Bonding Legal Fees
CITY OF FARGO	533,517.25	518,797.25	14,720.00	Digital Imagery Project, Utility Relocation, Accounting Svcs, and US Bank Loan Advance DS Payments
RED RIVER BASIN COMMISSION	500,000.00	500,000.00	-	Retention Projects - Engineering Services
ERIK R JOHNSON & ASSOCIATES	488,597.21	488,597.21	-	Legal Services

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Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
NORTHERN TITLE CO	484,016.00	484,016.00	-	Land Purchases
CASS COUNTY TREASURER	446,632.45	446,632.45	-	Property Taxes and US Bank Loan Advance DS Payments
702 COMMUNICATIONS	326,243.91	266,892.07	59,351.84	Utility Relocation
BUFFALO-RED RIVER WATERSHED DI	220,768.00	-	220,768.00	Retention Projects - Engineering Services
ROBERT TRENT JONES	200,000.00	200,000.00	-	Oxbow MOU - Golf Course Consulting Agreement
CABLE ONE (FARGO)	148,511.37	-	148,511.37	Utility Relocation
PFM PUBLIC FINANCIAL MANAGEMEN	146,460.00	146,460.00	-	Financial Advisor
BOIS DE SIOUX WATERSHED DISTRI	145,380.00	-	145,380.00	Retention Projects - Engineering Services
NDSU BUSINESS OFFICE-BOX 6050	135,167.00	135,167.00	-	Ag Risk Study Services
ENVENTIS	115,685.62	115,685.62	-	Utility Relocation
BEAVER CREEK ARCHAEOLOGY	111,000.00	70,438.32	40,561.68	Engineering Services
UNITED STATES GEOLOGICAL SURVE	104,600.00	104,600.00	-	Water Level Discharge Collection
FREDRIKSON & BYRON, PA	101,500.00	66,500.00	35,000.00	Lobbying Services
PROSOURCE TECHNOLOGIES, INC	100,000.00	8,324.94	91,675.06	Vibrating Wire Piezometer Equipment
ULTEIG ENGINEERS INC	100,000.00	-	100,000.00	Engineering Services
BRAUN INTERTEC CORP	90,210.00	77,629.00	12,581.00	Quality Testing
EL ZAGAL TEMPLE HOLDING CO	68,040.72	68,040.72	-	Easement Purchase for El Zagal Levee
GRAY PANNELL & WOODWARD LLP	66,300.68	66,300.68	-	Legal Services
NIXON PEABODY LLC	60,000.00	60,000.00	-	Legal Services
IN SITU ENGINEERING	54,800.00	47,973.00	6,827.00	Quality Testing
ADVANCED ENGINEERING INC	50,000.00	50,000.00	-	Public Outreach
US GEOLOGICAL SURVEY	46,920.00	46,920.00	-	Stage Gage Installation
SPRINGSTED INCORPORATED	40,320.77	40,320.77	-	Financial Advisor
CLAY COUNTY AUDITOR	34,180.71	34,180.71	-	Property Tax, Home Buyout Demo
GEOKON INC	33,815.36	33,815.36	-	Vibrating Wire Piezometer Equipment
COLDWELL BANKER	33,066.02	33,066.02	-	Property Management Services
WARNER & CO	24,875.00	24,875.00	-	General Liability Insurance
PRIMORIS AEVENIA INC	16,230.00	16,230.00	-	Utility Relocation
MOORHEAD, CITY OF	15,062.90	15,062.90	-	ROE Legal Fees
BRIGGS & MORGAN PA	12,727.56	12,727.56	-	Legal Services

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

Vendor Name	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
ND WATER USERS ASSOCIATN	10,000.00	10,000.00	-	Membership Dues
ONE	3,575.00	3,575.00	-	Utility Relocation
MCKINZIE METRO APPRAISAL	3,200.00	3,200.00	-	Appraisal Services
BNSF RAILWAY CO	2,925.00	2,925.00	-	Permits for In-Town Levee Projects
FORUM COMMUNICATIONS (LEGALS)	2,224.20	2,224.20	-	Advertising Services
DAWSON INSURANCE AGENCY	1,867.81	1,867.81	-	Property Insurance - Home Buyouts
FORUM COMMUNICATIONS (ADVERT)	1,743.77	1,743.77	-	Advertising Services
NORTH DAKOTA TELEPHONE CO	1,697.00	1,697.00	-	Communication
SEIGEL COMMUNICATIONS SERVICE	1,490.00	1,490.00	-	Public Outreach
HUBER, STEVE	1,056.43	1,056.43	-	Home Buyouts
DEPT OF NATURAL RESOUR	1,000.00	1,000.00	-	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	747.60	747.60	-	Asbestos and LBP Testing - Home Buyouts
RED RIVER TITLE SERVICES INC	675.00	675.00	-	Abstract Updates
RED RIVER VALLEY COOPERATIVE A	536.96	536.96	-	Electricity - Home Buyouts
FERRELLGAS	496.00	496.00	-	Propane - Home Buyouts
BROKERAGE PRINTING	473.33	473.33	-	Custom Printed Forms
KOCHMANN, CARTER	315.00	315.00	-	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	250.00	250.00	-	Job Description Review
DONS PLUMBING	240.00	240.00	-	Winterize - Home Buyouts
CURTS LOCK & KEY SERVICE INC	138.10	138.10	-	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116.00	116.00	-	Meeting Incidentals
FEDERAL EXPRESS CORPORATION	71.89	71.89	-	Postage
Grand Total	**$ 319,843,964.22**	**$ 241,892,759.15**	**$ 77,951,205.07**	

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

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	-	1,370,121.04	-	10,372,563.24
Howard Johnson - 301 3rd Ave N	11/2/2015	3,266,079.60	-	3,271,847.09	(1,100.00)	6,536,826.69
Fargo Public School District - 419 3rd St N	3/16/2016	1,903,475.78	-	7,550,036.23	-	9,453,512.01
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	-	4,033.00	-	242,546.23
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	-	220,673.09	-	547,515.26
309 Schnell Dr / 325 Trent Jones Dr	5/12/2016	539,895.97	-	561,322.28	-	1,101,218.25
810 Riverbend Rd / 787 River Bend Rd	6/6/2016	672,125.84	-	640,305.43	-	1,312,431.27
839 Riverbend Road	7/20/2016	1,775,311.60	-	-	-	1,775,311.60
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	-	321,169.19	-	641,972.83
817 Riverbend Road / 421 Trent Jones Dr	In Escrow	448,300.00	-	-	-	448,300.00
829 Riverbend Rd / 788 River Bend Rd		-	-	8,000.00	-	8,000.00
828 Riverbend Rd		-	25,000.00	-	-	25,000.00
330 Schnell Drive		-	150,000.00	-	-	150,000.00
844 Riverbend Road		-	400,000.00	-	-	400,000.00
338 Schnell Dr / 775 River Bend Rd		-	222,500.00	453,212.00	-	675,712.00
813 Riverbend Rd / 449 Trent Jones Dr		-	228,000.00	-	-	228,000.00
341 Schnell Dr / 343 Trent Jones Dr		-	276,475.50	-	-	276,475.50
329 Schnell Dr / 417 Trent Jones Dr		-	180,000.00	-	-	180,000.00
805 Riverbend Rd / 776 River Bend Rd		-	220,855.00	-	-	220,855.00
317 Schnell Dr / 409 Trent Jones Dr		-	222,000.00	-	-	222,000.00
332 Schnell Dr / 335 Trent Jones Dr		-	158,000.00	-	-	158,000.00
821 Riverbend Rd / 438 Trent Jones Dr		-	185,000.00	-	-	185,000.00
321 Schnell Dr / 410 Trent Jones Dr		-	262,134.00		-	262,134.00
337 Schnell Dr / 353 Trent Jones Dr		-	222,021.00	-	-	222,021.00
840 Riverbend Rd / 442 Trent Jones Dr		-	189,000.00	-	-	189,000.00
325 Schnell Drive / 426 Trent Jones Dr		-	225,800.00	368,421.20	-	594,221.20

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
816 Riverbend Rd / 441 Trent Jones Dr		-	377,426.00	-	-	377,426.00
808 Riverbend Road / 254 South Schnell Dr		-	196,211.25	-	-	196,211.25
313 Schnell Drive/ 413 Trent Jones Dr		-	197,243.00	-	-	197,243.00
848 Riverbend Rd / 783 River Bend Rd		-	200,000.00	-	-	200,000.00
843 Riverbend Rd / 445 Trent Jones Dr		-	180,000.00	-	-	180,000.00
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
Easements - Fargo						
Part of Lot 5 El Zagal Park	10/9/2014	68,040.72	-	-	-	68,040.72
72 2nd St N	4/13/2016	37,020.00	-	-	-	37,020.00
Easements - Oxbow						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure						
15-0000-02690-020 - Cossette		476,040.00	-	-	-	476,040.00
64-0000-02730-000 - Sauvageau		268,020.00	-	-	-	268,020.00
64-0000-02720-000 - Ulstad		250,440.00	-	-	-	250,440.00
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
		50,832,827.80	4,537,265.75	19,101,650.40	(1,117,856.01)	73,353,887.94
					-	
				Property Management Expense		776,554.31
				Property Management Income		(619,728.27)
					Grand Total	**$ 73,510,713.98**

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

Vcode #	Vendor Name	Descriptions	Contract Amount	Amount Paid
V02801	Industrial Builders	WP42.A2 - 2nd Street North Pump Station	$ 8,720,142.00	$ 8,396,517.63
V02802	Terracon Consulting	WP-42 (In Town Levees) Materials Testing	774,990.00	552,662.48
V02803	Consolidated Communications	2nd Street Utility Relocation	1,846,997.62	1,074,484.67
V02804	702 Communications	2nd Street Utility Relocation	326,243.91	266,892.07
V02805	ICS	WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St Floodwall S	17,415,838.30	14,866,383.67
V02806	HMG	WP42 - Services During Construction	4,932,000.00	2,866,164.19
V02807	CCJWRD	In-Town Levee Work	6,633,076.01	4,715,811.25
V02808	City of Fargo	Relocation of fiber optic along 2nd Street North	52,722.05	38,002.05
V02809	AT & T	2nd Street Utility Relocation	569,404.44	569,404.44
V02810	Cable One	2nd Street Utility Relocation	148,511.37	-
V02811	Xcel Energy	2nd Street & 4th Street Utility Relocations	925,076.69	190,530.93
V02812	Industrial Builders	WP-42F.1S - 2nd Street North Floodwall, South of Pump Station	16,919,853.11	10,665,023.73
V02813	Landwehr Construction	Park East Apartments Demolition	1,177,151.74	1,169,651.74
V02814	Primoris Aevenia	2nd Street Utility Relocation	16,230.00	16,230.00
V02815	Centurylink Communications	2nd Street Utility Relocation	2,660,937.92	74,195.92
V02816	Landwehr Construction	WP-42C.1 - In-Town Levees 2nd Street/Downtown Area Demo	902,224.85	878,615.57
V02817	Reiner Contracting, Inc	WP-42H.2 - El Zagal Area Flood Risk Management	1,577,364.14	1,245,176.17
V02818	Industrial Builders	WP-42I.1 - Mickelson Levee Extension	730,989.00	307,744.00
V02819	Industrial Builders	WP42F.1N - 2nd Street North	12,980,146.05	5,281,886.42
V02820	CH2M Hill	WP42 - Construction Management Services	1,020,000.00	256,858.05
V02821	Hough Incorporated	WP42F.2 - 2nd Street South	1,448,373.17	-
V01703	Various	In-Town Property Purchases	38,886,890.13	30,354,393.11
			$ 120,665,162.50	$ 83,786,628.09

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: August 1, 2016 - August 31, 2016

Drawdown Request No: 33			
Requested Amount:		**$**	**4,663,506**
Total Funds Expended This Period:		$	6,533,983
Total Funds Requested at 100% Match			2,793,029
Remaining Funds Requested at 50% Match			3,740,954
SB 2020 Matching Requirements			50%
Total Funds Requested at 50% Match			1,870,477
Total Funds Requested:		**$**	**4,663,506**

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			(4,663,506)
Total Funds Reimbursed			(115,565,652)
Total State Fund Balances Remaining		**$**	**128,434,348**

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	$	63,337,715
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		(2,793,029)
Balance of Local Matching Funds Available	**$**	**5,052,275**