METRO FLOOD DIVERSION AUTHORITY

AGENDA

Thursday, June 27, 2019

3:30 PM

Fargo City Commission Chambers
Fargo City Hall
225 4th Street North

1.	Call to order		
2.	Introductions and Welcome		
3.	Approve minutes from previous meeting	Item 3.	Action
4.	Approve order of agenda		Action
5.	PMC report		Information
6.	Army Corps of Engineers project update		Information
7.	Administrative/Legal		Information/action
	a. Wells Fargo loan	Item 7a.	
	b. WIFIA Letter of Intent		
8.	Public Outreach		Information
	a. Committee report		
	b. Business Leaders Task Force update		
9.	Land Management		Information/action
	a. Committee report		
	b. Moorhead-Clay County JPA	Item 9b.	
	c. Property Status report	Item 9c.	
10.	Finance		Information/action
	a. Financial report	Item 10a.	
	b. Voucher approval	Item 10b.	
	c. Recommended contracting actions	Item 10c.	
11.	Executive Director search update		Information
12.	Other Business		

13. Executive Session

The Flood Diversion Board of Authority will meet in executive session on June 27, 2019 at 4:15pm, as authorized by North Dakota Century Code § 44-04-19.1, subsections 2 and 9, to consult with its attorneys regarding the ongoing litigation in the matter of Richland/Wilkin JPA and MNDNR v. the United States Army Corps of Engineers and Fargo Moorhead Flood Diversion Authority as Intervenor, Civil File No. 0:13-cv-02262-JRT-LIB.

14. Next Meeting – July 25, 2019

15. Adjournment

cc: Local Media

METRO FLOOD DIVERSION AUTHORITY
MAY 23, 2019—3:31 PM

1. MEETING TO ORDER

A meeting of the Metro Flood Diversion Authority was held Thursday, May 23, 2019, at 3:31 PM in the Fargo City Commission Chambers with the following members present: Cass County Commissioner Mary Scherling; Cass County Commissioner Chad Peterson; Cass County Commissioner Rick Steen; Fargo City Mayor Tim Mahoney; Fargo City Commissioner Tony Grindberg; Fargo City Commissioner Dave Piepkorn; Moorhead City Mayor Johnathan Judd; Moorhead City Council Member Chuck Hendrickson; Clay County Commissioner Kevin Campbell; Clay County Commissioner Grant Weyland via conference call; Cass County Joint Water Resource District Chairman Rodger Olson; and West Fargo City Commissioner Mike Thorstad. Moorhead City Council Member Joel Paulsen was absent.

2. MINUTES APPROVED

MOTION, passed

Mr. Grindberg moved and Mr. Steen seconded to approve the minutes from the April 25, 2019, meeting as presented. Motion carried.

3. AGENDA ORDER

MOTION, passed

Mr. Steen moved and Mr. Peterson seconded to approve the order of the agenda with the addition of an update on Minnesota legislative activities and a response letter to Buffalo-Red River Watershed District. Motion carried.

4. MANAGEMENT UPDATE

Kim Daily from Jacobs said the project cost to date is $471 million, and $18 million has been paid to date from the FY2019 cash budget. She reviewed contract actions approved by the Co-Executive Directors and by the Cass County Joint Water Resource District. She provided an update on activities and accomplishments over the last month, which include re-engagement of the P3 proposer teams; contracted appraisals for 114 parcels of land in the channel and for early/opportunistic acquisitions; delineation of cultural mitigation sites along the channel; formation of a Minnesota lands acquisition entity; and property management plan, including weed management.

Short-term priorities include meeting with the MNDNR, Buffalo-Red River Watershed District, Corps of Engineers and Diversion Authority to review permit conditions; meeting with the State Water Commission regarding permit conditions and mitigation; and property owner outreach for environmental monitoring easements and right of entry. Long-term priorities over the next six months include completion and implementation of a financial strategy; issuance of a draft P3 Request for Proposals for the channel project; and substantial completion of the 2nd Street South/Main Avenue pump station project.

Minnesota Legislative update

Andy Pomroy from Fredrikson & Byron, P.A. was present via conference call and provided an update on funding for the project through the Minnesota Legislature. Mr. Pomroy said their firm will be working closely with legislative capital investment committee chairs and staff in the final budget negotiations. Officials from Minnesota Governor Tim Walz' administration will tour the state to see capital requests during the legislative interim.

Corps of Engineers update

Terry Williams, Project Manager from the Corps of Engineers, provided an update, which includes a revised construction schedule with Ames Construction to re-start operations on the Diversion inlet structure; final plans and specifications for construction of the Wild Rice River structure; detailed design of the Red River structure; ongoing design to incorporate Plan B into the southern embankment; cultural resources mitigation along the channel; and a visit from Colonel Sam Calkins and Colonel Karl Jansen during the June 27th board meeting.

5. ADMINITRATIVE/LEGAL UPDATE

Renewal and Extension of Wells Fargo Bank loans

Attorney John Shockley said Fargo and Cass County each have $100 million loans with Wells Fargo Bank that will come due on July 31, 2019. New term sheets were prepared by Wells Fargo Bank to renew the loans and extend the maturity date to July 31, 2021. Both Fargo and Cass County have approved the proposal. A resolution was drafted for the Diversion Authority to approve and consent to the term sheets.

MOTION, passed

Mr. Grindberg moved and Mr. Hendrickson seconded to adopt the Resolution Approving and Consenting to Term Sheets from Wells Fargo Bank, N.A., to Cass County, North Dakota and to the City of Fargo, North Dakota. On roll call vote, the motion carried unanimously.

Buffalo-Red River Watershed District request for time extension

Mr. Shockley said a letter was received from the Buffalo-Red River Watershed District (BRRWD) requesting additional time to complete its review of the permit application submitted by the Diversion Authority. The BRRWD wants clarification on terminology used by the MNDNR regarding easements in the staging area and wants further review of the conditions tied to the permit. Mr. Shockley recommends the board grant the request for a time extension to complete the permit review by June 28, 2019.

MOTION, passed

Mr. Campbell moved and Mr. Hendrickson seconded to grant the request from the Buffalo-Red River Watershed District for additional time to review permit application #19-003 and authorize Co-Executive Director Michael Redlinger to send a letter in response to the request. On roll call vote, the motion carried with eleven members voting "Yes" and Mr. Piepkorn voting "No".

6. PUBLIC OUTREACH UPDATE

Committee report

The Public Outreach Committee met on May 22nd. Mr. Olson said the committee reviewed project talking points that were drafted to provide to the public. He said there was an outreach meeting held with Christine regarding a ring dike around the community. The committee also discussed the Conditional Letter of Map Revision (CLOMR) that was submitted to help identify impacts from the project.

Tammy Jo Taft from AE2S provided a demonstration of the website redesign. She said project facts continue to be added in order to keep the public informed on the project status.

Business Leaders Task Force

Mark Nisbet from the Business Leaders Task Force said they continue to support the project and intend to participate in the effort to ensure infrastructure needs are met to move forward with the project.

7. LAND MANAGEMENT

Committee report

The Land Management Committee met on May 22nd.

Property Acquisition Status Report

Mrs. Scherling discussed the Property Acquisition Status Report, which is updated monthly and shows the status of all parcels required for the project. She said the information is helpful to understand all the land purchases taking place and to monitor their progress.

Ag Impacts Study – Realignment of Storage Area

A revised assessment of the agricultural risk of temporary water storage needs to be done as a result of the realignment of the storage area outlined in Plan B. NDSU will conduct the assessment and will examine economic losses due to planting delays on lands that may experience flooding from operation of the project and identify plant acreages and lost input sales.

Mr. Grindberg said no action is needed as the Co-Executive Directors have approved the revised assessment.

8. FINANCE UPDATE

Committee report

The Finance Committee met on May 22nd. Mr. Grindberg said the committee had some questions regarding financial status and budget status figures included in the report.

Kent Costin, City of Fargo Finance Director, said the fiscal agent report tracks encumbrances (open contracts) while the annual cash budget report prepared by the PMC does not include this information. The reason for a different figure on the fiscal agent financial status report compared to the PMC report is because other items are included in the fiscal agent report, i.e. a contract with Oracle America to provide program management software services for the project.

MOTION, passed

Mr. Grindberg moved and Mr. Peterson seconded to accept the financial report as presented. Motion carried.

Voucher approval

The bills for the month are Cass County Joint Water Resource District (CCJWRD) for costs associated with the Metro Flood Diversion, OHB levee, and in-town levees; Dorsey & Whitney for legal services; Ohnstad Twichell, P.C. for legal services; and FEMA for the Conditional Letter of Map Revision (CLOMR) review fee for Plan B.

MOTION, passed

Mr. Grindberg moved and Mr. Steen seconded to approve the vouchers received through May 17, 2019, in the amount of $2,532,080.80. On roll call vote, the motion carried unanimously.

Recommended Contracting Actions

Michael Redlinger, Assistant Fargo City Administrator and Co-Executive Director, discussed the recommended contracting actions, which were approved by the Finance Committee:

- CH2MHill (Task Order 2, Amendment 4 PMC services)—interim program management and related services for the project extending the period from May 24, 2019, to June 28, 2019, in the amount of $7,175,000;
- Schmidt & Sons Construction (WP-50A Property Structure Mitigation)—property structure mitigation in the amount of $109,680.

MOTION, passed

Mr. Grindberg moved and Mr. Steen seconded to approve the recommended contracting actions are presented. On roll call vote, the motion carried unanimously.

9. NEXT MEETING DATE

The next meeting is scheduled for Thursday, June 13, 2019. The meeting will be cancelled if there are no contracting actions, and the board would then meet on Thursday, June 27th.

10. ADJOURNMENT

MOTION, passed

On motion by Mr. Peterson, seconded by Mr. Steen, and all voting in favor, the meeting was adjourned at 4:16 PM.

Minutes prepared by Heather Worden, Cass County Administrative Assistant

Member _____ introduced the following resolution and moved its adoption:

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

WHEREAS, the Metro Flood Diversion Authority (the "Diversion Authority") was created by a Joint Powers Agreement[1] ("JPA"), and pursuant to Section 11.03 of the JPA the Diversion Authority's Board must consent and approve of the issuance of Debt Obligations[2] for the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, ND and MN, Modifications Through February 2019 (the "Project"); and

WHEREAS, the City of Fargo, North Dakota (the "City") and Cass County, North Dakota (the "County") previously determined it necessary to cooperate with each other with respect to obtaining interim financing (the "Original Interim Financing"), which was replaced with other interim financing (the "Series C Interim Debt Obligation")[3] for planning, design and the construction of the Project; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement, dated as of July 1, 2014 (the "Original Intergovernmental Agreement"), a Supplemental Intergovernmental Agreement, dated as of May 1, 2015, (the "Supplemental Intergovernmental Agreement") relating to the Original Interim Financing which was replaced with other interim financing, an Intergovernmental Agreement (Series 2016), dated as of September 1, 2016 (the "Intergovernmental Agreement Series 2016," and an Intergovernmental Agreement (Series 2017), dated as of July 1, 2017 (together with the Original Intergovernmental Agreement and the Supplemental Intergovernmental Agreement, the "Intergovernmental Agreements"), relating to the Series C Interim Debt Obligation, which agreement related to the prior pledge by the County of ninety-one percent (91%) of the proceeds generated by the one-half percent (1/2%) sales and

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

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

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

use tax imposed by Ordinance No. 2010-2 of the County (the "County 2010-2 Sales Tax") to the repayment of the Original Interim Debt and the Series C Interim Debt Obligation, respectively, and the pledge of the City of one hundred percent (100%) of the proceeds generated by the one-half percent (1/2%) sales and use tax imposed by Article 3-21 of the Fargo Municipal Code (the "City 3-21 Sales Tax") to the repayment of the Series C Interim Debt Obligation, respectively; and

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

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

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

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

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

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

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

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

Section 1. Approval and Consent of Wells Fargo Loan with County. The Diversion Authority hereby consents and approves of the extension of the County 2017 Loan until July 31, 2021, for the County 2019 Extension Loan secured by and payable solely from ninety-one percent (91%) of the pledged County 2010-2 Sales Tax and the City 3-21 Sales Tax, with interest payable at that variable rate set forth in the proposal of Wells Fargo and in the form of the County 2019 Extension Loan Agreement. The Diversion Authority hereby approves the County entering the County 2019 Extension Loan Agreement with Wells Fargo and issuing the County

2019 Extension Note relating thereto substantially in the forms presented to the Diversion Authority at this meeting, with such changes, additions, or deletions as may be approved by the officers of the Diversion Authority signing such document, the Chair and the Secretary.

Section 2. Approval and Consent of Wells Fargo Loan with City. The Diversion Authority hereby consents and approves of the extension of the City 2017 Loan until July 31, 2021, for the City 2019 Extension Loan secured by and payable solely from ninety-one percent (91%) of the pledged County 2010-2 Sales Tax and the City 3-21 Sales Tax, with interest payable at that variable rate set forth in the proposal of Wells Fargo and in the form of the City 2019 Extension Loan Agreement. The Diversion Authority hereby approves the City entering the City 2019 Extension Loan Agreement with Wells Fargo and issuing the City 2019 Extension Note relating thereto substantially in the forms presented to the Diversion Authority at this meeting, with such changes, additions, or deletions as may be approved by the officers of the Diversion Authority signing such document, the Chair and the Secretary.

Section 3. Approval and Consent of Intergovernmental Agreement (Series 2019). The Diversion Authority has reviewed the terms and conditions of the Intergovernmental Agreement (Series 2019) and hereby consents and approves of the City and County entering into the Intergovernmental Agreement (Series 2019).

Section 4. Acceptance of Wells Fargo Proposals. The governing body of the Diversion Authority has received proposals from Wells Fargo for the County 2019 Extension Loan Agreement and the City 2019 Extension Loan Agreement which are hereby found and determined to be reasonable and advantageous are hereby accepted by the Diversion Authority.

Section 5. Authorization of Documents. The execution and delivery of the County 2019 Extension Loan Agreement, the County 2019 Extension Note, the City 2019 Extension Loan Agreement, the City 2019 Extension Note, and the Intergovernmental Agreement (Series 2019) are hereby approved and authorized to be executed and delivered in substantially the same form presented to the Flood Diversion Board at this meeting on behalf of Chair of the Cass County Commission and the Cass County Auditor, and the Mayor and City Auditor (the "Authorized Officers"), with such modification as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the County 2019 Extension Loan Agreement, the County 2019 Extension Note, the City 2019 Extension Loan Agreement, the City 2019 Extension Note, and the Intergovernmental Agreement (Series 2019) and to deliver them to Wells Fargo, which execution and delivery will be conclusive evidence of the approval of any modifications with respect to the County 2019 Extension Loan Agreement, the City 2019 Extension Loan Agreement, and the Intergovernmental Agreement (Series 2019).

The Authorized Officers are hereby authorized and directed to execute and deliver such other necessary or appropriate agreements, certifications, and other documents in connection with the County 2019 Extension Loan Agreement, the City 2019 Extension Loan Agreement, and the Intergovernmental Agreement (Series 2019).

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

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

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

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

Adopted June 27, 2019.

METRO FLOOD DIVERSION AUTHORITY

_____
Mary Scherling, Chair
Diversion Authority Board

ATTEST:

_____
Heather Worden, Secretary

The motion for adoption of the foregoing resolution was duly seconded by Member _____, and upon roll call vote, the following Members voted in favor thereof: _____. The following were absent and not voting: _____. The following voted against the same: none. All of the Members having voted aye, the resolution was declared duly passed and adopted.

FIRST AMENDMENT TO LOAN AGREEMENT

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

WITNESSETH

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

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

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

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

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

1. AMENDMENTS.

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

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

> *"Applicable Factor"* means (i) for the period commencing on the Closing Date, until but excluding the First Amendment Date, 70% and (ii) for the period commencing on the First Amendment Date, and at all times thereafter, 80%.
>
> *"Applicable Spread"* means a rate per annum associated with the Level corresponding to the lowest General Obligation Debt Rating of the County or the City (each, a *"Rating"*), as specified below:
>
> (i) for the period commencing on the Closing Date, until but excluding the First Amendment Date:

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

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

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

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

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

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

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

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

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

"First Amendment Date" means _____, 2019.

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

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

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

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

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

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	COMMITMENT

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

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

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

(c) *Reserved.*

2. REQUEST FOR EXTENSION OF MATURITY DATE.

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

3. CONDITIONS PRECEDENT.

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

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

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

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

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

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

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

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

4. REPRESENTATIONS AND WARRANTIES OF THE CITY.

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

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

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

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

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

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

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

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

5. MISCELLANEOUS.

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF FARGO, NORTH DAKOTA

By:_____
Name: _____
Title: _____

WELLS FARGO, NATIONAL ASSOCIATION

By:_____
Name: _____
Title: _____

Acknowledged by:

CASS COUNTY, NORTH DAKOTA

By:_____
Name: _____
Title: _____

FIRST AMENDMENT TO LOAN AGREEMENT

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

WITNESSETH

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

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

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

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

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

1. AMENDMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"First Amendment Date" means _____, 2019.

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

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

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

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

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

LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	COMMITMENT FEE RATE

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

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

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

(c) *Reserved.*

2. REQUEST FOR EXTENSION OF MATURITY DATE.

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

3. CONDITIONS PRECEDENT.

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

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

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

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

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

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

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

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

4. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

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

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

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

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

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

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

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

or affecting the enforcement of creditors' rights and remedies generally, the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against the County, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

5. MISCELLANEOUS.

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CASS COUNTY, NORTH DAKOTA

By: _____
Name: _____
Title: _____

WELLS FARGO, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Acknowledged by:

CITY OF FARGO, NORTH DAKOTA

By: _____
Name: _____
Title: _____

V-3 (5/29/19)

MINNESOTA LAND ACQUISITION JOINT POWERS AGREEMENT

BY AND BETWEEN

CITY OF MOORHEAD, MINNESOTA

AND

CLAY COUNTY, MINNESOTA

Dated as of July 1, 2019

Approved by City of Moorhead on June ___, 2019.

Approved by Clay County on June ___, 2019.

Relating to:

An Agreement establishing the respective roles and responsibilities for the acquisition of real property interests for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.

DRAFT

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

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MINNESOTA LAND ACQUISITION JOINT POWERS AGREEMENT

THIS MINNESOTA LAND ACQUISITION JOINT POWERS AGREEMENT (the "Agreement") is made effective as of July 1, 2019 (the "Effective Date"), between the City of Moorhead, Minnesota, a Minnesota Home Rule City and political subdivision of the State of Minnesota (the "City"), and Clay County, Minnesota, a political subdivision of the State of Minnesota (the "County").

WHEREAS, the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District participated in the Fargo-Moorhead Metropolitan Area Flood Risk Management Study conducted by the Army Corps of Engineers ("USACE") and requested a Locally Preferred Plan developed by USACE; and

WHEREAS, the USACE Chief of Engineers provided the Chief's report to Congress dated December 19, 2011, recommending a Locally Preferred Plan to Congress; and

WHEREAS, construction of the Locally Preferred Plan for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the "Project") at the Fargo-Moorhead Metropolitan Area was authorized by Section 7002(2) of the Water Resources Reform and Development Act of 2014, Public Law 113-121; and

WHEREAS, the City of Moorhead, the City of Fargo, Clay County, Cass County, and the Cass County Joint Water Resource District entered into a Joint Powers Agreement on June 1, 2016, forming the Metro Flood Diversion Authority (the "Diversion Authority"), to provide the Fargo-Moorhead Metropolitan Area with permanent and comprehensive flood protection; and

WHEREAS, the Non-Federal Sponsors of the Project, consisting of the Diversion Authority, the City of Moorhead, and the City of Fargo, entered into a Project Partnership Agreement ("PPA") with USACE on July 11, 2016, as amended by Amendment No. 1 to the PPA, dated March 19, 2019, for the facilitation of the Project; and

WHEREAS, the governors of Minnesota and North Dakota formed the Governors' Task Force in the fall of 2017 to recommend changes to the Project, including increasing the flow of water through the cities of Fargo and Moorhead, changes to the hydrology of record, and the location of the Southern Embankment and Associated Infrastructure ("SEAI") (collectively "Plan B"); and

WHEREAS, the Diversion Authority submitted the Plan B changes to the Project as part of its Dam Safety Permit application to Minnesota Department of Natural Resources ("MDNR"); and

WHEREAS, on December 27, 2018, the MDNR granted the Diversion Authority a Dam Safety Permit; and

WHEREAS, in order to proceed with the Project, it is necessary to acquire needed lands, easements, and flowage easements in Minnesota; and

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WHEREAS, it is necessary to perform mitigation activities arising out of the Project in Minnesota; and

WHEREAS, pursuant to the Joint Powers Agreement, the Diversion Authority has the power to delegate tasks necessary for the Project to its DA Member Entities; and

WHEREAS, pursuant to Section 22.01 of the Joint Powers Agreement, the Diversion Authority has authorized Clay County and the City of Moorhead to enter into this Agreement in order to acquire real property for the Project; and

WHEREAS, it is the intent of the Diversion Authority that real property interests located in Minnesota that are necessary for the Project will be acquired and owned by the DA Member Entities from Minnesota, namely the City of Moorhead and Clay County; and

WHEREAS, pursuant to Section 16.04 of the Joint Powers Agreement, the acquisition and ownership by the City of Moorhead and Clay County may be accomplished by a joint powers entity formed between the two entities; and

WHEREAS, to facilitate collaboration and efficiency, the City of Moorhead and Clay County desire to enter into this Agreement to form a joint powers entity to accomplish the task of acquiring real property interests for the Project at the direction of the Diversion Authority.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City and the County agree as follows:

ARTICLE I.
DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms, and not otherwise defined herein, shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

"Acquisition" means a completed purchase of Project Property, consisting of easements, flowage easements, or fee simple interests in real property.

"Acquisition Fund" means the Acquisition Fund created by Section 7.02 of this Agreement.

"Additional Funds" means funds in excess of Budgeted Funds which are necessary to cover Allowable Costs.

"Agreement" means this Joint Powers Agreement by and between the City of Moorhead and Clay County.

"Allowable Costs" means those costs outlined in Section 16.08 of the Joint Powers Agreement that may be reimbursed to a DA Member Entity for Project Property, including, but

not limited to, the purchase price of the Project Property, appraisal costs, negotiation costs, title preparation and examination costs, relocation and re-establishment costs, legal fees associated with the acquisition, court costs, closing costs arising from and related to the acquisition of Project Property, environmental remediation, cultural mitigation, and any other costs required by the Uniform Act or Minnesota law.

"Annual Meeting" means a properly noticed meeting of the MCC Joint Powers Board held on the first Tuesday following the second Thursday at 8:30 a.m. each and every January that this Agreement is in effect or held at some other time as may be determined by the Moorhead-Clay County Joint Powers Authority.

"Appraiser" means an appraiser, licensed to perform appraisals within the State of Minnesota, hired by the Moorhead-Clay County Joint Powers Authority to appraise Project Property.

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

"BRRWD" means the Buffalo-Red River Watershed District, a political subdivision of the State of Minnesota.

"BRRWD Board of Managers" means the BRRWD Board of Managers, the Governing Body of BRRWD.

"BRRWD Member" means the one (1) individual member of the BRRWD Board of Managers representing BRRWD on the MCC Joint Powers Board.

"Budgeted Funds" means the estimated lump sum budgeted amount set forth by the Diversion Authority in a Land Acquisition Directive.

"CCJWRD" means the Cass County Joint Water Resource District, a political subdivision of the State of North Dakota.

"Cass County" means Cass County, North Dakota, a North Dakota Home Rule County and political subdivision of the State of North Dakota.

"Chair" means a voting member of the MCC Joint Powers Board who presides over meetings pursuant to Section 4.06 of this Agreement.

"City" means the City of Moorhead, Minnesota, a Minnesota Home Rule City and political subdivision of the State of Minnesota.

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"City Member" means any of the three (3) individual members of the Moorhead City Council representing the City on the MCC Joint Powers Board, consisting of two (2) individuals appointed by the Moorhead City Council and the Mayor of the City of Moorhead.

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

"Clay County Commission" means the Clay County Commission, the Governing Body of the County.

"County" means Clay County, Minnesota, a political subdivision of the State of Minnesota.

"County Member" means either of the two (2) individuals of the Clay County Commission representing the County on the MCC Joint Powers Board.

"Congress" means the Congress of the United States of America.

"DA Member Entity" means the City, the County, the City of Fargo, Cass County, or the CCJWRD, and its respective legal representatives, successors, and permitted assigns.

"Diversion Authority" means the Metro Flood Diversion Authority, a political subdivision of the State of North Dakota, created by a Joint Powers Agreement dated June 11, 2016.

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

"Diversion Authority Board Member" means those members of the Governing Body of a Diversion Authority Member Entity appointed to serve on the Diversion Authority Board.

"Diversion Authority Board Member Alternate" means an individual appointed by the Governing Body of a DA Member Entity to serve as an alternate if a Diversion Authority Board Member is unable to attend a meeting of the Diversion Authority Board.

"Effective Date" means July 1, 2019.

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

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

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"Fiscal Agent" means a third party private financial entity or the Bank of North Dakota or a Member Entity appointed by the Diversion Authority Board pursuant to Sections 5.09 and 10.03 of the Joint Powers Agreement to act as Fiscal Agent.

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

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

"Governing Body" means the body which performs the legislative and governmental functions of a political subdivision, including, but not limited to, a board, council, or commission.

"Initial Special Meeting" means a special meeting scheduled by the Secretary upon the receipt of a Land Acquisition Directive.

"Joint Powers Agreement" means the Joint Powers Agreement dated as of June 1, 2016, by and between the DA Member Entities, as amended from time to time to the extent permitted thereunder.

"Land Acquisition Directive" means a written request, approved by the Diversion Authority Board, in which the Diversion Authority Board requests that a DA Member Entity perform the acquisition of Project Property, pursuant to Section 21.03 of the Joint Powers Agreement.

"LPP Flood Risk Management Features" means construction of a diversion channel through North Dakota that conveys approximately 20,000 cubic feet per second at the one percent (1%) chance or 100 year event and is approximately 30 miles long, tie-back embankments, a staging area, a diversion inlet structure, a 6-mile connecting channel, a control structure on each of the Red and Wild Rice Rivers, an aqueduct hydraulic structure on each of the Maple and Sheyenne Rivers, a drop structure on each of the Rush and Lower Rush Rivers, 4 railroad bridges, in-town levees, community ring levees, and environmental mitigation, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

"MCC Joint Powers Board" means the Governing Body of the Moorhead-Clay County Joint Powers Authority.

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"MCC Joint Powers Board Member" means a City Member, a County Member, or the BRRWD Member as the context requires.

"MCC Joint Powers Board Member Alternate" means an individual appointed by the Governing Body of a Party to serve as an alternate of an MCC Joint Powers Board Member if the MCC Joint Powers Board Member is unable to attend a meeting of the MCC Joint Powers Board.

"Member Entity" means the City or the County, and their legal representatives, successors, and permitted assigns.

"Metro Flood Diversion Authority" means a permanent joint powers entity and political subdivision created by the Joint Powers Agreement to provide the Fargo-Moorhead Metropolitan Area with permanent and comprehensive flood protection.

"Moorhead City Council" means the Moorhead City Council, the Governing Body of the City.

"Moorhead-Clay County Joint Powers Authority" means the joint powers entity and political subdivision formed through this Agreement.

"Negotiation Team" means a team established by the Moorhead-Clay County Joint Powers Authority to negotiate the acquisition of Project Property pursuant to a Land Acquisition Directive which may include, but is not limited to, a land agent an engineer, and/or their designees.

"Non-Federal Sponsors" means the City, the City of Fargo, and the Metro Flood Diversion Authority.

"Party" means the City or the County.

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

"Program Management Consultant" means an individual or firm hired by the Diversion Authority that is responsible for planning and implementing the Project.

"Project" or **"Locally Preferred Plan"** means the LPP Flood Risk Management Features and the Recreation Features as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013 and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering

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Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

"Project Partnership Agreement" or **"PPA"** means the agreement between the USACE and the Non-Federal Sponsors for the construction of the Project, dated July 11, 2016, as amended by Amendment No. 1 to the PPA, dated March 19, 2019, which includes a description of the Project and the responsibilities of USACE and the Non-Federal Sponsors in the cost sharing and execution of work.

"Project Property" means real property acquired for the Project, including, but not limited to, land, fee simple rights-of-way, easements, flowage easements, licenses, leases, and right-of-entry.

"Purchase Agreement" means an agreement by and between the Moorhead-Clay County Joint Powers Authority and an owner of Project Property for the purchase of Project Property by the Moorhead-Clay County Joint Powers Authority.

"Purchase Price" means the negotiated purchase price of Project Property.

"Recreation Features" means construction of multipurpose trails, restrooms, potable water, picnic facilities, parking areas, landscaping, and tree plantings as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011 and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013 and approved by the District Engineer, St. Paul District on September 19, 2013, and as amended by the Second Supplemental Environmental Assessment dated August 27, 2018 (2018 SEA), and the Engineering Documentation Report, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, ND and MN, Modifications Through February 2019.

"Red River Control Structure" means the water-flow control structure located south of the City and the City of Fargo, which will be used to control the flow of the Red River through the City and the City of Fargo during flood events.

"Secretary" means a position of the Moorhead-Clay County Joint Powers Authority created by Section 4.08 of this Agreement.

"Southern Embankment and Retention Area" means the tie-back levee on both the east and west side of the Red River and south of the City and the City of Fargo, which will be used to retain flood waters during flood events.

"Unsuccessful Negotiation" means an impasse in negotiation reached by the Negotiation Team and an owner of Project Property in which continued negotiation for a voluntary acquisition will likely be ineffective and will likely not result in a voluntary Purchase Agreement.

"USACE" means the United States Army Corps of Engineers.

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"Uniform Act" means Sections 210 and 305 the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. §§ 4630 and 4655) and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24.

"Vice Chair" means the member of the MCC Joint Powers Board who was elected to the Vice Chair position pursuant to Section 4.07 of this Agreement.

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

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

ARTICLE II.
DIVERSION AUTHORITY DELEGATION OF LAND ACQUISITION IN MINNESOTA

Section 2.01 JOINT POWERS AGREEMENT. Pursuant to Section 7.01(u) of the Joint Powers Agreement, the Diversion Authority has the power to delegate tasks to one or more of the DA Member Entities, unless prohibited by statute or otherwise. This grant of power to the Diversion Authority, according to Section 16.07 of the Joint Powers Agreement, includes issuing a written request to Diversion Authority Member Entities to acquire Project Property.

Section 2.02 MINNESOTA PROJECT PROPERTY. The Joint Powers Agreement sets forth ownership of Project Property located in Minnesota. According to Section 16.04 of the Joint Powers Agreement, the following Project Property may be titled in the name of the City, the County, or a sub-joint powers entity created by the City and the County:

(a) Southern Embankment and Retention Area Located in Minnesota

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Section 16.05 of the Joint Powers Agreement provides that variances in ownership may occur based upon the scale of the Project, and DA Member Entities, including the City and the County, may be asked to acquire, and own, additional Project Property.

Section 2.03 LAND ACQUISITION DIRECTIVE. To facilitate the acquisition of Project Property, pursuant to Section 16.07 of the Joint Powers Agreement, the Diversion Authority will issue a Land Acquisition Directive and provide Budgeted Funds for the requested land acquisition to a DA Member Entity. The DA Member Entity will thereafter utilize its Best Efforts to acquire the Project Property.

Section 2.04 FAILURE TO FOLLOW DIRECTIVE. If a Land Acquisition Directive is issued by the Diversion Authority and the Moorhead-Clay County Joint Powers Authority is unable to comply with said directive, then the MCC Joint Powers Board shall comply with and follow the dispute resolution process outlined in the Joint Powers Agreement when providing a written report back to the Diversion Authority, stating the reasons for not undertaking and completing the requested action.

ARTICLE III.
PURPOSE

Section 3.01 GENERAL PURPOSE. This Agreement is made pursuant to Minn. Stat. Ann. § 471.59, which authorizes the joint and cooperate exercise of power common to the contracting parties. The purpose of this Agreement is to authorize the Member Entities to work collaboratively to maximize efficiencies with respect to the acquisition of Project Property in Minnesota and to foster cooperation between the Member Entities' employees, engineers, attorneys, and professional consultants. The Member Entities desire to establish and continue a joint powers structure to acquire Project Property in Minnesota consistent with the terms of this Agreement and Minn. Stat. Ann. § 471.59.

Section 3.02 INTENT. The City, through its home rule charter, may acquire by purchase, gift, eminent domain or otherwise property within or without its boundaries needed by the City for a public purpose. The County, pursuant to Minn. Stat. Ann. §§ 373.01, subd. 1(2) and 375.18, subd. 12, may acquire and hold real and personal property for County use, and may acquire said property by purchase, gift, eminent domain, within the County. Nonetheless, the Member Entities recognize there is mutual benefit to the Member Entities working in a cooperative manner with respect to the Project. The intent of this Agreement is to increase efficiencies with respect to negotiation for and the acquisition of Project Property in Minnesota.

Section 3.03 SEPARATE POLITICAL SUBDIVISION. This Agreement is expressly intended to confirm the existence and operation of a separate political subdivision named the Moorhead-Clay County Joint Powers Authority. The Member Entities recognize that pursuant to and in conformance with Minn. Stat. Ann. § 471.59, the Moorhead-Clay County Joint Powers Authority may not exercise a power unless that power is expressly granted by this Agreement. As a result, the Moorhead-Clay County Joint Powers Authority may from time to time request that one of its Member Entities use its Best Efforts to exercise its respective powers in furtherance of the Project.

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Section 3.04 STAFF AND CONSULTANTS AUTHORIZED TO WORK COLLABORATIVELY. The City and County authorize their staff, respective staff, consultants, appraisers, attorneys, and Diversion Authority staff, consultants, appraisers, and attorneys to work together to accomplish the purpose, powers and objectives provided in, and land acquisitions contemplated by this Agreement.

ARTICLE IV.
MOORHEAD-CLAY COUNTY JOINT POWERS AUTHORITY

Section 4.01 COMPOSITION OF BOARD. There is hereby established a joint powers board to be known as the "MCC Joint Powers Board." The MCC Joint Powers Board is the Governing Body of the Moorhead-Clay County Joint Powers Authority and shall consist of:

(a) The two (2) members of the Clay County Commission appointed by the Clay County Commission to serve as Diversion Authority Board Members under the terms of the Joint Powers Agreement;

(b) The three (3) persons appointed by the City to serve as Diversion Authority Board Members under the terms of the Joint Powers Agreement; and

(c) One (1) member of the BRRWD Board of Managers appointed by the BRRWD Board of Managers.

If a DA Member Entity designates a Diversion Authority Board Member Alternate under the terms of the Joint Powers Agreement to sit in place of an appointed Diversion Authority Board Member when the appointed Diversion Authority Board Member is unable to attend a meeting of the Diversion Authority Board, that designated Diversion Authority Board Member Alternate will also be an MCC Joint Powers Board Member Alternate to sit in place of an appointed MCC Joint Powers Board Member when the MCC Joint Powers Board Member is unable to attend a meeting of the MCC Joint Powers Board.

Section 4.02 MCC JOINT POWERS BOARD MEMBERSHIP REQUIREMENTS.

(a) City Members and County Members. For an individual to be a MCC Joint Powers Board Member, the City Member or County Member must be a member of the Party's Governing Body and must be appointed by the Party as a Diversion Authority Board Member.

(b) BRRWD Member. For an individual to be a MCC Joint Powers Board Member, the BRRWD Member must be a member of the BRRWD Board of Managers and must be appointed by the same to serve on the MCC Joint Powers Board.

Section 4.03 NOT EMPLOYEES. MCC Joint Powers Board Members shall not be deemed employees of the Moorhead-Clay County Joint Powers Authority. The Member Entities acknowledge that it is their sole responsibility to provide all compensation and fringe benefits to their respective employees, elected, or appointed officials. MCC Joint Powers Board Members

shall not be allowed to be a party to any contract with the Moorhead-Clay County Joint Powers Authority.

Section 4.04 INCOMPATIBLE OFFICES. MCC Joint Powers Board Members may not be appointed to any paid office at the Moorhead-Clay County Joint Powers Authority nor shall they be employed by the Moorhead-Clay County Joint Powers Authority.

Section 4.05 TERMS OF MCC JOINT POWERS BOARD MEMBERS.

(a) City Members and County Members. Individuals may serve as MCC Joint Powers Board Members for so long as they serve as Diversion Authority Board Members as provided in the Joint Powers Agreement.

(b) BRRWD Member. An individual may serve as a MCC Joint Powers Board Member for so long as he or she remains appointed by the BRRWD Board of Managers.

Section 4.06 CHAIR. The Chair is a member of the MCC Joint Powers Board for purposes of presiding at its meetings. The Chair may vote on all matters before the MCC Joint Powers Board, but he or she may not cast an additional vote in the event of a tie before the MCC Joint Powers Board. The Chair does not have the authority to veto decisions of the MCC Joint Powers Board. The Chair is the head of the MCC Joint Powers Board for ceremonial purposes and for the purpose of service of civil process. The Chair may execute all contracts and other instruments on behalf of the Moorhead-Clay County Joint Powers Authority. No contract or other instrument executed by the Chair, or Vice Chair acting as Chair pursuant to Section 4.07 of this Agreement, shall become valid and binding upon the Moorhead-Clay County Joint Powers Authority until countersigned by the Secretary.

The Chair must be elected at the organizational meeting or Annual Meeting of the MCC Joint Powers Board by a majority vote of all members of the MCC Joint Powers Board. The Chair must be a member of either the Governing Body of the City or the County. The Chair shall serve a one (1) year term beginning the first Tuesday following the second Thursday in January and ending the prior day to the first Tuesday following the second Thursday in January of the following year, or until a successor is elected. There are no limits to the number of terms a Chair may serve

Section 4.07 VICE CHAIR. A Vice Chair must be elected at the organizational meeting or Annual Meeting of the MCC Joint Powers Board by a majority vote of all members of the MCC Joint Powers Board. The Vice Chair is a member of the MCC Joint Powers Board and is elected for purposes of presiding over meetings in the absence or disability of the Chair or when a vacancy in the office of Chair exists. When presiding over a meeting in the absence of the Chair, the Vice Chair may vote on all matters before the MCC Joint Powers Board, but he or she may not cast an additional vote in the event of a tie vote of the MCC Joint Powers Board. Each Vice Chair shall serve a one (1) year term beginning the first Tuesday following the second Thursday in January and ending the day prior to the first Tuesday following the second Thursday in January of the following year, or until a successor Vice Chair is elected. There are no limits to the number of terms a Vice Chair may serve.

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Section 4.08 SECRETARY. A Secretary must be appointed at the organizational meeting or Annual Meeting of the MCC Joint Powers Board. An employee of one of the Member Entities, an individual, or contractor, may be appointed as the Secretary for the Moorhead-Clay County Joint Powers Authority. The Secretary shall be responsible for ensuring that minutes are prepared for all Moorhead-Clay County Joint Powers Authority meetings. The Secretary shall also keep all books and records of the Moorhead-Clay County Joint Powers Authority and shall give all notices required by law, and may have other duties assigned from time to time by the Moorhead-Clay County Joint Powers Authority. The Secretary shall also be responsible for compliance with Minnesota's Open Records Law requirements.

Section 4.09 VOTING BY THE BOARD. Each MCC Joint Powers Board Member shall have one (1) vote on matters before the Moorhead-Clay County Joint Powers Authority. Each MCC Joint Powers Board Member shall cast a vote on all matters before the Moorhead-Clay County Joint Powers Authority unless the MCC Joint Powers Board Member has a conflict prohibiting him or her from casting a vote. All decisions before the Moorhead-Clay County Joint Powers Authority shall be determined by a simple majority vote of the MCC Joint Powers Board Members present except as set forth in this Section. MCC Joint Powers Board Members are not permitted to vote by proxy. A MCC Joint Powers Member Alternate will be seated as a MCC Joint Powers Board Member when the Member Entity's MCC Joint Powers Board Member is absent from a MCC Joint Powers Board meeting. When seated pursuant to this Section, MCC Joint Powers Board Member Alternates will have the same voting rights as regular MCC Joint Powers Board Members. The following decisions require that at least one (1) affirmative vote must be cast by a City Member and at least one (1) affirmative vote must be cast by a County Member:

(a) Engagement of a Negotiation Team or an Appraiser.

(b) Termination of a Negotiation Team or an Appraiser.

(c) Resolutions setting forth the procedures, protocols, and standard operating procedures for a Land Acquisition Directive.

(d) A Finding of Unsuccessful Negotiation.

(e) Approval of a Purchase Agreement.

(f) Disapproval of a Purchase Agreement.

Section 4.10 MCC JOINT POWERS BOARD MEMBER DISCLOSURE OF CONFLICTS OF INTEREST. Before taking any action or casting a vote regarding a matter before the MCC Joint Powers Board, which would constitute a conflict of interest under Minnesota law or as set forth in this Agreement, MCC Joint Powers Board Member(s) must disclose such conflict(s) and abstain from voting on the matter involving the conflict of interest and from participating in MCC Joint Powers Board discussions and deliberations on the matter involving the conflict of interest or potential conflict of interest. For purposes of this Agreement, conflicts of interest include, but are not limited to, all conflicts under Minnesota law and/or membership on a Governing Body and/or status as a controlling officer, member of a board of directors, mayor,

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president, or chief executive of a political subdivision, a public entity, and/or private entity engaged in a legal or administrative action, pending litigation and/or active litigation in which the Moorhead-Clay County Joint Powers Authority is an adverse party. Any MCC Joint Powers Board Member with a conflict of interest shall not be entitled to participate in a closed meeting of the MCC Joint Powers Board held pursuant to Section 4.11. In the event that an MCC Joint Powers Board Member has a potential conflict of interest, the MCC Joint Powers Board shall determine if the potential conflict of interest would prevent the MCC Joint Powers Board Member from participating in a closed executive session or a vote.

Section 4.11 MEETINGS OF THE BOARD. The Moorhead-Clay County Joint Powers Authority shall hold meetings as follows:

(a) Organizational Meeting. An organizational meeting shall be held within thirty (30) calendar days of the Effective Date of this Agreement and shall be called at a time to be determined by the Mayor of the City. The Mayor of the City shall ensure that proper notice of the meeting is given.

(b) Annual Meeting. The MCC Joint Powers Board shall hold its Annual Meeting at 8:30 a.m. local time on the first Tuesday following the second Thursday of January.

(c) Regular Meetings. Following the receipt of a Land Acquisition Directive, the MCC Joint Powers Authority, as provided in Section 4.11(d), shall establish a regular meeting schedule as necessary in its discretion to pursue the Land Acquisition Directive.

(d) Special Meetings. Following the receipt of a Land Acquisition Directive, the Secretary of the Moorhead-Clay County Joint Powers Agreement shall schedule an Initial Special Meeting and provide notice to all MCC Joint Powers Board Members. At this Initial Special Meeting, the MCC Joint Powers Board Members shall decide upon a regular meeting schedule as necessary in its discretion to pursue the Land Acquisition Directive. Except as otherwise provided for an Initial Special Meeting, special meetings of the MCC Joint Powers Board may be called by the Chair and must be called by the Chair upon written request of three (3) MCC Joint Powers Board Members, who must identify the business matters to be discussed at such special meeting. Business at a special meeting is limited to matters contained in the notice of the special meeting. A special meeting may also be called at the request of the Governing Body of a Member Entity, who must identify the business matters to be discussed at such special meeting.

(e) Emergency Meetings. In accordance with applicable law, an emergency meeting may be called by the MCC Joint Powers Board due to circumstances that in the judgment of the Chair and/or Vice Chair require immediate MCC Joint Powers Board consideration. Prior to calling an emergency meeting, the MCC Joint Powers Board shall contact appropriate media.

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(f) Meeting Location. MCC Joint Powers Board meetings will be held at Clay County Courthouse, unless the MCC Joint Powers Board, or the Chair, determines that a meeting should be held at an alternative location.

(g) Parliamentary Rules. All meetings of the MCC Joint Powers Board shall comply with parliamentary rules and procedures outlined in the most recent edition of ROBERT'S RULES OF ORDER for small boards, except to the extent those rules are inconsistent with any rules adopted by the MCC Joint Powers Board or are inconsistent with the provisions of this Agreement or applicable Minnesota law.

(h) Notice of Meetings to Alternate Board Members. Each MCC Joint Powers Board Member Alternate, whether or not a voting member, shall be entitled to receive notices of and attend all meetings of the MCC Joint Powers Board, to receive all reports, and to participate in MCC Joint Powers Board discussions in the same manner as the MCC Joint Powers Board Members. Provided, however, that an MCC Joint Powers Board Member Alternate will not be seated unless the Member Entity's appointed MCC Joint Powers Board Member is unable to attend the meeting and, during closed sessions of the MCC Joint Powers Board, the meeting shall be attended only by the Chair and MCC Joint Powers Board Members or seated MCC Joint Powers Board Member Alternates.

(i) Closed Meetings. The MCC Joint Powers Board may hold a closed meeting to consider or discuss confidential records or other matters, including but not limited to, providing negotiations guidance regarding real property acquisitions and attorney-client communications as authorized by and in accordance with Chapter 13D of the Minnesota Statutes Annotated. MCC Joint Powers Board Members may be excluded from a closed meeting in the event that the MCC Joint Powers Board Member has disclosed a conflict of interest pursuant to Section 4.10 of this Agreement that is relevant to or related to the subject of the closed meeting.

Section 4.12 OPEN MEETINGS LAW. All meetings of the Moorhead-Clay County Joint Powers Authority shall be held in compliance with Chapter 13D of the Minnesota Statutes Annotated.

Section 4.13 RECORDS RETENTION POLICY. The Moorhead-Clay County Joint Powers Authority shall adopt a records retention policy establishing minimum retention periods for its records in compliance with the Minnesota Government Data Practices Act.

Section 4.14 DATA PRACTICES ACT. The Moorhead-Clay County Joint Powers Authority shall maintain all data collected, created, received, maintained, or disseminated in conformance with the Minnesota Government Data Practices Act.

Section 4.15 QUORUM. A quorum of the Moorhead-Clay County Joint Powers Authority necessary for the transaction of any business shall consist of three (3) MCC Joint Powers Board Members who may transact business. If vacancies cause the membership of the Moorhead-Clay County Joint Powers Authority to be fewer than three (3) members, the Moorhead-Clay County Joint Powers Authority may not conduct any business until such time

that there are at least three (3) MCC Joint Powers Board Members; provided, however, that if a quorum of MCC Joint Powers Board Members is not present, the MCC Joint Powers Board Members who are present shall be authorized to adjourn the meeting to such date, time, and place as they shall determine and announce at the time of adjournment. The failure of the MCC Joint Powers Board to meet due to a lack of quorum shall not be construed so as to invalidate the authority of the Chair to implement all previously approved contracts or resolutions of the Moorhead-Clay County Joint Powers Authority.

Section 4.16 BYLAWS. The MCC Joint Powers Board may adopt bylaws governing its operations that are not inconsistent with this Agreement and may amend said bylaws as necessary. The bylaws may provide for sub-committees of the MCC Joint Powers Board as necessary. Any bylaw or modification thereof shall not be effective until approved by an affirmative vote of a majority of the MCC Joint Powers Board. Bylaws shall be reviewed and updated annually by the MCC Joint Powers Board.

Section 4.17 OFFICIAL NEWSPAPER. Pursuant to the requirements of Minnesota law, the MCC Joint Powers Board may designate one or more legal newspapers of general circulation in the City and the County as its official newspaper for whatever purposes as may be required by statute to be published in an official newspaper.

ARTICLE V.
POWERS

Section 5.01 POWERS. This Agreement shall in no way limit or restrict the powers and duties of each Member Entity, except as provided herein. The Moorhead-Clay County Joint Powers Authority shall have the following duties and powers:

(a) Receipt of Funds or Project Property. To accept donations, bequests, contributions, and reimbursements of real or personal property from the Member Entities, the Diversion Authority, or others.

(b) Enter into Contracts. To enter into contracts related to Project Property and to perform all of its obligations pursuant to the terms and conditions of those contracts.

(c) Ownership of Real Property. To own real property consisting of fee simple interests, right-of-way, easements, flowage easements, licenses, and any and all other real property ownership interests. Title to real property shall be in the name of the Moorhead-Clay County Joint Powers Authority.

(d) Acquisition of Real Property. To acquire real property or personal property by gift, purchase, conveyance, or transfer of any type as permitted by Minnesota law.

(e) Negotiation Teams and Appraisers. To hire and terminate Negotiation Teams and Appraisers.

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(f) Purchasing. To purchase Project Property and to purchase any land or access deemed necessary by the MCC Joint Powers Board for the Project. This power includes real property purchases as replacement property for land acquired for Project features.

(g) Expenses. To incur any and all expenses necessary and incidental to effectuation of its purposes and consistent with its powers.

(h) Hiring of Staff, Consultants and/or Attorneys. To hire any staff, consultants, and/or attorneys necessary to carry out the acquisition of Project Property.

(i) Sales. To convey, sell, dispose of, or lease any excess Project Property as determined by the Diversion Authority.

(j) Sue and Be Sued. To commence litigation as deemed necessary and to defend against any and all claims brought against the Moorhead-Clay County Joint Powers Authority. All litigation matters will be commenced or defended in the name of the Moorhead-Clay County Joint Powers Authority.

(k) Conduct or Arrange for Public Information Meetings. To conduct and arrange for public information meetings.

(l) Appoint Ex-Officio Board Members. To appoint ex-officio MCC Joint Powers Board Members who may attend MCC Joint Powers Board meetings but may not vote unless they are seated as a member of the MCC Joint Powers Board.

(m) Employees. To employ personnel to carry out the purposes of this Agreement.

(n) Budget. To establish a budget for Budgeted Funds.

(o) Insurance. To enter into contracts for the purposes of securing insurance coverage regarding acquisition of Project Property or the operation of the Moorhead-Clay County Joint Powers Authority, including general liability, automobiles, property, and workers' compensation coverage.

(p) Amendments. To recommend amendments to this Agreement to the City or County.

(q) Enforce this Agreement. To enforce the terms of this Agreement, including requiring the City or County to fulfill its obligations as defined herein.

(r) Delegate Tasks. To delegate tasks to the City or County, unless prohibited by statute or otherwise.

(s) Provide for Professional Services. To procure the services of engineers, attorneys, contractors, consultants, and other persons or entities for the acquisition of Project Property.

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(t) Hire Accountants. Procure the services of a public accountant to make an annual audit of the accounts and records of the Moorhead-Clay County Joint Powers Authority.

(u) Indemnification. To indemnify and hold harmless the City and/or County for actions arising out of performance of this Agreement.

(v) Implicit Powers. In addition to the above specified powers, the Moorhead-Clay County Joint Powers Authority shall have those powers implicitly necessary to carry out its duties.

(w) Cost Share Agreement. To enter into any cost share agreement with the State of Minnesota and/or the United States government or any of its agencies or instrumentalities for reimbursement of costs associated with the acquisition of Project Property and related expenses within the State of Minnesota. Further, this power includes the power to carry out all of the obligations under such cost share agreement.

ARTICLE VI.
ACQUISITION OF PROJECT PROPERTY

Section 6.01 LAND ACQUISITION DIRECTIVE. Upon the receipt of a Land acquisition Directive from the Diversion Authority, the Secretary of the Moorhead-Clay County Joint Powers Authority will schedule an Initial Special Meeting as set forth Section 4.11(d). The MCC Joint Powers Board may consider the Land Acquisition Directive during the Initial Special Meeting or it may wait to consider the Land Acquisition Directive until the next scheduled regular meeting.

Section 6.02 BUDGETED FUNDS. Upon the receipt of Budgeted Funds from the Diversion Authority and any funds received from the State of Minnesota, the Moorhead-Clay County Joint Powers Authority will deposit the Budgeted Funds into the Acquisition Fund established pursuant to Section 7.02 hereof.

Section 6.03 NEGOTIATION TEAM AND APPRAISER. After the Moorhead-Clay County Joint Powers Authority has received and reviewed a Land Acquisition Directive, it will assign the Land Acquisition Directive to a Negotiation Team and an Appraiser for the Negotiation Team to pursue voluntary acquisition of the Project Property. The Moorhead-Clay County Joint Powers Authority will establish in its discretion the parameters and length of negotiations to be conducted by the Negotiation Team. The Negotiation Team(s) will provide updates on the negotiations to the MCC Joint Powers Board throughout the negotiation process during regular meetings.

Section 6.04 VOLUNTARY PURCHASE. When the Negotiation Team and a landowner of Project Property agree upon the terms of a voluntary purchase, the Negotiation Team will work with legal counsel to prepare a Purchase Agreement. The Negotiation Team will present the Purchase Agreement to the Moorhead-Clay County Joint Powers Authority upon completion

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for approval. Approval of a Purchase Agreement shall include a consideration of Budgeted Funds remaining for the Land Acquisition Directive. If Budgeted Funds are insufficient, the MCC Joint Powers Board shall make a request to the Diversion Authority in accordance with Section 6.05 of this Agreement for Additional Funds. The MCC Joint Powers Board shall not approve a Purchase Agreement requiring Additional Funds until authorization for the Additional Funds is received under the terms of Section 6.05.

If Additional Funds pursuant to Section 6.05 are not authorized or the MCC Joint Powers Board disapproves of the Purchase Agreement, the MCC Joint Powers Board will decide, upon input from the Negotiation Team, whether negotiations with the landowner should continue. If it is determined that negotiations should not continue, the negotiation will be considered an Unsuccessful Negotiation pursuant to Section 6.06 of this Agreement. If the MCC Joint Powers Board approves of the Purchase Agreement and Acquisition occurs, the MCC Joint Powers Board will notify the Diversion Authority of the Acquisition and provide a copy of the executed Purchase Agreement to the Diversion Authority.

Section 6.05 ADDITIONAL FUNDS. In the event that remaining Budgeted Funds are insufficient to cover the Purchase Price set forth in a proposed Purchase Agreement or other Allowable Costs, the Moorhead-Clay County Joint Powers Authority shall seek Additional Funds from the Diversion Authority by submitting a request to the Program Management Consultant's program manager and the Fiscal Agent. Such request shall include such information as required by the Program Management Consultant's program manager and the Fiscal Agent.

Section 6.06 UNSUCCESSFUL NEGOTIATION. The Moorhead-Clay County Joint Powers Authority has the discretion to determine when a negotiation will be deemed an Unsuccessful Negotiation. Once a negotiation is considered an Unsuccessful Negotiation, the MCC Joint Powers Board will notify the Diversion Authority of such, and the responsibility for acquiring that Project Property will revert to the City if the Project Property is located within City limits or connected to an existing City flood control structure or the County if the Project Property is located outside of City limits.

Section 6.07 OWNERSHIP. Any Project Property acquired pursuant to this Agreement shall be titled in the name of the Moorhead-Clay County Joint Powers Authority.

Section 6.08 USACE ACCESS TO PROJECT PROPERTY. The Moorhead-Clay County Joint Powers Authority agrees to provide USACE a right to enter, at reasonable times, upon reasonable notice, and in a reasonable manner, upon Project Property owned by the Moorhead-Clay County Joint Powers Authority in accordance with Section 16.03 of the Joint Powers Agreement.

Section 6.09 ALLOWABLE COSTS REVIEW. Following the completion of Acquisitions and Unsuccessful Negotiation determinations pursuant to a Land Acquisition Directive, the Moorhead-Clay County Joint Powers Authority will submit a statement to the Fiscal Agent outlining all costs and expenses for which Budgeted Funds were expended to determine whether those costs and expenses constituted Allowable Costs.

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Section 6.10 RETURN OF EXCESS BUDGETED FUNDS. If Budgeted Funds remain in the Acquisition Fund following the completion of Acquisitions and Unsuccessful Negotiation determinations pursuant to a Land Acquisition Directive, the Moorhead-Clay County Joint Powers Authority shall return those excess Budgeted Funds to the Diversion Authority within thirty (30) calendar days following a determination by the MCC Joint Powers Board that excess Budgeted Funds remain.

ARTICLE VII.
FINANCE

Section 7.01 MCC JOINT POWERS BOARD TO CONTROL FINANCES. The MCC Joint Powers Board is responsible for the financial affairs of the Moorhead-Clay County Joint Powers Authority. The MCC Joint Powers Board must provide for the collection of revenues, the safekeeping of assets, the auditing and settlement of accounts, and the safekeeping and disbursements of public monies. The County shall maintain the accounts and manage the disbursements from said accounts on behalf of the MCC Joint Powers Board. The County will coordinate reimbursements with the Diversion Authority's Fiscal Agent.

Section 7.02 STATE OF MINNESOTA FUNDS. Any funds received from the State of Minnesota for the purchase of Project Property shall be used to provide funds for all eligible purchases or reimbursements of prior purchases in accordance with the terms of any cost share agreements with the State of Minnesota. In the event of reimbursement for the purchase of Project Property, reimbursement shall be credited back to the Diversion Authority for any costs advanced for the purchase of Project Property in Minnesota. The MCC Joint Powers Board shall have the authority to execute any bond financed property restrictions required by applicable Minnesota cost share agreements.

Section 7.03 ACQUISITION FUND. The MCC Joint Powers Board shall establish an Acquisition Fund as a separate and special bookkeeping account on the official books and records of the Moorhead-Clay County Joint Powers Authority to be used for no purpose other than the payment of Allowable Costs. Upon receipt of Budgeted Funds from the Diversion Authority and/or the State of Minnesota, the MCC Joint Powers Board shall deposit such funds into the Acquisition Fund. Funds may be withdrawn from the Acquisition Fund for only those expenses related to the acquisition of Project Property. The Secretary of the Moorhead-Clay County Joint Powers Authority is responsible for monitoring the use of the Acquisition Fund and of Budgeted Funds.

Section 7.04 FISCAL YEAR. The fiscal year of the Moorhead-Clay County Joint Powers Authority is the calendar year.

Section 7.05 FINANCIAL MANAGEMENT POLICY. The MCC Joint Powers Board may adopt a financial management policy, which includes an annual audit process.

Section 7.06 FINANCIAL REPORTS. In June and December each and every year of this Agreement, the MCC Joint Powers Board shall report to the Diversion Authority, in writing, the amount of money in the Acquisition Fund, if any, in the preceding period and the amount and items of expenditure during that period.

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ARTICLE VIII.
SOURCES OF REVENUE

Section 8.01 BUDGETED FUNDS. The Parties agree and acknowledge that they will rely upon Budgeted Funds to fund their actions and operations outlined in this Agreement.

Section 8.02 CITY AND COUNTY CONTRIBUTIONS. The City and County will use their best efforts to not exceed budgeted amounts set by the Diversion Authority. In the event that the City and County anticipate that they will exceed the amount budgeted for land acquisitions, they will request a budget adjustment from the Diversion Authority. In the event that the County and City approve expenditures outside of Budgeted Funds and the Diversion Authority has not approved the increased budget, the City and County will each pay fifty percent (50%) of the additional cost that was not approved and that was in excess of the Budgeted Funds. If funds are currently available, the Parties will remit payment for the cost or expense to the Fiscal Agent within thirty (30) calendar days of notice from the Fiscal Agent that a cost or expense was not an Allowable Cost. If funds are not currently available, the Parties will use their Best Efforts to remit payment to the Fiscal Agent within a reasonable amount of time. If the Parties ever question whether a cost or expense will qualify as an Allowable Cost, the MCC Joint Powers Board may request an opinion from the Fiscal Agent as to the qualification of that cost or expense as an Allowable Cost.

Section 8.03 INSPECTION. The books and records of the MCC Joint Powers Authority shall be open to inspection by the MCC Joint Powers Board Members, the BRRWD, the Diversion Authority, and the Parties at all reasonable times.

ARTICLE IX.
INSURANCE AND LIABILITY

Section 9.01 LIABILITY COVERAGE. To the fullest extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability. The Moorhead-Clay County Joint Powers Board shall maintain liability coverage with the Minnesota League of Cities with the minimum limit equal to the maximum liability limit in Minn. Stat. Ann. § 466.04, subdivision 1. Alternatively, the Moorhead-Clay County Joint Powers Authority may maintain equivalent private liability coverage. Such policy may be provided through a commercial general liability ("CGL") policy. Such private liability policies must comply with the following requirements:

(a) Minimum Limits. Each policy shall have a limit at least equal to the maximum municipal liability limits in Minn. Stat. Ann. § 466.04, subdivision 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than two million dollars ($2,000,000).

(b) Type of Coverage. The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and advertising industry, and contractually-assumed liability.

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(c) Additional Covered Parties. Each Party, and each Party's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from activities or operations arising from this Agreement.

Section 9.02 AUTO LIABILITY AND PROPERTY DAMAGE. The Moorhead-Clay County Joint Powers Authority may in its discretion procure coverage for auto liability and damage or loss for property. Each party shall be responsible for damages to or loss of its own equipment that is used for Moorhead-Clay County Joint Powers Authority activities. Each Party waives the right to, and agrees that it will not, bring any claim or suit against the Moorhead-Clay County Joint Powers Authority or any other Party for damages to or loss of its equipment arising out of participation in or assistance with the Moorhead-Clay County Joint Powers Authority operations or activities, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

Section 9.03 WORKERS' COMPENSATION COVERAGE. In the event that the Moorhead-Clay County Joint Powers Authority hires employees, it shall maintain workers' compensation coverage of its employees. Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel if they participate in or assist Moorhead-Clay County Joint Powers Authority operations or activities. Each Party waives the right to, and agrees that it will not, bring any claim or suit against the Moorhead-Clay County Joint Powers Authority or any other Party for any workers' compensation benefits paid to its own employees or dependents that arise out of participation in or assistance with Moorhead Clay-County Joint Powers Authority operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Section 9.04 DEFENSE AND INDEMNIFICATION. The Moorhead-Clay County Joint Powers Authority agrees to defend and indemnify each Party and the individual MCC Joint Powers Board Members for any liability claims arising from the Moorhead-Clay Count Joint Powers Authority activities or operations, decisions of the Moorhead-Clay County Joint Powers Authority, or arising out of or regarding a Land Acquisition Directive. Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in Minn. Stat. Ann. § 466.04 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to any officer, employee, or volunteer of any Party for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Section 9.05 INDEMNIFICATION. In the event that a claim is made against a Party arising out of or related to a Land Acquisition Directive, and the Party seeks defense and indemnification from the Moorhead-Clay County Joint Powers Authority pursuant to Section 9.04 of this Agreement, the Moorhead-Clay County Joint Powers Authority shall first apply any and all available and/or applicable insurance proceeds against said claim. In the event that such insurance proceeds are insufficient to satisfy the costs associated with such claim, and only after the application of insurance proceeds, said costs shall then be paid by funds made available to the Moorhead-Clay County Joint Powers Authority by the Parties. The Parties will allocate such costs equally.

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Section 9.06 UNINSURED LIABILITY. Any excess or uninsured liability shall be equally borne by the Parties; however, this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Section 9.07 CERTIFICATE OF INSURANCE. All insurance policies and certificates required under this Agreement shall be open to inspection by any Party and copies of the policies or certificates shall be submitted to a Party upon written request.

ARTICLE X.
TERM AND TERMINATION

Section 10.01 TERM. This Agreement shall be for an indefinite term and shall continue until terminated or rescinded in accordance with the terms and conditions of this Agreement.

Section 10.02 TERMINATION. This Agreement may only be terminated by the mutual consent of all the Parties, evidenced by identical resolutions adopted by the Governing Bodies of each Party. Any termination will be without prejudice to any obligations or liabilities of any parties already accrued prior to termination.

Section 10.03 DISTRIBUTION OF FUNDS AND PROPERTY. Upon the termination of this Agreement, the Moorhead-Clay County Joint Powers Authority shall provide for the distribution of all Moorhead-Clay County Joint Powers Authority assets in the following manner: (a) Project Property acquired during the term of the Moorhead-Clay County Joint Powers Authority shall be transferred to and titled in the name of the City if the City remains a DA Party or transferred to and titled in the name of the Diversion Authority if the City is no longer a DA Party; (b) any remaining Project Property which is deemed by the Diversion Authority to be unnecessary for the Project may be sold or liquidated prior to distribution; (c) remaining Budgeted Funds in the Acquisition Fund shall be returned to the Diversion Authority; and (d) any remaining assets shall be divided equally between the County and the City. If the Parties do not agree on the fair market value of a non-liquid asset, the Moorhead-Clay County Joint Powers Authority may submit the item to a professional appraiser, whose written opinion of the fair market value shall be conclusive. All monies generated, less reasonable administrative expenses incurred by the Parties from the sale, conveyance, or lease of excess Project Property, shall be remitted to the Diversion Authority.

ARTICLE XI.
DISPUTE RESOLUTION

Section 11.01 INTENT AND PROCEDURE. The Parties shall cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedure shall be used.

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Section 11.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a single mediator and each share fifty percent (50%) of the cost of the mediator.

Section 11.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the end of mediation proceedings, the Parties may litigate the matter.

Section 11.04 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE PARTIES FOR PROJECT PROPERTY ACQUISITION.

ARTICLE XII.
GENERAL PROVISIONS

Section 12.01 COMPLETE AGREEMENT. This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind any Party.

Section 12.02 WRITTEN AMENDMENT REQUIRED. No amendment, modification, or waiver of any condition, provision, or term will be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any Party of any default of another Party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties thereto under and pursuant to this Agreement.

Section 12.03 INTERPRETATION. This Agreement will be construed as if it had been prepared by all Parties.

Section 12.04 GRAMMATICAL CONSTRUCTION. Whenever the singular noun is used herein, the same includes the plural where appropriate, and the words of any gender include any other gender where appropriate.

Section 12.05 ASSIGNMENT. No Party may transfer or assign this Agreement or any of its rights or obligations under this Agreement without express written consent of the other Party and the Diversion Authority.

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Section 12.06 SEVERABILITY AND SAVINGS CLAUSE. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement. Deadlines for certain meetings and other actions, such as the Annual Meeting, as set forth in this Agreement are intended to establish a schedule for routine governance of the Moorhead-Clay County Joint Powers Authority; however, the failure of the Moorhead-Clay County Joint Powers Authority, its appointed officers, or the MCC Joint Powers Board Members to strictly adhere to such deadlines shall not be construed so as to invalidate the subsequent legal authority of the Moorhead-Clay County Joint Powers Authority, or its appointed officers, the MCC Joint Powers Board, or the MCC Joint Powers Board Members, nor shall the same support any claims that actions taken by the same are *ultra vires* or invalid in any way, so long as such actions are otherwise authorized. Further, the Moorhead-Clay County Joint Powers Authority is authorized, by motion or resolution, to vary from such deadlines or schedule may be necessary or appropriate.

Section 12.07 FORCE MAJEURE. No Party will be liable to another Party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule, or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

Section 12.08 RELATIONSHIP TO THE JOINT POWERS AGREEMENT. Nothing in this Agreement is intended to amend, modify, or repeal any section or power of the Joint Powers Agreement. The Parties agree and acknowledge that the Joint Powers Agreement that created the Diversion Authority shall control in the event of a conflict between this Agreement and the Joint Powers Agreement.

Section 12.09 NOTICE. All notices, certificates, or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to County: County Administrator
Clay County
807 11th Street North
Moorhead, Minnesota 56560

If to City: City Manager
City of Moorhead
P.O. Box 779
Moorhead, Minnesota 56561-0779

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Section 12.10 AGREEMENT BINDING ON SUCCESSORS. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns.

Section 12.11 MINNESOTA LAW APPLIES. This Agreement will be controlled and interpreted by the laws of the State of Minnesota.

Section 12.12 WAIVER OF VENUE/SELECTION. The Parties stipulate and agree that the District Court of Clay County, Minnesota, will be the sole and exclusive venue for any lawsuit pertaining to this Agreement, and the Parties consent to the personal jurisdiction in said court in the event of any such lawsuit. This choice of law section applies exclusively to lawsuits pertinent to the terms and conditions of this Agreement.

Section 12.13 EXECUTION IN COUNTERPARTS. This Agreement will be executed in two (2) counterparts, each of which shall be an original, all which shall constitute but one and the same instrument. Each Party shall receive a fully-executed counterpart.

IN WITNESS WHEREOF, the Parties, by action of their Governing Bodies, caused this Agreement to be executed in accordance with the authority granted in Minn. Stat. Ann. § 471.59.

(Remainder of page intentionally left blank.)

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Signature Page for the City of Moorhead

The Governing Body of the City of Moorhead approved this Agreement on the ___ day of ____, 2019.

CITY OF MOORHEAD, MINNESOTA,
a municipal corporation

By: _____
JOHNATHAN R. JUDD, Mayor

By: _____
CHRISTINA M. VOLKERS, City Manager

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Signature Page for Clay County

The Governing Body of the Clay County, Minnesota, approved this Agreement on the ___ day of ____, 2019.

CLAY COUNTY, MINNESOTA,
a corporate body

By the CLAY COUNTY BOARD OF COMMISSIONERS

By: _____
GRANT WEYLAND, Chair

ATTEST:

_____
STEPHEN LARSON, County Administrator

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Consent Page for Metro Flood Diversion Authority

The Governing Body of the Metro Flood Diversion Authority has reviewed the Joint Powers Agreement by and between the City of Moorhead, Minnesota and Clay County, Minnesota, dated June 1, 2019, and consents to the Parties entering this Agreement.

METRO FLOOD DIVERSION AUTHORITY

By: _____
MARY SCHERLING, Chair

ATTEST:

CO-DEPUTY EXECUTIVE DIRECTORS:

_____
MICHAEL J. REDLINGER

_____
ROBERT W. WILSON

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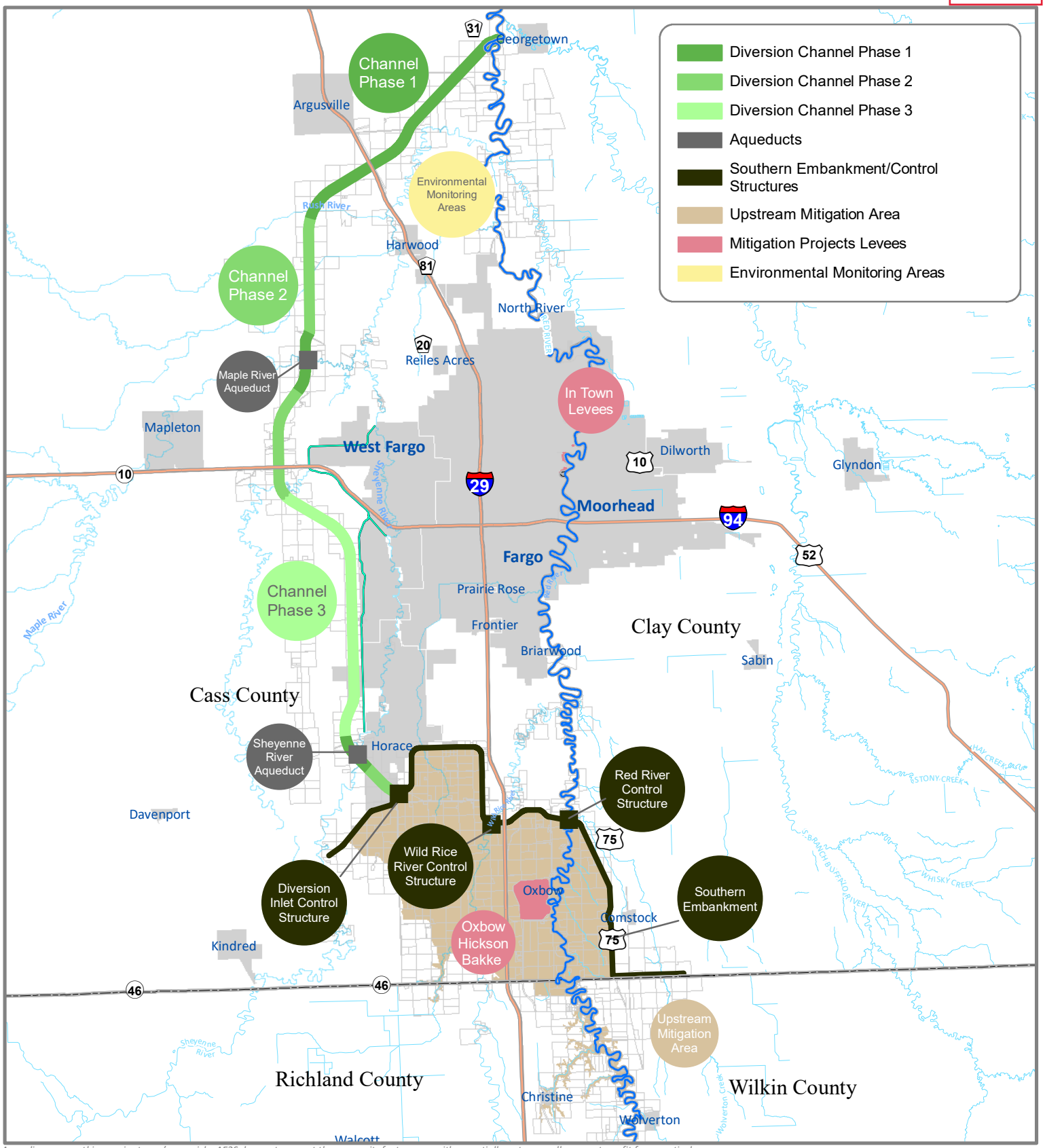
www.ae2s.com | Advanced Engineering and Environmental Services, Inc.



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.
All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 UTM Zone 14N | Edited by: cwickenheiser

C:\Data\Projects\GIS Projects\FM Area Diversion\Projects\Land Acquisition\Project Work Package\!Project Wide\Overall LA Maps\PropertyAcquisitionSevenPhaseMap8x11.mxd

N

0 2.5 5

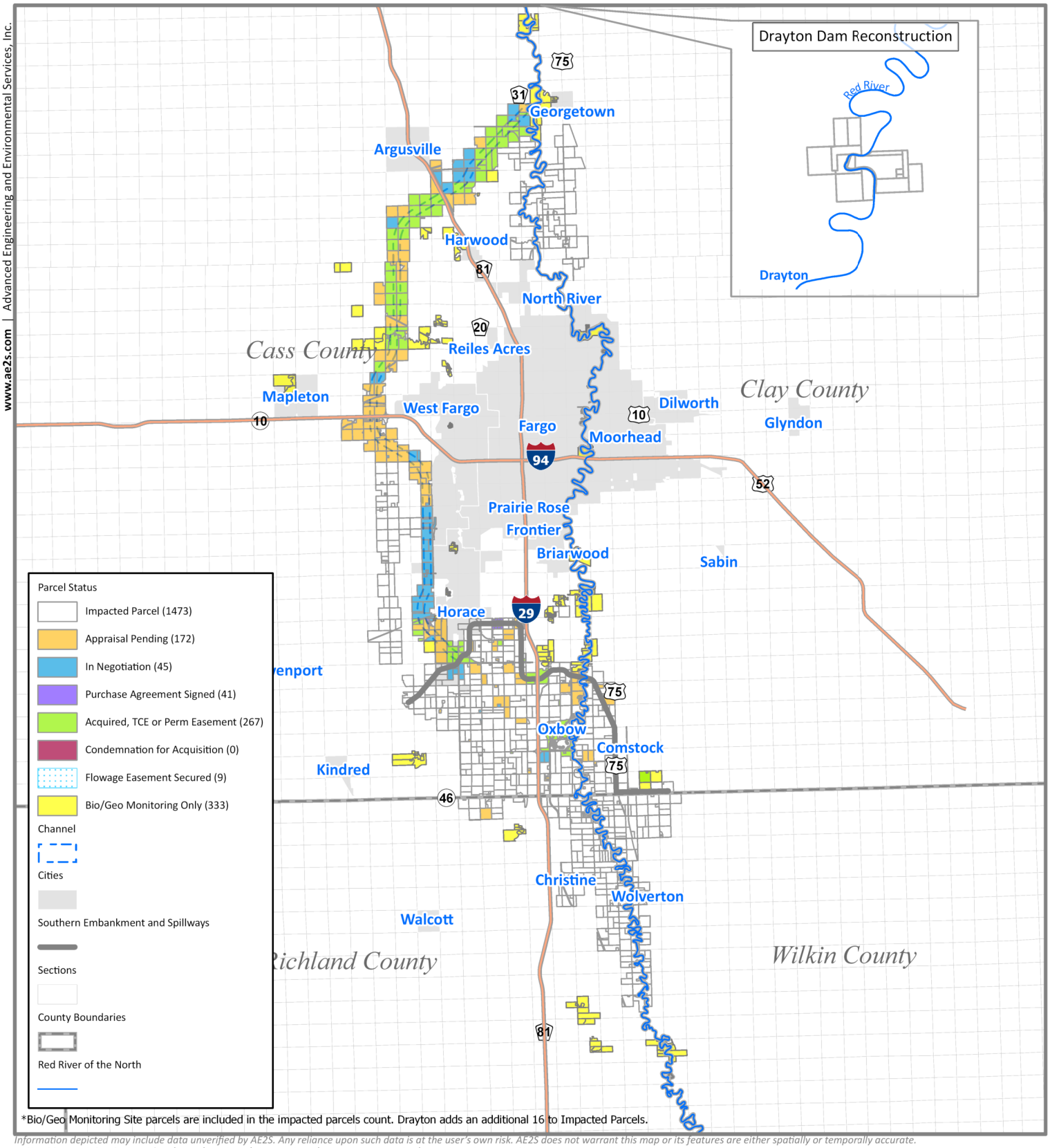
Miles

AE2S

FM AREA DIVERSION
KEY ACQUISITION AREAS

Map Date: 6/19/2019

FM AREA DIVERSION PROJECT



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

Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.

Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\FMDiversionParcelStatus.aprx

www.ae2s.com | Advanced Engineering and Environmental Services, Inc.

N

0 3.25 6.5

Miles

PROPERTY ACQUISITION STATUS REPORT

Date: 6/19/2019

FM AREA DIVERSION PROJECT

Cultural Mitigation Areas

FM AREA DIVERSION PROJECT

As of June 19, 2019

Sheyenne River Site #1

(32-CS-201) Target Completion: Complete

3 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural Mitigation (Excavation) planned for Summer 2019

Sheyenne River Site #2

ON HOLD

(32-CS-5126) Target Completion: TBD

1 parcel total

(Part of Channel Phase 1)

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

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

North of Maple River Site

ON HOLD

(32-CS-5139) Target Completion: TBD

3 parcels total

(Part of Channel Phase 1)

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

South of Maple River Site

(32-CS-5127) Target Completion: Complete

3 parcels total

(Part of Channel Phase 1)

Phase 3 Cultural MItigation (Excavation) planned for Summer 2019

Drain 14 Site

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

1 parcel total

(Part of Channel Phase 2)

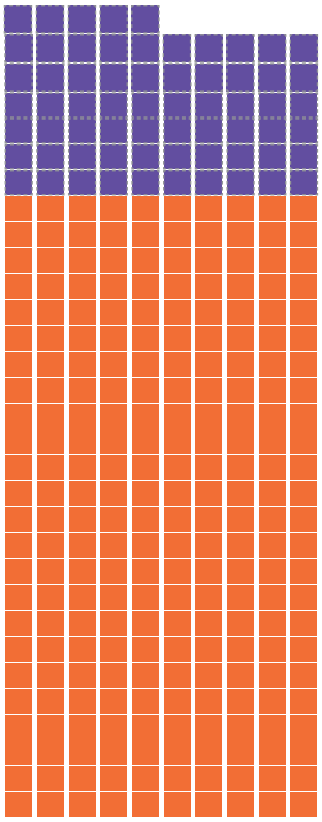
Phase 2 Cultural Investigation (Shovel Test) planned for Fall 2019

Environmental Monitoring Areas (BIOGEO)

FM AREA DIVERSION PROJECT

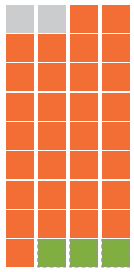
As of June 19, 2019

Cass County



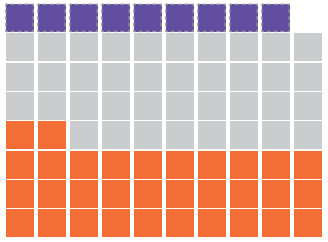
305 parcels total

Richland County



35 parcels total

Clay County



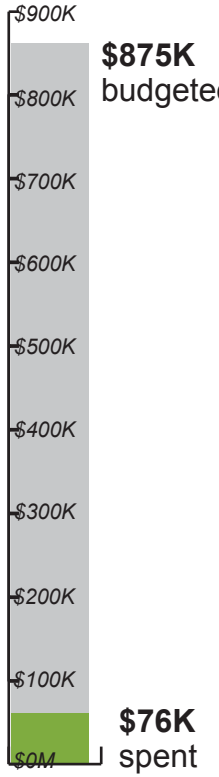
78 parcels total

Wilkin County

10 parcels total

- *Parcels Added May 2019*
- *ROE Sent*
- *ROE Granted*
- *USACE Easement Bounds In Work*
- *Preliminary COS In Work*
- *On Hold*
- *In Negotiations*
- *Bio/Geo Easement Secured*
- *Change from last report*

Hard Costs paid to Property Owners



- *Budgeted*
- *Purchase Agreement*
- *Spent*

Diversion Channel

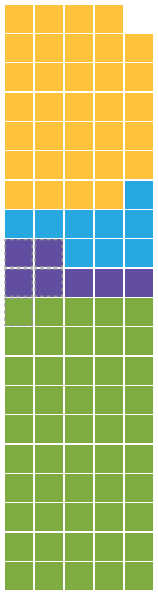
FM AREA DIVERSION PROJECT

As of June 19, 2019

Phase 1

(WP LAP01)

Target Completion: April 2020



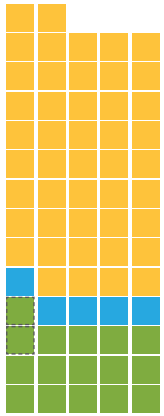
99 parcels total

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

Phase 2

(WP LAP02)

Target Completion: April 2020



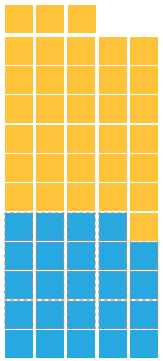
67 parcels total

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

Phase 3

(WP LAP03)

Target Completion: April 2020



58 parcels total

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

Hard Costs paid to Property Owners

$78.8M budgeted

$1.7 M purchase agreement

$28.1M spent

$9.2M asset property

- Budgeted
- Purchase Agreement
- Spent
- Asset Property

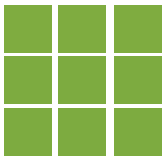
Southern Embankment Control Structures

FM AREA DIVERSION PROJECT

As of June 19, 2019

Diversion Inlet Control Structure

(WP 26)
Targeted Completion: Complete



9 parcels total

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

Wild Rice Control Structure

(WP 30)
Target Completion: TBD

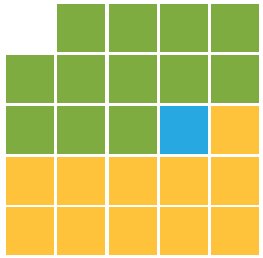
- *"Option" Parcels*
- *"Base" Parcels*

4 parcels total

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

Red River Control Structure

(WP 35)
Target Completion: TBD



24 parcels total

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

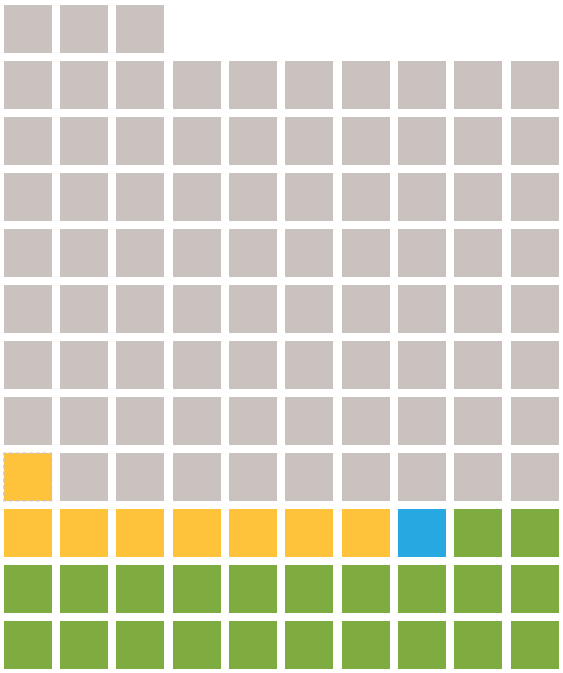
Southern Embankment

FM AREA DIVERSION PROJECT

As of June 19, 2019

Southern Embankment

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

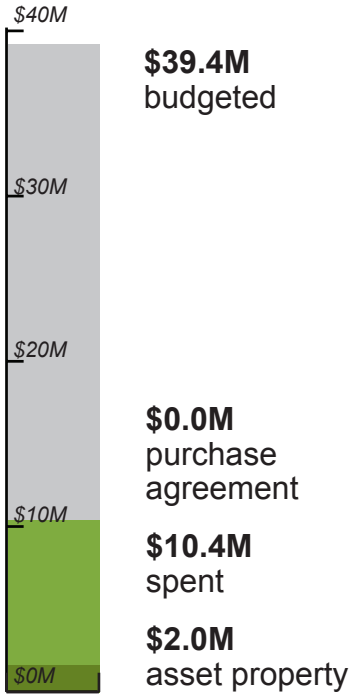


113 parcels total

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

Southern Embankment & Control Structures

Hard Costs paid to Property Owners



$39.4M budgeted

$0.0M purchase agreement

$10.4M spent

$2.0M asset property

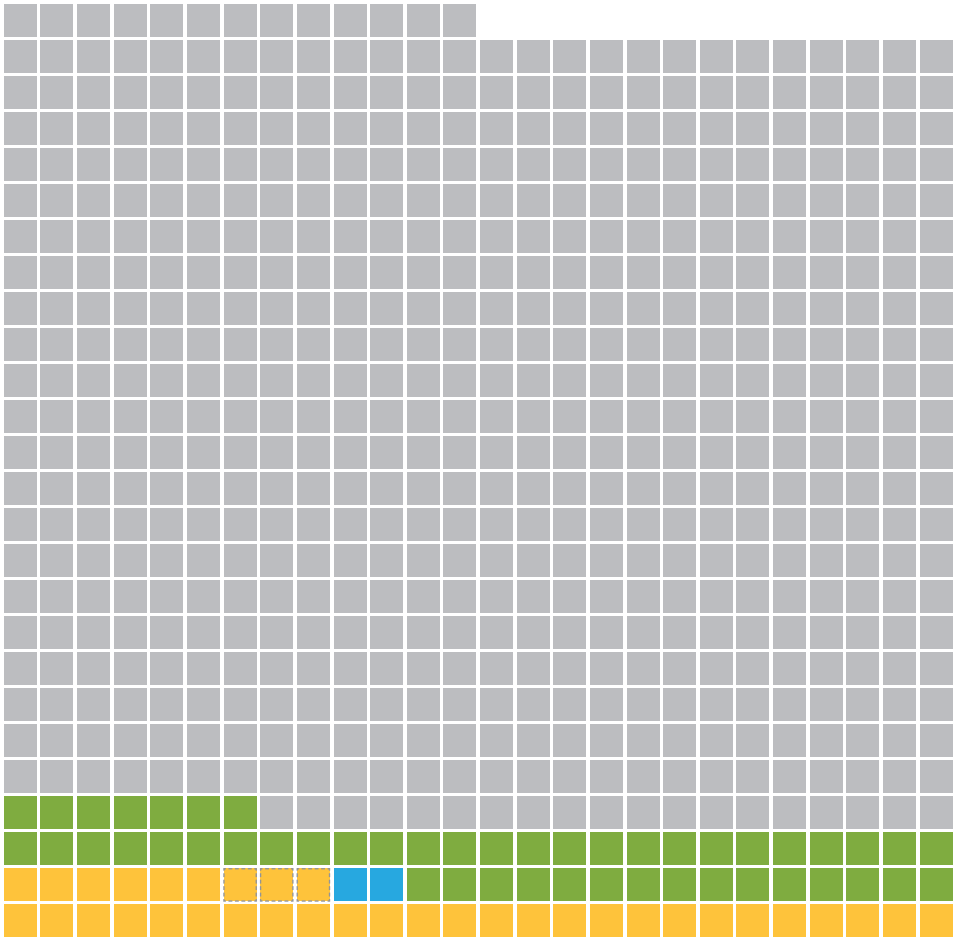
- Budgeted
- Purchase Agreement
- Spent
- Asset Property

Upstream Mitigation Area (WP 38)

FM AREA DIVERSION PROJECT

As of June 19, 2019

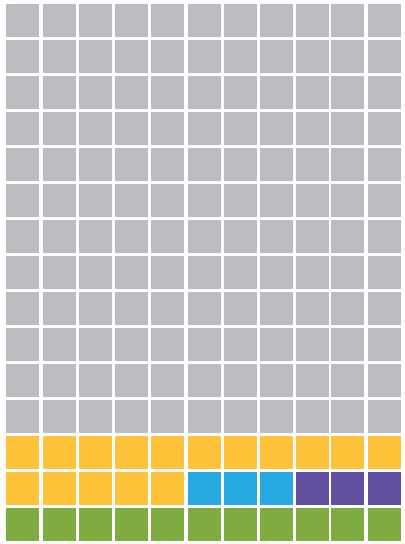
Flowage Easements without structures



Approximately 663 parcels total

- 35 Appraisal/MOU Pending
- 2 In Negotiation
- 0 Agreement Signed
- 48 Flowage Easement Secured
- 0 Condemnation
- Changed

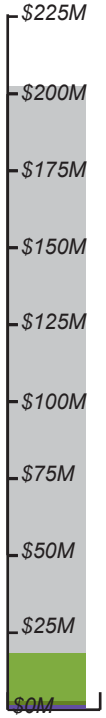
Structure Sites



Approximately 165 parcels total

- 16 Appraisal/MOU Pending
- 3 In Negotiation
- 3 Agreement Signed
- 11 Flowage Easement Secured
- Condemnation
- Changed

Hard Costs paid to Property Owners



$204.4 M budgeted

$1.0 M purchase agreement

$13.8 M spent

$2.3 M asset property

- Budgeted
- Purchase Agreement
- Spent
- Asset Property

OHB Projects

FM AREA DIVERSION PROJECT

As of June 19, 2019

OHB Ring Levee

WP 43

Parcels needed for remaining portion of OHB Project.

14 parcels remaining

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

Hard Costs paid to Property Owners

$74.6M budgeted

$0.0M purchase agreement

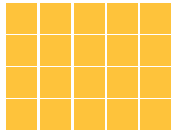
$71.6M spent*

** Includes parcels purchased outside the OHB Ring Levee*

- *Budgeted*
- *Purchase Agreement*
- *Spent*
- *Asset Property*

Hickson Main Ave ROW

WP 43D5



20 parcels total

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

Hard Costs paid to Property Owners

$50.0K budgeted

$0K purchase agreement

$0K spent

- *Budgeted*
- *Purchase Agreement*
- *Spent*
- *Asset Property*

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

	2011	2012	2013	2014	2015	2016	2017	2018	2019	Cumulative Totals
Revenues										
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	35,212,877	31,790,784	30,068,553	12,563,095	172,487,594
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	111,715,540	14,193,826	14,066,719	5,601,885	208,430,253
State Water Commission			3,782,215	602,918	31,056,740	101,436,302	23,650,143	10,229,504	14,296,402	185,054,224
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-		-	706,805
Reimbursements						33,880	49,699	31,034	-	114,613
Lease/Rental Payments			17,358	154,180	180,341	260,806	350,720	466,494	70,010	1,499,908
Asset Sales				616,774	315,892	175,190	117,079	-	-	1,224,935
Interest Income							505,157	1,246,875	829,540	2,581,572
Miscellaneous			226	626	427		-	356	-	1,635
Total Revenues	984,751	17,005,957	19,517,490	44,425,900	94,465,340	235,574,227	70,657,409	56,109,535	33,360,933	572,101,541
Expenditures										
7905 Army Corp Payments	-	-	875,000	1,050,000	2,725,000	47,279,000	1,230,000	-	-	53,159,000
7910 WIK - Administration	107,301	331,321	77,614	169,019	282,227	545,555	500,885	958,066	316,689	3,288,677
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,719,505	2,631,656	2,426,701	740,020	31,033,469
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	8,464,392	14,714,801	7,061,890	2,856,102	53,775,643
7925 WIK - Recreation		163,223					-	-	-	163,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	46,717,049	40,728,316	8,758,761	10,920,929	186,742,310
7931 LERRDS - Minnesota		27,996	287,907	13,068	32,452	1,815,566	35,457	4,354	2,967	2,219,766
7940 WIK Mitigation - North Dakota				587,180			225,293	100,316	-	912,789
7941 WIK Mitigation - Minnesota							-	-	-	-
7950 Construction - North Dakota				1,738,638	19,269,055	42,263,916	5,976,235	805,378	5,275,860	75,329,081
7951 Construction - Minnesota							-	-	-	-
7952 Construction - O/H/B				11,282,504	5,044,001	776,720	7,365,462	7,478,270	449,607	32,396,564
7955 Construction Management				556,209	2,867,422	5,182,366	1,498,050	294,744	238,121	10,636,912
7980 Operations & Maintenance							6,403	28,538	41,493	76,435
7990 Project Financing		50,000	70,000	216,376	566,600	5,435,289	8,305,600	9,975,391	1,472,988	26,092,244
7995 Project Eligible - Off Formula Costs						-	-	-	-	-
7999 Non Federal Participating Costs	116					-	221,568	-	-	221,684
Total Expenditures	984,750	17,005,957	11,990,261	45,324,414	95,896,147	161,199,358	83,439,726	37,892,409	22,314,775	476,047,797

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

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

***** Receivable balance is as of 3.31.2019

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

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

METRO FLOOD DIVERSION AUTHORITY — Monday 13 May 2019

Data Through Date: Friday, May 31, 2019

Summary of Expenses

EXP-2019-05

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

METRO FLOOD DIVERSION AUTHORITY Monday 13 May 2019

Data Through Date: Friday, May 31, 2019

Summary of Expenses

EXP-2019-05

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

METRO FLOOD DIVERSION AUTHORITY Monday 13 May 2019

Data Through Date: Friday, May 31, 2019

Summary of Expenses

EXP-2019-05

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

METRO FLOOD DIVERSION AUTHORITY — **Monday 13 May 2019**

Data Through Date: Friday, May 31, 2019

Summary of Expenses

EXP-2019-05

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

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

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

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of May 31, 2019

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

FM Metropolitan Area Flood Risk Management Project

Cumulative Vendor Payments Since Inception

As of May 31, 2019

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
SEIGEL COMMUNICATIONS SERVICE	$ 2,345.00	$ 2,345.00	$ -	Public Outreach
BNSF RAILWAY CO	$ 2,325.00	$ 2,325.00	$ -	Permits for In-Town Levee Projects
COUGAR TREE CARE INC	$ 2,300.00	$ 2,300.00	$ -	Tree Removal
FORUM COMMUNICATIONS (LEGALS)	$ 2,224.20	$ 2,224.20	$ -	Advertising Services
FORUM COMMUNICATIONS (ADVERT)	$ 1,743.77	$ 1,743.77	$ -	Advertising Services
NORTH DAKOTA TELEPHONE CO	$ 1,697.00	$ 1,697.00	$ -	Communication
ERBERT & GERBERTS SUBS	$ 1,232.29	$ 1,232.29	$ -	lunches for the task force meetings
HUBER, STEVE	$ 1,056.43	$ 1,056.43	$ -	Home Buyouts
WARREN TOWNSHIP	$ 1,023.72	$ 1,023.72	$ -	SEEDING, ROAD REPAIR, DUST CONTROL
DEPT OF NATURAL RESOUR	$ 1,000.00	$ 1,000.00	$ -	DNR Dam Safety Permit Application Fee
TRIO ENVIRONMENTAL CONSULTING	$ 747.60	$ 747.60	$ -	Asbestos and LBP Testing - Home Buyouts
NDSU-DINING-STORE 685	$ 701.75	$ 701.75	$ -	Meeting Incidentals
RED RIVER TITLE SERVICES INC	$ 675.00	$ 675.00	$ -	Abstract Updates
HEARTLAND SEEDS, INC.	$ 600.00	$ 600.00	$ -	Lawn Mowing Services
BNSF RAILWAY COMPANY	$ 600.00	$ 600.00	$ -	MOU Agreement
CIVIL DESIGN INC	$ 595.00	$ 595.00	$ -	MOU Agreement
RED RIVER VALLEY COOPERATIVE A	$ 536.96	$ 536.96	$ -	Electricity - Home Buyouts
FERRELLGAS	$ 496.00	$ 496.00	$ -	Propane - Home Buyouts
BROKERAGE PRINTING	$ 473.33	$ 473.33	$ -	Custom Printed Forms
DAWSON INSURANCE AGENCY	$ 388.52	$ 388.52	$ -	Property Insurance - Home Buyouts
KOCHMANN, CARTER	$ 315.00	$ 315.00	$ -	Lawn Mowing Services
GALLAGHER BENEFIT SERVICES INC	$ 250.00	$ 250.00	$ -	Job Description Review
DONS PLUMBING	$ 240.00	$ 240.00	$ -	Winterize - Home Buyouts
HARWOOD TOWNSHIP, CASS, ND	$ 208.91	$ 208.91	$ -	Township Meeting Expenses
WALMART STORE #4352	161.97	$ 161.97	$ -	Meeting Incidentals
CURTS LOCK & KEY SERVICE INC	138.1	$ 138.10	$ -	Service Call - Home Buyouts
GOOGLE LOVEINTHEOVEN	116	$ 116.00	$ -	Meeting Incidentals
LANE, BARRET	108.77	$ 108.77	$ -	Lodging Expense
FEDERAL EXPRESS CORPORATION	71.89	$ 71.89	$ -	Postage
Grand Total	**$ 538,399,996.99**	**$ 476,047,797.05**	**$ 62,352,199.94**	

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

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

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
477 Oxbow Drive - OIN 9614 - Henry & Suzanne Mertz	10/27/2017	25,020.58	-	-	-	25,020.58
354 &358 Schnell Drive	12/6/2018	199,512.06	-	-	-	199,512.06
872 Riverbend Rd	10/17/2018	14,329.43	-	-	-	14,329.43
869 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
873 Riverbend Rd	10/17/2018	13,029.43	-	-	-	13,029.43
Home Buyouts - Hickson						
17495 52nd St SE	4/28/2015	785,747.66	-	27,604.74	-	813,352.40
4985 and 4989 Klitzke Drive, Pleasant Twp	7/20/2016	245,926.71	-	92,817.44	-	338,744.15
Home Buyouts - Horace						
2914 124th Ave S	12/29/2016	50,981.00	-	-	-	50,981.00
17471 49th St SE - Campbell - OIN 9403	2/16/2017	883,581.00	-	154,196.55	-	1,037,777.55
17465 49th St SE - Campbell - OIN 9411	2/21/2017	828,561.00	-	190,389.56	-	1,018,950.56
17474 52nd St SE - Leher - OIN 1889/1990/2182	7/11/2017	909,905.00	-	5,482.81	-	915,387.81
17449 50th Street SE - Scott Young	9/1/2017	398,936.66	-	-	-	398,936.66
4848 CR 81 S, Horace, ND _ OIN 9405	9/15/2017	451,185.00	-	36,153.08	-	487,338.08
17568 Pfiffer Drive - OIN 9387	3/6/2018	505,925.70	-	3,590.00	-	509,515.70
15-0000-02690-010 & 15-0000-02690-020 - Cossette _ OIN 229 & 230	11/29/2017	2,433,020.59	-	-	-	2,433,020.59
5021 171st Ave. Southeast, Horace, ND _ OIN 1955	12/18/2017	248,677.89	-	-	-	248,677.89
17554 Pfiffer Drive _OIN 9382	1/14/2019	505,498.26	-	101,579.21	-	607,077.47
Home Buyouts - Argusville						
2351 173rd Ave SE - Johnson - OIN 1222	2/6/2017	215,030.91	-	6,912.57	-	221,943.48
Easements - Fargo						
Part of Lot 5 El Zagal Park	10/9/2014	76,000.00	-	-	-	76,000.00
72 2nd St N - Bortnem	4/13/2016	37,020.00	-	-	-	37,020.00
Oak Terrace Condos - 2 N Terrace N	3/30/2016	5,588.00	-	-	-	5,588.00
Fercho Family Farms,	3/25/2015	50,000.00	-	-	-	50,000.00
Part of Lot 3 Block 4 R2 Urban Renewal Addition	3/15/2018	336,108.00				336,108.00
Easements - Hickson						
Hickson Village Lot 8 BLK 11	5/11/2016	500.00				500.00
Easements - Oxbow						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
Easements - Diversion Inlet Control Structure						
15-0000-02690-020 - Cossette	6/1/2016	-	-	-	-	-
64-0000-02730-000 - Sauvageau	6/1/2016	1,113,101.57	-	-	-	1,113,101.57
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
64-0000-02700-010 - Rheault	1/31/2017	2,243.06	-	-	-	2,243.06
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	32,340.00	-	-	-	32,340.00
Southwest corner of County Road 17 S and 112th Avenue S (comdemnation) - SAUVAGEAU LIFE EST.		373,437.00	-	-	-	373,437.00
16835 47 ST SE - Buster Farms LLLP		1,755.00	-	-	-	1,755.00
Easements - Piezometer						
67-0000-12719-010 - Adams - OIN-1201	3/13/2017	1,500.00	-	-	-	1,500.00
Easements - Minesota						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
Farmland Purchases						
SE 1/4 11-140-50 (Raymond Twp, ND) - Ueland	1/20/2014	959,840.00	-	-	-	959,840.00
2 Tracts in the E 1/2-2-137-49 - Sorby/Maier	1/24/2014	1,636,230.00	-	-	-	1,636,230.00
3 Tracts NW1/4 1-140-50, NW1/4 11-140-50, & S1/2 25-141-50 - Rust (OINs 0511,0512,0880,0897)	2/18/2014	3,458,980.70	-	-	-	3,458,980.70
11-140-50 NE1/4 (Raymond Twp) - Diekrager	4/15/2014	991,128.19	-	-	-	991,128.19
NW 1/4 36-141-50 - Monson	5/7/2014	943,560.05	-	-	-	943,560.05
W 1/2 SE 1/4 SW 1/4 & SW 1/4 SW 1/4 2-137-49 - Gorder	5/13/2014	321,386.00	-	-	-	321,386.00
SW 1/4-11-140-50 - 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) - Subdivision: Part of 23-140-50, 155.82 acres - Henke	6/17/2015	857,144.00	-	-	-	857,144.00
(Raymond Twp) - Subdivision: Part of Sec. 23., Less Gust Sub and Jason Sub T140N R50W - Henke	6/17/2015	339,071.00	-	-	-	339,071.00
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	291,840.00	-	-	-	291,840.00
64-0000-02720-000 - Ulstad (Condemnation)	11/10/2016	1,221,931.50	-	-	-	1,221,931.50
Peter Biegler, Jr - OIN 9748	7/17/2017	250,185.00	-	3,175.00	-	253,360.00
19-141-49 NE 1/4 A 160.00 - Schoenberg Farms	7/18/2017	3,470,167.12	-	-	-	3,470,167.12

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

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
SHEY RIV - Chose	7/28/2017	60,128.07	-	-	-	60,128.07
W 1/2d 1/2 10-141-49 & NW 1/4 10-141-49 - Larson Family Farm Trust	8/1/2017	1,402,847.99	-	-	-	1,402,847.99
S1/2 W1/2 NW1/4 - Conyers	8/3/2017	33,150.00	-	-	-	33,150.00
27th St SE, between 169th Ave SE and I-29 - Nelson	8/3/2017	1,024,189.50	-	-	-	1,024,189.50
Meridian, Cass County, ND - Heiden Family, LLLP	8/4/2017	1,326,882.11	-	-	-	1,326,882.11
2368 173rd Ave SE & Rural Land Part of SE1/4 35-142-49, Wiser, ND - Kevin & Pamela Heiden	8/4/2017	614,439.02	-	-	-	614,439.02
20-141-49 SW 1/4 A 160.00 - Lloyd & Alice Amundson	8/9/2017	123,563.38	-	-	-	123,563.38
5251 174 1/2 Ave SE, Pleasant Township, ND 58047	8/18/2017	254,354.28	-	-	-	254,354.28
35-142-49 SW 1/4 A 160.00 - Burley _ OIN 1218	8/31/2017	167,091.47	-	-	-	167,091.47
S-1/2 of N1/2 of Section 36-142-49, Wayne & Gary Ohnstad_OIN 1223	12/13/2017	200,135.00	-	-	-	200,135.00
2-141-49 S 1/2 OF NE 1/4 & N 1/2 OF SE 1/4	12/20/2017	251,668.74	-	-	-	251,668.74
County Rd 32 between 167th Ave SE and 169th Ave SE, 25-141-50 NE 1/4	1/19/2018	831,853.08	-	-	-	831,853.08
County Rd 32 between 167th Ave SE and 169th Ave SE, 30-141-50 NW 1/4	3/23/2018	831,535.25		-	-	831,535.25
NE 1/4 Section 14 Township 140 North of Range 50 West of 5th Principle Meridian LESS the East 85 feet of said NE Quarter	2/22/2018	707,530.88	-	-	-	707,530.88
East Half (E1/2), Section 3 Township 141 North, Range 49 West	5/18/2017	733,126.76	-	-	-	733,126.76
NE Quarter of NE Quarter of Section 33 Township 138 North of Range 49	1/7/2019	587,650.00	-	-	-	587,650.00
Land Purchases						
Hayden Heights Land, West Fargo ND	10/12/2012	484,016.00	-	-	(730,148.14)	(246,132.14)
Lot 4, Block 4, ND R-2 Urban Renewal Addition, Fargo ND - Professional Associates	5/14/2015	39,900.00	-	-	-	39,900.00
BNSF Railway Company	10/28/2015	27,000.00	-	-	-	27,000.00
City of Fargo - OIN 2366 & OIN 2367	3/9/2017	1,022,533.30	-	-	-	1,022,533.30
Edwin and Margaret Ployhart OIN 8852	4/5/2017	5,121.18	-	-	-	5,121.18
Arthur Mathison RT OIN 1994	5/19/2017	750.00	-	-	-	750.00
Ideal Ag Corp OIN 9789 / 9790	5/25/2017	30,120.68	-	-	-	30,120.68
OIN 1195 / 1196 - Mark Thorson	9/15/2017	203,678.32	-	-	-	203,678.32
Block 1 W. Shorr Subdivision of Eagle Township (Lots 1,2,3,4,5,10,11,12,13,14,15,16)	2/28/2019	3,395,663.23	-	-	-	3,395,663.23
NE Quarter of section 28 in Township 138 North of Range 49 West of the 5th Principle Meridian less the South 67 feet of the North 100 feet of the NE Quarter of section 28 Township 138 North of Range 49 West of 5th Principle Meridian, Auditors Lot 1 and East 33 feet	1/10/2019	2,158,545.00	-	-	-	2,158,545.00
Auditor's Lots 2, 3, 5 of the Southeast Quarter of Section 34, Township 138 North of Range 49 West	12/8/2018	724,254.52	-	-	-	724,254.52
The West One Half of the Southwest Quarter of the Southwest Quarter of Section Nine, Township 137, Range 49 West of the 5th Principle Meridian	1/8/2019	200,120.00	-	-	-	200,120.00
Southwest Quarter of Section 2 Township 141 North Range 49 West of the 5th Principle Meridian	2/13/2019	336,646.65	-	-	-	336,646.65
Southeast Quarter of Section 27, Township 140 North Range 50	2/25/2019	825,430.39	-	-	-	825,430.39
Railroad Outlot #3 situated in Sections 6 and 7, Township 139 North of Range 48 West of the 5th Principal Meridian	5/30/2019	8,072.00	-	-	-	8,072.00
		99,325,843.17	-	34,657,858.12	(1,107,856.01)	132,875,845.28
			(32,000.00)		10,000.00	
					Property Management Expense	2,098,734.49
					Grand Total	**$ 134,974,579.77**

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

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

Finance Committee Bills from June 2019

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

CASS COUNTY GOVERNMENT

Cass County
Joint Water
Resource
District

June 13, 2019

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

Dan Jacobson
Chairman
West Fargo, North Dakota

Rodger Olson
Manager
Leonard, North Dakota

Ken Lougheed
Manager
Gardner, North Dakota

Jacob Gust
Manager
Fargo, North Dakota

Ken Pawluk
Manager
Fargo, North Dakota

Greetings:

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

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

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

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis
Secretary-Treasurer

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
casscountynd.gov

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

Updated 6/13/19

Invoice Paid	Invoice Date	Invoice No.	Project No.	Amount	Vendor	Description
5/9/2019	4/29/2019	161954	130007	19,628.56	Ohnstad Twichell, P.C.	Legal-Diversion ROW Acquisition
5/9/2019	5/3/2019	162158	187007	501.00	Ohnstad Twichell, P.C.	Legal-Right of Entry 2018
5/9/2019	4/29/2019	162002	197007	141.50	Ohnstad Twichell, P.C.	Legal-ROW Wild Rice Structure
5/9/2019	5/3/2019	162159	187007	721.50	Ohnstad Twichell, P.C.	Legal-Bio/GEO Easements
5/9/2019	5/3/2019	162154	170007	5,774.00	Ohnstad Twichell, P.C.	Legal-Sauvageau Eminent Domain (224)
5/9/2019	4/29/2019	161966	170007	7,278.50	Ohnstad Twichell, P.C.	Legal-Upstream Mitigation Area
5/9/2019	4/29/2019	161980	187007	1,380.00	Ohnstad Twichell, P.C.	Legal-Diversion - Southern Embankment
5/9/2019	4/29/2019	161960	160007	6,850.50	Ohnstad Twichell, P.C.	Legal-Channel Phase I
5/9/2019	4/29/2019	161961	160007	4,860.00	Ohnstad Twichell, P.C.	Legal-Channel Phase II
5/9/2019	4/29/2019	161951	90007	877.50	Ohnstad Twichell, P.C.	Legal-Basin Project 2009
5/9/2019	4/29/2019	161959	160007	557.00	Ohnstad Twichell, P.C.	Legal-Basin Project 2009 - Inlet Structure
5/9/2019	4/23/2019	234017		169.00	Dakota Plains Ag	LP Gas and leak check
5/9/2019	4/25/2019	14703		32.00	Cass Rural Water Users District	service to 4848 Cty Rd 81
5/9/2019	4/25/2019	13618		27.12	Cass Rural Water Users District	service to 5021 171st Ave SE
5/9/2019	4/25/2019	14321		27.00	Cass Rural Water Users District	service to 16657 38th St SE
5/9/2019	4/25/2019	14028		28.19	Cass Rural Water Users District	service to 17465 49th ST SE
5/9/2019	4/25/2019	14044		27.22	Cass Rural Water Users District	service to 17471 49th St SE
5/9/2019	4/25/2019	14110		27.43	Cass Rural Water Users District	Service to 17568 Pfiffer Dr
5/23/2019	5/23/2019			1,187,848.13	The Title Company	purchase Sauvageau etal property (OIN 224, 226)
5/23/2019	5/17/2019			182,942.24	The Title Company	RHDP reimb and closing costs for Greg Beyer (OIN 1126)
5/23/2019	5/3/2019	1799	2001	850.00	Houston-Moore Group	Engineering - Right-of-Entry Services
5/23/2019	5/3/2019	1800	2004	28,124.55	Houston-Moore Group	Engineering - Project Mgmt, ROW Services & Relocation Assistance
5/23/2019	4/30/2019	20206	3283-00	3,498.60	ProSource Technologies LLC	Acquisition
5/23/2019	5/16/2019	401606		770.00	All American Plumbing & Heating Inc	Empty fuel oil and Glycol from floor
5/23/2019	5/6/2019	9142001		219.10	Red River Valley Coop Power Assoc	Service to 16678 3rd St S Moorehead
5/23/2019	5/7/2019	1125415		45.41	Cass County Electric Cooperative	Service to 4510 112 Av S
5/23/2019	5/15/2019	1129748		80.10	Cass County Electric Cooperative	Service to 5021 171 Ave SE
5/23/2019	5/7/2019	1108711		74.05	Cass County Electric Cooperative	Service to 16657 38th St SE
5/23/2019	5/7/2019	1123339		220.26	Cass County Electric Cooperative	Service to 17465 49 St S
5/23/2019	5/7/2019	1122560		324.11	Cass County Electric Cooperative	Service to 17471 49 St S
5/23/2019	5/7/2019	1154067		14.80	Cass County Electric Cooperative	Service to 17474 52nd St SE Garage
5/23/2019	5/7/2019	1154065		34.39	Cass County Electric Cooperative	Service to 17474 52nd St SE
5/23/2019	5/7/2019	1132078		155.07	Cass County Electric Cooperative	Service to 17568 Pfiffer Dr
5/24/2019				222,749.40	The Title Company	property purchase for Greg and Mary Beyer
5/24/2019				1,371.87	The Title Company	Addl for Sauvageau
			Total	**1,678,230.10**		

OXBOW-HICKSON-BAKKE RING LEVEE INVOICES

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

IN-TOWN LEVEES INVOICES

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

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

May 22, 2019
Invoice No. 3499883

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

For Legal Services Rendered Through April 30, 2019

INVOICE TOTAL

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

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

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

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

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

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

Please make reference to the invoice number

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

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

THE CITY OF
Fargo
FAR MORE

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 31, 2019

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

Re: Metro Flood Diversion Project

Dear Kent:

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

Sincerely,

Erik R. Johnson

ERJ/lmw
Enclosure
cc: Bruce Grubb

OHNSTAD TWICHELL, P.C.

Attorneys at Law

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

15-1395 JTS Invoice # 162855

Flood Diversion Board
Bond Counsel Work - PPP

Date: June 18, 2019

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

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

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

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

PROFESSIONAL SERVICES RENDERED

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

Erik R. Johnson & Associates, Ltd.

Attorneys at Law

April 25, 2019
Invoice No. 2768

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

RE: Metro Flood Project-General Legal Matters

For Legal Services Rendered Through April 25, 2019

INVOICE TOTAL

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

Summary of Account

*Prior Balance Due	$
Total Amount Due	$1600.80

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

We appreciate your business.

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

Erik R. Johnson & Associates, Ltd
Attorneys at Law
Erik R. Johnson - Nancy J. Morris
505 Broadway - Suite 206
Fargo, ND 58102
(701) 280-1901

Invoice

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

Date	4/25/2019
Invoice #	2768-

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