



**Diversion Authority Board Meeting**  
**3:30 P.M. - Wednesday, April 23, 2020**  
Virtual Meeting

Permanent, Reliable Flood Protection

1. Call to order
2. Approve minutes from previous meeting (ACTION)
3. Approve order of Agenda (ACTION)

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

1. Financial Report [Attachment 01] (ACTION)
2. Voucher Approval (ACTION)
3. Professional Services Contract – Development and Implementation of Crop Loss Compensation Program  
Watts and Associates - \$250,000 [Attachment 02] (ACTION)
4. WP43D5 – OHB Ring Levee, Hickson Main Avenue Storm Sewer, Drainage and Street Reconstruction  
KPH, Inc. - \$1,038,423.86 [Attachment 03] (ACTION)

**REGULAR AGENDA:**

5. Executive Director Report
6. USACE Project Update
7. General Counsel Update
  - WIFIA Application Approval [Attachment 04] (ACTION)
  - Resolution for Related Engineering Services [Attachment 05] (ACTION)
8. Public Outreach
9. Land Management
  - Ag Risk Study [Attachment 06]
10. Finance
11. Other Business
  - ND Business Trade Union Presentation [Attachment 07]
12. Next Meeting: May 28, 2020
13. Adjournment

Meeting Documents are available at [www.FMDiversion.gov](http://www.FMDiversion.gov)

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## Media and Public Participation Information

There are multiple ways to attend or watch this public meeting.

- View the Meeting on Fargo TV or at [www.TVFargo.com](http://www.TVFargo.com)
- View the Meeting on the City of Fargo's Facebook or Twitter feed.
- View the Meeting at [FMDiversion.com/Meeting](http://FMDiversion.com/Meeting)
- View the Meeting at [Twitter.com/FMDiversion](https://twitter.com/FMDiversion)
- Listen to the meeting by calling the free conference call number
  - o Call in number: 1-855-209-1113
  - o Conference Code: 235-039-8866

**METRO FLOOD DIVERSION AUTHORITY  
MARCH 26, 2020—3:30 PM**

**1. MEETING TO ORDER**

A virtual meeting of the Metro Flood Diversion Authority was held Thursday, March 26, 2020, at 3:30 PM based in the Diversion Authority offices in Fargo with the following members present: Fargo City Mayor Tim Mahoney; Fargo City Commissioner Tony Grindberg; Moorhead City Mayor Johnathan Judd; Moorhead City Council Member Chuck Hendrickson; Cass County Commissioner Mary Scherling; Cass County Commissioner Chad Peterson; Cass County Commissioner Rick Steen; Clay County Commissioner Kevin Campbell; Clay County Commissioner Grant Weyland; and West Fargo City Commissioner Mike Thorstad. Moorhead City Council Member Shelly Carlson; Fargo City Commissioner Dave Piepkorn; and Cass County Joint Water Resource District Manager Rodger Olson were absent.

**2. MINUTES APPROVED**

***MOTION, passed***

**Mr. Hendrickson moved and Mrs. Scherling seconded to approve the minutes from the February 27, 2020, meeting as presented. Motion carried.**

**3. AGENDA ORDER**

***AMENDED MOTION, passed***

**Mrs. Scherling moved and Mr. Peterson seconded to approve the order of the agenda. Discussion: Mr. Mahoney said contracting actions for Ernst & Young Infrastructure Advisors and Industrial Builders, Inc. should be pulled down from the consent agenda for additional discussion. Mrs. Scherling and Mr. Peterson agreed to amend the original motion as requested by Mr. Mahoney. Motion carried.**

**4. CONSENT AGENDA BRIEFING**

Executive Director Joel Paulsen reviewed the following contracting actions from the consent agenda:

- Braun Interec Corporation (Master Agreement for Professional Services)—agreement to contract directly with the Diversion Authority to expire December 31, 2022, for a reduction in sub-consultant markup, standardized regional rates and reduction in expenses;
- Houston-Moore Group, LLC (Master Services Agreement)—agreement to contract directly with the Diversion Authority to expire December 31, 2025, for standardized regional rates, quarterly review by Executive Director and reduction in expenses;
- Terracon Consultants, Inc. (Master Agreement for Professional Services)— agreement to contract directly with the Diversion Authority to expire December 31, 2022, for a reduction in sub-consultant markup, standardized regional rates and reduction in expenses;
- Executive Management Systems, Inc. (Contract for Professional Services)—executive coaching in the amount of \$26,500.

**5. EXECUTIVE DIRECTOR REPORT**

Mr. Paulsen reviewed Executive Director approved contracting actions, including amendments to Jacobs Task Orders 4, 5, and 6. The amendments result in a \$2 million reduction for the removal of AE2S markups and a \$3 million reduction for the removal of unspent 2019 budget funds.

**6. LAND MANAGEMENT UPDATE**

*Committee report*

The Land Management Committee met on March 25<sup>th</sup>. Mrs. Scherling said much of the time was spent reviewing the Ag Impact Study produced by NDSU, which provides an abbreviated overview of the project. Ag producers have been anxious to see the latest update to the study.

**7. FINANCE UPDATE**

*Committee report*

The Finance Committee met on March 25<sup>th</sup>. Mr. Paulsen referred to the financial report and said total project expenditures to date are \$533.7 million and the net cash position is \$96.5 million.

**8. RECOMMENDED CONTRACTING ACTIONS**

Mr. Paulsen reviewed the following contracting actions:

- Ernst & Young Infrastructure Advisors, LLC (Statement of Work 5, Amendment 1)—amendment to continue P3 RFP financial support services in the amount of \$2,700,000;
- Industrial Builders, Inc. (Work Package 50B – Property Structure Mitigation) in the amount of \$259,918.

***MOTION, passed***

**Mr. Weyland moved and Mr. Judd seconded to approve the contracting actions as presented. Motion carried.**

**9. CONSENT AGENDA APPROVED**

***MOTION, passed***

**Mrs. Scherling moved and Mr. Weyland seconded to approve the consent agenda as presented. Motion carried.**

**10. NEXT MEETING DATE**

The next meeting is scheduled for Thursday, April 23, 2020.

**11. ADJOURNMENT**

There being no further business, the meeting was adjourned at 3:53 PM.

FM Metropolitan Area Flood Risk Management Project  
Fiscal Accountability Report Design Phase (Fund 790)  
As of 03/31/20

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Cumulative Totals
<b>Revenues</b>											
City of Fargo	443,138	7,652,681	7,072,961	19,373,131	28,310,373	42,565,943	30,112,100	30,150,091	32,835,957	1,648,560	200,164,935
Cass County	443,138	7,652,681	7,072,961	19,373,131	28,310,373	115,636,848	13,925,658	14,305,401	15,637,755	215	222,358,161
State Water Commission	-	-	3,782,215	602,918	31,056,740	104,501,111	25,892,783	9,227,010	26,030,185	-	201,092,962
Other Agencies	98,475	1,700,595	1,571,769	4,305,140	6,291,194	(13,260,368)	-	-	-	-	706,805
City of Oxbow MOU Repayment	-	-	-	-	-	428,392	1,158,044	-	358,178	-	1,944,614
Reimbursements	-	-	-	-	-	33,880	44,719	27,396	22,600	-	128,595
Lease/Rental Payments	-	-	17,358	154,180	180,341	260,806	354,466	527,903	653,883	22,275	2,171,212
Asset Sales	-	-	-	616,774	315,892	175,190	114,479	-	-	-	1,222,335
Interest Income	-	-	-	-	-	-	505,157	1,246,875	1,885,896	366,017	4,003,946
Miscellaneous	-	-	226	626	427	-	2,600	356	-	-	4,235
<b>Total Revenues</b>	<b>984,750</b>	<b>17,005,957</b>	<b>19,517,491</b>	<b>44,425,900</b>	<b>94,465,339</b>	<b>250,341,802</b>	<b>72,110,007</b>	<b>55,485,032</b>	<b>77,424,453</b>	<b>2,037,067</b>	<b>633,797,799</b>
<b>Expenditures</b>											
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	576,519	1,002,509	997,706	198,225	4,287,995
7915 WIK - Project Design	149,632	5,366,147	3,220,859	9,118,723	4,660,226	2,975,689	2,907,309	2,142,880	2,409,611	119,565	33,070,642
7920 WIK - Project Management	679,037	7,223,650	4,695,477	3,579,339	4,500,955	9,315,429	15,211,372	6,817,589	8,264,954	865,688	61,153,492
7925 WIK - Recreation	-	163,223	-	-	-	-	-	-	40,000	75,000	278,223
7930 LERRDS - North Dakota	48,664	3,843,620	2,763,404	17,013,358	55,948,209	52,472,770	38,286,144	8,114,895	30,199,377	2,188,972	210,879,412
7931 LERRDS - Minnesota	-	27,996	287,907	13,068	32,452	1,815,566	25,949	4,914	5,352	225	2,213,428
7940 WIK Mitigation - North Dakota	-	-	-	587,180	-	-	256,326	69,283	12,357	988	926,134
7941 WIK Mitigation - Minnesota	-	-	-	-	-	-	-	-	-	-	-
7950 Construction - North Dakota	-	-	-	1,738,638	19,269,055	43,084,726	5,267,083	4,384,090	18,183,794	466,668	92,394,054
7951 Construction - Minnesota	-	-	-	-	-	-	-	-	-	-	-
7952 Construction - O/H/B	-	-	-	11,282,504	5,044,001	791,619	10,907,637	4,111,617	365,793	4,143	32,507,315
7955 Construction Management	-	-	-	556,209	2,867,422	5,746,224	1,002,575	296,092	665,226	20,955	11,154,702
7980 Operations & Maintenance	-	-	-	-	-	6,403	28,538	41,493	35,328	-	111,762
7990 Project Financing	-	50,000	70,000	216,376	566,600	6,944,623	6,914,504	9,879,405	11,256,735	1,102,321	37,000,563
7995 Project Eligible - Off Formula Costs	-	-	-	-	-	-	-	-	-	-	-
7999 Non Federal Participating Costs	116	(0)	-	-	-	-	221,568	-	-	-	221,684
<b>Total Expenditures</b>	<b>984,750</b>	<b>17,005,957</b>	<b>11,990,261</b>	<b>45,324,414</b>	<b>95,896,147</b>	<b>170,977,604</b>	<b>82,835,524</b>	<b>36,864,767</b>	<b>72,436,232</b>	<b>5,042,750</b>	<b>539,358,407</b>

**FM Metropolitan Area Flood Risk Management Project**  
**Statement of Net Position**  
**March 31, 2020**

	<u>Amount</u>
<b>Assets</b>	
Cash	\$ 95,799,173
Receivables	
State Water Commission *	<u>212,101</u>
<b>Total assets</b>	<u><b>96,011,274</b></u>
 <b>Liabilities</b>	
Vouchers payable	6,675
Retainage payable	1,559,206
Rent Deposit	<u>6,000</u>
<b>Total liabilities</b>	<u><b>1,571,881</b></u>
 <b>NET POSITION</b>	 <u><u><b>\$ 94,439,393</b></u></u>

\* Receivable balance is as of 2/28/2020

FM Metropolitan Area Flood Risk Management Project  
FY 2019 Summary Budget Report ( In Thousands)  
As of 31 Mar 2020

	2020 Approved Budget	Current Month	Fiscal Year To Date	% Expended	Outstanding Encumbrances	Remaining Budget Balance
<b>Revenue Sources</b>						
City of Fargo	-	1,649	8,864			
Cass County	-	0	1,981			
State of ND - 50 % Match	-	-	6,888			
State of ND - 100% Match	-	-	5,243			
State of Minnesota	-	-	-			
Other Agencies	-	-	-			
City of Oxbow MOU Reimbursement	-	(61)	(122)			
Financing Proceeds	-	111	80			
Reimbursements	-	-	-			
Sales of Assets	-	-	-			
Property Income	-	2	22			
Miscellaneous	-	-	-			
<b>Total Revenue Sources</b>	<b>138,559</b>	<b>1,701</b>	<b>22,956</b>	<b>-</b>	<b>-</b>	<b>115,602</b>
<b>Funds Appropriated</b>						
Diversion Channel & Assoc. Infrastructure	7,744	614	1905	0%	3,411	2,429
Southern Embankment & Assoc. Infrastructure	1,373	49	301	22%	1,401	(330)
Other Mitigation Projects	2,872	3	8	0%	666	2,199
In-Town Flood Protection	24,894	1,940	2199	9%	979	21,716
Enabling Work / Other	26	-	0	0%	-	26
Land Acquisition & Mitigation	71,079	1,807	5184	7%	69,191	(3,295)
Engineering & Design Fees	3,135	132	618	20%	4,438	(1,921)
Program Management	16,244	850	2395	15%	78,355	(64,506)
Contingency	-	-	0	0%	-	-
Debt Service	11,100	221	722	7%	1,141	9,237
Maintenance	90	35	35	39%	-	55
<b>Total Appropriations</b>	<b>138,559</b>	<b>5,652</b>	<b>13,368</b>	<b>10%</b>	<b>159,582</b>	<b>(34,391)</b>

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses****EXP-2020-03**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-0000-206.10-00	3/12/2020	302982	LANDWEHR CONSTRUCTION INC	\$3,712.50	Pay Vendor Retainage	V03901	DEMO RIVERBEND ROAD
<b>Retainage</b>				<b>\$3,712.50</b>			
790-7910-429.11-00	3/5/2020	302794	CASS COUNTY FINANCE	\$16,737.50	EXECUTIVE DIRECTOR SALARY	V00106	EXECUTIVE DIRECTOR
	3/19/2020	303114	CASS COUNTY FINANCE	\$16,737.50	FEB-DIRECTORS SALARY	V00106	EXECUTIVE DIRECTOR
<b>Full Time Staff / Salary</b>				<b>\$33,475.00</b>			
790-7910-429.20-01	3/5/2020	302794	CASS COUNTY FINANCE	\$1,465.00	EXECUTIVE DIRECTOR SALARY	V00106	EXECUTIVE DIRECTOR
	3/19/2020	303114	CASS COUNTY FINANCE	\$1,465.00	FEB-DIRECTORS SALARY	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Health Insurance</b>				<b>\$2,930.00</b>			
790-7910-429.20-03	3/5/2020	302794	CASS COUNTY FINANCE	\$40.00	EXECUTIVE DIRECTOR SALARY	V00106	EXECUTIVE DIRECTOR
	3/19/2020	303114	CASS COUNTY FINANCE	\$40.00	FEB-DIRECTORS SALARY	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Dental Insurance</b>				<b>\$80.00</b>			
790-7910-429.21-01	3/5/2020	302794	CASS COUNTY FINANCE	\$994.11	EXECUTIVE DIRECTOR SALARY	V00106	EXECUTIVE DIRECTOR
	3/19/2020	303114	CASS COUNTY FINANCE	\$994.11	FEB-DIRECTORS SALARY	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / FICA 6.2%</b>				<b>\$1,988.22</b>			
790-7910-429.21-02	3/5/2020	302794	CASS COUNTY FINANCE	\$232.49	EXECUTIVE DIRECTOR SALARY	V00106	EXECUTIVE DIRECTOR
	3/19/2020	303114	CASS COUNTY FINANCE	\$232.49	FEB-DIRECTORS SALARY	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Medicare 1.45%</b>				<b>\$464.98</b>			
790-7910-429.22-07	3/5/2020	302794	CASS COUNTY FINANCE	\$2,052.02	EXECUTIVE DIRECTOR SALARY	V00106	EXECUTIVE DIRECTOR
	3/19/2020	303114	CASS COUNTY FINANCE	\$2,052.02	FEB-DIRECTORS SALARY	V00106	EXECUTIVE DIRECTOR
<b>Employee Benefits / Retirement Diversion</b>				<b>\$4,104.04</b>			
790-7910-429.25-00	3/5/2020	302794	CASS COUNTY FINANCE	\$291.17	EXECUTIVE DIRECTOR SALARY	V00106	EXECUTIVE DIRECTOR
	3/19/2020	303114	CASS COUNTY FINANCE	\$40.17	FEB-DIRECTORS SALARY	V00106	EXECUTIVE DIRECTOR
<b>Workers Compensation / Unemployment</b>				<b>\$331.34</b>			
790-7910-429.33-20	3/26/2020	JB03200018	CITY OF FARGO-AUDITORS OFFICE	\$5,378.90	CHARGE FOR COF TIME-03/20	V00102	General & Admin. WIK
<b>Other Services / Accounting Services</b>				<b>\$5,378.90</b>			
790-7910-429.33-25	4/4/2020	786	P CARD BMO	\$51,994.50	Ohnstad Twichell PC	V00102	General & Admin. WIK
<b>Other Services / Legal Services</b>				<b>\$51,994.50</b>			
790-7910-429.34-20	3/5/2020	302823	FARGO-MOORHEAD SERTOMA CLUB	\$1,000.00	2019 HOLIDAY LIGHTS DISPL	V00102	General & Admin. WIK
<b>Technical Services / Marketing/PR Services</b>				<b>\$1,000.00</b>			



**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses**
**EXP-2020-03**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
790-7910-429.38-68	4/4/2020	788	P CARD BMO	\$3,000.00	FREDRIKSON AND BYRON P	V00102	General & Admin. WIK
<b>Other Services / Lobbyist</b>				<b>\$3,000.00</b>			
790-7910-429.43-50	4/1/2020	303377	CASS COUNTY FINANCE	87.11	DIVERSION DIRECT MISC EXP	V00106	EXECUTIVE DIRECTOR
<b>Repair and Maintenance / Maintenance Service Contracts</b>				<b>\$87.11</b>			
790-7910-429.52-30	3/26/2020	303280	MARSH & MCLENNAN AGENCY LLC	\$33.00	ADDL INS-GEN LIABILITY	V00102	General & Admin. WIK
<b>Insurance / General Liability</b>				<b>\$33.00</b>			
790-7910-429.53-20	3/5/2020	302794	CASS COUNTY FINANCE	\$54.52	DIVERSION DIRECTORS EXP	V00106	EXECUTIVE DIRECTOR
	4/1/2020	303377	CASS COUNTY FINANCE	\$54.31	DIVERSION DIRECT MISC EXP	V00106	EXECUTIVE DIRECTOR
<b>Communications / Cellular Phone Service</b>				<b>\$108.83</b>			
790-7910-429.57-60	3/5/2020	302794	CASS COUNTY FINANCE	\$895.88	DIVERSION DIRECTORS EXP	V00106	EXECUTIVE DIRECTOR
<b>Out of State Travel / Out of State Travel Expense</b>				<b>\$895.88</b>			
790-7910-429.59-11	4/1/2020	303377	CASS COUNTY FINANCE	\$455.00	DIVERSION DIRECT MISC EXP	V00106	EXECUTIVE DIRECTOR
<b>Education / Due &amp; Membership Outstate</b>				<b>\$455.00</b>			
790-7910-429.61-10	4/1/2020	303377	CASS COUNTY FINANCE	\$67.48	DIVERSION DIRECT MISC EXP	V00106	EXECUTIVE DIRECTOR
<b>General Supplies / Office Supplies</b>				<b>\$67.48</b>			
790-7910-429.68-30	3/5/2020	302794	CASS COUNTY FINANCE	\$62.37	DIVERSION DIRECTORS EXP	V00106	EXECUTIVE DIRECTOR
	4/1/2020	303377	CASS COUNTY FINANCE	\$73.41	DIVERSION DIRECT MISC EXP	V00106	EXECUTIVE DIRECTOR
<b>Miscellaneous / Meeting Incidentals</b>				<b>\$135.78</b>			
790-7910-429.74-11	3/5/2020	302794	CASS COUNTY FINANCE	\$749.99	DIVERSION DIRECTORS EXP	V00106	EXECUTIVE DIRECTOR
	4/1/2020	303377	CASS COUNTY FINANCE	\$1,338.36	DIVERSION DIRECT MISC EXP	V00106	EXECUTIVE DIRECTOR
<b>Capital Outlay / Computer Equipment</b>				<b>\$2,088.35</b>			
790-7910-429.74-12	4/1/2020	303377	CASS COUNTY FINANCE	\$480.00	DIVERSION DIRECT MISC EXP	V00106	EXECUTIVE DIRECTOR
<b>Capital Outlay / Computer Software</b>				<b>\$480.00</b>			
790-7915-429.33-05	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$6,670.62	LEVEE DESIGN & SUPPORT	V01613	LEVEE DESIGN & SUPPORT
	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$4,793.75	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$45,798.69	SEAI WK DESIGN SERVICES	V01620	SEAI-I29 GRADE RAISE DSGN
	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$5,326.50	UPSTREAM MITIGATION	V01622	MITIGATION SUPPORT SRVCS
	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$38,631.12	WORK IN KIND	V01626	WORK-IN-KIND (WIK)
	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$5,301.00	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
	3/12/2020	303017	OXBOW, CITY OF	\$2,127.50	MOORE ENGINEERING, INC.	V02416	OXBOW MOU-MISC INFRA ENG

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses**
**EXP-2020-03**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	3/19/2020	303104	BEAVER CREEK ARCHAEOLOGY	\$5,800.00	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
	3/13/2020	JB15190010	CITY OF FARGO-AUDITORS OFFICE	\$4,119.50	ADVANCED ENGINEERING INC	V05901	SW INFRASTRUCTURE STUDY
<b>Other Services / Engineering Services</b>				<b>\$118,568.68</b>			
790-7920-429.33-05	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$61,402.76	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
<b>Other Services / Engineering Services</b>				<b>\$61,402.76</b>			
790-7920-429.33-79	3/12/2020	303017	OXBOW, CITY OF	\$1,225.25	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
	3/12/2020	302922	CH2M HILL ENGINEERS INC	\$422,648.01	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
	3/12/2020	302922	CH2M HILL ENGINEERS INC	\$377,841.77	P3 SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
<b>Other Services / Construction Management</b>				<b>\$801,715.03</b>			
790-7930-429.33-05	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,360.00	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$67,804.75	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$17,223.74	ULTEIG ENGINEERING	V01201	Cass Joint Water ROE
	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$18,886.25	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$29,702.02	PROSOURCE TECHNOLOGIES LL	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$45,764.54	HOUSTON-MOORE GROUP	V01201	Cass Joint Water ROE
	3/19/2020	303144	HOUSTON-MOORE GROUP LLC	\$3,462.50	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
<b>Other Services / Engineering Services</b>				<b>\$184,203.80</b>			
790-7930-429.33-25	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,944.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,165.25	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$8,593.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$4,612.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$7,255.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$11,380.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$8,220.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,170.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$874.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$7,091.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$13,554.10	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
	3/19/2020	303132	ERIK R JOHNSON & ASSOCIATES	\$71.40	LEERDS 1/26-2/25	V00103	General & Admin. LERRDS
	4/4/2020	786	P CARD BMO	\$134,866.35	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
	4/4/2020	786	P CARD BMO	\$2,228.80	Ohnstad Twichell PC	V00103	General & Admin. LERRDS
<b>Other Services / Legal Services</b>				<b>\$203,027.90</b>			
790-7930-429.33-32	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$9,000.00	CROWN APPRAISALS, INC.	V01201	Cass Joint Water ROE

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses**
**EXP-2020-03**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$7,875.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$12,000.00	INTEGRA REALTY RESOURCES	V01201	Cass Joint Water ROE
<b>Other Services / Appraisal Services</b>				<b>\$28,875.00</b>			
790-7930-429.33-79	3/12/2020	302922	CH2M HILL ENGINEERS INC	\$224,322.90	ACQUISITION MGMT SERVICES	V00210	CH2M HILL-LAND ACQUISITON
<b>Other Services / Construction Management</b>				<b>\$224,322.90</b>			
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$3,250.00	DAVID GERMANSON	V01201	Cass Joint Water ROE
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	DOUGLAS SHERMAN	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	BRENT OLSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	KERI OLSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	KATHLEEN HANSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,500.00	WAYNE FREEDLAND	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,500.00	CAROL FREEMAN	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	KIM HOFFMAN	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	GENE LOCKWOOD	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	JOE LOUWAGIE	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	CASSIE LOUWAGIE	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	JON LARSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	MARY ADAMS	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	DALE FLESBERG	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	RANDAL WOODLEY	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	GRETA EVENSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	SEAN EVENSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	CHRISTOPHER JOHNSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	DAWN MCKINNON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$750.00	DANIEL PETERSON	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	NEIL LANDSTROM	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$375.00	STEPHANIE LANSTROM	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,500.00	DORIS KYLLO	V01704	ND LAND - BIOTIC GEO MORP
<b>Technical Services / Right of Entry Requests</b>				<b>\$18,250.00</b>			
790-7930-429.41-05	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$118.20	CITY OF FARGO	V01703	ND LAND PURCH - IN TOWN
<b>Utility Services / Water and Sewer</b>				<b>\$118.20</b>			
790-7930-429.61-50	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$96.60	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$100.75	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses**

EXP-2020-03

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
<b>General Supplies / Postage</b>				<b>\$197.35</b>			
790-7930-429.62-50	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$118.79	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
<b>Energy / Natural Gas</b>				<b>\$118.79</b>			
790-7930-429.62-51	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$351.31	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$46.74	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$557.10	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$253.99	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$41.60	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$47.99	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$362.63	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$205.93	XCEL ENERGY	V01703	ND LAND PURCH - IN TOWN
<b>Energy / Electricity</b>				<b>\$1,867.29</b>			
790-7930-429.62-52	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$340.14	FOSS JOHNSON OIL LLC	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$80.54	DEANS BULK SERVICE INC,	V01701	ND LAND PURCH-OUT OF TOWN
<b>Energy / Propane</b>				<b>\$420.68</b>			
790-7930-429.67-11	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$3,360.00	JOSEPH MERZ	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$524.00	ND GUARANTY & TITLE CO	V01701	ND LAND PURCH-OUT OF TOWN
<b>Relocation / Residential Buildings</b>				<b>\$3,884.00</b>			
790-7930-429.68-10	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$139.50	CASS COUNTY JOINT WRD	V01201	Cass Joint Water ROE
	3/12/2020	JB18170001	CITY OF FARGO-AUDITORS OFFICE	\$12,950.00	HURLEY CROP DAMAGE	V01201	Cass Joint Water ROE
<b>Miscellaneous / Miscellaneous</b>				<b>\$13,089.50</b>			
790-7930-429.71-30	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,204,858.00	TRN ABSTRACT & TITLE CO	V01701	ND LAND PURCH-OUT OF TOWN
<b>Land / Land Purchases</b>				<b>\$1,204,858.00</b>			
790-7930-429.73-20	3/12/2020	302982	LANDWEHR CONSTRUCTION INC	-\$1,000.00	RETAINAGE CORRECTION	V03901	DEMO RIVERBEND ROAD
<b>Infrastructure / Site Improvements</b>				<b>-\$1,000.00</b>			
790-7930-429.80-17	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$2,186.87	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$2,103.71	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$2,307.91	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$442.19	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$507.72	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$198.75	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses****EXP-2020-03**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,112.46	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$501.48	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$315.99	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$95.67	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$2.69	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,250.45	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$74.37	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$927.09	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,050.54	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$5,721.84	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$2,248.34	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$2,027.81	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$670.89	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,515.65	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,459.18	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$550.35	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$475.83	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,835.28	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$4,534.08	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,696.03	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,367.00	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,314.43	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,791.30	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$2,297.67	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$981.23	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$15.99	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$38.78	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,156.03	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,843.28	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$2,182.37	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$384.12	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,782.51	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,642.92	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,613.16	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,785.51	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN

**Tuesday, April 14, 2020**

## Summary of Expenses

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METRO FLOOD DIVERSION AUTHORITY Tuesday, April 14, 2020

Tuesday, April 14, 2020

Data Through Date:
Tuesday March, 31 2020

Summary of Expenses

## Summary of Expenses

**EXP-2020-03**

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**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses****EXP-2020-03**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,502.78	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$1,502.78	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
<b>Debt Service / Property Tax - FMDA</b>				<b>\$136,231.09</b>			
790-7931-429.62-51	3/5/2020	302808	CASS COUNTY JOINT WATER RESOURCE DI	\$224.90	RED RIVER VALLEY COOP POW	V02302	MN LAND PURCHASE-HARDSHIP
<b>Energy / Electricity</b>				<b>\$224.90</b>			
790-7931-429.80-17	3/12/2020	JB18170001	CITY OF FARGO-AUDITORS OFFICE	-\$9,204.30	RCLS BRAKKE TAX REFUND	V02301	MN LAND PURCHASES
<b>Debt Service / Property Tax - FMDA</b>				<b>-\$9,204.30</b>			
790-7950-429.33-05	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$1,935.00	KADRMAS LEE & JACKSON INC	V05405	LEVEE/FLOODWALL - BELMONT
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$1,491.00	KADRMAS LEE & JACKSON INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$9,030.58	City of Fargo	V05402	DEMO/LEVEE/WALL-ROSEWOOD
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$417.64	SRF CONSULTING GROUP	V05407	FLOOD MIT-RIVERWOOD ADDTN
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$29,308.60	City of Fargo	V05411	FLOOD MIT-OAK GROVE AREA
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$375.50	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$30,106.00	APEX ENGINEERING GROUP IN	V05419	STORM LIFT STATION #24
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$15,841.00	City of Fargo	V05404	LEVEE-OAKCREEK/COPPERFLD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$19,657.57	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$11,184.45	HOUSTON ENGINEERING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$2,643.00	HOUSTON ENGINEERING INC	V05401	DEMOLITION/LEVEE-HARWOOD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$2,362.75	HOUSTON ENGINEERING INC	V05401	DEMOLITION/LEVEE-HARWOOD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$34,078.50	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$17,309.75	HDR ENGINEERING INC	V05405	LEVEE/FLOODWALL - BELMONT
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$60,899.65	City of Fargo	V05405	LEVEE/FLOODWALL - BELMONT
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$4,427.50	KADRMAS LEE & JACKSON INC	V05405	LEVEE/FLOODWALL - BELMONT
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$1,222.00	KADRMAS LEE & JACKSON INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$9,987.96	City of Fargo	V05402	DEMO/LEVEE/WALL-ROSEWOOD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$10,811.25	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$3,160.25	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$8,475.35	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$1,028.75	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$10,450.50	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$1,548.50	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$15,126.55	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$4,632.25	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$21,321.80	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA



**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses**
**EXP-2020-03**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$572.00	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$2,739.25	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$6,454.00	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$1,480.05	City of Fargo	V05403	DEMO - CITYWIDE
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$2,690.47	City of Fargo	V05421	BACKFILL OLD BORROW PIT
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$32,204.00	APEX ENGINEERING GROUP IN	V05419	STORM LIFT STATION #24
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$7,872.00	APEX ENGINEERING GROUP IN	V05419	STORM LIFT STATION #24
<b>Other Services / Engineering Services</b>				<b>\$382,845.42</b>			
790-7950-429.33-25	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$330.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$300.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$1,333.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$496.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$2,091.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$999.60	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$150.00	O'KEEFFE, O'BRIEN, LYSON &	V05418	FLOOD ACQUISITIONS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$1,624.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$1,300.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$203.09	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$512.50	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$200.00	RED RIVER TITLE SERVICES	V05418	FLOOD ACQUISITIONS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$2,459.20	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$1,392.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
<b>Other Services / Legal Services</b>				<b>\$13,390.89</b>			
790-7950-429.33-32	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$2,500.00	PAGAN, JORGE L	V05407	FLOOD MIT-RIVERWOOD ADDTN
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$2,500.00	PAGAN, JORGE L	V05407	FLOOD MIT-RIVERWOOD ADDTN
<b>Other Services / Appraisal Services</b>				<b>\$5,000.00</b>			
790-7950-429.38-99	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$43.11	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$626.02	XCEL ENERGY	V05412	DEMO - CITY WIDE
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$181.53	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$62,965.58	CASS COUNTY ELECTRIC-4100	V05406	DRAIN 27 LIFT STATION #56
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$406.73	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$507.08	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$40.29	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$42.82	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses**
**EXP-2020-03**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$73.57	XCEL ENERGY	V05412	DEMO - CITY WIDE
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$135.38	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$72.52	XCEL ENERGY	V05412	DEMO - CITY WIDE
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$168.33	CASS COUNTY ELECTRIC COOP	V05412	DEMO - CITY WIDE
<b>Other Services / Other Services</b>				<b>\$65,262.96</b>			
790-7950-429.68-10	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$2,622.00	KEY CONTRACTING INC	V05416	FLOOD MIT-MICKELSON FIELD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$993.48	OFFICE SIGN COMPANY	V05417	FLOOD ADMINISTRATION
<b>Miscellaneous / Miscellaneous</b>				<b>\$3,615.48</b>			
790-7950-429.71-30	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$90,305.75	O'KEEFFE,O'BRIEN, LYSON &	V05402	DEMO/LEVEE/WALL-ROSEWOOD
	3/31/2020	JB03200028	CITY OF FARGO-AUDITORS OFFICE	\$293,086.01	O'KEEFFE,O'BRIEN, LYSON &	V05411	FLOOD MIT-OAK GROVE AREA
<b>Land / Land Purchases</b>				<b>\$383,391.76</b>			
790-7950-429.73-20	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$26,904.65	DESIGNER HOMES OF FARGO-M	V05421	BACKFILL OLD BORROW PIT
<b>Infrastructure / Site Improvements</b>				<b>\$26,904.65</b>			
790-7950-429.73-52	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$150,489.50	KEY CONTRACTING INC	V05404	LEVEE-OAKCREEK/COPPERFLD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$578,546.63	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$241,626.34	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$20,544.11	DIRT DYNAMICS	V05403	DEMO - CITYWIDE
<b>Infrastructure / Flood Control</b>				<b>\$991,206.58</b>			
790-7950-429.80-12	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$24,008.90	CASS COUNTY FINANCE	V05420	FLOOD BUYOUTS - SPECIALS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$2,923.04	CASS COUNTY FINANCE	V05420	FLOOD BUYOUTS - SPECIALS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$10,797.43	CASS COUNTY FINANCE	V05420	FLOOD BUYOUTS - SPECIALS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$6,677.84	CASS COUNTY FINANCE	V05420	FLOOD BUYOUTS - SPECIALS
	3/13/2020	JB15190013	CITY OF FARGO-AUDITORS OFFICE	\$3,143.99	CASS COUNTY FINANCE	V05420	FLOOD BUYOUTS - SPECIALS
<b>Debt Service / Special Assesments</b>				<b>\$47,551.20</b>			
790-7952-429.33-05	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$4,143.05	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
<b>Other Services / Engineering Services</b>				<b>\$4,143.05</b>			
790-7955-429.33-05	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$20,515.04	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
<b>Other Services / Engineering Services</b>				<b>\$20,515.04</b>			
790-7980-429.38-99	3/13/2020	JB15190011	CITY OF FARGO-AUDITORS OFFICE	\$2,003.39	COF 2019 O&M ON LIFTS	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20191506	CITY OF FARGO-AUDITORS OFFICE	-\$8,907.51	REVERSE AP FOR COF LIFTS	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20171801	CITY OF FARGO-AUDITORS OFFICE	\$944.74	AP FOR COF LIFTS #18&#25	V02822	O & M - LIFTS #18 & #23

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses**
**EXP-2020-03**

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
	4/5/2020	JF20181901	CITY OF FARGO-AUDITORS OFFICE	\$8,907.51	AP FOR COF LIFTS #18&#25	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20181902	CITY OF FARGO-AUDITORS OFFICE	-\$944.74	REVERSE AP FOR COF LIFTS	V02822	O & M - LIFTS #18 & #23
<b>Other Services / Other Services</b>				<b>\$2,003.39</b>			
790-7980-429.52-10	3/13/2020	JB15190011	CITY OF FARGO-AUDITORS OFFICE	\$6,993.73	COF 2019 O&M ON LIFTS	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20191506	CITY OF FARGO-AUDITORS OFFICE	-\$6,681.09	REVERSE AP FOR COF LIFTS	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20161801	CITY OF FARGO-AUDITORS OFFICE	\$3,062.74	AP FOR COF LIFTS 18&25	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20171801	CITY OF FARGO-AUDITORS OFFICE	\$6,619.74	AP FOR COF LIFTS #18&#25	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20171802	CITY OF FARGO-AUDITORS OFFICE	-\$3,062.74	REVERSE AP FOR COF LIFTS	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20181901	CITY OF FARGO-AUDITORS OFFICE	\$6,681.09	AP FOR COF LIFTS #18&#25	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20181902	CITY OF FARGO-AUDITORS OFFICE	-\$6,619.74	REVERSE AP FOR COF LIFTS	V02822	O & M - LIFTS #18 & #23
<b>Insurance / Property Insurance</b>				<b>\$6,993.73</b>			
790-7980-429.62-51	3/13/2020	JB15190011	CITY OF FARGO-AUDITORS OFFICE	\$26,330.45	COF 2019 O&M ON LIFTS	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20191506	CITY OF FARGO-AUDITORS OFFICE	-\$25,904.75	REVERSE AP FOR COF LIFTS	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20161801	CITY OF FARGO-AUDITORS OFFICE	\$3,340.11	AP FOR COF LIFTS 18&25	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20171801	CITY OF FARGO-AUDITORS OFFICE	\$20,973.72	AP FOR COF LIFTS #18&#25	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20171802	CITY OF FARGO-AUDITORS OFFICE	-\$3,340.11	REVERSE AP FOR COF LIFTS	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20181901	CITY OF FARGO-AUDITORS OFFICE	\$25,904.75	AP FOR COF LIFTS #18&#25	V02822	O & M - LIFTS #18 & #23
	4/5/2020	JF20181902	CITY OF FARGO-AUDITORS OFFICE	-\$20,973.72	REVERSE AP FOR COF LIFTS	V02822	O & M - LIFTS #18 & #23
<b>Energy / Electricity</b>				<b>\$26,330.45</b>			
790-7990-429.33-05	3/5/2020	302837	HOUSTON-MOORE GROUP LLC	\$25,472.98	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
<b>Other Services / Engineering Services</b>				<b>\$25,472.98</b>			
790-7990-429.33-25	3/12/2020	302908	ASHURST LLP	\$120,233.40	DIVERSION LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
	3/12/2020	302908	ASHURST LLP	\$95,636.25	DIVERSION LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
	4/4/2020	786	P CARD BMO	\$62,797.50	Ohnstad Twichell PC	V00102	General & Admin. WIK
	3/13/2020	JB15190009	CITY OF FARGO-AUDITORS OFFICE	\$7,500.00	DORSEY & WHITNEY LLP	V00102	General & Admin. WIK
	3/13/2020	JB15190008	CITY OF FARGO-AUDITORS OFFICE	\$7,500.00	CHAPMAN AND CUTLER LLP	V00102	General & Admin. WIK
	3/13/2020	JB15190008	CITY OF FARGO-AUDITORS OFFICE	-\$7,500.00	CHAPMAN AND CUTLER LLP	V00102	General & Admin. WIK
<b>Other Services / Legal Services</b>				<b>\$286,167.15</b>			
790-7990-429.33-47	3/19/2020	303196	PROGRAM ADVISOR SERVICES, LLC	\$39,750.00	CONSULTING SERVICES	V05801	CONSULTING SERVICES
<b>Other Services / Consulting Services</b>				<b>\$39,750.00</b>			
790-7990-520.80-20	3/19/2020	303114	CASS COUNTY FINANCE	\$139,533.33	FEB LOAN INTEREST	V02906	\$100M 2017 CASS WF ADVANC
	3/12/2020	JB03200003	CITY OF FARGO-AUDITORS OFFICE	\$81,503.71	2.3.20 WF INTEREST PMT	V02905	\$100M 2017 COF WF ADVANCE

**METRO FLOOD DIVERSION AUTHORITY**

Tuesday, April 14, 2020

Data Through Date: Tuesday March, 31 2020

**Summary of Expenses**

EXP-2020-03

Account_Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Description	Project Number	Project_Description
Debt Service / Interest on Bonds				\$221,037.04			
Total Amount Invoiced this period				\$5,655,564.25			
				<u>\$3,712.50</u>	Less Paid Retainage		
				\$5,651,851.75	Total Less Paid Retainage		

FM Metropolitan Area Flood Risk Management Project  
Cumulative Vendor Payments Since Inception  
As of March 31, 2020

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
CASS COUNTY JOINT WATER RESOUR	\$ 268,517,649.32	\$ 199,326,904.04	\$ 69,190,745.28	Land Purchases, O/H/B Ring Levee, DPAC, & ROE
CH2M HILL ENGINEERS INC	\$ 134,989,971.02	\$ 57,894,535.86	\$ 77,095,435.16	Program, Project, Construction and Land Management
ARMY CORP OF ENGINEERS	\$ 53,159,000.00	\$ 53,159,000.00	\$ -	Local Share
HOUSTON-MOORE GROUP LLC	\$ 51,576,720.93	\$ 46,113,519.30	\$ 5,463,201.63	Engineering Services
INDUSTRIAL BUILDERS INC	\$ 48,102,311.00	\$ 47,249,861.39	\$ 852,449.61	Const - 2nd St North Pump Station Project and 2nd Street Floodwall
CITY OF FARGO	\$ 32,169,677.08	\$ 32,169,677.08	\$ -	Digital Imagery Project, Utility Relocation, Accounting Svcs, and Bank Loan Advance DS Payments
INDUSTRIAL CONTRACT SERVICES I	\$ 17,605,821.19	\$ 17,493,762.16	\$ 112,059.03	Const - 4th St Pump Station and 2nd Street Floodwall
OXBOW, CITY OF	\$ 15,527,666.94	\$ 15,163,955.37	\$ 363,711.57	MOU Agreement
MEYER CONTRACTING INC	\$ 12,149,874.79	\$ 12,129,612.10	\$ 20,262.69	Construction/Demolition Services
ASHURST LLP	\$ 7,795,542.81	\$ 4,441,175.16	\$ 3,354,367.65	PPP (P3) Legal Counsel
DORSEY & WHITNEY LLP	\$ 7,723,035.86	\$ 7,723,035.86	\$ -	Legal Services
CASS COUNTY FINANCE	\$ 7,701,474.42	\$ 7,701,474.42	\$ -	Property Taxes and Bank Loan Advance DS Payments
INFRASTRUCTURE	\$ 4,377,000.00	\$ 3,236,050.82	\$ 1,140,949.18	Financial Advisor
OHNSTAD TWICHELL PC	\$ 4,048,237.63	\$ 4,048,237.63	\$ -	ROE and Bonding Legal Fees
MINNESOTA DNR	\$ 2,613,681.40	\$ 2,613,681.40	\$ -	EIS Scoping
CENTURYLINK	\$ 2,586,742.00	\$ 2,586,742.00	\$ -	Utility Relocation
OXBOW MOU LAND ADVANCE	\$ 2,383,317.16	\$ 2,383,317.16	\$ -	#N/A
LANDWEHR CONSTRUCTION INC	\$ 2,304,622.16	\$ 2,304,622.16	\$ -	Const - In-Town Demolition Contracts
URS CORPORATION	\$ 1,805,670.90	\$ 1,805,670.90	\$ -	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	\$ 882,451.41	\$ 26,698.08	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
PROGRAM ADVISOR SERVICES, LLC	\$ 650,000.00	\$ 98,625.00	\$ 551,375.00	Professional 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	\$ 560,451.03	\$ 560,451.03	\$ -	Legal Services
SCHMIDT AND SONS CONSTRUCTION	\$ 553,931.86	\$ 462,103.66	\$ 91,828.20	Oxbow Housing Relocation
RED RIVER BASIN COMMISSION	\$ 501,000.00	\$ 501,000.00	\$ -	Services
CROWN APPRAISALS INC	\$ 500,000.00	\$ 500,000.00	\$ -	Flowage Easements Valuation
NURSERY&LAN	\$ 486,502.29	\$ 472,091.04	\$ 14,411.25	Construction - Landscape
NORTHERN TITLE CO	\$ 484,016.00	\$ 484,016.00	\$ -	Land Purchases
AT & T	\$ 461,031.30	\$ 461,031.30	\$ -	Utility Relocation
BRAUN INTERTEC CORP	\$ 450,146.25	\$ 385,987.89	\$ 64,158.36	Quality Testing

FM Metropolitan Area Flood Risk Management Project  
Cumulative Vendor Payments Since Inception  
As of March 31, 2020

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
FARGO MOORHEAD METROPOLITAN	\$ 368,858.35	\$ 368,858.35	\$ -	Lidar Imaging
NDSU BUSINESS OFFICE	\$ 356,145.00	\$ 267,779.75	\$ 88,365.25	Ag Risk Study Services
BEAVER CREEK ARCHAEOLOGY	\$ 308,397.00	\$ 165,709.77	\$ 142,687.23	Engineering Services
ACONEX (NORTH AMERICA) INC	\$ 306,856.00	\$ 306,856.00	\$ -	Electronic Data Mgmt and Record Storage System
702 COMMUNICATIONS	\$ 266,892.07	\$ 266,892.07	\$ -	Utility Relocation
SPRINT	\$ 256,409.37	\$ 256,409.37	\$ -	Utility Relocation
ACON RISK SERVICES CENTRAL, INC	\$ 240,000.00	\$ 183,813.50	\$ 56,186.50	P3 Risk Advisory Services
BUFFALO-RED RIVER WATERSHED DI	\$ 221,568.00	\$ 221,568.00	\$ -	Retention Projects - Engineering Services
CASS RURAL WATER USERS DIST	\$ 213,335.00	\$ 213,335.00	\$ -	Utilities and Utility Relocation
FREDRIKSON & BYRON, PA	\$ 211,592.36	\$ 211,592.36	\$ -	Lobbying Services
ROBERT TRENT JONES	\$ 200,000.00	\$ 200,000.00	\$ -	Oxbow MOU - Golf Course Consulting Agreement
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
AECOM TECHNICAL SERVICES, INC	\$ 139,000.00	\$ 20,244.79	\$ 118,755.21	Engineering 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 SURVEY	\$ 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
CPS HR CONSULTING	\$ 50,555.98	\$ 50,555.98	\$ -	HR Consulting
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
ND WATER USERS ASSOCIATN	\$ 30,450.00	\$ 30,450.00	\$ -	Membership Dues
WESTERN AREA POWER ADMINISTRAT	\$ 30,000.00	\$ 30,000.00	\$ -	P3 Support Services
NAASTAD BROTHERS, INC	\$ 25,796.40	\$ 25,796.40	\$ -	Roadway Ditch Work
XCEL ENERGY-FARGO	\$ 16,275.85	\$ 16,275.85	\$ -	Utility Relocation

FM Metropolitan Area Flood Risk Management Project  
Cumulative Vendor Payments Since Inception  
As of March 31, 2020

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
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
MARSH & MCLENNAN AGENCY LLC	\$ 9,416.52	\$ 9,416.52	\$ -	Property Insurance - Home Buyouts
PROSOURCE TECHNOLOGIES, INC	\$ 8,324.94	\$ 8,324.94	\$ -	Vibrating Wire Piezometer Equipment
NEWMAN SIGNS INC	\$ 5,816.00	\$ 5,816.00	\$ -	Sinage
ONE	\$ 3,575.00	\$ 3,575.00	\$ -	Legal Services
MCKINZIE METRO APPRAISAL	\$ 3,200.00	\$ 3,200.00	\$ -	Appraisal Services
STUDIO 7 PRODUCTIONS	\$ 3,170.00	\$ 3,170.00	\$ -	Video Productions
BUILDING & GROUNDS MANAGEMENT	\$ 2,977.50	\$ 2,977.50	\$ -	Lawn Mowing Services
BNSF RAILWAY COMPANY	\$ 2,925.00	\$ 2,925.00	\$ -	MOU Agreement
SEIGEL COMMUNICATIONS SERVICE	\$ 2,345.00	\$ 2,345.00	\$ -	Public Outreach
COUGAR TREE CARE INC	\$ 2,300.00	\$ 2,300.00	\$ -	Tree Removal
FORUM COMMUNICATIONS (LEGALS)	\$ 2,224.20	\$ 2,224.20	\$ -	Advertising Services
HEARTLAND SEEDS, INC.	\$ 2,200.00	\$ 2,200.00	\$ -	Lawn Mowing Services
GLACIER ENTERPRISES	\$ 2,150.00	\$ 2,150.00	\$ -	Soil Grading
ND WATER EDUCATION FOUNDATION	\$ 2,000.00	\$ 2,000.00	\$ -	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
FARGO-MOORHEAD SERTOMA CLUB	\$ 1,000.00	\$ 1,000.00	\$ -	Holiday Lights Display
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
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
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	\$ 138.10	\$ 138.10	\$ -	Service Call - Home Buyouts

FM Metropolitan Area Flood Risk Management Project  
Cumulative Vendor Payments Since Inception  
As of March 31, 2020

Vendors	Approved Contract/Invoice Amount	Liquidated	Outstanding Encumbrance	Purpose
GOOGLE LOVEINTHEOVEN	\$ 116.00	\$ 116.00	\$ -	Meeting Incidentals
LANE, BARRET	\$ 108.77	\$ 108.77	\$ -	Lodging Expense
FEDERAL EXPRESS CORPORATION	\$ 71.89	\$ 71.89	\$ -	Postage
<b>Grand Total</b>	<b>\$ 698,940,093.11</b>	<b>\$ 539,358,406.73</b>	<b>\$ 159,581,686.38</b>	



**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of March 31, 2020**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
<b>Commercial Relocations - Fargo</b>						
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
<b>Home Buyouts - Fargo</b>						
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
<b>Home Buyouts - Moorhead</b>						
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
<b>Home Buyouts - Oxbow</b>						
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	-	1,396,004.59	-	2,452,442.72
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 March 31, 2020**

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
<b>Home Buyouts - Hickson</b>						
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
<b>Home Buyouts - Horace</b>						
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	-	155,896.55	-	1,039,477.55
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	-	29,301.96	-	939,206.96
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	736,781.09	-	101,579.21	-	838,360.30
4961 KLITZKE DR & 4957 KLITZKE DR	12/26/2019	6,320.00	-	-	-	6,320.00
KLITZKE BROTHERS LOT 1A BLK 1	12/26/2019	520.00	-	-	-	520.00
<b>Home Buyouts - Argusville</b>						
2351 173rd Ave SE - Johnson - OIN 1222	2/6/2017	215,030.91	-	6,912.57	-	221,943.48
<b>Easements - Fargo</b>						
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
<b>Easements - Hickson</b>						
Hickson Village Lot 8 BLK 11	5/11/2016	500.00	-	-	-	500.00
<b>Easements - Oxbow</b>						
Oxbow Parcel 57-0000-10356-070 - Pearson	10/13/2014	55,500.00	-	-	-	55,500.00
<b>Easements - Diversion Inlet Control Structure</b>						
15-0000-02690-020 - Cossette	6/1/2016	-	-	-	-	-
64-0000-02730-000 - Sauvageau	6/1/2016	1,113,101.57	-	-	-	1,113,101.57
64-0000-027400-000 - Duboard	9/15/2016	177,399.29	-	-	-	177,399.29
64-0000-02700-010 - Rheault	1/31/2017	2,243.06	-	-	-	2,243.06
15-141-49 NW1/4 160.00 AC **12-31-98 COMB FRM 44-0000-00580-000 & 44-0000-00570-000 - Larson Trust (Nygren)	6/20/2017	32,340.00	-	-	-	32,340.00
Southwest corner of County Road 17 S and 112th Avenue S (condemnation) - SAUVAGEAU LIFE EST.	7/3/2019	1,189,220.00	-	-	-	1,189,220.00
16835 47 ST SE - Buster Farms LLLP	-	1,755.00	-	-	-	1,755.00
Terry and Kay Compson Trust	1/17/2020	1,204,858.00	-	-	-	1,204,858.00
<b>Easements - Piezometer</b>						
67-0000-12719-010 - Adams - OIN-1201	3/13/2017	1,500.00	-	-	-	1,500.00
<b>Easements - Minesota</b>						
Askegaard Hope Partnership	10/14/2016	1,542,370.79	-	-	-	1,542,370.79
<b>Farmland Purchases</b>						
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 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

**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of March 31, 2020**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
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
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
<b>Land Purchases</b>						
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	-	24582.11	-	3,420,245.34
NE Quarter of section 28 in Township 138 North of Range 49 West of the 5th Principle Meridian less the South 67 feet of the North 100 feet of the NE Quarter of section 28 Township 138 North of Range 49 West of 5th Principle Meridian, Auditors Lot 1 and East 33 feet	1/10/2019	2,158,545.00	-	-	-	2,158,545.00
Auditor's Lots 2, 3, 5 of the Southeast Quarter of Section 34, Township 138 North of Range 49 West	12/8/2018	724,254.52	-	-	-	724,254.52
The West One Half of the Southwest Quarter of the Southwest Quarter of Section Nine, Township 137, Range 49 West of the 5th Principle Meridian	1/8/2019	200,120.00	-	-	-	200,120.00
Southwest Quarter of Section 2 Township 141 North Range 49 West of the 5th Principle Meridian	2/13/2019	336,646.65	-	-	-	336,646.65
Southeast Quarter of Section 27, Township 140 North Range 50	2/25/2019	825,430.39	-	-	-	825,430.39
Railroad Outlot #3 situated in Sections 6 and 7, Township 139 North of Range 48 West of the 5th Principal Meridian	5/30/2019	8,072.00	-	-	-	8,072.00
Auditor's Lot No 2 of the Southwest Quarter of Section 34, Township 138, North of Range 49 West of the 5th Principle Meridian	7/3/2019	225,249.40	-	203,759.80	-	429,009.20
NE and SE quarter Section 9, Township 141 North, Range 49 West of the 5th Principal Meridian AND NE and NW Quarter section 16, Township 141 North, Range 49 West of the 5th Principle Meridian	8/1/2019	1,697,063.17	-	-	-	1,697,063.17
North Half of the NE Quarter section and the East Half of the NW Quarter of Section 2, Township 141 North of Range 49 West of the 5th Principle Meridian	8/1/2019	776,622.28	-	-	-	776,622.28
Auditors Lot 1 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	6/13/2019	257,765.51	-	23,662.03	-	281,427.54
SW Quarter Section of Section 8, Township 141 North, Range 49 West of ther 5th Principle Meridian	11/7/2017	11,007.68	-	-	-	11,007.68
Government Lots 3 & 4 of Section 30, Township 138 North, Range 49 West of the 5th Principle Meridian	11/7/2019	1,160,482.00	-	-	-	1,160,482.00
Northwest Quarter of Section 25, Township 141 North, Range 50 West of the 5th Principle Meridian	11/27/2019	830,527.20	-	-	-	830,527.20
SW Quarter of Section 36 in Township 141 North of Range 50 West of the 5th Principle Meridian	11/27/2019	975,840.92	-	-	-	975,840.92
Auditors Lot 4 of the SW Quarter Section 34, in Township 138 North of Range 49 West of the Fifth Principal Meridian	11/27/2019	323,535.78	-	188,055.00	-	511,590.78
East Half of the NE Quarter of Section 254, Township 138 North Range 50 West of the 5th Principle Meridian	11/27/2019	12,431.73	-	-	-	12,431.73
SE Quarter Section of the NW Quarter of section Twenty, Township 137 of Range 49 West of the Fifth Principle Meridian	11/7/2019	846,828.57	-	9,963.36	-	856,791.93
East Half of the NE Quarter of Section 25, Township 138 North Range 50 West of the 5th Principle Meridian	12/26/2019	305,654.24	-	-	-	305,654.24
Lot One, In Block One of Bellmore First Subdivision	12/26/2019	828,373.27	-	-	-	828,373.27
South Half of Section 24, Township 141 North of Range 50	12/26/2019	1,660,379.20	-	-	-	1,660,379.20
SW Quarter of Section 8, Township 141 North Range 49 West of the 5th Principal Meridian and West Half of Section 17, Township 141 North Range 49 West of the 5th Pricipal Meridian	12/26/2019	60,830.60	-	-	-	60,830.60
NE Quarter of Section 27, Township 140 North Range 50 West of 5th Principal Merridian	12/26/2019	964,789.51	-	-	-	964,789.51
Government lot 7 situated in the South Half of the South Half of Section 6, Township 137 North Range 48 West	12/26/2019	428,021.46	-	-	-	428,021.46

**FM Metropolitan Area Flood Risk Management Project**  
**Lands Expense - Life To Date**  
**As of March 31, 2020**

Property Address	Purchase Date	Purchase Price	Earnest Deposit	Relocation Assistance	Sale Proceeds	Total
South 812 Feet of the North 932 feet of NE quarter section 24, Township 137 North of Range 49 West of the 5th Principle meridian and Right of way situated in North Half of section 24 Township 137 North of Ranger 29 west of the 5th Principle Meridian	12/26/2019	448,700.79	-	-	-	448,700.79
North 120 feet and the North 598.14 feet of the South 868.14 feet of NE Quarter section 24, Township 137 North of Range 49 West of the 5th Principle Meridian and railroad Right of way N Half Section 24, Township 137 North Range 49 West lying southerly of the southerly line of Highway 81 and stio 100 feet wide lying east of, parrallel and adjacent to Right of way extendint form the East-West centerline of said Section to a line therin distant 1800 feet less 200 foot wide right of way Norht half of section 24 Township 137 North of Range 49	12/26/2019	726,354.36	-	-	-	726,354.36
7-137-48 DESC TRACT A 1.60 COM AT A PT WHICH IS 1985' E OF THE SW COR OF SD SEC 7 & SD PT IS THE TR PT OF BEG OF TR HEREINAFTER DESC:: THENCE WITH A DEFLECTION TO THE LEFT OF 90 DEG FOR A DIST OF 456.4'; THENCE WITH A DEFLECTION TO THE RIGHT OF 73 D*		820.00				820.00
Government Lot 1, Section 18, Township 137 North, Range 49 West of the Fifth Principal Meridian	10/29/2019	278,164.68		5,837.31		284,001.99
		114,404,049.35	-	35,151,751.88	(1,107,856.01)	148,447,945.22
		(32,000.00)			10,000.00	
				Property Management Expense		2,354,219.49
				Grand Total		<u><u>\$ 150,802,164.71</u></u>

**FM Metropolitan Area Flood Risk Management Project**  
**In-Town Levee Work**  
**as of March 31, 2020**

<b>Vcode #</b>	<b>Vendor Name</b>	<b>Descriptions</b>	<b>Contract Amount</b>	<b>Amount Paid</b>
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	\$ 882,451.41
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
		WP-42A.1/A.3 - 4th St Pump Station & Gatewell and 2nd St		
V02805	ICS	Floodwall S	\$ 17,612,237.19	\$ 17,500,178.16
V02806	HMG	WP42 - Services During Construction	\$ 6,185,022.82	\$ 5,976,927.66
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	\$ 111,761.97	\$ 111,761.97
	Hoffman & McNamara Nursery			
V02823	& Lan	WP-42G General Landscaping and Planting	\$ 486,502.29	\$ 472,091.04
V02824	City of Fargo	COF - In-Town Flood Protection Debt Payments	\$ 12,590,315.00	\$ 12,590,315.00
V01703	Various	In-Town Property Purchases	\$ 39,409,249.77	\$ 38,191,810.26
V02825	Industrial Builders	WP-42E - 2nd Street South and Main Avenue Flood Mitigation	\$ 8,585,709.07	\$ 7,733,259.46
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
V054XX	City of Fargo	In-Town Complementary Work - Reimbursements	\$ 11,073,480.20	\$ 11,073,480.20
			<u>\$ 157,880,972.67</u>	<u>\$ 155,449,820.03</u>

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

Time Period for This Request: February 1, 2020 - February 29, 2020

Drawdown Request No: 99	
Requested Amount:	\$ 98,001.53
Total Funds Expended This Period:	98,001.53
Total Funds Requested at 100% Match	98,001.53
<b>Total Funds Requested:</b>	<b>98,001.53</b>

**STATE AID SUMMARY:**

Summary of State Funds Appropriated		
Appropriations from 2009 Legislative Session	\$	45,000,000
Appropriations from 2011 Legislative Session		30,000,000
Appropriations from 2013 Legislative Session		100,000,000
Appropriations from 2015 Legislative Session		69,000,000
Appropriations from 2015 Legislative Session - Interior Flood Control		60,000,000
Appropriations from 2017 Legislative Session		66,500,000
Anticipated appropriations to be funded in 2019 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2021 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2023 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2025 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2027 Legislative Session	66,500,000	
Anticipated appropriations to be funded in 2029 Legislative Session	47,000,000	
<b>Total State Funds</b>	<b>379,500,000</b>	<b>370,500,000</b>
Less: Payment #1 through #35 - City of Fargo		(55,510,209.00)
Less: Payment #1 - Cass County		(136,039.36)
Less: Payment #1 through #7 - Interior Flood Control		(60,000,000.00)
Less: Payment #1 through #28 - FM Diversion Authority		(38,049,107.00)
Less: Payment #29 through #75 - FM Metro Area Flood Risk Management Project		(93,470,290.00)
Less: Payment #76 - FM Metro Area Flood Risk Management Project		(433,312.97)
Less: Payment #77 - FM Metro Area Flood Risk Management Project		(11,892.35)
Less: Payment #78 - FM Metro Area Flood Risk Management Project		(244,521.99)
Less: Payment #79 - FM Metro Area Flood Risk Management Project		(255,691.15)
Less: Payment #80 - FM Metro Area Flood Risk Management Project		(121,908.95)
Less: Payment #81 - FM Metro Area Flood Risk Management Project		(105,433.98)
Less: Payment #82 - FM Metro Area Flood Risk Management Project		(135,130.77)
Less: Payment #83 - FM Metro Area Flood Risk Management Project		(13,901.70)
Less: Payment #84 - FM Metro Area Flood Risk Management Project		(558,592.20)
Less: Payment #85 - FM Metro Area Flood Risk Management Project		(229,746.00)
Less: Payment #86 - FM Metro Area Flood Risk Management Project		(6,421,825.21)
Less: Payment #87 - FM Metro Area Flood Risk Management Project		(59,863.29)
Less: Payment #88 - FM Metro Area Flood Risk Management Project		(6,650,000.00)
Less: Payment #89 - FM Metro Area Flood Risk Management Project		(973,992.33)
Less: Payment #90 - FM Metro Area Flood Risk Management Project		(1,294,793.15)
Less: Payment #91 - FM Metro Area Flood Risk Management Project		(88,136.44)
Less: Payment #92 - FM Metro Area Flood Risk Management Project		(2,835,957.03)
Less: Payment #93 - FM Metro Area Flood Risk Management Project		(750,500.56)
Less: Payment #94 - FM Metro Area Flood Risk Management Project		(6,250.00)
Less: Payment #95 - FM Metro Area Flood Risk Management Project		(111,960.91)
Less: Payment #96 - FM Metro Area Flood Risk Management Project		(3,699,516.47)
Less: Payment #97 - FM Metro Area Flood Risk Management Project		(1,954,126.65)
Less: Payment #98 - FM Metro Area Flood Risk Management Project		(4,111,403.41)
Less: Payment #99 - FM Metro Area Flood Risk Management Project		(114,099.62)
Less: Payment #100 - FM Metro Area Flood Risk Management Project		(98,001.53)
<b>Total Funds Reimbursed</b>		<b>(278,446,204.02)</b>
<b>Total State Fund Balances Remaining</b>		<b>92,053,795.98</b>

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

LOCAL MATCHING FUNDS SUMMARY:		
Matching Funds Expended To Date - FM Metro Area Flood Risk Management Project	\$	90,148,534
Less: Match Used on Payment #1 through #35 - City of Fargo		(41,506,620)
Less: Match used on Payment #1 - Cass County		(136,039)
Less: Match Used on Payment #1-28 - FM Diversion Authority		(11,052,710)
Less: Match Used on Payment #29 - 75 - FM Metro Area Flood Risk Management Project		(22,172,839)
Less: Match Used on Payment #82 - FM Diversion Authority		(135,131)
Less: Match Used on Payment #83 - FM Diversion Authority		(13,902)
Less: Match Used on Payment #84 - FM Diversion Authority		(558,592)
Less: Match Used on Payment #85 - FM Diversion Authority		(229,746)
Less: Match Used on Payment #86 - FM Diversion Authority		(6,421,825)
Less: Match Used on Payment #87 - FM Diversion Authority		(59,863)
Less: Match Used on Payment #89 - FM Diversion Authority		(527,365)
Less: Match Used on Payment #90 - FM Diversion Authority		(355,580)
Less: Match Used on Payment #92 - FM Diversion Authority		(168,249)
Less: Match Used on Payment #93 - FM Diversion Authority		(223,766)
Less: Match Used on Payment #96 - FM Diversion Authority		(3,699,516)
Less: Match Used on Payment #97 - FM Diversion Authority		(778,204)
Less: Match Used on Payment #98 - FM Diversion Authority		(1,843,423)
Less: Match Used on Payment #100 - FM Diversion Authority		(98,002)
Balance of Local Matching Funds Available	\$	167,163

## Finance Committee Bills from April 2020

Vendor	Description		
Cass County Joint Water Resource District	Diversion bills	\$	5,620,740.09
Dorsey & Whitney	Legal services rendered through February 29, 2020	\$	225,097.06
Ohnstad Twichell, P.C.	Professional services rendered	\$	140,655.03
Cass County	Reimburse misc expenses for Executive Director	\$	12,719.03
Civil Design Inc.	Professional engineering fees	\$	1,000.00
		<hr/>	
Total Bills Received through April 17, 2020		\$	6,000,211.21





Cass County  
Joint Water  
Resource  
District

April 6, 2020

Dan Jacobson  
Chairman  
West Fargo, North Dakota

Rodger Olson  
Manager  
Leonard, North Dakota

Ken Loughheed  
Manager  
Gardner, North Dakota

Jacob Gust  
Manager  
Fargo, North Dakota

Keith Weston  
Manager  
Fargo, North Dakota

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

Greetings:

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

Enclosed please find copies of bills totaling \$5,620,740.09 regarding the above referenced projects. The breakdown is as follows:

Metro Flood Diversion	\$5,616,326.59
Oxbow-Hickson-Bakke Ring Levee	4,413.50

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

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

Sincerely,

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Carol Harbeke Lewis  
Secretary-Treasurer

Carol Harbeke Lewis  
Secretary-Treasurer  
  
1201 Main Avenue West  
West Fargo, ND 58078-1301

Enclosures

701-298-2381  
FAX 701-298-2397  
[wrld@casscountynd.gov](mailto:wrld@casscountynd.gov)  
[casscountynd.gov](http://casscountynd.gov)





Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

March 27, 2020

Kent Costin  
Finance Director  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Metro Flood Diversion Project**

Dear Kent:

I am enclosing a Summary Invoice dated March 19, 2020 from the Dorsey & Whitney Firm in Minneapolis for their professional services rendered through February 29, 2020 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/mw  
Enclosure  
cc: Bruce Grubb





MINNEAPOLIS OFFICE  
612-340-2600

(Tax Identification No. 41-0223337)

received  
3-23-2020

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

March 19, 2020  
Invoice No. 3567933

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

For Legal Services Rendered Through February 29, 2020

INVOICE TOTAL

Total For Current Legal Fees	\$216,133.00
Total For Current Disbursement and Service Charges	\$8,964.06
<b>Total For Current Invoice</b>	<b>\$225,097.06</b>

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

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

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

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

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

Please make reference to the invoice number

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

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

**OHNSTAD TWICHELL, P.C.**  
**Attorneys at Law**

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

15-1395

JTS Invoice # 168004

Flood Diversion Board  
Bond Counsel Work - PPP

Date: April 7, 2020

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

PROFESSIONAL SERVICES RENDERED			
	Hours	Rate	Totals
JTS	134.4	\$310.00	\$41,664.00
CMM	0.4	\$310.00	\$124.00
ADC	19.5	\$310.00	\$6,045.00
SNW	7.7	\$310.00	\$2,387.00
LDA	3	\$310.00	\$930.00
RGH	0.9	\$310.00	\$279.00
KJB	93.5	\$310.00	\$28,985.00
TJL	59.3	\$290.00	\$17,197.00
CBC	5	\$275.00	\$1,375.00
LWC	7.6	\$285.00	\$2,166.00
SRH	3.9	\$275.00	\$1,072.50
ABG	24.5	\$275.00	\$6,737.50
KJD	95.7	\$210.00	\$20,097.00
EMM	18.7	\$275.00	\$5,142.50
AJR	33.3	\$175.00	\$5,827.50
<b>Total Fees:</b>	<b>507.4</b>		<b>\$140,029.00</b>
Westlaw			\$315.00
AT&T			\$52.03
Travel/Mileage			\$36.80
Meals			\$222.20
<b>Total Expenses:</b>			<b>\$626.03</b>
<b>Grand Total</b>			<b>\$140,655.03</b>

		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	\$310.00
TJL	Tyler J. Leverington, Associate	\$290.00
CBC	Calley B. Campbell, Associate	\$275.00
LWC	Lukas W. Croaker, Associate	\$285.00
SRH	Stephen R. Hanson, Associate	\$275.00
ABG	Bo Gruchala, Associate	\$275.00
JRS	J.R. Strom, Associate	\$260.00
KJD	Kathryn J. DelZoppo, Associate	\$210.00
LRC	Leah R. Carlson, Associate	\$275.00
EMM	Elle M. Molbert, Associate	\$275.00
BTB	Brent T. Boeddeker, Associate	\$275.00
CAS	Carol A. Stillwell, Paralegal	\$175.00
JDR	Joshua D. Roaldson, Paralegal	\$175.00
AJR	Andrea J. Roman, Paralegal	\$175.00
CRA	Christie R. Axness, Paralegal	\$150.00
DLR	Dena L. Ranum, Legal Administrative Assistant	\$150.00

**OHNSTAD TWICHELL, P.C.**

WEST FARGO, NORTH DAKOTA 58078

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

## PROFESSIONAL SERVICES RENDERED

15-1395 JTS Invoice # 168004      Flood Diversion Board		Bond Counsel Work - PPP
FILE NUMBER	MATTER DESCRIPTION	INVOICE - TOTAL FEES
151395-1	General Topics (Includes General Governance Questions, Notices, etc.)	\$25,424.50
151395-3	P3 Procurement	\$6,980.00
151395-4	Public Finance Issues	\$22,522.50
151395-5	Consultant Contract Review/Development	\$3,410.00
151395-6	Support of External Litigation Counsel	\$3,671.00
151395-9	Environmental Permitting Issues/NEPA	\$1,054.00
151395-10	Insurance Issues	\$52.50
151395-11	Legislative Interface/Lobbying Support	\$2,108.00
151395-12	USACE Interface/Questions	\$248.00
151395-13	Third Party Utility MOU's	\$52,889.00
151395-14	ICS Issues	\$6,169.00
151395-17	EPA WIFIA Loan	\$15,500.50
<b>TOTAL</b>		<b>\$140,029.00</b>

CASS COUNTY GOVERNMENT  
PO BOX 2806  
211 9th STREET SOUTH  
Fargo, ND 58108

DATE: 4/03/20

TO: CITY OF FARGO  
PO BOX 2083  
FARGO, ND 58107

CUSTOMER NO: 198/294

TYPE: CA - COUNTY AUDITOR

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	3/05/20	BEGINNING BALANCE			187,225.34
	3/09/20	PAYMENT			23,575.05-
	3/23/20	PAYMENT			161,094.62-
	4/02/20	PAYMENT			2,555.67-
AUDIT	4/03/20	FM DIVERSION			144,575.84
		MARCH INTEREST			
AUDIT	4/03/20	FM DIVERSION			21,525.02
		PAYROLL EXPENSES			
AUDIT	4/03/20	FM DIVERSION			12,719.03
		MISC EXPENSES			

Submitted for approval at  
Apr. board meeting

Current	30 days	60 days	90 days
178819.89			

DUE DATE: 5/04/20

PAYMENT DUE: 178,819.89  
TOTAL DUE: \$178,819.89

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 4/03/20 DUE DATE: 5/04/20 NAME: CITY OF FARGO  
CUSTOMER NO: 198/294 TYPE: CA - COUNTY AUDITOR

REMIT AND MAKE CHECK PAYABLE TO:

CASS COUNTY FINANCE

211 9TH ST S

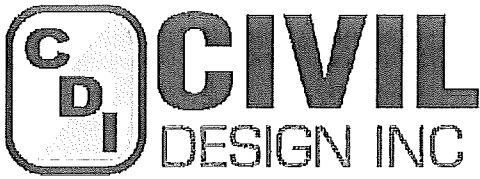
PO BOX 2806

FARGO

ND 58108-2806

(701) 241-5606

TOTAL DUE: \$178,819.89



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

Design and plans for 6th Subdivision

Flood Diversion Board of Authority  
Box 2806  
Fargo, ND 58108

Invoice number 15144  
Date 04/05/2020

Project 2017-015 RRVW - Red River Diversion  
Tech Assist

#### Invoice Summary

Description	Contract Amount	Total Billed	Current Billed
SURVEYING	0.00	0.00	0.00
DRAFTING	0.00	0.00	0.00
ENGINEERING	0.00	2,445.00	1,000.00
Total	0.00	2,445.00	1,000.00

#### Engineering

##### Professional Fees

	Date	Hours	Billed Amount
Sr Principal Engineer			
Carey L. Bretsch			
Attend meeting at BNSF office	03/12/2020	3.00	600.00
Report to RRVW	03/13/2020	1.00	200.00
Phone calls with Dan and Vic to brief on the project	03/16/2020	1.00	200.00
Subtotal		5.00	1,000.00
Subtotal		5.00	1,000.00
Phase subtotal			1,000.00
Invoice total			1,000.00

Thank you for your business!



---

## **SERVICES AGREEMENT**

**BY AND BETWEEN**  
**METRO FLOOD DIVERSION AUTHORITY**  
**AND**  
**WATTS and ASSOCIATES, INC.**

**Dated as of April 23, 2020**

**Relating to:**

**A Services Agreement to provide crop insurance product development services**

---

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

## Table of Contents

<b>RECITALS</b>	1
<b>AGREEMENT</b>	1
1. Services Provided	1
2. Notice to Proceed	1
3. Term of Agreement	2
4. Compensation and Payment	2
5. Invoicing	2
6. Trade Secrets	3
7. Ownership of Intellectual Property	4
8. Return of Property	4
9. Capacity/Independent Contractor	4
10. Indemnification	4
11. Insurance	5
12. Performance	5
13. Dispute Resolution	5
14. Termination	5
15. Modification	7
16. Notice	7
17. Time of Essence	7
18. Good Faith, Fair Dealing, and Cooperation	7
19. No Third-Party Beneficiaries	7
20. Assignment	7
21. Merger	7
22. Benefit	8
23. Interpretation	8
24. Choice of Law and Forum	8
25. Severability	8
26. Remedies and Waiver	8
27. Currency	8
28. Representations	8
29. Waiver of Jury Trial	8
30. Execution in Counterparts	9

31. Force Majeure ..... 9

32. Federal Lobbying Restrictions ..... 9

33. Debarment and Suspension ..... 9

34. Civil Right Obligations ..... 9

**EXHIBIT A – PROPOSAL FOR DEVELOPMENT AND IMPLEMENTATION OF CROP LOSS  
COMPENSATION PROGRAM FOR FARMLAND IMPACTED BY THE FARGO-MOORHEAD  
DIVERSION AUTHORITY**

**EXHIBIT B – FEDERAL CERTIFICATION FORMS**

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made and entered into this \_\_\_\_\_ day of April, 2020 (the “Effective Date”), by and between the METRO FLOOD DIVERSION AUTHORITY, a political subdivision of the State of North Dakota, whose address is 207 4<sup>th</sup> Street N, Suite A, Fargo, North Dakota 58102 (the “Authority”), and WATTS and ASSOCIATES, INC., a corporation organized and existing under the laws of the State of North Dakota with a principal office at 1755 149<sup>th</sup> Avenue Northeast, P.O. Box 206, Hatton, North Dakota 58240-0206 (“Watts”) (the Authority and Watts are collectively referred to as “Parties”).

### RECITALS

WHEREAS, the Authority desires to develop details associated with the proposed Summer Operation Crop Loss Program outlined in the ‘Property Rights Acquisition and Mitigation Plan, v5’; and

WHEREAS, Watts produced a report titled ‘Evaluation of Agricultural Risk Management Options for the FM Area Diversion Project’ (the “Prior Work”) in March 2014; and

WHEREAS, the Authority has requested a proposal from Watts to expand on the Prior Work and provide crop insurance rider development services; and

WHEREAS, Watts has submitted such proposal and agrees to provide services, which are presented in the proposal attached as Exhibit A; and

WHEREAS, the Authority agrees to compensate Watts for such services on the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### AGREEMENT

1. Services Provided. The Authority hereby agrees to engage Watts to provide the Authority with the following described list of Services.
  - A. **Summer Operation Crop Loss Program Development.** See Exhibit A.
  - B. **Additional Services.** The Authority, for compensation in addition to those amounts provided in Section 4 hereof, may direct Watts to perform Additional Services in addition to the above-listed Services. Watts hereby agrees to provide such Additional Services to the Authority, and the Authority agrees to provide the agreed-upon compensation for such Services; any Additional Services will be performed by the execution of an addendum to this Agreement pursuant to Section 15.
2. Notice to Proceed. Watts will not commence Services until receipt of a notice to proceed from the Authority. The Authority will not issue a notice to proceed to Watts until Watts provides

copies of the insurance policies required by this Agreement. Watts shall complete Services within the time period allotted in this Agreement. The project commencement date is scheduled for April 23, 2020, with a project completion date of **August 14, 2020**.

3. Term of Agreement. The term of this Agreement (the “Term”) will commence on the Effective Date first written above and terminate on **December 31, 2020**, subject to earlier termination as provided in this Agreement. Pursuant to Section 14 of this Agreement and upon expiration of the initial term of this Agreement, this contract may be renewed by mutual agreement of the Parties.
4. Compensation and Payment. The Authority agrees to compensate Watts for completion of the Services as provided in Exhibit A – **with Phase I to be billed on a lump sum basis** and Phase II to be on a time and materials basis, to be billed at an hourly rate not exceeding a specific amount.

In the event the Authority directs Watts to perform Additional Services pursuant to Section 1 hereof, the Authority agrees to compensate Watts accordingly for those additional Services.

5. Invoicing.
  - A. Watts shall deliver invoices to the Authority on the thirtieth (30<sup>th</sup>) day of each month for all Services provided, unless the Executive Director of the Authority is notified in writing by the twenty-fifth (25<sup>th</sup>) of each month that the invoice will be late and the Authority approves an extension. Invoices received after the thirtieth (30<sup>th</sup>) of the month without a prior approved extension will not be considered or paid. Furthermore, the Authority will not consider invoices submitted for work that was performed more than sixty (60) days prior to the date of the invoice. Watts must review each invoice before it is sent to the Authority to determine its accuracy and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be entered into the Aconex system and processed by the Authority for the following month.
  - B. Watts must submit each original invoice to:

Metro Flood Diversion Authority  
c/o Joel Paulsen  
[PaulsenJ@fmdiversion.gov](mailto:PaulsenJ@fmdiversion.gov)

and

[APIInvoicesFMDiv@ch2m.com](mailto:APIInvoicesFMDiv@ch2m.com)
  - C. Watts invoices must be detailed and precise. Watts invoices must clearly indicate fees and expenses for the current billing period month and include at least the following information:
    - a. Watts name and address;
    - b. Watts federal employer identification number;

- c. Unique invoice number;
  - d. Billing period;
  - e. Description of each activity performed for each day in which Services were performed;
  - f. Work order number associated with each activity, in accordance with Services Budgetary Breakdown;
  - g. Name, billing rate, and hours worked by each person involved in each activity, in accordance with the Services Budgetary Breakdown;
  - h. Total amount of fees and costs "billed to date," including the preceding months;
  - i. Preferred remittance address, if different from the address on the invoice's coversheet; and
  - j. All of the work performed during that billing period, in accordance with the Services Budgetary Breakdown.
- D. After the Authority receives Watts invoice, the Authority will either process the invoice for payment or give Watts specific reasons, in writing within thirty (30) business days, why part or all of the Authority's payment is being withheld and what actions Watts must take to receive the withheld amount.
- E. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Authority shall pay the undisputed portion. The Authority will exercise reasonableness in disputing any bill or portion thereof. Interest will accrue on any disputed portion of the billing determined to be due and owing to Watts.
- F. Payment does not imply acceptance of Services or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, Watts must credit any payment in error from any payment that is due or that may become due to Watts under this Agreement.
- G. The Authority will be charged interest at the rate of one-half percent (1/2%) per month, or that permitted by law if lesser, on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will be first credited to interest and then to principal.
- H. If the Authority fails to make payment in full within sixty (60) days of the date due for any undisputed billing, Watts may, after giving seven (7) days' written notice to the Authority, suspend Services under this Agreement until paid in full, including interest. In the event of suspension of services, Watts will have no liability to the Authority for delays or damages caused by the Authority because of such suspension.
6. Trade Secrets. Trade secrets include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Authority, which are secret and proprietary to the Authority, and the use, appropriation, or dissemination of which will give the business a competitive advantage (the "Trade Secrets"). Watts will not disclose, divulge, report, appropriate, disseminate, or use, for any purpose, any Trade Secrets which Watts has obtained, or will obtain, except as authorized by the Authority under prior written and signed authority or as required by law.

These obligations of confidentiality will apply during the Term of this Agreement and will survive indefinitely upon termination of this Agreement.

7. Ownership of Intellectual Property. All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the “Intellectual Property”) that is developed or produced under this Agreement is a “work made for hire” and will be the sole property of the Authority. The use of the Intellectual Property by the Authority will not be restricted in any manner. Watts may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Authority. Watts will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
8. Return of Property. Upon termination of this Agreement or expiration of its Term, Watts will return to the Authority any property, documentation, records, or confidential information which is the Authority’s property.
9. Capacity/Independent Contractor. In providing the Services under this Agreement, Watts is acting as an independent contractor and not as an employee. Watts and the Authority acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Authority is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension, or any other employee benefit for Watts during the Term. Watts is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to Watts under this Agreement.
10. Indemnification. Watts agrees to release, hold harmless, defend, and indemnify the Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, and the State of North Dakota, and expressly assumes all risk of personal injury, death, and property damage or loss, from whatever cause, arising out of the performance of any obligation under this Agreement or incurred in connection with this Agreement. Such obligation shall extend to any risk, damage, or loss incurred through the action or failure to act of Watts’ employees, subcontractors, agents, assignees, or invitees, or any employees, subcontractors, agents, assignees, or invitees of Watts’ agents. Watts’ obligation to indemnify the Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, and the State of North Dakota shall include, but is not limited to: any and all claims, demands, liabilities, causes of action, penalties, losses, costs, damages, and expenses, including reasonable investigation and attorneys’ fees and expenses and court costs, that may arise against or incurred by the Authority or the State of North Dakota in any way related to, caused by, or arising out of or in connection with the subject matter of this Agreement. Watts shall not be required to indemnify the Authority, Cass County Joint Water Resource District, the City of Fargo, Cass County, or the State of North Dakota for claims, liabilities, damages, losses, or expenses caused by wrongful acts or omissions of the entities, their agents, or their employees. The provisions of this Section shall survive the Term or any termination of this Agreement.

11. Insurance. Watts agrees to maintain and shall cause its subcontractors to maintain the following insurance coverage in relation to their performance of the Services provided under this Agreement:

- A. Commercial General Liability (“CGL”) Insurance with combined single limits of \$1 million per occurrence and \$2 million in the aggregate;
- B. Automobile Liability Insurance for claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle with a combined single limit of \$1 million; and
- C. Workers’ Compensation Insurance in the amount required by law.

The Authority and the State of North Dakota shall be added as additional insureds to any policy. The CGL policy shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the Authority. The insurance certificate shall contain a provision that coverage afforded under the policy evidenced by such certificate will not be cancelled or changed without at least thirty (30) calendar days’ prior written notice to the Authority. Watts shall deliver certificates of insurance to the Authority evidencing the existence of such policy within twenty-eight (28) calendar days from the effective date of this Agreement.

12. Performance. Each Party will perform its respective obligations under this Agreement and do everything necessary to ensure that the terms of this Agreement take effect.

13. Dispute Resolution. The Authority and Watts shall endeavor to resolve claims, disputes, and other matters in question between them through non-binding mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Practices in effect on the effective date of this Agreement. A request for non-binding mediation shall be made in writing, delivered to the other Party to this Agreement and filed with person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, but in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Cass County, North Dakota, unless another location is mutually agreed upon by the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the Parties do not resolve a dispute through non-binding mediation pursuant to this Section, then the method of binding dispute resolution shall be via formal claims filed in a court of competent jurisdiction.

14. Termination. Either Party may terminate this Agreement, in whole or in part, for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within twenty (20) calendar days of written notice and diligently complete the correction thereafter.



- A. The Authority may terminate this Agreement, in whole or in part, or modify or limit Watts' services, and proportionately, Watts' compensation, if:
  - (1) The Authority determines that having Watts provide services has become infeasible due to changes in applicable laws or regulations, or
  - (2) Expected or actual funding to compensate Watts is withdrawn, reduced, or limited.
- B. Either Party may terminate this Agreement, in whole or in part, for any or no reason upon thirty (30) calendar days' written notice.
- C. On termination, Watts will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.
- D. In the event a federal or state tax or employment agency concludes that an independent contractor relationship does not exist, either Watts or the Authority may terminate this Agreement immediately upon written notice.
- E. Upon receipt of any termination notice from the Authority related to any specific Task Order, Watts must promptly discontinue all affected services under the Task Order unless the Parties mutually agree otherwise.
- F. Upon the end date of the Agreement, which is the date when this Agreement as a whole, along with any pending Task Orders, expires or are terminated pursuant to their terms:
  - (1) The Authority will be released from compensating Watts for services other than those Watts satisfactorily performed prior to the end date.
  - (2) Watts must submit Watts' final invoice for payment within sixty (60) calendar days of the end date. The Authority will not pay any Watts invoice received after this period.
  - (3) Watts will be released from performing services, except for services in any non-terminated portion of the Agreement.
- G. All rights and duties with respect to services performed prior to the expiration or termination of this Agreement, and continuing obligations specified in this Agreement to be performed following expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.
- H. In the event of termination, expiration, or removal/withdrawal, Watts must terminate its services as soon as it is reasonably possible to do so without (1) prejudice to the Authority's interests (or the interest of any person represented on the Authority's behalf) or (2) violation of Watts' statutory or ethical duties. Watts must notify the Authority of any further services, prior to withdrawal or substitution, which Watts believes are necessary to avoid prejudice to the Authority's interests (or the interest of any person

represented on the Authority's behalf), and obtain the Authority's consent prior to performing such services.

15. Modification. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
16. Notice. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

If to the Authority:     Attn: Chair  
Metro Flood Diversion Authority  
P.O. Box 2806  
Fargo, ND 58108-2806

If to Watts:             NAME  
Watts and Associates, Inc.  
4331 Hillcrest Road  
Billings, MT 59101

The Parties may confirm in a prior written and signed writing to change or waive their notice address. Any notice given under this Agreement shall be deemed properly delivered (a) immediately upon being served personally, (b) five (5) calendar days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

17. Time of Essence. Time is of the essence in the execution and performance of this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
18. Good Faith, Fair Dealing, and Cooperation. The Parties affirmatively represent that they are entering into this Agreement in good faith, complete cooperation, due diligence, and honesty, and with the full and complete intention to uphold the provisions of this Agreement. The Parties agree to deal fairly and cooperate with the other party regarding the purpose of this Agreement. The Parties must perform their obligations under this Agreement with reasonable skill and diligence and may not intentionally interfere with or prevent the other Party's performance of its obligations under this Agreement. The Parties will seek to resolve any dispute arising under or in connection with this Agreement through cooperation.
19. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action, or other right.
20. Assignment. Watts will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Authority.
21. Merger. This Agreement constitutes the entire agreement between the Parties. All negotiations and previous agreements or conditions concerning the subject matter of this

Agreement are merged into this Agreement. This Agreement contains no representation, warranty, or collateral condition except as expressly provided for in this Agreement.

22. Benefit. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
23. Interpretation. This Agreement shall be interpreted so as to enforce its purpose and the Parties' mutual intentions to the fullest extent allowable under law and equity. The headings and titles of this Agreement are for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and neuter and vice versa.
24. Choice of Law and Forum. This is a North Dakota contract which shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action arising from or in connection to this Agreement shall find its forum and be venued in a district court in Cass County, North Dakota.
25. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
26. Remedies and Waiver. 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. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
27. Currency. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.
28. Representations. Each of the Parties hereto represents and warrants to the other that the Party executing this Agreement has the authority to do so, knowing that each of the other Parties to this Agreement are acting in reliance upon such representation. The provisions of this Section shall survive the termination of this Agreement.
29. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY

CLAIMS OR SUITS BY OR ON BEHALF OF THE PARTIES FOR PROJECT PROPERTY ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES.

30. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall not be effective until a counterpart has been signed by each Party to be bound by it. Signatures provided by electronic transmission or facsimile shall be deemed as valid as original signatures.
31. Force Majeure. No party will be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance 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 Executive 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.
32. Federal Lobbying Restrictions. Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for US EPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Watts shall complete and submit to the Authority the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34, which are attached in Exhibit B to this Agreement. Watts shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.
33. Debarment and Suspension. Watts certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 40 CFR Part 32 to participate in the Project. Suspension and debarment information can be accessed at <http://www.sam.gov>. Watts represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement. Upon award of this contract, Watts shall complete and submit to the Authority the federal certification form regarding debarment and suspension, which is attached in Exhibit B to this Agreement.
34. Civil Right Obligations. Watts shall comply with the following, federal non-discrimination requirements:
- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
  - B. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
  - C. The Age Discrimination Act of 1975, which prohibits age discrimination.
  - D. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which

- prohibits discrimination on the basis of sex.
- E. 40 CFR Part 7, as it relates to the foregoing.
  - F. Executive Order No. 11246.

Upon award of this contract, Watts shall complete and submit to the Authority the federal certification form regarding civil rights, which is attached in Exhibit B to this Agreement.

*(Remainder of page intentionally left blank.)*

DRAFT

This Agreement is executed the day and year above noted.

AUTHORITY:

Metro Flood Diversion Authority

By: \_\_\_\_\_  
Tim Mahoney, Chair  
Diversion Authority Board

By: \_\_\_\_\_  
Joel Paulsen, Executive Director  
Metro Flood Diversion Authority

WATTS:

Watts and Associates, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

## **EXHIBIT A**

PROPOSAL FROM WATTS AND ASSOCIATES, INC.

DRAFT



## **EXHIBIT B**

FEDERAL CERTIFICATION FORMS REGARDING  
LOBBYING, DEBARMENT AND SUSPENSION, AND CIVIL RIGHTS

DRAFT

## CERTIFICATION REGARDING FEDERAL LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/  
Entity Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
207 4<sup>th</sup> St. N, Suite A  
Fargo, ND 58102

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
  - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
207 4<sup>th</sup> St. N, Suite A  
Fargo, ND 58102

## PAGE 2 - INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

## ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, 40 CFR PART 7, AND EXECUTIVE ORDER NO. 11246

The undersigned provides this assurance for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP).
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities.
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination.
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
5. 40 CFR Part 7, as it relates to the foregoing.
6. Executive Order No. 11246.

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name of Institution or Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip Code

PLEASE RETURN TO:  
Metro Flood Diversion Authority  
207 4<sup>th</sup> St. N, Suite A  
Fargo, ND 58102

\_\_\_\_\_  
Office Email Address

# **Proposal for Development and Implementation of Crop Loss Compensation Program for Farmland Impacted by the Fargo – Moorhead Metropolitan Area Flood Risk Management Project**

April 2020

**Submitted to:**

Metro Flood Diversion Authority  
207 4<sup>th</sup> Street N, Suite A  
Fargo, ND 58102

**Submitted by:**

Watts and Associates, Inc.  
4331 Hillcrest Road  
Billings, Montana 59101  
[aofferdahl@wattsandassociates.com](mailto:aofferdahl@wattsandassociates.com)



## Table of Contents

Executive Summary .....	1
I. Introduction .....	2
II. Objectives.....	2
III. Background Information and Rationale for Phase I.....	3
IV. Background Information and Rationale for Phase II.....	5
V. Budget and Deliverables .....	6
V.A. Phase I – Administrative Framework Based on Existing Crop Insurance Infrastructure .....	6
V.B. Phase II – Development of a Crop Insurance Product Specific to Staging Area .....	7
VI. Summary.....	8

## List of Appendices

Appendix A. Map of FM Diversion Area  
Appendix B. W&A Capability Statement  
Appendix C. USDA-RMA Resources  
Appendix D. W&A Hourly Rate Schedule

## EXECUTIVE SUMMARY

Watts and Associates, Inc. (W&A) was previously engaged by AE2S Incorporated in Fargo, North Dakota, to provide an overview of crop risk mitigation options (crop insurance) for an area of approximately 30,000 acres of cropland that would serve as a floodwater retention (staging) area for the Metro Flood Diversion Authority (hereinafter referred to as the “Authority”) flood management plan. Producers (growers) of agricultural crops in the staging have expressed concern regarding compensation for crop loss due to flooding events induced by the Comprehensive Project.

W&A has met with AE2S and stakeholders in the staging area to review crop loss concerns and identify potential solutions to providing crop loss mitigation in the staging area. W&A is proposing a two phase approach to this effort.

Phase I involves utilizing the existing crop insurance program (as administered by the United States Department of Agriculture (USDA) Risk Management Agency (RMA) and delivered through the private crop insurance sector) as the basis to provide crop insurance coverage in the staging area in accordance with RMA and crop insurance industry loss adjustment and indemnification procedures. Phase I is practical with regard to grower education and program administration.

Phase II involves development of a crop insurance product specifically for the staging area (inclusive of the risks due to Comprehensive Project induced flooding). Phase II is considerably more sophisticated, and will require extensive data collection and product development that will result in a comprehensive insurance product that is inclusive of policy and provisions, underwriting controls, actuarial analysis, premium rate development, and loss adjustment.

Phase I and II can be performed simultaneously or independently. Phase I provides a mechanism for immediate implementation of crop risk mitigation in the staging area, whereas Phase II will require a longer development and implementation time frame.

Budget and timeline information are provided in this proposal, as well as a capability statement for W&A. W&A is a crop insurance developer, and thus is not involved in selling crop insurance products to potential stakeholders. W&A will not obtain any revenue from the sale of the product(s) if any developed as a part of this effort.



## I. INTRODUCTION

The Authority is charged with development, implementation, and management of a comprehensive flood management system which protects the cities of Fargo, North Dakota and Moorhead, Minnesota, from major (catastrophic) flooding events. The Comprehensive Project coordinates efforts with the U.S. Army Corp of Engineers (USACE), Federal Emergency Management Agency (FEMA), and numerous state and local government stakeholders. Flood management includes a series of river control structures integrated with diversion channels that allow flood water to pass through the Fargo – Moorhead metropolitan area in a highly controlled manner.

One component of Comprehensive Project is the utilization of an upstream mitigation area that begins on the edge of the southern embankment (source: [www.fmdiversion.gov](http://www.fmdiversion.gov)). The upstream mitigation area (or staging area) would retain flood water as part of the overall control of water passage through the metropolitan area. The staging area is approximately 30,000 acres, and consists primarily of land devoted to agricultural purposes (e.g., cropland). Depending on the flood event, the length of time of retention could impact crop production (resulting in crop loss) in a variety of mechanisms, including but not limited to: 1) prevention of planting a crop; 2) crop loss due to a flooding event during the growing season; and 3) crop loss due to prevention of harvesting a crop. Crop losses will have a negative financial effect on the farming operations in the staging area. Consequently, the Authority is seeking solutions to mitigate the risk of crop loss in the staging area.

The Authority has facilitated discussions with W&A and stakeholders in the staging (retention) area to review concepts for crop loss compensation in the event of a flood that would require the Authority to utilize the staging area for flood control. The following proposal outlines a two phased approach to develop and implement a crop loss compensation program that is reflective of the risk of crop production in the staging area. A rationale is provided for each phase. Phase I provides a near term framework that is based on existing crop insurance procedures which can be clearly communicated to stakeholders in the staging area while simultaneously providing near immediate utilization. Phase II provides a more in-depth focus of considerations for developing a separate insurance product designed specifically for the Authority staging area.

## II. OBJECTIVES

1. Phase I: Develop an administrative framework to compensate growers for crop losses caused by Comprehensive Project induced flood events during the crop growing season. The framework will be based upon the current crop insurance system administered by RMA.
2. Phase II: Develop a crop insurance product that is specific to the component risks of cropland directly within the staging area.

The following sections of this proposal provide additional information regarding each phase.

### III. BACKGROUND INFORMATION AND RATIONALE FOR PHASE I

The Federal Crop Insurance program provides subsidized crop insurance to growers of major and minor commodities across the United States. Multi-Peril Crop Insurance (MPCI) is administered through RMA, and delivered by 17 privately held insurance companies and brokers through a vast network of individual licensed crop insurance agents. MPCI covers a wide range of perils (e.g., drought, excess moisture, disease, etc.) that negatively impact crop yields and subsequently crop revenue. MPCI offers protection for yield and revenue. The average premium subsidy for growers is 55 percent (i.e., FCIC covers 55 percent of a given premium, and the insured (grower) pays the remaining 45 percent). All company operating expenses and agent commissions are paid by the Federal government under the terms of the Standard Reinsurance Agreement (SRA). Coverage is offered to nearly all commonly grown crops planted in the expected staging area. North Dakota has the highest Federal Crop Insurance participation rate in the United States, with enrolled net acreage occasionally even exceeding the acreage reported to NASS and FSA as planted (implying a participation rate of greater than 100 percent). Coverage is available for major crops grown under organic practices, but participation is markedly lower among organic growers, who have historically expressed concern about low relative guarantees and high relative premiums.

Federal Crop Insurance is delivered to growers through a public/private partnership. The Federal Crop Insurance Corporation (FCIC) provides the private companies with standardized program materials, premium rates, and underwriting procedures as well as delivering subsidies and reinsuring the private companies against severe losses. All private companies must offer the same selection of Federal Crop Insurance programs under the same rules to any grower who expresses interest in their service area. In addition to delivery of Federal Programs, these private companies may also provide growers with additional products that add coverage or features to the baseline Federal Crop Insurance products. These products are called “Non-Reinsured Supplemental Policies” (NRS) in reference to the fact that they are not subject to subsidies or protection from the FCIC in the case of severe systemic losses.

There is an underlying assumption that growers producing crops in the Comprehensive Project staging area already participate in Federal Crop Insurance. (North Dakota and Minnesota consistently report nearly 100 percent participation in crop insurance for eligible acres). Lenders (bankers) typically require growers to purchase crop insurance as part of securing operating loans for the growing season. Consequently, there is an existing crop insurance product and affiliated administrative structure already in place that is utilized by growers. Since growers are already familiar with the current structure, the Authority can utilize this structure as a starting point for collaboration with growers regarding crop loss compensation due to flooding events.

Phase I proposes to utilize the existing crop insurance infrastructure for compensation due to crop losses caused by a flooding event initiated by the Authority. The fundamental rationale implies that Phase I can be implemented in a more timely manner since the approach is simply placing an administrative component for the Authority to utilize with the current crop insurance system.

The following outlines an example of using the existing crop insurance infrastructure:

- Each year, growers in the staging area would purchase crop insurance for their farming operation through their local crop insurance agent (crop insurance products are offered from insurance departments of agricultural lending institutions as well as private insurance companies).
- In the event the Authority initiates an event that results in flooding of the staging area, the Authority would notify the growers of the event to alert them of potential impact to crops being produced in the staging area.
- Growers that experience a loss due to a Comprehensive Project induced flood event would contact their crop insurance agent to file a claim of loss.
- The insurance agent would contact a crop adjuster to determine the percentage of crop loss. The adjuster would utilize established loss adjustment procedures for the crop (e.g., corn, soybeans, wheat, etc.) as developed by RMA (see appendix C).
- Upon completion of the loss adjustment procedure and determination of the amount of indemnity due the grower, the grower would submit the documentation to the Authority for compensation (e.g., payment of indemnity). All losses and loss adjustment expenses would be paid by the diversion authority and/or its risk-bearing partners.

It must be noted that the Federal Crop Insurance program provides a mechanism for growers to insure their crops for a wide variety of perils, including flooding. However, “intentional flooding” of agricultural land is currently not a covered peril; the Billings Regional Office of the RMA has provided specific guidance to this point.

Phase I will require an agreement between the Authority and the grower to confirm that the Authority will provide indemnity to the grower (based on the loss adjustment procedure previously described) in the event of a Comprehensive Project flood event that was the result of crop loss. It would also require an agreement with one or more Federal Crop Insurance providers to perform loss adjustment activities for a specified fee. No notice of loss would be filed for the grower’s Federal Crop Insurance policy.

Benefits of the Phase I approach include but are not necessarily limited to the following:

- The Authority can utilize the existing framework of crop insurance to provide coverage in the staging area without having to sell insurance and conduct loss adjustment. Crop policies and loss adjustment procedures are already provided within the crop insurance industry.
- Growers already understand the current crop insurance system, thus minimizing educational requirements.
- Utilization of the existing crop insurance program assists in preventing disincentives (e.g., “gaming the system”) since fraud, waste, and abuse functions are already in place.

Phase I is essentially a binary approach to crop loss support to the growers in the staging area. If crop loss is caused by a Comprehensive Project flooding event, the Authority would provide the indemnification. If the crop loss is caused by a natural event, indemnification would be provided via existing procedures delivered by crop insurance companies affiliated with RMA.

#### IV. BACKGROUND INFORMATION AND RATIONALE FOR PHASE II

Phase I represents a relatively straight forward and simplistic system to provide immediate benefit to growers in the staging area while simultaneously allowing for the analysis and development of a crop insurance product that is specific to the staging area (i.e., Phase II).

Phase II development of a private insurance product would likely result in an NRS product (e.g., a rider policy) that would attach to an MPCF Federal Crop Insurance product. As previously stated in this proposal, private companies may provide growers with additional products that add coverage or features to the baseline Federal Crop Insurance products. These products are called “Non-Reinsured Supplemental Policies” (NRS) in reference to the fact that they are not subject to subsidies or protection from the FCIC in the case of severe systemic losses.

The product for Phase II could be designed to include two components. One component would provide indemnification to the producer in the event the producer could not plant a crop due to cropland being inundated by floodwaters as controlled by the Comprehensive Project. In this event, a producer could receive a coverage guarantee up to 90 percent (either yield protection or revenue protection at their option). The second component would provide indemnification in the event the crop was planted, but upstream staging was required during the growing season and thus the crop was inundated for a period of time that would likely result in 100 percent yield loss or a reduction in yield (e.g., a summer Crop Loss Program). In this event, the producer would receive coverage up to 90 percent (coverage greater than 90 percent may be explored), less any production to count in the event there was harvestable production. The product would be designed such that the Authority would pay for the supplemental insurance product for growers that farm in the staging area.

The NRS coverage would pay the full value of the crop as estimated for Federal Crop Insurance purposes, (the approved yield multiplied by the applicable projected or harvest price or subject to the same factors applicable to Federal Prevented Planting coverage), and would not be subject to a deductible. As the cause of loss (man-made flooding) has been determined to be uninsurable under the terms of the federal policy, no indemnity would be paid through the FCIC (i.e., the Authority would be 100 percent responsible for indemnification).

Compensation for the crop loss in the current crop year, however, does not fully capture the value of the damage incurred by the grower. The RMA procedures dictate that crop insurance guarantees are determined based on the historical yields for the last ten years in which the field is planted (or intended to be planted) to the applicable crop. In the event of a total production loss as a result of flooding, the grower could expect to endure reduced guarantees and increased federal crop insurance premium rates for many years, particularly when rotations are taken into account. While it is not legal to offer direct compensation for these losses in the guise of an insurance product (RMA lawyers have formally opined that using a supplement policy to compensate for future damage to insurance guarantees falls outside the authority of the Act), it is possible to “scale up” the private products indemnities due in the year of a loss by a factor that roughly equates to the future value of these losses.

In the development effort, W&A will specifically consider the potential scale of these future coverage losses and the appetite for the Authority to offer compensation in this form (which would directly translate into the premiums that would presumably be paid by the Authority).

Benefits of the Phase II component include but are not limited to the following:

- Growers understand crop insurance, and thus education for a supplemental insurance product offering would be easy to implement.
- The value of losses and process of indemnification would occur under a structured, familiar, and predictable process, minimizing the need for arbitration of potential disputes.
- Growers would continue to purchase crop insurance as part of their normal farming operations, and eligible growers in the affected area would be offered the additional supplemental coverage at no cost to them.
- The insurance premium for the supplemental product would be paid for by the Authority, thus providing a mechanism to secure support from farmers.
- The outlay on the part of the Authority would be consistent and predictable year after year.

Constraints of the Phase II component include but are not limited to the following:

- The premium rate for the supplemental product would be substantial, commiserate to the increased probability of flooding and subsequent loss of crop in the staging area.
- The Authority would make annual payments for the premium into perpetuity, which would be subject to fluctuations from year to year based on changing crop values.
- Private products are offered through individual private insurance companies at their option. Growers may purchase supplemental coverage only through participating insurance companies and the number of companies that choose to offer this supplemental coverage may vary by year. As each private company has the right to make modifications to private programs each year, the coverage offered may potentially diverge by company and through time, making administration and premiums unwieldy to manage.
- No Federal subsidies apply to private products.

## **V. BUDGET AND DELIVERABLES**

Phase I and Phase II can be developed simultaneously or in a stepwise manner (i.e., Phase I can be developed and implemented independently of Phase II). Phase II can be a future consideration depending upon the initial success of Phase I. The deliverables and budget (costs) for each phase are outlined in the following sections.

### **V.A. Phase I – Administrative Framework Based on Existing Crop Insurance Infrastructure**

As previously outlined, Phase I will focus on developing an administrative framework that is based upon the existing crop insurance system.

## **Deliverables**

- Develop a comprehensive operations manual for the Authority to utilize in collaboration with growers and related staging area stakeholders. The components of this manual include:
  - Overview of potential impact of Comprehensive Project flood events on cropland in the staging area.
    - Worst case loss scenario based upon historic flood event data.
    - Estimate average annual cost of administration to the Authority for flood events.
  - Outline procedure for collaboration with growers regarding: 1) annual purchase of crop insurance by grower; 2) filing a crop insurance claim; 3) notification by grower to the Authority of potential loss due to a Comprehensive Project flood event; 4) loss adjustment procedure for the specific crop; and 5) payment of indemnity by the Authority to grower.
  - Provide a draft agreement between the Authority and growers to outline crop insurance utilization, loss adjustment, and indemnification to growers in the event of a Comprehensive Project induced crop loss event.
- Develop an educational presentation for use with stakeholders (growers, crop insurance agents, and Ag lenders) regarding the procedure the Authority will utilize in providing indemnification to growers in the event of a Comprehensive Project induced loss.
- Provide up to six face to face meetings (presentations) by W&A staff regarding Phase I development and implementation, conducted in a single trip of not more than three days.

## **Budget**

- This component of the project is essentially time and materials for W&A staff with a minimum billable total of \$40,000.00.
- Cost: \$40,000.00 Firm Fixed Price, due upon receipt of deliverable for Phase I.

## **Time Period**

- It is estimated this component will require one to three months, depending on the Authority schedules and W&A staff resources.

## **V.B. Phase II – Development of a Crop Insurance Product Specific to Staging Area**

Phase II will require an in-depth analysis and approach that will result in a crop insurance product developed specific for the staging area.

## **Deliverables**

- Develop a comprehensive crop insurance product (NRS rider) that is specific to the approximately 30,000-acre upstream staging area impacted by the Comprehensive Project. Components include the following:
  - Review and document current liability for crops produced in the staging area.
  - Utilize crop insurance experience data to review trends in crop loss and indemnification within the staging area for the previous 10 crop years.
  - Develop each specific component of the crop insurance product (rider) for the staging area, inclusive of:
    - Policy materials
    - Actuarial analysis (data sourcing, rating procedures, premium rates).

- Loss adjustment procedures.
- Underwriting controls.
- Actuarial review.
- Product administration and implementation.

### **Budget**

- Time and Materials, not to exceed \$250,000.00 (subsumes \$40,000.00 minimum included in Phase I). Labor will be billed monthly for Phase II on an Hourly Rate basis (as outlined in Appendix D). Travel will be billed at 2020 Federal reimbursements rates, with air fares and car rentals reimbursable based on receipts.

### **Time Period**

- One to two years, depending on the Authority time frames and objectives.

The budget provided does not include future costs of product administration, updating of actuarial materials, and product education for the Authority stakeholders (growers, crop insurance agents, etc.).

## **VI. SUMMARY**

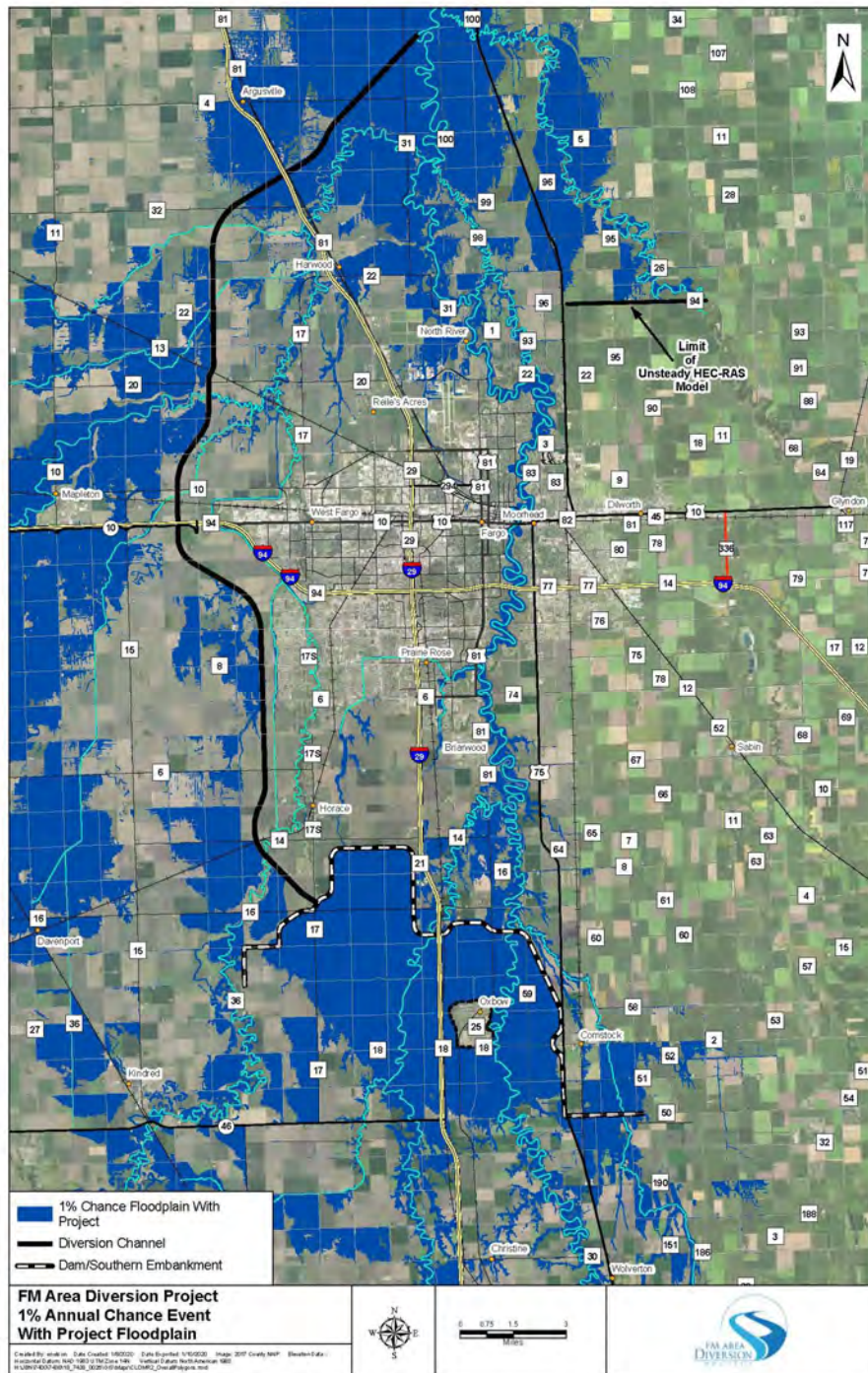
Practical solutions are attainable for implementing crop risk mitigation (insurance) in the Comprehensive Project staging area. This proposal outlines a two phase approach which provides an attainable near term solution (Phase I, which utilizes existing crop insurance infrastructure) while simultaneously considering a crop insurance product specific to the staging area (Phase II, which results in development of an insurance rider for the staging area). W&A is skilled in development and implementation in both phases, and welcomes discussion with the Authority to refine the scope of deliverables to meet the needs of Authority stakeholders.

# **Appendix A**

## **Map of FM Diversion Area**



Note: Staging Area is South of Southern Embankment and Associated Infrastructure – See Map



Key

## **Appendix B**

### **W&A Capability Statement**

Watts and Associates, Inc. (W&A), is a Billings, Montana, based economic consulting firm specializing in risk management innovation. The core competency of W&A is the melding of econometrics and statistics applied to large datasets resulting in new paradigms of automated risk management products. Risk management specialties include agricultural insurance development, review, and analytics; weather risk assessment for all industries; and development of data mining and risk analysis web tools.

W&A's experience with agricultural risk management extends from avocados to zucchini and has addressed such unique production practices as those for maple syrup and Christmas trees in addition to a focus on livestock risk management. W&A is driven by providing reliable, actuarially sound, effective and affordable risk management tools and products.

### **Key Personnel**

Key W&A personnel for the Authority crop risk mitigation project include but are not limited to the following:

**Alex Offerdahl, Crop Insurance Division Head.** Alex has over 16 years' experience in crop insurance development with W&A. Alex has conducted research, analysis, and product development in a wide range of crops (spring wheat, corn, soybeans, sweet potatoes, edible beans, and many others), and holds expertise in all aspects of crop insurance development (pricing, rating, loss adjustment, and underwriting). Alex has extensive knowledge of working with the Federal Crop Insurance Corporation and USDA-RMA. Alex holds a Master of Science degree in Agricultural Business from Kansas State University.

**Steven Edwardson, Underwriting Department.** Steve has over 30 years of experience in crop insurance development, from general yield protection products to more advanced revenue products. Steve has conducted concept development, data acquisition, and underwriting control implementation for spring wheat, barley, dry edible beans, food grade soybeans, mustard, and buckwheat. Steve has worked closely with Federal Crop Insurance Corporation and USDA-RMA in product development and implementation. Steve holds a Master of Science degree in Agricultural Mechanization from the Department of Agricultural Engineering at North Dakota State University.

## **Appendix C**

### **USDA-RMA Resources**

The crop insurance system in the United States is well defined and supported by the United States Department of Agriculture. Numerous resources (crop specific and administrative) that describe the U.S. system are available at the USDA Risk Management Agency (USDA-RMA) website.

[www.rma.usda.gov](http://www.rma.usda.gov)

## **Appendix D**

### **W&A Hourly Rate Schedule**

<b>LABOR CATEGORY</b>	<b>FY 2020 Rate</b>
Project Director	447.70
Lead Actuary	547.19
Lead Underwriter	497.45
Principal Investigator	422.83
Project Researcher	422.83
Task Manager	348.21
Insurance Underwriter III	348.21
Insurance Underwriter II	328.32
Insurance Underwriter I	298.47
Insurance Adjuster II	89.54
Insurance Adjuster I	79.59
Research Analyst III	348.21
Research Analyst II	198.98
Research Analyst I	139.29
Research Assistant	179.08
Research Analyst	114.75
Financial/Cost Analyst II	218.88
Financial/Cost Analyst I	179.08
Training Specialist II	179.08
Training Specialist I	139.29
Technical Writer	79.59
Technical Editor	79.59
Document Specialist / Clerk	71.63
Human & Organizational Syst Analyst	231.82
National Cotton Specialist	231.82
Information Technology Specialist	233.56
Information Technologist	114.75
Private Investigator Firm	143.99
National Crop Specialist	231.82
National Crop/Livestock Segment Specialist	231.82
Certifying Actuary	628.71
Practicing Actuary	198.98
Cartographer	231.82
Climatologist	348.21
Meteorologist	348.21
Legal Counsel	766.48



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[www.jacobs.com](http://www.jacobs.com)

April 16, 2020

Metro Flood Diversion Authority Attention: Tim Mahoney, Chair  
211 9th Street South, Box 2806  
Fargo, ND 58108

**Subject: Work Package 43D5 OHB Ring Levee, Hickson Main Avenue Storm Sewer, Drainage and Street Reconstruction - Recommendation of Award**

Dear Board Members:

The contract for construction of Work Package 43D5 (WP-43D5), OHB Ring Levee, Hickson Main Avenue Storm Sewer, Drainage and Street Reconstruction, was publicly bid and three (3) bids were received at the public bid opening on April 14, 2020.

The bids received, in the amounts of \$1,038,423.86, \$1,111,837.15, and \$1,197,020.00, are within eight (8) percent of each other. This bid consistency generally indicates that the bidding documents were explicit and the bidders understood the scope of the work. The low bid is thirty eight (38) percent higher than the Engineer's Opinion of Probable Cost (OPC), which was based on past projects of similar construction type but did not include provisions for additional WIFIA contracting requirements and uncertainty due to the COVID-19 pandemic. Also, bid prices for one bid item, 54-inch dia. RCP pipe, were uniformly higher than the OPC, but compared to other recent bid prices are consistent with market prices. With the addition of new WIFIA contracting requirements, economic uncertainty surrounding the COVID-19 response, and confirmation of market pricing for the 54-inch dia. RCP pipe, the higher bid totals seem reasonable. The low bid appears to be a full and valid bid.

Jacobs, Program Management Consultant (PMC), has reviewed and evaluated the bids and recommends the Metro Flood Diversion Authority award the construction contract for WP-43D5 to KPH, Inc. in the amount of \$1,038,423.86 as the lowest responsive bidder. Enclosed are the project Bid Summary and a copy of KPH Inc.'s bid.

Please contact me at [john.glatzmaier@jacobs.com](mailto:john.glatzmaier@jacobs.com) if you have any questions regarding this recommendation.





April 16, 2020

Subject:

Work Package 43D5 OHB Ring Levee, Hickson  
Main Avenue Storm Sewer, Drainage and Street Reconstruction - Recommendation of Award

Yours sincerely

A handwritten signature in black ink that reads "John W. Glatzmaier".

John Glatzmaier/Jacobs  
PMC Project Manager

Encl.

C: Joel Paulsen/Executive Director  
Nathan Boerboom/City of Fargo

Matt Stamness/Cass County  
Chris Gross/HMG  
John Shockley/Ohnstad Twichell

**Work Package 43D5**

OHB Ring Levee

Hickson Main Avenue Storm Sewer,

Drainage and Street Reconstruction

**BID SUMMARY**

BID OPENING: April 14, 2020 @ 2:30 pm

Bidder Name	Bid Bond	Contractor License	Addenda Acknowledgement	MBE/WBE Subcontractor Solicitation Information form	Certification regarding Debarment, Suspension, and other Responsibilities	DBE Subcontractor Utilization form	DBE Subcontractor Performance form	Bid Price
Sellin Brothers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 1,197,020.00
KPH	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 1,038,423.86
Dakota Underground	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 1,111,837.15

## **BID FORM**

### **Oxbow-Hickson-Bakke Ring Levee Phase D.5 Work Package-43D.5**

#### **ARTICLE 1 – BID RECIPIENT**

**1.01 This Bid is submitted to:**

Metro Flood Diversion Authority  
c/o Ohnstad Twichell  
444 Sheyenne St, Ste 102  
West Fargo, ND 58078

**1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.**

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

**2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.**

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01 In submitting this Bid, Bidder represents that:**

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.**
- B. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.**
- C. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.**
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.**

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner's Representative is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONSTRUCTION CONTRACT						
ITEM NO.	DESCRIPTION	ND DOT SPEC	UNITS	ESTIMATED QUANTITY	BID UNIT PRICE (\$)	BID PRICE (\$)
<b>General Work</b>						
1	Mobilization		LS	1		
2	Demolition		LS	1		
3	Clearing and Grubbing		LS	1		
4	Temporary Erosion Protection		LS	1		
5	Care of Water		LS	1		
6	Health and Safety		LS	1		
7	Traffic Control		LS	1		
8	Work Limit Fencing		LF	10,850		
<b>Main Avenue Storm Sewer and Road Work</b>						
9	Topsoil Stripping		SY	17,500		
10	Street Sign - Remove & Reinstall		EA	3		
11	Asphalt - Remove		SY	125		
12	Subgrade Preparation		SY	140		
13	Reinforcement Fabric		SY	140		
14	Aggregate Base Course - 12"		SY	140		
15	Asphalt Base Course - 5"		SY	125		
16	Asphalt Wear Course – 2.5"		SY	125		
17	Aggregate Approach		EA	2		
18	Topsoil Replacement		SY	17,500		
19	Turf Establishment - Zone 3		SY	18451		
20	Sanitary Sewer - Remove		LF	85		
21	Sanitary Sewer Manhole - Remove		EA	1		
22	Sanitary Sewer Forcemain - 6"		LF	85		
23	Connect to Existing Force Main		EA	1		
24	Storm Sewer - Remove 18-inch RCP		LF	40		
25	Storm Sewer - Remove 60-inch RCP		LF	96		
26	Storm Sewer - Remove Catch Basin		EA	1		
27	Storm Sewer 54-inch RCP		LF	1,998		
28	Storm Sewer Manhole – 96-inch Precast New		EA	7		
29	Storm Sewer Manhole – 84-inch Precast Modification		EA	1		
<b>Levee Work</b>						
30	Remove & Salvage Topsoil		SY	1,615		
31	Embankment - Non-imported		CY	7,651		
32	Embankment - Imported		CY	500		
33	Inspection Trench		LF	226		
34	Topsoil-Imported		CY	466		

CONSTRUCTION CONTRACT						
ITEM NO.	DESCRIPTION	ND DOT SPEC	UNITS	ESTIMATED QUANTITY	BID UNIT PRICE (\$)	BID PRICE (\$)
35	Aggregate Base - Levee top		LF	306		
36	Turf Establishment - Zone 1		SY	7,493		
37	Turf Establishment - Zone 3		SY	9,353		
38	Turf Establishment - Zone 6		SY	5,014		
<b>Riverbend Road Work - Volume 3</b>						
39	Removal Of Concrete Pavement	202.0114	SY	30		
40	Removal Of Curb	202.0129	LF	173		
41	Removal Of Bituminous Surfacing	202.0132	SY	323		
42	Topsoil-Imported	203.0119	CY	460		
43	Remove & Salvage Topsoil	203.0126	SY	4,900		
44	Embankment-Imported	203.0200	CY	2,495		
45	Subgrade Preparation-Type A	230.0300	SY	332		
46	Seeding Class III	251.0300	SY	4,990		
47	Aggregate Base Course CI 5	302.0121	CY	65		
48	Commercial Grade Hot Mix Asphalt	430.0500	CY	65		
49	Seeding-Hydro Mulch	708.2900	SY	4,990		
50	Geotextile Fabric-Type R1	709.0701	SY	332		
51	Pipe Conc Reinf 12In CI III	714.0110	LF	241		
52	Pipe Conc Reinf 15In CI III	714.0205	LF	213		
53	Underdrain Pip Pvc Perforated 4In	714.9720	LF	136		
54	48In Standard Manhole	722.0103	EA	1		
55	Abandon Storm Sewer System	722.3296	LS	1		
56	Abandon Sanitary Sewer	722.3297	LS	1		
57	Inlet-Type 2	722.3510	EA	2		
58	Inlet Catch Basin-Type A	722.4000	EA	2		
59	Adjust Sprinkler System	722.6241	LS	1		
60	Water Line Connection	724.0975	EA	1		
61	Abandon Water Main/Service Line	724.6030	EA	1		
62	Curb & Gutter-Type I	748.0140	LF	136		
63	Temporary Access	990.0230	LS	1		
Total Bid Price						1,038,423.86

Bidder acknowledges that (1) each Bid Unit Price includes for the Construction Contract an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total Bid Price (words) One million thirty eight thousand four hundred  
twenty three + eighty six  
Dollars  
and Cents

# KPH

## Municipal • Heavy • Mechanical

9530 39TH STREET SOUTH • FARGO, NORTH DAKOTA 58104 • PHONE 701-499-7979 • FAX 701-499-5219

## PROPOSAL

Project: Oxbow-Hickson-Bakke Ring Levee

Bid Date & Time:

Item	Description	Quantity	Units	Unit Price	Ext. Price
<b>General Work</b>					
1	Mobilization	1.00	LS	\$12,500.00	\$ 12,500.00
2	Demolition	1.00	LS	\$5,000.00	\$ 5,000.00
3	Clearing and Grubbing	1.00	LS	\$5,000.00	\$ 5,000.00
4	Temporary Erosion Protection	1.00	LS	\$1,000.00	\$ 1,000.00
5	Care of Water	1.00	LS	\$10,000.00	\$ 10,000.00
6	Health and Safety	1.00	LS	\$10,000.00	\$ 10,000.00
7	Traffic Control	1.00	LS	\$8,000.00	\$ 8,000.00
8	Work Limit Fencing	10,850.00	LF	\$7.00	\$ 75,950.00
<b>Main Avenue Storm Sewer and Road Work</b>					
9	Topsoil Stripping	17,500.00	SY	\$1.00	\$ 17,500.00
10	Street Sign - Remove & Reinstall	3.00	EA	\$225.00	\$ 675.00
11	Asphalt - Remove	125.00	SY	\$9.00	\$ 1,125.00
12	Subgrade Preparation	140.00	SY	\$7.00	\$ 980.00
13	Reinforcement Fabric	140.00	SY	\$4.00	\$ 560.00
14	Aggregate Base Course - 12"	140.00	SY	\$17.00	\$ 2,380.00
15	Asphalt Base Course - 5"	125.00	SY	\$90.00	\$ 11,250.00
16	Asphalt Wear Course - 2.5"	125.00	SY	\$53.00	\$ 6,625.00
17	Aggregate Approach	2.00	EA	\$2,500.00	\$ 5,000.00
18	Topsoil Replacement	17,500.00	SY	\$2.50	\$ 43,750.00
19	Turf Establishment - Zone 3	18,451.00	SY	\$0.55	\$ 10,148.05
20	Sanitary Sewer - Remove	85.00	LF	\$18.00	\$ 1,530.00
21	Sanitary Sewer Manhole - Remove	1.00	EA	\$1,000.00	\$ 1,000.00
22	Sanitary Sewer Force Main - 6"	85.00	LF	\$85.00	\$ 7,225.00
23	Connect to Existing Force Main	1.00	EA	\$2,000.00	\$ 2,000.00
24	Storm Sewer - Remove 18-in RCP	40.00	LF	\$32.00	\$ 1,280.00
25	Storm Sewer - Remove 60-inch RCP	96.00	LF	\$42.00	\$ 4,032.00
26	Storm Sewer - Remove Catch Basin	1.00	EA	\$875.00	\$ 875.00
27	Storm Sewer - 54-inch RCP	1,998.00	LF	\$250.00	\$ 499,500.00
28	Storm Sewer - 96-inch Precast New	7.00	EA	\$11,000.00	\$ 77,000.00
29	Storm Sewer - Manhole - 84-inch Precast Modification	1.00	EA	\$1,600.00	\$ 1,600.00
<b>Levee Work</b>					
30	Remove & Salvage Topsoil	1,615.00	SY	\$2.00	\$ 3,230.00
31	Embankment - Non-imported	7,651.00	CY	\$5.00	\$ 38,255.00
32	Embankment - Imported	500.00	CY	\$10.00	\$ 5,000.00
33	Inspection Trench	226.00	LF	\$14.00	\$ 3,164.00
34	Topsoil-Imported	466.00	CY	\$23.00	\$ 10,718.00
35	Aggregate Base - Levee top	306.00	LF	\$16.00	\$ 4,896.00
36	Turf Establishment - Zone 1	7,493.00	SY	\$0.32	\$ 2,397.76
37	Turf Establishment - Zone 3	9,353.00	SY	\$0.55	\$ 5,144.15
38	Turf Establishment - Zone 6	5,014.00	SY	\$0.80	\$ 4,011.20
<b>Riverbend Road Work - Volume 3</b>					
39	Removal Of Concrete Pavement	30.00	SY	\$21.00	\$ 630.00
40	Removal Of Curb	173.00	LF	\$10.00	\$ 1,730.00
41	Removal Of Bituminous Surfacing	323.00	SY	\$10.00	\$ 3,230.00
42	Topsoil-Imported	460.00	CY	\$23.00	\$ 10,580.00
43	Remove & Salvage Topsoil	4,900.00	SY	\$2.00	\$ 9,800.00

**Project: Oxbow-Hickson-Bakke Ring Levee**

**Bid Date & Time:**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Ext. Price</b>
44	Embankment-Imported	2,495.00	CY	\$10.00	\$ 24,950.00
45	Subgrade Preparation-Type A	332.00	SY	\$5.00	\$ 1,660.00
46	Seeding Class III	4,990.00	SY	\$0.40	\$ 1,996.00
47	Aggregate Base Course CI 5	65.00	CY	\$38.00	\$ 2,470.00
48	Commercial Grade Hot Mix Asphalt	65.00	CY	\$275.00	\$ 17,875.00
49	Seeding-Hydro Mulch	4,990.00	SY	\$0.43	\$ 2,145.70
50	Geotextile Fabric - Type R1	332.00	SY	\$3.50	\$ 1,162.00
51	Pipe Conc Reinf 12In CI III	241.00	LF	\$65.00	\$ 15,665.00
52	Pipe Conc Reinf 15In CI III	213.00	LF	\$70.00	\$ 14,910.00
53	Underdrain Pip Pvc Perforated 4In	136.00	LF	\$9.00	\$ 1,224.00
54	48In Standard Manhole	1.00	EA	\$2,400.00	\$ 2,400.00
55	Abandon Storm Sewer System	1.00	LS	\$2,000.00	\$ 2,000.00
56	Abandon Sanitary Sewer	1.00	LS	\$1,750.00	\$ 1,750.00
57	Inlet-Type 2	2.00	EA	\$2,600.00	\$ 5,200.00
58	Inlet Catch Basin-Type A	2.00	EA	\$1,800.00	\$ 3,600.00
59	Adjust Sprinkler System	1.00	LS	\$1,000.00	\$ 1,000.00
60	Water Line Connection	1.00	EA	\$2,900.00	\$ 2,900.00
61	Abandon Water Main/Service Line	1.00	EA	\$875.00	\$ 875.00
62	Curb & Gutter-Type I	136.00	LF	\$45.00	\$ 6,120.00
63	Temporary Access	1.00	LS	\$2,250.00	\$ 2,250.00

**Total Bid Price \$ 1,038,423.86**





#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with this Bid in a separate envelope, and made a condition of this Bid:
  - A. Required Bid security
  - B. Contractor's North Dakota License
  - C. Acknowledgment of Addenda (or acknowledge Addenda on the outside of the Bid envelope)
  - D. MBE/WBE Subcontractor Solicitation Information form
  - E. Certification regarding Debarment, Suspension, and other Responsibilities form
  - F. DBE Subcontractor Utilization form
  - G. DBE Subcontractor Performance form

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: [Indicate correct name of bidding entity]

KPH, Inc

By: Dan Sommerfeld  
[Signature]

Daniel Sommerfeld  
[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Eric W Odegaard  
[Signature]

ERIC W ODEGAARD  
[Printed name]

Title: PROJECT MANAGER

Submittal Date: 4/14/2020

Address for giving notices:  
9530 39<sup>th</sup> St S  
Fargo, ND 58104

Telephone Number: 701 499 7979

Fax Number: 701 499 5219

Contact Name and e-mail address: Daniel Sommerfeld  
dan@kphinc.net

Bidder's License No.: 3761

**ARTICLE 10 – SUPPLEMENT**

10.01 The supplements listed below, and following "END OF SECTION" are part of this Bid Form.

- A. MBE/WBE Subcontractor Solicitation Information form
- B. Certification regarding Debarment, Suspension, and other Responsibilities form
- C. DBE Subcontractor Utilization form
- D. DBE Subcontractor Performance form

**END OF SECTION**

**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

KPH, Inc.  
9530 39th Street South  
Fargo, ND 58104

**SURETY (Name, and Address of Principal Place of Business):**

Western Surety Company  
151 N. Franklin St.  
Chicago, IL 60606

**OWNER (Name and Address):**

Metro Flood Diversion Authority  
211 Ninth Street South  
Fargo, ND 58108-2806

**BID**

Bid Due Date: April 14, 2020

Description (Project Name— Include Location): Oxbow-Hickson-Bakke Ring Levee  
Phase D.5 Work Package 43D.5

**BOND**

Bond Number: N/A

Date: April 8, 2020

Penal sum	Five Percent of the Bid	\$	5%
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

KPH, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Eric Merhiy

Print Name

President

Title

**SURETY**

Western Surety Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Jill Graveline

Print Name

Attorney in Fact

Title

## DAMAGES FORM

Attest:



Signature



Title

Attest:



Signature

Account Asst.

Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

## DAMAGES FORM

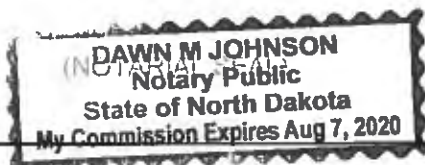
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

### END OF SECTION

ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of North Dakota  
County of Cass

On this 8th day of April, 2020, before me personally appeared  
Eric Merhiy known to be the President of the corporation that is  
described in and that he or she executed the within instrument, and acknowledged to me that such  
corporation executed the same.



A handwritten signature in blue ink, appearing to read "Eric Merhiy", written over a horizontal line.

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

State of \_\_\_\_\_  
County of \_\_\_\_\_

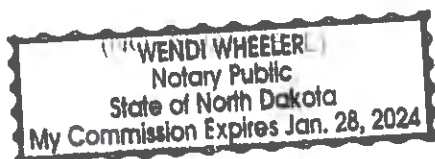
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally  
Appeared \_\_\_\_\_ known to be the person described in and who  
executed the within instrument, and acknowledged to me that he/she executed the same.

(NOTARIAL SEAL)

ACKNOWLEDGMENT OF SURETY

State of North Dakota  
County of Cass

On this 8th day of April, 2020, before me personally  
appeared Jill Graveline known to be the person who is described in  
and whose name is subscribed to the within instrument as Attorney In Fact of  
Western Surety Company and acknowledged to me that he or she  
subscribed the name of Western Surety Company thereto as surety and  
his or her own name as Attorney In Fact.



A handwritten signature in blue ink, appearing to read "Jill Graveline", written over a horizontal line.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Daniel M Armbrust, Rebecca J Hecker, Bridget Helm, Braeden Nelson, Thomas C Dawson, Jill Graveline, Individually**

of Fargo, ND, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of June, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of April, 2020.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 3761  
CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **KPH, INC.** whose address is in FARGO, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2021, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**KPH, INC.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 10, 2020

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State



WP-43D.5

ACKNOWLEDGEMENT OF ADDENDA

Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	3/13/2020
2	3/30/2020
3	4/09/2020

# MBE/WBE SUBCONTRACTOR SOLICITATION INFORMATION

Name, Address, & Phone Number of Subcontractor Contacted	Date that Quote was Requested	Description of Work Offered	Date of Follow-up & Person Contacted	Amount of Quote or Reason Not Quoting *	Quote Accepted? If not, List Reason for Rejection*	Indicate if MBE/WBE or non MBE/WBE
AJ Construction 5901st St N Horace ND 58047 701-277-1687	4/13/20	curb + gutter	4/14/2020 Al Enno	too much current work		MBE/WBE
Superior Contracting 906 2nd Ave E West Fargo ND 58078 701-277-0200	4/13/20	curb + gutter	4/14/2020 Rob Delorme	6140.00	yes	MBE/WBE

\* Use additional sheets if necessary.

The undersigned hereby certifies that the above information is true and correct.

**SUBMIT THIS COMPLETED FORM  
WITH BID OR PROPOSAL PACKAGE**

KPH, Inc  
Contractor  
By: Paul Gonzalez PM 4/13/2020  
Signature Title Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)**

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
  - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name KPH, Inc

Date: 4/9/2020

By: Daniel Sommerfeld PM  
Name and Title of Authorized Representative

Daniel Sommerfeld  
Signature of Authorized Representative

**SUBMIT THIS COMPLETED FORM WITH BID OR PROPOSAL PACKAGE**

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

An EPA Water Infrastructure Finance and Innovation Act (WIFIA) program Recipient must require its prime contractors to provide the information contained in this Form. This Form is intended to capture the Prime Contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. A WIFIA program Recipient must require its prime contractors to complete this form and include it in the bid or proposal package, Prime Contractors should also maintain a copy of this form on file.

Subcontractor Name <i>Superior Contracting Inc</i>		Project Name <i>Oakton - Hickson - Burke Ring Levee</i>	
Bid/ Proposal No. <i>430.5</i>	WIFIA Loan ID No: (If Known)	Point of Contact <i>Rob DeLorme</i>	
Address <i>PO Box 51 West Fargo, ND 58078</i>			
Telephone No. <i>701 261-5429</i>		Email Address <i>SuperiorContractingInc@yahoo.com</i>	
Prime Contractor Name <i>KPH, Inc</i>		Issuing/Funding Entity: Metro Flood Diversion Authority	

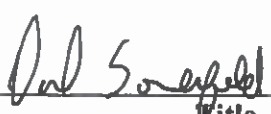
I have Identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If Yes Please Complete the Table Below. If no, please explain in the box below:			
Subcontractor Name/Company Name	Company Address/Phone/Email	Est. Dollar Amt	Currently DBE Certified?
<i>Superior Contracting Inc</i>	<i>PO Box 51 West Fargo, ND 58078</i>	<i>6140.00</i>	<i>yes</i>

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Subcontractor Name/Company Name	Company Address/Phone/Email	Est. Dollar Amt	Currently DBE Certified?

I certify under penalty of Perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Daniel Sommerteld
Title	Date
Pm	4/13/2020

**SUBMIT THIS COMPLETED FORM WITH BID OR PROPOSAL PACKAGE**

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

An EPA Water Infrastructure Finance and Innovation Act (WIFIA) program Recipient must require its contractors to provide this form. This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the Prime Contractor. An EPA WIFIA program Recipient must require its Prime Contractor to have its DBE subcontractors complete this form and include all completed forms in the Prime Contractors Bid or proposal package.


Subcontractor Name <i>Superior Contracting Inc</i>		Project Name <i>Oxbow-Hickson-Bakke Ring Levee</i>	
Bid/ Proposal No. <i>430.5</i>	WIFIA Loan ID No: (If Known)	Point of Contact <i>Rob Pelorme</i>	
Address <i>PO Box 51 West Fargo, ND 58078</i>			
Telephone No. <i>701 261-5429</i>		Email Address <i>Superiorcontractinginc@yahoo.com</i>	
Prime Contractor Name <i>KPH, Inc</i>		Issuing/Funding Entity: Metro Flood Diversion Authority	


Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
<i>57-partial 62</i>	<i>adjust Inlet curb + gutter</i>	<i>700.<sup>00</sup> 5440.<sup>00</sup></i>
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/Exceeds EPA certification standards? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of Perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Daniel Sommerfeld
Title	Date
Pm	4/14/2020

Subcontractor Signature	Print Name
	Robert J DeLorme
Title	Date
President	4-14-2020

**SUBMIT THIS COMPLETED FORM WITH BID OR PROPOSAL PACKAGE**



# MEMORANDUM



**TO:** Diversion Authority Board

**FROM:** John T. Shockley

**DATE:** April 15, 2020

**RE:** Submission of WIFIA credit application to US EPA WIFIA program

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In July 2019, the Metro Flood Diversion Authority (the “Authority”) submitted its Letter of Intent (“LOI”) to the United States Environmental Protection Agency (“US EPA”) requesting credit assistance in the form of a US EPA WIFIA loan. The Authority was selected to submit an application for credit assistance of up to \$561,000,000.

In a Resolution adopted on November 21, 2019, the Authority Board authorized Bond Counsel to draft and prepare an application for credit assistance from the US EPA WIFIA program. Bond Counsel has drafted and prepared the application. Attached to this memorandum, is a portion of the WIFIA loan application for the Authority Board’s reference. Bond Counsel can provide the Authority Board with a draft of the full WIFIA loan application if necessary. Submission of the application is subject to the Authority Board’s approval.



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## WIFIA Application Instructions

The U.S. Environmental Protection Agency (EPA) will invite selected applicants to submit an application for Water Infrastructure Finance and Innovation Act (WIFIA) loans. Unsolicited applications will not be considered. Following selection, each selected applicant will be assigned a transaction team led by an underwriter. The transaction team can answer the applicant's questions regarding the application form, its attachments, and the project review, negotiation, and closing processes.

**The applicant should answer all questions in this form. It may indicate if a requirement is not applicable to its project.** Narrative answers can reference source documents by including the name of the document and relevant pages or sections and providing any referenced documents as attachments. The applicant must sign the Certification in the appropriate space and submit a scanned version of the signature pages to EPA. If the applicant anticipates a delay in one or more source documents, it should discuss the situation with its transaction team and indicate the anticipated date of submitting that document in the application. Additionally, the applicant is required to notify and submit to EPA any updated application materials that become available during the review period. EPA may request additional items from applicants on a case-by-case basis.

The applicant may assert a Confidential Business Information (CBI) claim covering part or all of the information submitted to EPA as part of its letter of interest, in a manner consistent with 40 C.F.R. 2.203, 41 Fed. Reg. 36902 (Sept. 1, 1976), by placing on (or attaching to) the information a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as trade secret, proprietary, or company confidential. The applicant should also state whether it desires confidential treatment until a certain date or until the occurrence of a certain event. Information covered by a business confidentiality claim will be disclosed by EPA only to the extent and only by means of the procedures set forth under 40 C.F.R. Part 2, Subpart B. Information that is not accompanied by a business confidentiality claim when it is received by EPA may be made available to the public by EPA without further notice to the applicant. More information about CBI is available in the WIFIA program handbook and frequently asked questions (FAQ) available at <http://www.epa.gov/wifia>.

The applicant must submit a non-refundable application fee. The application fee is \$25,000 for an application for a project serving small communities (population of not more than 25,000 people). For all other project applications, the application fee is \$100,000. For further information regarding the application fee, as well as the credit processing fee which will be charged at loan closing, and any other applicable fees, please see the [WIFIA fee rule](#).

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### WIFIA Application Submission

The final application submission must include:

1. Completed application form;
2. All attachments requested and referenced in this form; and
3. The application fee.



The applicant should reference the supporting document checklist provided on page 4 to ensure all needed information is provided in the application submission. Upon receipt of the application fee and materials, EPA will provide a confirmation email.

**Application Form and Attachment Submittal:** When finished, the application form and attachments must be uploaded to EPA's SharePoint site. To be granted access to the WIFIA SharePoint site, the applicant should email the WIFIA Underwriter assigned to the applicant with the names and emails of all staff that need access.

**Application Fee Submittal:** The applicant should use of Pay.gov to make electronic payments to EPA. In Pay.gov, the applicant can track its payments to EPA and schedule recurring or automatic payments. Although it is not mandatory to register for a user id to access and use Pay.Gov, registration is recommended to have access to all Pay.gov system functionality. To use Pay.gov, follow these instructions:

1. Access the Pay.gov system by going to <https://www.pay.gov> and search for WIFIA or click on the following hyperlink to directly launch the [WIFIA Loan Collection & Fees Form](#).
2. Provide the following information on the payment to ensure proper credit:
  - Remitter's contact phone number
  - Company/Organization Name as it appears on EPA document
  - Complete address, including city, state, zip code
  - Project Name
  - Loan Number: this is EPA WIFIA Loan number, NOT the remitter's number
  - From the "Payment Type" drop down menu select "Application Fee (Fee01)"
  - Other Description: please enter the EPA WIFIA Loan number followed by -FEE01, for example 16123DC-FEE01
3. Follow the remaining on-screen instructions to successfully process the payment to EPA.
4. Send an email to [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov) and [wifia\\_portfolio@epa.gov](mailto:wifia_portfolio@epa.gov) informing that a payment has been made.

The application fee may also be paid via FEDWIRE or by check sent to US EPA; Las Vegas Finance Center; 4220 S. Maryland Pkwy, Bldg C, Ste 503; Las Vegas NV 89119. For questions about payments, contact the US EPA Las Vegas Finance Center at (702)798-2485 or [lvfc-grants@epa.gov](mailto:lvfc-grants@epa.gov). For detailed payment instructions, contact the WIFIA program.

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### Burden

The public reporting and recordkeeping burden for this collection of information is estimated to average 200 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Support Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



**US Environmental Protection Agency**  
**WIFIA Program**  
**Application**

OMB Control No. 2040-0292

EPA Form No. 6100-032

Approval expires XX/XX/XXXX

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**Warning**

Falsification or misrepresentation of information or failure to file or report information required to be reported may be the basis for denial of financial assistance by the Environmental Protection Agency. Knowing and willful falsification of information required to be submitted and false statements to a Federal Agency may also subject you to criminal prosecution. See, for example, 18 U.S.C. §1001.

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*Additional information is available at <https://epa.gov/wifia> and by contacting [wifia@epa.gov](mailto:wifia@epa.gov).*



## SUPPORTING DOCUMENT CHECKLIST

The applicant should submit its completed application form plus all relevant supporting documents listed in the checklist as attachments.

Question	Supporting Document(s)*	Included
<b>Application Fee – Refer to fee instructions on page 2</b>		
<b>Section A: Key Applicant and Loan Information* (No attachments)</b>		
11. System for Award Management (SAM) registration	<ul style="list-style-type: none"> <li>Screen shot verifying active SAM registration<sup>1*</sup></li> </ul>	<input checked="" type="checkbox"/>
<b>Section B: Applicant Background</b>		
5. Capital Improvement Planning Process	<ul style="list-style-type: none"> <li>Current year and previous 3 years Capital Improvement Plans</li> </ul>	<input checked="" type="checkbox"/>
7. Liabilities	<ul style="list-style-type: none"> <li>Liabilities Description</li> </ul>	<input checked="" type="checkbox"/>
8. System Condition	<ul style="list-style-type: none"> <li>System Master Plan</li> <li>System Condition Assessment</li> </ul>	<input type="checkbox"/> <input type="checkbox"/>
10. Organization Chart	<ul style="list-style-type: none"> <li>Organization Chart</li> </ul>	<input checked="" type="checkbox"/>
<b>Section C: Financing Plan</b>		
4. Preliminary Rating Letter	<ul style="list-style-type: none"> <li>Preliminary Rating Letter*</li> </ul>	<input checked="" type="checkbox"/>
5. Audited Financial Statements	<ul style="list-style-type: none"> <li>Audited Financial Statements (3 years)*</li> </ul>	<input checked="" type="checkbox"/>
6. Cash flow pro forma(s)	<ul style="list-style-type: none"> <li>Cash flow pro forma*</li> </ul>	<input checked="" type="checkbox"/>
7. Rate Setting Process	<ul style="list-style-type: none"> <li>Rate Studies</li> <li>Rate Schedules</li> </ul>	<input type="checkbox"/> <input type="checkbox"/>
8. Flow of Funds	<ul style="list-style-type: none"> <li>Flow of Funds</li> </ul>	<input checked="" type="checkbox"/>
9. Loan Agreement	<ul style="list-style-type: none"> <li>Master Indenture</li> <li>Bond Ordinance</li> </ul>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<b>Section D: Federal Requirements</b>		
1. National Environmental Policy Act (NEPA)/ Programmatic Environmental Assessment Questionnaire	<ul style="list-style-type: none"> <li>Environmental Assessment (Draft or Final)</li> <li>Environmental Impact Statement (Draft or Final)</li> <li>Supporting Documentation</li> <li>Programmatic Environmental Assessment Questionnaire</li> </ul>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
2. SRF Environmental Review	<ul style="list-style-type: none"> <li>SRF Findings</li> <li>SRF Consultation Documentation</li> </ul>	<input type="checkbox"/> <input type="checkbox"/>
4. Cross-Cutter Consultation Agencies	<ul style="list-style-type: none"> <li>State Historic Preservation Officer</li> <li>Fish and Wildlife Service</li> <li>National Marine and Fisheries Service</li> <li>Coastal Zone Management Agency</li> <li>Other: <input type="text" value="Click or tap here to enter text."/></li> </ul>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5. Additional Permits	<ul style="list-style-type: none"> <li><input type="text" value="Click or tap here to enter text."/></li> </ul>	<input checked="" type="checkbox"/>

<sup>1</sup> Applicants must have an active registration in SAM to do business with the Federal Government. Registration information is available at <https://sam.gov/SAM/>.



	<ul style="list-style-type: none"> <li>Click or tap here to enter text.</li> <li>Click or tap here to enter text.</li> </ul>	<input type="checkbox"/> <input type="checkbox"/>
6. Additional Forms	<ul style="list-style-type: none"> <li><a href="#">EPA Form 4700-4</a></li> <li><a href="#">EPA Form 6600-06</a></li> <li><a href="#">SF-LLL</a></li> </ul>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
8. Uniform Act	<ul style="list-style-type: none"> <li>Narrative of Compliance</li> </ul>	<input checked="" type="checkbox"/>
<b>Section E: Contract Information (Refer to Supplemental Spreadsheet)</b>		
Complete Section E of spreadsheet and indicate which of the following attachments are included:		<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Project Map</li> <li>Preliminary Engineering Report</li> <li>Preliminary Design Report</li> <li>Planning Document</li> <li>Executed Contract Documents</li> <li>Procurement Documents</li> <li>Detailed project schedule(s)*</li> <li>Engineer's Cost Estimate associated with detailed project scope*</li> <li>Existing Operation and Maintenance Plan</li> <li>Professional Service Contract or similar evidence of new Operation and Maintenance Plan to be developed</li> <li>Risk Mitigation Plan/Matrix</li> <li>Project Management Plan</li> <li>Evidence of Experience with Similar Projects</li> <li>Draft of Final Bid Specifications with required language</li> <li>Sample of Final Bid Specifications with required language</li> </ul>		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<b>Certifications</b>		<input type="checkbox"/>

\*Required



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## APPLICATION FORM

***Provide the following information in this form. Narrative answers can reference source documents (include the name of the document and relevant pages or sections). Provide any referenced documents as attachments.***

### Section A: Key Applicant and Loan Information

1. Legal name of prospective borrower:

**Metro Flood Diversion Authority, a North Dakota political subdivision (hereinafter referred to as the "Authority").**

2. Project name *(for purposes of identification assign a short name to the project):*

**The Project for which the Authority will use WIFIA Loan Proceeds for is a Storm Water Diversion Channel and Associated Infrastructure (hereinafter the "DCAI") which is a component of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project.**

3. Estimated total eligible project costs (in dollars):

**\$1,267,000,000**

☒ Check here if total eligible project costs have changed since the letter of interest submittal

4. Requested amount of the WIFIA loan (in dollars):

**\$561,000,000**

5. Anticipated Closing Date and what is driving date:

**The Authority desires to have a WIFIA Loan Closing Date during the first quarter of 2021. The WIFIA LOAN Closing Date is intended to occur just before or at the time of Financial Close of the Project Agreement for the design, construction finance, and maintenance of the DCAI. Approximately 60% of the cost of the DCAI will be funded through construction Milestone Payments and the other approximately 40% will be financed using Availability Payments due under the Project Agreement.**

6. Applicant Contact Information



Team Member	Name and Title	Email	Phone Number
Authorized Signatory	Joel Paulsen, Executive Director for the Diversion Authority	PaulsenJ@FMDiversion.gov	(701) 660-0900
	Johnathan Judd, Chair, 2021, Diversion Authority Board	Johnathan.judd@ci.moorhead.mn.us	(218) 299-5307
WIFIA Point of Contact	John T. Shockley, Ohnstad Twichell, P.C.	jshockley@ohnstadtwichell.com	(701) 282-3249
Financial Advisor	James Wise, Ernst & Young	James.Wise@ey.com	(202) 327-6422
Bond Counsel	John T. Shockley Ohnstad Twichell, P.C.	jshockley@ohnstadlaw.com	(701) 282-3249
Project Manager	Kim Daily, P.E. Program Manager, Jacobs	kimberly.daily@jacobs.com	(512) 694-0796
Environmental Review Contact	Gwen Buchholz, P.E. CH2M Hill	gwendolyn.buchholz@jacobs.com	(916) 468-3441

7. Will the project financed by the WIFIA loan create pre- and post-construction jobs?

☒ Yes ☐ No

If yes, provide approximately how many and explain how this number was calculated.

The Comprehensive Project<sup>2</sup> consists of a Southern Embankment and Associated Infrastructure ("SEAI"), which is located in Minnesota in the Buffalo Red River Watershed District, and a Storm Water Channel and Associated Infrastructure ("SWDCAI"). The United States Army Corps of Engineers ("USACE") has led the planning and development of the Comprehensive Project since 2008. The Comprehensive Project will be split into two major parts. The SEAI and mitigation measures will be constructed by USACE. The SWDCAI and associated mitigation, all lands, and easements, for the Comprehensive Project and levees within Fargo and Moorhead will be constructed by the Authority. Portions of the Comprehensive Project financed by the WIFIA Loan will create both pre and post construction jobs. The Program Manager for the Comprehensive Project has estimated that the Comprehensive Project will result in approximately one hundred twenty (120) pre-construction jobs per year. This number was calculated by taking into consideration the man hours it will take to complete construction as well as the estimated time the Comprehensive Project will take to complete. It is estimated that the work on the Diversion Channel led by the successful P3 proposer (the "Developer") will take over 1.33 million man hours to complete. It is also estimated that construction will take approximately five and a half (5.5) years to complete. This results in approximately one hundred twenty (120) jobs per year.

<sup>2</sup> All capitalized terms used throughout the WIFIA application are defined in the Amended Financing Whitepaper, which is attached and is updated from time to time.





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There will be a ramp up and a ramp down time of the employees, so at peak construction there will be approximately two hundred (200) people working on site. This is a conservative number since the estimate was based on five (5) days a week for ten (10) hours per day. At certain times, the Developer will run some operations twenty four (24) hours a day and seven (7) days a week. This will boost the workers to 300-350 at the peak. As for post-construction jobs, the Socio Economics Technical Report in Support of the Minnesota EIS, estimates that 37 full time positions will be directly created by the project. But, compared to the No Build Alternative, the Report also shows that over 14,700 jobs will be preserved by the project.<sup>3</sup>

Please see attachments for a copy of the Fargo-Moorhead Area Diversion Project Socio-Economics Technical Report in Support of Minnesota EIS.

8. Approximately how much in savings is expected with the WIFIA loan as compared to a bond issuance?

**\$572,000,000**

9. Employer/taxpayer identification number (EIN/TIN):

**45-4094031**

10. Dun and Bradstreet Data Universal Number System (DUNS) number:

**07-838-9309**

11. Is the applicant registered in the System for Award Management (SAM)? If yes, provide<sup>4</sup>

☒ Yes

☐ No

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<sup>3</sup> Need additional information from Jacobs regarding longer term construction job numbers.



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## Section B: Applicant Background

1. Describe the authorizing actions required by the applicant in order to enter into a loan agreement with the WIFIA program (e.g., board vote, local vote, ordinance).

**The Diversion Authority was created pursuant to a Joint Powers Agreement (“JPA”), dated June 1, 2016. The Diversion Authority is a North Dakota political subdivision and has five Member Entities, which are: (i) the City of Fargo, ND; (ii) Cass County, ND; (iii) Cass County Joint Water Resource District (CCJWRD); (iv) the City of Moorhead, MN; and (v) Clay County, MN. Article XI of the JPA allows for the member entities to issue Debt Obligations for the purpose of constructing and acquiring the Comprehensive Project that will be owned and or operated jointly or cooperatively by and through a joint powers agreement. As required by the JPA, the specific terms of the Debt Obligations are to be set forth by written resolution adopted by the Diversion Authority, Member Entity, and/or Member Entities, issuing the Debt Obligation.**

**At the Diversion Authority Board meeting held on June 27, 2019, General Legal Counsel and P3 Lead discussed financial assistance through the WIFIA program. Diversion Authority Board Member Tony Grindberg moved to approve the submittal of the WIFIA Letter of Interest to the EPA. Board Member Chad Peterson seconded to approve submittal of the WIFIA Letter of Interest. On roll call vote, the motion carried unanimously.**

**At the Diversion Authority Board meeting held on October 31, 2019, General Legal Counsel and P3 Lead informed the Board that the Diversion Authority was approved to apply for a WIFIA Loan through the EPA. The Board was informed that the next step would be to submit an application for the loan underwriting process, which involves a fee. Diversion Authority Board Member Tony Grindberg moved to designate the WIFIA Loan underwriting fees of \$500,000 to be paid from flood sales and use tax dollars. Board Member Chad Peterson seconded to approve the underwriting fees. On roll call vote, the motion carried unanimously.**

**At the November 21, 2019, Authority Board meeting, General Legal Counsel and P3 Lead informed the Board that a resolution was needed to formalize the use of sales tax revenues. Board Member Chad Peterson moved to adopt a Resolution Authorizing Submission of U.S. EPA WIFIA Application and Use of Sales Tax Revenues for U.S. EPA WIFIA Loan Application Fees. Board Member Rick Steen seconded the motion. On roll call vote, the motion carried unanimously.**

**In the future, further Diversion Authority Board approval and resolution will be required to authorize entering into a loan agreement with U.S. EPA WIFIA.**

**Please see attachments for a copy of the JPA, dated June 1, 2016.**

2. Disclose any current, threatened, or pending litigation involving the applicant related to permitting, public involvement, environmental irregularities, construction defects, securities fraud, conflict of interest, failure to perform under a State or Federal contract, or other charges which may reflect on the applicant’s financial position or ability to complete the project(s).



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**The Comprehensive Project was involved in complex Federal litigation involving Federal and state environmental claims, but recently on April 8, 2019, Judge John R. Tunheim, Chief Judge of the U.S. District Court for the District of Minnesota, modified a prior injunction to allow construction of the diversion inlet structure and Wild Rice River Structure, begin construction on the western tieback, and to commence the Public Private Partnership (“P3”) process for the DCAI. Judge Tunheim ordered that these major components of the Comprehensive Project can commence construction, which followed the issuance of a permit by the Minnesota Department of Natural Resources (“MN DNR”) for the Comprehensive Project. The MN permit is currently being appealed to an administrative law judge. The appeal, however, is not expected to change the terms and conditions of the MN DNR permit because it is the function of the administrative law judge to draft a report following consideration of the appeal and to provide such report back to the MN DNR to make a final decision on the permit. The appeal is expected to be concluded by the time the requested EPA WIFIA loan is set to close, and it does not impact any of the Eligible Project costs.**

**On June 24, 2019, the Buffalo-Red River Watershed District board denied a watershed permit relating to the SEAI. At that meeting, the Buffalo-Red River Watershed District board originally voted 3-3 regarding the permit approval, and told the Diversion Authority that they would no longer address the permit at the meeting. All Diversion Authority representatives and press left the meeting. Without further notice to the Diversion Authority, press or public, the Buffalo-Red River Watershed District took the matter up and denied the permit. On June 27, 2019, the Diversion Authority Board voted to authorize litigation counsel, Dorsey and Whitney, to take all necessary action to appeal the June 24, 2019, decision of the Buffalo-Red River Watershed District relating to the Diversion Authority’s permit application and to explore other legal actions relating to the denial of the permit application. On roll call, the motion carried unanimously. Buffalo-Red River Watershed District’s denial of this permit does not affect any of the Eligible Project costs.**

3. List the historical, if available, or projected customer concentration analysis, including a breakdown of customers by class (residential, non-residential, commercial, bulk, etc.), usage, and revenues for the past 12 months and a list of the top ten (10) customers by percentage of revenues.

**This question does not apply to the Comprehensive Project. The Diversion Authority is unable to provide a historical or projected customer concentration analysis because the Comprehensive Project is not a traditional water and sewer project in the sense that it provides water or sewer services to customers. The Comprehensive Project is a public storm water control project and cannot provide information related to projected customer usage and revenues.**

4. Provide the average residential customer combined water and sewer rates as a percentage of Median Household Income.

**This question does not apply to the Comprehensive Project. The Diversion Authority is unable to provide average residential customer combined water and sewer rates as a percentage of Median Household Income because the Comprehensive Project is not a traditional water and**



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**sewer project in the sense that it provides water or sewer services to customers. The Comprehensive Project is a public storm water control project and cannot provide information related to average water and sewer rates.**

5. Describe the applicant's capital improvement planning process. Include a capital improvement plan, other planning documents, and capital budgets produced in the current year and previous three (3) years as attachments.

**This question does not apply to the Comprehensive Project. The Diversion Authority was created to implement the Comprehensive Project. As a result, it does not have a traditional three or five year Capital Improvement Plan. The Authority has had an exhaustive planning process for the Comprehensive Project and each individual component of the Comprehensive Project, but does not have a Capital Improvement Plan. The Diversion Authority may develop a Capital Improvement Process after the Comprehensive Project has been completed. For now, the Diversion Authority does not have an implemented process because the majority of the Comprehensive Project is new construction.**

6. Describe accounts receivables outstanding, including the 12-month trailing average of on-time payment amounts as a percentage of amount billed per period. Include a brief description of the process for collections.

**This question does not apply to the Comprehensive Project. The Diversion Authority is unable to describe accounts receivable outstanding because this is not a traditional water and sewer project in the sense that it provides water or sewer services to customers. Rather, the Diversion Authority has multiple sources of Pledged Revenues to provide funding for the Comprehensive Project. Pledged Revenues received by the Diversion Authority are deposited into the Revenue Fund and along with any other funds received by the Diversion Authority, including reimbursements from the State of North Dakota, pursuant to the ND Cost Share Agreements deposited in the Revenue Fund, are deemed Gross Pledged Revenues. The Diversion Authority is legally permitted to use the Gross Pledged Revenues to make debt service payments on Debt Obligations, Milestone Payments, Availability Payments, and P3 Payments. The Authority will use Net Pledged Revenues (consisting mainly of Cass County sales and use taxes and City of Fargo sales and use taxes) to fund payments due under the Project Agreement. The funding for the Comprehensive Project Obligations is comprised of multiple sources, which are more fully defined in the Amended Financing Whitepaper, attached hereto:**

- **On March 9, 2019, the Non-Federal Sponsors and USACE entered into Amendment Number 1 to the PPA, which increased the amount of the federal financial contribution to the Comprehensive Project. Under the terms of the Amended PPA, USACE committed to provide \$750 million in federal funds. The Diversion Authority intends that the federal funds will only be used to fund the SEAI, mitigation, and other non-P3 costs, and will not be used as a source of funds for the SWDCAI.**



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- **SEAI construction and acquisition of land in Minnesota and Clay County will be funded through appropriates from the State of Minnesota, and funded primarily using Construction Net Pledged Revenues, Temporary Refunding Improvement Bond Proceeds, and Authority Loan Proceeds.**
  - **Any Construction Financing Loans or Additional Revenue Bonds debt service will be funded primarily using Required Temporary Debt Service.**
  - **The SWDCAI Milestone Payments and P3 Payments during construction will be funded primarily using Construction Net Pledged Revenues, Temporary Refunding Improvement Bond Proceeds (secured by the Temporary Non-P3 Warrant, and Authority Loan Proceeds.**
  - **The capital portion of the Availability Payments and P3 Payments after substantial completion will be funded using Net Pledged Revenues backstopped by a P3 Improvement Warrant issued by levied by the CCJWRD, which secures a stream of P3 Special Assessment Revenue (if needed).**
  - **The maintenance portion of the Availability Payments will be funded using Excess Net Pledged Revenues, CCJWRD Maintenance Levies and Minnesota Storm Water Maintenance Fees.**
  - **Right-of-way acquisitions for both the SEAI and SWDCAI will be funded primarily using Construction Net Pledged Revenues, Temporary Refunding Improvement Bond Proceeds and Authority Loan Proceeds.**
  - **In-town levee construction and associated infrastructure in North Dakota will be funded primarily using Construction Net Pledged Revenues, Temporary Refunding Improvement Bond Proceeds and Authority Loan Proceeds.**
  - **In-town levee construction and associated infrastructure in Moorhead will be funded through appropriations from the State of Minnesota, and City of Moorhead direct contributions of property taxes and special assessments.**
  - **Authority Loan obligations will be funded from Net Pledged Revenues.**
  - **Definitive Refunding Improvement Bond obligations will be funded with Net Pledged Revenues backstopped by a Definitive Non-P3 Improvement Warrant issued and levied by the CCJWRD, which secures a stream of Non-P3 Special Assessment Revenue (if needed).**
7. Describe or provide an attachment with the status of liabilities and funding for pension contributions, defined benefits, and other post-employment benefits.

**Although the Diversion Authority is the WIFIA Loan borrower, Cass County and the City of Fargo, North Dakota are the primary sources of local pledged revenues. See the attached JPA for a**



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- ix. CCJWRD board chair files affidavit stating the CCJWRD fulfilled the negotiating steps and deposits the amount of the written offer with the clerk of district court.
  - x. Legal team continues negotiations with property owner or property owner's counsel throughout judicial process. Legal team engages property owner's counsel in discovery and pre-trial motions and otherwise prepares for trial.
  - xi. Following acquisition of the property through the judicial process, Diversion Authority, USACE, etc., may proceed with construction on parcel.

Please see the attachments for a copy of the draft Property Rights Acquisition and Mitigation Plan v.4, dated August 13, 2018.

## Section E: Contract Information

Complete the "Section E: Supplemental Spreadsheet." Instructions for each column are available on the first tab labeled "Instructions – Section E". Provide answers for each project in the application using separate rows designated, "Contract 1, Contract 2, etc."

Please see the attached Section E: Supplemental Spreadsheet (currently in draft form).<sup>10</sup>

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<sup>10</sup> Need additional information from Jacobs.



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## CERTIFICATIONS

1. *National Environmental Policy Act:* The applicant acknowledges that any project receiving credit assistance under this program must comply with all provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.)
2. *American Iron and Steel:* The applicant acknowledges that any project receiving credit assistance under this program for the construction, alteration, maintenance, or repair of a project may only use iron and steel products produced in the United States and must comply with all applicable guidance.
3. *Prevailing Wages:* The applicant acknowledges that all laborers and mechanics employed by contractors or subcontractors on projects receiving credit assistance under this program shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the immediate locality, as determined by the Secretary of Labor, in accordance with sections 3141-3144, 3146, and 3147 of Title 40 (Davis-Bacon wage rules).
4. *Credit Ratings:* This applicant has received a preliminary rating opinion letter(s) on the project's senior debt instrument, from one or more rating agencies. These letters or ratings are attached.
5. *Credit Processing Fees:* The undersigned certifies that it will reimburse EPA for its costs incurred in negotiating the credit agreement, irrespective of whether the credit agreement is executed.
6. *Lobbying:* Section 1352 of Title 31, United States Code provides that none of the funds appropriated by any Act of Congress may be expended by a recipient of a contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the award or making of a Federal contract, grant, loan, or cooperative agreement or the modification thereof. EPA interprets this provision to include the use of appropriated funds to influence or attempt to influence the selection for assistance under the WIFIA program.

WIFIA applicants must file a declaration: (a) with the submission of an application for WIFIA credit assistance; (b) upon receipt of WIFIA credit assistance (unless the information contained in the declaration accompanying the WIFIA application has not materially changed); and (c) at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration previously filed in connection with the WIFIA credit assistance.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. *Debarment:* The undersigned further certifies that it is not currently: 1) debarred or suspended from participating in any Federal programs; 2) formally proposed for debarment, with a final determination still pending; or 3) indicted, convicted, or had a civil judgment rendered against it for any of the offenses listed in the Regulations Governing Debarment and Suspension (Governmentwide Nonprocurement Debarment and Suspension Regulations: 2 C.F.R. Part 180 and Part 1532).
8. *Default/Delinquency:* The undersigned further certifies that neither it nor any of its subsidiaries or affiliates are currently in default or delinquent on any debt or loans provided or guaranteed by the Federal Government.
9. *Other Federal Requirements:* The applicant acknowledges that it must comply with all other federal statutes and regulations, as applicable. A non-exhaustive list of federal cross-cutting statutes and regulations can be found at: <https://www.epa.gov/wifia/wifia-resources#complianceanchor>.
10. *Signature:* By submitting this application, the undersigned certifies that the facts stated and the certifications and representations made in this application are true, to the best of the applicant's knowledge and belief after due inquiry, and that the applicant has not omitted any material facts. The undersigned is an authorized representative of the applicant.

Name:  
Title:  
Organization:  
Street Address:  
City/State/Zip:  
Phone:  
E-mail:

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_



Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

## **RESOLUTION AUTHORIZING SUBMISSION OF US EPA WIFIA APPLICATION**

**WHEREAS**, on July 5, 2019, the Metro Flood Diversion Authority (the “Authority”) submitted its Letter of Intent (“LOI”) to the United States Environmental Protection Agency (“US EPA”) requesting credit assistance in the form of a US EPA WIFIA loan; and

**WHEREAS**, on October 10, 2019, the Authority was selected to submit a credit application for credit assistance up to \$561,000,000 from the US EPA WIFIA program; and

**WHEREAS**, Bond Counsel for the Authority, John T. Shockley, has coordinated with Authority financial advisors, technical consultants, and staff to draft and prepare an application for credit assistance from the US EPA WIFIA program; and

**WHEREAS**, the estimated savings to the Authority of a US EPA WIFIA loan is estimated to be a minimum of \$572,000,000; and

**WHEREAS**, the Authority has determined that it is in the best interests of the Authority to submit its credit application for credit assistance of up to \$561,000,000 from the US EPA WIFIA program.

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

Section 1. Authorization to Submit Credit Application. Bond Counsel for the Authority, John T. Shockley, is hereby authorized to submit a credit application to the US EPA WIFIA program.

Section 2. North Dakota Law Applies. This Resolution and any transactions contemplated herein will be controlled by the laws of the State of North Dakota.

Section 3. Electronic Signatures. Electronic signatures to this Resolution shall be as valid as an original signature of Authority and shall be effective to bind the Authority to this Resolution. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 4. This Resolution shall take effect immediately upon adoption.

*(Remainder of page intentionally left blank.)*

Adopted April \_\_\_\_\_, 2020.

**METRO FLOOD DIVERSION  
AUTHORITY**

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Tim Mahoney, Chair  
Diversion Authority Board

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Joel Paulsen, Executive Director  
Diversion Authority

ATTEST:

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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: \_\_\_\_\_. All of the Members having voted aye, the resolution was declared duly passed and adopted.

DRAFT

Member \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION REQUESTING THE CITY OF FARGO TO UNDERTAKE ENGINEERING SERVICES FOR PROJECT IN-KIND WORK ELEMENTS, AND AUTHORIZING THE REIMBURSEMENT OF RELATED ENGINEERING COSTS**

**WHEREAS**, the Metro Flood Diversion Authority (the “Diversion Authority”) was created by five (5) member entities through the execution of a Joint Powers Agreement, dated June 1, 2016 (the “JPA”), to establish the duties, responsibilities, and obligations of each member entity regarding the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Project”); and

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

**WHEREAS**, the construction of the Project includes various elements constructed by the Diversion Authority (“Project Elements”) and in-kind work elements constructed by Member Entities (“In-Kind Work Elements”) that are located in both North Dakota and Minnesota; and

**WHEREAS**, section 12.05 of the JPA authorize the Diversion Authority to assign a Member Entity the responsibility for planning and designing Project In-Kind Work Elements; and

**WHEREAS**, in the event the Diversion Authority assigns a Member Entity the responsibility for planning and designing Project In-Kind Work Elements, section 12.05 of the JPA also provide that the Diversion Authority shall reimburse the Member Entity for all reasonable engineering costs incurred by the Member Entity arising from or directly related to the Project In-Kind Work; and

**WHEREAS**, the Diversion Authority desires that Fargo, in its capacity as a Member Entity, undertake certain In-Kind Work Elements, as described herein; and

**WHEREAS**, in return for Fargo performing such In-Kind Work Elements, the Diversion Authority will reimburse Fargo for all reasonable engineering costs incurred arising from or directly related to such work as set forth in the JPA and such reimbursement shall not exceed \$60,000.

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

1. In-Kind Work Elements. The Diversion Authority formally requests that Fargo, in its capacity as a Member Entity, undertake engineering services for the planning and designing of the following In-Kind Work Elements, collectively, the “Work,” which is further described in the attached Exhibit A:
  - A. Horace Sanitary Lift Station and Force Main Conceptual Design and System Layout;
  - B. Water Service to Horace Hydraulic Modeling;
  - C. Expanded Regional Water Service to Cass Rural Water District; and
  - D. Agreement and Cost-Share Application Development.

2. Engineering Services. In accordance with Section 12.05 of the JPA, Fargo must perform this Work through coordinated efforts between engineering consultants and engineering staff of the Member Entity. Fargo may use its own engineering consultants or engineering staff for the Work, but if it chooses to do so, it must cooperate in good faith with the engineering consultants or engineering staff or other Member Entities. All engineering services procured by the Diversion Authority and/or Member Entities for the Work shall be provided by a professional engineer licensed within the state in which the In-Kind Work Element will be constructed.
3. Reimbursement. The Diversion Authority will reimburse Fargo for all reasonable engineering costs incurred arising from or directly related to the Work described herein, and such reimbursement shall not exceed \$60,000. To receive reimbursement, Fargo must submit a resolution of its governing body to the Finance Committee that authorizes the submission of a request for reimbursement, generally describing the maintenance that was provided, along with invoices representing the requested reimbursement amount. The Finance Committee will thereafter make a recommendation to the Diversion Authority. The Finance Committee and Diversion Authority reserve the ability to request additional information from Fargo in its review of the reimbursement request.

Dated: \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Timothy J. Mahoney, Chair

ATTEST:

\_\_\_\_\_  
Heather Worden, Secretary

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

The following Member was absent and not voting: \_\_\_\_\_. The following voted against the same: \_\_\_\_\_. A majority of the Members having voted aye, the resolution was declared duly passed and adopted.

## **EXHIBIT A**

### **Horace Sanitary Lift Station and Force Main Conceptual Design and System Layout**

Fargo shall perform the following tasks:

- Evaluate and recommend the pumping capacity (firm pumping capacity and maximum pumping capacity) of a City of Horace sanitary lift station. The lift station will be used to pump wastewater to Fargo's wastewater collection system.
  - The lift station pumping capacity will be determined using the future population and wastewater flow projections (which will be aligned with the estimated timing of south Fargo population growth and the extension of the 45th Street Interceptor) defined within the Fargo Southwest Water and Wastewater Infrastructure Master Plan.
  - The capacity of the existing Horace-Fargo wastewater system connection (Deer Creek meter vault) will be considered when determining the lift station pumping capacity.
  - It is assumed the lift station will be a duplex (two pump) lift station.
  - It is assumed that Fargo will own a nearby meter vault (located within Fargo growth area) to meter Horace's flows from this lift station.
- Evaluate and recommend the required force main diameter to convey wastewater from the lift station to Fargo's wastewater collection system.
- Recommend a force main route and connection location to Fargo's wastewater collection system.
- Evaluate and recommend lift station pump design parameters including flow (represented in gallons per minute), total dynamic head (represented in feet), and pump horsepower. Provide a pump cut sheet that meets the pump design parameters.
- Develop a probable cost opinion for construction of the Horace lift station and force main.
- Develop a map that includes the assumed Horace lift station location, recommended force main route, and recommended force main connection location to Fargo's wastewater collection system.
- Facilitate one review meeting (up to two hours in duration) to present the findings from this task to the City of Fargo and City of Horace.
- Document the findings from this task in a separate Technical Memorandum titled "Fargo Expanded Wastewater Service for Horace." This Technical Memorandum will be included as an Attachment to the Southwest Water and Wastewater Infrastructure Master Plan.

### **Water Service to Horace Hydraulic Modeling**

Fargo shall perform the following tasks:

- Develop a request for information from Horace's existing water supply and distribution system. Review information provided by the City of Horace about Horace's existing water distribution system characteristics and water system operations.
- Incorporate Horace's watermain, well, and storage information into the regional water system hydraulic model.
  - The regional water system hydraulic model includes Fargo, West Fargo, and portions of Cass Rural Water District's (CRWD) water systems.

- Analyze Horace’s existing water system and determine pressure and available fire flow based on existing conditions.
- Analyze and determine improvements within the regional water system to provide service to the City of Horace.
- Analyze and determine improvements within the City of Horace water system necessary to receive service from the regional water system.
- Determine storage requirements for the City of Horace and provide recommendations for providing adequate storage to meet required storage needs.
- Determine the estimated costs for connecting the City of Horace to the regional water system.
- Develop two available fire flow maps – existing conditions and proposed conditions.
- Develop two distribution system pressure maps – existing conditions and proposed conditions.
- Develop a map that includes the water distribution system improvements to connect Horace’s water system to the regional water system.
- Facilitate one review meeting (up to two hours in duration) to present the findings from this task to the City of Fargo, City of Horace, and CRWD.
- Document the findings from this task in a separate Technical Memorandum titled “Fargo and Cass Rural Water District – Regional Water Service to Horace.” This Technical Memorandum will be included as an Attachment to the Southwest Water and Wastewater Infrastructure Master Plan.

### **Expanded Regional Water Service to Cass Rural Water District**

Fargo shall perform the following tasks:

- Develop a request for information from CRWD’s existing water supply and distribution system. Review additional CRWD distribution system information provided by CRWD.
- Expand the existing regional water system hydraulic model to analyze water distribution requirements within the CRWD service area under a scenario without the existing South Water Treatment Plant (WTP) and related infrastructure.
- Develop recommended infrastructure improvements (transmission, pumping, and storage) to provide water service to the CRWD service area.
- Review the estimated replacement value of the CRWD South WTP, and other CRWD infrastructure impacted by the FM Area Diversion Project, as prepared by CRWD.
- Estimate the current annual expenses attributed to and associated with owning and operating the South WTP and related infrastructure.
- Prepare an economic evaluation for replacement of the CRWD South WTP and purchase of wholesale water from the Fargo water utility.
- Facilitate one review meeting (up to two hours in duration) to present the findings from this task to the City of Fargo and CRWD.
- Document the findings from this task in a separate Technical Memorandum titled “Fargo and Cass Rural Water District – Regional Water Service to Horace.” This Technical Memorandum will be included as an Attachment to the Southwest Water and Wastewater Infrastructure Master Plan.

### **Agreement and Cost-Share Application Development**

Fargo shall perform the following tasks:

- Provide information to support the preparation of a water service agreement between CRWD and the City of Horace.
- Provide information to support the preparation of a new wastewater service agreement or amending the existing wastewater service agreement between the City of Fargo and City of Horace.
- Prepare a cost-share application to the North Dakota State Water Commission (NDSWC) on behalf of CRWD or the City of Horace for the necessary water infrastructure to serve Horace and expand service to CRWD. Engineer shall comply with all the requirements established by the NDSWC, including performing a life cycle cost analysis. Engineer shall develop one presentation and deliver to the NDSWC for their consideration as part of the cost-share request.





April 2020

## Informational Sheet

# Agricultural Risk Study

## Scope of Research

The NDSU Department of Agribusiness was asked to study how the temporary storage of floodwaters would affect crop production and agricultural revenues in the area upstream of the FM Area Diversion Project.

Specifically, NDSU has studied how the effects of flooding align with regional planting and increasing the understanding of how Project operation would impact planting dates.

## Observations at a Glance

### Hydrology

- Substantial acreage within staging area is not adversely affected.
- The majority of adversely affected acreage has potential planting delays of one to five days.
- Some storage tracks will have substantially adverse effects. It is hard to make generalizations that represent all situations.

### Economic & Historical

- Economic conclusions are influenced by high acreage of soybeans -- 50% of land is in soybeans. Soybeans have later planting dates and are less sensitive to yield reductions.
- Economic losses are sensitive to dry-down requirements.
- Combinations of a long, or late-occurring flood and relatively early planting start dates are required to produce more pronounced levels of planting delays.

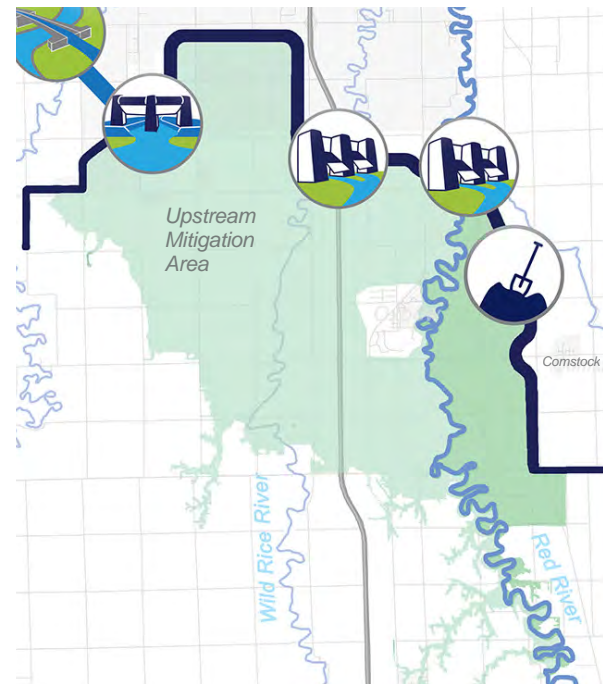
### During a 25-year or larger flood even with the Project in place,

- There is a high probability of modest revenue losses due to planting delays
- There is a low probability of greater revenue losses due to planting delays

Study conducted by the North Dakota State University Department of Agribusiness and Applied Economics

## Upstream Mitigation Area Studied

- 241 individual storage areas totaling more than 54,000 acres
- Exceeds the designation of the staging area provided by USACE (27,000 acres of inundated lands)
- Data from HEC-RAS 9.1 hydrology model provided by FM Diversion Authority
- Study used entire acreage of a storage area if any portion of the area was inundated



## Preparing the Data



## FLOOD SIMULATION

### ANALYSIS of 10 flood events

- 10-year event
- 20-year event
- 3 kinds of 25-year events
- 50-year event
- Similar to 2009
- 100-year event
- 500-year event
- Probable Maximum Flood (PMF)

With the Project

Without the Project

# Hydrology Effects Identified Five Conditions

Hydrology effects vary by storage area and by flood size

**1** Land that does not flood with or without the Diversion Project

**2** Land already floods, but flood same duration with Diversion Project

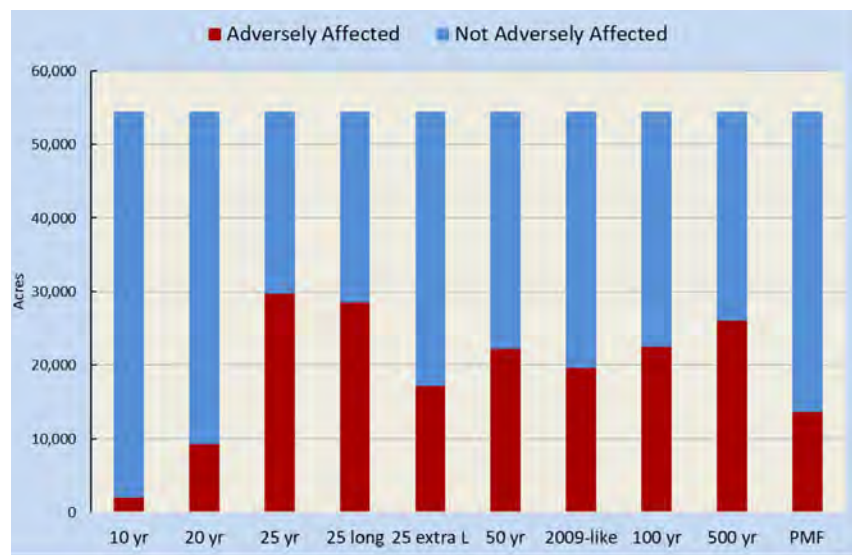
**3** Land already floods, but flood longer with Diversion Project

**4** Land already floods, but flood shorter with Diversion Project

**5** Land that would not flood, but no floods (no flooding) with the Diversion Project

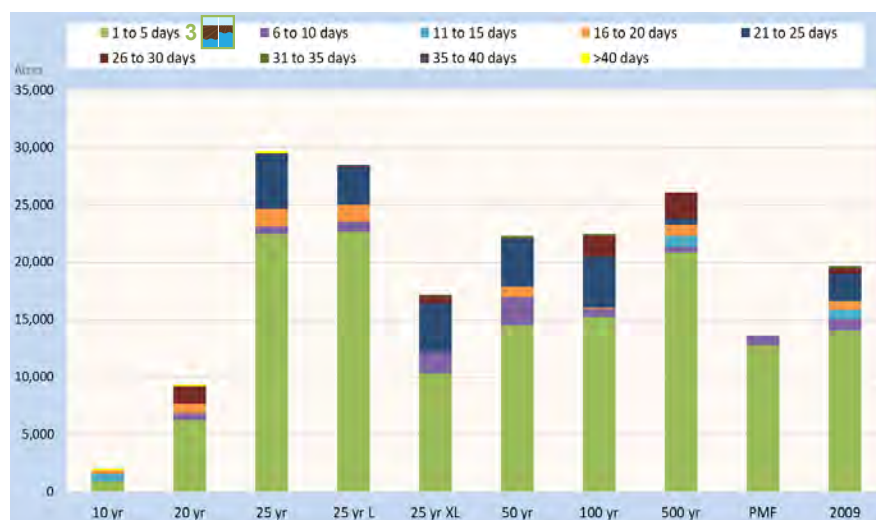
Data from the Study

## Acres Adversely Affected or Not in Various Flood Scenarios



With and Without the Project Comparison

## Comparing Additional Days of Floodwater Impacts With and Without the Project In Place



Fundamental Factor

## Driving Economic Effects

These two time periods are very similar in length. The likelihood (probability) of a planting delay will be sensitive to factors affecting those periods.

### Calendar During a Flood Situation



### Calendar for Agricultural Operations



## Key Take Aways

### Most Frequent Floods

When placed on a calendar timeline, total time (days) required for the effects of temporary water storage to be over are similar to the calendar dates when spring planting begins.

*Determined by Hydrology Data and NDSU modeling*

### Less Frequent & Longer Floods

Additional time for effects of flooding to be over will increase frequency and magnitude of revenue losses.

*Determined by Hydrology Data and NDSU modeling*

# A TRANSFORMATIVE INVESTMENT

MAXIMIZING THE SOCIOECONOMIC BENEFITS  
OF THE FM DIVERSION PROJECT

Jason Ehlert-North Dakota's Building Trades Unions

Lucas Franco-Research Manager-LIUNA-MN/ND

## Topics That Will Be Covered

1. The Workforce Development Challenge
2. Solving the Technical Skills Gap
3. How to Maximize Socioeconomic Benefits
4. Similar Case Study: The Miami Tunnel Project
5. A Partnership Proposal Using Proven Yet Underutilized Workforce Development Programs

## Our Challenge(s)

- Chronic flooding
- Technical skills gap
- Construction industry workforce shortage

# A Pathway to Opportunity: Registered Apprenticeship Programs



Five Core Components of  
Registered Apprenticeship



# Benefits of Registered Apprenticeship Programs

- Recruit and train local workers
- Pathway to a family supporting career
- 300K more than non-participants
- Address skills gap through technical training
- Create develop a safe and highly skilled workforce



# The High Cost of Outsourcing

- Non-local labors spend little locally
- Local workers reinvest 95% of their after-tax and after-savings income locally
- Local workers will maximize the ROI in the community of the FM Diversion

Total Local Spending After Applying Multiplier Effects	
Percent Local Workers	Total Economic Impact
100%	\$3.881 billion
70%	\$3.069 billion
50%	\$2.527 billion
30%	\$1.985 billion
10%	\$1.443 billion
0%	\$1.173 billion



# Case Study: Port of Miami Tunnel

- 83% of construction workers were local
- Hundreds of area residents received training for career construction workers
- Brought the public genuinely into a project
- “More than community engagement plan that went beyond media and public relations into delivering real economic, social and commercial benefits.”



# GOALS OF WORKFORCE DEVELOPMENT INITIATIVE

- A plan to solve the Technical Skills Gap challenge
- This strategy was used on a large, similar style type of project with great success
- Upskill local workforce through education and training using a proven method for the construction industry
- Promotes the goals of the Workforce Development Council to use public/private partnerships
- Builds a local coalition beyond media and public relations
- Delivers real economic, social and commercial benefits to the community

# **A Transformative Investment: Maximizing the Socioeconomic Benefits of the Fargo-Moorhead Diversion Project**

**April 2020**

**Lucas Franco, Ph.D.**

**Local Jobs**  
NORTH DAKOTA MINNESOTA

# **A Transformative Investment: Maximizing the Socioeconomic Benefits of the Fargo-Moorhead Diversion Project**

## **Executive Summary**

The Fargo-Moorhead Diversion (“Diversion”) Project is a bold investment in the future of the region. The \$2.75 billion project will create an extensive network of flood water diversion levees and canals to protect the Fargo-Moorhead metropolitan area. The project, which will be funded using a combination of local, state and federal tax dollars, will create thousands of jobs over approximately six years of construction.

This massive infrastructure investment could not only prevent catastrophic flooding and protect the residents of the community, but also serve as a catalyst to develop the region’s skilled construction workforce. The Diversion Project has the potential to create thousands of good paying construction jobs for area residents. However, these benefits are not inevitable.

This report quantifies the potential socioeconomic benefits of the construction jobs and career opportunities that could be created by the Diversion Project and suggests ways to maximize the net public benefit of this taxpayer-funded investment. We find the following:

- The Fargo-Moorhead metropolitan area currently underperforms in the development and utilization of local skilled construction workforce, due in part to limited use of registered apprenticeship programs which have been recognized by the Trump Administration as a vital workforce tool in the construction industry.
- The Diversion Project could help to close the skill gap and maximize local socioeconomic benefits by promoting the use of registered apprenticeship programs.
- Registered apprentices earn much higher wages than non-participants. The typical career earnings of an apprenticeship graduate are \$300,000 greater than nonparticipants including both wages and fringe benefits.
- Each successful registered apprentice can be expected to earn an estimated \$1.3 million on average over the course of his or her career.
- A local construction worker on the Diversion Project will generate approximately three to four times more local economic activity than a non-local worker.
- The estimated career earnings of a skilled apprentice in the Fargo-Moorhead area are two to three-times higher than the earnings of the average service sector worker.

Ultimately, we find that the best way to maximize the public benefits of workforce development investment of the Diversion Project is through the use of registered apprenticeship programs, which provide a structured environment for new construction workers to “earn as they learn.” The Fargo-Moorhead area construction industry is booming just as many of the baby boomer construction workers are retiring and local contractors describe challenges finding skilled labor. It is an ideal moment to recruit and train the next generation of skilled construction workers.

Registered apprenticeship programs offer a proven workforce development strategy that is well-suited to maximize the value of the Diversion Project. Apprenticeship models have a long track record of successfully transitioning workers into a career in the construction industry.<sup>1</sup> These educational programs provide a cost effective model to recruit and train skilled workers that invest back into the local community while ensuring high-quality construction work on the Diversion Project.

The Fargo-Moorhead metropolitan area can maximize the return on investment of the Diversion project by taking the following steps:

- Encourage project bidders to partner with registered apprenticeship programs to recruit and train the next generation of Fargo-Moorhead metropolitan area construction workers.
- Require project bidders to provide plans and demonstrate capacity to recruit and develop local skilled workforce.

Through these simple steps, the Diversion Project will not only protect the Fargo-Moorhead metropolitan area from catastrophic flooding, but also maximize the Project's short- and long-term economic benefit by stimulating local payrolls and building the region's skilled construction workforce .

## **Introduction**

The Diversion Project is a critical investment in the region's future. It will protect the Fargo-Moorhead metropolitan area from catastrophic flooding. It also has the potential to create thousands of family-supporting construction jobs for local residents. Skilled construction workers will build an array of dams, levees, concrete barriers and bridges over the next six years at a total cost of \$2.75 billion.<sup>2</sup>

The project will largely be funded through a Public-Private Partnership (P3) funding model. This approach has the advantage of shifting much of the financial and construction risk onto private sector actors. Ultimately, however, local and state taxpayers will fund the multibillion dollar cost of construction, financing, and the profits that P3 partners justifiably expect to receive for their participation.

There is no guarantee, however, that local workers will receive the full benefit of this once-in-a-generation investment in the Fargo-Moorhead metropolitan area. One reason for this concern is that regional contractors have dramatically increased their reliance on foreign guest workers via the H-2B visa program in recent years. Nationwide, H-2B visa allocations have

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<sup>1</sup> Robert Bruno and Frank Manzo, "The Impact of Apprenticeship Programs in Illinois: An Analysis of Economic and Social Effects," University of Illinois at Urbana-Champaign and the Illinois Economic Policy Institute, August 2016.

<sup>2</sup> Don Haney, "New Estimated cost of Diversion hits \$2.75 billion," KFGO, December 3, 2019. Available here: <https://kfgo.com/news/articles/2018/dec/03/new-estimated-cost-of-fm-diversion-project-hits-275-billion/>

nearly doubled - from approximately 50,000 in 2009 to 96,000 in 2019.<sup>3</sup> The Fargo-Moorhead metropolitan area has seen a similar uptick in the reliance on H-2B guest workers.<sup>4</sup> There has also been a steady reliance on outsourced labor to build Minnesota and North Dakota's critical energy infrastructure, including new wind energy projects.<sup>5</sup>

The Diversion project offers an unprecedented opportunity to break this growing reliance on outsourced labor. The region has relied heavily on labor outsourcing because it has underutilized registered apprenticeship programs. These workforce development models provide a pathway to recruit and train local workers to not only build the Diversion project, but to build other critical infrastructure in the future.

As we detail later in the report, officials with the Florida Department of Transportation (FDOT) faced a similar challenge in finding ways to maximize a multibillion dollar P3-financed infrastructure project. In the early 2000s, Florida officials secured P3 financing for a \$1 billion undersea tunnel project in Miami. Local officials, labor unions and community groups were concerned that contractors on the project would rely heavily on outsourced labor. To maximize local benefits, FDOT established incentives for project contractors to work with local registered apprenticeship programs to recruit and train area workers. As a result, 83% of construction workers building the project were local and hundreds of area residents received the training and on-the-job work experience required to become skilled construction workers. This is a model that we should strive to replicate on the Diversion Project.

Work on the Diversion Project will last up to six years. But for career construction workers who get their start on the Diversion Project, the benefits could last 25 years or more. By utilizing local labor and leveraging apprenticeship opportunities, the Diversion Project could inject billions of dollars into the local economy and provide a pathway for hundreds of area workers to launch family-supporting careers in the construction industry.

## Section 1: The Cost of the Fargo-Moorhead Diversion Project

The Diversion Project will cost \$2.75 billion. This investment will pay for the following infrastructure projects:<sup>6</sup>

Components of the Diversion Project
\$502 million for Lands and Impacted Property Mitigation

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<sup>3</sup> Heather Long, "Trump administration nearly doubles H-2B guest visa program, which brings many Mexican workers," The Washington Post, April 6, 2019.

<sup>4</sup> Lucas Franco, "Outsourced at Our Expense: The High Cost of the H-2B Guest Worker Program," Local Jobs North Dakota and Minnesota, December 2018.

<sup>5</sup> Lucas Franco, "Catching the Wind 3.0: The impact of local versus non-local hiring practices on wind farms in North Dakota," Local Jobs North Dakota and Minnesota, October 2019.

<sup>6</sup> FM Area Diversion Project, "About." Available here: <https://fmdiversion.gov/about-the-project/>.

\$989 million for the Channel / Public-Private Partnership
\$703 million for the U.S. Army Corps of Engineers/ Southern Embankment and Associated Infrastructure
\$266 million for levees and other In-town projects in the cities of Fargo and Moorhead
\$44 million for Other Mitigation Construction
\$250 million for Non-Construction Costs

Funding for these projects will come from a mix of federal, state and P3 funding via local sources. The funding sources are as follows:<sup>7</sup>

<b>Diversion Funding Sources</b>
\$750 million from the federal government (\$450 million existing and \$300 million new)
\$870 million from the state of North Dakota (\$570 million existing and \$300 million new)
\$1,044 million from the local sponsors funded through sales taxes (P3 Model)
\$43 million to be requested from the State of Minnesota for continued work in-town to pay for Plan B changes in MN and another \$43 million for the project

A significant portion of the funding for the project will be paid through a P3 delivery model. In this model, private companies, including banks and construction firms, agree to finance and build the project for a fixed cost plus profit paid out to them over many decades. These actors assume the risk of capital cost overruns and reap the benefit of cost savings.<sup>8</sup>

Most of the capital for the project will be borrowed. Area residents will finance the project, largely through sales taxes, over a period of decades. The total amount of repayment over 60

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<sup>7</sup> Frank Stanko, "Fargo-Moorhead Diversion estimated to cost \$2.75 billion," Daily News Media, December 4, 2018. Available here:

[https://www.wahpetondailynews.com/news/fargo-moorhead-diversion-estimated-to-cost-billion/article\\_edf63fba-f7d0-11e8-982a-ebc371cf10bc.html](https://www.wahpetondailynews.com/news/fargo-moorhead-diversion-estimated-to-cost-billion/article_edf63fba-f7d0-11e8-982a-ebc371cf10bc.html).

<sup>8</sup> Don Haney, "New Estimated cost of Diversion hits \$2.75 billion," KFGO, December 3, 2019. Available here: <https://kfgo.com/news/articles/2018/dec/03/new-estimated-cost-of-fm-diversion-project-hits-275-billion/>.

years, including interest, will be roughly \$3 billion, which includes the principal of approximately \$1.1 billion.<sup>9</sup>

## **Section 2: Training the Next Generation of Construction Workers**

The best way to maximize the public benefits of the Diversion Project is through the use of registered apprenticeship programs. The Fargo-Moorhead metropolitan area construction industry is thriving just as many of the baby boomer construction workers are retiring. This is a great moment to recruit and train the next generation of skilled construction workers in the region.

Unfortunately, industry efforts to recruit and train construction workforce have lagged in the Fargo-Moorhead metropolitan area and across North Dakota. While some construction owners and contractors continue to invest in local workforce development, some sectors of the industry have come to rely on a traveling workforce that leaves town when the project is complete, taking their skills and paychecks with them. The trend toward outsourcing of construction labor has recently been documented on both large infrastructure projects and local building construction.<sup>10</sup>

Reliance on a non-local workforce can become a vicious cycle as construction owners and contractors scale back on local recruiting and training efforts, and the number of entry-level positions available to the area workforce declines. Apprenticeship models offer a pathway to break this cycle and rebuild a local skilled construction workforce. The training is provided at no cost to participants and they typically earn family-supporting wages and benefits throughout their education. Additionally, long-term projects such as the Diversion Project will provide years of work, allowing workers to complete their entire apprenticeship program.

Registered apprenticeship programs have a long track record of successfully transitioning workers into a career in the construction industry -- a fact that was recognized by the U.S. Department of Labor in a recent rulemaking on Industry Recognized Apprenticeship Programs.<sup>11</sup> These educational programs provide a cost effective model to recruit and train skilled workers and they ensure high-quality construction work. Research by Mathematica Policy Research for the U.S. Department of Labor Employing and Training Administration found that participants that complete a registered apprenticeship program “receive an average of \$301,533 more in

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<sup>9</sup> Tu-Uyen Tran, “How do you pay for a \$2.2 billion project?” The Dickinson Press. Available here: <https://www.thedickinsonpress.com/news/4098593-how-do-you-pay-22-billion-project>

<sup>10</sup> Lucas Franco, “Outsourced at Our Expense: An analysis of the high cost of the H-2B guest worker program,” Local Jobs North Dakota and Minnesota, December 2018.

<sup>11</sup> Robert Bruno and Frank Manzo, “The Impact of Apprenticeship Programs in Illinois: An Analysis of Economic and Social Effects,” University of Illinois at Urbana-Champaign and the Illinois Economic Policy Institute, August 2016. See U.S. Department of Labor Final Rule RIN 1205–AB85 for a discussion of the U.S. Department of Labor’s decision to exclude construction from new Industry Recognized Apprenticeship Program rules based on the success of the existing system of registered construction apprenticeships <https://aboutblaw.com/Pnh>



compensation than nonparticipants over their careers.”<sup>12</sup> Apprenticeship programs also reduce the probability that workers will suffer long-term unemployment.<sup>13</sup> Further, University of Utah economist, Peter Philips, found that apprenticeship programs create a safer and more productive workforce.<sup>14</sup> The Diversion Project provides a unique opportunity to bolster apprenticeship programs in the region.

Construction apprenticeship programs are typically three-four years. Construction Craft Laborers, for example, must complete 288 hours of classroom training and 4,000 work hours over a three-year period. Apprentices complete 100 hours of training and 1,500 work hours each year.

**Table 1 - Construction Craft Laborer Apprenticeship**

Level of Apprenticeship	Hours of Training	Hours of Work	% of Journey Worker Wage
Level 1	0 - 100	0 - 1,500	80%
Level 2	101 - 200	1,501 - 3,000	87%
Level 3	201 - 288	3,001 - 4,000	95%

As new apprentices move through the training, their hourly wages steadily increase as they approach journeyworker status. Workers on the Diversion project could complete the entire apprenticeship program during work on the project.

Apprenticeship programs in other building trades have a similar structure. For example, the apprenticeship for heavy equipment operators requires 4,000 hours of on-the-job training and 288 hours of related instruction which is provided at a fully-equipped training center. The program is usually completed in three years.<sup>15</sup> Similarly, carpentry apprentices must work as many as 7,000 hours on the job, side-by-side with skilled industry veterans. This on-the-job training is reinforced with between 144 and 520 hours of classroom instruction.<sup>16</sup>

The Diversion Project will require an estimated six years worth of construction work. This is sufficient time for Fargo-Moorhead area workers to complete any skilled construction

<sup>12</sup> Reed, Debbie, Albert Yung-Hsu Liu, Rebecca Kleinman, Annalisa Mastri, Davin Reed, Samina Sattar, and Jessica Ziegler. *An effectiveness assessment and cost-benefit analysis of registered apprenticeship in 10 states*. No. 1b5795d01e8a42239b3c98dcc1e1161a. Mathematica Policy Research, 2012.

<sup>13</sup> Robert Bruno and Frank Manzo, “The Impact of Apprenticeship Programs in Illinois: An Analysis of Economic and Social Effects,” University of Illinois at Urbana-Champaign and the Illinois Economic Policy Institute, August 2016.

<sup>14</sup> Philips 2015a - see Bruno and Manzo

<sup>15</sup> See list of training courses:

<https://www.local49training.org/apprenticeship/heavy-equipment-operator-apprentice/>

<sup>16</sup> Apprenticeships: <https://northcountrycarpenter.org/apprenticeships/>.

apprenticeship program. Once apprentices have completed their training, they are able to work on a wide array of projects from building construction to highway construction work.

Fargo-Moorhead area construction workers that complete an apprenticeship program will gain skills needed to build vital infrastructure in the area and contribute millions to the regional economy. Union apprentices are paid collectively bargained wage rates and earn health and retirement benefits.

The following is an estimate of the expected lifetime earnings of a successful Construction Craft Laborer apprentice:

**Table 2 - Approximate Lifetime Earnings of Construction Apprentice<sup>17</sup>**

Year	Rate	Health & Welfare	Vacation	Pension	Totals
Year 1	\$ 19.02	\$ 7.75	\$ 2.43	\$ 5.10	\$ 56,205.00
Year 2	\$ 20.69	\$ 7.75	\$ 2.43	\$ 5.10	\$ 59,127.50
Year 3	\$ 22.59	\$ 7.75	\$ 2.43	\$ 5.10	\$ 62,452.50
Year 4+	\$ 23.78	\$ 7.75	\$ 2.43	\$ 5.10	\$ 64,535.00
25 year Totals	\$ 982,940.00	\$ 290,625.00	\$ 91,125.00	\$ 191,250.00	\$ 1,555,940.00

This earnings breakdown is based on the collectively bargained heavy-highway wage rates for North Dakota. These rates are similar in Minnesota. When the value of health, pension, training and other fringe benefits is included, apprentices can be expected to earn an estimated \$1.6 million over the course of their career.

### Section 3: The High Cost of Non-Local Workers

The Diversion project will create an estimated 7,700 full time construction jobs each year over the six years of the project or 46,000 total job years of full-time employment.<sup>18</sup> Put differently,

<sup>17</sup> Total annual earnings are based on 1,000 hours straight time and 500 hours of overtime.

<sup>18</sup> This estimate is based on an analysis of total job creation for other major infrastructure projects. The estimate is based on Enbridge Line 3 pipeline replacement project. These projects require a number of similar activities including extensive excavation. A 2017 research report by the University of Minnesota Duluth, *Enbridge Pipeline Construction: Economic Impact Study*, estimates that the \$1.5 billion project will create 4,200 jobs over the two years of the construction project. This equals 2,800 jobs per \$1 billion spent. The 7,700 job estimate assumes that all of the workers will work on the Diversion project for the entire six year period. It is more likely that many will work for shorter periods focusing instead on specific scopes of work. Job-years help to account for this variation. The Diversion project will create an estimated 7,700 job opportunities each year for the duration of the project or

the Diversion will generate an estimated 69.3 million hours of construction work (46,000 job years times 1,500 hours per year). There are no guarantees, however, that the majority of this work will go to local workers. Failure to maximize employment of local workers on the project could cost the Fargo-Moorhead region as much as a billion dollars in lost economic activity.

The goal of this section is twofold. First, to estimate the potential economic losses that could occur if the Diversion project fails to maximize employment of local workers; and second, to detail how registered apprenticeships can be used to maximize local hiring and associated local socioeconomic benefits.

In order to determine the potential costs of relying on non-local labor, we must calculate the expected earnings of local and non-local construction workers. This is accomplished by calculating the mean wage of all construction professionals expected to work on the Diversion project including laborers, operating engineers, ironworkers, electricians and carpenters.

**Table 3 - Expected Wages**

Expected Wages		
Craft	Prevailing Wage	Fringe Rate
Laborer	\$23.05	\$10.48 <sup>19</sup>
Ironworker	\$34.35	\$27.85
Carpenter	\$29.32	\$12.37
Operator	\$27.90	\$17.25
Electrician	\$32.92	\$11.87
<b>AVERAGE</b>	\$29.51	\$15.96
<b>Overtime</b>	\$44.27	-

These wage and fringe benefit estimates are based on an average of prevailing wage rates for highway and residential work in Clay County, Minnesota, and Cass County, North Dakota. The average hourly salary for straight-time work is \$29.51 and \$44.27 for overtime work. Work on the Diversion will be seasonally dependent, thus, we expect workers to work 60-hour weeks during the peak construction season (April to November). At 60 hours per week, one-third of all hours would be paid at overtime rates. Therefore, estimated annual earnings are \$51,645 (\$29.51 x 1,000 hours + \$44.27 x 500 hours).

42,000 job-years of work (total per year job creation or 7,700 x total duration of project or 6 years). We rely on the more conservative estimate of 7,700 FTE jobs for six years.

<sup>19</sup> The fringe rate for General Laborers is significantly lower in North Dakota than in Minnesota. The Laborers prevailing wage rate in Minnesota is \$18.05 and \$2.90 in North Dakota.

Next, we must determine how much of a workers' total income will be available to be spent in the local economy. To accomplish this, we calculate the total after-tax, after-savings earnings. We average tax rates for Minnesota and North Dakota. We then estimate how much the average worker will spend locally.

**Table 4 - Spending Patterns**

Individual Spending Patterns of a Local Worker		
Average Annual Earnings	\$51,645	Average on the check earnings. This does not include the value of fringe benefits. Estimates are based on 1,500 hours worked per year with 1,000 hours at straight time and 500 at overtime rates.
Tax Payment Per Year	\$10,075	Income tax payment based on an average of federal, state and FICA insurance paid in ND and MN.
Savings	\$1,289	We expect workers to set aside an estimated 3.1% of their after-tax income into their personal savings. <sup>20</sup>
50% of Fringe Benefits	\$11,970	Expected fringe benefit spending in the short term.
Estimated Annual Local Spending	\$49,639	The average local worker will spend 95% of their after-tax and after-savings income plus 50% of fringe benefits locally.
Total Annual Economic Impact	\$86,371	Direct local spending plus additional economic activity generated by local spending.

A skilled *local* construction worker can be expected to spend an average of \$50,000 per year locally. Additionally, every dollar spent by Diversion construction workers will induce additional local economic activity. In this analysis, we rely on a widely used earnings multiplier. In Nissen and Zhang's 2006 study of the economic impact of local hiring on two major construction

<sup>20</sup> Lucas Franco, "Catching the Wind 2.0: An Update on Changing Employment Practices in Minnesota's Wind Energy Industry" Local Jobs North Dakota and Minnesota, August 2019.

projects in Florida, they use an earnings multiplier of 1.74 for new construction projects.<sup>21</sup> They find that every dollar spent in the local economy will result in 73.77% in additional earnings *beyond* the direct earnings of those employed in the actual construction project. In other words, every dollar spent by construction workers will generate 74 cents in additional economic activity. Thus, a local worker on the Diversion Project will generate approximately \$86,000 per year in local economic activity.

### ***The High Cost of Non-Local Labor***

Traveling construction workers, whether foreign guest workers on H-2B visas or workers from outside the area, try to limit their local spending. These non-local workers are rooted in communities far from their temporary place of employment. They likely have fixed costs in their permanent area of residence (e.g. mortgage, utilities, property taxes, etc.) and many have families that they support. Based on previous research on infrastructure projects, we estimate that non-local workers tend to limit spending to the per-diem allowance that is typical for the industry - \$75 to \$100.<sup>22</sup>

Non-local workers also earn fringe benefits, but it is unlikely that fringe benefit funds will be spent in the local economy at a similar rate. Fringe benefits often include family healthcare and retirement savings. If a worker's home and family is in another state (e.g. Texas or Utah) most of their healthcare spending will be utilized in their home state.

Economists estimate that local workers spend 95% of their after-tax and after-savings income locally.<sup>23</sup> In contrast, we expect non-local temporary residents to spend their per diem locally. Thus, the average local construction worker employed on the Diversion Project will spend \$49,639 (95% of after-tax/after-savings income including 50% of fringes) locally, while the average non-local construction worker will spend \$15,000 (total per diem) locally. We include 50% of fringes in our spending analysis, because we expect local workers to use at least some of their healthcare benefits locally. We estimate that a local worker will spend approximately three times more locally than a non-local worker.

The cumulative impact of these differences are dramatic for a massive infrastructure investment such as the Diversion Project.

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<sup>21</sup> Bruce Nissen and Yue Zhang, "Hiring Our Own? The impact of local vs. non-local hiring practices in two county GOB projects," Research Institute on Social and Economic Policy at Florida International University, August 16, 2006, pg. 8.

<sup>22</sup> Bruce Nissen and Yue Zhang, "Hiring Our Own? The impact of local vs. non-local hiring practices in two county GOB projects," Research Institute on Social and Economic Policy at Florida International University, August 16, 2006, pg. 8. .

<sup>23</sup> Ibid.

**Table 5 - Difference in Cumulative Local Spending**

<b>Total Direct Local Spending</b>	
<b>Percent Local Workers</b>	<b>Total Local Spending</b>
100%	\$2.283 billion
70%	\$1.805 billion
50%	\$1.486 billion
30%	\$1.168 billion
10%	\$849 million
0%	\$690 million

If local workers make up 70% of the Diversion Project construction workforce, total projected local spending associated with construction payrolls would be approximately \$1.8 billion over six years. If only 30% of work hours were performed by local workers, however, associated spending in the local economy could be \$1.2 billion. That represents an estimated loss of more than \$600 million in direct spending within the Fargo-Moorhead regional economy.

If we replicate the multiplier used by Nissen and Zhang (2006), projected local spending associated with construction payrolls would be as follows:

**Table 6 - Local Spending After Applying Multiplier Effects**

<b>Total Local Spending After Applying Multiplier Effects</b>	
<b>Percent Local Workers</b>	<b>Total Economic Impact</b>
100%	\$3.881 billion
70%	\$3.069 billion
50%	\$2.527 billion
30%	\$1.985 billion
10%	\$1.443 billion
0%	\$1.173 billion

The total difference in projected local economic activity between a 30%-local workforce and a 70%-local workforce is estimated at \$1.1 billion. A reliance on non-local workers to build the Diversion Project would lead to a substantial loss in local economic activity. The good news is that the use of apprenticeship programs could help to ensure that a local pool of skilled construction workers is available to build the Diversion project.

## Section 4: Maximizing Local Benefits through Apprenticeship Models

Registered apprenticeship programs are the best option to recruit new workers into the construction industry. Like most metropolitan labor markets, the Fargo-Moorhead metropolitan area is home to thousands of workers who are employed in low-wage, part-time and precarious jobs. Many of these workers would welcome an opportunity for a 40+ hours per week job that often pays two to three-times more than their current position and offers comprehensive benefits.<sup>24</sup>

Two of the top five highest employing industries in the Fargo-Moorhead area pay average wages that are insufficient to support a single full-time worker, let alone a family, based on analysis by the Economic Policy Institute.<sup>25</sup> Workers below this level typically require social service support that is funded by taxpayers and local charities, including subsidized affordable housing and food stamps. For example, among the roughly 223,000 workers in the region, some 45,000 are employed in the retail, accommodation and food service industries that are often associated with low pay, irregular hours and limited opportunities for upward mobility.

**Table 7 - Largest Industries in Fargo-Moorhead Regional Area<sup>26</sup>**

Industry	Average Employment	Average Hourly Wage	Average Weekly Wage	Average Annual Wage
Health Care and Social Assistance	37,305	\$22	\$877	\$45,604
Manufacturing	26,439	\$26	\$1,025	\$53,300
Retail Trade	25,779	\$15	\$580	\$30,160
Educational Services	18,632	\$23	\$910	\$47,320

<sup>24</sup> Arne L. Kalleberg, "Good Jobs, Bad Jobs: The Rise of Polarized and Precarious Employment Systems in the United States, 1970s-2000s," 2011, Russell Sage Foundation.

<sup>25</sup> The EPI's Family Budget Calculator estimates that \$32,077 is the minimum income that a single worker with no children needs in order to attain a modest yet adequate standard of living in the Fargo-Moorhead area: <https://www.epi.org/resources/budget/>.

<sup>26</sup> The EPI's Family Budget Calculator estimates that \$32,077 is the minimum income that a single worker with no children needs in order to attain a modest yet adequate standard of living in the Fargo-Moorhead area: <https://www.epi.org/resources/budget/>.

Accommodation and Food Services	19,329	\$8	\$336	\$17,472
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The retail, accommodation and food service industries are among the industries that rely most on part-time or temporary labor.<sup>27</sup> These fast-growing occupational groups also rely on precarious employment relationships. Part-time positions account for 74% of food preparation and serving positions, and 36% of sales positions.

We estimate that the average construction worker on the Diversion Project would earn approximately \$1,000 per week. This is three to four times the average weekly earnings of a worker in the food services and retail industries. It is likely that only a small share of the 43,000 workers employed in low-wage industries in the Fargo-Moorhead region would use the Diversion Project to pursue a better-paid construction employment. But if just a half of one percent made the move, the region could gain more than 200 new middle class jobs and expand its skilled construction workforce. Similarly, some of the region's roughly 2,845 unemployed workers could either pursue construction employment or step into a lower-wage service job, which has been vacated by a former service worker who has moved up the ladder into construction through a registered apprenticeship program.<sup>28</sup>

A worker employed in the construction industry will contribute three to four times as much in direct spending and economic impact over the course of their career as compared to those employed in the accommodation, food service and retail trade industries.

**Table 8 - Comparative Lifetime Earnings**

Industry	Accommodation and Food Services	Construction
Annual Earnings (1500 hours)	\$17,250	\$51,645
Tax Payment Per Year (MN Estimate)	\$1,845	\$10,075
Lifetime Earnings (25 years)	\$431,250	\$1,291,125
Lifetime Taxes (25)	\$46,125	\$251,875

<sup>27</sup> We rely on the MN DEED LMI Job Vacancy Survey for this data (<https://mn.gov/deed/data/data-tools/job-vacancy/>). This data is based on surveys of occupational groups. We match occupational groups with the industries. Similar data is not available for North Dakota. The employment trends in the regions of North Dakota and Minnesota understudy are very similar, however, so we expect similar employment patterns in North Dakota.

<sup>28</sup> Unemployment data based on August 2018 estimates for the Fargo-Moorhead Metropolitan Area. Data available through the State of North Dakota job service website: <https://www.ndworkforceintelligence.com/vosnet/lmi/profiles/profileDetails.aspx?session=areadetail&sectionID=20>.



years)		
Direct Spending	\$365,869	\$987,288
Induced Impacts (x1.70) <sup>29</sup>	\$621,977	\$1,480,931
<b>Difference in Economic Impact Over 25 Years</b>		\$858,954

## Section 5: The Port of Miami Tunnel Project Case Study

The Miami Tunnel project offers an excellent example of how a commitment to recruiting and training local workers through registered apprenticeship programs can maximize the socioeconomic benefits of a large P3 infrastructure project. The Miami Tunnel project is a 4,200 foot undersea tunnel traveling under Biscayne Bay connecting the MacArthur Causeway on Watson Island with the Port of Miami on Dodge Island. Similar to the Diversion project, the Port of Miami Tunnel was funded through a P3 funding model. The project was largely funded by Meridian Infrastructure. Meridian is a European-based infrastructure partnership that often invests in major U.S. infrastructure projects.

When the Miami Tunnel Project was first proposed, there was widespread concern that the local community would miss out on potential socioeconomic benefits of the project, including construction job opportunities. There were no guarantees that the General Contractor on the project, Bouygues, would use local workers.

A coalition of local stakeholders formed an organization called Build 305 to gather and channel public concerns towards a productive agreement with the project owner, the Florida Department of Transportation (FDOT). Build 305 worked with FDOT to develop a local workforce development program to maximize the socioeconomic benefits of the P3 project.

Build 305, FDOT and other regional stakeholders agreed “that in order for the project to succeed, it needs to have a notable impact that can be felt by the local community.”<sup>30</sup> As a result, they developed a “community engagement plan [that] went beyond just media and public relations into delivering real economic, social and commercial benefits.”<sup>31</sup> Stakeholders worked together to develop a plan that prioritized the use of a majority local workers. It was the responsibility of Bouygues to meet this goal.

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<sup>29</sup> I have excluded fringe benefit spending from this analysis because we do not have a good estimate of fringe benefit payments in accommodation and food service jobs. Many of these jobs offer few if any fringe benefit payments.

<sup>30</sup> Turner and Townsend, “Managing PPP Contractors After Financial Close: Appendix B - Port of Miami Tunnel,” Global Infrastructure Hub - A G20 Initiative, 2018, pg. 245-251. Available here: [https://content.gihub.org/live/media/1465/updated\\_full-document\\_art3\\_web.pdf](https://content.gihub.org/live/media/1465/updated_full-document_art3_web.pdf).

<sup>31</sup> Ibid.

Bougyues and its subcontractors worked with local registered apprenticeship programs with a long track record of recruiting, training and dispatching area workers to build regional infrastructure to meet the goals. As a consequence, 83% of construction workers building the project were local, and hundreds of area residents received the training and on-the-job work experience required to become career construction workers. These workers not only delivered the \$643 million tunnel project on-time and \$90 million under budget, but they continue to build critical infrastructure in the region today.<sup>32</sup>

The Miami Tunnel project is a prime example of how a commitment to recruiting and training local workers through registered apprenticeship programs can maximize the positive socioeconomic benefits of major infrastructure projects. The Diversion Authority should follow the example of Miami area policy makers in encouraging project contractors to work with regional registered apprenticeship programs.

## **Conclusion**

The Diversion Project is an enormous infrastructure undertaking. The project will require thousands of construction workers. There are currently not enough local construction workers to meet this demand. Fortunately, however, there are thousands of workers who are underemployed or unemployed currently working in low-wage retail trade, accommodation and food service jobs in the Fargo-Moorhead area. The Diversion Project could provide a catalyst for many of these workers to begin a family-supporting career in the construction industry.

Recruiting and training the next generation of skilled construction workers is not difficult, but it requires planning and investment on the part of industry. For some construction firms, it seems simpler to bring in traveling workers from other states or foreign guest workers. The reliance on non-local workers comes at a high cost to the Fargo-Moorhead region. The Diversion project provides an opportunity for policy makers to encourage construction firms to recruit and train locals to develop a skilled construction workforce. The Diversion Authority can achieve this goal by requiring all participating construction firms to participate in registered apprenticeship programs. This requirement will ensure that the Diversion Project is built by a majority local workforce. A majority local workforce will not only guarantee far greater local socioeconomic benefits, but it will develop the next generation of skilled construction workers.

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<sup>32</sup> Miami Herald Editorial, "Port tunnel is a model of success," full article can be found here: <https://www.miamiherald.com/opinion/editorials/article29907982.html>.

## **About Local Jobs North**

Local Jobs North Dakota & Minnesota seeks to promote good, family-supporting construction jobs for North Dakota and Minnesota workers through research and advocacy. Our goal is to educate the public and policy makers about the social and economic benefits of using local workers.

[www.localjobsnorth.org](http://www.localjobsnorth.org)

## **About the Author**

Lucas Franco is the Research Manager for LIUNA Minnesota & North Dakota, which represents more than 12,000 unionized construction laborers across Minnesota and North Dakota and is affiliated with the 500,000 member Laborers' International Union of North America. He holds a Ph.D. in Political Science from the University of Minnesota. He has published numerous articles and reports on employment trends in the construction industry.

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