Property Rights Acquisition and Mitigation Plan v.5

June 1, 2020



This version 5 of the Property Rights Acquisition and Mitigation Plan incorporates permit conditions from the Minnesota Department of Natural Resources and the North Dakota Office of State Engineer. In addition, this version 5 of the Property Rights Acquisition and Mitigation Plan is based on the hydraulic model that is anticipated to be approved by FEMA as part of the 2020 Conditional Letter of Map Revision.



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Preface

The Fargo-Moorhead Metropolitan Area Flood Risk Management Project, commonly known as the FM Area Diversion Project (Project) was authorized by Section 7002 of the Water Resources Reform and Development Act of 2014 (WRRDA). The purpose of the Project is to reduce flood risk, flood damages and flood protection costs related to flooding in the Fargo-Moorhead metropolitan area. The Project is led by the St. Paul District, Army Corps of Engineers (USACE), and the non-federal sponsors Fargo, North Dakota; Moorhead, Minnesota; and the Metro Flood Diversion Authority (collectively Sponsors).

The Project is located in the Fargo-Moorhead Metropolitan Area. The Project consists of a diversion channel system including, but not limited to: excavated channels; control structures; aqueducts; tie-back embankments; an upstream staging area; levees; and environmental mitigation projects located inside and outside the project area.

The Project originated as a recommendation from the Final Feasibility Report and Environmental Impact Statement (FEIS), Fargo-Moorhead Metropolitan Area Flood Risk Management, July 2011. As outlined within the FEIS, the Project would have various environmental effects and require various property rights. These impacts, property needs, and mitigation needs were updated through the 2013 Supplemental Environmental Assessment and the 2018 Supplemental Environmental Assessment.

The Metro Flood Diversion Authority (Diversion Authority) has prepared this Property Rights Acquisition and Mitigation Plan to document the property rights acquisition and mitigation policies that will be followed for the Project. This Property Rights Acquisition and Mitigation Plan has been drafted in coordination with the US Army Corps of Engineers (USACE), and in consultation with the North Dakota Office of State Engineer (NDOSE) and the Minnesota Department of Natural Resources (MDNR), along with input from the Diversion Authority's Land Management Committee and the Agricultural Policy Subcommittee, and the Cass County Joint Water Resources District. Throughout this Property Rights Acquisition and Mitigation Plan, the Project is commonly referred to as the 'FM Area Diversion Project', but it should be noted that USACE, other agencies, and certain documents identify the Project as the 'Fargo-Moorhead Metro Flood Risk Management Project'.

It should also be noted that the Project being referenced in this Property Rights Acquisition and Mitigation Plan is a refined and updated version of the Project that the Diversion Authority submitted to MDNR as part of a permit application. The refinements and updates include a mirco-sited alignment of the southern embankment and updated hydraulic modeling. The Project is considered "Plan B", and is intended to be consistent with the recommendations of the Governors' Task Force. In addition, the modeled hydraulic effects under existing and with-Project conditions are based on the hydraulic model under review by the Federal Emergency Management Agency (FEMA) through the 2020 Conditional Letter of Map Revision (CLOMR) process. Also, the hydrology and hydraulics utilized for development of the "Plan B" project and this Property Rights Acquisition and Mitigation Plan are based on the full Period of Record (POR). The development of the POR Hydrology is presented in a Technical Memorandum attached in Appendix 1.



This Property Rights Acquisition and Mitigation Plan is intended to be a living document that will be reviewed and amended periodically as additional information and operations prompt updates.

This Property Rights Acquisition and Mitigation Plan contains information about the acquisition of property rights needed for the Project and property mitigation programs. This document is a compilation of a series of plans for a variety of topics. Collectively, the individual topics contained within this document serve as the comprehensive Property Rights Acquisition and Mitigation Plan for the Project.



Project Overview and Summary of Property Rights

Project Overview

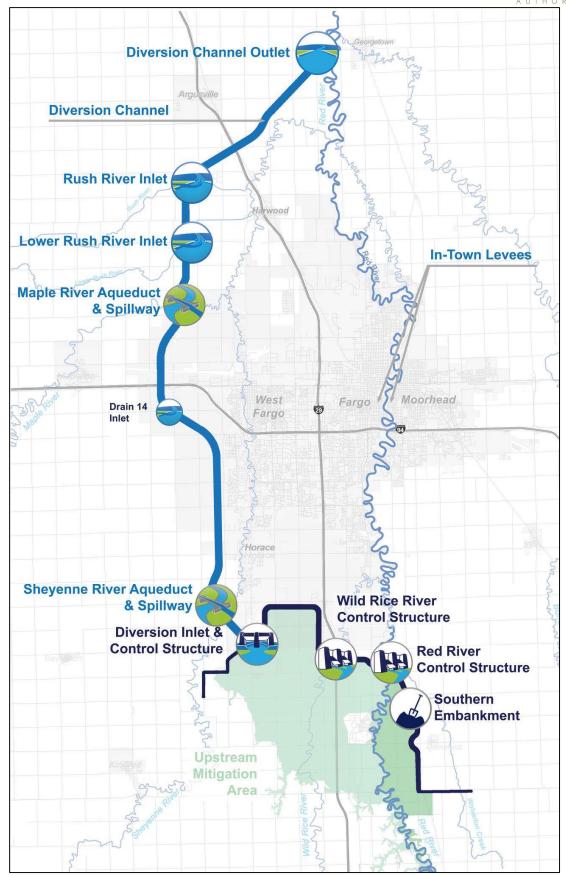
The Project includes several key features including a 30-mile diversion channel, levees and floodwalls along the waterways throughout Fargo and Moorhead, a 20-mile southern embankment with three gated control structures, and staging of floodwaters upstream of the southern embankment that form the upstream mitigation area.

Summary of Property Rights

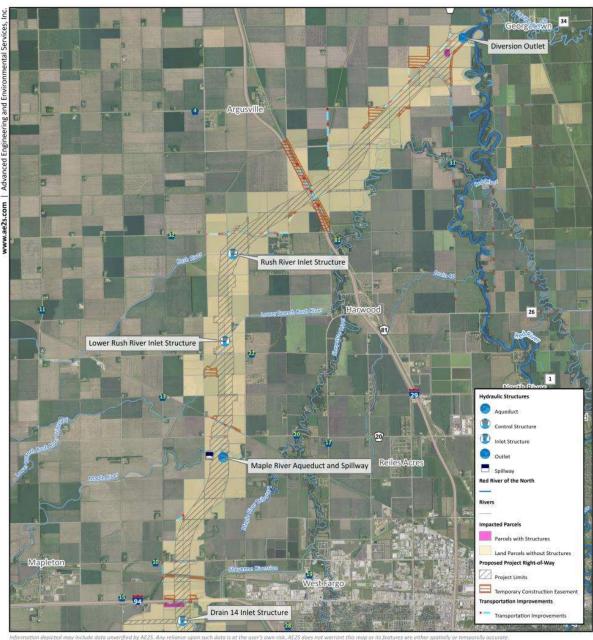
The Project requires the acquisition of a variety of property rights including land in fee title for construction of Project features, acquisition of structures in the upstream mitigation area, acquisition of flowage easements in the upstream mitigation area, and acquisition of access easements for environmental monitoring. The necessary property rights are summarized in the attached maps.

- Diversion Channel (North and South)
- Southern Embankment (ND and MN)
- Upstream Mitigation Area (ND and MN)
- In-Town Projects and 37-feet Road Raise Projects (ND and MN)
- Drayton Dam Replacement
- Environmental Monitoring Easements (ND North, South and MN North, South)

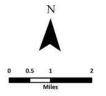








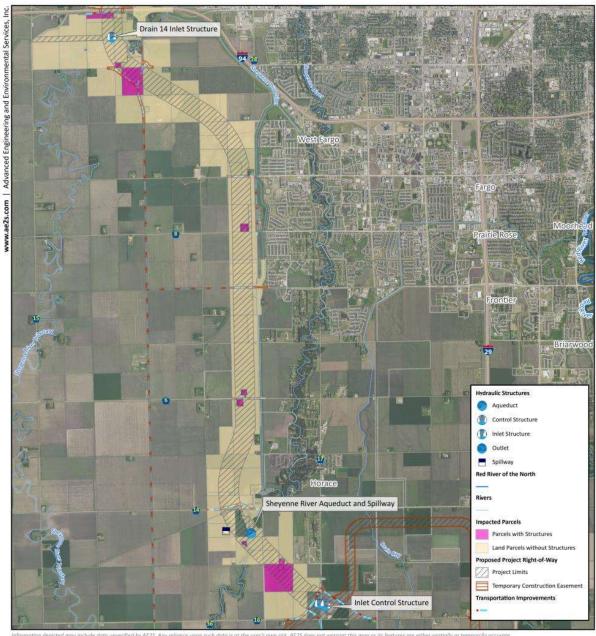
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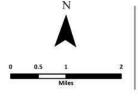
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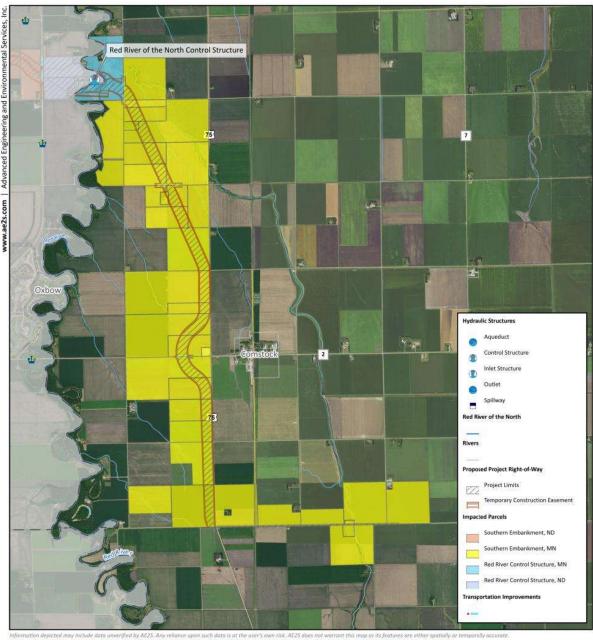
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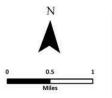
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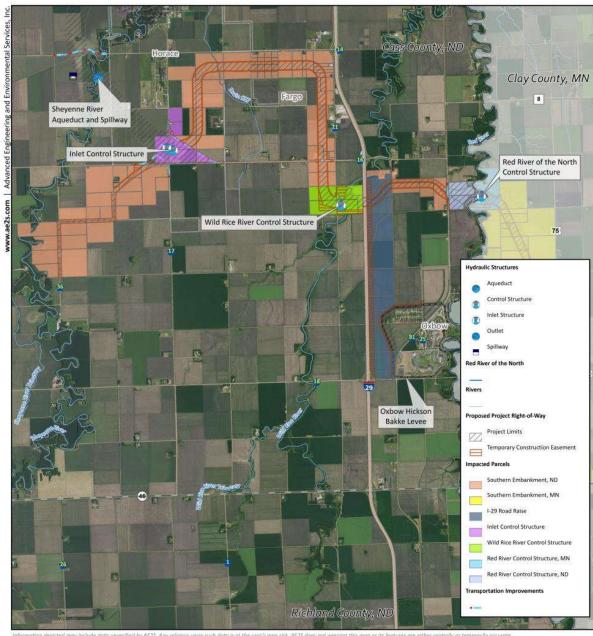
FM AREA DIVERSION PROJECT SOUTHERN EMBANKMENT MN IMPACTED PARCELS

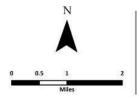
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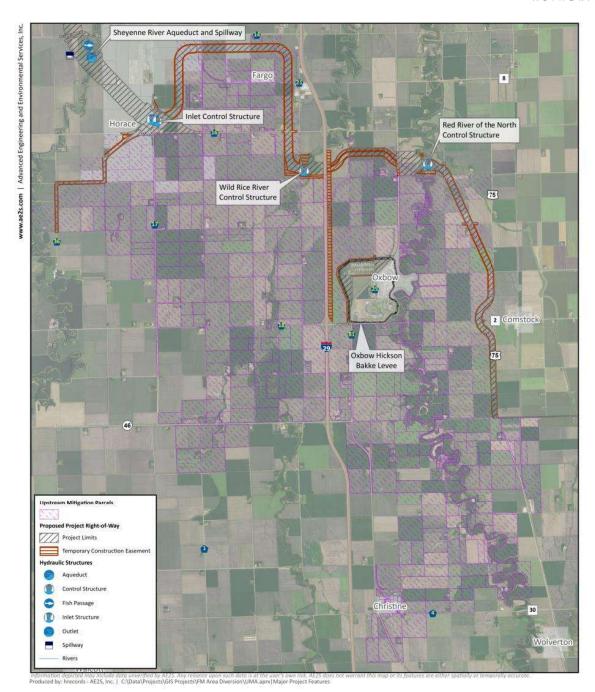


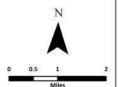


FM AREA DIVERSION PROJECT SOUTHERN EMBANKMENT (ND) IMPACTED PARCELS





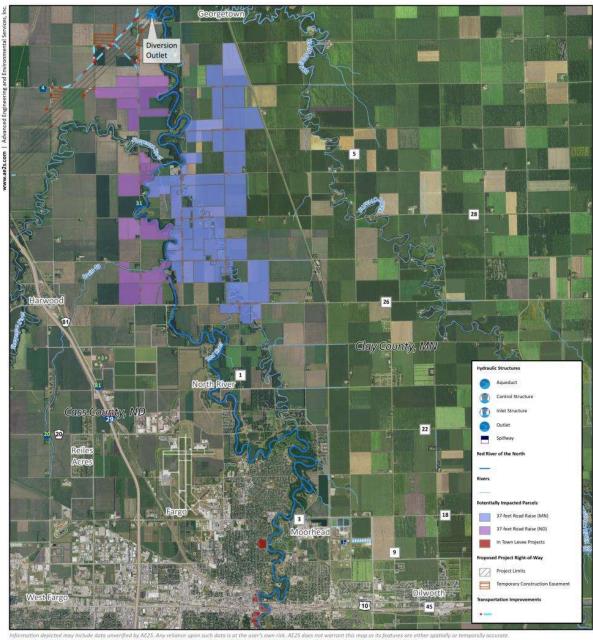


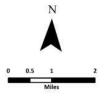


FM AREA FLOOD DIVERSION PROJECT UPSTREAM MITIGATION AREA









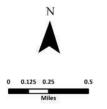
FM AREA DIVERSION PROJECT IN-TOWN LEVEE AND 37-FEET ROAD RAISE PROJECTS (ND & MN) IMPACTED PARCELS







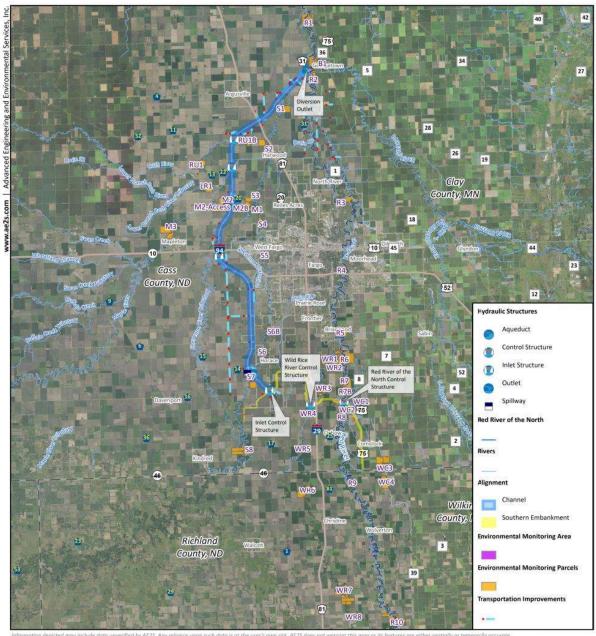
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FM AREA DIVERSION PROJECT DRAYTON DAM REPLACEMENT IMPACTED PARCELS







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FM AREA DIVERSION PROJECT ENVIRONMENTAL MONITORING EASEMENTS IMPACTED PARCELS





Property Acquisition Philosophies

Mission

To acquire the property necessary for the Project, in compliance with Minnesota and North Dakota law and Federal guidelines and in accordance with the philosophy of being friendly, fair, and flexible to those whose property is required for the Project.

Overarching Property Acquisition Philosophies

- Follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (PL 91-646) as the basis for establishing the minimum standards for property acquisitions. The objectives of the URA are to:
 - Provide uniform, fair, and equitable treatment of persons whose real property is acquired or are displaced in connection with the Project.
 - Ensure relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement.
 - Ensure no individual or family is displaced unless decent, safe, and sanitary housing is available within the displaced person's financial means.
- Work to be friendly, fair, and flexible with those whose property is being acquired and in the facilitation of the acquisition and relocation process.
- Use eminent domain as a last resort measure to acquire the necessary property.
- Acquisition costs will stay within the Project's budget.
- Property acquisition program will comply with Minnesota and North Dakota law, the URA, permit requirements, interagency agreements, and applicable project agreements and Memorandums of Understanding as each applies to the acquisition process for the Diversion Authority, the Cass County Joint Water Resource District (CCJWRD), and the Moorhead-Clay County Joint Powers Authority (MCCJPA).
- Program will acquire land impacted by the Project as opportunities arise with willing sellers.
- Program, upon request from seller, will offer a 'right of first offer' to purchase back the property in the event the Project does not need the property.
- Payment for relocation benefits are a reimbursement of costs incurred by the displaced person(s).
- Negotiations are a necessary component of property acquisitions. Negotiation teams do their
 best to secure the property for the most equitable price possible and use eminent domain as a
 last resort. Property owners have been able to counter offer their appraised values and are
 encouraged to support these counter offers with factual data to support their position, this
 could include:
 - Updated comparable sales.
 - Updated cost approach information.
 - Updated financial information (for businesses).
 - o Issues in the appraisal (i.e., square footage difference, missed features, incorrect data).



• Per the Project Partnership Agreement (PPA) executed on July 11, 2016, and amended on March 19, 2019, the federal government can also acquire land on behalf of the non-Federal sponsor.



Typical MN Property Acquisition Process (by MCCJPA)

The Diversion Authority and the MCCJPA are responsible for the acquisition of real property in Minnesota for the Project. The MCCJPA will utilize the following steps for acquiring properties in Minnesota:

1. Preliminary Design

a. The Design Team (USACE or HMG) identifies parcels that may be impacted by the Project and where access is needed for design surveys.

2. Right of Entry

- a. Program Management Consultant (PMC) identifies parcels which require Right of Entry (ROE) for surveying (geotechnical, boundary, cultural, or other).
- b. Legal team (OT) prepares ROE request for access to conduct surveys.
- c. Land Agents are assigned by PMC. The land agent assigned to each property initiates contact with property owners, manages ROE request and receipt forms, conducts initial follow-up calls, and notifies PMC when ROE is acquired.

3. Design Team (USACE or HMG)

a. Advises PMC of Right of Way (ROW) needs when the work limits are defined by the Project design.

4. PMC-Land Management Team

- a. PMC establishes a budget for the acquisition needs by Phase or Work Package.
- b. Presents Land Acquisition Directive (with budget) to Diversion Authority's Finance Committee for approval.
- c. Submits the executed Land Acquisition Directive to MCCJPA.
- d. PMC assigns acquisition to a land acquisition firm (Land Agent).
- e. Land Agent firm accepts assignment, prepares proposed fee for review by PMC.
- f. PMC initiates task order amendment for Land Agent, obtains MCCJPA approval, executes documents with Land Agent, and provides fully executed documents to parties.

5. Survey Parcel

a. PMC or HMG conducts boundary survey and supplies initial certificate of survey exhibits to Land Agent (and appraiser).

6. Notice of Intent to Acquire

- a. MCCJPA sends property owner certified letter of Notice of Intent to acquire. The letter identifies the Land Agent, appraiser, contact information, schedule, and other details.
- b. Land Agent contacts property owner by phone to describe acquisition process, offers to meet.

7. Parcel Appraisal

- a. Appraiser, using certificate of survey exhibit, conducts appraisal following federal/state standards. The property owner is allowed to accompany the appraiser during property inspection.
- b. Appraiser will be instructed to use the Minnesota definition of market value.
- c. Appraiser submits draft appraisal report for review (see Appraisal Review Plan in Appendix 1 for additional details).
- d. Upon appraisal review, Just Compensation value approved by MCCJPA (in accordance with Minnesota Statutes Chapter 117).

8. Parcel Purchase Negotiation

- a. Land Agent presents appraisal to property owner and makes initial offer of just compensation based on appraisal amount.
- b. Land agent informs property owner of the condemning authority's obligation to reimburse for the property owner's appraisal in accordance with Chapter 117.
- c. Land Agent identifies tenants, if any.



- d. Land Agent has 60 days (goal) to negotiate fair market value for acquisition and the Relocation Specialist aids owner in establishing relocation benefits, where applicable.
- e. Legal team develops Purchase Agreement based on Land Agent recommendation.
- f. Land Agent meets with property owner to present Purchase Agreement; execute Purchase Agreement.
- g. If outstanding terms, negotiate additional terms and seek MCCJPA approval regarding any additional negotiations.
- h. PMC or HMG prepares final acquisition exhibits (Certificate of Survey and legal description of the taking) and supplies to legal team for inclusion in the closing documents.
- i. Upon final approval of Purchase Agreement by property owner and MCCJPA, legal team prepares deed and additional documents required for closing.
- j. Exhaust all reasonable negotiation opportunities via personal meetings and phone contacts.

9. Parcel Close

a. The Title Company prepares partial mortgage releases, closing statements, 1099, and conducts the closing with owner.

10. Eminent Domain for Acquisition

- a. If negotiation opportunities are exhausted and a negotiated acquisition is unlikely within the given timeline, the Design Team, Land Agent, and PMC present negotiation details to MCCJPA.
- b. If negotiated acquisition of the necessary property appears unlikely within the given timeline, MCCJPA notifies the Clay County Commission or the Moorhead City Council about the necessary property and the acquisition efforts to date.
- c. If the Clay County Commission or the Moorhead City Council concludes that a negotiated acquisition is unlikely and judicial action will be necessary to acquire the property, the legal team, in coordination with Design Team, Land Agent, and PMC, presents Resolution of Necessity and Resolution of Offer to Purchase (Resolutions) for Clay County Commission or the Moorhead City Council consideration and approval.
- d. Upon approval of Resolutions by the Clay County Commission or the Moorhead City Council, Land Agent presents Resolutions, along with final written offer to property owner and notifies owner of one-week deadline for acceptance.
- e. If no acceptance, legal team starts an eminent domain action to acquire the necessary property.
- f. Notice of intent to take possession is served by certified mail.
- g. A hearing seeking title and possession will be held no less than 90 days following the notice of intent to take possession is served.
- h. Before possession and title is transferred, the amount of the appraisal will be deposited with the district court.
- i. 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.
- j. The Project will not be completed until the property rights necessary for the operation of the Project have been acquired. Final certificate filed and recorded in accordance with Minn. Stat. § 117.205.
- k. Following acquisition of the property through the judicial process, Diversion Authority, USACE, etc., may proceed with construction on parcel.



Acquisition Timeline in Minnesota

Eminent Domain Process

The Moorhead Clay County Joint Powers Authority (MCCJPA) has the responsibility for acquiring property rights in Minnesota for the FM Area Diversion Project. The Diversion Authority and MCCJPA have established property acquisition philosophies that include the goal of utilizing eminent domain only as a last resort. This means that a priority will be placed on negotiating a mutually agreeable compensation of property rights with the property owners. However, for situations where a fair, mutually agreeable compensation is not be possible, the MCCJPA will ask Clay County to follow the eminent domain process as specified by MN Statute Chapter 117

Timeline / Steps

Step		Timeline (min.)
PRE-OI	FFER STEPS (DESIGN, SURVEY, APPRAISAL)	
A.	The final work limits are defined by the design team to show what	Start o
	property rights are required for each project component	acquisitior
В.	Parcel maps are prepared based on the final work limits. (assume 5 days)	Day 5
C.	MCCJPA sends letter and parcel maps to property owner(s) of the	Day 10
	impacted OINs, introducing the Land Agent, providing Land Agent and	
	MCCJPA contact information and identifying the timeline for property	
	acquisition.	
D.	Parcel maps are prepared based on the final work limits. Appraisers begin	Day 70
	establishing a value of the taking based on the parcel maps. Surveyors	
	conduct a boundary survey and develop a certificate of survey that will be	
	used to finalize the appraisal. Appraisal completed (assume 60-days)	
E.	Appraisal reviewed and just compensation amount approved by MCCJPA	Day 80
	Board.	
IEGO1	TIATIONS	
1.	Land Agent provides property owner(s) with a copy of appraisal of	Day 90
	property rights and the offer of just compensation (assume 10 days).	
2.	Land Agent shall conduct good faith negotiations with the property	Day 150
	owner(s), and give property owner(s) 60 days to consider the appraisal	
	and offer.	
3.	If an agreement has not been reached, MCCJPA will file a resolution	Day 160
	asking Clay County Board of Commissioners or Moorhead City Council to	
	acquire the necessary property rights (assume 15 days for MCCJPA board	
	meeting).	
CONDE	MNATION FILING	
4.	Clay County Board of Commissioners or Moorhead City Council meets,	Day 175
	receives the resolution/request from MCCJPA, passes a resolution and	
	starts action to obtain the necessary property rights (assume 15 days for	
	Clay County Board of Commissioners or Moorhead City Council).	
5.	Send Last Written Offer. If a negotiated settlement hasn't been reached	Day 185
	within 60 days, Clay County Board of Commissioners or Moorhead City	



Step		Timeline (min.)
·	Council shall send the property owner(s) a Last Written Offer. The Last Written Offer will request approval by the property owner(s) within 10 days.	
6.	The Clay County Board of Commissioners or Moorhead City Council will commence an eminent domain action by filing and serving a Petition describing the desired land and identifying for what purpose it is to be taken. The Petition shall also identify all owners of the land as defined by statute.	Day 186
7.	The Clay County Board of Commissioners or Moorhead City Council will serve notice of intent to take possession of the property in no less than 90 days. Such service shall be made upon the owners by certified mail or by service in the manner of a summons. (assume 14 days for notice)	Day 200
8.	Upon entry of a court order transferring title and possession to the condemning authority, which shall take place no less than 90 days after giving notice of intent to take possession, the Clay County Board of Commissioners or Moorhead City Council take title and possession of the property when a deposit in the amount of the appraised value is made to property owner. (assume 100 days)	Day 300
9.	The decision of the Court transferring title and possession to the condemning authority may not be challenged by appeal more than 60 days after entry of the order	Day 360



Typical ND Property Acquisition Process

The Diversion Authority and CCJWRD are responsible for the acquisition of real property. The parties will utilize the following steps for acquiring properties in North Dakota:

1. Preliminary Design

a. The Design Team (USACE, HMG, or P3 Developer) identifies parcels that may be impacted by the Project and where access is needed for design surveys.

2. Right of Entry

- a. Program Management Consultant (PMC) identifies parcels which require Right of Entry (ROE) for surveying (geotechnical, boundary, cultural, or other).
- b. Legal team (OT) prepares ROE request for access to conduct surveys.
- c. Land Agents are assigned by PMC. The land agent assigned to each property initiates contact with property owners, manages ROE request and receipt forms, conducts initial follow-up calls, and notifies PMC when ROE is acquired.

3. Design Team (USACE, HMG, or P3 Developer)

a. Advises PMC of Right of Way (ROW) needs when the work limits are defined by Project design.

4. PMC-Land Management Team

- a. PMC establishes a budget for the acquisition needs by Phase or Work Package.
- b. Presents Land Acquisition Directive (with budget) to Diversion Authority's Finance Committee for approval.
- c. Submits the executed Land Acquisition Directive to CCJWRD.
- d. PMC assigns acquisition to a land acquisition firm (Land Agent).
- e. Land Agent accepts assignment, prepares proposed fee for review by PMC.
- f. PMC initiates task order amendment for Land Agent, obtains CCJWRD approval, executes documents with Land Agent, and provides fully executed documents to parties.
- g. Agent (and appraiser).

5. Survey Parcel

a. PMC or HMG conducts boundary survey and supplies initial certificate of survey exhibits to Land Agent.

6. Notice of Intent to Acquire

- a. CCJWRD sends property owner certified letter of Notice of Intent to acquire. The letter identifies the Land Agent, appraiser, contact information, schedule, and other details.
- b. Land Agent contacts property owner by phone to describe acquisition process, offers to meet.

7. Parcel Appraisal

- a. Appraiser, using certificate of survey exhibit, conducts appraisal following federal/state standards. The property owner is allowed to accompany the appraiser during property inspection.
- b. Appraiser will be instructed to use the North Dakota definition of market value.
- c. Appraiser submits draft appraisal report for review (see Appraisal Review Plan in Appendix 1 for additional details).
- d. Upon appraisal review, Just Compensation value approved by CCJWRD (in accordance with NDCC § 32-15-06.1 and § 61-16.1-09(2)(b)).

8. Parcel Purchase Negotiation

- a. Land Agent presents appraisal to property owner and makes initial offer of just compensation based on appraisal amount.
- b. Land Agent has 60 days (goal) to negotiate fair market value for acquisition and the Relocation Specialist aids owner in establishing relocation benefits, where applicable.
- c. Legal team develops Purchase Agreement based on Land Agent recommendation.



- d. Land Agent meets with property owner to present Purchase Agreement; execute Purchase Agreement.
- e. If outstanding terms, negotiate additional terms and seek CCJWRD approval regarding any additional negotiations.
- f. PMC or HMG prepares final acquisition exhibits (Certificate of Survey and legal description of taking) and supplies to legal team for inclusion in the closing documents.
- g. Upon final approval of Purchase Agreement by property owner and CCJWRD, legal team prepares deed and additional documents required for closing.
- h. Exhaust all reasonable negotiation opportunities via personal meetings and phone contacts.

9. Parcel Close

a. The Title Company prepares partial mortgage releases, closing statement, 1099, and conducts the closing with owner.

10. Eminent Domain for Acquisition

- a. If negotiation opportunities are exhausted and a negotiated acquisition is unlikely within the given timeline, the Design Team, Land Agent, and PMC present negotiation details to CCJWRD.
- b. If CCJWRD concludes that a negotiated acquisition is unlikely and judicial action will be necessary to acquire the property within the given timeline, the Legal team, in coordination with the Design Team, Land Agent, and PMC shall follow the process for water resource districts to exercise quick take eminent domain.
- c. See 'Acquisition Timeline in North Dakota' for a summary of the quick take eminent domain timeline and process.



Acquisition Timeline in North Dakota

Quick Take Eminent Domain Process

The Cass County Joint Water Resource District (CCJWRD) has the responsibility for acquiring property rights in North Dakota for the FM Area Diversion Project. The Diversion Authority and CCJWRD have established property acquisition philosophies that include the goal of utilizing eminent domain only as a last resort. This means that a priority will be placed on negotiating a mutually agreeable compensation of property rights with the property owners. However, for situations where a fair, mutually agreeable compensation is not be possible, the CCJWRD will follow the quick take eminent domain process as specified by NDCC 61-16.1-09(2)(b).

Timeline / Steps

Step		Timeline (min.)
PRE-OF	FER STEPS (DESIGN, SURVEY, APPRAISAL)	
A.	The final work limits are defined by the design team to show what	Start of
	property rights are required for each project component	acquisition
В.	Parcel maps are prepared based on the final work limits. (assume 5 days)	Day 5
C.	CCJWRD sends letter and parcel maps to property owner(s) of the	Day 10
	impacted OINs, introducing the Land Agent, providing Land Agent and	
	CCJWRD contact information and identifying the timeline for property	
	acquisition.	
D.	Parcel maps are prepared based on the final work limits. Appraisers begin	Day 70
	establishing a value of the taking based on the parcel maps. Surveyors	
	conduct a boundary survey and develop a certificate of survey that will be	
	used to complete the appraisal. (assume 60-days)	
E.	Appraisal reviewed and just compensation amount approved by CCJWRD	Day 80
	Board.	
INFORI	MAL NEGOTIATIONS	
1.	Land Agent provides property owner(s) with a copy of appraisal of	Day 90
	property rights and the offer of just compensation. (assume 10 days)	
2.	Informal negotiations between Land Agent and property owner(s).	Day 90-150
FORM <i>A</i>	AL NEGOTIATIONS	
(if no a	greement, no sooner than 60 days, proceed into formal negotiations)	
3.	CCJWRD provides property owner(s) with formal offer of just	Day 180
	compensation with a copy of appraisal of property rights. Formal Offer	(or upon receipt of
	shall be sent by Certified Mail with Return Receipt Requested.	formal offer)
	(assume 30 days for service)	
If no ag	reement following receipt of the formal offer letter, no sooner than 15	+ 15 days
days af	ter receipt of the formal offer, proceed to Step 4.	(Day 195)
4.	CCJWRD sends to property owner(s) an invitation to meet with CCJWRD at	Day 205
	an upcoming CCJWRD Board Meeting. Invitation shall be sent by Certified	
	Mail with Return Receipt Requested (assume 10 days for service).	
5.	CCJWRD Board meets with property owner(s) within 30 days of receipt of	Day 205-235
	CCJWRD invite letter.	



Step		Timeline (min.)
	greement within 30 days of property owner(s) receiving CCJWRD invite	within 30 days
-	proceed to Step 6.	
	CCJWRD sends to property owner(s) a Notice of Intent to Take Possession	Day 245
	of the right of way. Notice shall be sent by Certified Mail with Return	
	Receipt Requested. (assume 10 days for service)	
7.	Land Agent prepares an Affidavit for the CCJWRD, which may include	Prepare
	notes from the Land Agent's negotiation journal and dated negotiation	Affidavit during
	process steps they have completed, ensuring that no reference or threat	Days
	of quick take eminent domain was used during informal or formal	245-275
	negotiations.	
8.	CCJWRD reviews the Land Agent Affidavit. CCJWRD board chairman signs	Prepare
	an Affidavit indicating that no reference or threat of quick take eminent	Affidavit during
	domain was used during negotiations. CCJWRD will provide	Days
	documentation of the CCJWRD Affidavit to the Cass County Commission.	245-275
If no ag	greement regarding compensation within 30 days of property owner(s)'	within 30 days
1	of Notice of Intent to Take Possession, formal negotiations conclude and	,
	d to Step 9.	
9.	CCJWRD passes a motion to move forward with the request to Cass County	CCJWRD Board
	Commission to proceed with quick take eminent domain. Motion should	Meeting on or
	also conditionally approve the deposit of funds with the County Clerk,	before Day 276
	pending approval by the Cass County Commission to proceed with quick	,
	take eminent domain after the public meeting.	
10	. CCJWRD sends a letter/email to Cass County Commission to request the	Day 277
	Commission's approval to take possession of the right of way by utilizing	(following the next
	quick take eminent domain. Request from CCJWRD shall include a copy of	regular CCJWRD
	the CCJWRD Affidavit verifying that no reference or threat of quick take	Board Meeting)
	eminent domain was used during negotiations.	
COUNTY COMMISSION INVOLVEMENT – if no agreement prior to this, proceed to next step.		
11.	. Cass County Commission places the quick take eminent domain topic on	Day 294
	its agenda and sends property owner(s) a notice (invite) of an upcoming	
	Cass County Commission Meeting within no less than 30 days. Invite shall	
	be sent by Certified Mail with Return Receipt Requested	
	(assume 7 days for agenda development and 10 days for service).	
If no ag	greement prior to county commission public meeting, proceed to step 12.	Assume 45 days
12	. Cass County Commission holds public meeting and votes to approve use of	Day 339
	quick take eminent domain by CCJWRD to take possession of right of way.	(or the next regular
		County Commission
If Cour	ity Commission approves request to use quick take eminent domain, then	Meeting)
	d to Step 13.	
-	AL QUICK TAKE FILING	
	. Legal team files pleadings with the clerk of district court, including updated	Day 340
13.	CCJWRD board chair Affidavit that demonstrates the CCWJRD fulfilled the	Day 370
	negotiating steps, and deposits the amount of the written offer with the	
	clerk.	
	O.C. III	I



Offer Presentation and Negotiations Process

Introduction

The Project will require acquisition of various land rights to approximately 1,300 parcels. Acquisitions will be conducted in accordance with the 'Typical ND/MN Property Acquisition Process', and following a federal process that is defined in the Uniform Act (URA) (PL-91-646) and in the Code of Federal Regulations (49 CFR 24). The process will also be in compliance with Uniform Standards for Professional Appraisal Practice ("USPAP") and the Uniform Appraisal Standards for Federal Land Acquisitions ("The Yellow Book").

Offer Presentation & Negotiation Process

As noted in the Typical Property Acquisition Process, an initial offer will be presented to the property owner based on the appraised value, which will commence negotiations between the property owner and a Land Agent. It is essential that the Diversion Authority establish limits for the Land Agents to work within when negotiating with property owners. The Land Agents shall serve as the primary point of contact with property owners, and Diversion Authority representatives should make efforts to encourage property owners to work through the process and through the Land Agents. The limits are essential to enabling timely, efficient, and successful completion of the property acquisitions for the Project. As such, the following process will be used for presenting offers and negotiating with property owners.

1. Initial Contact

a. Initial Contact to the property owner will come from the acquiring entity (CCJWRD or MCCJPA). Initial Contact will introduce the Land Agent and direct all communication and negotiation to be conducted through the Land Agent.

2. Presentation of Appraisal

- a. Upon review and approval of the Appraisal, the Land Agent shall present the Appraisal to the Property Owner for review.
- b. Property Owner can review the appraisal report and point out any errors, omissions, or additional data for consideration in negotiation.

3. Presentation of Offer

- a. Land Agent shall present the acquisition offer based on the appraisal.
- b. Land Agent shall keep open lines of communication with Property Owner and shall commence negotiations.

4. Negotiations

a. Land Agents have a goal of completing negotiations for acquisitions within 60 days. As required and allowed by state law, agents may advise owners of URA requirements, timelines, and condemnation process requirements (included appraisal reimbursements).



- b. The PMC Land Management Team and Land Agents are directed to secure the most equitable deal for the buyer, which shall be no less than the approved amount of just compensation established by the appraisal.
- c. The PMC Land Management Team and Land Agents shall consider the following items when considering acquisitions and counteroffers:
 - i. Appraisal analysis, considerations, and assumptions
 - ii. Valuation information not presented to appraiser
 - iii. Expedient closing potential
 - iv. Cost avoidance
 - v. Precedence
 - vi. Timeframe/schedule
 - vii. Good faith negotiations
- d. The PMC Land Management Team and Land Agents shall be authorized to reject counteroffers that are excessive, without factual basis, or otherwise outside the parameters presented above.
- e. Land Agents shall present their "best possible or most equitable" acquisition/counteroffers to the PMC Land Management Team for consideration. The PMC Land Management Team shall consider the acquisition/counteroffer and assist Land Agent in making a recommendation to CCJWRD or MCCJPA.
- f. In the event that acquisitions/counteroffers are extremely unique, the PMC Land Management Team shall coordinate a discussion on the acquisition with the acquiring entity chair, the Diversion Authority Executive Director, and designated leadership from the Diversion Authority.
- g. The goal is to present acquisition offers and counteroffers to the acquiring entity board one time.
- h. If negotiations fail to reach resolution within the timeframes noted above, the acquiring entity board shall consider eminent domain action.
- Land Agents shall respond to all counteroffers presented by Property Owners within 14 days.



Acquisition Program for Voluntary Sale of Property

Introduction

The Diversion Authority aims to acquire the necessary property rights following a timeline based on planned design and construction schedules. That being said, and with an executed Project Partnership Agreement with the Federal Government, the Diversion Authority will entertain requests for early acquisition of property rights from property owners wishing to sell. The intention of this program is to allow property owners to sell their property early, without delay or constraints set forth in the property acquisition schedule, if they desire.

Acquisition Process for Voluntary Sale of Property

The following process will be used for voluntary early acquisition of impacted properties to be acquired or mitigated due to the Project.

- The Diversion Authority will periodically notify all impacted property owners and make them
 aware of the need to acquire property rights pertaining to their property. The notification will
 reference an opportunity for early acquisition if desired by the property owner, which would
 direct them to contact the acquiring entity (CCJWRD or MCCJPA), or the Program Management
 Consultant (PMC).
- If an impacted property owner elects to sell their property via public sale or auction, the PMC will notify and make a recommendation to the acquiring entity (CCJWRD or MCCJPA) and the Executive Director regarding the needed property rights and acquisition opportunity.
- The PMC will confirm that the interested property is impacted by the Project and assess the budget availability.
- If the property is impacted, and if there is budget available, the PMC will recommend proceeding with acquisition of the property.
- A recommendation to purchase property from willing sellers will consider a variety of factors, such as:
 - What property rights are needed for the Project (fee title, easement, etc.)
 - Location of the property If the property is needed for construction or operations
 - The timing of needed property rights
 - o Type of property (structures, farmland, building sites, etc.)
 - Availability of funding



Organic Farmland Acquisition Plan

Introduction

For typical farmland in the upstream mitigation area, the Project will need to obtain a flowage easement on the property. But for organic farmland in the upstream mitigation area, there is a chance that flooding could result in loss of organic certification, which requires three to five years to establish. As such, the Diversion Authority has developed a mitigation solution that allows for early mitigation of future impacts that may be caused by the Project.

Organic Farmland Acquisition Plan

The Diversion Authority will offer early acquisition of organic farmlands in the upstream mitigation area so that the organic farmers have the opportunity to establish organic certification on new lands outside of the upstream mitigation area well in advance of Project operations. Upon acquisition of existing organic farmland, the Diversion Authority will enter into a rental agreement with the current organic farm operator to rent the existing organic farmland during the timeframe in which the organic certification is being established on new lands, which is typically three to five years.

According to analysis completed by MDNR as part of the Minnesota Environmental Impact Statement, it is understood that there are four organic farming operations within the vicinity of the upstream mitigation area of the Project. According to the MDNR EIS, the farmer-reported total organic acreage is approximately 3,625 acres. Based on the configuration of the new Project and new alignment of the Southern Embankment, it is estimated that approximately 300 acres of organic farmland are located within the upstream mitigation area. A map showing the project configuration and the organic farmland sites is attached.

If desired by the organic farmland property owner, the Diversion Authority will initiate the process to acquire the organic farmland by ordering an appraisal of the property. The appraisal would be prepared following state and federal rules for valuing property rights, and the appraisal would establish the value for acquiring the property in fee title. Representatives from the Diversion Authority will present the appraisal and initial purchase offer to the property owner for consideration and to begin negotiations. The purchase agreement will be structured to allow a 1031/1033 type tax exchange transaction.

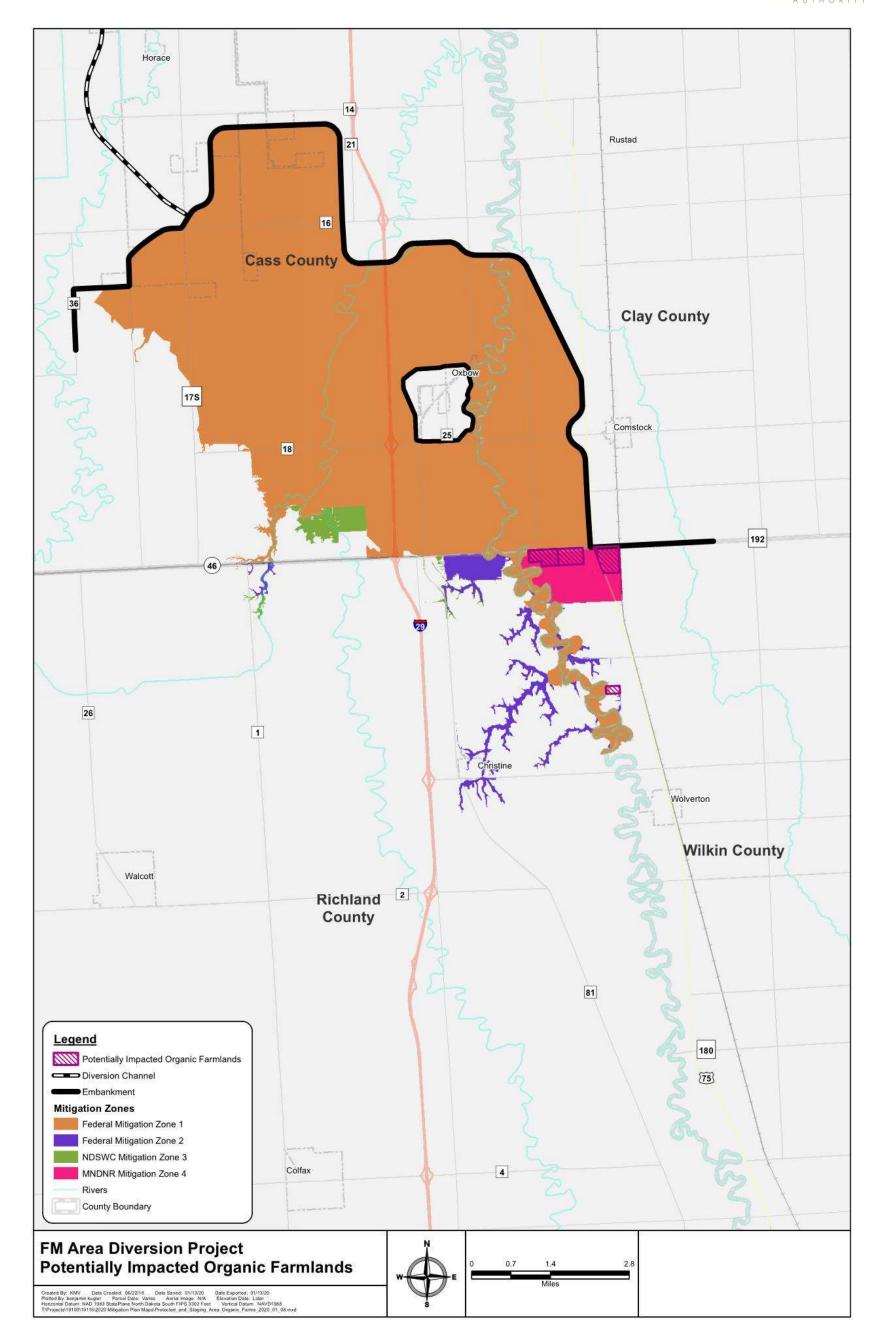
The Diversion Authority will attach a flowage easement to the property upon acquisition.

The Diversion Authority will engage its farmland management firm to develop a farmland rental agreement with the organic producer.

Ultimately, after allowing sufficient time for the organic producer to establish new organic certified farmland, the Diversion Authority will conduct a public sale of the property.

If the organic farmland owner declines to participate in this program, the typical farmland mitigation approach will be used.







Disposal of Excess Property

Introduction

From time to time, there may be a variety of reasons for the Diversion Authority, or an Acquiring Agency, to acquire more property than the minimum amount of property needed to construct the Project. For example, the property owner may request that the Diversion Authority acquire a full parcel rather than just the portion of the parcel that is needed for the Project. Under the philosophy of being flexible and working with property owners, the Diversion Authority should consider acquiring these properties, but the Diversion Authority also needs a method to dispose of any property that is not needed for the construction and operation of the Project. The disposal method must be fair, straightforward, and easy to exercise.

Disposal Process

In the event that the Diversion Authority acquires more property than is necessary to construct and operate the Project, it will follow the following process for disposal of the excess property.

- The Program Management Consultant (PMC) will identify the potential excess property and confirm that the property will not be required for construction, operation, or ownership of the Project.
- The PMC will coordinate with the Diversion Authority and the Acquiring Agency to confirm that the excess property is not needed or desired for other public purposes.
- Once confirmed by the Diversion Authority that the property is truly excess and unnecessary, the owner of the property (CCJWRD or MCCJPA) shall notify its farmland management firm to commence a public sale of the property.
- The farmland management firm will arrange a public sale of excess properties.
- Public sales will be advertised so that any interested party has sufficient opportunity to purchase the excess property.
- Any proceeds from sale of excess property will be deposited in the Diversion Authority accounts.



Mitigation of Properties in the Upstream Mitigation Area

Introduction

The FM Area Diversion Project includes a diversion channel, levees through town, and temporary retention of flood waters immediately upstream of the southern embankment. The temporary retention of flood waters has the potential to impact properties, and the Diversion Authority will be responsible for mitigating those potential impacts. Properties within the upstream mitigation area will require various forms of mitigation, including but not limited to acquisition and removal of structures, elevating, dry flood proofing of structures, and acquisition of flowage easements. The plan for mitigating impacts in the upstream mitigation area has been developed based on requirements established jointly by USACE and FEMA, as well as the North Dakota Office of State Engineer (NDOSE) and the Minnesota Department of Natural Resources (MDNR).

Definitions

- <u>100-year flood</u>: The 100-year flood event (one percent annual chance exceedance event) is used to establish the regulatory floodplain boundary for the Project. The floodplain will be updated when the Project is completed within an area that is also referred to as the Revision Reach.
- Revision Reach: The Revision Reach has been defined through the FEMA/USACE (Federal Emergency Management Agency / US Army Corps of Engineers) Coordination Plan using a 0.5foot tie-in between existing and with-Project 100-year flood event profiles. The Coordination Plan also outlines floodplain management requirements for the Project and the Conditional Letter of Map Revision (CLOMR) process that will be followed for floodplain map revisions and FEMA-related Project mitigation.
- Base Flood Elevation (BFE): Water Surface Elevation resulting from the 100-year flood event.
- **PMF**: The probable maximum flood (PMF) event is used for dam-safety purposes (this event is 204,000 cubic feet per second (cfs), or nearly seven times larger than the 2009 flood of record).
- Impact:
 - The North Dakota Office of State Engineer (OSE) has defined an impact as modeled hydraulic effects of 0.5-feet or more up to the 100-year flood event (one percent annual chance exceedance event).
 - The Diversion Authority has interpreted the permit conditions from the Minnesota Department of Natural Resources (MDNR) Dam Safety and Public Waters Work Permit 2018-0819 to mean that an impact in Minnesota is defined as 0.1-feet or more up to the maximum capacity of the dam, or the PMF flood event.
- Hydraulic Effects: The hydraulic effects from the Project, including the definition of impacts for
 the purposes of this Property Rights Acquisition and Mitigation Plan will be based on the
 hydraulic model that is approved by FEMA for definition of the CLOMR. The CLOMR approved
 hydraulic model will be used to determine the flood water depth under Existing and withProject conditions.
 - NOTE: The final hydraulic effects from the Project will be based on the LOMR (Letter of Map Revision) as defined by FEMA upon Project completion and accreditation.



Mitigation Zones

- USACE defined two mitigation zones, as defined in the Final Supplemental Environmental Assessment #2, dated February 2019.
- o In summary, the federal mitigation zone requires the following:

Federal Mitigation Zone 1

- Defines the operating pool or floodwater storage volume required to ensure the planned operation of the Project, which includes minimizing downstream impacts.
- Development will not be allowed within Zone 1.
- Placement of fill will not be allowed within Zone 1.
- Flowage Easements will be required in order to establish a property right.

Federal Mitigation Zone 2

- Limited placement of fill will be allowed in Zone 2, within the terms and conditions of the flowage easement and in accordance with state and federal floodplain regulations.
- Development will be allowed, but structures must be constructed at least one-foot higher than the elevation of the with-Project 500-year flood event water surface elevation, whichever is higher.
- Flowage easements will be required in order to establish a property right.
- ND OSE Mitigation Zone 3: This is an area in North Dakota beyond Federal Mitigation Zone 1 and Zone 2 where the Project causes a hydraulic effect of 0.5-feet or more at the 100-year flood event.
- MDNR Mitigation Zone 4: This is an area in Minnesota beyond Federal Mitigation Zone 1 and Zone 2 where the Project causes a hydraulic effect of 0.1-feet or more at the PMF flood event.
- NOTE: Aerial photography of the upstream mitigation area will be taken before, during, and after flood events, and high-water marks will be surveyed to check and improve the hydraulic model.

USACE / FEMA Coordination Plan

USACE and FEMA originally developed a Coordination Plan in April 2015, and recently updated the Coordination Plan in June 2018 (see Appendix 5) that outlines floodplain management requirements for the Project, including Conditional Letter of Map Revision (CLOMR) requirements for floodplain map revisions and Project mitigation.

The Coordination Plan defines the revision reach for the CLOMR as follows:

"The extent of the revision is defined by an effective tie-in at the upstream and downstream limits for each flooding source. An effective tie-in is obtained when the revised base flood elevations from the post-project conditions model are within 0.5 feet of the pre-project conditions model at both the upstream and downstream limits."



The Coordination Plan defines Staging Area (i.e., Upstream Mitigation Area) Regulatory Mapping as follows:

"The aerial extent of flood inundation required by the Project for operation in the Staging Area will be mapped as floodway in order to ensure that the required storage volume is available for the project during the one percent annual chance flood event. Any additional flood inundation area beyond the extents of what is required by the project during the one percent annual chance flood event will be mapped as floodplain in order to portray the elevated flood risk outside of the required staging area."

The Coordination Plan defines Mitigation of Project Impacts as follows:

"The extent of mitigation of impacts caused by the Project is also defined by the revision reach.".... "The impacts caused by the Project on all insurable structures within the revision reach will be mitigated through agreed methods consistent with those specified by the National Flood Insurance Program (NFIP). For residential structures, these include elevation, relocation, buy-outs, and ring levees. For non-residential structures these include dry flood proofing, elevation, relocation, buy-outs, and ring levees."

Additionally, as part of the permitting process for the Project, the ND OSE and MDNR have indicated the following requirements:

- ND OSE Permit to Construct or Modify:
 - Condition 17. "A mitigation plan must be submitted by the Permittee to the State Engineer. The mitigation plan will require the Permittee to propose mitigation for all property and infrastructure hydraulically affected upstream and adjacent to the project. The mitigation plan will be subject to State Engineer review and approval based upon reasonableness of the plan for the purposes of this permit approval. Future phases of this permit will be subject to an approved mitigation plan, which may be updated with each permit approval phase as deemed necessary by the State Engineer."
- MDNR Dam Safety and Public Waters Work Permit
 - Condition 22. Property Rights: "Property rights shall be acquired for all property necessary for construction of the Project prior to the commencement of construction. Property rights shall include fee simple absolute acquisition of all property of the Project footprint. Temporary construction easements shall be acquired on all property that will be used for construction of the Project. In Minnesota, in accordance with the 5th Amendment Takings Requirement of the US Constitution and in accordance with the Minnesota Constitution Article XIII Section 4, prior to dam operation, property rights shall be acquired for all land and structures that will be impacted by the Project when the Project is operated at maximum capacity. All lands with structures that will be impacted will be acquired in fee simple absolute, unless the structure will be relocated, elevated or floodproofed. For all other property impacted when the dam is operated at maximum capacity that is not acquired in fee simple absolute, flowage easements are



required. In Minnesota, these acquisitions must comport with the requirements of Minnesota Statutes Chapter 117."

Mitigation Approach for Existing Structures Upstream of the Southern Embankment

- 1. Structure Mitigation within the Federal Mitigation Zone 1 (Operating Pool)
 - a. All insurable structures within the Federal Mitigation Zone 1 must be acquired and removed. However, it may be possible to map a structure site into Federal Mitigation Zone 2, ND OSE Mitigation Zone 3, or MDNR Mitigation Zone 4 instead of in the Federal Mitigation Zone 1, if the following conditions are met:
 - i. The property owner does not want to be bought out.
 - ii. Allowing the structure site to remain is less expensive than buyout and removal.
 - iii. The property owner accepts risks of access to the structure site (roads in the Federal Mitigation Zone 1 may not be able to be raised due to hydraulic requirements).
 - iv. The property owner accepts the conditions required for structures in Zones 2, 3, and 4 (see below).
 - v. Removal of the structure site from the Federal Mitigation Zone 1 (Operating Pool) does not adversely impact Project Operations.
 - b. The Diversion Authority (or the Acquiring Agency) will fund the typical property acquisition process, described elsewhere in this plan, to acquire existing structures located within Federal Mitigation Zone 1.
- 2. Structure Mitigation within Zones 2 and 3:
 - a. If the structure is impacted by the Project, an offer to acquire and remove the structure will be made. The acquisition will be done following the typical property acquisition process, which is described elsewhere in this plan.
 - b. Alternative mitigation options for structures impacted by the Project may be available if the property owner does not want a buyout, and if the alternative mitigation is less expensive than a buyout.
 - c. Alternative mitigation of structures impacted by the Project must adhere to the following mitigation requirements:
 - Structures must be removed from the with-Project 100-year (one percent annual chance exceedance) floodplain in accordance with local, state, and FEMA guidance and standards.
 - If the existing structure is currently elevated above the with-Project 100-year (one percent) annual chance exceedance water surface elevation plus one-foot, the mitigation options include:
 - a. Constructing a non-accredited ring levee to the with-project
 500-year (0.2 percent) annual chance exceedance water surface elevation,



- Raising or elevating the structure to the with-project 500-year (0.2 percent) annual chance exceedance water surface elevation,
- c. Dry floodproofing or wet floodproofing non-residential structures, or
- d. Providing compensation for the property owner to accept the risk of flooding between the 100-year (one percent) and 500year (0.2 percent) annual chance exceedance water surface elevations.
- 2. If the existing structure is below the with-Project 100-year (one percent) annual chance exceedance water surface elevation plus one-foot, the mitigation options for impacted structures include:
 - a. Raising or elevating the structure above the 500-year (0.2 percent) annual chance exceedance water surface elevation,
 - b. Dry floodproofing or wet floodproofing non-residential structures.
- 3. Individual, accredited ring levees are not acceptable for removing the structure from the with-Project 100-year (one percent) annual chance exceedance floodplain since FEMA requires that a government entity owns and maintains an accredited ring levee.
- ii. The Diversion Authority will fund the mitigation of impacted structures located in Zones 2 and 3.
- iii. The Diversion Authority will not compensate for any changes in flood insurance costs as a result of future policy changes by FEMA.
- iv. Owner accepts the risks of flooding the structure site.
- v. Owner accepts risks of access to the structure site.
- vi. Structure site will require safe access to a level of BFE minus 1-foot (roads in the Federal Mitigation Zone 1 may not be able to be raised due to hydraulic requirements).
- d. If the structure is not impacted by the Project, no mitigation will be provided even if surrounding lands are impacted. Surrounding lands are considered areas beyond 50-foot from the structure.
- 3. Structure Mitigation within Zone 4:
 - a. Mitigation within Zone 4 will be done in accordance with the MDNR Dam Safety and Public Waters Work Permit 2018-0819.
- 4. In addition, the USACE is required to perform a takings analysis on any properties with impacts resulting from the 100-year flood event, even if those impacts extend beyond the boundaries defined above. If the USACE takings analysis determines that mitigation is required, the Diversion Authority will be responsible for performing the mitigation in accordance with this Property Rights Acquisition and Mitigation Plan.
- 5. Existing structures are classified and listed in the tables in Appendix 6.



Mitigation Approach for Land and New Structures Upstream of the Southern Embankment

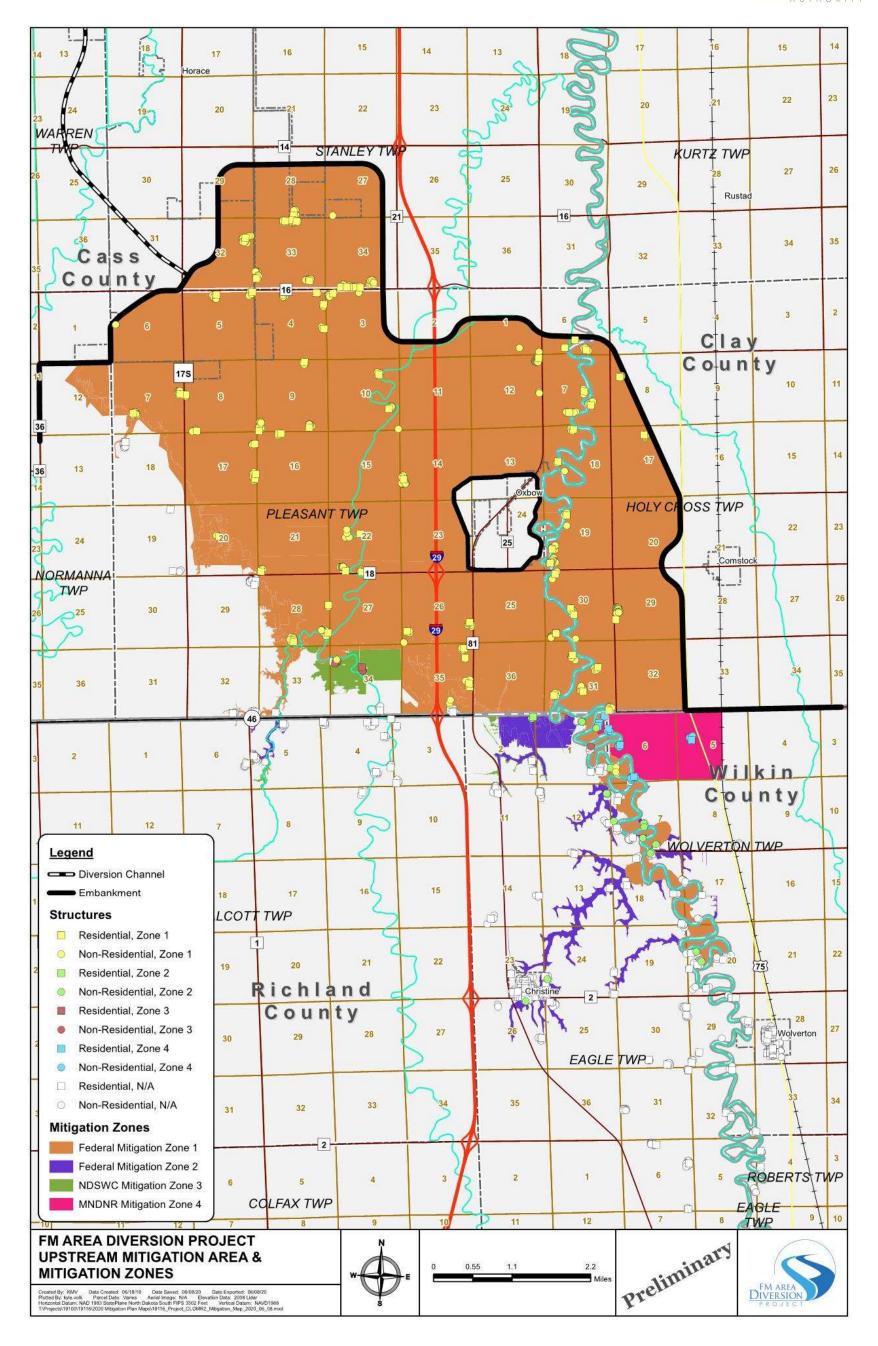
- The Diversion Authority (or the Acquiring Agency) will purchase a flowage easement on impacted lands in the upstream mitigation area. The flowage easement will include development restrictions as follows.
- 2. Restrictions and mitigation within the Federal Mitigation Zone 1:
 - a. No new structures will be allowed in the Federal Mitigation Zone 1.
 - b. Placement of fill will not be allowed.
 - c. As mitigation for future development and fill restrictions, the Diversion Authority will purchase a flowage easement that includes compensation for the prohibition on development and fill rights.
- 3. Restrictions and mitigation within Zones 2 and 3:
 - a. New structures shall be flood protected to the with-Project BFE plus one-foot flood elevation, or above the 500-year (0.2 percent) annual chance event water surface elevation, whichever is higher.
 - b. Protection can be provided by constructing all new structures above the with-Project BFE plus one-foot elevation, or above the 500-year elevation, or whichever is higher.
 - c. As mitigation for future development restrictions, the Diversion Authority will purchase a flowage easement that includes compensation for the restriction on development rights.
 - d. The Diversion Authority will not compensate for any changes in flood insurance costs as a result of either the Project or future policy changes by FEMA.
 - e. Owner accepts risks of access to any development site.
- 4. Restrictions and mitigation within Zone 4:
 - a. New structures shall be flood protected to the with-Project PMF flood elevation.
 - b. Protection can be provided by either elevating structures above the with-Project PMF flood elevation or constructing a ring levee and constructing all new structures above the with-Project BFE plus one-foot elevation or higher.
 - c. As mitigation for future development restrictions, the Diversion Authority will purchase a flowage easement that includes compensation for the restriction on development rights.
 - d. The Diversion Authority will not compensate for any changes in flood insurance costs as a result of either the Project or future policy changes by FEMA.
 - e. Owner accepts risks of access to any development site.

The Dispute Resolution Board, defined elsewhere in the Property Rights Acquisition and Mitigation Plan, provides a fair and independent process and mechanism for property owners who believe they were impacted by the Project to submit a claim of damages.

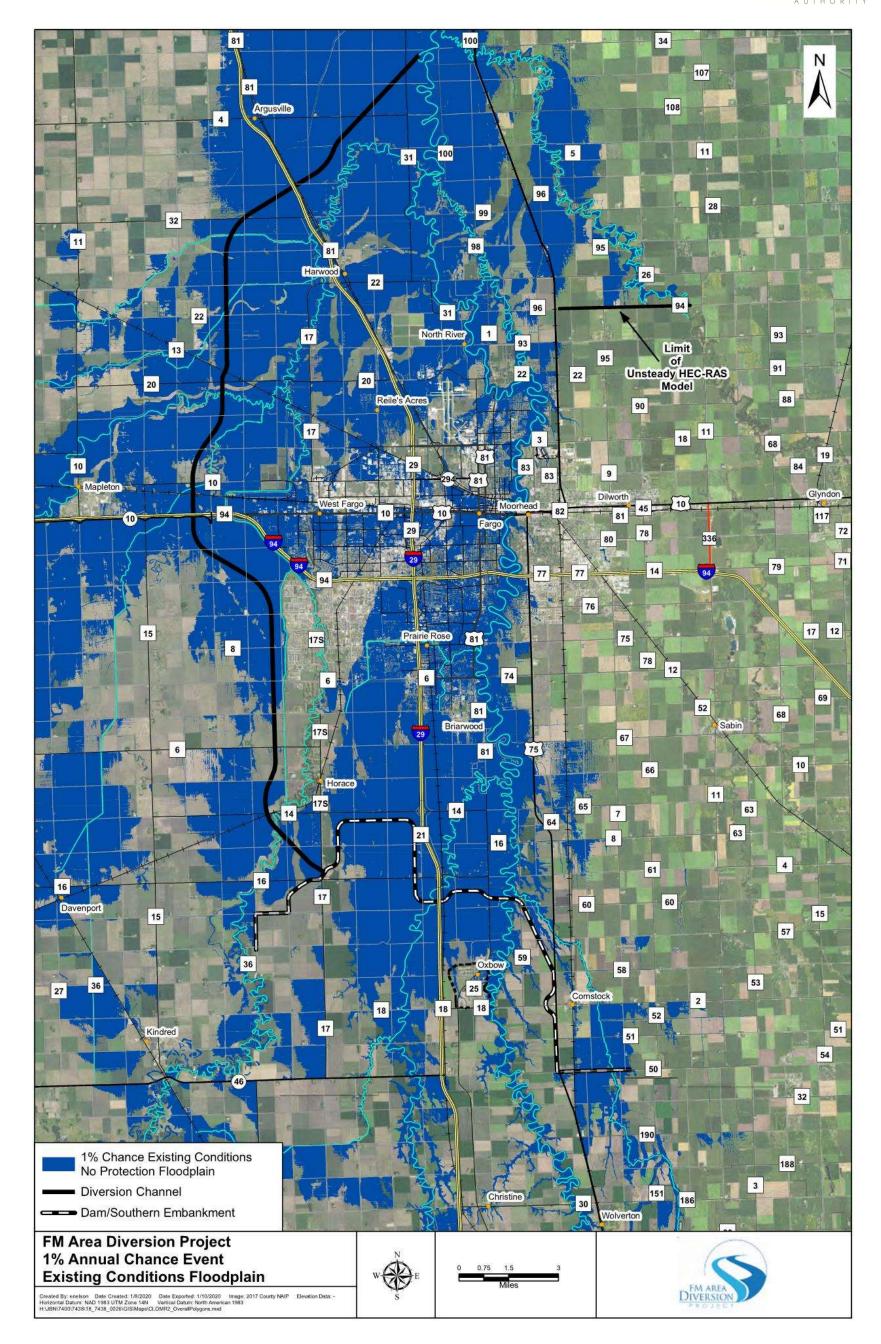
Attachments

- Upstream Mitigation Area Map of Mitigation Zones
- Existing and With-Project One Percent Annual Chance (100-year) Floodplain Maps (2 pages)

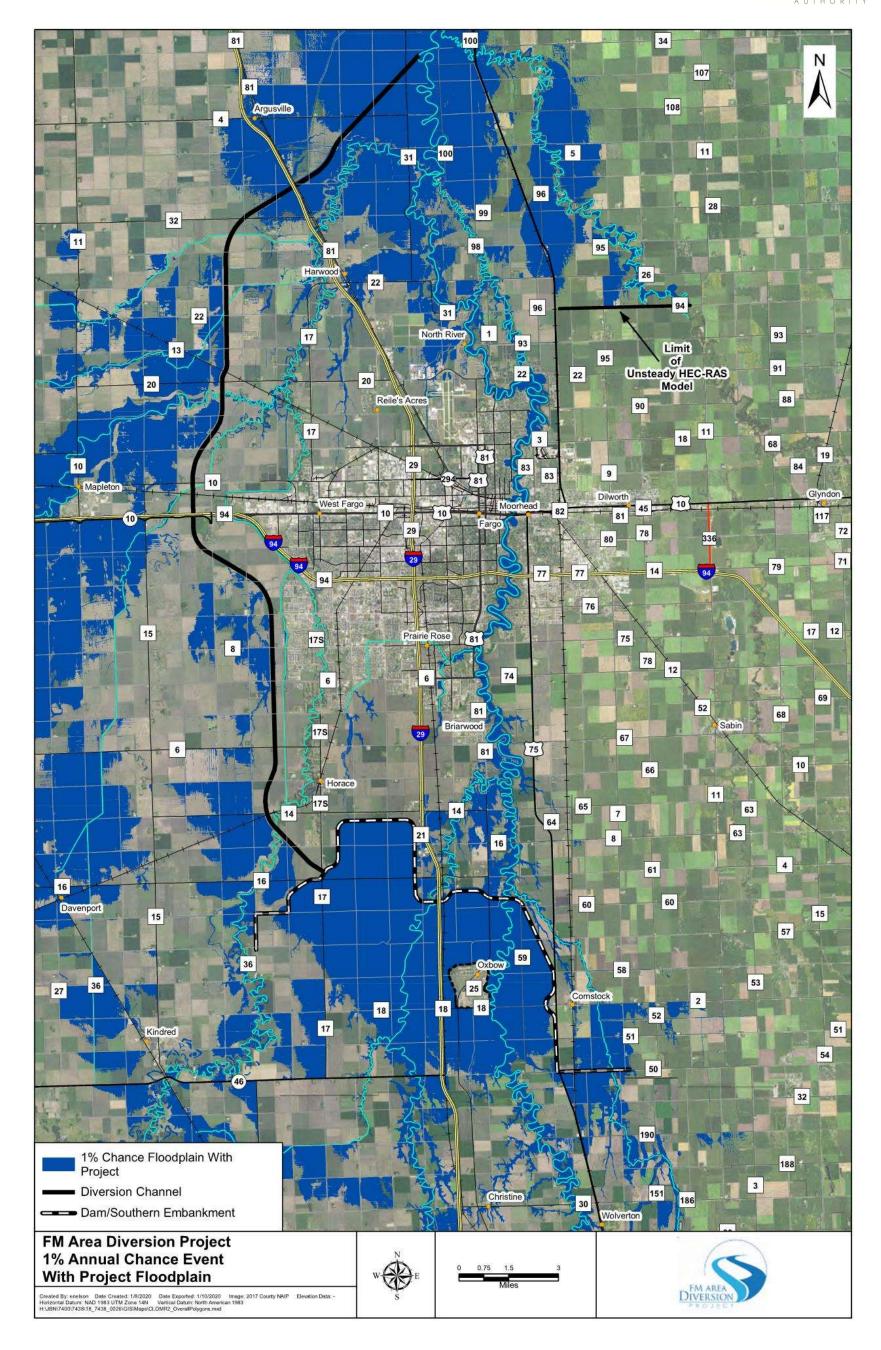














Flowage Easement Plan

Why is a Flowage Easement needed?

- The FM Area Diversion Project (Project) includes temporary retention of floodwaters upstream of the Project. The upstream retention is a necessary component of the Project, and it will periodically and temporarily store flood waters.
- The Diversion Authority must obtain flowage easements to provide the legal right to inundate properties impacted by the upstream mitigation area.
- There are various federal and state agencies that dictate the areas upon which flowage easements
 will be necessary. For example, the North Dakota Office of State Engineer has indicated that the
 Diversion Authority will need to mitigate (presumably through the acquisition of a flowage
 easement) for modeled hydraulic effects of 0.5 feet or more up to the one percent annual chance
 exceedance event. This area is approximately 26,600 acres.
- Portions of the upstream mitigation area will be defined as a floodway and other portions defined as floodplain. In addition, USACE has designated portions of the upstream mitigation area as Federal Mitigation Zone 1, where no development will be allowed. Development within Mitigation Zones 2, 3, and 4 may be allowed in accordance with local floodplain development ordinances, rules, regulations, and the terms and conditions of the flowage easement.

What is a Flowage Easement?

- The easement provides the legal right to temporarily inundate property as part of the operation of the Project.
- USACE policy defines the compensation for a flowage easement as a one-time payment made at the time that the easement is acquired.
- The flowage easement will compensate for all impacts caused by the Project, such as potential loss
 of development rights, agricultural production impacts, and periodic and temporary flooding
 impacts (debris).
- Flowage easements will allow for farming to continue on properties, however development will be limited.

How will the value of the Flowage Easement be determined?

- Factors that will be considered include the depth, duration, and frequency of additional flooding;
 and the highest and best use of the property.
- It is expected that an appraiser will conduct a "before and after" valuation in which the market value of the property before the flowage easement is determined, and the market value after the flowage easement conditions is determined. The market value of the flowage easement will be a determined using the difference of before and after valuations.
- The appraiser of the property may consider future impacts including delayed planting, yield loss, debris, and limitations to future land use, resulting from operation of the Project.
- Values of flowage easements will vary depending on the location and type of the property, magnitude of impacts, and future risks to the property.



- The flowage easement payment is expected to be a one-time payment to the property owner. The payment will be made when the easement is acquired.
- The valuations will be compliant with USPAP and applicable state and federal guidelines

What are the terms and conditions of the Flowage Easement?

- The easement will describe the "Easement Property" upon which the easement applies.
- The easement will provide the right to occasionally overflow, flood and submerge the Easement Property in connection with the operation, maintenance, repair, replacement and rehabilitation of the Project.
- The easement will restrict or prohibit development potential within the Easement Property in compliance with FEMA and local floodplain development rules.
- The easement will provide access rights related to the Project for conducting observations, surveys, reviews, and data collection for environmental assessments; conducting topographic field and parcel surveys, soil analysis, soil borings, and other investigations; conducting water level, erosion, water quality, habitat, environmental, and other relevant monitoring; performing any other testing, surveys, and analysis; and necessary and reasonable rights of ingress and egress to and from an "Access Area" of the Easement Property. The easement will authorize payment for crop damages caused by the exercise of the above described access rights.
- The easement will require removal of all structures in Zone 1, and insurable structures not meeting floodplain management rules.
- The easement will define acceptable use of the property by Grantor (property owner) and Grantee (Diversion Authority).
- The easement will allow property owners to mortgage the property as long as the mortgage is subordinate to the flowage easement.
- The easement will also contain other legal terms including governing law, severability, etc.

When will the Flowage Easements be obtained?

- Flowage easements need to be acquired prior to operation of the Project. The current schedule and estimate indicates that flowage easements in Minnesota will need to be acquired by September 2024, and flowage easements in North Dakota will need to be acquired by September 2025.
- It is anticipated that several years will be required to acquire all of the flowage easements necessary for the Project.
- The Diversion Authority may start early in approaching property owners in the upstream mitigation area with flowage easement needs.
- The Diversion Authority intends to offer to purchase Option Agreements on the lands where flowage easements are required so that the properties are not burdened with an easement until just before the last segment of construction is authorized. Under this concept, the Diversion Authority would purchase the options for the flowage easement as soon as possible, and the Diversion Authority would then exercise the Option Agreement at the time when the last segment of embankment is awarded for construction.



Who will obtain the Flowage Easements?

- The Diversion Authority has assigned the property acquisition role in North Dakota to the CCJWRD.
- The Diversion Authority has assigned the property acquisition role in Minnesota to the MCCJPA.

A sample flowage easement is presented in Appendix 7.



Zoning for Properties Downstream of Southern Embankment

Introduction

The FM Area Diversion Project includes construction of a Southern Embankment that will act as a dam to temporarily and periodically hold floodwaters upstream of the Project. The Southern Embankment and Associated Infrastructure will be designed and constructed by the US Army Corps of Engineers (USACE) in accordance with dam design criteria.

Planning, environmental review, and permitting of the Project included conducting a risk analysis associated with a hypothetical breach of the dam. A breach analysis was conducted by USACE and can be found online as Appendix H of the Minnesota Department of Natural Resources (MDNR's) Supplemental Environmental Impact Study at https://fmdiversion.gov/library/minnesota-dnr/.

The permit and findings of fact issued by the MDNR in December 2018 included a review of the breach analysis. The MDNR acknowledged that it has no jurisdiction to regulate the land use, however, the MDNR recommends that local communities prohibit development within one-quarter mile of the dam. Specifically, the MDNR Permit 2018-0819 states the "A breach of the dam could create hazards downstream to human life, particularly in areas adjacent to the dam and along the river channels. DNR recommends that local governmental units adopt requirements that no development be allowed within one quarter mile of the dam or along river channels."

The North Dakota Office of State Engineer (ND OSE) has also reviewed and considered the breach analysis and downstream development. The ND OSE recommends sound development downstream of the embankment.

This section of the Property Rights Acquisition and Mitigation Plan outlines the approach that the Diversion Authority will take to address the recommendations from MDNR and ND OSE.

Zoning Notification to Local Governments

The Diversion Authority will notify the local governmental units with zoning and development authority in areas downstream of the Southern Embankment and make them aware of the recommendations from the MDNR and ND OSE. Since the Diversion Authority does not have development or zoning authority, it is unable to dictate development or zoning requirements in this area. The notification will be shared with local governmental units upon receipt of the preliminary engineering report for the Southern Embankment, which will establish the final alignment of the Southern Embankment.



Dispute Resolution Board

Introduction

In addition to acquiring the necessary property rights from property owners, the Diversion Authority will provide an informal, administrative forum for property owners to file claims for damages. The Diversion Authority will establish the Dispute Resolution Board for such purposes. It should be noted that the Dispute Resolution Board is modeled after a similar process created by the North Dakota State Water Commission (NDSWC) for the Devils Lake outlet project. The Dispute Resolution Board is not intended to be the exclusive remedy for the disputes arising out of the Project.

Intent

The Diversion Authority will create a Dispute Resolution Board as an administrative board to hear claims by property owners and parties claiming that their real and personal property was damaged by floods alleged to have been caused by the Project. The Diversion Authority intends that claims for damages will be heard by the Dispute Resolution Board prior to a party filing suit in a district court.

Jurisdiction

The Dispute Resolution Board is not intended to address claims relating to alleged negligence of the Diversion Authority, its contractors, agents, officers, employees or designees. Rather, it is intended to address claims based upon alleged flooding caused by the Project.

Purpose

The purpose of the Dispute Resolution Board is to provide a less formal mechanism, other than resorting to filing an action with the North Dakota and/or Minnesota courts, for consideration of physical water damage resulting from operation of the Project. The Dispute Resolution Board will review each claim, utilize all available data, and make a record and a determination if actual, physical damage was caused by the Project's operation.

The Dispute Resolution Board is not intended as the sole administrative remedy for disputes, and those claiming to be affected by the Project may utilize other administrative remedies if available. The Diversion Authority intends on working with property owners and those claiming to be affected by the Project to resolve disputes prior to the utilization of any administrative remedy, including the Dispute Resolution Board.

Creation

The Diversion Authority will create the Dispute Resolution Board comprised of three (3) independent review officers. The resolution creating the Dispute Resolution Board shall address further details regarding membership qualifications, rules of practice and procedure, along with decision making requirements. A copy of the resolution will be provided to the North Dakota Office of State Engineer (ND OSE) and MDNR, and included in a future version of this Mitigation Plan.



Composition

The Diversion Authority will adopt a list of qualifications to serve as independent review officers of the Dispute Resolution Board and will periodically approve a list of individuals to serve as independent review officers. The Diversion Authority intends that it will also solicit input from the county commissioners of counties in both North Dakota and Minnesota, which may be affected by the Project, prior to formally creating the Dispute Resolution Board, to select an independent review officer from each of the counties. In addition, the Diversion Authority will request that the ND OSE and MDNR identify representatives to serve on the Dispute Resolution Board.

The Diversion Authority recognizes that some of the counties may choose not to participate and/or recommend independent review officers. Nonetheless, the Diversion Authority will make efforts to solicit input from and obtain a list of potential independent hearing officers from each of the counties affected by the Project.

It should be noted that the independent review officers of the Dispute Resolution Board will not be employees of the Diversion Authority, or its member entities.

Procedure

- Actions before the Dispute Resolution Board will commence upon the filing of a claim by a
 property owner with the Executive Director of the Diversion Authority. A sample claim form is
 attached. Claims may not be filed until after the effective date of the resolution creating the
 Dispute Resolution Board.
- Once a claim is filed, the Executive Director will select three (3) independent review officers in accordance with the resolution creating the Dispute Resolution Board.
- Following the assignment of independent review officers to preside over a claim, the Executive
 Director will set a review date for the claim, not less than thirty (30) calendar days following the
 filing of the claim, and mail notice to the claimant of the date set for the review and the identity
 of the independent review officers.
- A claimant will have the right to request not less than ten (10) calendar days before the date of the review that an assigned independent review officer be removed from consideration of the claim. The request will be directed to the assigned independent review officer who will decide whether he or she cannot fairly or objectively review the claim. If an assigned independent review officer believes he or she cannot fairly or objectively review a claim, then he or she will recuse himself or herself and notify the Executive Director. The Executive Director will then assign another independent review officer to the claim. The Authority may also remove an assigned independent review officer from a claim by finding that the assigned independent review officer cannot fairly or objectively review the claim. If such a finding is made, then the Executive Director will assign another independent review officer.
- At the review, the claimant will have the opportunity to present testimony, exhibits, and
 question any witnesses. Strict rules of evidence will not apply. The Executive Director must tape
 record the review and keep copies of all exhibits.



The independent review officers must receive and give weight to evidence, including hearsay
evidence, which possesses probative value commonly accepted by reasonable and prudent
people in the conduct of their affairs. The vote of independent review officers must be by a
majority.

Compensation for Damages

The Diversion Authority will compensate for damages through an operations and maintenance (O&M) funding program that will also be used for other O&M expenses. The O&M funding program will utilize either sales tax revenues or a maintenance district.

Release of All Claims

Prior to the payment of a compensation award as determined by the independent review officers, the Dispute Resolution Board will require that the property owner execute a release of all claims relating to the actual, physical damage.

Judicial Review

A claimant's use of the Dispute Resolution Board process will not preclude a claimant from filing an action seeking compensation for damages. A claimant may appeal the decision of the Dispute Resolution Board pursuant to appropriate state laws. If a claimant files an action, the Diversion Authority may, within its discretion, utilize the record of the Dispute Resolution Board how it sees fit.



Cemetery Mitigation Plan

Introduction

There are five cemeteries upstream of the Diversion Project that may potentially be impacted by varying levels (ranging from 0.3 feet to 6.3 feet) of additional water due to operation of the Project in a 100-year (one percent annual chance) flood.

Additionally, there are 21 cemeteries that currently would flood within the protected area that will now have improved flood protection due to construction of the Project.

During an information gathering stage, 54 cemeteries were visited to gain information and identify impacts that flooding has had on these sites, and what efforts have been utilized in the past to prevent and/or mitigate any such impacts. Following this effort, USACE released a "Cemetery Study" in 2014 that identifies the potential impacts of each site and several potential mitigation options.

Following the release of this initial USACE Cemetery Study, individual site visits and meetings with representatives from 11 of the upstream cemeteries were conducted. Cultural surveys were performed on eight of these 11 sites, three of which qualified for the National Register of Historic Places.

It should be noted that previous Project configuration potentially impacted 11 upstream cemeteries, but the current Project configuration potentially impacts five upstream cemeteries. Maps of the potentially impacted cemeteries are included in Appendix 9.

Local Cemetery Mitigation Plan

The Diversion Authority has formed a Local Cemetery Mitigation Team with representatives from entities in North Dakota and Minnesota. The Local Cemetery Mitigation Team will be re-established when the Project is confirmed, and the Diversion Authority will invite representatives from the impacted cemeteries to meet with the team. With completion of the Federal Cemetery Mitigation Plan, and an understanding of the minimum federal requirements, the team will be responsible for building upon USACE's efforts and the creation of a local Cemetery Mitigation Plan.

Minimum Federal Mitigation Plan and Requirements

In 2015, a Federal Cemetery Mitigation Plan was released by USACE. This plan identifies specific mitigation options for each of the potentially impacted cemetery locations; including, protective berms, access changes, debris fencing, anchoring headstones, and/or raising the site. The previously completed cemetery studies can be found on the Project website in the Studies technical and Organizational Documents (www.fmdiversion.com/studies-technical-documents/) page. This analysis will be amended with data from the current Project configuration.

The Federal requirements are that flowage easements be obtained on the impacted cemeteries within the USACE Federal Mitigation Zones 1 and 2, as is required for operation of the Project. There are no



federal mitigation requirements for the other potentially-impacted cemeteries located outside of Federal Mitigation Zones 1 and 2.

Note that the Diversion Authority has committed to obtaining flowage easements on properties within the Upstream Mitigation Area, which is beyond the federal requirement.

The plan found:

- None of the Project induced flooding would be more frequent than once every 20 years, on average.
- Past flooding has caused minimal damage to cemeteries in the area, and the Project induced flooding is also anticipated to only cause minor damage.
- For less-frequent events (50-yr, 100-yr), impacts are of limited duration, infrequent, and are anticipated to cause minimal physical damage.

Clean-Up Assistance

In addition to obtaining a flowage easement on cemeteries within the Upstream Mitigation Area, the Diversion Authority will adopt a post-operation repair and debris clean-up program and ensure the cemeteries within the Upstream Mitigation Area are eligible to take part in the repair and clean-up assistance program. The program will accommodate collection of debris that may accumulate on the cemetery sites, and also provide for reimbursement of repair costs that may be necessary to correct physical damage to the cemetery caused by operation of the Project. Please see the public lands repair and debris clean-up plans detail elsewhere in the Property Rights Acquisition and Mitigation Plan.

National Register of Historic Places

For the cemeteries that are eligible to be listed on the National Register of Historic Places (NRHP) (Clara Cemetery), and any additional cemetery that may be identified on the NRHP, USACE and the Diversion Authority will work with each respective State Historic Preservation Office (SHPO) to assure compliance with Section 106 and 36 C.F.R. 800 prior to operation of the Project.

Cemetery Mitigation Alternatives

In addition to the federally-required flowage easements, the Federal Cemetery Mitigation Plan that was completed in 2015 included a table of mitigation alternatives for each of the impacted sites. The mitigation alternatives includes estimated costs for a variety of options, including: berms, offsite access, debris fencing, anchoring of headstones, and raising the elevation of the land itself.

In addition to the estimated costs, it should be noted that the federal study identified a number of technical aspects and the potential for adverse effects on historic integrity that may make one or more of the mitigation alternatives infeasible to be utilized on some sites. It is also recognized that some of the alternative mitigation measures could adversely impact properties adjacent to the cemeteries.

In conjunction with the Local Cemetery Mitigation Team, the Diversion Authority will work to meet with each cemetery representative to discuss the technically feasible options for each specific location. The Diversion Authority understands that there will not be a one-size-fits-all approach to cemetery



mitigation as each site location provides a unique situation that varies across the area. In addition, the information and feasible options for each site may also vary, and the Diversion Authority will respect each when formulating what works best for each cemetery. Those considerations should include adequate design, technical feasibility, and cost.

Attachments

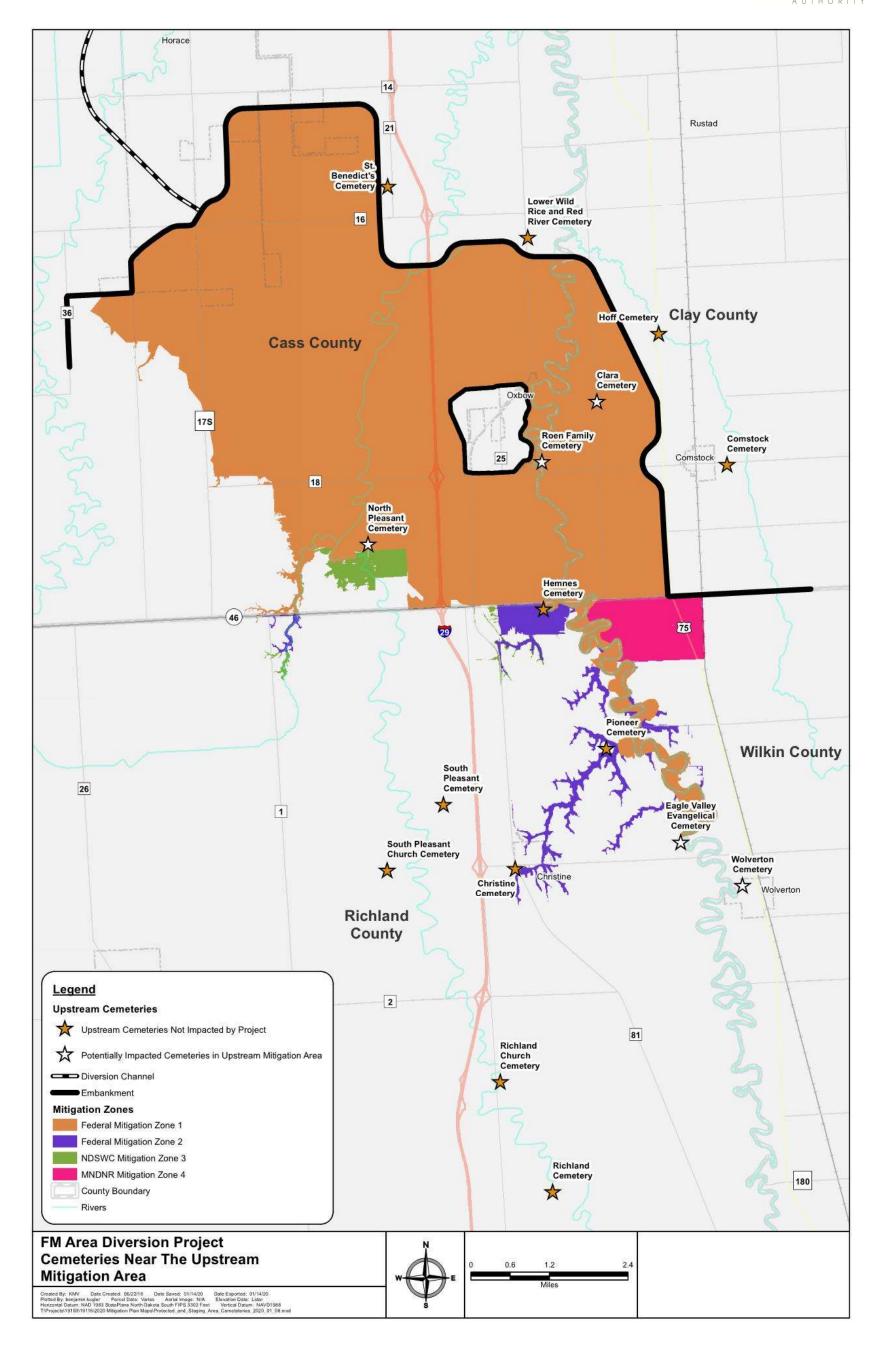
- Potentially Impacted Cemetery Summary Table
- Potentially Impacted Cemetery Overview Map



Cemetery Impacts from Phase 9.1 September 2019 CLOMR2 Models

Cemetery	Approx. Lowest Site Elevation	20-year Flood Event					50-year Flood Event					100-year Flood Event				
		Existing Peak WSEL	Existing Total Depth (ft)	With Project Peak WSEL	With Project Total Depth (ft)	Add'l Depth (ft)	Existing Peak WSEL	Existing Total Depth (ft)	With Project Peak WSEL	With Project Total Depth (ft)	Add'l Depth (ft)	Existing Peak WSEL	Existing Total Depth (ft)	With Project Peak WSEL	With Project Total Depth (ft)	Add'l Depth (ft)
Christine	927.0	918.0	0.0	918.0	0.0	0.0	926.6	0.0	926.6	0.0	0.0	926.6	0.0	926.6	0.0	0.0
Clara	915.0	910.8	0.0	911.3	0.0	0.0	913.1	0.0	918.6	3.6	3.6	914.5	0.0	921.1	6.1	6.1
Comstock	922.0	920.7	0.0	920.7	0.0	0.0	920.9	0.0	920.9	0.0	0.0	921.2	0.0	921.2	0.0	0.0
Eagle Valley	924.0	918.5	0.0	918.6	0.0	0.0	921.4	0.0	922.3	0.0	0.0	924.3	0.3	925.1	1.1	0.8
Hemnes	922.0	913.4	0.0	913.6	0.0	0.0	916.2	0.0	919.5	0.0	0.0	918.4	0.0	921.9	0.0	0.0
Hoff	908.0	912.6	4.6	912.6	4.6	0.0	913.3	5.3	913.3	5.3	0.0	914.2	6.2	914.1	6.1	-0.1
Lower Wild Rice and Red River	908.0	910.1	2.1	909.8	1.8	-0.3	912.0	4.0	910.8	2.8	-1.2	913.1	5.1	910.8	2.8	-2.3
North Pleasant	921.0	919.5	0.0	919.4	0.0	0.0	920.1	0.0	920.1	0.0	0.0	920.4	0.0	921.3	0.3	0.3
Pioneer	926.0	916.5	0.0	916.7	0.0	0.0	919.6	0.0	921.1	0.0	0.0	922.5	0.0	923.9	0.0	0.0
Richland	936.0	919.5	0.0	919.4	0.0	0.0	920.1	0.0	920.1	0.0	0.0	920.4	0.0	921.3	0.0	0.0
Richland Church	927.0	928.9	1.9	928.9	1.9	0.0	930.7	3.7	930.7	3.7	0.0	931.7	4.7	931.7	4.7	0.0
Roen Family	917.0	912.1	0.0	912.4	0.0	0.0	914.7	0.0	919.0	2.0	2.0	916.5	0.0	921.5	4.5	4.5
Saint Benedict's Church	909.0	910.1	1.1	909.2	0.2	-0.9	911.6	2.6	910.0	1.0	-1.6	911.8	2.8	910.0	1.0	-1.8
South Pleasant	923.0	923.3	0.3	923.2	0.2	-0.1	924.2	1.2	924.2	1.2	0.0	924.8	1.8	924.8	1.8	0.0
South Pleasant Church	927.0	925.5	0.0	925.5	0.0	0.0	927.0	0.0	927.0	0.0	0.0	927.7	0.7	927.7	0.7	0.0
Wolverton	923.0	919.9	0.0	920.0	0.0	0.0	922.9	0.0	923.4	0.4	0.4	925.7	2.7	926.2	3.2	0.5







Mitigation of Historic Properties

The Diversion Authority, USACE, and State Historical Preservation Offices from North Dakota and Minnesota have entered into a Programmatic Agreement to address preservation and mitigation of historical properties. The Programmatic Agreement and Amendment No. 1 are included in Appendix 10.



Post-Operation Debris Clean-Up Plan: Private Lands

Introduction

Operation of the Project will result in the staging and retention of flood waters upstream of the Fargo-Moorhead metro area. The upstream retention of floodwaters has the potential to impact a different amount of acres for each flood event depending on the magnitude of the flood and a variety of other factors. The Diversion Authority will obtain flowage easements on the properties that are within a defined mitigation area. The flowage easement will compensate property owners for the impacts associated with the Project, including the potential impact of debris caused by flooding, but it places the responsibility for post-operation clean-up on the property owner. In recognition that operation of the upstream mitigation area may cause debris (logs, straw, trash, etc.) to accumulate within and along the edges of the upstream mitigation area, the Diversion Authority has developed the following post-operation debris clean-up plan.

Post-Operation Debris Clean-Up Plan

If the Project operates, the Diversion Authority will enact the following post-operation debris clean-up plan. The plan is specific to clean-up of debris in the upstream mitigation area from operation of the Project.

- The plan will pattern the "clean-up week" approach used throughout the metro area.
- The Diversion Authority will declare the Project operated.
- The Diversion Authority will define the boundary of the upstream mitigation cleanup area based on the actual flood event.
- The Diversion Authority will distribute an annual newsletter that will include information related to post-operation mitigation programs.
- The Diversion Authority will notify affected property owners in the area eligible via posting of a
 map on the Project website (<u>FM Area Diversion Project Website (www.fmdiversion.com)</u>) for
 clean-up assistance and provide direction on clean-up procedures.
- The Diversion Authority will self-perform, or contractors to conduct the flood debris clean-up operations in the upstream mitigation area.
- Property owners will be responsible for moving debris to established field entrances or access points that the contractors can access without impacting farm operations.
- Contractors will only enter upon established field entrances or access points to pick up the debris.
- After each occurrence, property owners could voluntarily sign a "right of entry" to allow the contractors to enter and access other portions of their private property.
- Eligible debris for pick-up will be limited to debris caused by the flood event.
- Property Owners will be given a notice and reasonable time to move the debris to the pick-up locations.
- The contractors will be responsible for ultimate disposal of the debris.



Post-Operation Repair and Clean-Up Plan: Public Lands

Introduction

Operation of the Project will result in the staging and retention of flood waters upstream of the Southern Embankment. The upstream retention of flood waters will impact a different amount of acres for each flood event depending on the magnitude of the flood and a variety of other factors. There are a variety of "public lands" in the upstream mitigation area such as township and county roads, drainage ditches, cemeteries, and parks. In recognition that operation of the upstream retention area may cause some damage to these public lands as well as the accumulation of debris (logs, straw, trash, etc.), the Diversion Authority has developed the following post-operation public lands repair and clean-up plan.

Post-Operation Public Lands Repair and Clean-Up Plan

If the Project operates, the Diversion Authority will enact the following post-operation public lands repair and clean-up plan. The plan is specific to repair and clean-up of public lands in the upstream mitigation area from operation of the Project. Public lands include township and county roads, drainage ditches, cemeteries, and parks. This plan will allow local government entities (townships, water boards, etc.) to contract for the repair and clean-up work on the public lands, and then submit for reimbursement to the Diversion Authority. This plan allows the local government entities the ability to contract for the work as they prefer.

- The plan will pattern the approach that FEMA uses for post-disaster damage assessment and reimbursements.
- The Diversion Authority will declare the Project operated.
- The Diversion Authority will define the boundary of the upstream mitigation cleanup area based on the actual flood event.
- The Diversion Authority will distribute an annual newsletter that will include information related to post-operation mitigation programs.
- The Diversion Authority will notify public entities of eligible areas and request that the public entity identify any damage that may have been caused by the Project operation, including debris removal.
- The Diversion Authority will send a representative to meet with the public entities to verify damage on a site by site basis.
- The public entities shall solicit quotes (in conformance with procurement, legal, and regulatory requirements) for the repairs or clean-up work at each site, and submit the quotes for each site to the Diversion Authority for review.
- The Diversion Authority shall review the quotes for reasonableness, and either approve, request additional details, or deny the quote.
- The Diversion Authority will confirm the work was completed in accordance with the quote, and then reimburse the public entity.



- The Diversion Authority will also consider reimbursement of emergency repairs that may be needed in advance of following this process.
- The Diversion Authority will establish a reasonable deadline for submission of damage claims.



Summer Operation Supplemental Crop Loss Program

Introduction

The Project requires the temporary and occasional retention of flood waters immediately upstream of the southern embankment of the Project. The Diversion Authority will provide mitigation for properties in the upstream mitigation area, and the mitigation has generally been considered to be the acquisition of a permanent flowage easement and associated payment to the property owners, which is required by USACE. Generally, the permanent easement would restrict construction of structures/buildings, but it would allow the land to continue to be used for agriculture production including growing crops, livestock, and hay production.

The flowage easement is intended to provide compensation for impacts associated with the Project and is expected to be a one-time payment at the time the easement is purchased. Under this plan, the one-time payment for the flowage easement would compensate the land-owner for the potential impacts associated with delayed planting, prevented planting, debris, loss of development rights, etc.

The Diversion Authority recognizes the potential impact to the agricultural community on both the North Dakota and Minnesota side of the Red River, and has studied and considered supplemental mitigation solutions, which are greater than what has historically been provided to property owners. In recognition of: (a) the importance of the farm economy to the region; (b) that summer operation would potentially damage growing crops; (c) and that summer operation of the Project is extremely unlikely, the Diversion Authority will adopt a Summer Operation Supplemental Crop Loss Program to provide additional assurance to producers in the upstream mitigation area. The Program would provide producers coverage for the risk associated with Project induced flooding on growing crops during the unlikely summer operation of the Project. The Diversion Authority understands and acknowledges that this program is important to the agricultural community because under these events, it is believed that producers may not be able to utilize the federal crop insurance program(s) for crop damages directly caused by operation of the Project. This program will be available for producers in the upstream mitigation area, which is the same area where the Diversion Authority will obtain flowage easements.

Proposed Summer Operation Supplemental Crop Loss Program

The Diversion Authority will create an insurance reserve fund for the Summer Operation Supplemental Crop Loss Program. The Program will compensate producers in the upstream mitigation area for crop losses directly caused by operation of the Project during the normal crop growing season.

Given the complexity associated with reviewing and administering crop loss claims, the Diversion Authority will seek the assistance from a neutral and independent third party to administer damage claims associated with summer operation of the Project and to determine whether payments should be made from the Program. The Diversion Authority intends to coordinate with existing state agencies to determine if the state(s) could assist as the neutral and independent third party in administering any damage claims. The Diversion Authority will fully develop the Program prior to construction of the last



segment of the Southern Embankment. The Diversion Authority would be responsible to make timely payment claims based on the adjustment decisions of the third party agent.

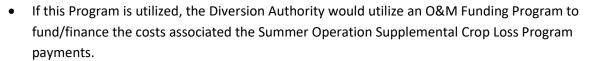
Though there has never been a summer flood event in recorded history that would have triggered the operation of the Project, it is possible that an event could happen. If such a major rain event occurs during the normal growing season, and if the rain is significant enough to cause the Project to operate, flooding will occur on farmlands due to the rain event. It is envisioned that a producer could then submit a damage claim and then the claims adjuster would evaluate the claim to determine liability, if any for the damages. If the claims administrator and adjuster find the Project is liable, then the Diversion Authority would make the payment to the producer from its self-funded reserve fund.

To be eligible for the program, a producer must participate in a federal crop insurance program, have growing crops within the upstream mitigation area, and have notified the Diversion Authority of his/her intent to participate in the Summer Operation Supplemental Crop Loss Program. It is the Diversion Authority's understanding that agricultural producers obtain various rates of coverage through federal crop insurance program. Some are insured for 65 percent, others insure for upwards of 80 percent based upon the year and type of crop grown. The Diversion Authority's Program would provide 90 percent coverage for all crop damages directly caused by summer operation of the Project, regardless of year or crop grown.

Additional Background:

- The FM Diversion Project includes an upstream mitigation area for staging of flood waters as a necessary feature of the Project. The upstream mitigation area is approximately 26,600 acres.
- Mitigation is generally considered acquisition of a flowage easement and associated payment to the property owner, as USACE has mandated that the Diversion Authority obtain a flowage easement for areas within the Staging Area.
- The flowage easement will cover impacts associated with the Project, and is expected to be a one-time payment at the time the easement is secured. Under this plan, the flowage easement would cover impacts associated with delayed planting, loss of development rights, etc.
- The Diversion Authority has considered additional mitigation solutions such as Summer
 Operation Supplemental Crop Loss Program. One of the primary considerations of additional
 farm mitigation is to help ensure producers are covered for the risk of Project induced summer
 flooding on growing crops. Under these events, producers may not be eligible for federal crop
 insurance.
- Based on insured values and crop types in 2014, along with the size of the upstream mitigation area, the total estimated maximum loss for all crops in the upstream mitigation area is approx. \$20-25M.
- The Diversion Authority will self-fund the program. The Diversion Authority has the financial strength to sustain a self-funded insurance reserve fund in order to assume the risk of this type of event, given that the probability of events that would cause summer operation are extremely low, and given the O&M Funding Program that will be established.







Financial Assurance Plan for O&M and On-Going Mitigation

Introduction

The Project will require the Diversion Authority to providing funding for long term operation and maintenance (O&M) costs. In addition to defining the financial plan for construction of the Project, it is important to develop a financial plan for on-going O&M of the Project, including funding for the various mitigation efforts that may be required well into the future. The Diversion Authority will establish an on-going O&M Funding Program and utilize either excess sales and use tax revenues or a maintenance district, or a combination of both to fund the costs along with storm water maintenance fees from the Minnesota member entities of the Diversion Authority. In addition, the Diversion Authority will make sure that all of the mitigation costs outlined in the Mitigation Plan will be eligible for funding through the O&M Funding Program. The O&M Funding Program will also provide a mechanism for funding unforeseen mitigation needs that may arise due to Project operation. The Project will follow an Adaptive Management and Monitoring Plan (AMMP) to monitor performance of environmental mitigation projects along with environmental changes after Project operation events, and the O&M Funding Program will fund additional required mitigation as determined through the AMMP.

O&M Funding Program

Pursuant to the Joint Powers Agreement (the "JPA"), which created the Diversion Authority, the O&M of the Project, including the O&M of transportation elements of the Project, will be financed from a variety of revenue sources. The first source of revenue for O&M costs will be excess sales and use taxes. If any excess revenues of the County 2010-2 Sales Tax¹, the City Flood Control Tax, the City Infrastructure Tax², or any Additional Sales and Use Tax remain after the payment of debt obligations issued for the capital costs of the project (collectively referred to as the "Excess Net Pledged Revenues"), these revenues may be used for operations and maintenance of the Project.

The second source of revenue will be maintenance levy from FM Flood Risk Management District No. 1. It is anticipated that O&M for the Diversion Channel and Associated Infrastructure (DCAI) will be performed by the successful P3 contract/proposer; O&M of the Southern Embankment and Associated Infrastructure (SEAI) will be performed by the Diversion Authority and/or its member entities. When the Cass County Joint Water Resource District (CCJWRD), a member entity of the Diversion Authority created the FM Flood Risk Management District No. 1 under North Dakota law, the CCJWRD also created a maintenance district. The maintenance district includes the same properties and benefits as are included in the FM Flood Risk Management District No. 1, and the CCJWRD can levy special assessments within the district for maintenance costs (the "Maintenance Levy"). Under North Dakota law, the determination of how much property may be assessed for the Maintenance Levy is based upon the original benefit created for the assessment district. In other words, at the time of the original vote on June 6, 2017, CCJWRD approved an assessment list under which the District contained agricultural properties, which would receive one hundred percent (100%) benefit and other properties would receive reduced benefits. Under the weighed maintenance levy method set forth in N.D.C.C. § 61-16.1-45, subdivision 1 (a) CCJWRD levies maintenance levy based on the same benefit percentages as the

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original proposed special assessments. For example, those agricultural properties within FM Flood Risk Management District No 1. which have been identified as receiving one hundred percent benefits will pay four dollars (\$4.00) per acre per year and those which have been identified as receiving fifty percent benefit will pay two dollars (\$2.00) per acre per year. Comparatively, under the "weighted" methodology set forth in N.D.C.C. § 61-16.1-45, subsection 1 (a), urban and non-agricultural property levies are not limited by the two dollar (\$2.00) per five hundred dollar formula set forth subdivision 1 of N.D.C.C. § 61-16.1-45. Rather, CCJWRD levies its maintenance levy against urban and non-agricultural properties based on benefit. CCJWRD has created a formula based on a comparison of one hundred percent agricultural properties and one hundred percent urban properties

With respect to the FM Flood Risk Management District No. 1, the property benefitted will include developed property within the cities of Fargo, West Fargo, Reile's Acres, Harwood, Horace, and Frontier, North Dakota. In 2018, the total (2018) taxable valuation of non-agricultural property is \$865,436,956.85 and in 2018 the total number acres of agricultural property within FM Flood Risk Management District No. 1 is 47,000. In order to levy the annual maintenance levy, the Governing Board of the CCJWRD need approve a motion to levy the annual maintenance levy in an amount not to exceed the maximum permitted under N.D.C.C. § 61-16.1-45.

The third source of revenue will be a Storm Water Maintenance Fee⁶ levied and collected monthly by the City of Moorhead, Minnesota. Pursuant to the JPA, the City of Moorhead has agreed to levy and collect and remit a portion of its storm water maintenance fee for the O&M of the Project.

Notes:

¹ Pursuant to Ordinance No. 2010-2, Cass County imposed a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all sales at retail, including leasing or rental of tangible personal property, within the corporate limits of Cass County ("County 2010-2 Sales Tax"). The proceeds of the County 2010-2 Sales Tax are dedicated for payment of expenses incurred for the planning, engineering, land purchase, construction, and maintenance of a Red River diversion channel and other flood control measures or the payment of special assessments, or debt incurred for a Red River diversion and other flood control measures as authorized by the Board of Cass County Commissioners. Cass County has determined that it will legally pledge not less than ninety-one percent (91%) of the County 2010-2 Sales Tax to sales and use tax revenue bonds issued by Cass County (the "County Sales Tax Bonds") and will dedicate (but not legally pledge) sales and use tax revenues not required for annual debt service or to replenish reasonably required debt service reserve funds on the County Sales Tax Bonds to the payment of debt service for improvement bonds issued by CCJWRD, and Milestone, Availability, and P3 Payments for the Project. The County 2010-2 Sales Tax was anticipated to expire on March 31, 2031. The Cass County Commission, however, desired to extend the expiration date for the County 2010-2 Sales Tax until 2084, and voted unanimously to place such extension upon the November 8, 2016, ballot. (The County 2010-2 Sales Tax was previously approved by sixty-four percent (64%) of the voters.) On November 8, 2016, the extension of the County 2010-2 Sales Tax was approved by sixty-three percent (63%) of the voters (in both elections, a simple majority of voters was needed in order to pass). Pursuant to the ballot question presented to the voters, sales and use tax revenue generated by the Cass County 2010-2 Sales Tax may be used for Debt Obligations, Milestone Payments, Availability Payments, and any other costs or charges associated with the DCAI and Comprehensive Project.

² The City of Fargo has adopted a sales and use tax ("City Flood Control Tax") by enacting Article 3-21 of the City of Fargo Municipal Code. The City Flood Control Tax imposes a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all retail sales, including the leasing or renting of tangible personal property, within



the corporate limits of the City of Fargo. The proceeds of the City Flood Control Tax are dedicated for acquiring property; making, installing, designing, financing, and constructing improvements; engaging in projects that are necessary for the goal of achieving risk reduction and the ability to defend the community against a five hundred (500) year flood event; and servicing bonds or other debt instruments. The City of Fargo has determined that it will dedicate one-hundred percent (100%) of its City Flood Control Tax to sales and use tax revenue bonds issued by City of Fargo (the "City Sales Tax Bonds") and will dedicate (but not legally pledge) sales and use tax revenues not required for annual debt service or to replenish reasonably required debt service reserve funds on the City Sales Tax Bonds to the payment of debt service and Milestone, Availability, and P3 Payments for the Project.

In 2012, the City of Fargo adopted a second sales and use tax ("City Infrastructure Tax") by enacting Article 3-22 of the City of Fargo Municipal Code. The City Infrastructure Tax imposes a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all retail sales, including the leasing or renting of tangible personal property, within the corporate limits of the City of Fargo. The proceeds of the City Infrastructure Tax are dedicated for such infrastructure capital improvements as the governing body of the City of Fargo selects, including streets and traffic management; water supply and treatment needs including construction or expansion of water treatment facilities; water distribution system needs; sewerage treatment and collection system needs, including construction or expansion of sewage treatment facilities; and flood protection or flood risk mitigation projects, and related improvements and activities. The City of Fargo has determined that it will legally dedicate (but not legally pledge) one-hundred percent (100%) of its City Infrastructure Tax not being utilized for present infrastructure projects toward payment of Debt Obligations and Milestone, Availability, and P3 Payments for the Project.

³ By way of example, a non-agricultural property having a taxable value of \$200,000 would receive an annual maintenance assessment of \$800 each year. $($200,000 \div $500 = 400 \times $2.00 = $800.)$

⁴ Another method for determining the assessment amount for urban parcels is a weighted method based on benefit, in proportion to agricultural land benefit.

⁵ Pursuant to Ordinance No. 2010-2, Cass County imposed a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all sales at retail, including leasing or rental of tangible personal property, within the corporate limits of Cass County ("County 2010-2 Sales Tax"). The proceeds of the County 2010-2 Sales Tax are dedicated for payment of expenses incurred for the planning, engineering, land purchase, construction, and maintenance of a Red River diversion channel and other flood control measures or the payment of special assessments, or debt incurred for a Red River diversion and other flood control measures as authorized by the Board of Cass County Commissioners. Cass County has determined that it will legally pledge not less than ninety-one percent (91%) of the County 2010-2 Sales Tax to sales and use tax revenue bonds issued by Cass County (the "County Sales Tax Bonds") and will dedicate (but not legally pledge) sales and use tax revenues not required for annual debt service or to replenish reasonably required debt service reserve funds on the County Sales Tax Bonds to the payment of debt service for improvement bonds issued by CCJWRD, and Milestone, Availability, and P3 Payments for the Project. The County 2010-2 Sales Tax was anticipated to expire on March 31, 2031. The Cass County Commission, however, desired to extend the expiration date for the County 2010-2 Sales Tax until 2084, and voted unanimously to place such extension upon the November 8, 2016, ballot. (The County 2010-2 Sales Tax was previously approved by sixty-four percent (64%) of the voters.) On November 8, 2016, the extension of the County 2010-2 Sales Tax was approved by sixty-three percent (63%) of the voters (in both elections, a simple majority of voters was needed in order to pass). Pursuant to the ballot question presented to the voters, sales and use tax revenue generated by the Cass County 2010-2 Sales Tax may be used for Debt Obligations, Milestone Payments, Availability Payments, and any other costs or charges associated with the DCAI and Comprehensive Project.

⁶ Pursuant to Ordinance No. 2010-2, Cass County imposed a one-half of one percent (0.5%) sales and use tax upon the gross receipts of retailers from all sales at retail, including leasing or rental of tangible personal property, within the corporate limits of Cass County ("County 2010-2 Sales Tax"). The proceeds of the County 2010-2 Sales Tax are dedicated for payment of expenses incurred for the planning, engineering, land purchase, construction, and maintenance of a Red River diversion channel and other flood control measures or the payment of special assessments, or debt incurred for a Red River diversion and other flood control measures as authorized by the Board



of Cass County Commissioners. Cass County has determined that it will legally pledge not less than ninety-one percent (91%) of the County 2010-2 Sales Tax to sales and use tax revenue bonds issued by Cass County (the "County Sales Tax Bonds") and will dedicate (but not legally pledge) sales and use tax revenues not required for annual debt service or to replenish reasonably required debt service reserve funds on the County Sales Tax Bonds to the payment of debt service for improvement bonds issued by CCJWRD, and Milestone, Availability, and P3 Payments for the Project. The County 2010-2 Sales Tax was anticipated to expire on March 31, 2031. The Cass County Commission, however, desired to extend the expiration date for the County 2010-2 Sales Tax until 2084, and voted unanimously to place such extension upon the November 8, 2016, ballot. (The County 2010-2 Sales Tax was previously approved by sixty-four percent (64%) of the voters.) On November 8, 2016, the extension of the County 2010-2 Sales Tax was approved by sixty-three percent (63%) of the voters (in both elections, a simple majority of voters was needed in order to pass). Pursuant to the ballot question presented to the voters, sales and use tax revenue generated by the Cass County 2010-2 Sales Tax may be used for Debt Obligations, Milestone Payments, Availability Payments, and any other costs or charges associated with the DCAI and Comprehensive Project.



Mitigation Communication and Notification Plan

Introduction

The Project is a massive civil works project that has generated tremendous public interest since federal studies began in 2008. Public interest in the Project and its operation to provide flood protection for the metro area will remain high, especially during annual flood projections, planning and protection efforts each spring. Communications during construction and prior to each planned operation will remain an important long-term goal of the Diversion Authority and its member entities responsible for operation and maintenance of the Project.

Existing Communication Structures

To date, the primary means of communication with the general public has been through regular contact with staff at the government entities that make up the Diversion Authority and through the Project website FM Area Diversion Project Website (www.fmdiversion.gov). In addition, traditional local media has covered the Project during various Project milestones. Tools including fact sheets, newsletters, social media, news conferences, and videos have also been used.

It is likely that the Diversion Authority and the governmental entities that make up the Diversion Authority will remain the key front-line communicators of the Project during and after construction, for maintenance and public access purposes, and during times of flooding and operations.

The Diversion Authority is also committed to the long-term existence of FM Area Diversion Project Website (www.fmdiversion.gov) as a primary communication method with the general public. The website allows for universal access regardless of location or time. From time to time, the Diversion Authority may review the use of the Project website to determine if communication needs to expand beyond the technology in use. For example, the Diversion Authority currently utilizes a Twitter account and newsletter to keep the public abreast of the latest news and progress. These continue to be useful tools but may be augmented in the future if new technology presents more useful tools that better achieve communication goals.

Working with traditional media sources will continue, but it will likely evolve with technological advancements as well. During times of flooding, traditional communication channels comfortable to the public are critical in disseminating timely information.

Future Project-Specific Notifications & Communications

Once the Project is complete, it will be important to notify and communicate with affected property owners and local governmental units (LGUs) regarding potential impacts, maintenance, and operations. Notification and communication efforts become especially important in times of extreme flooding for safety, agricultural planning, and other land management concerns, especially for those in the upstream mitigation area.



The Diversion Authority is committed to providing the following notification and communications for the Project:

1. Project Website and Interactive GIS Map Tool

The Diversion Authority will utilize the Project website to host an interactive web-based GIS map tool, as well as maps indicating the upstream mitigation area where flowage easements are in place. The maps on the Project website will serve as a reminder for property owners and real estate professionals to help keep them aware of existing flowage easements and the obligations of the property owner and the Diversion Authority under the terms of the flowage easement. The Diversion Authority will also record the flowage easements with the County Recorder's office to ensure they are available for legal purposes at all times.

2. Direct Notification to Properties with a Flowage Easement

In compliance with guidance and requirements from the ND Office of State Engineer (OSE) and the MDNR, the Diversion Authority will routinely distribute a notice to each owner of property subject to a flowage easement (MDNR requirement is to send a notice every 5-years). The notice will serve as a reminder that the property is subject to a flowage easement, and the notice will include information related to agricultural mitigation programs.

3. Direct Notification to Other Potentially Impacted Properties

In compliance with requirements from the ND Office of State Engineer (OSE), the Diversion Authority will distribute a notice to each owner of property that may potentially be impacted by the Project, as indicated by the final hydraulic model established upon substantial completion. This notice will be provided to property owners both upstream and downstream of the Project with a modeled impact of 0.1-feet or more, except the owners of property subject to a flowage easement (who will receive a separate notification). The notice will include information about the Dispute Resolution Board.

4. Communication with LGUs

The Diversion Authority will routinely send a notification to the local governmental units (LGUs) both upstream and downstream of the Project area. The LGU notification will include information about the Project status and operations. In addition, the notice will include information about mitigation programs available for LGUs and property owners within their jurisdiction, including the Dispute Resolution Board.

5. Notice of Project Operation Prior to a Flood Event

The Diversion Authority will send a notice of pending Project Operation to property owners located within the Upstream Mitigation Area, other interested parties, and area LGUs. This notification will occur before the Project operates with as much notice as the emergency level of the situation allows.

In addition, the Diversion Authority will provide a mechanism on the Project website for any interested party to sign-up for notifications. The Diversion Authority will maintain a database of interested parties and property owners utilizing county tax data. The notification of pending operation may come in multiple forms of communication such as Text, Email, Phone, etc. This notification will also be posted on the Project Website (www.fmdiversion.gov) and submitted as time allows to the newspapers of record in Cass and Richland Counties in North Dakota and Clay and Wilkin Counties in Minnesota.



Pre-Operation Mitigation for Impacted Roadways

Introduction

The Diversion Authority recognizes that operation of the Project may impact roadways in the Upstream Mitigation Area, causing the roadway to be impassable. Since flooding is all too common for the Project area, local experience and guidance for managing roadway impacts has been gathered from County officials to inform this plan. To mitigate for the risk of water on a roadway, and to mitigate for the loss of a public right-of-way, the Diversion Authority will work with local roadway authorities (City, County, or Township) as necessary to manage the risk to travelling public.

Road Closures

Roads will generally be closed during times of high water; however, the Diversion Authority, along with the local County officials understand the need for emergency personnel to reach their destination. The Diversion Authority will assist local roadway authorities to place barricades and warning signs at locations on roads that have water on them and advise the County Sheriff to monitor these roads. On gravel or minimum maintenance roads that potentially have washout conditions, the Diversion Authority will work with local roadway authorities to completely close the road to prevent serious injury or fatality. It should be noted that the Diversion Authority strongly advises no travel on roads with water and supports the motto "when in doubt: turn around, don't drown".

In addition to the coordination with the local County officials, road closure maps will also be updated continuously during times of flooding and posted on the Project website and shared with the local media and Township officials. Road closures will be submitted by the operations staff of the Diversion Authority in coordination with the local roadway authorities and the County Sheriff. The procedural guidelines for road closures and signing are as follows:

Emergency Road Closure and Signing Procedures

Roadway Closure

A minimum of two Type III Barricades shall be installed at each side of a hazard. At least one barricade on each side shall have a Road Closed sign attached. Additional barricades should be installed if deemed necessary by the operator to adequately close the road.

Advanced warning shall be placed at the nearest intersection each way from the closure and shall consist of Road Closed Ahead signs or Type III Barricades with Road Closed signs attached. Sound judgment and site conditions shall dictate the type and placement of all signs in accordance with the current version of the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways.



Water over Road or Other Conditions not Requiring Closure

If conditions indicate that traffic can safely pass through the area, a combination of warning signs shall be installed to alert the public and guide them through the segment of road. Signs used shall include, but are not limited to Barricades, Water Over Road, Cones, Tubular Markers, and Reduced Speed Limits. If an unsafe condition becomes apparent that cannot be repaired or marked to alert traffic, the roadway shall be closed to traffic. Sound judgment and site conditions shall dictate the type and placement of all signs in accordance with the current version of the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways.



Oxbow Hickson Bakke Mitigation Project

Summary

The Project includes an upstream mitigation area for temporarily and occasionally storing flood waters. The upstream mitigation area would require acquisition and relocation of the City of Oxbow, Hickson, and Bakke if a ring levee was not constructed to protect those communities and mitigate the impacts from the Project. The Oxbow, Hickson, Bakke (OHB) Ring Levee Project was developed as a mitigation solution in 2013 as a means to mitigate existing, natural, and induced flooding. The OHB Ring Levee Project was incorporated into the Supplemental Environmental Assessment prepared by USACE in September 2013.

The OHB Ring Levee Project includes:

- Construction of a ring levee around the three communities.
- Internal drainage improvements.
- Acquisition and relocation of 40 residences, the golf course clubhouse, several golf holes, and farmland to make way for the levee.
- Construction of new residential lots for a relocation option for displaced Oxbow residents, and relocation of displaced upstream mitigation area residents.

Upon completion, the Cass County Joint Water Resource District (CCJWRD) will own and maintain the OHB Ring Levee, in coordination with the City of Oxbow and the Diversion Authority.

Supplemental EA Appendix C

A summary and background, identification of alternatives, and description of the selected OHB ring levee alternative can be found in Appendix C of the 2013 Supplemental Environmental Assessment.

Additional Details

Additional details regarding the OHB Ring Levee can be found in a <u>Technical Memorandum</u> dated March 12, 2013.



In-Town Levee Mitigation Projects

Summary

The Project includes construction of levees and other flood protection infrastructure along the river and drainage ways through the Fargo-Moorhead metro area. The levees and related flood protection infrastructure are necessary to safely pass flood waters through town as part of the operation of the Project. Several studies and analysis have been conducted to determine the appropriate amount of flood water, and commensurate river stage to allow through town. Allowing higher flows and higher river stages through town reduces the frequency of operation of the Project, and reduces the extent and duration of the upstream mitigation area. As such, the in-town levee works provide further mitigation for the Project impacts.

The most recent studies, conducted as part of the Governors' Task Force have concluded to allow a river stage of 37-feet through town, which equates to an approximately 20-year return frequency event. The cities of Fargo and Moorhead have completed several miles of in-town flood protection over the past years. The decision to allow 37-feet through town will require both Cities to design and construct additional levees and related flood protection improvements so that appropriate freeboard levels are in place for the higher flows through town.



Appendix 1 - Period of Record (POR) Hydrology Development Technical Memorandum





Attachment 1 – POR Hydrology Development

To: Supplemental Environmental Assessment Document

From: Greg Thompson, PE, CFM; Jun Yang, PhD, PE

Subject: Appendix D Hydrology and Hydraulics - Attachment 1 POR Hydrology Development

Date: July 24, 2018

Project: Fargo-Moorhead Metropolitan Area Flood Risk Management Project EA Document

1. INTRODUCTION

This Technical Memorandum (TM) was written to document the development of the Period of Record (POR) Hydrology for Plan B of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project).

Inflow hydrology for the Project was originally developed by the US Army Corps of Engineers (USACE) during the Fargo-Moorhead Metro Flood Risk Management Project, Feasibility Study and Environmental Impact Statement, Phase 4, 2011 (FEIS). Within that study, the peak discharge and volume-duration hydrology had been developed over a period of approximately two years as new information became available and as the project changed. Initially, POR hydrology was developed for modeling within the immediate Fargo/Moorhead Metro area, but, as documented in a series of FEIS appendices, the hydrology was revised to focus on a shorter period of record developed by an Expert Opinion Elicitation (EOE) panel. The EOE hydrology produced peak flow and balanced hydrographs that varied over time. Project design focused on assuring the project would perform for the highest peak flow and volume conditions identified via the EOE panel. This hydrology has since been referred to as the Wet Cycle Hydrology, and in this TM, it will be referred to as EOE/WET. Shortly after the EOE/WET hydrology was developed, the model was extended downstream to the Canadian Border to adequately simulate downstream impacts. Then, to offset downstream impacts, the Southern Embankment (Dam) and Upstream Staging Area were incorporated into the project, which required the modeling and subsequent inflow hydrology to be extended further upstream. Each project change resulted in a change to the hydrology. The most recent change occurred in 2017/2018 during development of Plan B where the Governors' Task Force decided that the project should use the POR hydrology instead of the EOE/WET hydrology.

Since EOE hydrology had been chosen as the path forward, the POR hydrology developed by USACE during the FEIS was not completed to support the current modeling efforts. Therefore, as documented in this TM, additional hydrology was created by Houston-Moore Group (HMG) for Plan B within a modeling effort referred to as Phase 9. The tables in this TM describe a progression of how the EOE/WET and POR hydrology components were created during and after the FEIS, and how the POR hydrology was created for Phase 9. Modeling for Phase 9 included 10-, 5-, 2-, 1-, and 0.2-percent Annual Chance Events (ACE), also commonly referred to as 10-year, 20-year, 50-year, 100-year, and 500-year flood events, respectively. The 4-percent chance event (25-year) was also included in Phase 9 because it is commonly used in flood insurance study evaluations, and the 0.5-percent chance event (200-year) was included in the Phase 9 analysis because it provides an intermediate reference point between the 100-year and 500-year events.













2. BACKGROUND/HYDROLOGY TERMINOLOGY

Peak Discharges - Annual instantaneous peak discharges were created for each streamflow gage along the Red River including gages at Enloe ND, Hickson ND, Fargo ND, Halstad MN, Thompson ND, Grand Forks ND, Oslo MN, and Drayton ND. The initial peak discharges were created by USACE, and the Plan B POR discharges were developed by HMG as described below.

Balanced Hydrographs - Volume-Duration-Frequency analyses were conducted by USACE for the EOE/WET hydrology at the gage locations along the Red River. For the Plan B modeling effort, HMG developed hydrographs that closely resemble the USACE derived balanced hydrographs using known information from the previous USACE EOE/WET hydrology analysis.

3. FEASIBILITY STUDY/ENVIRONMENTAL IMPACT STATEMENT HYDROLOGY

a) Initial Inflow Hydrology - FEIS Appendix A-2

The discharges displayed in

Table 1 originated from FEIS Appendix A-2, Table 24 (POR), and the discharges displayed in Table 2 originated from FEIS Appendix A-2, Table 25 (EOE/WET). At the time, only these locations were needed for model simulation because the focus of the modeling was near the Fargo/Moorhead Metro area. However, the remaining blank cells in

Table 1 show the locations and flood events that are required for the Plan B analysis. This TM documents the development of the remaining POR discharges and modifications made to some of the discharges presented in Table 1. Notice that peak discharges for Enloe, Thompson, Oslo, and Drayton were not initially developed in the FEIS. Additionally, the 4-percent chance event discharges had not been developed.

Table 1: Red River Peak Discharges, POR Hydrology from FEIS, Appendix A-2, Table 24

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Drayton							
Oslo							
Grand Forks	50,500	67,300		91,700	112,000	134,000	165,000
Thompson							
Halstad	29,800	39,900		54,600	66,900	80,200	99,200
Fargo	13,865	19,831		26,000	33,000	43,500	66,000
Hickson	8,400	12,000		19,000	23,100	28,300	35,000
Enloe							









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Table 2: Red River Peak Discharges, EOE/WET Hydrology from FEIS Appendix A-2, Table 25

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Drayton							
Oslo							
Grand Forks	56,354	70,956		91,026	106,838	123,201	145,675
Thompson							
Halstad	34,871	45,014		59,306	70,798	82,872	99,713
Fargo	17,000	22,000		29,300	34,700	46,200	61,700
Hickson	10,500	14,800		21,000	25,000	28,500	32,000
Enloe							

b) Inflow Hydrology - FEIS Appendix A-4b

The EOE/WET peak discharges displayed in Table 3 originated from FEIS Appendix A-4b, Table 24. This hydrology effort included developing additional EOE/WET hydrology peak discharges for streamflow gages at downstream locations, such as Thompson, ND, Oslo, MN and Drayton, ND. At this point in time the project was to focus on EOE/WET hydrology, therefore no POR discharges were recorded for the new locations. Also, the peak discharges for Hickson were revised from what was presented in Appendix A-2. Enloe was not considered at this point in time because the staging area was not a project component and the model did not need to be extended upstream to Enloe.

Table 3: Red River EOE/WET Peak Discharges - Inflow Hydrology - FEIS Appendix A-4b, Table 24

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Drayton	62,847	79,061		101,292	118,757	136,789	161,486
Oslo	58,970	74,459		95,773	112,569	129,950	153,811
Grand Forks	56,354	70,956		91,026	106,838	123,201	145,675
Thompson	42,899	55,519		72,898	86,765	101,001	121,080
Halstad	34,871	45,014		59,306	70,798	82,872	99,713
Fargo	17,000	22,000		29,300	34,700	46,200	61,700
Hickson	10,500	14,000		19,000	22,000	28,500	37,000
Enloe							

c) Hickson Gage Inflow Hydrology Revision - USACE Report, January 2015 EOE/WET peak discharges for the Hickson Gage were revised in January 2015 to better reflect breakout characteristics from the Wild Rice River to the Red River near Abercrombie, North Dakota. As displayed in Table 4, revisions from this analysis were made to the EOE/WET hydrology, as documented in "The Use of Synthetic Floods for Defining the Regulated Flow-Frequency & Volume Duration Frequency Curves for the Red River at Hickson, North Dakota" (January 2015), Table 12.













Following the January 2015 report, USACE also provided peak discharges for the Enloe Gage for the WET hydrology, which is approximately 30 river miles upstream of the Hickson Gage. The Enloe Gage data was provided for use as the inflow at the upstream end of the Red River, which was needed after incorporating the Dam and Upstream Staging Area. Note that Enloe hydrology was not provided for the 4- or 5-percent chance events because they were not in the scope of the analysis at that point in time.

Table 4: Hydrology Updates - EOE/WET Hydrology, Hickson and Enloe - USACE, January 2015

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Drayton	62,847	79,061		101,292	118,757	136,789	161,486
Oslo	58,970	74,459		95,773	112,569	129,950	153,811
Grand Forks	56,354	70,956		91,026	106,838	123,201	145,675
Thompson	42,899	55,519		72,898	86,765	101,001	121,080
Halstad	34,871	45,014		59,306	70,798	82,872	99,713
Fargo	17,000	22,000		29,300	34,700	46,200	61,700
Hickson	9,600	13,200		19,000	23,500	28,500	36,000
Enloe	10,031			20,053	24,164	29,512	35,303

d) 4-Percent Chance Event Peak Discharges – USACE, May 2015

In May 2015, peak discharges for the 4-percent chance event were provided for gages at Hickson, Fargo, and Halstad. Table 5 presents the additional EOE/WET peak discharges.

Table 5: EOE/WET Hydrology, 4-Percent Chance Event Discharge Updates - USACE, May 2015

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Drayton	62,847	79,061		101,292	118,757	136,789	161,486
Oslo	58,970	74,459		95,773	112,569	129,950	153,811
Grand Forks	56,354	70,956		91,026	106,838	123,201	145,675
Thompson	42,899	55,519		72,898	86,765	101,001	121,080
Halstad	34,871	45,014	48,348	59,306	70,798	82,872	99,713
Fargo	17,000	22,000	23,900	29,300	34,700	46,200	61,700
Hickson	9,600	13,200	14,450	19,000	23,500	28,500	36,000
Enloe	10,031			20,053	24,164	29,512	35,303

e) Fargo Gage Hydrograph Volume Revisions - USACE, July 2015

Prior to July 2015, the shapes of the balanced hydrographs were relatively narrow compared to observed historical hydrographs of similar magnitude. In 2013, the Red River Basin Commission (RRBC) conducted a basin-wide hydrology modeling effort where a HEC-HMS hydrology model was developed for each watershed upstream of the Red River Gage at Halstad, MN. Hydrographs from this modeling effort were compared to the balanced hydrographs developed for the project. Hydrographs from the RRBC modeling effort were similar in shape to historical events, but displayed more volume than the balanced hydrographs at the time. Therefore, the balanced hydrograph procedure was reevaluated, and modifications were made to the Hickson and Fargo













Gage balanced hydrographs. Revisions reflected in this effort only changed the volume-duration relationships, not the peak discharges. Due to the scope of the project at this point in time, higher volume hydrographs were only created for the 10-, 2-, 1-, 0.5-, and 0.2-percent chance events using EOE/WET hydrology.

PLAN B – PERIOD OF RECORD HYDROLOGY

This section documents the POR hydrology development to be used with Plan B. As presented in Table 1, POR hydrology was previously developed for Hickson, Fargo, Halstad, and Grand Forks. However, due to several changes following the FEIS, and an incomplete POR data set, HMG was tasked with developing the POR hydrology using relationships from available POR records as well as previously developed EOE/WET hydrology.

a) Hickson and Enloe POR Peak Discharges and Hydrographs

Annual instantaneous peak discharges for Hickson were first presented in the FEIS Appendix A-2, using both EOE/WET and POR hydrology. Now, since POR hydrology is required for Plan B, and the EOE discharges have been revised since the FEIS, the old POR/EOE relationship from the FEIS will be used to create updated POR hydrology for Hickson. Note flows for the 4-percent chance event POR and EOE/WET at Hickson (Table 6) were derived using flow frequency curves in the FEIS Appendix A-2 (Figures 34 and 35). As presented in Table 6, a unique ratio for each design event has been established to apply to the updated EOE/WET discharges from Table 5 for producing updated POR discharges as shown in Table 7 for Hickson and Table 8 for Enloe. After evaluating peak discharge and volume proportions between Enloe, Abercrombie, and Fargo, and after reviewing the discharge-frequency curves for Hickson and Enloe, the peak discharges will be further refined, with final numbers presented in Table 20.

Table 6: Discharge Relationship between EOE/WET and POR Hydrology at Hickson, ND (Source: FEIS, January 2011)

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Hickson POR (Table 1)	8,400	12,000	13,000	19,000	23,100	28,300	35,000
Hickson EOE/WET (Table 2)	10,500	14,800	15,700	21,000	25,000	28,500	32,000
Ratio POR to EOE/WET	0.80	0.81	0.83	0.90	0.92	0.99	1.09

Table 7: New POR Discharges for Hickson Gage (Not Final)

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Hickson EOE/WET (Table 5)	9,600	13,200	14,450	19,000	23,500	28,500	36,000
Ratio, POR to EOE/WET (Table 6)	0.80	0.81	0.83	0.90	0.92	0.99	1.09
Hickson POR (2018)	7,700	10,700	12,000	17,200	21,700	28,300	39,400













Table 8: New POR Discharges for Enloe Gage (Not Final)

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Enloe EOE/WET (Table 5)	10,031			20,053	24,164	29,512	35,303
Ratio, POR to EOE/WET (Table 6)	0.80	0.81	0.83	0.90	0.92	0.99	1.09
Enloe POR (2018)	8,000			18,100	22,300	29,300	38,600

b) Peak Discharges for 4-Percent and 5-Percent Chance Events

Reservoirs in the upper portions of the Red River Basin and breakout flows between upstream watersheds produce complex discharge-frequency relationships upstream of Fargo. Because of this, it is understood that standard Log-Pearson Type III plotting procedures should not be used at Enloe, Hickson, or Fargo, but it can be used for locations downstream of Fargo because of the extended distance downstream of reservoirs. While recognizing this, yet also observing smooth relationships on such plots, 4-percent chance (25-year) and 5percent chance (20-year) event peak discharges were created from larger and smaller events. Exhibits 1 through 8 display Log-Pearson Type III plots for the POR and EOE/WET hydrology at each of the streamflow gages along the Red River. From these plots, the peak discharges have been estimated for the 4-percent and 5-percent chance events for the EOE/WET hydrology (Table 9) and POR hydrology (Table 10).

Table 9: EOE/WET 0.4-Percent Chance Event Peak Discharge Development Using Discharge-Frequency Relationships

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Drayton	62,847	79,061	84,500	101,292	118,757	136,789	161,486
Oslo	58,970	74,459	79,500	95,773	112,569	129,950	153,811
Grand Forks	56,354	70,956	75,000	91,026	106,838	123,201	145,675
Thompson	42,899	55,519	59,400	72,898	86,765	101,001	121,080
Halstad	34,871	45,014	48,348	59,306	70,798	82,872	99,713
Fargo	17,000	22,000	23,900	29,300	34,700	46,200	61,700
Hickson	9,600	13,200	14,450	19,000	23,500	28,500	36,000
Enloe	10,031	14,500	15,500	20,053	24,164	29,512	35,303

Table 10: POR 0.4-Percent Chance Event Peak Discharge Development Using Discharge-Frequency Relationships

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Drayton							
Oslo							
Grand Forks	50,500	67,300	72,000	91,700	112,000	134,000	165,000
Thompson							
Halstad	29,800	39,900	43,200	54,600	66,900	80,200	99,200
Fargo	13,865	19,831	21,400	26,000	33,000	43,500	66,000
Hickson	7,700	10,700	12,000	17,200	21,700	28,300	39,400
Enloe	8,000	11,800	13,000	18,100	22,300	29,300	38,600













c) POR Hydrology Peak Discharge Development for Thompson, Oslo, and Drayton

As previously described, EOE/WET peak discharges are available at all reporting locations. From FEIS Appendix A-2, a POR to EOE/WET ratio was created for Grand Forks to be used in generating POR hydrology for Oslo and Drayton. This is shown in Table 11. Using the Grand Forks ratios, the POR peak discharges that were created for Oslo and Drayton are shown in Table 12 and Table 13, respectively.

Table 11: POR to EOE/WET Annual Instantaneous Peak Discharge Ratios for Grand Forks, North Dakota

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Grand Forks POR	50,500	67,300	72,000	91,700	112,000	134,000	165,000
Grand Forks EOE/WET	56,354	70,956	75,000	91,026	106,838	123,201	145,675
Ratio POR to EOE/WET	0.90	0.95	0.96	1.01	1.05	1.09	1.13

Table 12: Oslo, Minnesota POR Peak Discharges Created from Grand Forks POR to EOE/WET Ratios

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Oslo EOE/WET (Table 9)	58,970	74,459	79,500	95,773	112,569	129,950	153,811
Ratio POR to EOE/WET (Table 11)	0.90	0.95	0.96	1.01	1.05	1.09	1.13
Oslo POR	52,800	70,600	76,300	96,500	118,000	141,300	174,200

Table 13: Drayton, North Dakota POR Peak Discharges Created from Grand Forks POR to EOE/WET Ratios

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Drayton EOE/WET (Table 9)	62,847	79,061	84,500	101,292	118,757	136,789	161,486
Ratio POR to EOE/WET (Table 11)	0.90	0.95	0.96	1.01	1.05	1.09	1.13
Drayton POR	56,300	75,000	81,100	102,000	124,500	148,800	182,900

The POR peak discharges for Thompson, North Dakota were created in a similar manner as the discharges for Oslo and Drayton, except for the ratios for Thompson were created using an average ratio from Fargo, Halstad, and Grand Forks. The Halstad POR to EOE/WET ratios are presented in Table 14, and the Fargo POR to EOE/WET ratios are presented in Table 15. Combining the ratios from Grand Forks, Halstad, and Fargo, Table 16 presents the average POR to EOE/WET ratio to be used for developing the Thompson discharges. Table 17 presents the POR discharges for Thompson, North Dakota.

Table 14: POR to EOE/WET Annual Instantaneous Peak Discharge Ratios for Halstad, Minnesota

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Halstad POR (Table 10)	29,800	39,900	43,200	54,600	66,900	80,200	99,200
Halstad EOE/WET (Table 9)	34,871	45,014	48,348	59,306	70,798	82,872	99,713
Ratio POR to EOE/WET	0.85	0.89	0.89	0.92	0.94	0.97	0.99













Table 15: POR to EOE/WET Peak Discharge Ratios for Fargo, North Dakota

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Fargo POR (Table 10)	13,865	19,831	21,400	26,000	33,000	43,500	66,000
Fargo EOE/WET (Table 9)	17,000	22,000	23,900	29,300	34,700	46,200	61,700
Ratio POR to EOE/WET	0.82	0.90	0.90	0.89	0.95	0.94	1.07

Table 16: Average POR to EOE/WET Ratios Used to Develop POR Peak Discharges for Thompson, North Dakota

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Grand Forks Ratio (Table 11)	0.90	0.95	0.96	1.01	1.05	1.09	1.13
Halstad Ratio (Table 14)	0.85	0.89	0.89	0.92	0.94	0.97	0.99
Fargo Ratio (Table 15)	0.82	0.90	0.90	0.89	0.95	0.94	1.07
Average Ratio	0.86	0.91	0.92	0.94	0.98	1.00	1.07

Table 17: Thompson, North Dakota Peak Discharges Using Average POR to EOE/WET Ratios from Grand Forks, Halstad, Fargo.

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Thompson EOE/WET (Table 9)	42,899	55,519	59,400	72,898	86,765	101,001	121,080
Ratio POR to EOE/WET (Table 16)	0.86	0.91	0.92	0.94	0.98	1.00	1.07
Thompson POR	36,700	50,600	54,400	68,400	85,200	100,900	129,000

d) Modifications Made to Enloe/Hickson Discharges

At the upstream end of the project, the Enloe and Hickson Gages are relatively close in proximity to each other. Also, there are no significant tributary inflows between the gages, so the calculated peak inflows are very similar to each other. Depending on the volume of the event and the magnitude of the local inflows, the peak discharges from Enloe to Hickson are either reduced due to attenuation, remain the same, or are increased due to local inflows. To verify if the newly developed POR hydrology for Hickson and Enloe seemed reasonable, the general trends from Enloe to Hickson and Enloe to Fargo were reviewed. The Enloe to Fargo relationship provides a comparison between the Red River and the Wild Rice River flow contributions. The initial iteration of Hickson and Enloe discharge development produced Enloe to Fargo relationships that were not consistent across various events (shown in Table 18). The ratios ranged from 0.58 to 0.70. Therefore, the peak discharges at Enloe and Hickson were adjusted as shown in the Table 19 and Table 20. The specific changes are noted as follows:

- 10% ACE Enloe was increased from a calculated 8,000 cfs to 9,000 cfs, which produces an Enloe to Fargo ratio of 0.65. The difference between Enloe and Hickson from January 2015 was approximately 400 cfs. The assumption here is that the difference is approximately 600 cfs.
- 5% ACE Enloe remained as-is, but the Hickson discharge appeared to be too low so it was increased to 11,400 cfs to produce a 400 cfs difference (Enloe to Hickson), similar to the January 2015 10% differences.













- 4% ACE no changes. The Enloe to Fargo ratio is 0.61.
- 2% ACE The preliminary results from the 2% ACE showed the highest ratio for Enloe to Fargo (0.70), so this was the largest change.
- 1% ACE Enloe to Fargo was originally calculated to be 0.68, which is on the high side. The peak discharge was decreased from 22,300 to 21,000 cfs, which reduced the ratio to 0.64.
- 0.5% ACE This calculated ratio was on the high side, but it wasn't used for the HEC-RAS analysis, so it wasn't adjusted.
- 0.2% ACE This calculated ratio appeared very low, so it was increased from 38,600 to 40,000 cfs, which increased the Enloe to Fargo ratio from 0.58 to 0.61.

Table 20 presents the final POR discharges to be used in Plan B modeling.

Table 18: Discharges Prior to Final Calibration (Not final)

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Fargo (Table 10)	13,865	19,831	21,400	26,000	33,000	43,500	66,000
Hickson (Table 10)	7,700	10,700	12,000	17,200	21,700	28,300	39,400
Enloe (Table 10)	8,000	11,800	13,000	18,100	22,300	29,300	38,600
Ratio, Enloe/Fargo	0.58	0.60	0.61	0.70	0.68	0.67	0.58

Table 19: Calibrated POR Discharges at Hickson and Enloe Gages

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Fargo	13,865	19,831	21,400	26,000	33,000	43,500	66,000
Hickson	8,400	11,400	12,000	16,000	21,300	28,300	38,700
Enloe	9,000	11,800	13,000	16,000	21,000	29,300	40,000
Ratio, Enloe/Fargo	0.65	0.60	0.61	0.62	0.64	0.67	0.61

Table 20: Final POR Peak Discharges

Return Period (year)	10	20	25	50	100	200	500
% Annual Chance Event	10	5	4	2	1	0.5	0.2
Drayton (Table 13)	56,300	75,000	81,100	102,000	124,500	148,800	182,900
Oslo (Table 12)	52,800	70,600	76,300	96,500	118,000	141,300	174,200
Grand Forks (Table 10)	50,500	67,300	72,000	91,700	112,000	134,000	165,000
Thompson (Table 17)	36,700	50,600	54,400	68,400	85,200	100,900	129,000
Halstad (Table 10)	29,800	39,900	43,200	54,600	66,900	80,200	99,200
Fargo (Table 10)	13,865	19,831	21,400	26,000	33,000	43,500	66,000
Hickson (Table 19)	8,400	11,400	12,000	16,000	21,300	28,300	38,700
Enloe (Table 19)	9,000	11,800	13,000	16,000	21,000	29,300	40,000

5. PLAN B - PERIOD OF RECORD BALANCED HYDROGRAPHS

USACE developed the balanced hydrographs for the EOE/WET hydrology throughout various stages of the FEIS and as necessary during the project. HMG developed hydrographs closely resembling balanced













EOE/WET balanced hydrographs and POR analysis hydrographs are shown in Exhibits 9 through 16 for all streamflow gages along the Red River.









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v.5





Exhibits











Exhibit 1 - Discharge Frequency Curve at Enloe Gage
Period of Record (POR) Hydrology vs Expert Opinion Elicitation / Wet Cycle (EOE/WET) Hydrology

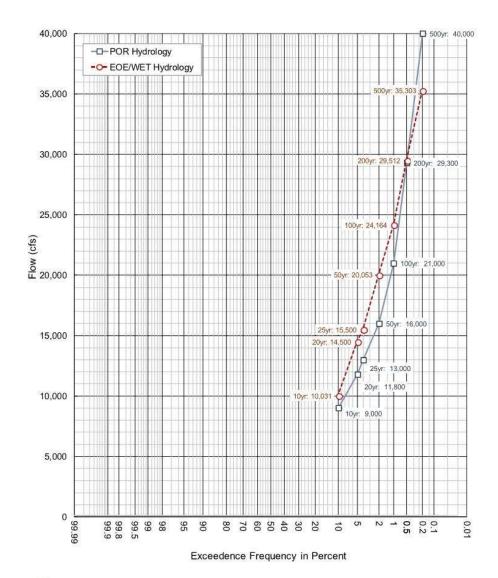












Exhibit 2 - Discharge Frequency Curve at Hickson Gage
Period of Record (POR) Hydrology vs Expert Opinion Elicitation / Wet Cycle (EOE/WET) Hydrology

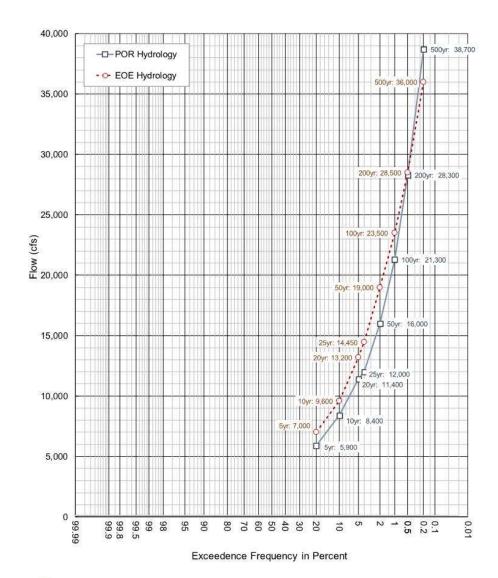












Exhibit 3 - Discharge Frequency Curve at Fargo Gage
Period of Record (POR) Hydrology vs Expert Opinion Elicitation / Wet Cycle (EOE/WET) Hydrology

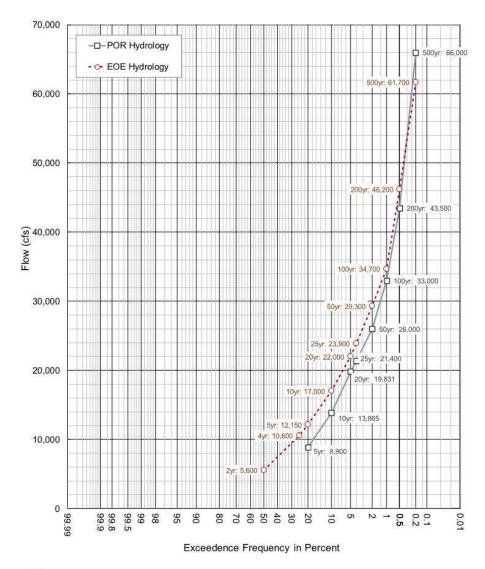












Exhibit 4 - Discharge Frequency Curve at Halstad Gage
Period of Record (POR) Hydrology vs Expert Opinion Elicitation / Wet Cycle (EOE/WET) Hydrology

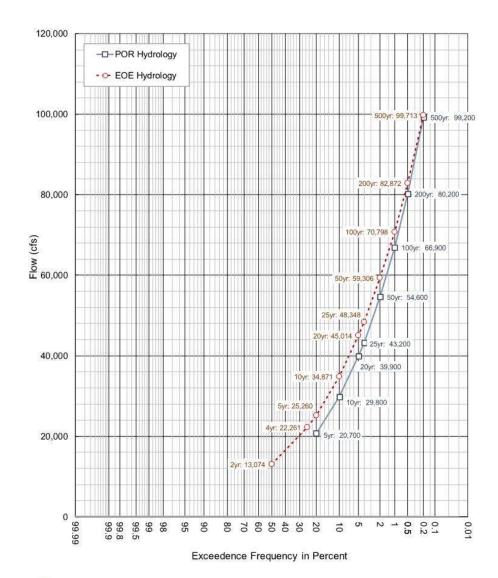












Exhibit 5 - Discharge Frequency Curve at Thompson Gage
Period of Record (POR) Hydrology vs Expert Opinion Elicitation / Wet Cycle (EOE/WET) Hydrology

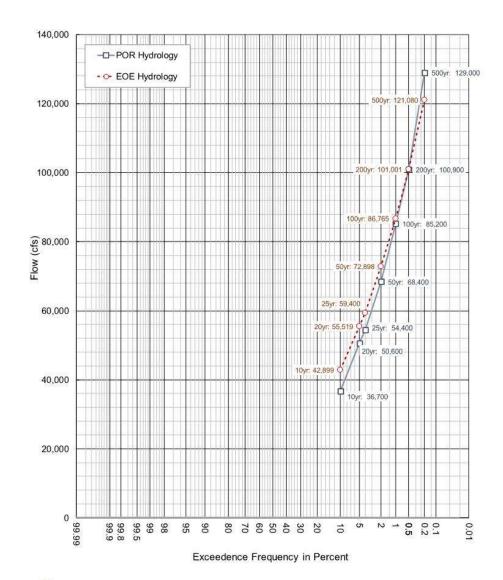












Exhibit 6 - Discharge Frequency Curve at Grand Forks Gage
Period of Record (POR) Hydrology vs Expert Opinion Elicitation / Wet Cycle (EOE/WET) Hydrology

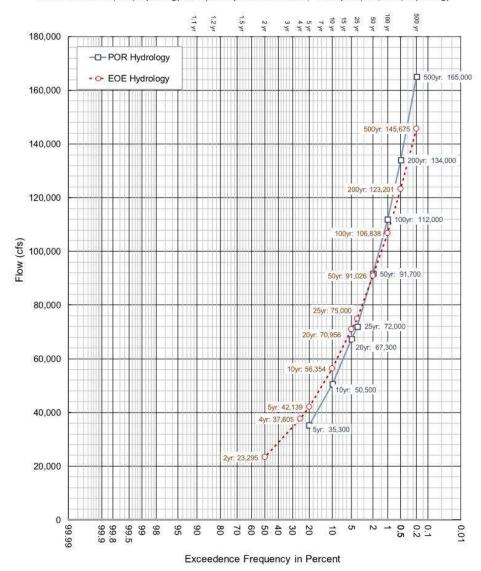












Exhibit 7 - Discharge Frequency Curve at Oslo Gage
Period of Record (POR) Hydrology vs Expert Opinion Elicitation / Wet Cycle (EOE/WET) Hydrology

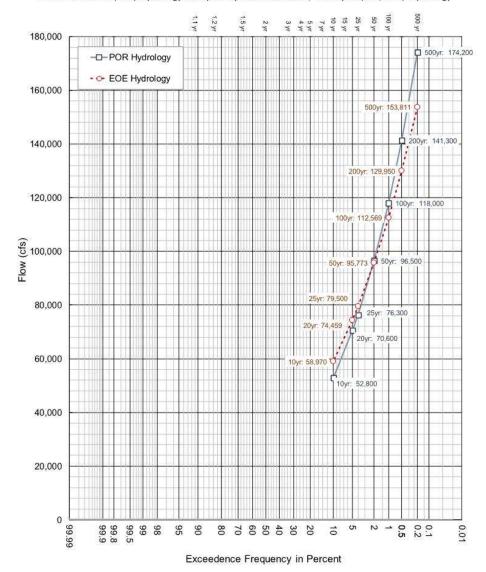




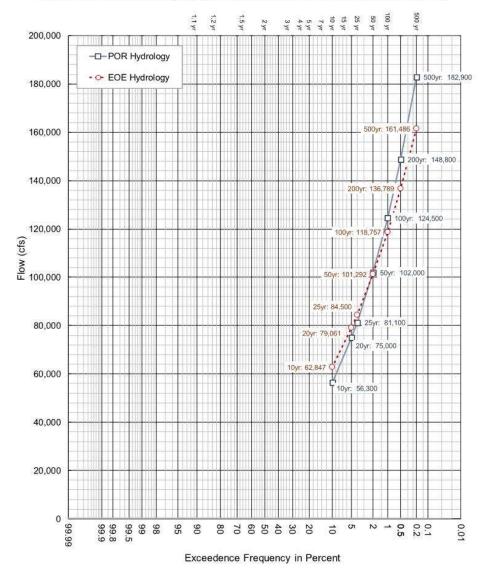








Exhibit 8 - Discharge Frequency Curve at Drayton Gage
Period of Record (POR) Hydrology vs Expert Opinion Elicitation / Wet Cycle (EOE/WET) Hydrology



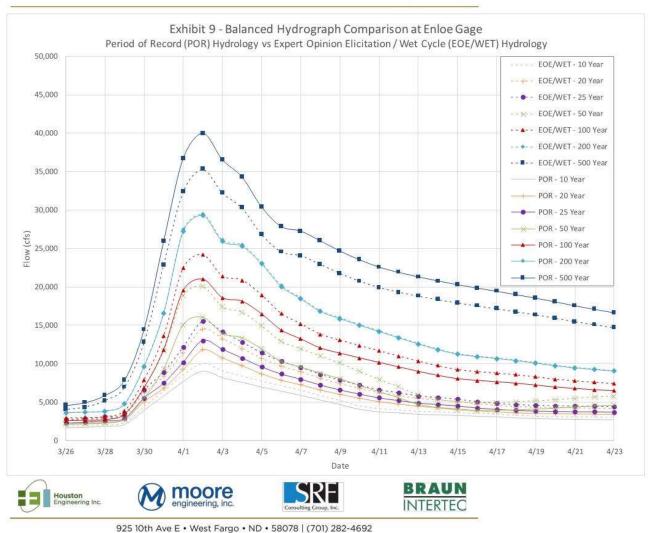






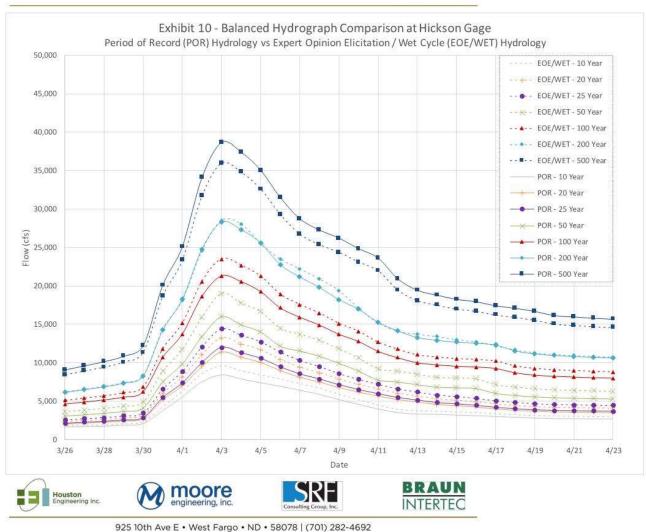




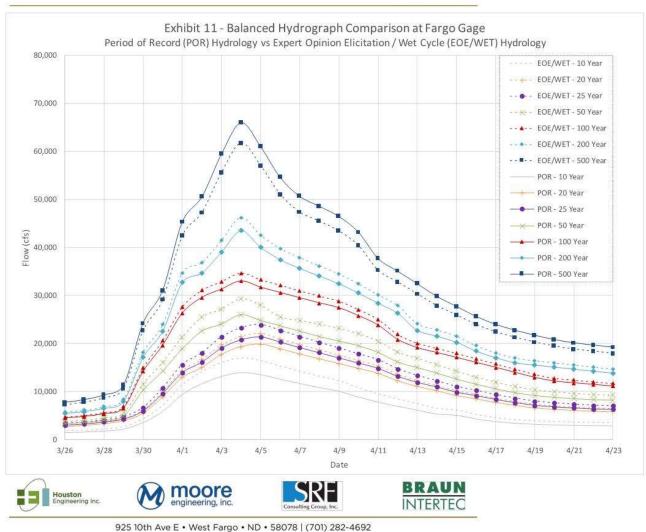


Appendix 1 – Hydrology Development Technical Memorandum

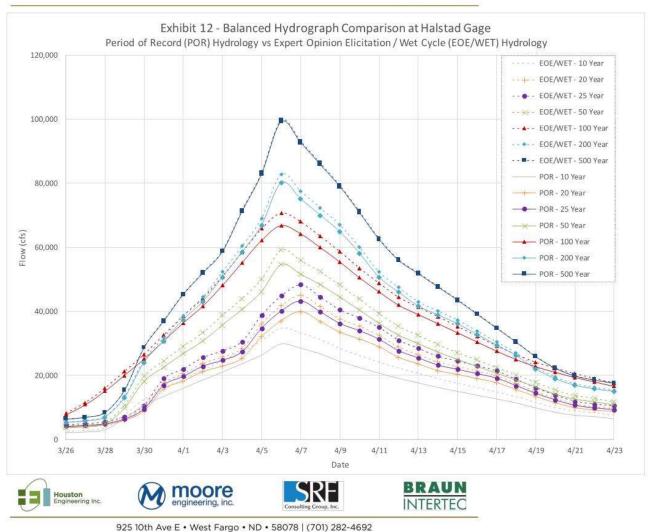




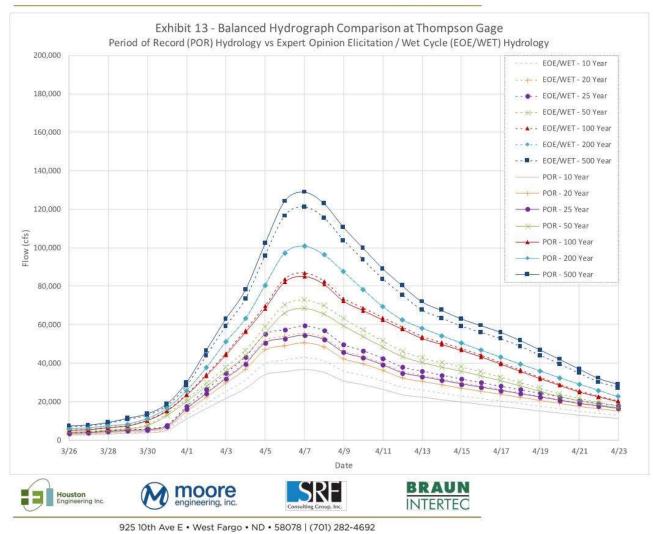




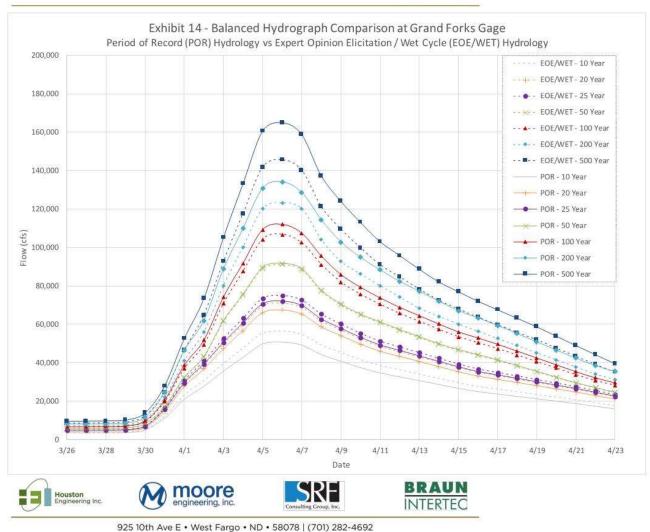




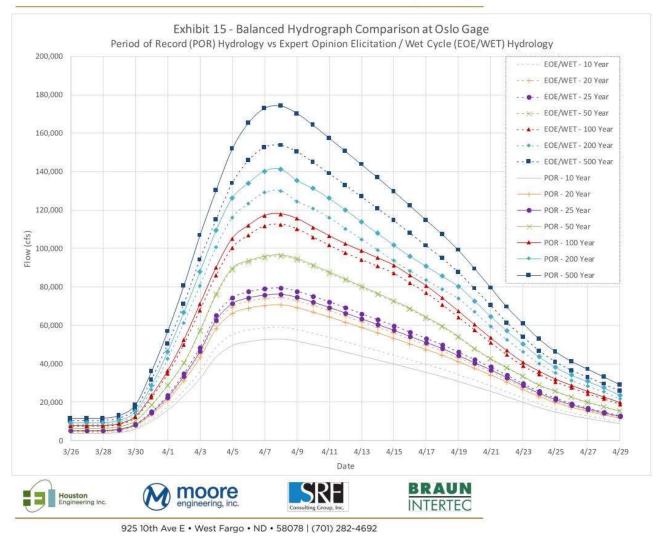




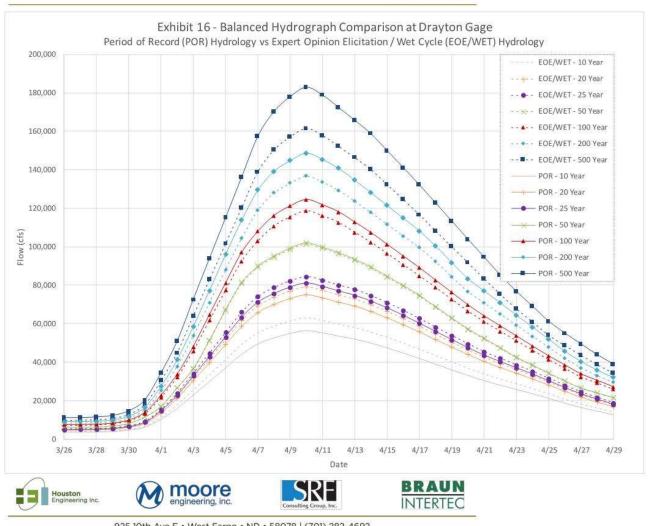














Appendix 2 - Appraisal Review Plan



Introduction

The Project will require acquisition of various land rights. Acquisitions will be conducted following the process defined in the Uniform Act (URA) (PL-91-646), the Code of Federal Regulations (49 CFR 24.104), along with any relevant state laws or regulations. The appraisals will be prepared in conformance with the Uniform Standards for Professional Appraisal Practice ("USPAP") and the standards of North Dakota or Minnesota (as appropriate).

Appraisal Review Process

Appraisal reviews are an important step in the land acquisitions process. As such, the Diversion Authority has adopted a plan to conduct formal appraisal reviews for each tract appraisal. The reviews shall be completed prior to beginning negotiations with the property owner. The following approach will be used for appraisal reviews for the Project.

- 1. The Diversion Authority has developed an independent appraisal review team. The team has identified qualified review appraisers and developed appraisal engagement and review tools, including the attached appraisal review certification report and appraisal review checklist.
- 2. The independent appraisal review team members, procedures, and tools have been reviewed and approved for adequacy by USACE as the Federal Agency overseeing the expenditure of federal funds.
- 3. The appraisal review team, using the guidance found in 49 CFR 24.102, will determine if informal value estimates or appraisals are required for the acquisition of each parcel.
- 4. To ensure consistency of methodology, quality assurance and confirmation, a Certified General Appraiser shall conduct a formal review on tract appraisals. The review appraiser will submit a signed cover letter certifying that each appraisal has been prepared in conformance with state (North Dakota or Minnesota) standards, and with the Uniform Standards of Professional Appraisal Practice (USPAP). The review submission will include a cover letter, the engagement documents, the tract appraisal report, and the review report.
- 5. Per the suggestion of the USACE Real Estate Division, USACE staff intends to review the appraisal file on 15 percent of the acquisitions. The review will include engagement documents provided to the tract appraiser, the tract appraisal report, and the review report.
- 6. USACE will be available to provide technical advice to the appraisal review team for those acquisitions that present unusually complex valuation issues.
- 7. The Diversion Authority shall attempt to use appraisers who have previously been vetted and approved by USACE Real Estate Division. When using new appraisers, the Diversion Authority appraisal review team shall determine if they are qualified to perform tract appraisals and for which property types. As a courtesy, the review team shall send the qualifications and sample appraisals of the new appraiser to USACE for awareness.
- 8. The PMC will track and document all appraisals and appraisal reviews (as well as acquisition documents) using a GIS-based system (ESRI Workflow Manager).



APPRAISAL REVIEW ANALYSIS and CERTIFICATION

PROPERTY OWNER:	
PROPERTY OIN#:	
Project:	FM Area Diversion Project
County:	
Parcel:	
PID #:	
Client:	[CCJWRD or MCCJPA]
Intended User:	[CCJWRD or MCCJPA]
Use/Purpose of Review:	To determine adequacy of appraisal for acquisition
Fee Owner:	
Property Rights Appraised:	
Property Address	
Appraisal Format Used:	
Zoning:	
Highest and Best Use:	
Impacted Improvements:	
Tract Size:	
Appraisal By:	
Date of Valuation:	
Date of Report:	
Review Appraiser:	
VALUE CONCLUSION:	
Fee Acquisition:	
TOTAL TAKINGS & DAMAGES:	



REVIEW APPRAISER'S CONCLUSIONS:

The report is compliant with USPAP and [North Dakota or Minnesota] Statutes, and the value conclusion is recommended for use as the basis for acquisition of the property.

Review Comments:			

Scope of Work

The scope of this assignment includes USPAP and USFLA compliance, a review of the comparable sales data, reviewing of the appraisal for completeness, accuracy and appraisal methodology, and to develop an opinion with regard to the appropriateness of the appraisal report.

Reviewer Assumptions and Limiting Conditions:

- The Appraisal Review is based on information and data contained in the appraisal report which
 is the subject of the review. Data and information from other sources may be considered. If so,
 they are identified and noted as such.
- It is assumed that such data and information are factual and correct.
- The reviewer reserves the right to consider any new or additional data or information which may subsequently become available.
- Unless otherwise stated, all assumptions and limiting conditions contained in the appraisal report, which are the subject of this appraisal review, are also conditions of this review.



REVIEW APPRAISER'S CERTIFICATION:

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.

I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three- year period immediately preceding acceptance of this assignment.

My compensation is not contingent upon an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report.

The appraisal review was made and the review report prepared in conformity with the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice and the [INSERT STATE CODE REFERENCE].

I have completed the requirements of the continuing education program in the State of [INSERT STATE] in which I am licensed.

I do not authorize the out-of-context quoting from, or the partial reprinting of this review report. Further, neither all nor any part of this review shall be disseminated to the general public by use of media for public consumption or public communication without prior written consent of the review appraiser signing this report.

The appraisal report contains data that was obtained by appraiser from the county and other sources. I assume that this information is accurate and have not verified this information.

Date:
Review Appraiser Signature
[ND of MN] License No:



APPRAISAL REVIEW CONSIDERATIONS:

GENERAL INFORMATION

- 1. Has the type of appraisal development been prominently stated? Note that the use of the Departure Provision is not acceptable for eminent domain purposes.
- 2. Has the purpose and reasoning for any Jurisdictional Exception been recognized in the development of the appraisal? Have the parts of USPAP that are voided by the Jurisdictional Exception been cited and has the legal authority justifying the action been disclosed?
- 3. Has the appraisal problem been identified and correctly interpreted?
- 4. Have the correct reporting format and reporting option been used and prominently stated?
- 5. Has the purpose of the appraisal been considered and identified?
- 6. Have the intended use and intended users of the appraisal been considered and identified?
- 7. Has the real property interest to be appraised been considered and identified?
- 8. Have the effective date of the appraisal and of the date of the report been considered and identified?
- 9. Have the proper definition of market value and its source been disclosed?
- 10. Has the link between the estimate of market value and specific exposure time been disregarded?
- 11. Has the scope of the appraisal been considered and adequately addressed?
- 12. Have all the extraordinary assumptions and limiting conditions been disclosed and considered?
- 13. Have all assumptions and limiting conditions that affect the analyses and conclusions been disclosed and considered?
- 14. Has an adequate history been provided for the subject; i.e., 10 years for the Uniform Standards, 5 years for North Dakota State standards or 3 years to meet USPAP requirements?
- 15. Has the owner or representative of the owner been afforded the right to accompany the appraiser on an inspection of the property?

BEFORE THE ACQUISITION

- 16. Has the larger parcel been properly and adequately described?
- 17. Has the highest and best use been properly and adequately analyzed?
- 18. Have existing land use regulations and probably modifications been properly and adequately analyzed? Identified and analyzed?
- 19. ACQUISITION
- 20. Has an adequate description of the part taken, including property rights acquired or encumbered been properly and adequately analyzed?
- 21. Has the impact of the acquisition / encumbrance on the remaining property been properly supported and explained?



AFTER THE ACQUISITION

- 22. Has the remaining larger parcel been properly and adequately described?
- 23. Has the highest and best use of the larger remaining parcel, as vacant and as improved, been properly and adequately analyzed?

VALUATION

- 24. Has all the information necessary to support the analysis, opinions and conclusions for all applicable valuation approaches, both before and after the acquisition, been properly developed and reported?
- 25. Has the exclusion of any of the usual valuation approaches been adequately explained and supported?
- 26. Have the strengths and weaknesses of all the applicable valuation approaches been reconciled into an indication of value?
- 27. Have any nominal damages to the remaining parcels been estimated either by the cost to cure method or through reasoning which fully explains those damages, and have any off-setting special benefits been fully explained and included?
- 28. Has an adequately explained and supported conclusion of the take including damages resulting from the acquisition / encumbrance been provided?
- 29. Does the reconciliation include consideration of any recent sale, offering, listing or option to purchase the subject property, as reported in the ten-year history?
- 30. Does the appraisal include a parcel summary or breakdown of the value of the parcel taken and or any improvements taken and any damages or special benefits to the remainder?

REPORTING REQUIREMENTS AND ACCEPTABILITY

- 31. Has an acceptable level of competence been demonstrated in the development, analysis and reporting of the appraisal?
- 32. Has an apparent ethical integrity been demonstrated in the development, analysis and reporting?
- 33. Has the ability to correctly employ recognized methods and techniques in the development of the appraisal been demonstrated in compliance with USPAP and the Uniform Act been included?
- 34. Has the ability to communicate the appraisal, in a manner that is sufficiently comprehensive and not misleading, been demonstrated?
- 35. Has the proper certification in compliance with USPAP been included?



Appendix 3 - Relocation Benefits

- A. Relocation Assistance Guidebook for Residential Owner/Occupants
- B. Relocation Assistance Guidebook for Businesses, Farm Operations, and Non-Profit Organizations
- C. Grain Bin Relocation Plan
- D. Policy and Procedure for Appeal of Relocation Benefits



Relocation Assistance Guidebook for Residential Owner/Occupants

Introduction

The Project will require the acquisition and relocation of several residential and non-residential properties that are currently located within the upstream mitigation area. The acquisition of non-residential properties will involve a valuation of the property, which may include both residential and non-residential real property. The valuation will be accomplished through an appraisal that follows the provisions of the Uniform Relocation Act (49CFP Part 24)

The acquisition and relocation activities associated with a residential component of one of the abovementioned property types will be handled according to the residential displacement process. These payments may include Moving costs and Replacement Housing Payments.

Applicable Laws

Uniform Relocation Assistance Act of 1970, as amended

Section 201: "The purpose of this title is to establish a uniform policy for fair and equitable treatment of persons displaced because of federal and federally assisted programs in order that such persons shall not suffer disproportionate injuries because of programs designed for the benefit of the public..."

North Dakota Century Code

North Dakota Century Code Chapter 54-01.1.

MN Statutes

Minnesota Statutes Sections 117.50-117.56.

General Information

Moving from your residence can be a significant interruption in your life. The Acquiring Agency recognizes the inconveniences placed upon you for this public project and is committed to do its best to provide you with information and assistance in the relocation process.

A Relocation Advisor who will explain your benefits and help to draw up your personal relocation plans will contact you. Your Relocation Advisor will work directly with you to help your relocation go as smoothly as possible, to guide you through the payment documentation requirements and procedures, and to ensure that you receive all benefits for which you are eligible.

A Land Agent will be contracted to assist with the relocation on this project. The Land Agent's contact information will be provided to the property owner and displaced persons.

Intent of this Guidebook

The relocation laws and regulations are quite complex. This guidebook is not meant to discuss the law and its procedures in detail. It is meant to give an overview of the relocation benefits and process applicable to residential tenants displaced by public projects. Please discuss all concerns and questions regarding your relocation with your Relocation Advisor to ensure your eligibility and prompt reimbursement of eligible relocation costs. Always contact your Relocation Advisor before you move or



finalize your relocation plans.

Definitions

- Acquiring Agency: An agency, such as the Cass County Joint Water Resource District (CCJWRD), or the Moorhead Clay County Joint Powers Authority (MCCJPA) which has the authority to acquire property.
- Comparable Replacement Dwelling: A dwelling which is decent, safe, and sanitary; functionally equivalent to the project site dwelling; adequate in size to accommodate the displaced person(s); in an area not subject to unreasonable adverse environmental conditions; in a location generally not less desirable than the location of the displaced person's project site with respect to public utilities and facilities and reasonably accessible to the person's place of employment; on a site that is typical in size for residential development with normal site improvements; currently available to the displaced person on the private market; and within the financial means of the displaced person.
- Decent, Safe, and Sanitary (DSS) Dwelling: A dwelling, which meets applicable housing and occupancy codes. The dwelling shall: be structurally sound, weather tight, and in good repair; contain a safe and adequate electrical wiring system; contain a heating system adequate for the climatic conditions of the dwelling's location; be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person(s); have a separate, well-lighted and ventilated bathroom, have a kitchen area with adequate plumbing and utility service connections; contain unobstructed egress to safe, open space at ground level or, if on the second story or above with access directly from or through a common corridor, the common corridor must have at least two means of egress; for a displaced person who is handicapped, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling.
- Displaced Person: Any person who moves from the project site real property or moves his or
 her personal property from the project site real property as a direct result of a written notice of
 intent to acquire, the initiation of negotiations for, or the acquisition of, such project site real
 property for a project; or who moves permanently as a direct result of rehabilitation or
 demolition for a project.

A displaced person will be classified as:

- o An **owner occupant** of a residential property (includes mobile homes); or
- A <u>tenant occupant</u> of a residential property (includes mobile homes and sleeping rooms); or
- O A business, farm, or nonprofit organization.
- Dwelling: The place of customary and usual residence of a person, according to local customs or law.
- **Mortgage**: Such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of, real property under the laws of the State in which the real property is located.
- Owner of a dwelling: A person who purchases or holds any of the following interests in real property: 1) fee title, a life estate, a land contract, a 99-year lease, or a lease including any



options for extension with at least 50 years to run from the date of acquisition; or 2) an interest in a cooperative housing project which includes the right to occupy a dwelling; or 3) a contract to purchase any of the interests described in 1) or 2) above; or 4) any other interest which in the judgment of the Agency warrants considerations of ownership.

- **Person**: Any individual, family, partnership, corporation, or association.
- Utility costs: Expenses for heat, lights, water and sewer.

Notice to Move

If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of the date by which you will have to move/vacate the project site. This 90-day notice to vacate cannot be given to you until the Acquiring Agency provides you with information on at least one available comparable replacement dwelling.

Moving Cost Benefits

As a residential owner/occupant who is considered a displaced person, per the above-listed definition, you may choose either:

Documented costs – Includes packing, unpacking, transportation up to 50 miles, moving insurance, and disconnection/reconnection of appliances and personal property. The cost of any actual expense must be considered reasonable by the Agency. Storage costs may be allowed if it is necessary to store personal property while waiting for another home, but the Agency must give prior approval of this storage before the move.

OR

Fixed Moving Cost Payment – based on the Federal Highway Administration's "per room" cost schedule found below. This payment does not require documentation of the actual costs incurred in the move, and you will not be eligible for reimbursement of any other moving-related expenses such as reconnection costs. The schedule is structured to include all moving expenses.

Moving Schedule

The occupant provides furniture

Rooms	1	2	3	4	5	6	7	8	Each Additional	
									Room	
Amount	\$495	\$715	\$900	\$1080	\$1265	\$1415	\$1510	\$1695	\$185	



The occupant does not provide furniture

Rooms	1	Each Additional Room
Amount	\$430	\$65

Replacement Housing Payments

If you have owned and occupied your present home for 90 days or more prior to the date of the Agency's offer to purchase, you may be eligible for supplemental replacement housing benefits. These benefits are in addition to the fair market value of your property. You must purchase and occupy a decent, safe, and sanitary replacement dwelling within one year of the date you move from your present home to be eligible for a replacement housing payment. The Agency will compute the amount of payment to which you are entitled, applying the following guidelines required by the Uniform Relocation Act. There are three (3) "components" of the Purchase Supplement (Replacement Housing Payment for Homeowners). They are:

1. <u>Price Differential</u>. This is the amount by which the cost of a "comparable" replacement dwelling exceeds the acquisition cost of the project dwelling. The agency will inform you in writing of the location and cost of comparable replacement housing and the designated comparable which will be used in any replacement housing benefit computations so that you will know in advance the maximum amount of price differential payment you may receive.

You may purchase any decent, safe, and sanitary housing of your choice. If the purchase price is less than the cost of the comparable replacement home, the payment will be limited to the actual difference. If the purchase price of your chosen replacement home exceeds the cost of the designated comparable replacement home, the payment will be based on the cost of the comparable.

Examples: Say the Agency pays **\$200,000.00** to purchase your home and the designated comparable home costs **\$220,000.00**.

If you pay \$210,000.00 for your chosen decent, safe, and sanitary replacement home, you would receive a \$10,000.00 price differential payment.

If you pay \$220,000.00 or higher for your chosen decent, safe, and sanitary replacement home, you would receive a \$20,000.00 price differential (the maximum difference between the \$200,000.00 acquisition price and the \$220,000.00 comparable price).

2. <u>Increased Mortgage Interest</u>. You may be reimbursed for increased mortgage interest costs if the interest rate on your new mortgage exceeds that of your present mortgage. This amount covers the "present value" of the increased costs of the higher interest rate versus the lower rate, based on the lesser of the mortgage balance on the present home or the new mortgage amount, and the lesser of the old mortgage term or the new mortgage term. In order for you to be eligible, your project dwelling must have been encumbered by a bona fide mortgage for at



- least 180 days prior to the Agency's offer to acquire.
- 3. <u>Incidental Expenses (Closing Costs)</u>. You may be reimbursed for certain extra expenses typically charged when one buys real property such as reasonable costs of title search, recording fees, property survey fees, appraisal fees, credit report fees. Reimbursement for costs of title insurance, revenue stamps, and transfer taxes are limited to what those costs would be to buy comparable replacement home. Prepaid expenses such as real estate taxes and property insurance are not eligible costs.

Documentation for Purchase Supplement Replacement Housing Payments

The documentation required for purchase supplement replacement housing payments includes copies of the following: closing statement for the Agency's purchase of your present home, replacement house purchase agreement, the good faith estimate of closing costs provided to you by your lender, a copy of the settlement statement on your new home, and a copy of your new mortgage note, and other data which may be needed to support the payment calculations. Your Relocation Advisor will review these requirements with you and help you to obtain the necessary documentation. (Also, please remember that your Relocation Advisor must perform an inspection of your chosen replacement home to insure it meets the decent, safe, and sanitary housing standards.)

Fair Housing

The Fair Housing Law (Title VIII of the Civil Rights Act of 1968) sets forth the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States. This Act and later Acts and amendments make discriminatory practices in the purchase and rental of most residential units illegal if based on race, color, religion, sex, or national origin.

Relocation Benefits (Not Taxable Income)

No relocation payment will be considered as income for the Internal Revenue Code of 1954, redesigned as the Internal Revenue Code of 1986, or for determining eligibility for or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal law, except for any Federal law providing low-income housing assistance.

Relocation Advisory Assistance

Your Relocation Advisor will personally interview you to:

- 1. Determine your needs and preferences for your move/replacement housing.
- 2. Explain relocation benefits, the process involved with relocation, and the payment documentation requirements.
- 3. Offer advice/explanations and assistance, including transportation to view replacement housing if necessary.
- 4. Assure availability of a comparable property prior to your being required by the acquiring agency to move.
- 5. Provide referrals to available replacement properties, as necessary and reasonable.
- 6. Provide the amount of the replacement housing payment in writing.



7. Inspect houses for decent, safe, and sanitary acceptability.

Your Right of Appeal

Any displaced person may appeal the acquiring agency's determination of their eligibility for relocation assistance or the approved payment amount. An appeal must be in writing and sent directly to the acquiring agency. A written appeal of a denied claim for relocation assistance and payments must be submitted within three months after relocating. Your relocation advisor will provide you with the acquiring agency address if you wish to file a relocation appeal.

Summary of Relocation Payments

Residential homeowner /occupants who are considered displaced persons, eligible for relocation assistance, may be entitled to receive payment for:

- 1. Moving expenses, in the form of either:
 - a. Documented actual moving and related (reconnection) costs; or
 - b. A fixed payment instead of documented costs, based on a room count schedule.
- 2. Replacement housing benefits:
 - a. For an owner / occupant of over 180 days, purchase supplement replacement housing benefits, if a DSS replacement dwelling is purchased; or
 - b. For owner occupants of over 90 days, rental assistance benefits if a DSS replacement dwelling is rented or down payment assistance if a DSS replacement home is purchased.
- 3. Relocation advisory assistance and referrals.



Relocation Assistance Guidebook for Businesses, Farm Operations, and Non-Profit Organizations

Introduction

The Project will require the acquisition and relocation of several non-residential properties (including active farmsteads) that are currently located within the upstream mitigation area. The acquisition of non-residential properties will involve a valuation of the property, which may include both residential and non-residential real property. The valuation will be accomplished through an appraisal and following the provisions of the Uniform Relocation Act (49CFR Part 24) and appropriate North Dakota Century Code and Minnesota Statutes.

The acquisition and relocation activities associated with a residential component of one of the abovementioned property types will be handled according to the residential displacement process. These payments may include Moving costs and Replacement Housing Payments.

The relocation and re-establishment of non-residential properties can be complex, given the individual situations at each of the potentially impacted sites. The relocation and re-establishment will be accomplished following guidance in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and appropriate North Dakota Century Code and Minnesota Statutes as the basis for establishing the standards for property acquisitions. However, the URA gives latitude to the acquiring Agencies for unique situations. The Diversion Authority (and the acquiring Agencies) has developed this non-residential acquisition and relocation guidebook to provide more certainty and guidance to property owners.

It should be noted that this guidebook is applicable to the owners and/or operators of active non-residential property operations that are impacted by the Project. Non-residential properties are those that have an active commercial or farming business function.

Intent of This Guidebook

The relocation laws and regulations are quite complex. This guidebook is not meant to discuss the law and its procedures in detail. It is meant to give an overview of the relocation benefits and process applicable to businesses, farm operations, or nonprofit organizations displaced by public projects. Please discuss all concerns and questions regarding your relocation transaction with your Relocation Advisor to ensure your eligibility and prompt reimbursement of eligible relocation costs. Always contact your Relocation Advisor before you move or finalize your relocation plans.

Applicable Laws

Uniform Relocation Assistance Act of 1970, as amended

Section 201: "The purpose of this title is to establish a uniform policy for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs in order that such persons shall not suffer disproportionate injuries as a result of programs designed for the benefit of the public..."



North Dakota Century Code

North Dakota Century Code Chapter 54-01.1.

MN Statutes

Minnesota Statutes Sections 117.50-117.56.

General Information

Moving your business can be a significant interruption in your life. The acquiring Agency recognizes the inconveniences placed upon your business for this public project and is committed to do its best to provide you with information and assistance in the relocation process. It is important to note that the relocation program is an "assistance" program. It is not intended to, nor will it address every possible scenario that may arise.

A Land Agent will be contracted to assist with the relocation on this project. The Land Agent's contact information will be provided to the property owner and displaced persons. The Land Agent, or a separate Relocation Advisor, whose job it is to explain your benefits and help you draw up your business relocation plans, will contact you. Your Land Agent or Relocation Advisor will work directly with you to help your relocation go as smoothly as possible, to guide you through the payment documentation requirements and procedures, and to ensure that your business receives all benefits for which it may be eligible.

You must keep your Relocation Advisor informed about your moving plans. You must provide the Advisor with reasonable advance written notice of the approximate date of the start of your move and an inventory of the items to be moved. You must permit the Relocation Advisor to make reasonable and timely inspections of the personal property at the project site and replacement/storage locations and to monitor the move. Failure to do this could jeopardize your claim.

Relocation Benefits (Not Taxable Income)

No relocation payment will be considered as income for the purpose of the Internal Revenue Code of 1954, re-designated as the Internal Revenue Code of 1986, or for the purpose of determining eligibility for or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal law, except for any Federal law providing low-income housing assistance.

Betterments

The non-residential properties owner/operator will have abundant opportunity to consider making betterment investments into a non-residential properties site. The betterments will be considered the responsibility of the property owner/operator.

Definitions

- Acquiring Agency: An agency, such as the Cass County Joint Water Resource District (CCJWRD), or the Moorhead Clay County Joint Powers Authority (MCCJPA) which has the authority to acquire property.
- Business: Any lawful activity, with the exception of a farm operation, conducted primarily for the
 purchase, sale, lease, or rental of personal or real property, or for the manufacture, processing,
 or marketing of products, commodities, or any other personal property, or for the sale of services



to the public.

- **Displaced Person:** Any person who moves from the project site real property or moves his or her personal property from the project site real property as a direct result of a written notice of intent to acquire, the initiation of negotiations for, or the acquisition of, such project site real property for a project; or who moves permanently as a direct result of rehabilitation or demolition for a project.
 - A displaced person will be classified as: A business, farm, or nonprofit organization
- Farm: Any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.
- **Nonprofit Organization**: A public or private entity that has established its nonprofit status under applicable federal or state law.
- **Person:** Any individual, family, partnership, corporation, or association.
- **Small Business:** Any business, nonprofit organization, or farm having not more than 500 employees at the project site, except a business displaced from a site occupied by outdoor advertising signs, displays, or devices.
- Tenant: A person, who has the temporary use and occupancy of real property owned by another.
- Unlawful occupancy: A person who has been ordered to move by a court of competent
 jurisdiction prior to the initiation of negotiations or who is determined by the Agency to be a
 squatter occupying the real property without the permission of the owner.

Notice to Move

If possible, a mutually agreeable date for your move will be worked out. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of the date by which you will have to move/vacate the project site.

Eligible Categories for Actual Moving and Re-Establishment:

Any owner-occupant or tenant who qualifies as a displaced person and who moves from a dwelling (including a mobile home) or who moves from a business, farm or nonprofit organization is entitled to payment of his or her actual moving and related expenses, as the Agency determines to be reasonable and necessary.

For moves from a business, farm or nonprofit organization, personal property as determined by an inventory from a business, farm or nonprofit organization may be moved by one or a combination of the following methods:

- **Commercial move**. Based on the lower of two bids or estimates prepared by a commercial mover. At the Agency's discretion, payment for a low cost or uncomplicated move may be based on a single bid or estimate.
- Self-move. A self-move payment may be based on one or a combination of the following:



Eligible Actual Moving Expenses

- Transportation of the displaced person and personal property. Transportation costs for a
 distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond
 50 miles is justified.
- 2. Packing, crating, unpacking, and uncrating of the personal property.
- 3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
- 4. Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
- 5. Insurance for the replacement value of the property in connection with the move and necessary storage.
- 6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
- 7. Other moving-related expenses that are not listed as ineligible under URA §24.301(h), as the Agency determines to be reasonable and necessary.
- 8. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.
- 9. The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
- 10. The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.
- 11. Any license, permit, fees or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, fees or certification.
- 12. Professional services as the Agency determines to be actual, reasonable and necessary for:
 - a. Planning the move of the personal property;
 - b. Moving the personal property; and
 - c. Installing the relocated personal property at the replacement location.
- 13. Re-lettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.
- 14. Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment shall consist of the lesser of:
 - a. The fair market value in place of the item, as is for continued use, less the proceeds from its sale. (To be eligible for payment, the claimant must make a good faith effort to



- sell the personal property, unless the Agency determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value shall be based on the cost of the goods to the business, not the potential selling prices.); or
- b. The estimated cost of moving the item as is, but not including any allowance for storage; or for reconnecting a piece of equipment if the equipment is in storage or not being used at the acquired site.
- 15. The reasonable cost incurred in attempting to sell an item that is not to be relocated.
- 16. Purchase of substitute personal property. If an item of personal property, which is used as part of a business or farm operation is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:
 - a. The cost of the substitute item, including installation costs of the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or
 - b. The estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At the Agency's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.
- 17. Searching for a replacement location. A business or farm operation is entitled to reimbursement for actual expenses, not to exceed \$2,500, as the Agency determines to be reasonable, which are incurred in searching for a replacement location, including:
 - a. Transportation;
 - b. Meals and lodging away from home;
 - c. Time spent searching, based on reasonable salary or earnings;
 - d. Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such sites;
 - e. Time spent in obtaining permits and attending zoning hearings; and
 - f. Time spent negotiating the purchase of a replacement site based on reasonable salary or earnings.
- 18. Low value/high bulk. When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the displacing Agency, the allowable moving cost payment shall not exceed the lesser of: The amount which would be received if the property were sold at the site or the replacement cost of a comparable quantity delivered to the new business location. Examples of personal property covered by this provision include, but are not limited to, stockpiled sand, gravel, minerals, metals and other similar items of personal property as determined by the Agency.

Ineligible Moving and Related Expenses

A displaced person is not entitled to payment for:

- 1. The cost of moving any structure or other real property improvement in which the displaced person reserved ownership
- 2. Interest on a loan to cover moving expenses
- 3. Loss of goodwill
- 4. Loss of profits
- 5. Loss of trained employees



- Any additional operating expenses of a business or farm operation incurred because of operating in a new location except as provided in URA §24.304(a)(6)
- 7. Personal injury
- 8. Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Agency
- 9. Expenses for searching for a replacement dwelling
- 10. Physical changes to the real property at the replacement location of a business or farm operation except as provided in URA §§24.301(g)(3) and 24.304(a)
- 11. Costs for storage of personal property on real property already owned or leased by the displaced person
- 12. Refundable security and utility deposits

Related Non-Residential Eligible Expenses (pursuant to URA §24.303)

The following expenses, in addition to those provided by URA §24.301 for moving personal property, shall be provided if the Agency determines that they are actual, reasonable and necessary:

- 1. Connection to available nearby utilities from the right-of-way to improvements at the replacement site.
- 2. Professional services performed prior to the purchase or lease of a replacement site to determine its suitability for the displaced person's business operation including but not limited to, soil testing, feasibility and marketing studies (excluding any fees or commissions directly related to the purchase or lease of such site). Professional services costs must be reasonable and must receive prior authorization from the Acquiring Agency to be eligible for reimbursement.
- 3. Impact fees or one-time assessments for anticipated heavy utility usage, as determined necessary by the Agency.

Re-Establishment Expenses for Non-Residential Moves

In addition to the payments available under URA §§24.301 and 24.303 of this subpart, a small business, as defined in §24.2(a)(24), farm, or nonprofit organization is entitled to receive a payment, (up to \$50,000 in Minnesota) for expenses actually incurred in relocating and re-establishing such small business, farm, or nonprofit organization at a replacement site.

Eligible Re-Establishment Expenses

Re-establishment expenses must be reasonable and necessary and must receive prior authorization from the Acquiring Agency to be eligible for reimbursement. Re-establishment expenses include, but are not limited to, the following:

- 1. Repairs or improvements to the replacement real property as required by Federal, State, or local law, code, or ordinance
- 2. Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business
- 3. Construction and installation costs for exterior signing to advertise the business



- Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling, or carpeting
- 5. Licenses, fees, and permits when not paid as part of moving costs
- 6. Advertisement of replacement location
- 7. Estimated increased costs of operation during the first two years at the replacement site for such items as:
 - a. Lease or rental charges
 - b. Personal or real property taxes
 - c. Insurance premiums
 - d. Utility charges, excluding impact fees
- 8. Other items that the Agency considers essential to the re-establishment of the business
- 9. Specific guidance for North Dakota re-establishment:
 - a. The total of the above Reestablishment Expenses noted above, numbers 3, 5, 6, 7, and 8, shall not exceed a combined total of \$25,000.
 - b. Of the above Reestablishment Expenses noted above, all expenses in numbers 1, 2, and 4 that are actual, reasonable, and necessary (as determined by the Acquiring Agency), are eligible expenses.

Ineligible Re-Establishment Expenses

The following is a nonexclusive listing of reestablishment expenditures not considered to be reasonable, necessary, or otherwise eligible:

- 1. Purchase of capital assets, such as, office furniture, filing cabinets, machinery, or trade fixtures
- 2. Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation
- 3. Interest on money borrowed to make the move or purchase the replacement property
- 4. Payment to a part-time business in the home which does not contribute materially (defined at URA §24.2(a)(7)) to the household income

Additional Guidance on Re-Establishment

Is new construction at the replacement site eligible for reimbursement as a re-establishment expense?

The cost of constructing a new business building on the vacant replacement property is a capital expenditure and is generally ineligible for reimbursement as a reestablishment expense. In those rare instances when a business cannot relocate without construction of a replacement structure, the Acquiring Agency may waive §304(b)(1) under the provisions of §24.7. An example of such an instance would be in a rural area where there are no suitable buildings available and the construction of a replacement structure will enable the business to remain a viable commercial operation.

To address this situation, the Diversion Authority has established the Rural Impact Mitigation Program (RIMP). The RIMP is presented in a different section of this Property Rights Acquisition and Mitigation Plan.



What re-establishment expense costs are eligible for reimbursement if a displaced business occupies a shell structure?

Basically all of the costs listed under §24.304(a) are eligible if considered actual, reasonable and necessary for the operation of the business. In markets where existing and new buildings are available for rental (and sometimes for purchase), the buildings or the various units available within the buildings often have only the basic amenities such as heat, light, and water, and sewer available. These buildings or units are shells. The cost of the building (shell) is not an eligible expense because the shell is considered a capital real estate improvement (a capital asset). However, this determination does not preclude the consideration by an agency of certain modifications to an existing replacement business building. Eligible improvements or modifications up to \$50,000 may include the addition of necessary facilities such as bathrooms, room partitions, built-in display cases and similar items, if required by Federal, State or local codes, ordinances, or simply considered reasonable and necessary for the operation of the business.

Fixed Payment (in lieu of actual moving expenses) **Businesses**

A displaced business may be eligible to choose a fixed payment in lieu of the payments for actual moving and related expenses, and actual reasonable reestablishment expenses provided by URA §§24.301, 24.303 and 24.304. Such fixed payment, except for payment to a nonprofit organization, shall equal the average annual net earnings of the business, as computed in accordance with paragraph (e) of this section, but not less than \$1,000 nor more than \$40,000. The displaced business is eligible for the payment if the Agency determines that:

- 1. The business owns or rents personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move and, the business vacates or relocates from its displacement site.
- 2. The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings). A business is assumed to meet this test unless the Agency determines that it will not suffer a substantial loss of its existing patronage.
- 3. The business is not part of a commercial enterprise having more than three other entities which are not being acquired by the Agency, and which are under the same ownership and engaged in the same or similar business activities.
- 4. The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others.
- 5. The business is not operated at the displacement site solely for the purpose of renting the site to others.
- 6. The business contributed materially to the income of the displaced person during the two taxable years prior to displacement. (See URA §24.2(a)(7).)

In determining whether two or more displaced legal entities constitute a single business, which is entitled to only one fixed payment, all pertinent factors shall be considered, including the extent to which:



- 1. The same premises and equipment are shared.
- 2. Substantially identical or interrelated business functions are carried out and business and financial affairs are commingled.
- 3. The entities are held out to the public, and to those customarily dealing with them, as one business.
- 4. The same person or closely related persons own, control, or manage the affairs of the entities.

Farm Operation

A displaced farm operation (defined in URA §24.2(a)(12)) may choose a fixed payment, in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses, in an amount equal to its average annual net earnings as computed in accordance with the paragraph below, but not less than \$1,000 nor more than \$40,000.

Calculation of Average Annual Net Earnings of a Business or Farm Operation: The average annual net earnings of a business or farm operation are one-half of its net earnings before Federal, State, and local income taxes during the two taxable years immediately prior to the taxable year in which it was displaced. If the business or farm was not in operation for the full two taxable years prior to displacement, net earnings shall be based on the actual period of operation at the displacement site during the two taxable years prior to displacement, projected to an annual rate. Average annual net earnings may be based upon a different period of time when the Acquiring Agency determines it to be more equitable. Net earnings include any compensation obtained from the business or farm operation by its owner, the owner's spouse, and dependents. The displaced person shall furnish the Acquiring Agency proof of net earnings through income tax returns, certified financial statements, or other reasonable evidence, which the Acquiring Agency determines is satisfactory.

In the case of a partial acquisition of land, which was a farm operation before the acquisition, the fixed payment shall be made only if the Acquiring Agency determines that:

- 1. The acquisition of part of the land caused the operator to be displaced from the farm operation on the remaining land; or
- 2. The partial acquisition caused a substantial change in the nature of the farm operation.

Relocation Advisory Assistance

Your relocation advisor will personally interview you to:

- 1. Determine your needs and preferences for your move/replacement location.
- 2. Explain relocation benefits, the process involved with relocation, and the payment documentation requirements.
- 3. Offer advisory services regarding the move, explanations of relocation benefits and procedures, and other assistance as necessary.
- 4. Research for and provide referrals to available replacement properties, as requested.
- 5. Provide the amount of the relocation benefits, as approved, in writing.



Your Right of Appeal

Any displaced person may appeal the acquiring agency's determination of their eligibility for relocation assistance or the approved payment amount. An appeal must be in writing and sent directly to the acquiring agency. A written appeal of a denied claim for relocation assistance and payments must be submitted within three months after relocating. Your relocation advisor will provide you with the acquiring agency address if you wish to file a relocation appeal.

Rent-Back

If an existing non-residential property is acquired before it is required for removal, the Diversion Authority (or the acquiring Agency) will consider renting the non-residential property site back to the current owner/operator to allow time for a new non-residential properties site to be established.



Rural Impact Mitigation Program

Introduction

The Fargo-Moorhead Area Diversion Project (Project) will impact approximately two dozen existing farmsteads and rural businesses. Several of these farmsteads and rural businesses will be displaced due to potential Project impacts, and suitable replacement sites for the displaced farmsteads and rural businesses may not be readily available. Due to the regional importance of these farmsteads and rural businesses to the region, the Diversion Authority has established the Rural Impact Mitigation Program (RIMP) to provide financial assistance to help with relocation and re-establishment of the displaced farmsteads and rural businesses.

Program Intention and Framework

Owners of displaced farmsteads and businesses may be entitled to payments for real property and relocation benefits under the Uniform Relocation Act (URA), depending on individual circumstances. The just compensation paid for acquisition of properties through the URA may not be enough to acquire and build (if necessary) a suitable replacement property.

The RIMP establishes the protocols and financial allowances to help relocate and reestablish farmsteads, businesses and nonprofit organizations impacted by the Project when URA payments are not enough to do so. One of the purposes of the RIMP is to assist in reestablishing displaced farmsteads and businesses thereby helping maintain the economic vitality of the local farm and rural business community. Details associated with the RIMP include:

- 1. The RIMP is for situations where a suitable replacement site is not available for the displaced business, as determined by the acquiring agency.
- 2. To be eligible for RIMP benefits, the property owner must operate (or lease a facility for) a farmstead, business, or non-profit from the displacement site.
- 3. To be eligible for RIMP benefits, the replacement site must be constructed in the vicinity of the Project, generally considered within the counties of Cass and Richland in North Dakota, and Clay and Wilkin in Minnesota.
- 4. Displaced landlords must make reasonable efforts to accommodate displaced business tenants for them to be eligible for RIMP payments.
- 5. The RIMP payment would be in the form of a forgivable loan with provisions that the loan recipient continue to utilize the newly constructed farmstead or business for the purposes in which the loan was intended. Owners of displaced farmsteads and businesses would be required to spend the RIMP payments on re-establishing their operations and operating them for 10-years after the RIMP payment is made to receive full loan forgiveness. The loan amount would be based on actual costs. The loan amount would be fixed at full-value for 5-years, then be



- reduced 20 percent per year for the next 5-years. The loan would be fully transferrable if the property owner sells the farmstead, business, or non-profit operation.
- Consistent with the typical acquisition process, an appraisal will be obtained to establish the market value of the existing real property on which an existing farmstead, business, or nonprofit operation.
- 7. A relocation consultant will work with the owner of the property to identify and classify items as real estate or moveable personal property.
- 8. Farmstead and business specialists will help establish the requirements to re-create a functionally equivalent farmstead or business site. This may include:
 - a. Determining the replacement cost for construction of a functionally equivalent farmstead or business.
 - b. Determining the site improvement costs necessary for the farmstead or business.
 - c. Preparing a report for each farmstead or business site summarizing the re-build and functionally equivalent replacement cost.
 - d. Conducting onsite meetings/inspections with farmstead or business site owners/operators.
- 9. The land agent will be responsible for preparing a comprehensive mitigation report including the market value, relocation benefits, and RIMP benefits



Grain Bin Relocation Plan

Introduction

The Fargo-Moorhead Area Diversion Project (Project) is estimated to impact over 200 existing grain bins, primarily in the Upstream Mitigation Area. Many of these grain bins or grain storage systems will need to be relocated due to potential impacts from the Project. Due to the importance of grain bins to farmers and producers in the region, the Diversion Authority has established a specific approach for the relocation of grain bins that are impacted by the Project.

Grain Bins will be Considered Personal Property

The Diversion Authority (and the acquiring Agencies) has elected to consider grain bins as personal property. This designation allows the grain bins to be relocated as described in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). Under this designation, the owners of the grain bins will be reimbursed for the lesser of the cost to move the existing grain bins, or the cost to purchase new grain bins. If the property owners elect to purchase new grain bins, the cost could be partially reimbursed under the substitute personal property provision. Lastly, the grain bin owners could choose to be compensated for their grain bins under the direct loss provision if they elect to not replace their grain bins. Details associated with the grain bin relocation plan are presented in the following sections.

General Regulations Related to Moving Personal Property

Eligible actual moving expenses include the following:

- 10. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
- 11. Packing, crating, unpacking, and uncrating of the personal property.
- 12. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
- 13. Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
- 14. Insurance for the replacement value of the property in connection with the move and necessary storage.
- 15. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.



- 16. Other moving-related expenses that are not listed as ineligible under URA §24.301(h), as the Agency determines to be reasonable and necessary.
- 17. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.
- 18. The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
- 19. The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.
- 20. Any license, permit, fees or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, fees or certification.
- 21. Professional services as the Agency determines to be actual, reasonable and necessary for:
 - a. Planning the move of the personal property.
 - b. Moving the personal property.
 - c. Installing the relocated personal property at the replacement location.
- 22. Re-lettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.
- 23. Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. **Discussed in greater detail below**
- 24. The reasonable cost incurred in attempting to sell an item that is not to be relocated.
- 25. Purchase of substitute personal property. Discussed in greater detail below
- 26. Searching for a replacement location. A business or farm operation is entitled to reimbursement for actual expenses, not to exceed \$2,500, as the Agency determines to be reasonable, which are incurred in searching for a replacement location, including:
 - a. Transportation.
 - b. Meals and lodging away from home.
 - c. Time spent searching, based on reasonable salary or earnings.
 - d. Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such sites.
 - e. Time spent in obtaining permits and attending zoning hearings.
 - f. Time spent negotiating the purchase of a replacement site based on reasonable salary or earnings.
- 27. Low value/high bulk. When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the displacing Agency, the allowable moving cost payment shall not exceed the lesser of: The amount which would be received if the property were sold at the site or the replacement cost of a comparable quantity delivered to the new business location. Examples of personal property covered by this provision include, but are not limited to, stockpiled sand, gravel, minerals, metals and other similar items of personal property as determined by the Agency.



Substitute Personal Property

If an item of personal property, which is used as part of a business or farm operation is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:

- 1. The cost of the substitute item, including installation costs of the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or
- The estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At the Agency's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.

Property owners will be asked to obtain at least two quotes for relocating existing grain bins, and at least two quotes for construction of new grain bins. The Diversion Authority (or the acquiring Agency) will reimburse the owner of the grain bins based on the lower of the two quotes for the selected relocation option.

Direct Loss

Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment shall consist of the lesser of:

- The fair market value in place of the item, as is for continued use, less the proceeds from its
 sale. (To be eligible for payment, the claimant must make a good faith effort to sell the personal
 property, unless the Agency determines that such effort is not necessary. When payment for
 property loss is claimed for goods held for sale, the fair market value shall be based on the cost
 of the goods to the business, not the potential selling prices.); or
- 2. The estimated cost of moving the item as is, but not including any allowance for storage; or for reconnecting a piece of equipment if the equipment is in storage or not being used at the acquired site. If the business or farm operation is discontinued, the estimated cost of moving the item shall be based on a moving distance of 50 miles.



Policy and Procedure for Appeal of Relocation Assistance

Policy and Process for North Dakota

The Cass County Joint Water Resource District (CCJWRD) adopted a policy and procedure for appeal of relocation assistance on April 23, 2020. A copy of the policy and procedure is presented on the following pages.

Policy and Process for Minnesota

The Moorhead Clay County Joint Powers Authority (MCCJPA) will develop and adopt a policy and procedure for appeal of relocation assistance.



CASS COUNTY JOINT WATER RESOURCE DISTRICT POLICY AND PROCEDURE FOR APPEAL OF RELOCATION ASSISTANCE DECISION

[Approved by the CCJWRD Board on 04/23/20]

POLICY:

The Cass County Joint Water Resource District ("CCJWRD") is acquiring property located in North Dakota for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project ("Project"). The CCJWRD provides relocation assistance for persons or businesses displaced as a result of the acquisition of property for the Project. The relocation assistance is provided in accordance with North Dakota Century Code Chapter 54-01.1 (the "North Dakota Act") and/or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the "URA").

The CCJWRD has retained relocation experts who work with persons affected by property acquisitions undertaken for the purpose of the Project. The CCJWRD, in conjunction with the relocation experts retained for this Project, makes a determination of whether a particular acquisition results in a displaced person and, if so, the amount of relocation assistance each displaced person is eligible to receive. A dissatisfied displacee may either appeal denial of eligibility to receive relocation assistance following the acquisition of real property by CCJWRD for the Project, or the displacee may appeal the amount of the relocation assistance offered by CCJWRD as a result of the real property acquisition. The aggrieved displacee must make their appeal to the CCJWRD in writing. Following is the procedure that will be followed for appeals of CCJWRD decisions regarding relocation assistance for this Project.

Procedure:

1. Who and what can be appealed.

A person displaced as a result of CCJWRD acquiring real property for the Project (a "displacee") may appeal a determination of eligibility for, or the amount of, a relocation benefit.

Appeal must be in writing.

The appeal submitted by an aggrieved displacee must be made in writing and sent to the CCJWRD at the following address, by certified mail, return receipt requested:

Cass County Joint Water Resource District c/o Carol Harbeke Lewis, Secretary-Treasurer 1201 West Main Avenue West Fargo, ND 58078

The appeal must be post-marked no more than sixty (60) days following receipt of written notification of the CCJWRD's determination on the relocation benefits claim that is being appealed.

Request for additional time.

If a person makes a reasonable request for additional time to gather information and prepare for an appeal to CCJWRD, before submitting an appeal as provided in Section 2 above, he or she shall be granted a reasonable amount of additional time, to be determined by the Chair of the CCJWRD.

Page 1 of 3



4. Representation.

An aggrieved displacee has the right to be represented by legal counsel or other representative in connection with his or her appeal, but solely at the displacee's own expense.

Appeal Officer.

Appeals of the relocation benefits determination of CCJWRD shall be heard by a law-trained person selected by CCJWRD who certifies they do not have any conflicts as defined by Rule 1.7 of the North Dakota Rules of Professional Practice (the "Appeal Officer"). The aggrieved displace will be notified within thirty (30) days of the receipt of the notice of appeal by CCJWRD of the name and contact information for the Appeal Officer.

Review of files by person making appeal.

CCJWRD shall permit any person making an appeal to inspect and copy all materials pertinent to his or her appeal, except those materials that are exempt from disclosure. The right to inspect and copy shall be in accordance with Chapter 44-04 of the North Dakota Century Code.

7. Written submissions.

The written appeal submitted to CCJWRD, as described above, shall include a copy of the written decision being appealed; a statement as to whether all or part of the written decision is being appealed; a statement as to why the person appealing believes the decision being appealed is not correct; and a copy of all supporting documentation referenced in the appeal.

Response of CCJWRD.

CCJWRD shall respond to each written appeal, in writing, no less than thirty (30) days following receipt of the appeal. The written response of CCJWRD shall be sent to the aggrieved displacee and to the Appeal Officer.

9. Inspection and/or Informal Hearing.

If the Appeal Officer determines it is necessary to inspect the property, or hold an informal hearing, the aggrieved displacee and CCJWRD will be notified within thirty (30) days after receipt of the response of CCJWRD. The date and time of site inspections and/or informal hearings, will be set by the Appeal Officer, and such site inspections and/or informal hearings shall take place no less than sixty (60) days after the Appeal Officer is appointed. A request for additional time by the aggrieved displacee or CCJWRD shall be submitted to the Appeal Officer in writing, with a copy to the other party.

Decision of the Appeal Officer.

The Appeal Officer shall issue a written decision regarding the appeal, no later than forty-five (45) days after the CCJWRD responds to the appeal, or no later than thirty (30) days after a site inspection and/or informal hearing, if applicable. The written decision on appeal shall include, but not be limited to:

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- a) Determination on review of the appeal;
- The factual and legal basis upon which the decision is made, including any pertinent explanation;
- If any payment or other relief is required to be made to the aggrieved displacee, the amount and manner of payment; and
- d) If the full relief requested by the aggrieved displacee is not granted, a statement of the person's right to seek review of the decision by the United States Army Corps of Engineers.

11. Appeal to the United States Army Corps of Engineers.

If an aggrieved displacee is not satisfied with the decision of the Appeal Officer, the aggrieved displacee may appeal to the United States Army Corps of Engineers, in accordance with 49 C.F.R. § 24.10. The appeal to the United States Army Corps of Engineers <u>must be mailed, via certified mail, return receipt requested</u>, to the address identified below.

St. Paul Corps of Engineers Chief of Real Estate 180 East 5th Street, Suite 700 St. Paul, MN 55101

The appeal must be received by the United States Army Corps of Engineers at the address identified above, no more than sixty (60) days following the written decision of the Appeal Officer. The appeal will be addressed by the United States Army Corps of Engineers, in accordance with 49 C.F.R. § 24.10. If the United States Army Corps of Engineers elect, for any reason, to not complete an appeal as outlined above, the aggrieved displacee will be notified in writing. The judicial appeal rights, as set forth below, will be triggered on notice being issued that the United States Army Corps of Engineers will not complete an appeal as outlined above.

12. Judicial Review.

4-23-20

If the aggrieved displacee is not satisfied with the written decision from the Appeal Officer, or the written decision from the United States Army Corps of Engineers, the displacee may seek judicial review, in accordance with the North Dakota Act and/or the URA.

EFFECTIVE DATE OF POLICY:

APPROVED BY:

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Appendix 4 - Property Acquisition Schedule¹

		Work Limits	Start	Notification	Final Davies	Final Bannik	Consulate Durante	Daniel Lauren	Noveles of Bounds
Major Project Feature	Location (State)	Defined by Designer	Property Acquisition ²	to Property Owners	Final Design Complete	Final Permit Application	Complete Property Acquisition ³	Permit Issuance (Goal) ⁴	Number of Parcels Impacted
Major Project reactive	(State)		<u>.</u>		ing Public-Private-Part		Acquisition	(Godi)	Impacted
Diversion Channel Phase 1 ⁵	ND	June 2016	June 2016	July 2016	P3 Developer will submit preliminary	Diversion Authority will apply for a	Parcels with structures:	August 2020	88
Diversion Channel Phase 2 ⁶	ND	June 2017	June 2017	July 2017	design with bids in single Construct		September 1, 2020	August 2020	77
Diversion Channel Phase 3	ND	June 2017	December 2018	January 2019	September, 2020	Permit from ND OSE	Land Parcels: October 15, 2020		53
Features Constructed by USACE									
Diversion Inlet Control Structure	ND							July 2016 (actual)	3
Wild Rice Control Structure	ND	July 2017	December 2018	January 2019	Dec 2018	Dec 2018	September 2019	August 2019	5
I-29 Bridge / Road Raise ⁷	ND	December 2019	December 2019	December 2019			November 2020		9
Red River Control Structure	ND				August 2021		August 2021		24
Southern Embankment Reach SE-1 (ND)	ND	November 2019	November 2019	November 2019	July 2020		October 2020		21
Southern Embankment Reach SE-2A (ND)	ND	December 2020	December 2020	December 2020	November 2021		November 2021		10
Southern Embankment Reach SE-2B (ND)	ND	December 2020	December 2020	December 2020	October 2022		October 2022		36
Southern Embankment Reach SE-3 (ND)	ND	December 2020	December 2020	December 2020	September 2025		September 2025		7
Southern Embankment Reach SE-4 (MN)	MN	December 2020	December 2020	December 2020	October 2023		October 2023		25
Southern Embankment Reach SE-5 (MN)	MN	December 2020	December 2020	December 2020	September 2024		September 2024		9
ND Upstream Mitigation Area ⁸	ND	August 2020	August 2020	August 2020	-	-	September 2025		489
MN Upstream Mitigation Area ¹⁰	MN	August 2020	August 2020	August 2020	-	-	September 2024		151
Drayton Dam Replacement	ND/MN	September 2019	January 2020	January 2020			February 2021		9

¹ Based on proposed P3 and USACE schedules from December 2019.

² The final work limits defining property acquisition needs will be available from USACE at the 35 percent design level.

³ Assume 11 months duration to complete the property acquisition process from the delivery of final work limits.

⁴ Assume permit can be issued within three months (minimum) after final permit application.

⁵ Diversion Channel Phase 1 includes Maple River & Sheyenne River Aqueduct Structures.

⁶ Diversion Channel Phase 2 includes the parcels impacted by the Cass County Road 16 / 17 re-alignment project.

⁷ Some of the parcels impacted by the I-29 Road Raise are also impacted by the Wild Rice Control Structure.

⁸ The property rights in the Upstream Mitigation Area will be acquired prior to the Project being operational, and at the same timeframe as the last embankment segment in each state.



Appendix 5 - USACE / FEMA Coordination Plan



FEMA/USACE Coordination Plan

Project: Fargo-Moorhead Metropolitan Feasibility Study

ND Diversion Channel with upstream staging - Federal Plan (Authorized

WRRDA 2014)

Project Design: U.S. Army Corps of Engineers, St. Paul District

<u>Project Reach:</u> Diversion begins along the Red River of the North approximately 4 miles

south of the confluences of the Red and Wild Rice Rivers and eventually

re-enters the Red River north of the confluence of the Red and Sheyenne Rivers near the city of Georgetown, MN. Along the 36 mile path, it would cross the Wild Rice, Sheyenne, Maple, Lower Rush and

Rush Rivers.

Floodplain Management Requirements - 44 CFR Sections 60.3, 65.3, 65.6, 65.8, and 65.12:

Section 60.3, Floodplain Management Criteria - requires that communities:

- Notify adjacent communities and the state coordinating office prior to any alterations and submit copies to the Associate Administrator, Federal Insurance and Mitigation Administration (FIMA),
- Ensure the flood carrying capacity is maintained within any altered or relocated watercourse,
- Prohibit encroachments in the Special Flood Hazard Areas (SFHAs), the area subject to inundation during the base (1-percent-annual-chance) flood, with no mapped floodways that will cause increases in the base flood elevations (BFEs) of more than the allowable surcharge (1.0 in North Dakota and 0.5 in Minnesota),
- Prohibit encroachments in mapped floodways which would result in any increase in BFEs, and
- Notwithstanding any other provisions, if encroachments are allowed and will cause a rise in BFEs exceeding these limits, submit a Conditional Letter of Map Revision (CLOMR) for FEMA comment.

Section 63.5, Requirement to Submit New Technical Data – requires that communities submit new data when base flood elevations increase or decrease from physical changes that affect flooding conditions. This information must be submitted no later than 6 months after it becomes available.

FEMA/USACE Coordination Plan



Section 65.6, Revision of Base Flood Elevation Determinations – identifies data that communities must submit, under the map revision process, to support a request to revise the FIS report and FIRM including, but not necessarily limited to:

- · new or revised hydrologic analysis,
- new or revised hydraulic analyses,
- new or revised delineation of floodplain boundaries, and
- new or revised floodways.

Section 65.8, Review of Proposed Projects – requests by communities for FEMA to provide:

- Written comments on proposed projects in the form of a Conditional Letter of Map Revision (CLOMR), and
- Comments on whether the proposed project will justify a revision to the FIRM, if the project is built as proposed.

Data required to support such requests are similar to data discussed above for a map revision.

Section 65.12, Revisions to Reflect BFEs Caused by Encroachments – requires that communities apply to FEMA for conditional approval (see 44 CFR Part 72 of the NFIP regulations) of actions which will cause increases in BFEs in excess of the limits discussed above prior to permitting the encroachments to occur, and must:

- · complete a request using the MT-2 application forms,
- provide an evaluation of alternatives,
- · document individual legal notice to impacted property owners,
- obtain concurrence of CEOs of communities impacted by the proposed actions,
 and
- provide a certification that no structures are impacted by increased BFEs or a
 description of the proposed mitigation measures for all impacted structures,
 within the Revision Reach as defined below.



FEMA Flood Insurance Study (FIS) Reports and Flood Insurance Rate Maps (FIRM):

Effective FIS Reports and FIRMs - The Cass County, ND partial countywide FIS Report and FIRMs went effective on January 16, 2015. Effective FIS Reports and FIRMs for all communities impacted by the proposed project are available at the FEMA Map Service Center site at: http://www.msc.fema.gov/.

Preliminary FIS Report and FIRMs – Preliminary FIS Reports and FIRMs have been issued for Wilkin County, MN. Local project sponsors have access to the FIS and FIRMs effective and issued preliminary for their jurisdictions.



Red River of the North Modeling:

Effective FIRM Models – The Eastern Cass Partial Countywide study went effective on January 16, 2015. The hydraulic analysis for the revised portion of the Red River of the North (South of 29th Street Southeast) was developed by Houston Engineering, Inc., and was finalized in February 2009. This analysis uses the USACE HEC-RAS steady flow model. Hydraulic analysis for the unrevised portion of the Red River of the North (North of 29th Street Southeast) was completed by the USACE in 1985. This analysis uses the USACE HEC-2 computer program.

Preliminary FIRM Models – Preliminary FIS Reports and FIRMs have been issued for Wilkin County, MN. The hydraulic analyses for the Red River of the North from the Clay County boundary to approximately 90 feet downstream from State Highway 210 were performed by USACE, St. Paul District and FEMA. The work was completed in January 2003. The models used for the preliminary FIS Report and FIRMs along the Red River of the North utilize the USACE HEC-RAS steady flow models.

USACE Fargo-Moorhead Metropolitan Feasibility Study Models – The HEC-RAS models used for this study along the Red River of the North were developed by the USACE by converting the 2003 steady flow models to unsteady flow models and also included updating overbank data with LiDAR information, updating channel bathymetry with recent surveys, and adding many storage areas and connections. The models prepared by USACE included:

- Existing or Pre-Project Conditions Model (ECM) The USACE's updated HEC-RAS
 unsteady flow model which incorporates the updated floodplain and channel
 information will be used as the pre-project conditions model.
- Revised or Post-Project Conditions (RCM) Model The USACE's updated HEC-RAS unsteady flow model for existing conditions was updated to include the effects of the proposed Fargo-Moorhead Metropolitan Feasibility Study project, and represents the post-project conditions model.

These models were based on the hydrologic analysis for the full period of record (1902-2009), which provides a peak discharge of 33,000 cubic feet per second (cfs), compared to the 29,300 cfs peak discharge used in the effective models for the 1-percent-chance-annual flood. FEMA has reviewed the hydrology for both the wet period (1942-2009) 1-percent-chance-annual flood peak discharge of 34,700 cfs and the period of record (1902-2009) peak discharge (33,000 cfs) and found that either discharge would be reasonable for FEMA mapping.

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Impacts on Other Streams

The other major streams potentially impacted by this project are:

- Wild Rice River
- Sheyenne River
- Maple River
- · Lower Branch of the Rush River
- Rush River
- · other minor streams shown on effected FIRMs along the proposed diversion route

Information Required for CLOMR Application:

The following information would be needed for the submission of the CLOMR application:

- MT-2 Application Forms and Instructions for Conditional Letters of Map Revision and Letters of Map Revision including:
 - Form 1 Overview & Concurrence Form provides the basic information regarding the revision request and requires the signatures of the requester, community official(s), and engineer,
 - Form 2 -Riverine Hydrology & Hydraulics Form provides the basic information on the scope and methodology of hydrologic and/or hydraulic analyses that are prepared in support of the revision request,
 - Form 3 -Riverine Structures Form provides the basic information regarding hydraulic structures constructed in the stream channel or floodplain. This form should be used for revision requests that involve new or proposed channelization, bridges/culverts, dams/basins, and/or levees/floodwalls,
 - Payment Information Form -Provides the basic information regarding any fees
 paid for a CLOMR, if required (note: federally sponsored flood-control-projects
 where 50 percent or more of the project's costs are federally funded are exempt
 from fees), and
 - ESA Compliance Documentation must be submitted for CLOMRs only.
 Appropriate documentation includes a copy of an Incidental Take Permit, an Incidental Take Statement, a "not likely to adversely affect" determination from NMFS or USFWS, or an official letter from NMFS or USFWS concurring that the project has "No Effect" on proposed or listed species or designated critical habitat.



- Additional supporting information which would accompany the forms listed above includes:
 - o Revision Reach The extent of the revision is defined by an effective tie-in at the upstream and downstream limits for each flooding source. An effective tie-in is obtained when the revised base flood elevations from the *post-project* conditions model are within 0.5 feet of the *pre-project* conditions model at both the upstream and downstream limits. The downstream end of the revision reach is at the outlet of the diversion channel, and the upstream end of the reach will be near Red River model station 2673969 as shown in the attached map. The upstream end of the reach on the Red River is approximately 2 miles east and 1.5 miles south of Christine, ND. A portion of Christine, ND is within the revision area. The upstream end of the reach on the Wild Rice River coincides with model station 103632 and is located approximately 0.5 miles north of the northern boundary of Richland County, ND.
 - Staging Area Regulatory Mapping The areal extent of flood inundation required by the Project for operation in the Staging Area will be mapped as floodway in order to ensure that the required storage volume is available for the project during the 1-percent-annual-chance event. Any additional flood inundation area beyond the extents of what is required by the project during the 1-percent-annual-chance event will be mapped as floodplain in order to portray the elevated flood risk outside of the required staging area.
 - o Mitigation of Project Impacts The extent of mitigation of impacts caused by the Project is also defined by the revision reach. The impacts within the designated project Staging Area will be mitigated in accordance with the Project's Feasibility Study/EIS (FEIS) dated July 2011, and authorized for construction in WRRDA 2014. Impacts caused by the Project to structures located within the revision reach that are not identified for mitigation in the FEIS will generally follow the same mitigation strategy as identified in the FEIS. The impacts caused by the Project on all insurable structures within the revision reach will be mitigated through agreed methods consistent with those specified by the National Flood Insurance Program (NFIP). For residential structures, these include elevation, relocation, buy-outs, and ring levees. For non-residential structures, these include dry flood proofing, elevation, relocation, buy-outs, and



ring levees. The CLOMR will include a general plan as to how structures will be mitigated. A site-by-site analysis will not be necessary for the CLOMR.

- Models accompanying Form 2 including:
 - Corrected Effective Model (CEM) The USACE 2003 steady flow HEC-RAS model is utilized to best represent the current effective and preliminary modeling on the Red River of the North. It uses the current effective peak discharge for the 1-percent-chance-annual flood (29,300 cfs). Therefore, this model will be the base condition model used for comparison purposes in the CLOMR submittal.
 - Existing or Pre-Project Conditions Model (ECM) The USACE's updated HEC-RAS unsteady flow model which incorporates the updated floodplain and channel information will be used as the pre-project conditions model.
 - Revised or Post-Project Conditions (RCM) Model The USACE's
 updated HEC-RAS unsteady flow model for existing conditions was
 updated to include the effects of the proposed Fargo-Moorhead
 Metropolitan Feasibility Study project, and represents the post-project
 conditions model.
- Public Notices and Property Owner Notifications The primary purpose for notifications, whether they are public notices or property owner notifications, is to make certain that all affected parties (property owners and communities) are aware of any proposed changes to the map prior to those changes being permitted and shown on a revised FIRM.
 - For Section 65.12 Revisions Based on Proposed Encroachments This requirement is met by providing individual legal notice to all impacted property owners explaining the impact of the proposed map revision on their property. The community must notify property owners of the impact to their property prior to the community issuing building and/or construction permits for the proposed project.



- For Section 65.6 Revisions of Base Flood Elevations Anytime BFEs are being revised (whether increasing or decreasing) or being established along a flooding source, notification of these BFEs must be published in the community's local newspaper twice within a 10-day period. FEMA publishes this notification, on behalf of the affected community(s). The 2nd publication date of this notice initiates the 90-day appeal process for the map revision. The notification is required during the actual map revision process.
- Comparison of Models A comparison of the models should be made to
 address the impacts of the project on the corrected effective, existing or preproject, and revised or post-project conditions BFEs, and SFHA and floodway
 boundaries. Discharge differences between the various models based on
 updated or revised hydrology conditions should also be discussed and
 evaluated.

Suggested Model Comparisons:

- Comparisons of the CEM BFEs to the BFEs for the current effective FIS
 profiles (which are both based on the same peak 1-percent-annualchance discharges) discussing the differences in the BFEs.
- The ECM to the CEM. For this comparison, since the ECM model uses HEC-RAS unsteady flow with updated hydrologic data and the CEM model uses HEC-RAS steady flow, the 1-percent-annual-chance peak discharges are not similar and cannot be compared directly. Therefore, the comparisons would be best estimated by comparing the ECM model elevations for the 2-percent-annual-chance flood (peak discharge comparable to the CEM 1-percent-chance-annual discharge) to the CEM 1-percent-annual-chance elevations. Discuss and explain the differences related to hydrologic and hydraulic conditions in the models.
- The RCM to the ECM, which represents the comparison of the postproject conditions to the pre-project conditions. For this comparison, discuss the differences in BFEs and boundaries of the SFHAs and floodways. In addition to the Red River of the North, comparisons for

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all other flooding sources shown on the effective FIRMs, where applicable, will be necessary.

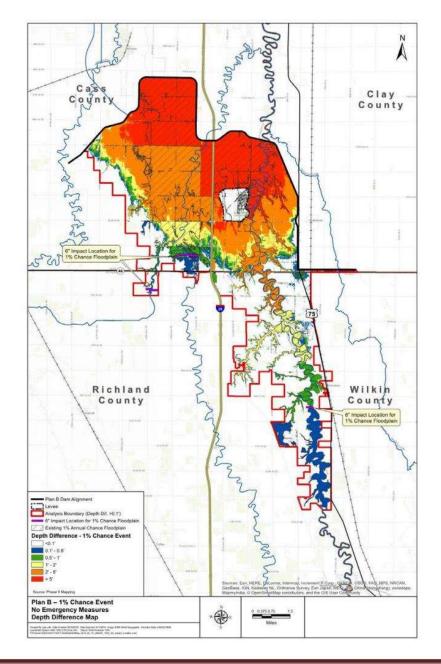
 The RCM to CEM, which represents the comparison of the postproject conditions to the base conditions model and identifies the area impacted by this revision request.

Information Required for Map Revision Application:

It is anticipated that a request for a map revision will be submitted upon completion the project. The ECM and the RCM will be updated to reflect post-project conditions and used in the submittal for the map revision for the project. Information will need to follow the requirements of 44 CFR Part Section 65.6 and the MT-2 Application Forms and Instructions for Conditional Letters of Map Revision and Letters of Map Revision. Remapping will be initiated upon request by the local communities, following project completion.



FINAL 14 April 2015 Updated 26 June 2018



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Appendix 6 - Upstream Mitigation Area - Potentially Impacted Structures



Upstream Mitigation Area - Structure Mitigation Summary (Table 1)

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Location	Mitigation	Mitigation	Mitigation	Mitigation
(County)	Zone 1	Zone 2	Zone 3	Zone 4
Sites / Parcels	106	14	3	6
Cass County	85	0	2	0
Clay County	19	0	0	0
Richland County	2	9	1	0
Christine (City)	0	1	0	0
Wilkin County	0	4	0	6
Wolverton (City)	0	0	0	0
Residential Structures	73	2	1	7
Cass County	59	0	1	0
Clay County	14	0	0	0
Richland County	0	2	0	0
Christine (City)	0	0	0	0
Wilkin County	0	0	0	7
Wolverton (City)	0	0	0	0
Non-Residential Structures	509	19	9	27
Cass County	387	0	8	0
Clay County	119	0	0	0
Richland County	3	12	1	0
Christine (City)	0	1	0	0
Wilkin County	0	6	0	27
Wolverton (City)	0	0	0	0



8-Jun-2020

				Totals	647	83	564	73	509	2	19	1	9	7	27
OID	Parcel_ID	Name	City/	State	Total	Total	Total	Zo	ne 1	Zo	one 2	Z	one 3	Zo	one 4
OID	Parcei_ID	Walle	County	State	Structures	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.
25	01-3511-00350-000	KELLY ROSEEN	Cass	ND	7	1	6	1	6	0	0	0	0	0	0
26	01-3511-00360-000	CONTRACTORS LEASING	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
818	57-0000-10236-040	LAWRENCE & SUSAN RICHARD LIVING TRUST ETAL	Cass	ND	7	0	7	0	7	0	0	0	0	0	0
819	57-0000-10236-030	CASS RURAL WATER USERS DISTRICT	Cass	ND	2	0	2	0	2	0	0	0	0	0	0
820	57-0000-10237-000	WAYNE C JOHNSON	Cass	ND	6	1	5	1	5	0	0	0	0	0	0
825	57-0000-10240-020	MARCELLIN O OR BARBARA A SAUVAGEAU LE	Cass	ND	2	1	1	1	1	0	0	0	0	0	0
826	57-0000-10241-020	LEO & BARBARA DUBORD	Cass	ND	11	1	10	1	10	0	0	0	0	0	0
827	57-0000-10241-030	DOROTHY DUBORD LE	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
829	57-0000-10244-000	ORTEN B & SANDRA A BRODSHAUG REVOCABLE LIVING TRU*	Cass	ND	3	1	2	1	2	0	0	0	0	0	0
831	57-0000-10245-010	JOHN LOFFELMACHER	Cass	ND	11	1	10	1	10	0	0	0	0	0	0
837	57-0000-10264-000	DENNIS A & MARY JANE HANSON	Cass	ND	3	1	2	1	2	0	0	0	0	0	0
839	57-0000-10266-010	CLAUDIA J MUELLER	Cass	ND	4	0	4	0	4	0	0	0	0	0	0
840	57-0000-10276-000	ORTEN B & SANDRA A BRODSHAUG REVOCABLE LIVING TRU*	Cass	ND	5	1	4	1	4	0	0	0	0	0	0
856	57-0000-10346-000	ORTEN B & SANDRA A BRODSHAUG REVOCABLE LIVING TRU*	Cass	ND	12	1	11	1	11	0	0	0	0	0	0
858	57-0000-10350-017	LELONNIE & WILLIAM R GRAHAM	Cass	ND	5	1	4	1	4	0	0	0	0	0	0
867	57-0000-10412-000	SHERRY A COLEHOUR REVOCABLE LIVING TRUST ETAL	Cass	ND	3	1	2	0	0	0	0	1	2	0	0
872	57-0400-00090-000	ALLEN M & DIANE M RICKER	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
873	57-0400-00100-000	ALLEN M & DIANE M RICKER	Cass	ND	1	1	0	1	0	0	0	0	0	0	0
875	57-0400-00120-000	ALLEN M & DIANE M RICKER	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
877	57-0700-00010-000	GLENN M RHEAULT	Cass	ND	3	1	2	1	2	0	0	0	0	0	0
1093	64-0000-02710-030	RICHARD FARM ENTERPRISES LP	Cass	ND	18	1	17	1	17	0	0	0	0	0	0
1101	64-0000-02751-010	WALTER E RASMUSSEN ETAL	Cass	ND	9	1	8	1	8	0	0	0	0	0	0
1102	64-0000-02751-020	PAULETTE Y RHEAULT LE	Cass	ND	3	1	2	1	2	0	0	0	0	0	0
1107	64-0000-02786-000	GENE J & BRENDA J SAUVAGEAU	Cass	ND	4	1	3	1	3	0	0	0	0	0	0
1112	64-0000-02800-030	TERRY M & KRISTIE M SAUVAGEAU	Cass	ND	9	0	9	0	9	0	0	0	0	0	0
1113	64-0000-02800-040	TERRY M & KRISTIE M SAUVAGEAU	Cass	ND	2	1	1	1	1	0	0	0	0	0	0
1122	64-0000-02933-010	STEVEN D SCHULTZ ETAL	Cass	ND	10	0	10	0	10	0	0	0	0	0	0
1127	64-0000-02953-000	GORDON & ELIZABETH BAKER	Cass	ND	4	1	3	1	3	0	0	0	0	0	0
1128	64-0000-02954-000	CODY D SKYTLAND ETAL	Cass	ND	2	1	1	1	1	0	0	0	0	0	0
1129	64-0000-02955-000	JOSEPH W MERZ	Cass	ND	3	1	2	1	2	0	0	0	0	0	0
1130	64-0000-02956-000	JOHN & CYNTHIA VARRIANO	Cass	ND	1	1	0	1	0	0	0	0	0	0	0
1131	64-0000-02957-000	JONATHAN DEAN & TARA L BULTEMA	Cass	ND	2	1	1	1	1	0	0	0	0	0	0
1885	57-0000-10211-060	BRIAN M & KELLY L DUCHSCHERER	Cass	ND	2	0	2	0	2	0	0	0	0	0	0
1890	57-0000-10217-030	ARTHUR MATHISON REVOCABLE TRUST ETAL	Cass	ND	5	0	5	0	5	0	0	0	0	0	0
1891	57-0000-10217-040	RODNEY A & CHERIE K MATHISON	Cass	ND	5	1	4	1	4	0	0	0	0	0	0
1893	57-0000-10212-011	JDC BABES ADDITION LLC	Cass	ND	4	0	4	0	4	0	0	0	0	0	0
1898	57-0000-10218-030	RYAN HANSON	Cass	ND	6	1	5	1	5	0	0	0	0	0	0
1899	57-0000-10219-020	MATTHEW W & KERRI A LONGTINE	Cass	ND	5	1	4	1	4	0	0	0	0	0	0
30000000	57-0000-10271-000	JAMES P SABO	Cass	ND	6	1	5	1	5	0	0	0	0	0	0
		DARWIN W & SANDRA J DUVAL	Cass	ND	14	1	13	1	13	0	0	0	0	0	0
		GEORGE J & SHARON A RICHARD ETAL	Cass	ND	17	1	16	1	16	0	0	0	0	0	0

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				Totals	647	83	564	73	509	2	19	1	9	7	27
OID	Parcel_ID	Name	City/	State	Total	Total	Total	Zo	ne 1	Zo	one 2	Ze	one 3	Zo	one 4
OID	Parcei_ID	Name	County	State	Structures	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.
1916	57-0000-10275-010	LAWRENCE & SUSAN RICHARD LIVING TRUST ETAL	Cass	ND	10	1	9	1	9	0	0	0	0	0	0
1919	57-0000-10280-010	MINNKOTA POWER	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
1935	57-0000-10290-010	MINNKOTA POWER COOP INC	Cass	ND	3	0	3	0	3	0	0	0	0	0	0
1939	57-0000-10300-020	STEVEN & COLLEEN M BRAKKE	Cass	ND	18	1	17	1	17	0	0	0	0	0	0
1948	57-0000-10309-030	MARJORIE ANN COSSETTE	Cass	ND	4	2	2	2	2	0	0	0	0	0	0
1953	57-0000-10314-000	GERALD D & GAIL J MOE	Cass	ND	4	1	3	1	3	0	0	0	0	0	0
1958	57-0000-10320-030	DANIEL TROTTIER	Cass	ND	3	1	2	1	2	0	0	0	0	0	0
1959	57-0000-10320-040	PETER A IHLE	Cass	ND	4	1	3	1	3	0	0	0	0	0	0
1960	57-0000-10320-050	GEORGE RICHARD	Cass	ND	3	0	3	0	3	0	0	0	0	0	0
1968	57-0000-10343-010	STUART D BOYER	Cass	ND	4	1	3	1	3	0	0	0	0	0	0
1972	57-0000-10349-000	ORTEN B & SANDRA A BRODSHAUG REVOCABLE LIVING TRU*	Cass	ND	18	1	17	1	17	0	0	0	0	0	0
2002	57-0000-10369-010	GARY L & PATRICIA REDLIN	Cass	ND	9	1	8	1	8	0	0	0	0	0	0
2010	57-0000-10376-040	SCOTT & MARYJANE NIPSTAD	Cass	ND	2	1	1	1	1	0	0	0	0	0	0
2014	57-0000-10378-030	BRETT T ODEGAARD	Cass	ND	8	1	7	1	7	0	0	0	0	0	0
2016	57-0000-10379-020	NIPSTAD FARMS INC	Cass	ND	33	1	32	1	32	0	0	0	0	0	0
2023	57-0000-10406-030	STEVEN M & CHRISTI C ARMBRUST	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
2024	57-0000-10406-050	SCOTT & SARA BLETH	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
2029	57-0000-10409-027	DELORES KLEINJAN	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
2033	57-0000-10413-020	SHERRY A COLEHOUR REVOCABLE LIVING TRUST ETAL	Cass	ND	3	0	3	0	0	0	0	0	3	0	0
2037	57-0000-10415-010	THOMAS R MARTIN	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
2039	57-0000-10417-010	NANCY RAE & JUSTIN A JOHNSON	Cass	ND	4	1	3	1	3	0	0	0	0	0	0
2044	57-0000-10420-010	PAUL S & MARGARET R COSE	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
2045	57-0000-10420-040	PAUL S & MARGARET R COSE	Cass	ND	3	0	3	0	3	0	0	0	0	0	0
2046	57-0000-10420-070	JOHN L & KATHLEEN J LUECKE LE	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
2154	57-0350-00010-000	RYAN J & AMANDA K MCDOWELL	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
2155	57-0350-00020-000	PAUL J & TANA SHERECK	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
2183	57-0800-00010-000	JOHN L & KATHLEEN J LUECKE LE	Cass	ND	4	1	3	1	3	0	0	0	0	0	0
2184	57-0800-00020-000	AARON & KATIE CARLSON	Cass	ND	1	1	0	1	0	0	0	0	0	0	0
2185	57-0000-10266-000	DUANE A & DONNA SIEBELS	Cass	ND	3	1	2	1	2	0	0	0	0	0	0
5002	64-0000-02710-040	RYAN C & JESSICA L RICHARD	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
5023	57-0000-10256-000	CINDY L NORBERG	Cass	ND	7	1	6	1	6	0	0	0	0	0	0
5028	57-0000-10258-020	SCOTT E & VICKI J TURNER	Cass	ND	10	1	9	1	9	0	0	0	0	0	0
5033	57-0000-10323-020	PAUL & JANICE JOHNSON RENTALS LLC	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
5039	57-0000-10326-020	MELISSA J BORGEN	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
5051	57-0000-10333-040	MARK & KRISTINN HIATT	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
5052	57-0000-10333-050	MARK & KRISTINN HIATT	Cass	ND	0	0	0	0	0	0	0	0	0	0	0
5055	57-0000-10252-031	CARL J FELIX	Cass	ND	2	0	2	0	2	0	0	0	0	0	0
7002	57-0000-10218-040	BRENDAN & DANIEL CHRISTENSON	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
7004	57-0000-10335-090	BRIAN & EMILY POTTER	Cass	ND	2	1	1	1	1	0	0	0	0	0	0
8360	57-0900-00010-000	SHERRY A COLEHOUR REVOCABLE LIVING TRUST ETAL	Cass	ND	4	0	4	0	1	0	0	0	3	0	0
8385	64-0000-02793-020		Cass	ND	8	1	7	1	7	0	0	0	0	0	0

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				Totals	647	83	564	73	509	2	19	1	9	7	27
OID	Parcel ID	Name	City/	State	Total	Total	Total	Zo	ne 1	Zo	one 2	Ze	one 3	Zo	one 4
OID	Parcei_ID	Name	County	State	Structures	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.
8386	64-0000-02951-000	KENT WESTBY ETAL	Cass	ND	9	1	8	1	8	0	0	0	0	0	0
8920	57-0000-10280-030	MICHAEL T HANSON	Cass	ND	9	1	8	1	8	0	0	0	0	0	0
9163	57-0590-00010-000	LANCE FREIER	Cass	ND	2	1	1	1	1	0	0	0	0	0	0
9231	57-0000-10368-020	TYLER J RUPP	Cass	ND	2	0	2	0	2	0	0	0	0	0	0
9232	57-0000-10368-030	TYLER J RUPP	Cass	ND	6	1	5	1	5	0	0	0	0	0	0
9347	57-0375-00010-000	KLF LLP	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
9383	57-0500-00030-000	JEREMY D HOLCK	Cass	ND	1	1	0	1	0	0	0	0	0	0	0
9401	57-0000-10206-010	MICHAEL D & CHERYL E POST	Cass	ND	2	1	1	1	1	0	0	0	0	0	0
9404	57-0340-00040-000	JRD CAMPBELL FAMILY INVESTMENT LLP	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
9416	57-0000-10211-080	BRIAN M & KELLY L DUCHSCHERER	Cass	ND	2	1	1	1	1	0	0	0	0	0	0
9423	57-0600-00040-000	TED A & MARY M JOHNSON	Cass	ND	4	1	3	1	3	0	0	0	0	0	0
9431	57-0400-00220-000	COREY & SHERRI SMITH	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
9438	57-0400-00210-000	COREY & SHERRI SMITH	Cass	ND	1	0	1	0	1	0	0	0	0	0	0
9462	57-0000-10213-000	JDC BABES ADDITION LLC	Cass	ND	1	1	0	1	0	0	0	0	0	0	0
9993	57-0000-10286-030	BJM LAND INC	Cass	ND	14	0	14	0	14	0	0	0	0	0	0
9994	57-0000-10287-020	ROBERT MITCHELL	Cass	ND	1	1	0	1	0	0	0	0	0	0	0
250	15.006.4701	BYE KENNETH	Clay	MN	8	1	7	1	7	0	0	0	0	0	0
251	15.007.1100	LARRY & AJ DAHLSTROM TRUST	Clay	MN	1	0	1	0	1	0	0	0	0	0	0
254	15.008.2301	WAGENMANN DAVID A & LINDA D	Clay	MN	4	1	3	1	3	0	0	0	0	0	0
1635	15.031.1801	BUTH BRAD & WENDY	Clay	MN	4	1	3	1	3	0	0	0	0	0	0
1665	15.029.3002	TABOR-BUTH WENDY	Clay	MN	1	1	0	1	0	0	0	0	0	0	0
1689	15.019.3400	UELAND RHODA K	Clay	MN	19	1	18	1	18	0	0	0	0	0	0
1793	15.029.3003	LIVDAHL THOMAS W & LAURIE K	Clay	MN	32	0	32	0	32	0	0	0	0	0	0
1794	15.030.4100	WILLEM ERNEST E	Clay	MN	9	1	8	1	8	0	0	0	0	0	0
1795	15.030.4101	WILLEM RICHARD & JUDITH & C/O ERNEST WILLEM	Clay	MN	1	1	0	1	0	0	0	0	0	0	0
1805	15.030.4701	STATTELMAN NICHOLAS	Clay	MN	1	0	1	0	1	0	0	0	0	0	0
1824	15.031.4000	NESS LARRY W	Clay	MN	1	0	1	0	1	0	0	0	0	0	0
1826	15.031.4002	NESS LARRY & JUDITH	Clay	MN	14	1	13	1	13	0	0	0	0	0	0
1834	15.031.4401	BARNARD MICKI	Clay	MN	6	1	5	1	5	0	0	0	0	0	0
1841	15.019.4500	NELSON PHYLLIS M	Clay	MN	7	1	6	1	6	0	0	0	0	0	0
1847	15.017.2101	HANDLOS MICHAEL & CAROLYN	Clay	MN	4	1	3	1	3	0	0	0	0	0	0
1868	15.030.4710	UELAND RHODA K	Clay	MN	3	1	2	1	2	0	0	0	0	0	0
9169	15.007.1250	BINGER KEVIN L & KENDRA D	Clay	MN	8	0	8	0	8	0	0	0	0	0	0
9170	15.007.1251	BINGER KEVIN L & KENDRA D	Clay	MN	3	1	2	1	2	0	0	0	0	0	0
9234	15.019.1001	CROWE ROBERT C	Clay	MN	7	1	6	1	6	0	0	0	0	0	0
176	01-0000-00003.100	HIGH PLAINS PROPERTIES LLC	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1326	01-0000-00091.100	KUEHL, BRIAN D & HEIDI B	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1327	01-0000-00092.100	BERNHARDT, JEFFREY L	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
		RUFER, MICHAEL F & DARLA L	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1329	01-0000-00017.101	GRANHOLT, JOSHUA C & SUZANNE	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1330	01-0000-00030.300	ANDERSON, PATRICK R &	Richland	ND	0	0	0	0	0	0	0	0	0	0	0

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				Totals	647	83	564	73	509	2	19	1	9	7	27
OID	Parcel ID	Name	City/	State	Total	Total	Total	Zo	ne 1	Zc	one 2	Ze	one 3	Zo	one 4
OID	Farcei_ID	Name	County	State	Structures	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.
1335	01-0000-00018.001	NELSON, CURTIS H & ELLEN D	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1336	01-0000-00019.000	GRANHOLT, CRIAG & LAVONNE	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1345	01-0000-00014.200	RUFER, MICHAEL F & DARLA L	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1348	01-0000-00028.100	GRANHOLT, CRAIG E & LAVONNE R	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1349	01-0000-00032.000	KINNEBERG, JOSHUA J	Richland	ND	1	0	1	0	0	0	1	0	0	0	0
1356	01-0000-00028.000	GRANHOLT, CRAIG E & LAVONNE R	Richland	ND	1	0	1	0	0	0	1	0	0	0	0
1367	01-0000-00097.101	RAEDER, RANDY D & DONNA J	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1375	01-0000-00124.000	ISRAELSON LAND PRTSHP LLLP	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
	01-0000-00084.000	ISRAELSON, DALLAS E	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1402	01-0000-00081.075	PATRICK, DENNIS E & WANDA I	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1405	01-0000-00001.130	ANDERSON, LORI J	Richland	ND	2	0	2	0	2	0	0	0	0	0	0
1411	01-0000-00068.100	HEESCH, RONALD G & MELISSA A	Richland	ND	4	0	4	0	0	0	4	0	0	0	0
1412	01-0000-00072.000	KOPP, ALAN P & JUNE L	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1446	01-0000-00118.100	DAVIS, ROBIN R & SHIRLEY J	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1473	01-0000-00079.000	MATHISON, LOIS M	Richland	ND	2	1	1	0	0	1	1	0	0	0	0
1478	01-0000-00081.155	PATRICK, CHAD E	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1485	01-0000-00074.000	KOPP, ALAN P & JUNE L	Richland	ND	1	0	1	0	0	0	0	0	1	0	0
1515	01-0000-00118.000	KLEIN, PAUL &	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1517	01-0000-00121.000	FALK, JAMES P & KAREN J	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1541	02-0000-00324.200	TOMMERAUS, DUWAYNE & PEGGY	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1542	01-0100-00004.010	NELSON, GARY H	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1543	01-0000-00004.210	KNUDSEN, KENNETH C & MELANIE M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1544	01-0100-00004.000	NELSON, GARY H	Richland	ND	1	0	1	0	0	0	1	0	0	0	0
1545	01-0000-00016.000	JOHNSON, MICHELE K	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1548	01-0000-00008.000	SWENSON, ALLAN P & MARY H M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1550	02-0000-00322.000	BERGH, KENNETH D & LOIS M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1551	02-0000-00329.000	ROGNE, P. TRANA	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1569	01-0000-00113.000	MILLER, JON E LTD FAMILY PRT	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1583	01-0000-00094.000	THORESON, JAMES C & CAROLINE P	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1597	01-0000-00030.100	MARSCHNER, BRANDON	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1598	01-0000-00030.250	EAGLE VALLEY EVANGELICAL	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
1600	01-0000-00004.201	KNUDSEN, KENNETH C & MELANIE M	Richland	ND	1	0	1	0	0	0	1	0	0	0	0
1604	01-0000-00001.180	ANDERSON, LORI J	Richland	ND	1	0	1	0	1	0	0	0	0	0	0
1616	01-0000-00041.000	KLEIN, PAUL &	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
5059	01-0000-00038.100	SKOOG, RYAN	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
5136	01-0000-00152.000	KNAPP, SUSAN ETAL	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
5140	01-0000-00155.200	PELTIER, DONALD J & TERESA J	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
5142	01-0000-00156.050	SKOOG, RYAN & JENNIFER	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
5147	01-0000-00166.100	SYRING, PAUL J & MICHELLE M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
5148	01-0000-00169.000	BEAUDIN, PAULINE C	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
5149	01-0000-00169.100	MORKEN, DAVID & ROXANNE	Richland	ND	0	0	0	0	0	0	0	0	0	0	0

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				Totals	647	83	564	73	509	2	19	1	9	7	27
OID	Parcel ID	Name	City/	State	Total	Total	Total	Zo	ne 1	Zc	ne 2	Z	one 3	Zo	one 4
OID	Parcei_ID	Name	County	State	Structures	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.
5152	01-0000-00176.000	JEMTRUD, SANDRA	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
5154	01-0000-00177.100	TODD, DAVID E & YVETTE M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
5159	01-0000-00198.001	BOLME, JEFFREY S & KATHLEEN M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8462	01-0000-00063.100	ALM, MELVIN J & SANDRA M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8463	01-0000-00063.075	ALM, RICKY & LAURIE	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8466	01-0000-00048.150	SCHULZ, TIMOTHY M & SHARON D	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8475	01-0000-00042.000	DOSS, JEREMEY & CLAYTON	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8476	01-0000-00041.100	NELSON, JEFF & CHAR	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8728	01-0000-00121.100	RUTTEN, ROBERT & SALLY	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8729	01-0000-00114.000	DUFNER, TERRY J & DONNA C	Richland	ND	1	0	1	0	0	0	1	0	0	0	0
8757	02-0000-00319.100	BIEL, ROY A & LISA	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8759	02-0000-00317.000	TANDESKI, JAMES R	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8760	02-0000-00318.000	MERTENS, JUSTIN & MARY	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8762	02-0000-00318.100	SCHAFFER, MARK & DAWN M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8763	02-0000-00321.000	TOPPEN, TODD & LEANN	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8764	02-0000-00321.100	DOCKTER, NEIL	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8765	02-0000-00314.000	MILLER, TIMOTHY J & STACEY M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8767	02-0000-00311.100	KRUPICH, JAMES M & NANCY M	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8775	01-0000-00130.100	HOHERTZ, JAMES B & LINDA G	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8778	01-0000-00058.000	NELLERMOE, RON L	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8782	01-0000-00063.001	ALM, MELVIN JOHN ETAL	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8785	01-0000-00053.000	GRAY, KEITH & TARA	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8786	01-0000-00037.100	SCHIOTZ, SEAN K	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
8787	01-0000-00037.050	KALINOWSKI, MATTHEW	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
9235	01-0000-00077.100	SPETEN, KENNETH J & KAREN	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
9237	01-0200-00077.110	AMBUEHL, CHARLES D	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
9251	01-0000-00001.210	ANDERSON, LORI J	Richland	ND	0	0	0	0	0	0	0	0	0	0	0
9253		ANDERSON, LORI J	Richland	ND	1	1	0	0	0	1	0	0	0	0	0
9258	01-0000-00088.100	CIRKS, PENNY	Richland	ND	2	0	2	0	0	0	2	0	0	0	0
1556	49-1410-05022.000	RAEDER, ALDA G	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
1566	49-0001-05003.000	CHRISTINE, CITY OF	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
1567	49-0001-05001.000	CHRISTINE, CITY OF	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
	49-1410-05023.001	LACHER, RANDY L	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
	49-1405-05008.002	MJONESS, JOSHUA J & JENNIFER M	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8685	49-0001-04925.000	BEAM, JAY A & PAM H	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
	49-0001-04926.000	HANSEN, RICHARD R	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
	49-0001-04849.000	HEMPEL, PAUL & LAURIE	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
	49-0001-04846.000	MOREL, MARLO G	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
	49-0001-04852.000	DES ROCHES, MICHAEL A	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
	49-0001-04843.000	DES ROCHES, JAMES A&THERESA JO	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8691	49-0001-04842.000	GELLER, ALYSSA D & TRAVIS D	Christine	ND	0	0	0	0	0	0	0	0	0	0	0

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OID	Parcel_ID	Name	City/	State	Total	Total	Total	Zo	ne 1	Zo	ne 2	Ze	one 3	Zo	one 4
Oib	Parcel_ID	Name	County	State	Structures	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.
8692	49-0001-04840.000	LANEY, CARSON	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8693	49-0001-05004.000	RAEDER, ALDA G	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8694	49-0001-05004.010	LANEY, CARSON	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8695	49-1410-05030.000	HILDEBRANT, JEANINE	Christine	ND	1	0	1	0	0	0	1	0	0	0	0
8696	49-1410-05030.100	NOREEN, JOEL C & CRYSTAL A	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8700	49-0001-04978.000	THORSELL, LEON P & DOROTHY A	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8701	49-0001-04977.000	THORSELL, LEON P & DOROTHY A	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8703	49-0001-04974.000	KIRSCH, JAMES D	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8708	49-0001-04888.000	MONSON, RANDY HOWARD	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8709	49-0500-05032.030	MONSON, RANDY HOWARD	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8713	49-0001-04991.000	SCHWAN, JANE L	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8714	49-0001-04992.000	ALBRECHT, DAVID E	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8715	49-0001-04993.000	JAMES, TOSHIKO ETAL	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8716	49-0001-04994.000	BRANDT, WARREN	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
		WIRT, SPENCER &	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8718	49-1410-05026.000	WALLEVAND, JOSEPH H & LINDA	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8719	49-1410-05025.000	TRITTIN, BEVERLY R &	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8720	49-1410-05028.000	KRAMLICH, DELORES GRACE	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8722	49-1410-05027.000	STEBLETON, KEITH	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
		ERICKSON, MARK &	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8726	49-1410-05029.000	ERICKSON, MARK &	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
8727	49-1410-05029.300	BRANDNER, DONALD W & JANICE M	Christine	ND	0	0	0	0	0	0	0	0	0	0	0
1237	22-006-0600	NESS/DAVID ALAN	Wilkin	MN	5	1	4	0	0	0	0	0	0	1	4
1238	22-006-0800	NESS/TIMOTHY A	Wilkin	MN	11	1	10	0	0	0	0	0	0	1	10
	22-007-0100	NESS/TIMOTHY A	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
1251	22-006-0700	ABRAHAMSON/SCOTT & SHERI	Wilkin	MN	5	1	4	0	0	0	0	0	0	1	4
1252	22-101-0310	KRAGERUD/KEITH & NORMA	Wilkin	MN	2	1	1	0	0	0	0	0	0	1	1
1907 1000	22-005-0300	BLILIE/KELLY S & STEFANIE	Wilkin	MN	5	1	4	0	0	0	0	0	0	1	4
	22-008-0700	C-W VALLEY COOP	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
	22-007-0400	ISRAELSON/DAVID	Wilkin	MN	2	0	2	0	0	0	2	0	0	0	0
	22-008-0110	ISRAELSON/DAVID & FRANK	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
	22-007-0610	CITIMORTGAGE, INC	Wilkin	MN	1	0	1	0	0	0	1	0	0	0	0
	22-018-0120	NORDEN/KYLE R & EMILY	Wilkin	MN	2	0	2	0	0	0	2	0	0	0	0
	22-017-0500	JOHNSON/PAUL L & LILA	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
	22-017-0520	JACOBS/THOMAS & SUSAN	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
1315	22-017-0700	NESS/JAMES A	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
	22-020-0100	HANSON/ROSE T	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
1323	22-029-0150	NELSON/KEITH A & MELISSA A	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
1324	22-029-0110	HOHENSTEIN/JOSEPH E & SARA J	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
	19-004-0410	DUERR/BRADLEY C	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
5169	19-004-0600	NELSON/BRUCE F/FAMILY LLP	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0

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				Totals	647	83	564	73	509	2	19	1	9	7	27
OID	Parcel_ID	Name	City/	State	Total	Total	Total	Zo	one 1	Ze	one 2	Ze	one 3	Z	one 4
OID	rurce_io	Torric	County	State	Structures	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.	Res.	Non-Res.
5174	19-005-0300	JOHNSON/GARY D & JANIS R	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
5177	19-008-0100	DEUTSCHER/LEROY V & LINDA L	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
5186	19-016-0400	POEHLS/TIM & GENEVIEVE	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
5188	19-016-0700	HANNEMAN/DANIEL CAROL	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
5190	19-021-0300	HULNE/JOSEPH	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
5206	22-032-0200	ELLICKSON/ND/TRUSTEE, ETAL	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
5207	22-032-0300	BYARS/MICHAEL D & DEBORAH K	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
5210	22-033-0800	BYARS/MICHAEL D & DEBORAH K	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
8527	22-101-0405	THISETH/ANDERS & CAROL/TRUSTEE	Wilkin	MN	4	1	3	0	0	0	1	0	0	1	2
8528	22-101-0305	KRAGERUD/JACQUELINE M	Wilkin	MN	3	1	2	0	0	0	0	0	0	1	2
8790	22-032-0100	ISRAELSON/FRANK ORRIN	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
8798	22-029-0200	NELSON/DONALD M	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
9153	22-017-0510	RUFER/MIKE F & DARLA L	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
9157	22-020-0200	HANSON/NILS C	Wilkin	MN	0	0	0	0	0	0	0	0	0	0	0
8795	31-029-0390	GOULET/CHARLES & HEATHER	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8796	31-029-0380	OLTHOFF/MICHEAL R	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8804	31-720-0060	NORD/CARL & JAY/ETUX	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8806	31-028-0220	STEWART/ALICE DIANNE	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8807	31-028-0230	GROSZ/JACOB L/& HAILEY L VOLD	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8808	31-028-0240	MITDAL/RONALD F	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8811	31-028-0140	STEWART/ALICE	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8812	31-028-0110	MAESSE/KEVIN & SANDRA	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8814	31-028-0300	O'DELL/ANDREA	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8817	31-028-0310	WILKIN COUNTY	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8818	31-028-0340	WILKIN COUNTY	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8821	31-724-0205	TUEL/DEREK A	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0
8822	31-724-0200	WOLVERTON EQUIPMENT CO INC	Wolverton	MN	0	0	0	0	0	0	0	0	0	0	0

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Appendix 7 - Sample Flowage Easement



FLOW	AGE EASEMENT		
THIS EASEMENT is made this day	of, 201X,	by [Insert Name(s	s)], [Insert
Marital Status], whose post office address is [I	nsert Address] ("Granto	or"); and the	
[Insert Acquiring Entity Name , a [pick one: Minnesota /	North Dakota] political
subdivision, whose post office address is [("Grantee").	Insert Address], and its succes	sors and assigns
	RECITALS		
A. The Grantee is a member of the entity consisting of Clay County, Minnesota; City of Fargo, North Dakota; and the Cass County	ity of Moorhead, Minn	esota; Cass Count	y, North Dakota;
B. The Fargo-Moorhead Metro Fl project, sponsored by the United States Arr Authority, which includes a diversion channel a damages and risks in the region; the parties r AREA FLOOD RISK MANAGEMENT PROJECT, which is of the Water Resources Reform and Developm	my Corps of Engineers and appurtenant staging efer to the project as t a federally authorized p	(the "Corps") and storage areas he FARGO-MOORHE project pursuant to	nd the Diversion s to reduce flood AD METROPOLITAN
C. Grantor owns certain real prodescribed below, in an area that may be subj Project.			
D. Grantor has agreed to convey described below, to permit Grantee to periodic certain access, survey, and exploration rights to	ally flood portions of Gr		
E. Grantor agrees to grant and cobelow, subject to the terms and conditions cor	-		operty described
In consideration of \$XXX.XX, so other good and valuable consideration, the recoparties agree as follows:			_



AGREEMENT

	1.	The Easement Property.	Grantor grants and co	nveys to Grantee a	a permanent	easement
in, on,	over,	through, and across the follo	wing real property in [Insert County and	d State]:

[Insert Description]

The above described tract contains	 acres, more o	r less.
(Collectively, the "Easement Property.")		

- A. Under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors the following perpetual right, power, privilege and easement to occasionally overflow, flood, and submerge the Easement Property in connection with the operation, maintenance, repair, replacement, and rehabilitation of the Project, together with all right, title, and interest in and to the structures and improvements now situated on the Easement Property:
 - a. excepting fencing, drain tile and related appurtenances;
 - and further excepting any existing structures outside the Federal Mitigation Zone 1 that are in compliance, or which Grantor improves to be in compliance with floodplain development ordinances enforced by the local government agency and in compliance with FEMA floodplain development rules by [INSERT DATE IMPROVEMENTS BRINGING STRUCTURE INTO COMPLIANCE NEED TO BE COMPLETED BY];
 - c. [Paragraph for ND Easements] and also excepting any newly constructed structures outside the Federal Mitigation Zone 1 on the Easement Property in accordance with floodplain development ordinances enforced by the local government agency and in accordance with FEMA floodplain development rules, which require insurable structures to be elevated at least one foot above the Base Flood Elevation (BFE), and also above the 0.2 percent annual chance event water surface elevation, whichever is higher;
 - d. [Paragraph for MN Easements] and also excepting any newly constructed structures outside the Federal Mitigation Zone 1 on the Easement Property in accordance with floodplain development ordinances enforced by the local government agency and in accordance with the requirements of the Minnesota Department of Natural Resources Dam Safety and Public Waters Work Permit 2018-0819;
 - e. and that no excavation shall be conducted and no fill placed on land within the Federal Mitigation Zone 1 and established FEMA floodway without approval by Grantee as to the location and method of excavation and/or placement of fill and verification that the fill will not impact Project operation.
- B. The above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the property owners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the Project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.
- C. Additionally under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors, and the United States, the



following access rights related to the Project regarding the Easement Property: ingress and egress in, on, over, across, and through the Access Area of the Easement Property as defined in the attached Exhibit "A"; removing structures, obstructions, and any other obstacles from the Access Area of the Easement Property; conducting observations, surveys, reviews, and data collection for environmental assessments; conducting topographic field and parcel surveys, soil analysis, soil borings, and other investigations; conducting water level, erosion, water quality, habitat, environmental, and other relevant monitoring; performing any other testing, surveys, and analysis; and necessary and reasonable rights of ingress and egress to and from the Access Area of the Easement Property subject to the provisions regard crop damages below. Grantee shall notify Grantor prior to exercising the access provisions associated with this Agreement.

- 2. <u>Easement Runs with the Easement Property</u>. This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are perpetual and will run with the Easement Property, and will be binding upon Grantor's heirs, successors, and assigns.
- 3. Removal of Unapproved Structures. Grantor must remove all unapproved structures on the Easement Property on or before [Insert Date]. Any unapproved structures remaining on the Easement Property after [Insert Date], will automatically become Grantee's property, without the need for any bill of sale or any other written instrument or agreement; Grantee may then remove any unapproved structures from the Easement Property, at its sole discretion and at its sole cost. All approved existing structures are shown on attached Exhibit "B".
- 4. **Grantor Covenants.** Grantor warrants that Grantor is the fee simple owner of the Easement Property; that Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Easement Property, or any portion of the Easement Property; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Easement Property, or any portion of the Easement Property; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Easement Property, or any portion of the Easement Property. Grantor will release, hold harmless, defend, and indemnify Grantee and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Easement Property.
- 5. <u>Taxes</u>. Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Easement Property.

6. Use of the Easement Property.

A. Grantor's Use. Subject to the provisions of this Easement, Grantor has the right and privilege to use the Easement Property at any time, in any manner, and for production of crops, pasture,



and other farm-related activities and hunting, including the right to post the Easement Property at Grantor's sole discretion to restrict public hunting rights. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee's use of the Easement Property, Grantee's rights and privileges under this Easement, or with the Project, when directed by Grantee. Grantor understands and recognizes any use of the Easement Property is at Grantor's sole risk, and that Grantee is not responsible for any damages to crops or for interference with any other of Grantor's uses of the Easement Property as a result of any inundation or any of Grantee's other rights and privileges regarding the Easement Property.

- **B. Grantee's Entry.** If Grantee enters upon the Easement Property for purposes of conducting any of the surveys or testing permitted under this Agreement, following the conclusion of any surveys or testing, Grantee will return the Easement Property as nearly as practicable to its previous condition, taking into consideration the nature of the work being performed; for example, Grantee will remove any dirt piles or equipment from the Easement Property that might unreasonably interfere with Grantor's permitted uses of the Easement Property. Grantee's ingress and egress rights to the Easement Property will be by the least intrusive means reasonable. Additionally, Grantee will reimburse Grantor for reasonable crop damages resulting from the Grantee's physical entrance upon the Easement Property for purposes of conducting such surveys or testing. Such reasonable crop damages shall be calculated based on the area disturbed, actual production history, Grantor's yields the year of the damages, and current crop prices at the time of the crop damages.
- 7. Encumbrances. Subject to the provisions below regarding the leasing or mortgaging of the Easement Property, Grantor will not encumber the Easement Property or any portion of the Easement Property or enroll the Easement Property or any portion of the Easement Property in any farm or other federal program that would be contrary to, or would in any way disrupt or interfere with, Grantee's use of the Easement Property, Grantee's rights and privileges under this Easement, or with the Project without first obtaining Grantee's consent. However, Grantor may rent or lease the Easement Property, at Grantor's sole discretion without first obtaining Grantee's consent. If Grantor rents or leases the Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including for any violations by any lessee. Additionally, Grantor may mortgage the Easement Property, at Grantor's sole discretion without first obtaining Grantee's consent so long as any mortgage is subordinate to this Easement.
- 8. <u>Waiver of Warranties</u>. The parties specifically agree neither Grantee nor any of its agents or representatives have made any representations or warranties in any way regarding the Project; Grantor's ability to use the Easement Property following construction of Project; the potential frequency of inundation of the Easement Property; Grantor's ability to enroll the Easement Property in any federal program; or Grantor's ability to obtain any farm insurance regarding the Easement Property.
- 9. **Maintenance.** Grantee's easement rights include the right, at its discretion and if necessary for purposes of proper operation and maintenance of the Project, to remove trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property. However,



Grantor is solely responsible, at Grantor's sole expense and discretion, for maintaining the Easement Property, including grass cutting and weed control, and debris removal following any inundation. Neither Grantor nor Grantee will store, cause, or permit any spillage, leakage, or discharge of fertilizers, herbicides, fungicides, and pesticides on the Easement Property (in excess of normal applications for farming purposes). Further, in no event will either party cause or permit any spillage, leakage, or discharge of any hazardous substance onto the Easement Property including, but not limited to, spillage of petroleum products or vehicle fuels, gasoline, kerosene, or other products used for the purpose of generating power, lubrication, illumination, heating, or cleaning. If either party causes or permits any spillage, leakage, or discharge of any such hazardous substance onto the Easement Property, that party shall be solely responsible for any damages arising out of such spillage, leakage, or discharge of any such hazardous substance onto the Easement Property to the extent required by law.

- 10. <u>Forbearance or Waiver</u>. The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
- 11. <u>Governing Law</u>. This Agreement will be construed and enforced in accordance with [Insert STATE] law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in [Insert County, State], and the parties waive any objection to venue or personal jurisdiction.
- 12. **Severability**. If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.
- 13. <u>Entire Agreement</u>. This Easement constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.
- 14. <u>Modifications</u>. Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee and must be recorded with the [INSERT] County Recorder's office.
- 15. **Representation**. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Easement, and agree they have not been influenced by any representations or statements made by any other parties.
- 16. <u>Headings</u>. Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.



(Signatures appear on the following pages.)

IN WITNESS WHEREOF, Grantor executed this Easement on the date written above.

			GRANTOR:
			[Insert Name of Grantor]
			[Insert Name of Grantor]
STATE OF [INSERT	1)	
COUNTY OF [INSERT]) ss.)	
State, personally appe	ared [Insert Narnd who execute	me of Grantor], [II	, a Notary Public, in and for said County and nsert Marital Status], known to me to be the foregoing instrument, and acknowledged to me
			Notary Public, State of [Insert] My Commission Expires:
(SEAL)			



			GRANTEE:
			[Acquiring Entity Name]
			By: [Name, Title]
ATTEST:			
[Name] [Title]			
STATE OF [INSERT])) ss.	
COUNTY OF [INSERT]) 55.	
personally appeared [respectively, of the [la	NAME] and nsert Acqui	d [NAME], known ring Entity Name] a	Notary Public, in and for said County and State, to me to be the Chairman and Secretary-Treasurer, and who executed the within and foregoing cuted the same on behalf of the [Insert Acquiring
			Notary Public, [County, State] My Commission Expires:
(SEAL)			
The legal description of	contained in	n this document wa	s prepared by:
[Insert Info of Surveyo	orl		



EXBHIBIT "A"

(MAP SHOWING ACCESS AREA)



EXHIBIT "B"

APPROVED EXISTING STRUCTURES



Appendix 8 - Dispute Resolution Board - Sample Claim Form



ALTERNATIVE DISPUTE RESOLUTION BOARD <u>CLAIM AFFIDAVIT</u>

Case No.				
Full Name of Person(s) Filing	Claim (PLAINT	IFFS)		
Address	City		State	Zip
Telephone Number		Email Address		
Full Name of Person(s) From V METRO FLOOD DIVERS			es (DEFENDAN	<u>T)</u>
Address	City		State	Zip
P.O. BOX 2806	FARGO		ND	58108-2806
PLAINTIFF/PLAINTIFFS clair statement of the claim and reason			DEFENDANT:	(Give a SHORT
(Attach additional sheet if neces	ssary.)			
TOTAL AMOUNT OF DAMA	GES CLAIMED	: \$		



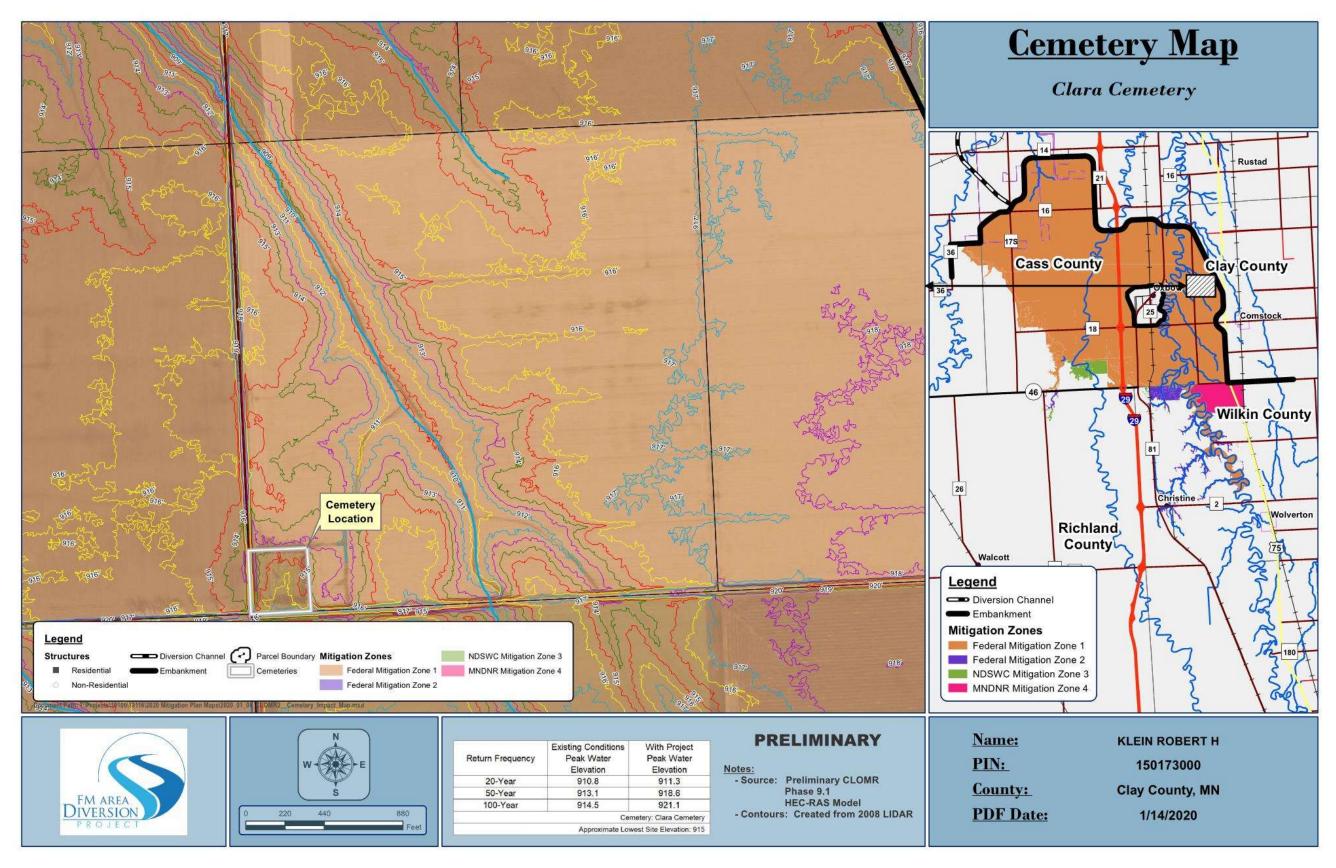
LOCATION WHERE DAMAGES OCCURRED (Please circle one of the following):

Cass County, ND	Clay C	ounty, MN	Traill County, ND
Norman County, MN	Grand	Forks County, ND	Polk County, MN
Wilkin County, MN	Richlan	nd County, ND	Other
		Plaintiff(s) Signature(s)
		Plaintiff(s) Signature(s)
STATE OF)) ss.		
COUNTY OF			
On this day o	f	, 20, before m	e, a Notary Public, in and for
said County and State, perso	nally appeared		
		, known to me to be th	ne person(s) described in and
who executed the within and t	foregoing instru	ment, and acknowledge	ed to me that executed
the same.			
(SEAL)			
		Notary Public	

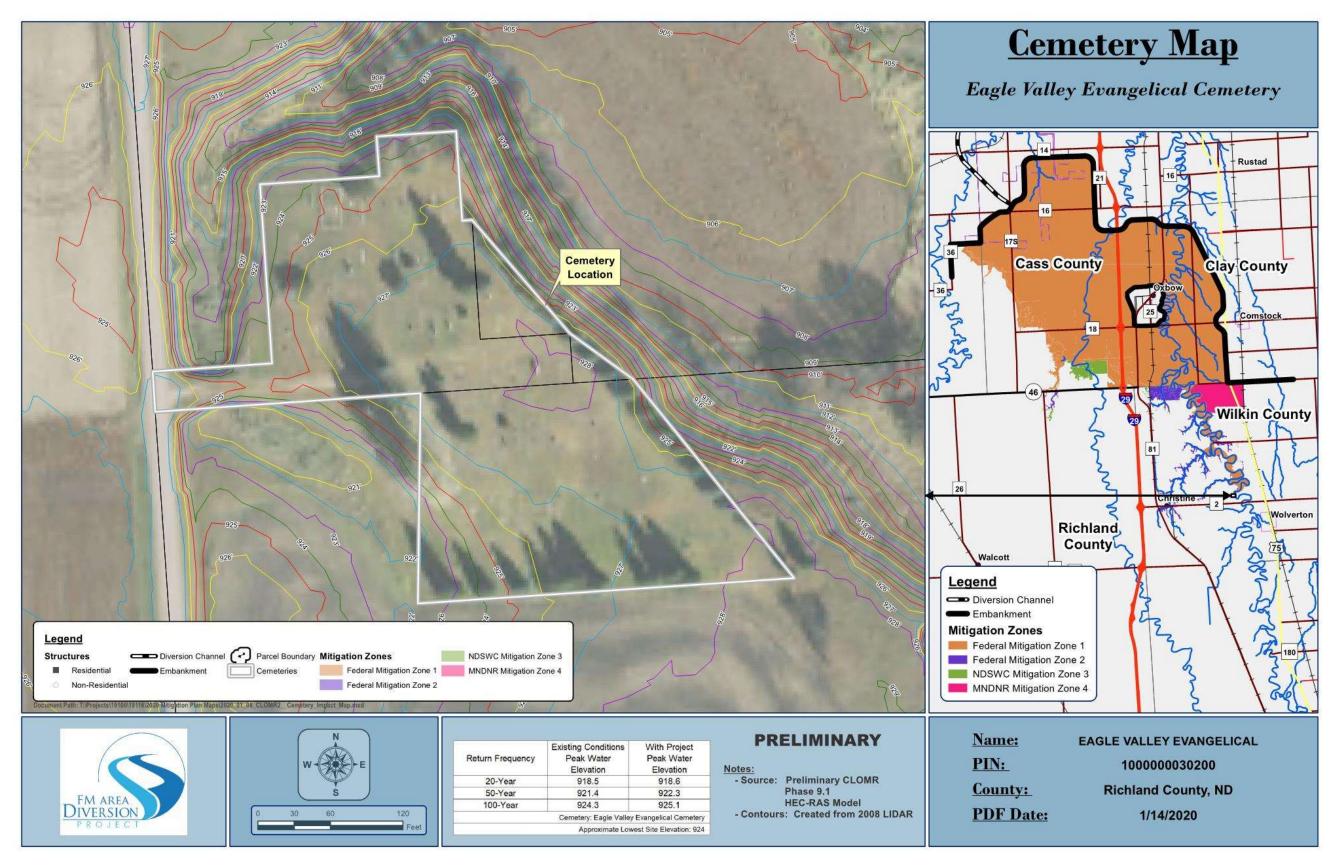


Appendix 9 - Potentially Impacted Cemetery Maps

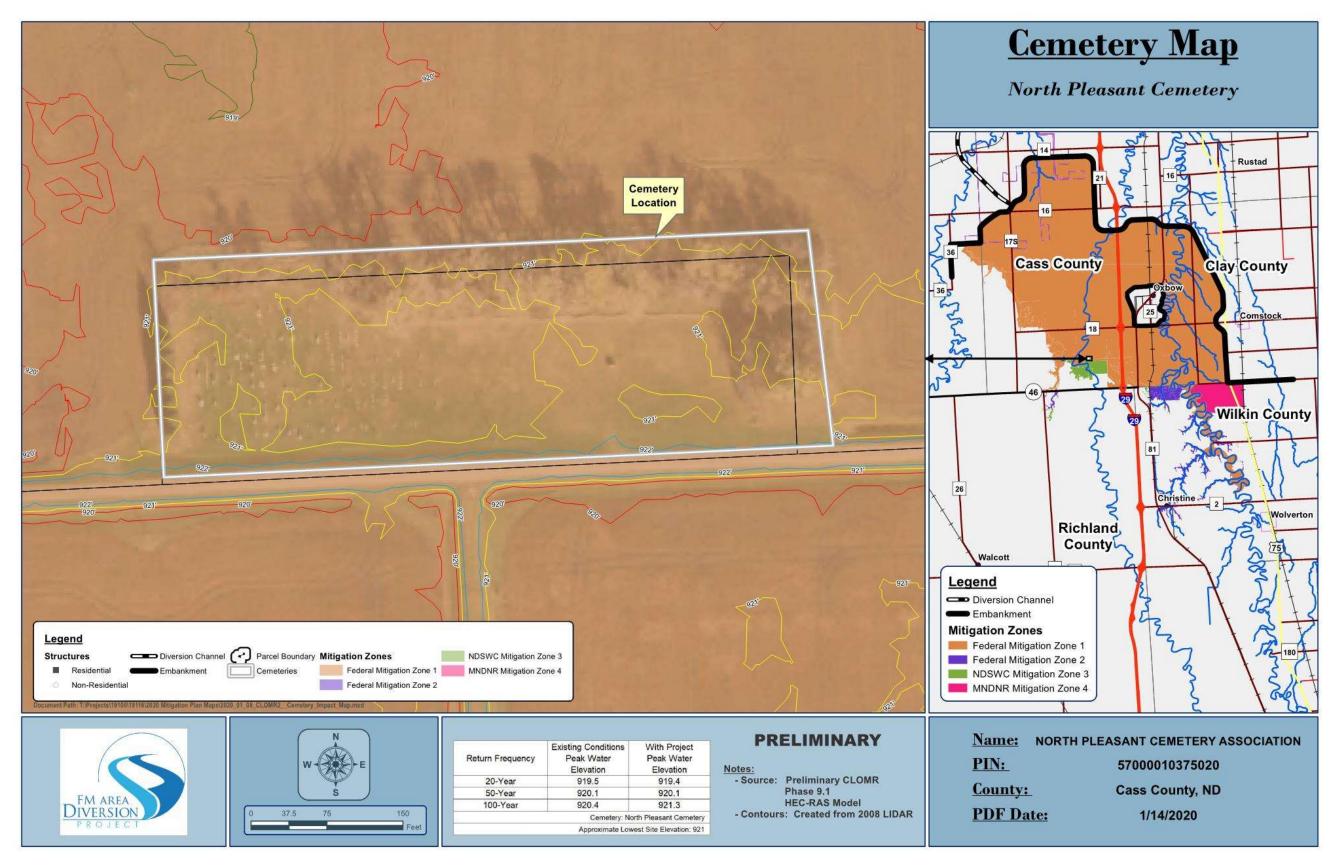




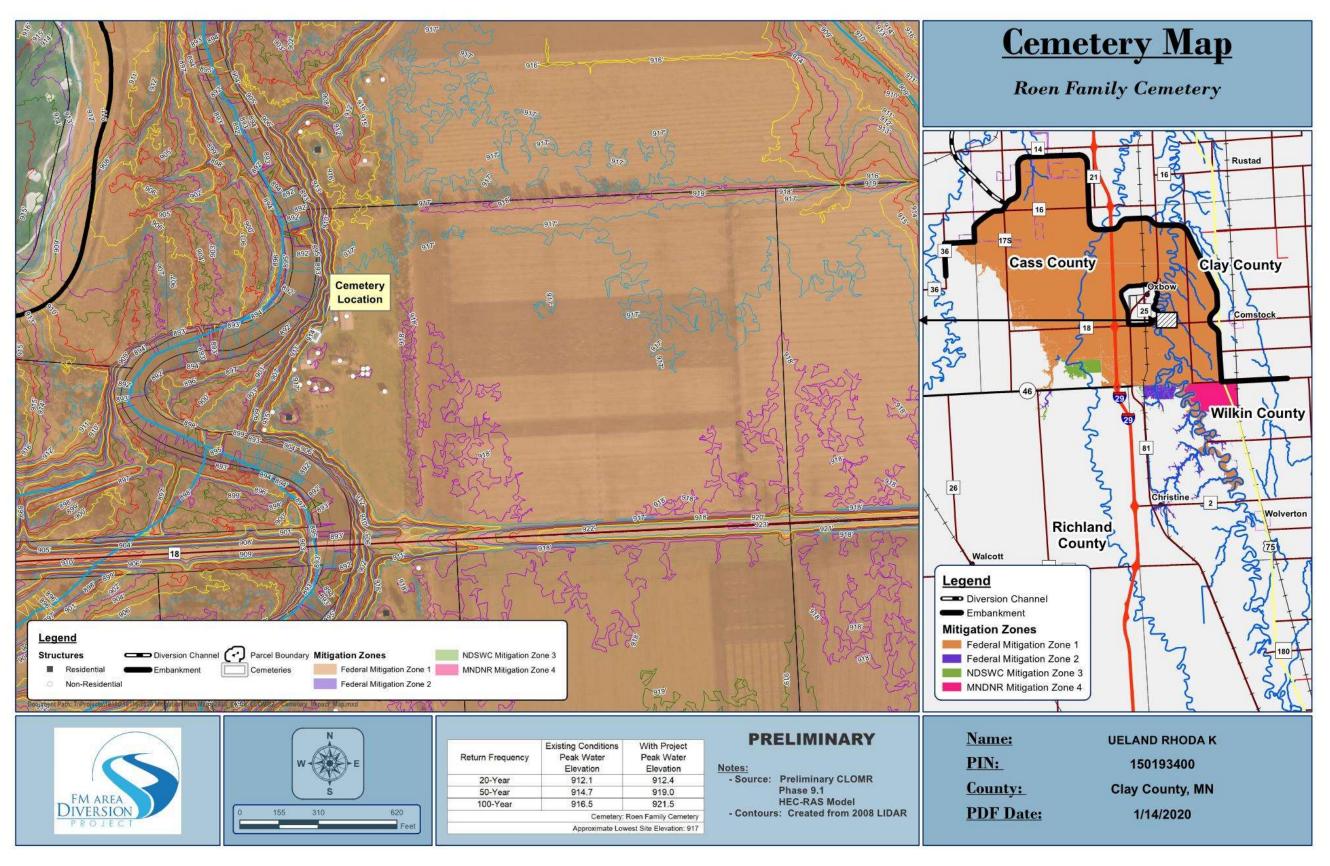




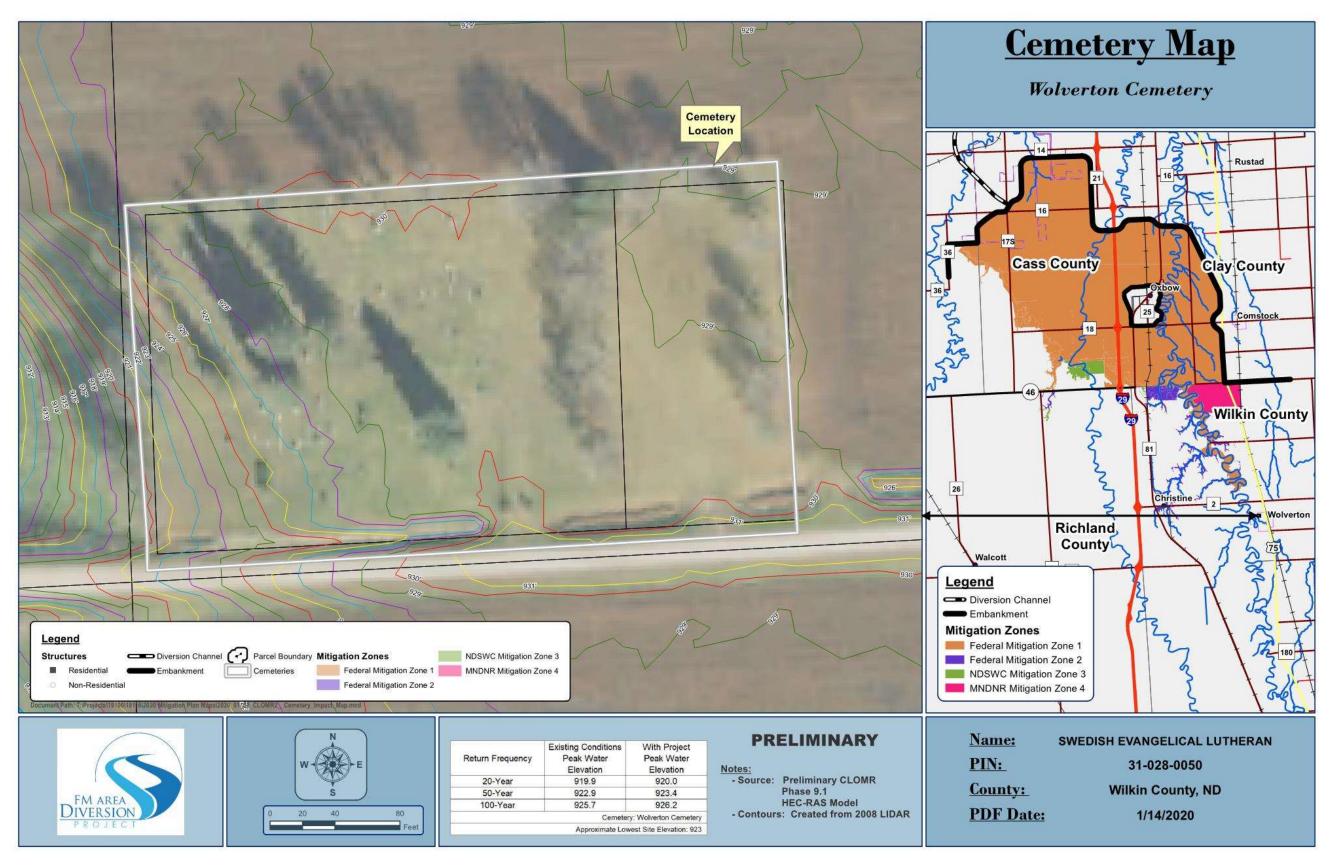














Appendix 10 - Mitigation of Historic Properties -**Programmatic Agreement**



PROGRAMMATIC AGREEMENT AMONG THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT, THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER, AND THE MINNESOTA STATE HISTORIC PRESERVATION OFFICER REGARDING

THE FARGO-MOORHEAD METRO FLOOD RISK MANAGEMENT PROJECT, CASS COUNTY, NORTH DAKOTA AND CLAY COUNTY, MINNESOTA

Final - 2011

WHEREAS, the St. Paul District, U.S. Army Corps of Engineers (Corps) is conducting a feasibility study of flood risk management measures for the cities of Fargo, Cass County, North Dakota and Moorhead, Clay County, Minnesota; and

WHEREAS, the Corps is considering the following flood risk management measures for the Fargo Moorhead metropolitan area and adjacent county areas (Figures 1 and 2): (1) a diversion channel capable of passing 20,000 cfs on the west (North Dakota) side of the Red River of the North along with upstream storage and staging areas, (Locally Preferred Plan [LPP] alternative) and (2) a diversion channel capable of passing 35,000 cfs on the east (Minnesota) side of the Red River of the North (Federally Comparable Plan [FCP] alternative).

WHEREAS, the necessary cultural resources investigations, evaluations, and coordination for compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, cannot be completed by the Corps or its agent prior to starting the design stage of the Fargo-Moorhead Metropolitan Flood Risk Management Project (Project); and

WHEREAS, the Corps has established the Project's Area of Potential Effects (APE), as required by 36 CFR § 800.4(a)(1) and defined in section 800.16(d), as consisting of the footprint of the selected diversion plan including the diversion channel alignment, its associated tieback levee(s), associated construction work areas, construction staging areas, borrow areas, and disposal areas, as well as associated upstream water storage and water staging areas, project-related floodproofing locations, and the viewshed to one-half mile from the diversion channel's centerline, to one-eighth mile from the tieback levee's centerline, and to one-eighth mile outside the storage area boundary levee's centerline; and

WHEREAS, the Corps has determined that the Project may have effects on historic properties within the APE and has consulted with the Advisory Council on Historic Preservation (Advisory Council) pursuant to section 800.2(b) of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), and the Advisory Council has declined to participate in the Programmatic Agreement for this Project; and

WHEREAS, the City of Fargo, North Dakota, and the City of Moorhead, Minnesota (Cities), as the non-Federal sponsors for the Project, have participated in consultation on the Project's flood risk management measures and have been invited to concur in this Programmatic Agreement as consulting parties; and



WHEREAS, Cass County in North Dakota and Clay County in Minnesota are also interested parties and have been invited to participate in consultation on the Project's flood risk management measures and to concur in this Programmatic Agreement as consulting parties; and

WHEREAS, the Corps' St. Paul District Engineer initially contacted the chairman or chairwoman of the Sisseton-Wahpeton Oyate, the White Earth Band of Minnesota Chippewa, the Leech Lake Band of Ojibwe, the Turtle Mountain Band of Chippewa, the Upper Sioux Community of Minnesota, the Lower Sioux Indian Community, the Spirit Lake Tribe, and the Red Lake Band of Chippewa Indians, by letter dated April 8, 2009; initially contacted the chairman or chairwoman of the Bois Forte Band of Chippewa Indians, the Three Affiliated Tribes (Mandan, Hidatsa and Arikara Nation), the Northern Cheyenne Tribe, the Standing Rock Sioux Tribe, the Yankton Sioux Tribe, and the Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, by letter dated October 7, 2010; and initially contacted the chairman of the Crow Creek Sioux Tribe and the Flandreau Santee Sioux Tribe, by letter dated May 2011, to determine these tribes' interest in the Project, particularly regarding potential Project effects on properties important to their history, culture, or religion, including traditional cultural properties, and the Corps will consult with any of these tribes interested in this Project; and

WHEREAS, opinions and comments on the Project and its alternative alignments have been and will be solicited through comment periods on the Environmental Impact Statement and public meetings, including those held to comply with the National Environmental Policy Act (NEPA);

NOW THEREFORE, the Corps, the North Dakota State Historic Preservation Officer (SHPO), and the Minnesota State Historic Preservation Officer agree that upon filing this Programmatic Agreement (PA) with the Advisory Council on Historic Preservation, the Corps will implement the following stipulations in order to comply with Section 106 of the National Historic Preservation Act, as amended, with respect to the Project.

STIPULATIONS

The Corps will ensure that the following measures are carried out prior to the start of construction on Project flood risk management features at the cities of Fargo, Cass County, North Dakota, and Moorhead, Clay County, Minnesota:

A. The Corps will ensure that archeologists, historians, and architectural historians meeting the professional qualification standards given in the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* will conduct or directly supervise all cultural resources identification, evaluation, and mitigation related to this Project, to include archeological surveys and testing, historic structure inventories and evaluation, and data recovery and documentation mitigation, and be permitted in North Dakota pursuant to North Dakota Century Code Section 55-03-01 and in Minnesota pursuant to Minnesota Statutes Sections 138.31 to 138.42.



- B. <u>Literature and Records Search</u> Prior to conducting any cultural resources fieldwork, the Corps or its contractors or the Cities' contractors shall at a minimum consult the site files, previous survey reports, and other documents at the Historic Preservation Division of the State Historical Society of North Dakota at Bismarck and at the State Historic Preservation Office at the Minnesota Historical Society in St. Paul, for information on previously recorded cultural resources sites, site leads, and previously surveyed areas in the Project's APE.
- C. <u>Phase I Cultural Resources Investigation</u> The Corps or its contractors or the Cities' contractors will conduct a Phase I survey of all previously uninventoried project areas in order to locate any cultural resources (prehistoric, historic, and architectural) within the Project's APE. The cultural resources investigation will be an intensive, on-the-ground study of the area sufficient to determine the number and extent of the resources present and their relationships to Project features. The archeological investigations will take into account the unique geomorphology of the Red River Valley, and the potential for deeply buried soils. The survey also will consider and address visual effect impacts of proposed above-ground components (e.g., tieback levees) to cultural resources and landscapes within the project APE.
- D. Phase II Testing and Evaluation The Corps or its contractors or the Cities' contractors will evaluate the National Register of Historic Places eligibility of all cultural resources sites or structures over 50 years old located within the APE. Evaluation shall include subsurface testing using one-meter by one-meter excavation units to determine the information potential of prehistoric and historic archeological sites and archival research for historic archeological and architectural sites. The Corps will request the concurrence of the North Dakota SHPO or Minnesota SHPO, whichever is applicable, in determining each such site or structure's eligibility or non-eligibility to the National Register.
- E. <u>Phase III Mitigation</u> The Corps will avoid or minimize Project-related adverse effects to historic properties (National Register of Historic Places-listed or eligible sites, structures, buildings, districts, or objects) to the extent practicable. Where adverse effects due to the Project are not avoidable, the Corps will coordinate and implement a Memorandum of Agreement (MOA) with the North Dakota and/or Minnesota SHPO and the other consulting parties, any affected Indian tribes, and other interested parties, as applicable, to mitigate the adverse effects.
- F. <u>Burials</u> If any human burials are encountered during the cultural resources field work or Project construction, the Corps and its contractors and the Cities' contractors will comply with the Native American Graves Protection and Repatriation Act (NAGPRA) for federal or tribal lands, or with North Dakota Century Code Section 23-06-27, "Protection of Human Burial Sites, Human Remains, and Burial Goods," and North Dakota Administrative Code Chapter 40-02-03, "Protection of Prehistoric and Historic Human Burial Sites, Human Remains, and Burial Goods," for all other lands in North Dakota, or with Minnesota Statutes Section 307.08, Minnesota Private Cemeteries Act, for all other lands in Minnesota, whichever is applicable.
- G. <u>Traditional Cultural Properties</u> The Corps or its contractor will consult and coordinate with the tribes listed in the 8th WHEREAS clause above to identify sites of traditional religious or cultural importance to the tribe or their members within the Project area. Such sites shall be



avoided or adverse effects to them minimized to the extent practicable and the remaining effects mitigated per a MOA developed between the Corps, the applicable SHPO, and the affected tribe(s). Specific cultural and locational information on Traditional Cultural Properties (TCPs) is considered sensitive information by the tribes. Only general descriptions and general locational information will be released to the general public, unless otherwise required by law.

- H. <u>Curation</u> The Corps or its contractors or the Cities' contractors shall ensure that all materials and records resulting from the survey, evaluation, and data recovery or mitigation conducted for the Project, or recovered during Project construction, will be curated in accordance with 36 CFR Part 79, "Curation of Federally-Owned and Administered Archeological Collections" at a facility within the state of North Dakota or the state of Minnesota, depending upon the location of the cultural resources fieldwork or site(s) being investigated, unless the private landowner wishes to retain ownership of artifacts recovered from his/her land.
- I. <u>Construction Monitoring</u> In order to minimize or avoid construction delays, monitoring of construction earthwork by a qualified professional archeologist is recommended at certain Project locations, such as river terraces, oxbows, and floodplains, which have a high potential for deeply buried archeological resources that cannot be reached by normal archeological subsurface testing methods. Any monitoring at a TCP location will also have a knowledgeable tribal representative present or available. The Corps will determine which specific locations should have construction monitoring based upon the results of the Phase I cultural resources investigation and the TCP study (Stipulations C and G above) and available soils and geomorphology information.
- J. <u>Discoveries During Project Implementation</u> Should an unidentified site or property that may be eligible for inclusion in the National Register be discovered during Project construction, the Corps will cease all work in the vicinity of the discovered property until it can be evaluated pursuant to guidelines in Stipulation D of this Programmatic Agreement. If the property is determined to be eligible, the Corps shall comply with the provisions of Stipulation E above. Project actions which are not in the area of the discovery may proceed while the consultation and any necessary evaluation and mitigation work is conducted.
- K. <u>Reports</u> The Corps shall ensure that draft and final reports resulting from actions pursuant to the Stipulations of this Programmatic Agreement will be provided to the appropriate SHPOs, the non-Federal sponsors, and upon request, to other parties to this agreement. All parties will have 30 days to review and comment on any draft reports furnished to them.

ADMINISTRATIVE PROCEDURES

L. <u>Dispute Resolution</u> – Should the North Dakota SHPO, the Minnesota SHPO, or a concurring party to the PA object to any plans, documents, or reports prepared under the terms of this PA within 30 days after receipt, the Corps shall consult with the party to resolve the objection. If the Corps determines that the objection cannot be resolved, the Corps shall forward all documentation relevant to the dispute to the Advisory Council. Any recommendation or comment provided by the Advisory Council will be understood to pertain only to the subject of



the dispute. The Corps' responsibility to carry out all actions under this PA that are not the subject of the dispute will remain unchanged.

- M. <u>Amendments</u> Any party to this PA may request that it be amended, whereupon the parties will consult to consider such amendment. The PA may only be amended with the written concurrence of all parties who have signed the PA.
- N. <u>Anti-Deficiency Provision</u> All obligations on the part of the Corps under this PA shall be subject to the appropriation, availability and allocation of sufficient funds to the St. Paul District for such purposes.

O. Termination

- Proof of compliance with the Stipulations to the satisfaction of the Corps, the North Dakota SHPO and the Minnesota SHPO will constitute termination of this Programmatic Agreement.
- 2. If the terms of this PA have not been implemented fifteen years after execution, this agreement will be null and void. In such an event, the Corps shall notify the North Dakota SHPO and the Minnesota SHPO of its expiration, and if appropriate, shall re-initiate review of the undertaking in accordance with 36 CFR part 800.
- 3. Any signatory party to this PA may withdraw from it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to withdrawal to seek agreement on amendments or other actions that would avoid withdrawal. In the event of termination, or withdrawal, the Corps will comply with federal regulation 36 CFR part 800, Protection of Historic Properties.

Execution of this Programmatic Agreement, its subsequent filing with the Advisory Council, and implementation of its Stipulations evidences that the Corps has taken into account the effects of the Project on National Register listed or eligible historic properties, and has satisfied its Section 106 responsibilities for all aspects of this undertaking.

4 2 1

Date: 29 June 2011

LTC. Kendall A. Bergmann, Acting District Engineer

NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER

ST. PAUL DISTRICT, U.S. ARMY CORPS OF ENGINEERS

Merlan E. Paaverud, Jr., State Historic Preservation Officer Date: July 13, 2011



Britta Bloomberg, Deputy State Historic Preservation	4
Concur:	
CITY OF FARGO	
BY: Dennis Walaker, Mayor	Date: 7-11.11
CITY OF MOORHEAD	
BY: Mark Voxland, Mayor	Date: 7-6-2001
BY: Michael J Redlinger, City Manager	Date: 7-6-11
CASS COUNTY BOARD OF COMMISSIONERS	
BY:	Date: 7-6-11
CLAY COUNTY BOARD OF COMMISSIONERS	
BY: Jon Evert, Chairman	Date:



Programmatic Agreement Fargo-Moorhead Metro Flood Risk Management Project Page 7	
Concur:	
SISSETON WAHPETON OYATE	
BY:Robert Shepherd, Chairman	Date:
WHITE EARTH BAND OF MINNESOTA CHIPPEWA	
BY:Erma Vizenor, Chairwoman	Date:
LEECH LAKE BAND OF OJIBWE	
BY: Arthur "Archie" LaRoso, Chairman GINA LEMON, KLTHPO	Date: July 26, 2011
TURTLE MOUNTAIN BAND OF CHIPPEWA	
BY: Merle St. Claire, Chairman	Date:
UPPER SIOUX COMMUNITY OF MINNESOTA	
BY: Kevin Jensvold, Chairman	Date:
LOWER SIOUX INDIAN COMMUNITY	
BY:Gabe Prescott, President	Date:



Programmatic Agreement Fargo-Moorhead Metro Flood Risk Management Project Page 8 Concur: SPIRIT LAKE TRIBE _____ Date: ____ Roger Yankton, Sr., Chairman BOIS FORTE BAND OF CHIPPEWA INDIANS Date: Kevin Leecy, Chairman THREE AFFILIATED TRIBES (MANDAN, HIDATSA AND ARIKARA NATION) _____ Date: _____ Tex G. Hall, Chairman NORTHERN CHEYENNE TRIBE Date: Leroy Spang, President STANDING ROCK SIOUX TRIBE _____ Date: _____ Charles W. Murphy, Chairman ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK INDIAN RESERVATION Date: A.T. "Rusty" Stafne, Chairman



BY:Anthony Paidar Pracident	Date:
FLANDREAU SANTEE SIOUX TRIBE	
BY: Duane Big Eagle, Sr., Chairman	Date:
CROW CREEK SIOUX TRIBE	
BY:Robert Cournoyer, Chairman	Date:
YANKTON SIOUX TRIBE	
Concur:	
Fargo-Moorhead Metro Flood Risk Management Project Page 9	
Programmatic Agreement	





Figure 1. Proposed North Dakota Diversion alignments (Locally-Preferred Plan).



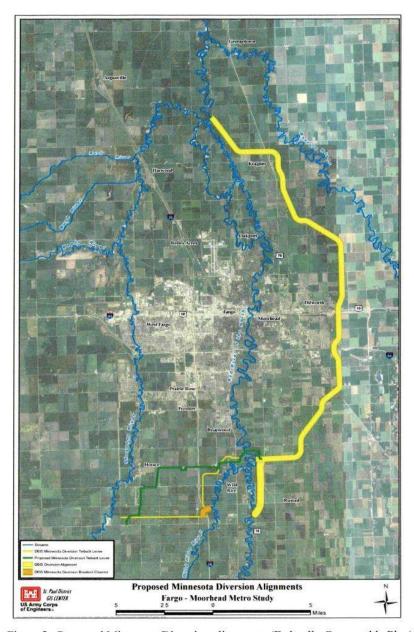


Figure 2. Proposed Minnesota Diversion alignments (Federally Comparable Plan).



Programmatic Agreement Amendment No. 1 Fargo-Moorhead Metro Flood Risk Management Project Page 1 of 3

PROGRAMMATIC AGREEMENT AMONG THE U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT, THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER, AND THE MINNESOTA STATE HISTORIC PRESERVATION OFFICER REGARDING

THE FARGO-MOORHEAD METRO FLOOD RISK MANAGEMENT PROJECT, CASS COUNTY, NORTH DAKOTA AND CLAY COUNTY, MINNESOTA

AMENDMENT NO. 1

WHEREAS, the St. Paul District, U.S. Army Corps of Engineers (Corps) is continuing to evaluate and design flood risk management measures for the cities of Fargo, Cass County, North Dakota and Moorhead, Clay County, Minnesota; and

WHEREAS, a Programmatic Agreement between the Corps, the North Dakota State Historic Preservation Officer, and the Minnesota State Historic Preservation Officer, was executed on June and July 2011; and

WHEREAS, project features may include environmental mitigation areas and in-town (Fargo and Moorhead) levees, in addition to those previously addressed in the original Programmatic Agreement;

NOW THEREFORE, the parties agree to amend the Programmatic Agreement as follows:

Revise the 4th WHEREAS clause from:

WHEREAS, the Corps has established the Project's Area of Potential Effects (APE), as required by 36 CFR § 800.4(a)(1) and defined in section 800.16(d), as consisting of the footprint of the selected diversion plan including the diversion channel alignment, its associated tieback levee(s), associated construction work areas, construction staging areas, borrow areas, and disposal areas, as well as associated upstream water storage and water staging areas, project-related floodproofing locations, and the viewshed to one-half mile from the diversion channel's centerline, to one-eighth mile from the tieback levee's centerline, and to one-eighth mile outside the storage area boundary levee's centerline; and

To the following:

WHEREAS, the Corps has established the Project's Area of Potential Effects (APE), as required by 36 CFR § 800.4(a)(1) and defined in section 800.16(d), as consisting of the footprint of the selected diversion plan including the diversion channel alignment, its associated tieback levee(s), associated construction work areas, construction staging areas, borrow areas, and disposal areas, as well as associated upstream water storage and water staging areas, project-related floodproofing locations, project-related environmental mitigation areas, project-related in-town



Programmatic Agreement Amendment No. 1 Fargo-Moorhead Metro Flood Risk Management Project Page 2 of 3

(Fargo and Moorhead) levees, and the viewshed to one-half mile from the diversion channel's centerline and all other above-ground project features; and

Signature below indicates concurrence with the above proposed amendment to the original Programmatic Agreement.
ST. PAUL DISTRICT, U.S. ARMY CORPS OF ENGINEERS BY: DATE: 15 Nov 2-612 COL Michael J. Price, District Engineer
NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER
BY: DATE: //- 20-/2 Merlan E. Paaverud, Jr., State Historic Preservation Officer
MINNESOTA STATE HISTORIC PRESERVATION OFFICER
BY: Parvard DATE: 12-04-2012 Barbara M. Howard, MN Deputy State Historic Preservation Officer
Concur:
CITY OF FARGO BY: There and Wolfels DATE: 12-19-12
BY: Dennis Walaker, Mayor Dennis Walaker, Mayor
CITY OF MOORHEAD
BY: Mark Voxland, Mayor DATE: 2-14-2013
BY: Michael Redfinger, City Manager DATE: 2/13/13



Programmatic Agreement Amendment No. 1 Fargo-Moorhead Metro Flood Risk Management Project Page 3 of 3

Concur:			
CASS COUNTY BOARD OF COMMISSIONERS			
BY: Wennett Ken Pawluk, Chairman	_ DATE: _	1-7-2013	
Vern Benney CLAY COUNTY BOARD OF COMMISSIONERS			
BY: University Grant Weylond, Chairman	_ DATE: _	2-15-13	
WayNe Ingersoll			
LEECH LAKE BAND OF OJIBWE			
BY: Circle Manager Land Manager Property Company		5-15-13	