

CCJWRD Board Meeting Agenda: Thursday October 24th, 2024

Location: Virtual Meeting via MS Teams

Time: 8:00 am

Metro Flood Diversion Project

- a. Property Owner Negotiation / Discussion
- b. Project Updates & General Topics
 - 1. Litigation Action Update (Chris) [pg. 2-5](#)
 - 2. Lands Status Report (Eric) [pg. 6-12](#)
 - 3. OIN 837 Excess Lands Recommendation (Jodi) [pg. 13-20](#)
 - 4. OIN 2185 Excess Lands Recommendation (Jodi) [pg. 21-27](#)
 - 5. OIN 1080Y & OIN 1926 Excess Lands Recommendation (Jodi) [pg. 28-47](#)
 - 6. RIMP Update (Jodi) [pg. 48-61](#)
 - 7. Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA (Eric) [pg. 62-76](#)
- c. Appraisal Review
 - 1. Christine Appraisal Reviews (Dean) [pg. 77-126](#)
- d. Acquisition Review / Approval
 - 1. OIN 1195X/1196X Field Approach (Dean) [pg. 127-140](#)
 - 2. Executive Session Items (Jodi, Chris, Rob) [pg. 141](#)
- e. Land Agent Reports/Updates
- f. Relocation and RHDP Reimbursement Review / Approval
 - 1. OIN 9993 Relocation Claim (Ken) [pg. 142-150](#)
 - 2. OIN 1893 Relocation Claim (Ken) [pg. 151-159](#)
 - 3. OIN 9462 Relocation Claim (Ken) [pg. 160-169](#)
 - 4. OIN 1093x Replacement Rental Claim (Katie) [pg. 170-180](#)
 - 5. OIN 840 Replacement Rental Claim (Katie) [pg. 181-192](#)
- g. Contracting Actions (Jessica)
 - 1. Contracting Actions for CCJWRD [pg. 193-197](#)

ND Litigation Actions Summary Sheet

10/14/2024

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
1	7002	UMA	Cass	In Eminent Domain	Settlement has been reached	BRENDAN CHRISTENSON DANIEL CHRISTENSON	Nicholas R. Delaney / Igor Lenzner (Rinke Noonan)	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
2	1922 1927	UMA	Cass	In Eminent Domain	Settlement has been reached	ELEANOR BRANDT TRUST	Nicholas R. Delaney / Igor Lenzner (Rinke Noonan)	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
3	1958	UMA	Cass	In Eminent Domain	Settlement has been reached	DANIEL TROTTIER	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
4	1898	UMA	Cass	In Eminent Domain	Settlement has been reached	RYAN HANSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
5	1959	UMA	Cass	In Eminent Domain	Settlement has been reached	PETER IHLE	Al Baker/Cash Aaland	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
6	872 873 874 875	UMA	Cass	In Eminent Domain	TBD	ALLEN M. RICKER DIANE M. RICKER	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
7	1896 2052	UMA	Cass	In Eminent Domain	TBD	STANLEY D. ANDERSON TERRI RAE ANDERSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
8	1964	UMA	Cass	In Eminent Domain	TBD	MICHAEL D. BRAKKE, ET AL.	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
9	1997	UMA	Cass	In Eminent Domain	TBD	MRKM TRUST, ET AL.	Al Baker/Cash Aaland	Wade Whitworth (HDR)	Ohnstad Twichell Chris McShane
10	2051	UMA	Cass	In Eminent Domain	TBD	PATRICIA N. ASKEGAARD	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
11	2361	UMA	Cass	In Eminent Domain	TBD	DONALD ROBERT COSSETTE	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
12	845	UMA	Cass	In Eminent Domain	TBD	MICHAEL BRAKKE	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
13	1946	UMA	Cass	In Eminent Domain	TBD	LAWRENCE WAYNE COSSETTE	Al Baker/Cash Aaland	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
14	1950 1963 1966	UMA	Cass	In Eminent Domain	TBD	ROBERT R. ASKEGAARD	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
15	1974 1976	UMA	Cass	In Eminent Domain	TBD	PAUL E. BRAKKE	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
16	2042	UMA	Cass	In Eminent Domain	TBD	HERTSGAARD FAMILY LLLP	Al Baker/Cash Aaland	Wade Whitworth (HDR)	Ohnstad Twichell Chris McShane
17	5032	UMA	Cass	In Eminent Domain	TBD	RILEY O. BRAATEN	Al Baker/Cash Aaland	Lisa Brekkestran (Ulteig)	Ohnstad Twichell Chris McShane

ND Litigation Actions Summary Sheet

10/14/2024

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
18	1938 1977 1978	UMA	Cass	In Eminent Domain	TBD	BRASSE FAMILY	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
19	831	UMA	Cass	In Eminent Domain	TBD	JOHN LOFFELMACHER	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
20	2025	UMA	Cass	In Eminent Domain	TBD	JEFF ERICKSON JAYE ERICKSON	Al Baker/Cash Aaland	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
21	2022	UMA	Cass	In Eminent Domain	TBD	CHARLIE CHRISTIANSON (CASS CO.)	Al Baker/Cash Aaland	Kelsey Lee (HDR)	Larkin Hoffman Rob Stefanowicz
22	842	UMA	Cass	In Eminent Domain	TBD	TIMOTHY J. HANSON, ET AL	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
23	1895 1991	UMA	Cass	In Eminent Domain	TBD	RUTH EVERT (Deceased) CHARLES EVERT	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
24	8920	UMA	Cass	In Eminent Domain	TBD	MICHAEL HANSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
25	8782	UMA	Richland	In Eminent Domain	TBD	MELVIN & RICK ALM	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
26	1594	UMA	Richland	In Eminent Domain	TBD	CHARLIE CHRISTIANSON (RICHLAND CO.)	Al Baker/Cash Aaland	Kelsey Lee (HDR)	Larkin Hoffman Rob Stefanowicz
27	9115 9116	UMA	Richland	In Eminent Domain	TBD	ISRAELSON LAND PARTNERSHIP	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
28	9112	UMA	Richland	In Eminent Domain	TBD	MATTHEW & STEPHANIE KALINOWSKI	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
29	8476	UMA	Richland	In Eminent Domain	TBD	JEFF & CHAR NELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
30	1584 1585	UMA	Richland	In Eminent Domain	TBD	NESS FAMILY FARM	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
31	7110	UMA	Richland	In Eminent Domain	TBD	LEIF & DANIELLE OLSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
32	8783	UMA	Richland	In Eminent Domain	TBD	GARY & NANCY ISRAELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
33	5059 8779 8784 8788	UMA	Richland	In Eminent Domain	TBD	RYAN SKOOG	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
34	9235	UMA	Richland	In Eminent Domain	TBD	KENNETH & KAREN SPETEN	Lies, Bullis, and Hatting Law Office	Drew Nicklay (Ulteig)	Larkin Hoffman Rob Stefanowicz
35	1335 1338 1351 1355 1360 1363 1512	UMA	Richland	In Eminent Domain	TBD	CURTIS & ELLEN NELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz

ND Litigation Actions Summary Sheet

10/14/2024

Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
36	1339 1481	UMA	Richland	In Eminent Domain	TBD	DALLAS ISRAELSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
37	1471 1496 1475 1479	UMA	Richland	In Eminent Domain	TBD	LARRY & JANE JOHNSON	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
38	1330	UMA	Richland	In Eminent Domain	TBD	PATRICK & LORI ANDERSON	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
39	8786	UMA	Richland	In Eminent Domain	TBD	BECCA SAUNDERS	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
40	1478	UMA	Richland	In Eminent Domain	TBD	CHAD PATRICK	Lies, Bullis, and Hatting Law Office	Oly Olafson (HDR)	Larkin Hoffman Rob Stefanowicz
41	1542 1544 1586	UMA	Richland	In Eminent Domain	TBD	GARY NELSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
42	1543 1600 7221	UMA	Richland	In Eminent Domain	TBD	KENNETH & MELANIE KNUDSEN	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
43	176	UMA	Richland	In Eminent Domain	TBD	HIGH PLAINS PROPERTIES, LLC	Al Baker/Cash Aaland	Dale Ahlsten (ProSource)	Larkin Hoffman Rob Stefanowicz
44	1349 7226	UMA	Richland	In Eminent Domain	TBD	JOSHUA KINNEBERG	Al Baker/Cash Aaland	Oly Olafson (HDR)	Larkin Hoffman Rob Stefanowicz
45	1342 1583	UMA	Richland	In Eminent Domain	TBD	JAMES & CAROLINE THORESON	Al Baker/Cash Aaland	Oly Olafson (HDR)	Larkin Hoffman Rob Stefanowicz
46	1548	UMA	Richland	In Eminent Domain	TBD	ALLAN & MARY SWENSON	Al Baker/Cash Aaland	Lisa Brekkestran (Ulteig)	Larkin Hoffman Rob Stefanowicz
47	1891	UMA	Cass	In Eminent Domain	TBD	RODNEY & CHERIE MATHISON	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
48	1953	UMA	Cass	In Eminent Domain	TBD	GERALD & GAIL MOE	Al Baker/Cash Aaland	Oly Olafson (HDR)	Ohnstad Twichell Chris McShane
49	2002	UMA	Cass	In Eminent Domain	TBD	GARY & PATRICIA REDLIN	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
50	1967 1968	UMA	Cass	In Eminent Domain	TBD	STUART & PAT BOYER	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane

ND Litigation Actions Summary Sheet

10/14/2024

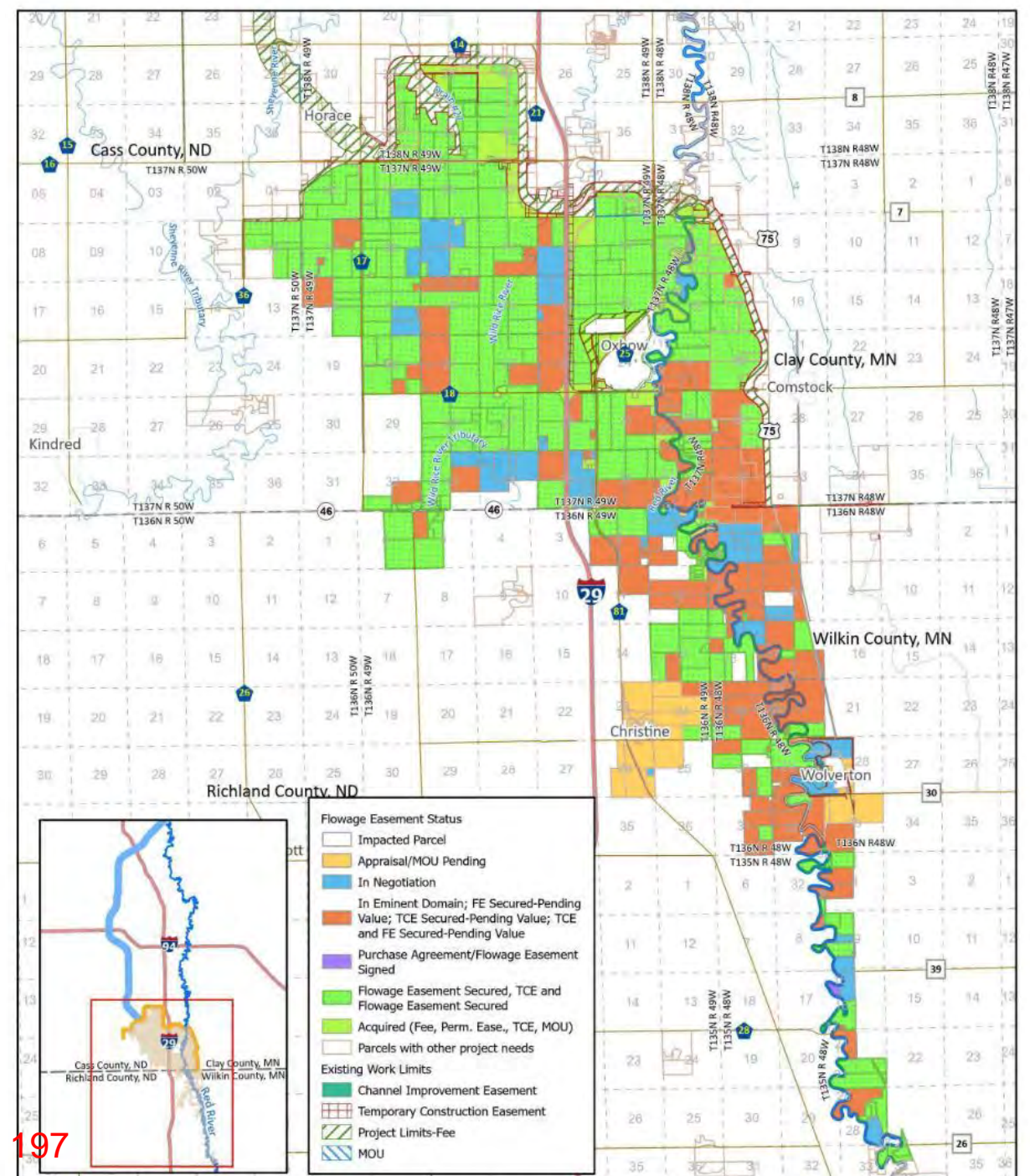
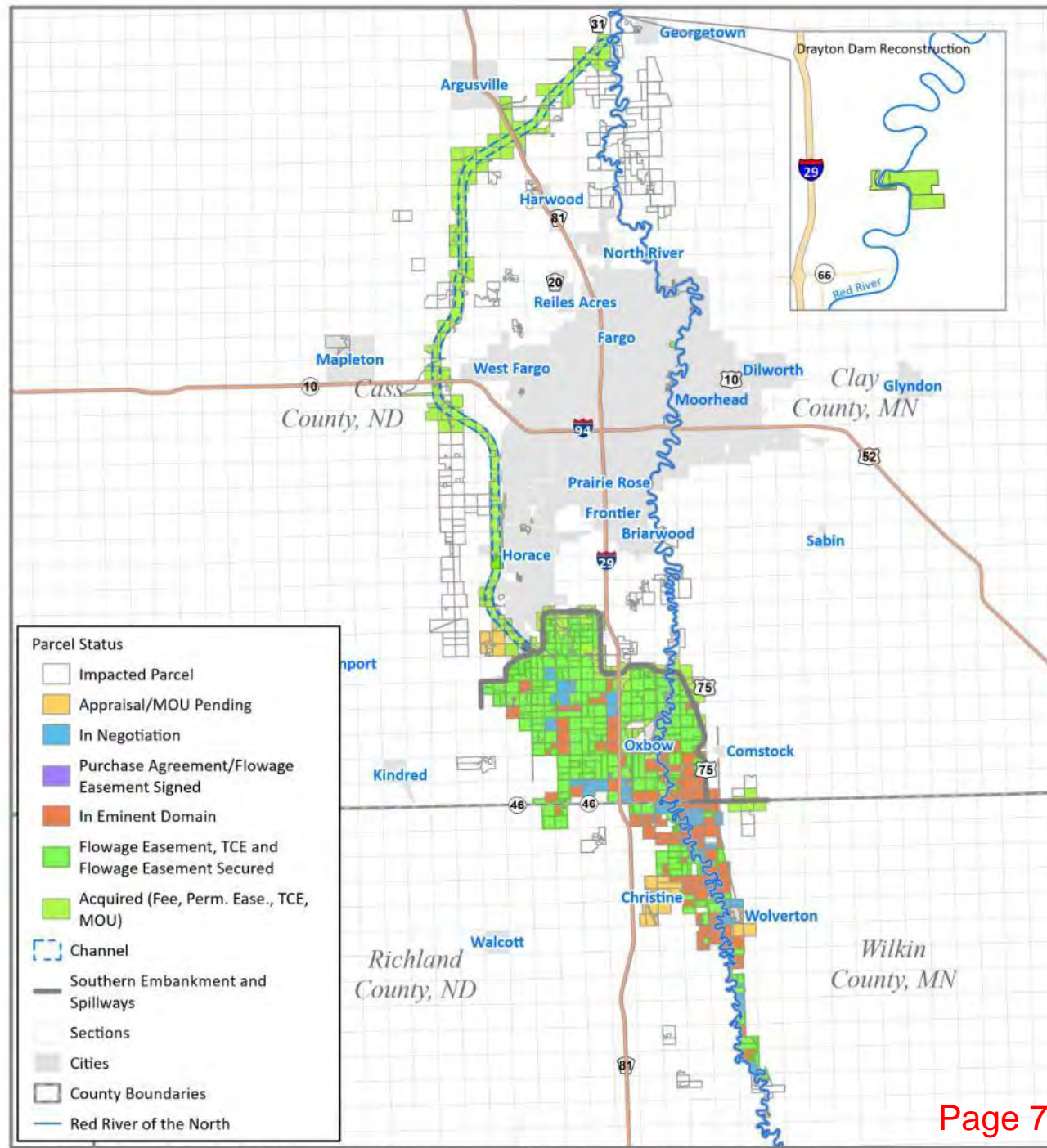
Action	OIN	Project	County	Acquisition Status	Trial/Action Date	Property Owner	Property Owner Legal Rep (Law Firm)	Land Agent (Land Firm)	CCJWRD Legal Rep
51	2039 2041	UMA	Cass	In Eminent Domain	TBD	NANCY & JUSTIN JOHNSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
52	1329 1336 1337 1348 1356 1362 1366 1370 1599 8467 8468 8780	UMA	Richland	In Eminent Domain	TBD	JOSHUA & SUZANNE GRANHOLT	Al Baker/Cash Aaland	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
53	5028	UMA	Cass	In Eminent Domain	TBD	SCOTT & VICKI TURNER	Al Baker/Cash Aaland	Scott Stenger (ProSource)	Ohnstad Twichell Chris McShane
54	1947 1948	UMA	Cass	In Eminent Domain	TBD	MARJORIE COSSETTE	Al Baker/Cash Aaland	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
55	5020 5021 5022	UMA	Richland	In Eminent Domain	TBD	DORA HALLINGBY HAYES	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
56	8466	UMA	Richland	In Eminent Domain	TBD	TIMOTHY & SHARON SCHULZ	Al Baker/Cash Aaland	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
57	1545	UMA	Richland	In Eminent Domain	TBD	MICHELE JOHNSON	Al Baker/Cash Aaland	Katie Laidley (SRF)	Larkin Hoffman Rob Stefanowicz
									Total OINs = 83
									Total Actions = 57



METRO
FLOOD
DIVERSION
AUTHORITY

October 2024



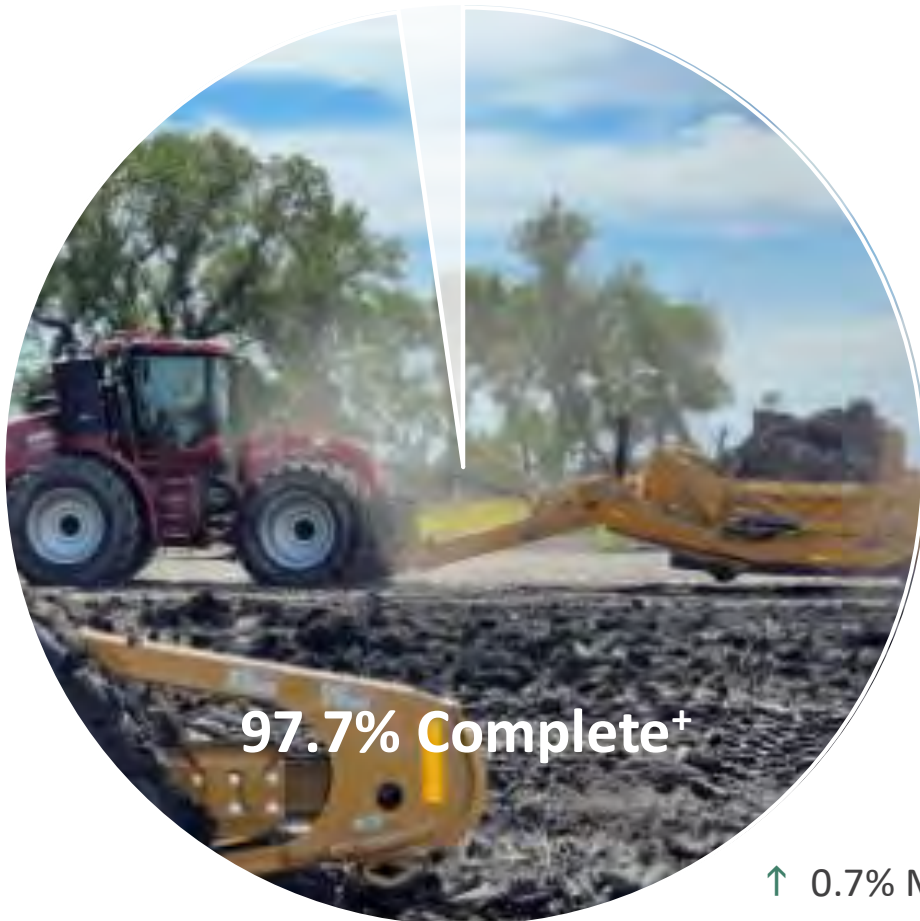


Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: Inrecords\C\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Lands Program Management\Progress

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

Property Acquisition Progress

Construction Footprint*



↑ 0.7% MoM

UMA Footprint**

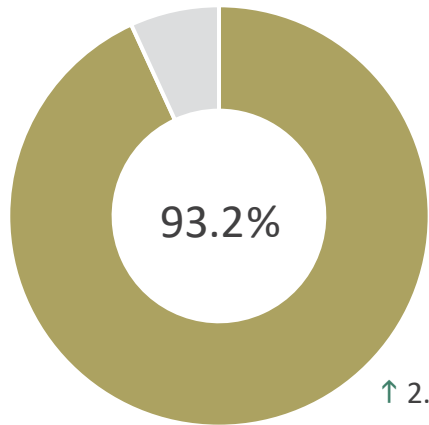


↑ 1% MoM

* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

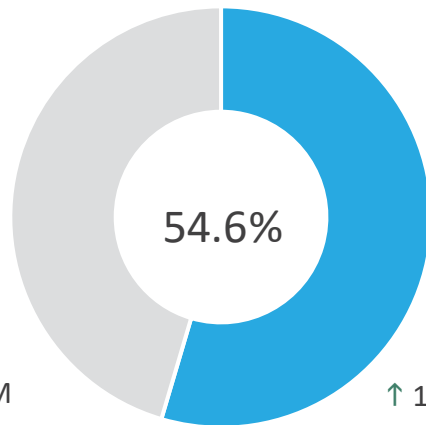
** Includes parcels for Christine and Wolverton
As of October 15, 2024

Property Acquisition Progress by Location



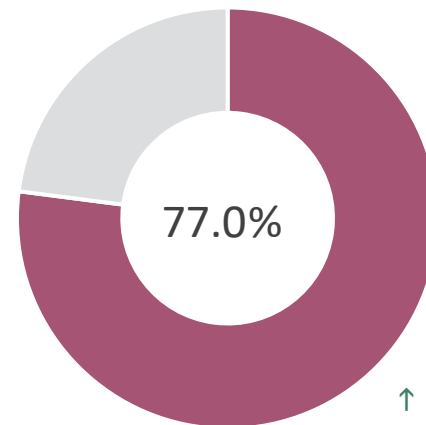
↑ 2.1% MoM

Southern Embankment & Associated Infrastructure



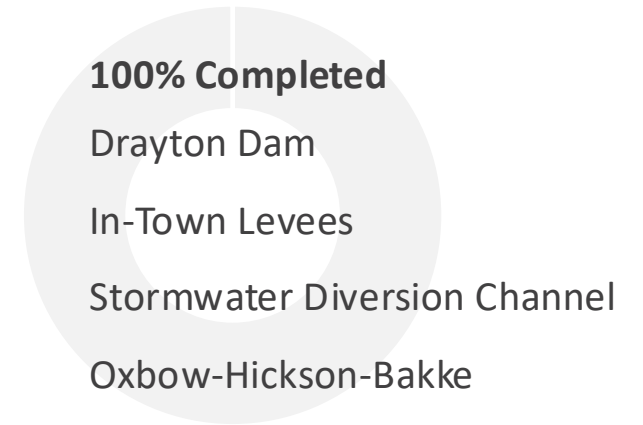
↑ 1% MoM

Upstream Mitigation Area



↑ 1.5% MoM

Environmental Monitoring Easements

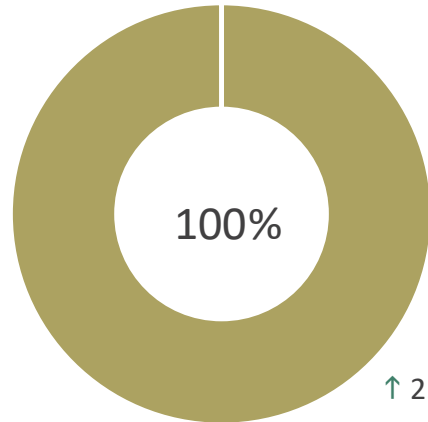


Property Acquisition Progress by CCJWRD



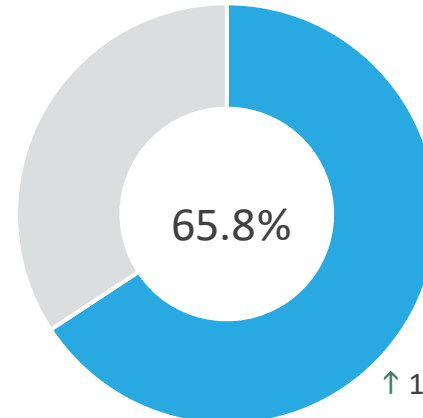
78.7% Complete

↑ 1.2% MoM



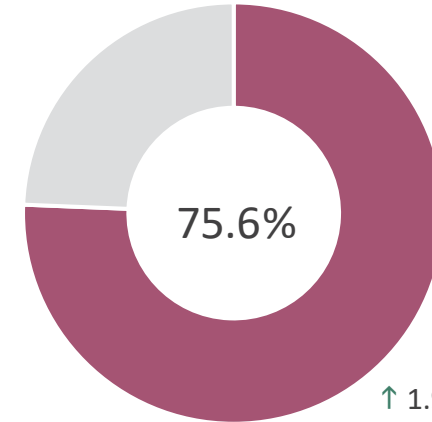
↑ 2.8% MoM

Southern Embankment &
Associated Infrastructure



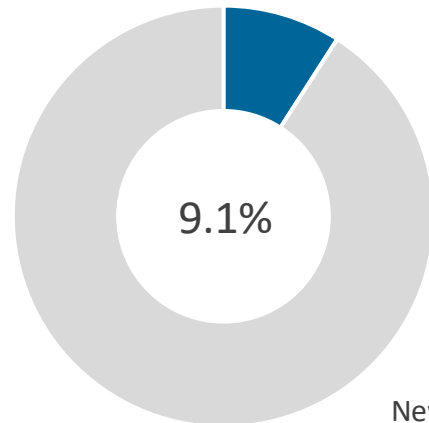
↑ 1.4% MoM

Upstream
Mitigation Area



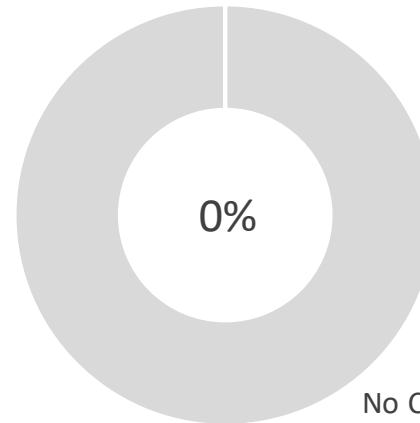
↑ 1.9% MoM

Environmental
Monitoring Easements



New

Sheyenne Benching



No Change

UMA-Christine



100% Completed

Drayton Dam

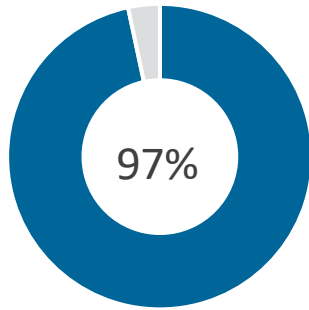
In-Town Levees

Stormwater Diversion Channel

Oxbow-Hickson-Bakke

Landowner Overview

Construction Footprint*



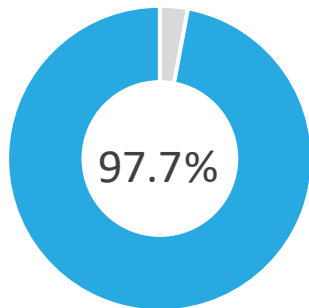
298 Owner Groups

264 in ND & 35 in MN⁺

289 settlements achieved

10 in litigation

97% of owner groups have settled



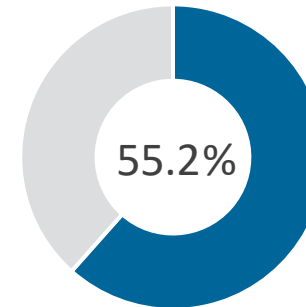
576 Parcels

563 settlements achieved

13 in litigation

97.7% of parcels have been acquired

UMA Footprint**



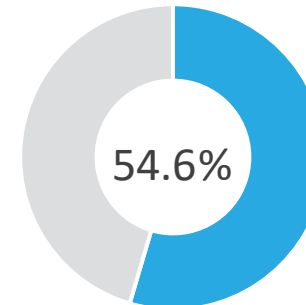
290 Owner Groups

221 in ND & 71 in MN⁺

160 settlements achieved

81 in litigation

55.2% of owner groups have settled



645 Parcels

352 settlements achieved

159 in litigation

54.6% of parcels have been acquired

* Includes SWDCAI, SEAI, In-Town, Oxbow and Drayton

⁺ Some owner groups have property in both states

- **Continue negotiating settlement agreements for existing eminent domain actions**
- **In the last month, successfully closed on 16 parcels / 4 owners**
 - 4 parcels in the construction footprint
 - 6 parcels in the UMA footprint
 - 6 parcels with environmental monitoring easements
- **Continuing the process of disposing of Excess Lands**
 - 28 parcels / 313.37 acres have been approved as Excess Lands
 - 10 parcels / 188.66 acres are moving through the Policy
 - 18 parcels / 124.71 acres have been sold or pending closing
- **Initiating the process for farmland leases in 2025**
- **Continuing the process of releasing TCEs**
- **For Minnesota properties, vacate dates for owners of occupied structures**
 - Deadline in Clay County = April 1st, 2025
 - Deadline in Wilkin County = June 1st, 2025

Cass County Joint Water Resource District



Date: 10/24/2024

Agenda Item number: b.3

Subject: OIN 837 Excess Land Sale Price Adjustments

Recommended Action/Motion:

Approve the sale price of \$4,500 for excess land parcel OIN 837

Background/Key Points:

In February 2024 an excess land recommendation for OIN 837 was presented at the MFDA Land Committee, the CCJWRD Board, and the MFDA Board meetings. The recommendation included a market value of \$7,500 and was unanimously approved at each of the three meetings. Since those approvals, and in accordance with the Policy on Disposition of Excess Lands, the notice of this sale was sent to the Member Entities, the Prior Landowner, and the Adjacent Landowners. Throughout those efforts no interest was received, and the parcel was made available for public sale. A few interested parties came forward but ultimately decided the purchase was not a good fit for them. A new interested party has come forward but is proposing the purchase of the property for \$4,500, which is lower than the original approved value of \$7,500. In efforts to dispose of this property we are requesting that approval to proceed with this sale for \$4,500.

Current expenses associated with the property are mowing and weeding for \$1,768 annually.

Attachments:

- Approved Memo – Excess Lands Recommendation – OIN 837



Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OIN 837, subject to a Flowage Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 837 as Excess Land and begin the process to dispose of the property following the Policy. Note that the parcel is in the Upstream Mitigation Area (UMA) and therefore the Authority (via the Cass County Joint Water Resource District (CCJWRD)) shall reserve a flowage easement on this property as part of a sale.

2. Pertinent Facts Regarding OIN 837

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	1.66 acres

Narrative Description of Parcels	OIN 837 is located along the east side of Cass County Hwy 17 between 49 th Street SE and 50 th Street SE. The parcel is in the UMA. The former structures on this parcel have been removed.
Purchase Date	November 18, 2021
Purchase Price	\$217,000 (for the lot and structures that have now been removed from property) Land appraised for \$98,000 in the “before” condition and \$4,300 in the “after” condition (i.e., subject to the flowage easement).
Proposed Sale Price	\$7,500 Based on a \$4,500 per acre rate.
Former Owner	Dennis & Mary Jane Hanson
Adjacent Owners	OIN 835 – Rosemarie Duval OIN 5023 – Cindy Norberg OIN 838 – Theresa Nelson GST Trust
Property Management Approach	OIN 837 gets mowed four (4) times during the growing season, with spring and fall weed spraying.
Property Taxes	The 2022 property taxes were \$0 The 2021 property taxes were \$1,343.69
Relation to Construction	Parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been demoed and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

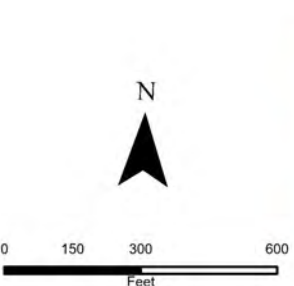
3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 837 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: Clidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 837
CASS COUNTY JOINT WATER RESOURCE DISTRICT
Parcel ID: 57-0000-10264-000
Cass County, ND

FM AREA DIVERSION
 Map Date: 12/15/2023



Exhibit B: Legal Descriptions for Parcel Recommended as Excess Lands

The legal description for the parcel is described in a Warranty Deed dated November 15, 2021:

WARRANTY DEED

THIS INDENTURE, made this 15 day of November, 2021, between Mary Jane Hanson, an unmarried person, GRANTOR, and the Cass County Joint Water Resource District, a North Dakota political subdivision, GRANTEE, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTOR does hereby GRANT, BARGAIN, SELL, AND CONVEY unto GRANTEE all of the following real property lying and being in Cass County, North Dakota, and described as follows:

A tract of land described as follows, to-wit: Commencing at the Southwest corner of the NW¼ of Section 8, in Township 137 North, of Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, thence East 278 feet, thence North 340 feet, thence West 278 feet, and thence South to the Point of Beginning a distance of 340 feet, more or less.

(the "Property")

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 837 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Joel Paulsen
Executive Director

February 9, 2024
Date

Cass County Joint Water Resource District



Date: 10/24/2024

Agenda Item number: b.4

Subject: OIN 2185 Excess Land Sale Price Adjustments

Recommended Action/Motion:

Approve the sale price of \$4,000 for excess land parcel OIN 2185.

Background/Key Points:

In February 2024 an excess land recommendation for OIN 2185 was presented at the MFDA Land Committee, the CCJWRD Board, and the MFDA Board meetings. The recommendation included a market value of \$10,500 and was unanimously approved at each of the three meetings. Since those approvals, and in accordance with the Policy on Disposition of Excess Lands, the notice of this sale was sent to the Member Entities, the Prior Landowner, and the Adjacent Landowners. Throughout those efforts no interest was received, and the parcel was made available for public sale. One interested party came forward but ultimately decided the purchase was not a good fit for them. A new interested party has come forward but is proposing the purchase of the property for \$4,000, which is lower than the original approved value of \$10,500. In efforts to dispose of this property we are requesting that approval to proceed with this sale for \$4,000. Current expense associated with the property are mowing and weeding for \$2,392 annually.

Attachments:

- Approved Memo – Excess Lands Recommendation – OIN 2185



Memorandum

TO: Joel Paulsen

FROM: Jodi A. Smith

DATE: January 29, 2024

RE: Excess Lands Recommendation – OIN 2185, subject to a Flowage Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Executive Director to declare OIN 2185 as Excess Land and begin the process to dispose of the property following the Policy. Note that the parcel is in the Upstream Mitigation Area (UMA) and therefore the Authority (via the Cass County Joint Water Resource District (CCJWRD)) shall reserve a flowage easement on this property as part of a sale.

2. Pertinent Facts Regarding OIN 2185

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	2.44 acres

Narrative Description of Parcels	OIN 2185 is located off of 50 th St SE in the Upstream Mitigation Area associated with the project. This former residential property has had all structures removed from the property as part of the project.
Purchase Date	September 9, 2021
Purchase Price	\$148,500 (for the lot and structures that have now been removed from property) Land appraised for \$80,000 in the “before” condition and \$7,000 in the “after” condition (i.e., subject to the flowage easement).
Proposed Sale Price	\$10,500 Based on a \$4,500 per acre rate.
Former Owner	Duane & Donna Siebels
Adjacent Owners	OIN 850 – Richard Revocable Trust OIN 838 – Theresa Nelson GST Trust
Property Management Approach	No property management approach has been taken to date.
Property Taxes	The 2021 property taxes were \$1,176.36
Relation to Construction	Parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been demoed and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

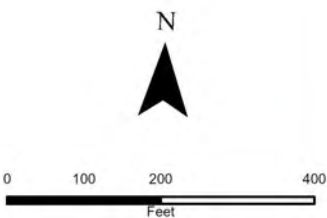
3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 2185 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 2185
CASS COUNTY JOINT WATER RESOURCE DISTRICT
Parcel ID: 57-0000-10266-000
Cass County, ND

FM AREA DIVERSION
 Map Date: 12/15/2023



Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The legal description for the parcel is described in a Warranty Deed dated September 10, 2021:

WARRANTY DEED

THIS INDENTURE, made this 10th day of September, 2021, between Duane A. Siebels and Donna Siebels, husband and wife, GRANTORS, and the Cass County Joint Water Resource District, a North Dakota political subdivision, GRANTEE, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, GRANTORS do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the GRANTEE all of the following real property lying and being in Cass County, North Dakota, and described as follows:

Auditor's Lot Number 2 of the Southwest Quarter of Section Eight, Township One Hundred Thirty-seven North, Range Forty-nine West, Cass County, North Dakota, said Auditor's Lot is described as follows:

Commencing at a point which is 720 feet East of the Southwest corner of the Southwest Quarter of Section Eight, Township One Hundred Thirty-seven North, Range Forty-nine West, Pleasant Township, Cass County, North Dakota, and said point is the true point of beginning of Auditors Lot 2 hereinafter described; thence East and along the South Section line of said Southwest Quarter for a distance of 380 feet; thence North and parallel to the West Section line of said Southwest Quarter for a distance of 280 feet; thence West and parallel to said South Section line for a distance of 380 feet; thence South and parallel to said West Section line for a distance of 280 feet to the point of beginning.

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 2185 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Joel Paulsen _____

Executive Director

February 9, 2024

Date

Cass County Joint Water Resource District



DATE: 10/24/2024

Agenda Item number: b.5

Subject: OIN 1080Y and 1926 Excess Land Recommendation

Recommendation/Actions Needed:

Approve OIN 1080Y (7.877 acres) and OIN 1926 (11.95) to begin the process to dispose of the excess Land per the Policy on the Disposition and Management of Comprehensive Project Lands.

Background/Key Points:

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared "Excess Land" by the Executive Director may be made available for sale, lease, or exchange in accordance with this Policy.

Attachments:

- Memo – Excess Lands Recommendation – OIN 1080Y
- Memo - Excess Lands Recommendation – OIN 1926



Memorandum

TO: Robert Wilson & Michael Redlinger

FROM: Jodi A. Smith

DATE: September 16, 2024

RE: Excess Lands Recommendation – OIN 1080Y, Subject to a Flowage Easement and Temporary Construction Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Co-Executive Directors may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Co-Executive Directors to declare OIN 1080Y as Excess Land and begin the process to dispose of the property following the Policy.

2. Pertinent Facts Regarding OIN 1080Y

Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	7.877 (GIS acres) *Note that 2.96 acres of this parcel are impacted by a Temporary Construction Easement (TCE) for the next three (3) years.

Narrative Description of Parcel(s)	OIN 1080Y is located on the unprotected side of the SE-2B area associated with the Comprehensive Project. A flowage easement and a TCE will need to be reserved on this parcel.
Purchase Date	June 13, 2024
Purchase Price	\$1,970,654 *for all of OINs 1080 and 1081
Proposed Sale Price	\$53,000 *Based on roughly \$6,700/acre for encumbered tillable farmland with a TCE.
Former Owner	Rosella Bellemare
Adjacent Owners	OIN 1079X – David Germanson
Property Management Approach	This parcel was acquired only a few months ago and therefore no property management has been needed to date.
Property Taxes	The 2023 property taxes were \$882.50
Relation to Construction	This entire parcel (OIN 1080) was purchased for the construction of SE-2B. OIN 1080Y is a strip of tillable farmland along the western edge of the property that is not impacted by construction of the Comprehensive Project. OIN 1080Y will be subject to a flowage easement as well as a TCE needed for the next three (3) years.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 1080Y as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

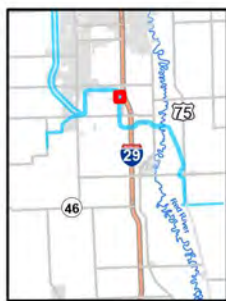
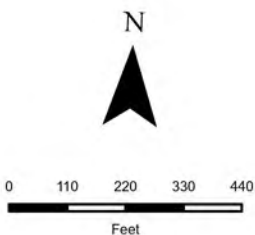
Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



Any reliance upon this map is at user's own risk. AE2S does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Not Data Driven Layout



OIN: 1080Y
Owner: CASS COUNTY JOINT WATER
RESOURCE DISTRICT
PIN: 64-0000-02500-060
Cass County, ND
 FM AREA DIVERSION
 Map Date: 8/30/2024



Exhibit B: Legal Description for Parcel Recommended as Excess Lands

OIN 1080Y – Description – Fee Title Parcel:

That part of the West Half of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence South 87°55'52" West, along the southerly line of said Southeast Quarter, for a distance of 1668.15 feet to the southeast corner of the West 60.00 acres of said Southeast Quarter; thence North 01°50'40" West, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 103.45 feet to the true point of beginning; thence North 80°23'36" East for a distance of 90.00 feet; thence North 02°01'23" West for a distance of 2424.70 feet; thence North 22°21'24" West for a distance of 114.61 feet to a point of intersection with the northerly line of said Southeast Quarter; thence South 87°57'08" West, along the northerly line of said Southeast Quarter, for a distance of 41.45 feet to the northeast corner of the West 60.00 acres of said Southeast Quarter; thence South 01°50'40" East, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 2544.04 feet to the true point of beginning

Said tract contains 4.917 acres, more or less, and is subject to easements as may be of record.

OIN 1080Y – Description – TCE (Temporary Construction Easement):

That part of the West Half of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

A strip of land 50.00 feet wide, lying westerly of and being coincident with the following described line:

Commencing at the southeast corner of said Southeast Quarter; thence South 87°55'52" West, along the southerly line of said Southeast Quarter, for a distance of 1668.15 feet to the southeast corner of the West 60.00 acres of said Southeast Quarter; thence North 01°50'40" West, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 103.45 feet to the true point of beginning of the line to be described; thence North 80°23'36" East for a distance of 90.00 feet; thence North 02°01'23" West for a distance of 2424.70 feet; thence North 22°21'24" West for a distance of 114.61 feet to a point of intersection with the northerly line of said Southeast Quarter, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the easterly line of the West 60.00 acres of said Southeast Quarter on the west and to intersect the northerly line of said Southeast Quarter on the north.

Said tract contains 2.960 acres, more or less.

OIN 1080Y – Description – Flowage Easement (Zone 1):

That part of the West Half of the Southeast Quarter of Section 27, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence South $87^{\circ}55'52''$ West, along the southerly line of said Southeast Quarter, for a distance of 1668.15 feet to the southeast corner of the West 60.00 acres of said Southeast Quarter; thence North $01^{\circ}50'40''$ West, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 103.45 feet to the true point of beginning; thence North $80^{\circ}23'36''$ East for a distance of 90.00 feet; thence North $02^{\circ}01'23''$ West for a distance of 2424.70 feet; thence North $22^{\circ}21'24''$ West for a distance of 114.61 feet to a point of intersection with the northerly line of said Southeast Quarter; thence South $87^{\circ}57'08''$ West, along the northerly line of said Southeast Quarter, for a distance of 41.45 feet to the northeast corner of the West 60.00 acres of said Southeast Quarter; thence South $01^{\circ}50'40''$ East, along the easterly line of the West 60.00 acres of said Southeast Quarter, for a distance of 2544.04 feet to the true point of beginning

Said tract contains 4.917 acres, more or less.

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 1080Y as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Robert W. Wilson

Robert Wilson
Co-Executive Director

09/16/2024

Date

Michael Redlinger

Michael Redlinger
Co-Executive Director

09/16/2024

Date



Memorandum

TO: Robert Wilson & Michael Redlinger

FROM: Jodi A. Smith

DATE: August 30, 2024

RE: Excess Lands Recommendation – OIN 1926, subject to Flowage Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Co-Executive Directors may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Co-Executive Directors to declare OIN 1926 as Excess Land and begin the process to dispose of the property following the Policy.

2. Pertinent Facts Regarding OIN 1926

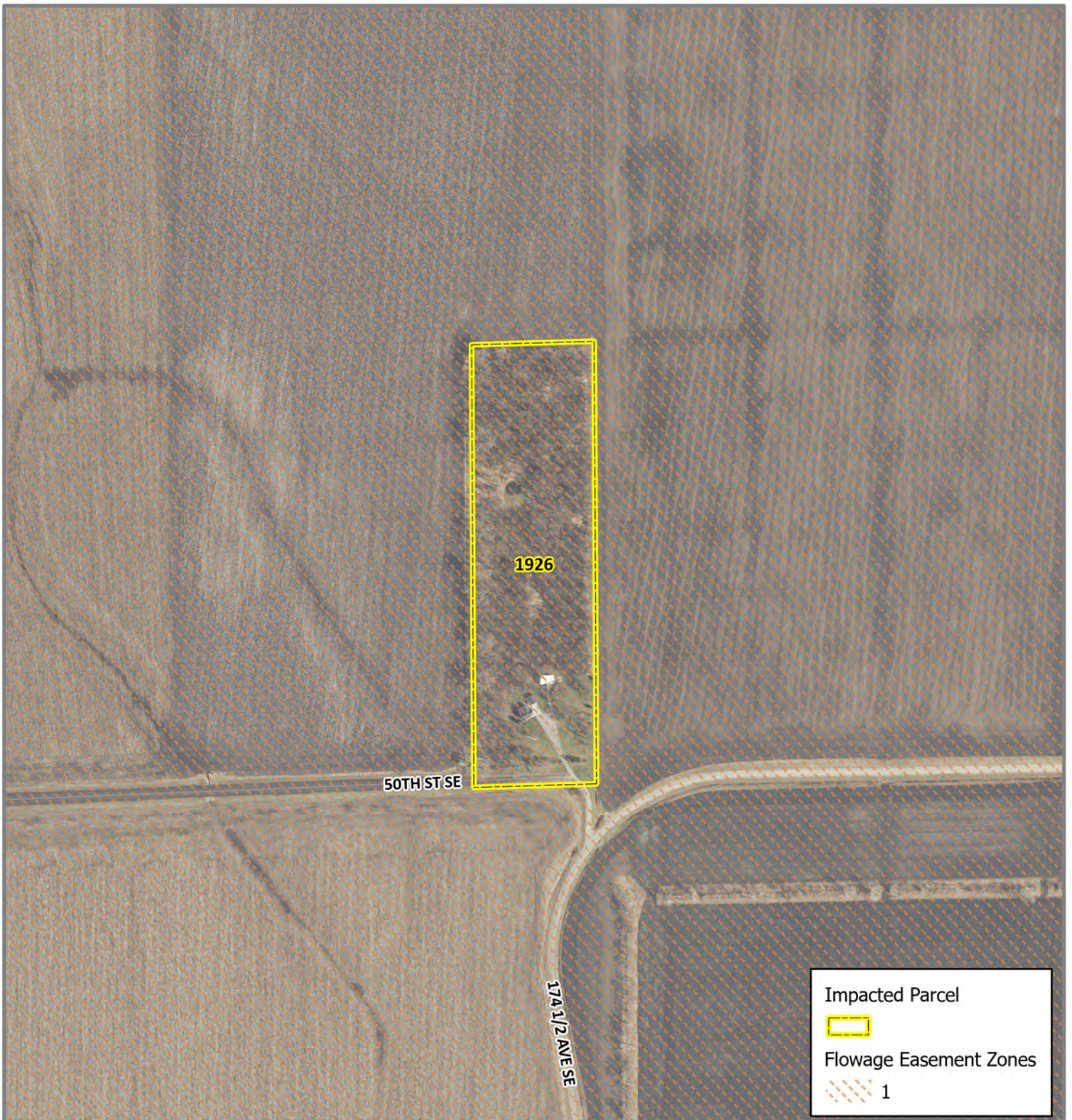
Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	11.95 acres

Narrative Description of Parcel(s)	OIN 1926 is located on 50 th St SE approximately one mile east of I-29 in the Upstream Mitigation Area associated with the Comprehensive Project.
Purchase Date	August 31, 2017
Purchase Price	\$400,000
Proposed Sale Price	\$65,700 Based on \$5,500/acre for flowage easement encumbered recreational land.
Former Owner	Scott Young
Adjacent Owners	OIN 1924 – Jordan Young OIN 1925 – Annette Clemedtson OIN 1927 – Theresa Nelson GST Trust (In Eminent Domain) OIN 1929 – Brodshaug Cass County Farms LLLP
Property Management Approach	This parcel has been maintained through a weed control and mowing contract with JT Lawn Services.
Property Taxes	There have been no recorded property taxes on this parcel since 2020, which came in at \$2,033.06.
Relation to Construction	This parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been removed from the site, and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development. This sale will also need to reserve the right to enter the property for removals of trees needed for other parts of the project.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 1926 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

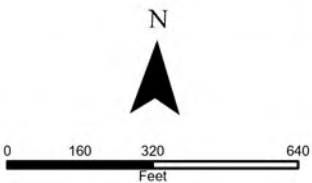
Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 1926
CASS COUNTY JOINT WATER RESOURCE DISTRICT
 Parcel ID: 57-0000-10289-030
 Cass County, ND

FM AREA DIVERSION
 Map Date: 8/30/2024



Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The following legal description is from the Warranty Deed dated September 1, 2017

Auditor's Lot One, of the Southwest Quarter of Section Twelve, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota.

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 1926 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Robert W. Wilson

Robert Wilson
Co-Executive Director

08/30/2024

Date

Michael Redlinger

Michael Redlinger
Co-Executive Director

08/30/2024

Date



Memorandum

TO: Robert Wilson & Michael Redlinger

FROM: Jodi A. Smith

DATE: August 30, 2024

RE: Excess Lands Recommendation – OIN 1926, subject to Flowage Easement

1. Introduction

The Metro Flood Diversion Authority (Authority) adopted the Policy on the Disposition and Management of Comprehensive Project Lands (Policy) in March 2021. Per the Policy Preamble, the Authority will periodically review its inventory of real property to determine if its land ownership exceeds its foreseeable needs for the Fargo-Moorhead Area Flood Diversion Project (Comprehensive Project). Land that is no longer needed, not expected to be needed in the future for the Comprehensive Project and declared “Excess Land” by the Co-Executive Directors may be made available for sale, lease, or exchange in accordance with this Policy.

This Memorandum serves as a recommendation for the Co-Executive Directors to declare OIN 1926 as Excess Land and begin the process to dispose of the property following the Policy.

2. Pertinent Facts Regarding OIN 1926

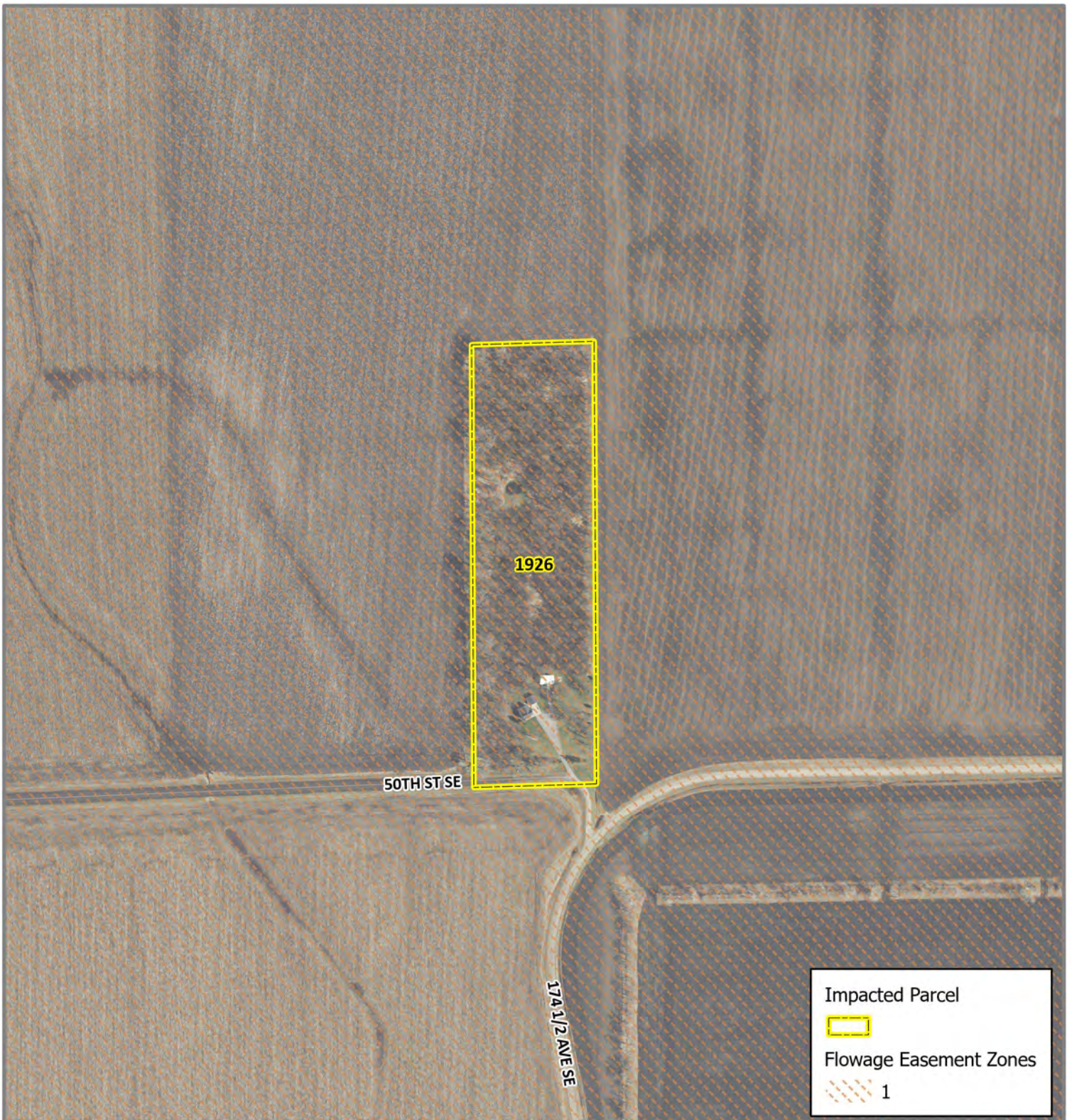
Description of Parcel(s)	See Exhibit A for a map showing the parcel recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcel recommended as excess land.
Asset Parcel(s) Size	11.95 acres

Narrative Description of Parcel(s)	OIN 1926 is located on 50 th St SE approximately one mile east of I-29 in the Upstream Mitigation Area associated with the Comprehensive Project.
Purchase Date	August 31, 2017
Purchase Price	\$400,000
Proposed Sale Price	\$65,700 Based on \$5,500/acre for flowage easement encumbered recreational land.
Former Owner	Scott Young
Adjacent Owners	OIN 1924 – Jordan Young OIN 1925 – Annette Clemedtson OIN 1927 – Theresa Nelson GST Trust (In Eminent Domain) OIN 1929 – Brodshaug Cass County Farms LLLP
Property Management Approach	This parcel has been maintained through a weed control and mowing contract with JT Lawn Services.
Property Taxes	There have been no recorded property taxes on this parcel since 2020, which came in at \$2,033.06.
Relation to Construction	This parcel is in the UMA, and not impacted by construction of the Comprehensive Project. The former owner desired a full-take buyout of the property. The former buildings on the parcel have been removed from the site, and the site has been restored. Any future sale will need to reserve a flowage easement on the parcel to ensure no future development. This sale will also need to reserve the right to enter the property for removals of trees needed for other parts of the project.
Right of First Refusal	The prior landowner is not entitled to a ROFO.

3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OIN 1926 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit C).

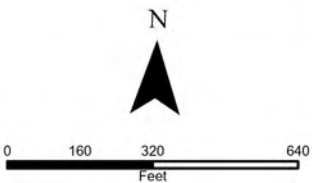
Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands



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OIN: 1926
CASS COUNTY JOINT WATER RESOURCE DISTRICT
 Parcel ID: 57-0000-10289-030
 Cass County, ND

FM AREA DIVERSION
 Map Date: 8/30/2024



Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The following legal description is from the Warranty Deed dated September 1, 2017

Auditor's Lot One, of the Southwest Quarter of Section Twelve, in Township One Hundred Thirty-seven North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota.

Exhibit C: Declaration of Excess Land Form

I hereby declare that OIN 1926 as noted in Exhibit A (the parcel) is deemed Excess Land and authorize the disposal of the parcel in accordance with the Policy on the Disposition and Management of Comprehensive Project Lands.

Robert W. Wilson

Robert Wilson
Co-Executive Director

08/30/2024

Date

Michael Redlinger

Michael Redlinger
Co-Executive Director

08/30/2024

Date



METRO
FLOOD
DIVERSION
AUTHORITY

Rural Impact Mitigation Program (RIMP) Update

Jodi Smith

MFDA Land Committee and Board Meetings

October 2024



Outline

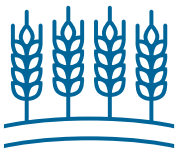
Overview & Background
Eligibility & Process
Budget Status
Loan Properties



The Need: The FM Area Diversion requires displacing ~12 farmsteads.



The Challenge: The federal Uniform Relocation Act (URA) provides relocation payments for select displaced property, such as residential properties, but not for farmsteads or businesses.



The Solution: The Rural Impact Mitigation Program (RIMP) provides financial assistance to relocate and re-establish farmsteads (as well as rural businesses and nonprofit organizations) affected by the FM Area Diversion Project.

RIMP Overview

- One goal of the RIMP is to ensure that construction of the FM Area Diversion will not harm the economic vitality of the local farm and rural business community.
- The RIMP is for situations where a suitable replacement farmstead is not available for the displaced farm business to relocate.
- Eligible farmsteads receive a forgivable loan to assist with covering the "gap" between the cost of rebuilding a comparable farmstead and the depreciated value of the existing farmstead.



Property owner(s) must operate a business, farm, or nonprofit from the displacement site to be eligible for RIMP payment



The RIMP payment is a forgivable loan. The owners of the displaced farm are required to spend the RIMP payments on re-establishment of their operations and continue operating for 10 years after the loan is made to receive full loan forgiveness.



The RIMP loan is fixed at full-value for 5 years, then reduced 20% per year for the next 5 years.

Eligibility

- 1) The farmstead or rural business must be displaced by the comprehensive project; and
- 2) A suitable replacement farmstead or business is not available for the displaced farmstead or rural business, as determined by the acquiring agency; and
- 3) The property owner must operate a farmstead or business from the displacement site, and;
- 4) The replacement site must be constructed on a site in the vicinity of the comprehensive project, generally considered within the counties of Cass, Richland, Barnes or Traill counties in North Dakota and Clay, Wilkin, Becker or Norman counties in Minnesota.

27-Step Process

Includes:

- appraisers
- land agents
- management consultant
- MFDA staff
- Legal counsel
- CCWRJD and MCCJPA boards



- 1) Board Approval of Eligibility
- 2) Board Approval of RIMP Loan Report
- 3) Board Approval of Settlement (includes acquisition of property rights necessary for FM Area Diversion construction/operation)
- 4) Mortgage, Promissory Note, Escrow Agreement
- 5) Closing and Fund Disbursement
- 6) Reimbursement Payments from Escrow Fund
- 7) Construction Confirmation

RIMP By The Numbers



RIMP Loan Budget Summary

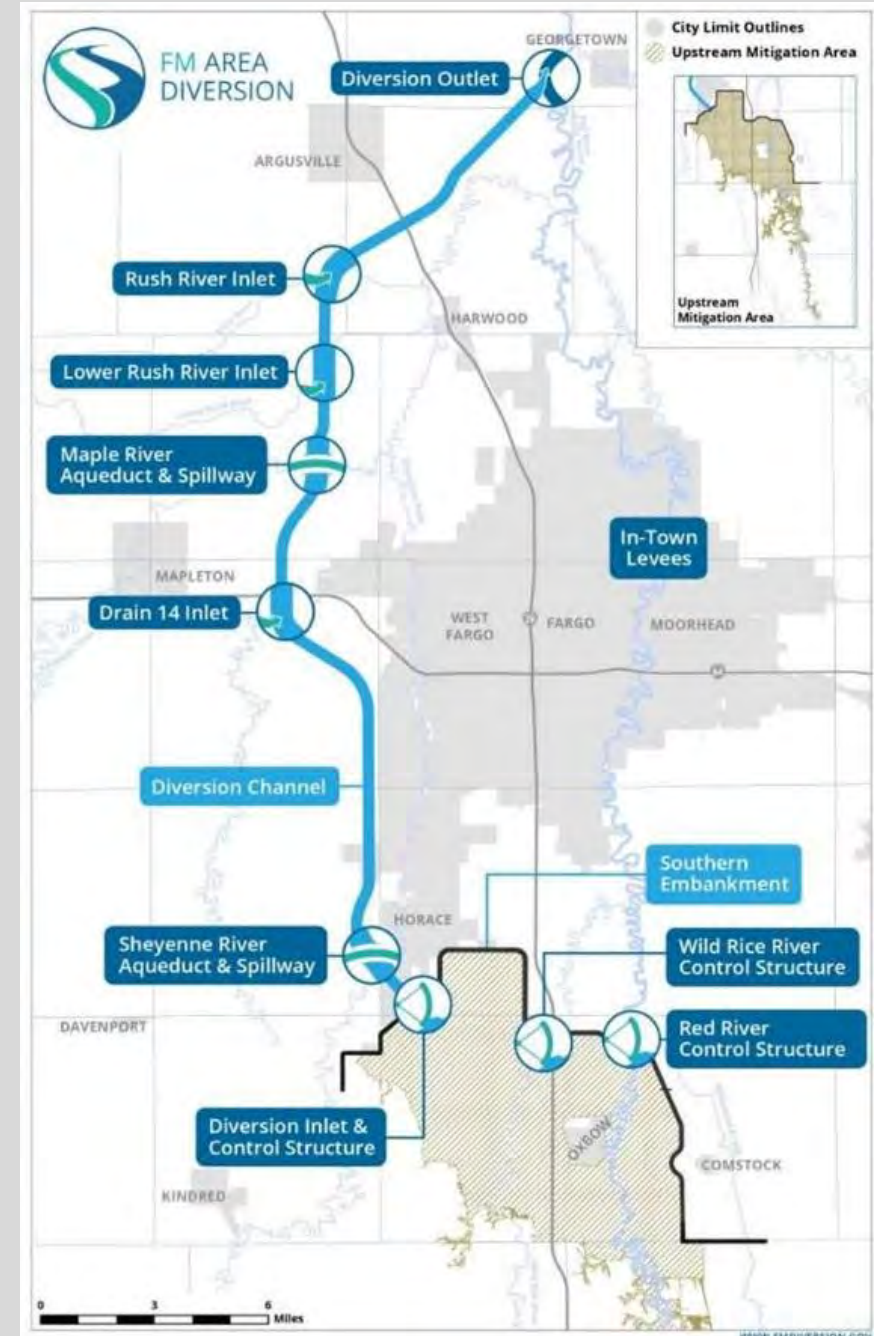
- Overall budget of \$20 million for RIMP Loans
- \$12,325,119 accounted for in closed out and active loans
- \$2,952,170 accounted for in offered but not yet accepted loans
- \$3,553,456 in future loan estimates
- \$1,169,255 remaining in budget for other eligible participants

Program Participants to Date

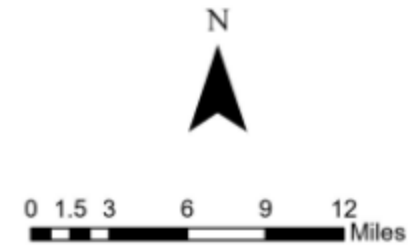
- 6 Active Loans
- 6 Loans have been fulfilled and closed out
- 4 have been deemed eligible and are moving through the process

Loan Usage by Geography

- 2 Business Relocations in the Drain 27 Wetland Project
- 3 Business Relocations in the Diversion Channel
- 7 Business Relocations in the Upstream Mitigation Area



RIMP Sites & Relocations



Original Locations	New Locations	
● OIN 220	● OIN 220 Prairie Scale	● OINs 1916 and 818 Larry and Susan Richard
● OIN 1093	● OIN 220 Prairie Storage	● OIN 2014 Odegaard Farm Headquarters
● OINs 1112 & 1113	● OIN 1093 Richard Farm Enterprises	● OIN 2016 Nipstad Farms Inc.
● OIN 1899	● OIN 1112 and 1113 Sauvageau Farms	● OIN 8385 Score Brothers Construction
● OINs 1916 & 818	● OIN 1899 Matts Flooring	● OIN 8386 Westby
● OIN 2014		● OIN 9754 Schmitz and Brennan LLC
● OIN 2016		
● OIN 8385		
● OIN 8386		
● OIN 9754		
● OIN 9993		
		● OIN 9993 BLM Land



Specific Loan Properties: 6G Farms



Specific Loan Properties: Nipstad



Specific Loan Properties: Odeggaard



Specific Loan Properties: Sauvageau





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Cass County Joint Water Resource District



DATE: 10/24/2024

Agenda Item number: b.7

Subject: Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

Recommendation/Actions Needed:

Approve the Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

Background/Key Points:

The MFDA, via the Cass County Joint Water Resource District (CCJWRD) and the Moorhead Clay County Joint Powers Authority (MCCJPA) is required to acquire flowage easements and mitigate structures in the Upstream Mitigation Area (UMA) of the comprehensive FM Area Diversion project in accordance with the permit conditions established by US Army Corps of Engineers (USACE), Minnesota Department of Natural Resources (MDNR), North Dakota Department of Water Resources (NDDWR), the Buffalo Red River Watershed District (BRRWD), and in accordance with floodplain administration rules by the Federal Emergency Management Agency (FEMA).

In addition, the Settlement Agreement states, "If requested by a landowner as an alternative to an acquisition of property rights, the Metro Flood Diversion Authority (the "Authority") will use its best efforts to fund, and may approve, flexible compensation/mitigation efforts within the staging area to compensate landowners for, or prevent water damage to, their properties."

In consideration of the Settlement Agreement and the permit conditions, the MFDA worked to establish additional guidance for mitigating impacts to properties within the UMA. The attached Guidance Document was prepared to help define "flexible compensation/mitigation" and the overarching implementation process for mitigating private properties in conjunction with the Property Rights Acquisition and Mitigation Plan (PRAM). It is recognized that each property is unique and will require a customized mitigation solution. The Guidance Document focuses on existing Private Structure Sites on parcels impacted by Mitigation Zones 2, 3, and 4 since these

structures may be allowed to remain in place under certain conditions, whereas all structures in Mitigation Zone 1 must be removed.

Approval of the Guidance Document is requested by the MFDA's Land Management Committee, the CCJWRD board, the MCCJPA board, and the MFDA board.

Attachments:

- Guidance Document for Mitigation of Impacted Private Structure Sites in the Upstream Mitigation Area



METRO
FLOOD
DIVERSION
AUTHORITY

Guidance Document for
Mitigation of Impacted Private
Structure Sites in the
Upstream Mitigation Area

October 1, 2024

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

INTRODUCTION

The Settlement Agreement, dated February 1, 2021, states, “If requested by a landowner as an alternative to an acquisition of property rights, the Metro Flood Diversion Authority (the “Authority”) will use its best efforts to fund, and may approve, flexible compensation/mitigation efforts within the Staging Area to compensate landowners for, or prevent water damage to, their properties.”

In conjunction with the Settlement Agreement, the United States Army Corps of Engineers (“USACE”), Federal Emergency Management Agency (“FEMA”), North Dakota Department of Water Resources (“NDDWR”), formally known as the North Dakota Office of the State Engineer, and the Minnesota Department of Natural Resources (“MDNR”), collaboratively established requirements for mitigating impacts to properties within the Upstream Mitigation Area (“UMA”).

This document is intended to help define “flexible compensation/mitigation” and the overarching implementation process for mitigating private properties in conjunction with the Property Rights Acquisition and Mitigation Plan (“PRAM”). It is recognized that each property is unique and will require a customized mitigation solution. This document focuses on existing private Structure Sites on parcels impacted by Mitigation Zones 2, 3, and 4 (see Table 1 for a list of impacted private Structure Sites) since these Structures may be allowed to remain in place under certain conditions.

Whereas all Structures in Mitigation Zone 1 are required to be removed, there are a number of private Structure Sites that have been approved to be “mapped out” of Mitigation Zone 1 and placed into either Mitigation Zone 2 or Mitigation Zone 4 (see Table 2 for a list of the Mitigation Zone 1 Map-Out Sites). The mitigation of Structures on the private Structure Sites that have been mapped out of Mitigation Zone 1 shall follow the procedures outlined within this guidance document.

DEFINITIONS

100-Year Flood Event: means a flood event that has a one percent (1%) probability of occurring in any year. The 100-year flood event is used to establish the regulatory floodplain boundary for the Comprehensive Project. The regulatory floodplain boundary will be updated when the Comprehensive Project is completed within an area referred to as the Revision Reach.

500-Year Flood Event: means a flood event that has a two-tenths percent (0.2%) probability of occurring in any year.

Authority: means the Metro Flood Diversion Authority, a North Dakota political subdivision created by the Joint Powers Agreement.

Base Flood Elevation (BFE): means the water surface elevation corresponding to the 100-year flood event.

Cass County: means Cass County, a North Dakota home rule county and political subdivision of the State of North Dakota.

Clay County: means Clay County, a Minnesota county and political subdivision of the State of Minnesota.

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

Comprehensive Project: means construction of a stormwater diversion channel through North Dakota that conveys twenty thousand (20,000) cubic feet per second of floodwater at the one percent (1%) chance of a one hundred (100)-year event and is approximately thirty (30) miles long with tie-back embankments, a staging area, a Diversion Inlet Structure, a six (6)-mile connecting channel, a control structure on each of the Red and Wild Rice Rivers, an aqueduct hydraulic structure on each of the Maple and Sheyenne Rivers, a drop structure on each of the Rush and Lower Rush Rivers, three (3) railroad bridges, in-town work, community ring levees, and environmental mitigation, as generally described in the Final Feasibility Report and Environmental Impact Statement, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated July 2011, and approved by the Chief of Engineers on December 19, 2011, as amended by the Supplemental Environment Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated September 2013, and approved by District Engineer, St. Paul District, on September 19, 2013, and the Final Supplemental Environmental Assessment #2, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated February 2019, and approved by the District Engineer, St. Paul District, on February 28, 2019.

Conditional Letter of Map Revision (CLOMR): means the CLOMR issued by FEMA for the Comprehensive Project in September 2020 under Case Number 19-08-0683R. The CLOMR describes how the floodplain will change as a result of the Comprehensive Project if constructed as planned.

Coordination Plan: means the FEMA/USACE Coordination Plan, dated April 14, 2015, and updated June 26, 2018.

Hydraulic Effects: means a modeled change in water surface elevation from the Comprehensive Project, including the definition of Impact, for the purposes of the Property Rights Acquisition and Mitigation Plan. Hydraulic Effect is based on the model approved by FEMA for definition of the CLOMR. The CLOMR-approved model is used to determine the floodwater depth under existing conditions as well as 100-year flood event conditions with the Comprehensive Project.

Impact: means a modeled increase of floodwater elevation from existing conditions to with-Comprehensive Project conditions. USACE considers increases of one (1) foot or more an Impact. The North Dakota Department of Water Resources (NDDWR) considers increases of one-half (0.5) foot or more at the 100-year flood an impact. The Minnesota Department of Natural Resources considers increases of one-tenth (0.1) foot or more from the 20-year, 50-year, 100-year, 500-year, or the PMF flood event an impact.

Land Agent: means a land agent consultant working for the Authority or its member entities.

Minnesota or **State of Minnesota:** means the State of Minnesota.

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

MITIGATION ZONES:

USACE defined two (2) mitigation zones in the Final Supplemental Environmental Assessment #2, dated February 2019. In summary, the federal mitigation zones are based on the following criteria:

Federal Mitigation Zone 1: encompasses land that will experience a depth difference of one (1) foot or greater for 100-year or 500-year flood events (whichever is greater) within Cass and Clay Counties and along the Red River corridor within Richland and Wilkin Counties. It defines the operating pool or floodwater storage volume required to ensure the planned operation of the federal project, which includes minimizing downstream impacts.

Federal Mitigation Zone 2: encompasses land that will experience a depth difference of one (1) foot or greater for the 100-year or 500-year flood events (whichever is greater) within Richland and Wilkin Counties, excluding the Federal Mitigation Zone 1 areas along the Red River corridor. Limited placement of fill will be allowed in Federal Mitigation Zone 2, within terms and conditions of the flowage easement and in accordance with state and federal regulations.

Mitigation Zone 3: an area in North Dakota beyond Federal Mitigation Zone 1 and Mitigation Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.5-feet or more at a 100-year flood event.

Mitigation Zone 4: an area in Minnesota beyond Federal Mitigation Zone 1 and Mitigation Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1-feet or more from flood events up to and including the PMF flood event. Mitigation Zone 4 is divided into three (3) sub-zones reflecting the flood event that defines the boundary of impacts.

- **Zone 4A:** an area in Minnesota beyond Federal Mitigation Zone 1 and Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1-foot or more at the PMF flood event.
- **Zone 4B:** an area in Minnesota beyond Federal Mitigation Zone 1 and Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1-feet or more at the 500-year flood event.
- **Zone 4C:** an area in Minnesota beyond Federal Mitigation Zone 1 and Zone 2 where the Comprehensive Project causes a Hydraulic Effect of 0.1-feet or more at the 100-year flood event.

MITIGATION ZONE DEVELOPMENT REQUIREMENTS:

- Mitigation Zone 1
 - Development will not be allowed within Federal Mitigation Zone 1. Placement of fill will not be allowed within Federal Mitigation Zone 1 without approval from USACE.
- Mitigation Zone 2
 - Existing residential Structures must be at least one (1) foot above the 100-year flood event and protected to the 500-year flood event elevation.
 - Existing non-residential Structures must be above the 100-year flood event and protected to the 500-year flood event elevation.
- Mitigation Zone 3

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

- Existing residential Structures must be at least one (1) foot above the 100-year flood event elevation.
- Existing non-residential Structures must be protected to at least one (1) foot above the 100-year flood event elevation.
- Mitigation Zone 4A
 - Existing residential Structures must be at least one (1) foot above the 100-year flood event and protected to the PMF flood elevation.
 - Existing non-residential Structures must be above the 100-year flood event and protected to the PMF flood elevation.
- Mitigation Zone 4B
 - Existing residential Structures must be at least one (1) foot above the 100-year flood event and protected to the 500-year flood event elevation.
 - Existing non-residential Structures must be above the 100-year flood event and protected to the 500-year flood event elevation.
- Mitigation Zone 4C
 - Existing residential Structures must be at least one (1) foot above the 100-year flood event elevation.
 - Existing non-residential Structures must be protected to at least one (1) foot above the 100-year flood event elevation.

The controlling elevation for mitigation requirements noted above shall be the lowest opening elevation, unless there is a situation where the lowest opening is higher than the Lowest Adjacent Grade (LAG), then the LAG shall be the controlling protection elevation level.

- For example, the lowest opening, such as an egress window, may be below the 100-year flood event elevation, however, if the LAG elevation is above the 100-year flood event elevation, mitigation would not be required because the floodwater would not be able to reach the egress window at the 100-year flood event.

North Dakota or **State of North Dakota**: means the State of North Dakota.

Pleasant Township: means Pleasant Township, a township of the State of North Dakota.

Private Structure: means a privately owned residential or non-residential Structure. Excluded Structures are those owned by the following:

- A public entity
- An entity that is regulated by the Public Service Commission
- An entity that is regulated by the Public Utility Commission
- An entity that is regulated by the Federal Communication Commission
- A cemetery

Probable Maximum Flood (PMF): means the probable maximum flood event used for dam-safety purposes. The PMF event is nearly seven (7) times larger than the 2009 flood of record and has a recurrence interval of approximately one hundred seventy-five thousand (175,000) years.

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

Red River: means the Red River of the North.

Revision Reach: means the area defined in the USACE/FEMA Coordination Plan as, “The extents 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 foot of the pre-project conditions model at both the upstream and downstream limits.”

Richland County: means Richland County, a North Dakota county and political subdivision of the State of North Dakota.

Southern Embankment and Associated Infrastructure (SEAI): encompasses the Diversion Inlet Structure, Wild Rice Structure, Red River Structure, associated road raises, and a 22-mile earthen embankment commencing south and east of the City of Horace, proceeding east, and terminating in Minnesota by the Wolverton Creek.

Staging Area: means the area upstream of the SEAI, Diversion Inlet Structure, Red River Structure and the Wild Rice River Structure that will be used to store floodwater when the Comprehensive Project is fully operational. The Staging Area includes an approximately 28,500-acre land management area immediately upstream of the SEAI designed to store floodwaters. The Staging Area includes an area where the Comprehensive Project will increase the 100-year or 500-year floodwater surface elevation by one (1) foot or more over existing (that is, pre-Comprehensive Project) conditions.

Stanley Township: means Stanley Township, a township of the State of North Dakota.

Structure: means a structure with two (2) or more outside rigid walls and a fully secured roof; or a manufactured home (also known as a mobile home) that is built on a permanent chassis and transported to its site in one or more sections; or a travel trailer without wheels that’s built on a chassis that is regulated under the community’s floodplain management and building ordinances or laws. It does not mean a gas or liquid storage tank or a recreational vehicle, park trailer, or other smaller vehicle.

Upstream Mitigation Area (UMA): means the area upstream of the SEAI where the Authority is required to obtain property rights for the temporary storage of floodwaters during Comprehensive Project operations, as shown in Exhibit 1.

Vehicular Access: refers to the ability of emergency vehicles to access a site via roadways or private driveways that have no more than one (1) foot of water during the 100-year flood event.

Wilkin County: means Wilkin County, a Minnesota county and political subdivision of the State of Minnesota.

With Comprehensive Project 100-Year Floodplain: means the 100-year floodplain resulting from FEMA’s accreditation after completion of the Comprehensive Project.

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

PROCESS

Only Structures that have an Impact, as defined above, are required to be purchased or mitigated. A list of anticipated Structure types that will require mitigation is presented in Table 3.

Step 1: Identify existing private Structures impacted by the Comprehensive Project 100-year flood event.

- If a Structure is within the Comprehensive Project 100-year Floodplain, it must be mitigated whether it is within a Mitigation Zone or not. Structures on OINs 1485, 1543, 8466, and 9258 are examples.
- A Structure in a Mitigation Zone and NOT located in the Comprehensive Project 100-year Floodplain shall be mitigated to meet the requirements of the Mitigation Zone.
- A map of the UMA and Mitigation Zones is presented in Exhibit 1.

Step 2: Obtain a topographic survey of all the impacted private Structures and compare the Structure elevations to the governing flood-level events.

- Conduct a topographic survey of the building corners, the lowest opening, and the adjacent ground elevation. The Mitigation Zones are based on LiDAR mapping and hydraulic modeling. In some cases, a mapped Mitigation Zone may clip a corner of a Structure. A survey may provide more precise information so the whole Structure can be mapped out of the with Comprehensive Project 100-year Floodplain and subsequently the Mitigation Zone.
- If the Impacted private Structure meets the elevation requirements of the Mitigation Zone and has Vehicular Access, that Structure does not need to be mitigated.
- If the Impacted private Structure does not meet the elevation requirements of the Mitigation Zone and/or does not have Vehicular Access, the Structure needs to be mitigated.

Step 3: Identify whether the Structure site will have Vehicular Access (see Table 1 for a list of Structure sites identified as not having vehicular access).

- Structure sites that do not have Vehicular Access will be offered a buyout or a road raise.
- A landowner does not need to accept a buyout if the landowner accepts the access impacts and the Structure(s) meet the Mitigation Zone requirements or are planned to be mitigated to meet the Mitigation Zone requirements.
- A road raise will be considered if the estimated cost of the road raise is less than the value of the Structure(s) and/or Structure site(s).
- Prior to a road being raised, approval of the road raise must be provided from the township or roadway authority.
- Approved road raises will be raised to six (6) inches above the with-Comprehensive Project BFE.
- Structure sites with driveways impacted by the Comprehensive Project 100-year flood event will be compensated for the impact by the cost-to-cure amount in the appraisal report.
- A hydraulic analysis will be conducted before the road/driveway raise to determine any impacts the road raise may have to adjacent properties. Coordination with the Authority and USACE will take place to determine the Hydraulic Effect of raising the road.

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

- Maps are available indicating roadway inundation of one (1)-foot or greater during the Comprehensive Project 100-year flood event.
- Raising one strategically placed road may provide Vehicle Access to multiple parcels.
 - Coordinate with the Authority to estimate the cost of raising the affected road.
 - If the estimated cost of raising the road is less than the estimated cost of buying and removing the impacted Structure(s), raise the road for mitigation.
 - If the estimated cost of raising the road is more than the estimated cost of buying and removing the impacted Structures(s) but still considered a feasible mitigation approach based on engineering judgement, gather input from the Authority for acceptance to finalize mitigation approach.

Step 4: Prepare Structure mitigation matrices to determine Structure mitigation options.

- Review the topographic surveys and compare the impacted private Structure's elevations to the different Mitigation Zone flood levels and determine the possible appropriate mitigation options for the site and Structures.
- Prepare cost estimates for each evaluated mitigation option and prepare a mitigation matrix.
- After the Structure mitigation matrices are prepared and approved by the Authority, provide the approved mitigation matrix to the appraiser for consideration in the appraisal report.

Step 5: Obtain a before and after project appraisal of each impacted parcel identified above as well as the value of each Structure/building on the impacted Structure site.

- The appraiser shall consider the mitigation matrix in their valuation of damages. The appraisal report is prepared, reviewed, and approved following the standard practice.

Step 6: Meet with the landowner to present the offer and discuss options.

Step 7: Offer to buy any impacted private Structure(s) or Structure site(s).

- If the offer based on the appraisal is accepted, the Structure(s) would be removed by a contractor hired by the Authority.

Step 8: If the landowner would prefer to keep the Structure, then mitigation options would be reviewed.

- Review preferred mitigation options and present feasible mitigation options to the Authority staff for review and input.
 - Overall mitigation costs should be less than the overall estimated cost of a Structure buyout, relocation costs, Structure removal costs, and site clean-up/restoration costs.
 - Mitigation on each parcel will be unique as well as the associated costs.
 - Earthen levee will likely be the most common and desired form of mitigation. Coordinate with the Authority to design and estimate the cost of a levee.
 - Work with a contractor that specializes in elevating Structures/houses, moving Structures/houses, or performs dry-/wet-proofing to determine costs.

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

POTENTIAL MITIGATION ACTIONS

The FEMA/USACE Coordination Plan, dated April 14, 2015, and updated June 26, 2018, states, “The impacts caused by the Comprehensive 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).” Mitigation shall be performed in accordance with FEMA guidance and may include the following:

1. Buyout – The Authority (via member entities Cass County Joint Water Resource District (CCJWRD) or Moorhead-Clay Count Joint Powers Authority (MCCJPA)) will offer to buy out any impacted private Structure that are in or touched by Mitigation Zones 2, 3, or 4.
2. Wet floodproofing (wet-proofing) – Allows floodwaters to enter the Structure in such a way that damage to the Structure and its contents is minimized. Post-flood cleanup will be required. Wet floodproofing must require automatic entry of floodwaters into Structures without human intervention. (Refer to FEMA’s Paragraph 1.3.4 of “ENGINEERING PRINCIPLES AND PRACTICES for Retrofitting Flood-Prone Residential Structures”)
 - Wet-proofing will only be considered for non-residential Structures outside the 100-year floodplain.
 - Wet-proofing shall only be used in Mitigation Zones 2, 4A, and 4B as a mitigation option for the 500-year and PMF flood events.
 - Flood opening requirements as described for the 100-year flood event in FEMA’s NFIP Technical Bulletin 1 shall be adopted to the 500-year and PMF flood elevations.
 - Structures being protected shall mitigate the Structure in accordance with FEMA’s “Engineering Principles and Practices for Retrofitting Flood-Prone Residential Structures”.
3. Dry floodproofing (dry-proofing) – A portion of the Structure that is below the 100-year flood event plus one (1)-foot elevation is sealed to make it watertight and substantially impermeable to floodwaters. Dry floodproofing is listed in the Coordination Plan as an approved means of mitigation for non-residential Structures. (Refer to Paragraph 1.3.3 of “ENGINEERING PRINCIPLES AND PRACTICES for Retrofitting Flood-Prone Residential Structures”)
 - In practice, dry floodproofing will most likely only consist of concrete retaining walls.
 - Dry floodproofing basements requires an engineer-stamped design.
 - Dry floodproofing typically only applies to non-residential Structures unless a residential basement exception by FEMA has been adopted by the governmental entity jurisdiction. Dry floodproofing may then be allowed, but it is typically only used for new construction.
 - Clay County has a residential basement exception that allows a basement floor below the BFE if the basement is designed to be floodproof. Wilkin County does not have a basement exception. Pleasant Township and Stanley Township in Cass County are listed as having basement exceptions. None of the Richland County townships are listed as having basement exceptions.
4. Elevating – Elevating a Structure involves either raising it on fill or on stilts to provide flood protection.

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

- An elevation certificate is required for the Structure if the Structure is being elevated on fill to remove the Structure from the proposed or existing floodplain.
 - Elevating a Structure on stilts is only allowed when a Structure is outside the floodplain and needs to be protected to either the 500-year or PMF flood event.
 - The point where the stilt meets the ground shall be outside of the floodplain.
 - Elevating on stilts is not allowed to provide protection from the 100-year flood event.
 - Any Structure being elevated on stilts shall have a stamped design by a professional engineer.
 - Any Structure being elevated on stilts shall mitigate the Structure in accordance with FEMA's "Homeowner's Guide to Retrofitting" and FEMA'S "Engineering Principles And Practices for Retrofitting Flood-Prone Residential Structures".
5. Uncertified or Non-Accredited Earthen Levees
- 8-foot top width (minimum)
 - 4:1 side slopes (maximum)
 - Levee impervious fill top elevation at 500-year flood level plus earthen settlement factor for Zones 2 and 4B
 - Levee impervious fill top elevation at PMF flood level plus earthen settlement factor for Zone 4A.
 - The levee shall be designed and signed by a professional engineer and be constructed according to applicable federal and state criteria.
 - Landowner shall be responsible for maintenance, including mowing and weed control, exercising/turning valves, and pump maintenance/operation, and repair of the earthen levee after completion of earthen levee construction.
 - Landowner will retain sole ownership and responsibility of the earthen levee after completion of levee construction.
 - Landowner will need to construct the levee or provide the Authority temporary access to the property to construct the levee.
6. Relocation (to dry area onsite, if available, or another parcel location)

PRIVATE UTILITIES

If any of the private utilities on the impacted private Structure sites listed below is impacted, it will be mitigated per FEMA, NFIP, and local public health official guidance since they directly affect the function and livability of the associated Structure.

- Septic
 - Septic tank
 - Holding tank
 - Drain field
- Tanks
 - Fuel
 - Underground storage tanks

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

- Propane
- Well
- Solar panels

Table 1 – Structure Sites Impacted by Zones 2, 3, 4A, 4B, and 4C

#	OIN (State)	Impacted Residential Structure	Impacted Non-Residential Structure	No Vehicular Access	Impacting Zone
1	176 (ND)			X	3
2	867 (ND)	1	5		3
3	1237 (MN)	1	6		4A
4	1238 (MN)	1	10		4A
5	1252 (MN)	1	1		4A
6	1267 (MN)	1	4		4A
7	1294 (MN)	1	6		2 & 4C
8	1305 (MN)	1	2	X	2 & 4C
9	1307 (MN)		2	X	2 & 4C
10	1318 (MN)		2		4C
11	1328 (ND)			X	3
12	1329 (ND)			X	3
13	1349 (ND)		4		3
14	1356 (ND)		2		3
15	1411 (ND)		5	X	2 & 3
16	1473 (ND)	1	1	X	2
17	1485 (ND)		1	X	3
18	1542 (ND)		2	X	2 & 3
19	1544 (ND)		1	X	2 & 3
20	1545 (ND)			X	2 & 3
21	1548 (ND)		2		3
22	1583 (ND)		2		2 & 3
23	2024 (ND)			X	3
24	2033 (ND)		1	X	3
25	7102 (MN)		2		4C
26	8360 (ND)		7	X	3
27	8466 (ND)		2		3
28	8528 (MN)	1	4		4A
29	8786 (ND)	1			3
30	8798 (MN)	1	8		4C
31	9258 (ND)	1	3	X	2 & 3

Guidance Document for Mitigation of Impacted Private Structure Sites in the UMA

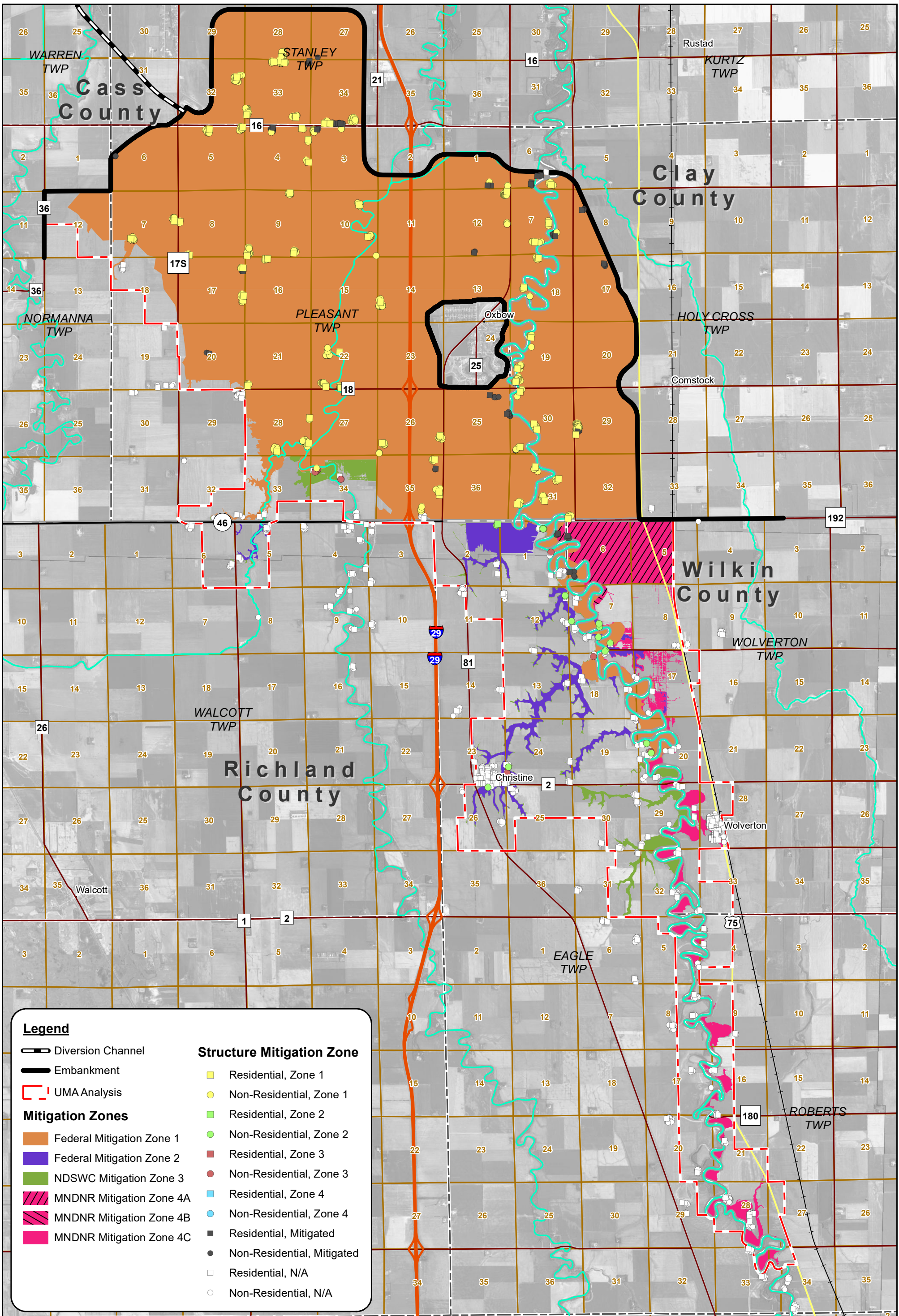
Table 2 – Zone 1 Private Structure Map-Out Sites

	OIN	Parcel Type	Landowner
1	1826	Farmstead	Ness
2	1968	RES	Boyer
3	2044 & 2045	COM and RES	Cose
4	2046, 2183, 2184	RES and COM	Luecke and Carlson
5	5028	RES	Turner

Table 3 – Anticipated Structure Types to Receive Mitigation

Structure Types	
Residential	<ul style="list-style-type: none"> • Slab-on-grade houses • Split-level homes • House with full basement • House with attached garage • Trailer homes
Non-Residential	<ul style="list-style-type: none"> • Barns • Sheds • Storage Buildings • Shops • Pole-type buildings • Detached garages • Lean-to for hay/wood (might not be an insurable Structure.) • Grain bins (considered personal property; under this designation, the owners of the grain bins will be reimbursed for the lesser of the cost to move the existing grain bin or the cost to purchase new grain bins. Refer to the PRAM for further details.) • Other agricultural Structure types

Exhibit 1 – UMA and Mitigation Zones Map



Legend

- Diversion Channel
- Embankment
- UMA Analysis

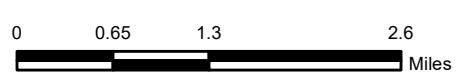
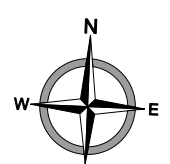
Mitigation Zones

- Federal Mitigation Zone 1
- Federal Mitigation Zone 2
- NDSWC Mitigation Zone 3
- MNDNR Mitigation Zone 4A
- MNDNR Mitigation Zone 4B
- MNDNR Mitigation Zone 4C

Structure Mitigation Zone

- Residential, Zone 1
- Non-Residential, Zone 1
- Residential, Zone 2
- Non-Residential, Zone 2
- Residential, Zone 3
- Non-Residential, Zone 3
- Residential, Zone 4
- Non-Residential, Zone 4
- Residential, Mitigated
- Non-Residential, Mitigated
- Residential, N/A
- Non-Residential, N/A

**FM AREA DIVERSION
UPSTREAM MITIGATION AREA &
MITIGATION ZONES**



Created By: KJV Date Created: 06/18/18 Date Saved: 05/26/21 Date Exported: 05/26/21
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 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
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Source: CLOMR FEMA Case Number 19-08-0683R

Cass County Joint Water Resource District



Date: 10/24/2024

Agenda Item number: c.1

Subject: Christine Appraisal Reviews

Recommended Action/Motion:

Approve the appraised values as offers of Just Compensation for the properties noted below.

Background/Key Points:

OIN(s)	Property Owner	Project Area	Just Compensation
1462C	Brian Ringdahl	Christine	\$500
7243 7244	Terry & Jeanine Hildebrant	Christine	\$4,900
8689	Michael Des Roches	Christine	\$1,900
8703 8704 8706	James Kirsch	Christine	\$12,000
8708 8709	Randy Monson	Christine	\$1,700

Attachments:

- Appraisal Reviews and Parcel Exhibits

APPRAISAL REVIEW OF OIN 1462C APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	309 Hunt Avenue South, Christine, North Dakota 58015		
Property Owner(s):	Brian Ringdahl		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian R Tinjum, MAI Tinjum Appraisal Co, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	September 26, 2024	Date of Review:	October 17, 2024
Date of Appraisal Report:	October 16, 2024	Date of Field Inspection:	No Field Inspection
Report Format:	Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES \$500

APPRAISAL INFORMATION	Date Appraiser Inspected Subject Property:	September 26, 2024			
	Was Owner Given Opportunity to Accompany?	Yes, landowner was given an opportunity to accompany the appraiser and did accompany the appraiser on the September 26, 2024 inspection.			
	Property Rights Appraised:	Fee Simple Title in both before and after situations			
	Property Appraised:	Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Subject property contains a house with attached garage, and a detached garage. Appraisal is only of land since the appraiser judged that the acquisition does not affect the subject buildings.			
	Highest and Best Use of Property Appraised:		Before	After	
		As Vacant	Residential Building Site	Residential Building Site	
		As Improved	Residential Home Site	Residential Home Site	
	Acquisition:	Zone 2 Flowage Easement on 0.006 acres or 261 sf of the subject property Zone 3 Flowage Easement on 0.030 acres or 1,307 sf of the subject property Total Flowage Easement = 0.036 acres or 1,568 sf			
	Impacted Improvements:	None			
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – Subject property complies with zoning code - The after value considers the easement to be in place Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property (land only)	=	\$134,700	
After Situation Value of Subject Property		=	\$134,200		
Diminution in Value to Subject Property (difference)		=	\$ 500		
Allocation of Damages:	Compensation Item:			Rounded to	
	Diminution in Land Value due to Flowage Easement: 1,568 sf in flowage easemt @ \$1.85/sf X 15% diminution = \$435	=	\$ 500		

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 1462C - Ringdahl

PROPERTY APPRAISED	Address/Location:	Brian Ringdahl		
	PID or Legal Description:	49-0001-04827.001 & 49-0500-05032.010		
	Size of Subject Property:	72,793 sf or 1.671± acres		
	Improvements:	House with attached garage & detached garage		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Somewhat irregular in shape with gentle terrain	
		Frontage:	Hunt Avenue	
		Access:	Hunt Avenue	
		Existing Use:	Single family residence	
		Encumbrances:	None known of significance	
	Zoning:	Residential in City of Christine		

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the FM Area Diversion Authority.
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that state rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.
	Scope of Review:	This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use. The following actions were done as part of the review process: <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, County and MLS websites. The following actions were not done as part of the review process: <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer.
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an "Appraisal Report" or a "Restricted Appraisal Report". (2-2)
✓	The content of the "Appraisal Report" must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Use of this project rule requires a jurisdictional exception to USPAP.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans and paired sales to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property consists of two tax parcels with building improvements within the City of Christine. The city could not be contacted for confirmation of zoning, but it is assumed to be that of residential.

The appraiser judges that the acquisition will not impact/effect the subject building improvements, and therefore the appraisal is of land only.

Before Situation Valuation:

The subject property is valued in the before situation ("as is" value) using the Sales Comparison Approach, which is the most reliable and accurate approach for valuing land (when there is adequate sales information). The Cost Approach was not used since the subject is vacant land and the Income Approach was not utilized due to inadequate income information in the area.

Sales Comparison Approach - Three vacant lot sales in were utilized in this approach. The three sales were located in Colfax, North Dakota and varied in size from 56,628 sf to 69,260 sf to 88,125 sf. These sales varied in price from \$62,500 to \$50,000 to \$64,9448. All three sales included the buyer assuming special assessments. After including special assessments, the sales price of the sales were \$1.70 per sf, \$1.28 per sf, and \$1.97 per sf, respectively. The appraiser did not make adjustments on the grid but considered the differences between the subject and sale properties in the "Sales Discussion" on page 29.

The appraiser estimated the market value of the subject property in the before situation (as-is situation) at \$1.85 per sf or a total value as follows:

$$72,793 \text{ sf @ } \$1.85 \text{ per sf} = \$134,667 \text{ rounded to } \$134,700$$

Acquisition:

The acquisition on the subject property consists of a total of 0.036 acres or 1,568± sf of Zone 2 and 3 Flowage Easement. The acquisition is allocated on the subject parcels as follows:

	OIN 1462C
Zone 2 Flowage Easement	261 sf or 0.006± acres
Zone 3 Flowage Easement	1,307 sf or 0.030± acres
Total Flowage Easement	1,568 sf or 0.036± acres

After Situation Valuation –

The appraiser uses two paired sales (Sales A, B, C, & D) to estimate the effect of flowage easements on rural residential land. The first paired sales study showed a 15.74% diminution in value due to the flowage easement, and the second paired sales study showed a 14.90% diminution in value. The appraiser utilized a 15% diminution to the subject land within the flowage easement.

Thus the after situation value of the land within the flowage easement is as follows:

$$\text{\$1.85 per sf} \times 85\% = \text{\$1.5725 rounded to } \text{\$1.57 per sf}$$

Therefore the value of the subject property in the after situation is as follows:

71,225 sf of unencumbered land @ \\$1.85 per sf	=	\\$ 131,766	
<u>1,568</u> sf within flowage easement @ \\$1.57 per sf	=	<u>\\$ 2,462</u>	
72,793 sf	Total	=	\\$ 134,228 Rounded to \\$134,200

Total Damages Due to Acquisition –

The total damages due to the acquisition are simply the difference between the before situation value and the after situation value, as follows:

Before Situation Value	=	\\$134,700
After Situation Value	=	<u>\\$134,200</u>
Difference	=	\\$ 500

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition of a flowage easement.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach, which is generally the most reliable and accurate approach for valuing land. The Cost Approach was not used since the appraisal values land only. The Income Approach was not used due to lack of relevant income information in the market.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$500** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation for this acquisition.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: October 17, 2024



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser Minnesota License No. 4001052
Certified General Real Property Appraiser North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION

(from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no 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.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on MLS and/or County GIS websites. The reviewer assumes that the sales utilized are actually as described by the appraiser in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License # 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

October 17, 2024

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
U.S. Department of Interior
Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

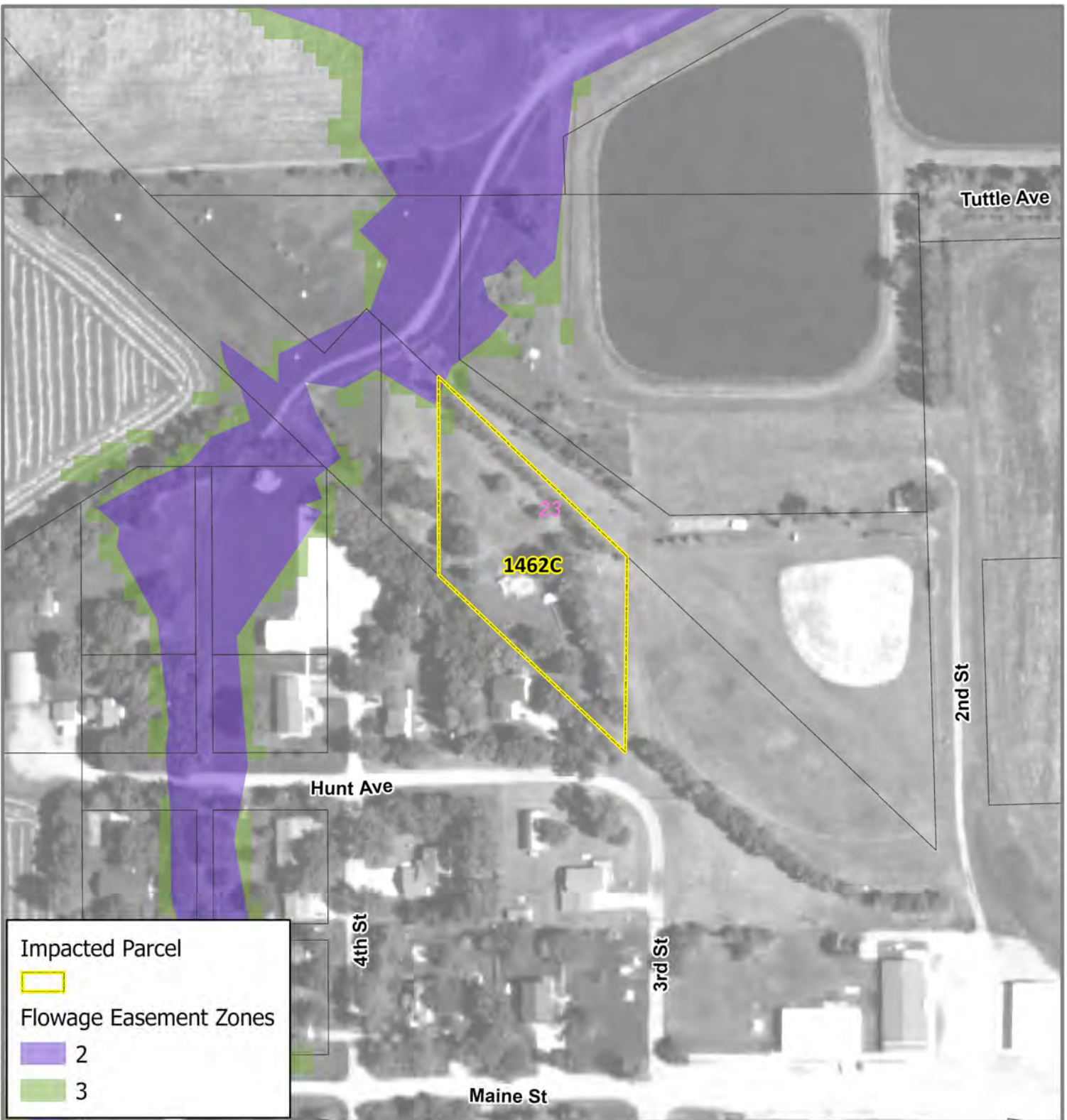
APPRAISAL EDUCATION: (partial list)


Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)



American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

Society of Real Estate Appraisers
Residential Property Valuation

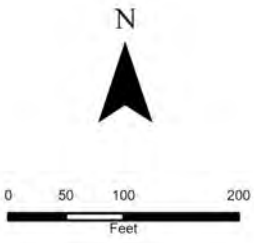


Impacted Parcel


Flowage Easement Zones

-  2
-  3

Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Christine Levee



OIN: 1462C
BRIAN F RINGDAHL
Parcel ID: 49-0500-05032.010
Richland County, ND

FM AREA DIVERSION
 Map Date: 2/1/2024



APPRAISAL REVIEW OF OIN 7243 & 7244 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	XXXX County Road 2 N, Christine, North Dakota		
Property Owner(s):	Terry & Jeanine Hildebrandt		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian R Tinjum, MAI Tinjum Appraisal Co, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	July 23, 2024	Date of Review:	October 17, 2024
Date of Appraisal Report:	October 16, 2024	Date of Field Inspection:	No Field Inspection
Report Format:	Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES \$4,900

APPRAISAL INFORMATION	Date Appraiser Inspected Subject Property:	July 23, 2024			
	Was Owner Given Opportunity to Accompany?	Yes, landowner was given an opportunity to accompany the appraiser and Ms. Hildebrandt did accompany the appraiser on the July 23, 2024 inspection.			
	Property Rights Appraised:	Fee Simple Title in both before and after situations			
	Property Appraised:	Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Subject property consists of two vacant tax parcels.			
	Highest and Best Use of Property Appraised:		Before	After	
		As Vacant	2 Residential Building Sites	2 Residential Building Sites	
		As Improved	NA	NA	
	Acquisition:	Zone 2 Flowage Easement on 0.27 acres of the subject property Zone 3 Flowage Easement on 0.13 acres of the subject property Total Flowage Easement = 0.40 acres or 17,424 sf			
	Impacted Improvements:	None			
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – The after value considers the easement to be in place Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property	=	\$ 80,600	
		After Situation Value of Subject Property	=	\$ 75,700	
Diminution in Value to Subject Property (difference)		=	\$ 4,900		
Allocation of Damages:	Compensation Item:			Rounded to	
	Diminution in Land Value due to Flowage Easement: 17,424 sf in flowage easement @ \$1.85/sf X 15% diminution=	=	\$ 4,900		

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 7243 & 7244 - Hildebrandt

PROPERTY APPRAISED	Address/Location:	Terry & Jeanine Hildebrandt		
	PID or Legal Description:	01-0000-00131.200 and 01-0000-00131.300		
	Size of Subject Property:	1.00 acres		
	Improvements:	None		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Rectangular and gentle terrain	
		Frontage:	On County Road 2N	
		Access:	County Road 2N	
		Existing Use:	Vacant Residential Building Sites	
		Encumbrances:	None known of significance	
Zoning:	Agricultural in Eagle Township, but township defers to City of Christine since subject property is adjacent to city.			

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the FM Area Diversion Authority.
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that state rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.
	Scope of Review:	This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use. The following actions were done as part of the review process: <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, County and MLS websites. The following actions were not done as part of the review process: <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer.
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
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✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile. (2-2a(i))
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✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
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✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Use of this project rule requires a jurisdictional exception to USPAP.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans and paired sales to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property consists of two vacant tax parcels adjacent to the City of Christine. Although the township zoning is agricultural, the township defers zoning to the City of Christine since the subject is adjacent to the City. The city could not be contacted for confirmation of zoning, but it is assumed to be that of residential.

Before Situation Valuation:

The subject property is valued in the before situation ("as is" value) using the Sales Comparison Approach, which is the most reliable and accurate approach for valuing land (when there is adequate sales information). The Cost Approach was not used since the subject is vacant land and the Income Approach was not utilized due to inadequate income information in the area.

Sales Comparison Approach - Three vacant lot sales in were utilized in this approach. The three sales were located in Colfax, North Dakota and varied in size from 56,628 sf to 69,260 sf to 88,125 sf. These sales varied in price from \$62,500 to \$50,000 to \$64,9448. All three sales included buyer assuming special assessments. After including special assessments, the sales price of the sales were \$1.70 per sf, \$1.28 per sf, and \$1.97 per sf, respectively. The appraiser did not make adjustments on the grid but considered the differences between the subject and sale properties in the "Sales Discussion" on page 29.

The appraiser estimated the market value of the subject property in the before situation (as-is situation) at \$1.85 per sf or a total value as follows:

$$43,560 \text{ sf @ } \$1.85 \text{ per sf} = \$80,586 \quad \text{rounded to } \$80,600$$

Acquisition:

The acquisition on the subject property consists of a total of 0.40 acres of Zone 2 and 3 Flowage Easement. The acquisition is allocated on the subject parcels as follows:

	OIN 7243	OIN 7244	Totals
Zone 2 Flowage Easement	0.15 acres	0.12 acres	0.27 acres
Zone 3 Flowage Easement	0.07 acres	0.06 acres	0.13 acres
Total Flowage Easement	0.22 acres	0.18 acres	0.40 acres

After Situation Valuation –

The appraiser uses two paired sales (Sales A, B, C, & D) to estimate the effect of flowage easements on rural residential land. The first paired sales study showed a 15.74% diminution in value due to the flowage easement, and the second paired sales study showed a 14.90% diminution in value. The appraiser utilized a 15% diminution to the subject land within the flowage easement.

Thus the after situation value of the land within the flowage easement is as follows:

$$\$1.85 \text{ per sf} \times 85\% = \$1.5725 \text{ rounded to } \$1.57 \text{ per sf}$$

Therefore the value of the subject property in the after situation is as follows:

26,136 sf of unencumbered land @ \$1.85 per sf	= \$48,352	
<u>17,424 sf within flowage easement @ \$1.57 per sf</u>	= <u>\$27,356</u>	
43,560 sf	Total = \$75,708	Rounded to \$75,700

Total Damages Due to Acquisition –

The total damages due to the acquisition are simply the difference between the before situation value and the after situation value, as follows:

Before Situation Value	= \$ 80,600
After Situation Value	= <u>\$ 75,700</u>
Difference	= \$ 4,900

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition of a flowage easement.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach, which is generally the most reliable and accurate approach for valuing land. The Cost Approach was not used since the subject is vacant land. The Income Approach was not used due to lack of relevant income information in the market.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$4,900** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation for this acquisition.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: October 17, 2024



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser Minnesota License No. 4001052
Certified General Real Property Appraiser North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION (from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no 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.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on MLS and/or County GIS websites. The reviewer assumes that the sales utilized are actually as described by the appraiser in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By: _____ (signature)

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License # 4001052
North Dakota Permit No. CG-224120

Review Date: October 17, 2024

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
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March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
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2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
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1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
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St. Paul, Minnesota

APPRAISAL EDUCATION: (partial list)

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Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

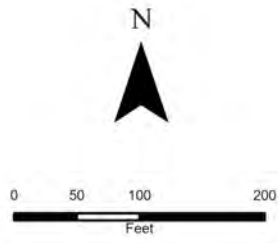
American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

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Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLIdenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Christine Levee



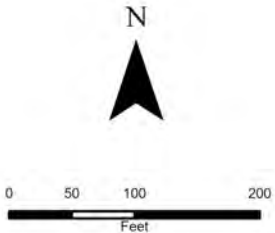
OIN: 7243
TERRY AND JEANINE HILDEBRANT
Parcel ID: 01-0000-00131.200
Richland County, ND

FM AREA DIVERSION
 Map Date: 1/31/2024





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OIN: 7244
TERRY AND JEANINE HILDEBRANT
Parcel ID: 01-0000-00131.300
Richland County, ND

FM AREA DIVERSION
 Map Date: 1/31/2024



APPRAISAL REVIEW OF OIN 8689 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	408 Hunt Avenue, Christine, North Dakota 58015		
Property Owner(s):	Michael A. Des Roches		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian R Tinjum, MAI Tinjum Appraisal Co, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	August 22, 2024	Date of Review:	October 17, 2024
Date of Appraisal Report:	October 16, 2024	Date of Field Inspection:	No Field Inspection
Report Format:	Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES \$1,900

APPRAISAL INFORMATION	Date Appraiser Inspected Subject Property:	August 22, 2024			
	Was Owner Given Opportunity to Accompany?	Yes, landowner was given an opportunity to accompany the appraiser and Mr. Des Roches did accompany the appraiser on the August 22, 2024 inspection.			
	Property Rights Appraised:	Fee Simple Title in both before and after situations (land only)			
	Property Appraised:	Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Subject property contains a house with detached garage and storage shed, but appraisal was only of land since the appraiser judged that the acquisition does not affect the subject buildings.			
	Highest and Best Use of Property Appraised:		Before	After	
		As Vacant	Residential Building Site	Residential Building Site	
		As Improved	Residential Home Site	Residential Home Site	
	Acquisition:	Zone 2 Flowage Easement on 0.10 acres of the subject property Zone 3 Flowage Easement on 0.05 acres of the subject property Total Flowage Easement = 0.15 acres or 6,534 sf			
	Impacted Improvements:	None			
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – Subject property complies with zoning code - The after value considers the easement to be in place Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property (land only)	=	\$ 36,300	
After Situation Value of Subject Property		=	\$ 34,400		
Diminution in Value to Subject Property (difference)		=	\$ 1,900		
Allocation of Damages:	Compensation Item:			Rounded to	
	Diminution in Land Value due to Flowage Easement: 6,534 sf in flowage easement @ \$1.85/sf X 15% diminution=\$1,813	=	\$ 1,900		

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 8689 – Des Roches

PROPERTY APPRAISED	Address/Location:	Michael A. Des Roches		
	PID or Legal Description:	49-0001-04852.000		
	Size of Subject Property:	19,600 sf or 0.45± acres		
	Improvements:	House with detached garage and shed		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Rectangular and gentle terrain	
		Frontage:	Hunt Avenue	
		Access:	Hunt Avenue	
		Existing Use:	Single family residence	
		Encumbrances:	None known of significance	
	Zoning:	Residential in City of Christine		

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District	
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the FM Area Diversion Authority.	
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.	
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that state rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.	
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.	
	Scope of Review:	<p>This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use.</p> <p>The following actions were done as part of the review process:</p> <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, County and MLS websites. <p>The following actions were not done as part of the review process:</p> <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer. 	
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer	

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an “Appraisal Report” or a “Restricted Appraisal Report”. (2-2)
✓	The content of the “Appraisal Report” must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client’s request but is retained in the appraiser’s workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Use of this project rule requires a jurisdictional exception to USPAP.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans and paired sales to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property consists of one tax parcel with building improvements within the City of Christine. The city could not be contacted for confirmation of zoning, but it is assumed to be that of residential.

The appraiser judges that the acquisition will not impact/effect the subject building improvements, and therefore the appraisal is of land only.

Before Situation Valuation:

The subject property is valued in the before situation (“as is” value) using the Sales Comparison Approach, which is the most reliable and accurate approach for valuing land (when there is adequate sales information). The Cost Approach was not used since the subject is vacant land and the Income Approach was not utilized due to inadequate income information in the area.

Sales Comparison Approach - Three vacant lot sales in were utilized in this approach. The three sales were located in Colfax, North Dakota and varied in size from 56,628 sf to 69,260 sf to 88,125 sf. These sales varied in price from \$62,500 to \$50,000 to \$64,9448. All three sales included the buyer assuming special assessments. After including special assessments, the sales price of the sales were \$1.70 per sf, \$1.28 per sf, and \$1.97 per sf, respectively. The appraiser did not make adjustments on the grid but considered the differences between the subject and sale properties in the “Sales Discussion” on page 29.

The appraiser estimated the market value of the subject property in the before situation (as-is situation) at \$1.85 per sf or a total value as follows:

$$19,600 \text{ sf @ } \$1.85 \text{ per sf} = \$36,260 \quad \text{rounded to } \$36,300$$

Acquisition:

The acquisition on the subject property consists of a total of 0.15 acres (6,534± sf) of Zone 2 and 3 Flowage Easement. The acquisition is allocated on the subject parcels as follows:

	OIN 8689
Zone 2 Flowage Easement	0.10 acres
Zone 3 Flowage Easement	0.05 acres
Total Flowage Easement	0.15 acres*

* approximately 6,534 sf

After Situation Valuation –

The appraiser uses two paired sales (Sales A, B, C, & D) to estimate the effect of flowage easements on rural residential land. The first paired sales study showed a 15.74% diminution in value due to the flowage easement, and the second paired sales study showed a 14.90% diminution in value. The appraiser utilized a 15% diminution to the subject land within the flowage easement.

Thus the after situation value of the land within the flowage easement is as follows:

$$\text{\$1.85 per sf} \times 85\% = \text{\$1.5725 rounded to } \text{\$1.57 per sf}$$

Therefore the value of the subject property in the after situation is as follows:

13,066 sf of unencumbered land @ \\$1.85 per sf	=	\\$24,172	
<u>6,534</u> sf within flowage easement @ \\$1.57 per sf	=	<u>\\$10,258</u>	
21,000 sf	Total	=	\\$34,430 Rounded to \\$34,400

Total Damages Due to Acquisition –

The total damages due to the acquisition are simply the difference between the before situation value and the after situation value, as follows:

Before Situation Value	=	\\$ 36,300
After Situation Value	=	<u>\\$ 34,400</u>
Difference	=	\\$ 1,900

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition of a flowage easement.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach, which is generally the most reliable and accurate approach for valuing land. The Cost Approach was not used since the appraisal values land only. The Income Approach was not used due to lack of relevant income information in the market.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$1,900** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation for this acquisition.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: October 17, 2024



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser Minnesota License No. 4001052
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REVIEWER'S CERTIFICATION

(from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no 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.
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- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
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DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License # 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

October 17, 2024

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NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
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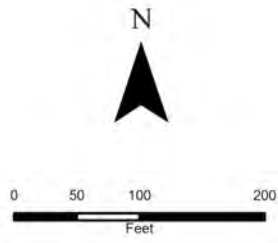
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Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

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Transitional Use/Scenic Easements
Advanced Rural Appraisal

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Residential Property Valuation



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MICHAEL A DES ROCHES
Parcel ID: 49-0001-04852.000
Richland County, ND

FM AREA DIVERSION
 Map Date: 1/31/2024



APPRAISAL REVIEW OF OIN 8703-8704-8706 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	102 Park Avenue, Christine, North Dakota 58015		
Property Owner(s):	James D. Kirsch		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian R Tinjum, MAI Tinjum Appraisal Co, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	September 19, 2024	Date of Review:	October 17, 2024
Date of Appraisal Report:	October 16, 2024	Date of Field Inspection:	No Field Inspection
Report Format:	Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES \$12,000

APPRAISAL INFORMATION	Date Appraiser Inspected Subject Property:	September 19, 2024			
	Was Owner Given Opportunity to Accompany?	Yes, landowner was given an opportunity to accompany the appraiser and Mr. Kirsch did accompany the appraiser on the September 19, 2024 inspection.			
	Property Rights Appraised:	Fee Simple Title in both before and after situations			
	Property Appraised:	Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Subject property contains a house with detached garage, two storage buildings, and two garden sheds. Appraisal is only of land since the appraiser judged that the acquisition does not affect the subject buildings.			
	Highest and Best Use of Property Appraised:		Before	After	
		As Vacant	Residential Building Site	Residential Building Site	
		As Improved	Residential Home Site	Residential Home Site	
	Acquisition:	Zone 2 Flowage Easement on 0.81 acres of the subject property Zone 3 Flowage Easement on 0.17 acres of the subject property Total Flowage Easement = 0.98 acres or 42,690± sf			
	Impacted Improvements:	None			
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – Subject property complies with zoning code - The after value considers the easement to be in place Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property (land only)	=	\$ 139,000	
After Situation Value of Subject Property		=	\$ 127,000		
Diminution in Value to Subject Property (difference)		=	\$ 12,000		
Allocation of Damages:	Compensation Item:			Rounded to	
	Diminution in Land Value due to Flowage Easement: 42,690 sf in flowage easemt @ \$1.85/sf X 15% diminution = \$11,846	=	\$ 12,000		

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 8703-8704-8706: Kirsch

PROPERTY APPRAISED	Address/Location:	James D. Kirsch		
	PID or Legal Description:	49-0001-04974.000, 49-0001-04985.000, 49-0500-05032.045		
	Size of Subject Property:	75,120 sf or 1.725 acres		
	Improvements:	House with detached garage, two storage sheds, two garden sheds		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Irregular and gentle terrain	
		Frontage:	Park Avenue	
		Access:	Park Avenue	
		Existing Use:	Single family residence	
Encumbrances:		None known of significance		
Zoning:	Residential in City of Christine			

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the FM Area Diversion Authority.
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that state rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.
	Scope of Review:	This review report is a technical review. The scope of this review report is to ensure that the appraisal report's results are credible for its intended use. The following actions were done as part of the review process: <ol style="list-style-type: none"> 1. The subject appraisal report was read & mathematics checked 2. The subject property was viewed on GIS 3. Comparable sales information was checked as possible on State, County and MLS websites. The following actions were not done as part of the review process: <ol style="list-style-type: none"> 1. The owner(s) of the subject property was (were) not contacted. 2. Comparable Sales were not verified or field viewed by the reviewer nor was market searched for more recent or "better" sales information 3. The subject property was not inspected by the reviewer.
	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer

USPAP Appraisal Requirements: (from 2024 USPAP Standard 2.1 and 2.2)	
Checklist	USPAP Requirement
✓	Appraisal clearly and accurately sets forth the appraisal in a manner that is not misleading. Appraisal contains sufficient information to enable the intended user(s) to understand the report properly and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. (2-1)
✓	Appraisal prominently states whether appraisal is an "Appraisal Report" or a "Restricted Appraisal Report". (2-2)
✓	The content of the "Appraisal Report" must be appropriate for the intended use of the appraisal. (2-2a)
✓	State the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile. (2-2a(i))
✓	State the identity of any other intended user(s) by name or type. (2-2a(ii))
✓	State the intended use of the appraisal. (2-2a(iii))
✓	Appraisal contains information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment. (2-2a(iv))
✓	State the real property interest appraised. (2-2a(v))
✓	State the type and definition of value and cite the source of the definition. (2-2a(vi))
✓	State the effective date of the appraisal and the date of the report. (2-2a(vii))
✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Use of this project rule requires a jurisdictional exception to USPAP.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans and paired sales to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property consists of three tax parcels with building improvements within the City of Christine. The city could not be contacted for confirmation of zoning, but it is assumed to be that of residential.

The appraiser judges that the acquisition will not impact/effect the subject building improvements, and therefore the appraisal is of land only.

Before Situation Valuation:

The subject property is valued in the before situation ("as is" value) using the Sales Comparison Approach, which is the most reliable and accurate approach for valuing land (when there is adequate sales information). The Cost Approach was not used since the subject is vacant land and the Income Approach was not utilized due to inadequate income information in the area.

Sales Comparison Approach - Three vacant lot sales in were utilized in this approach. The three sales were located in Colfax, North Dakota and varied in size from 56,628 sf to 69,260 sf to 88,125 sf. These sales varied in price from \$62,500 to \$50,000 to \$64,9448. All three sales included the buyer assuming special assessments. After including special assessments, the sales price of the sales were \$1.70 per sf, \$1.28 per sf, and \$1.97 per sf, respectively. The appraiser did not make adjustments on the grid but considered the differences between the subject and sale properties in the "Sales Discussion" on page 30.

The appraiser estimated the market value of the subject property in the before situation (as-is situation) at \$1.85 per sf or a total value as follows:

$$75,120 \text{ sf @ } \$1.85 \text{ per sf} = \$138,972 \text{ rounded to } \$139,000$$

Acquisition:

The acquisition on the subject property consists of a total of 0.98 acres or 42,690± sf of Zone 2 and 3 Flowage Easement. The acquisition is allocated on the subject parcels as follows:

	OIN 8703	OIN 8704	OIN 8706	Total
Zone 2 Flowage Easement	0.23 acres	0.26 acres	0.32 acres	0.81 acres
Zone 3 Flowage Easement	0.07 acres	0.01 acres	0.09 acres	0.17 acres
Total Flowage Easement	0.30 acres	0.27 acres	0.41 acres	0.98 acres

After Situation Valuation –

The appraiser uses two paired sales (Sales A, B, C, & D) to estimate the effect of flowage easements on rural residential land. The first paired sales study showed a 15.74% diminution in value due to the flowage easement, and the second paired sales study showed a 14.90% diminution in value. The appraiser utilized a 15% diminution to the subject land within the flowage easement.

Thus the after situation value of the land within the flowage easement is as follows:

$$\$1.85 \text{ per sf} \times 85\% = \$1.5725 \text{ rounded to } \$1.57 \text{ per sf}$$

Therefore the value of the subject property in the after situation is as follows:

32,430 sf of unencumbered land @ \$1.85 per sf	= \$ 59,996
<u>42,690 sf within flowage easement @ \$1.57 per sf</u>	= <u>\$ 67,023</u>
75,120 sf	Total = \$127,019 Rounded to \$127,000

Total Damages Due to Acquisition –

The total damages due to the acquisition are simply the difference between the before situation value and the after situation value, as follows:

Before Situation Value	= \$139,000
After Situation Value	= <u>\$127,000</u>
Difference	= \$ 12,000

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition of a flowage easement.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach, which is generally the most reliable and accurate approach for valuing land. The Cost Approach was not used since the appraisal values land only. The Income Approach was not used due to lack of relevant income information in the market.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$12,000** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation for this acquisition.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: October 17, 2024



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser Minnesota License No. 4001052
Certified General Real Property Appraiser North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION (from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no 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.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on MLS and/or County GIS websites. The reviewer assumes that the sales utilized are actually as described by the appraiser in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License # 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

October 17, 2024

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
U.S. Department of Interior
Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

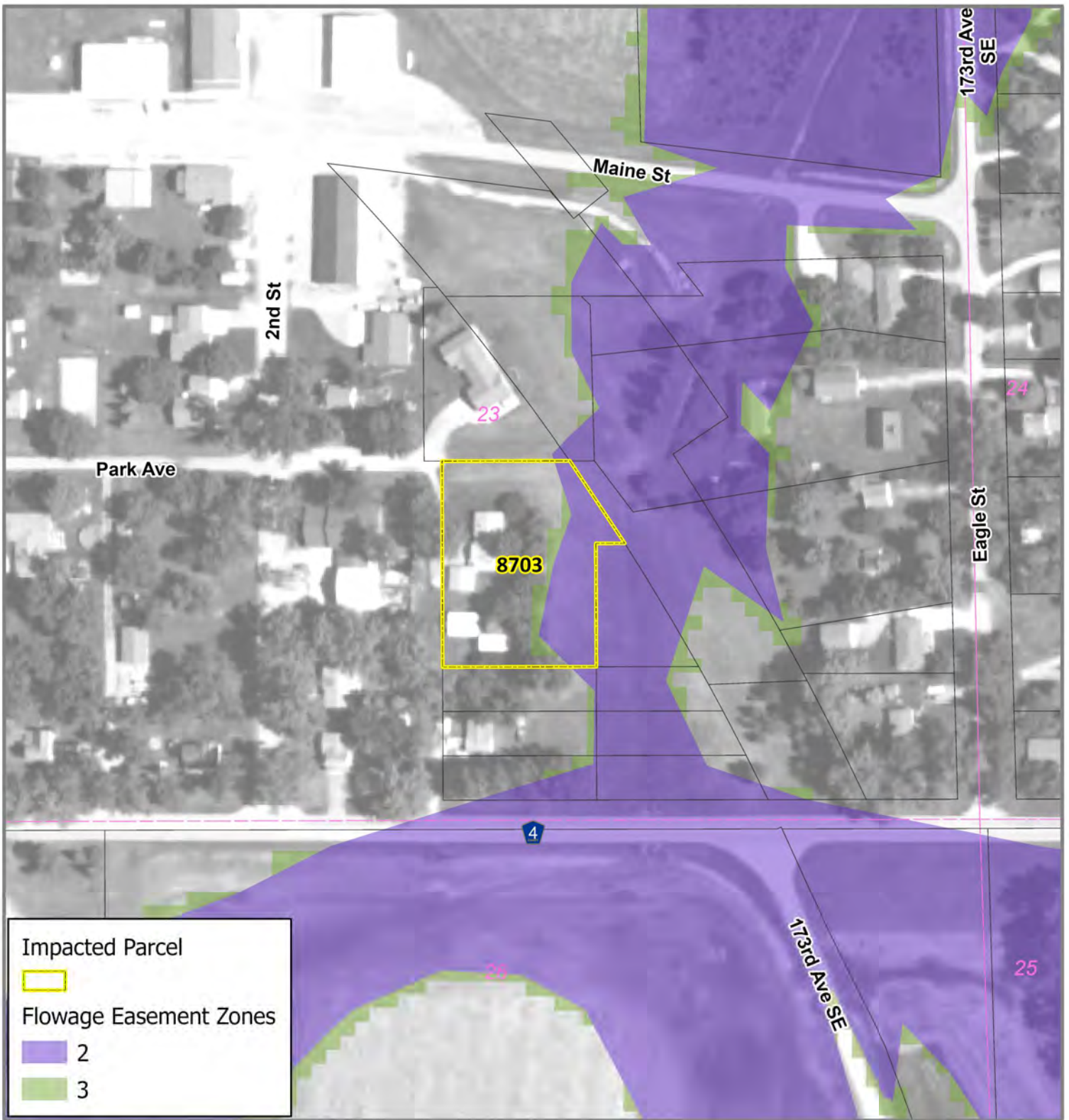
APPRAISAL EDUCATION: (partial list)

Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

Society of Real Estate Appraisers
Residential Property Valuation



Impacted Parcel

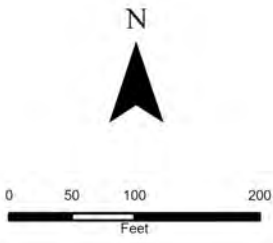
Impacted Parcel

Flowage Easement Zones

2

3

Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Christine Levee



OIN: 8703
JAMES D KIRSCH
Parcel ID: 49-0001-04974.000
Richland County, ND

FM AREA DIVERSION
 Map Date: 1/31/2024





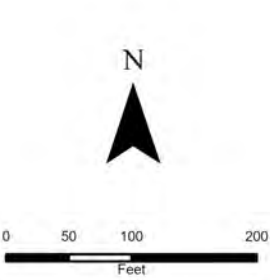
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Impacted Parcel

Impacted Parcel

Flowage Easement Zones

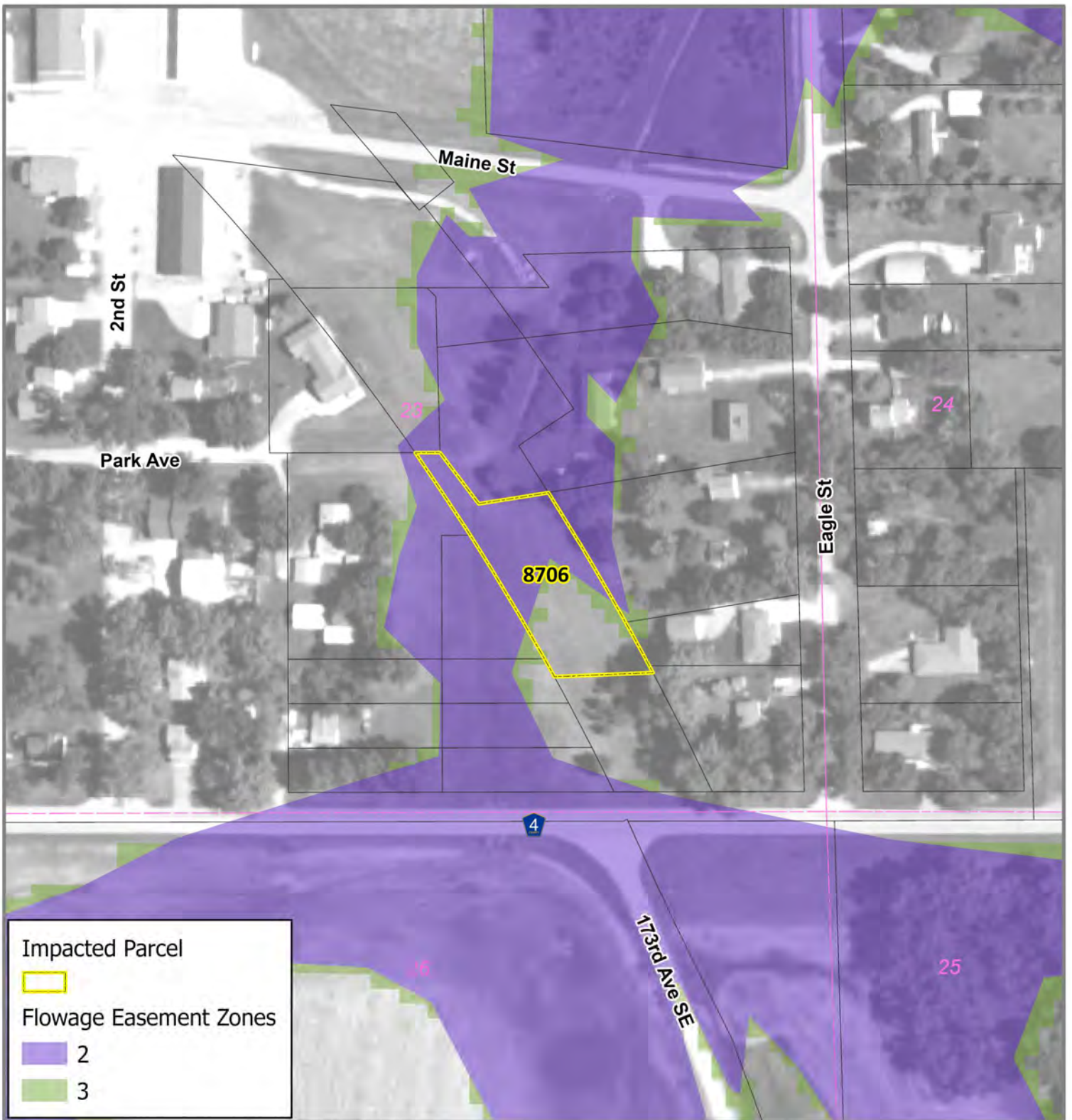
- 2
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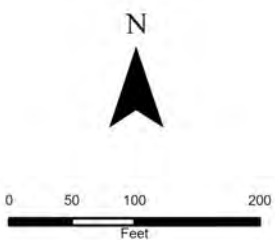
OIN: 8704
JAMES D KIRSCH
 Parcel ID: 49-0001-04985.000
 Richland County, ND

FM AREA DIVERSION
 Map Date: 1/31/2024





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OIN: 8706
JAMES D KIRSCH
Parcel ID: 49-0500-05032.045
Richland County, ND

FM AREA DIVERSION
 Map Date: 2/1/2024



APPRAISAL REVIEW OF OIN 8708 & 8709 APPRAISAL



Project:	Fargo-Moorhead Area Flood Diversion Project		
Parcel Address:	103 Park Avenue, Christine, North Dakota 58015		
Property Owner(s):	Randy Monson		
	Appraisal Report	Review Appraisal Report	
Name of Appraiser(s) & Firm:	Brian R Tinjum, MAI Tinjum Appraisal Co, Inc.	Name of Review Appraiser & Firm:	Douglas K. Johnson DKJ Appraisal LLC
Effective Date of Appraisal:	September 19, 2024	Date of Review:	October 17, 2024
Date of Appraisal Report:	October 16, 2024	Date of Field Inspection:	No Field Inspection
Report Format:	Appraisal Report	Review Format:	Technical Review

APPRAISER'S CONCLUSION OF DAMAGES \$1,700

APPRAISAL INFORMATION	Date Appraiser Inspected Subject Property:	September 19, 2024			
	Was Owner Given Opportunity to Accompany?	Yes, landowner was given an opportunity to accompany the appraiser but declined to accompany the appraiser on the September 19, 2024 inspection.			
	Property Rights Appraised:	Fee Simple Title in both before and after situations			
	Property Appraised:	Real Property			
	Type of Value Appraised:	Market Value of Before and After Situations			
	Were Building(s) Included in Valuation?	Subject property contains a house with attached garage, and a garden shed. Appraisal is only of land since the appraiser judged that the acquisition does not affect the subject buildings.			
	Highest and Best Use of Property Appraised:		Before	After	
		As Vacant	Residential Building Site	Residential Building Site	
		As Improved	Residential Home Site	Residential Home Site	
	Acquisition:	Zone 2 Flowage Easement on 0.08 acres or 3,509 sf of the subject property Zone 3 Flowage Easement on 0.06 acres or 2,614 sf of the subject property Total Flowage Easement = 0.14 acres or 6,123 sf			
	Impacted Improvements:	None			
	Extraordinary Assumptions or Hypothetical Conditions:	Extraordinary Assumptions – Subject property complies with zoning code - The after value considers the easement to be in place Hypothetical Conditions - None			
	Before & After Valuations of Subject Property:	Before Situation Value of Subject Property (land only)	=	\$ 73,000	
After Situation Value of Subject Property		=	\$ 71,300		
Diminution in Value to Subject Property (difference)		=	\$ 1,700		
Allocation of Damages:	Compensation Item:			Rounded to	
	Diminution in Land Value due to Flowage Easement: 6,123 sf in flowage easemt @ \$1.85/sf X 15% diminution = \$1,699	=		\$ 1,700	

Fargo-Moorhead Area Flood Diversion Project
 Review of Appraisal of OIN 8708 & 8709: Monson

PROPERTY APPRAISED	Address/Location:	Randy Monson		
	PID or Legal Description:	49-0001-04888.000 & 49-0500-05032.030		
	Size of Subject Property:	39,480 sf		
	Improvements:	House with attached garage & garden shed		
	General Description: (Shape, frontage, access, topography, easements, etc)	Shape & Terrain:	Somewhat rectangular and gentle terrain	
		Frontage:	Park Avenue	
		Access:	Park Avenue	
		Existing Use:	Single family residence	
		Encumbrances:	None known of significance	
Zoning:	Residential in City of Christine			

REVIEW APPRAISAL INFORMATION	Client of Appraisal Review:	Cass County Joint Water Resource District
	Intended User(s) of Review:	Cass County Joint Water Resource District, U.S. Army Corps of Engineers, and the FM Area Diversion Authority.
	Intended Use of Review:	To fulfill the appraisal review requirement and to assist the client in determining whether the appraisal's conclusions of value are reasonable and well supported. It is acknowledged that the reviewed appraisal report will be used by the client to acquire property as part of the Fargo-Moorhead Area Flood Diversion Project.
	Purpose of Review:	To ascertain that the subject appraisal report meets minimum USPAP requirements, i.e. that it meets Standards Rule 2 and that the appraisal clearly and accurately sets forth the appraisal problem in a manner that is not misleading. The review is to ensure that the data and adjustments are reasonable, that the appraisal is complete with no pertinent steps or information missing, that the appraisal methodology and techniques used are appropriate. The review is also to ensure that state rules are met and that the Uniform Act requirements are met. Overall the purpose of this review is to determine if the results of the work under review are credible for the intended user's intended use.
	Does Review Include Reviewer's Opinion of Value?	USPAP Standard Rule 3-2(c) allows a reviewer to develop the reviewer's own opinion of value. The purpose of this review is not to provide an opinion of value, but to determine the reasonableness of the appraiser's report & conclusion of value.
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	Extraordinary Assumptions or Hypothetical Conditions:	No additional by reviewer

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✓	Summarize the scope of work used to develop the appraisal. (2-2a(viii))
✓	Summarize the extent of any significant real property appraisal assistance. (2-2a(ix))
✓	Provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by 1) summarizing the appraisal methods and techniques employed; 2) stating the reasons for excluding the sales comparison, cost, or income approaches if any have not been developed; 3) summarizing the results of analyzing the subject sales/transfers, agreements of sale, options, and listings in accordance with Standards Rule 1-5; 4) stating the value opinion(s) and conclusion(s); and 5) summarizing the information analyzed and the reasoning that supports the analyses, opinions, and conclusions, including reconciliation of the data and approaches. (2-2a(x)).
✓	State the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal. (2-2a(xi))
✓	When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion. (2-2a(xii))
✓	Clearly and conspicuously: 1) state all extraordinary assumptions and hypothetical conditions; and 2) state that their use might have affected the assignment results. (2-2a(xiii))
✓	Include a signed certification in accordance with Standards Rule 2-3. (2-3a)

49CFR and State Appraisal Requirements	
Checklist	Requirement
✓	Statement that Appraiser gave Landowner opportunity to accompany appraiser on inspection (49CFR)
✓	If Partial Acquisition, Before and After Approach Used. The appraisal describes and values the property in the before situation, describes the acquisition and its effects on the property, and describes and values the remaining property in the after situation.
✓	The federal project rule states that the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. Use of this project rule requires a jurisdictional exception to USPAP.
✓	The appraisal includes a Just Compensation (Damages) summary and a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
✓	Highest and best use shall be determined for both before and after situations.
✓	Qualifications of the appraiser are shown in the appraisal.

VALUATION BASIS OF APPRAISAL

The problem to be solved in this appraisal is the determination of the diminution of value to the subject property caused by the stated partial acquisition. The diminution in value is measured by the difference of the value of the subject property before the acquisition and the value of the subject property after the acquisition. This after value is a hypothetical value since the after situation has not yet occurred. However the appraiser utilizes the acquisition plans and paired sales to judge the effects of the acquisition and project on the subject property. The diminution in value generally can be attributable to a) the loss of land or use of land within the acquisition area, b) the loss of buildings located within the acquisition area, c) the loss of site improvements within the acquisition area, or d) severance damage to buildings or land outside of the acquisition (remainder) caused by the acquisition or project. In the before and after valuation process, both the before and after values are as of the effective date of the appraisal.

The subject property consists of two tax parcels with building improvements within the City of Christine. The city could not be contacted for confirmation of zoning, but it is assumed to be that of residential.

The appraiser judges that the acquisition will not impact/effect the subject building improvements, and therefore the appraisal is of land only.

Before Situation Valuation:

The subject property is valued in the before situation ("as is" value) using the Sales Comparison Approach, which is the most reliable and accurate approach for valuing land (when there is adequate sales information). The Cost Approach was not used since the subject is vacant land and the Income Approach was not utilized due to inadequate income information in the area.

Sales Comparison Approach - Three vacant lot sales in were utilized in this approach. The three sales were located in Colfax, North Dakota and varied in size from 56,628 sf to 69,260 sf to 88,125 sf. These sales varied in price from \$62,500 to \$50,000 to \$64,9448. All three sales included the buyer assuming special assessments. After including special assessments, the sales price of the sales were \$1.70 per sf, \$1.28 per sf, and \$1.97 per sf, respectively. The appraiser did not make adjustments on the grid but considered the differences between the subject and sale properties in the "Sales Discussion" on page 30.

The appraiser estimated the market value of the subject property in the before situation (as-is situation) at \$1.85 per sf or a total value as follows:

$$39,480 \text{ sf @ } \$1.85 \text{ per sf} = \$73,038 \text{ rounded to } \$73,000$$

Acquisition:

The acquisition on the subject property consists of a total of 0.141 acres or 6,123± sf of Zone 2 and 3 Flowage Easement. The acquisition is allocated on the subject parcels as follows:

	OIN 8708	OIN 8709	Total
Zone 2 Flowage Easement	242 sf	3,267 sf	3,509 sf
Zone 3 Flowage Easement	0 sf	2,614 sf	2,614 sf
Total Flowage Easement	242 sf	5,881 sf	6,123 sf

After Situation Valuation –

The appraiser uses two paired sales (Sales A, B, C, & D) to estimate the effect of flowage easements on rural residential land. The first paired sales study showed a 15.74% diminution in value due to the flowage easement, and the second paired sales study showed a 14.90% diminution in value. The appraiser utilized a 15% diminution to the subject land within the flowage easement.

Thus the after situation value of the land within the flowage easement is as follows:

$$\$1.85 \text{ per sf} \times 85\% = \$1.5725 \text{ rounded to } \$1.57 \text{ per sf}$$

Therefore the value of the subject property in the after situation is as follows:

33,357 sf of unencumbered land @ \$1.85 per sf	= \$ 61,710
<u>6,123</u> sf within flowage easement @ \$1.57 per sf	= <u>\$ 9,613</u>
39,480 sf	Total = \$ 71,323 Rounded to \$71,300

Total Damages Due to Acquisition –

The total damages due to the acquisition are simply the difference between the before situation value and the after situation value, as follows:

Before Situation Value	= \$73,000
After Situation Value	= <u>\$71,300</u>
Difference	= \$ 1,700

GENERAL APPRAISAL QUESTIONS

Is the appraisal complete, appropriate, credible and reasonable? If not, why?

The appraisal is complete, appropriate, credible, reasonable, and supported.

Does the appraisal clearly state the appraisal problem? If not, why?

The appraisal clearly states the appraisal problem of a partial acquisition of a flowage easement.

Is the data utilized in the appraisal adequate & relevant? Are the adjustments to the data proper? If not, why?

The sales data utilized in the appraisal are adequate and relevant, and the adjustments appear reasonable/proper.

Are the appraisal methods and techniques used appropriate? If not, why?

Yes, the appraisal methods and techniques used in the appraisal are appropriate for this partial acquisition. The subject property is valued by the Sales Comparison Approach, which is generally the most reliable and accurate approach for valuing land. The Cost Approach was not used since the appraisal values land only. The Income Approach was not used due to lack of relevant income information in the market.

Are the analyses, opinions, and conclusions in the report appropriate, credible & reasonable? If not, why?

Yes, the analyses, opinions, and conclusions in the report are appropriate, credible and reasonable.

Reviewer's Conclusions:

The value conclusion of the appraisal report is appropriate and reasonable given the data and analyses presented. The **\$1,700** estimate of damages for the acquisition as stated in the appraisal report is adequately supported and is the Recommended Compensation for this acquisition.

The appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), North Dakota Century Code, and CFR 49 guidelines.

Date: October 17, 2024



Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser Minnesota License No. 4001052
Certified General Real Property Appraiser North Dakota Permit No. CG-224120

REVIEWER'S CERTIFICATION

(from 2024 USPAP Standards Rule 4-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have performed no 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.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the North Dakota Century Code.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- I have not field inspected the comparable sales but have viewed them on MLS and/or County GIS websites. The reviewer assumes that the sales utilized are actually as described by the appraiser in the appraisal.
- I **have not viewed** the subject property under review but have viewed it on the County GIS.
- The appraisal report reviewed contains data that was obtained by the appraiser from Counties and other sources. I assume that this information is accurate but have not verified this information.



Reviewed By:

Douglas K. Johnson, SR/WA
DKJ Appraisal LLC
Certified General Real Property Appraiser
Minnesota License # 4001052
North Dakota Permit No. CG-224120

(signature)

Review Date:

October 17, 2024

REVIEW APPRAISER'S QUALIFICATIONS

NAME: Douglas K. Johnson, SRWA

BUSINESS ADDRESS: DKJ Appraisal LLC
1313 Driving Park Road
Stillwater, MN 55082
651-442-1571

PROFESSIONAL EXPERIENCE: SR/WA Designation, Expert Witness, Past IRWA Chapter 20 Board Member, Past IRWA Ch. 20 President, Past IRWA Instructor

APPRAISER LICENSE: Certified General Real Property Appraiser
Minnesota No. 4001052 and North Dakota No. CG-224120

APPRAISAL EXPERIENCE:

- 1) DKJ Appraisal LLC - Owner
Stillwater, MN 55082
March 2013 to Present: Partial acquisition appraisals & reviews.
- 2) Evergreen Land Services
Vice President and Appraisal Manager
Eagan, MN
2002 to 2013: Principle duty was the appraisal of partial acquisitions.
- 3) Property Manager & Acquisition Specialist
Washington County Public Works Department
Stillwater, MN
1987 to 2002: Principle duties included managing acquisition program for highways and parks; appraisals, negotiations.
- 4) Appraiser, Bureau of Reclamation
U.S. Department of Interior
Bismarck, North Dakota
1985 to 1987: Principle duty was the appraisal of properties for partial acquisitions for federal water projects in ND, MT, WY
- 5) Appraiser, Bureau of Land Management
U.S. Department of Interior
Billings, Montana
1979 to 1985: Principle duty was the appraisals for land exchanges, acquisitions, sales, and easements in MT and SD.

EDUCATION: Bachelor of Science Degree – Forest Science (1978)
College of Forestry, University of Minnesota
St. Paul, Minnesota

APPRAISAL EDUCATION: (partial list)

Institute of Real Estate Appraisers
Appraisal Principles
Capitalization Theory/Techniques –1
Capitalization Theory/Techniques –2
Capitalization Theory/Techniques –3

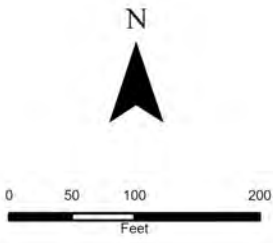
International Right of Way Association
Appraisal of Partial Acquisitions
Intro to Income Approach to Valuation
Easement Valuation (**past instructor**)
Principles of Appraisal (**past instructor**)

American Society Farm Managers & Rural Appraisers
Transitional Use/Scenic Easements
Advanced Rural Appraisal

Society of Real Estate Appraisers
Residential Property Valuation



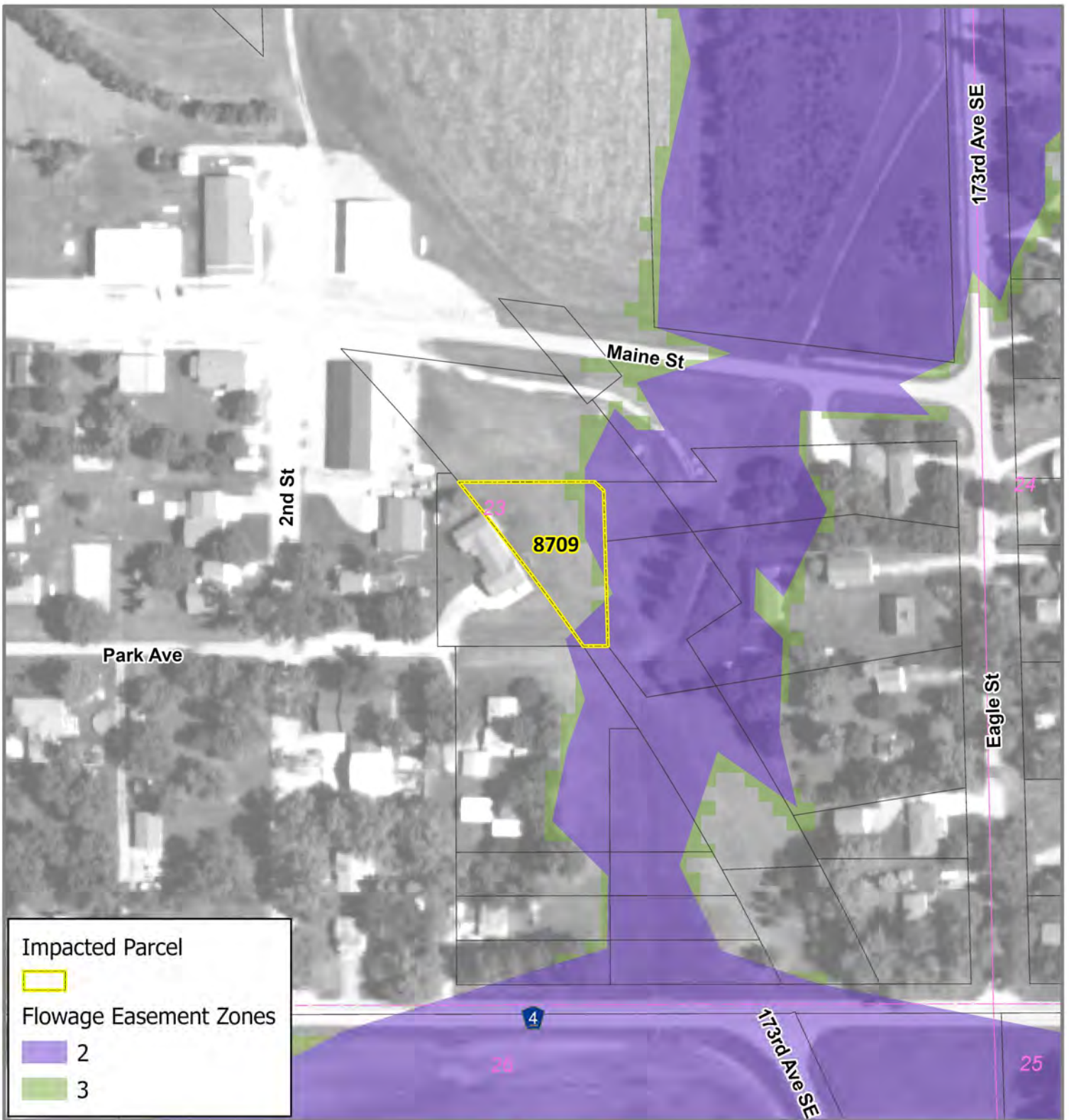
Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey. Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Christine Levee



OIN: 8708
RANDY HOWARD MONSON
 Parcel ID: 49-0001-04888.000
 Richland County, ND

FM AREA DIVERSION
 Map Date: 2/1/2024





Impacted Parcel

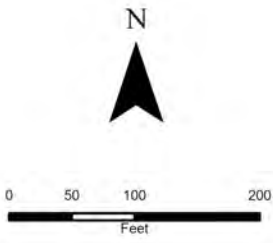
Impacted Parcel

Flowage Easement Zones

2

3

Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.
 Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: CLidenberg | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | Christine Levee



OIN: 8709
RANDY HOWARD MONSON
Parcel ID: 49-0500-05032.030
Richland County, ND

FM AREA DIVERSION
 Map Date: 2/1/2024



Cass County Joint Water Resource District



DATE: 10/24/2024

Agenda Item number: d.1

Subject: OIN 1195X and 1196X Field Access

Recommendation/Actions Needed:

Recommend the approval of the OIN 1195X/1196X Field Access Agreement

Background/Key Points:

A bid for a field access for OIN 1195X & 1196X came in at (\$6,200). AE2S has used Glacier for other projects not related to the FMAD and we have found them to provide good workmanship on a timely basis at a fair price

OT has provided OIN 1195X Thorson Field Access Construction Agreement

Agreement will require that the Field Access is to be completed by 12/31/2024 or sooner.

Attachments:

- Field Access Agreement
- Bid Document
- Escrow Document

FARMING ACCESS AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2024, by Mark Thorson, whose post office address is P.O. Box 458, Fergus Falls, North Dakota 56537-0458 (“Grantee”); and the Cass County Joint Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078 (the “District”).

RECITALS

A. Grantee owns OINs 1195X and 1196X in Cass County, North Dakota identified on the map attached hereto as **Exhibit A** (the “Map”) as OINs 1195X and 1196X and are referred to herein as the “Grantee Property.”

B. The District owns adjacent real property in Cass County, North Dakota identified on the Map as OIN 1195N and is referred to herein as the “District Property,” located to the east of, and adjoining with, the Grantee Property.

C. As a result of the adjoining property acquired by the District, there were impacts to the access approach Grantee previously utilized, therefore Grantee requires additional access to the tillable acres located on the portion of the Grantee Property identified as OIN 1195X from the road commonly known as 168th Avenue SE.

D. Grantee desires a new field access approach and culvert to be constructed and installed on Grantee’s property (collectively the “Approach Project”).

E. The District agrees to compensate Grantee for the Approach Project, subject to the terms and conditions contained in this Agreement.

In consideration of \$1.00, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **Access Approach Location.** Grantee agrees to cause the construction and installation of an approach and culvert off the road commonly known as 168th Avenue SE, upon the portion of the Grantee Property identified as OIN 1195X and located outside of the District Property, as specified on the Map (the “Approach Project”). Grantee will not construct or install any structures or improvements upon, under, over, through, or across any portion of the District Property; and will not otherwise alter any portion of the District Property. Grantee will not store or park any fixtures, equipment, vehicles, trees, or other personal property on any portion of the District Property. Grantee’s approach construction and installation rights under this Agreement are subject to the following terms:

- a. Grantee will not park or store any equipment or supplies on the District Property.
- b. Grantee may not remove or disturb any survey or utility monuments, pins, flags, or other markers from the District Property.
- c. Grantee will not use any portion of the District Property.
- d. Grantee shall be solely responsible for all construction of the approach and culvert, ensuring proper sizing of the culvert, and for compliance with all applicable rules and regulations of Warren Township, Cass County, North Dakota, the City of Horace, North Dakota or any other political subdivision having jurisdiction.

2. **Compensation.** Within 30 days of verification of Grantee’s satisfactory completion of the Approach Project as certified by the District’s agent, in such agent’s sole discretion, the District agrees to reimburse Grantee for Grantee’s actual verified cost of the Approach Project, based on true and accurate copies of all receipts and invoices for the Approach Project in an amount not to exceed \$6,200.00. Grantee agrees to complete the Approach Project and submit all such receipts and invoices no later than December 31, 2024.

3. **Escrow Agreement.** The parties agree to enter into an escrow agreement in substantially the same form as the Escrow Agreement attached hereto as **Exhibit B** wherein the Title Company of Fargo, North Dakota agrees to act as escrow agent and the District agrees to deposit the sum of \$6,200.00. Such funds shall remain in escrow until satisfactory completion of the Approach Project as certified by the District’s agent, in such agent’s sole discretion and disbursed to Grantee’s contractor, Glacier Enterprises, LLC, in the amount of the verified costs discussed in Section 2 above, and any remaining balance returned to the District.

4. **Assumption of Risk.** Grantee explicitly accepts any and all risk regarding Grantee’s uses under this Agreement and the Approach Project, whether by Grantee or any of its officers, agents, representatives, employees, or subcontractors. Grantee will be solely liable and responsible for any damages or injuries caused to or by any of Grantee’s officers, agents, representatives, employees, contractors, or subcontractors resulting from, or in any way arising out any of Grantee’s rights under this Agreement.

5. **Indemnification.** Grantee will release, defend, indemnify, protect, and hold harmless the District and its officers, agents, representatives, employees, consultants, and contractors from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or relating to this Agreement, the Approach Project; or any act, error, or omission of Grantee, or its' officers, agents, representatives, employees, consultants, contractors, subcontractors, or invitees, including any failure to perform under this Agreement. Grantee's installation and construction of the approach is at Grantee's own risk, including the risk of injury to any person or property.

6. **Project Priority and Use.** The parties agree the District's use of the District Property, may require and include temporary disruptions or interference with Grantee's construction of the approach. The District has not made any warranties, express or implied, that the Grantee Property is now, or will be in the future, suitable for Grantee's purpose of installing the approach.

7. **Remedies.** Grantee is solely responsible for any damages to the Grantee's Property, except for reimbursement of verified actual costs of installation and construction of the approach discussed above. If Grantee constructs any improvements or fixtures on the District Property in violation of the terms of this Agreement, the District may remove, and such fixtures and improvements and Grantee will reimburse the District for actual costs incurred in removing such improvements and fixtures. The District's remedies provided in this Agreement are cumulative and not exclusive and are in addition to any and all other remedies available to the District under North Dakota law. Grantee will reimburse the District for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Agreement, or incurred in litigating the terms or validity of this Agreement.

8. **Compliance with Laws.** Grantee, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers.

9. **Forbearance.** The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, 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.

10. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. Any litigation arising out of this Agreement will be venued in Cass County Court in North Dakota, and the parties waive any objection to venue or personal jurisdiction.

11. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

12. **Assignment.** Grantee shall not transfer or assign this Agreement, nor any rights or obligations under this Agreement, without the express written consent of the District.

13. **Entire Agreement.** This Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes all other previous oral or written agreements between the parties.

14. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties.

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 Agreement, and agree they have not been influenced by any representation or statements made by any other parties.

16. **Headings.** Headings in the Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on following pages.)

*Cass County Joint Water Resource District
Channel Phase I
Farming Access Agreement
OIN 1195X – Parcel No. 67-0000-12714-030*

IN WITNESS WHEREOF, Grantee executed this Agreement on the date written above.

GRANTEE



Mark Thorson

*Cass County Joint Water Resource District
Channel Phase I
Farming Access Agreement
OIN 1195X – Parcel No. 67-0000-12714-030*

Page 6

IN WITNESS WHEREOF, the District executed this Agreement on the date written above.

CASS COUNTY JOINT
WATER RESOURCE DISTRICT

By: _____
Ken Lougheed, Chair

ATTEST:

Melissa Hinkemeyer, Secretary

Exhibit A
MAP OF DISTRICT PROPERTY AND GRANTEE PROPERTY

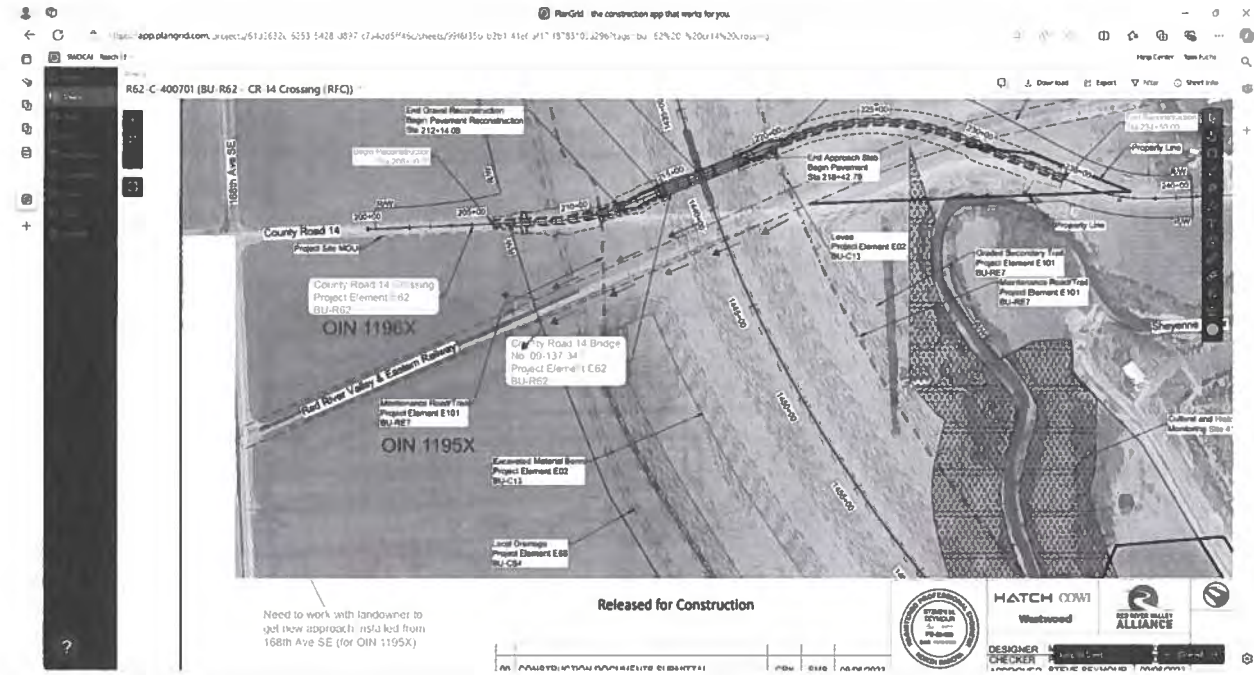


Exhibit B
ESCROW AGREEMENT

ESCROW AGREEMENT

Mark Thorson, hereinafter referred to as "Thorson", has entered into a Farming Access agreement with the Cass County Joint Water Resource District, hereafter referred to as "CCJWRD", relating to real property located in Cass County, North Dakota, commonly referred to as OIN 1195X and 1196X.

The Title Company, hereafter referred to as "Escrow", is acting as escrow agent for the aforementioned parties. Thorson, CCJWRD and Escrow all hereby agree as follows:

Upon execution of this Agreement CCJWRD will deposit the sum of \$6,200.00, all of which will be held in a non interest-bearing account. Said funds shall remain in escrow until satisfactory completion of the Driveway/Approach Project as certified by CCJWRD's agent, in such agent's sole discretion and disbursed to Thorson's contractor, Glacier Enterprises, LLC, in the amount of the verified costs discussed in Section 2 of that certain Farming Access Agreement by and between Thorson and CCJWRD dated _____, 2024, and any remaining balance returned to CCJWRD


- 1. If all conditions, as set forth in Section 2 above, for the disbursement of the funds have not been met on, or before December 31, 2024, then Escrow may:

Extend this Agreement in writing OR

Institute interpleader proceedings and deposit the funds into a court. In either event, Escrow shall thereafter have no further obligation with respect to the funds.

- 2. In the event of any controversy arising between Thorson and CCJWRD, or with any other person with respect to the funds, Escrow shall not be required to determine the controversy, or to take any action in the premises, but may await the settlement of any such controversy by final appropriate legal proceedings or agreement among the disputant, or may, in its discretion, institute such appropriate interpleader, or other proceedings in connection therewith as it may deem proper. Should Escrow incur any legal fees or other expenses in connection with any controversy between Thorson and CCJWRD, or any other person, regarding the funds, or in connection with its obligations under this agreement, or become involved in litigation in connection with any controversy between Thorson and CCJWRD, or any other person, including any interpleader proceeding brought by Escrow, each of Thorson and CCJWRD jointly and severally agrees to reimburse Escrow on demand for all costs, expenses and attorney's fees Escrow incurs or is compelled to pay in connection with such obligations, controversy or litigation, and Escrow is specifically authorized to deduct and pay from the funds on deposit such fees or other expenses.

Dated this _____ day of _____, 2024.



Mark Thorson

The Title Company

By
Its:

(Additional signature page follows).

CASS COUNTY JOINT
WATER RESOURCE DISTRICT

By: _____
Ken Lougheed, Chair

ATTEST:

Melissa Hinkemeyer, Secretary



Bid for 60' culvert on Mark Thorson property

September 29, 2024

AE2S

Attn: Dean Vetter

4170 28th Ave S

Fargo, ND 58104

Total bid: \$6,200.00

Bid includes:

- 60' of 24" culvert
- Clay hauled in
- Class 5 on top of approach
- Glacier Enterprises will acquire and comply with all local state and federal permitting for the construction of the culvert field approach

Questions call Jeff at 701.261.4769

Andrea Fuchs, Owner

Bids are only good for 15 days.

Items that are not specifically noted in this agreement have not been quoted. Any items not quoted that are added to the project are considered additions and will be billed as extras to the project.

ESCROW AGREEMENT

Mark Thorson, hereinafter referred to as "Thorson", has entered into a Farming Access agreement with the Cass County Joint Water Resource District, hereafter referred to as "CCJWRD", relating to real property located in Cass County, North Dakota, commonly referred to as OIN 1195X and 1196X.

The Title Company, hereafter referred to as "Escrow", is acting as escrow agent for the aforementioned parties. Thorson, CCJWRD and Escrow all hereby agree as follows:

Upon execution of this Agreement CCJWRD will deposit the sum of \$6,200.00, all of which will be held in a non interest-bearing account. Said funds shall remain in escrow until satisfactory completion of the Driveway/Approach Project as certified by CCJWRD's agent, in such agent's sole discretion and disbursed to Thorson's contractor, Glacier Enterprises, LLC, in the amount of the verified costs discussed in Section 2 of that certain Farming Access Agreement by and between Thorson and CCJWRD dated _____, 2024 , and any remaining balance returned to CCJWRD

- 1. If all conditions, as set forth in Section 2 above, for the disbursement of the funds have not been met on, or before December 31, 2024, then Escrow may:

Extend this Agreement in writing OR

Institute interpleader proceedings and deposit the funds into a court. In either event, Escrow shall thereafter have no further obligation with respect to the funds.

- 2. In the event of any controversy arising between Thorson and CCJWRD, or with any other person with respect to the funds, Escrow shall not be required to determine the controversy, or to take any action in the premises, but may await the settlement of any such controversy by final appropriate legal proceedings or agreement among the disputant, or may, in its discretion, institute such appropriate interpleader, or other proceedings in connection therewith as it may deem proper. Should Escrow incur any legal fees or other expenses in connection with any controversy between Thorson and CCJWRD, or any other person, regarding the funds, or in connection with its obligations under this agreement, or become involved in litigation in connection with any controversy between Thorson and CCJWRD, or any other person, including any interpleader proceeding brought by Escrow, each of Thorson and CCJWRD jointly and severally agrees to reimburse Escrow on demand for all costs, expenses and attorney's fees Escrow incurs or is compelled to pay in connection with such obligations, controversy or litigation, and Escrow is specifically authorized to deduct and pay from the funds on deposit such fees or other expenses.

Dated this _____ day of _____, 2024.

Mark Thorson

The Title Company

By
Its:

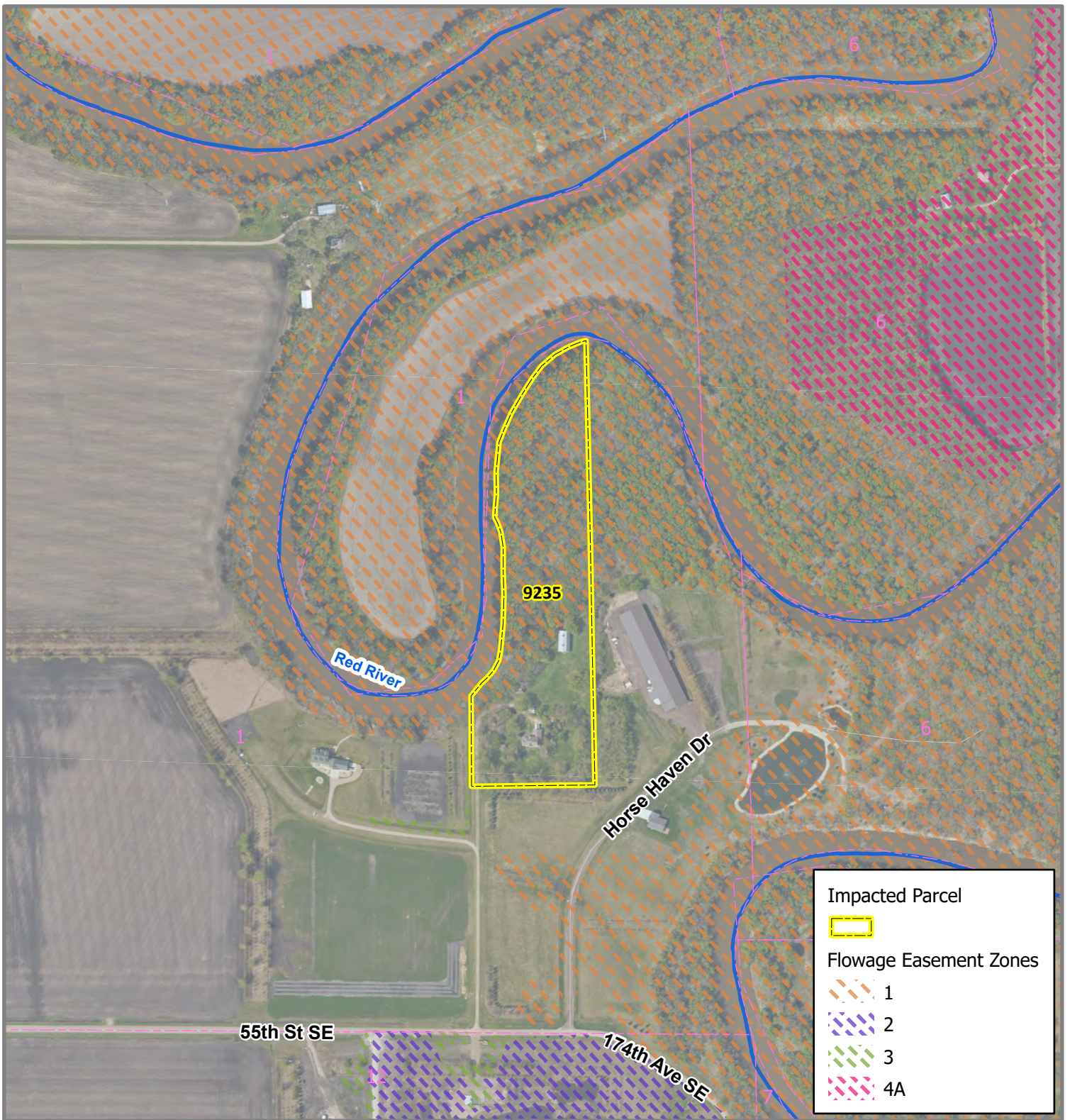
(Additional signature page follows).

CASS COUNTY JOINT
WATER RESOURCE DISTRICT

By: _____
Ken Lougheed, Chair

ATTEST:

Melissa Hinkemeyer, Secretary



Impacted Parcel

Impacted Parcel

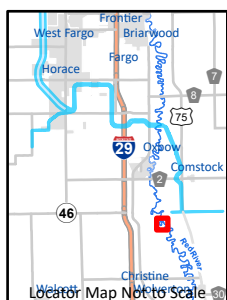
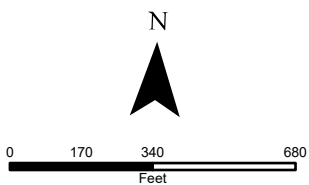
Flowage Easement Zones

- 1
- 2
- 3
- 4A

Any reliance upon this map is at user's own risk. AE25 does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use.

All parcel acreages and legal descriptions shown hereon are based on County GIS data. Final acreages and legal descriptions to be determined by boundary survey.

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: cwickenheiser | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps - General Inquiry\ArcPro General Individual Layout.aprx | IndividualLayout



OIN: 9235
KENNETH J & KAREN SPETEN
Parcel ID: 01-0000-00077.100
Richland County, ND



FM AREA DIVERSION
 Map Date: 10/16/2024

Cass County Joint Water Resource District



Date: 10/24/2024

Agenda Item number: f.1

Subject: OIN 9993 BJM Land Inc. Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 9993 in the amount of \$30,313.05

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 9993	BJM Land Inc.	UMA	Relocation Reimbursement	\$30,313.05
*Invoice Receipts will be available upon request				Total Claim	\$30,313.05

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



October 11, 2024

SRF No. 13783.0290

CASS COUNTY JOINT WATER RESOURCE DISTRICT
Attn: Ken Lougheed, Chairman
1201 Main Avenue West
West Fargo, North Dakota 58078-1301

SUBJECT: NON-RESIDENTIAL ACTUAL MOVE COST CLAIM
BJM LAND, INC.
4907 COUNTY ROAD 81 SOUTH, PLEASANT TOWNSHIP, ND
OIN No.: 9993

Dear Mr. Lougheed:

Enclosed, please find an executed copy of the actual move cost claim for the above-referenced business. We have met with the business owner and representatives, have reviewed the documentation submitted, and have made our recommendations for payment in accordance with applicable relocation regulations.

SRF recommends payment as follows:

ACH Payment to BJM Land, Inc. \$30,313.05

If you should have any questions, please do not hesitate to call.

Sincerely,

SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read "Ken Helvey", is written over a light blue rectangular background.

Ken Helvey
Senior Project Director

www.srfconsulting.com
Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity/Affirmative Action Employer

EXHIBITS

1. SUMMARY
2. RELOCATION CLAIM FORM- ACTUAL MOVING COSTS AND RELATED EXPENSES FOR BUSINESSES
3. NARRATIVE ON ACTUAL MOVING COSTS, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
4. CERTIFICATION OF CLAIM

SUMMARY OF RELOCATION CLAIM

Displaced Business Name: BJM Land, Inc.
Business Representatives: Robert Mitchell
Project Site Address: 4907 County Road 81 South, Pleasant Township, ND

Type of Payment Claimed Herein: Actual Move Expense

Summary of Costs for Payment:

Actual Move Costs:	\$ 52,983.05
Reestablishment Costs:	\$ 50,000.00
Total:	\$102,983.05
Amount Previously Paid:	\$ 72,670.00
Total Due at this time:	<u>\$ 30,313.05</u>

SRF recommends payment as follows:

ACH Payment to BJM Land, Inc.	\$ 30,313.05
--------------------------------------	---------------------

COMMERCIAL MOVING COSTS CLAIM
****IMPORTANT: PROMPTLY SUBMIT AFTER MOVE****


Advance Claim Partial Claim Final Claim

FOR OFFICIAL USE ONLY

Name (Payee) BJM Land Inc.
 OIN 9993
 County Cass
 Prop. Owner BJM Land Inc.-Robert Mitchell
 Prop. Address 4907 County Road 81 South
 City/State/Zip Pleasant Township, ND 58047

FOR OFFICIAL USE ONLY

Amount Recommended \$52,983.05
 Amount Previously Paid \$22,670.00
 Amount Due \$30,313.05



Approved by _____
 Relocation Manager

Date Application Approved
10/11/2024

Make Payment to:
 ACH payment to BJM Land Inc

FOR OFFICIAL USE ONLY

Business.....
 Farm.....
 Non-Profit.....
 Sign Removal.....
 Other.....

FOR OFFICIAL USE ONLY

VENDOR NUMBER

LOCATION TO WHICH PERSONAL PROPERTY WAS MOVED


Address 1304 210th Avenue
 City/State/Zip: Halstad, MN 56548

AMOUNT OF PAYMENT	
Moving Expense	<u>\$52,983.05</u>
Searching Expense for Replacement Site (Max. \$2,500)	<u>\$ 0.00</u>
TOTAL PAYMENT	<u>\$52,983.05</u>

Residency Certification: I attest, under penalty of perjury, that myself and/or members of this partnership, association or corporation are lawfully citizens of the United States or aliens lawfully admitted for residency and authorized to conduct business in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any mover's receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other moving claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO: CCJWRD

Date 10/11/24
 Name (print) BJM Land Inc. Robert Mitchell
 Signature 
 Telephone 701-261-4125

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FOR COMMERCIAL MOVING EXPENSES

Relocation policies allow moving expenses to a displaced business, farm or non-profit organization based on actual costs incurred in moving personal property for a distance not to exceed 50 miles. However, this policy does not allow for inconveniences which have occurred or for business time lost. Reimbursement will be made upon compliance with the following instructions:

1. When a commercial mover is employed, the moving costs are to be paid and a detailed receipted statement obtained.
2. In the event you wish your regular employees to make the move, it is required that you maintain a complete record of date, time worked, and amounts paid to all employees physically participating in the move. Charges for use of equipment owned by the business may be allowed but shall be comparable to those rates charged by local rental agencies.
3. You may elect to accept the lower of two (2) estimates for moving of all personal property as obtained by the relocation advisor. With this method no documentation is necessary. Please contact your advisor for help and assistance in processing this method of payment.
4. Complete the "Claim Form" in ink, making sure that an authorized signature and mailing address are included. Attach to original copy of claim form all information pertaining to the move and mail to the address shown in the lower left corner.

Estimates of moving costs will be obtained by the agency prior to the move. Overtime charges by moving companies will not be considered except in emergency situations as determined by the agency.

Payment may be allowed to the owner of a displaced business or farm operator for the actual reasonable expense in searching for a replacement site, not to exceed \$2,500.00. Such expense may include transportation expense, actual time, and certain miscellaneous expenses actually spent in searching. A certified statement of the date, time spent searching and hourly wage rate(s) must accompany the claim. All expenses claimed except value of time spent to search must be supported by receipted bills.

I certify that the displacee gave advance notice of the start of the move. The displacee provided a reasonable inventory of all items actually moved, and considered in this claim. I further certify that I monitored the move to ensure all items of personal property were moved.*

Person submitting claim _____

Date _____

Relocation Counselor  _____

Date 10/11/24 _____

***All items consider hazardous and/or environmentally sensitive materials such as batteries, tires, paints, solvents, insecticides, fertilizers, fluorescent lights etc., have been moved.**

ACTUAL MOVING AND RELATED EXPENSES BUSINESSES, FARM OPERATIONS, OR NON PROFIT ORGANIZATIONS

Applicable relocation regulations require Displacing Agencies to pay eligible moving and related expenses incurred by the businesses, farm operations, or non-profit organizations, which are displaced by public projects. Eligible moving and related expenses include those incurred to disconnect and reconnect, to disassemble and reassemble, to pack and unpack, and transportation required to move the displaced claimant's personal/business movable property from the project site to the chosen replacement site, within a fifty-mile radius of the project site. Also eligible for repayment are the costs incurred to insure the move and, at the discretion of the Displacing Agency, the costs to store at a location not owned by the displaced business any personal/business movable property which cannot be immediately reestablished at the replacement site. The relocation rules state that these moving-related expenses, in order to be considered eligible for payment, must be reasonable and necessary. Further, it is up to the Displacing Agency to determine whether these two qualifications have been met.

A displaced business, farm operation, or non profit organization may choose from one of two "documentation" options for payment of actual moving costs. The first option requires that the business keep track of its actual costs and submit documentation to support the amount of the payment requested. The second option is a "non-documented" direct payment to the business, which amount is based on the lower of two move cost estimates provided by commercial moving companies. Further explanation of these two moving benefit options follows:

1. The displaced business may choose to hire a professional moving company to perform all or part of the move, or do all or part of the move themselves under this Actual Move Expense option. Documentation includes actual invoices for services provided by movers or third party contractors such as electricians for reconnection requirements, or for a self-move, a displacee must keep records of employees' time and costs involved with the move via time cards, pre-approved pay rates, materials invoices/receipts, and so on. The business can then be reimbursed directly for the reasonable and necessary documented costs actually incurred.
2. Compensation for a non-documented move under the actual moving payment provisions is determined by securing two independent and competitive bids or estimates from professional moving companies. The estimate should represent the maximum amount the moving company would charge to provide the pack/move/ unpack and related services including insuring the move. The lower cost estimate sets the moving payment, which is made directly to the business, with no documentation of actual costs, incurred being required. The relocation rules permit payment for a "low-cost" self-move (considered as \$2,500.00 or less), to be based on one move cost estimate provided by a professional moving company or qualified staff person.

Sometimes the services of special technicians are also needed to determine the eligible moving, reinstallation, and/or reconnection costs. An example of such costs would be those necessary disconnection/reconnection or installation services required of plumbers and electricians. These "specialty" services are typically related to particular specialized items of movable personal property or equipment used by the relocating business. The reconnection eligible for compensation under the relocation benefits includes all work necessary to connect the relocated piece of equipment from the power source within the replacement building to the particular spot on which the machinery or equipment is placed in the replacement location.

Some items of personal property are so specialized that their entire transfer must be handled by the original supplier of the property or a mover specializing in such transfers. Examples of this type of property include telephone systems, alarm systems, and many types of computer systems. Some technical services required in a relocation can be non-competitive, that is, there is only one entity, which can provide the service, and its charges must simply be paid. While there is certainly abundant competition for telephone, alarm, and computer systems, once a business has chosen the type of system it wishes to use, it generally must be installed by the provider of the system. If a displacee chooses to upgrade a system at the time of its relocation, the reconnection costs must then be prorated so the cost being repaid is reflective of the amount, which would have been incurred, had the upgrade not been made.

To summarize, then, an eligible displaced business may choose to submit documentation and receive reimbursement of its actual eligible reasonable and necessary moving and reconnection costs. Or, a business can be paid to self-move its general personal property without documenting any of the costs it actually incurred to conduct the transfer, based on the lower of two reasonable move cost estimates. The eligible connection benefits are those costs to disconnect and reinstall/reconnect the personal property and movable equipment at the replacement site, as necessary.

The next pages to this claim provide specific detail for the claimant business's move, the payment being recommended to the claimant business for its eligible actual moving expense entitlement, and required documentation of costs.

ACTUAL MOVING AND RELATED EXPENSES

Displaced Business Name: BJM Land Inc.-Robert Mitchell

Project Site Address: 4907 County Road 81 South, Pleasant Township, ND

1. Septic Tank	\$22,670.00
2. Well	\$30,313.05

Total:	\$52,983.05
Amount Previously Paid:	\$22,670.00
Amount Due:	\$30,313.05

Remarks:

1. BJM Land Inc.- The Settlement Agreement between the Authority and the Upstream Coalition requires utilities to be provided to displaced businesses. Robert Mitchell needed to have a septic system installed at the replacement property as one did not exist. The cost of the septic system is \$22,670.00. The work was completed by A-1 Septic Services and Excavating LLC. **This was paid in a previous claim.**
2. BJM Land Inc.- The Settlement Agreement between the Authority and the Upstream Coalition requires utilities to be provided to displaced businesses. Robert Mitchell needed to have a well installed at the replacement property as one did not exist. The cost of the well is \$30,313.05. This work was completed by Clint's Well Service. See enclosed invoice.

SRF Consulting recommends payment of the recommended amount above as this is an eligible expense under the Uniform Relocation Act.

Documentation Attached:

1. Clint's Well Service Invoice/Receipt

Cass County Joint Water Resource District



Date: 10/24/2024

Agenda Item number: f.2

Subject: OIN 1893 JDC Tree Farm Inc. Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 1893 in the amount of \$22,125.00

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 1893	JDC Tree Farm Inc.	UMA	Relocation Reimbursement	\$22,125.00
*Invoice Receipts will be available upon request				Total Claim	\$22,125.00

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



October 15, 2024

SRF No. 13783.0290

CASS COUNTY JOINT WATER RESOURCE DISTRICT
Attn: Ken Lougheed, Chairman
1201 Main Avenue West
West Fargo, North Dakota 58078-1301

SUBJECT: NON-RESIDENTIAL ACTUAL MOVE COSTS CLAIM
JDC TREE FARM INC., D/B/A PAUL BUNYAN & JDC BABES ADDITION
17523 PAUL BUNYAN DRIVE, PLEASANT TOWNSHIP, ND
OIN No.: 1893, 9462, 9420, 9422, 9670, 9671, 9417, 9419

Dear Mr. Lougheed:

Enclosed, please find an executed copy of actual move costs claim for the above-referenced business. We have met with the business owner and representatives, have reviewed the documentation submitted, and have made our recommendations for payment in accordance with applicable relocation regulations.

SRF recommends payment as follows:

ACH Payment to JDC Tree Farm Inc.	\$22,125.00
--	--------------------

If you should have any questions, please do not hesitate to call.

Sincerely,

SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read "Ken Helvey", is written over a light blue rectangular background.

Ken Helvey
Senior Project Director

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010

Equal Employment Opportunity/Affirmative Action Employer

EXHIBITS

1. SUMMARY
2. RELOCATION CLAIM FORM- ACTUAL MOVING COSTS AND RELATED EXPENSES FOR BUSINESSES
3. NARRATIVE ON ACTUAL MOVING COSTS, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
4. RECEIPT FOR RELOCATION INFORMATION BOOKLET
5. RELEASE OF PROPERTY
6. CERTIFICATION OF CLAIM

SUMMARY OF RELOCATION CLAIM

Displaced Business Name: JDC Tree Farm Inc., d/b/a Paul Bunyan & JDC Babes Addition
Business Representatives: James Carlson
Project Site Address: 17523 Paul Bunyan Drive, Pleasant Township, ND

Type of Payment Claimed Herein: Actual Move Expenses

Summary of Costs for Payment:

Actual Move Costs:	\$22,125.00
Reestablishment Costs:	\$50,000.00
Total:	\$72,125.00
Amount Previously Paid:	\$50,000.00
Total Due at this time:	<u>\$22,125.00</u>

SRF recommends payment as follows:

ACH Payment to JDC Tree Farm Inc.	\$22,125.00
--	--------------------

COMMERCIAL MOVING COSTS CLAIM
****IMPORTANT: PROMPTLY SUBMIT AFTER MOVE****


Advance Claim Partial Claim Final Claim

FOR OFFICIAL USE ONLY

Name (Payee) JDC Tree Farm Inc., d/b/a Paul Bunyan & JDC Babes Addition
 OIN 1893
 County Cass
 Prop. Owner JDC Tree Farm Inc., d/b/a Paul Bunyan & JDC Babes Addition-James Carlson
 Prop. Address 17523 Paul Bunyan Drive
 City/State/Zip Pleasant Township, ND 58047

FOR OFFICIAL USE ONLY

Amount Recommended \$22,125.00
 Amount Due \$22,125.00



Approved by _____
 Relocation Manager

Date Application Approved
10/15/2024

Make Payment to:
 ACH payment to JDC Tree Farm Inc.

FOR OFFICIAL USE ONLY

Business
 Farm
 Non-Profit
 Sign Removal
 Other

FOR OFFICIAL USE ONLY

VENDOR NUMBER _____

LOCATION TO WHICH PERSONAL PROPERTY WAS MOVED

Address 1904 88th Avenue South
 City/State/Zip: Fargo, ND 58104

AMOUNT OF PAYMENT	
Moving Expense	<u>\$22,125.00</u>
Searching Expense for Replacement Site (Max. \$2,500)	<u>\$ 0.00</u>
TOTAL PAYMENT	<u>\$22,125.00</u>

Residency Certification: I attest, under penalty of perjury, that myself and/or members of this partnership, association or corporation are lawfully citizens of the United States or aliens lawfully admitted for residency and authorized to conduct business in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any mover's receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other moving claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO: CCJWRD

Date _____
 Name (print) JDC Tree Farm Inc.- James Carlson
 Signature _____
 Telephone _____

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FOR COMMERCIAL MOVING EXPENSES

Relocation policies allow moving expenses to a displaced business, farm or non-profit organization based on actual costs incurred in moving personal property for a distance not to exceed 50 miles. However, this policy does not allow for inconveniences which have occurred or for business time lost. Reimbursement will be made upon compliance with the following instructions:

1. When a commercial mover is employed, the moving costs are to be paid and a detailed receipted statement obtained.
2. In the event you wish your regular employees to make the move, it is required that you maintain a complete record of date, time worked, and amounts paid to all employees physically participating in the move. Charges for use of equipment owned by the business may be allowed but shall be comparable to those rates charged by local rental agencies.
3. You may elect to accept the lower of two (2) estimates for moving of all personal property as obtained by the relocation advisor. With this method no documentation is necessary. Please contact your advisor for help and assistance in processing this method of payment.
4. Complete the "Claim Form" in ink, making sure that an authorized signature and mailing address are included. Attach to original copy of claim form all information pertaining to the move and mail to the address shown in the lower left corner.


Estimates of moving costs will be obtained by the agency prior to the move. Overtime charges by moving companies will not be considered except in emergency situations as determined by the agency.

Payment may be allowed to the owner of a displaced business or farm operator for the actual reasonable expense in searching for a replacement site, not to exceed \$2,500.00. Such expense may include transportation expense, actual time, and certain miscellaneous expenses actually spent in searching. A certified statement of the date, time spent searching and hourly wage rate(s) must accompany the claim. All expenses claimed except value of time spent to search must be supported by receipted bills.

I certify that the displacee gave advance notice of the start of the move. The displacee provided a reasonable inventory of all items actually moved, and considered in this claim. I further certify that I monitored the move to ensure all items of personal property were moved.*

Person submitting claim JDC Tree Farm Inc.- James Carlson

Date 10/15/24

Relocation Counselor  _____

Date 10/15/24

***All items consider hazardous and/or environmentally sensitive materials such as batteries, tires, paints, solvents, insecticides, fertilizers, fluorescent lights etc., have been moved.**

ACTUAL MOVING AND RELATED EXPENSES BUSINESSES, FARM OPERATIONS, OR NON PROFIT ORGANIZATIONS

Applicable relocation regulations require Displacing Agencies to pay eligible moving and related expenses incurred by the businesses, farm operations, or non-profit organizations, which are displaced by public projects. Eligible moving and related expenses include those incurred to disconnect and reconnect, to disassemble and reassemble, to pack and unpack, and transportation required to move the displaced claimant's personal/business movable property from the project site to the chosen replacement site, within a fifty-mile radius of the project site. Also eligible for repayment are the costs incurred to insure the move and, at the discretion of the Displacing Agency, the costs to store at a location not owned by the displaced business any personal/business movable property which cannot be immediately reestablished at the replacement site. The relocation rules state that these moving-related expenses, in order to be considered eligible for payment, must be reasonable and necessary. Further, it is up to the Displacing Agency to determine whether these two qualifications have been met.

A displaced business, farm operation, or non profit organization may choose from one of two "documentation" options for payment of actual moving costs. The first option requires that the business keep track of its actual costs and submit documentation to support the amount of the payment requested. The second option is a "non-documented" direct payment to the business, which amount is based on the lower of two move cost estimates provided by commercial moving companies. Further explanation of these two moving benefit options follows:

1. The displaced business may choose to hire a professional moving company to perform all or part of the move, or do all or part of the move themselves under this Actual Move Expense option. Documentation includes actual invoices for services provided by movers or third party contractors such as electricians for reconnection requirements, or for a self-move, a displacee must keep records of employees' time and costs involved with the move via time cards, pre-approved pay rates, materials invoices/receipts, and so on. The business can then be reimbursed directly for the reasonable and necessary documented costs actually incurred.
2. Compensation for a non-documented move under the actual moving payment provisions is determined by securing two independent and competitive bids or estimates from professional moving companies. The estimate should represent the maximum amount the moving company would charge to provide the pack/move/ unpack and related services including insuring the move. The lower cost estimate sets the moving payment, which is made directly to the business, with no documentation of actual costs, incurred being required. The relocation rules permit payment for a "low-cost" self-move (considered as \$2,500.00 or less), to be based on one move cost estimate provided by a professional moving company or qualified staff person.

Sometimes the services of special technicians are also needed to determine the eligible moving, reinstallation, and/or reconnection costs. An example of such costs would be those necessary disconnection/reconnection or installation services required of plumbers and electricians. These "specialty" services are typically related to particular specialized items of movable personal property or equipment used by the relocating business. The reconnection eligible for compensation under the relocation benefits includes all work necessary to connect the relocated piece of equipment from the power source within the replacement building to the particular spot on which the machinery or equipment is placed in the replacement location.

Some items of personal property are so specialized that their entire transfer must be handled by the original supplier of the property or a mover specializing in such transfers. Examples of this type of property include telephone systems, alarm systems, and many types of computer systems. Some technical services required in a relocation can be non-competitive, that is, there is only one entity, which can provide the service, and its charges must simply be paid. While there is certainly abundant competition for telephone, alarm, and computer systems, once a business has chosen the type of system it wishes to use, it generally must be installed by the provider of the system. If a displacee chooses to upgrade a system at the time of its relocation, the reconnection costs must then be prorated so the cost being repaid is reflective of the amount, which would have been incurred, had the upgrade not been made.

To summarize, then, an eligible displaced business may choose to submit documentation and receive reimbursement of its actual eligible reasonable and necessary moving and reconnection costs. Or, a business can be paid to self-move its general personal property without documenting any of the costs it actually incurred to conduct the transfer, based on the lower of two reasonable move cost estimates. The eligible connection benefits are those costs to disconnect and reinstall/reconnect the personal property and movable equipment at the replacement site, as necessary.

The next pages to this claim provide specific detail for the claimant business's move, the payment being recommended to the claimant business for its eligible actual moving expense entitlement, and required documentation of costs.

ACTUAL MOVING AND RELATED EXPENSES

Displaced Business Name: JDC Tree Farm Inc., d/b/a Paul Bunyan & JDC Babes Addition

Project Site Address: 17523 Paul Bunyan Drive, Pleasant Township, ND

1. Actual Move Expenses	\$22,125.00
Total:	\$22,125.00
Amount Due:	\$22,125.00

Remarks:

1. JDC Tree Farm Inc., d/b/a Paul Bunyan & JDC Babes Addition submitted an invoice in the amount of \$22,125.00 along with a log documenting their time spent packing and moving personal property from the subject site to the replacement property. This was paid at \$25.00 per hour which is in line with the North Dakota living wage calculator.

SRF Consulting recommends payment of the recommended amount above as this is an eligible expense under the Uniform Relocation Act.

Documentation Attached:

1. JDC Tree Farm Inc., d/b/a Paul Bunyan & JDC Babes Addition Invoice & Log

Cass County Joint Water Resource District



Date: 10/24/2024

Agenda Item number: f.3

Subject: OIN 9462 Chad Carlson Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 9462 in the amount of \$12,275.00

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 9462	Chad Carlson	UMA	Relocation Reimbursement	\$12,275.00
*Invoice Receipts will be available upon request				Total Claim	\$12,275.00

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



October 15, 2024

SRF No. 13783.0029C

CASS COUNTY JOINT WATER RESOURCE DISTRICT

Attn: Ken Lougheed, Chairman

1201 Main Avenue West

West Fargo, North Dakota 58078-1301

SUBJECT: RESIDENTIAL ACTUAL MOVE COST CLAIM

CHAD CARLSON

17523 PAUL BUNYAN DRIVE, PLEASANT TOWNSHIP, ND 58047

PARCEL # OIN 9462

Dear Mr. Lougheed:

Transmitted herewith is the relocation claim covering the actual move benefits for the above-referenced occupants. We have reviewed the documentation submitted by the claimants and have made recommendations for payment according to applicable relocation regulations.

Please make payment as follows:

ACH Transfer to Chad Carlson

\$12,275.00

Please don't hesitate to contact us if you have any questions regarding this relocation.

Sincerely,

SRF CONSULTING GROUP, INC.

Ken Helvey

Senior Project Director

Enclosures

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010

Equal Employment Opportunity / Affirmative Action Employer

EXHIBITS

- 1) SUMMARY
- 2) NOTICE OF RELOCATION ELIGIBILITY
- 3) CLAIM FOR ACTUAL MOVING COSTS
- 4) NARRATIVE ON ACTUAL MOVING COSTS, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
- 5) RECEIPT FOR RELOCATION INFORMATION BOOKLET
- 6) RELEASE OF PROPERTY
- 7) CERTIFICATION OF CLAIM

SUMMARY

OIN: 9462

Occupant (Claimant) Names: Chad Carlson

Project Site Address: 17523 Paul Bunyan Drive, Pleasant Township, ND 58047

Occupancy Description: 90 Day Tenant

Type of Benefits This Claim: Documented Self Move Cost Payment

Claim Summary:

Documented Self Move Costs	\$12,275.00
----------------------------	-------------

Total Amount of This Claim:	\$12,275.00
-----------------------------	-------------

Total Due at This Time:	<u>\$12,275.00</u>
-------------------------	---------------------------

Please make payments in the following manner:

ACH Transfer to Chad Carlson	\$12,275.00
-------------------------------------	--------------------



February 4, 2020

SRF No. 7715.18

Chad & Megan Carlson
17523 Paul Bunyan Drive
Pleasant Township, ND 58047

In reply refer to: FM Diversion Levee Project
OIN: 9462
Address: 17523 Paul Bunyan Drive, Pleasant Township, ND 58047

Dear Chad & Megan,

This is a NOTICE OF RELOCATION ELIGIBILITY. This letter is being sent to you as our records indicate that you are a tenant occupying this property. As you are aware, the Cass County Joint Water Resource District has made an offer to purchase the property you occupy. To carry out the planned project, it will be necessary for you to move.

This letter is sent to inform you that when you do move, you may be entitled to relocation payments and other assistance in accordance with Federal regulations which implement the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (Uniform Relocation Act). The effective date of this Notice is July 11, 2019. You are now eligible for relocation assistance.

Now that you are eligible for relocation assistance, to cover your costs to move your personal property from the project site, you may choose either (1) a payment for your actual reasonable moving and related expenses, or (2) if you prefer, a fixed payment for moving costs based upon the number of rooms with furniture which you must move.

Also, if you occupied your dwelling unit for at least 90 days prior to July 11, 2019, you may be eligible for a rental assistance payment to help you rent a "comparable" replacement dwelling, or for a down payment assistance payment to help you buy a replacement dwelling.

Listed below are three rental dwelling units that you may wish to consider for your replacement. We have chosen the listed property at 2754 Divide Street West, West Fargo, ND to use as your "comparable" home in determining your replacement housing benefits as described above.

<u>Address</u>	<u>Rent</u>	<u>Contact Information</u>
1. 2754 Divide St. W., West Fargo	\$1,495.00	701-566-0360
2. 6057 57 th Ave. S., Fargo	\$1,473.00	701-361-0065-Jill
3. 7469 18 th St. S., Fargo	\$1,466.00	701-361-0065-Jill

We believe that this unit is the most representative of your present home. Based on the information available to us, the rent for that unit would total \$1,495.00 per month. This would be \$141.00 more each month than the fair market rent for your present home. Therefore, you are eligible for a rental assistance payment up to \$5,922.00 (42 months x \$141.00). If the rent for your actual replacement home cost less than \$1,495.00 per month, your rental assistance payment would be based on your actual cost. Additionally, income considerations are required for these payment computations. We will need written information on your income from all sources so that we may determine whether you are entitled to receive a rental assistance payment greater than \$5,922.00.

Should you choose to buy rather than rent a decent, safe and sanitary replacement home, you may be eligible for a down payment assistance payment of up to \$5,922.00. Let us know if you would prefer to buy a replacement home.

We want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, other advisory services are available to you.

This letter is of importance to you and should be carefully filed for safekeeping.

Sincerely,

SRF CONSULTING GROUP, INC.



Ken Helvey
Principal

Required Notice: Schedule and Cass County Joint Board Information can be found at:
<https://fmdiversion.gov/lands-schedule/>

RESIDENTIAL MOVING COSTS CLAIM

****IMPORTANT: PROMPTLY SUBMIT AFTER MOVE****

Advance Claim
 Partial Claim
 Final Claim

FOR OFFICIAL USE ONLY	
Name (Payee) <u>Chad Carlson</u>	
District _____	OIN <u>9462</u>
C.S. _____	C.ID. _____
Fed. # _____ County <u>Cass</u>	
Prop. Owner <u>JDC Tree Farm Inc.-James Carlson</u>	
Prop. Address <u>17523 Paul Bunyan Drive</u>	
City/State/Zip <u>Pleasant Township, ND 58047</u>	
Type of Acq. <input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> ED	

FOR OFFICIAL USE ONLY	
Approved Amount	<u>\$12,275.00</u>
Amount Due	<u>\$12,275.00</u>
Approved by _____	Relocation Manager
Date Application Approved <u>10/15/24</u>	
Make Payment to:	
ACH payment to Chad Carlson	

FOR OFFICIAL USE ONLY	
<input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Receipted Bills <input type="checkbox"/> Room Basis
Type of Unit	If Room Basis
<input type="checkbox"/> Apartment	Total Rooms _____
<input checked="" type="checkbox"/> House	Basement Count _____
<input type="checkbox"/> Other	Garage Count _____
<input type="checkbox"/> Furnished	Misc. Count _____
<input checked="" type="checkbox"/> Unfurnished	Grand Total _____

FOR OFFICIAL USE ONLY	
VENDOR NUMBER	

LOCATION TO WHICH PERSONAL PROPERTY WAS MOVED	
Address <u>1649 Round Hill Drive</u>	
City <u>Fargo</u>	State <u>ND</u>

Name of Mover _____	Dates of Move _____
Address _____	City _____

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any movers' receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other moving claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO: C CJWRD

Date _____
 Name (print) Chad Carlson
 Signature _____
 Telephone _____

**Please consult your Relocation Counselor for help in preparing and submitting this claim.
Instructions for submitting your claim for residential moving expenses.**

The State will allow residential moving expenses to a displaced individual or family based on a fixed room schedule or reimbursement for actual costs incurred. As a displacee you will be asked to select the method most suitable to your needs.

Fixed Payments

Payment is computed on the number of rooms contained in your residence exclusive of typical closets, porches, pantries, bathrooms, hallways, entrances or any unfurnished rooms. A basement may be considered as one room unless it has been separated into livable rooms such as: bedrooms or recreation rooms. Outbuildings actually in use for storage purposes may be counted as one room.

Actual Costs


Under this method the State may allow reimbursement for **reasonable** and **necessary** (as determined by the agency) expenses incurred in moving your personal property for a distance not to exceed 50 miles. This is not an adjustment for inconveniences which have occurred or for time lost at your regular occupation. Said moving expenses will be paid upon compliance with the following instructions:

1. When you are moved by a professional moving company, pay the charges and obtain a receipted bill. This statement must contain the rate per hour charged, number of hours worked and number of men and van(s) employed. The receipt must be marked "Paid in Full" and signed by a representative of the company. Consult your relocation advisor for help and assistance prior to moving to ensure reimbursement is allowed.
2. If your personal property is moved by someone other than a professional moving company, you must submit an itemized statement showing the number of people hired, the rates per hour paid, date, and the total number of hours worked for each individual and the equipment used. An affidavit will then be prepared for your signature. Again, please consult your relocation advisor prior to moving by this method.
3. You must complete the bottom portion of the Claim Form in ink, making sure that your signature and current telephone number are included. Attach to the original copy of claim form all required information pertaining to your move and mail to the address shown on the lower left corner.
4. In the event you are financially unable to pay the moving company, special arrangements may be made with the relocation office to allow direct payment or an advance payment claim. This must be done well in advance of the moving date.

The State cannot reimburse you for any alteration which may constitute a home improvement. Overtime charges by moving companies will not be considered except in emergency situations as determined **beforehand** by the State of Minnesota.

I certify that all items of personalty (to the best of my knowledge) have been removed from the subject property, including **all hazardous and environmentally sensitive materials such as batteries, tires, paints, solvents, insecticides, fertilizers, fluorescent lights, etc.**

Person submitting claim Chad and Megan Carlson Date 10/15/24

Relocation Counselor  Date 10/15/24

ACTUAL MOVING AND RELATED EXPENSES

Applicable relocation regulations require public agencies to pay the moving and related expenses incurred by the people it displaces for public projects. Eligible actual moving and related expenses include those incurred to disconnect and reconnect, to disassemble and reassemble, to pack and unpack, and to cart the household's personal property from the project site to the replacement dwelling chosen by the displaced household. Also eligible for repayment are the costs incurred to insure the move and, at the discretion of the Displacing Agency, to store any personal property which cannot be immediately reestablished at the chosen replacement. The only two limiting conditions on the payment made for these moving-related expenses are that the amounts paid be reasonable and necessary. Further, it is up to the Displacing Agency to determine whether these two qualifications have been met.

Compensation for actual moving expenses is generally determined by securing two bids or estimates of the cost for a professional moving company to conduct the move and allowing the lower amount as payment to the mover. (This assumes that the transfer will take place within a 50-mile radius.) The relocation rules permit payment for an actual move expense of a "low-cost" move (\$2,500 or less) to be based on one move cost proposal estimate provided by a professional moving company or qualified staff person.

The displaced household may also choose to move themselves under this Actual Move Expense provision, keep records of their actual costs via time cards, pre-approved rates, and invoices, and be reimbursed directly for their reasonable and necessary documented costs actually incurred. This option, however, because it requires so much effort to document all of the move costs incurred by the household, is seldom chosen by the displacee.

Under an Actual Move Expense claim, reconnect costs for personal property such as telephone and cable TV are also allowable, so long as the system being installed is the same or similar to the one which was in use at the project site. Actual invoices are submitted for these costs.

To summarize, then, a displaced person can be paid for his/her actual costs to move the personal property. An actual moving and related expense claim requires documentation in the form of actual invoices for services rendered.

The next page to this claim itemizes the invoices of the claimant's professionals hired to handle each aspect of the transfer and totals them to show the amount of payment being recommended to the claimant for an actual moving expense entitlement.

ACTUAL MOVING AND RELATED EXPENSES

OIN: 9462

Occupant Name: Chad Carlson

1. Documented Self-Move: \$12,275.00

Total Amount of Claim: \$12,275.00
Amount Due: \$12,275.00

Remarks:

1. Enclosed, please find an invoice from Chad Carlson in the amount of \$12,275.00 along with logs for their time spent packing and moving the general personal property to the replacement location. This was paid at \$25.00 an hour which is in line with the North Dakota living wage calculator.

This is an eligible expense according to the Uniform Relocation Act of 1970, as amended, Section 24.301(a-g). SRF Consulting Group, Inc. considers this cost both reasonable and necessary.

SRF Consulting requests payment to the Carlson's move based on the documentation submitted.

Please transmit ACH Transfer to Chad Carlson \$12,275.00

Documentation Attached:

1. Invoice/Self -Move Logs from Chad Carlson

Cass County Joint Water Resource District



Date: 10/24/2024

Agenda Item number: f.4

Subject: OIN 1093X Schoening Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 1093X in the amount of \$60,690.00

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 1093X	Florence Marie Schoening	UMA	Residential Rental/Downpayment Assistance	\$60,690.00
*Invoice Receipts will be available upon request				Total Claim	\$60,690.00

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



October 24, 2024

SRF No. 13820.0029

CASS COUNTY JOINT WATER RESOURCE DISTRICT
ATTN: KEN LOUGHEED, CHAIRMAN
1201 MAIN AVENUE WEST
WEST FARGO, NORTH DAKOTA 58078-1301

SUBJECT: RESIDENTIAL RENTAL/DOWNPAYMENT ASSISTANCE
FLORENCE MARIE SCHOENING
11705 57TH STREET SOUTH, HORACE, ND 58047
PARCEL # OIN 1093X

Dear Mr. Lougheed:

Transmitted herewith is the relocation claim covering the rental/downpayment assistance benefits for the above-referenced occupant. We have reviewed the documentation submitted by the claimant and have made recommendations for payment according to applicable relocation regulations.

Please make payment as follows:

Wire Transfer: The Title Team \$60,690.00

Please don't hesitate to contact us if you have any questions regarding this relocation.

Sincerely,
SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read "Katie Laidley".

Katie Laidley
Real Estate Specialist III

Enclosures

www.srfconsulting.com
Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity / Affirmative Action Employer

EXHIBITS

- 1) SUMMARY
- 2) NOTICE OF RELOCATION ELIGIBILITY
- 3) CLAIM FOR RENTAL/DOWNPAYMENT ASSISTANCE
- 4) NARRATIVE ON RENTAL/DOWNPAYMENT ASSISTANCE, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
- 5) INSPECTION REPORT FOR REPLACEMENT DWELLING
- 6) RECEIPT FOR RELOCATION HANDOUT
- 7) CERTIFICATION OF CLAIM

SUMMARY

OIN: 1093X
Occupant (Claimant) Names: Florence Marie Schoening
Project Site Address: 11705 57th St S, Horace, ND 58047
Occupancy Description: 90 Day Tenant
Type of Benefits This Claim: Downpayment assistance payment

Claim Summary:

Downpayment assistance payment	\$60,690.00
Total Amount of This Claim:	\$60,690.00
Total Due at This Time:	<u>\$60,690.00</u>

Please make payments in the following manner:

Wire Transfer: The Title Team \$60,690.00



August 8, 2024

SRF No. 13783.0290

Marie Schoening
11705 57th Street South
Horace, ND 58047

SUBJECT: NOTICE OF RELOCATION ELIGIBILITY
OIN: 1093X
PROPERTY ADDRESS: 11705 57TH STREET S, HORACE, ND

Dear Marie:

This is a NOTICE OF RELOCATION ELIGIBILITY. Our records indicate that you are a tenant occupying this property. As you are likely aware, acquisition of the property is necessary to complete a critical portion of the FM Area Diversion Project. To carry out the planned project, it will be necessary for you to move.

However, YOU DO NOT NEED TO MOVE NOW. You will not be required to move without at least 90 days advance written notice of the date by which you must vacate. When you do move, you may be entitled to relocation payments and other assistance in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

Please continue to pay your rent to Mr. and Mrs. Richard until further notice.

This letter is sent to inform you that when you do move, you may be entitled to relocation payments and other assistance in accordance with the Uniform Relocation Act as well as applicable state and local laws. You are now eligible for relocation assistance.

Now that you may be eligible for relocation assistance, to cover your costs to move your personal property from the project site, you may choose either (1) a payment for your actual reasonable moving and related expenses, (2) if you prefer, a fixed payment for moving costs based upon the number of rooms with furniture which you must move or (3) a payment based on the lesser of two move estimates.

Also, if you occupied your dwelling unit for at least 90 days prior to March 6, 2024, you may be eligible for a rental assistance payment to help you rent a "comparable" replacement dwelling, or for a down payment assistance payment to help you buy a replacement dwelling.

Listed below are rental dwelling units that you may wish to consider for your replacement. We have chosen the listed property at 737 Albert Dr W, West Fargo, ND to use as your "comparable" home in determining your replacement housing benefits as described above.

<u>Address</u>	<u>Rent + Utilities</u>	<u>Contact Information</u>
1. 737 Albert Dr W, West Fargo	\$2,195.00	701-356-3746
2. 509 E Foxtail Dr, West Fargo	\$2,195.00	701-356-3743
3. 5907 57th Ave S, Fargo	\$2,195.00	701-356-3743

We believe that this unit is the most representative of your present home. Based on the information available to us, the rent and the estimated cost of utilities for that unit would total \$2,195.00 per month. This would be \$1,445.00 more each month than rent for your present home. Therefore, you are eligible for a rental assistance payment up to \$60,690 (42 months x \$1,445.00). If the rent for your actual replacement home costs less than \$2,195.00 per month, your rental assistance payment would be based on your actual cost. Additionally, income considerations are required for these payment computations. We will need written information on your income from all sources so that we may determine whether you are entitled to receive a rental assistance payment greater than \$60,690.00.

Should you choose to buy rather than rent a decent, safe and sanitary replacement home, you may be eligible for a down payment assistance payment of up to \$60,690.00. Let us know if you would prefer to buy a replacement home.

We want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, other advisory services are available to you.

If you have any questions, please feel free to contact me. I will be happy to answer your questions. This letter is of importance to you and should be carefully filed for safekeeping.

Sincerely,
SRF CONSULTING GROUP, INC.



Katie Laidley
Real Estate Specialist III

Enclosed:
Tenant Relocation Assistance packet

Required Notice: Schedule and Cass County Joint Board Information can be found at:
<https://fmdiversion.gov/lands-schedule/>

RENT SUPPLEMENT OR DOWN PAYMENT CLAIM

Tenant Owner

Advance Claim Partial Claim Final Claim

OR OFFICIAL USE ONLY

Name (Payee) Florence Marie Schoening/ The Title

Team

OIN. # 1903X County Cass

Prop. Owner Ryan and Jessica Richard

Prop. Address 11701 57th Street South

City/State/Zip Horace ND 58047

Type of Acq. Direct Purchase ED

FOR OFFICIAL USE ONLY

Approved Amount \$60,690.00

Amount Requested \$60,690.00

Approved by _____
Relocation Manager

Date Application Approved 10/24/24

Wire transfer:

Name The Title Team

Address 4500 36th Avenue South, Suite 300

City/State/Zip Fargo, ND 58104

PLACEMENT HOME

Address 3311 15th Avenue South, Unit B

City Fargo State ND Zip 58104

OR OFFICIAL USE ONLY

VENDOR NUMBER

Supplemental payment will be used to rent decent, safe and sanitary housing.

Supplemental payment will be used as a down payment for decent, safe and sanitary housing.

I certify, that this site occupant has been relocated in housing that to the best of my knowledge meets the decent, safe and sanitary housing requirements as established by local laws, ordinances or customs.

Date 10/24/24

Signed [Signature]
Relocation Advisor

I certify that I have been an occupant of the above parcel for at least 90 days immediately prior to the initiation of negotiations for such property. To the best of my knowledge, the replacement dwelling meets the requirements for Decent, Safe and Sanitary housing.

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:

Cass County Joint Water Resource District

Date 10/11/24

Name (print) Florence Marie Schoening

Signature [Signature]

Signature _____

Telephone _____

RENT SUPPLEMENT

A. Base Monthly Rental of Subject dwelling including Utilities (if owner - economic rent) *30% GMI	\$ <u>750.00</u> X 42=\$ <u>31,500.00</u>
B. Base Monthly Rental of Prime Comparable	\$ <u>2195.00</u> X 42=\$ <u>92,190.00</u>
C. Base Monthly Rental of Replacement Dwelling (property actually rented)	\$ _____ X 42=\$ _____
TOTAL RENT SUPPLEMENT PAYMENT (Subtract "A" from lesser of "B" or "C")	\$ <u>60,690.00</u>

(Note: Special limits are used for owner/occupant rental determinations and down payment assistance) See CFR Part 24.

DOWN PAYMENT COMPUTATION

Purchase Price of Replacement Home	\$ <u>139,500.00</u>
A. Maximum allowed under Rent Supplement Determination	\$ <u>60,690.00</u>
B. Ordinary amount necessary to obtain conventional loan financing for replacement dwelling	\$ _____
C. DOWN PAYMENT (Lessor "A" or "B")	\$ <u>60,690.00</u>

Computed by: Katie Laidley Date: 10/24/2024

Replacement Housing Payment for Tenants and Certain Others in the Form of Rental Assistance

Claimant Name: Florence Marie Schoening
Project Site Address: 11705 57th St S, Horace, ND 58047

The Rental Assistance Payment is made available to tenants or homeowners who wish to rent their replacement dwelling. The benefit is a forty-two month housing subsidy. The computation consists of first determining the "base monthly rental" of the site property. This is the actual rental rate plus utilities of the acquired unit or 30% of the household's gross monthly income, whichever is less. An "economic" rent is used in place of actual rent when either a homeowner is choosing to move to a rental property instead of purchasing a replacement unit, or a tenant has been able to either live rent free or at a lower than market rent. The 30% gross monthly income sum is verified by the claimants, per documentation of income, if the claimants choose to apply such consideration.

The upper limit of the monthly payment is determined by using either the rental price of a comparable unit or the actual cost of the replacement, again whichever is less.

A study of similar housing available in the area was undertaken to establish the "comparable unit" rental cost for the payment calculation. The Uniform Relocation and Real Properties Act of 1970 states that, if there are no units available that are functionally equivalent to the site, "better" housing must then be utilized, never "lesser" properties. A few such dwellings were selected for this purpose, and one of these was designated as being most comparable to the site property. The Notice of Relocation Eligibility found at Exhibit 2 in this Claim Booklet lists the housing referrals and comparable dwelling identified for this claimant.

The difference, then, between the base monthly rental for the acquired unit and the lower of the comparable or actual replacement dwelling unit, as explained above, is paid for 42 months. The statutory maximum rental assistance payment is \$9,570.00. Any amount over the statutory maximum benefit automatically triggers the Last Resort Housing Provisions of the Uniform Relocation Act. Last Resort Housing Provisions require that a Displacing Agency assure that comparable replacement housing is available to the displacee (claimant) within his/her "ability to pay." The most common approach to assuring that this requirement is met is by compensating the displacee for the actual total rental cost difference which exceed \$9,570.00.

REPLACEMENT HOUSING PAYMENT FOR TENANTS

Claimant Name: Florence Marie Schoening

Computation:

1) Rental Price of Comparable (\$2,195 includes estimated utilities)	\$ 2,195.00
2) Actual Housing Costs of Replacement (purchase price)	\$135,000.00
3) Lesser of #1 or #2 above	\$ 2,195.00
4) Base Monthly Rental (\$750 includes utilities)	\$ 750.00
5) 30% of Gross Monthly Income	\$ N/A
6) Lesser of #4 or #5 above	\$ 750.00
7) Difference Between #3 and #6	\$ 1,445.00
8) Multiplied by 42 Months (TOTAL RENTAL SUPPLEMENT BENEFIT)	\$ 60,690.00

The Notice of Eligibility is shown in Exhibit #2 of this claim documenting the figures at Item #1 And Item #4. Enclosed please find a copy of the signed purchase agreement documenting the figure at Item #2. Ms. Schoening had a professional home inspection completed replacing the need for the decent, safe and sanitary inspection required under the Uniform Relocation Act. A copy if the inspection report has been included.

Given the above, SRF Consulting Group, Inc. recommends that Florence Marie Schoening receive downpayment assistance in the amount of \$60,690.00.

Maximum Rental Assistance Payment:	\$ 9,570.00
Last Resort Housing Portion:	\$ 51,120.00
Total Amount:	\$ 60,690.00

Documentation attached:

1. Purchase agreement
2. Home Inspection Report

CERTIFICATION OF CLAIM

I, the undersigned, do hereby certify the following:

1. That I have personally met with the project occupants(s) and have inspected the residential claim presented herein;
2. That to the best of my knowledge and belief the statements contained in this report and upon which the opinions herein are based, are true and correct;
3. That this claim has been made in conformity with and is subject to the requirements of the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970 as amended and the regulations of the Department of Transportation;
4. That neither myself, the company, nor the employees have a present interest or a contemplated interest in the residence involved or relationship with the occupants therein; and
5. That neither the employment to make the claim nor the compensation for it are contingent upon the amount of eligible relocation compensation estimated herein.
6. That all displacee data was considered and analyzed for completeness and correctness, and that all contacts with displacee have been documented.



Katie Laidley
SRF Consulting Group, Inc.

Date _____

Cass County Joint Water Resource District



Date: 10/24/2024

Agenda Item number: f.5

Subject: OIN 840 Fredrickson Reimbursement Request

Recommended Action/Motion:

Approve the Reimbursement Request for OIN 840 in the amount of \$65,100

Background/Key Points:

Please find below a summary of the Relocation and Replacement Housing Reimbursement requests.

	OIN	Name	Program Area	Payment Type	Amount
1.	OIN 840	Flo Fredrickson	UMA	Residential Rental/Downpayment Assistance	\$65,100.00
*Invoice Receipts will be available upon request				Total Claim	\$65,100.00

We recommend that the Cass County Joint Water Resources District approve the Relocation and Replacement Housing Reimbursement requests as summarized above to enable the acquisition of these properties and satisfy the relocation requirements for these residents. The supporting documentation is enclosed for your review.

Attachments:

- Supporting documentation



October 24, 2024

SRF No. 13820.0029

CASS COUNTY JOINT WATER RESOURCE DISTRICT
ATTN: KEN LOUGHEED, CHAIRMAN
1201 MAIN AVENUE WEST
WEST FARGO, NORTH DAKOTA 58078-1301

SUBJECT: RESIDENTIAL RENTAL ASSISTANCE
FLO FREDRICKSON
17272 49 ST SE, HORACE, ND 58047
PARCEL # OIN 840

Dear Mr. Lougheed:

Transmitted herewith is the relocation claim covering the rental assistance benefits for the above-referenced occupant. We have reviewed the documentation submitted by the claimant and have made recommendations for payment according to applicable relocation regulations.

Please make payment as follows:

ACH payment to Flo Fredrickson: 65,100.00

Please don't hesitate to contact us if you have any questions regarding this relocation.

Sincerely,
SRF CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read "Katie Laidley". The signature is written in a cursive, flowing style.

Katie Laidley
Real Estate Specialist III

Enclosures

www.srfconsulting.com
Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010
Equal Employment Opportunity / Affirmative Action Employer

EXHIBITS

- 1) SUMMARY
- 2) NOTICE OF RELOCATION ELIGIBILITY
- 3) CLAIM FOR RENTAL ASSISTANCE
- 4) NARRATIVE ON RENTAL ASSISTANCE, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
- 5) INSPECTION REPORT FOR REPLACEMENT DWELLING
- 6) RECEIPT FOR RELOCATION HANDOUT
- 7) CERTIFICATION OF CLAIM

SUMMARY

OIN: 840
Occupant (Claimant) Names: Flo Fredrickson
Project Site Address: 17272 49 ST SE, Horace, ND 58047
Occupancy Description: 90 Day Tenant
Type of Benefits This Claim: Rental assistance payment

Claim Summary:

Rental assistance payment	\$65,100.00
Total Amount of This Claim:	\$65,100.00
Total Due at This Time:	<u>\$65,100.00</u>

Please make payments in the following manner:

ACH Payment: Flo Fredrickson \$65,100.00



October 24, 2024

SRF No. 13783.0290

Flo Fredrickson
17272 49th St SE
Horace, ND 58047

SUBJECT: NOTICE OF RELOCATION ELIGIBILITY
OIN: 840
PROPERTY ADDRESS: 17272 49TH ST SE, HORACE, ND

Dear Flo:

This is a NOTICE OF RELOCATION ELIGIBILITY. Our records indicate that you are a tenant occupying this property. As you are likely aware, acquisition of the property is necessary to complete a critical portion of the FM Area Diversion Project. To carry out the planned project, it will be necessary for you to move.

However, YOU DO NOT NEED TO MOVE NOW. You will not be required to move without at least 90 days advance written notice of the date by which you must vacate. When you do move, you may be entitled to relocation payments and other assistance in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

Please continue to pay your rent to Mr. and Mrs. Braudshaug until further notice.

This letter is sent to inform you that when you do move, you may be entitled to relocation payments and other assistance in accordance with the Uniform Relocation Act as well as applicable state and local laws. You are now eligible for relocation assistance.

Now that you may be eligible for relocation assistance, to cover your costs to move your personal property from the project site, you may choose either (1) a payment for your actual reasonable moving and related expenses, (2) if you prefer, a fixed payment for moving costs based upon the number of rooms with furniture which you must move or (3) a payment based on the lesser of two move estimates.

Also, if you occupied your dwelling unit for at least 90 days prior to February 28, 2022, you may be eligible for a rental assistance payment to help you rent a "comparable" replacement dwelling, or for a down payment assistance payment to help you buy a replacement dwelling.

Listed below are rental dwelling units that you may wish to consider for your replacement. We have chosen the listed property at 6835 16th St S, Fargo, ND to use as your "comparable" home in determining your replacement housing benefits as described above.

<u>Address</u>	<u>Rent + Utilities</u>	<u>Contact Information</u>
1. 6835 16 th St S, Fargo	\$2,610.00	701-829-8209
2. 762 Prairie Ave, Horace	\$2,515.00	701-639-4188
3. 5533 8 th St W, West Fargo	\$2,415.00	701-203-9404

We believe that this unit is the most representative of your present home. Based on the information available to us, the rent and the estimated cost of utilities for that unit would total \$2,610.00 per month. This would be \$1,595.00 more each month than rent for your present home. Therefore, you are eligible for a rental assistance payment up to \$66,990.00 (42 months x \$ 1,595.00.00). If the rent for your actual replacement home costs less than \$2,610.00 per month, your rental assistance payment would be based on your actual cost. Additionally, income considerations are required for these payment computations. We will need written information on your income from all sources so that we may determine whether you are entitled to receive a rental assistance payment greater than \$66,990.00.

Should you choose to buy rather than rent a decent, safe and sanitary replacement home, you may be eligible for a down payment assistance payment of up to \$66,990.00. Let us know if you would prefer to buy a replacement home.

We want to make it clear that you are eligible for assistance to help you relocate. In addition to relocation payments and housing referrals, other advisory services are available to you.

If you have any questions, please feel free to contact me. I will be happy to answer your questions. This letter is of importance to you and should be carefully filed for safekeeping.

Sincerely,

SRF CONSULTING GROUP, INC.



Katie Laidley

Enclosed:
Tenant Relocation Assistance packet

Required Notice: Schedule and Cass County Joint Board Information can be found at:
<https://fmdiversion.gov/lands-schedule/>

**SUPPLEMENTARY RENTAL PAYMENT DETERMINATION
BY COMPARISON OF MARKET DATA
ANALYSIS OF COMPARABLE RENTALS**

Project Cass County Joint Water Resource District County Cass OIN 840

Name Flo Fredrickson Property Address 17272 49th St SE, Horace, ND 58047

INFORMATION				
TENANT OWNER <input checked="" type="checkbox"/>	SUBJECT	COMP 1	COMP 2	COMP 3
<input type="checkbox"/>	17272 49th St SE	6835 16 th St S	762 Prairie Ave	5533 8 th St W
ADDRESS	Horace, ND	Fargo, ND	Horace, ND	West Fargo, ND
CITY				

RENT/MO	\$0.00	\$2,395.00	\$2,300.00	\$2,200.00
GAS/FUEL	\$593.00	\$55.00	\$55.00	\$55.00
ELECTRIC	\$250.00	\$50.00	\$50.00	\$50.00
WATER	\$60.00	\$74.00	\$74.00	\$74.00
SEWER/GARBAGE	\$ 112.00	\$36.00	\$36.00	\$36.00
BASE TOTAL	\$ 1,015.00	\$2,610.00	\$2,515.00	\$2,415.00

SQUARE FT.	2,156	2,878	2,212	2,201
NO. OF ROOMS	11	10	9	11
NO. BEDROOMS	4	4	4	4
BATHS	2 Full	3 Baths	2 Baths	4 Baths
BASMT/STORAGE		1 bedrooms, 1 bath and living area	2 bedrooms, 1 bath and living area	2 bedrooms, 1 bath and living area
CONDITION	Good	Good	Good	Good
GARAGE	2 Car Detached	2 Car Attached	2 Car Attached	2 Car Attached
OTHER FIN. AREA				

SCHOOLS	Yes	Yes	Yes	Yes
PUBLIC TRANSP.	unknown	Yes	Yes	Yes
CHURCH	Yes	Yes	Yes	Yes
EMPLOYMENT	Yes	Yes	Yes	Yes

\$ N/A Monthly Income x 30% = \$ N/A Max. Monthly Rent

QUAL. RENTER \$109,620.00 - RENTAL SUPPLEMENT \$ 42,630 = \$ 66,990.00
 42 x Mo. Rent of Comp. 42 x Rent or 30% Income Max. Supplement

I do hereby certify that the number of \$66,990.00 is a fair and reasonable amount allowable as a supplemental rental payment. I further certify that to the best of my knowledge the replacement facilities meet the requirements as set forth for decent, safe and sanitary housing, and I have no personal interest in the proposed transaction nor will derive any benefit from the supplemental payment.

REPORTING OFFICIAL  DATE 10/24/2024

APPROVED BY _____ DATE _____

RENT SUPPLEMENT OR DOWN PAYMENT CLAIM

Tenant Owner

Advance Claim Partial Claim Final Claim

FOR OFFICIAL USE ONLY

Name (Payee) Flo Fredrickson

OIN. #840 County Cass

Prop. Owner Orten and Sandra Brodshaug

Prop. Address 17272 49th Street South

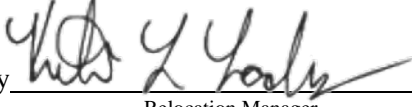
City/State/Zip Horace, ND 58047

Type of Acq. Direct Purchase ED

FOR OFFICIAL USE ONLY

Approved Amount \$65,100.00

Amount Requested \$ 65,100.00

Approved by 
Relocation Manager

Date Application Approved 10/24/24

ACH Payment:

Name Flo Fredrickson

Address 17272 49th Street South

City/State/Zip Horace, ND 58047

REPLACEMENT HOME

Address 3240 36th Ave South

City Fargo State ND Zip 58104

FOR OFFICIAL USE ONLY

VENDOR NUMBER

Supplemental payment will be used to rent decent, safe and sanitary housing.

Supplemental payment will be used as a down payment for decent, safe and sanitary housing.

I certify, that this site occupant has been relocated in housing that to the best of my knowledge meets the decent, safe and sanitary housing requirements as established by local laws, ordinances or customs.

Date 10/24/24

Signed 
Relocation Advisor

I certify that I have been an occupant of the above parcel for at least 90 days immediately prior to the initiation of negotiations for such property. To the best of my knowledge, the replacement dwelling meets the requirements for Decent, Safe and Sanitary housing.

Residency Certification: I attest, under penalty of perjury, that myself and my family, are lawful citizens of the United States, or aliens lawfully admitted for residence in the United States.

I, the undersigned, do hereby certify that the above information is true and correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or received compensation for, any expense in connection with this claim. I understand that falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:

Cass County Joint Water Resource District

Date _____

Name (print) Flo Fredrickson

Signature _____

Signature _____

Telephone _____

RENT SUPPLEMENT

A. Base Monthly Rental of Subject dwelling including Utilities (if owner - economic rent) *30% GMI	\$ <u>1,015.00</u> X 42=\$ <u>42,630.00</u>
B. Base Monthly Rental of Prime Comparable	\$ <u>2,610.00</u> X 42=\$ <u>109,620.00</u>
C. Base Monthly Rental of Replacement Dwelling (property actually rented)	\$ <u>2,565.00</u> X 42=\$ <u>107,730.00</u>
TOTAL RENT SUPPLEMENT PAYMENT (Subtract "A" from lesser of "B" or "C")	\$ <u>65,100.00</u>

(Note: Special limits are used for owner/occupant rental determinations and down payment assistance) See CFR Part 24.

DOWN PAYMENT COMPUTATION

Purchase Price of Replacement Home	\$ _____
A. Maximum allowed under Rent Supplement Determination	\$ _____
B. Ordinary amount necessary to obtain conventional loan financing for replacement dwelling	\$ _____
C. DOWN PAYMENT (Lessor "A" or "B")	\$ _____

Computed by: **Katie Laidley** Date: **10/24/2024**

Replacement Housing Payment for Tenants and Certain Others in the Form of Rental Assistance

Claimant Name: Flo Fredrickson

Project Site Address: 17272 49 ST SE, Horace, ND 58047

The Rental Assistance Payment is made available to tenants or homeowners who wish to rent their replacement dwelling. The benefit is a forty-two month housing subsidy. The computation consists of first determining the "base monthly rental" of the site property. This is the actual rental rate plus utilities of the acquired unit or 30% of the household's gross monthly income, whichever is less. An "economic" rent is used in place of actual rent when either a homeowner is choosing to move to a rental property instead of purchasing a replacement unit, or a tenant has been able to either live rent free or at a lower than market rent. The 30% gross monthly income sum is verified by the claimants, per documentation of income, if the claimants choose to apply such consideration.

The upper limit of the monthly payment is determined by using either the rental price of a comparable unit or the actual cost of the replacement, again whichever is less.

A study of similar housing available in the area was undertaken to establish the "comparable unit" rental cost for the payment calculation. The Uniform Relocation and Real Properties Act of 1970 states that, if there are no units available that are functionally equivalent to the site, "better" housing must then be utilized, never "lesser" properties. A few such dwellings were selected for this purpose, and one of these was designated as being most comparable to the site property. The Notice of Relocation Eligibility found at Exhibit 2 in this Claim Booklet lists the housing referrals and comparable dwelling identified for this claimant.

The difference, then, between the base monthly rental for the acquired unit and the lower of the comparable or actual replacement dwelling unit, as explained above, is paid for 42 months. The statutory maximum rental assistance payment is \$9,570.00. Any amount over the statutory maximum benefit automatically triggers the Last Resort Housing Provisions of the Uniform Relocation Act. Last Resort Housing Provisions require that a Displacing Agency assure that comparable replacement housing is available to the displacee (claimant) within his/her "ability to pay." The most common approach to assuring that this requirement is met is by compensating the displacee for the actual total rental cost difference which exceed \$9,570.00.

REPLACEMENT HOUSING PAYMENT FOR TENANTS

Claimant Name: Flo Fredrickson

Computation:

1) Rental Price of Comparable (\$2,395.00 + \$215.00 utilities)	\$ 2,610.00
2) Actual Housing Costs of Replacement (\$2,350.00 + \$215.00 utilities)	\$ 2,565.00
3) Lesser of #1 or #2 above	\$ 2,565.00
4) Base Monthly Rental	\$ 1,015.00
5) 30% of Gross Monthly Income	\$ N/A
6) Lesser of #4 or #5 above	\$ 1,015.00
7) Difference Between #3 and #6	\$ 1,550.00
8) Multiplied by 42 Months (TOTAL RENTAL SUPPLEMENT BENEFIT)	\$ 65,100.00

The Notice of Eligibility is shown in Exhibit #2 of this claim documenting the figures at Item #1 And Item #4. Enclosed please find a copy of the signed lease agreement documenting the figure at Item #2. Also enclosed is a bank statement documenting one and a half months rent. SRF completed a decent, safe and sanitary inspection required under the Uniform Relocation Act. A copy of the inspection report has been included.

Given the above, SRF Consulting Group, Inc. recommends that Flo Fredrickson receive downpayment assistance in the amount of \$65,100.00.

Maximum Rental Assistance Payment:	\$ 9,570.00
Last Resort Housing Portion:	\$ 55,350.00
Total Amount:	\$ 65,100.00

Documentation attached:

1. Lease agreement
2. Bank statement
3. decent, safe and sanitary inspection report

RESIDENTIAL LEASE / AGREEMENT / CONTRACT

MANAGEMENT: Tinna Loueng

NAME OF RESIDENT(S): _____

TOTAL NUMBER OF ADULTS _____ AND CHILDREN _____ WHO WILL OCCUPY THE PREMISES.

PREMISES ADDRESS: 3240 36th Ave South

GARAGE NO.: 2 stall garages

CITY, STATE, ZIP: Fargo ND 58104

INITIAL TERM OF LEASE: 12 Month Lease

STARTING DATE OF LEASE: October/15/2024 ENDING DATE OF INITIAL TERM: October 15th 2025

MONTHLY RENT \$ 2,350.00 SECURITY DEPOSIT \$2,350.00

UTILITIES INCLUDED IN RENT: Heat Water Sewer Washer and dryer

UTILITIES PAID SEPARATELY BY RESIDENT: Heat Electricity Telephone Cable TV
Water Sewer Garbage

Resident is responsible to have all utility bills, as indicated above, placed in their name before receiving keys to move in. Documentation will be required. In the event resident defaults under the lease, resident is responsible for monthly utilities until the apartment has been re-rented or the lease expires. Notwithstanding the above, resident is responsible for any utility administrative fees assessed by a government agency.

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is _____

1. **OCCUPANCY AND USE:** Only the person(s) listed above as Resident(s) may occupy the premises without prior written approval of Management. Written approval of Management is also required on all changes or additions of Residents. Resident(s) are required to conduct themselves in a manner (and their guests as well) that does not unreasonably disturb the peaceful enjoyment of other Resident(s). The premises and utilities may be used only for ordinary residential purposes.
2. **RENT AND APPLICATION OF PAYMENTS:** Rent is owed in the amount indicated above. Management reserves the right to apply monies received in the following order: (1) Security Deposit; (2) Late Fees; (3) NSF Fees; (4) Repair Expenses, (5) Attorney's Fees and (6) Rent.
3. **RENT INCENTIVES:** Any rent incentives furnished to Resident must be repaid if Resident does not fulfill the full original term of the lease agreement.
4. **LATE FEE AND RETURNED CHECK FEE:** The monthly rent shall be due on or before **THE FIRST DAY OF EACH MONTH** in advance with one rent check. If rent is not received at the end of the third day of the month, Resident shall be in default. Resident shall pay a late fee equal to 8% of delinquent rent for any rent received after the third day of the month. Resident shall pay the maximum amount allowed by state law for any rent check that does not clear the bank, in addition to all appropriate fees.
5. **SECURITY DEPOSIT.** The security deposit paid above shall be paid at the time of execution of this agreement to be held, applied and processed by Management in accordance with state law. If, at the end of the tenancy, Management receives more than one forwarding address for return of the security deposit, Management may return all or any part of the security deposit to any of the addresses left with Management. The entire deposit will remain with the Management team. The term "reasonable wear and tear" does not include burns, tears or stains in the flooring, or holes or discoloration of the walls.
6. **OPTION TO BUY-Right of First Refusal:** The above listed Resident will have an option to purchase the above mentioned property at an amount to be negotiated by both parties. The listed Resident can exercise its option to purchase the property at any time in which the listed Resident occupies the property. The Resident also understands that Property Owner will be able to continue to market the property for sale while the Resident occupies the property. If Property Owner receives an acceptable offer to purchase the property, the listed Resident will have the Right of First Refusal to purchase the property. If the listed Resident decides to exercise its' option, the Property Owner and listed Resident will negotiate a sale price and time to close in a spate purchase agreement. This lease will become null and void upon Closing. The listed Residents Security deposit will be applied to the properties purchase price at Closing. If the Property Owner receives an acceptable sale offer from an outside party, the Property Owner will present that offer to the listed Resident. The listed Resident will have 3 days to decide if they would like to match the offer. If within the 3 days the listed Resident declines its option to purchase the property, the Residents Right of First Refusal becomes null and void, and the Property Owner may exercise its' right to terminate this agreement and can issue the Resident a 60 day notice to vacate the property.
7. **TERMINATION OF LEASE:** Either party may terminate this agreement at the end of the lease period as defined above. In order for the notice of termination to be proper, it must be (a) written and (b) given on or before the first of the month, which is at least 60 days

Cass County Joint Water Resource District



Date: 10/24/2024

Agenda Item number: g.1

Subject: Contracting Actions for the CCJWRD

Recommended Action/Motion:

Recommend approval of the following contracting actions listed below.

Background/Key Points:

Task Order Amendment	Reason for Contract Action
Pifer's CCJWRD Task Order 1-Amendment 5	Pifer's Land Management scope for 2025. There is no budget associated with this Task Order. Pifer's receives 8% of the Gross Rental Revenue. The Gross Rental Revenue will be based on the cash rent payments of the total farmland acres under Pifer's farmland property management. Each cell in the OIN list will be a lease.

Attachments:

- EDCR Pifer's CCJWRD Task Order 1 Amendment 5

Co-Deputy Executive Director Contracting Recommendation Date: 10/08/2024**RECOMMENDATION FOR ACTION:**

The Co-Deputy Executive Director has reviewed and recommends approval of the following Contract Action(s).

SUMMARY OF CONTRACTING ACTION:

Per the contract review and approval procedures that were adopted by the Diversion Authority on November 10, 2016 and amended February 10, 2021, the Owner's Program Management Consultant (PMC) or the Authority's staff is directed to prepare task orders and task order amendments for existing Master Services Agreements (MSA) and submit them to the Co-Deputy Executive Director for review and action.

The following Contract Action(s) have been prepared:

Pifer's Land Management Group**Task Order 1 Amendment 5 - North Dakota Farmland Management** **\$0.00**

- Update the Pifer's Land Management scope for 2025. There is no budget associated with this Task Order.

BACKGROUND AND DISCUSSION:

The Owner and Contractor entered into an agreement in November 2023, to provide consulting services to the Diversion Authority.

This Task Order includes scope and fee for *Description*. The scope includes:

- Update the exhibit A table to reflect the 2025 scope.

See the table below for a summary of the contracting history for this task order, including this amendment.

SUMMARY OF CONTRACTING HISTORY AND CURRENT CONTRACT ACTION:

Original Agreement or Amendment	Budget Change	Initial or Revised Budget	Comments
Task Order 1 Amendment 0	\$-	\$-	Initial authorization of Task Order 1.
Task Order 1 Amendment 1	\$-	\$-	Update Exhibit A table to reflect scope for 2021.
Task Order 1 Amendment 2	\$-	\$-	Update Exhibit A table to reflect scope for 2022.
Task Order 1 Amendment 3	\$-	\$-	Update Exhibit A table to reflect scope for 2023.
Task Order 1 Amendment 4	\$-	\$-	Update Exhibit A table to reflect scope for 2024.
Task Order 1 Amendment 5	\$-	\$-	Update Exhibit A table to reflect scope for 2025.

The Authority Compliance Specialist prepared this task order amendment, and certifies the information is accurate,

complete, and ready for Co-Deputy Executive Director review.

ATTACHMENT(S):

1. DRAFT Pifer’s Task Order 1 Amendment 5

Prepared by: Compliance Specialist



Jessica Warren
Compliance Specialist, Metro Flood Diversion Authority

10/08/2024

Date

Submitted by:

Michael Redlinger Diversion Authority Co-Deputy Executive Director

Concur: X	Non-Concur:
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Cc: for CCJWRD

- Ken Lougheed, Chair, CCJWRD
- Sean Fredricks, Legal Advisor, CCJWRD
- John Shockley, Legal Advisor, Metro Flood Diversion Authority
- Paul Barthel, Program Manager, Jacobs
- Andy Albertson, Program Controls, Jacobs
- Kris Bakkegard, Director of Engineering, Metro Flood Diversion Authority
- Jodi Smith, Director of Lands and Compliance, Metro Flood Diversion Authority
- Eric Dodds, Lands Program Manager, AE2S
- Jessica Warren, Compliance Specialist, Metro Flood Diversion Authority

Proposed OIN 2025

507Y (Area 2)	507Y (Area 1) 508Y 510Y 15Y 16Y 17Y 18Y 19-22 21Y 22Y 590Y 2376Y 2377Y 2378Y	524Y
1221Y	221Y 222Y 1185Y1	2182 1990 9332N 9359N
1078X 1075Y	822Y2 823Y 1086X 1082 1097Y 1906 1083X 1083N 27N 817Y2 817Y3 818N1 816Y2	938Y
900Y 2368Y 8359 (North)	233Y	213N (portion)
511Y 512Y 897Y 9751Y 9747X	9162 9163 (west) 9164 9165	1979

884Y 885Y	523Y 937Y 935X	843 1890 1183Y 1184Y
561Y 1169X 1200X 2366Y 2367Y 8852Y	530Y 2372Y 9182Y	571Y 572 573Y 574Y 2363Y 2363Y1 724Y1 728Y1 729Y1 1166Y1 1168Y 1171Y
8923 (NE Corner)	717Y 9732Y	1089Y
546Y	1124	