

Moorhead - Clay County Joint Powers Authority



Thursday October 24th, 2024

Agenda

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Agenda Action
- 4) Approval of Minutes, September 26TH, 2024 [pg. 2-6](#) Action
- 5) Citizens to be heard
- 6) Project Updates
 - a. Property Acquisition Status Report (Eric) [pg. 7-13](#)
 - b. MN Litigation Action Update (Chris) [pg. 14-15](#)
- 7) Land Agent Reports
- 8) Acquisition
 - a. Willem Settlement Agreement Revision [pg. 16-17](#) Action
 - b. Ness Settlement Agreement Revision [pg. 18-19](#) Action
- 9) Relocation Reimbursement
 - a. OIN 1665 Buth Reimbursement Request (Ken) [pg. 20-27](#) Action
 - b. OIN 1305 Mortenson Reimbursement Request (Katie) [pg. 28-33](#) Action
- 10) Property Management
 - a. OIN 1861 Tree Removal Agreement (Madeline) [pg. 34-42](#) Action
- 11) Contracting Actions
 - a. Contracting Actions for MCCJPA (Jessica) [pg.43-46](#) Action
- 12) Adjourn

Moorhead - Clay County Joint Powers Authority (MCCJPA)

Thursday, September 26, 2024, 1:00 p.m.

Clay County Courthouse, Third Floor Meeting Rooms

In Person Meeting with Microsoft Teams Option Available

MINUTES

1) CALL TO ORDER

The meeting was called to order by Chair Campbell at 1:00 p.m.

2) ROLL CALL

City of Moorhead: Mayor Shelly Carlson – arrived at 1:33 p.m.

Council Member Chuck Hendrickson

Council Member Larry Seljevoll

Clay County: Commissioner Kevin Campbell

Commissioner Jenny Mongeau

BRRWD: Member Gerald Van Amburg

Others Present or on Microsoft Teams:

Jodi Smith, Lands & Compliance Director, Madeline Daudt, Land Specialist, and Jessica Warren, Compliance Specialist, Diversion Authority

Attorneys, Chris McShane, Kathryn McNamara and Lukas Andrud, Ohnstad Twichell Law

Eric Dodds and Dean Vetter, AE2S

Dale Ahlsten, Scott Stenger, ProSource

Katie Laidley and Ken Helvey, SRF Consulting

Stephen Larson and Sarah Hellem, Clay County staff

Bob Zimmerman, City of Moorhead

Doug Johnson, DKJ Appraisal

Chandler Dick, C3 Media

3) APPROVAL OF AGENDA

Commissioner Campbell stated there has been a request to move item 12 before item 7.

Commissioner Mongeau moved, and Member Van Amburg seconded, to approve the amended agenda. Motion carried.

4) APPROVAL OF MINUTES

Council Member Hendrickson moved, and Council Member Seljevoll seconded, to approve the minutes from August 22, 2024. Motion carried.

5) CITIZENS TO BE HEARD

There were no citizens to be heard.

6) PROJECT UPDATES

a. Property Acquisition Status Report

Eric Dodds, AE2S, referred to the packet and discussed the map stating green is good. The orange parcels are in eminent domain, the blue parcels indicate negotiations are still ongoing, the yellow parcels down by Wolverton are being appraised.

Mr. Dodds discussed the property acquisition progress stating the construction footprint is 97% complete with no change from the previous month. The only thing missing is there are two parcels on the North Dakota side that we've reached an agreement on, and they will be closing soon. The other portion of the missing 3% is property where we've acquired the land rights via eminent domain action in Minnesota, but we have not yet settled on value, so they're not technically 100% complete, which is why it's not reflected in the pie chart. Commissioner Campbell asked if this would impact the project completion date. Mr. Dodds stated no, the SE-4 contract has been awarded and will begin any day now, so we're free to proceed with construction on those properties. Chris McShane, Ohnstad Twichell, stated all the property rights need to be acquired, before the project can be operational, which we have acquired the property, it's just the just compensation component that is not done yet.

Mr. Dodds continued discussing the Property Acquisition Progress by MCCJPA is 59.9% complete, an increase of 0.8% from last month. The Southern Embankment & Associated Infrastructure remains at 71.1%, with no change, the Upstream Mitigation Area is 47% complete, an increase of 1.9% from last month, the UMA – Wolverton remains at 7.1%, with no change, and the Environmental Monitoring Easements remain at 82.5%, with no change. The Landowner Overview was discussed which shows owner groups and parcels broken down for the construction and UMA footprint with 96.6% of the owner groups complete for the Construction Footprint and 54.1% for the UMA Footprint.

The key activities are to continue negotiating settlement agreements for existing eminent domain actions. In the last month, successfully closed on 5 parcels/5 owners. 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 and 18 parcels/124.71 acres have been sold or pending closing. And for Minnesota properties, vacate dates for owners of occupied structures are April 1, 2025 for Clay County and June 1, 2024, for Wilkin County.

b. MN Litigation Action Update

Mr. McShane stated pages 16 and 17 of the packet indicates that we are in eminent domain with many properties in Minnesota, both in Clay and Wilkin counties. The status is that we have obtained the right-of-way necessary for all the footprint properties in Minnesota, SE-4 and SE-5, where the Courts have awarded an order saying that the right-of-way has been transferred to the project, but not yet setting a just compensation amount. The next step is to have a Commissioner hearing where the just compensation amount is set, and either party can appeal to the Commissioner's ruling of what that compensation amount could be. Commissioners have been appointed in Clay County, for the first two actions. Those Commissioners have been sworn in and are waiting to complete property inspections. We'd like to coordinate as many property inspections as possible, so the Commissioners can make good use of their time. To do that, we're trying to get them appointed in Wilkin County as well, as some properties cross the county line. For the landowners in Wilkin County, once we've acquired the right-of-way, we'd just be waiting for a Commissioner to be appointed. All but one landowner group in Wilkin County have stipulated to the same Commissioners, unfortunately one of the Commissioners is an attorney that has represented those landowners so we're trying to find a substitute Commissioner for that. Once a substitute Commissioner is appointed, those property inspections will take place. For the spots in the Southern Embankment where there is actually a fee taking, a survey will be conducted to mark the property for the Commissioners. Actions are pending in Wilkin County, and we've

been working on getting service on those property owners. We have landowners that are spread over 7 different states, multiple different counties across Minnesota, and unfortunately some that have passed away that are still showing up on record/title. We have a status conference set for Monday where we'll meet with the judge to update that the service has been completed on 90% of these landowners. Publishing will come next, followed by a hearing date.

c. LAND AGENT REPORTS

Katie Laidley, SRF Consulting, stated they are still working with landowners that aren't represented and helping with relocations, working with representation on the landowners that are represented, and helping out during mediation when needed.

Dale Ahlsten, ProSource, stated they continue to work with owners as they get to a point in their attorney representation, where we're allowed to work with them. We've been working on relocations, Rural Impact Mitigation Program (RIMP), and supporting condemnation and relocations.

7) APPRAISAL REVIEW

a. OIN 8795 Goulet Appraisal Review

Doug Johnson, DKJ Appraisal, stated OIN 8795 is a 1.72-acre rural residential site with a house and a two-car attached garage, 0.082 acres of flowage easement is being acquired on this property. Brian Field with Crown Appraisals Inc. completed these appraisals, and he indicated the before value was \$375,000.00, the after value was \$369,041.00. The difference for compensation and damages to the property is \$5,959.00. Mr. Field did that with the figuring of that the land value was damaged at 12.5% because of the flowage easement.

Council Member Hendrickson moved, and Council Member Seljevold seconded, to approve the appraisal review for OIN 8795 in the amount of \$5,959.00. Motion Carried.

b. OIN 8796 8797 Olthoff Appraisal Review

Mr. Johnson stated this property is a 0.82-acre rural residential site with a house and a garage. Mr. Field completed this appraisal as well and came in with an estimated before value of \$300,000.00, which consisted of \$80,000.00 value of the site and \$220,000.00 for the building. Mr. Field looked at the acquisition and again came up with a 12.5% degradation of value only to the land, the buildings are not affected.

Member Van Amburg moved, and Council Member Seljevold seconded, to approve the appraisal review for OIN 8796 and 8797 in the amount of \$5,854.00. Motion Carried.

8) ACQUISITION

a. OIN 1267 Blilie DRAFT RIMP Loan

Mr. Dodds stated during last month's meeting we brought forward the first step in the Rural Impact Mitigation Program (RIMP) approval process which is the step of eligibility. The Board did approve that this property is eligible for RIMP, which is based on it being an active farm/business in the impact area that is being displaced by the project. The next step is to prepare the RIMP loan report, which has been drafted. Typically, we'd offer that RIMP loan report to the property owner and use that in negotiations. There was some discussion about potentially building a ring levee for this property, however the owners wanted to see what the

RIMP loan report was before they made a formal decision. Today, we'd like the blessing to present the RIMP loan to the property owner and advance those discussions and hopefully reach a settlement.

Commissioner Campbell was happy that this was brought forward and stated the RIMP program is a significant program for some of the landowners and the fact that the Board is being made aware that this is in draft form, is good, and it lets us know that the process is still moving forward.

b. OIN 251X Amended Proposal for Farming Access

Dean, AE2S, stated the access on OIN 251X that is being constructed was proposed at \$9,500. It was later discovered that a metal culvert is required by Clay County, the existing estimate was based on a plastic culvert. The new proposal is set for \$10,265.

Commissioner Mongeau moved, and Council Member Hendrickson seconded, to approve OIN 251X Amended Proposal for farming access. Motion Carried.

9) CLOSED EXECUTIVE SESSION

a. Closed Executive Session pursuant to Minn. Stat. § 13D.05 subd. 3(b) and 3(c)(3) for attorney consultation regarding the purchase of property interests/settlement negotiations for the property identified as OIN 8528.

b. Closed Executive Session pursuant to Minn. Stat. § 13D.05 subd. 3(b) and 3(c)(3) for attorney consultation regarding the purchase of property interests/settlement negotiations for the property identified as OIN 1318.

Mr. McShane stated we can go into an executive session for both of these items at the same time because both items have the same reason for executive session which is Minn. Stat. § 13D.05 subd. 3(b) and 3(c)(3) for attorney consultation regarding the purchase of property interests/settlement negotiations for the property identified.

Council Member Seljevold moved, and Council Member Hendrickson seconded, to go into closed session at 1:21 p.m. Motion Carried.

Commissioner Mongeau moved, and Council Member Seljevold seconded, to come out of closed session at 1:40 p.m. Motion Carried.

10) ACTION ON NEGOTIATION SUMMARY FOR OIN 8528

Mr. McShane stated for the record, it's 1:40 p.m. on September 26, 2024.

Commissioner Campbell asked for there to be a briefing on the negotiation summary.

Mr. McShane stated this is the Leach Negotiation Summary for OIN 8528, which reads Andrew and Lisa Leech (Leech) will convey a flowage easement on OIN 8528, containing approximately 5 acres, as defined by survey. Leech will be allowed to continue to occupy and use the residence and outbuildings on OIN 8528 until November 1, 2025. MCCJPA will convey to Leech fee simple ownership of OIN 8527, subject to the exception and reservation of a flowage easement, as defined by survey. MCCJPA will pay Leech \$750,000.00, inclusive of the replacement housing differential payment (RHDP), as just compensation for the flowage easement on OIN 8528. Following the closing of the real estate transaction contemplated under the parties' settlement agreement, and following payment to Leech, the parties will execute and file

a stipulation to dismiss the eminent domain action, Civ. No 84-CV-24-284 with respect to Leech and flowage easement acquired from Leech. The MCCJPA will pay Leech reasonable attorneys' fees not to exceed \$42,485.30

Commissioner Campbell stated based on the reports from Mr. Dodds and Jodi Smith, Diversion Authority, we believe that this is consistent with other lands that we've dealt with in similar fashion.

Council Member Seljevold moved, and Council Member Hendrickson seconded, to approve the proposed settlement for OIN 8528. Motion carried.

11) ACTION ON NEGOTIATION SUMMARY FOR OIN 1318

Ken Helvey, SRF Consulting, discussed the negotiation summary for OIN 1318 for \$140,000.00. That total is reflective of \$95,000 for the land easement and \$45,000 for mitigating the structures to be allowed to remain in place. Additionally, the owners are also requesting \$1,000.00 for attorney's fees to review the documentation. The owners have also agreed to convey the necessary easement on the property owned by Nils Hanson (OIN 9157) for the last written offer amount of \$10,000. No additional board action is needed on this parcel as the Last Written Offer has already been approved.

Member Van Amburg moved, and Council Member Seljevold seconded, to approve the negotiation summary for OIN 8528. Motion carried.

12) LAND MANAGEMENT

a. OIN 1793 Livdahl Haying Agreement

Madeline Daudt, Diversion Authority, stated OIN 1793 was demolished on a work package in 2023 and is now a vacant lot. In order to maintain a lot this size we are bringing to the board a haying agreement to hay, weed and mow the area. The licensee would be responsible for ditch mowing as well, this agreement is at no cost to the board. This agreement would be set to expire 12/31/2025

Commissioner Mongeau moved, and Council Member Seljevold seconded, to approve the Haying Agreement for OIN 1793. Motion carried.

13) ADJOURN

The meeting was adjourned at 1:47 p.m.

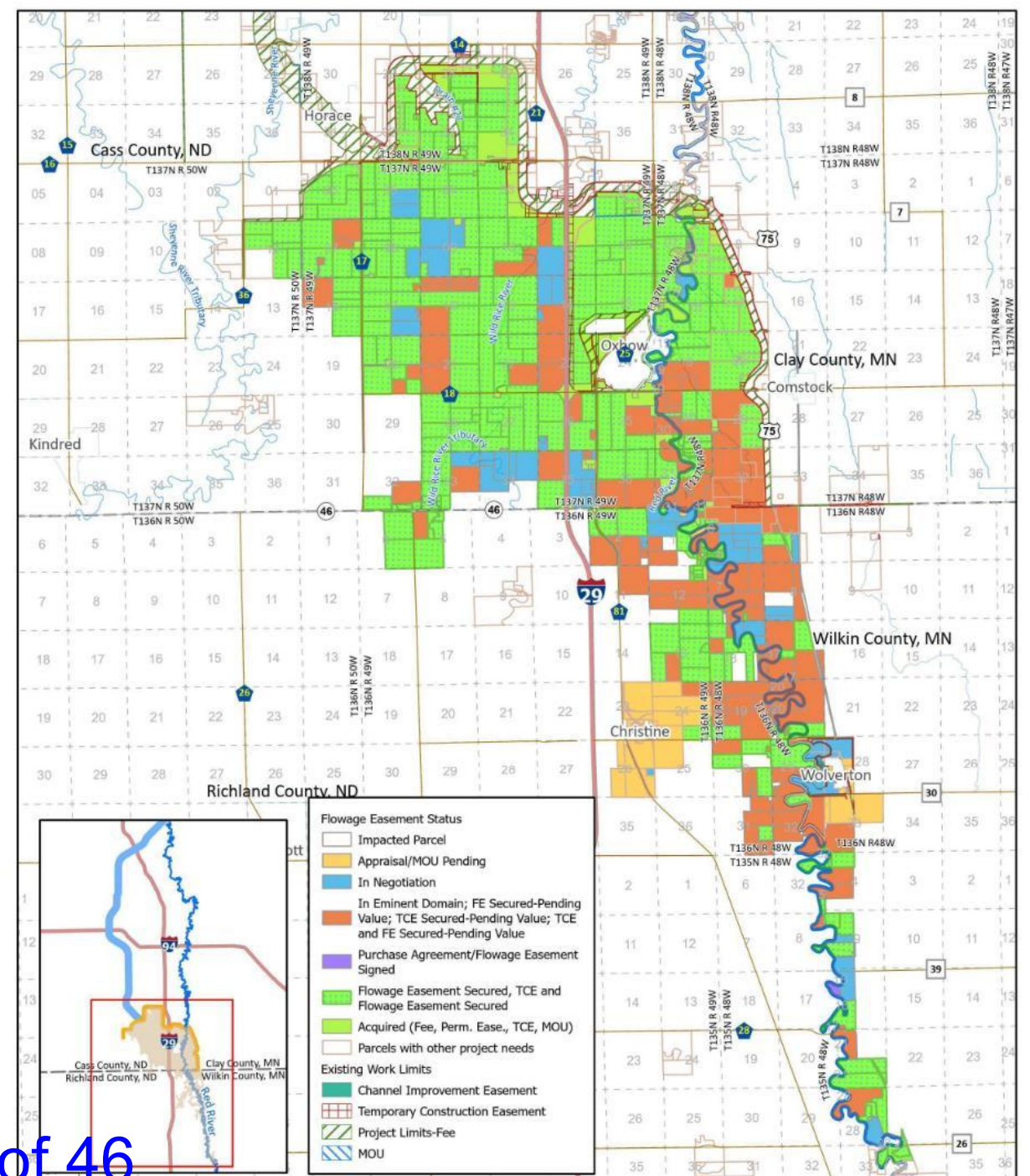
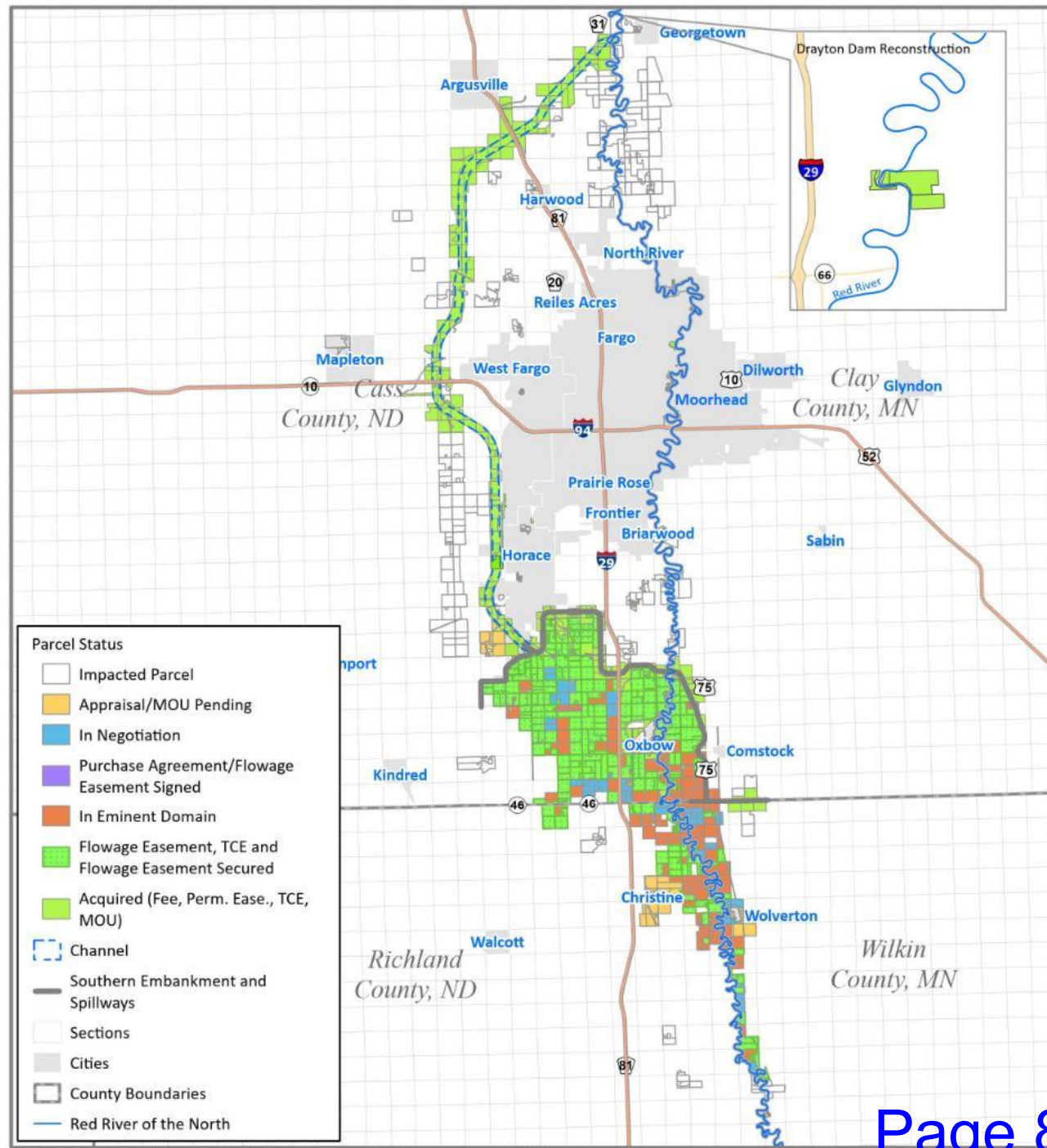
Stephen Larson, MCCJPA Secretary



METRO
FLOOD
DIVERSION
AUTHORITY

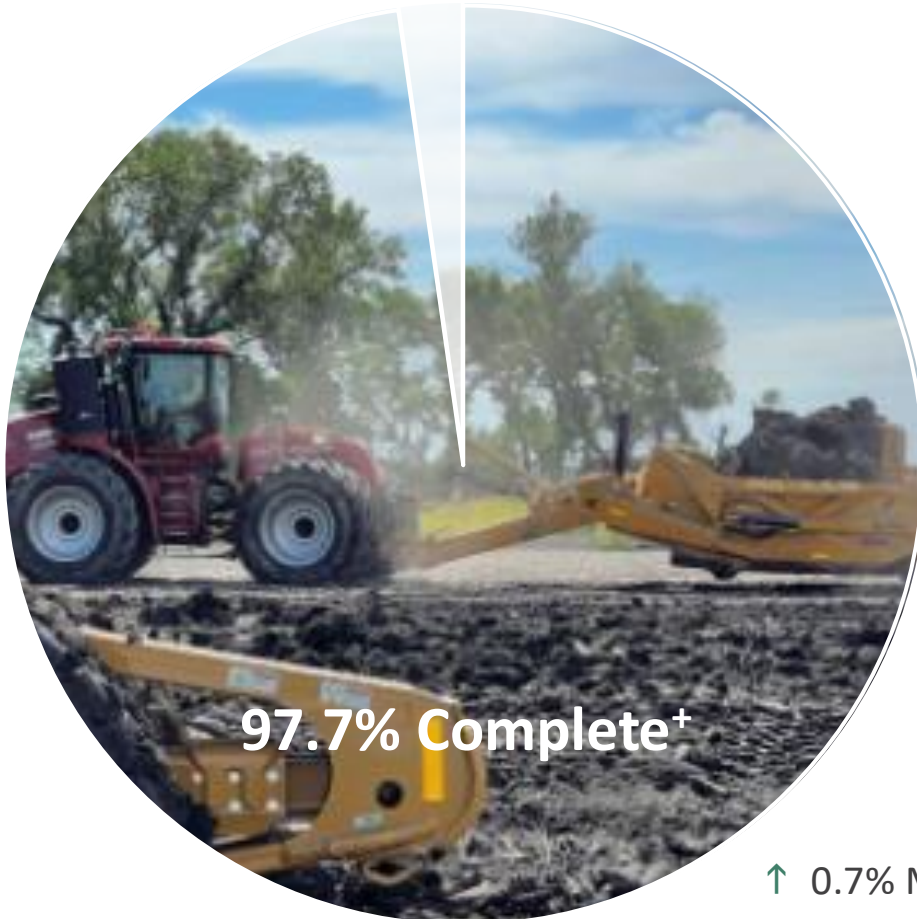
October 2024





Property Acquisition Progress

Construction Footprint*



↑ 0.7% MoM

UMA Footprint**

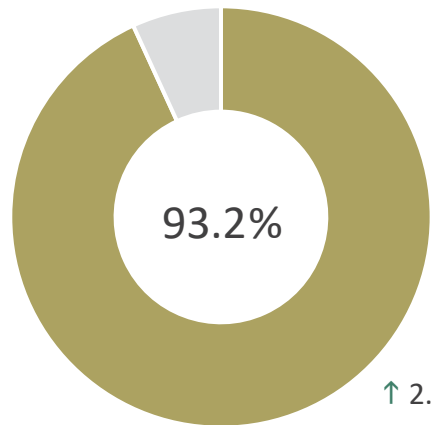


↑ 1% MoM

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

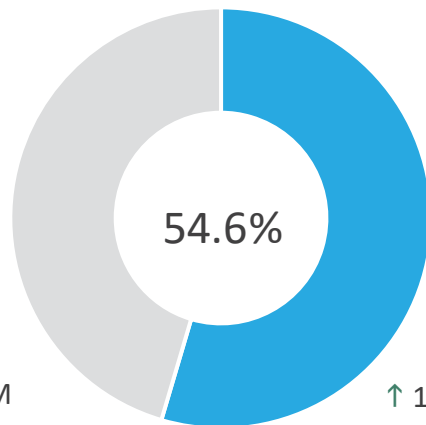
** Includes parcels for Christine and Wolverton
As of October 15, 2024

Property Acquisition Progress by Location



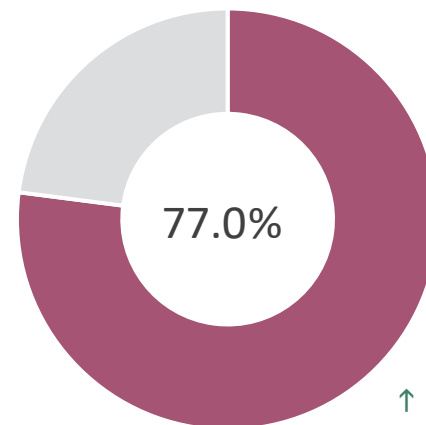
↑ 2.1% MoM

Southern Embankment & Associated Infrastructure



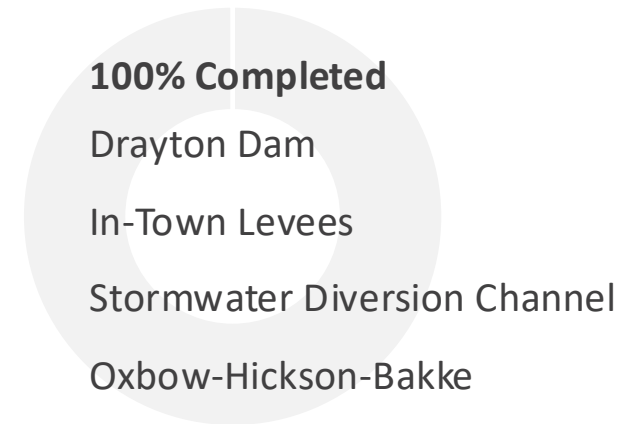
↑ 1% MoM

Upstream Mitigation Area

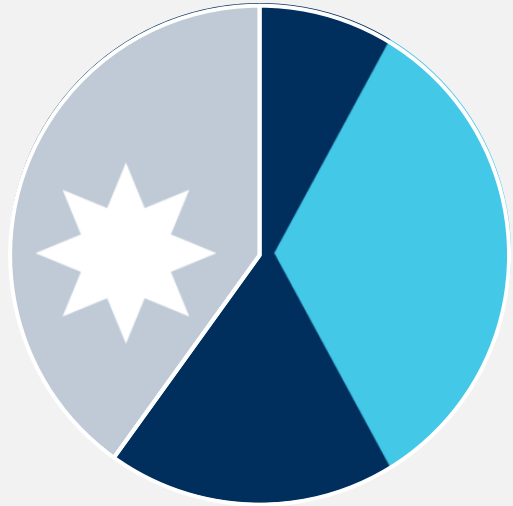


↑ 1.5% MoM

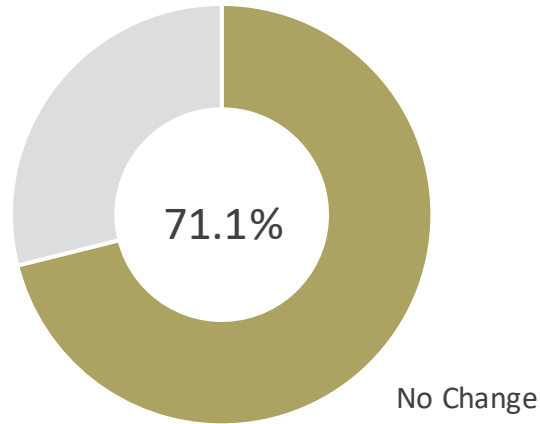
Environmental Monitoring Easements



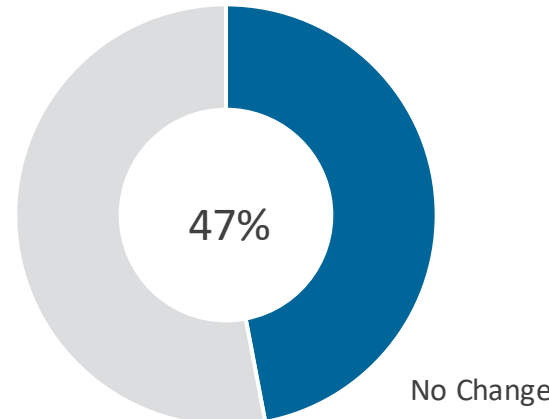
Property Acquisition Progress by MCCJPA



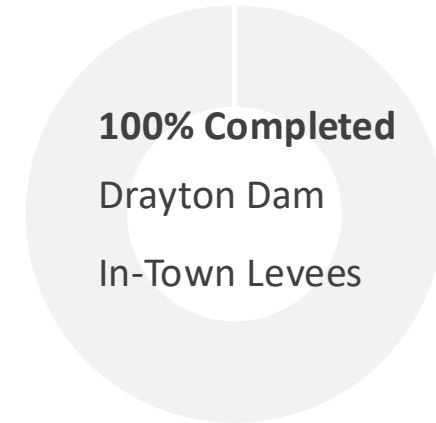
59.9% Complete
No Change



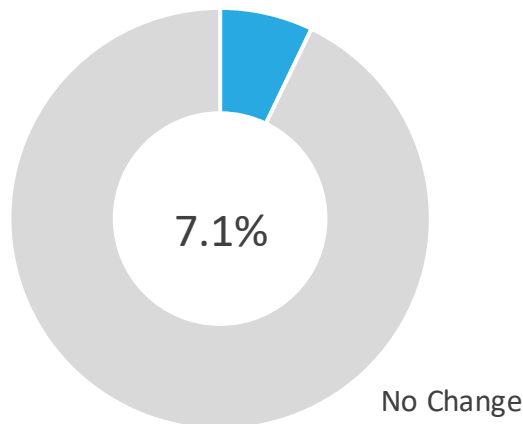
Southern Embankment &
Associated Infrastructure



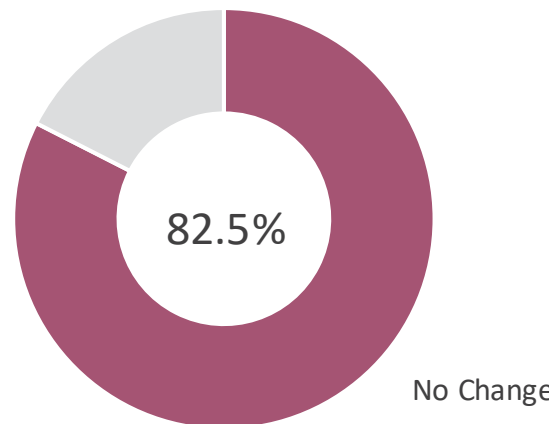
Upstream
Mitigation Area



100% Completed
Drayton Dam
In-Town Levees



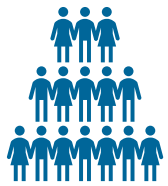
UMA-Wolverton



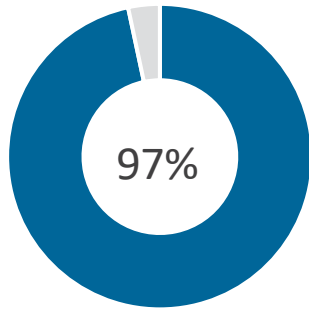
Environmental
Monitoring Assessments

Landowner Overview

Construction Footprint*



Landowners



298 Owner Groups

264 in ND & 35 in MN⁺

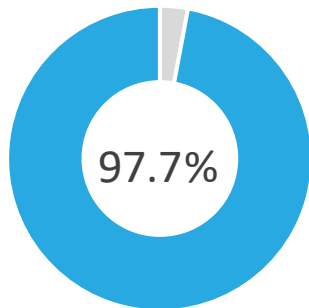
289 settlements achieved

10 in litigation

97% of owner groups have settled



Parcels



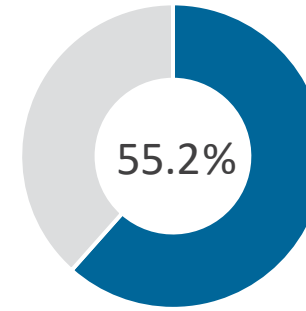
576 Parcels

563 settlements achieved

13 in litigation

97.7% of parcels have been acquired

UMA Footprint**



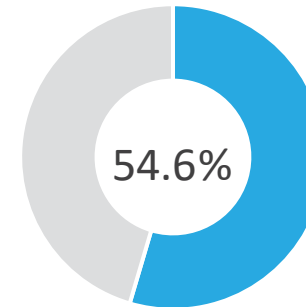
290 Owner Groups

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

MN Litigation Actions Summary Sheet

10/18/2024

Action #	OIN	Project	County	Acquisition Status	Necessity Hearing	Commissioner's Hearing	Property Owner	Prior Owner	Property Owner Legal Rep	Land Agent (Land Firm)	MCCJPA Legal Rep
1	5186	UMA	Wilkin	Settlement has been reached	12/17/2024		TIM & GENEVIEVE POEHLIS		NA	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
2	1822	SE-4	Clay	Settlement has been reached	3/27/2024		CLAY COUNTY	LARRY NESS	Aaland Law Office	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
3	1670	SE-4	Clay	Settlement has been reached	3/27/2024		CLAY COUNTY	LARRY NESS	Aaland Law Office	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
	1796	UMA	Clay	Settlement has been reached	3/27/2024		JUDITH NESS		Aaland Law Office	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
	1826	UMA	Clay	Settlement has been reached	3/27/2024		LARRY & JUDITH NESS		Aaland Law Office	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
	1824	UMA	Clay	Settlement has been reached	3/27/2024		LARRY NESS		Aaland Law Office	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
4	5061 1671 1672	UMA	Clay	Settlement has been reached	3/27/2024		MATTHEW & RACHEL NESS		Aaland Law Office	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
5	1272	SE-5	Wilkin	Settlement has been reached	3/26/2024		CITY OF MOORHEAD	MATTHEW & RACHEL NESS	Aaland Law Office	Ken Helvey (SRF)	Larkin Hoffman Rob Stefanowicz
6	5190	UMA	Wilkin	Settlement has been reached	12/17/2024		JOSEPH HULNE		NA	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
7	1794	UMA	Clay	Settlement has been reached	3/27/2024		RICHARD ALLEN WILLEM		Aaland Law Office	Dale Ahlsten (ProSource)	Larkin Hoffman Rob Stefanowicz
	1861	SE-4	Clay	Settlement has been reached	3/27/2024		CLAY COUNTY	RICHARD ALLEN WILLEM	Aaland Law Office	Dale Ahlsten (ProSource)	Larkin Hoffman Rob Stefanowicz
	1830	UMA	Clay	Settlement has been reached	3/27/2024		RICHARD ALLEN WILLEM		Aaland Law Office	Dale Ahlsten (ProSource)	Larkin Hoffman Rob Stefanowicz
	1795	UMA	Clay	Settlement has been reached	3/27/2024		RICHARD & JUDITH WILLEM & C/O ERNEST WILLEM		Aaland Law Office	Dale Ahlsten (ProSource)	Larkin Hoffman Rob Stefanowicz
8	8528	UMA	Wilkin	Settlement has been reached	12/17/2024		ANDREW G & LISA M LEECH		Aaland Law Office	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
9	1318	UMA	Wilkin	Settlement has been reached	12/17/2024		HANSON RIVER FARMS LLLP		NA	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
	9157	UMA	Wilkin	Settlement has been reached	12/17/2024		NILS C HANSON		NA	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
10	1845	SE-4	Clay	Aquired - Pending Value	3/25/2024		CLAY COUNTY	MARK & BARBARA ASKEGAARD	Aaland Law Office	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
11	1820	SE-5	Clay	Aquired - Pending Value	3/25/2024		CLAY COUNTY	CAROL LARSON RLT	NA	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
12	1261 1269	UMA	Wilkin	Aquired - Pending Value	3/26/2024		CITY OF MOORHEAD (1261N) LUTHER BLILLIE (1269)		Aaland Law Office	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
13	1270 9152	SE-5	Wilkin	Aquired - Pending Value	3/26/2024		CITY OF MOORHEAD	MARK & BARBARA ASKEGAARD	Aaland Law Office	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
14	1250	SE-4	Wilkin	Aquired - Pending Value	3/26/2024		CITY OF MOORHEAD	PAUL & JAMES QUINNILD	Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
15	1257	SE-4	Wilkin	Aquired - Pending Value	3/26/2024		CITY OF MOORHEAD	DANIEL & JAYNE OLSGAARD	Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
16	1276 1277	UMA	Wilkin	Aquired - Pending Value	3/26/2024		GARY & NANCY ISRAELSON		Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
	8356	SE-5	Wilkin	Aquired - Pending Value	3/26/2024		CITY OF MOORHEAD	GARY & NANCY ISRAELSON	Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
17	1315 1316 1317	UMA	Wilkin	Aquired - Pending Value	3/26/2024		JAMES NESS		Aaland Law Office	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
18	1833	SE-4	Clay	Aquired - Pending Value	3/27/2024		CLAY COUNTY	NESS FAMILY FARM LLP	Aaland Law Office	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
	1827	UMA	Clay	Aquired - Pending Value	3/27/2024		NESS FAMILY FARM LLP		Aaland Law Office	Reed Scherbel (SRF)	Larkin Hoffman Rob Stefanowicz
19	7102	UMA	Wilkin	In Eminent Domain	12/17/2024		MYRON P IHLAND		Aaland Law Office	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
20	5177	UMA	Wilkin	In Eminent Domain	12/17/2024		LEROY V & LINDA L DEUTSCHER		Aaland Law Office	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
21	1312	UMA	Wilkin	In Eminent Domain	12/17/2024		PAUL L & LILA JOHNSON		Aaland Law Office	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane

MN Litigation Actions Summary Sheet

10/18/2024

Action #	OIN	Project	County	Acquisition Status	Necessity Hearing	Commissioner's Hearing	Property Owner	Prior Owner	Property Owner Legal Rep	Land Agent (Land Firm)	MCCJPA Legal Rep
22	1324	UMA	Wilkin	In Eminent Domain	12/17/2024		JOSHUA & KARLI HITT		Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
23	1310 9153	UMA	Wilkin	In Eminent Domain	12/17/2024		MICHAEL F & DARLA L RUFER		Aaland Law Office	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
24	1297	UMA	Wilkin	In Eminent Domain	12/17/2024		DAVID & FRANK ISRAELSON		Aaland Law Office	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
25	1294 1265 1266	UMA	Wilkin	In Eminent Domain	12/17/2024		DAVID ISRAELSON		Aaland Law Office	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
26	5206 5208	UMA	Wilkin	In Eminent Domain	12/17/2024		ND ELLICKSON TRUSTEE, ETAL		Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
27	5170 5174	UMA	Wilkin	In Eminent Domain	12/17/2024		GARY D & JANIS R JOHNSON		NA	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
28	1303 9120	UMA	Wilkin	In Eminent Domain	12/17/2024		GRANT ISRAELSON		Aaland Law Office	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
29	1267 1268	UMA	Wilkin	In Eminent Domain	12/17/2024		KELLY S & STEFANIE BLILIE		Aaland Law Office	Dale Ahlsten (ProSource)	Ohnstad Twichell Chris McShane
30	1237 1256	UMA	Wilkin	In Eminent Domain	12/17/2024		DAVID ALAN NESS		Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
31	5173 5169	UMA	Wilkin	In Eminent Domain	12/17/2024		BRUCE NELSON		NA	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
32	1253 1262 7203	UMA	Wilkin	In Eminent Domain	12/17/2024		RON KRAGERUD		Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
33	1841	UMA	Clay	Aquired - Pending Value	7/26/2024		PHYLLIS M NELSON		Aaland Law Office	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
34	9233	UMA	Clay	In Eminent Domain	12/9/2024		RACHEL A MORGAN TRUST		Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
35	1689 1868 1690 1785	UMA	Clay	Aquired - Pending Value	7/26/2024		RHODA K UELAND		Aaland Law Office	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
36	5182 5183 5185	UMA	Wilkin	Eminent Domain Authorized			MARK MILLER		Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
	7107 7108	UMA	Wilkin	Eminent Domain Authorized			MARK & LISA MILLER		Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
37	1307	UMA	Wilkin	Eminent Domain Authorized			KYLE R NORDEN		Aaland Law Office	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
38	5188	UMA	Wilkin	In Eminent Domain	12/17/2024		DANIEL CAROL HANNEMAN		Aaland Law Office	Reed Scherbel (SRF)	Ohnstad Twichell Chris McShane
39	1306	UMA	Wilkin	In Eminent Domain	12/17/2024		DAVID ISRAELSON		Aaland Law Office	Katie Laidley (SRF)	Ohnstad Twichell Chris McShane
40	1271 1308 1309 1299	UMA	Wilkin	Eminent Domain Authorized			TIMOTHY A NESS TRUST		Aaland Law Office	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane
	1238 1239 1298 1249 1258 1259 1260	UMA	Wilkin	Eminent Domain Authorized			TIMOTHY & MONA NESS TRUSTEES		Aaland Law Office	Ken Helvey (SRF)	Ohnstad Twichell Chris McShane

Total OINs = 84

Total Actions = 40

Moorhead - Clay County Joint Powers Authority



DATE: 10/24/2024

Item Number: 8.a

Subject: Willem Settlement Agreement Revisions for OINs 1794 1795 1861 and 1830

Recommended Action:

Approve the revised settlement terms for OINs 1794, 1795, 1861, and 1830.

Background/Key Points:

At the August 1st MCCJPA Board Meeting, a settlement for the above noted OINs was presented and approved. The parties have continued to work through the details of the settlement agreement. Through those discussions, the landowner has requested the removal of the \$500/month lease back terms for the improvements located on OINs 1794 and 1795 because the landowner is retaining ownership of the underlying land. This request falls in line with past settlement agreements for the Project.

Below is the language that was approved in August. The only change as part of this request will be to remove the requirements noted in the 5th bullet point. The prior landowner will continue to occupy the improvements until October 1, 2025, but at zero cost.

- Richard Allen Willem, Judith M. Willem, and Kathleen M. Marx (“Willem”), will convey fee simple ownership of 27.46 acres, a temporary construction easement over 4.35 acres, and a permanent utility easement over 1.10 acres on OIN 1861.
- Willem will convey flowage easements over approximately 311 acres on OINs 1794, 1795, 1861, and 1830.
- Under the parties’ agreement, Willem will grant the MCCJPA a right-of-entry for cultural and environmental inspections on OINs 1794 and 1795.
- The MCCJPA will pay Willem a total of \$2,495,000 inclusive of the Replacement Housing Differential Payment (RHDP), and less the funds previously paid to Willem related to Civ. No. 14-CV-23-4107 (Clay County District Court) in the amount of \$1,906,150, upon closing of the real estate transactions contemplated under the parties’ agreement for the property rights conveyed by Willem as outlined above.
- ~~Upon closing, Willem will lease the improvements on OINs 1794 and 1795 from the MCCJPA for \$500 per month until 30 days’ written termination notice from Willem or until October 1, 2025, whichever occurs sooner.~~ Willem will continue to occupy improvements on OINs 1794 and 1795 until 30 days’ written termination notice from Willem or until October 1, 2025, whichever occurs sooner.

- MCCJPA will reimburse Willem for reasonable and eligible relocation costs and expenses in accordance with the Uniform Relocation Act, which may include residential moving and closing costs, actual moving costs, and business re-establishment costs.
- Following the closing of the of the real estate transaction contemplated under the parties' settlement agreement, and following payment to Willem, the parties will execute and file a stipulation to dismiss the eminent domain actions, Civ. No. 14-CV-23- 4107 with respect to Willem and the property interests acquired from Willem. and
- The District will reimburse Willem for reasonable attorneys' fees not to exceed \$32,300.

Attachments:

- OINs 1794, 1795, 1861, and 1830 Exhibit

Moorhead - Clay County Joint Powers Authority



DATE: 10/24/2024

Item Number: 8.b

Subject: Ness Settlement Agreement Revisions for OINs 1670N, 1822N, 1272N, 5061, 1671, 1672, 1822, 1670, 1796, 1826, 1824 and 1817

Recommended Action:

Approve the revised settlement terms for OINs 1670N, 1822N, 1272N, 5061, 1671, 1672, 1822, 1670, 1796, 1826, 1824 and 1817.

Background/Key Points:

At the July 10th MCCJPA Board Meeting, a settlement for the above noted OINs was presented and approved. The motion was amended at the August 1st MCCJPA Board meeting to reflect updated ownership of certain real property.

The parties have continued to work through the details of the settlement agreement. Through those discussions, the landowner has requested the removal of the \$500/month lease back terms for the improvements located on OINs 1824 and 1826 because the landowner is retaining ownership of the underlying land. This request falls in line with past settlement agreements for the Project.

Below is the language that was approved in August. The only change as part of this request will be to remove the requirements noted in the 7th bullet point. The prior landowner will continue to occupy the improvements until December 30, 2025, but at zero cost.

- Larry and Judith Ness, L & J Ness, LLLP, Matt Ness Farms, Inc., and Matthew and Rachel Ness (collectively "Ness") will convey fee simple ownership of approximately 60.97 acres on OINs 1670N, 1822N, and 1272N and a temporary construction easement of approximately 18.97 acres on OINs 1670N and 1822N.
- Ness will convey flowage easements over approximately 782 acres on OINs 5061 1671 1672 1822 1670 1796 1826 1824 to be determined more fully by survey.
- The flowage easement on OIN 1824 will include an area mapped out of Mitigation Zone 1 into Mitigation Zone 4C as approved by USACE and as determined more fully by survey.
- Ness will convey an environmental monitoring easement on OIN 1817.
- The MCCJPA will pay Ness a total of \$3,930,000 inclusive of the Replacement Housing Differential Payment (RHDP), and less the funds previously paid to Ness related to Civ. No. 14-

CV-23-4107 (Clay County District Court) in the amount of \$2,909,993, and also less the funds previously paid to Ness in Civ. No. 84-CV-23-505 (Wilkin County District Court) in the amount of \$500, upon closing of the real estate transactions contemplated under the parties' agreement for the property rights conveyed by Ness as outlined above.

- In addition, the MCCJPA will pay Ness \$1,200,000 as just compensation for the contributory value of the nonresidential improvements on OINs 1824 and 1826.
- ~~Upon closing, Ness will lease the improvements on OINs 1824 and 1826 from the MCCJPA for \$500 per month until 30 days' written termination notice from Ness or until December 30, 2025, whichever occurs sooner.~~ Ness will continue to occupy improvements on OINs 1824 and 1826 until 30 days' written termination notice from Ness or until December 30, 2025, whichever occurs sooner.
- MCCJPA will reimburse Ness for reasonable and eligible relocation costs and expenses in accordance with the Uniform Relocation Act, which may include residential moving and closing costs, commercial actual moving costs, and business re-establishment costs.
- The MCCJPA approves a RIMP loan for Matt Ness Farms, Inc. in the total amount of \$1,500,000, secured by a mortgage encumbering the property on which the replacement improvements are constructed; the parties' agreement will require the RIMP loan funds to be placed in an escrow fund, and Ness must first spend the \$1,200,000 contributory value cash payment outlined above, on such improvements, before accessing the RIMP loan funds.
- Under the parties' agreement, Ness will grant the District right-of-entry for cultural and environmental inspections on OINs 1824 and 1826.
- Following the closing of the of the real estate transaction contemplated under the parties' settlement agreement, and following payment to Ness, the parties will execute and file a stipulation to dismiss the eminent domain actions, Civ. No. 14-CV-23-4107 and Civ. No. 84-CV-23-505 with respect to Ness and Ness' property described in such actions.
- The District will reimburse Ness for reasonable attorneys' fees, fees for Ness's prior attorney, appraisal fees, other consultant fees and litigation expenses, not to exceed \$152,000.

Attachments:

- OINs 1670N, 1822N, 1272N, 5061, 1671, 1672,1822, 1670, 1796, 1826, 1824 and 1817 Exhibit

Moorhead - Clay County Joint Powers Authority



DATE: 10/24/2024

Item number: 9.a

Subject: OIN 1665 Buth Reimbursement Request

Recommendation/Actions Needed

Recommend the board approve the reimbursement request in the amount of \$12,069.54.

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 1665	Morgan Buth & David Dobis	UMA	Relocation Reimbursement	\$12,069.54
*Invoice Receipts will be available upon request				Total Claim	\$12,069.54

We recommend that the MCCJPA 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 documents



October 16, 2024

SRF No. 13820.0029C

MOORHEAD CLAY COUNTY JOINT POWERS AUTHORITY
Attn: Kevin Campbell
C/o Cass County
PO Box 280
Moorhead, MN 56560

SUBJECT: ACTUAL MOVE COSTS CLAIM
MORGAN BUTH AND DAVID DOBIS
16716 3RD STREET SOUTH, MOORHEAD, MN
PARCEL # 1665

Dear Mr. Campbell:

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

SRF is recommending payment as follows:

ACH Transfer to Morgan Buth and David Dobis \$12,069.54

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 "Ken Helvey". The signature is stylized and fluid.

Ken Helvey
Senior Project Director- Real Estate Services
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) CLAIM FORM FOR ACTUAL MOVING COSTS
- 3) NARRATIVE ON ACTUAL MOVING COSTS, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
- 4) CERTIFICATION OF CLAIM

SUMMARY

Occupant (Claimant) Name: Morgan Buth and David Dobis

Project Site Address: 16716 3rd Street South, Moorhead, MN

Occupancy Description: Homeowner

Type of Benefits This Claim: 180-Day Homeowner Actual Move Costs Claim

Claim Summary:

Actual Move Cost	\$12,069.54
Incidental Closing Costs Payment	\$ 4,009.00
Interest Differential Payment	\$86,351.88
Total Amount of This Claim:	\$102,430.42
Payments Received	\$ 90,360.88
Total Due at This Time:	<u>\$ 12,069.54</u>

SRF is recommending payment as follows:


ACH Transfer to Morgan Buth and David Dobis \$12,069.54

RESIDENTIAL MOVING COSTS CLAIM

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

Advance Claim Partial Claim Final Claim

FOR OFFICIAL USE ONLY	
Name (Payee)	<u>Morgan Buth and David Dobis</u>
OIN	<u>1665</u>
County	<u>Cass</u>
Prop. Owner	<u>Morgan Buth and David Dobis</u>
Prop. Address	<u>16716 3rd Street South</u>
City/State/Zip	<u>Moorhead, MN 56560</u>
Type of Acq.	<input checked="" type="checkbox"/> Direct Purchase <input type="checkbox"/> ED

FOR OFFICIAL USE ONLY	
Amount Claimed	<u>\$12,069.54</u>
Approved Amount	<u>\$12,069.54</u>
Approved by	 _____ Relocation Manager
Date Application Approved	<u>10/16/24</u>
Make Payment to:	
ACH Transfer to Morgan Buth and David Dobis	

FOR OFFICIAL USE ONLY	
<input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Owner	X- Receipted Bills _____
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>1024 100th Avenue South</u>
City	<u>Moorhead</u> STATE <u>MN</u>

Name of Mover	_____	Date 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: CCJWRD

Date _____

Name (print) Morgan Buth and David Dobis

Signature _____

Signature _____

Telephone _____

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

CCJWRD 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 CCJWRD 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.

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 _____ Date _____

Relocation Counselor  _____ Date 10/16/24

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: 1665

Occupant Name: Morgan Buth and David Dobis

1. Actual Move of General Personal Property:	\$11,776.76
2. Internet Reconnection:	\$ 100.00
3. Move & Reconnection of Water Softener:	\$ 178.50
4. Packing Tape:	\$ 14.28

Total Amount of Claim: \$12,069.54

Amount Due: \$12,069.54

Remarks:

1. Enclosed, please find a documented self-move log from Morgan Buth and David Dobis for the move of their general property to the replacement location. Payment is \$30.00 an hour based off the North Dakota Living Wage calculator for the man hours. Morgan Buth and David Dobis submitted for 383 hours for a total of \$11,490.00. They also submitted for reimbursement of their mileage. 428 miles x \$0.67 (IRS allowable rate for 2024) = \$286.76. Total reimbursement for the move is \$11,776.76.
2. Morgan Buth and David Dobis submitted a chat string from Midco documenting the amount of \$100.00 for their internet reconnection.
3. Morgan Buth and David Dobis submitted a paid invoice from Lindsay's Crystal Pure Water Inc. in the amount of \$178.50 for the move and reconnection of their water softener.
4. Morgan Buth and David Dobis submitted a receipt from Amazon in the amount of \$14.28 for packing tape purchased to tape boxes for the move of their personal property.

Moorhead - Clay County Joint Powers Authority



DATE: 10/24/2024

Item number: 9.b

Subject: OIN 1305 Mortenson Reimbursement Request

Recommendation/Actions Needed

Recommend the board approve the reimbursement request in the amount of \$63,361.00

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 1305	Michele Mortenson	UMA	Relocation Reimbursement	\$63,361.00
*Invoice Receipts will be available upon request				Total Claim	\$63,361.00

We recommend that the MCCJPA 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 documents



October 24, 2024

SRF No. 13820.0029

MOORHEAD CLAY COUNTY JOINT POWERS AUTHORITY
Attn: Kevin Campbell
C/o Cass County
PO Box 280
Moorhead, MN 56560

SUBJECT: REPLACEMENT HOUSING CLAIM
MICHELE MORTENSON/ CONEY
1052 120TH ST, WOLVERTON, MN 56594
PARCEL # OIN 1305

Dear Mr. Campbell:

Transmitted herewith is the relocation claim covering the replacement housing benefits for the above-referenced owner 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 Payment: Michele Mortenson/Coney \$63,361.00

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 fluid and cursive, with a long horizontal stroke at the end.

Katie Laidley
Real Estate Specialist III

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 ELIGIBILITY
- 3) CLAIM FORM FOR REPLACEMENT HOUSING PAYMENT ASSISTANCE
- 4) CLAIM FORM FOR REPLACEMENT HOUSING INCIDENTAL EXPENSE
- 5) NARRATIVE ON ACTUAL MOVING COSTS, INDIVIDUALIZED COMMENTS, AND RELATED DOCUMENTATION
- 6) CERTIFICATION OF CLAIM

SUMMARY

OIN: 1305
Occupant (Claimant) Names: Michele Mortenson/Coney
Project Site Address: 1052 120th St, Wolverton, MN 56594
Occupancy Description: 180 Day Homeowner

Type of Benefits This Claim: Price Differential and Incidental Closing Cost Claim

Claim Summary:

Price Differential Claim:	\$113,194.00
Incidental Closing Costs:	\$ 167.00
Total Amount of This Claim:	\$113,361.00
Previously Paid:	\$ 50,000.00
Total Due at This Time:	<u>\$ 63,361.00</u>

Please make payments in the following manner:

ACH Payment: Michele Coney \$ 63,361.00



March 25, 2024

SRF No. 13820.0290

Michele Mortenson
1052 120th Street
Wolverton, MN 56594

In reply refer to: Moorhead Clay County Joint Powers Authority Board (MCCJPA) Project
Parcel No. OIN 1305
Address: 1052 120th Street

Dear Michele,

This is a **REVISED NOTICE OF RELOCATION ELIGIBILITY**. 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). You are now eligible for relocation assistance.

To assist in covering your costs of moving, you may choose either (1) a payment for your actual reasonable moving and related expenses, limited to a distance of 50 miles, or (2) a fixed payment based on the number of rooms you furnish and occupy.

Also, if you owned and occupied your home for at least 180 days and you buy a decent, safe and sanitary replacement house, you may receive a replacement housing payment to assist in covering the following costs:

1. Differential Amount. If you must pay more to buy a comparable replacement home than you receive for your present home, this amount will cover the difference within certain limits.
2. Incidental Expenses. This amount covers some costs incidental to settlement on your new home, such as recording fees, the title insurance premium, and appraisal fees.
3. Increased Mortgage Interest Costs. This amount will help compensate for some additional interest costs that would be incurred if you have a mortgage on your home and must pay a higher interest rate on a mortgage on your replacement home.

Listed below are properties similar to yours which are currently available for purchase. We have chosen the listed property at 7152 41st Street North, Moorhead, MN to use as your “comparable” home in determining your replacement housing benefits as described above.

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010 Fax: 1.866.440.6364

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	Address	Asking Price
1.	7152 41st Street North, Moorhead	\$350,000
2.	6828 70th Street South, Sabin	\$324,500

The “comparable” home listed above has an asking price of \$350,000. Based on the adjusted acquisition price (\$225,100) for your present home and the \$350,000 comparable dwelling price, you may be eligible for a replacement housing differential payment of up to \$124,900. This is the maximum differential payment which you may receive. If your actual replacement home costs less than \$350,000, the differential payment would be based on your actual replacement home purchase price.

We will explain the basis for the selection of this listing and, if necessary, we will provide you with additional referrals. We will not base your payment on any unit that is not a “comparable replacement home”.

You have been provided with a booklet that describes the relocation benefit program. Please read the booklet carefully. It explains your rights and some things you must do to obtain a payment. (For example, to receive a replacement housing payment you must purchase and move to a decent, safe and sanitary home within one year after you move or receive your final acquisition payment, if later).

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

If you have any questions, please call us. We can be reached by calling 701-893-7411. We are sure that we can answer your questions.

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

Sincerely,

SRF CONSULTING GROUP, INC.



Katie Laidley
701-893-7411
KLaidley@srfconsulting.com

Moorhead - Clay County Joint Powers Authority



DATE: 10/24/2024

Item number: 10.a

Subject: OIN 1861 Tree Removal Agreement

Recommendation/Actions Needed

Recommend the board approve the Tree Removal Agreement for OIN 1861.

Background/Key Points:

The District is removing tree's in the SE-4 Project Limits. A small portion outside of the footprint is desired to be removed to easily remove the whole section. OIN 1861 property owner is accommodating to this request.

Attachments:

- OIN 1861 Tree Removal Agreement

TREE REMOVAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2024, by Richard Allen Willem, Judith M. Willem, and Kathleen M. Marx, whose post office address is 16587 - 3rd Street S, Moorhead, MN 56560 (“Owner”); and the Moorhead-Clay County Joint Powers Authority, whose post office address is 3510 12th Avenue S, Moorhead, MN 56560 (the “District”).

RECITALS

A. The Grantor owns the following real property in Clay County, Minnesota:

OIN 1861

The NW1/4 and North Half of NE1/4 (N1/2NE1/4) of Section 29, Township 137 North, Range 48 West of the Fifth Principal Meridian, Clay County, Minnesota, Less Highway.

The property described above is the “Property.” An exhibit map of the property is attached hereto as **Exhibit “A”** (the “Map”).

B. The District desires to remove certain trees and shrubbery from the south boundary of the Property as identified on the Map.

C. The Grantor desires to accommodate this request subject to the terms and conditions contained in this Agreement.

D. Upon completion of tree and shrubbery removal, the District shall level the ground in the approximate vicinity where tree and shrubbery removal are completed and shall leave the Property in a fallow field condition, subject to the terms and conditions contained in this Agreement.

In consideration of \$1.00, the parties’ 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. Use of the Easement Property. The Grantor grants and conveys to the District and those acting with the District's consent, a temporary easement to enter upon the property, subject to all of the terms and conditions contained in this Agreement for ingress and egress upon and over the Property for removing trees, shrubs, and underbrush from the Property and related activities.

The District's rights under this Agreement are subject to the following terms:

- a. The District may cut and remove trees and shrubbery from the south portion of the Property as identified on the Map at its sole discretion.
- b. The District may use machinery, tools, equipment and supplies necessary for the removal of trees and shrubbery, as required under this Agreement.
- c. The District may only park necessary equipment on the Property and in a manner that does not interfere with any farming activity of the tenant or Grantor.
- d. The District will not park or store any equipment or supplies not necessary or incidental to tree and shrubbery removal which the District is completing on the Property.
- e. Grantor will not be entitled to any compensation from the District for any cost and expense incurred as a result of the District's tree and shrubbery removal activities under this Agreement.
- f. The District may only access the Property from adjacent public roads.
- g. The District shall immediately remove the selected trees and all equipment at the termination of this Agreement; however, under no circumstance, shall the District remove trees, shrubbery or equipment at a time of wet ground conditions, so as to not create unnecessary damage to the ground, access approach and access roads.
- h. The District must evenly grade all areas of the Property disturbed by its' tree removal activities. The District shall fill and grade any and all ruts created by the District at the termination of this Agreement.

2. Term. The District's rights under this Agreement will commence upon the parties execution of this Agreement and automatically expire upon the sooner of December 31, 2024, or upon the District's written notice to Grantor of its completion of tree removal, in its sole discretion.

3. Priority and Use. The parties agree the District's use of the Property may require and include temporary distractions or interference with Grantor's use of the Property.

4. Forbearance. The failure or delay 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.

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

6. **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.

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

8. **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.

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

10. **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.

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

(Signatures appear on following pages.)

**Exhibit "A"
Map**



Moorhead - Clay County Joint Powers Authority



DATE: 10/24/2024

Item number: 11.a

Subject: Contracting Actions for the MCCJPA

Recommendation/Actions Needed:

Recommend approval of the following contracting actions listed below.

Background/Key Points:

Task Order Amendment	Reason for Contract Action
Pifer's 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 Pifers 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 - Minnesota Farmland Management Services** \$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:

Robert Wilson Diversion Authority Co-Deputy Executive Director
Concur: <input checked="" type="checkbox"/> <input type="checkbox"/> Non-Concur:

Cc: for MCCJPA

- Steve Larson, Administrator, Clay County
- Bob Zimmerman, City Engineer, Moorhead
- 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

Proposed OIN 2025
249X2 251Y
249X1 254Y 253Y1
255X 256Y2 253Y2 253Y3 1638Y 1850X2
1650X2
1840Y
1811
1834 (East Portion) 1783Y
250Y