

# Land Management Committee Agenda



## Diversion Authority Land Management Committee

December 17, 2025 @ 3:00pm CST

This meeting will be in-person at Fargo City Hall Commission Chambers (225 4<sup>th</sup> St N, Fargo ND 58102).

1. Call to Order
  - a. Roll call of Members
2. Approve minutes from October 22, 2025  
[Attachment 01.00] (Pg. 2)
3. Approve Order of Agenda
4. OINs 9576, 9577, 9578, & 9579 Former Oxbow/Hickson Elevator Site Sale of Excess Land Recommendation [Attachment 02.00] (Pg. 4)
5. OINs 1665, 1792, 1793 & 1802 Heartland Seed-Anderson-Buth Site Sale of Excess Land Recommendation [Attachment 03.00] (Pg. 15)
6. Forest Mitigation Sites Deed Restriction  
[Attachment 04.00] (Pg. 22)
7. Rail Corridor Update (OINs 7249 & 7234BCD)
8. Horace Elevator Site Update
9. Crop Loss Program Update  
[Attachment 05.00] (Pg. 32)
10. Post Operation Debris Removal and Restoration Plan and Sub Committee Development  
[Attachment 06.00] (Pg. 38)
11. Other Business
12. Next Meeting: To Be Determined
13. Adjournment

---

### MEDIA AND PUBLIC PARTICIPATION INFORMATION

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

- View the Meeting on Fargo TV or at [www.TVFargo.com](http://www.TVFargo.com)
- View the Meeting on the City of Fargo's Facebook.

# Metro Flood Diversion Authority Land Management Committee Meeting Minutes

**3:00 PM October 22, 2025**

City of Fargo Commission Chambers

A meeting of the Metro Flood Diversion Authority Land Management Committee was held on October 22, 2025. The following members were present: Duane Breitling, Cass County Commissioner; Matt Stamness, Cass County Engineer; Brenda Derrig, Assistant Administrator, City of Fargo; Bob Zimmerman, Moorhead City Engineer; Jake Gust, Cass County Joint Water Resource District; Jenny Mongeau, Clay County Commissioner; Nathan Boerboom, Fargo Division Engineer; Michelle Turnberg, Fargo City Commissioner and Tim Flakoll, Cass County Commissioner

Member(s) absent: Kevin Campbell, Clay County Commissioner and Deb White, Moorhead City Council.

**1. CALL TO ORDER**

Mr. Breitling called the meeting to order at 3 PM, roll call was taken and a quorum was present.

**2. APPROVE THE MEETING MINUTES FROM THE AUGUST 2025 MEETING**

**MOTION PASSED**

**Mr. Zimmerman moved to approve the minutes from August 2025, and Mr. Boerboom seconded the motion. On a voice vote, the motion carried.**

**3. APPROVE THE ORDER OF THE AGENDA**

**MOTION PASSED**

**Mr. Flakoll moved to approve the order of the agenda as presented and Mr. Stamness seconded the motion. On a voice vote, the motion carried.**

**4. OIN 831 SALE OF EXCESS LAND RECOMMENDATION**

Mr. Fisher introduced OIN 831 and asked for approval to sell the parcel per the Excess Lands Policy. OIN 831 is in North Dakota on the corner of County Road 16 and 171st Ave SE in the Upstream Mitigation Area associated with the Comprehensive Project. The parcel is 8.4 acres.

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 and the buildings on the parcel have been removed, and the site has been restored. Any future sale will need to reserve a flowage easement to ensure no future development. The proposed sale price is \$42,000.

**MOTION PASSED**

**Ms. Derrig moved to approve the sale of OIN 831 per the Excess Lands Policy and Mr. Gust seconded the motion. On a roll call vote, the motion carried.**

**5. OIN 9258 SALE OF EXCESS LAND RECOMMENDATION**

Mr. Fisher introduced OIN 9258 and asked for approval to sell the parcel per the Excess Lands Policy. OIN 9258 is in North Dakota along 174th Ave SE right at the section where it merges with 55th St SE in the Upstream Mitigation Area associated with the Comprehensive Project. The parcel is 12.37 acres.

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 buildings on the parcel have been removed, and the site has been restored. Any future sale will need to reserve a flowage easement over 9.58 acres to ensure no future development. The proposed sale price is \$180,000.

**MOTION PASSED**

**Mr. Flakoll moved to approve the sale of OIN 9258 per the Excess Lands Policy and Mr. Stamness seconded the motion. On a roll call vote, the motion carried.**

**6. OIN 9182Y SALE OF EXCESS LAND RECOMMENDATION**

Mr. Fisher introduced OIN 9182Y and asked for approval to sell the parcel per the Excess Lands Policy. OIN 9182Y is located along the Diversion Channel and Associated Infrastructure (DCAI) roughly 1 mile from the northern most portion of the DCAI where flood waters would flow back into the Red River. The former owner desired a full buyout of OINs 9182 and 1220. The parcel is .56 acres.

This parcel is a remnant of larger parcel OIN 9182 which was directly impacted by construction. This remnant is not impacted by construction and is no longer needed for the Project. The proposed sale price is \$3,000.

**MOTION PASSED**

**Ms. Mongeau moved to approve the sale of OIN 9182Y per the Excess Lands Policy and Mr. Boerboom seconded the motion. On a roll call vote, the motion carried.**

**7. HORACE ELEVATOR SITE UPDATE**

Mr. Fisher reported that a Request for Qualifications (RFQ) was sent out to ten commercial realtors to assess their qualifications, communication style and advice on a marketing strategy for the sale of the Horace Elevator site. Three RFQs were received back, and after careful evaluation, the Horizon Real Estate Group was selected to list and sell the elevator site.

**8. OTHER BUSINESS**

There was no other business.

**9. NEXT MEETING**

To be determined.

**10. ADJOURNMENT**

Mr. Flakoll moved to adjourn, and Mr. Gust seconded the motion. The meeting adjourned at 3:13 PM.

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Jason Benson, Executive Director  
Cc: John Shockley, MFDA Legal Counsel  
Date: December 17, 2025  
Re: OINs 9576, 9577, 9578, and 9579 (9576-9579) Excess Land Recommendation

---

## RECOMMENDATION/ACTIONS NEEDED:

Approve OINs 9576-9579 (10.01 acres) 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.

This property is impacted by a utility easement related to the storm sewer that has been installed. As part of this sale this existing easement will need to be retained to allow access to maintain the storm sewer.

## ATTACHMENTS:

- Excess Lands Recommendation – OINs 9576-9579



# Memorandum

TO: Jason Benson, Executive Director

FROM: Justin Fisher, Director of Lands and Compliance

DATE: December 3, 2025

RE: Excess Lands Recommendation – OINs 9576, 9577, 9578, and 9579

## 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 OINs 9576, 9577, 9578, and 9579 as Excess Land.

## 2. Pertinent Facts Regarding OINs 9576, 9577, 9578, and 9579

Description of Parcel(s)	See Exhibit A for a map showing the parcels recommended as excess land.
Legal Description	See Exhibit B for legal description for the parcels recommended as excess land.
Asset Parcel(s) Size	OIN 9576 – 0.50 acres OIN 9577 – 3.24 acres OIN 9578 – 0.44 acres OIN 9579 – 5.83 acres <div style="text-align: right;"><b>Total = 10.01</b></div>

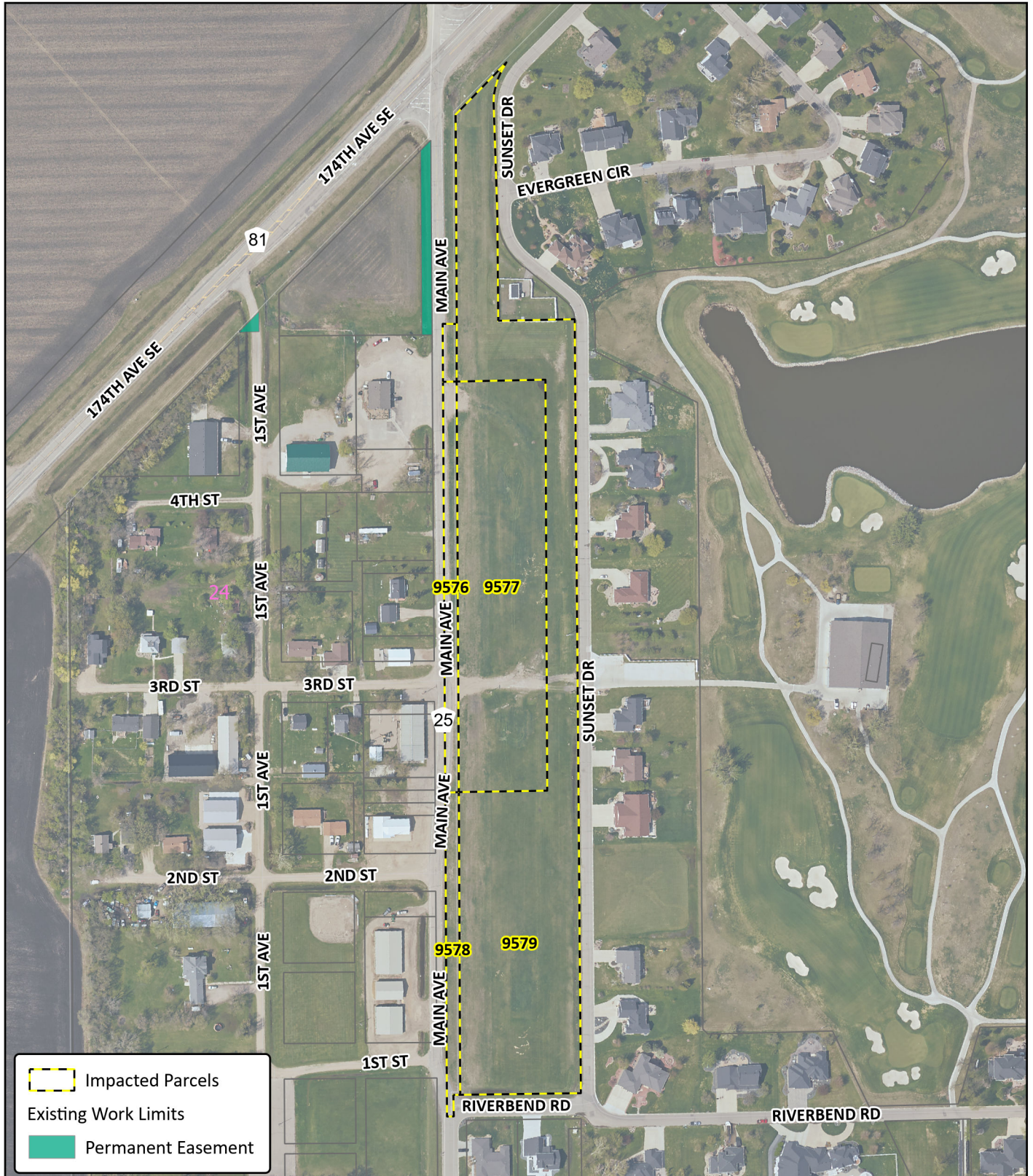
Narrative Description of Parcel(s)	OINs 9576, 9577, 9578, and 9579 are located in Oxbow, North Dakota right between Main Avenue and Sunset Drive.
Purchase Date	December of 2024 for both owners.
Purchase Price	OINs 9576 and 9577 = \$447,600 OINs 9578 and 9579 = \$724,800 <b>Total = \$1,172,400</b>
Proposed Sale Price	\$1,000,000  Based on \$100,000/acre for developable land
Former Owners	OINs 9576 and 9577 = Orten Brodshaug OINs 9578 and 9579 = Hickson Grain Company
Adjacent Owners	These parcels are surrounded by roughly 24 residential sites.
Property Management Approach	These properties have been maintained through a weed control and mowing contract with JT Lawn Services since 2022. Reaching an overall maintenance cost of roughly \$50,000.
Property Taxes	Property taxes are exempt on all four parcels.
Relation to Construction	These parcels are located in Oxbow and are not impacted by construction of the Comprehensive Project. The former owners desired a full-take buyout of their property when they were approached about storm sewer improvements that were taking place and affecting their land. The area impacted by the storm sewer continues to have an existing utility easement that will need to carry over as part of this sale. A visual of this easement is shown in Exhibit C.
Right of First Refusal	The prior landowners are not entitled to a ROFO.

### 3. Conclusion and Recommendation

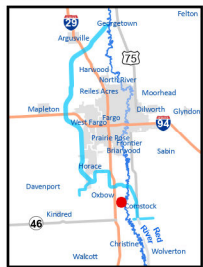
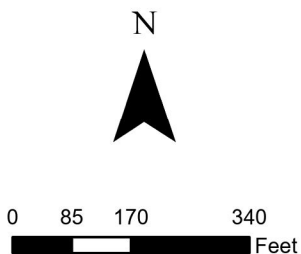
Based on the pertinent facts presented above, it is recommended to declare OINs 9576, 9577, 9578, and 9579 as “Excess Land” and proceed with the process outlined in the Policy. If you agree with this recommendation, please sign the attached declaration form for our records (Exhibit D).

## Exhibit A: Map Exhibit of Parcel Recommended as Excess Lands





Information depicted may include data unverified by AE25. Any reliance upon such data is at the user's own risk. AE25 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: cwickenheiser, AE25, LLC | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps.aprx | Individual Layout Not Data Driven



Locator Map Not to Scale

**OINs: 9576, 9577, 9578, 9579**  
**Owner: CASS COUNTY JOINT WATER**  
**RESOURCE DISTRICT**  
**Parcel ID: 57-0000-10356-090,**  
**78-0000-10356-030, 57-0000-10356-080**  
**78-0000-10356-040**

**Cass County, ND**  
**FM AREA DIVERSION**  
 Date: 10/1/2025





## Exhibit B: Legal Description for Parcel Recommended as Excess Lands

The following legal descriptions are from the Cass County Interactive WebMap.

### OIN 9576

24-137-49 THE S 812' OF N 932' OF THE FOLL DESC TRACT OF LAND: PT NE1/4 DESC AS FOLL: COMM AT INTERS OF THE W LN OF E RAILROAD ST IN TOWNSITE OF HICKSON, & THE S LN OF NE1/4 OF SEC 24 BEING THE PT OF BEG; THN N ON & ALG THE W LN OF SD E RR ST FOR A DIS

### OIN 9577

24-137-49 3.728 AC THAT PART OF THE FORMER CHIC/MILW/STPAUL PACIFIC RR CO'S 200' WIDE R/W LOC IN THE PLAT OF HICKSON & SIT IN THE N1/2 OF SEC 24 DESC AS FOLL: COMM AT SW COR OF NE1/4 OF SEC 24 THN S 88DG53'57"" W (ASSM BRG) ALG THE SLY L

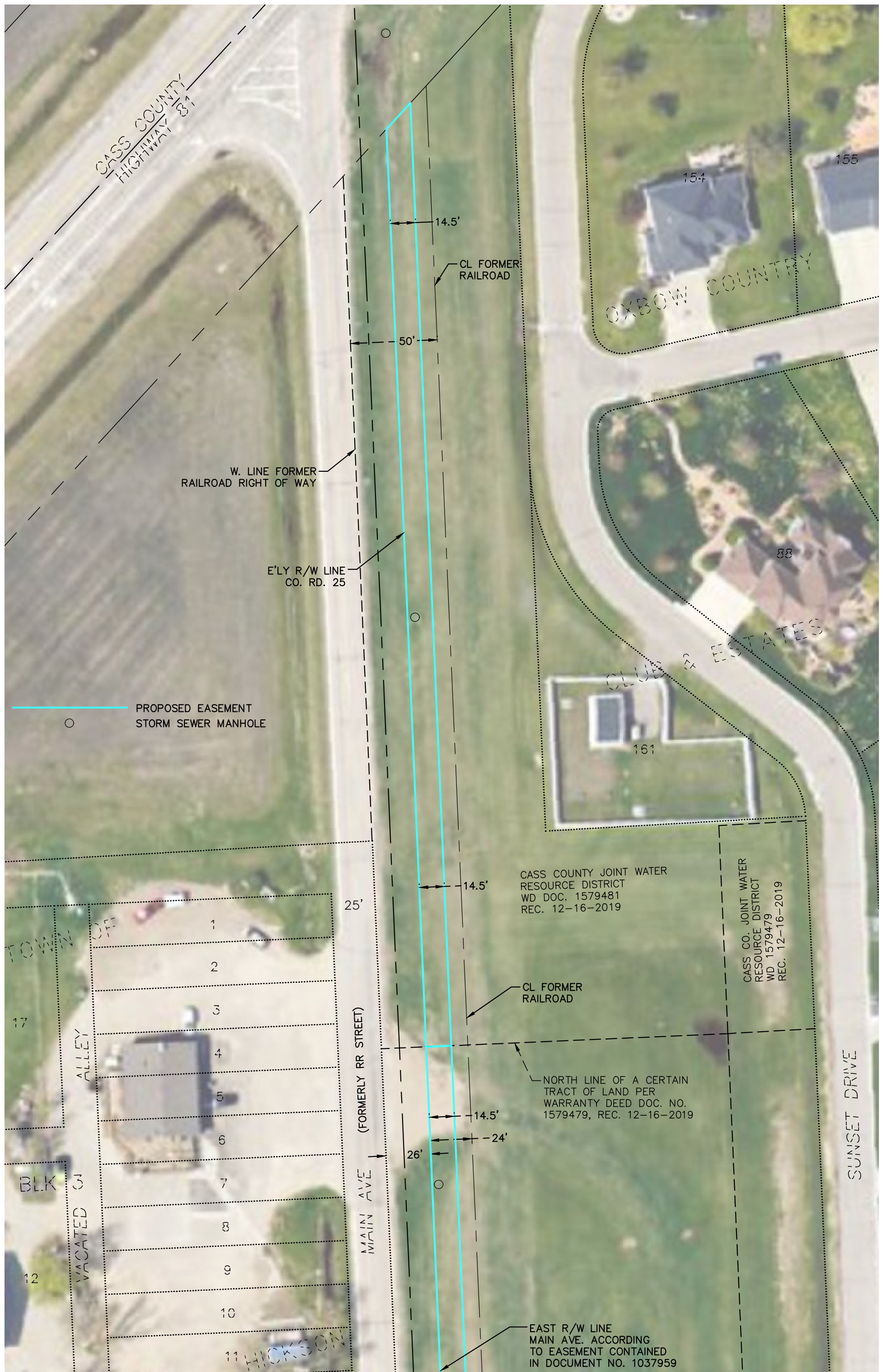
### OIN 9578

24-137-49 PT NE1/4 THE N 120' & N 598.14' OF S 868.14' OF THE FOLL DESC TRACT OF LAND: COMM AT THE INTERS OF THE W LN OF E RAILROAD ST IN TOWNSITE OF HICKSON & THE S LN OF NE1/4 OF SEC 24 BEING THE PT OF BEG; THN N ON & ALG THE W LN OF SD E RAILROAD ST

### OIN 9579

24-137-49 3.15 AC ALL THAT PT OF CHIC/MILW/ST PAUL & PAC RR CO'S 100' WIDE R/W SD R/W BEING 50' WIDE ON EITHER SIDE OF GRANTOR'S MAIN TRK CNTRLN AS FMLY LD IN ON OVER & ACROS THAT PT OF N 1/2 OF SEC 24 LYING SLY OF SLY LN OF US HWY #81 AS

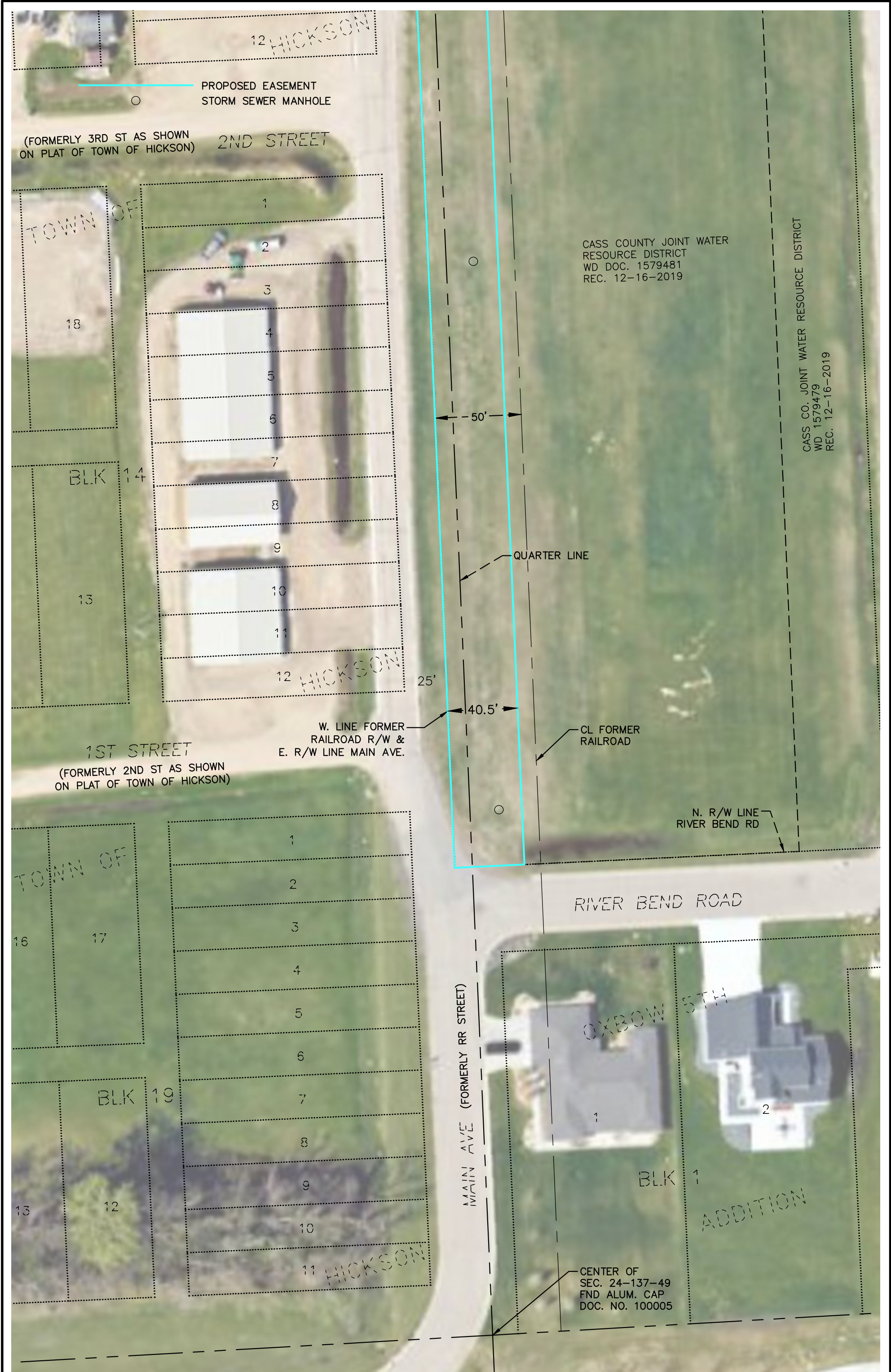
## Exhibit C: Exhibit of Storm Sewer Easement














## Exhibit D: Declaration of Excess Land Form

I hereby declare that OINs 9576, 9577, 9578, and 9579 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.

  
\_\_\_\_\_  
Jason Benson  
Executive Director

12/03/2025  
\_\_\_\_\_  
Date

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Jason Benson, Executive Director  
Cc: John Shockley, MFDA Legal Counsel  
Date: December 17, 2025  
Re: OINs 1665, 1802, 1792, and 1793 Excess Land Recommendation

---

## RECOMMENDATION/ACTIONS NEEDED:

Approve OINs 1665, 1802, 1792, and 1793 (22.37 acres) 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:

- Excess Lands Recommendation – OINs 1665, 1802, 1792, and 1793



# Memorandum

TO: Jason Benson, Executive Director

FROM: Justin Fisher, Director of Lands and Compliance

DATE: October 13, 2025

RE: Excess Lands Recommendation – OINs 1665, 1792, 1793, and 1802, 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 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 OINs 1665, 1792, 1793, and 1802 as Excess Land and begin the process to dispose of these properties following the Policy. Note that these parcels are in the Upstream Mitigation Area (UMA) and therefore the Authority (via the Moorhead Clay County Joint Powers Authority (MCCJPA)) shall reserve a flowage easement on these parcels as part of the sale.

## 2. Pertinent Facts Regarding OINs 1665, 1792, 1793, and 1802

Description of Parcel(s)	See Exhibit A for a map showing the parcels recommended as excess land.
Legal Description	See Exhibit B for legal descriptions for the parcels recommended as excess land.
Asset Parcel(s) Size	OIN 1665: 2.35 acres OIN 1792: 5.86 acres OIN 1793: 9.64 acres

	<p>OIN 1802: 4.52 acres</p> <p><b>TOTAL = 22.37</b></p>
Narrative Description of Parcel(s)	OINs 1665, 1792, 1793, and 1802 are located west of Southern Embankment Reach 4 (SE-4) in the UMA Mitigation Zone 1, in Section 29 of Holy Cross Twp. These parcels have access from 3 <sup>rd</sup> Street South.
Purchase Date	<p>OIN 1665: July 27, 2023</p> <p>OIN 1792: December 14, 2023</p> <p>OIN 1793: October 6, 2022</p> <p>OIN 1802: March 21, 2017</p>
Purchase Price	<p>OIN 1665: \$2,100,000 *for all of OINs 1635 &amp; 1665</p> <p>OIN 1792: \$202,200</p> <p>OIN 1793: \$1,517,500</p> <p>OIN 1802: \$214,000</p>
Proposed Sale Price	<p>\$111,000</p> <p>*Based on a \$5,000/acre rate for the sale of all four (4) parcels</p>
Former Owner	<p>OIN 1665: David Dobis and Morgan Buth</p> <p>OIN 1792: Jean Anderson Trustee</p> <p>OIN 1793: Thomas &amp; Laurie Livdahl</p> <p>OIN 1802: Robert &amp; Judith Anderson</p>
Adjacent Owners	<p>OIN 1665: Richard Willem (OIN 1794) / Larry &amp; Judith Ness (OIN 1796)</p> <p>OIN 1792: Larry &amp; Judith Ness (OIN 1796) / Richard Willem (1861X1) / Blessingsbe (1783X) / Larry &amp; Aj Dahlstrom Trust (1791X)</p> <p>OIN 1793: Richard Willem (OIN 1794 &amp; 1861X1) / Larry &amp; Judith Ness (OIN 1796)</p> <p>OIN 1802: Richard Willem (OIN 1794) / Larry &amp; Judith Ness (OIN 1796)</p>
Property Management Approach	<p>OIN 1665: This parcel has not had any property management needed to date but efforts will start if not disposed of in a timely fashion.</p> <p>OIN 1792: There has been no property management to date.</p> <p>OIN 1793: Haying Agreement with the Livdahls</p> <p>OIN 1802: Mowing and Weed Control with JT Lawn Service</p>
Property Taxes	<p>OIN 1665: \$3,184 in 2024</p> <p>OIN 1792: \$496 in 2024</p> <p>OIN 1793: \$1,770 in 2024</p> <p>OIN 1802: \$77.76 in 2024</p>
Relation to Construction	<p>The Comprehensive Project does not have any construction impacts on these parcels.</p> <p>OINs 1665, 1792, 1793, and 1802 are fully encumbered by a Flowage Easement and the Prior Owners did not wish to retain the underlying land. A gazebo still remains on the site but is under contract to be removed in the near future.</p>

	Notice of this sale will not be sent until the Project has confirmed the gazebo has been removed. The Project wishes to sell these parcels as one with a Flowage Easement retained.
Right of First Refusal	OIN 1665: No OIN 1792: No OIN 1793: No OIN 1802: No

### 3. Conclusion and Recommendation

Based on the pertinent facts presented above, it is recommended to declare OINs 1665, 1792, 1793, and 1802 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



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: cwickenheiser, AE2S, LLC | C:\Data\Projects\GIS Projects\FM Area Diversion\012 Lands Program\Property Acquisition\Project Wide\Individual Property Maps.aprx | Individual Layout Not Data Driven

**OINs: 1665, 1792, 1793, 1802**  
**Owner: MCCJPA**  
**Parcel IDs: 15.029.3002, 15.029.3004,**  
**15.029.3003, 15.029.3001**

**Clay County, MN**

**FM AREA DIVERSION**

**Date: 10/1/2025**



Locator Map Not to Scale



## Exhibit B: Legal Description for Parcel Recommended as Excess Lands

### **OIN 1665 – From Title Opinion dated May 9, 2023**

That part of the SW¼ of Section 29, in Township 137 North of Range 48 West of the 5<sup>th</sup> P.M., Clay County, Minnesota, described as follows: From the Southwest corner, existing iron monument, of said Section 29 bear North 00°00'00" East (assumed bearing) along the West line of said Section 29 for a distance of 1,465.56 feet to the point of beginning; thence North 00°00'00" East along said West Section line for a distance of 145.40 feet; thence North 90°00'00" East for a distance of 659.15 feet; thence South 27°13'50" East for a distance of 167.93 feet; thence North 89°41'42" West for a distance of 736.00 feet, more or less, to the point of beginning.

### **1792 – From Title Opinion dated January 23, 2024**

That part of the SW¼ of Section 29, Township 137, Range 48, described as follows, to wit: From the Southwest corner, existing iron monument, of Section 29, Township 137, Range 48 West of the 5th P.M., Clay County, Minnesota, bear North 00°00'00" East (assumed bearing) along the West line of said Section 29 for a distance of 2,637.13 feet, more or less, to an existing iron monument, the Northwest corner of said SW¼; thence South 89°49'46" East along the North line of said SW¼ for a distance of 509.18 feet to an existing iron monument, the Point of Beginning of the tract of land herein described; thence South 89°49'46" East along the North line of said SW¼ for a distance of 2,119.84 feet to an iron monument, the Northeast corner of said SW¼; thence South 00°01'59" East along the East line of said SW¼ for a distance of 121.65 feet to an iron monument; thence North 89°49'46" West along a line that is parallel with the North line of said SW¼ for a distance of 2,077.15 feet; thence North 19°19'21" West for a distance of 129.09 feet, more or less, to the Point of Beginning.

### **1793 – From Title Opinion dated April 5, 2022**

That part of the NW¼SW¼ of Section 29, Township 137, Range 48, Clay County, Minnesota, described as follows: From the Southwest corner existing iron monument, of Section 29, Township 137, Range 48, bear North 00°00'00" East (assumed bearing) along the West line of Section 29 for a distance of 1918.43 feet to an existing monument, the Point of Beginning of the tract of land herein described; thence North 90°00'00" East for a distance of 623.89 feet to an existing iron monument; thence North 04°53'21" West for a distance of 517.78 feet to an iron monument; thence North 19°19'21" West for a distance of 213.31 feet, more or less, to a point on the North line of said SW¼ in said Section 29; thence North 89°49'46" West along said North line for a distance of 509.18 feet, more or less, to an existing iron monument, the Northwest corner of said SW¼; thence South 00°00'00" West along the West line of said Section 29 for a distance of 718.70 feet, more or less to the Point of Beginning.

### **1802 – From Title Opinion dated April 28, 2017**

That part of the Southwest Quarter of Section Twenty-nine, in Township One Hundred Thirty-seven North of Range Forty-eight West of the Fifth Principal Meridian, situate in the County of Clay and the State of Minnesota, described as follows: From the Southwest Corner, existing iron monument, of Section Twenty-nine, Township One Hundred Thirty-seven North of Range Forty-eight West of the Fifth Principal Meridian, Clay County, Minnesota, bear North 00°00'00" East (assumed bearing) along the West line of said Section Twenty-nine for a distance of 1610.96 feet to an iron monument, the point of beginning of the tract of land herein described; thence North 00°00'00" East along said West section line for a distance of 307.47 feet to an iron monument; thence North 90°00'00" East for a distance of 623.89 feet to an iron monument; thence South 06°32'34" East for a distance of 309.49 feet to an iron monument; thence North 90°00'00" West for a distance of 659.15 feet, more or less, to the point of beginning; subject to road and utilities easements along the West line and any other easements of record.

# Memorandum



To: Metro Flood Diversion Authority Lands Committee

From: John Shockley, Legal Counsel

Cc: Jason Benson, Executive Director  
Justin Fisher, Director of Lands and Compliance

Date: December 17, 2025

Re: Forest Mitigation Deed Restriction

---

## RECOMMENDATION/ACTIONS NEEDED:

The MFDA Board consents to the attached Deed and Use Restrictions for the Forest Mitigation site parcels that were purchased for the FM Area Diversion Project.

## Background/Key Points:

The primary environmental documents, Project Partnership Agreement, state and federal permits issued for the FM Area Diversion Project (the "Project") require that the Project acquire, develop forested area and maintain forest mitigation area as part of the part of the environmental mitigation features of the Project. The lands team in cooperation with the United States Army Corps of Engineers (USACE) have identified several parcels that will be set aside and utilized as forest mitigation sites. One of the conditions of establishing a parcel as a forest mitigation site is to record a perpetual deed restriction on Forest Mitigation sites restricting the use of the parcel to forest mitigation and related maintenance activities which must be performed in accordance with applicable environmental permits and implementing plans (including the Adaptive Management Plan). The attached forest mitigation deed restriction has been developed in cooperation with the USACE.

The Cass County Joint Water Resource District (CCJWRD), Moorhead-Clay County Joint Powers Authority (MCCJPA) and Cass County will be asked to considering Deed and Use Restrictions on parcels that were purchased for the FM Area Diversion Project at their respective Board and Commission meetings in January 2026. The parcels are intended to be used as forest mitigation sites and the Deed Restrictions will provide long term site protection. This information is being provided to the Lands Committee for informational purposes and for a recommendation to coordinate with the Member Entities to execute and record the attached Forest Mitigation Deed Restriction.

## ATTACHMENTS:

- CCJWRD Deed Restriction
- MCCJPA Deed Restriction
- Cass County Deed Restriction

### COVENANT OF DEDICATION

Cass County Joint Water Resource District, a Member Entity of the METRO FLOOD DIVERSION AUTHORITY, now stipulates to the following statements of fact, and further agrees to restrict the use and title of the realty described in **Attachment 1** to this document (hereinafter referred to as the “Land”) in accordance with the terms and conditions set forth herein.

#### STIPULATIONS OF FACT

1. That Cass County Joint Water Resource District, a Member Entity of the METRO FLOOD DIVERSION AUTHORITY, is the owner in fee of the real estate described in **Attachment 1**.
2. That the METRO FLOOD DIVERSION AUTHORITY received Department of the Army permit number NWO-2013-1723-BIS, which permitted the discharge of fill material into wetlands and required as a special condition that forest mitigation sites have long term site protection; and that as required by said permit and as consideration for said permit, the METRO FLOOD DIVERSION AUTHORITY and/or its Member Entities will dedicate the realty described in Attachment 1 for perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above-mentioned permit.
3. That the above-mentioned dedication shall consist of the execution of this document by all parties necessary to restrict the use and title of the land; and that this document shall be recorded in the Office of the Register of Deeds for Cass County, North Dakota.
4. That upon receipt of a certified copy of this document, as recorded in the Office of the County Register of Deeds for Cass County, North Dakota, the METRO FLOOD DIVERSION AUTHORITY will submit the document to the District Engineer of the Omaha District of the U.S. Army Corps of Engineers in partial satisfaction of Special Condition K of permit number NWO-2013-1723-BIS to the METRO FLOOD DIVERSION AUTHORITY.
5. That the terms and conditions of this Covenant of Dedication shall, as of the date of execution of this document, bind the METRO FLOOD DIVERSION AUTHORITY and its Member Entities to the extent of its legal and/or equitable interest in the land; and that this Covenant shall run with the land and be binding on the METRO FLOOD DIVERSION AUTHORITY, its Member Entities, and their successors and assigns forever.
6. That the terms and conditions of this Covenant shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the Land or any part thereof, and that any instrument of transfer, conveyance, or encumbrance affecting all or any part of the Land shall set forth the terms and conditions of this document either by reference to this document or set forth in full text.



DEED AND USE RESTRICTIONS

Cass County Joint Water Resource District, a Member Entity of the METRO FLOOD DIVERSION AUTHORITY, hereby warrants that it is the owner in fee of the realty described in **Attachment 1**; and that the Land is hereby dedicated in perpetuity for use as a conservancy area.

Cass County Joint Water Resource District hereby agrees to restrict the use and title of the Land as follows:

1. There shall be no construction or placement of structures or mobile homes, billboards, or other advertising material or other structures, whether temporary or permanent, on the land. Public information signs and/or fences installed and maintained by the METRO FLOOD DIVERSION AUTHORITY and/or its Member Entities, their employees, contractors, and/or agents, are permitted.
2. There shall be no filling, draining, excavating, dredging, dumping, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals, or other materials, or any other alteration of the topography, unless for maintenance purposes specified in the Fargo-Moorhead Metropolitan Area Flood Risk Management Adaptive Management and Mitigation Plan (AMMP).
3. There shall be no building of roads or paths for vehicle or pedestrian travel or any change in the topography of the land. Existing roads or paths may not be improved, widened, or extended.
4. The use of motorized vehicles shall only be allowed for authorized personnel to complete monitoring and maintenance activities.
5. There shall be no removal, destruction, or cutting of trees or plants; grazing of animals, farming, mowing, planting, plowing, tilling of soil, or any other agricultural activity or vegetative alterations unless otherwise specified in the AMMP. Any other management activities are only acceptable upon the written approval from the U.S. Army Corps of Engineers.
6. There shall be no modification of the hydrology in any way or by any means, including pumping, draining, ditching, diking, impounding, or diverting surface or ground water into or out of the Land, unless otherwise stated in the AMMP.
7. This Covenant of Dedication may be changed, modified, or revoked only upon written approval of the District Engineer of the Omaha District of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the laws of the State of North Dakota.
8. Subject to North Dakota law, this Covenant is made in perpetuity and shall run with the land such that the present owner and its heirs and assigns forever shall be bound by the terms and conditions set forth herein.

*(Remainder of this page intentionally left blank.)*

CASS COUNTY JOINT WATER RESOURCE  
DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_,  
Chair of the Board of Managers

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_,  
Secretary of the Board of Managers

STATE OF NORTH DAKOTA        )  
  ) ss.  
COUNTY OF CASS                )

          This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_, the  
Chair and the Secretary of the Board of Managers, respectively, of the Cass County Joint Water Resource  
District, a North Dakota political subdivision and Member Entity of the METRO FLOOD DIVERSION  
AUTHORITY.

(stamp)

\_\_\_\_\_  
Notary Public

THE LEGAL DESCRIPTIONS USED  
HEREIN OBTAINED FROM  
PREVIOUSLY RECORDED DOCUMENTS

THIS DOCUMENT DRAFTED BY:  
John T. Shockley  
Ohnstad Twichell, P.C.  
444 Sheyenne St, Suite 102  
West Fargo, ND 58078  
(701) 282-3249

### COVENANT OF DEDICATION

Moorhead-Clay County Joint Powers Authority, a Member Entity of the METRO FLOOD DIVERSION AUTHORITY, now stipulates to the following statements of fact, and further agrees to restrict the use and title of the realty described in **Attachment 1** to this document (hereinafter referred to as the “Land”) in accordance with the terms and conditions set forth herein.

### STIPULATIONS OF FACT

1. That Moorhead-Clay County Joint Powers Authority (“MCCJPA”), a Member Entity of the METRO FLOOD DIVERSION AUTHORITY, is the owner in fee of the real estate described in **Attachment 1**.
2. That the METRO FLOOD DIVERSION AUTHORITY received Department of the Army permit number NWO-2013-1723-BIS, which permitted the discharge of fill material into wetlands and required as a special condition that forest mitigation sites have long term site protection; and that as required by said permit and as consideration for said permit, the METRO FLOOD DIVERSION AUTHORITY and/or its Member Entities will dedicate the realty described in Attachment 1 for perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above-mentioned permit.
3. That the above-mentioned dedication shall consist of the execution of this document by all parties necessary to restrict the use and title of the land; and that this document shall be recorded in the Office of the Register of Deeds for Clay County, Minnesota.
4. That upon receipt of a certified copy of this document, as recorded in the Office of the County Register of Deeds for Clay County, Minnesota, the METRO FLOOD DIVERSION AUTHORITY will submit the document to the District Engineer of the Omaha District of the U.S. Army Corps of Engineers in partial satisfaction of Special Condition K of permit number NWO-2013-1723-BIS to the METRO FLOOD DIVERSION AUTHORITY.
5. That the terms and conditions of this Covenant of Dedication shall, as of the date of execution of this document, bind the METRO FLOOD DIVERSION AUTHORITY and its Member Entities to the extent of its legal and/or equitable interest in the land; and that this Covenant shall run with the land and be binding on the METRO FLOOD DIVERSION AUTHORITY, its Member Entities, and their successors and assigns forever.
6. That the terms and conditions of this Covenant shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the Land or any part thereof, and that any instrument of transfer, conveyance, or encumbrance affecting all or any part of the Land shall set forth the terms and conditions of this document either by reference to this document or set forth in full text.

### DEED AND USE RESTRICTIONS

MCCJPA, a Member Entity of the METRO FLOOD DIVERSION AUTHORITY, hereby warrants that it is the owner in fee of the realty described in **Attachment 1**; and that the Land is hereby dedicated in perpetuity for use as a conservancy area.

MCCJPA hereby agrees to restrict the use and title of the Land as follows:

1. There shall be no construction or placement of structures or mobile homes, billboards, or other advertising material or other structures, whether temporary or permanent, on the land. Public information signs and/or fences installed and maintained by the METRO FLOOD DIVERSION AUTHORITY and/or its Member Entities, their employees, contractors, and/or agents, are permitted.
2. There shall be no filling, draining, excavating, dredging, dumping, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals, or other materials, or any other alteration of the topography, unless for maintenance purposes specified in the Fargo-Moorhead Metropolitan Area Flood Risk Management Adaptive Management and Mitigation Plan (AMMP).
3. There shall be no building of roads or paths for vehicle or pedestrian travel or any change in the topography of the land. Existing roads or paths may not be improved, widened, or extended.
4. The use of motorized vehicles shall only be allowed for authorized personnel to complete monitoring and maintenance activities.
5. There shall be no removal, destruction, or cutting of trees or plants; grazing of animals, farming, mowing, planting, plowing, tilling of soil, or any other agricultural activity or vegetative alterations unless otherwise specified in the AMMP. Any other management activities are only acceptable upon the written approval from the U.S. Army Corps of Engineers.
6. There shall be no modification of the hydrology in any way or by any means, including pumping, draining, ditching, diking, impounding, or diverting surface or ground water into or out of the Land, unless otherwise stated in the AMMP.
7. This Covenant of Dedication may be changed, modified, or revoked only upon written approval of the District Engineer of the Omaha District of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the laws of the State of Minnesota.
8. Subject to Minnesota law, this Covenant is made in perpetuity and shall run with the land such that the present owner and its heirs and assigns forever shall be bound by the terms and conditions set forth herein.

*(Remainder of this page intentionally left blank.)*

MOORHEAD-CLAY COUNTY JOINT  
POWERS AUTHORITY

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF CLAY                    )

          This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_, the  
Chair and the Secretary, respectively, of the Moorhead-Clay County Joint Powers Authority, a Minnesota  
political subdivision and Member Entity of the METRO FLOOD DIVERSION AUTHORITY.  
(stamp)

\_\_\_\_\_  
Notary Public  
My commission expires:

THE LEGAL DESCRIPTIONS USED  
HEREIN OBTAINED FROM PREVIOUSLY  
RECORDED DOCUMENTS

THIS DOCUMENT DRAFTED BY:  
John T. Shockley  
Ohnstad Twichell, P.C.  
444 Sheyenne St, Suite 102  
West Fargo, ND 58078  
(701) 282-3249

### COVENANT OF DEDICATION

Cass County, a Member Entity of the METRO FLOOD DIVERSION AUTHORITY, now stipulates to the following statements of fact, and further agrees to restrict the use and title of the realty described in **Attachment 1** to this document (hereinafter referred to as the “Land”) in accordance with the terms and conditions set forth herein.

#### STIPULATIONS OF FACT

1. That Cass County, a Member Entity of the METRO FLOOD DIVERSION AUTHORITY, is the owner in fee of the real estate described in **Attachment 1**.
2. That the METRO FLOOD DIVERSION AUTHORITY received Department of the Army permit number NWO-2013-1723-BIS, which permitted the discharge of fill material into wetlands and required as a special condition that forest mitigation sites have long term site protection; and that as required by said permit and as consideration for said permit, the METRO FLOOD DIVERSION AUTHORITY and/or its Member Entities will dedicate the realty described in Attachment 1 for perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above-mentioned permit.
3. That the above-mentioned dedication shall consist of the execution of this document by all parties necessary to restrict the use and title of the land; and that this document shall be recorded in the Office of the Register of Deeds for Cass County, North Dakota.
4. That upon receipt of a certified copy of this document, as recorded in the Office of the County Register of Deeds for Cass County, North Dakota, the METRO FLOOD DIVERSION AUTHORITY will submit the document to the District Engineer of the Omaha District of the U.S. Army Corps of Engineers in partial satisfaction of Special Condition K of permit number NWO-2013-1723-BIS to the METRO FLOOD DIVERSION AUTHORITY.
5. That the terms and conditions of this Covenant of Dedication shall, as of the date of execution of this document, bind the METRO FLOOD DIVERSION AUTHORITY and its Member Entities to the extent of its legal and/or equitable interest in the land; and that this Covenant shall run with the land and be binding on the METRO FLOOD DIVERSION AUTHORITY, its Member Entities, and their successors and assigns forever.
6. That the terms and conditions of this Covenant shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the Land or any part thereof, and that any instrument of transfer, conveyance, or encumbrance affecting all or any part of the Land shall set forth the terms and conditions of this document either by reference to this document or set forth in full text.

### DEED AND USE RESTRICTIONS

Cass County, a Member Entity of the METRO FLOOD DIVERSION AUTHORITY, hereby warrants that it is the owner in fee of the realty described in **Attachment 1**; and that the Land is hereby dedicated in perpetuity for use as a conservancy area.

Cass County hereby agrees to restrict the use and title of the Land as follows:

1. There shall be no construction or placement of structures or mobile homes, billboards, or other advertising material or other structures, whether temporary or permanent, on the land. Public information signs and/or fences installed and maintained by the METRO FLOOD DIVERSION AUTHORITY and/or its Member Entities, their employees, contractors, and/or agents, are permitted.
2. There shall be no filling, draining, excavating, dredging, dumping, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals, or other materials, or any other alteration of the topography, unless for maintenance purposes specified in the Fargo-Moorhead Metropolitan Area Flood Risk Management Adaptive Management and Mitigation Plan (AMMP).
3. There shall be no building of roads or paths for vehicle or pedestrian travel or any change in the topography of the land. Existing roads or paths may not be improved, widened, or extended.
4. The use of motorized vehicles shall only be allowed for authorized personnel to complete monitoring and maintenance activities.
5. There shall be no removal, destruction, or cutting of trees or plants; grazing of animals, farming, mowing, planting, plowing, tilling of soil, or any other agricultural activity or vegetative alterations unless otherwise specified in the AMMP. Any other management activities are only acceptable upon the written approval from the U.S. Army Corps of Engineers.
6. There shall be no modification of the hydrology in any way or by any means, including pumping, draining, ditching, diking, impounding, or diverting surface or ground water into or out of the Land, unless otherwise stated in the AMMP.
7. This Covenant of Dedication may be changed, modified, or revoked only upon written approval of the District Engineer of the Omaha District of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the laws of the State of North Dakota.
8. Subject to North Dakota law, this Covenant is made in perpetuity and shall run with the land such that the present owner and its heirs and assigns forever shall be bound by the terms and conditions set forth herein.

*(Remainder of this page intentionally left blank.)*



CASS COUNTY

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

*ATTEST:*

By: \_\_\_\_\_  
\_\_\_\_\_, County Auditor

STATE OF NORTH DAKOTA       )  
  ) ss.  
COUNTY OF CASS                )

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_ and \_\_\_\_\_, the  
Chair of the Board of County Commissioners and the County Auditor, respectively, of Cass County, a North  
Dakota political subdivision and Member Entity of the METRO FLOOD DIVERSION AUTHORITY.  
(stamp)

\_\_\_\_\_  
Notary Public

THE LEGAL DESCRIPTIONS USED  
HEREIN OBTAINED FROM  
PREVIOUSLY RECORDED DOCUMENTS

THIS DOCUMENT DRAFTED BY:

John T. Shockley  
Ohnstad Twichell, P.C.  
444 Sheyenne St, Suite 102  
West Fargo, ND 58078  
(701) 282-3249

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Justin Fisher, Director of Lands and Compliance  
Cc: Jason Benson, Executive Director  
Date: December 17, 2025  
Re: Crop Loss Program Updates

---

## RECOMMENDATION/ACTIONS NEEDED:

No action needed, for informational purposes only.

## Background/Key Points:

The MFDA committed to providing crop loss programs for producers in the Upstream Mitigation Area (UMA) in the Settlement Agreement. The MFDA has been working with Watts & Associates to develop the crop loss program for the past several years. The work has included development of a draft indemnification agreement between producers and the MFDA, meeting with a focus group of producers in the UMA, outreach to crop insurance companies who operate in the UMA, outreach to commodity groups such as the beet growing co-ops, providing assistance to federal delegation for farm bill edits, and developing additional details associated with the MFDA's crop loss programs.

With substantial completion of the FM Area Diversion Project within our sights, it is now time to push the MFDA's crop loss programs across the finish line and be ready for implementation in 2027. To that end, MFDA staff have worked with Watts & Associates to develop a scope of work that will fully stand-up the MFDA's crop loss programs for 2027 and position the MFDA to continue the programs into the future.

The statement of work for Watts & Associates contract is attached to this cover memo for awareness by the MFDA's Land Management Committee. The First Amendment to Services Agreement with Watts will be presented to the Finance Committee and Board for approval. In summary, the statement of work includes:

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| 1. Crop Insurance Arbitration       | 6. Federal Crop Insurance Stakeholder |
| 2. Stakeholder Communications       | Education                             |
| Procedures                          | 7. Legal Impact Analysis of MPCl      |
| 3. Crop Adjuster Compensation       | Interaction                           |
| 4. Loss Coverage Decision Tree      | 8. Sugar Beet Impact Analysis and     |
| 5. Cover Crop Integration with MPCl | Allocation of Acres                   |

## ATTACHMENTS:

- Pages from First Amendment to Watts & Associates Services Agreement

## **EXHIBIT 2**

### **EXHIBIT A – STATEMENT OF WORK**

#### **Schedule A** **Services Plan**

##### **A. Consultation Project Components**

The consultation project within this Statement of Work (SOW) consists of the following ongoing components:

1. Crop Insurance Arbitration
2. Stakeholder Communications Procedures
3. Crop Adjuster Compensation
4. Loss Coverage Decision Tree
5. Cover Crop Integration with MPC
6. Federal Crop Insurance Stakeholder Education
7. Legal Impact Analysis of MPC Interaction and Regulatory Consultation
8. Sugar Beet Impact Analysis and Allocation of Acres
9. Travel – One trip/4 Travelers.

The following sections of this SOW provide a description of work to be performed within each component.

##### **B. Crop Insurance Arbitration**

The crop insurance arbitration component will be subdivided into the following tasks.

1. Watts will identify crop insurance/indemnification arbitration categories of concern.
  - a. Proposed categories include issues pertaining to crop insurance coverage, claims and liability which fall outside the scope of the “Alternative Dispute Resolution Board” already established by the Authority.
2. Watts will develop and support/recommend a process for resolving disputes outside the authority of the “Alternative Dispute Resolution Board” previously established.
3. Watts will create a process whereby producers and the Authority may settle disputes falling within the categories assigned to the crop insurance/indemnification arbitration process. Watts will develop and submit a draft document for review and comment by the Authority and will then provide a final document for inclusion in the communication package for stakeholders and the Authority process and procedures system. This will include:
  - a. Draft Crop Insurance/Indemnification Arbitration Process
  - b. Final Crop Insurance/Indemnification Arbitration Process

##### **C. Stakeholder Communications Procedures**

The stakeholder communications procedures component will be subdivided into the following tasks:

1. Watts will create a communications plan and guidance procedures for use in communicating essential items with UMA Stakeholders (e. g. growers, landowner, crop insurance agents, etc.). The plan will include, among other items:

- a. Information regarding insurance options for stakeholders;
  - b. Procedures for Loss Claims subject to the supplemental indemnification agreement offered by the Authority;
  - c. Links to the Project informational videos and documents;
  - d. Overview and training materials provided by the Authority (i.e. FAQs, Decision flow charts; communications protocols and triggering events; cover crop pamphlet; crop insurance basics pamphlet, etc.);
  - e. New landowner information packet.
2. Watts will draft a document outlining a proposed communication plan for stakeholders. Components of the communications plan include but are not limited to:
    - a. notification of project operation;
    - b. notification to growers and/or insurance agents to sign up for indemnity reimbursement;
    - c. information deployment (e. g. email, text messaging, regular mail, other),
    - d. interactions with other governmental organizations (i.e. FSA, NRCS, etc.).
  3. Watts will ensure integration of this plan with the MFDA 2026 communications plan.
  4. Provide consultation as to how best to communicate with the producers and crop-insurance agents.

#### **D. Crop Adjuster Compensation**

Watts will work with insurance companies and crop insurance loss adjusters to develop a compensation mechanism for loss adjusters. The crop adjuster compensation component will be subdivided into the following tasks:

1. Watts will interact with approved insurance providers (AIP) and assess current methods of compensation for trained loss adjustment.
2. Watts will assess the expected frequency of loss adjustment for the project, accounting for the impact and additional demands on the loss adjustment resources in project area.
3. Watts will analyze compensation package alternatives (including flat rates, hourly rates, base plus incentives, etc.) and make recommendations pertaining to the approach which provides the best opportunity to achieve timely, efficient, and accurate adjustment for the producers impacted by the operation of the project.
4. Watts will provide a summary of this information and the subsequent recommendations in a separate document for consideration by the Authority.

#### **E. Loss Coverage Decision Tree**

Watts will develop a draft decision tree matrix for review and implementation for the project. The loss coverage decision tree component will be subdivided into the following tasks:

1. Watts will review the video describing the operational parameters of the project and incorporate key indicators into the loss coverage decision tree.
2. Watts will review the project operation parameters and restrictions established by the U.S. Army Corps of Engineers Water Control Manual and assess the impacts of those steps.
3. Watts will maintain the loss coverage decision tree, modifying the matrix as required by the U.S. Army Corps of Engineers guidance on project operations.

## **F. Cover Crop Integration with Multi-Peril Crop Insurance (MPCI)**

The cover crop integration with MPCI component will be subdivided into the following tasks:

1. Watts will identify cover crops used in the UMA and their level of inclusion in the MPCI program of the Federal Government.
2. Watts will assess how MPCI cover crop policies and procedures may impact UMA stakeholders during the operation of the project.
3. Watts will develop an FAQ for UMA stakeholders regarding cover crop impacts.
4. Watts will develop a Cover Crop and Flood Management information pamphlet for use by UMA stakeholders.
5. If updates or changes to MPCI rules alter the function of the program regarding cover cropping practices, and those changes have implications for the compensation that may be applicable under the indemnification program, the program will be updated to accommodate the applicable changes.

## **G. Federal Crop Insurance Stakeholder Education**

The federal crop insurance stakeholder education component will be subdivided into the following tasks:

1. Watts will review the educational needs for loss adjusters specific to operation of the project and provide recommendations on the necessity of additional training as appropriate.
  - a. Should additional training be required, Watts will finalize the materials necessary to conduct a Loss Adjusters School related to the unique impacts of project operations.
  - b. All educational materials will be made available to be shared publicly on the Authority's website. For the term of the contract, Watts will review these materials on or before January 1 of each year and provide updated versions as appropriate to address changes to the program so the published materials are relevant and accurate.
2. Watts will finalize and provide an agenda and proposed content for a federal crop insurance stakeholder educational conference for UMA and local insurance industry stakeholders to occur in March/April 2026. Example components of the conference school may include:
  - a. Stakeholder Communication procedures;
  - b. An information packet which provides loss adjustment examples;
  - c. Virtual Field training;
  - d. Project operation loss scenario exercises involving, among other topics:
    - i. Insurance agent communication,
    - ii. Claims process,
    - iii. Damage adjustment,
    - iv. Loss adjustment,
    - v. Post damage clean up assessments,
    - vi. Resource allocation and timeline assessments;
  - e. Loss Coverage Decision Tree;
  - f. Cover Crop Use and Implications for MPCI; and
  - g. Dispute resolution and Crop Insurance Arbitration.



## **H. Legal Impact Analysis of MPCl Interaction**

Watts will meet with legislative counsel to assess opportunities within the legislative mark-up procedures to:

1. Include language to protect a producer's Approved Yield and actual production history database in the event of any negative impacts on crop yield associated with project operation.
2. Add intentional inundation in the broader public interest as an insurable peril under MPCl.
3. It is the understanding of the Authority and Watts that the indemnification agreement currently in draft form does NOT constitute insurance as it is defined in the statute of either the State of Minnesota or the State of North Dakota. Notwithstanding this fact, many concepts and approaches borrowed from or incorporated by reference to the Federal Crop Insurance program are integral to the current draft agreement. Watts will draft a letter to the State Insurance Commissioner in each state outlining the intent and structure of the draft indemnification agreement and offer to meet with each, including appropriate representatives of the Authority, to confirm that neither entity interprets their mandate to include regulatory oversight of this contractual relationship for contingent indemnification between the Authority and individual producers in the upstream retention area.

Watts will provide updates and summaries of these discussions to the Authority designee, currently John T. Shockley.

## **I. Sugar Beet Impact Analysis and Allocation of Acres**

Watts will use its relationships with area sugar beet cooperatives to assess impacts of Project Operations on acres allocated to sugar beet production. Watts will share any documents which provide greater formal clarity on this issue with the Authority. Furthermore, Watts will provide ongoing updates regarding progress in determining options available to sugar beet producers in the event of Project Operation. Watts has already initiated contact with area cooperatives and believes an understanding can be formalized. Initial indications from regional sugar beet cooperatives suggest that special dispensation for acres that are 'slated' for planting sugar beets in a given year may be necessary and appropriate to compensate producers for associated expenses, particularly in prevented plant scenarios.

## **J. Communication Plan**

Watts proposes to recommend quarterly communications with the primary Authority contact to provide an update on the status of progress of the documents and policies required under this SOW.

Primary contact(s) for Authority: Eric Dodds, Justin Fisher, Amy Wieser Willson

Primary contact(s) for Watts: Alex Offerdahl, Mark Lehman

The time frame for completion of communication tasks is outlined as follows:

1. Quarterly communications with Authority.
  - a. Formal.
    - i. Between February 1 and February 27, 2026.
    - ii. Between May 1 and May 31, 2026.
    - iii. Between August 1 and August 31, 2026.
    - iv. Between November 1 and November 30, 2026.

- v. Between February 1 and February 26, 2027.
  - vi. Between May 1 and May 31, 2027.
  - vii. Between August 1 and August 31, 2027.
  - viii. Between November 1 and November 30, 2027.
  - ix. Between February 1 and February 29, 2028.
  - x. Between May 1 and May 31, 2028.
  - xi. Between August 1 and August 31, 2028.
  - b. Informal. Authority or Watts may request an update of each other as the need arises.
2. Consultation Project Components Estimated Timeline
- a. Crop Insurance Arbitration –
    - i. Draft January 26, 2026
    - ii. Final March 2, 2026
  - b. Stakeholder Communications Procedures – February 2, 2026
  - c. Crop Adjuster Compensation – February 2, 2026
  - d. Loss Coverage Decision Tree – February 2, 2026
  - e. Cover Crop Integration with MPC I – March 16, 2026
  - f. Federal Crop Insurance Stakeholder Education –
    - i. Draft April 20, 2026
    - ii. Final May 11, 2026
  - g. Legal Impact Analysis of MPC I Interaction – January 26, 2026
  - h. Sugar Beet Impact Analysis and Allocation of Acres – January 26, 2026

#### **K. Modifications to SOW**

It is recognized that unforeseen circumstances may arise during the course of this SOW which may impact the timing of deliverables or may require modification in an effort to enhance deliverables. Watts and Authority agree to operate in good faith and communicate in a collaborative effort to maintain efficiency and integrity in this effort. Any modifications to the SOW will be communicated to each party, and the parties agree to develop written guidelines for modifications. Watts will continue to provide technical assistance for issues and/or concerns as they arise under the terms of our ongoing relationship on a time and materials basis at our standard commercial rate based on the individual consulting staff engaged in meeting each query and request.

# Memorandum



To: Metro Flood Diversion Authority Lands Committee  
From: Justin Fisher, Director of Lands and Compliance  
Cc: Jason Benson, Executive Director  
Date: December 17, 2025  
Re: Post-Operation Debris Removal Program Update

---

## RECOMMENDATION/ACTIONS NEEDED:

No action needed, for informational purposes only.

## Background/Key Points:

The MFDA, per the Settlement Agreement, committed to implementing program to assist with debris removal from the Upstream Mitigation Area (UMA) after operation of the Project. In addition, the Settlement Agreement included a commitment to establish a sub-committee to support finalizing the post-operation debris removal program.

MFDA staff and consultants have been working to develop a draft plan for the Post-Operation Debris Removal and Restoration and Clean-Up Program for Private Lands. The pertinent sections from the Settlement Agreement, a draft framework for the sub-committee charter, and a draft timeline for finalization and implementation of the program are presented for the Committee's review and awareness.

## Settlement Agreement

### **Section 19.01** POST-OPERATION DEBRIS REMOVAL AND RESTORATION.

The Diversion Authority will implement and fund a Debris Removal and Property Damage Restoration and Clean-up Plan to provide for the clean-up of debris and restoration of property arising out of the operation of the Comprehensive Project. The Debris Removal and Property Damage Clean-up Plan shall provide that debris shall be removed by the Diversion Authority, and non-structural property damage shall be repaired, remedied, and restored at its cost, within ten (10) days of the Completion of Comprehensive Project Operation, upon notification by property owners that floodwaters have receded from affected properties and permission from property owners to the Diversion Authority to enter their land, as long as local conditions permit such removal. If debris or non-structural property damage is not removed or repaired/remedied and restored within ten (10) days of notification that floodwaters have receded, the landowner or tenant may arrange for such removal to the side of a township or county road/highway and submit the costs of removal to the Diversion Authority for reimbursement. The Diversion Authority will make available a list of pre-qualified contractors who are available to perform the work. The Post Operation Debris Clean-up and Restoration Plan will include a

provision that allows landowners and/or tenants to repair/remedy/restore damaged non- structural property and/or remove the debris and receive reasonable compensation for such activities before or after said ten (10) day period. The Parties recognize that the amount of debris that will need to be removed will depend upon specific conditions, including prior years' crops, size, and duration of operations in the Staging Area and other factors. As such, the Parties recognize that, over time, having an adaptive program for debris removal will be beneficial to landowners and the Parties.

**Section 19.02 POST-OPERATION DEBRIS REMOVAL AND RESTORATION SUB-COMMITTEE.**

The Diversion Authority will create and support a Debris Removal and Restoration Sub-Committee to adaptively manage debris clean up and non-structural property damage repair, remediation, and/or restoration. The RWJPA agrees to secure two (2) full-time Agricultural Producers from the Staging Area to be voting members of a Debris Removal and Property Damage Sub-Committee to assist in further clarifying and refining the Debris Removal and Restoration Program over time. The Diversion Authority shall provide an update regarding the status of the Post-Operation Debris Clean-up and Restoration Plan to the Parties every six (6) months commencing on the Effective Date of this Settlement Agreement until termination of the Comprehensive Project.

**Sub-Committee Charter Framework**

- Sub-Committee of which standing committee?
  - For initial creation, this will be a sub-committee of the Land Management Committee (LMC).
  - If the Metro Flood Diversion Authority (MFDA) dissolves the LMC in the future, then the sub-committee could be re-organized.
- How many members total?
  - 7 total members.
  - 5 MFDA members.
    - One member from each of the following entities:
      - Cass County Joint Water Resource District (CCJWRD).
      - Moorhead Clay County Joint Powers Authority (MCCJPA).
      - MFDA LMC.
    - Prefer to have elected/appointed officials serve on the sub-committee.
    - 2 seats filled by MFDA Board, if desired. These seats could remain unfilled if MFDA desires.
  - 2 members from RWJPA (active ag producers in staging area, per Settlement Agreement).
  - All members will be voting members.
- Chair & Vice Chair shall be MFDA designees/representatives.
- Sub-committee will make recommendations for consideration by LMC and MFDA Board.
- Term of sub-committee – Annual renewal requirement, no term limit.

- A resolution will outline additional details for the Sub-Committee, including meeting protocols, powers and authorities, etc...

**Draft Timeframe for Program Finalization:**

Date	Milestone
Dec 2025	Land Management Committee discussion Draft Plan circulated to Staff for review
Jan – Feb 2026	Supporting contract templates, forms, notices, etc developed
March 2026	MFDA Review of Draft Plan and supporting contracts, forms, notices, etc.
April 2026	MFDA Staff Approval of Draft Plan, Ready for Sub-Committee
May 2026	Sub-Committee Formed, Initial Meeting
June – Oct 2026	Sub-Committee Meetings, Presentation and Review of Draft Plan, Input and Iterations, Updated Draft Plan
Nov 2026	Sub-Committee Approves the Plan
Dec 2026	MFDA finalizes RFP and contract template
Jan 2027	RFP issued for contractor interest
Feb 2027	Contracts awarded by MFDA
March 2027	Program finalized and implemented