

Appendix B: Real Estate Plan CAP Section 205 Flood Risk Management Study Arcadia, WI

Feasibility Study Report with Integrated Environmental Assessment

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Real Estate Plan Appendix B

1. Real Estate Plan and General Information

1.1. Real Estate Plan Purpose

This Real Estate Plan (REP) supports the Arcadia, WI Section 205 Flood Risk Management Feasibility Study. The purpose of the study is to identify measures that reduce the risk of flood damages in the study area, which is the City of Arcadia. This REP has been prepared to identify the project's overall real estate requirements and provide the estimated real estate costs for the recommended plan as proposed in the Arcadia Section 205 Feasibility Study report. The information in the REP is based on preliminary data and is subject to change even after approval of the REP. No prior REP has been submitted for the project.

1.2. Study Area Information

The City of Arcadia covers approximately 3.17 sq. miles and was settled in 1856. The 2010 census data estimated the population at Arcadia at 2,925 (U.S. Census Bureau, 2019), and is located approximately 130 miles southeast of St. Paul, Minnesota.

The headquarters for the international Ashley Furniture Industries is located in downtown Arcadia and serves as a major economic driver for the city and region. It is a major economic drive for not only Arcadia, but the region and state.

Pilgrim's Pride, a provider of chicken products, also has a plant in Arcadia.

1.3. Flood History

The City of Arcadia is located on Wisconsin's Trempealeau River, between the Turton Creek and Myers Valley Creek tributaries. On the Trempealeau River, damaging floods have been caused by rainfall runoff, snowmelt runoff, and a combination of the two. On Turton Creek and Myers Valley Creek, flash floods have resulted from intense, locally concentrated rainfall events.

Significant flood events in the basin occurred in 1876, 1919, 1954, 1956, 1975, 1992, 2010 and 2017. The most recent flood event occurred in July of 2017 which washed out a city street; caused all major roads into the city to be closed; shutdown most of the downtown businesses.

The primary problem is the city is bounded on three sides by water and has long been subject to periodic flooding from the Trempealeau River, Myers Valley and Turton Creeks. Figure 1 shows the FEMA floodplain for the city of Arcadia. Without implementation of a permanent flood risk management system, the city's limited resources will continue to be spent on storm related clean up and emergency related services.

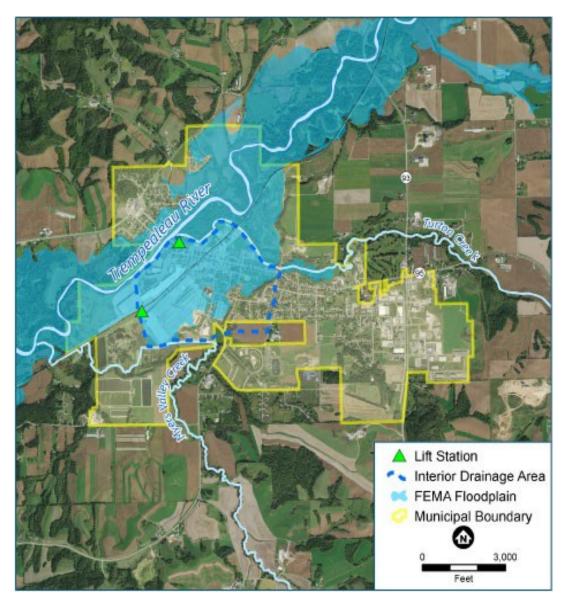


Figure 1. FEMA Floodplain for the City of Arcadia, WI.

2. Project Lands, Easements, Right-of-Way, Relocations, and Dredge or Excavated Material Disposal Areas (LERRDs)

2.1. Lands Required for the Project

The City of Arcadia will be required to provide permanent flood protection levee easements for the levee (including a minimum 15-foot vegetation-free zone for future operation, maintenance and inspection), drainage ditch easements¹ for the relocated Turton Creek channel, a permanent flood protection levee easement for the engineered high ground, and temporary easements to facilitate construction activities. Additionally, the four residential and two commercial acquisitions coupled with the Texas crossing parcels, all located directly within the

¹ A drainage ditch easement is proposed at this time. There is a possibility that a Channel Improvement Easement may be a more appropriate estate. A final determination of estates necessary for the proposed project will be made during the design phase.

footprint of the project's permanent levee, shall be acquired and held in fee. An estimate of the total lands required are shown in Table 1. At this time, borrow/disposal areas and the rough acreage required have not been identified and determined. However, once a borrow site has been selected and the depth of the useable borrow material determined, the actual required acreage will be calculated. For the purposes of this feasibility report, borrow material is assumed to come from sources within a 5-mile radius of the city of Arcadia, or from suitable material excavated from the project area or from a current stockpile located on Ashley property. Drawings showing the areas required for construction and operation of the proposed project, superimposed on known tracts, is attached at the end of this real estate plan.

The acreage for the utility easements is "undetermined" at this time, because the extent of the required utility relocations is not yet known.

The project has been separated into four reaches based on hydraulic conditions. The following paragraphs and figures document the features contained within each of the four reaches.

Type of Estate	Reach 1	Reach 2	Reach 3	Reach 4	Total Acres
Fee	1.16 (4 residential acquisitions)	9.4 (2 commercial acquisitions)	0	0	10.56
Flood Protection Levee Easement	1.79	9.46	0.92	4.33	16.5
Drainage Ditch Easement	3.38	0.81	0	0	4.19
Temporary Work Area Easement	2.84	2.7	14.24	4.47	24.25
Total Acres	9.52	22.37	15.16	8.8	55.85

Table 1. Estimate of total estates in acres 'required to complete the project'.

The city of Arcadia already owns approximately 12 acres of permanent levee or channel easements in the area of the proposed project. *The total additional easements and/or fee acres* required to complete the project are as shown in Table 2, below.

Table 2. Estimate of estates in acres required for the project which are currently 'privately owned'.

Type of Estate	Reach 1	Reach 2	Reach 3	Reach 4	Total Acres
Fee	1.16 (4 residential acquisitions)	9.4 (2 commercial acquisitions)	0	0	10.56
Flood Protection Levee Easement	0.1	6.68	0.92	2.31	10.01
Drainage Ditch Easement	1.81	0.62	0	0	2.43
Temporary Work Area Easement	1.81	2.02	14.24	2.59	20.66
Total Acres	4.88	18.72	15.16	4.9	43.66

A narrow permanent easement for inspection, running along the centerline of the engineered high ground, and then parallel to the railroad line through the Ashley property, has been included in the real estate requirements. The majority of the work on Ashley property will be performed using temporary construction easements.

Because this is a heavily developed urban area, numerous utilities are expected to be encountered. As the plans and specifications for this project are developed and the utilities are identified, the need for any relocation of these utilities, and the responsibility for such relocation, will be determined at that time. All utility and facility relocations will be performed at the city of Arcadia's expense, as part of their local responsibilities.

The term of the temporary easements will have to span at least 2.5 years, the estimated time to complete construction of all elements, plus the time between acquisition and construction start.

Draft Real Estate Tract Maps are provided in Exhibit C.

2.2. Study Reaches

Reach 1 (Turton Creek) - This is a priority area for Arcadia in that recent flood events have caused major damage to homes and roads in this area. The reach starts just upstream of the Oak Street Bridge and terminates at approximately the beginning of the school field (about 1,279 linear feet of levee). The plan includes the acquisition of four parcels with residences, realignment of a portion of Turton Creek channel which will require mitigation and the construction of a levee and the construction of a Texas Crossing. (Figure 2).

Stream and wetland mitigation will be required to offset project impacts and USACE is working with Wisconsin Department of Natural Resources on a mitigation plan. Currently, USACE is proposing to purchase mitigation bank credits and is in the process of determining the rough acreage that shall be required to offset wetland impacts.



Figure 2. Reach 1 Site Plan.

Reach 2 (Turton Creek transitioning to the Trempealeau River) – This Reach requires the acquisition and relocation of 2 commercial structures and modification of a very small portion of the school's playground as shown in Figure 3. The levee begins by tying into the western end of Reach 1 at the school playground and continues to the Wisconsin National's railroad bridge where a new swing-gate railroad closure will be constructed. The Wisconsin National Railroad, a major local carrier of Ashley Furniture's raw and finished products, has been engaged in planning discussions regarding this levee protection project and, while no agreement has been finalized, the Railroad appears to be open to the overall project and willing to try to accommodate one of its largest clients (Ashley Furniture). From there, the levee continues along the left bank of Turton Creek extending to the Main Street and River Street bridges where two (2) swing-gate closures will be constructed (Figure 4). The plan requires a small reroute of Turton Creek channel. From that point forward and running parallel to the Trempealeau River, a floodwall will be constructed with the existing levee being removed.

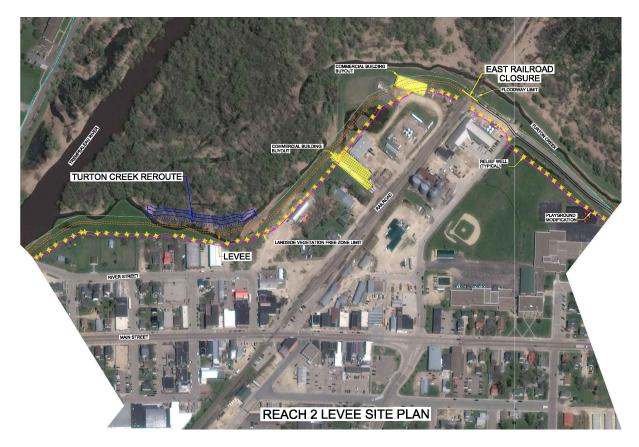


Figure 3. Reach 2 Site Plan on Turton Creek.

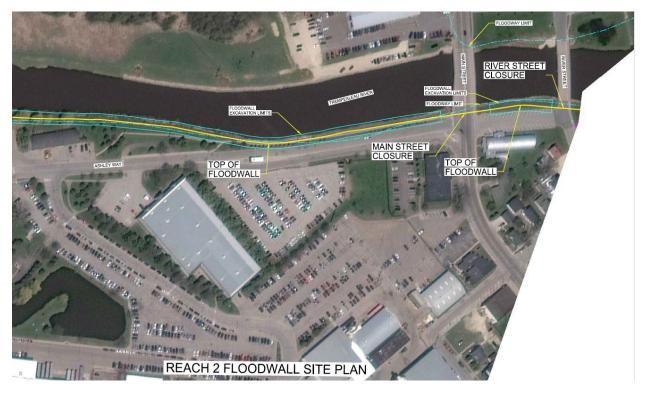


Figure 4. Reach 2 Site Plan – Trempealeau River.

Reach 3 (Ashley Furniture Campus) – This reach starts at approximately the grounds maintenance building on Ashley Way and extends to the end of the parking area, intermodal yard, and railroad tracks terminating near the city's existing pump station (Figure 5). This reach involves improving the existing parking lot/driving areas to act as engineered high ground, and raising the mainline, siding track, and spur-line of the Wisconsin Central Railroad adjacent to the Ashley furniture intermodal yard. The Wisconsin Central Railroad, a small local provider, has been open to the project in an effort to support one of its largest customers. No land acquisition will be necessary for the raising of the railroad and all work will be performed within temporary construction areas. This reach is designed to provide benefits from flood events primarily from the Trempealeau River as well as Myers Valley Creek.



Figure 5. Reach 3 Site Plan.

Reach 4 (Myers Valley Creek) – This Reach ties into the Reach 3 railroad raise and extends along Myers Valley Creek and terminates at a high point adjacent to County Road J (Figure 6). This reach involves the construction of a new levee and raises to the existing levee to meet design standards. This Reach will require the relocation of both 237 feet of water main and 2,128 feet of sanitary main.



Figure 6. Reach 4 Site Plan.

3. Non-Federal Sponsor LERRD

At this time, the City of Arcadia has not performed any acquisition actions however, over the last approximately fifty years of flood fighting, the City has acquired permanent levee easements in Reach 1 that currently amount to about 12 acres.

4. Estates to be Acquired

The following are the estates that will be used by the NFS to secure the rights necessary for the construction, inspection, operation and maintenance of the proposed project.

CHANNEL IMPROVEMENT EASEMENT - A perpetual and assignable right and easement to construct, operate, and maintain channel improvement works on, over and across (the land described in Schedule A) (Tracts Nos.______, and_____) for the purposes as authorized by the Act of Congress approved_______, including the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate: dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; and for such other purposes as may be required in connection with said work of improvement; reserving, however, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the

rights and easement hereby acquired; subject, however, to existing easements far public roads and highways, public utilities, railroads and pipelines.

DRAINAGE DITCH EASEMENT - A perpetual and assignable easement and right-of-way in, over and across (the land described in Schedule A) (Tracts Nos._____, ____and_____) to construct, maintain, repair, operate, patrol and replace a drainage ditch, reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

FEE – Acquiring real estate interests in fee may be required if acquisition of easements and construction of the project leaves the landowner with an unusable remnant. The fee simple title to (the land described in Schedule A) (Tracts Nos. , and), Subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

FLOOD PROTECTION LEVEE EASEMENT - A perpetual and assignable right and easement in (the land described in Schedule A) (Tracts Nos., _____, and ____) to construct, maintain, repair, operate, patrol and replace a flood protection (levee) (floodwall)(gate closure) (sandbag closure), including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

FLOWAGE EASEMENT (Portions of Land to be Subjected to Permanent Inundation and Portions to be Subjected to Occasional Flooding) - The perpetual right, power, privilege and easement in, upon, over and across (the land described in Schedule "A") (Tracts Nos.____, ____ and_____ for the purposes set forth below:

a. Permanently to overflow, flood and submerge the land lying below elevation (and to maintain mosquito control,) in connection with the operation and maintenance of the project for the purposes as authorized by the Act of Congress approved

______, together with all right, title and interest in and to the timber and the continuing right to clear and remove any brush, debris and natural obstructions which, in the opinion of the representative of the United States in charge of the project may be detrimental to the project.

b. Occasionally to overflow, flood and submerge the land lying above elevation (and to maintain mosquito control,) in connection with the operation and maintenance of said project.

Together with all right, title and interest in and to the structures and improvements now situate on the land, except fencing above elevation _____(and also excepting

______, (here identify those structures not designed for human habitation which the District Engineer determines may remain on the land)) provided that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution.

TEMPORARY WORK AREA EASEMENT - A temporary easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos.______, and_____), for a period not to exceed_______, beginning with date possession of the land is granted to the United States or the non-Federal sponsor, for use by the United States or the non-Federal sponsor, its representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the

Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

UTILITY AND/OR PIPELINE EASEMENT - A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. ______, and _____), for the location, construction, operation, maintenance, alteration; repair and patrol of (overhead) (underground) (specifically name type of utility or pipeline); together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

5. Existing Federal or Overlapping Projects

None.

6. Federally Owned Lands or Other Interests

There are no known federally owned lands or lesser interests that lie fully or partially within the proposed project LERRD.

7. Navigational Servitude

The Trempealeau River in the state of Wisconsin is not navigable, as determined by USACE.

8. Project Map



Figure 7. Recommended Plan for Arcadia, WI.

9. Induced Flooding

Most of the city of Arcadia on the right bank (north side) is separated from the Trempealeau River by Willow Street, which is a broad paved road which runs parallel to the river. In the past, this road has been relatively effective at resisting flooding. There is a small section on the upstream end of Willow Street that naturally overtops, and flood waters can impact infrastructure on this side of the Trempealeau River. Hydraulic modeling shows that under existing conditions for the 1% AEP, assuming Willow Street and the existing left bank emergency levee are both effective, water depths range from 0.0 to 5.7 feet. This indicates a slight increase in depth of 0.1 feet between the existing and with-project conditions.

An induced flooding analysis was completed to assess any impacts that the recommended project may have on adjacent areas. The analysis indicated that there are up to five structures on the right bank of the Trempealeau River that could move from the category of basement flooding to first floor flooding with the proposed project in place for the 1 percent annual exceedance probability flood event. The analysis assumed a baseline scenario in which neither the Willow Street roadway nor the existing left bank levee were effective in resisting flood flows. When compared to a scenario with an effective levee in place on the left bank, the expected average annual induced damages were \$53,560. However, because the left bank emergency levees and Willow Street roadway have historically been effective in past flood events, the

induced flooding analysis that assumes they are not effective may overstate the amount of induced damages.

The results of the hydraulic and economic analyses were shared with the local sponsor. The local sponsor suggested that more accurate ground surveys be performed in the design phase, and mitigation be identified at that time. At a minimum for this Study, subtracting the induced damages from the available benefits, and recommending that the city implement advanced measures (ex: sandbags or other emergency measures) to mitigate any potential damages on the right bank of the Trempealeau River was determined to be an appropriate course of action at this time.

Office of Counsel did participate in a very preliminary discussion regarding the flooding of a small section of the upstream end of Willow Street and it was suggested more accurate ground surveys be performed. Because of the induced flooding discussion, a flowage easement template has been included in this REP.

10. Baseline Cost Estimate for Real Estate

10.1 Lands

The estimated cost for LERRD required for the project, including the acquisition and relocation of 2 commercial structures and 4 residential properties is \$6,199,000, including contingencies. This estimate includes lands, easements, acquisitions, relocation assistance benefits, administrative costs, etc. and contingencies anticipated for securing the real estate interests required to construct, maintain and operate the proposed project, including the acquisition of the easement interest over Ashley Furniture's engineered high ground. Administrative expenses have been estimated based on knowledge of past acquisitions.

The city of Arcadia already owns approximately 11.8 acres of the approximate 56 total acres required for the construction, operation and maintenance of the Recommended Plan. Excluding acquisitions of the above mentioned six (6) structures (approximately 10.56 acres) that shall be acquired in fee, the approximate 32.5 acre remaining balance will be acquired as permanent or temporary construction easements.

10.2 Facility/Utility Relocations

The estimated cost for facility and utility relocations is \$9,358,000, including contingencies. Prior to the construction of the new levees and associated features, the existing levee and associated features will be removed and any utility line within the design limits of the new levee prisms will either be removed or relocated. The relocation cost includes cost for both permanent and temporary relocations of infrastructure modifications and municipal utilities. The relocation of 237 feet of water main and 2,128 feet of sanitary main, raise of the railroad main line and spur line and the cost of the modification to the school playground are all included in the LERRDs costs. A Reach 2 railroad closure already exists and, with the addition of the proposed swing gate closure, the function of the railroad as it stands under existing conditions will not change.

11. Relocation Assistance Benefits, Public Law 91-646

All land acquisitions and relocations for the City of Arcadia project will be done in accordance with P.L. 91-646. The above BCERE estimate of \$6,199,000 includes the cost of acquisition of 2 commercial structures, 4 residences and associated outbuildings, relocation allowances, replacement housing allowances, administrative expenses, lands, easements, surveys, title searches, closing costs and contingencies.

12. Mineral Activity

There are no known mineral recovery activities currently ongoing or anticipated, or oil/gas wells present on the proposed project or in the immediate vicinity that will impact the construction, operation, or maintenance of the project. No acquisition of any mineral interest from surface owners or rights outstanding in third parties will be required.

13. NFS Real Estate Acquisition Capabilities Assessment

The non-Federal sponsor for this project is the city of Arcadia. An assessment of the sponsor's real estate acquisition capability was conducted via a telephone interview with the local sponsor, and is made a part of this REP (Exhibit A). The local sponsor has the legal authority to acquire and hold title to real property for the project purposes; has power of eminent domain, and has quick take authority. As per the local sponsor, none of the lands or interests lie outside of the political boundary of the city of Arcadia. The Local sponsor does not have the authority to condemn property owned by the railroad, however, the railroad is expected to be cooperative. The City's one rail line, owned by Wisconsin National Railroad, runs through downtown Arcadia and coordination between the railway, USACE, the non-federal sponsor and Ashley Furniture Industries has been ongoing throughout the Study and will continue into the design phase. Thus far, the railroad has been both cooperative and responsive and appears receptive to trying to accommodate one of its largest customer. If the non-Federal sponsor is unable to obtain the requisite real estate interests from the railway, the non-Federal sponsor may seek USACE assistance.

Arcadia's relationship with the federal government regarding flood fighting goes back at least 50 years and, while the city's particular relationship with the government has varied due to the authorizing legislation, the city has always been a very cooperative and successful partner.

While the sponsor has the legal authority, it is being recommended, because Public Law 91-646 is extremely voluminous and intricate, that the City contract with an experienced firm to deal with all Public Law 91-646 acquisitions.

14. Zoning Ordinance Requirements

No application or enactment of zoning ordinances is proposed in lieu of, or to facilitate, LERRD acquisition in connection with the project.

15. Project Schedule

The proposed schedule in Appendix E - Cost Engineering, shows that Real Estate drawings are to be provided 1 year prior to award of the construction contract. Typically, this should provide adequate time for the Local Sponsor to acquire the six (6) required properties coupled with the

permanent and temporary easements. However, it is recognized the current one (1) year acquisition window may not be sufficient but, for now, the one (1) year time period serves as a place holder. The validity of this project's time schedule will no doubt be closely reviewed during all future project phases. Table 3 provides a task and potential duration for major real estate activities that may be necessary for the project. Typically, the USACE will not award a construction contract until the acquisition of real estate needed for the project has been certified. Delays in certifying the project real estate may affect the initiation of construction.

Table 3. Real Estate Land Acquisition Major Milestones

TASK	Duration
Survey and Mapping	90 Days
Tract Appraisal	120 Days
Secure Title Commitment(s)	30 Days
Preliminary Title Opinion	30 Days
Offer to Purchase /	180 Days
Negotiations	
Title Curative	120 Days
Closing / Conveyance of Title	30 Days
Condemnation (if necessary)	18 – 24 Months

16. Public Utility or Facility Relocations, Alterations, or Replacement

Infrastructure within and adjacent to the impact area includes overhead transmission and distribution lines, distribution switches, underground transformers and distribution lines, and street lights. Within Arcadia, underground gas mains and service pipelines are commonly run adjacent to and within the impact area. Natural gas service distribution stations are also scattered throughout Arcadia near the project area. Additionally, Arcadia's Water Treatment Plant is in the south western portion of Arcadia, adjacent to the project. Furthermore, the City maintains and operates a storm sewer system consisting of underground pipes, manholes, lift stations, and other associated infrastructure.

The relocation of 237 feet of water main and 2,128 feet of sanitary main, the raise of the railroad main line and spur line, and the modification to the school playground are all included in the LERRDs costs.

Construction of the Arcadia project will require utility relocations. The intent of this paragraph is to acknowledge that, as the project moves forward, additional utility relocations may be identified, and this Real Estate Plan will be updated in accordance with Planning Guidance Letter No. 31 - Real Estate Support to Civil Works. Based upon an engineer's report and a site inspection, it has been determined the above described utilities need to be relocated. However, an attorney's opinion of compensability has not yet been sought during this feasibility phase but shall be at the appropriate time. Estimated relocation costs have been incorporated into Total Project Costs.

"ANY CONCLUSION OR CATEGORIZATION CONTAINED IN THIS REAL ESTATE PLAN, OR

ELSEWHERE IN THIS PROJECT REPORT, THAT AN ITEM IS A UTILITY OR FACILITY RELOCATION TO BE PERFORMED BY THE NON-FEDERAL SPONSOR AS PART OF ITS LERRD RESPONSIBILITIES IS PRELIMINARY ONLY. THE GOVERNMENT WILL MAKE A FINAL DETERMINATION OF THE RELOCATIONS NECESSARY FOR THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PROJECT AFTER FURTHER ANALYSIS AND COMPLETION AND APPROVAL OF FINAL ATTORNEY'S OPINIONS OF COMPENSABILITY FOR EACH OF THE IMPACTED UTILITIES AND FACILITIES."

17. Hazardous, Toxic, and Radioactive Waste (HTRW)

A phase I Environmental Site Assessment (ESA) and limited Phase II ESA were performed in April, 2020. The full ESA and results can be found in Appendix P or a summary may be found in 3.10.7 of the Main Report.

Additionally, the local sponsor has been advised that any parcel found to contain any HTRW must be remediated before inclusion into the project and any HTRW remediation is the responsibility of the non-Federal Sponsor and, should remediation be necessary, the said expense is not a project cost and is not creditable to the non-Federal Sponsor.

18. Landowner Opposition / Public Concern

In general, the local community is in support of this project. The city leadership and local citizens are anxious to get the project under construction, so that their risk of flood-induced damages will be reduce in the future. City leadership desires to minimize the number of homes that would be removed as part of the project, and this desire is reflected in the chosen levee alignment.

19. LERRD Acquisition Prior to Project Partnership Agreement (PPA) Execution

The non-federal sponsor was provided a copy of the model agreement for Section 205 – Continuing Authorities Program Structural Flood Risk Management Projects – dated January 18, 2017 (with updates as of January 3, 2019), and was advised of the risk associated with acquisition of the project's LERRD prior to execution of a PPA. As of the date of this REP, no formal risk letter has been sent.

20. Other Relevant Real Estate Issues

Regarding that portion of Reach 3 that encompasses Ashley Furniture's truck parking lot and is designated as engineered high ground, a permanent easement will be required along the crest of the engineered high ground and adjacent to the railroad through Reach 3.

The non-Federal sponsor will be responsible for all operation, maintenance, repair, rehabilitation and replacement (OMRR&R) of all project features.

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Peter Crary (Preparer) Realty Specialist	Date
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Stephanie Dupey (Reviewer) Realty Specialist	Date
SOMMERLAND.KE VIN.J.1231189048 Digitally signed by SOMMERLAND.KEVIN.J.12311890 Date: 2019.10.29 20:28:52 - 05'00'	
Kevin Sommerland (Approver) Chief of Real Estate	Date

USACE | Real Estate Plan Appendix B

St. Paul District

(Not for public release)

Real Estate Base Cost Estimate					
		%			
Account	LERRD Category	Contingency	Cost		
01	Lands and Easements (includes borrow sites)	.25%	\$5,519,000 ¹		
01	Incremental RE Costs				
01	Relocation Assistance Program (P.L. 91-646)		\$470,000 ²		
02	Facility/Utility Relocations		\$9,358,000		
	Su	btotal LERRDs:			
01	01 Non-Federal Administrative Costs (including credits)				
01	01 Federal Administrative Costs				
	Total Rea	al Estate Costs:	\$15,557,000		
Prepared by	: Peter Crary, 16 June 2020				

Foot note # 1: In the fall of 2019, a brief gross appraisal was done and an across the board \$3.00 per square foot cost was used with the said \$3.00 per square foot dollar amount being considered generous. As the project is moved forward into the design, plans and specifications phase, a more refined and detailed appraisal is planned.

Foot Note # 2: The cost of providing relocation assistance benefits for the relocation of four (4) residences is estimated @ \$30,000 per residence or \$120,000 and the cost of relocating two (2) commercial entities is estimated at approximately \$350,000.