

**APPENDIX E**  
**REAL ESTATE PLAN**

## **APPENDIX E**

### **REAL ESTATE PLAN MANISTIQUE SEA LAMPREY BARRIER MANISTIQUE RIVER MANISTIQUE, MICHIGAN**

#### **NON-FEDERAL CO-SPONSORS: STATE OF MICHIGAN (“MDNR”) AND GREAT LAKES FISHERY COMMISSION (“GLFC”)**

#### **1. AUTHORITY / PURPOSE AND DESCRIPTION / LOCATION**

Section 1135 of the Water Resources Development Act of 1986 (Public Law 99-662) as amended, (“WRDA”), authorizes the project. This act allows Federal expenditures for efforts aimed at restoration of environmental quality where: (a) the construction or operation of a U.S. Army Corps of Engineers (USACE) water resources project has contributed to the degradation of the quality of the environment; and, (b) such restoration measures do not conflict with the purposes of the original water resources project.

The purpose of this project is to decrease the sea lamprey population in Lake Michigan. Sea lampreys are a non-native invasive fish species that kill large numbers of desirable native commercial and game fish in the Great Lakes. The project involves the construction of a fixed crest cantilevered barrier, replacement of the existing upstream west concrete wall, and removal of the center flume wall in the Manistique River. The sea lamprey barrier will span the river and be approximately 360 feet in length which is the width of the river at the dam. Portions of the existing dam would be demolished to accommodate the barrier. Due to the river’s width and existing conditions, the barrier will include four (4) lamprey traps. Access to the lamprey traps will be provided by direct land access via a permanent road easement from the West side of the barrier. Travel across the barrier for operation and maintenance purposes will be provided via walkway that will be approximately six feet wide to allow for access by a four-wheeler and trailer used for transporting the lamprey, and extend across the barrier. Additionally, the walkway will have several hinged sections to allow for use of portable traps.

The Manistique harbor is a Federal deep draft commercial harbor with mixed commercial and recreational uses. The harbor also serves as a Harbor of Refuge. The harbor is authorized by the River & Harbor Acts of 3 March 1905, 2 March 1907 and 17 May 1950. The harbor has a maintained depth of 12.5 feet and includes nearly 3,000 linear feet of breakwater and pier structures and approximately 4,000 linear feet of maintained channel. This harbor has the only vessel launching facility within an eighty mile radius on the Northern Lake Michigan/Upper Peninsula shoreline capable of launching law enforcement and search and rescue vessels. Dredging of the harbor was last completed in 2010.

The Manistique River is a 67-mile-long river that winds southward through the central Upper Peninsula of Michigan from its headwaters near Lake Superior to its mouth in Lake Michigan. It drains approximately 1,461 square miles of the Upper Peninsula, including most of Schoolcraft County and small portions of Alger County, Delta County, Luce County, and Mackinac County. The river is navigable from the mouth at Lake Michigan up to the MPI dam (approximately 2 miles), and upstream of the dam. It discharges into Lake Michigan approximately 2 miles south of the project site.

This Real Estate Plan ("REP") is being submitted in accordance with Chapter 12 of ER 405-1-12 for approval. This REP describes the lands, easements, rights-of-way, relocations and disposals areas ("LERRDs") required for the construction, operation and maintenance of the project as well as other facts relating to the project and the non-federal co-sponsors.

## **2. LERRDs REQUIRED FOR CONSTRUCTION, OPERATION AND MAINTENANCE**

The barrier is in the immediate, downstream vicinity of an existing dam owned by Zellar MPI Real Estate Inc. ("MPI"). The dam has no utility for MPI and is not in active use for any commercial or hydro-electric purposes. The Federal Energy Regulatory Commission exercises no authority over the dam. The Michigan Department of Natural Resources (MDNR) maintains jurisdiction of the dam for "dam safety" purposes. MPI files tri-annual inspection reports prepared by an independent engineering firm on the condition of the dam with the MDNR. Any change or modification of the dam will require coordination with the MDNR.

Alternative 1, the recommended alternative, consists of the construction of a cantilevered steel sheet pile (SSP) wall and replacement of the west concrete wall. This alternative would be constructed adjacent to the existing sill on the downstream side of the MPI dam. The SSP would be placed in a trench at a depth of 7 feet below the top of bedrock which would be backfilled with concrete. The subsurface portion of the SSP would serve as a cutoff wall and prohibit escapement of lamprey through fissures in the bedrock. The top of barrier elevation will be at 600 feet (IGLD 85) or about 2 feet above the existing sill. The barrier would be 360 feet long, the width of the river at the dam. Portions of the existing dam would be demolished to accommodate the barrier. The barrier would include a stop log section where the State of Michigan could implement a fish passage at their convenience. Prior to the construction of any modifications, USACE will be provided with construction for concurrence/approval.

Alternative 1 also involves the removal of all 2,740 feet of the center flume wall. The removal will eliminate the hydraulic boil at the confluence of the flume and river flows in this section of the river. The lampreys are attracted to turbulence and congregate in the area; eliminating this will promote the migration of the lamprey upstream to the barrier and the trap and sort complex.

The River at the dam is approximately 360 feet in width, is contained within its banks, and maintains this width and containment above the dam for 4,000± feet where it turns to the north. Around this point the land flattens into a broad area labeled on state maps as the Jamestown and Island Sloughs. The river still has a recognizable boundary through the Sloughs, but not as defined as nearer the dam. It is in the Jamestown and Island Slough area that approximately 215 acres will be inundated due to the project. See Exhibit A Plate 31.

The ownership of affected land in the Jamestown and Island Sloughs varies with the majority owned by the State (201 acres). The City of Manistique owns (9.8 acres), and a private property owner (3.9 acres).

The last component of Alternative 1 is the replacement of the lower 850 feet of a deteriorating concrete wall with a clay berm. When built, the primary purpose of the wall was to contain the impounded water behind the dam along the west bank of the natural river channel. The clay berm is the most cost effective solution for replacement of the wall and accomplishes the hydraulic purpose of providing the 1.5 foot drop at the lamprey barrier during the design flood event (6.7% (15 year). Flood protection provided by the berm during the 1% exceedance is coincidental and not related to the purpose of the project.

MPI owns lands necessary for the modifications to the dam to include the bottomland areas. MPI also owns the lands required for removal of the flume as well as the area required for replacement of the west concrete wall.

### **Fee Interest Real Estate: 0.61 acres**

The fee simple title to (the and described in \_\_\_\_\_ Schedule A) (Tracts Nos. \_\_\_\_\_), Subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

### **Channel Improvement Easement Real Estate: 3.38 acres**

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 Section 1135 of the Water Resources Development Act of 1986 (Public Law 99-662) as amended, 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 for public roads and highways, public utilities, railroads and pipelines.

### **Road/Access Easement: 0.15 acres**

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 replacement of (a) road(s) and appurtenances thereto; 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 owners, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land at the locations indicated in Schedule B); <sup>2</sup> subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

### **Temporary Work Area Easements: 15.01 acres**

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, for use by the United States, 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.

### **Flowage Easement (Permanent Flooding): 214.7 acres**

The perpetual right, power, privilege and easement permanently to overflow, flood and submerge (the land described in Schedule A) Tracts Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_), (and to maintain mosquito control) in connection with the operation maintenance of the project as authorized by the Act of Congress approved \_\_\_\_\_, and the continuing right to clear and remove and 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, together with all right, title and interest in and to the timber, structures and improvements situate on the land (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.

See the Real Estate Plan Maps (Exhibit A) a depiction of all project lands including inundation areas. All real estate information presented in this REP is limited to the areas and estates indicated on that drawing. No other lands or estates are now known to be required for project purposes.

### **3. LERRDs ALREADY OWNED**

The MDNR, one of the non-federal co-sponsors, owns approximately 201 acres required for project purposes. These lands are contained in the area that will be subject to permanent

flooding when the barrier is completed. The Great Lakes Fishery Commission is providing funding for this project and the State of Michigan will become the real estate holder of all project lands.

#### **4. LERRDs ACQUIRED FOR, OR WITH THE USE OF FUNDS FROM, ANOTHER FEDERAL PROGRAMS OR PROJECT**

No LERRDs were previously acquired with Federal funds or in conjunction with another Federal project as any part of this project.

#### **5. NON-STANDARD ESTATES**

Non-Standard Estates are not required for this project.

#### **6. EXISTING FEDERAL PROJECTS**

There is no existing Federal project that lays fully or partially within the project.

#### **7. FEDERAL LAND**

There is no federally owned land included within the LERRDs required for the Project.

#### **8. NAVIGATION SERVITUDE**

Navigational Servitude will not be exercised.

#### **9. PROJECT MAP - See Exhibit A.**

#### **10. INDUCED FLOODING**

The hydraulic analysis indicates there will be induced flooding, under certain conditions, upstream of the project area as a result of the project. A takings analysis was conducted on 19 February 2014 with an addendum to the original analysis on 18 September 2017 by Office of Counsel. The takings analysis determined that areas within the Jamestown Slough area will require a flowage easement as a result of the project.

## 11. BASELINE COST ESTIMATE

The estimated value of the LERRDs required for the Project, Alternative 1, are as follows:

Fee Interest:	0.61	acres	\$	305.00
Permanent Road Easements:	0.15	acres	\$	2,250.00
Temporary Work Area Easements:	15.01	acres	\$	25,792.00
Channel Improvement Easements:	3.38	acres	\$	62,640.00
Permanent Flowage Easements	214.17	acres	\$	204,000.00
Incremental Cost (20%)			\$	58,997.00
<hr/>				
LERRD Total	233.32	acres	\$	355,000.00
NFS Administrative Costs (legal, appraisals, surveys, title evidence, etc):			\$	110,000.00
<b>Total:</b>			<b>\$</b>	<b>465,000.00</b>
The Federal administrative costs are estimated to be:			\$	25,000.00

The value of the lands, relocations, and disposal areas required for the project was determined by an appraisal performed by the District Appraiser, Detroit District, U.S. Army Corps of Engineers, June 2012. An updated cost estimate was approved by the District Appraiser, Huntington District, October 2017.

The estimated value of LERRD is a preliminary estimate which may decrease or increase upon completion of an appraisal. In addition to the limitations of the valuation processes and methods used to develop the estimates, there are areas of risk identified that potentially could impact the estimates significantly. To the extent possible, these risk items have been quantified and added as incremental costs.

The Non-Federal sponsor's administrative costs are based on the assumption that U.S. Army Corps of Engineers will be performing the acquisition for the project. A Memorandum of Agreement with the non-federal sponsor will be signed concurrently with the PPA acknowledging the responsibilities associated with acquisition. Upon signing the MOA for USACE to provide acquisition for the project, the Non-Federal sponsor's administrative costs would become a Federal administrative cost, per the agreement.

The project will not require the relocation of any residences or businesses.

## 12. MINERALS

No extractable minerals are known to exist within the project lands. There is no standing timber or vegetation on the project lands, other than in the areas of the flowage easements, if any.

## 13. CAPABILITY ASSESSMENT

The GLFC and MDNR will be co-sponsors for this project. It has been determined that GLFC is moderately capable as they do not have the resources on staff to perform acquisition for this project. Although MDNR is fully capable, it is anticipated that they will not be performing acquisition for this project. USACE will perform the acquisition necessary for this project on behalf of the sponsors.

See Exhibit B.

#### **14. ZONING**

The enactment of zoning ordinances will not be required for this project.

#### **15. SCHEDULE**

<b>ACTIVITY</b>	<b>Completion Date</b>
Execute PPA	October 2018
Receipt of Real Estate Maps	October 2018
Plans and Specifications Complete	November 2019
Real Estate Acquisitions Completed	January 2021
Advertise Construction Contract	June 2021
Award Construction Contract	July 2021
Completion of Construction	November 2022

It is anticipated that Real Estate acquisition will take approximately 15 months. If condemnation is necessary, the acquisition time may increase to 18-24 months.

#### **16. FACILITY OR UTILITY RELOCATIONS**

No facility or utility relocations are required for project purposes.

#### **17. ENVIRONMENTAL**

The Detroit District USACE Environmental group studied the project area and produced an Environmental Assessment (EA) based on the Recommended Alternative with wetland mitigation / compensation measures implemented as appropriate based on the final project design to meet State requirements. Their findings indicate the project would not have significant adverse direct, indirect, or cumulative effects on the quality of the human or natural environment.

The EA has been prepared in accordance with the National Environmental Policy Act (NEPA), the Council on Environmental Quality, Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act (40 CFR Parts 1500-1508), and the Corps of Engineers, Policy and Procedure for Implementing NEPA (33 CFR Part 230). The proposed project has been reviewed pursuant to the following Acts and Executive Orders, as amended: National Environmental Policy Act of 1969, Fish and Wildlife Act of 1956, Fish and Wildlife Coordination Act of 1958, National Historic Preservation Act of 1966, Clean Air Act of 1970, Executive Order 11593-Protection and Enhancement of the Cultural Environment of May 1971, Coastal Zone Management Act of 1972, Endangered Species Act of 1973, Water Resources Development Act of 1976, Clean Water Act of 1977, Executive Order 11990-Wetland Protection of May 1977, Executive Order 11988-Floodplain Management, and the Farmland Protection Policy Act (Subtitle I of Title XV of the Agriculture and Food Act of 1981). The purpose of the proposed project is to prevent upstream migration of the sea lamprey to suitable and preferred spawning and larval habitat and to increase sea lamprey trapping efficiency, resulting in a benefit to

Lake Michigan and the Great Lakes fishery and ecosystem.

There is a permanent increase in flood water levels associated with the proposed action. The floodplain inundation upstream of the barrier would be altered and is anticipated to increase due to the anticipated increase in water level elevations for all flow events. The additional land type that could be inundated is mainly upstream wetlands and some farmland. These land types are similar to that which would currently be inundated during a 1% flood frequency under current conditions. The impacts to the floodplain would be minor due to the undeveloped and non-human inhabited nature of the lands. The increase in flood water levels has been mitigated through minimization measures. Actions taken to minimize the impact include locating the proposed barrier in the immediate vicinity of the existing dam and the design for the proposed barrier height.

## **17. PROJECT SUPPORT**

The non-federal co-sponsors are both willing sponsors and fully supportive of this project. The public is also supportive and there is no anticipated opposition to the project.

## **18. RISK NOTIFICATION FOR ADVANCE NOTIFICATION**

Risk Notification letters were sent 28 November 2016.

## **19. OTHER RELEVANT REAL ESTATE ISSUES**

- a. There are no cemeteries within the project area
- b. There are no historic properties within the project area

It is anticipated that Detroit Real Estate will perform acquisition services for the project on behalf of the non-federal sponsors. Detroit Real Estate will assure that the acquisition process is conducted in compliance with Federal and State Laws, specifically, the requirements under the Federal Uniform Relocation and Acquisition Act (P.L. 91-646). The Real Estate Division will also attend Project Development Team ("PDT") meetings and also review and provide input into draft and final reports prepared by the PDT.

**Prepared by:**

**HARBERT.JESSI  
CA.MARIE.138  
4724821**

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Jessica Harbert  
Realty Specialist

**Reviewed and approved by:**

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ANDREW M. SHELTON  
Chief, Real Estate  
Real Estate Contracting Officer

**Exhibit A**

**PROJECT MAPS**

Plate 25 – Real Estate Plan Index

Plate 26 – Dam Area

Plate 27 – Berm Area

Plate 28-30 – Flume Wall Removal Area

Plate 31 – Jamestown and Island Sloughs  
(Permanent Flooding Areas)















Plate 31

**Exhibit B**

**CAPABILITY ASSESSMENTS**

MANISTIQUE, MI SEA LAMPREY CONTROL PROJECT  
ASSESSMENT OF NON-FEDERAL SPONSOR'S  
REAL ESTATE ACQUISITION CAPABILITY

Sponsor(s): Great Lakes Fishery Commission  
\_\_\_\_\_  
\_\_\_\_\_

Authority: Section 1135 of WRDA of 1986  
\_\_\_\_\_

Non-Federal Sponsor Real Estate Contact:

Jessica Barber U.S. Fish and Wildlife  
\_\_\_\_\_

jessica\_barber@fws.gov  
\_\_\_\_\_  
\_\_\_\_\_

I. Legal Authority

- a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?

Yes  No

Non-Federal Sponsor is authorized to acquire and own land by authority of Great Lakes Fishery Act of 1956 Section 6  
\_\_\_\_\_.

*Note: While the GLFC is authorized to acquire and own land, it is anticipated that USACE will perform the acquisition for this project and the co-sponsor, the Michigan Department of Natural Resources will hold title.*

- b. Does the non-Federal Sponsor have the power of eminent domain for this project?

Yes  No

The use of eminent domain is authorized by Great Lakes Fishery Act of 1956  
\_\_\_\_\_.

*Note: While the GLFC does have the power of eminent domain for this project, it is anticipated that USACE will perform all acquisition for this project.*

- c. Does the non-Federal Sponsor have "quick-take" authority for this project?

Yes  No

PROJECT NAME AND AUTHORITY

Non-Federal Sponsor's "quick-take" authority is authorized by Great Lakes Fishery Act of 1956.

- d. The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/ interests in land required for the project are located inside of their political boundary.

Yes  No

- e. Are any of the lands/ interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?

Yes  No

*Note: Acquisition will be performed by USACE*

- f. The non-Federal Sponsor was provided the Local Sponsors Toolkit on 10 / 21 / 2016.

[http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal\\_Sponsor\\_Package.pdf](http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal_Sponsor_Package.pdf)

Section I. Paula Kohl Date: 02 / 24 / 2017  
Realty Specialist

II. Financial Capability

- a. The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.

Yes  No

- b. It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).

Yes  No

Section II. Paula Kohl Date: 02 / 24 / 2017  
Realty Specialist

PROJECT NAME AND AUTHORITY

**III. Willingness To Participate**

- a. **The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.**

Yes  \_\_\_\_\_

Letter of Intent from the NFS dated 3 / 9 / 2016.

*Note: The Great Lakes Fishery Commission will be providing the funding necessary for the project. The U.S. Fish and Wildlife Service will be providing operations and maintenance for the Project. The MDNR will be holding lands for the project in their name.*

- b. **The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.**

Yes  \_\_\_\_\_

Section III. Paula Kohl  
Realty Specialist

Date: 02 / 27 / 2017

**IV. Acquisition Experience and Capability**

- a. **Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.**

Yes \_\_\_\_\_ No  \_\_\_\_\_

*Note: It is anticipated that USACE will perform the acquisition for this project*

- b. **The non-Federal Sponsor's staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.**

Yes  \_\_\_\_\_ No \_\_\_\_\_

*Note: While GLFC is familiar with P.L. 91-646, the Detroit Real Estate team will be performing acquisition for this project.*

PROJECT NAME AND AUTHORITY

c. The non-Federal Sponsor can obtain contractor support and meet project schedules.

Yes \_\_\_ No \_\_\_ N/A \_\_\_ X \_\_\_

*Note: The Detroit District Real Estate Team will be acquiring lands required for this project. It is not anticipated that outside assistance will be required.*

d. The non-Federal Sponsor's staff is located within a reasonable proximity to the project site.

Yes X No \_\_\_

e. Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?

Yes X No \_\_\_

*Note: It is anticipated that USACE will perform acquisition for this project. A Memorandum of Agreement will be required.*

Section IV. Paula Kohl  
Realty Specialist

Date: 02 / 24 / 2017

V. Schedule Capability

**The non-Federal Sponsor has approved the tentative project/ real estate schedule/ milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.**

Yes X Initials: pmk Date: 12 / 19 / 2016

Section V. Paula Kohl  
Realty Specialist

Date: 02 / 24 / 2017

PROJECT NAME AND AUTHORITY

**VI. LERRD Credits**

**The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.**

Yes X Initials: pmk Date: 12 / 19 / 2016

**Section VI.** paula kohl Date: 02 / 24 / 2017  
Realty Specialist

PROJECT NAME AND AUTHORITY

VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be:

   Marginally Capable

*Note: Choices are: fully capable, moderately capable, marginally capable, and insufficiently capable.*

- a. Fully Capable: *Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & "quick-take" authority) required to provide LERRD.*
- b. Moderately Capable: *Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by \_\_\_\_\_.*
- c. Marginally Capable: *Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by \_\_\_\_\_.*
- d. Insufficiently Capable: *Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by \_\_\_\_\_.*  
*Will rely on \_\_\_\_\_ to hold title.*

*USACE will provide acquisition services for this project. The MDR will hold title to all lands required for the construction, operation and maintenance of this project.*



**MANISTIQUE SEA LAMPREY BARRIER  
ASSESSMENT OF NON-FEDERAL SPONSOR'S  
REAL ESTATE ACQUISITION CAPABILITY**

Sponsor(s): State of Michigan (MDNR)  
and Great Lakes Fishery Commission (GLFC)

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Authority: Section 1135 of the Water Resources Development Act of 1986

Non-Federal Sponsor Real Estate Contact:

Scott Goeman (MDNR)

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**I. Legal Authority**

- a. Does the non-Federal Sponsor have legal authority to acquire and hold title to real property for project purposes?

Yes  No

Non-Federal Sponsor is authorized to acquire and own land by authority of

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*Note: It is anticipated that the USACE will perform the acquisition of LERRD required for the project.*

- b. Does the non-Federal Sponsor have the power of eminent domain for this project?

Yes  No

The use of eminent domain is authorized by Great Lakes Fishery Act of 1956

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*Note: While the Great Lakes Fishery Commission (GLFC) does have the power of eminent domain, it is anticipated that USACE will perform acquisition for this project.*

- c. Does the non-Federal Sponsor have "quick-take" authority for this project?

Yes  No

Non-Federal Sponsor's "quick-take" authority is authorized by Great Lakes Fishery Act of 1956

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PROJECT NAME AND AUTHORITY

- d. The non-Federal Sponsor has reviewed the project maps and confirmed that all of the lands/ interests in land required for the project are located inside of their political boundary.

Yes  No

- e. Are any of the lands/ interests in land required for the project owned by an entity whose property the non-Federal Sponsor cannot condemn?

Yes  No

*Note: It is anticipated the USACE will perform acquisition for this project.*

- f. The non-Federal Sponsor was provided the Local Sponsors Toolkit

on \_\_\_\_/\_\_\_\_/\_\_\_\_.

[http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal\\_Sponsor\\_Package.pdf](http://www.lrd.usace.army.mil/Portals/73/docs/RealEstate/Non-Federal_Sponsor_Package.pdf)

Section I. 

Date: 12 / 23 / 16

Realty Specialist

II. Financial Capability

- a. The non-Federal Sponsor has reviewed and concurs with the real estate cost estimates.

Yes  No

- b. It has been established by the responsible district element that the non-Federal Sponsor is financially capable of fulfilling all requirements identified in the Project Partnership Agreement (PPA).

Yes  No

*Note: The Great Lakes Fishery Commission, a co-sponsor for this project will be providing the funding necessary for construction, operations and maintenance.*

Section II. 

Date: 12 / 23 / 16

Realty Specialist

III. Willingness To Participate

PROJECT NAME AND AUTHORITY

- a. The non-Federal Sponsor has stated in writing its general willingness to participate in the project and its understanding of the general scope of the project and its part of the project.

Yes  \_\_\_\_\_

Letter of Intent from the NFS dated 03 / 09 / 2016 \_\_\_\_\_.

*Note: The Great Lakes Fishery Commission will be providing the funding necessary for the project. The U.S. Fish and Wildlife Service will be providing operations and maintenance for the Project. The MDNR will be holding lands for the project in their name as well as providing operations and maintenance for the project.*

- b. The non-Federal Sponsor is agreeable to signing a project partnership agreement and supplying funding as stipulated in the agreement.

Yes  \_\_\_\_\_

*Note: The Great Lakes Fishery Commission will be providing funding for the project as a co-sponsor.*

Section III. \_\_\_\_\_

*Scott O. M.*  
Realty Specialist

Date: 12 / 23 / 16

IV. Acquisition Experience and Capability

- a. Taking into consideration the project schedule and complexity, the non-Federal Sponsor has the capability with in-house staffing or contract capability, to provide the necessary services such as surveying, appraising, title, negotiating, condemnation, closings, and relocation assistance that will be required for the acquisition of properties for this project.

Yes \_\_\_\_\_ No  \_\_\_\_\_

*Note: It is anticipated that the USACE will perform acquisition for this project.*

- b. The non-Federal Sponsor's staff is familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended.

Yes  No \_\_\_\_\_

*Note: While the GLFC is familiar with P.L. 91-646, it is anticipated the USACE will be performing acquisition for this project.*

- c. The non-Federal Sponsor can obtain contractor support and meet project schedules.

PROJECT NAME AND AUTHORITY

Yes \_\_\_ No \_\_\_ N/A \_\_\_ X \_\_\_

*Note: The USACE real estate will perform acquisition for this project.*

- d. The non-Federal Sponsor's staff is located within a reasonable proximity to the project site.

Yes X No \_\_\_

- e. Will USACE assistance likely be requested by the non-Federal Sponsor in acquiring real estate?

Yes X No \_\_\_

*Note: It is anticipated that the USACE will perform acquisition for this project. A memorandum of agreement will be required.*

Section IV. 

Realty Specialist

Date: 12 / 23 / 16

V. Schedule Capability

The non-Federal Sponsor has approved the tentative project/ real estate schedule/ milestones and has indicated its willingness and ability to incorporate its financial, acquisition, and condemnation capability to provide the necessary project LERRDs in accordance with proposed project schedules so the Government can advertise and award the construction contract as required by overall project schedules and funding limitations.

Yes X Initials: SDG Date: 12 / 23 / 16

Section V. 

Realty Specialist

Date: 12 / 23 / 16

VI. LERRD Credits

The sponsor has indicated its understanding of LERRD credits and its capability and willingness to gather the necessary information to submit as LERRD credits in

PROJECT NAME AND AUTHORITY

within six months after possession of all real estate and completion of relocations in order that the project can be financially closed and there can be a final financial accounting with a proper settlement with the non-Federal Sponsor.

Yes  Initials: SDG Date: 12 / 23 / 16

Note: If a multi-year phased project discuss plan for interim submittals.

Section VI.  Date: 12 / 23 / 16

Realty Specialist

VII. Capability

With regard to this project, the non-Federal Sponsor is anticipated to be:  
Fully Capable

Note: Choices are: fully capable, moderately capable, marginally capable, and insufficiently capable.

- a. Fully Capable: Previous experience. Financially capable. Authority to hold title. Can perform, with in house staff, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation & "quick-take" authority) required to provide LERRD.
- b. Moderately Capable: Financially capable. Authority to hold title. Can provide, with contractor support, the necessary services (survey, appraisal, title, negotiation, closing, relocation assistance and condemnation authority) required to provide LERRD. Quick-take authority will be provided by \_\_\_\_\_.
- c. Marginally Capable: Financially capable. Authority to hold title. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by \_\_\_\_\_.
- d. Insufficiently Capable: Financially capable. Will rely on approved contractors to provide the necessary services (survey, appraisal, title, negotiation, closing, and relocation assistance). Quick-take authority and authority to condemn will be provided by \_\_\_\_\_  
Will rely on \_\_\_\_\_ to hold title.

It is anticipated that the USACE will provide acquisition services for this project. The MDNR will hold title to all lands required for the construction, operation, and maintenance of this project.

PROJECT NAME AND AUTHORITY

VIII. Coordination

This assessment has been coordinated with the non-Federal Sponsor and it concurs with the assessment.

Yes X

This assessment has been coordinated with:

Name: SCOTT D. GOEMAN  
Title: MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
REAL ESTATE SERVICES MANAGER

Prepared by:

KOHL.PAULA.MARI  
E.1024286270

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KOHL.PAULA.MARIE.1024286270  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=KOHL.PAULA.MARIE.1024286270  
Date: 2017.02.24 09:49:46 -0500

Paula M. Kohl  
Realty Specialist

Considering the capability of the non-Federal Sponsor and the ancillary support to be provided by USACE, and identified above, it is my opinion that the risks associated with LERRD acquisition and closeout have been properly identified and appropriately mitigated.

SHELTON.ANDREW.M.1516398511  
W.M.1516398511

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ou=PKI, ou=USA,  
cn=SHELTON.ANDREW.M.1516398511  
Date: 2017.10.26 06:53:20 -0400

Chief, Real Estate Division  
District

Non-Federal Sponsor Representative:

Signature: Scott D. Goeman

Name: SCOTT D. GOEMAN

Title: REAL ESTATE SERVICES MANAGER, MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES

Date: 12/23/16