
**Robe Lake Ecosystem Restoration
Feasibility Study
Appendix D: Real Estate | DRAFT
Valdez, Alaska**



**U.S. Army Corps
of Engineers**
Alaska District

TABLE OF CONTENTS

1.1.	The Real Estate Plan	1
1.2.	Purpose and Need for Action	1
1.3.	Study Authority.....	1
1.4.	Location and Description of the Project Area	1
1.5.	Project Description and Tentatively Selected Plan.....	3
1.5.1.	Alternative B-3	3
1.6.	Real Estate Requirements	6
1.7.	Utility/Facility Relocation	6
1.8.	Existing Projects	6
1.9.	Environmental Impacts	6
1.10.	Project Sponsor Responsibilities and Capabilities	7
1.11.	Government Owned Property	7
1.12.	Historical Significance	7
1.13.	Mineral Rights.....	7
1.14.	Hazardous, Toxic and Radioactive Waste (HTRW)	7
1.15.	Navigational Servitude	8
1.16.	Zoning Ordinances.....	8
1.17.	Induced Flooding	8
1.18.	Public Law 91-646, Relocation Assistance Benefits	8
1.19.	Attitude of Property Owners.....	8
1.20.	Acquisition Schedule.....	8
1.21.	Estates for Proposed Project	9
1.22.	Real Estate Estimate	11
1.23.	Real Estate Code of Accounts	12

LIST OF TABLES

Table 1.	Project schedule.....	9
Table 2.	Real estate cost estimates.	11

LIST OF FIGURES

Figure 1.	Location and vicinity of Valdez and Robe Lake within Prince William Sound, Alaska.	2
Figure 2.	Current Imagery of Robe Lake and the surrounding area.....	3
Figure 3.	Visualization of Alternative B-3 plan components, the TSP.	5

LIST OF EXHIBITS

Exhibit A. Authorization for Entry for Construction 14
Exhibit B. Assessment of Non-Federal Sponsor’s Real Estate Acquisition Capability .. 15

DRAFT

1.1. The Real Estate Plan

This report is tentative in nature and is to be used for planning purposes only and focuses on the Tentatively Selected Plan (TSP). There may be modifications to the plans that occur during Preconstruction, Engineering and Design (PED) phase, thus changing the final acquisition area(s) and/or administrative and land cost. The Real Estate Appendix is intended to support the Integrated Feasibility Report and Environmental Assessment (IFR-EA) for the feasibility study and is written to the same level of detail. The author of this report has viewed the project areas. Date of this report is June 2023.

1.2. Purpose and Need for Action

The U.S. Army Corps of Engineers (USACE), Alaska District is currently investigating the feasibility of ecosystem restoration project at Robe Lake, in Valdez, Alaska. The purpose of this study is to improve the Robe Lake ecosystem function in a self-sustaining way that reduces the amount of human intervention and maintenance required, while improving existing salmonid rearing and spawning habitat. The study will identify and evaluate a full range of reasonable alternatives including the no-action alternative.

1.3. Study Authority

This feasibility study is authorized under the Continuing Authorities Program (CAP) Section 206 of the Water Resources Development Act (WRDA) of 1996 (33 U.S.C. §2330), as amended. It provides authority for USACE to carry out ecosystem restoration and protection projects if the Secretary of the Army determines that the project will improve the quality of the environment and is in the public interest while being cost-effective.

The City of Valdez and the Native Village of Tatitlek are the non-Federal sponsors for the project. The cost share is 65% Federal and 35% non-Federal.

1.4. Location and Description of the Project Area

Robe Lake is located within the northern portion of Prince William Sound in southcentral Alaska and lies within the city limits of Valdez (Figure 1). Robe Lake lies at approximately 61.0862804°N latitude, -146.1370294°W longitude. With a surface area of approximately 682 acres and a mean depth of 10.2 feet, Robe Lake is the only large recreationally usable freshwater lake in Valdez, Alaska. Robe Lake is fed by three tributaries: Brownie Creek, the relic channel Old Corbin Creek, and Deep Creek.



Figure 1. Location and vicinity of Valdez and Robe Lake within Prince William Sound, Alaska.

In the 1950s a gravel berm was constructed on Corbin Creek, which heads at the terminus of Corbin Glacier, to divert flow and prevent flooding and washout of the Richardson Highway. Prior to this diversion, the main channel of Corbin Creek originally flowed into Robe Lake. Currently, Corbin Creek is a tributary of Valdez Glacier Stream and does not flow into Robe Lake (Figure 2). Corbin Creek's historic channel is now known as Old Corbin Creek, a relic channel with minimal flow.

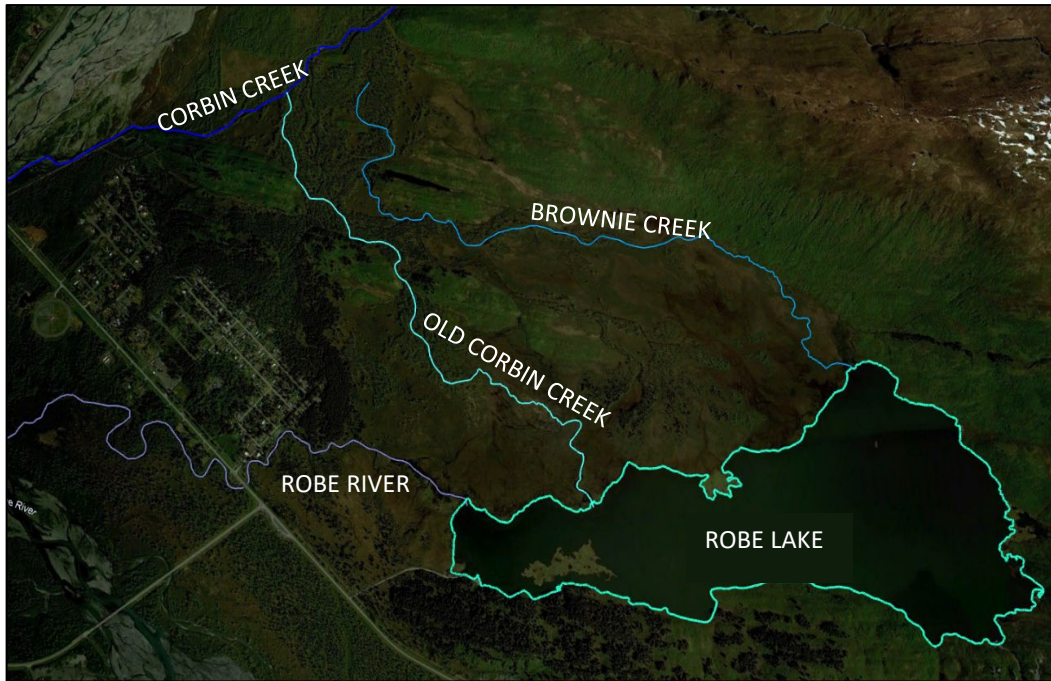


Figure 2. Current Imagery of Robe Lake and the surrounding area.

1.5. Project Description and Tentatively Selected Plan

The feasibility study identified and evaluated a full range of reasonable alternatives including the no-action alternative. The TSP is for the Robe Lake Ecosystem Restoration (CAP 206) feasibility study is Alternative B-3. The accomplishments, components, cost and benefits, and risks of Alternative B-3 are described as follows. The non-Federal sponsors support this plan.

1.5.1. Alternative B-3

Plan components of Alternative B-3 are summarized visually in Figure 3. The entire flow of Corbin Creek would be rerouted back into Old Corbin Creek. To direct flow, a diversion training dike would run parallel to existing Corbin Creek, and perpendicular to Old Corbin Creek (Figure 3). A channel approximately 275-foot-long would be excavated to connect Old Corbin Creek to Corbin Creek. Approximately 1.5 miles of Old Corbin Creek would be excavated to deepen channel geometry. The culverts under ALPETCO trail system on Old Corbin Creek would be replaced with a trail bridge. A berm approximately 450-foot-long would be placed in the low-lying area between the two bluffs near the Old Corbin Creek culverts to prevent overland flow from entering historic channels that flow towards the Robe River subdivision (Figure 3). The two 12.75 ft. diameter culverts at the Robe River crossing would be replaced with three 14 ft. diameter culverts for increased flow capacity and improve fish passage. The two culverts with a diameter of approximately 12.75 ft. at the Robe River crossing would be replaced with three culverts with a diameter of approximately 14 ft. for increased flow capacity and to improved fish passage.

Old Corbin Creek would be enhanced through nature-based features, such as stream bed improvements to mimic the narrow and deep channel geometry seen on other creeks (i.e., Brownie Creek and Deep Creek). These improvements include channelization of Old Corbin Creek. The two culverts with a diameter of approximately 12.75 ft. at the Robe River crossing would be replaced with three culverts with a diameter of approximately 14 ft. for increased flow capacity and to improved fish passage.

DRAFT

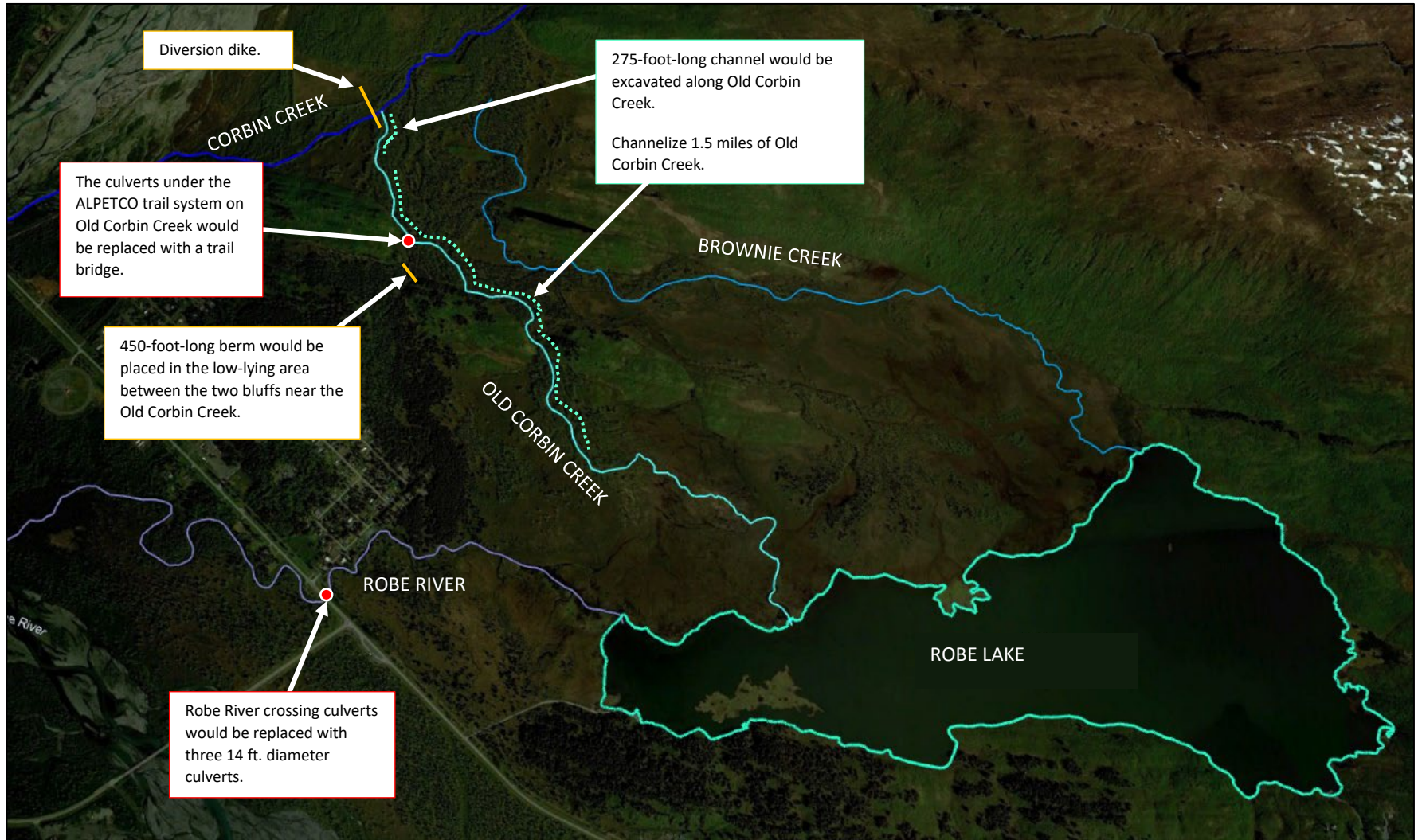


Figure 3. Visualization of Alternative B-3 plan components, the TSP.

1.6. Real Estate Requirements

The requirements for lands, easements, rights-of-way and relocations, and disposal/borrow areas should include the rights to construct, maintain, repair, operate, patrol, and replace ecosystem restoration measures. The non-Federal sponsor is responsible for acquiring all necessary real estate interests required for the project. The project consists of constructing a diversion training dike to divert Corbin Creek to the relic channel of Old Corbin Creek, excavating a 275-foot-long channel to connect the relic connect Old Corbin Creek to Corbin Creek, dredging a 1.5 mile section of Old Corbin Creek, replacing existing culverts at the Robe River crossing on the Richardson Highway, and removing culverts and constructing a 20-foot wide pedestrian bridge at the culverts on the ALPETCO trail. The non-Federal sponsor will provide land for a staging area at the diversion training dike site and for a temporary construction road beginning at the ALPETCO trail perpendicular to the diversion training dike. Sections of the project area are owned by the State of Alaska. The non-Federal sponsor will acquire adequate interest in both land and water holdings of the State of Alaska. Should it be determined that additional real estate is required for the project after the completion of the plans and specifications, the non-Federal sponsor will be responsible for providing the additional lands identified.

1.7. Utility/Facility Relocation

Utilities located in the vicinity of the project were identified during on-site inspections. For the TSP, the culverts under the ALPETCO trail on Old Corbin Creek are identified to be removed and will be replaced with a 20-foot-wide pedestrian bridge. Additionally, the culverts under the Richardson Highway at the Robe River crossing are identified to be replaced with three new 14-foot diameter CMP culverts. The need for additional real estate acquisition is not anticipated; however, in accordance with paragraph 12-17 of ER 405-1-12 and Policy Guidance Letter 31, an Attorney's Opinion of Compensability will be prepared during the design phase of the project. A final determination of the relocations necessary for the construction, operation, or maintenance of the project will be further analyzed after the completion of the final Attorney's Opinion of Compensability.

1.8. Existing Projects

There are no other existing Federal projects that lie fully or partially within the study area. However, a non-USACE gravel berm was informally constructed on Corbin Creek in the 1950s to divert flow and prevent flooding and washout of the Richardson Highway.

1.9. Environmental Impacts

Environmental impacts are addressed in the IFR-EA.

1.10. Project Sponsor Responsibilities and Capabilities

The City of Valdez, a non-Federal sponsor, has the responsibility to acquire all real estate interests required for the project. The non-Federal sponsor shall accomplish all alterations and relocations of utilities/facilities, structures and improvements determined by the government to be necessary for construction of the project. The non-Federal sponsor will have all operation and maintenance responsibility for the project after construction is completed. Title to any acquired real estate will be retained by the non-Federal sponsor and will not be conveyed to the United States Government, and the lands shall remain in public use and ownership. Prior to advertisement of any construction contract, the non-Federal sponsor shall furnish to the government an Authorization for Entry for Construction to all lands, easements, and rights-of-way (LERRDs), as necessary. The non-Federal sponsor will also furnish to the government evidence supporting their legal authority to grant rights-of-way to such lands. The non-Federal sponsor shall comply with applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, approved 2 January 1971, and amended by Title IV of the Surface Transportation Uniform Relocation Assistance Act of 1987, Public Law 100-17, effective 2 April 1989, in acquiring real estate interests for the project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act(s). The Assessment of the Non-Federal Sponsor's Capability to Acquire Real Estate is at Exhibit B. The non-Federal sponsor is entitled to receive credit against its share of project costs for the value of lands it provides and the value of the relocations that are required for the project. Generally, for the purpose of determining the amount of credit to be afforded, the value of the LERRDs is the fair market value of the real property interest, plus certain incidental costs of acquiring those interests, that the non-Federal sponsor provided for the project as required by the Federal government.

1.11. Government Owned Property

There is no Federally owned land identified within the areas proposed for construction of the project.

1.12. Historical Significance

Historical significance is addressed in the IFR-EA and Environmental Appendix.

1.13. Mineral Rights

There are no known mineral activities within the scope of the proposed project.

1.14. Hazardous, Toxic and Radioactive Waste (HTRW)

A site inspection of the project area revealed no signs of HTRW within the project area.

1.15. Navigational Servitude

Navigation Servitude is not applicable to this project.

1.16. Zoning Ordinances

Zoning ordinances are not an issue with this project. Application or enactment of zoning ordinances is not to be used in lieu of acquisition.

1.17. Induced Flooding

There will be no flooding induced by the construction or the operation and maintenance of the project.

1.18. Public Law 91-646, Relocation Assistance Benefits

There are no relocations of individuals, businesses or farms required for this project.

1.19. Attitude of Property Owners

There are no known objections, and the project is fully supported by the non-Federal sponsors: the City of Valdez and the Native Village of Tatitlek. There are no private owners associated with the project area.

1.20. Acquisition Schedule

The non-Federal sponsor will be responsible for acquiring all real estate interests required for the project. It is projected that the proposed easements can be acquired within 12-18 months. Acquisition can begin when the Project Partnership Agreement (PPA) has been signed, a notice to proceed with acquisition and final plans and specs have been completed and provided to the non-Federal sponsor by the Alaska District Chief of Real Estate. The non-Federal sponsor is not encouraged to acquire lands required for the project prior to execution of the PPA. Should the non-Federal sponsor proceed with acquisition of lands prior to execution of the PPA, it is at the risk of not receiving credit or reimbursement for any costs incurred in the connection with the acquisition process should the PPA not be signed. There is also risk in acquiring lands either not needed for the project or not acquired in compliance with requirements for crediting purposes in accordance with 49 CFR Part 24, dated March 2, 1989. A letter identifying risk of early acquisition was provided to the City of Valdez and the Native Village of Tatitlek on 29 Aug 2023.

The anticipated project schedule, unless revised after coordination with the non-federal Sponsor, as shown in Table 1.

Table 1. Project schedule.

Task	Start
non-Federal sponsor – Receipt of the final real estate drawing from the Alaska District, Engineers.	2-4 weeks after PPA execution.
USACE – Formal transmission of right of way drawing and instructions to acquire LERRD.	4-6 weeks after PPA execution.
non-Federal sponsor – Certify all necessary LERRDs available for construction.	6-24 months after PPA execution.
USACE – Certifies/verifies the non-Federal sponsor has acquired the real interest required and sufficiency for contract advertisement, etc.	Prior to contracting.
non-Federal sponsor – Prepare and submit credit requests.	6-8 months upon completion of project.
USACE – Review/approve or deny credit requests.	6 months of non-Federal sponsor submission

1.21. Estates for Proposed Project

Due to the current level of design, definitive estates have not been identified or assigned to individual parcels, however, at a minimum, the following standard estates are anticipated to be utilized for land acquisition purposes upon completion of the design developed during the PED phase.

Perpetual Road Easement -- A perpetual exclusive easement and right-of-way in, on, over and across the land described in Figure 3 for the location, construction, operation, maintenance, alteration, replacement of roads 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 Figure 3 subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. (For Operation and Maintenance access to restoration features, if not accessible from public roadways or fee-owned property by NFS).

Temporary Work Area Easement -- A temporary easement and right-of-way in, on, over and across the land described in Figure 3 for a period not to exceed _____(____) years, beginning with date of possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a 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. (For staging or other temporary work areas).

Perpetual 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 Figure 3) (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 for public roads and highways, public utilities, railroads, and pipelines. (For any potential Channel Improvement Easements where fee may not be applicable).

Perpetual Flowage Easement (Occasional Flooding) – The perpetual right, power, privilege and easement occasionally to overflow, flood and submerge the land described in Figure 3 in connection with the operation and maintenance of the project as authorized by the Act of Congress approved, together with all right, title and interest in and to the structure; and improvements now situated on the land, except fencing (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. (For any possible occasional induced flooding outside of project footprint caused by project that may be identified during PED phase where fee may not be applicable).

1.22. Real Estate Estimate

The estimated real estate costs include the land cost for acquisition of land, relocation costs, and federal and non-federal administrative costs (Table 2). Administrative costs are those costs incurred for verifying ownership of lands, certification of those lands required for project purposes, legal opinions, analysis, or other requirements that may be necessary during PED Phase. A 10% contingency is applied to the estimated total for these items.

Table 2: Real estate cost estimates.

	DESCRIPTION	OWNER	ACREAGE (ACRES)	ESTIMATED COST PER ACRE	VALUE
1	Fee – Training Dike/Laydown Area	City of Valdez	1.25	\$7,000	\$7,500
2	Fee - Berm	City of Valdez	.25	\$7,000	\$1,750
3	Fee – Pedestrian Bridge	City of Valdez	.25	\$7,000	\$1,750
4	Temporary Construction Easement – Levee Road to ALPETCO Trail	State of Alaska	.50	\$14,000	\$7,000
5	Temporary Construction Easement – Levee Road to ALPETCO Trail	City of Valdez		N/A	\$1,000
6	Temporary Construction Easement – ALPETCO Trail	City of Valdez		N/A	\$1,000
7	Temporary Construction Easement – ALPETCO Trail to Training Dike Area	City of Valdez		N/A	\$1,000
8	Temporary Construction Easement – adjacent to Old Corbin Creek	City of Valdez		N/A	\$1,000
9	Temporary Construction Easement – River Drive to Robe River Area	State of Alaska		N/A	\$1,000
10	Permit – Corbin Creek	State of Alaska		N/A	\$1,000
11	Permit – Old Corbin Creek	State of Alaska		N/A	\$1,000
12	Permit – Robe River	State of Alaska		N/A	\$1,000

1.23. Real Estate Code of Accounts

The cost estimate for all Federal and non-Federal real estate activities necessary for implementation of the project after completion of the feasibility study for land acquisition, construction, LERRDs, and other items are coded as delineated in the Cost Work Breakdown Structure (CWBS). This real estate cost estimate is then incorporated into the Total Current Working Estimate utilizing the Microcomputer Aided Cost Engineering System (MCACES).

Table 3: Code of Accounts.

Real Estate Code of Accounts						
Project: ROBE LAKE CAP 206 – ECO RESTORATION						
Location: VALDEZ, ALASKA						
ACCOUNT	DESCRIPTION	LERRD	CONT.		NON-LERRD	CONT.
01	Land & Damages					
01.23	Construction Contract Documents					
01.23.03	Real Estate Analysis Documents					
01.23.03.01	Real Estate Planning Documents					
	Planning by Non Federal Sponsor				\$10,000	\$1,000
	Review of Non Federal Sponsor				\$1,500	\$150
01.23.03.02	Real Estate Acquisition Documents					
	Acquisition by Sponsor	\$26,000	\$2,600			
	Review of Sponsor				\$2,000	\$200
01.23.03.05	Real Estate Appraisal Documents					
	Appraisal by Sponsor	\$6,000				
	Review of Sponsor				\$600	
01.23.03.17	Real Estate LERRD Credit Documents	\$3,600	\$720		\$1,500	\$300
	Total Admin & Payment	\$35,600			\$15,600	
	Total Contingencies		\$3,320			\$1,650
	Total LERRD & Contingencies	\$38,920				
	PROJECT GRAND TOTAL	\$56,170				

This Real Estate Appendix has been prepared in accordance with policy and guidance set forth in ER-405-1-12, Chapter 12, Real Estate Planning and Acquisition Responsibilities for Civil Works Projects.

Prepared by:

Patricia Lemay
Realty Specialist

Reviewed by:

Matthew J. Des Forge
Alaska District
Real Estate Division
Chief

DRAFT

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I, _____, _____ for the
(Name of accountable officer) (Title)
_____, do hereby certify that the _____
(Sponsor Name) (Sponsor Name)

Has acquired the real property interest required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands to support construction for _____.

Further, I hereby authorize the Department of the Army, its agents, employees, and contractors, to enter upon _____.

(Identify tracts)

To construct _____ as set forth in the plans and specifications held in the U.S. Army Corps of Engineers' _____.
(Project Name, specifically identified project features, etc.) (District, city, state)

WITNESS my signature as _____ for the _____
(Title) (Sponsor Name)

This _____ day of _____, 20____.

BY: _____
(Name)

(Title)

ATTORNEY'S CERTIFICATE OF AUTHENTICITY

I, _____, _____ for the _____
(Name) (Title of legal officer) (Sponsor Name)
_____, certify that _____ has authority to
(Name of accountable officer)

grant Authorization for Entry; that said Authorization for Entry is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as _____ for the _____
(Title) (Sponsor Name)

This _____ day of _____, 20____.

BY: _____
(Name)

(Title)

<p>Assessment of Non-Federal Sponsor's Real Estate Acquisition Capability</p> <p>Project: Robe Lake Ecosystem Restoration</p> <p>Project Authority: Section 206 of the Water Resources Development Act of 1996</p> <p>Non-Federal Sponsors: City of Valdez</p>
<p>Legal Authority</p>
<p>1. Does the non-Federal sponsor have legal authority to acquire and hold title to real property for project purposes?</p>
<p>2. Does the non-Federal sponsor have the power of eminent domain for this project?</p>
<p>3. Does the non-Federal sponsor have "quick-take" authority for this project?</p>
<p>4. Are any land/interests in lands required for this project located outside the non-Federal sponsor's authority boundary?</p>
<p>5. Are any of the land/interests in land required for the project owned by an entity whose property the sponsor cannot condemn?</p>
<p>6. Will the non-Federal sponsor's in-house staff require training to become familiar with the real estate requirements of Federal projects, such as PL 91-646, as amended?</p>
<p>7. If #6 is yes, has a reasonable plan been developed to provide training?</p>
<p>Willingness to Participate</p>
<p>8. Has the non-Federal sponsor stated its general willingness to participate in the project and its understanding of the general scope and roll?</p>
<p>9. Is the non-Federal sponsor agreeable to signing a Project Partnership Agreement (PPA) and supplying funding as stipulated in the agreement?</p>
<p>10. Was the non-Federal sponsor provided the Local Sponsor Toolkit? Date</p>
<p>Acquisition Experience and Capacity</p>
<p>11. Taking into consideration the project schedule and complexity, does the non-Federal sponsor have the capability, with in-house staffing or contract support, to provide the necessary services, including surveying, appraisal, title, negotiation, condemnation, closing, and relocation assistance, as required for the project?</p>
<p>12. Is the non-Federal sponsor's projected in-house staffing level sufficient considering its workload?</p>

13. Can the non-Federal sponsor obtain contractor support, if required, in a timely manner?
14. Is the non-Federal sponsor's staff located within reasonable proximity to the project site?
15. Will the non-Federal sponsor likely request USACE assistance in acquiring real estate?
Schedule Capacity
16. Has the non-Federal sponsor approved the tentative project real estate schedule and indicated its willingness and ability to utilize its financial, acquisition, and condemnation capabilities to provide the necessary project LERRDs in accordance with the proposed project schedule so the Government can advertise and award a construction contract as required by overall project schedules and funding limitations? This anticipated non-Federal sponsor real estate acquisition time frame for the project is 12 months. Non-Federal Sponsor Initials:
LERRD Crediting
17. Has the non-Federal sponsor indicated its understanding of LERRDs credits and its capacity and willingness to gather the necessary information to submit LERRDs credits within 6 months after possession of all real estate and completion of relocations so the project can be financially settled? Non-Federal Sponsor Initials:
Past Action and Coordination
1. Has the non-Federal sponsor performed satisfactorily on other USACE projects?
2. Has the assessment been coordinated with non-Federal sponsor?
3. Does non-Federal sponsor concur with the assessment? (provide explanation if no)
With regard to the project, the non-Federal sponsor is anticipated to be:
Fully Capable: previous experience; financial capability; authority to hold title; in-house staff can perform necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation) as required by the LERRDs.
Moderately Capable: financial capability; authority to hold title; in-house staff can perform with contract support, necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation) as required by the LERRDs.

Marginally Capable: financial capability, authority to hold title, will rely on approved contractors to provide necessary services, (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation) as required by the LERRDs.	
Insufficiently Capable (provide explanation): financial capability, will rely on another entity to hold title; will rely on approved contractors to provide necessary services, (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation) as required by the LERRDs.	
USACE Prepared by:	Non-Federal Sponsor Reviewed by:
Patricia Lemay Realty Specialist U.S. Army Corps of Engineers Alaska District	Name: Title: Office:
Date:	Date:
USACE Approved by:	
Considering the capability of the non-Federal sponsor and the ancillary support to be provided by contract services, it is my opinion that the risks associated with LERRDs acquisition and closeout of the project have been properly identified and mitigated.	
Matthew J. Des Forge Chief, Real Estate Division U.S. Army Corps of Engineers Alaska District	
Date:	

Assessment of Non-Federal Sponsor’s Real Estate Acquisition Capability

Project: Robe Lake Ecosystem Restoration

Project Authority: Section 206 of the Water Resources Development Act of 1996

Non-Federal Sponsor: Native Village of Tatitlek

Legal Authority

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

2. Does the non-Federal sponsor have the power of eminent domain for this project?

3. Does the non-Federal sponsor have “quick-take” authority for this project?

4. Are any land/interests in lands required for this project located outside the non-Federal sponsor’s authority boundary?

5. Are any of the land/interests in land required for the project owned by an entity whose property the sponsor cannot condemn?

6. Will the non-Federal sponsor’s in-house staff require training to become familiar with the real estate requirements of Federal projects, such as PL 91-646, as amended?

7. If #6 is yes, has a reasonable plan been developed to provide training?

Willingness to Participate

8. Has the non-Federal sponsor stated its general willingness to participate in the project and its understanding of the general scope and roll?

9. Is the non-Federal sponsor agreeable to signing a Project Partnership Agreement (PPA) and supplying funding as stipulated in the agreement?

10. Was the non-Federal sponsor provided the Local Sponsor Toolkit? Date

Acquisition Experience and Capacity

11. Taking into consideration the project schedule and complexity, does the non-Federal sponsor have the capability, with in-house staffing or contract support, to provide the necessary services, including surveying, appraisal, title, negotiation, condemnation, closing, and relocation assistance, as required for the project?

12. Is the non-Federal sponsor’s projected in-house staffing level sufficient considering its workload?

13. Can the non-Federal sponsor obtain contractor support, if required, in a timely manner?

14. Is the non-Federal sponsor's staff located within reasonable proximity to the project site?
15. Will the non-Federal sponsor likely request USACE assistance in acquiring real estate?
Schedule Capacity
16. Has the non-Federal sponsor approved the tentative project real estate schedule and indicated its willingness and ability to utilize its financial, acquisition, and condemnation capabilities to provide the necessary project LERRDs in accordance with the proposed project schedule so the Government can advertise and award a construction contract as required by overall project schedules and funding limitations? This anticipated non-Federal sponsor real estate acquisition time frame for the project is 12 months. NFS Initials:
LERRD Crediting
17. Has the non-Federal sponsor indicated its understanding of LERRDs credits and its capacity and willingness to gather the necessary information to submit LERRDs credits within 6 months after possession of all real estate and completion of relocations so the project can be financially settled? Non-Federal Sponsor Initials:
Past Action and Coordination
1. Has the non-Federal sponsor performed satisfactorily on other USACE projects?
2. Has the assessment been coordinated with non-Federal sponsor?
3. Does non-Federal sponsor concur with the assessment? (provide explanation if no)
With regard to the project, the non-Federal sponsor is anticipated to be:
Fully Capable: previous experience; financial capability; authority to hold title; in-house staff can perform necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation) as required by the LERRDs.
Moderately Capable: financial capability; authority to hold title; in-house staff can perform with contract support, necessary services (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation) as required by the LERRDs.
Marginally Capable: financial capability, authority to hold title, will rely on approved contractors to provide necessary services, (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation) as required by the LERRDs.

Insufficiently Capable (provide explanation): financial capability, will rely on another entity to hold title; will rely on approved contractors to provide necessary services, (survey, appraisal, title, negotiation, closing, relocation assistance, condemnation) as required by the LERRDs.	
USACE Prepared by:	Non-Federal Sponsor Reviewed by:
Patricia Lemay Realty Specialist U.S. Army Corps of Engineers Alaska District	Name: Title: Office:
Date:	Date:
USACE Approved by:	
Considering the capability of the non-Federal sponsor and the ancillary support to be provided by contract services, it is my opinion that the risks associated with LERRDs acquisition and closeout of the project have been properly identified and mitigated.	
Matthew J. Des Forge Chief, Real Estate Division U.S. Army Corps of Engineers Alaska District	
Date:	