



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 21, 2018

Agenda Item

Item 6. C. - Dredge Management

Prepared By

Linda Loomis, Administrator

Summary

- i. **Review process for funding of maintenance of Navigation Channel**
Staff is working on this item.
- ii. **Vernon Avenue Dredge Material Management site**
The LMRWD received payment from Rachel Contracting for the material removed in 2018. Rachel removed 38,475 cubic yards of material in 2017 and sent a check for \$16,929 to the District.

Rachel paid \$8,024.06 in 2015 when it entered into the agreement to purchase material. The payment was for the second half of the material Rachel planned to remove. A survey was made of the stockpile before any material was removed. It was estimated that 36,473 cubic yards of material was available. The prepayment was calculated based on the agreed upon price of \$.44/cy. ($36,473/2 \times \$0.44 = \$8,024.06$). Rachel was reimbursed for the prepayment.

The estimate of 36,473 cy. did not consider that the stockpile sat on about 4 feet of dredge material. This explains why Rachel was able to remove over 38,000 cy in 2017.

LS Marine has received a request from a contractor interested in removing some of the remaining material from the site. The offer is \$2.00/cy and staff is working to obtain the necessary documentation to make the sale.
- iii. **Private Dredge Material Placement**
Riverland Ag has requested that the license agreement be amended to reflect a change in the name of its facility. It will now be known as Savage Riverport, LLC. A Notice and Acknowledgement has been drafted by legal counsel and is attached for Board approval.

Attachments

Report from Rachel
Final survey of dredge site
Amendment to license agreement

Recommended Action

Motion to authorize sale of material
Motion to authorize Notice and Acknowledgement

January 19, 2018

Linda Loomis
Administrator, Lower Minnesota Watershed District
112 E 5th St #102
Chaska, MN 55318
952-856-5880
naiadconsulting@gmail.com

Project Name: Dredge Sand Site – Savage, MN
Regarding: Third Year's (2017) Payment for Materials – Final Payment

Dear Linda,

Enclosed is Rachel Contracting's third year payment for material taken from the site in 2017. Total quantity taken from the site in 2017 amounted to 38,475 CY for total payment of \$16,929.00 (38,475 CY x \$0.44). Below is a monthly summary of material hauled from the site.

<u>August 2017:</u>	<u>2,960 CY</u>
<u>September 2017:</u>	<u>32,702 CY</u>
<u>October 2017:</u>	<u>765 CY</u>
<u>November 2017:</u>	<u>1,040 CY</u>
<u>December 2017:</u>	<u>1,008 CY</u>
<u>Total 2017:</u>	<u>38,475 CY</u>

Please call or email if you have any questions.

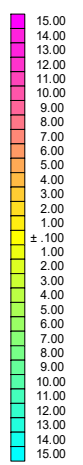
Sincerely,



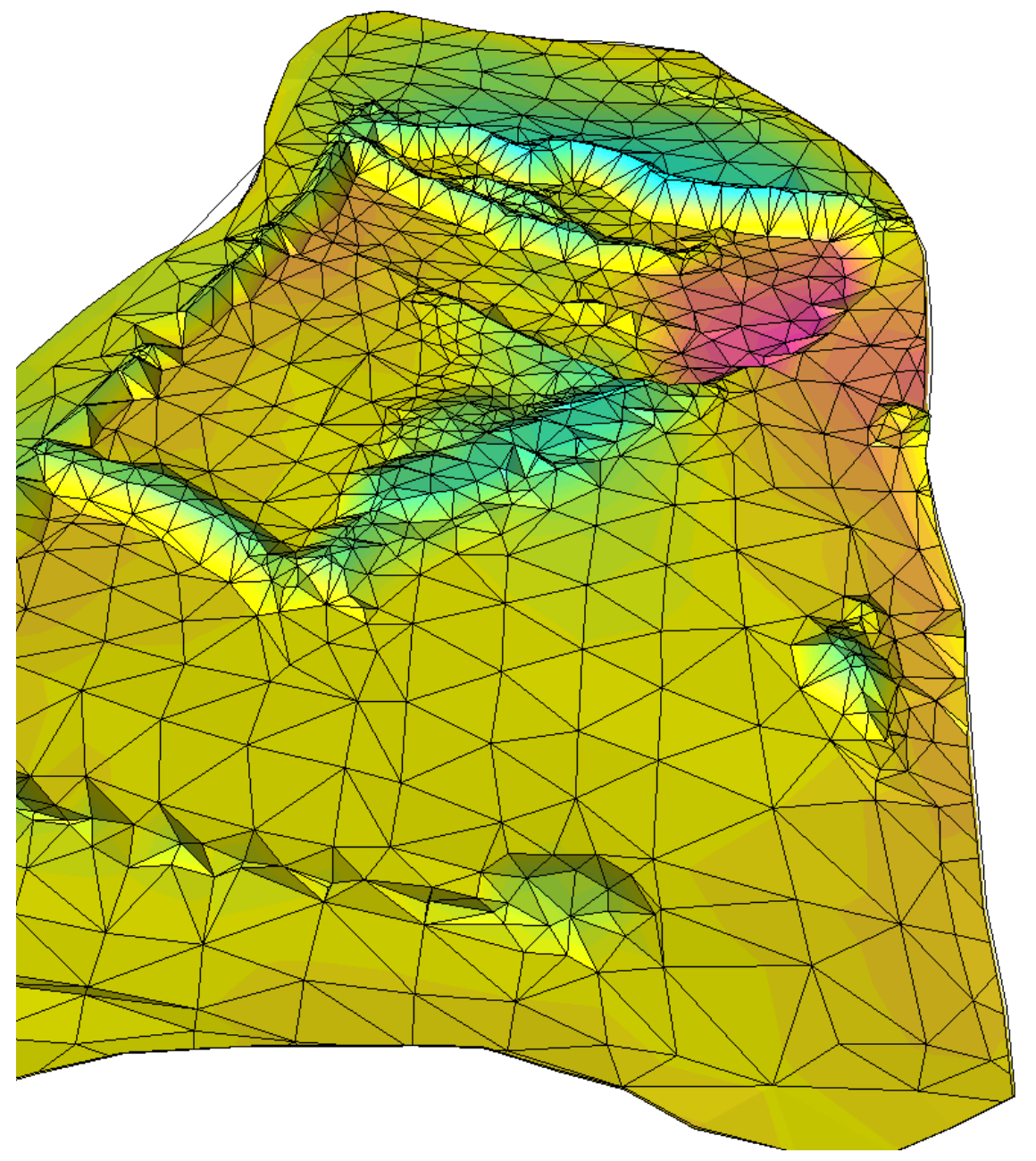
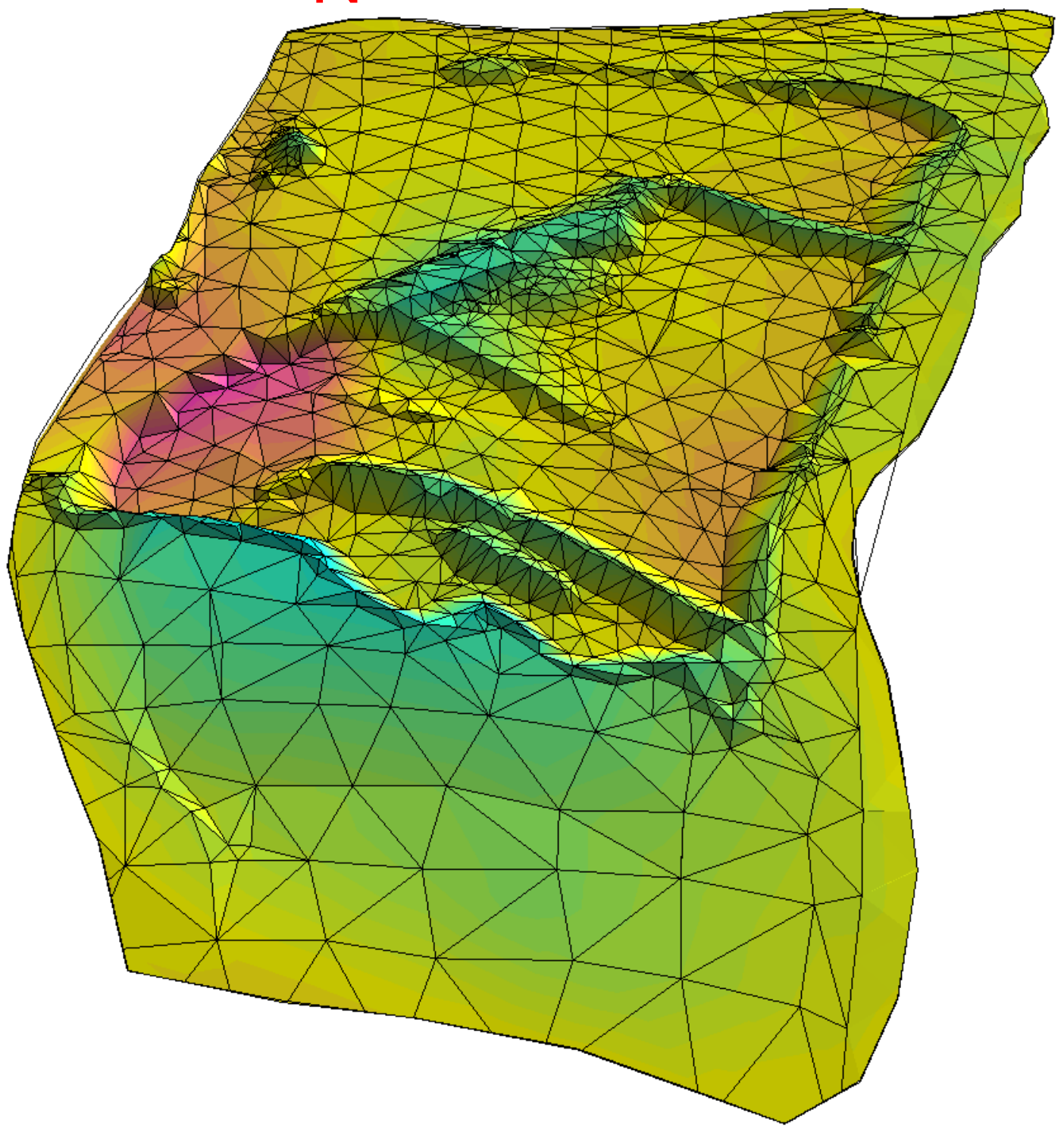
Aaron Berning
Project Manager
Rachel Contracting, Inc.
763-424-1500 (phone)
763-424-1501 (fax)
aberning@rachelcontracting.com

Volume Report
 Design vs. Existing

	Total	Cut	Area		Volume		Comp/Ratio		Compact		Export Import	Change Per .1 Ft
			Fill	OnGrade	Cut	Fill	Cut	Fill	Cut	Fill		
Savage Remaining	184,345	69,975	102,103	12,267	4,991	13,187	1.00	1.00	4,991	13,187	-8,196	683



Approximate Quantity
 Remaining Based on Rachel
 Test Pits Performed June 2017
 & Survey Performed Feb 2018



**NOTICE AND ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT AND SUCCESSION
UNDER NON-EXCLUSIVE LICENSE AGREEMENT**

This Notice and Acknowledgement is made, and consent requested pursuant to the Amended and Restated Non-exclusive License Agreement by and among the Lower Minnesota River Watershed District ("Licensor") and Cargill, Incorporated ("Cargill"), Riverland Ag Corporation ("Riverland") and CHS, Inc. ("CHS") (individually "Licensee" and collectively, "Licensees"), effective December 13, 2017. The assignment and succession requested herein is effective this ___ day of _____, 2018

Witnesseth

Whereas, Cargill, Riverland and CHS entered into an Amended and Restated Non-Exclusive License Agreement effective December 13, 2017 ("2017 Agreement"); and

Whereas, paragraph 17 of the 2017 Agreement provides that the Agreement binds and inures to the benefit of the Licensor and each of the Licensees thereto and their respective heirs, successors and assigns; and

Whereas, paragraph 17 of the 2017 Agreement further provides that no party shall assign this Agreement without the prior written consent of each other party; and

Whereas, Riverland seeks to assign its interest in the 2017 Agreement to and be succeeded by Savage Riverport, LLC; and

Whereas, Savage Riverport, LLC, is a Delaware Limited Liability Company in good standing to operate in the State of Minnesota pursuant to Minnesota statutes chapter 322C; and

Whereas, Savage Riverport, LLC, seeks to become the assignee of and successor in interest to Riverland Ag Corporation in the 2017 Agreement referenced above; and

Whereas, prior to the effective date of any assignment and succession, Savage Riverport, LLC, shall furnish Licensor copies of insurance certificates evidencing that it maintains the coverages required by paragraph 10 of the 2017 Agreement; and

Whereas, Savage Riverport, LLC, shall include Licensor as an additional insured on its general liability policy; and

Whereas, prior to the effective date of any assignment and succession, Savage Riverport, LLC, shall obtained financial assurance as required by paragraph 11 of the 2017 Agreement and provide evidence of such financial assurance to Licensor and each other Licensee; and

Whereas, Savage Riverport, LLC, acknowledges its rights and obligations as an assignee and successor under the 2017 Agreement, once effective; and

Whereas, Notices to Savage Riverport, LLC, shall be made as follows:

Savage Riverport, LLC
1660 South Highway 11
Suite 350
St. Louis Park, MN 55416
Attn: Mark Kucala; and

Whereas, this notice, acknowledgement and consent may be executed in counterparts with the first date of signature of any Licensee being the Effective Date of this agreement to be added above by Licensor upon received on the conditioned items noted herein.

Now, therefore, consents to assignment and succession are given as follows:

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: _____

By _____
Its _____

CARGILL, INCORPORATED

Dated: _____

By _____
Its _____

CHS, INC.

Dated: _____

By _____
Its _____

And, further, acknowledgement is given as follows:

SAVAGE RIVERPORT, LLC

Dated: _____

By _____
Its _____