



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, September 20, 2023

Agenda Item

Item 7. C. – Dredge Management

Prepared By

Linda Loomis, Administrator

Summary

i. Dredging at mouth of River

On August 21, 2023, the US Army Corps of Engineers (USACE) informed the LMRWD that dredging is necessary at the mouth of the MN River as there has been difficulty moving barge traffic through this reach of the river. Estimates are that 15,008 cubic yards of material needs to be dredged to bring the channel back to its authorized depth and width. That number will be used for planning purposes, but actual quantities may be more or less pending on existing conditions when subsequent survey is completed up to seven days prior to the start of dredging. Since it has been 30 years since this location was previously dredged the USACE had to have a subsequent Environmental Compliance Review completed and a copy of that has been attached for LMWRD records. If there are any unused funds after completion of project, the remaining balance will be sent back to the LMRWD.

Below is the breakdown of how the costs in excess of the Federal Standard is calculated based on pricing for Contract Mechanical Plant #2 from LS Marine for July 2023. Prices will vary based on actual FY, month & which contract mechanical plant is used.

- Costs to transport material between 0 and 4 miles: No additional charge
- Costs to transport material between 4 and 8 miles is \$1.33/CY-mile.
- Over 8 miles is \$0.42/CY-mile.

So, to transport material 13.7 miles would cost $(4 \text{ mi} \times \$1.33) + (5.7 \text{ mi} \times \$0.42) = \$7.71/\text{CY-mile}$
 $15,008 \text{ cyds} \times \$7.71 = \$115,711.68$ is approximate total that would be the LMWRD responsibility.

After project completion and payment survey is completed based on the actual quantity contractor removed an additional payment maybe necessary and/or unused balance of funds would be sent back.

Background information of dredging in this location: This location was last dredged in 1993. Before that it was dredged in 1971. The USACE requested the LMRWD provide a site for placement of dredge material near the mouth of the MN River. The LMRWD investigated locations for dredge placement. The Metropolitan Airport Commission offered to lease the LMRWD a parcel of land below the drive to Fort Snelling State Park. The LMRWD obtained an estimate of the cost to develop that site (attached). Since this reach needs to be dredged every 25 to 30 years on average, the LMRWD requested the USACE consider

transporting the dredge material to the LMRWD dredge material placement site in Savage. The USACE agreed that was a possibility if the LMRWD would pay the cost to transport material to dredge material to the Vernon Avenue site. The LMRWD and the USACE entered into an agreement (attached) that the USACE would transport material to River Mile Post 14.2 and the LMRWD would pay for the cost to transport the material. At the time the LMRWD and USACE entered into an agreement to transport material the estimated cost of transport was \$75,000.

The USACE was to update the Memorandum of Agreement. I am waiting for an update from the USACE.

ii. Sale of Dredge Material

On September 1, 2023, LS Marine informed the LMRWD that they have received a commitment to purchase the stockpile of main channel dredge material. The offer made is to purchase the stockpile at \$2.00 per cubic yard. LS Marine will be providing a sale agreement to the LMRWD. There are three years of material stockpiled on the site and according to the estimated amounts in the dredging notices, the amount stockpiled should be in the neighborhood of 70,000 cubic yards.

iii. Private Dredge Placement

The LMRWD received final amounts of private dredge material placed on the Vernon Avenue dredge material placement site in 2022. Invoices were sent to the licensees (attached). In addition to the invoices, the licensees were asked to update the financial assurance required and certificates of insurance as required under the license agreement. The license agreement is attached. Savage Riverport, LLC has supplied the required documentation and informed me that a check has been ordered. No communication has been received from CHS, or Cargill.

iv. Vernon Avenue

The LMRWD is at the 90% design for this project. The City of Savage has requested that a two-foot aggregate shoulder be installed to support the edge of the bituminous. The only way to add this shoulder is to narrow the bituminous roadway. Bolton & Menk has suggested the LMRWD propose a 20-ft bituminous roadway and a 1.75-ft shoulder to the City.

The cultural assessment is still ongoing, and the latest update (per 106 Group) follows:

- Vernon Avenue Road Improvements - The Phase I (reconnaissance) evaluation was completed for the Transmission Corridor within the architectural history APE, which was previously recommended not eligible for listing in the NRHP (no further work required). The Phase I evaluation of the Chicago, St. Paul, Minneapolis & Omaha Railroad corridor is in progress and will likely be moving to a Phase II (intensive) evaluation to determine its eligibility for listing in the NRHP. An Assessment of Effects for the Dan Patch Line (previously determined eligible) and possibly for the Chicago, St. Paul, Minneapolis & Omaha Railroad (depending on the results of the Phase II) remains to be done. There were no access issues during the survey for this project.

Attachments

August 17, 2023, Regional Planning & Enforcement Division North Memorandum for Record

June 22, 2023, USACE River Mile 0.4 – 1.0 Survey

Potential Fort Snelling River Dredge Material Storage Site Development Estimate

Memorandum of Agreement between LMRWD and UASCE

Cargill, Inc. 2022 Invoice

CHS, Inc. 2022 Invoice

Savage Riverport, LLC Invoice

License Agreement

Recommended Action

- Motion to authorize payment to the USACE for transport material from mouth of river to placement site at RMP 14.2 and execute amendment to Memorandum of Agreement
- Motion to authorize sale of dredge material

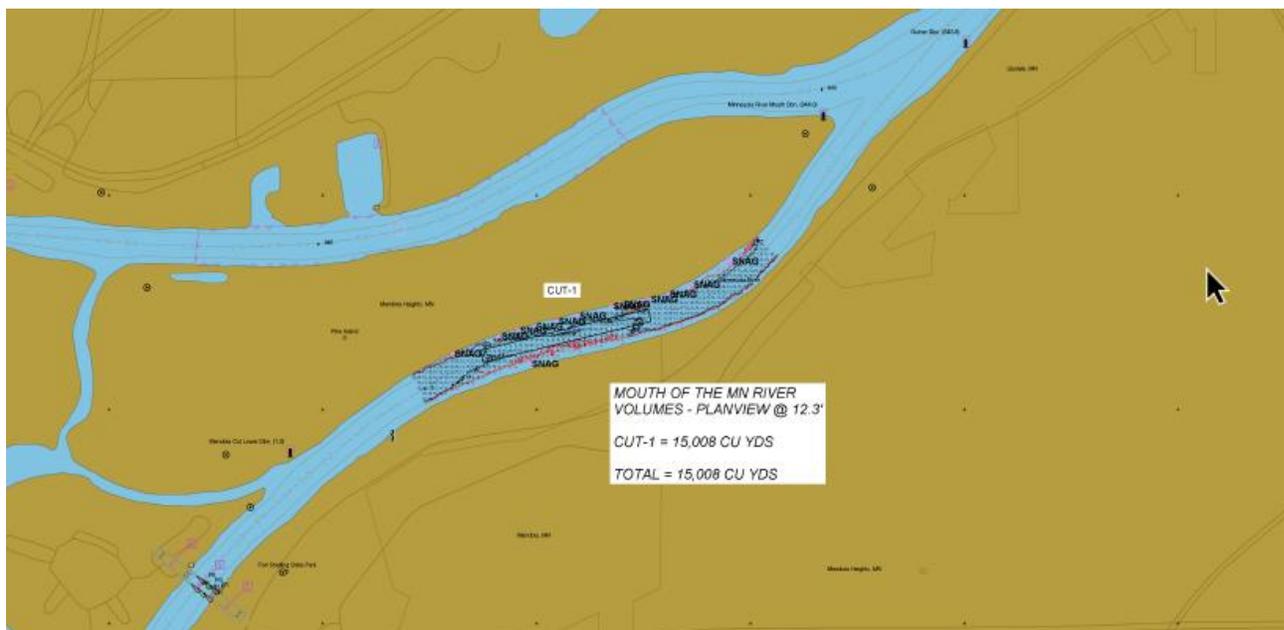
SUBJECT: Environmental Compliance Review – Minnesota River dredging

PREPARED BY: LeeAnn Glomski, Biologist and Katie Leslie, Archaeologist

1. Authorization: Final Environmental Impact Statement for 9-Foot Navigation Channel Maintenance Management Plan, Upper Mississippi River, Head of Navigation to Guttenberg, Iowa. Record of Decision (ROD) signed 7 July 1997.

2. Project Location: The project is located on the Minnesota River between RM 0.0 to 1.1.

3. Proposed Action: The proposed project would be to dredge approximately 15,000 cubic yards of material from the mouth of the Minnesota River between RM 0.0 and 1.1 as shown in the figure below. This area was last dredged in November 1993. Sedimentation has caused navigation conditions to deteriorate, and dredging is required to restore the authorized dimensions. Because this cut was last dredged 30 years ago, potential impacts were reviewed to ensure there would be no impacts different than those described in the CMMP EIS. The two resources warranting review were impacts to mussel species, and sediment contaminants.



4. Evaluation of Potential Effects on Federally Listed Species: The USFWS Information for Planning and Consultation website was consulted on August 10, 2023, to identify potential federally listed threatened and endangered species within the action areas. Species identified for each action area include the northern long-eared bat, tricolored bat, whooping crane, Higgins eye, monarch butterfly and rusty patched bumblebee. There is no critical habitat located within the action area. The proposed dredging would have no effect on any listed species as the action area does not contain suitable habitat for any of the species.

5. Evaluation of Potential for Contaminants in Dredged Sediments: Sediments were tested in this location in 2017 and no contaminants above MPCA SRVs were detected.

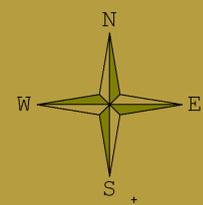
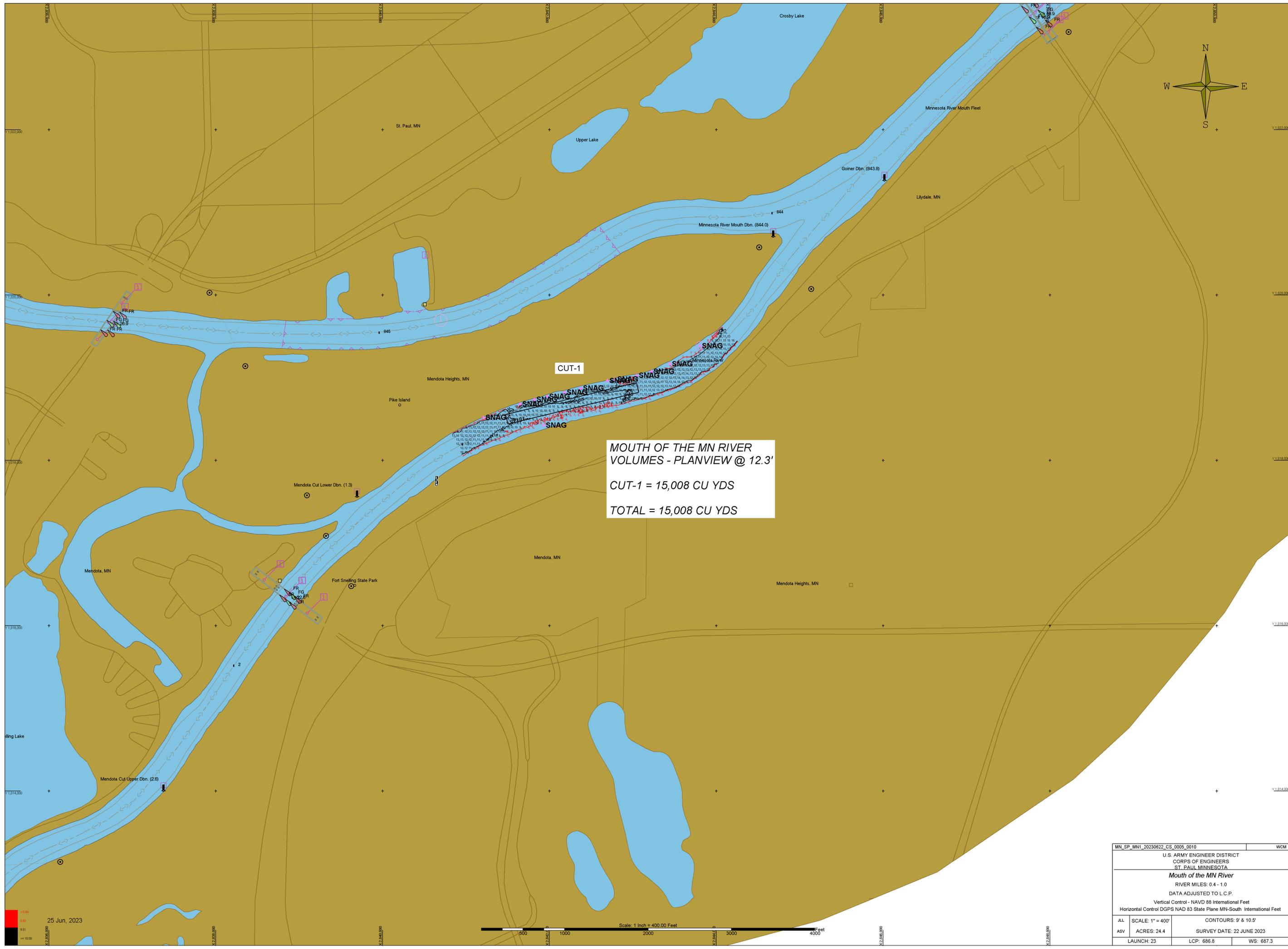
6. Determination: The following summarizes the status of pertinent environmental review:

- a. NEPA Compliance - The proposed action was addressed in the above-referenced 1997 CMMP EIS. Based on the analysis here, it has been determined that there has been no appreciable change in effects from what was described or assumed in the EIS.
- b. Threatened and Endangered Species - It is the Corps determination that the proposed action would have no effect on any Federal- or State-listed endangered or threatened species.
- c. Cultural Resources – The Corps has determined that the proposed project has no potential to cause effect to historic properties. Therefore, the Corps has no further obligations under Section 106 of the National Historic Preservation Act of 1966, as amended, per its implementing regulation 36 CFR Part 800. The proposed dredging would occur within an historic dredge cut, and the area has been occasionally routinely dredged to ensure continued operation of the navigation channel.

Based on the above discussion, it is my determination that the proposed action would not result in a change in effects from what was presented in the referenced EIS. Therefore, no additional NEPA documentation is required.

Date

Jonathan Sobiech
Deputy Chief, Regional Planning and
Environment Division North



**MOUTH OF THE MN RIVER
VOLUMES - PLANVIEW @ 12.3'**

CUT-1 = 15,008 CU YDS

TOTAL = 15,008 CU YDS

25 Jun, 2023

Scale: 1 Inch = 400.00 Feet

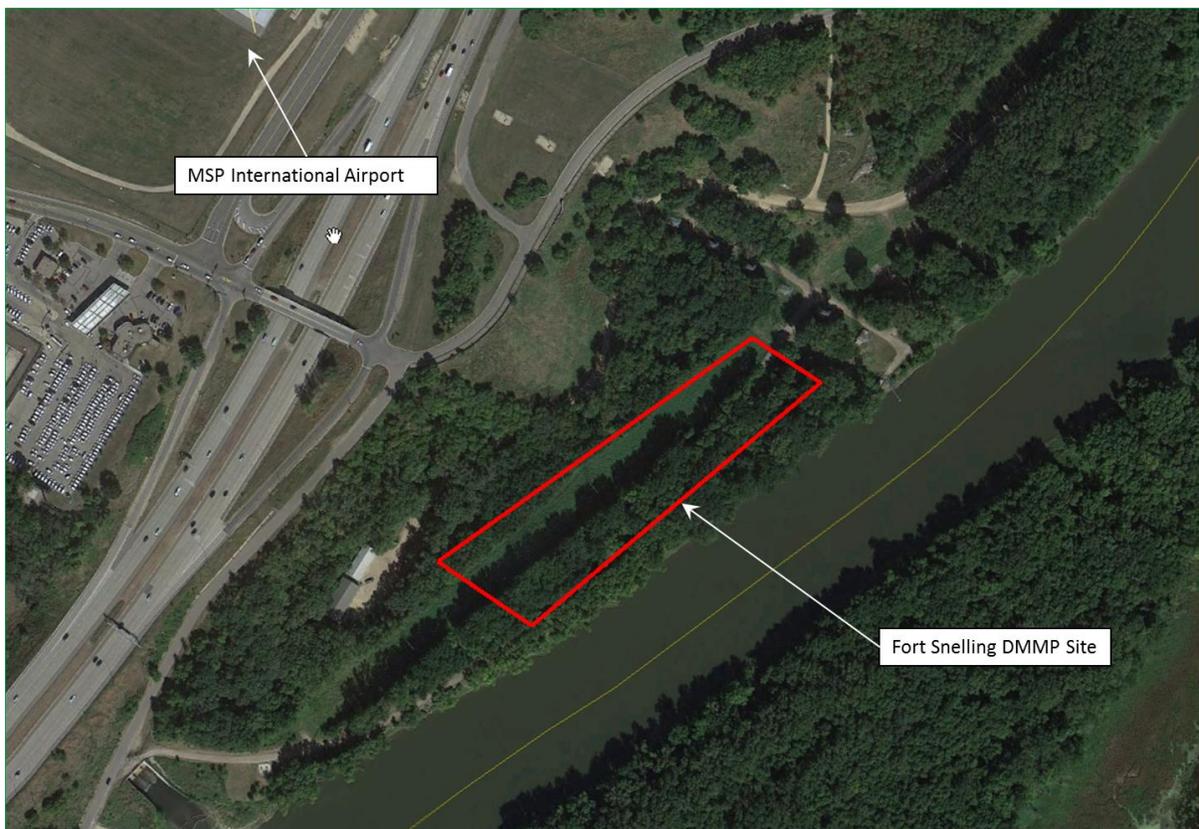
MN_SP_MN1_20230822_CS_0005_0010		WCM
U.S. ARMY ENGINEER DISTRICT CORPS OF ENGINEERS ST. PAUL, MINNESOTA		
Mouth of the MN River		
RIVER MILES: 0.4 - 1.0		
DATA ADJUSTED TO L.C.P.		
Vertical Control - NAVD 88 International Feet		
Horizontal Control DGPS NAD 83 State Plane MN-South International Feet		
ALL	SCALE: 1" = 400'	CONTOURS: 9' & 10.5'
ASV	ACRES: 24.4	SURVEY DATE: 22 JUNE 2023
LAUNCH: 23	LCP: 686.6	WS: 687.3

To:	Linda Loomis	Project:	Potential Fort Snelling River Dredge Material Storage Site Development Estimate
From:	Shawn Tracy		
CC:	Peter Berrini		
Date:	February 20, 2014	Job No	

RE: Potential Fort Snelling River Dredge Material Storage Site Development Estimate

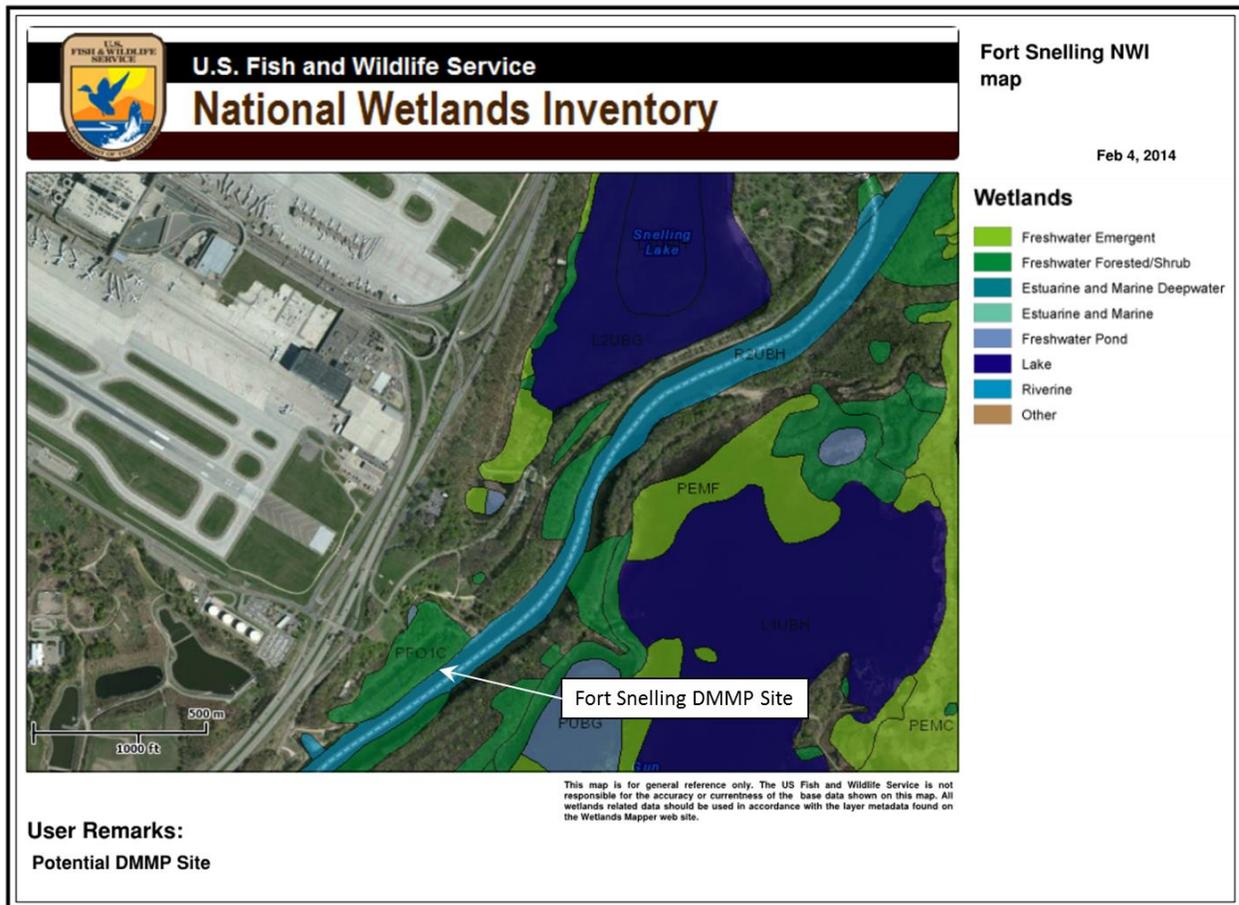
HDR was asked to conduct a preliminary evaluation of the Fort Snelling river site (See Figure 1) for potential use as a dredge material storage site and to develop a preliminary estimate of probable cost as part of the Minnesota River Dredged Material Management Plan (DMMP). This preliminary evaluation and estimate of probable cost is based on a desktop evaluation of site characteristics such as topography, NWI wetlands, soils and floodplain conditions. It was assumed that HDR would be provided information on targeted dredging locations, dredging methods, sediment characteristics, projected dredging quantities and frequencies for the evaluation and development of preliminary site requirements for optimum life expectancy and site management that may include a perimeter dike, interior material partition dikes, site drainage, an access road with gated entry, river access for offloading dredge material, security fence, etc. Information obtained via teleconference with LMRWD and St. District COE personnel on February 6, 2104 indicated that localized navigational channel dredging would be periodic or every three to five years as needed, and would generally amount to approx. of less than 10,000 cubic yards of mechanically excavated sediment.

Figure 1. Fort Snelling Site Location



The Fort Snelling river site is approximately 4.3 acres in size and is located directly adjacent to the Minnesota River and east of the MSP International Airport. It is primarily wooded and is traversed by an existing transmission line corridor and a gravel access road that is used by MSP for maintenance purposes. The predominant soil type within the site boundary is Rushriver Very Fine Sandy Loam (L38A) with 0 to 2 percent slopes and is occasionally flooded. The National Wetland Inventory lists the site as being entirely Freshwater Forest/Shrub wetland (FFO1C) and will likely require compensatory mitigation for impacted areas.

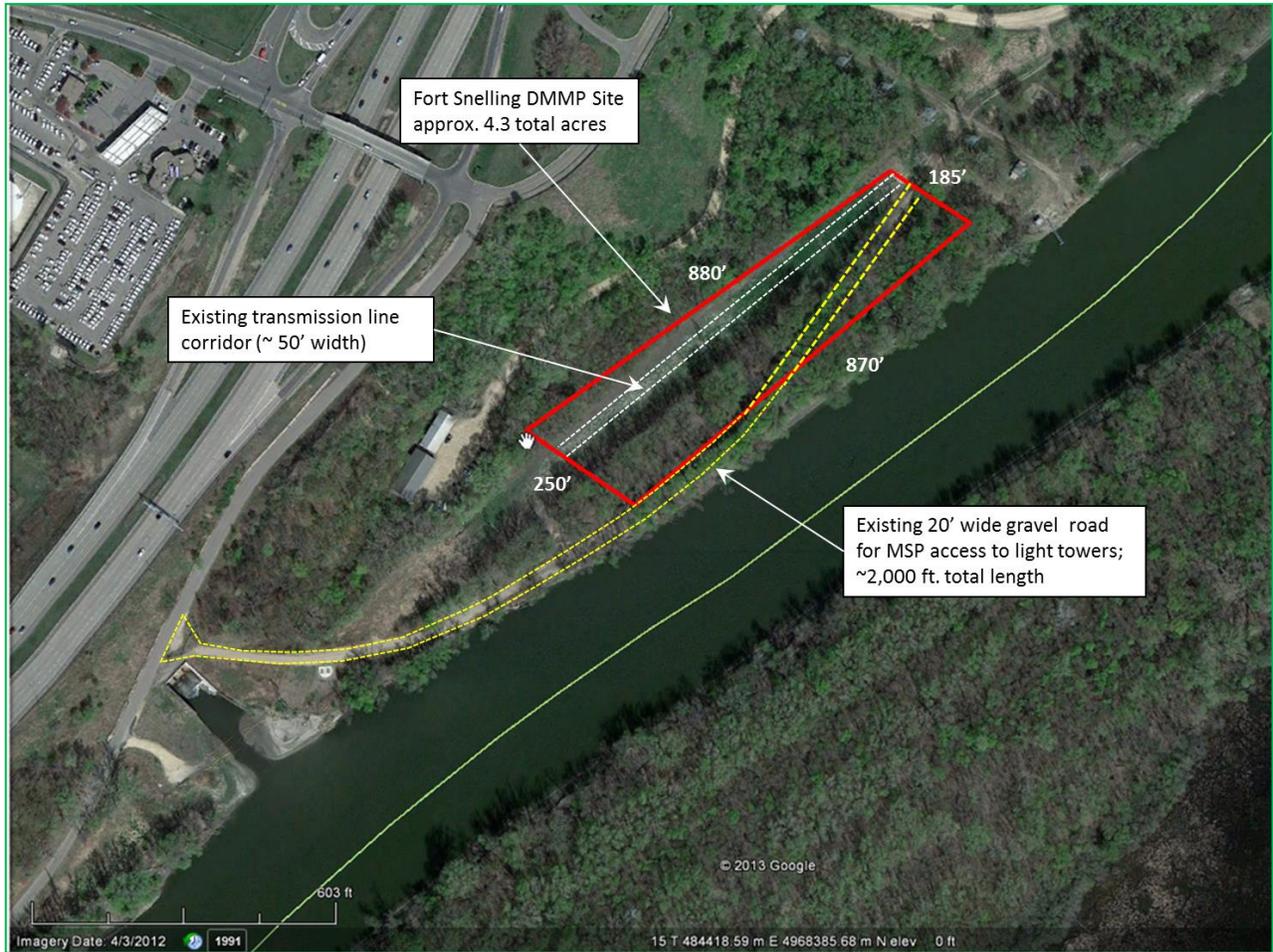
Figure 2. National Wetland Inventory (NWI) Map



The most feasible access to the site is anticipated to be from the west via the existing 20' wide gravel road used by the MPS Airport for light tower maintenance. Although potential access exists from the northeast side of the site via Bloomington Rd., the Minnesota DNR uses this road for access to their maintenance building and would prefer that it not be used as a haul road due to the location of the State Park and its facilities. The existing transmission line includes several support structures and a suspended line width of approximately 50 feet that will likely require a setback easement to be determined (see Figure 3).

The existing gravel access road running through the site can be assumed to either remain in place or be shifted over slightly to allow continued access by MSP to light towers for maintenance. However, for purposes of this estimate, it is anticipated that the road will require supplemental gravel and geotextile fabric to provide sufficiently stable support for loaded haul trucks that will periodically remove stockpiled sediment from the site. Clearing and grubbing will be required for the tree covered portions of the site, including the mooring and unloading dock and access road from the river to the site for offloading and strategic placement of the dredged sediment as required.

Figure 3. Existing Site Conditions Map



The following estimate of probable cost has been developed based on currently available and regional cost data from similar projects and from RSMean's "Site Work and Landscape Cost Data (2013)". This estimate is preliminary and conceptual and has been developed for the purpose of generating a budgetary cost for planning purposes. If the site is determined to be feasible for development as a DMMP site, then site specific engineering design will be required for developing a detailed estimate prior to bidding and construction.

Table 1. Preliminary Estimate of Probable Cost

Estimate of Probable Cost - Fort Snelling DMMP Site Preliminary Site Development Requirements		Preliminary Estimate 2/20/2014		
Cost Estimate Summary	Quantity	Unit	Unit Price	Total Price
1. General Requirements (incl. NPDES and SWPPP)	1	L.S.	\$25,000.00	\$25,000
2. Clearing and Grubbing (~ 3.5 acres)	1	L.S.	\$75,000.00	\$75,000
2. Temporary Erosion Control (incl. approx. 2,200 LF of Silt Fence)	1	L.S.	\$15,000.00	\$15,000
3. Perimeter Dike Construction (approx. 2,150 L.F.) (assume 3' height, 3:1 side slopes, 4' top width)	3,760	C.Y.	\$5.00	\$18,800
4. Crushed Stone Access Road and Staging Area (incl. 8" gravel and geotextile fabric)	5,000	S.Y.	\$18.00	\$90,000
5. Site Drainage Requirements (grading, outlets, etc.)	1	L.S.	\$25,000.00	\$25,000
7. Seeding and Mulching	1	L.S.	\$10,000.00	\$10,000
8. Steel Sheetpile Loading Area/Dock at River Bank (including bank stabilization as required)	1	L.S.	\$50,000.00	\$50,000
9. Perimeter Security Fence and Gate (6')	2,200	L.F.	\$20.00	\$44,000
Subtotal				\$352,800
Contingency 10%				<u>\$35,280</u>
Estimated Total Cost for Site Construction				\$388,080
Wetland Mitigation (assume Mitigation Bank Credits) (avg. Hennepin County \$40,000 to \$80,000 per acre; use \$60,000 for estimate)				<u>\$258,000</u>
Engineering and Permitting (~ 20%)				\$129,216
Total Preliminary Estimate of Probable Cost				\$775,296

Lower Minnesota River Watershed District



Vacant: Manager
Carver County
Len Kremer, Secretary
Hennepin County
Michael Murphy, Vice President
Scott County

Yvonne Shirk, President
Dakota County
David Raby, Treasurer
Hennepin County
Linda Loomis, Administrator
Home/Office (763) 545-4659
Cell (612) 306-5802

January 6, 2016

Joseph M Willging
District Counsel
US Army Corps of Engineers
St. Paul District
180 5th Street East, Suite 700
St. Paul, MN 55101-1678

Dear Mr. Willging:

At the July 10, 2015 meeting between the Lower Minnesota River Watershed District (LMRWD) and the Corps of Engineers staff, we discussed the request by the Corps to obtain and develop a site for dredge placement and storage below I-35W.

We discussed the possibility of transporting material dredged from the river below I-35W to the LMRWD site at RMP 14.2. At that time the Corps said that was a possibility, but that the LMRWD would have to pay for the additional cost of transporting material up river to the site at RMP 14.2. It was estimated that the cost of transportation would be in the range of \$70,000. I believe you were going to look into what agreements would be required by the Corps for this arrangement.

The LMRWD feels this is a reasonable request given the frequency that reach of the river has historically needed maintenance and the cost to the LMRWD for acquiring (either by purchase or through an easement) and developing a site to place, store and manage dredge material on this reach of the River.

We would like the Corps to consider this request and provide a decision before the start of the next legislative session, as is the intent of the LMRWD to request state funding to assist with costs associated with the acquisition and development of an additional site

Sincerely,

Linda Loomis
Administrator, Lower Minnesota River Watershed District

cc: LMRWD Board of Managers
Upper Mississippi River Waterway Association
Steven Tapp, USACE

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
LOWER MINNESOTA RIVER WATERSHED DISTRICT
FOR DREDGED MATERIAL PLACEMENT DURING DREDGING OF
MINNESOTA RIVER NAVIGATION CHANNEL PROJECT

This MEMORANDUM OF AGREEMENT (hereinafter the "MOA") is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, St. Paul District (hereinafter the "District Engineer"), and the Lower Minnesota River Watershed District (hereinafter the "Non-Federal Interest"), represented by its President.

WITNESSETH, THAT:

WHEREAS, the Minnesota River Navigation Channel Project (hereinafter the "Project") was authorized pursuant to Section 101 of the Rivers and Harbors Act of 1958, Public Law 85-500; and

WHEREAS, the Non-Federal Interest requests placement of dredged material removed from the navigation channel on the Lower Minnesota River down river from the I-35W bridge at the placement site located at Section 4, Township 115 North, Range 21 West and Sections 30 and 31, Township 27 North, Range 24 West, Scott County, Minnesota, commonly referred to as the "Cargill East River Placement Site" (hereinafter the "dredged material placement") and agrees to pay all costs of such placement that are in excess of the costs of the Federal Standard dredged material placement alternative identified by the Government as the least costly alternative consistent with sound engineering practices and meeting the environmental standards established by the Clean Water Act section 404(b)(1) evaluation process or ocean dumping criteria consistent with 33 C.F.R. Part 335.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Non-Federal Interest shall provide to the Government funds to pay all costs, including the costs of environmental compliance, supervision and administration, and engineering and design, associated with the dredged material placement that exceed the costs of the Federal Standard dredged material placement alternative. While the Government will endeavor to limit the additional costs associated with the dredged material placement to the current estimate of \$70,000.00, the Non-Federal Interest acknowledges that the actual costs for the dredged material placement that are in excess of the costs of the Federal Standard dredged material placement alternative may exceed such estimated amount due to claims or other unforeseen circumstances and that the Non-Federal Interest is responsible for all costs, including any claims, related to the dredged material placement that exceed the costs of the Federal Standard dredged material placement alternative.

2. Within thirty (30) calendar days of execution of this MOA, the Non-Federal Interest shall provide to the Government the sum of \$70,000.00. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Interest in writing of the amount, and no later than thirty (30) calendar days from receipt of such notice, the Non-Federal Interest shall provide to the Government the full amount of the additional funds.
3. The Non-Federal Interest shall provide the funds to the Government by delivering a check payable to “FAO, USAED St. Paul District” to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.
4. The Government shall not commence the dredged material placement until: a) all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341); and the Non-Federal Interest has provided to the Government authorization for entry to all lands, easements and rights-of-way the Government determines to be required for the dredged material placement.
5. The Government shall provide the Non-Federal Interest with quarterly reports of obligations for the dredged material placement. The first such report shall be provided within thirty (30) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of the funds pursuant to this MOA. Subsequent reports shall be provided within thirty (30) calendar days after the final day of each succeeding quarter until the Government concludes the dredged material placement.
6. Upon conclusion of the dredged material placement and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of the costs of such work and furnish the Non-Federal Interest with written notice of the results of such final accounting. Such final accounting shall in no way limit the Non-Federal Interest’s responsibility to pay for all costs associated with the dredged material placement that exceed the costs of the Federal Standard dredged material placement alternative, including contract claims or any other liability that may become known after the final accounting. If such costs are more than the amount of funds provided by the Non-Federal Interest, the Non-Federal Interest shall provide the required additional funds within Thirty (30) calendar days of such written notice by delivering a check payable to “FAO, USAED St. Paul District” to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If such costs are less than the amount of funds provided by the Non-Federal Interest, the Government shall refund the excess to the Non-Federal Interest within Thirty (30) calendar days of such written notice, subject to the availability of funds.
7. Before either party to this MOA may bring suit in any court concerning an issue relating to this MOA, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

8. The Non-Federal Interest shall hold and save the Government free from all damages arising from the dredged material placement, except for damages due to the fault or negligence of the Government or its contractors.

9. In the exercise of their respective rights and obligations under this MOA, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

10. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Interest:

President
Lower Minnesota River Watershed District
112 East Fifth Street
Chaska, MN 55318

If to the Government:

District Engineer
U.S. Army Corps of Engineers, St. Paul District
180 Fifth Street East, Suite 700
St. Paul, MN 55101-1678

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

11. This MOA may be modified or amended only by written, mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

LOWER MINNESOTA RIVER
WATERSHED DISTRICT

BY: _____

BY: _____

Daniel C. Koprowski
Colonel, Corps of Engineers
District Engineer

Yvonne Shirk
President, Lower Minnesota
River Watershed District

DATE: _____

DATE: _____

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, David Raby, do hereby certify that I am the Treasurer of the Lower Minnesota River Watershed District; that I am aware of the financial obligations of the Non-Federal Sponsor for the Dredged Material Placement During Dredging of Minnesota River Navigation Channel Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Memorandum of Agreement Between The Department Of The Army And The Lower Minnesota River Watershed District For Dredged Material Placement During Dredging of Minnesota River Navigation Channel Project.

IN WITNESS WHEREOF, I have made and executed this certification this 13th day of April, 2016.

BY: David L. Raby

TITLE Treasurer

DATE: 4-13-2016



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Carver

Lauren Salvato
Secretary

Dakota

Theresa Kuplic
Vice President

Hennepin

Joseph Barisonzi
Assistant Treasurer

Laura Amundson
Treasurer

Scott

Jesse Hartmann
President

Linda Loomis, Administrator
Home/Office: (763) 545-4659
Cell: (763) 568-9522

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
admin@lowermnriverwd.org

September 6, 2023

Mr. Brandon Sneen
Cargill, Incorporated
12101 Lynn Avenue South
Savage, MN 55378

RE: 2022 Placement and storage of dredge material on licensed premises
12025 Vernon Avenue South, Savage, MN

Dear Mr. Sneen,

According to the terms of the License Agreement dated August 8, 2021, amended and restated December 13, 2017, Cargill, Inc. agrees to pay the Lower Minnesota River Watershed District (LMRWD), a fee of \$1.00 for each cubic yard of dredge material placed in private dredge containment on the licensed premises. An invoice for the amount of dredge material placed on the licensed premises in 2022 is attached to this letter. The invoice is based on volumes provided to the LMRWD by LS Marine (letter attached).

Additionally, Cargill, Inc. agreed to provide the LMRWD with financial assurance, in the form of a letter of credit or other acceptable form of guarantee calculated at a rate of \$20 per cubic yard. Cargill, Inc. must provide a letter of credit or other acceptable form of financial assurance to the LMRWD. Based on the actual yardage placed on the licensed premise in 2022 the amount of financial assurance to be provided by Cargill, Inc. will need to be in the amount of 202,820, (10,141 CY x \$20=\$202,820), in order to meet the requirements of the license agreement. Please provided evidence of such assurance.

Cargill must furnish copies of insurance certificates evidencing that it maintains the following coverage or any higher amounts as required by law or regulation:

Types of Insurance	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each occurrence
Commercial General Liability, including Contractual Liability	Bodily injury and death: \$2,000,000 each occurrence
Automobile Liability	Property damage: \$2,000,000, combined single limits

The LMRWD shall be included as an additional insured on the general liability policy.

If you have any questions please contact me by email at naiadconsulting@gmail.com or call 763-568-9522.

Sincerely,

Linda Loomis
Administrator
Lower Minnesota River Watershed District

Cc: LMRWD Board of Managers
Chistopher Knopik, Clifton Larsen Allen
Taylor Luke, LS Marine



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Invoice

Lower Minnesota River Watershed District

112 East 5th Street #102
Chaska, Mn 55318

Linda Loomis
Administrator
763-545-4659
naiadconsulting@gmail.com

Date: 9/1/2023
Purchase Order
Invoice Number: 2022-01
Amount Due: \$ 10,141.00

Bill To:

Cargill, Incorporated
Attn: Matthew Weires
12100 Dakota Avenue
Savage, MN 55378
Matthew.Weires@cargill.com

DESCRIPTION	Cubic Yards	Base	AMOUNT
Cargill West Terminal dredge material storage	10,141	\$1.00	\$ 10,141.00
			\$ -
Total			\$ 10,141.00

Please Make Check Payable to:

Lower Minnesota River Watershed District
112 East 5th Street Suite #102
Chaska, MN 55318

License agreement requires full payment to the LMRWD no later than ninety days after completing placement of dredge material on the licensed premise. Placement of material was completed October 7, 2022. The LMRWD received notice of the placement amounts 9/1/2023.



September 1, 2023

Mrs. Linda Loomis, Administrator
Lower Minnesota River Watershed District
112 East 5th Street, Suite 102
Chaska, Minnesota 55318

**RE: Placement of Private Dredge Material
Cargill East River Placement Site, MN-14.2 RMP**

Mrs. Loomis:

LS Marine, Inc. was contracted by Cargill, CHS and Riverland Agg to conduct dredging of their private slips on the Minnesota River in Savage in 2022. As per the agreements between these entities and the Lower Minnesota River Watershed District, the dredge materials were placed on the Cargill East River Placement Site (MN-14.2 RMP) for dewatering prior to removal and final placement of the material.

The following is a summary of material placed on the property for each private slip:

Cargill West	10,141 CY
CHS	7,949 CY
Riverland Agg	2,423 CY

Placement of material was completed on October 7th and as agreed, all material placed onsite will be required to be removed from the site for final placement prior to October 7, 2023.

We will update you on the progress of the removals as they proceed.

If you have any questions or need any further information, please feel free to contact me.

Thank you again for working with Cargill, CHS, Riverland Agg and LS Marine to allow use of your placement site for the benefit of our companies, the Port of Savage and the Minnesota and Mississippi River System.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Taylor Luke', is positioned above the printed name.

Taylor Luke
President

LS Marine, Inc.
6010 Concord Boulevard, Inver Grove Heights, Minnesota 55076
(651) 653-6307 tel | (651) 653-6308 fax
www.lsmarine.com



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Carver

Lauren Salvato
Secretary

Dakota

Theresa Kuplic
Vice President

Hennepin

Joseph Barisonzi
Assistant Treasurer

Laura Amundson
Treasurer

Scott

Jesse Hartmann
President

Linda Loomis, Administrator
Home/Office: (763) 545-4659
Cell: (763) 568-9522

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
admin@lowermnriverwd.org

September 6, 2023

Mr. Brandon Sneen
Cargill, Incorporated
12101 Lynn Avenue South
Savage, MN 55378

RE: 2022 Placement and storage of dredge material on licensed premises
12025 Vernon Avenue South, Savage, MN

Dear Mr. Sneen,

According to the terms of the License Agreement dated August 8, 2021, amended and restated December 13, 2017, Cargill, Inc. agrees to pay the Lower Minnesota River Watershed District (LMRWD), a fee of \$1.00 for each cubic yard of dredge material placed in private dredge containment on the licensed premises. An invoice for the amount of dredge material placed on the licensed premises in 2022 is attached to this letter. The invoice is based on volumes provided to the LMRWD by LS Marine (letter attached).

Additionally, Cargill, Inc. agreed to provide the LMRWD with financial assurance, in the form of a letter of credit or other acceptable form of guarantee calculated at a rate of \$20 per cubic yard. Cargill, Inc. must provide a letter of credit or other acceptable form of financial assurance to the LMRWD. Based on the actual yardage placed on the licensed premise in 2022 the amount of financial assurance to be provided by Cargill, Inc. will need to be in the amount of 202,820, (10,141 CY x \$20=\$202,820), in order to meet the requirements of the license agreement. Please provided evidence of such assurance.

Cargill must furnish copies of insurance certificates evidencing that it maintains the following coverage or any higher amounts as required by law or regulation:

Types of Insurance	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each occurrence
Commercial General Liability, including Contractual Liability	Bodily injury and death: \$2,000,000 each occurrence
Automobile Liability	Property damage: \$2,000,000, combined single limits

The LMRWD shall be included as an additional insured on the general liability policy.

If you have any questions please contact me by email at naiadconsulting@gmail.com or call 763-568-9522.

Sincerely,

Linda Loomis
Administrator
Lower Minnesota River Watershed District

Cc: LMRWD Board of Managers
Chistopher Knopik, Clifton Larsen Allen
Taylor Luke, LS Marine



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Invoice

Lower Minnesota River Watershed District

112 East 5th Street #102
Chaska, Mn 55318

Linda Loomis
Administrator
763-545-4659
naiadconsulting@gmail.com

Date: 9/1/2023
Purchase Order
Invoice Number: 2022-01
Amount Due: \$ 10,141.00

Bill To:

Cargill, Incorporated
Attn: Matthew Weires
12100 Dakota Avenue
Savage, MN 55378
Matthew.Weires@cargill.com

DESCRIPTION	Cubic Yards	Base	AMOUNT
Cargill West Terminal dredge material storage	10,141	\$1.00	\$ 10,141.00
			\$ -
Total			\$ 10,141.00

Please Make Check Payable to:

Lower Minnesota River Watershed District
112 East 5th Street Suite #102
Chaska, MN 55318

License agreement requires full payment to the LMRWD no later than ninety days after completing placement of dredge material on the licensed premise. Placement of material was completed October 7, 2022. The LMRWD received notice of the placement amounts 9/1/2023.



September 1, 2023

Mrs. Linda Loomis, Administrator
Lower Minnesota River Watershed District
112 East 5th Street, Suite 102
Chaska, Minnesota 55318

**RE: Placement of Private Dredge Material
Cargill East River Placement Site, MN-14.2 RMP**

Mrs. Loomis:

LS Marine, Inc. was contracted by Cargill, CHS and Riverland Agg to conduct dredging of their private slips on the Minnesota River in Savage in 2022. As per the agreements between these entities and the Lower Minnesota River Watershed District, the dredge materials were placed on the Cargill East River Placement Site (MN-14.2 RMP) for dewatering prior to removal and final placement of the material.

The following is a summary of material placed on the property for each private slip:

Cargill West	10,141 CY
CHS	7,949 CY
Riverland Agg	2,423 CY

Placement of material was completed on October 7th and as agreed, all material placed onsite will be required to be removed from the site for final placement prior to October 7, 2023.

We will update you on the progress of the removals as they proceed.

If you have any questions or need any further information, please feel free to contact me.

Thank you again for working with Cargill, CHS, Riverland Agg and LS Marine to allow use of your placement site for the benefit of our companies, the Port of Savage and the Minnesota and Mississippi River System.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Taylor Luke', is written over a horizontal line.

Taylor Luke
President

LS Marine, Inc.
6010 Concord Boulevard, Inver Grove Heights, Minnesota 55076
(651) 653-6307 tel | (651) 653-6308 fax
www.lsmarine.com



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Carver

Lauren Salvato
Secretary

Dakota

Theresa Kuplic
Vice President

Hennepin

Joseph Barisonzi
Assistant Treasurer

Laura Amundson
Treasurer

Scott

Jesse Hartmann
President

Linda Loomis, Administrator
Home/Office: (763) 545-4659
Cell: (763) 568-9522

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
admin@lowermnriverwd.org

September 6, 2023

Mr. Greg Oberle
CHS, Incorporated
6200 West Highway 13
Savage, MN 55378

RE: 2022 Placement and storage of dredge material on licensed premises
12025 Vernon Avenue South, Savage, MN

Dear Mr. Oberle,

According to the terms of the License Agreement dated August 8, 2021, amended and restated December 13, 2017, CHS, Inc. agrees to pay the Lower Minnesota River Watershed District (LMRWD), a fee of \$1.00 for each cubic yard of dredge material placed in private dredge containment on the licensed premises. An invoice for the amount of dredge material placed on the licensed premises in 2022 is attached to this letter. The invoice is based on volumes provided to the LMRWD by LS Marine (letter attached).

Additionally, CHS, Inc. agreed to provide the LMRWD with financial assurance, in the form of a letter of credit or other acceptable form of guarantee calculated at a rate of \$20 per cubic yard. CHS, Inc. must provide a letter of credit or other acceptable form of financial assurance to the LMRWD. Based on the actual yardage placed on the licensed premise in 2022 the amount of financial assurance to be provided by CHS, Inc. will need to be in the amount of \$158,980, (7,949 CY x \$20=\$159,980), in order to meet the requirements of the license agreement. The financial assurance on record will expire December 13, 2023. Please provide evidence on continued assurance.

CHS, Inc. must furnish copies of insurance certificates evidencing that it maintains the following coverage or any higher amounts as required by law or regulation:

Types of Insurance	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each occurrence
Commercial General Liability, including Contractual Liability	Bodily injury and death: \$2,000,000 each occurrence
Automobile Liability	Property damage: \$2,000,000, combined single limits

The LMRWD shall be included as an additional insured on the general liability policy.

If you have any questions please contact me by email at naiadconsulting@gmail.com or call 763-568-9522.

Sincerely,

Linda Loomis
Administrator
Lower Minnesota River Watershed District

Cc: LMRWD Board of Managers
Christopher Knopik, Clifton Larsen Allen
Taylor Luke, LS Marine



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Invoice

Lower Minnesota River Watershed District

112 East 5th Street #102
Chaska, Mn 55318

Linda Loomis
Administrator
763-545-4659
naiadconsulting@gmail.com

Date: 9/2/2023
Invoice Number: 2022-02
Amount Due: \$ 7,949.00

Bill To:

CHS, Incorporated
Attn: Greg Oberle
6200 West Highway 13
Savage, MN 55378
Greg.Oberle@chsinc.com

DESCRIPTION	Cubic Yards	Base	AMOUNT
CHS, Inc. dredge material placement	7,949	\$1.00	\$ 7,949.00
			\$ -
Total			\$ 7,949.00

Please Make Check Payable to:

Lower Minnesota River Watershed District
112 East 5th Street Suite #102
Chaska, MN 55318

License agreement requires full payment to the LMRWD no later than ninety days after completing placement of dredge material on the licensed premise. Placement of material was completed in 2022. The LMRWD received notice of the placement amounts 2/2/2022. Payment is due on or before May 5, 2022.



September 1, 2023

Mrs. Linda Loomis, Administrator
Lower Minnesota River Watershed District
112 East 5th Street, Suite 102
Chaska, Minnesota 55318

**RE: Placement of Private Dredge Material
Cargill East River Placement Site, MN-14.2 RMP**

Mrs. Loomis:

LS Marine, Inc. was contracted by Cargill, CHS and Riverland Agg to conduct dredging of their private slips on the Minnesota River in Savage in 2022. As per the agreements between these entities and the Lower Minnesota River Watershed District, the dredge materials were placed on the Cargill East River Placement Site (MN-14.2 RMP) for dewatering prior to removal and final placement of the material.

The following is a summary of material placed on the property for each private slip:

Cargill West	10,141 CY
CHS	7,949 CY
Riverland Agg	2,423 CY

Placement of material was completed on October 7th and as agreed, all material placed onsite will be required to be removed from the site for final placement prior to October 7, 2023.

We will update you on the progress of the removals as they proceed.

If you have any questions or need any further information, please feel free to contact me.

Thank you again for working with Cargill, CHS, Riverland Agg and LS Marine to allow use of your placement site for the benefit of our companies, the Port of Savage and the Minnesota and Mississippi River System.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Taylor Luke', is written over a horizontal line.

Taylor Luke
President

LS Marine, Inc.
6010 Concord Boulevard, Inver Grove Heights, Minnesota 55076
(651) 653-6307 tel | (651) 653-6308 fax
www.lsmarine.com

AMENDED AND RESTATED NON-EXCLUSIVE LICENSE AGREEMENT

This Amended and Restated License Agreement (the “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”), is hereby entered into and effective this 13th day of December, 2017 (the “Effective Date”).

Witnesseth

Whereas, Cargill, Riverland and CHS entered into a Non-Exclusive License Agreement effective August 8, 2014 and a first amendment effective August 15, 2014 (“2014 Agreement”)

Whereas, Cargill, Riverland and CHS desire to amend and restate the 2014 Agreement (“Original Agreements”) in its entirety and to incorporate certain agreed upon changes and clarifications.

RECITALS

1. Licensor is the owner of a certain parcel of real property located at mile 14.2 of the Minnesota River, as shown on the site map attached hereto as Exhibit A. Licensor has granted Licensees access to a portion of the property for the placement of private dredge material. Under this Agreement, Licensor intends to grant a license (“License”) to each Licensee to access and use the portions of the parcel labeled and marked on the map attached as Exhibit A as the “West River Access”, the “Private Dredge Containment - 48,400cy est. capacity (2 acres x 15 foot maximum height of deposit),” and “Proposed Onsite Access Roads” (the “Licensed Premise”).

2. Each Licensee intends to access and use the Licensed Premise to conduct Operations (defined herein) permitted by the terms of this Agreement, including placing, storing, decanting, and removing Dredge Material (as defined herein) onto, around, or from the Licensed Premise, except the Proposed Onsite Access Roads (as marked on the map attached as Exhibit A) may be only used for ingress and egress.

3. Licensor has agreed that each Licensee may deposit and store Dredge Material in the Private Dredge Containment within the Licensed Premise, only as needed until it can be moved off of the Licensed Premise, pursuant to the terms and conditions of this Agreement, provided that neither the manner of placement of the Dredge Material nor the Dredge Material itself results in any non-compliance with, or liability under, Environmental Laws, as defined below.

4. Each Licensee shall retain a licensed marine contractor as its contractor and representative to carry out certain of its duties and obligations under this Agreement (each, a

“Licensee Contractor”). Each Licensee shall be responsible for ensuring that all obligations of its Licensee Contractor under this Agreement are performed.

5. Licensors and Licensees have entered into this Agreement understanding that it may be later amended to add additional Licensees by mutual agreement of the Parties and subject to the storage limitations on the Licensed Premise.

NOW THEREFORE THIS AGREEMENT WITNESSES that in return for valuable consideration and the mutual covenants set forth below, receipt and sufficiency acknowledged, Licensor and each Licensee agree as follows:

1. INCORPORATION OF RECITALS. The recitals above are incorporated into the body of this Agreement by reference.

2. DEFINITIONS. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Environmental Laws” means any and all laws, regulations, rules, orders, ordinances, or requirements of any governmental authority (including court rulings establishing common law liability) pertaining to the presence or release of environmental contaminants (including any Hazardous Substances or Hazardous Wastes), or relating to natural resources (including any protected species) or the environment (including the air, water, surface or subsurface of the ground) as the same are in effect at any time and including the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act (SARA), 42 U.S.C. §§ 9601 et seq.; Resource Conservation and Recovery Act (“RCRA”), as amended by the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; Federal Water Pollution Control Act, as amended by the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; Clean Air Act, 42 U.S.C., §§ 7401 et seq.; Toxic Substances Control Act, 15 U.S.C., §§ 2601 et seq., as each are amended from time to time, and any similar state or local enactments.

(b) “Force Majeure” means any event outside of Licensor’s or any Licensee’s reasonable control which prevents or delays compliance with any obligation required under this Agreement, including: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement with respect to Dredge Material; or (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date, applicable to the obligations of this Agreement that has a material adverse effect on a Licensee’s or Licensor’s ability to perform the contractual obligations of this Agreement.

(c) “Hazardous Substance” shall have the meaning specified in CERCLA, or any successor statute, unless such term has been given broader meaning by laws, regulations, rules, orders, ordinances, requirements or determinations of any governmental authority having jurisdiction with respect to the Licensed Premise or this Agreement (including courts establishing common law liability), in which case such broader meaning shall apply.

(d) “Hazardous Waste” shall have the meaning specified in RCRA, or any successor statute, unless such term has been given broader meaning by laws, regulations, rules, orders, ordinances, requirements or determinations of any governmental authority having jurisdiction with respect to the Licensed Premise or this Agreement (including courts establishing common law liability), in which case such broader meaning shall apply.

(e) “Operations” means dredging, handling, decanting, placing, storing, and/or removing Dredge Material into, onto, or off of the Licensed Premise, conducted by any Licensee, including such Licensee’s agent, representative, employee, contractor, or consultant, pursuant to such Licensee’s rights and obligations under this Agreement.

(f) “Term” shall mean collectively, the period of time between the Effective Date of this Agreement through two (2) years (“Initial Term”) and thereafter, will automatically renew for subsequent consecutive one (1) year terms (“Renewal Term”) unless earlier terminated pursuant to the terms of this Agreement.

(g) “Dredge Material” refers to the river spoil material removed by each Licensee from the Minnesota River that is placed by a Licensee on the Private Dredge Containment.

3. MANAGEMENT OF LICENSED PREMISE

(a) Licensees shall be severally and jointly responsible for the cost and responsibility of ensuring that a berm, dike, and/or other management measures, including those directed by the Licensor, (the “Management Measures”) are implemented, constructed and maintained in compliance with the requirements of this Agreement, all applicable laws, and permits.

(b) Prior to commencing any Management Measures or Operations, Licensees shall consult with Licensor regarding such Management Measures and receive written approval of such Management Measures from Licensor. Licensor may from time to time require changes, updates, and/or amendments to the Management Measures.

(c) Each Licensee shall ensure its compliance with all permits issued by the Minnesota Pollution Control Agency (“MPCA”) to such Licensee and any permits issued to Licensor with provisions relating to Licensees’ Operations at the Licensed Premise, including but not limited to permits issued by MPCA and the City of Savage (including but not limited to the Conditional Use Permit, dated July 7, 2014, a copy of which is attached as Exhibit B), prior to, during or after any Licensees’ placing any Dredge Material on the Licensed Premise during the Term. The Management Measures shall ensure that the Dredge Material placed at the Licensed Premise by each Licensee is managed to control runoff, including stormwater, as required to perform the Operations in compliance with all other applicable Environmental Laws.

(d) The Management Measures and all Operations shall ensure that at all times each Licensee’s Dredge Materials remain separate and not commingled with any materials outside the perimeter of the Private Dredge Containment on the Licensed Premise, including those materials placed by the United States Army Corps of Engineers on adjacent property prior to or during the Term of this Agreement; provided, however, that each Licensee’s Dredge Materials may be commingled with the Dredge Materials of the other Licensees.

(e) The Licensees shall reasonably work together to obtain quotes/bids for the costs of the Management Measures and to retain a licensed and reputable contractor to perform the construction and maintenance of the Management Measures.

(f) Nothing in this section shall prevent Licensor from improving, modifying or maintaining the Licensed Premise.

4. DREDGE MATERIAL SAMPLING AND VOLUME

(a) Each Licensee shall obtain testing and analysis of the material it intends to dredge and place in the Private Dredge Containment by a reputable environmental consultant. The testing and analysis will assess all criteria set forth in the tables attached hereto as Exhibit C (the “Testing Metrics”) and follow generally accepted industry standards and scientifically sound methods necessary to ensure determination of the presence of, and the levels of, any Hazardous Substance and/or Hazardous Waste, as required to classify the material under the MPCA dredge material management levels. At least three (3) days prior to placing any Dredge Material on the Licensed Premise, each Licensee shall provide Licensor, or its designated representative, with written confirmation of the analytical results of the Testing Metrics for the material to be dredged, along with written confirmation from an environmental consultant confirming that the results of the Testing Metrics indicate that the Dredge Material is classified as Level 1 under the MPCA dredge material management levels (collectively with the Testing Metrics, the “Level 1 Confirmation”). Each Licensee shall maintain records of its Level I Confirmation for two (2) years following the Term of this Agreement. Each Licensee shall provide Licensor and each other Licensee with copies of the Level I Confirmation and Testing Metrics as soon as practicable, and in any case before placing any Dredge Material on the Private Dredge Containment.

(b) The anticipated volume of Dredge Material to be placed by each Licensee or Licensee Contractor on the Private Dredge Containment shall be calculated by a qualified contractor, at each Licensee’s sole expense, by performing soundings of the area to be dredged (the “Initial Soundings”). At least three (3) days prior to placement of Dredge Material on the Private Dredge Containment, each Licensee shall provide Licensor, or its designated representative, a written report of the Initial Soundings. Each Licensee shall maintain records of the Initial Soundings for two (2) years following the Term of this Agreement. Each Licensee shall provide Licensor and each Licensee with copies of the Initial Soundings as soon as practicable, and in any case before placing any Dredge Material on the Private Dredge Containment.

(c) Within sixty (60) days of completing dredging and placement of Dredge Material on the Private Dredge Containment, the volume of the Dredge Material placed on the Private Dredge Containment shall be refined by a qualified contractor, at each Licensee’s sole expense, by performing additional soundings of the area that was dredged (the “Supplemental Soundings”). The Supplemental Soundings shall be taken along lines which are transverse to the dredging limits and not more than one hundred (100) feet apart. Each Licensee shall provide Licensor and each Licensee a written report of the Supplemental Soundings as soon as practicable. Each Licensee shall maintain records of the Supplemental Soundings for two (2) years following the Term of this Agreement.

(d) The results of the Initial Soundings and the Supplemental Soundings shall be used to determine the actual yardage of Dredge Material each Licensee placed on the Private Dredge Containment (the “Actual Yardage”).

(e) Each Licensee shall maintain records of the Removed Volume (defined below) for two (2) years following the Term of this Agreement. Each Licensee shall provide Licensor and each Licensee with written confirmation of the Removed Volume as soon as practicable.

5. NOTICE AND REMOVAL OF DREDGE MATERIALS

(a) Each Licensee or its Licensee Contractor shall notify Licensor, or its designated representative, at least three (3) days in advance of placing Dredge Material on the Private Dredge Containment and obtain verbal approval from Licensor prior to accessing the Licensed Premise. Access to the Licensed Premise will be permitted by the Licensor at its sole discretion to each Licensee for the Operations.

(b) Upon written notice from Licensor to all Licensees, the Licensees agree to immediately cease placing any additional Dredge Material at the Private Dredge Containment. Additional placement of Dredge Material at the Private Dredge Containment may resume only upon written approval of Licensor or its designated representative, which approval shall be at Licensor’s sole discretion. During any such period of ordered cessation, each Licensee shall retain all rights allowed by this Agreement to handle, manage, remove, store (for the time periods set forth in this Section 5) or otherwise access all Dredge Material previously placed on the Private Dredge Containment.

(c) To the extent Licensor is ordered by any governmental authority to remove any Licensee’s Dredge Material from the Licensed Premise, each Licensee shall immediately remove such Actual Yardage of Dredge Material placed on the Licensed Premise by such Licensee. To the extent that Licensor requests that a Licensee remove any Dredge Material in addition to the total Actual Yardage evidenced by each Licensee’s records, Licensees shall promptly remove such disputed amount and Licensee and Licensor shall reasonably work to resolve any dispute regarding the costs of such removal and disposal. However, Licensor’s decision is controlling. As soon as practicable after Licensor’s receipt of such order, Licensor shall provide each Licensee with a copy of the order.

(d) Unless agreed to, in writing, by the Licensor, each Licensee shall, before the close of the current Term (i.e. within twenty four (24) months after the Effective Date), remove a quantity of Dredge Material (the “Removed Volume”) equal in volume to the Actual Yardage it brought onto the Licensed Premise during the Term. The Removed Volume shall be confirmed by each Licensee’s Contractor and documented in writing. Each Licensee agrees to waive any claims or rights of action against Licensor relating to any disagreement regarding the accuracy of the Actual Yardage, the Removed Volume, or the difference between the Actual Yardage and the Removed Volume. To the extent any Licensee fails to remove its Actual Yardage within 12 (twelve) months of placing such material on the Private Dredge Containment, such Licensee is no longer conducting short term storage, as defined by the MPCA, and unless such Licensee has provided evidence to Licensor and each other Licensee, prior to exceeding the twelve (12) month

timeline, of obtaining all necessary permits to legally allow such storage, such Licensee shall be in default under this Agreement.

(e) Licensees are jointly and severally liable for all costs, expenses, fees, or other damages associated with removing the total Actual Yardage from the Private Dredge Containment. Licensor shall have no liability for such costs, expenses, fees or other damages.

6. LICENSOR'S FEES

(a) In consideration of the License granted herein, each Licensee shall pay Licensor the fee of \$1.00 (the "Base Fee") for each cubic yard of Dredge Material based on the Actual Yardage placed in the Private Dredge Containment at the address written below, or at some other address as designated by Licensor. Prior to placing any Dredge Material on the Private Dredge Containment, each Licensee shall pay Licensor a portion of its Base Fee, based on 75% of the volume of such Licensee's Initial Sounding (e.g., 75% multiplied by \$1.00, multiplied by the number of yards determined in the Initial Sounding). The remaining portion of each Licensee's Base Fee, as required to pay for its Actual Yardage, shall be paid to Licensor within ten (10) business days of receiving its Supplemental Soundings, and in no case later than ninety (90) days after completing placement of Dredge Material on the Private Dredge Containment.

(b) In addition to the Base Fee, each Licensee shall pay Licensor \$0.50 for each cubic yard, based on the Actual Yardage, that such Licensee fails to remove by the end of the twelfth (12th) month following the placement under this Agreement or the 2014 Agreement (the "Long Term Storage Fee"). Each Licensee shall pay its Long Term Storage Fee within thirty (30) days of the twelfth (12th) month of this placement to the Licensor at the address written below, or at some other address as designated by Licensor.

(c) No Licensee shall be obligated to Licensor to deliver Dredge Material to the Licensed Premise, nor have any obligation to pay a Base Fee or Long Term Storage Fee, if the Licensee does not deliver any Dredge Material to the Licensed Premise or perform any other Operations during the Term of this Agreement. If a Licensee knows it will not deliver any Dredge Material to the Licensed Premise or perform Operations under this Agreement, the Licensee shall as soon as reasonably practicable thereafter provide written notice of such decision to all other parties to this Agreement.

7. LICENSEES' REPRESENTATIONS AND WARRANTIES. Each Licensee hereby represents and warrants to each other Licensee and to Licensor, the following representations and warranties are correct and true as of the Effective Date of this Agreement:

(a) Licensee shall materially comply with all applicable federal, state and local laws, rules, regulations and ordinances, and permits and licenses issued to such Licensee, including the permits listed in Exhibit D hereto, now or hereafter in force, and warrants that it has all the permits and licenses necessary to perform the Operations described in this Agreement.

(b) As of the Effective Date, each Licensee represents that it has provided Licensor with a copy of its permits listed on Exhibit D and further represents that it will provide Licensor with any amendments thereto during the Term of this Agreement.

(c) Each Licensee is solely responsible for the acts and omissions of its employees and agents performing any services under this Agreement. Each Licensee shall take all reasonable precaution for, and will provide all reasonable protection to prevent damage, injury, or loss to the Licensed Premise and to Licensor and the other Licensees, including all such parties' employees, agents or representatives that may be directly impacted by the Operations.

(d) No Licensee shall use the Licensed Premise for any activity not authorized in this Agreement and shall not perform, or permit it any of its employees, agents or representatives to perform, any unauthorized activities or commit any nuisance on the Licensed Premise.

(e) Each Licensee acknowledges that its Licensee Contractor is its agent and that it is responsible for the acts and omissions of its Licensee Contractor.

Any claim against any Licensee alleging a breach of warranty or representation shall be deemed waived if not brought with in the applicable statute of limitations period.

8. INDEMNIFICATION BY EACH LICENSEE. Each Licensee shall indemnify and hold harmless each other Licensee and Licensor, including the officers, directors, shareholders, employees, and agents thereto, from and against any and all losses, claims, demands, suits, fines, penalties, costs, liabilities or expenses, including reasonable attorneys' fees to the extent caused by or attributed to:

(a) Licensee's breach of any representation, warranty, or other provision of this Agreement;

(b) Any negligent or willful act or omission of Licensee or its employees, subcontractors, or agents; or

(c) Licensee's performance of the rights and obligations of this Agreement, including but not limited to claims arising under any Environmental Law.

In giving this indemnity, each Licensee expressly waives any right it may have to seek or obtain indemnification from Licensor for damages or claims derived from the actions of any other Licensee relating to the Licensed Premise.

9. RELEASE AS TO ANY ACTIONS BY LICENSOR

(a) Except that Licensor shall not permit any party other than each Licensee to deposit any material in the Private Dredge Containment, Licensor makes no representations or warranties under this Agreement, and grants the License on an "as-is, where-is" basis.

(b) Each Licensee, on behalf of its past, present and future directors, officers, employees, agents, affiliates or any of their respective successors and assigns, hereby releases and forever discharges Licensor and each of its directors, officers, employees, agents, affiliates or any of its respective assigns, from and against any and all past, present and future actions, causes of action, claims, suits, demands, damages, fees (including attorney fees), costs, judgments, liabilities, orders, sums of money or other amounts owed, of any kind, whether known or unknown, at law, in equity, contingent or otherwise, relating to or otherwise arising

from the use or occupation of the Licensed Premise by Licensee at any time during the Term, except to the extent arising from or related to Licensor's gross negligence.

10. INSURANCE. Prior to the execution of this Agreement, each Licensee shall furnish Licensor copies of insurance certificates evidencing that it maintains the following coverages or any higher amounts as required by law or regulation:

Types of Insurance	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each occurrence
Commercial General Liability, including Contractual Liability	Bodily injury and death: \$2,000,000 each occurrence
Automobile Liability	Property damage: \$2,000,000, combined single limits

Licensor shall be included as an additional insured on each Licensee's general liability policy. Each Licensee, or its representative, shall provide Licensor with at least thirty (30) days prior written notice of cancellation or non-renewal of any insurance coverage. The general liability insurance coverage will be written on an occurrence rather than on a claims made basis and will remain in effect during the Term. To the extent any Licensee fails to maintain these insurance obligations, Licensor is entitled to immediately exercise a right to terminate this Agreement but must simultaneously execute a restated agreement with the Licensees that remain in compliance with their insurance obligations under this Agreement.

11. FINANCIAL ASSURANCE

(a) Prior to placing any Dredge Material on the Private Dredge Containment, each Licensee shall obtain, and provide evidence to Licensor and each other Licensee, a financial assurance for the benefit of Licensor, in the form of a performance or payment bond, letter of credit or escrow, either of which the Licensor shall accept at its sole option (the "Financial Assurance").

Any bond issued under this section shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by a Licensee is declared bankrupt or becomes insolvent or its right to do business in Minnesota is terminated, the Licensee shall promptly

notify Licensor and shall, within 20 days after the event giving rise to such notification, provide another bond and surety.

The minimum amount of Financial Assurance shall be calculated at a rate of \$20/yard, with yardage based on the Initial Sounding. To the extent the volume of any Licensee's Actual Yardage is larger than its Initial Sounding, such Licensee shall increase its Financial Assurance, as necessary, within ten (10) business days of receiving its Supplemental Soundings, to ensure that its Financial Assurance is equal to or greater than \$20/yard, based on the Actual Yardage volume. Based on the yardage of Dredge Materials each Licensee currently has at the Licensed Premise, each Licensee will provide Financial Assurance in the following amounts, subject to adjustment as set forth in this Section 11(a):

Cargill:	\$347,280
Riverland:	\$125,700
CHS:	\$203,680

(b) In the event that the Licensees do not remove the Dredge Material placed on the Licensed Premise, in accordance with the obligations set forth in this Agreement, the remaining Dredge Material shall be deemed "Holdover Yardage". The Licensor may draw on the Financial Assurance to pay for the costs of removing and disposing of Holdover Yardage at a location to be chosen at the sole option of Licensor. To the extent the Licensees provide evidence to Licensor that a certain quantity of Holdover Yardage is attributable to any Licensee's failure to remove its individual allocation of Actual Yardage, Licensor shall consider such information in determining which Licensee's Financial Assurance it shall draw upon for the cost of removal. However, Licensor's decision is controlling.

(c) Licensor shall also have the right to draw down on a Licensee's Financial Assurance to the extent such Licensee is in default under the terms of this Agreement and fails to cure such default, to Licensor's reasonable satisfaction, within 5 (five) business days of receipt of written notice of default from Licensor. Licensor may immediately draw down on Licensee's Financial Assurance, without providing notice or a right to cure, in the event Licensee's default under this Agreement results in an emergency requiring immediate action by Licensor under applicable laws, regulations, or governmental orders.

(d) Six (6) months following the Effective Date of this Agreement, each Licensee may reduce its existing Financial Assurance, based on a rate of \$20/cubic yard determined by evidence of the difference between each Licensee's Actual Yardage and Removed Volume, and Licensor shall reasonably cooperate with such Licensee to facilitate this reduction of Financial Assurance.

(e) Financial Assurance shall remain in place during the Term and for a period of 12 months after the Term or until released by Licensor, whichever is less. The Financial Assurance may be extended to a subsequent Term under an amendment to this Agreement.

12. NOTICES. All notices and communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, or by e-mail upon the applicable Licensee's or Licensor's consent for specific notices or communications,

to the address set forth below or to such other address as one party may have furnished to the other in writing.

Lower Minnesota River Watershed District
112 East 5th Street, Suite 102
Chaska, MN 55318
Attn: Administrator
naiadconsulting@gmail.com

With Copy To: Whoever is the President and to whoever is general legal
Counsel of the Lower Minnesota River Watershed District
As Licensor has informed Licensees by Notice

Cargill, Incorporated
12105 Lynn Ave.
Savage, Minnesota 55378
Attn: Ruben Chong
ruben_chong@cargill.com

With Copy To: Cargill, Incorporated
Law Department
15407 McGinty Road West MS 24
Wayzata, MN 55391
Attn: Gina Young, Attorney
gina_young@cargill.com

Riverland Ag Corp.
1660 South Highway 100
Suite 350
St. Louis Park, MN 55416
Attn: Kyle Egbert

CHS Inc.
5500 Cenex Drive
Inver Grove Heights, MN 55077
Attn: Senior Vice President, AG Business
greg.oberle@chsinc.com

13. TERMINATION. Except for the provisions of Section 7 (“Licensee’s Representations and Warranties”), Section 8 (“Indemnification By Each Licensee”), and Section 11 (“Financial Assurance”), Licensor for any reason, or no reason at all, may terminate this License upon thirty (30) days’ written notice of its intent to terminate this Agreement. In such event, Licensor shall not be liable to any Licensee for any consequences to, or costs or damages incurred by Licensee due to such termination.

14. INDEPENDENT CONTRACTOR. The Licensor and each Licensee are independent contractors and all persons employed or used by each party to perform the

Operations described in the Agreement are independent contractors not employees or agents of another party, and all persons operating equipment or employed in connection therewith, where such vehicles or vessels are owned, leased, or hired by any Licensee shall be agents of the hiring Licensee and not employees of other Licensees or the Licensor.

15. OVERRIDING PROVISIONS. Notwithstanding any language to the contrary herein, as to conducting Operations, Licensee at its sole cost will follow the oral and/or written instructions of the Administrator of the Licensor or the entity that is the Licensor's designated site manager of the Licensed Premise. Such instructions may be given to any person who is present on the Licensed Premise acting on behalf of the Licensee. Any oral instructions shall be submitted in writing as soon as reasonably possible thereafter in a notice to the Licensee involved per Section 12 of this Agreement.

16. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to its rules governing conflicts of laws. Any lawsuit brought in connection with this Agreement must be brought in the District Court for Scott County, Minnesota.

17. ASSIGNMENT. This Agreement will bind and inure to the benefit of the Licensor and each of the Licensees hereto and their respective heirs, successors and assigns. No party shall assign this Agreement without the prior written consent of each other party.

18. WAIVER. Any Licensee's or Licensor's waiver of any breach, or failure to enforce any of the terms or conditions of this Agreement, shall not in any way affect, limit, the right of any other party to this Agreement to thereafter enforce or compel compliance with every term and condition of this Agreement or to terminate this Agreement for breach.

19. FORCE MAJEURE. Whenever the time for performance of any act under this Agreement is limited and such performance is prevented or delayed by any factor or circumstance beyond a party's control, and which that party could not have avoided by the use of due diligence, such as acts of God, fire, strikes or labor troubles, new legislation or regulations limiting the operations contemplated by the parties, embargoes, war, or other disabling causes, then the time for the performance of any such act or obligation of that party will be extended for a period equal to the extent of the delay.

20. ENTIRE AGREEMENT. This Agreement, and any referenced exhibits or amendments, constitutes the entire Agreement between the parties, and supersedes all previous agreements (including the 2014 Agreement), either written or oral, between the parties. This Agreement shall govern if there is a conflict between this Agreement and any exhibit or attachment.

21. SEVERABILITY. In the event that any part of this Agreement shall prove to be invalid, void or illegal, such judgment shall not affect, impair or invalidate any other provision hereof and such remaining provisions shall remain in full force and effect.

22. EXECUTION IN COUNTERPARTS. This agreement 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.

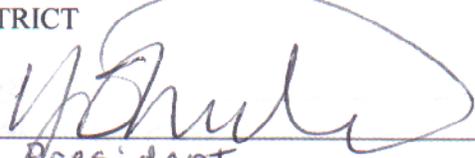
Remainder of page intentionally blank.

<Signature Pages to Follow>

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

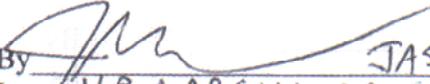
LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: 12-13-2017

By 
Its President

CARGILL, INCORPORATED

Dated: 10-30-2017

By  JASON MEYER
Its VP CARGILL AG SUPPLY CHAIN NA

RIVERLAND AG CORP.

Dated: _____

By _____
Its _____

CHS, INC.

Dated: _____

By _____
Its _____

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: _____

By _____
Its _____

CARGILL, INCORPORATED

Dated: _____

By _____
Its _____

RIVERLAND AG CORP.

Dated: 11/7/2017

By [Signature]
Its CFO

CHS, INC.

Dated: _____

By _____
Its _____

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: _____

By _____
Its _____

CARGILL, INCORPORATED

Dated: _____

By _____
Its _____

RIVERLAND AG CORP.

Dated: _____

By _____
Its _____

CHS, INC.

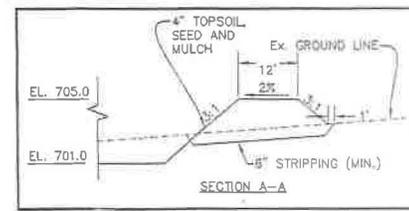
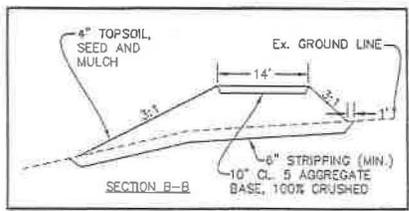
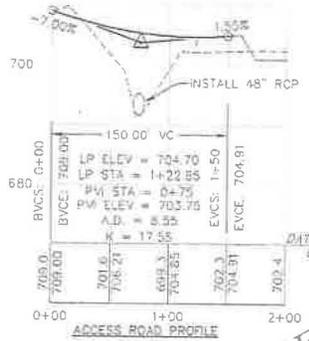
Dated: 11-13-17

By 
Its Vice President

EXHIBITS

- Exhibit A: Map of the Licensed Premises
- Exhibit B: Conditional Use Permit, dated July 7, 2014, issued by the City of Savage to Lower Minnesota River Watershed District
- Exhibit C: Testing Metrics
- Exhibit D: Schedule of Permits

EXHIBIT A



Site Volume Table: Unadjusted

Site	Stratum	Surf1	Surf2	Gut	F#1	F#2	Method
SPILL SITE 2	2-arg	c-topo-ig-01			17062	8382	8680 (C) Crd area
					17203	8741	8462 (C) End area

MINNESOTA

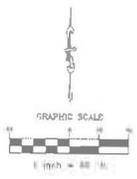
RIVER

Private Dredge Containment -
 48,400cy est. capacity
 (2 acres x 15')

COE Dredge Stockpile
 Estimated Capacity - 145,200cy
 (6 acres x 15')

Existing COE Dredge Stockpile/Future
 Secondary Dredge Material Storage
 Estimated Capacity - 84,700cy
 (3.5 acres x 15')

Proposed Onsite
 Access Roads



LOWER MINNESOTA RIVER WATERSHED DISTRICT
 DREDGE SPOIL SITE SURVEY AND ACCESS ROAD
 CARGILL DREDGE SITE
 BCRM/SITE GRADING AND ACCESS ROAD

St. Paul Office
 2335 West Highway 36
 St. Paul, MN 55113
 Phone: 651-636-1600
 FAX: 651-636-1311

Bonestroo
 Rosene
 Anderik &
 Associates
 Engineers & Architects

C3.01

EXHIBIT B

Receipt# 511538

CUP

\$46.00

Cert #

31773

T229710

Return to:
G-SAVAGE CITY
6000 MCCOLL DR
SAVAGE MN 55378



Certified Filed and/or recorded on:

7/15/2014 8:56 AM

**Office of the Registrar of Titles
Scott County, Minnesota**
James L. Hentges, Registrar of Titles

Certification

STATE OF MINNESOTA)

COUNTY OF SCOTT)

CITY OF SAVAGE)

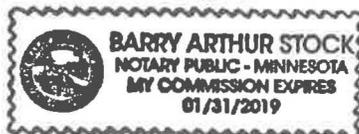
I, the undersigned, being the duly qualified city clerk of the City of Savage, Minnesota, hereby certify that the attached and foregoing is a true and correct photocopy of Resolution No. R-14-83, a resolution approving an amendment to a conditional use permit to allow dredging and fill within the floodway district at 12025 Vernon Avenue, the original of which is on file and of record at the Savage City Hall, 6000 McColl Drive, Savage, Minnesota.

Dated this 8th day of July, 2014.


Ellen Classen
City Clerk

Attest:


Notary Public



Receipt# 511538

CUP

\$46.00

Return to:
G-SAVAGE CITY
6000 MCCOLL DR
SAVAGE MN 55378

A961453



Certified Filed and/or recorded on:

7/15/2014 8:56 AM

**Office of the County Recorder
Scott County, Minnesota**
James L. Hentges, County Recorder

WHEREAS, staff worked with the applicant on truck traffic routes that would have the least impact to local roadways; and

WHEREAS, the Minnesota River provides barge navigation for several of the world's largest grain marketing companies who operate terminals along the river and the need to remove dredge materials to allow continual dredging of the river to move barge traffic is critical to the economic vitality of these industries; and

WHEREAS, the request was reviewed by the Development Review Committee and new conditions of approval have been included to achieve the goal of reducing the dredge stockpile to a manageable level with the least amount of impact; and

WHEREAS, the following findings are hereby adopted in accordance with Section 152.031 of the Zoning Ordinance:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

The City required the applicant to conduct a traffic impact study to provide an analysis of the potential impacts the increased hauling operations will have. The study completed by SEH did not indicate any factors that would be detrimental or endanger public health and conditions are being applied to prohibit certain traffic movements.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

TH 13 already experiences large truck traffic due to the type of industries located along the roadway. The proposed hauling operation is not creating a use that does not already exist in the area and is keeping with the normal and orderly development of surrounding properties.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

The area along the Minnesota River is comprised of river related industries of which some already have their own private dredging sites. The proposal is very similar and comparable to the existing businesses in the surrounding area and will not change the intended character of the surrounding area.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

The proposed dredging operation and increase in truck traffic won't impose any hazards or disturbing influences on the surrounding area because commercial truck traffic already exists along the TH 13 corridor.

- 5. The conditional use will not substantially diminish the value of neighboring properties.**

The proposed dredging operation and hauling of material will not affect the value of neighboring properties as the use has already been in existence since 2006 without any negative impacts on property values.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

The site is adequately served for the proposed dredging operation needs and will not create a burden for the city to provide any additional public services. Hauling of the dredge material

will not require public utilities; it will not generate students that would affect the capacity of area schools; and would not require any additional police or fire services.

7. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.

The traffic impact study provided an analysis for staff to apply limitations and conditions regarding allowable hours of operation for truck traffic and limiting certain traffic movements to minimize traffic congestion and provide adequate circulation of traffic on public streets.

8. The conditional use is consistent with the applicable policies and recommendations of the City's Comprehensive Plan or other adopted land use studies.

The CUP is consistent with the policies and goals of the 2030 Comprehensive Plan by allowing the Lower Minnesota River Watershed District to continue their dredging operation that keeps the waterway channels open for navigation for the river related industries located along the Minnesota River.

9. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

The conditional use complies with the all of the requirements within the Savage Zoning Ordinance.

WHEREAS, the application was reviewed by the Development Review Committee and by the Planning Commission during a duly authorized public hearing on June 19, 2014 whereby it was determined the request met the required findings for a conditional use permit as set forth in Section 152.031 of the Savage Zoning Ordinance;

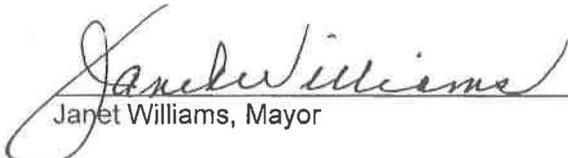
NOW THEREFORE, BE IT RESOLVED that the recitals set forth above are incorporated herein; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Savage, Scott County, Minnesota, hereby amend the conditional use permit for the Lower Minnesota River Watershed District, subject to the following conditions:

1. Approval is subject to Engineering Department review and approval of all site, grading, construction, and storm water management plans and erosion control plans
2. No grading shall be allowed within required wetland buffers and vegetation must remain as natural wetland grasses.
3. Once the dredging operation has ended, the District shall be responsible to remove the material and restore the site to a height not to exceed 720 feet and seed the site with native vegetative species approved by the Natural Resources Coordinator.
4. The District shall be responsible for the upkeep and on-going maintenance of Vernon Avenue, including any plowing and the road shall be left in equal to or better condition after the 3rd hauling season is completed in 2017. The road's existing condition shall be documented before hauling begins and a meeting on-site with city staff shall be required to determine what restoration is needed to bring the road to the original condition. Final restoration, at a minimum, will include patching with bituminous.
5. The City shall be provided with 24 hour notification of hauling days.
6. There shall be no U turns allowed on TH 13. At no time shall any trucks stack onto TH 13 or any other roadways except Vernon Avenue. Trucks shall be prohibited from blocking railroad tracks.

7. Truck hauling during peak periods shall be limited to the hours of 7 am – 5 pm Monday through Friday. Hauling during nights and weekends shall be with permission only from the City Engineer/Public Works Director.
8. Truck traffic on local roadways shall only be limited to: 1.) empty eastbound trucks returning to the site shall use the south frontage road to Quentin Avenue where they may travel north to the Quentin Avenue stoplight to go eastbound on TH 13 to Vernon Avenue and 2.) loaded trucks exiting the site that need to travel eastbound shall turn left at Dakota Avenue after exiting onto westbound TH 13 and travel east along the south frontage road to Yosemite Avenue to exit onto eastbound TH 13. No other local truck traffic shall be allowed on local roadways.
9. Vernon Avenue shall remain open for two-way truck traffic up to the existing gate at the railroad tracks and may be reduced to one-lane truck traffic north of the gate. The shoulders of Vernon Avenue shall be adequate to handle large size trucks and their turning movements.
10. A monthly report shall be submitted to the City for any month in the calendar year that incurs removal of dredge material. The report shall provide detailed information of the amounts removed, number of trucks hauled, contractor removing material, truck accidents and any other miscellaneous information that may be pertinent to the hauling operation. Information regarding the addition of new dredge material added to the stock pile site shall be provided to the City as they become available.
11. Sediment deposit on public streets as a result of such hauling shall be removed and streets cleaned as required by City staff.
12. The CUP will be formally reviewed by the Planning Commission and City Council after the first hauling season is completed to address any issue that may arise and to possibly add additional conditions regarding the truck hauling operations.

Adopted by the Mayor and Council of the City of Savage, Scott County, Minnesota, this 7th day of July 2014.


 Janet Williams, Mayor

ATTEST:


 Barry A. Stock
 City Administrator

Motion by: _____ Abbott _____

Second by: _____ McColl _____

	<u>Aye</u>	<u>Nay</u>
Williams	<u>X</u>	_____
McColl	<u>X</u>	_____
Victorey	<u>X</u>	_____
Abbott	<u>X</u>	_____
Kelly	<u>X</u>	_____

EXHIBIT C

Table 5: Dredged material soil reference values

Parameter	Level 1 Soil Reference Value (SRV) (mg/kg, dry weight)	Level 2 Soil Reference Value (SRV) (mg/kg, dry weight)
In-organics-Metals		
Arsenic	9	20
Cadmium	25	200
Chromium III	44,000	100,000
Chromium VI	87	650
Copper	100	9,000
Lead	300	700
Mercury	0.5	1.5
Nickel	560	2,500
Selenium	160	1,300
Zinc	8,700	75,000
Barium	1,100	18,000
Cyanide	60	5,000
Manganese	3,600	8,100
Organics		
PCBs (Total)	1.2	8
Aldrin	1	2
Chlordane	13	74
Endrin	8	56
Dieldrin	0.8	2
Heptachlor	2	3.5
Lindane (Gamma BHC)	9	15
DDT	15	88
DDD	56	125
DDE	40	80
Toxaphene	13	28
2,3,7,8-dioxin, 2,3,7,8-furan and 15 2,3,7,8-substitued dioxin and furan congeners	0.00002	0.000035
Polycyclic Aromatic Hydrocarbons (PAHs)		
Quinoline	4	7
Naphthalene	10	28
Pyrene	890	5,800
Fluorene	850	4,120
Acenaphthene	1,200	5,260
Anthracene	7,800	45,400
Fluoranthene	1,080	6,800
Benzo (a) pyrene (BAP)/BAP equivalent	2	3
*Benzo (a) anthracene	*Dibenzo (a,h) anthracene	*3-Methylcholanthrene
*Benzo (b) fluoranthene	*7H-Dibenzo (c,g) carbazole	*5-Methylchrysene
*Benzo (j) fluoranthene	*Dibenzo (a,e) pyrene	*5-Nitroacenaphthene
*Benzo (k) fluoranthene	*Dibenzo (a,h) pyrene	*1-Nitropyrene
*Benzo (a) pyrene	*Dibenzo (a,i) pyrene	*6-Nitrochrysene
*Chrysene	*Dibenzo (a,l) pyrene	*2-Nitrofluorene
*Dibenz (a,j) acridine	*1,6-Dinitropyrene	*4-Nitropyrene
*Dibenz (a,h) acridine	*1,8-Dinitropyrene	
*7,12-Dimethylbenz[a]anthracene	*Indeno (1, 2, 3-cd) pyrene	

***The results for these analytes should be added together and treated as the BAP equivalent which is compared against the soil reference value for Benzo (a) pyrene, above.**

EXHIBIT D

Licensees Dredge Permits

Cargill, Incorporated

- National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS)
Permit MN0062201
 - Permittee: Cargill AgHorizons
 - Facility Name: Cargill AgHorizons – West Elevator Dredge
 - Issuance Date: April 4, 2012
 - Expiration Date: March 31, 2017

- National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS)
Permit MN0054445
 - Permittee: Cargill AgHorizons
 - Facility Name: Cargill AgHorizons – East Elevator Dredge
 - Issuance Date: April 4, 2012
 - Expiration Date: March 31, 2017