

Community Development Committee Report

For the Metropolitan Council meeting of October 27, 2021

Subject: Request for Consent to Easement, Carver Park Reserve, Three Rivers Park District

Proposed Action

That the Metropolitan Council:

1. Consent to Three Rivers Park District granting an easement, as described in the Attachment, to the Minnesota Department of Natural Resources for groundwater monitoring at Carver Park Reserve.
2. Require Three Rivers Park District to record a Consent to Easement document executed by the Metropolitan Council's Regional Administrator.

Summary of Committee Discussion/Questions

This business Item was passed as part of the Community Development Committee's consent agenda on October 18, 2021

Metropolitan Parks and Open Space Commission Report

For the Community Development Committee meeting of October 18, 2021

For the Metropolitan Council meeting of October 27, 2021

Subject: Request for Consent to Easement, Carver Park Reserve, Three Rivers Park District

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Summary of Committee Discussion/Questions

Jessica Lee, Senior Planner, presented the staff report to the Metropolitan Parks and Open Space Commission at its meeting on October 7, 2021. There were no questions and the Commission voted unanimously to approve the proposed actions.

Metropolitan Parks and Open Space Commission

Meeting date: October 7, 2021

For the Community Development meeting of October 18, 2021

For the Metropolitan Council meeting of October 27, 2021

Subject: Request for Consent to Easement, Carver Park Reserve, Three Rivers Park District

MPOSC District, Member: District B, Robert Moeller

Council District, Member: District 4, Deb Barber

Policy/Legal Reference: 2040 Regional Parks Policy Plan Chapter 6, System Protection, Strategy 6, Utilities

Staff Prepared/Presented: Jessica Lee, Senior Planner (651-602-1621)

Division/Department: Community Development

Proposed Action

That the Metropolitan Council:

1. Consent to Three Rivers Park District granting an easement, as described in the Attachment, to the Minnesota Department of Natural Resources for groundwater monitoring at Carver Park Reserve.
2. Require Three Rivers Park District to record a Consent to Easement document executed by the Metropolitan Council's Regional Administrator.

Background

Carver Park Reserve is located in Carver County near Victoria and is managed by Three Rivers Park District (TRPD). At over 3,500 acres, Carver Park Reserve is one of the largest parks in the regional system and is managed primarily for natural resources protection.

TRPD has an established partnership with the Minnesota Department of Natural Resources (DNR) for groundwater monitoring wells covered by easement agreements at Elm Creek Park Reserve, Crow-Hassan Park Reserve, and Hyland Park Reserve. They wish to enter into an agreement to establish a new groundwater monitoring well at Carver Park Reserve, which would enhance the monitoring network and information desired by both the DNR and TRPD (see Attachment 1). Approximately 0.3 acres would be covered by this easement to support a groundwater monitoring well "nest" of up to 7 wells on this site. The proposed site is located in the east central portion of the Park Reserve just north of Park Drive (Exhibit A), which has easy access with minimal clearing or cutting. The easement has a term of 20 years, unless terminated at an earlier date, and an option to renew for an additional 10 years.

The DNR developed a groundwater strategic plan, which requires users to obtain a permit and submit annual monitoring data. TRPD appropriates groundwater for several park operations including landscape irrigation. TRPD is committed to helping the DNR reach its groundwater strategic plan goals. These goals include improving information about groundwater resources, reinforcing partnerships to provide better support for sustainable groundwater use, improving compliance with existing groundwater regulations, assuring that permits for large water

appropriations provide a sustainable supply of groundwater for future generations, and concentrating action in areas of high use and/or limited supply.

The DNR has an established groundwater monitoring program which consists of regular aquifer checks through a system of groundwater monitoring wells and data collected through reports from permit holders. Giving the consent to easement would allow TRPD and the MNDNR to meet their groundwater monitoring strategic goals as well as monitor water quality and quantity for the region.

Rationale

The request for the Council's consent to the groundwater monitoring easements is consistent with the requirements of the [2040 Regional Parks Policy Plan \(RPPP\)](#). Chapter 6, System Protection, Strategy 6 acknowledges that it may be necessary to grant easements on regional parkland for utilities to distribute services, such as protection of drinking water. This strategy requires that the location of the utilities (groundwater wells) be places that minimize impact on existing and planned facilities and natural resources of the park. The wells are supportive of the use of groundwater for the betterment of the Regional Park System. Three Rivers Park District asserts, and Council staff concur, that the location of the groundwater monitoring wells will not adversely affect or impair park user's recreational activities or negatively impact the surrounding natural resources.

Thrive Lens Analysis

The request advances the Thrive outcomes of livability and sustainability. The groundwater monitoring wells will help protect the supply and quality of groundwater for the region.

Funding

The land needed for the DNR monitoring easements was partly supported with Council funds. When Council funds are used for an acquisition of park or trail land, an agreement and restrictive covenant is recorded on the purchased property to provide a higher level of protection, ensuring regional recreational open space use in perpetuity (see attachment 2). Restrictive covenants require Council consent to easement to allow a use other than regional recreational open space purposes. TRPD is requesting easements on land with a Council agreement and restrictive covenant; therefore, the action before the Council includes the consent to easement.

Known Support / Opposition

TRPD submitted their request for a consent to easement to the Metropolitan Council after the TRPD Board of Commissioners authorized the TRPD Board Chair and Superintendent to enter into an easement agreement with the Minnesota Department of Natural Resources for groundwater monitoring wells at Carver Park Reserve at its meeting on August 19, 2021 (see attachment 3).

GROUNDWATER MONITORING WELLS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into this _____ day of _____ 20____, by and between the Three Rivers Park District, a political subdivision of the State of Minnesota, (“Grantor”), and by the State of Minnesota, acting by and through the Commissioner of Natural Resources (“Grantee”).

WHEREAS, the Grantee desires to expand the observation well network throughout the state for the purpose of obtaining geologic and hydrologic information; and

WHEREAS, the Grantor is the owner of property described below on which the Grantee has determined would be beneficial to gather geological and hydrologic information; and

WHEREAS, the Commissioner of Natural Resources has the authority to conduct surveys, investigations, and studies of waters of the state in order to implement the Commissioner’s duties under Minnesota Statutes, § 103G.121,

NOW THEREFORE, it is agreed between the parties hereto:

1. The following terms shall have the following definitions for the purpose of this Agreement:
 - a. Well(s): Water level and quality monitoring well, as applicable;
 - b. Property: An easement for observation well purposes over, under and across that part of Government Lot 8 of Section 1, Township 116 North, Range 24 West, Carver County, Minnesota, described as follows:

Commencing at the southwest corner of said Government Lot 8; thence on an assumed bearing of North 88 degrees 46 minutes 29 seconds East 670.21 feet along the south line of said Government Lot 8; thence North 03 degrees 55 minutes 48 seconds West 76.66 feet to the POINT OF BEGINNING; thence North 26 degrees 26 minutes 34 seconds West 209.61 feet; thence North 66 degrees 30 minutes 11 seconds East 101.65 feet; thence South 06 degrees 04 minutes 55 seconds East 222.54 feet; thence South 73 degrees 33 minutes 20 seconds West 24.46 feet to the point of beginning and there terminating.

2. The Grantor, for and in consideration of the faithful performance by the Grantee of all covenants and conditions herein contained, hereby authorizes the Grantee to install DNR observation Wells on the Property at the location depicted on the attached map, which is attached hereto as Exhibit A, to obtain geologic and hydrologic information to determine whether the hydrologic conditions of the Property are, in the opinion of Grantee, favorable for the establishment of the Wells.

3. If hydrologic conditions on the Property are favorable, Grantee is hereby authorized to establish, operate and maintain the monitoring Wells for a term of twenty (20) years from the effective date of this Easement Agreement, unless earlier terminated in accordance with this Agreement, at the location on the Property depicted on the attached Exhibit A, with an option to renew the Easement Agreement for an additional 10 years.
4. Grantee is provided with a nonexclusive right of ingress and egress over the Property for the purpose of establishing the test hole and Well, and monitoring the same. Grantee agrees to use existing access roads whenever possible.
5. The Wells shall be operated in accordance with Minnesota Statutes Chapter 103I and shall be used for measuring the water level and/or water quality monitoring, as applicable, on a regular basis.
6. This Easement Agreement includes the installation of up to seven (7) observation Wells. Each of the **seven (7)** Wells shall consist of either **2"** diameter PVC or **4"** diameter steel casing covered by **8"** or **10"** protective tops extending approximately **three (3)** feet above the land surface.
7. The Wells shall meet or exceed all regulations for such Wells, and the Wells shall be constructed in accordance with industry standards for Wells and in a safe and workmanlike manner.
8. Excavation and/or installation of the test hole and/or Wells shall begin within one (1) year after the effective date of this Agreement. If the test hole and/or Wells are not installed on the Property within one (1) year of the effective date of this Agreement, this Agreement shall automatically terminate. All tools and equipment used for the excavation and/or installation of the test hole and/or Wells shall be removed from the Property within thirty (30) days of the work being completed.
9. Well installation and sampling shall be performed by the Grantee in a manner which minimizes interference with the Grantor and the public's use of the Property. If the Grantee's activities related to the excavation, installation, or continued use of the Wells disturb any portion of the Property, the Grantee will restore the Property to as close to its original condition as is reasonably possible under the circumstances, including but not limited to such items as replacement of adequate top soil, seeding, sodding where necessary, finish grading to original grade, pavement repair or replacement, and other reasonable restoration measures deemed necessary to the satisfaction of the Grantor.
10. Within six (6) months from the termination of this Easement Agreement, Grantee shall seal the test hole and/or Wells in accordance with the provisions of Minnesota Statutes Chapter 103I and all rules adopted by the Commissioner of Health. Grantee shall be responsible for all costs and activities related to sealing the Wells. Upon completion, Grantee shall provide Grantor with a copy of the Well and Boring Sealing Record, which shall be filed with the Minnesota Department of Health. Upon sealing of the test hole and/or Wells, the Grantee

shall restore the Property as close as possible to the same state and condition existing prior to the excavation, and/or installation of the test hole and/or Wells.

11. The Grantee and Grantor will each be responsible for their own acts and omissions and the results thereof. The Grantor's liability is governed by Minnesota Statutes, Section 466.04 and the Grantee's liability is governed by Minnesota Statutes, Section 3.736.
12. Grantee recognizes that a hazardous condition, whether obvious or latent, disclosed or undisclosed, may exist on the Property, and the Grantee assumes the risk of and waives all claims with respect to such conditions while conducting its activities pursuant to the terms of this Easement Agreement on the Property.
13. The Grantee agrees to cooperate, to the extent allowed by law, in the submittal of all claims for alleged loss, injuries, or damages to persons or property arising from the acts of the Grantee's employees, acting within the scope of their employment, or contractors in the excavation, installation, operation, use, maintenance, removal and/or sealing of the test hole and/or the Wells as authorized and limited by the Minnesota Torts Act, M. S. 3.736. Grantee shall ensure any contractors working on the Property have procured comprehensive general liability insurance in an amount of at least the liability caps set forth in Minnesota Statutes Section 3.736, as amended, naming the Grantee and Grantor as additional insured prior to commencing any work on the Property.
14. Results of the water level observations shall be made available to the Grantor.
15. This Easement Agreement shall become effective when all signatures required have been obtained and shall continue in full force and effect until terminated. Either party may terminate this Easement Agreement by providing thirty (30) days written notice to the other party.
16. The Grantee and its contractors shall comply with all applicable local, state and federal laws and regulations now in existence or hereafter enacted, including all laws governing health, safety and environmental protection.
17. To the best of the Grantor's knowledge, the vicinity of the proposed water level observation Wells is free from contamination. Contamination which occurs after the construction of the Wells is introduced into the aquifer because of the existence of the Wells shall be the responsibility of the Grantee.
18. Grantee acknowledges and agrees that no failure or delay by the Grantor in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege under this Agreement.

19. This Easement Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between the parties relating to the subject matter of the Agreement at this Property.

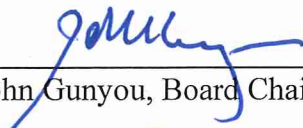
It is understood and agreed that this Easement Agreement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto. It is further understood that the indemnification provisions of this Easement Agreement shall survive termination of the Easement Agreement.

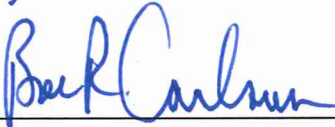
Signed and delivered this _____ day of _____, 20____.

Signature Pages (2) Follow

GRANTOR:

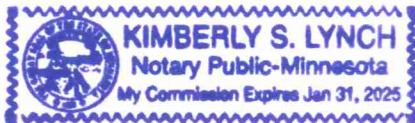
THREE RIVERS PARK DISTRICT

By: 
John Gunyou, Board Chair

By: 
Boe R. Carlson, Superintendent and
Secretary to the Board

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th day of August, 2021, by John Gunyou, as Chair, and by Boe R. Carlson, as Superintendent and Secretary to the Board of the Three Rivers Park District.




Notary Public

My Commission Expires January 31, 2025

GRANTEE:

**MINNESOTA DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Name: _____

Title: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Minnesota Department of Natural Resources.

Notary Public

My Commission Expires _____

Return this Instrument to:
Minnesota Department of Natural Resources
Ecological and Water Resources Department
Attn: Nick Evans
325 Randolph Avenue S, Suite 500
St. Paul, Minnesota 55102

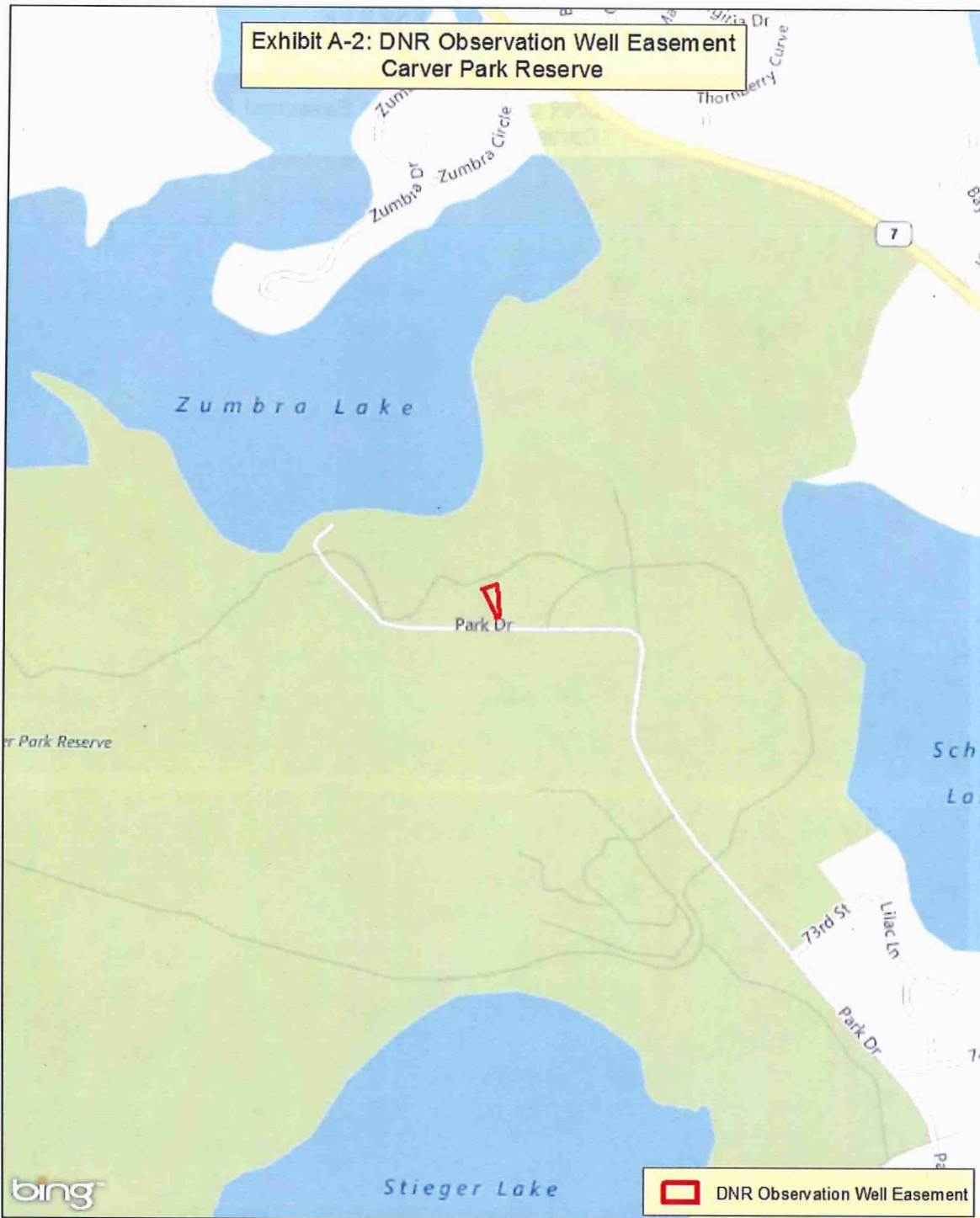
EXHIBIT A CARVER PARK RESERVE



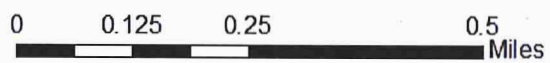
mn DEPARTMENT OF
NATURAL RESOURCES

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NATURAL RESOURCES



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AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT, made and entered into this 23rd day of December, 1980, by and between the Hennepin County Park Reserve District, a public corporation and political subdivision of the State of Minnesota, party of the first part, and the Metropolitan Council of the State of Minnesota, party of the second part.

WITNESSETH:

WHEREAS:

A. Party of the first part has acquired fee title in the following-described real property, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

B. Party of the second part has contributed funds toward the acquisition of said interest in said real property pursuant to its Grant Program and a Grant Agreement with first party as authorized by Chapter 563, Laws of Minnesota, 1974.

C. Said Grant Program was established pursuant to said law to provide for the acquisition, preservation, protection, development and betterment of regional recreational open space for public use.

NOW, THEREFORE, in consideration of the grant heretofore made by second party to first party as aforesaid and in consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

No sale, lease, mortgage or other conveyance, nor the creation of any easement, restriction or other encumbrance against the above-described real property shall be valid for any purpose unless the written approval of the Metropolitan

Council or its successors is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains, nor shall said real property be used for any purpose except regional recreational open space purposes as those purposes are from time to time defined by the Metropolitan Council or its successors unless the Metropolitan Council or its successors shall consent to such other use or uses by instrument in writing duly filed and recorded and designating the nature, extent and duration of the use for which such consent is given.

This Agreement and Restrictive Covenant may be enforced by the Metropolitan Council or its successors or by any citizen residing within the metropolitan area as then defined by appropriate action in the courts of the State of Minnesota.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names all as of the date first above written.

HENNEPIN COUNTY PARK
RESERVE DISTRICT

By 
Its Chairman, Donald C. Ringham

And 
Its Secretary, Clifton E. French

METROPOLITAN COUNCIL

By 
Its Executive Director

By _____
Its _____

This instrument was drafted by:
POPHAM, HAIK, SCHNOBRICH,
KAUFMAN & DOTY, Ltd.
4344 IDS Center
Minneapolis, Minnesota 55402
(612)335-9331

300

EXHIBIT A
DESCRIPTION OF LAND

That part of Government Lot 8, Section 1, Township 116 North, Range 24 West of the Fifth Principal Meridian described as follows:

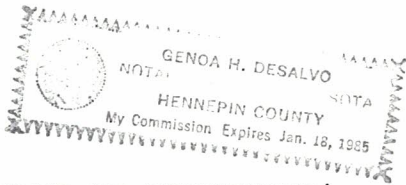
Commencing at the Southwest Corner of said Government Lot 8, thence Northerly along the West Line of said Government Lot 8, a distance of 12.00 feet to the point of beginning of the land to be described; thence Easterly, along a line extending to a point on the South line of said Government Lot 8, distant 836.00 feet Easterly from the Southwest Corner of said Government Lot 8, to the Southwest Corner of the recorded plat of Goldschmidt's Zumbra Addition No. 1; thence Northerly parallel with the West line of said Government Lot 8 (said parallel line also being the West line of said Addition) to the intersection with a line 660.00 feet Northerly of and parallel with the South line of said Government Lot 8 (said point of intersection also being Northwest Corner of said Addition); thence Westerly along said parallel line to a point thereon distance 1053.00 feet Westerly from the East line of said Government Lot 8; thence Northerly, at a right angle to said parallel line, to the shoreline of Zumbra Lake; thence Westerly, along the shoreline of said lake, to the intersection with the West line of said Government Lot 8; thence Southerly along said West line to the point of beginning.

Which lies Easterly of a line 200.00 feet Easterly of, measured at a right angle to and parallel with the West line of said Government Lot 8.

Together with Lots 1, 3, 4, 5 and 6, Block 1, Goldschmidt Zumbra Addition No. 1.

STATE OF MINNESOTA))
) ss.
 COUNTY OF HENNEPIN

On this 4th day of December, 1980, before me, a Notary Public, within and for said County, personally appeared Donald C. Ringham and Clifton E. French to me personally known, who, being each by me duly sworn did say that they are respectively the Chairman and the Secretary of the Hennepin County Park Reserve District named in the foregoing instrument, and that said instrument was signed on behalf of said Hennepin County Park Reserve District by authority of its Board of Commissioners and that they acknowledged said instrument to be the free act and deed of said Hennepin County Park Reserve District.



Genoa H. Desalvo
 Notary Public

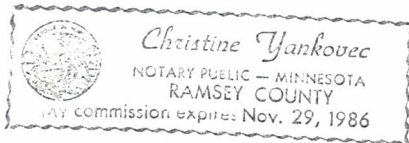
STATE OF MINNESOTA))
) ss.
 COUNTY OF _____)

On this _____ day of _____, 198__, before me, a Notary Public, within and for said County, personally appeared _____ and _____ to me personally known, who, being each by me duly sworn did say that they are respectively the _____ and the _____ of the Metropolitan Council named in the foregoing instrument, and that said instrument was signed on behalf of said Metropolitan Council and that they acknowledged said instrument to be the free act and deed of said Metropolitan Council.

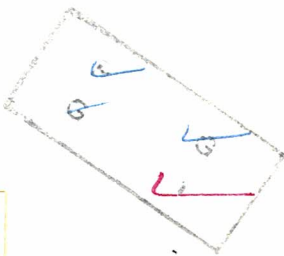
 Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 23rd day of December, 1980, before me appeared Eugene Franchett, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the Metropolitan Council, that he executed the foregoing instrument on behalf of the Metropolitan Council, and acknowledges said instrument to be the free act and deed of said Metropolitan Council.



Christine Yankovec



DOCUMENT NO. 56112

**OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA
COUNTY OF CARVER**

This is to certify that this document was filed in this office on the 30 day of Aug. 1982 A.D. at 9:00 o'clock A.M. and was duly recorded in Book 59 of MISC. page 298-302

Carl W. Hansen
County Recorder

by _____

REQUEST FOR BOARD ACTION

Meeting Date: 08/19/21 Business Item: Routine Item Number: **5A**

Division: Recreation, Education, Natural resources Originating Source: Luke Skinner, Associate Superintendent

Agenda Item: Easement Agreement with Minnesota Department of Natural Resources for Groundwater Monitoring Wells at Carver Park Reserve

Superintendent's Recommendation:

MOTION TO AUTHORIZE THE BOARD CHAIR AND SUPERINTENDENT TO ENTER INTO AN EASEMENT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR GROUNDWATER MONITORING WELLS AT CARVER PARK RESERVE.

The following information was provided by Jami Markle, Director of Natural Resources Management.

Background:

Three River Park District has an established partnership with Minnesota Department of Natural Resources (MNDNR) for groundwater monitoring well nests covered by easement agreements in three parks: Elm Creek Park Reserve, Crow-Hassan Park Reserve and Hyland Park Reserve. This agreement (**Reference 5A-1**) would establish a new ground water monitoring well nest at Caver Park Reserve which would enhance the monitoring network and information desired by both the MNDNR and the Park District.

Groundwater supplies approximately 75 percent of Minnesota's drinking water and nearly 90 percent of water used for agricultural irrigation across the state. Availability varies throughout the state and may be restricted in some areas for large volume appropriations. Groundwater is replenished by precipitation through a slow recharge process. The Minnesota Department of Natural Resources (MNDNR) developed a groundwater strategic plan which requires users to obtain a permit and submit annual monitoring data to remain in compliance with permit requirements.

Three Rivers appropriates groundwater for several operations including golf and landscape irrigation, the District Nursery irrigation, and snow-making activities at Hyland Hills and Elm Creek and Hyland Nordic. The Park District is committed to assisting the MNDNR reach its Groundwater Strategic Plan goals. The plan proposes strategies to:

- improve information about groundwater resources within the Park District,
- reinforce partnerships to provide better support for sustainable groundwater use,
- improve compliance with existing groundwater regulations,
- assure that permits for large water appropriations provide a sustainable supply of groundwater for future generations, and
- concentrate action in areas of high groundwater use and/or limited groundwater supply.

MNDNR has an established groundwater monitoring program, which consists of regular aquifer checks through a system of groundwater monitoring wells, in addition to data

collected through permittee reports. These wells are typically situated in “nests” of three to five observation wells, each reaching different regional aquifers.

Relationship to the System Plan

The Request for Action supports the following goal(s) of the System Plan:

- Goal 2: Parks Matter
- Goal 3: Lead by Example

4. COMMUNICATIONS**A. Special Matters: Acknowledgement of Donations****B. Superintendent's Report**

Prior to the Superintendent's Report, Chair Gunyou recognized Superintendent Boe Carlson who is celebrating his 20 Years of Service Anniversary with the Park District. Superintendent Carlson thanked Chair Gunyou for his kind words.

Superintendent Carlson reported on the following item(s):

- *The Park District received two National Association of Park and Recreation Officials (NACPRO) Awards for: (1) the 2040 System Plan and (2) Save the Summer Initiative in cooperation with Hennepin County.*
- *Reminder that "Summerbration @ the Cabin," a fundraising event of the Three Rivers Park District Foundation, will be held on Thursday, September 9, 2021, from 6:00-9:00 p.m. at the Hyland Hills Ski Area Chalet.*

C. Citizens Wishing to Address the Board

Superintendent Carlson read for the record, two public comments from Diane Sannes, a resident of Brooklyn Center, regarding North Mississippi Regional Park Trail (comments are attached and on-file with these official minutes).

5. ROUTINE BUSINESS**MOTION by Freeman, seconded by Gibbs, TO APPROVE ROUTINE BUSINESS ITEMS AS FOLLOWS:****A. Easement Agreement with Minnesota Department of Natural Resources for Groundwater Monitoring Wells at Carver Park Reserve**

MOTION TO AUTHORIZE THE BOARD CHAIR AND SUPERINTENDENT TO ENTER INTO AN EASEMENT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR GROUNDWATER MONITORING WELLS AT CARVER PARK RESERVE.

B. Approve Consultant Agreement for North Mississippi Regional Park Trail Reconstruction to Stonebrooke Engineering

MOTION TO ENTER INTO A CONSULTANT AGREEMENT WITH STONEBROOKE ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE NORTH MISSISSIPPI REGIONAL PARK TRAIL RECONSTRUCTION PROJECT, WITH A TOTAL HOURLY NOT-TO-EXCEED FEE IN THE AMOUNT OF \$137,991.00 INCLUDING REIMBURSABLE EXPENSES, AND TO ESTABLISH A TOTAL CONSULTANT FEE BUDGET IN THE AMOUNT OF \$151,790.10 INCLUDING A TEN PERCENT CONTINGENCY WITH FINANCING FROM THE 2021 ASSET MANAGEMENT PROGRAM.

C. West Mississippi River RT: Brooklyn Center Cooperative Agreement

MOTION TO ENTER INTO A REGIONAL TRAIL COOPERATIVE AGREEMENT FOR THE WEST MISSISSIPPI RIVER REGIONAL TRAIL WITH THE CITY OF BROOKLYN CENTER.

D. West Mississippi River RT: MnDOT Limited Use Permit in Brooklyn Center/ Brooklyn Park

MOTION TO ADOPT RESOLUTION 21-10 AUTHORIZING THE BOARD CHAIR AND SUPERINTENDENT TO ENTER INTO A LIMITED USE PERMIT FOR PORTIONS OF THE WEST MISSISSIPPI RIVER REGIONAL TRAIL WITHIN MNDOT TRUNK HIGHWAY 610 AND 252 RIGHT-OF-WAY IN THE CITIES OF BROOKLYN PARK AND BROOKLYN CENTER AND TO APPROVE ASSOCIATED MNDOT LIMITED USE PERMITS # 2771-0233 AND #2748-0232.

E. Dakota Rail Regional Trail: Minnehaha Creek Watershed District Local Trail Connection Agreement

MOTION TO ENTER INTO A LOCAL TRAIL CONNECTION AGREEMENT WITH MINNEHAHA CREEK WATERSHED DISTRICT FOR CONSTRUCTION OF A LOCAL TRAIL CONNECTION TO THE DAKOTA RAIL REGIONAL TRAIL IN MINNETRISTA.

F. Minutes of the June 17, 2021, Regular Board Meeting

MOTION TO APPROVE THE MINUTES OF THE JUNE 17, 2021, REGULAR BOARD MEETING.

G. Minutes of the July 15, 2021, Joint Board Meeting with Scott County

MOTION TO APPROVE THE MINUTES OF THE JULY 15, 2021, JOINT BOARD MEETING BETWEEN THREE RIVERS PARK DISTRICT AND SCOTT COUNTY.

H. Summary of the August 5, 2021, Study Session

MOTION TO ACCEPT THE SUMMARY OF THE AUGUST 5, 2021, STUDY SESSION.

I. Approval of Claims for the Period Ended August 12, 2021

MOTION TO APPROVE PAYMENT OF CLAIMS AS RECOMMENDED BY THE SUPERINTENDENT FOR THE PERIOD ENDED AUGUST 12, 2021, IN THE AMOUNT OF \$14,666,647.18.

Beard	<u>Aye</u>	Freeman	<u>Aye</u>	Winkler	<u>Aye</u>
DeJournett	<u>Aye</u>	Gibbs	<u>Aye</u>	Gunyou, Chair	<u>Aye</u>
		Kay	<u>Aye</u>		

MOTIONS ADOPTED