

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 HAYWARD AVENUE, OAKDALE, MINNESOTA 55082
Phone 651.796.2227 fax 651.330.7747 www.mscwmo.org



Regular Meeting of the Middle St. Croix Watershed Management Organization

Remotely held as posted on www.mscwmo.org

Physical location - Washington Conservation District, 455 Hayward Ave N

Thursday, February 13th, 2025

6:00PM

1. Call to Order – 6:00PM
 - a. Approval of Agenda
2. Approval of Minutes
 - a. Draft minutes – December 12th, 2024 **pg. 1-5**
3. Treasurer’s Report
 - a. Report of savings account, assets for February 13th, 2025
 - b. Approve payment of bills for February 13th, 2025
4. Public Comment
5. Watershed Management Plan Update
 - a. Draft Plan Submittal **pg. 6**
6. Old Business
7. New Business
 - a. 2025 WMO Officer Appointments - **DECIDE**
 - b. 2024 WMO Budget Summary **pg. 7**
 - c. Adopt-a-Drain 2024 Summary **pg. 8-14**
 - d. 2024 Annual Report Draft **pg. 15-38**
 - e. 2024 BMP Maintenance Report **Cameron Blake and Brett Stolpestad**
 - f. 2024 Audit Engagement **pg. 39-43**
 - g. 2024 First Half Payment Notifications **pg. 44-53**
 - h. Biennial Professional Services Solicitation **pg. 54-70**
 - i. Liability Insurance Binding **pg. 71-153**
 - j. CSAH 5 Retrofit Pilot **pg. 154-155**
 - k. Lower St. Croix Watershed Partnership Funding Request **pg. 156**
8. Grant and Cost Share Applications
 - a. Eckle Stewardship Grant Request **pg. 157**
 - b. Bird City Gardens Stewardship Grant Request **pg. 158**
 - c. McCready Stewardship Grant Request **pg. 159**
 - d. McGinnis Stewardship Grant Request **pg. 160**
9. Plan Reviews/Submittals
 - a. Plan Review and Submittal Summary **pg. 161-193**
 - b. Erosion and Sediment Control Inspection Reports **None**

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10. Staff Report **pg. 194-196**
10. 1W1P Updates
 - a. Policy Committee Representation - **DECIDE**
11. Other
12. Adjourn

Regular Meeting of the Middle St. Croix Watershed Management Organization
Washington Conservation District, 455 Hayward Ave N
Thursday, December 12th, 2024
6:00PM

Present: Brian Zeller, Lakeland Shores; Beth Olfelt-Nelson, St. Mary's Point; Avis Peters, Baytown; Ryan Collins, Stillwater; Dave Millard, Lakeland; Carly Johnson, Oak Park Heights; Administrator Matt Oldenburg-Downing; Amanda Herbrand, WCD
Audience: Tom McCarthy

Call to Order

Manager Zeller called the meeting to order at 6:00PM.

Approval of Agenda

Administrator Oldenburg-Downing makes a change to the agenda: due to illness, Cameron Blake from the WCD is unable to attend, so item 7a "2024 Maintenance and Inspection Summary" is tabled. Manager Johnson motioned to approve the agenda with the change. Manager Collins seconded the motion. The motion carried with all in favor.

Approval of Minutes

Manager Olfelt-Nelson motioned to approve the draft October 10th, 2024 board meeting minutes, Manager Millard seconded the motion. The motion carried with all in favor.

Treasurer's Report

Manager Olfelt-Nelson presented the treasurer's report. The remaining checking account balance on November 14th was \$158,299.36. First Bank CD's were valued at \$213,549.15. The ending value on the RBC savings account from September was \$97,050.04. Manager Zeller motioned to approve the report of the savings account and assets for December 12th, 2024. Manager Collins seconded the motion. The motion carried with all in favor.

Bills to approve this month are three bills to the Washington Conservation District for admin, watershed plan, and technical services totaling \$4,709.90. There are also three bills to the Washington Conservation District from November for the same services, and for Town Law Center PLLP for \$60.00, totaling \$9,759.75. The total for November and December's bills is \$14,469.65. Manager Zeller motioned to approve payment of bills for \$14,469.65 for November 14 and December 12, 2024. Manager Olfelt-Nelson seconded the motion. The motion carried with all in favor.

Public Comment

None

Watershed Management Plan Update

Manager Zeller states he followed up with the Washington County Sheriff regarding extending the no wake area near Sunnyside on the St. Croix and that it sounds like there are some

complications with jurisdiction and enforcing the existing no wake rules. Manager Zeller states he will follow up again.

Manager Zeller stated he tried to follow up with the Washington County Commissioner regarding shared resources but was unable to reach him. Manager Johnson stated she was able to get in touch with other County staff but was unsure if the Commissioner had been informed.

Old Business

Manager Johnson states she followed up with BWSR staff regarding the issues with stormwater treatments not following plumbing code, BWSR staff confirmed they are aware but unsure what steps would be taken moving forward. Manager Zeller asks if the WCD's District Manager is aware, and states Administrator Oldenburg-Downing should follow up with him.

New Business

2024 Maintenance and Inspection Summary

Item tabled.

MSCWMO Cost Share Policy Update

The MSCWMO cost-share program has been underutilized for several years with relatively low implementation rates. This is in part due to declining landowner interest or engagement, limited capacity for technical assistance and grant administration, and challenges in the project evaluation process, which lacks the detailed criteria necessary to fairly and objectively evaluate projects based on their potential water quality benefit. WCD staff recommend the following updates to the MSCWMO cost-share program policy in an effort to increase participation and facilitate equitable evaluation of prospective large-scale projects with measurable water quality benefit.

1. Simplify the "Landscaping for Habitat" and "Landscaping for Water Quality" grant programs through the creation of a new \$500 "Stewardship Grant" program.
2. Retire the \$1,000 "Native Habitat Restoration" grant as a standalone program and allow largescale habitat restoration projects to be evaluated and considered under the "Water Quality Improvement" program.
3. Revise the "Water Quality Improvement" grant program to:
 - a. Reimburse eligible projects up to \$2,500 per pound of total phosphorus (TP) removed with a maximum of \$5,000.

Manager Zeller asks what would happen if an otherwise good project had no measurable phosphorus reduction. Administrator Oldenburg-Downing states there is additional evaluations that the project could be judged on in that case, and that further assessment can be done.

Manager Zeller motioned to approve the changes to the MSCWMO Cost-Share Program Policy. Manager Johnson seconded the motion. The motion carried with all in favor.

Biennial Professional Services Solicitation

The WMO is legally required to solicit for legal and engineering services. Our current cycle ends at the conclusion of 2024. In the past staff has devolved RFQ's for these services and advertised them. Typically, the WMO has received proposals from our current providers and some generic

responses for legal. Engineering RFQ's have been responded to once from a firm other than our current one since 2018. These services have not been utilized since 2019.

In light of the administrative time spent for little return, Administrator Oldenburg-Downing inquired with legal on the requirements. Upon receiving guidance, he recommends that the WMO perform the minimum required effort to satisfy the requirement. This would entail posting a notice on the main page of the WMO, and sending requests for proposals to our current providers.

Manager Olfelt-Nelson motioned to authorize Administrator Oldenburg-Downing to post notice to the WMO webpage for legal and engineering services, and request proposals from current providers. Manager Collins seconded the motion. The motion carried with all in favor.

2025 Insurance Renewal

This is an annual item to renew MSCWMO insurance for 2025.

Manager Zeller motioned to authorize Administrator Oldenburg-Downing to sign to bind coverage. Manager Collins seconded the motion. The motion carried with all in favor.

Administrator Downing states that the board has to make a decision on whether or not to waive the monetary limits on municipal tort liability established by Minn. Stat 466.04. Administrator Downing states that in the past the board has chosen to not waive.

Manager Johnson motioned to not waive the monetary limits, Manager Zeller seconded the motion. The motion carried with all in favor.

2025 Technical Services Agreement

Attached to the Board Packet is a copy of the 2025 Technical Services Agreement between the MSCWMO and the Washington Conservation District. Services through the WCD include administrative services, BMP maintenance and inspections, education and outreach, and water monitoring.

Manager Zeller motioned to sign the 2025 Technical Services Agreement with the Washington Conservation District. Manager Olfelt-Nelson seconded the motion. The motion carried with all in favor.

Grant and Cost Share Applications

Bayport Stream Bank Stabilization Reimbursement

On September 12th the MSCWMO board approved cost share encumbrance of up to \$5,000 for the Perro Creek Stabilization & Buffer Restoration project to stabilize a 300 linear-foot stretch of Perro Creek at Perro Park to reduce soil loss, restore native habitat, and prevent anticipated bank failure upstream of the Perro Creek diversion. The city has submitted proof of payment for work completed in September and October of 2024 (installation of 300 linear feet of coir log and rock toe armoring with native seeding above), totaling \$33,691.13

WCD staff have determined the project meets installation standards and approve of the request

for reimbursement.

Manager Collins motioned to approve reimbursement of \$5,000.00 cost share for the Perro Creek Stabilization and Buffer Restoration project. Manager Johnson seconded the motion. The motion carried with all in favor.

Plan Reviews/Submittals

Bayport Elementary – ACTION

Submittal items were received on August 21st, 2024 for proposed Bayport Elementary School within the MSCWMO boundaries and the City of Bayport. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves disturbance of approximately 11.6 acres and 4.2 acres of new/reconstructed impervious surfaces. The project site is within a high vulnerability drinking water source management area (DWSMA), however outside of the emergency response area (ERA) and so the applicant completed a higher level of engineering review to determine if infiltration is appropriate for the site. On October 3rd the City of Bayport approved the higher level of engineering review and deemed it appropriate to utilize infiltration on site. The MSCWMO staff recommends the project is approved with three conditions:

1. Permission to connect to the County storm sewer infrastructure is granted.
2. Provide adequate construction guidance to prevent infiltration basin clogging or compaction and demonstrate performance.
3. Provide a minimum 8' access to reach inlet/outlets of infiltration basin 3.

Manager Olfelt-Nelson motions to approve the project with the three conditions with an addition of a parenthetical “see attached” to condition #2 with an attached document showing what would be considered “adequate construction guidance.” Manager Johnson seconded the motion. The motion carried, Manager Zeller abstained.

Lakeland Shores Properties, LLC – INFORM

Submittal items were received on October 24th, 2024 for a proposed commercial building development within the MSCWMO boundaries and the City of Lakeland Shores. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves approximately 0.8 acres of new impervious surfaces. On November 19th MSCWMO staff requested materials be revised and resubmitted. The designers are currently revising the design to address comments.

Bayhaven at Bayport – INFORM

Submittal items were received on November 18th, 2024 for a proposed 28 acre single and multi-family residential development within the MSCWMO boundaries and the City of Bayport. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves approximately 7 acres of new impervious surfaces. On November 2 2nd MSCWMO staff requested materials be revised and resubmitted. The designers are currently revising the design to address comments.

Metropolitan Council St. Croix Wastewater Treatment Plant – INFORM

Submittal items were received on November 21st, 2024 for reconstruction of 2.1 acres of pavement and future expansions and improvements of the WWTP within the MSCWMO boundaries and the City of Oak Park Heights. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves approximately 2 acres of reconstructed impervious surfaces. On December 4th MSCWMO staff requested materials be revised and resubmitted. The designers are currently revising the design to address comments

Erosion and Sediment Control Inspection Reports

None

Staff Report

Administrator Oldenburg-Downing presented the staff report. Work is ongoing on the 10-Year Management Plan Update. Program areas such as water monitoring and BMP maintenance are wrapping up for the season. Administrator Oldenburg-Downing mentioned due to ongoing warmer temperatures, project submittals and reviews are continuing.

1W1P Updates

2025-2026 Work Plan

On Monday, October 28, the Lower St. Croix Watershed Partnership (LSC) Policy Committee reviewed the 2025-2026 Work Plan and unanimously agreed to recommend this plan for approval by LSC partner boards. This work plan represents all work expected to be accomplished in priority areas of the Lower St. Croix watershed in 2025 and 2026 – including projects and programs funded with Watershed Based Implementation Funding (WBIF), as well as work completed with local funding from partners and other grants. Partner boards are now asked to consider approving the grant work plan.

Manager Zeller motioned to approve the 2025-2026 work plan and authorize the Lower St. Croix Planning Team to make non-substantive changes to the work plan as required by the Board of Water and Soil Resources for grant implementation. Manager Colins seconded the motion. The motion carried with all in favor.

Other

None

Adjourn

Manager Johnson motioned to adjourn the meeting, Manager Peters seconded the motion. The meeting adjourned at 6:41.



TO: MSCWMO Board of Managers
FROM: Becca Oldenburg-Downing, Senior Water Resource Specialist, WCD
DATE: February 6, 2025
RE: **5a.) MSCWMO Management Plan Update 2025-2035 Draft**

The Board of Water and Soil Resources (BWSR) requires watersheds to have a management plan and MSCWMO's current management plan expires in 2025, as such a management plan process and update has been underway. The WCD has completed a draft plan that meets the Board of Water and Soil Resource's (BWSR) requirements and is ready for review by the MSCWMO Board of Managers.

This draft includes updates based on BWSR requirements and on stakeholder feedback, which were used to inform the plan's goals, strategies, and policies. An inventory and assessment of existing BMPs and mapping of MSCWMO's features has been completed and the report was added as an appendix of the plan. A detailed inspection protocol was developed. MSCWMO performance standards have been reviewed and suggested revisions have been included in the plan.

Requested Board Action: Motion by Board Member 1, seconded by Board member 2, to approve the draft MSCWMO Management Plan 2025-2035 as presented, with permission to convert the document to a finalized version with changes to style and formatting only, and then submit the plan for 60-day agency review.

MSCWMO 2024 Budget vs. Actual

	2024 MSCWMO Budget	2024 MSCWMO Expenditure	% +/-
ADMINISTRATION			
Administration - General	\$ 32,095.00	\$ 32,303.25	0.65%
Accounting	\$ 1,600.00	\$ 1,596.00	-0.25%
Legal Fees - General	\$ 900.00	\$ 60.00	-93.33%
Audit	\$ 2,800.00	\$ 6,377.00	127.75%
Insurance & Bonds	\$ 2,600.00	\$ 2,593.00	-0.27%
Office supplies/equipment/postage	\$ 625.00	\$ -	-100.00%
Minutes/Clerical	\$ 1,215.00	\$ 1,083.50	-10.82%
Copying/printing/reproduction/minutes	\$ 625.00	\$ -	-100.00%
Admin Total	\$ 42,460.00	\$ 44,012.75	3.66%
PROJECT FUNDS			
Project Contingency	\$ 2,000.00	\$ 1,000.00	-50.00%
Engineering - Project	\$ 5,500.00	\$ -	-100.00%
Development Plan Reviews	\$ 12,137.00	\$ 21,468.00	76.88%
Erosion Monitoring Program	\$ 2,315.00	\$ 2,336.75	0.94%
BMP Cost-Share (general)	\$ 20,000.00	\$ 12,125.00	-39.38%
BMP TA & Admin	\$ 28,600.00	\$ 28,899.13	1.05%
Community TA	\$ 3,000.00	\$ 2,711.50	-9.62%
Water Resource Educator	\$ 6,700.00	\$ 6,685.60	-0.21%
Website	\$ 900.00	\$ 620.00	-31.11%
Inspections and Tracking Database	\$ 900.00	\$ 381.00	-57.67%
Project Total	\$ 82,052.00	\$ 76,226.98	-7.099%
WATER MONITORING			
Water Monitoring	\$ 23,000.00	\$ 21,880.44	-4.87%
Water Monitoring Total	\$ 23,000.00	\$ 21,880.44	-4.868%
LONG TERM PROJECT SAVINGS			
Water Monitoring - Set aside for equipment replacement & Monitoring Costs	\$ 750.00	\$ -	-100.00%
WMP Update	\$ 5,000.00	\$ 5,000.00	0.00%
Savings Total	\$ 5,750.00	\$ 5,000.00	-13.04%
MSCWMO Annual Budget	\$ 153,262.00	\$ 147,120.17	-4.01%

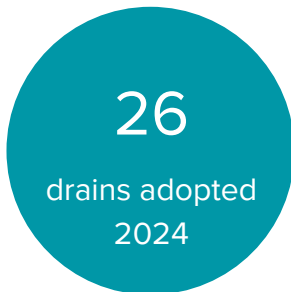
ADOPT
A STORM
DRAIN



2024 Middle St. Croix Annual Report



We're Making a Difference!



Drain Cleaning & Collection Data

36, or 29%, of Middle St. Croix participants, reported cleaning 47 drains in 2024.

Middle St. Croix participants collected 1,081.4 lbs of debris from their adopted storm drains in 2024.

Debris Type	Amount (lbs)
Brown Leaves	496.3
Grass and Green Leaves	76.0
Sediment and dirt	387.8
Trash	121.3
Pet Waste	0.0
Recyclables	0.0
Salt	0.0



Month	New Participants	Drains Adopted	Debris collected (lbs)	Time spent (hrs)
January	0	0	115.6	12.4
February	1	1	166.0	1.0
March	4	5	32.8	1.3
April	0	0	48.0	2.3
May	0	0	68.0	3.8
June	0	0	30.6	1.3
July	1	1	21.2	1.0
August	6	7	21.8	1.5
September	3	4	51.2	1.9
October	1	3	33.6	1.4
November	2	5	39.5	2.5
December	0	0	453.2	0.9
TOTALS	18	26	1,081.4	31.4

2 **Adopt-a-Drain**

A Project of Hamline University’s Center for Global Environmental Education.



PARTICIPANT INFORMATION

Annual Report
2024 Middle St. Croix

Participant Types

Participant type	Number of participants in 2024	Total number of participants	Percent of participants in 2024	Percent of total participants
Individual	14	116	77.8%	93.5%
Business	4	5	22.2%	4.0%
Community Organization	0	3	0.0%	2.4%

How Participants heard about Adopt-a-Drain

Referral Type	Number of participants in 2024	Number of participants total	Percent of participants in 2024	Percent of total participants
Other	8	16	44.4%	12.9%
Friend, family or neighbor	5	12	27.8%	9.7%
My city or watershed district	3	9	16.7%	7.3%
Social media (Facebook, Next Door)	1	4	5.6%	3.2%
Door hanger or flyer	1	3	5.6%	2.4%
News outlet	0	7	0.0%	5.6%
Yard sign	0	2	0.0%	1.6%

4 participants from Capitol Region Watershed signed up at the Adopt-a-Drain booth at the 2024 MN State Fair

3 Adopt-a-Drain

A Project of Hamline University’s Center for Global Environmental Education.

adopt-a-drain.org



GEOGRAPHIC BREAKDOWN

Annual Report
2024 Middle St. Croix

Subwatersheds

2024 Data

Sub-watershed	Drains adopted	Drains cleaned	Debris collected (lbs)	Time spent (hours)
Lake St Croix Direct North	16	20	313.7	21.5
McKusick Lake	6	11	88.0	5.2
Lily Lake	3	10	218.4	2.7
Middle St. Croix Wetlands	1	4	11.3	1.4
Lake St Croix	0	2	450.0	0.6



GEOGRAPHIC BREAKDOWN

Annual Report
2024 Middle St. Croix

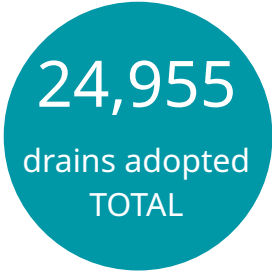
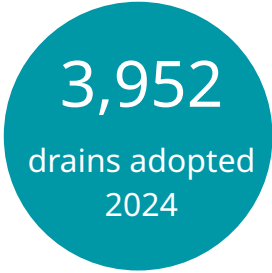
Cities

2024 Data

City	Drains adopted	Drains cleaned	Debris collected (lbs)	Time spent (hours)
Stillwater	22	39	603.7	28.2
Bayport	4	2	0.4	0.3
West Lakeland Twp.	0	4	27.3	2.3
Oak Park Heights	0	2	450.0	0.6



MINNESOTA STATE SUMMARY



3,809, or 27.4%, of Minnesota participants, reported cleaning 6,908 drains in 2024.

Minnesota participants collected 133,605.8 lbs of debris from their adopted storm drains in 2024.

Debris Type	Amount (lbs)
Brown Leaves	73,026.0
Grass and Green Leaves	7,242.3
Sediment and dirt	45,004.8
Trash	7,520.2
Pet Waste	12.9
Recyclables	0.0
Salt	799.6

Month	New Participants	Drains Adopted	Debris collected (lbs)	Time spent (hrs)
January	47	101	21,211.2	893.5
February	38	65	2,785.7	123.4
March	97	185	3,529.3	135.7
April	188	448	15,053.8	337.2
May	121	228	6,920.3	513.9
June	147	301	9,051.4	178.2
July	105	291	10,219.1	1,658.3
August	650	898	8,520.4	179.1
September	335	635	5,540.9	157.3
October	193	356	8,973.2	191.0
November	135	314	32,394.0	708.1
December	59	130	9,406.5	206.0
TOTALS	2,115	3,952	133,605.8	5,281.4

METRO WATERSHED PARTNERS



MINNESOTA WATER
LET'S KEEP IT CLEAN

INVOICE

Attention: Matt Downing
Middle St. Croix Watershed Management Organization
455 Hayward Avenue
Oakdale, MN 55128
Date: 12/17/2024

612-670-6216
azawistoski01@hamline.edu

Metro Watershed Partners
Hamline University
1536 Hewitt Ave. MS-A1760
Saint Paul, MN 55104

Project Title: Clean Water Minnesota

Description	Cost
2025 Membership: Clean Water MN and Adopt-a-Drain	\$500.00
TOTAL	\$500.00

Benefits of membership

- You and your colleagues are invited to attend our **monthly meetings**, both in person and virtual, to network and share information with other watershed education professionals and to hear monthly speakers on topics relevant to our work. The Watershed Partners meet on the second Wednesday of the month from 9:30–11am.
- Join our **listserv on Mobilize** to receive meeting notifications and partner updates, message with other partners, and send announcements. To be added to Mobilize, please email Ann Zawistoski (azawistoski01@hamline.edu) and request to be added.
- Your organization will be **listed as a supporting partner** on cleanwatermn.org/about-us, and on adopt-a-drain.org when someone clicks on a drain in your service area, and on email communication to adopters in your area.
- Access to an **administrative portal** that allows you to view and download data about adopted drains and program participants in your area. Log in mn.adopt-a-drain.org/nova. Contact Ann Zawistoski to get admin access.
- A customized **annual report** that includes summary data about adopted drains and program participants in your area.
- Access to **print resources to promote Adopt-a-Drain** to residents in your area. View the most current marketing guide here: ms4.adopt-a-drain.org/marketing-guide. Download promotional materials from the Google Drive folder: drive.google.com/drive/folders/1b6cLsITfI6xs9xHz2ZZTt8tLJ63rN0Bd.
- Access to the **CWMN photo gallery** with hundreds of high-quality photographs: docs.google.com/document/d/1D5uxIkAuZUNj-SJZOSexNbAn_ExcjivXaafDN9WLvE8/edit.
- Portable **educational exhibits** are available for free checkout. Find more at cleanwatermn.org/partners/exhibit-check-out/.
- For an additional fee, Adopt-a-Drain participants in your area can receive **yard signs and a printed "welcome kit"** in the mail. Please contact Ann Zawistoski for more information.

Duration of service: January 1 - December 31st, 2025. Unspent funds will rollover to support program activities in 2026.

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

2024 ANNUAL REPORT



Lakeland

Prepared by:

MIDDLE ST. CROIX WMO BOARD OF MANAGERS
APPROVAL DATE: March 14th, 2024

Table of Contents

INTRODUCTION.....	2
ORGANIZATION AND BUDGET.....	3
MSCWMO BOARD OF MANAGERS	3
MSCWMO CONTRACT SUPPORT STAFF	3
AUDIT REPORT	5
2024 PROGRAMS AND PROJECTS.....	6
2024 IMPLEMENTATION OF PERFORMANCE STANDARDS	6
2024 PROJECTS IMPLEMENTATION.....	7
<i>Best Management Practices and Subwatershed Implementation Program.....</i>	<i>8</i>
<i>BMP Inspections and Maintenance</i>	<i>12</i>
<i>Groundwater.....</i>	<i>13</i>
<i>Local Government Controls.....</i>	<i>13</i>
<i>One Watershed One Plan.....</i>	<i>13</i>
INFORMATION AND EDUCATION PROGRAM.....	14
<i>Shared Water Resource Educator.....</i>	<i>14</i>
<i>Adopt-a-Drain.....</i>	<i>16</i>
<i>Website.....</i>	<i>17</i>
2024 DATA COLLECTION PROGRAM	18
<i>Water Quality Monitoring Program.....</i>	<i>18</i>
2025 WORKPLAN.....	19
<i>Best Management Practices Program</i>	<i>19</i>
<i>Watershed Management Plan Update; Subwatershed Analyses and Implementation</i>	<i>19</i>
<i>Water Monitoring.....</i>	<i>19</i>
<i>Public Education and Outreach Programs.....</i>	<i>19</i>
<i>Lower St. Croix One Watershed One Plan</i>	<i>19</i>
<i>Development Plan Reviews and Erosion Control Inspection Program; MSCWMO Policies and Performance Standards</i>	<i>19</i>
<i>Website Update and Maintenance</i>	<i>19</i>
APPENDIX A	20
<i>2024 Annual Communications.....</i>	<i>20</i>

INTRODUCTION

The Middle St. Croix Watershed Management Organization encompasses approximately 19.8 square miles and is located in the east-central part of Washington County. A distinction exists between the Middle St. Croix watershed and the other watersheds of Washington County in that the Middle St. Croix watershed has many small, parallel watersheds that all flow to the St. Croix, whereas the other watersheds in the County generally have one major drainage with a headwaters and outlet. Land use in the watershed is evenly distributed between agricultural uses, rural residential, high-density residential and commercial land uses.

The Middle St. Croix Watershed Management Organization (MSCWMO) is a Joint Powers Watershed Management Organization composed of ten St. Croix Valley communities that was established under State Statute 103B to cooperatively manage water resources within the watershed. The ten member communities of the MSCWMO are: Afton, Bayport, Baytown Township, Lakeland, Lakeland Shores, Lake St. Croix Beach, Oak Park Heights, St. Mary's Point, Stillwater, and West Lakeland Township.

In general, the purposes of a Watershed Management Organization (WMO) are to conserve natural resources through land use planning, flood control, and other conservation projects in order to ensure continued public health and welfare. The specific purposes of a watershed management organization are:

- Cooperatively manage water resources in the watershed.
- Inventory and assess the resources of the watershed.
- Monitor the water quality of lakes and streams in the watershed.
- Provide education on water related issues in the watershed.
- Review development plans for stormwater management, erosion and sediment control, and provide wetland and shoreland protection.
- Plan and implement capital improvement projects that enhance the water resources of the watershed.

The mission of the Middle St. Croix Watershed Management Organization is to jointly and cooperatively manage the water resources of the watershed. The ten member communities will do so to conserve and protect the water resources in an efficient and effective manner.

ORGANIZATION AND BUDGET

MSCWMO Board of Managers

Each member municipality or township within the MSCWMO appoints one member to the MSCWMO Board. The 2024 representatives from each participatory community are listed below.

Annie Perkins
4042 River Road S.
Afton, MN 55001
651.592.3007

Tom McCarthy
16455 20th St. S.
Lake St. Croix Beach, MN 55043
651.436.7031

Brian Zeller (Chair)
84 St. Croix Trail S
Lakeland, MN 55043
612.325.3038

Beth Olfelt-Nelson
2990 Itasca Ave. S.
St. Mary's Point, MN 55043
612.417.5394

Carly Johnson
14418 57th St N
Oak Park Heights, MN 55082
651.261.5801

Avis Peters
13045 53rd Street Pl.
Stillwater., MN 55082
651.430.8163

Ryan Collins
1467 Benson Blvd E
Stillwater MN 55082
651.246.8264

Dave Millard
16051 Quality Ct
Lakeland, MN 55043
651.408.3483

Rachel Dana
2235 Oakgreen Ave N
West Lakeland Township, MN 55082
[651.436.2244](tel:651.436.2244)

John Dahl
775 3rd Ave N.
Bayport, MN 55003
651.439.7312

MSCWMO Contract Support Staff

The MSCWMO does not employ staff but does contract with several organizations for professional services. The organizations providing these services are listed below.

Administrator
Matt Oldenburg-Downing
Washington Conservation
District
455 Hayward Avenue
Oakdale, MN 55128
651.796.2227

Attorney
Troy Gilchrist
1250 Wayzata Boulevard E
Unit #1065
Wayzata, MN 55391
612.234.7539
troy@townlawcenter.com

Recording Secretary
Washington Conservation
District
455 Hayward Avenue
Oakdale, MN 55128
651.330.8220 Ext. 2225

Table 1: 2024 Budget

Administration Budget	Community Contributions
Administration - General	\$ 32,095
Accounting	\$ 1,600
Legal Fees – General	\$ 900
Audit	\$ 2,800
Insurance	\$ 2,600
Office supplies/equipment/postage	\$ 625
Minutes/Clerical	\$ 1,215
Copying/printing	\$ 625
Subtotal	\$ 42,460
Project Budget	
Project Contingency	\$ 2,000
Engineering - Project	\$ 5,500
Development Plan Reviews	\$ 5,200
Erosion Monitoring Program	\$ 2,315
BMP Program Tech. Assistance	\$ 28,600
BMP Program Cost Share	\$ 20,000
Community TA	\$ 3,000
Water Resource Educator	\$ 6,700
Website	\$ 900
Inspection and Tracking Database	\$ 900
Water Monitoring	\$ 23,000
Water Monitoring Equip. Savings	\$ 750
2025 WMP Update	\$5,000
Subtotal	\$ 103,865
TOTAL	\$ 146,325

Table 2: 2024 Budget

Administration Budget	Community Contributions
Administration - General	\$ 33,000
Accounting	\$ 1,800
Legal Fees – General	\$ 500
Audit	\$ 5,500
Insurance	\$ 2,600
Office supplies/equipment/postage	\$ 400
Minutes/Clerical	\$ 1,400
Copying/printing	\$ 400
Subtotal	\$ 45,600
Project Budget	
Project Contingency	\$ 2,000
Engineering - Project	\$ 4,000
Development Plan Reviews	\$ 7,000
Erosion Monitoring Program	\$ 2,400
BMP Program Tech. Assistance	\$ 32,000
BMP Program Cost Share	\$ 15,000
Community TA	\$ 3,000
Water Resource Educator	\$ 6,700
Website	\$ 900
Inspection and Tracking Database	\$ 900
Water Monitoring	\$ 23,000
Water Monitoring Equip. Savings	\$ 750
2025 WMP Update	\$5,000
Subtotal	\$ 102,650
TOTAL	\$ 148,250

AUDIT REPORT

Michael Peterson, Certified Public Accountant & Consultant, has been contracted to complete an audit of the financial management of the WMO for the year 2024. At the time of writing this report the audit process is underway. The audit will be presented to the State of Minnesota and posted to the MSCWMO website upon completion.

2024 PROGRAMS AND PROJECTS

2024 Implementation of Performance Standards

The mission of the MSCWMO is to jointly and cooperatively manage water resources within the WMO and to provide effective and efficient services to the residents of the watershed. To work to meet this goal, the MSCWMO adopted Minimal Impact Design Standards (MIDS) developed by the Minnesota Pollution Control Agency. The watershed also provided assistance to member communities to integrate MIDS into local ordinance. Rather than create its own separate permit program, the MSCWMO reviews projects that meet the criteria listed in section 7.0 of the 2015-2025 Watershed Management Plan. Member communities do not issue permits until the project has met all applicable watershed performance standards.

Table 3: MSCWMO Project Reviews and Total Phosphorous Load Reductions of Permanent Stormwater Best Management Practices Estimated with the MIDS Calculator.

Year	Total Projects Reviewed	Total BMP Estimated TP Reduction (lbs./yr.)	Redevelopment BMP Estimated TP Reduction (lbs./yr.)
2016	19	26.7	25.6
2017*	19	133.6	124.7
2018	18	25.8	17.2
2019	13	17.9	6.0
2020	11	51.7	0.2
2021	13	14.0	7.6
2022	18	7.2	7.2
2023	22	13.0	11.1
2024	12	45.52	5.44

*2017 includes the permanent stormwater BMPs installed as part of the St. Croix Crossing project.

2024 Projects Implementation

The MSCWMO 2015-2025 Watershed Management Plan targets goal reductions of Total Phosphorus to each of the three major watersheds draining to impaired surface waters listed on the State of Minnesota 303 D list: Lake St. Croix, Lily Lake, and Perro Creek. From 2015 to 2023, table 6.6 of the MSCWMO Watershed Management Plan identifies a total target of 197.1 lbs of total phosphorus load reduction to be completed by voluntary retrofitting. To date, 86 water quality improvement projects have been installed totaling an estimated annual total phosphorus reduction of 289.8 lbs. Thirteen projects were installed in 2024.

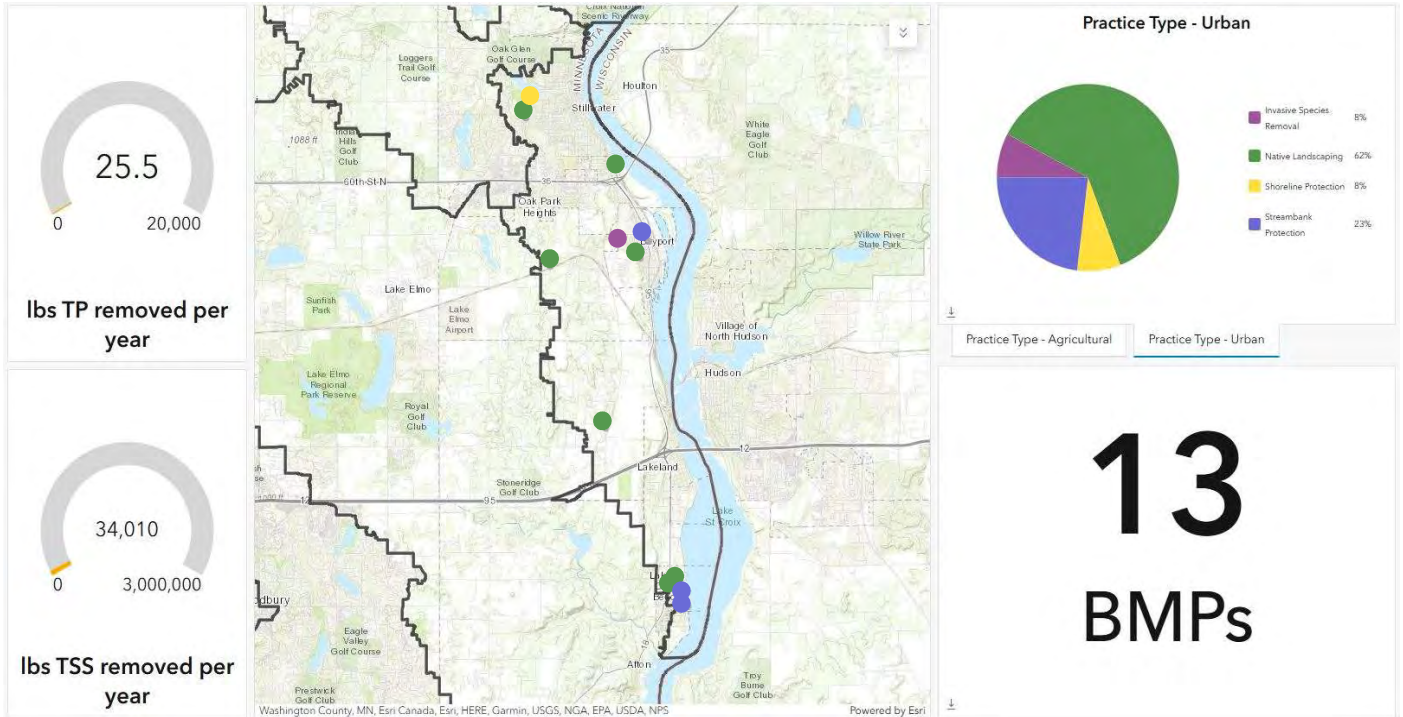


Figure 1. 2023 Installed Practices with Total Phosphorus (TP) and Total Suspended Solids (TSS) Reductions

Table 4: MSCWMO Water Quality Retrofits and Total Phosphorous Load Reductions of Permanent Stormwater Best Management Practices Estimated with the MIDS Calculator.

Year	Total Projects Installed	Total BMP Estimated TP Reduction (lbs./yr.)	Targeted Subwatersheds
2015	17	17.3	Lake St. Croix and McKusick
2016	3	48.8	Lake St. Croix and Perro
2017	5	10.1	Lake St. Croix and Lily
2018	6	56.3	Lake St. Croix and Lily
2019	7	39.4	Lake St. Croix and Lily
2020	4	0.8	Lake St. Croix and Perro
2021	4	65.3	Lake St. Croix and Lily
2022	12	8.0	Lake St. Croix and McKusick
2023	15	18.3	Lake St. Croix, Lily, and McKusick
2024	13	25.5	Lake St. Croix, Perro Creek, McKusick

Best Management Practices and Subwatershed Implementation Program

The MSCWMO continues to seek partnerships to construct high-performing and low-cost stormwater best management practices identified in its subwatershed analyses. In 2024, four projects were completed that were either identified in a subwatershed analysis or located in priority direct drainages that were part of these analyses. These projects received state and local funding to design and construct:

Projects that were installed in 2023:

- Lake St. Croix Beach South Beach Streambank Protection, Lake St. Croix Subwatershed.
- Lake St. Croix Beach Section 5 Streambank Protection, Lake St. Croix Subwatershed.
- Perro Creek Streambank Protection, Perro Creek Subwatershed.
- Barkers Alps Woodland Restoration, Perro Creek Subwatershed.

The following is a summary of work that was completed in 2024:

Lake St. Croix Beach South Beach Streambank Protection:

This project leveraged funding and technical support from multiple sources to address ongoing bank stability and erosion concerns on the St. Croix, enhance 0.13 acres of high-quality native buffer habitat, and restore 0.12 acres of native upland buffer habitat south of the Lake St. Croix Beach levee and swimming beach. Funds from the MSCWMO and Board of Water & Soil Resources (BWSR) contributed to:

1. A prescribed burn to promote native prairie vegetation in existing buffer areas,
2. Interseeding of existing buffer areas for increased forb diversity, and
3. Seeding and establishment of native vegetation in disturbed or degraded areas dominated by non-native cool season grasses with low forb diversity.

Long-term efforts will include management of new or existing native buffer areas to control noxious weeds and promote native species beneficial to the rusty patched bumble bee and other endangered or at-risk insects.



[Above] Section 5 stabilization, upland buffer restoration.

Lake St. Croix Beach Section 5 Streambank Protection:

In summer of 2024 the City of Lake St. Croix Beach requested \$5,000 in cost-share funding through the WMO to stabilize a 90 linear-foot stretch of riverbank immediately north of the LSCB levee where recent flooding & tree mortality had caused bank instability and substantial soil loss. The City completed the stabilization work in July of 2024 with assistance from WCD staff to restore the upland buffer between the existing pedestrian trail and riprap bank stabilization.



[Above] South Beach stabilization before (left) and after (right)

Perro Creek Streambank Protection:

In September of 2024 the City of Bayport requested \$5,000 in cost-share through the WMO to stabilize a 300 linear-foot stretch of Perro Creek at Perro Park to reduce soil loss, restore native habitat, and prevent anticipated bank failure upstream of the Perro Creek diversion. Stabilization techniques included a combination of rock toe armoring and upland buffer restoration to protect banks from high flows while enhancing habitat for wildlife. The project was pursued in partnership with the Washington Conservation District under an FY22 Clean Water Fund grant. WMO funds were used to help cover the cost of seed and streambank stabilization materials in support of the project, which was completed in October of 2024.



[Above] *Perro Creek Streambank stabilization and buffer restoration before (left) and after (right)*

Barkers Alps Woodland Restoration, Bayport:

In 2023, the City of Bayport received funding from the Metro Conservation Partners Legacy Grant (part of the Outdoor Heritage Fund and part of the Clean Water, Land and Legacy Amendment) to enhance 24 acres of buckthorn dominated woodland in Barker's Alps Park due to a grant from. The WCD assisted in project development, grant writing, RFP development, and is a consultant on the project. The City of Bayport contracted with Landbridge Ecological to restore and enhance Phase 1 (17.30 acres) and phase 2 (6.8 acres) of buckthorn dominated woodland in. June 30, 2027 is the anticipated project completion date. To date the invasive woody species removal and canopy thinning has been completed.



[Above] *Barkers Alps buckthorn removal and tree canopy editing in progress.*

Middle St Croix Mini-Grant Cost Share program:

The Middle St Croix WMO offers mini-grants (up to \$500) to qualifying landowners to install low-cost BMPs in priority areas. The program saw 9 installations and 24 inquiries (likely future applicants). These projects included one native shoreline buffer enhancement on Lake McKusick, and eight native landscaping projects for wildlife benefit.



[Left] *Our Savior Lutheran Church pollinator planting.* [Right] *Siegler shoreline restoration on Lake McKusick*

Erosion Monitoring Program

The MSCWMO erosion control inspection program was developed to ensure that the policies and performance standards of the MSCWMO were implemented on the ground for qualifying projects. Staff continue to inspect active projects, which were reviewed by the MSCWMO board. The MSCWMO coordinates its inspection program with its member communities and their building/permit inspectors.

In 2024, 12 erosion control inspections were conducted at 6 sites. Overall construction activity was lower than in previous years, although there were several rip rap installations along the St. Croix which were not inspected. Compliance over the year was good, with 33.3% of inspections receiving an A grade, 41.7% a B, 16.7% a C, 8.3% a D, and 0% an F. Compliance rates were slightly lower than recent years due to very wet conditions through most of 2024, before moving into drought conditions in late summer and fall. For the purposes of this summary, compliance rates for inspection items were only considered when the item was marked “compliant” or “non-compliant”, and all “not inspected” and “under review” items were removed from the total number of inspections for each inspection item. The most common non-compliant items noted on sites were lack of maintenance for damaged or missing perimeter controls (37.5% of inspections) and soils lacking stabilization where active work was paused longer than seven days (36.4% of inspections). The items with the highest compliance rates were maintenance of previously stabilized soils (100% of inspections), perimeter controls being properly installed on downgradient areas of the site prior to construction (87.5% of inspections), properly stabilized construction accesses installed (87.5% of inspections), and sweeping of sediments tracked onto paved surfaces (87.5% of inspections). Other notable items found to have a high rate of compliance were protection of installed stormwater treatment practices (80% of inspections), and preservation of vegetated buffers around lakes, streams, wetlands, and bluffs (66.7% of inspections). No sediment discharges to water resources were recorded on any inspection in 2024. However, one site was identified to have removed significant amounts of turfgrass, and replaced with landscaping and irrigation lines within the designated St. Croix River bluffline setback on both the permitted property and adjacent parcel. The site was remediated and fully stabilized, and performance standards will be clarified in the watershed management plan update to call for no land disturbing activity within bluffline setbacks.

Other activities conducted in 2024 intended to improve compliance were distribution of “reminder flyers” to project contacts in the spring and fall to prepare sites for wet conditions, and more critical inspections of permanent stormwater treatment features, such as rain gardens, to ensure they meet design and function standards. Improved communication and on-site meetings with project contacts regarding expected siting and function of features helped ensure proper construction in order to minimize any modifications or reconstruction of features.

BMP Inspections and Maintenance

The MSCWMO BMP Inspection and Tracking Database was developed to ensure that the installed practices are meeting functional and aesthetic expectations. In 2024, 151 MSCWMO projects were inspected. Utilizing the Washington Conservation District Maintenance Crew, Minnesota Conservation Corps, and volunteer effort, maintenance was performed on BMPs that are municipalities’ responsibility to maintain.

The watershed also worked in partnership with the East Metro Water Resource Education Program, Cities, Sustainable Stillwater, the Friends of Lily Lake, and the Stillwater Foundation to implement an Adopt a Raingarden Program in Stillwater, Oak Park Heights, Bayport, Lake St. Croix Beach and West Lakeland Township. The program will continue in 2025 under volunteer management.



Groundwater

The MSCWMO continued to recognize the Washington County Groundwater Plan during 2024 and continued to participate in County wide technical advisory committee meetings to prioritize implementation and identify responsible parties for specific activities. The MSCWMO also participated in the Washington County Groundwater Plan Update process in 2024.

Local Government Controls

The MSCWMO continued to work with its member communities to strengthen water quality and natural resource management. Through a Clean Water Fund Accelerated Implementation grant the MSCWMO assisted its member communities to update their local controls. In 2018 all communities except Stillwater adopted Minimum Impact Design Standards (MIDS) into local ordinance and code. All communities will continue to participate in the MSCWMO's project review program. The City of Stillwater has adopted MIDS standards by resolution in 2019 but has not codified.

One Watershed One Plan

In 2023, the MSCWMO has worked collaboratively with 15 local governments participating in the Lower St. Croix Comprehensive Watershed Management Plan. The MSCWMO will continue to work collaboratively to implement a coordinated management plan on the large HUC 8 basin scale.

Information and Education Program

Shared Water Resource Educator

MSCWMO continues to participate in the East Metro Water Resource Education Program (EMWREP), as well as the Lower St. Croix Partnership Education Program (LSCP). The partnerships were formed in 2006 and 2021 respectively to educate community residents, businesses, staff, and decision-makers about issues affecting local lakes, rivers, streams, wetlands and groundwater resources and to engage people in projects that will help to protect and improve the health of these water resources.

Education programs and activities completed in partnership with EMWREP in 2024 included:

Stakeholder Engagement for the MSCWMO 10-Year Management Plan Update

Throughout the year, EMWREP and MSCWMO staff worked to engage community residents in the plan update process through a variety of strategies, including an online survey for the general public, in-person meetings, a mailed survey to riverway landowners, and an e-newsletter delivered three times per year to 114 community volunteers.

Middle St. Croix WMO Riverway Landowner Survey

In June 2024, EMWREP worked with Middle St. Croix Watershed Management Organization (MSCWMO) to conduct a mailed survey of 476 riverway landowners in Bayport, Lakeland, Lakeland Shores, Lake St. Croix Beach, St. Mary's Point, and West Lakeland. The goal of the survey was to assess landowners' experiences, ideas and opinions related to shoreline and bluffland issues and to identify opportunities for collaboration to reduce erosion, improve habitat for fish and wildlife, and protect/improve water quality.

79 people completed the mailed survey (17% response rate). Riverway landowner said they care about seeing wildlife, maintaining clean and clear water, and avoiding algae blooms. They are also concerned about terrestrial invasive species and shoreline erosion. Happily, nearly 70% of riverway landowners who responded to the survey say they are or might be interested in working with the MSCWMO to improve riverway habitat and reduce bluff erosion. In particular, they are interested in free site visits, cost-share grants, and landscape design templates that they can use on their own. MSCWMO board members discussed the survey responses and next steps for landowner outreach at their Oct. 10 board meeting.

Read the [full survey results](#).



Above: MSCWMO recently surveyed landowners on the St. Croix River in Bayport, Lakeland, Lakeland Shores, Lake St. Croix Beach, St. Mary's Point, and West Lakeland.

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

2024 ANNUAL REPORT

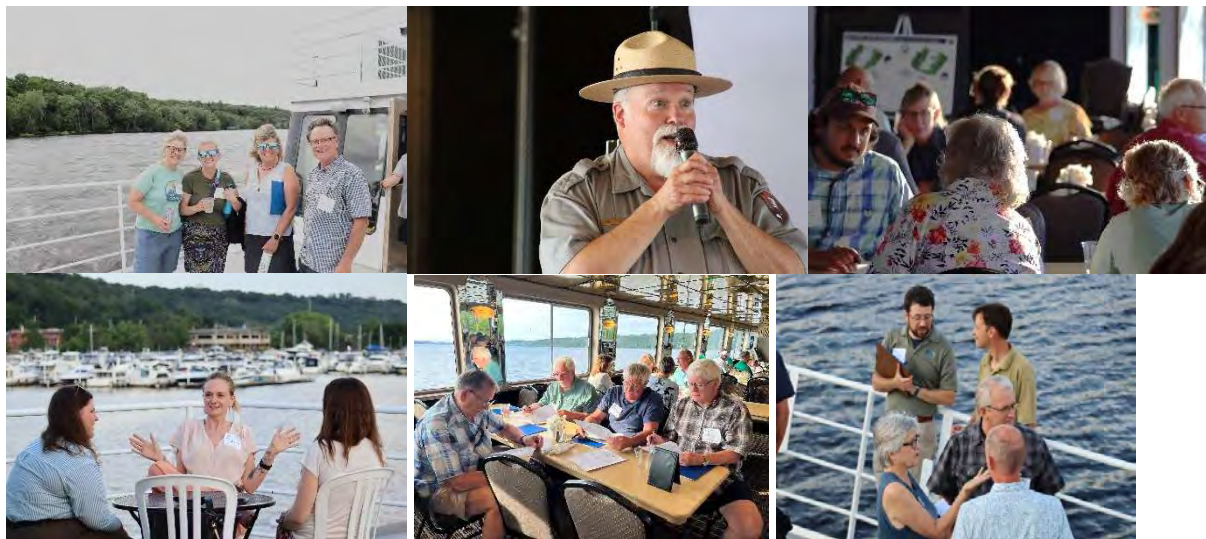
Workshops and events focused on native landscapes and habitat restoration:

- **March 19 – Gardening with native plants webinar** (50 participants)
- **May 28 – Caring for your woodlands workshop in Afton** (70 participants)
- **Sat., May 11: Raingarden clean-up event** in Stillwater, in partnership with Sustainable Stillwater (30 participants)
- **Saturday, Sept. 7: Prairie seed collection in Bayport** at the site of the future Anderson Elementary School (20 participants)

St. Croix learning series for local leaders – June 24, Aug. 7, Sept. 30

Last year, EMWREP expanded its always-popular St. Croix River Workshop on the Water and offered three unique opportunities for community leaders to network and access support to protect water resources in our area. This learning series was designed for city councils, planning commissions, township boards, county commissioners, SWCD and watershed board members, and other local leaders. Additional partner who helped to make these events happen include the Lower St. Croix Watershed Partnership, National Park Service, Minnesota DNR, Wisconsin DNR, Polk County, St. Croix County, Washington County, Chisago SWCD, Isanti SWCD, Washington CD, Carnelian-Marine-St. Croix WD, and Middle St. Croix WMO. A total of 140 local leaders from Minnesota and Wisconsin participated.

- **Mon., June 24: 16th Annual St. Croix River Workshop on the Water (WOW)**
The June 24 workshop focused on actions local communities can take to protect their shorelines, as well as strategies to ensure better development and redevelopment projects. The boat traveled the section of river that passes through the Middle St. Croix WMO. Daniel Peterson, Supervisory Park Ranger with the St. Croix National Scenic Riverway was the keynote speaker.



Above: The 16th Annual St. Croix Workshop on the Water focused on actions communities can take to protect shorelines, strategies for dealing with sticky issues and variance requests, and Better Site Design for development and redevelopment projects

Adopt-a-Drain

The Adopt-a-Drain program engages community residents in helping to prevent stormwater pollution by cleaning leaves, litter and other debris off of storm drains near their homes. Volunteers get reminders via text or email and are asked to report their actions on-line so that cities can track the program's impact. The Adopt-a-Drain program was created by Hamline University's Center for Global Environmental Education on behalf of Watershed Partners, a metro area collaborative with 60+ partners.



During 2024, EMWREP continued to partner with Sustainable Stillwater to promote the Adopt a Drain program. To date, volunteers have adopted 189 storm drains in the Middle St. Croix WMO, including:

- 15 in Bayport
- 20 in Oak Park Heights
- 146 in Stillwater
- 8 in West Lakeland Twp.

EMWREP also helped the MSCWMO communities of Stillwater, Oak Park Heights, Bayport and Afton to meet their MS4 stormwater education requirements by delivering public education related to chloride (salt), pet waste, stormwater pollution, erosion and sediment control, lawn care best practices, and illicit discharge detection and elimination (IDDE) through a variety of communication platforms. Two larger-scale stormwater education campaigns included:

- **Chloride education** – EMWREP mailed education packages to private contractors, hosted a SMART Salt Certification training for snow plow drivers at local cities and townships, and share information with the general public during winter months.
- **Stormwater education for HOAs (homeowners associations):** During 2023-24, EMWREP conducted a survey and focus groups with HOA board members and property managers and used responses to develop a new education toolkit with 12 one-page factsheets. The education team also hosted a mini conference for HOA members at the Stillwater Area Library.

Presentations for community groups:

- **Monday, March 11:** Presentation to University Women's Group in Oak Park Heights. Angie talked about the State of the Water, PFAS, and wetlands.
- **Thu., Aug. 22:** Presentation to Stillwater Noon Rotary
- **Tue., Sept. 17:** State of the Water. Presentation to Zvago Community in Stillwater.
- **Tue., Oct. 1:** Groundwater & PFOS. Presentation to Stillwater Lions Club
- **Thu., Oct 10:** Presentation to Middle St. Croix WMO Board

Community events:

- **Sat., April 27:** Valley Eco Fair at Pioneer Park in Stillwater
- **July 31 – Aug. 4:** Washington County Fair
- **Thu., Oct. 10:** Leadership in the Valley, Agriculture & Environment Day in Bayport
- **Tue., Oct. 22:** Lakeview Hospital Green Week in Stillwater

Media and communications:

Angie Hong has published a weekly column for the Valley Life – Stillwater Gazette since 2006. The articles are also posted on-line at www.eastmetrowater.org. While all share information about watershed topics, the following articles also highlighted MSCWMO projects:

- **Local officials set sail to learn about shorelines and development** (July 5, 2024) “This year’s workshop focused specifically on St. Croix Riverway Rules, strategies for dealing with sticky issues and variance requests, and better site design for development and redevelopment projects.”
- **Will derby ducks sail on a cleaner creek in 2025?** Last year, the City of Bayport restored a 300ft stretch of degraded stream along 3rd Ave. N near Perro Park, in partnership with Middle St Croix WMO and the Washington CD. The goal of the project is to stabilize the streambank, reduce the amount of sediment and phosphorus flowing downstream to the St. Croix River, and improve habitat along Perro Creek. Read more: [Will derby ducks sail on a cleaner creek in 2025?](#)

In addition, EMWREP maintains a robust presence on social media through its @mnnature_awesome accounts.

Find detailed information about education programming completed by the EMWREP partnership in its [2024 Annual Report](#).

Website

The MSCWMO continued to update its website in 2024. The website contains up to date meeting dates, agendas, minutes, annual reports, water monitoring information, contact information and more. In addition, the website also contains a section for grant reporting which highlights projects completed as part of the BWSR Clean Water Legacy Program. Project review applications can be submitted online, as well as all necessary information on the MSCWMO’s project review process and status of submitted project reviews. The MSCWMO website can be viewed at the following link:

<http://www.mscwmo.org>

2024 Data Collection Program

Water Quality Monitoring Program

In 2024, the Middle St. Croix Watershed Management Organization (MSCWMO) continued condition monitoring and water quality and elevation biweekly on McKusick Lake and Lily Lake, with the addition of collecting chloride samples to assess baseline chloride concentrations. Additionally, in 2024 macrophyte surveys were conducted on both McKusick Lake and Lily Lake. Information from the Brown's Creek Diversion Drainage which flows to McKusick Lake is monitored by the Brown's Creek Watershed District, but resulting information is also provided to the MSCWMO for use in management planning. In 2022 a permanent, fully automated monitoring station was established on Perro Creek to better characterize loading from Perro Creek to the St. Croix. The MSCWMO monitored volume and concentration of discharge for both base flow and storm flows from Perro Creek in 2024.

Full water monitoring reports can be viewed on our website. The 2024 monitoring report will be available in May of 2025.

<http://www.mscwmo.org/water-monitoring>

2025 WORKPLAN

Best Management Practices Program

The MSCWMO will continue to promote its Best Management Practices Program in 2025. The MSCWMO will continue to work to engage landowners in the Lily Lake, McKusick Lake, Perro Creek, Lake St. Croix Direct Discharge North and South subwatersheds.

Watershed Management Plan Update; Subwatershed Analyses and Implementation

In 2025 the MSCWMO will continue working with the City of Stillwater, City of Bayport, City of Lake St. Croix Beach, other member communities, MnDOT, and private landowners to design and install targeted stormwater quality best management practices identified in subwatershed analyses. As part of the management plan update, the MSCWMO will re-analyze existing subwatershed analyses and implementation to determine what practices are outstanding or are in need of retrofit or reinstallation.

Water Monitoring

The MSCWMO will continue water quality condition monitoring program for Lily and McKusick Lakes and Perro Creek. The MSCWMO will be conducting macrophyte surveys on Lily and McKusick Lakes. The MSCWMO has contracted with the Washington Conservation District to complete monitoring and reporting again in 2025. The MSCWMO is planning to apply for funding to monitor the volume and concentration flowing out from the Mulberry Ravine and select stormwater outfalls in the City of Stillwater discharging directly into Lake St. Croix.

Public Education and Outreach Programs

The MSCWMO will continue to participate in the East Metro Water Resource Education Program. The activities and programs offered through this partnership will help MSCWMO meet its goals for education and outreach.

Lower St. Croix One Watershed One Plan

The MSCWMO will continue to work collaboratively with 15 units of government charged with water governance in the Lower St. Croix HUC8 watershed to implement a coordinated management plan.

Development Plan Reviews and Erosion Control Inspection Program; MSCWMO Policies and Performance Standards

The MSCWMO will continue to review qualifying projects for consistency with the 2015 Watershed Management Plan, and will continue to coordinate its review process with its member communities. Staff will also continue to inspect current and past projects to ensure erosion control practices are implemented, and stormwater management features are functioning as planned. The MSCWMO will promote trainings and events that will improve performance on future projects.

Website Update and Maintenance

The MSCWMO continues to update and maintain its website.

APPENDIX A

2024 Annual Communications

AFTON

The City of Afton is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Lake St. Croix. The MSCWMO provides educational, technical, and financial assistance to the City of Afton to effectively manage water resources. They also partner with the Washington Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering the St. Croix River. If you are considering a conservation project on your property or have any questions about the MSCWMO watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at moldenburg-downing@mnwcd.org or Annie Perkins, the City of Afton appointed MSCWMO Board Manager at 651-592-3007.

BAYPORT

The City of Bayport is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Perro Creek and Lake St. Croix. The MSCWMO provides educational, technical, and financial assistance to the City of Bayport to effectively manage water resources. They also partner with the Washington Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering Perro Creek and the St. Croix River. If you are considering a conservation project on your property or have any questions about the watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at moldenburg-downing@mnwcd.org or Council Member John Dahl, the City appointed MSCWMO Board Manager, at 651-439-7312.

BAYTOWN TOWNSHIP

Baytown Township is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Lake St. Croix. The MSCWMO provides educational, technical, and financial assistance to Baytown Township to effectively manage water resources. They also partner with the Washington Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering the St. Croix River. If you are considering a conservation project on your property or have any questions about the watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at moldenburg-downing@mnwcd.org or Township Board Member Avis Peters, the Township appointed MSCWMO Board Manager, at 651-430-8163.

LAKELAND

The City of Lakeland is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Lake St. Croix. The MSCWMO provides educational, technical, and financial assistance to the City of Lakeland to effectively manage water resources. They also partner with the Washington

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

2024 ANNUAL REPORT

Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering the St. Croix River. If you are considering a conservation project on your property or have any questions about the watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at moldenburg-downing@mnwcd.org or Councilman Dave Millard, the City appointed MSCWMO Board Manager, at 651-408-3483.

LAKELAND SHORES

The City of Lakeland Shores is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Lake St. Croix. The MSCWMO provides educational, technical, and financial assistance to the City of Lakeland Shores to effectively manage water resources. They also partner with the Washington Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering the St. Croix River. If you are considering a conservation project on your property or have any questions about the watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at moldenburg-downing@mnwcd.org or Brian Zeller, the City appointed MSCWMO Board Manager, at 612-325-3038.

LAKE ST CROIX BEACH

The City of Lake St. Croix Beach is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Lake St. Croix. The MSCWMO provides educational, technical, and financial assistance to the City of Lake St. Croix Beach to effectively manage water resources. They also partner with the Washington Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering the St. Croix River. If you are considering a conservation project on your property or have any questions about the watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at moldenburg-downing@mnwcd.org or Mayor Tom McCarthy, the City appointed MSCWMO Board Manager, at 651-436-7031.

OAK PARK HEIGHTS

The City of Oak Park Heights is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Perro Pond and Lake St. Croix. The MSCWMO provides educational, technical, and financial assistance to the City of Oak Park Heights to effectively manage water resources. They also partner with the Washington Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering Perro Pond or St. Croix River. If you are considering a conservation project on your property or have any questions about the watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at moldenburg-downing@mnwcd.org or Council Member Carly Johnson, the City appointed MSCWMO Board Manager, at 651-261-5801.

ST. MARY'S POINT

The City of St. Mary's Point is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Lake

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

St. Croix. The MSCWMO provides educational, technical, and financial assistance to the City of St. Mary's Point to effectively manage water resources. They also partner with the Washington Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering the St. Croix River. If you are considering a conservation project on your property or have any questions about the watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at moldenburg-downing@mnwcd.org or Council Member Beth Olfelt-Nelson, the City appointed MSCWMO Board Manager and the Treasurer for the watershed, at 612-417-5394.

STILLWATER

The City of Stillwater is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Lily Lake, Lake McKusick, and Lake St. Croix. The MSCWMO provides educational, technical, and financial assistance to the City of Stillwater to effectively manage water resources. They also partner with the Washington Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering Lily Lake, Lake McKusick, or the St. Croix River. If you are considering a conservation project on your property or have any questions about the watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at molding@mnwcd.org or Council Member Ryan Collins, the City appointed MSCWMO Board Manager, at 651-246-8264.

WEST LAKELAND TOWNSHIP

West Lakeland Township is one of ten member communities of the Middle St. Croix Watershed Management Organization (MSCWMO) that collectively works to improve the water quality of Lake St. Croix. The MSCWMO provides educational, technical, and financial assistance to West Lakeland Township to effectively manage water resources. They also partner with the Washington Conservation District to provide design and cost share assistance for voluntary conservation projects on private lands that reduce sediment and phosphorous pollution entering the St. Croix River. If you are considering a conservation project on your property or have any questions about the watershed please contact Matt Oldenburg-Downing, Administrator of the MSCWMO at moldenburg-downing@mnwcd.org or Board Member Rachel Dana, the Township appointed Board Manager, at 651-436-2244.

January 15, 2025

Middle St. Croix Watershed Management Organization
455 Hayward Ave N
Oakdale, MN 55128

CLIENT COPY

Dear Board of Supervisors and District Manager:

The following represents our understanding of the services we will provide Middle St. Croix Watershed Management Organization.

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Middle St. Croix Watershed Management Organization, as of December 31, 2024, and for the year then ended and the related notes, which collectively comprise Middle St. Croix Watershed Management Organization's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and Government Auditing Standards. As part of our audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Middle St. Croix Watershed Management Organization's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Middle St. Croix Watershed Management Organization's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a) For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b) For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements, and
- c) To provide us with:
 - I. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - II. Additional information that we may request from management for the purpose of the audit;
 - III. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d) For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e) For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f) For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g) For acceptance of nonattest services, including identifying the proper part to oversee nonattest work;
- h) For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i) For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j) For the accuracy and completeness of all information provided.

With regard to the required supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the required supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding required supplementary information; (c) to include our report on the required supplementary information in any document that contains the required supplementary information and that indicates that we have reported on such required supplementary information; and (d) to present the required supplementary information with the audited basic financial statements, or if the required supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the required supplementary information no later than the date of issuance by you of the required supplementary information and our report thereon.

As part of our audit process, we will request from management, and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services, at the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by Middle St. Croix Watershed Management Organization's management.
- Prepare the financial statements with the required footnote disclosures.
- Prepare lease amortization calculations and disclosures, if needed.
- Prepare the depreciation schedule, if needed.

We will not assume management responsibilities on behalf of Middle St. Croix Watershed Management Organization. However, we will provide advice and recommendations to assist management of Middle St. Croix Watershed Management Organization in performing its responsibilities.

Middle St. Croix Watershed Management Organization's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the financial statement preparation, lease amortization calculations and disclosures, depreciation schedule, and journal entry proposals previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Middle St. Croix Watershed Management Organization's basic financial statements. Our report will be addressed to management and the governing body of Middle St. Croix Watershed Management Organization. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinion on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in the spring or summer and to issue our reports no later than June 30, 2025.

Samantha Hoskins is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Peterson Company Ltd's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be \$5,400. Included in this audit fee are six bound copies, any additional copies will be prepared at \$15 each. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices not paid within 30 days will accrue interest at 1.50%. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Peterson Company Ltd and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Board of Water and Soil Resources or the Minnesota State Auditor's Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Peterson Company Ltd's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Board of Water and Soil Resources or to the Minnesota State Auditor's Office. The Board of Water and Soil Resources or the Minnesota State Auditor's Office may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

Peterson Company Ltd

Peterson Company Ltd
 570 Cherry Drive
 Waconia, MN 55387

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Middle St. Croix Watershed Management Organization by:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org



January 15, 2025

Honorable Mayor Bill Palmquist
City of Afton
3033 St Croix Trail S, PO Box 219
Afton MN 55001

RE: 2025 First Half Contribution Request

Honorable Mayor Palmquist:

The Middle St. Croix Watershed Management Organization's (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1st, 2025.

The MSCWMO approved their 2025 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$664.30.

Based on the funding formula in the Joint Powers Agreement, your community's **first-half payment, due May 1st is \$332.15.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matt Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldenburg-downing@mnwcd.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Oldenburg-Downing".

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member Annie Perkins

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org



January 15, 2025

Honorable Mayor Michele Hanson
City of Bayport
294 North Third Street
Bayport MN 55003

RE: 2025 First Half Contribution Request

Honorable Mayor Hanson:

The Middle St. Croix Watershed Management Organization's (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1st, 2025.

The MSCWMO approved their 2025 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$20,035.64.

Based on the funding formula in the Joint Powers Agreement, your community's **first-half payment, due May 1st is \$10,017.82.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matt Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldneburg-downing@mnwcd.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Oldenburg-Downing".

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member John Dahl



MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org

January 15, 2025

Honorable Mayor Tom McCarthy
City of Lake St. Croix Beach
16455 20th St S
Lake St. Croix Beach MN 55043

RE: 2025 First Half Contribution Request

Honorable Mayor McCarthy:

The Middle St. Croix Watershed Management Organization’s (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1, 2025.

The MSCWMO approved their 2024 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$4,402.81.

Based on the funding formula in the Joint Powers Agreement, your community’s **first-half payment, due May 1st is \$2,201.40.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matt Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldenburg-downing@mnwcd.org.

Sincerely,

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member Tom McCarthy

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org



January 15, 2025

Honorable Mayor Robert Craggs
City of Lakeland
690 Quinnell Ave
Lakeland MN 55043

RE: 2025 First Half Contribution Request

Honorable Mayor Craggs:

The Middle St. Croix Watershed Management Organization's (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1, 2025.

The MSCWMO approved their 2025 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$13,620.40.

Based on the funding formula in the Joint Powers Agreement, your community's **first-half payment, due May 1st is \$6,810.20.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matt Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldneburg-downing@mnwcd.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Oldenburg-Downing".

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member Dave Millard

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org



January 15, 2025

Honorable Mayor Jay Roettger
City of St. Mary's Point
16491 St. Mary's Drive
St. Mary's Point MN 55043

RE: 2025 First Half Contribution Request

Honorable Mayor Rottger:

The Middle St. Croix Watershed Management Organization's (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1st, 2025.

The MSCWMO approved their 2024 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$2,082.52.

Based on the funding formula in the Joint Powers Agreement, your community's **first-half payment, due May 1st is \$1,041.26.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matt Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldenburg-downing@mnwcd.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Oldenburg-Downing".

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member Tom Grahek

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org



January 15, 2025

Honorable Mayor John Bischoff
City of Lakeland Shores
P.O. Box 246
Lakeland MN 55043

RE: 2025 First Half Contribution Request

Honorable Mayor Bischoff:

The Middle St. Croix Watershed Management Organization's (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1st, 2025.

The MSCWMO approved their 2025 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$2,509.44.

Based on the funding formula in the Joint Powers Agreement, your community's **first-half payment, due May 1st is \$1,254.72.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matt Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldenburg-downing@mnwcd.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Oldenburg-Downing".

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member Brian Zeller

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org



January 15, 2025

Honorable Mayor Mary McComber
City of Oak Park Heights
14168 Oak Park Blvd North
Oak Park Heights MN 55082

RE: 2025 First Half Contribution Request

Honorable Mayor McComber:

The Middle St. Croix Watershed Management Organization’s (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1st, 2025.

The MSCWMO approved their 2025 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$23,936.28.

Based on the funding formula in the Joint Powers Agreement, your community’s **first-half payment, due May 1st is \$11,968.14.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matt Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldenburg-downing@mnwcd.org.

Sincerely,

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member Carly Johnson



MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org

January 15, 2025

Chair Philip Moosbrugger
West Lakeland Township
PO Box 447
Lake Elmo MN 55042

RE: 2025 First Half Contribution Request

Honorable Chair Moosbrugger:

The Middle St. Croix Watershed Management Organization's (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1, 2025.

The MSCWMO approved their 2025 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$22,140.54.

Based on the funding formula in the Joint Powers Agreement, your community's **first-half payment, due May 1st is \$11,070.27.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matt Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldenburg-downing@mnwcd.org.

Sincerely,

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member Rachel Dana

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org



January 15, 2025

Chair Nichole Dahl
Baytown Township
4020 McDonald Dr. N
Stillwater MN 55082

RE: 2025 First Half Contribution Request

Honorable Chair Dahl:

The Middle St. Croix Watershed Management Organization's (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1, 2025.

The MSCWMO approved their 2025 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$16,906.48.

Based on the funding formula in the Joint Powers Agreement, your community's **first-half payment, due May 1st is \$8,453.24.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matt Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldenburg-downing@mnwcd.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Oldenburg-Downing".

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member Avis Peters



MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale MN 55128
Phone 651.330.8220 x2227 fax 651.330.7747 www.mscwmo.org

January 15, 2025

Honorable Mayor Ted Kozolowski
City of Stillwater
216 North 4th Street
Stillwater MN 55082

RE: 2025 First Half Contribution Request

Honorable Mayor Kozolowski:

The Middle St. Croix Watershed Management Organization’s (MSCWMO) 2025 budget was set at \$148,250.00. We are sending this letter to remind you that first half contribution payments are due on May 1, 2025.

The MSCWMO approved their 2025 budget on July 11th, 2024. Based on the funding formula in the Joint Powers Agreement, your 2025 annual contribution will be \$41,951.60.

Based on the funding formula in the Joint Powers Agreement, your community’s **first-half payment, due May 1st is \$20,975.80.**

The MSCWMO Board of Managers thanks your community for its continued support of the watershed management organization. If you have any questions or comments regarding the budget, please contact Matthew Oldenburg-Downing at 651-330-8220 ext. 2227 or at moldenburg-downing@mnwcd.org.

Sincerely,

Matt Oldenburg-Downing, Administrator
Middle St. Croix Watershed Management Organization

cc: MSCWMO Board Member Ryan Collins



TO: Middle St. Croix Board of Managers
FROM: Matt Oldenburg-Downing, Administrator
DATE: January 28, 2025
RE: 7h.) Request for Professional Services Summary

Pursuant to Minnesota Statutes Annotated 103B.227, Subd. 5, the Middle St. Croix Watershed Management Organization must solicit Letters of Interest Proposals for legal and engineering consulting services every two years. Per board direction, advertising was done via the Middle St. Croix WMO Website and direct mail to local firms.

One proposal was received for legal services from our current provider, Kennedy & Graven. My recommendation is to accept and continue utilizing their services.

One proposal for engineering services was received from our current provider Emmons & Olivier Resources, Inc. My recommendation is to accept and continue utilizing their services.

Requested board action: Make a selection for legal and engineering services for 2025-2026

Proposal for **2025-2026 Engineering Services**



01.24.2024

January 23, 2025



Middle St. Croix
Watershed Management Organization
Attention: Matt Oldenburg-Downing
Moldenburg-downing@mnwcd.org

RE: RFQ for Engineering Services

Dear Matt and Members of the Board:

All of us at EOR are grateful for the opportunity to continue to build on our history of providing engineering services to the MSCWMO. The past two years have been somewhat quiet, but our efforts across the St. Croix Watershed and its communities to improve water quality across the watershed has been as relentless as ever.

The experience gained in our multi-year effort working one-on-one with each of the MSCWMO communities to integrate and implement ordinances and policies to protect and improve water quality through the Minimal Impact Design Standard (MIDS) and shoreland zoning policies has been explored and embraced by other communities across the state and watershed, as a model for new policy to protect water quality and shoreland protection.

Our successful delisting of Lily Lake from the State's Impaired Waters List continues to be a benchmark in bringing the community together to take the lake back from the brink through effective planning, design and community involvement. We at EOR are proud of our partnership with the MSCWMO throughout this successful and rewarding project.

We take great pride in our efforts to improve water quality in an area that many of us call home. Professionally and personally we are part of the fabric of our communities and intimately involved in water resource management and civic involvement throughout the St. Croix Basin. We continue to provide engineering services to Brown's Creek, Carnelian Marine-St. Croix, Comfort Lake Forest Lake Watershed Districts as well as the Chisago Lakes - Lake Improvement District. The St. Croix River is "our" river, and we are dedicated to providing protection and improvements to the water quality and communities that make up the watershed.

Our MSCWMO team will remain the same. I will continue to act as the Client Representative. Britta Hansen and Kyle Crawford will lead our Design Team for the analysis, design, construction, and ongoing maintenance of our constructed and future water quality projects. Stu Grubb will continue to track groundwater issues in relation to the 3M PFAS settlement, a topic that we have been following closely to take advantage of potential funding opportunities. Additional, experienced EOR water resource professionals are available to support our efforts. The depth and experience of this group is unrivaled.

We all thank you for the opportunity and are looking forward to continuing to expand on our involvement with the MSCWMO as we address the challenges that lie ahead.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Jay Michels".

Jay Michels, CPESC, NGICP
Partner, Senior Project Manager
651.261.4546 jmichels@eorinc.com

A handwritten signature in black ink that reads "Britta Hansen".

Britta Hansen, PLA, ASLA
Landscape Architect
(c) 612.750.1397 bhansen@eorinc.com

TABLE OF CONTENTS

A. EXECUTIVE SUMMARY OF QUALIFICATIONS	2
B. EOR DESCRIPTION/BACKGROUND.....	4
C. EOR RELATED EXPERIENCE.....	5
D. EOR KEY PERSONNEL.....	9
E. EOR HOURLY RATES/EXPENSES.....	11
F. EOR REFERENCES	12

A. EXECUTIVE SUMMARY OF QUALIFICATIONS

Our relationship with the MSCWMO started in 2015 with a 2-year project working with each of the communities in the MSCWMO to review, update and implement ordinances, policies, and programs to protect and improve water quality and stormwater management through the adoption of the Minimal Impact Design Standards (MIDS) Community Assistance Package. Many of the communities were shackled with ordinances that were decades old and out of date. By working one-on-one with each of the communities we were able to customize their ordinances to address their specific needs and to match and complement the policies of the MSCWMO. Through coordination and funding provided by the Lower St. Croix Watershed Partnership, this experience is being used to guide a similar effort across the St. Croix Watershed to address stormwater management and shoreland protection.

Lily Lake was added to the State’s impaired waters list in 2002. A planned and scheduled Total Maximum Daily Load (TMDL) could be avoided if practices could be implemented that would reduce phosphorus levels in the lake by an additional 45 pounds per year. This project became the “Lily Lake Final 45”. We have been involved from the first “walkabouts” pulling manhole covers and looking for opportunities to disconnect stormwater runoff as a part of the City

of Stillwater’s street reconstruction projects. From the very roots of the effort, we have played a role in the planning, grant applications, community outreach, design, construction, project management and contract administration, and now support of ongoing operations and maintenance. Our “Crown Jewels” of this effort were completed in 2022 with the construction of the Lily Lake infiltration basin that redirects runoff from a very dirty subwatershed that discharged directly into Lily Lake, into a large infiltration basin on the southern part of the Lily Lake recreation area. Once the basin was completed, EOR provided coordination and project management for the in-lake alum treatment that provided dramatic improvement to water quality in the lake leading to its successful removal from the impaired waters list, avoiding the TMDL.

Lily Lake, the ballfields, and hockey arena have played a significant role in many of our personal histories; from swimming lessons for our children when the beach was still open to decades of little league and softball games on the ballfields and watching our grandchildren learn to skate and play hockey in the arena. To have the opportunity to be a part of this historic project in our own community and to leave a legacy of improved water quality is truly an honor.



Future Opportunities

As we look to the future, at the forefront is addressing water supply, new development and the impacts of PFAS groundwater contamination within the MSCWMO. We are at a turning point in providing safe groundwater as the surrounding areas develop. Stu Grubb is recognized as an expert in this issue and has been following the situation closely. He will continue to provide expertise as requested by the MSCWMO Board.

Our design, stream and shoreland design teams have led multiple projects to restore our streams, wetlands and shorelines across the watershed and are available to contribute our expertise as requested.

Our experience, local knowledge, and dedication to improving and protecting the waters and natural resources of the St. Croix Valley is unrivaled. The challenges are many and we look forward to working closely with the MSCWMO Board and staff on providing solutions to protect the future of our valley for generations to come.



B. EOR DESCRIPTION/BACKGROUND



Emmons & Olivier Resources, Inc. (EOR)

Is a collaborative group of environmental and design professionals passionate about protecting our waters, restoring healthy ecosystems, & enhancing our community's unique sense of place. We are an employee owned, multi-disciplinary water resource-based firm that specializes in:

- Water-resources engineering, watershed planning, & modeling
- Environmental compliance, biological surveying, & restoration
- Sustainable site design, planning, & landscape architecture

Founded in 1996, Brett Emmons, PE and Cecilio Olivier, PE, recognized the crucial need for providing alternative and sustainable approaches to resources management that would provide long-term, holistic solutions. EOR's multidisciplinary team of engineers, scientists, and landscape architects deliver integrated WATER (Watersheds & Water Resources) + ECOLOGY (Ecosystems & Natural Resources) + COMMUNITY (Civil Engineering & Landscape Architecture) services.

Headquartered in Saint Paul, MN with offices in Madison, WI, Boone, IA, and ON-Canada. Visit www.eorinc.com for more information.

EOR's 72 Employees

- 14 Professional engineers
- 9 Engineers-in-training
- 3 Professional landscape architects
- 1 Environmental planner
- 1 Professional geologist
- 1 Certified wildlife biologist
- 1 Restoration ecologist
- 1 Professional wetland scientist
- 4 Certified wetland delineators
- 3 Cert. floodplain managers
- 2 Certified prof. in erosion and sediment control
- 1 GIS professional
- 6 LEED accredited professionals
- 11 Other related professionals
- 26 With master's degree or higher
- 7 With 10-20 years of experience
- 21 With 20+ years of experience

EOR SERVICES

Water, ecology, and community serve as the foundation for EOR - it represents the interconnected nature of our work, and it forms the main focus of our services. Our general service areas encompass many specific elements that are employed by our multidisciplinary teams across a variety of our projects. These interrelated services are essential in providing the highest value and return for our clients.

Civil Engineering

*Feasibility Studies & Initial Planning
Engineering Design
Construction Oversight*

Environmental Reviews

*Env't./Cultural Permitting
Transportation/Site-Related Permitting*

Energy & Utilities

*Environmental Assistance & Review
Design, Construction, & Maintenance
Communications & Engagement
Construction & Project Completion*

Planning & Guidance

*Planning Documents
Public Engagement & Outreach
Planning Methodologies
Guidance Manuals*

Ecological Restoration

*Assessments & Diagnostics
Inventories & Surveys
Restoration Design*

GIS & Drone Tech.

*GIS Services
Web-Integrated Capabilities
Drone Services*

Landscape Architecture

*Landscape & Site Dsgn.
Landscape & Regional Planning
Communication & Engagement*

Water Resources

*Water Quality/Pollutant Reduction
Planning Methodologies
Aquatic Ecology*

C. EOR RELATED EXPERIENCE

Education & Expertise

Degrees

- Water Resource + Civil Engineering
- Agricultural + Bio-systems Engineering
- Geological Engineering
- Environmental Engineering
- Mining + Mechanical Engineering
- Water + Natural Resources Sciences
- Forestry + Plant Physiology
- Ecology (freshwater, forest, environmental)
- Biology (aquatic, conservation, environmental)
- Environmental Design
- Landscape Architecture
- Architecture

Specialties

- Stormwater Best Management Practices
- Low Impact Development & Green Infrastructure
- Natural & Lake Resources Management & Planning
- Watershed, Water Quality & Quantity Modeling
- Total Daily Maximum Load Studies (TMDLs)
- Environmental Compliance (EAW, EIS, SEIS,)
- Sustainable Site Development + Low Impact Design
- Fluvial Geomorphology & Stream Stabilization
- Eco-Restoration & Conservation Management
- Sustainability Planning
- Stormwater Policy, Permitting & Utility Guidance
- Watershed Planning & Rules Development
- Field Surveying (rare plants, threatened species, etc.)
- Educational & Environmental Signage
- Geographic Information Systems



Lily Lake Final 45 BMPs

Date: 2012-2022

Location: Stillwater, MN

Client: Middle St. Croix WMO

Lily Lake has been on the State's impaired waters list since 2002. A planned TMDL in 2021 was to be avoided if practices could be implemented that would reduce phosphorus levels in the lake by an additional 45 pounds per year.

EOR performed a feasibility study to identify possible locations for water quality improvement best management practices (BMPs) to reach this goal. Input was garnered from the public and local officials, and two projects were chosen for further design. The projects included a 18,000 square-foot bioretention basin and a 52,000 cubic-foot underground infiltration trench. Design of the features and an accompanying report was used to seek grant funding to construct the BMPs.



Lily Lake Basin

Date: 2022

Location: Stillwater, MN

Client: Middle St. Croix WMO

Lily Lake has been on the State's impaired waters list since 2002. This once pristine, deep and clear lake became covered in algae and the swimming beach was closed. EOR worked with the WMO and the Friends of Lily Lake neighborhood organization to identify the sources of phosphorus and propose solutions. It was determined that 45 lbs of phosphorus needed to be removed from inputs on an annual basis in order to remove Lily Lake from the list. Subsequently, BMPs were designed and installed in every subwatershed around the lake. Finally, an 18,000 SF infiltration basin was installed on city property to the south of the lake. Storm sewer in the ROW was modified to direct significant flows to the basin, and this allowed the project to meet its goal of 45 lbs of removal. Community volunteers planted 1300 native plants in the basin in spring of 2022. In September of that year the Friends of Lily Lake hosted a party to celebrate the removal of the lake from the state impaired water list



Lily Lake Alum Treatment

Date: 2023

Location: Stillwater, MN

Client: Middle St. Croix WMO

Once the Lily Lake Basin was completed, EOR provided coordination and project management for the in-lake alum treatment that provided dramatic improvement to water quality in the lake leading to its successful removal from the impaired waters list, avoiding the TMDL. EOR limnologists prepared the alum dosing calculations and oversaw the contractor application of the treatment. Following the completion of the project the secchi disk readings were improved to more than 20 feet. This demonstrated a dramatic improvement in water clarity in this previously impaired lake. A community celebration of lake health was held in September 2022 in honor of all the improvements to this beloved community resource.



MSCWMO Community Ordinance Assistance

Date: 2015-2017

Location: Washington County, MN

Client: Middle St. Croix WMO

Through funding provided by a Clean Water Legacy Accelerated Implementation Grant, EOR led an effort to help communities within the Middle St. Croix watershed update their existing stormwater ordinances and incorporate Minnesota's Minimal Impact Design Standards (MIDS).

The MIDS Community Assistance Package was developed by EOR in partnership with the Washington Conservation District, the MPCA, and the MIDS Workgroup under a separate grant. Using this guidance, the project team reviewed existing ordinances and policies, identified necessary updates, provided model ordinance language, and met with city staff, elected officials and the public to implement changes.



D. EOR KEY PERSONNEL

The same key staff you have come to rely on, will continue to be dedicated to your projects and are available at your request for 2025-2026. Featured personnel work from the St. Paul office located at 1919 University Avenue West, Suite 300, St. Paul, MN 55104 (t) 651.770.8448 (f) 651.770.2552 www.eorinc.com



JAY MICHELS, CPESC, NGICP

Role: Stormwater Mgmt. & Erosion Control Specialist

Years: 46 years

Jay is a Certified Professional in Erosion and Sediment Control with experience in construction management, stormwater management and erosion and sediment control.

The emphasis of his work is in Low Impact Development and stormwater pollution prevention. His experience in planning, design, and construction management includes projects ranging from residential and commercial development to shoreline and streambank stabilization; from highway and golf course construction to prairie and wetland restoration.

Jay has also served as a program adviser to a number of communities and agencies in the development of stormwater policy and programs. He is a proven leader and an outspoken advocate for stormwater and erosion and sediment control education.



BRITTA HANSEN, PLA, ASLA

Role: Landscape Architect

Years: 15 years

Britta has 15 years of experience as a landscape architect and project manager designing and constructing public spaces, parks, school and corporate campuses, and stormwater management features. Britta specializes in site design that weaves together elements of conservation, sustainability, education, performance, and art. She is experienced and capable at all levels of design from iterative concept design to master planning. In addition, Britta designs and facilitates public input processes, and she is a trained visual artist who creates renderings and interpretive signage. She is experienced at permit review of landscape restoration plans, and she has developed and implemented many successful ecological restoration projects across Minnesota and the Upper Midwest.



STUART GRUBB, PE

Role: Sr. Hydrogeologist

Years: 36 years

Stu has 36 years of experience in environmental consulting and has served as the lead hydrogeologist and project manager for many large, multi-disciplinary environmental permitting projects and regional groundwater studies. He has worked extensively with groundwater infiltration and recharge both on local and regional scales. Stu has also designed stormwater infiltration basins and modeled aquifer recharge for water resource management organizations.



KYLE CRAWFORD, PE

Role: Civil Engineer

Years: 12

Kyle is a Water Resources Engineer with 12 years of broad experience in civil engineering, stormwater management and ecosystems restoration. He is well versed in design and assessment platforms (ArcGIS, HydroCAD, Bentley FlowMaster, CulvertMaster, and AutoCAD Civil 3D). Kyle has been directly involved in a wide range of projects in stormwater conveyance design, stormwater management plans, residential and commercial site design, and implementation of eco-restoration. These projects have utilized his background in land and construction surveying, civil engineering design, erosion and sediment control, and construction observation and administration.



MIKE MAJESKI, PLA, ASLA

Role: Conservation Biologist

Years: 24

Mike is a conservation biologist and Project Manager who's implemented over 25 stream projects across MN. He also conducts plant community assessments, wildlife surveys, and provides technical review for resource management plans. Expertise includes stream restoration design, threatened and endangered species surveys, invertebrate sampling and monitoring, pollinator habitat enhancement, and watershed-scale water quality monitoring studies. Mike's knowledge and experience with local flora and fauna makes him an excellent advisor on a variety of projects.

SERVICE AREAS

Key Staff	Watershed Mgmt. & Planning	Lake, Wetland & Stream Restoration and Mgmt.	Ground & Water Quality Modeling	Stormwater BMP Design and Construction Management	Culvert Design, Repair, Installation	Bank Erosion Design & Repair	Dam/Control Structures	Water Resources Permitting	Education & Outreach	LA Design & Construction	Availability
Jay Michels, CPESC, NGICP	✓	✓		✓	✓	✓	✓	✓	✓		✓
Britta Hansen, PLA		✓		✓		✓		✓	✓	✓	✓
Stu Grubb, PG	✓		✓					✓	✓		✓
Kyle Crawford, PE			✓								✓
Mike Majeski	✓	✓		✓		✓		✓	✓		✓

E. EOR HOURLY RATES/EXPENSES

2025	
Staff	Billing Rate*
Professional 1	\$129/hr
Professional 2	\$162/hr
Professional 3	\$189/hr
Professional 4	\$218/hr
Technician 1	\$93/hr
Technician 2	\$112/hr
Technician 3	\$137/hr
Project Principal	\$239/hr
Senior Principal	\$265/hr
Support Staff	\$89/hr

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Principals:

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.
- Subcontracted services will be billed at cost plus 15% to cover overhead expenses.
- Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.
- Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.

(*) Rates reviewed and adjusted on an annual basis.

F. EOR REFERENCES



Jellum's Bay Macrophyte Survey
Emergent Fringe Open Water
Floating Leaf Submergent Floating
Submergent

Carnelian Marine St. Croix Watershed District

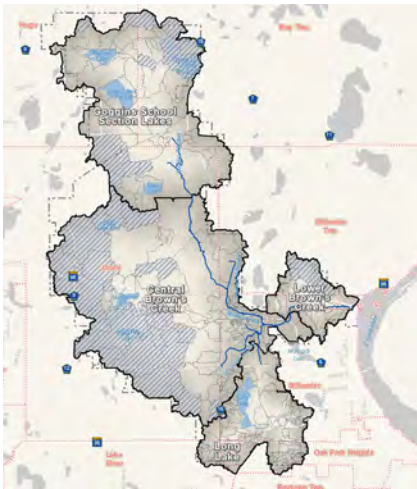
Mike Isensee, Administrator

11660 Myeron Road North

Stillwater, MN 55082

651.275.7451

mike.isensee@cmsc wd.org



Brown's Creek Watershed District

Karen Kill, Administrator

455 Hayward Ave. N.

Oakdale, MN 55128

651.330.8220 ext. 26

kkill@mnwcd.org



Library Lake Master Plan

Tom Schroeder, Beaver Dam Lake Management District

P.O. Box 232

Cumberland, WI 54829

618.521.7674

tcschroeder@centurytel.net

December 31, 2024

Middle St. Croix Watershed Management Organization
c/o Matt Downing, Administrator

VIA EMAIL ONLY

Re: Proposal to Continue to Serve as the WMO's Attorney

Dear Matt:

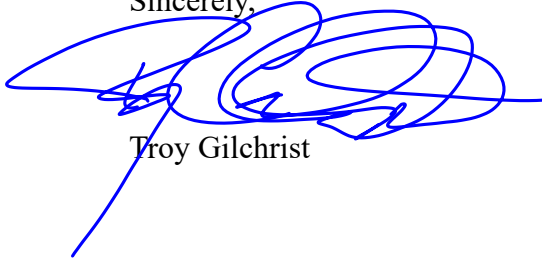
Please accept this letter as the proposal by Troy Gilchrist of the Town Law Center, PLLP to continue to provide legal services to the Middle St. Croix Watershed Management Organization ("MSCWMO").

1. **Experience.** I have worked exclusively with local governments for more than 32 years. Jason Hill and I recently formed the Town Law Center to further focus our attention on the needs of smaller local units of governments, including water management organizations. I currently represent several water management organizations including MSCWMO, the Lower Rum River Watershed Management Organization, the Upper Rum River Watershed Management Organization, the Shingle Creek Watershed Management Commission, the Vadnais Lake Area Watershed Management Organization, the West Mississippi Watershed Management Commission, the Sunrise River Watershed Management Organization, and the Rum River Watershed Partnership. I previously represented the Bassett Creek Watershed Management Commission and the Mississippi Watershed Management Organization, but I transitioned those watersheds to others in the firm before leaving Kennedy & Graven, Chartered. I am familiar with the unique needs and issues of water management organizations and have worked through a variety of novel issues from disputes among member communities to county funding issues.
2. **Rates:** We propose the following hourly rates: \$210 for 2025, and \$220 for 2026. We keep time in 1/10th of an hour increments and time is billed monthly. The hourly rate applies to travel time if in-person attendance at a meeting is requested. The firm also charges for certain hard costs such as mileage, postage, etc.
3. **Conflicts.** We are not aware of any conflicts created by our representation of MSCWMO.
4. **Insurance.** The firm maintains professional liability insurance.
5. **Conclusion.** Representing WMO's is an important part of my practice and I have had a good fortune to represent several WMO's over the years, large and small. I have represented MSCWMO for approximately eight years, and assisted with its representation before then, and look forward to having an opportunity to continue my representation.

Please let me know if there are any questions or if any additional information is needed as part of our proposal to continue to represent MSCWMO.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Troy Gilchrist', with a long, sweeping underline that extends downwards and to the left.

Troy Gilchrist

Middle St. Croix River Watershed Management Organization

Attn: Matt Downing
455 Hayward Ave
Oakdale, MN 55128

Table of Contents

Your Gallagher Team	3
Program Structure	4
Named Insured	4
Market Review	5
Location Schedule.....	6
Full Program Details	7
Municipal Package (First-Party Cyber, Crime, Petrofund, Municipal Liability, Automobile) - Party Cyber	7
Municipal Package - First-Party Cyber - League of Minnesota Cities Insurance Trust	7
Municipal Package - Crime - League of Minnesota Cities Insurance Trust	8
Municipal Package - Petrofund - League of Minnesota Cities Insurance Trust	9
Municipal Package - Municipal Liability - League of Minnesota Cities Insurance Trust.....	10
Municipal Package - Automobile - League of Minnesota Cities Insurance Trust	13
Defense Cost Reimbursement - League of Minnesota Cities Insurance Trust	15
Premium Summary	17
Payment Plans	18
Proposal Disclosures	19
Proposal Disclosures.....	19
Client Signature Requirements	22
Coverages for Consideration.....	22
Client Authorization to Bind Coverage.....	23
Appendix	25
Bindable Quotations & Compensation Disclosure Schedule	25
Claims Reporting By Policy	26
Appendix A: Municipal Liability Policy - League of Minnesota Cities Insurance Trust	27
Appendix B: Petrofund Policy - League of Minnesota Cities Insurance Trust.....	59
Appendix C: First Party Cyber Policy - League of Minnesota Cities Insurance Trust	64
Appendix D: Defense Cost Reimbursement Policy - League of Minnesota Cities Insurance Trust	75
Appendix E: 2025 Coverage Changes - League of Minnesota Cities.....	78

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Cathy Caviness Client Service Supervisor	Client Service Manager	Cathy_Caviness@ajg.com	(952) 358-7512 (p) (952) 358-7500 (c)
Kira Mehus Client Service Manager	Client Service Associate	Kira_Mehus@ajg.com	(952) 358-7518 (p)

Named Insured

The Named Insured on all policies included in this proposal is Middle St. Croix River Watershed Management Organization

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

<i>Line Of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted ***</i>
Municipal Package	League of Minnesota Cities Insurance Trust (Not Rated)	Recommended Quote	Admitted
Defense Cost Reimbursement	League of Minnesota Cities Insurance Trust (Not Rated)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Location Schedule

<i>LINE OF COVERAGE</i>	<i>LOC # / BLDG #</i>	<i>LOCATION ADDRESS</i>	<i>BUILDING DESCRIPTION</i>
All Lines of Coverage included in this proposal	1	455 Hayward Ave Oakdale, MN 55128-5374	Mailing Address

Full Program Details

Municipal Package (First-Party Cyber, Crime, Petrofund, Municipal Liability, Automobile)

Carrier Information	Expiring	Proposed
Policy Term	2/1/2024 - 2/1/2025	2/1/2025 - 2/1/2026
Carrier	League of Minnesota Cities Insurance Trust	League of Minnesota Cities Insurance Trust
A.M. Best Rating	Not Rated	Not Rated
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Annual	Annual
Payment Method	Direct Bill	Direct Bill

Premium & Exposures	Expiring	Proposed
Premium	\$2,772.00	\$2,736.00
Minimum Type	None	None
Estimated Cost	\$2,772.00	\$2,736.00

Municipal Package - First-Party Cyber

Standard Coverages	Expiring	Proposed
Municipal First Party Cyber coverage	\$250,000 - Annual Aggregate	\$250,000 - Annual Aggregate
Municipal First Party Cyber coverage-common cause	\$10,000,000 - Pro Rata Shared Limit	\$10,000,000 - Pro Rata Shared Limit
Municipal First Party Cyber coverage – 12 Months	\$25,000,000 - Pro Rata Shared Limit	\$25,000,000 - Pro Rata Shared Limit

Deductibles/SIR	Expiring	Proposed
Deductible - Municipal First-Party Cyber coverage	\$250 - Per Occurrence	\$250 - Per Occurrence

Form Type	Expiring	Proposed
Form Type - Municipal First-Party Cyber	Occurrence	Claims Made
Retroactive Date		1/1/2015

Definition Of Claim:
Refer to attached policy form

Run Off Provisions:
Refer to attached policy form

Incident/Claim Reporting Provision:
Refer to attached policy form

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (60) days of the expiration date. The cost of this extended reporting period is 75% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

MFPC 11/25 Municipal First-Party Cyber coverage
MFPC-001 11/23 Special Shared Pool Limit

Exclusions (including but not limited to)

Cyber Liability – Damages caused to third party
Employee Dishonesty
War and Cyber Operations
Tangible Property
Money or Securities
Fraudulent Instruction Loss
Cyber events reported and accepted or discovered prior to the effective date of this covenant
External Mechanical Or Infrastructure Failure
City Boards, Commissions, Agencies, or Joint Powers unless named in the declarations
Computer equipment not owned or leased by the Insured

Other Significant Terms and Conditions/Restrictions:**Description**

The First-Party Cyber limit may be reduced by the Special Shared Pool Limit Endorsement
The Common Cause Pro Rata Shared Limit and the 12-Month Pro Rata Shared Limit are shared by all LMCIT members.
In the event that either of the shared limits are exhausted, some claims may be retroactively adjusted, which could include a recovery bill to the Insured.
Data Security Breach response costs include legal and information technology consulting, providing notice to affected persons, credit monitoring and identity theft services when responding to a breach.
Loss of revenue, extra expense, expediting expense, and accounts receivable caused by a cyber virus or hacking attack.
Cost to reproduce or restore electronic data that's been damaged or destroyed by unauthorized intrusive codes or programming, such as a virus, hacker, or similar attack
Cost to repair or replace computer equipment rendered non-functional for its intended purpose due to unauthorized intrusive codes or programming, such as a virus, hacker, or similar attack.

Municipal Package - Crime

Standard Coverages	Expiring	Proposed
Forgery or Alteration	\$250,000 - Per Occurrence	\$250,000 - Per Occurrence
Theft of Money and Securities	\$250,000 - Per Occurrence	\$250,000 - Per Occurrence
Credit Card Fraud	\$250,000 - Per Occurrence	\$250,000 - Per Occurrence

Standard Coverages	Expiring	Proposed
Auditing and Accounting Costs	not to exceed 25% of the amount of the covered loss	not to exceed 25% of the amount of the covered loss
Fraudulent Instruction Loss - Sublimit	\$50,000 - Per Occurrence	\$50,000 - Per Occurrence

Deductibles/SIR	Expiring	Proposed
Deductible - Crime - Per Occurrence	\$250	\$250

Form Type	Expiring	Proposed
Form Type - Crime	Loss Sustained	Loss Sustained

Endorsements (including but not limited to)
Municipal Crime Coverage MPCBP 11/25

Exclusions (including but not limited to)
Loss due to Employee Dishonesty
Government Action Exclusion
Accounting or Arithmetic Errors
Fire
Indirect loss
Legal Expenses
Nuclear Hazard
Vandalism
War
Cannabis products, except for low-potency edible cannabinoid products

Other Significant Terms and Conditions/Restrictions:

Description
Discovery Period for Loss: Losses discovered no later than 1 year from end of policy term
Coverage Territory: Anywhere in the world
Fraudulent Instruction Loss is limited to \$50,000

Municipal Package - Petrofund

Standard Coverages	Expiring	Proposed
Reimbursable Costs and Defense Costs	\$250,000 - Each Tank Release, Not to exceed 10% of total reimbursable costs	\$250,000 - Each Tank Release, Not to exceed 10% of total reimbursable costs
Reimbursable Costs and Defense Costs	\$250,000 - Aggregate	\$250,000 - Aggregate

Deductibles/SIR	Expiring	Proposed
Deductible - Petrofund	\$0	\$0

Defense Limitations	Expiring	Proposed
Petrofund	Defense Costs Are Reimbursed within Policy Limits (Expenses Erode Policy Limit)	Defense Costs Are Reimbursed within Policy Limits (Expenses Erode Policy Limit)

Form Type	Expiring	Proposed
Form Type - Petrofund	Claims Made	Claims Made
Retroactive Date - Petrofund	N/A	N/A
Pending & Prior Date - Petrofund	N/A	N/A
Incident/Claim Reporting Provision	Refer to attached policy form	Refer to attached policy form
Run Off Provisions	Refer to attached policy form	Refer to attached policy form

Definition Of Claim:
Refer to attached policy form

Endorsements (including but not limited to)
MPCBP 11/25 Municipal Petrofund Coverage

Exclusions (including but not limited to)
Failure to comply with requirements of Minn. Stat. Chapter 115C.09, subd.3 (i) and (j)

Other Significant Terms and Conditions/Restrictions:

Description
Perils Covered: Damage you are required to pay for taking corrective action and for compensating third parties for bodily injury and property damage caused by an accidental tank release
Supplemental to Minnesota Petrofund
Applies only to damages for which partial reimbursement has been received from Minnesota Petrofund
Requires compliance with all requirements of the Petroleum Tank Release Cleanup Act
Insured cannot waive immunities, defenses, or limitations on liability available under statute or common law
Reimbursement from Minnesota Petrofund is received without offset or reduction by reason of participation in this agreement
LMCIT has no duty to defend
Written notice required in the event of a loss

Municipal Package - Municipal Liability

Standard Coverages	Expiring	Proposed
Municipal Liability	\$2,000,000 - Per Occurrence	\$2,000,000 - Per Occurrence
Products Liability	\$3,000,000 - Annual Aggregate	\$3,000,000 - Annual Aggregate
Medical and Related Expense Limit	\$2,500 - Any One Person	\$2,500 - Any One Person
Medical and Related Expense Limit	\$10,000 - Per Occurrence	\$10,000 - Per Occurrence
Failure to Supply Claim Limit	\$3,000,000 - Annual Aggregate	\$3,000,000 - Annual Aggregate
EMF Claim Limit	\$3,000,000 - Annual Aggregate	\$3,000,000 - Annual Aggregate
Limited Contamination Liability Claim Limit	\$3,000,000 - Annual Aggregate	\$3,000,000 - Annual Aggregate
Outside Organization Claim Limit	\$100,000 - Annual Aggregate	\$100,000 - Annual Aggregate

Standard Coverages	Expiring	Proposed
System Security Breach Claim Limit	\$3,000,000 - Annual Aggregate	\$3,000,000 - Annual Aggregate
System Security Breach Regulatory Fines, Penalties, and Assessments - Sublimit	\$250,000 - Annual Aggregate	\$250,000 - Annual Aggregate
Land Use and Special Risk Litigation Limit	\$1,000,000 - Annual Aggregate	\$1,000,000 - Annual Aggregate
Sexual Abuse Claim	\$3,000,000 - Annual Aggregate	\$3,000,000 - Annual Aggregate
Organic Pathogen Liability - Sublimit	\$250,000 - Annual Aggregate	\$250,000 - Annual Aggregate
Wildfire Claim	\$3,000,000 - Annual Aggregate	\$3,000,000 - Annual Aggregate
Limited Law Enforcement Liability Assumed in a Contract Sublimit		\$200,000 - Aggregate

Deductibles/SIR	Expiring	Proposed
Deductible - Municipal Liability	\$250 - Per Occurrence	\$250 - Per Occurrence

Defense Limitations	Expiring	Proposed
Limited Contamination Liability Claim Limit	Within Policy Limits (expenses erode policy limit)/Limit includes damages, loss adjustment expense, defense costs, and supplementary payments	Within Policy Limits (expenses erode policy limit)/Limit includes damages, loss adjustment expense, defense costs, and supplementary payments
Outside Organization Claim Limit	Within Policy Limits (expenses erode policy limit)/Limit includes damages, loss adjustment expense, defense costs, and supplementary payments	Within Policy Limits (expenses erode policy limit)/Limit includes damages, loss adjustment expense, defense costs, and supplementary payments
Land Use and Special Risk Litigation Limit	Within Policy Limits (expenses erode policy limit)/Limit includes litigation costs, damages and supplementary payments	Within Policy Limits (expenses erode policy limit) Limit includes litigation costs
System Security Breach Claim Limit	Within Policy Limits (expenses erode policy limit)/Limit includes damages, loss adjustment expense, defense costs, and supplementary payments	Within Policy Limits (expenses erode policy limit)/Limit includes damages, loss adjustment expense, defense costs, and supplementary payments
Organic Pathogen Liability	Within Policy Limits (expenses erode policy limit)/Limit includes damages, loss adjustment expense, defense costs, and supplementary payments	Within Policy Limits (expenses erode policy limit)/Limit includes damages, loss adjustment expense, defense costs, and supplementary payments
Limited Law Enforcement Liability Assumed in a Contract Sublimit		Within Policy Limits (expense erode policy limit) Limit includes damages, loss adjustment expense, defense costs, and supplementary payments

Form Type	Expiring	Proposed
Form Type - Municipal Liability	Claims Made	Claims Made
Retroactive Date - Municipal Liability	01/25/1995	01/25/1995
Form Type - Limited Contamination Liability	Claims Made	Claims Made

Form Type	Expiring	Proposed
Retroactive Date - Limited Contamination Liability	01/25/1995	01/25/1995
Incident/Claim Reporting Provision	Refer to attached policy form	Refer to attached policy form
Run Off Provisions	Refer to attached policy form	Refer to attached policy form

Definition Of Claim:
Refer to attached policy form

Endorsements (including but not limited to)
CMC 11/25 Comprehensive Municipal Coverage
MGL-1 11/12 Municipal Liability Exposures

Exclusions (including but not limited to)
Liability assumed in contracts for anticipated or expected damages or are contrary to state law
Specialty Operations, including medical facilities, nursing or home care providers, child care operations
PFAS Claims Exclusion - UME-56 11/22
Damages arising out of ownership, operation, or maintenance of any cannabis business or the sale of cannabis products, except for low-potency edible cannabinoid products sold at both on and off sale municipal liquor stores
City Boards, Commissions, Agencies, or Joint Powers unless named in the declarations
Illegal sales of cannabis products, including low potency.
War and Nuclear Hazard
Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
Liquor Liability Exclusion
Aircraft Products and airport liability Exclusion
Pollution, except as provided in Limited Contamination Coverage
Professional Liability Exclusion for Attorneys (unless an employee of the city), architects, doctors of medicine, dentist, nurse, pharmacist, psychologists an employee of the city), Architects, and Medical Professionals
Failure or bursting of any Class I or Class II dam or similar structure
Fireworks
Stunting Activities and Motorized Amusement Devices Exclusion
Specialty operations, including medical facilities, nursing or home care providers, childcare operations
Independent Contractor Exclusion
City Boards, Commissions, Agencies, or Joint Powers unless named in the declarations
Bodily Injury to any employee or volunteer
Damages from detention or confinement, if over 30 days
Damages arising out of condemnation or adverse possession
Damages arising from or relating to bankruptcy
Damages arising from collective bargaining or employment contract
Damages for construction, operation, or maintenance of railroad track or rolling stock
Damages to your product, your work, or impaired property

Subject to Audit: Auditable during coverage period and up to one year thereafter

Auditable Exposures:

Class Code	Description	Exposure	Rate
	Average Expenditures	272,521	

Other Significant Terms and Conditions/Restrictions:

Description
Coverage territory is (a)The United States of America (including its territories and possessions, Puerto Rico and Canada, (b) International waters or airspace, (c) all parts of the world when suit is brought territory (a) above. See policy form.
Per occurrence limit is the maximum Limit of Liability under Coverage A (Municipal Liability) and Coverage C (Automobile Liability - Bodily Injury and Property Damage) combined
Insured cannot waive any immunities, limitations, or defenses imposed by or available under any statute or common law. Punitive or Exemplary Damages are excluded, except punitive damages claimed or levied against an officer, employee or volunteer of the city, provided they were acting in the performance of their duties and are not guilty of malfeasance in office, willful neglect or bad faith
Limited Contamination Claim is a defined list of pollution-type or contamination-type exposures, which include but are not limited to pesticide or herbicide application operations, lead and asbestos claims, mold claims, organic pathogens including virus, bacterium or other microorganisms, sewer back up claims. Damages arising out of the failure of a wastewater lagoon embankment is not excluded
Fellow Employee Exclusion is deleted
Employment Practices claims are included
Professional liability is included for member employees within the scope of their duties unless excluded. professional liability for nurses and psychologists are included when in capacity of EMT, paramedic, or first responder.
System Security Breach includes some types of claims that do not involve unauthorized acquisition of personal or confidential data
In situations where the insured does not consent to a settlement, they must cooperate with LMCIT so it can ensure that Medicare's financial interests are protected as required by federal regulations. Members who do not consent to settlement must defend and indemnify LMCIT for Medicare claims that result.
Land use and special risk litigation suit may not be settled without the approval of both LMCIT and the City

Municipal Package - Automobile

Standard Coverages (Symbol)	Expiring	Proposed
Physical Damage (Owned, Hired and Non-Owned)	\$2,000,000 maximum limit/Actual Cash Value, unless endorsed	\$2,000,000 maximum limit/Actual Cash Value, unless endorsed
Uninsured and Underinsured Motorist (Vehicles owned by the insured)	\$200,000 - Per Occurrence	\$200,000 - Per Occurrence
Automobile Liability (Owned, Hired and Non-Owned)	\$2,000,000 - Per Occurrence	\$2,000,000 - Per Occurrence
Basic Economic Loss Benefits (Vehicles owned by the insured)	Statutory - Basic MN Statutory Coverage	Statutory - Basic MN Statutory Coverage

Additional Coverages	Expiring	Proposed
Terrorism Losses- Special Pool Limit	\$1,000,000	\$1,000,000

Deductibles/SIR	Expiring	Proposed
Deductible - Automobile-All Coverages - Per Occurrence	\$250	\$250

Endorsements (including but not limited to)
A0010(11/25) Municipal Automobile Physical Damage Coverage
CMC 11/25 Comprehensive Municipal Coverage
ME079 11/23 Terrorism Losses - Special Pool Limit Endorsement

Exclusions (including but not limited to)
Physical Damage is excluded for city employee's and household personal vehicles
Expected or Intended Injury
Workers' Compensation and Employers Liability
Property Damage to Property Owned or Transported by you
Pollution
War
Wear and Tear
Freezing, except freezing of pumping apparatus of a fire truck or similar emergency vehicle
Mechanical or electrical breakdown
Stunting
Professional Liability Exclusion - MA081 1/25
Contractual - added back as noted

Auditable Exposures:

Description	Exposure
-	Hired and Non-Owned Automobile only

Auto Disclaimer:

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Other Significant Terms and Conditions/Restrictions:

Description
Includes coverage of auto damages caused by a computer virus or hacking attack
LMCIT Maximum Limit of Liability Per Occurrence is for Coverages A (Municipal Liability) and C (Automobile Liability-Bodily Injury and Property Damage) Combined
Coverage Territory is The United States of America (including its territories and possessions, Puerto Rico, and Canada)
Post factory auto attachments that are not standard from the factory are covered under the mobile property coverage
\$250,000 aggregate limit applies for organic pathogen claims under Municipal Liability and Automobile Liability
Sudden and Accidental Pollutant Cleanup, \$50,000 sublimit; \$100,000 annual aggregate

Defense Cost Reimbursement

<i>Carrier Information</i>	<i>Expiring</i>	<i>Proposed</i>
Policy Term	2/1/2024 - 2/1/2025	2/1/2025 - 2/1/2026
Carrier	League of Minnesota Cities Insurance Trust	League of Minnesota Cities Insurance Trust
A.M. Best Rating	Not Rated	Not Rated
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Annual	Annual
Payment Method	Direct Bill	Direct Bill

Premium & Exposures	Expiring	Proposed
Minimum Type	None	None
Estimated Cost	\$0.00	\$0.00

Standard Coverages	Expiring	Proposed
Agreement Term-Defense Cost Reimbursement – Per Member Official	\$50,000 - Annual Aggregate	\$50,000 - Annual Aggregate
Agreement Term-Defense Cost Reimbursement	\$250,000 - Annual Aggregate	\$250,000 - Annual Aggregate

Deductibles/SIR	Expiring	Proposed
Deductible - Defense Cost Reimbursement	Does not apply	Does not apply

Defense Limitations	Expiring	Proposed
Agreement Term-Defense Cost Reimbursement – Per Member Official	\$50,000- Within Policy Limits (expenses erode policy limit)	\$50,000- Within Policy Limits (expenses erode policy limit)
Agreement Term-Defense Cost Reimbursement	\$250,000 - Within Policy Limits (expenses erode policy limit)	\$250,000 - Within Policy Limits (expenses erode policy limit)

Form Type	Expiring	Proposed
Form Type - Defense Cost Reimbursement	Claims Made	Claims Made
Retroactive Date - Defense Cost Reimbursement	01/25/1995	01/25/1995
Incident/Claim Reporting Provision	Refer to attached policy form	Refer to attached policy form
Run Off Provisions	Refer to attached policy form	Refer to attached policy form

Definition Of Claim:
Refer to attached policy form

Endorsements (including but not limited to)
OMLRA-1 (11/23) Defense Cost Reimbursement Agreement

Exclusions (including but not limited to)
LMCIT will not pay for any penalties as a result of a violation of Minnesota Open Meeting Law

Other Significant Terms and Conditions/Restrictions:

<i>Description</i>
Coverage for suits against public officials in defending against Minnesota Open Meeting Law suits
City has freedom to choose an attorney
100% reimbursement of defense costs
LMCIT has no duty to provide defense

Premium Summary

The estimated program cost for the options are outlined in the following table:

<i>Line of Coverage</i>		<i>Expiring</i>		<i>Proposed</i>	
		League of Minnesota Cities Insurance Trust		League of Minnesota Cities Insurance Trust	
Municipal Package	Premium		\$2,772.00		\$2,736.00
	Estimated Cost*		\$2,772.00		\$2,736.00
	Change (\$)		-		(\$36.00)
	Change (%)		-		(1.30%)
		League of Minnesota Cities Insurance Trust		League of Minnesota Cities Insurance Trust	
Defense Cost Reimbursement	Premium		\$0.00		\$0.00
	Estimated Cost*				
	Change (\$)				
	Change (%)				
Total Program Cost			\$2,772.00		\$2,736.00

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from **League of Minnesota Cities Insurance Trust (League of Minnesota Cities Insurance Trust)** is valid until **1/23/2025**

Quote from **League of Minnesota Cities Insurance Trust (League of Minnesota Cities Insurance Trust)** is valid until **1/23/2025**

Gallagher is responsible for the placement of the following lines of coverage:

Municipal Package

Defense Cost Reimbursement

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
League of Minnesota Cities Insurance Trust (League of Minnesota Cities Insurance Trust)	Municipal Package	Annual	Direct Bill
League of Minnesota Cities Insurance Trust (League of Minnesota Cities Insurance Trust)	Defense Cost Reimbursement	Annual	Direct Bill

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all

other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Pollution
- Property - Mobile Property

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 1/20/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Package League of Minnesota Cities Insurance Trust
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Defense Cost Reimbursement League of Minnesota Cities Insurance Trust

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

- Pollution
- Property - Mobile Property

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct

and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

Company

Signature

Date: _____

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Middle St. Croix River Watershed Management Organization

<i>Coverage</i>	<i>Insurance Company</i>	<i>Wholesaler, MGA, or Intermediary Name¹</i>	<i>Est. Annual Premium²</i>	<i>Comm. % or Fee³</i>	<i>Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %</i>
Municipal Package	League of Minnesota Cities Insurance Trust (League of Minnesota Cities Insurance Trust)	N/A	\$2,736.00	10 %	
Defense Cost Reimbursement	League of Minnesota Cities Insurance Trust (League of Minnesota Cities Insurance Trust)	N/A	\$0.00	10 %	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Claims Reporting By Policy

Direct Reporting

Immediately report all claims for the following lines of coverage to the insurance carrier.

- **All Lines of Coverage included in this proposal:**
- League of Minnesota Cities Insurance Trust
- Email: claims@lmc.org
- Phone#: 800-925-1122 or 651-281-1286
- Fax# 651-281-1297 or 888-234-7839
- Mail: LMCIT Claims, 145 University Avenue, West St. Paul, MN 55103
- Access Claim forms or submit online: www.lmc.org/insurance-trust/claims/submit-claim-online/

COMPREHENSIVE MUNICIPAL COVERAGE

Various provisions in this covenant restrict coverage. Read the entire coverage agreement carefully to determine rights, duties and what is and is not covered.

The words *member* and *covered party* are defined under SECTION II - WHO IS COVERED.

Other words and phrases that appear in italics have special meaning, as given in SECTION IV - DEFINITIONS.

SECTION I: COVERAGES

COVERAGE A: MUNICIPAL LIABILITY COVERAGE (CLAIMS MADE BASIS)

1. COVERAGE AGREEMENT

- a. Except as otherwise provided in this agreement, *LMCIT* will pay on behalf of the *covered party* all sums which the *covered party* shall become legally obligated to pay as *damages* as a result of an *occurrence*, if the following conditions are met:
 - (1) The claim for such *damages* must be first made against the *covered party* during the coverage period; and
 - (2) The date of the *occurrence* giving rise to the claim for *damages* must be on or after the retroactive date, if any, shown in the Declarations; and
 - (3) The *occurrence* must have taken place in the *coverage territory*.
- b. *LMCIT* will have the right and duty to defend any such claim or *suit* seeking *damages*. *LMCIT* may, at its discretion, investigate any actual or potential claim; and unless the *member* has given notice as provided in SECTION VI - CONDITIONS, 7., *LMCIT* may settle any claim or *suit*.
- c. The amount *LMCIT* will pay for *damages* is limited as described in SECTION III - LIMITS OF COVERAGE.

2. CLAIM AND OCCURRENCE DATES

- a. For any claim for *damages*, the date of the *occurrence* shall be deemed to be as follows:
 - (1) For claims for *bodily injury* or *property damage*, the date of the *occurrence* is the date on which the *bodily injury* or *property damage* first took place or is alleged to have taken place.
 - (2) For any other claim for *damages*, the date of the *occurrence* is the date on which the *wrongful act* giving rise to the claim for *damages* took place or is alleged to have taken place. If the *damages* are alleged to have arisen from a series of *wrongful acts*, the date of the *occurrence* is deemed to be the date when the first such *wrongful act* took place or is alleged to have taken place.

If both (1) and (2) apply to claims for *damages* arising from a single *occurrence*, the date of the *occurrence* is the earlier of the dates defined by (1) and (2), respectively.

- b. For any claim for *damages*, the date the claim is made is deemed to be as follows:
 - (1) For any employment liability claim, the claim is deemed to have been made on the earliest of:
 - (a) The date the claimant files a charge with the Federal Equal Employment Opportunity Commission, the Commissioner of the Minnesota Department of Human Rights, or a local Human Rights Commission as defined in Minnesota Statute §363.01, subd. 23, whichever comes first; or
 - (b) The date when notice of claim for *damages* is received by any *covered party* or by *LMCIT*, whichever comes first.
 - (2) For any Health Insurance Portability and Accountability Act (HIPAA) claim, the claim is deemed to have been made on the earliest of:
 - (a) The date the claimant files a complaint with the Federal Health and Human Services Office for Civil

Rights; or

- (b) The date when notice of claim for *damages* is received by any *covered party* or by *LMCIT*, whichever comes first.
 - (3) For any other claim for *damages*, the claim is deemed to have been made when notice of such claim is received and recorded by any *covered party* or by *LMCIT*, whichever comes first.
 - (4) All claims for *damages* arising from a single *occurrence* will be deemed to have been made at the time the first of those claims is made against any covered party.
- c. All claims resulting from one or more *personal injustices* and *related personal injustices* will be deemed to constitute a single *personal injustice* claim and will be deemed first made when the first of such claims is made against a *covered party*.

All *bodily injury*, *personal injury*, and *supplementary payments* at issue in a single *personal injustice* claim will be deemed to arise out of one *occurrence*, without regard to the number of:

- (1) *Personal injustices*,
- (2) *Covered parties*, claims made, or *suits* brought,
- (3) Claimants making claims or bringing *suits*,
- (4) Years in which *personal injustices* are alleged to have been sustained or to have continued, or
- (5) Breaches of any legal obligation or duty to any one or more persons arising out of any *personal injustices*.

The date of such *occurrence* will be deemed to be the date of the first *personal injustice* for which the *covered party* is actually or allegedly legally responsible.

- d. All *sexual abuse claims* resulting from one or more acts committed by the same perpetrator or two or more perpetrators acting in concert will be deemed to constitute a single *sexual abuse claim* and will be deemed first made when the first of such claims is made against a *covered party*.

All *bodily injury*, *personal injury*, and *supplementary payments* at issue in a single *sexual abuse claim* will be deemed to arise out of one *occurrence*, without regard to the number of:

- (1) Acts taking place thereafter,
- (2) Victims,
- (3) Locations where the acts took place,
- (4) Coverage periods over which the acts took place, or
- (5) Breaches of any legal obligation or duty to any one or more persons arising out of any sexual abuse.

The date of such *occurrence* will be deemed to be the date of the first act committed by the same perpetrator or two or more perpetrators acting in concert for which the *covered party* is actually or allegedly legally responsible.

3. EXCLUSIONS

This coverage does not apply to:

- a. *Damages* for which the *covered party* is liable by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for *damages*:

- (1) Assumed in a contract or agreement that is a *covered contract*; or

COVENANT NUMBER: CMC 1002264_Q-7

(2) The covered party would have in the absence of the contract or agreement.

Provided, however, that any coverage which might be available because subpart (1) or (2) applies shall be subject to exclusions b. through bb. below.

b. *Damages* for which the *covered party* may be liable by reason of the Minnesota Civil Damages Act (M.S. §340A.801-340A.802), or any other law governing liability for illegal sales of alcoholic beverages.

c. *Bodily injury* to:

(1) An employee of the *member* arising out of and in the course of employment by the *member*; or

(2) *Damages* to the spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the *member* may be liable as an employer or in any other capacity; and

(2) To any obligation to share *damages* with or repay someone else who must pay *damages* because of the injury.

This exclusion does not apply to liability assumed by the *covered party* under a *covered contract*.

d. Any *pollution claim*. But this exclusion does not apply to:

(1) Any *limited contamination liability claim*;

(2) Any claim arising out of the discharge of mace, tear gas, or similar agent, if such discharge was for the purpose of protecting persons or property or incident to an arrest;

(3) Any claim for damages included in the *products hazard*.

e. *Damages* arising out of the ownership, maintenance, use or entrustment to others of any *aircraft*, *auto* or *watercraft* owned or operated by or rented or loaned to any *covered party*. Use includes operation and *loading or unloading*.

This exclusion does not apply to:

(1) A *watercraft* while ashore on premises the *member* owns or rents;

(2) A *watercraft* that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an *auto* on, or on the ways next to, premises the *member* owns or rents, provided the *auto* is not owned by or rented or loaned to the *covered party*.

f. *Damages* due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

g. *Property damage* to:

(1) Premises the *member* sells, gives away or abandons, if the *property damage* arises out of any part of those premises;

(2) *Your product* arising out of it or any part of it.

COVENANT NUMBER: CMC 1002264_Q-7

- h. *Damages* claimed for any repair or replacement of *your work*.
- i. *Damages* claimed for any loss, cost or expense incurred by the *member* or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (1) *Your product*;
 - (2) *Your work*; or
 - (3) *Impaired property*;if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- j. *Bodily injury* to any volunteer while acting on behalf of the *member* if the volunteer is an employee within the meaning of a workers' compensation law or similar law, or is covered under a voluntary endorsement to a workers' compensation insurance policy.
- k. *Damages* for *bodily injury, property damage* or *personal injury* arising out of the *member's* ownership, operation or maintenance of any airport. This exclusion does not apply to a heliport that is not held out for public use.
- l. *Damages* for *bodily injury, property damage* or *personal injury* arising out of the *member's* ownership, construction, operation or maintenance of any railroad track or *rolling stock*.
- m. *Damages* for *bodily injury, property damage, or personal injury* arising out of the *member's* ownership, operation or maintenance of any:
 - (1) Medical clinic;
 - (2) Licensed hospital, boarding care home, outpatient surgical center, or supervised living facility;
 - (3) Licensed psychiatric hospital;
 - (4) Mental health clinic;
 - (5) Licensed nursing home or home care providers;
 - (6) Registered housing with services establishments; or
 - (7) Licensed child care program, except that this exclusion shall not apply to:
 - (a) A "drop-in child care program" as defined under Minnesota Statutes, section 245A.02, subd.6a; or
 - (b) A summer day camp, holiday break camp, or similar program.
- n. *Damages* arising out of the rendering of or failure to render professional services by any professional listed below:
 - (1) Attorney, unless the attorney is an employee of the *member* and not an independent contractor, and the professional services are within the scope of the attorney's duties as a *member* employee, including professional services performed for any of the *member's* boards, commissions, authorities or agencies, or *joint powers entities* in which the *member* participates.
 - (2) Architect.
 - (3) Doctor of medicine.
 - (4) Doctor of osteopathic medicine.

COVENANT NUMBER: CMC 1002264_Q-7

- (5) Doctor of optometry.
- (6) Podiatrist.
- (7) Physical assistant.
- (8) Veterinarian.
- (9) Dentist.
- (10) Dental therapist authorized to dispense and administer under Minnesota Statutes, chapter 150A.
- (11) Nurse, except that this exclusion shall not apply to:
 - (a) Claims arising from the nurse's activities in the capacity of an emergency medical technician, paramedic or first responder; or
 - (b) Claims arising from the nurse's activities in administering vaccinations or immunizations to *member* employees or volunteers.
- (12) Pharmacist.
- (13) Psychologist, except that this exclusion shall not apply to claims arising from the psychologist's activities in the capacity of an emergency medical technician, paramedic or first responder.
- (14) Engineer, unless the engineer is an employee of the *member* and not an independent contractor, and the professional services are within the scope of the engineer's duties as a *member* employee, including professional services performed for any of the *member's* boards, commissions, authorities or agencies, or *joint powers entities* in which the *member* participates.
- (15) Surveyor, unless the surveyor is an employee of the *member* and not independent contractor, and the professional services are within the scope of the surveyor's duties as a *member* employee, including professional services performed for any of the *member's* boards, commissions, authorities or agencies, or *joint powers entities* in which the *member* participates.

o. *Damages* arising out of the failure or bursting of any:

- (1) Class I or Class II dam as classified by the Commissioner of the Department of Natural Resources pursuant to Minnesota Rules §6115.0340; or
- (2) Any dike, levee or similar structure.

This exclusion does not apply for wastewater lagoon embankments.

p. *Damages* arising out of the *member's* ownership, sponsorship or operation of:

- (1) *Motorized amusement rides*, if the power supply motor is rated at greater than 5 horsepower;
- (2) Any *mobile equipment, automobile, snowmobile or motorcycle* in any pre-arranged racing, pulling, pushing, speed, or demolition contest or exhibition, or in any pre-arranged *stunting activity*;
- (3) Any pre-arranged racing, pulling, pushing, speed, or demolition contest or exhibition involving the use of *mobile equipment, automobiles, snowmobiles or motorcycles*;
- (4) Rodeos;
- (5) Fireworks displays or exhibitions; or
- (6) Any pre-arranged *stunting activity*.

- q. *Damages* arising from or relating to the detention or confinement of any person(s) in:
 - (1) Any jail, holding cell or similar detention facility, which the *member* owns, operates or maintains, if the date of the *occurrence* causing such *damages* takes place after a continuous detention or confinement period of 30 days, or
 - (2) Any detention facility which is intended and regularly used for confinement of persons for periods in excess of 30 days.
- r. *Damages* arising out of the activities of any of the following *member* boards, commissions, or agencies:
 - (1) Gas, electrical or steam utilities commission;
 - (2) Port authority, housing and redevelopment authority, economic development authority, area or municipal redevelopment authority, or similar agency;
 - (3) Municipal power agency; or
 - (4) Municipal gas agency,unless such board, commission, authority, or agency is named in the Declarations, in which case the *member* will also be covered to the extent of coverage provided under this covenant to the named board, commission, authority or agency for *damages* arising out of the activities of the respective named board, commission, authority or agency.
- s. *Damages* arising out of the activities of a *joint powers entity* in which the *member* is or was a member unless the *joint powers entity* is named in the Declarations.
- t. *Damages* arising out of condemnation, inverse condemnation, adverse possession, or dedication by adverse use. This exclusion does not apply to any claim for taking of property wherein the taking of property is incident to an arrest or for the purpose of protecting persons or property in an emergency.
- u. Any criminal proceedings or proceedings under the open meeting law against any *covered party*.
- v. *Damages* with respect to any claim(s) made by *LMCIT* or the *member* against any other *covered party*.
- w. Any claim for *damages* asserted in any *land use and special risk litigation*.
- x. *Damages* arising from or relating to the actual, pending, or threatened bankruptcy of the *member*.
- y. *Damages* arising from a collective bargaining agreement or employment contract between the *member* and one or more of its employees, except for a *covered contract*.
- z. Any *PFAS* claims as set forth in the UME-56 endorsement "*PFAS Claims Exclusion*".
- aa. *Damages* for *bodily injury, property damage, or personal injury* arising out of the *member's*:
 - (1) Ownership, operation or maintenance of any *cannabis business*; or
 - (2) The sale of *cannabis products*.This exclusion does not apply for *low potency edible cannabinoid products* sold from a licensed retailer of alcoholic beverages or on- or off-sale municipal liquor store.
- bb. *Damages* for which the *covered party* may be liable by reason of M.S. § 342.81, or any other law governing liability for illegal sales of cannabis.

COVERAGE B. MEDICAL AND RELATED EXPENSE

1. COVERAGE AGREEMENT

COVENANT NUMBER: CMC 1002264_Q-7

- a. LMCIT will pay to or for each person who sustains *bodily injury* caused by accident all reasonable *medical and related expense* incurred within one year from the date of the accident as a result of such *bodily injury*, provided such *bodily injury* arises out of a condition in the *covered premises*.
- b. The amount LMCIT will pay for *medical and related expense* is limited as described in SECTION III - LIMITS OF COVERAGE.

2. EXCLUSIONS

LMCIT will not pay expenses for *bodily injury*:

- a. Arising out of the operation or use of any snowmobile or *trailer* designed for use therewith;
- b. Included within the *products hazard*;
- c. Arising out of operations performed for the *member* by an independent contractor other than:
 - (1) Maintenance and repair of the *covered premises*; or
 - (2) Structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- d. To any tenant or other person regularly residing on the *covered premises*;
- e. To any other tenant if the *bodily injury* occurs on that part of the *covered premises* rented from the *member*;
- f. To any person while engaged in maintenance and repair of the *covered premises* or alteration, demolition or new construction at such premises;
- g. To any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- h. To a member or guest of any club, tourist court or trailer park operated or owned by the *member*; or
- i. For any injury for which the injured party has received or is entitled to receive workers' compensation benefits.

The exclusions of the MUNICIPAL LIABILITY COVERAGE PART (COVERAGE A) also apply to this Coverage Part as respects *bodily injury*.

3. ADDITIONAL DEFINITIONS

When used herein:

Covered premises means all premises owned or rented to the *member* with respect to which the *member* is afforded coverage for *bodily injury* liability under this covenant, and includes the ways immediately adjoining on land; however, *covered premises* does not include streets, sidewalks, or boulevards that do not abut a *member* owned building or *member* owned parking lot.

Medical and related expense means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, necessary ambulance, hospital, professional nursing and funeral services, and replacement or repair of damaged eyeglasses or clothing.

4. ADDITIONAL CONDITION MEDICAL REPORTS; PROOF AND PAYMENT OF CLAIM

As soon as practicable, the injured person or someone on his behalf shall give to LMCIT written proof of claim, under oath if required, and shall, after each request from LMCIT, execute authorization to enable LMCIT to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by LMCIT

COVENANT NUMBER: CMC 1002264_Q-7

when and as often as *LMCIT* may reasonably require. *LMCIT* may pay the injured person or any person or organization rendering the services, and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any *covered party* or of *LMCIT*.

COVERAGE C. AUTOMOBILE LIABILITY - BODILY INJURY AND PROPERTY DAMAGE

1. COVERAGE AGREEMENT

LMCIT will pay on behalf of the *covered party* all sums which the *covered party* shall become legally obligated to pay as *damages* because of *bodily injury* or *property damage* to which this coverage applies, caused by an *occurrence* and arising out of the ownership, maintenance or use, including *loading or unloading*, of any *automobile*. This coverage applies only to *bodily injury* or *property damage* which occurs during the coverage period and within the *coverage territory*.

LMCIT will have the right and duty to defend any *suit* seeking those *damages*. However:

- a. The amount *LMCIT* will pay for *damages* is limited as described in SECTION III - LIMITS OF COVERAGE.
- b. *LMCIT* may, at its discretion, investigate any *occurrence* and settle any claim or *suit* that may result.

2. EXCLUSIONS

This coverage does not apply to:

- a. Any obligation for which the *covered party* or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- b. *Bodily injury* to:

- (1) An employee of the *member* arising out of and in the course of employment by the *member*; or
- (2) *Damages* to the spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the *member* may be liable as an employer or in any other capacity; and
- (2) To any obligation to share *damages* with or repay someone else who must pay *damages* because of the injury.

This exclusion does not apply to liability assumed by the *covered party* under a *covered contract*.

- c. *Property damage* to property owned by the *covered party*.
- d. *Bodily injury* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing.
- e. Any *pollution claim* or *limited contamination liability claim*. But this exclusion does not apply to: 1. *organic pathogen claims* or; 2. *limited auto pollution claims*.
- f. *Damages* for which the *covered party* is liable by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for *damages*:
 - (1) Assumed in a contract or agreement that is a *covered contract*; or
 - (2) The *covered party* would have in the absence of the contract or agreement.
- g. Liability arising from use of an *owned automobile* or *hired automobile* in any pre-arranged racing, pulling, pushing,

speed or demolition contest or exhibition, or in any pre-arranged *stunting activity*.

3. ADDITIONAL DEFINITIONS

These additional definitions apply for purposes of COVERAGE C:

Automobile business means the business or occupation of selling, repairing, servicing, storing or parking *automobiles*.

Hired automobile means an *automobile* not owned by and is used under contract on behalf of, or loaned to, the *member*.

Owned automobile means an *automobile* owned by the *member*.

Trailer includes *semi-trailer* but does not include *mobile equipment*.

COVERAGE D. LAND USE AND SPECIAL RISK LITIGATION

1. COVERAGE AGREEMENT

Except as provided below, for any *land use and special risk litigation* which is first filed or served by or against the *member* or a *member* officer or employee during the annual coverage period of this agreement, LMCIT will pay the following on the *member's* behalf:

- a. 85% of the first \$250,000 of *litigation costs* which are incurred after the litigation has been reported to LMCIT; and 60% of any *litigation costs* in excess of \$250,000 which are incurred after the litigation has been reported to LMCIT; and
- b. 50% of any necessary legal fees for counsel to represent the *member* which the *member* incurs prior to reporting the litigation to LMCIT.

This coverage shall not apply to any *land use and special risk litigation* which is first reported to LMCIT more than one year after the date on which the litigation was first filed or served by or against the *member* or a *member* officer or employee.

The amount LMCIT will pay for *litigation costs* for *land use and special risk litigation* covered under this section is limited as described in SECTION III - LIMITS OF COVERAGE.

The amount LMCIT pays for *litigation costs* for *land use and special risk litigation* is subject to the Municipal Liability Deductible shown in the Municipal Liability Declarations or the General Annual Aggregate Deductible, if any, shown in the Common Coverage Declarations.

2. LITIGATION MANAGEMENT

For any *land use and special risk litigation*, legal counsel will be selected by mutual agreement of the *member* and LMCIT.

If LMCIT and the *member* are not able to agree on selection of counsel, LMCIT will provide a list of five attorneys experienced in *land use and special risk litigation* matters; and the *member* will select legal counsel from that list.

A *land use and special risk litigation suit* may not be settled without the approval of both LMCIT and the *member*.

3. ADDITIONAL DEFINITIONS

This additional definition applies for the purpose of COVERAGE D.

Litigation costs means:

- a. Costs for legal counsel appointed pursuant to 2. LITIGATION MANAGEMENT, above;

- b. Necessary legal fees for counsel to represent the *member* which the *member* incurs prior to reporting the litigation to *LMCIT*;
- c. Necessary litigation expenses other than legal fees;
- d. *Damages* which the *member* is required to pay; and
- e. *Supplementary payments* made or incurred as defined in SECTION V - *SUPPLEMENTARY PAYMENTS*.

4. SPECIAL PROVISIONS - INTER-MEMBER LITIGATION

The following special provisions shall apply only to coverage for any *land use and special risk litigation* in which: 1) An opposing litigant is also a *member* of the *LMCIT* property/casualty program; and 2) The litigation is also a covered claim for the opposing litigant under COVERAGE D of the opposing litigant's *LMCIT* municipal liability coverage:

- a. Legal counsel will be selected as provided above, but *LMCIT* will not otherwise participate in the management of the litigation.
- b. Any settlement of the litigation involving a payment of *damages* must be approved by *LMCIT*.
- c. The percentage *LMCIT* will pay of any *litigation costs* will be one-half of the percentages specified in COVERAGE D. 1. COVERAGE AGREEMENT.
- d. *LMCIT's* total liability to the *member* for *litigation costs* for the litigation shall not exceed \$500,000. This does not increase the annual aggregate limit as described in SECTION III - LIMITS OF COVERAGE, 9.

COVERAGE E. UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

1. COVERAGE AGREEMENT

- a. *LMCIT* agrees to provide *uninsured and underinsured motorists coverage*.
- b. The amount *LMCIT* will pay for *uninsured and underinsured motorists coverage* is limited as described in SECTION III-LIMITS OF COVERAGE.

2. ADDITIONAL DEFINITIONS

These additional definitions apply for purposes of COVERAGE E:

Covered motor vehicle means any *motor vehicle* that is owned by the *member*.

Uninsured and underinsured motorists coverage means amounts due to such persons, in such amounts and for such *covered motor vehicles* in accordance with and as may be required, limited or excluded by the terms, definitions, limitations, conditions and exclusions of the Minnesota No-Fault Act, Minnesota Statutes §65B.41 to §65B.71 in no greater amount or scope than required by said Statute unless a contrary intent is clearly and unequivocally stated herein.

But *uninsured and underinsured motorists coverage* does not include punitive or exemplary *damages*.

Uninsured motor vehicle and underinsured motor vehicle have the meaning given them in the Minnesota No-Fault Automobile Insurance Act, Minnesota Statutes §65B.41 to §65B.71.

COVENANT NUMBER: CMC 1002264_Q-7

Motor vehicle has the meaning given it in the Minnesota No-Fault Automobile Insurance Act, Minnesota Statutes §65B.41 to §65B.71 but for the purposes of this coverage, *motor vehicle* also includes motorcycles, as defined under the Act, and vehicles exempted from tax, fees, or plate displays as listed in Minnesota Statute §168.012 Subd.1.

When necessary to determine the application of this policy under Minnesota Statute §65B.49 Subd.(3a) *occupying* means in, or upon a *motor vehicle*.

3. ADDITIONAL CONDITIONS

These additional conditions apply for purposes of COVERAGE E:

Any amount payable under this coverage will be reduced by:

- a. All sums paid or payable under any workers compensation, disability benefits or similar law; and
- b. All sums paid by or for anyone who is legally responsible, including all sums paid under Comprehensive Municipal Coverage, Coverage
- c. Automobile Liability-*Bodily Injury and Property Damage*.

The COMMON CONDITIONS also apply unless they are in conflict with the Minnesota No-Fault Automobile Insurance Act, Minnesota Statutes §65B.41 to §65B.71.

COVERAGE F. BASIC ECONOMIC LOSS BENEFITS COVERAGE

1. COVERAGE AGREEMENT

- a. LMCIT agrees to provide *basic economic loss benefits*.
- b. The amount LMCIT will pay for *basic economic loss benefits* is limited as described in SECTION III-LIMITS OF COVERAGE.

2. ADDITIONAL DEFINITIONS

These additional definitions apply for purposes of COVERAGE F.

Covered motor vehicle means any *motor vehicle* that is owned by the *member*.

Basic economic loss benefits means benefits to such persons, in such amounts and for such *covered motor vehicles* in accordance with and as may be required, limited or excluded by the terms, definitions, conditions limitations and exclusions of the Minnesota No-Fault Automobile Insurance Act, Minnesota Statutes §65B.41 to §65B.71 in no greater amount and scope than required by said statute unless a contrary intent is clearly and unequivocally stated herein.

Motor vehicle has the meaning given it in the Minnesota No-Fault Automobile Insurance Act, Minnesota Statutes §65B.41 to §65B.71 but for the purposes of this coverage, *motor vehicle* also includes motorcycles, as defined under the Act, and vehicles not required to be registered pursuant to Chapter 168, but which otherwise meets the definition of a *motor vehicle* under the Act.

3. ADDITIONAL CONDITIONS

This additional condition applies for purposes of COVERAGE F.

The COMMON CONDITIONS also apply unless they are in conflict with the Minnesota No-Fault Automobile Insurance Act, Minnesota Statutes §65B.41 to §65B.71.

SECTION II - WHO IS COVERED

- 1. *Member* means the *member* or other governmental body or entity first named in the Declarations. Unless specifically

COVENANT NUMBER: CMC 1002264_Q-7

named in the Declarations, *member* shall not include any of the following:

- a. Gas, electrical or steam utilities commission;
- b. Port authority, housing and redevelopment authority, economic development authority, area or municipal redevelopment authority or similar agency;
- c. Municipal power agency;
- d. Municipal gas agency;
- e. Welfare or public relief agency;
- f. School board; or
- g. *Joint powers entity*; but the following are deemed to be a covered *joint powers entity* under this agreement:
 - (1) A joint planning board created pursuant to an orderly annexation agreement, pursuant to Minnesota Statute 462.3585, or pursuant to a joint resolution between the *member* and a township; or
 - (2) A joint airport zoning board created pursuant to Minnesota Statute 360.063.

2. For purposes of COVERAGE A and COVERAGE D, *covered party* means:

- a. The *member*, and any other entity named in the Declarations;
- b. For actions within his duties as such, any present or former:
 - (1) Member of the city council;
 - (2) Member of a *member* board, commission, or committee which is not excluded by the definition of *member*;
 - (3) Elected or appointed official of the *member*;
 - (4) Employee of the *member*;
 - (5) Volunteer person or organization while acting on behalf of the *member* and subject to the *member's* direction and control;
 - (6) Other authorized person or agent of the *member* while acting on behalf of the *member*;
 - (7) *Relief associations* of the *member* and its members, officers, and employees; or
 - (8) Person while acting in the administrative capacity of medical director or medical advisor to the *member* ambulance service, whether that person is a volunteer, an employee, or an independent contractor.

Notwithstanding any other provision of subdivision b, (1) through (8), an independent contractor is not a *covered party* for purposes of COVERAGE A and COVERAGE D, except

- i. When acting in the administrative capacity of medical director or medical advisor to the *member* ambulance service, or
- ii. When serving as a member of a committee, subcommittee, board, or commission of the *member*, or when representing the *member* as a member of a committee, subcommittee, board, or commission.

c. With respect to a *joint powers entity* named in the Declarations:

COVENANT NUMBER: CMC 1002264_Q-7

- (1) The *joint powers entity*;
- (2) While acting on behalf of the *joint powers entity*, or with respect to liability arising out of the activities of the *joint powers entity*, any present or former:
 - (a) Governmental member of the *joint powers entity*, unless prohibited by law;
 - (b) Elected or appointed official of the governmental member;
 - (c) Employee of the governmental member; or
 - (d) Other authorized person or agent of the governmental member, but excluding independent contractors.

3. For purposes of COVERAGE A, *covered party* also means:

Any person or organization from whom the *Member* leases premises or equipment that is not an *automobile* and to whom the *Member* is contractually obligated to have named as an additional *covered party* under this agreement, but:

- a. Only with respect to, and to the extent of claims made against the additional *covered party* by reason of act or omission of the *Member* or its agents or employees and not by reason of act or omission of the additional *covered party* or its agents or employees;
- b. Only with respect to *bodily injury, property damage, and personal injury*; and
- c. Only with respect to acts and omissions of the *Member* occurring during the terms of the lease.

4. For purposes of COVERAGE C, *covered party* means:

- a. The *member*, and any other entity named in the Declarations with respect to any *automobile*;
- b. Any present or former elected or appointed official, employee or volunteer of the *member* with respect to any *automobile* while such *automobile* is or was being used in the business of the *member*;
- c. Any person or organization from whom a *covered party* hires or borrows a *trailer* which is connected to an *owned automobile*;
- d. Any person while using an *owned automobile* or *hired automobile* only while such *automobile* is or was used with the *member's* permission.
- e. Any other person or organization but only with respect to his or its liability because of acts or omissions of a *covered party* under a., b., c. or d. above.

For purposes of COVERAGE C, none of the following is a *covered party*:

- a. Any person or organization from whom a *covered party* hires or borrows an *automobile* that is not a *trailer*. Any person or organization from whom a *covered party* hires or borrows an *automobile* that is not a *trailer*.
- b. Any person while employed in or otherwise engaged in duties in connection with an *automobile business*, other than an *automobile business* operated by the *member*.
- c. Any person while *loading or unloading an automobile*, other than:
 - (1) A *member* officer, employee, or volunteer; or
 - (2) A lessee or borrower of an *owned automobile* or their employees.

5. For purposes of this COVERAGE E, *covered party* means:

Anyone occupying a covered motor vehicle.

For purposes of COVERAGE E, none of the following is a covered party:

Anyone using a covered motor vehicle while such covered motor vehicle was used without the member's permission.

6. For purposes of COVERAGE F, covered party means:

Anyone entitled to benefits as may be required, limited or excluded by the terms, definitions, conditions and exclusions of the Minnesota No-Fault Automobile Insurance Act, Minnesota Statutes §65B.41 to §65B.71.

For purposes of COVERAGE F, none of the following is a covered party:

Anyone using a covered motor vehicle while such covered motor vehicle was used without the member's permission

SECTION III - LIMITS OF COVERAGE

1. The Limits of Coverage shown in the Declarations and the rules below, except as otherwise described, fix the most LMCIT will pay as damages under each coverage part regardless of the number of:
 - a. Covered parties;
 - b. Claims made or suits brought; or
 - c. Persons or organizations making claims or bringing suits.
2. LMCIT's maximum limit of liability for COVERAGES A and C combined shall be the per occurrence limit shown in the Declarations whether the claim or claims fall under COVERAGE A, COVERAGE C, or both.
3. The Limits of Coverage shown in the Declarations, except as otherwise described, apply only to the damages under each Coverage Part in excess of the Municipal Liability Deductible shown in the Municipal Liability Declarations or the General Annual Aggregate Deductible, if any, shown in the Common Coverage Declarations, and the Limits of Coverage will be reduced by the Deductible amount.
4. The Products Annual Aggregate Limit is the most LMCIT will pay under COVERAGE A for damages included in the products hazard.
5. The Medical and Related Expense Limit is the most LMCIT will pay under COVERAGE B for all medical expenses because of bodily injury sustained by any one person, and the occurrence limit is the most LMCIT will pay under COVERAGE B for all medical expenses because of bodily injury to two or more persons resulting from one occurrence.
6. The Limited Contamination Liability Claim Annual Aggregate Limit is the most LMCIT will pay during the annual coverage period for:
 - a. Limited contamination liability claims for COVERAGE A;
 - b. Organic pathogen claims for COVERAGE C.; and
 - c. Limited auto pollution claims for Coverage C.

The Limited Contamination Liability Claim Annual Aggregate Limit is the most LMCIT will pay during the annual coverage period whether the claim or claims fall under COVERAGE A, COVERAGE C, or both. The Limited Contamination Liability Claim Annual Aggregate Limit applies to the sum of damages and loss adjustment expense, including defense costs and supplementary payments as defined in SECTION V - SUPPLEMENTARY PAYMENTS.

COVENANT NUMBER: CMC 1002264_Q-7

As part of and not in addition to the *Limited Contamination Liability Claim* Annual Aggregate Limit, the most LMCIT will pay for *Excavation and Dredging claims* is \$250,000 during the annual coverage period. This sublimit applies to the sum of *damages* and loss adjustment expense, including defense costs and *supplementary payments* as defined in SECTION V *SUPPLEMENTARY PAYMENTS*.

As part of and not in addition to the *Limited Contamination Liability Claim* Annual Aggregate Limit, the most LMCIT will pay for *organic pathogen claims* is \$250,000 during the annual coverage period. This sublimit applies to the sum of *damages* and loss adjustment expense, including defense costs and *supplementary payments* as defined in SECTION V *SUPPLEMENTARY PAYMENTS*.

As part of and not in addition to the *Limited Contamination Liability Claim* Annual Aggregate Limit, the most LMCIT will pay for *limited auto pollution claims* is \$50,000 per *occurrence* and \$100,000 during the annual coverage period. This sublimit applies to the sum of *damages* and loss adjustment expense, including defense costs and *supplementary payments* as defined in SECTION V. *SUPPLEMENTARY PAYMENTS*.

7. The *Failure to Supply Claim* Annual Aggregate Limit is the most LMCIT will pay for *damages for failure to supply claims* during the annual coverage period.
8. The *EMF Claim* Annual Aggregate Limit is the most LMCIT will pay for *damages for EMF claims* during the annual coverage period.
9. LMCIT's total liability for *litigation costs*, as defined in SECTION I - COVERAGE D, *LAND USE AND SPECIAL RISK LITIGATION*, for all *land use and special risk litigation* which is first filed or served against the *member* during the annual coverage period of this agreement shall not exceed \$1,000,000, regardless of the number of *suits*, defendants, or claimants.
10. The *Outside Organization Claim* Annual Aggregate Limit is the most LMCIT will pay for *outside organization claims* during the annual coverage period. The *Outside Organization Claim* Limit applies to the sum of *damages* and loss adjustment expense, including defense costs and *supplementary payments* as defined in SECTION V- *SUPPLEMENTARY PAYMENTS*.
11. The *System Security Breach Claim* Annual Aggregate Limit is the most LMCIT will pay for *damages for system security breach claims* during the annual coverage period.

As part of and not in addition to the *System Security Breach Claim* Annual Aggregate Limit, the most LMCIT will pay for the sum of *data security breach regulatory fines and penalties* and *payment card industry fines and penalties* is \$250,000 during the annual coverage period. This sublimit applies to the sum of *damages* and loss adjustment expense, including defense costs and *supplementary payments* as defined in SECTION V - *SUPPLEMENTARY PAYMENTS*.

12. The *Per Occurrence* Limit is the most LMCIT will pay for *damages for a single sexual abuse claim*. Only the covenant or other coverage agreement and corresponding *Per Occurrence* Limit in effect when a *sexual abuse claim* is deemed first made will apply to such claim, regardless whether:
 - a. LMCIT issued such covenant or other coverage agreement, or
 - b. LMCIT insured the *covered party* under one or more covenants in effect after such covenant or other coverage agreement.

Subject to the foregoing, the *sexual abuse claim* Annual Aggregate Limit is the most LMCIT will pay for *damages for sexual abuse claims* under this covenant.

13. The *Uninsured and Underinsured Motorists* Limit as stated in the Declarations is the most LMCIT will pay under COVERAGE E for *uninsured and underinsured motorists coverages* in any one accident regardless the number of:
 - a. *Covered motor vehicles*;
 - b. *Covered parties*;

COVENANT NUMBER: CMC 1002264_Q-7

- c. Claims made; or
 - d. *Motor vehicles* involved in the accident.
14. The *Basic Economic Loss Benefits* Limit as stated in the Declarations is the most *LMCIT* will pay under COVERAGE F to one person for *basic economic loss benefits* and the party to whom this policy is issued specifically rejects its right, if any it may have, to elect to add two or more policies or limits together unless otherwise clearly and unequivocally stated herein.
 15. *LMCIT* shall not be obligated under this covenant to pay any claim or judgment or to defend any *suit* after the applicable limit of *LMCIT*'s coverage has been exhausted. However, to the extent that *LMCIT* provides excess liability coverage, subject to the terms of the excess coverage, *LMCIT* shall continue to defend *suits* jointly under this covenant and the excess covenant until the applicable excess limits have been exhausted by payment of judgment or settlements.
 16. For any Annual Aggregate Limit shown in the Declarations, the limit shall apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage period shown in the Declarations, unless the coverage period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of coverage.
 17. The *wildfire claim* Annual Aggregate Limit is the most *LMCIT* will pay for *damages* for *wildfire claims* during the annual coverage period.
 18. The *Limited Law Enforcement Service Contract Claim* Annual Aggregate Limit is the most *LMCIT* will pay for *limited law enforcement service contract claims* during the annual coverage period. The *Limited Law Enforcement Service Contract Claim* Limit applies to the sum of *damages* and loss adjustment expense, including defense costs and *supplementary payments* as defined in SECTION V-SUPPLEMENTARY PAYMENTS.
 19. The Per *Occurrence* Limit is the most *LMCIT* will pay for *damages* for a single *personal injustice* claim. Only the covenant or other coverage agreement and corresponding Per *Occurrence* Limit in effect when a *personal injustice* claim is deemed first made will apply to such claim, regardless whether:
 - a. *LMCIT* issued such covenant or other coverage agreement, or
 - b. *LMCIT* insured the *covered party* under one or more covenants in effect after such covenant or other coverage agreement.

SECTION IV – DEFINITIONS

1. *Advertisement* means a notice that is broadcast or published to the general public or specific market segments about the *member's* goods, products or services for the purpose of attracting customers or supporters.
2. *Aircraft* means a vehicle designed for the transport of persons or property principally in the air, including airplanes, helicopters, blimps, hot air balloons, and gliders.
3. *Asbestos claim* means any claim for *damages* arising directly or indirectly out of, resulting from, caused by or contributed to by:
 - a. The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
 - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
 - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a. and b. above; or

- d. Any obligation of the *covered party* to indemnify any party in connection with subparagraphs a., b. or c. above.
4. *Automobile (auto)* means a land *motor vehicle, trailer or semi-trailer* designed for travel on public roads, including any attached machinery or equipment.
5. *Bodily injury* means *bodily injury*, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. *Cannabis business* means any cannabis microbusiness, mezzobusiness, cultivator, manufacturer, retailer, wholesaler, transporter, testing facility, event organizer, or delivery service; or any medical cannabis cultivator, processor, retailer, or combination business, as described in MN Statute 342.01, Subd. 14.
7. *Cannabis product* means any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.
8. *Computer equipment* means programmable electronic equipment that is used to store, retrieve, and process data; and associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.
9. *Coverage territory* means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or *damages* do not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or *damage* arises out of:
 - (a) Goods or products made or sold by the *member* in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on the *member's* business; and
 - (2) The *covered party's* responsibility to pay *damages* is determined in a *suit* on the merits, in the territory described in a. above or in a settlement *LMCIT* agrees to.
10. *Covered contract* means an indemnification of a municipality as required by ordinance, or that part of any collective bargaining, employment, or other contract or agreement pertaining to the *member's* business under which the *member* assumes the tort liability of another to pay *damages* to a third person or organization, if the contract or agreement is made prior to the date of the *occurrence* giving rise to the *damages*. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- With respect only to *data security breach claims*, *covered contract* also means that part of a *merchant services agreement* pertaining to *payment card industry fines and penalties*.
- Covered contract* does not include that part of any contract or agreement
- a. That indemnifies or agrees to defend any person or organization for *damages* by fire to premises rented or loaned to the *member*; or
 - b. That indemnifies or agrees to defend any person or organization for *damages* arising out of such person's or organization's operation, maintenance or use of any *auto* not owned by or rented or loaned to a *covered party*.

COVENANT NUMBER: CMC 1002264_Q-7

- c. That indemnifies any person or organization for; *property damage* to any adjacent property of others during a construction, demolition, or excavation project intended, expected or reasonably foreseeable by such person or organization or by any *covered party*; or
- d. That is contrary to or unenforceable under State law, including without limitation Minnesota Statutes § 15.71-15.74.

11. *Damages* means money *damages*, and includes awards for attorneys' fees with respect to *suits* alleging violations under federal civil rights laws, state human rights laws or the federal or state constitution.

With respect to any *land use and special risk litigation*, *damages* also includes amounts the *member* is obligated to pay for loss of use of property during the time prior to a final determination by the court that enforcement of a land use, zoning, subdivision, or similar ordinance or regulation constitutes a taking of private property.

With respect to any *data security breach claim*, *damages* also includes *data security breach regulatory fines and penalties* and *payment card industry fines and penalties*.

Damages does not include any of the following:

- a. Any obligation of a *covered party* under a workers' compensation, disability benefits, or unemployment compensation law or any similar law, except this exclusion does not apply to obligations arising under Minnesota Statutes, section 176.82.
- b. Exemplary *damages* or punitive *damages* except punitive *damages* claimed or levied against an officer, employee or volunteer of the *member*, provided that the officer, employee or volunteer:
 - (1) Was acting in the performance of the duties of the position; and
 - (2) Was not guilty of malfeasance in office, willful neglect of duty, or bad faith.
- c. Fines or penalties imposed by law, except *data security breach regulatory fines and penalties*.
- d. Injunctive or equitable relief, or quasi-judicial or administrative orders.
- e. Repayment of any tax, assessment, fee, or other charge that was wrongfully obtained, or any interest on, or any other amount claimed for loss of use of, such tax, assessment, fee, or other charge.
- f. Amounts paid or payable for the purchase or permanent acquisition of property or property rights, or for the right to permanently enforce an ordinance, regulation, or restriction on the use of property.
- g. Amounts owed pursuant to the explicit terms of any contractual obligation, including but not limited to amounts due under the terms of any *member debt obligations*, except for liability:
 - (1) Assumed in a *covered contract*; or
 - (2) Assumed in an employment contract between the *member* and its employees.
- h. With respect to any litigation relating to *member debt obligations*, any profit, advantage or remuneration to which the *covered party* was not legally entitled.
- i. Any back wages or employment benefits for work that has been performed by the employee making the claim, except for any of the following:
 - (1) Back wages or benefits owed because of a violation of the wage and hour provisions of the federal or state Fair Labor Standards Acts; or
 - (2) Back wages or benefits owed because of a violation of any state or federal statute prohibiting discrimination in

COVENANT NUMBER: CMC 1002264_Q-7

employment based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

j. Any claimed increases in wages and employment benefits for work to be performed in the future by the employee making the claim.

12. *Data security breach claim* means any claim for *damages* arising out of actual or potential unauthorized acquisition of data that:

- a. Compromises the security, confidentiality, or integrity of personal information; or
- b. Contains data classified as private or confidential by the Minnesota Government Data Practices Act.

For purposes of this section, "Personal information" means:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements, when the data element is not secured by encryption or another method of technology that makes electronic data unreadable or unusable, or was secured and the encryption key, password, or other means necessary for reading or using the data was also acquired:

(1) Social Security number;

(2) Driver's license number or Minnesota identification card number; or

(3) Account number or credit or debit card number, in combination with any required security codes, access code, or password that would permit access to an individual's financial account.

13. *Data security breach regulatory fines and penalties* means monetary fines or penalties that the *member* is legally obligated to pay to, and as a result of a demand brought by or on behalf of, a governmental or regulatory authority resulting from a *data security breach claim* involving the actual unauthorized acquisition of data.

14. *Electronic data* means programmed and recorded material stored on *computer equipment* or *electronic media*, and programming records used for electronic data processing, or electronically controlled equipment. *Electronic data* is not tangible property.

15. *Electronic media* means *electronic data* processing or storage media such as films, tapes, discs, drums or cells.

16. *EMF claim* means any claim for *damages* arising out of the actual or alleged exposure to electromagnetic fields, electromagnetic radiation or stray voltage.

17. *Excavation and dredging claim* means any claim for *damages* arising out of the deposit of excavated or dredged *pollutants* when the excavation or dredging was undertaken to construct, maintain, repair, or reconstruct the *member's* streets, ditches, sanitary sewer, storm sewer, drainage, or water supply systems, or electric, gas, cable communication, or other public utilities.

18. *Failure to supply claim* means any claim for *damages* arising out of the complete or partial failure to supply water, electricity, gas, steam, telecommunications, or electronic data transmission service.

19. *Fungus(es)* includes, but is not limited to, any form or type of mold, mushroom or mildew.

20. *Impaired property* means tangible property, other than *your product* or *your work*, that cannot be used or is less useful because:

a. It incorporates *your product* or *your work* that is known or thought to be defective, deficient, inadequate or dangerous; or

b. The *member* has failed to fulfill the terms of a contract or agreement;

COVENANT NUMBER: CMC 1002264_Q-7

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of *your product* or *your work*; or
- (2) The *member's* fulfilling the terms of the contract or agreement.

21. *Joint powers entity* means an operating entity created by two or more governmental units entering into an agreement as provided by statute for the joint exercise of governmental powers. An intergovernmental agreement will be deemed to create a *joint powers entity* if the agreement establishes a board with the effective power to do any of the following, regardless of whether the specific consent of the constituent governmental units may also be required:

- a. To receive and expend funds;
- b. To enter into contracts;
- c. To hire employees;
- d. To purchase or otherwise acquire and hold real or personal property; or
- e. To sue or be sued.

22. *Land use and special risk litigation* means:

- a. Any litigation relating to:
 - (1) The *member's* regulation of the use of land or real property with a land use, zoning, subdivision, or similar ordinance or regulation; or
 - (2) The regulation of the use of land or real property owned, leased, or rented by the *member* with a land use, zoning, subdivision, or similar ordinance or regulation.
- b. Any litigation relating to the *member* participation in or financing of any housing, development, or redevelopment project.
- c. Any litigation relating to the granting, refusal, interpretation, or enforcement of any franchise, ordinance, permit, license, or other mechanism through which the *member* authorizes or regulates parties other than the *member*, with regard to the provision of telecommunications, electricity, gas, heat, sewage treatment or refuse collection within the *member*.
- d. Any litigation relating to the *member* authority to engage in enterprise operations. "Enterprise operations" means any arrangement under which the *member* offers goods or services for a fee, including but not limited to sales of utilities, telecommunications services, refuse collection, and liquor.
- e. Any litigation relating to *member debt obligations*.

Any litigation meeting the criteria listed above will be considered to be *land use and special risk litigation* in its entirety, regardless of whether the litigation may assert other claims as well.

But *land use and special risk litigation* does not include litigation:

- a. That seeks only compensation or other relief for an actual or alleged physical occupation, invasion, or use of property by the *member*;
- b. That seeks only a reduction or invalidation of a special assessment;
- c. That seeks only compensation for *damages* based on the *member's* actual or alleged negligent inspection or enforcement of the state building, plumbing, electrical, fire, or similar state codes;

COVENANT NUMBER: CMC 1002264_Q-7

- d. That seeks only amounts owed pursuant to the explicit terms of any contractual obligation, including but not limited to any *member debt obligations*;
 - e. That was initiated by the *member* to enforce a building, zoning, subdivision, or similar ordinance or regulation related to the use of property, unless that litigation also involves a challenge to the constitutionality or interpretation of the ordinance or regulation or to the legal authority of the *member* to enact it;
 - f. That is a criminal prosecution by the *member*;
 - g. That is brought by *LMCIT* or the *member* against any other *covered party*;
 - h. That arises from or is related to the actual, pending or threatened bankruptcy of the *member*; or
 - i. That makes only a *pollution claim*
23. *Lead claim* means any claim for *damages* arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
 - b. The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;
 - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a. or b. above; or
 - d. Any obligation of the *covered party* to indemnify any party in connection with subparagraphs a., b. or c. above.
24. *Limited auto pollution claim* means any claim for *damages* resulting from the actual, alleged, or threatened accidental discharge, dispersal, release, or escape of *pollutants* arising out of the ownership, maintenance or use, including *loading or unloading* of any *automobile* which:
- a. Begins and ends within 72 hours; and
 - b. Is not a repeat or resumption of a previous discharge, dispersal, release, or escape of the same type of *pollutant* from essentially the same source within 12 months of a previous discharge, dispersal, release, or escape.
25. *Limited contamination liability claim* means:
- a. Any claim for *damages* arising out of pesticide or herbicide application operations;
 - b. Any claim for *damages* which arises from the accidental rupture, backup, or overflow of the *member's* sanitary sewer, storm sewer, or water supply systems;
 - c. Any *excavation and dredging claim*.
- Limited contamination liability claim* also includes the following, unless the actual, alleged, or threatened existence, discharge, dispersal, seepage, migration, release, or escape of *pollutants* occurred or is alleged to have occurred at or from any landfill, dump, or other site or location presently or formerly used by or for the *member* or others for the handling, storage, disposal, processing, or treatment of *pollutants*:
- d. Any claim for *damages* resulting from an actual, alleged, or threatened accidental existence, discharge, dispersal, seepage, migration, release, or escape of *pollutants* which begins and ends within 72 hours;
 - e. Any *lead claim* or *asbestos claim*;
 - f. Any *mold claim*;

COVENANT NUMBER: CMC 1002264_Q-7

- g. Any *organic pathogen claim*;
- h. Any claim for *damages* arising from an actual, alleged, or threatened existence, discharge, dispersal, seepage, migration, release, or escape of *pollutants* at or from premises not presently or formerly owned, rented, leased, used, or occupied by the *member*;
- i. Any claim for *damages* arising out of heat, smoke, or fumes from a hostile fire or controlled burn. A hostile fire is fire which becomes uncontrollable or breaks out from where it was intended to be.

But *limited contamination claim* does not include:

- a. Any *PFAS* claims as set forth in the UME-56 endorsement "*PFAS Claims Exclusion*".
26. *Limited law enforcement service contract* means a contract for law enforcement services for which the *member* pays a fee to an entity that does not have the liability coverage through *LMCIT* in exchange for law enforcement services. A mutual aid agreement or agreement that creates a *joint powers entity* is not a *limited law enforcement service contract*.
27. *Limited law enforcement service contract claim* means a claim for which the *member* is obligated to defend or indemnify the service provider for claims arising out of the service provider's acts, errors, or omissions under the terms of the *limited law enforcement service contract*.
28. *LMCIT* means the League of Minnesota Cities Insurance Trust.
29. *Loading or unloading* means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an *aircraft*, *watercraft* or *auto*;
 - b. While it is in or on an *aircraft*, *watercraft* or *auto*; or
 - c. While it is being moved from an *aircraft*, *watercraft* or *auto* to the place where it is finally delivered; but *loading or unloading* does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the *aircraft*, *watercraft* or *auto*.
30. *Low Potency edible cannabinoid product* means products that fall within the requirements specified in MN Statute 151.72, Subd. 4., 5., and 5a.
31. *Member debt obligations* means bonds, notes, financing certificates, lease-purchase agreements, or other similar debt instruments or financial obligations proposed, guaranteed, approved, issued, or entered into by the *member*.
32. *Merchant services agreement* means an agreement between the *member* and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling the *member* to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.
33. *Mobile equipment* means any of the following types of land vehicles, other than *automobiles*, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts, snowmobiles and other vehicles designed for use principally off public roads;
 - b. Vehicles that travel on crawler treads;
 - c. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - d. Vehicles not described in a., b., or c. above that are not self-propelled and are maintained primarily to provide

COVENANT NUMBER: CMC 1002264_Q-7

mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment;
- (2) Cherry pickers and similar devices used to raise or lower workers; or

e. Vehicles not described in a., b., or c. above maintained primarily for purposes other than the transportation of persons or cargo.

34. *Mold claim* means any claim for *damages* arising directly or indirectly out of, resulting from, caused by, or contributed to by:

- a. Any *fungus(es)* or *spore(s)*;
- b. Any solid, liquid, vapor, or gas produced by or arising out of any *fungus(es)* or *spore(s)*;
- c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any *fungus(es)* or *spore(s)*;
- d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for *fungus(es)* or *spore(s)*;
- e. The actual or threatened abatement, mitigation, removal or disposal of *fungus(es)* or *spore(s)* or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any *fungus(es)* or *spore(s)*;
- f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a., b., c., d., or e. above; or
- g. Any obligation of the *covered party* to indemnify any party in connection with subparagraphs a., b., c., d., e., or f. above.

35. *Motorized amusement ride* means a mechanical bull or similar device, motorized carnival ride, or other motorized device that carries or conveys passengers along, around, or over a fixed or restricted route or course for the primary purpose of giving its passengers amusement, pleasure, thrills, or excitement.

36. *Occurrence* means:

- a. With respect to COVERAGE A, a *wrongful act* or a series of related *wrongful acts*. Series of related *wrongful acts* means all *wrongful acts* that are temporally, logically or causally connected by any common fact, circumstances, situation, transaction, advice or decision. All resulting injury, loss or *damage* shall be deemed to have occurred at the time of the first *wrongful act* alleged to have resulted in any such injury, loss or *damage*.
- b. With respect to COVERAGE C, an accident, including continuous or repeated exposure to substantially the same general harmful condition.

Provided that for purposes of SECTION III - LIMITS OF COVERAGE, *occurrence* has the same meaning as it does for purposes of the applicable statute establishing monetary limits on the *member's* tort liability.

37. *Organic pathogen* means any disease-producing organic agent, including but not limited to a virus, bacterium, or other microorganism.

38. *Organic pathogen claim* means any claim for *damages* arising directly or indirectly out of, or resulting from, caused by, or contributed to by any *organic pathogen*.

COVENANT NUMBER: CMC 1002264_Q-7

39. *Outside organization claim* means any claim for *damages* against a *member* officer, employee, or volunteer, arising from his or her activities as a *member* or officer of any formally organized membership association, any professional organization, or any private non-profit or for-profit corporation, if the *member* determines that the individual's membership and participation in that association, organization, or corporation are within the scope of the individual's duties as a *member* officer, employee, or volunteer. But *outside organization claim* does not include any claim arising from the activities of any entity listed in SECTION II-WHO IS COVERED, 1., a-g., or any entity that is a *covered party* under this covenant.

40. *Payment card industry fines and penalties* means monetary fines, penalties or assessments that are owed under the terms of a *merchant services agreement*, but only where such fines or penalties result from both the *member's* noncompliance with published Payment Card Industry Data Security Standards and from a *data security breach claim* involving the actual unauthorized acquisition of data.

Payment card industry fines and penalties does not include charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.

41. *Personal injury* means injury other than *bodily injury*, arising out of one or more of the following offenses:

- a. False arrest, detention, or imprisonment, or malicious prosecution.
- b. The publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.
- c. Wrongful entry or eviction, or other invasion of the right of private occupancy.
- d. Assault or battery committed for the purpose of protecting persons or property or incident to an arrest.
- e. The use of another's advertising idea in *your advertisement*.
- f. Infringing upon another's copyright, trade dress or slogan in *your advertisement*.

42. *Personal injustice(s)* means any actual or alleged false, negligent, malicious, or wrongful arrest, detention, imprisonment, prosecution, or conviction, as well as any of the following offenses alleged in a claim or *suit* that also alleges false, negligent, malicious, or wrongful arrest, detention, imprisonment, prosecution, or conviction:

- a. Violation of civil rights;
- b. Libel;
- c. Slander;
- d. Defamation;
- e. False light;
- f. Invasion of privacy; or
- g. Failure of *your* law enforcement department and its employees to follow departmentally approved policy(ies) or procedure(s).

including but not limited to any actual or alleged emotional distress, physical injury, mental anguish, or other injury, loss, or *damage* resulting from any of the foregoing.

Personal injustices also include *related personal injustices*.

43. *Pollutants* means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

44. *Pollution claim* means:

COVENANT NUMBER: CMC 1002264_Q-7

- a. Any direction, demand, or request by the government or any other entity or person that the *member* or any other entity test for, monitor, clean up, remove, contain, treat, detoxify or neutralize *pollutants*; or
 - b. Any claim for *damages* arising out of the actual, alleged, or threatened existence, discharge, dispersal, seepage, migration, release or escape of *pollutants*:
 - (1) At or from premises the *member* owns, rents, leases, uses, or occupies, and premises the *member* no longer owns, rents, leases, uses, or occupies;
 - (2) At or from any landfill, dump, or other site or location presently or formerly used by or for the *member* or others for the handling, storage, disposal, processing or treatment of *pollutants*;
 - (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the *member* or any person or organization for whom the *member* may be legally responsible; or
 - (4) At or from any site or location on which the *member* or any contractors or subcontractors working directly or indirectly on the *member's* behalf are or have been performing operations:
 - (a) If the *pollutants* are brought on or to the site or location in connection with such operations; or
 - (b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the *pollutants*.
45. *Products hazard* includes all *damages* arising out of *your product* except that the *products hazard* does not include any of the following:
- a. *Damages* which arise from products that are still in the *member's* physical possession;
 - b. *Damages* which arise out of the actual, alleged, or threatened existence, discharge, dispersal, seepage, migration, release or escape of *pollutants* at or from any landfill, dump, or other site or location presently or formerly used by or for the *member* or others for the handling, storage, disposal, processing, or treatment of *pollutants*;
 - c. *Damages* which arise out of the actual, alleged, or threatened existence, discharge, dispersal, seepage, migration, release or escape of *pollutants* which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the *member* or any person or organization for whom the *member* may be legally responsible;
 - d. *Damages* which arise out of the actual, alleged, or threatened existence, discharge, dispersal, seepage, migration, release or escape of *pollutants* at or from any site or location on which the *member* or any contractor or subcontractors working directly or indirectly on the *member's* behalf are or have been performing operations if the operations are to test for, monitor, clean up, remove, treat, detoxify or neutralize the *pollutants*; or
 - e. *Damages* which arise out of pesticide or herbicide application operations.
 - f. *Damages* which arise out of any *PFAS* claims as set forth in the UME-56 endorsement "*PFAS Claims Exclusion*".
46. *Property damage* means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
47. *Related personal injustices* mean all *personal injustices* that are temporally, logically, or causally connected by any common fact, circumstances, situation, transaction, advice, or decision. All resulting injury, loss or *damage* shall be deemed to have occurred at the time of the first *personal injustice* alleged to have resulted in any such injury, loss, or *damage*.
48. *Relief association* means the following:

COVENANT NUMBER: CMC 1002264_Q-7

- a. A *relief association* as defined under Minnesota Statute §424A.001, subd. 4; or
- b. A *relief association* that has elected to continue to be in existence under the provisions of Minnesota Statute §353G.06.

49. *Rolling stock* means any railroad locomotive, cars or other equipment designed to be used on railroad tracks.

50. *Sexual abuse claim* means any claim for *damages* arising out of:

- a. Actual or alleged sexual abuse, sexual molestation, sexual exploitation, of any one or more persons, or any related unwelcome or offensive conduct of sexual nature, whether physical, verbal or written (including conduct using visual images or through electronic means) directed against any one or more persons, including any conduct that causes, grooms, or is intended to cause or groom any one or more persons to engage in any act of a sexual nature or is done to arouse or satisfy a sexual desire of anyone; or

b. Negligent:

- (1) Employment;
- (2) Investigation;
- (3) Supervision;
- (4) Reporting to proper authorities, or failure to so report; or
- (5) Retention;

of a person or persons for whom any *covered party* is or ever was legally responsible and whose conduct is described in subparagraph a. above of this definition; or

- c. Breach of any legal obligation duty owed to any one or more persons arising out of any conduct described in subparagraph a. or b. above of this definition.

51. *Spore(s)* include any reproductive body produced by or arising out of any *fungus(es)*.

52. *Stunting activity* means any pre-arranged, organized or publicized event, feat or performance which:

- (a) Involves a demonstration or display of notable strength, skill, speed, or endurance; and which
- (b) Involves a significant risk of serious injury to the participant, performer, or others.

But *stunting activity* does not include common traditional athletic events such as hockey, baseball, softball, football, basketball, wrestling, soccer, gymnastics, track and field events, or bicycle racing.

53. *Suit* means a civil proceeding in which *damages* to which this coverage applies are alleged. *Suit* includes an arbitration proceeding alleging such *damages* to which the *member* must submit or submit with *LMCIT's* consent. *Suit* does not mean any criminal proceeding against any *covered party* or any open meeting law proceeding, unless *damages* are also claimed in that proceeding.

The following are also deemed a *suit* for *damages*:

- a. A charge of employment discrimination filed with the Federal Equal Employment Opportunity Commission, the Commissioner of the Minnesota Department of Human Rights, or a local human rights commission as defined in Minnesota Statute §363.01, subd 23; or
- b. A complaint filed with the Federal Health and Human Services Office for Civil Rights alleging any breach of the responsibilities, obligations or duties imposed by the Health Insurance Portability and Accountability Act (HIPPA) and any rules or regulations promulgated thereunder.

54. *System security breach claim* means:

- a. A *data security breach claim*; or
 - b. Any other claim for *damages* arising out of the unauthorized intrusive codes or programming, such as computer viruses or hacking, or other unauthorized access into *your computer equipment, electronic data or electronic media*.
55. *Wrongful act* means any actual or alleged error, statement, act, omission, offense, neglect, accident, or violation. Violation includes violation of any rights, immunities, or privileges secured by the Constitution and Laws of the United States of America.

56. *Your product* means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) The *member*;
 - (2) Others trading under the *member's* name; or
 - (3) A person or organization whose business or assets the *member* has acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

57. *Your work* means:

- a. Improvements, alterations or other work the *member* performs on the property of others.
- b. *Your work* includes warranties or representations made any time with respect to the fitness, quality, durability; or performance of any items included in a. above.

58. *Wildfire claim* means any claim for *damages* arising directly or indirectly out of, resulting from, caused by, or contributed to by an unplanned fire that burns in an area of combustible vegetation.

SECTION V - SUPPLEMENTARY PAYMENTS

With respect to any claim or *suit* LMCIT defends under COVERAGES A, C, AND D, LMCIT will pay *supplementary payments*.

Supplementary payments means:

- 1. All expenses LMCIT incurs.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the coverage applies. LMCIT does not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amount within the applicable limit of coverage. LMCIT does not have to furnish these bonds.

COVENANT NUMBER: CMC 1002264_Q-7

4. All reasonable expenses incurred by the *covered party* at *LMCIT's* request, to assist it in the:
 - a. Investigation or defense of the claim or *suit*; or
 - b. Litigation of any *land use and special risk litigation* which is filed or served.

Reasonable expenses include the actual loss of earnings per day because of time off from work.

5. All costs taxed against the *covered party* in the *suit*.
6. Prejudgment interest awarded against the *covered party* on that part of the judgment *LMCIT* pays. If *LMCIT* makes an offer to pay the applicable limit of coverage, *LMCIT* will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before *LMCIT* has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limits of coverage.
8. Up to \$200,000 for all awards for attorneys' fees pursuant to a statute, but this *supplementary payment* does not include:
 - a. Awards for attorney fees with respect to *suits* alleging violations under federal civil rights laws, state human rights laws or the federal or state constitution; or
 - b. Attorneys' fees awarded for an act, error, omission or violation which *LMCIT* does not have a duty to indemnify pursuant to SECTION VI - CONDITIONS, 1.

SECTION VI – CONDITIONS

1. LIMITATIONS ON *LMCIT'S* DUTY TO INDEMNIFY

LMCIT's duty to pay on behalf of or to indemnify a *covered party* other than the *member* shall not apply to any act, error, omission, or violation:

- a. Which constitutes malfeasance in office; or
- b. Which constitutes willful neglect of duty; or
- c. Which constitutes bad faith; or
- d. For which the *member* is not authorized to indemnify any person by statute; or
- e. Which constitutes dishonesty on the part of a *covered party*; or
- f. Which constitutes the willful violation of a statute or ordinance by any official, employee, or agent of the *member*.

The terms "malfeasance", "willful neglect of duty", and "bad faith" shall be given the same meaning in this covenant as given in the applicable statute with respect to the *member's* duty to defend or indemnify its officers, employees or agents.

2. FINANCIAL RESPONSIBILITY LAW

When this covenant is certified as proof of financial responsibility for the future under the provisions of any *motor vehicle* financial responsibility law, such coverage as is afforded by this covenant shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law.

3. COVERED PARTY'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

- a. In the event of a claim or *suit*, notice containing particulars sufficient to identify the *covered party* and also

COVENANT NUMBER: CMC 1002264_Q-7

reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the *covered party* to LMCIT or any of its authorized agents as soon as practicable.

The *member* shall promptly take, at its own expense, all reasonable steps to prevent *damages* from arising out of the same or similar conditions; provided that:

- (1) A failure to take such preventative measures shall not constitute a breach of this condition unless LMCIT has requested the *member* in writing to undertake such preventative measures; and
- (2) Such expense shall not be recoverable under this covenant.

Notice of *damages* or injury is not notice of a claim.

- b. If claim is made or *suit* is brought against the *covered party*, the *covered party* shall immediately forward to LMCIT every demand, notice, summons or other process received by him or his representative.
- c. With respect to any incident or *occurrence* for which no claim for *damages* has been made but that might result in a covered claim for *damages* under this covenant, LMCIT shall have the right, at its discretion and at its expense, to associate with the *covered party* in the investigation, handling and defense of such matter, in which event LMCIT and the *covered party* shall mutually cooperate.

4. EXTENDED REPORTING PERIOD

- a. LMCIT will provide one or more extended reporting periods, as described below, if:
 - (1) COVERAGE A is canceled or not renewed; or
 - (2) LMCIT renews or replaces COVERAGE A with coverage that:
 - (a) Has a retroactive date later than the date shown on the Declarations page; or
 - (b) Does not apply on a claims made basis.
- b. A basic extended reporting period of 60 days from the end of the coverage period is automatically provided without additional charge.
- c. A supplemental extended reporting period of unlimited duration is available, but only by an endorsement and for an extra charge. The supplemental extended reporting period starts 60 days after the end of the coverage period.

The *member* must give LMCIT a written request for the endorsement within 60 days after the end of the coverage period. The supplemental extended reporting period will not go into effect unless the *member* pays the additional premium promptly when due.

The additional premium for the supplemental extended reporting period will be a percentage of the annual expiring premium for COVERAGE PART A.

Number of Years Since

Retroactive Date Shown

<u>on Declarations Page</u>	<u>Additional Cost</u>
1	55.0%
2	57.0%
3	60.3%

COVENANT NUMBER: CMC 1002264_Q-7

4	65.9%
5, 5+	70.8%

- d. An extended reporting period does not extend the coverage period or change the scope of coverage provided. It applies only if the date of the *occurrence* giving rise to the claim for *damages* is after the retroactive date and before the end of the coverage period.

Claims for *damages* which are first received and recorded during the basic extended reporting period (or during the supplemental extended reporting period, if it is in effect) will be deemed to have been made on the last day of the coverage period.

Once in effect, extended reporting periods may not be canceled.

- e. Extended reporting periods do not reinstate or increase the limits of coverage applicable to any claim to which this coverage part applies.
- f. Neither the basic extended reporting period nor the supplemental extended reporting period is applicable to, and no extended reporting period is provided for, the following:

(1) Any *limited contamination liability claim*; or

(2) Any *land use and special risk litigation*.

5. ACTION AGAINST LMCIT

No action shall lie against *LMCIT* unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this covenant, nor until the amount of the *covered party's* obligation to pay shall have been fully determined either by judgment against the *covered party* after actual trial or by written agreement of the *covered party*, the claimant and *LMCIT*.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this covenant to the extent of the coverage afforded by this covenant. No person or organization shall have any right under this covenant to join *LMCIT* as a party to any action against the *covered party* to determine the *covered party's* liability, nor shall *LMCIT* be impleaded by the *covered party* or his legal representative.

Bankruptcy or insolvency of the *covered party* or of the *covered party's* estate shall not relieve *LMCIT* of any of its obligations hereunder.

6. WAIVER OF STATUTORY LIABILITY LIMITATIONS

- a. It is the express intent of the *member* and of *LMCIT* that the procurement of this covenant shall not waive any monetary limits of liability provided by Minnesota Statute §466.04 by any comparable or successor statute, or by common law, which may be applicable to any *covered party*; and that any previous waiver of liability limits is revoked to the extent that it may apply to claims covered under this covenant.
- b. It is the express intent of the *member* and of *LMCIT* that the procurement of this covenant shall not waive any other immunities, limitations, or defenses imposed by or available under any statute or common law which is applicable to any *covered party*.

7. CONSENT TO SETTLE

The *member* may prohibit *LMCIT* from settling any claim or *suit* against a *covered party* without the *member's* consent, as provided below:

- a. At any time before *LMCIT* has offered or made a settlement of a claim or *suit*, the *member* may notify *LMCIT* that

COVENANT NUMBER: CMC 1002264_Q-7

LMCIT may not settle the claim or *suit* without the *member's* consent. The *member* must give a separate notice for each claim or *suit* which the *member* intends to prohibit *LMCIT* from settling without the *member's* consent.

- b. If the *member* notifies *LMCIT* that the claim or *suit* may not be settled without the *member's* consent, the *member* must designate an individual authorized to give or refuse consent on the *member's* behalf. The *member's* notice must include the name, address, and telephone number of the individual authorized to give or refuse consent on the *member's* behalf.
- c. If the *member* has notified *LMCIT* that the claim or *suit* may not be settled without the *member's* consent, *LMCIT* will notify the *member* of the terms and conditions of any proposed settlement. If the *member* does not consent to the proposed settlement, the *member* must notify *LMCIT* within 14 days of the date the *member* receives notice of the proposed settlement, unless the *member* and *LMCIT* have mutually agreed to a longer or shorter period. If within that time the *member* does not notify *LMCIT* that the *member* does not consent to the settlement, the *member* will be deemed to have consented to the settlement.
- d. If the *member* refuses to consent to a settlement recommended by *LMCIT*, *LMCIT* will not be liable for any excess amount. Excess amount means the sum of all *damages* and legal defense costs for the claim or *suit* minus the sum of:
 - (1) The amount of the settlement proposed by *LMCIT*; and
 - (2) Any costs of defense incurred before the date of the *member's* refusal. Any excess amount shall not be included in the calculation of *damages* for purposes of any applicable Municipal Liability Deductible or General Annual Aggregate Deductible.
- e. If the *member* refuses to consent to a settlement recommended by *LMCIT*, *LMCIT* may, at its sole discretion, exercise either of the following options:
 - (1) *LMCIT* may pay to the *member* an amount equal to the amount of the recommended settlement, minus any applicable deductible. If *LMCIT* makes such payment, *LMCIT* has no further duty to defend or to indemnify the *member* or any other *covered party* for this claim or *suit*, and the *member* assumes any duty which *LMCIT* would otherwise have had to defend and to indemnify any other *covered party*.
 - (2) *LMCIT* may continue to defend the claim or *suit*. If *LMCIT* elects to continue to defend the claim or *suit*, the *member* must reimburse *LMCIT* for any excess amount.
- f. If the *member* refuses to consent to a settlement recommended by *LMCIT*, the *member* must defend and indemnify *LMCIT* for any claim or *suit* arising out of the failure to settle the original claim or *suit*, including amounts the *member* may owe as a Medicare Secondary Payer under federal law.
- g. If the *member* refuses to consent to a settlement recommended by *LMCIT*, and regardless of which of the options *LMCIT* chooses to exercise under subparagraph e. above, *LMCIT* as an agent of the *member*, will continue to fulfill the mandatory Medicare Secondary Payer reporting obligation under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if any, associated with the claim; but shall have no payment obligation beyond the amount of the recommended settlement amount. The *member* must cooperate with *LMCIT* in providing *LMCIT* the necessary information to allow *LMCIT* to fulfill the reporting responsibility.

8. RETROACTIVE JOINT POWERS COVERAGE

LMCIT will, upon the *member's* request, issue retroactive comprehensive municipal coverage to any *joint powers entity* in which the *member* is or was a member, in any situation where there is a claim arising from the *joint powers entity's* activities which is not covered by this covenant nor any other *LMCIT* liability covenant.

Pursuant to this section, *LMCIT* will issue its standard Comprehensive Municipal Coverage document to the *joint powers entity*, but coverage shall be subject to an annual aggregate limit of \$200,000. This limit shall apply to the sum of *damages* and loss adjustment expenses, including defense costs, for all claims to which the coverage applies.

Coverage issued pursuant to this section will be issued with the same inception date and the same retroactive date as this covenant.

The premium must be paid to *LMCIT* before the coverage goes into effect. The premium for coverage issued pursuant to this section shall be equal to the greater of \$5,000 or the premium the *joint powers entity* would otherwise pay for coverage at *LMCIT*'s current rates.

9. NO DUPLICATION OF COVERAGE

This covenant shall not apply to any claim or claims arising out of an *occurrence*, if any claim or claims arising out of that *occurrence* were covered under any prior covenant issued by *LMCIT* to the *member*.

10. OTHER COVERAGE

If, pursuant to the COMMON CONDITIONS, 11.a., a *covered party* has primary liability coverage as an additional insured or additional named insured on another party's coverage, and that insurer fails to defend or indemnify the *covered party*, *LMCIT* will do so under this covenant.

In any case in which *LMCIT* incurs costs for a claim which is also covered under any other liability coverage or insurance, *LMCIT* shall be entitled to the *covered party*'s rights to recover those costs from that insurer. The *covered party* shall cooperate with and assist *LMCIT* as requested in enforcing any rights against that insurer.

11. SEPARATION OF COVERED PARTIES

As respects the particulars and statements contained in the application for this coverage and the exclusion set forth herein, this coverage shall be construed as a separate agreement with each *covered party*. Nothing in this paragraph shall be construed to increase *LMCIT*'s maximum liability set forth in the Declarations and as described in SECTION III - LIMITS OF COVERAGE.

12. DEDUCTIBLES

- a. For purposes of deductibles under this coverage, the deductible applies to the sum of the *damages*, loss adjustment expense, defense costs and *supplementary payments* as defined in SECTION V - SUPPLEMENTARY PAYMENTS.
- b. The terms of the covenant, including those with respect to:
 - (1) The *LMCIT*'s rights and duties with respect to the defense of *suits*; and
 - (2) The *covered party*'s duties, in the event of an *occurrence*, apply irrespective of the application of the deductible amount.
- c. *LMCIT* may pay any part or all of the deductible amount to effect settlement of any claim or *suit*, and upon notification of the action taken, the *member* shall promptly reimburse *LMCIT* for such part of the deductible amount as has been paid by *LMCIT*.



**MUNICIPAL PETROFUND COVERAGE
PART FOUR**

MUNICIPAL PROPERTY, CRIME, BOND AND PETROFUND COVERAGE
WHAT IT IS AND WHERE YOU CAN FIND IT INDEX

PETROFUND COVERAGE - PART FOUR

	Page
SECTION I – REIMBURSEMENT BEFEFITS.....	50
SECTION II – LIMITS OF REIMBURSEMENT BENEFITS.....	50
SECTION III - DEFINITIONS.....	50-52
SECTION IV – CONDITIONS AND EXCLUSIONS.....	52-53

MUNICIPAL PETROFUND COVERAGE PART FOUR

Various provisions in this covenant restrict coverage. Read the entire covenant carefully to determine rights, duties and what is or is not covered.

Words and phrases that appear in italics have special meaning, as given in SECTION IV - DEFINITIONS.

SECTION I - REIUMBURSEMENT BENEFITS

Subject to the terms, conditions, definitions, and exclusions which appear hereafter:

1. *LMCIT* agrees to reimburse *you* for damage *you* have been required to pay for taking corrective action and for compensating third parties for bodily injury and property damage caused by an accidental *tank release*.

This Agreement applies to claims made against *you* only if such claims are made during the term of this Agreement.

This Agreement is supplementary to the *Minnesota Petrofund* and applies only to damages and *corrective action* costs for which you have received partial reimbursement from the *Minnesota Petrofund* pursuant to the provisions and monetary limitations of the *Petroleum Tank Release Cleanup Act*.

2. *LMCIT* agrees to reimburse *you* for *defense costs* which *you* reasonably and necessarily incur in the investigation and defense of any claim made against *you* by a third party during the term of this Agreement resulting from a *tank release* covered by Paragraph 1 above.

SECTION II - LIMITS OF REIMBURSEMENT BENEFITS

1. With respect to a single *tank release*, *LMCIT's* liability shall not exceed 10% of the total *reimbursable costs* you have been required to pay for taking *corrective action* and for compensating third parties for bodily injury and property damage.
2. *LMCIT's* liability to reimburse *you* for *reimbursable costs* and *defense costs* shall be limited to \$250,000 for claims made against *you* during the term of this Agreement with respect to a single *tank release*, and \$250,000 in the aggregate for all claims made against *you* during the term of this Agreement regardless of the number of *tank releases*.

SECTION III - DEFINITIONS

1. *Corrective action* means an action taken to minimize, eliminate, or clean up a release to protect the public health and welfare of the environment.
2. *Defense cost* means reasonable and necessary claim adjuster fees, attorney fees incurred by or on behalf of *you*, court costs, court reporter and transcript fees, general witness and expert witness fees and expenses, and similar defense related costs.
3. *Employee* means for actions within his duties as such, any present or former:
 - a. Person whom *you* compensate directly by salary, wages or commissions and who *you* have the right to direct or control while performing duties for *you*;
 - b. Member of the city council;
 - c. Member of a *member* board, commission, or committee which is not excluded by the definition of *member*;

- d. Elected or appointed official of the *member*;
 - e. Volunteer person or organization while acting on behalf of the *member* and subject to the *member's* direction and control;
 - f. Other authorized person or agent of the *member* while acting on behalf of the *member*, but excludes independent contractors;
 - g. Members, officers and *employees* of a *relief association* of the *member*.
4. *Joint powers entity* means an operating entity created by two or more governmental units entering into an agreement as provided by statute for the joint exercise of governmental powers. An intergovernmental agreement will be deemed to create a *joint powers entity* if the agreement establishes a board with the effective power to do any of the following, regardless of whether the specific consent of the constituent governmental units may also be required:
- a. To receive and expend funds;
 - b. To enter into contracts;
 - c. To hire *employees*;
 - d. To purchase or otherwise acquire and hold real or personal property; or
 - e. To sue or be sued.
5. *Member* means the governmental body or entity first named in the Declarations. For purposes of this coverage, *member* includes *relief associations*. Unless specifically named in the Declarations, *member* shall not include:
- a. Gas, electrical, or steam utilities commission;
 - b. Port authority, housing and redevelopment authority, economic development authority, area or municipal redevelopment authority, or similar agency;
 - c. Municipal power agency;
 - d. Municipal gas agency;
 - e. Hospital or nursing home board or commission;
 - f. Welfare or public relief agency;
 - g. School board;
 - h. Airport commission; or
 - i. *Joint powers entity*; but a joint planning board created pursuant to an orderly annexation agreement or joint resolution between the *member* and township is deemed to be a covered *joint powers entity* under this agreement
6. *Minnesota Petrofund* means the petroleum tank release cleanup fund as defined in Minn. Stat. Chapter 115C, and administered by the Petroleum Tank Release Compensation Board.
7. *LMCIT* means the League of Minnesota Cities Insurance Trust.
8. *Reimbursable costs* means costs which are eligible costs and which are reimbursable under the provisions of the *Petroleum Tank Release Cleanup Act*, and excludes all ineligible costs as defined by that Act.
9. *Relief association* means the following:
- a. A *relief association* as defined under Minnesota Statute §424.001, subd. 4; or

- b. A *relief association* that has elected to continue to be in existence under the provisions of Minnesota Statute §353G.06.
- 10. *Responsible person* means a person who is responsible for a *tank release* under the *Petroleum Tank Release Cleanup Act*.
- 11. *Tank release, tank releases* means an accidental spilling, leaking, emitting, discharging, escaping, leeching, or disposing of petroleum from a tank into the environment.
- 12. *You and your* means the *member* shown in the Declarations.
- 13. *Petroleum Tank Release Cleanup Act* means Minn. Stat. Chapter 115C, and the rules and regulations duly adopted thereunder.

SECTION IV - CONDITIONS AND EXCLUSIONS

- 1. The reimbursement benefits provided by this Agreement is supplementary only and shall not replace or reduce the reimbursement for damages and *corrective action* costs provided to *you* by the *Minnesota Petrofund* and applies only to damages and *corrective action* costs which would be *reimbursable costs* to *you* from the *Minnesota Petrofund* but for the monetary limitations under the provisions of the *Petroleum Tank Release Cleanup Act*.
- 2. The reimbursement benefits provided by this Agreement are strictly limited to the *corrective action*, stated damages and *defense costs* set forth in Section I. REIMBURSEMENT BENEFITS, resulting from an accidental *tank release*. No other liability, hazard, risk, remedy, or damage is covered.
- 3. This Agreement does not apply to *tank releases*, bodily injury, or property damage expected or intended from the standpoint of the covered party.
- 4. As a condition precedent to *your* receiving reimbursement under this Agreement, *you* must be a *responsible person* who has taken *corrective action* and incurred *reimbursable costs* and complied with all requirements of the *Petroleum Tank Release Cleanup Act*, and *you* must have received reimbursement from the *Minnesota Petrofund* of *reimbursable costs* without offset or reduction by reason of *your* participation in this Agreement.
- 5. *LMCIT* will not reimburse *you* for any amounts which *you* have not been reimbursed by the *Minnesota Petrofund* by reason of *your* failure to comply with the requirements stated in Minn. Stat. Chapter 115C.09, subd. 3, (i) and (j).
- 6. *LMCIT* shall have no duty to provide a defense to *you* with respect to any suit or claim made against *you* arising out of a *tank release* covered by this Agreement, however, *LMCIT* shall have the right to intervene at its expense in the investigation or defense of any claim or suit against *you* which may be covered by this Agreement.
- 7. The term of this Agreement shall be one year beginning with the effective date stated in the Declarations. Subsequent renewals of this Agreement shall be treated as separate terms.
- 8. In the event of a *tank release* covered by this Agreement, *you* shall promptly give written notice to *LMCIT* with full particulars of any *tank release* incident or any claim or suit brought against *you* with respect to such *tank release*.
- 9. *You* shall at all times cooperate with and promptly respond to *LMCIT's* requests for information, investigative data, records, or any other documentation material to the determination of *your* and *LMCIT's* liability under this Agreement.
- 10. It is the express intent of the parties to this Agreement that by *your* participation as a beneficiary to this Agreement *you* do not waive immunities, defenses, or limitations on *your* liability available to *you* under statute or common law.
- 11. A claim shall be deemed to be made when *you* receive notice of a *tank release*.
- 12. *LMCIT* will not reimburse *you* for *your* payment of costs, fees, or other expenses *you* incur in establishing either the existence or the amount of *reimbursable costs* or *defense costs*.

MUNICIPAL FIRST-PARTY CYBER COVERAGE

Various provisions in this covenant restrict coverage. Read the entire covenant carefully to determine rights, duties and what is or is not covered. Words and phrases that appear in italics have special meaning, as given in SECTION IV - DEFINITIONS.

SECTION I – FIRST PARTY CYBER COVERAGES

1. COVERAGE AGREEMENT

We will provide coverage for loss, expenses, or costs described in a., b., c., and d. below, unless excluded as described under SECTION II – EXCLUSIONS, if the following conditions are met:

- i. The claim must be first made during the coverage period;
- ii. The date of the *occurrence* giving rise to the claim must be on or after the retroactive date, if any, shown in the Declarations; and
- iii. The amount we will pay for loss, expenses or costs is limited as described in SECTION III - LIMITS OF COVERAGE AND VALUATION.

The claim is deemed to have been made on the date (a) *you* discover the *occurrence* giving rise to such claim or (b) notice of such claim is received and recorded by *LMCIT*, whichever comes first. All claims arising from a single *occurrence* will be deemed to have been made at the time the first of those claims is made.

a. DATA SECURITY BREACH EXPENSES

We will pay for the following expenses if *you* have had, or reasonably believe to have had, a *data security breach* that results from an *occurrence*:

- (1) Outside legal expenses to review the *data security breach* and how *you* should respond to it.
- (2) The expense of professional information technologies if needed to determine the extent of the *data security breach*.
- (3) The cost of providing notice to any person whose *personal information* has been acquired by an unauthorized person. *You* may elect any of the following forms of notice, to the extent permitted by law:
 - (a) Written notice to the most recent available address in *your* records;
 - (b) Electronic notice; or
 - (c) Substitute notice, consisting of e-mail notice, posting notice on *your* Web site, and notification of media.
- (4) The cost of notifying consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as defined by United States Code, title 15, section 1681a, of the timing, distribution, and content of the notices.
- (5) The cost of providing a credit report and up to one year's credit monitoring service notice to any person whose *personal information* was acquired by an unauthorized person.

- (6) The expense of using a professional service to reasonably restore the affected person's identity.
- (7) Any other reasonable expenses incurred by *you* to respond to a *data security breach*.

b. CYBER EVENT LOSS OF REVENUE, EXTRA EXPENSE, EXPEDITING EXPENSE AND ACCOUNTS RECEIVABLE LOSS

We will pay the following loss and expenses if *you* have had a *cyber event* that results from an *occurrence*:

- (1) The actual *loss of revenue, extra expense* or *expediting expense* sustained by *you* during the *period of recovery*, and due to the necessary suspension of *your* operations caused by a *cyber event*.
- (2) *Accounts receivable loss* caused by a *cyber event*.

c. ELECTRONIC DATA RESTORATION

We will pay the cost to reproduce or restore *electronic data* if damaged or destroyed by a *cyber event* that results from an *occurrence*.

d. COMPUTER EQUIPMENT RESTORATION

We will pay the cost to repair or replace *your computer equipment* rendered non-functional for its intended purpose due to a *cyber event* that results from an *occurrence*, but only after reasonable efforts have been made to restore the level of functionality that existed immediately preceding the *cyber event*.

SECTION II – EXCLUSIONS

1. LOSS, EXPENSES AND COSTS NOT COVERED

We will not pay for loss, expenses, or costs as set forth below:

a. WAR AND CYBER OPERATIONS

Loss, expenses, or costs of any kind directly or indirectly occasioned by, happening through or in consequence of *war* or a *cyber operation*.

For purposes of this exclusion:

- (1) *War* means the use of physical force by a *state* against another *state* or as part of a civil war, rebellion, revolution, insurrection, and/or military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority, whether war be declared or not.
- (2) *Cyber operation* means the use of a *computer system* by or on behalf of a *state* to disrupt, deny, degrade, manipulate or destroy information in a *computer system* of or in another *state*.
- (3) *State* means sovereign state.
- (4) *Computer system* means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud

infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

- (5) The primary but not exclusive factor in determining attribution of a *cyber operation* shall be whether the government of the *state* (including its intelligence and security services) in which the *computer system* affected by the *cyber operation* is physically located attributes the *cyber operation* to another *state* or those acting on its behalf.
- (6) Pending attribution by the government of the *state* (including its intelligence and security services) in which the *computer system* affected by the *cyber operation* is physically located, the *LMCIT* may rely upon an inference which is objectively reasonable as to attribution of the *cyber operation* to another *state* or those acting on its behalf. It is agreed that during this period no loss shall be paid.
- (7) In the event that the government of the *state* (including its intelligence and security services) in which the *computer system* affected by the *cyber operation* is physically located either:
 - a. Takes an unreasonable length of time to, or
 - b. Does not, or
 - c. Declares it is unable to

attribute the *cyber operation* to another *state* or those acting on its behalf, it shall be for the *LMCIT* to prove attribution by reference to such other evidence as is available.

b. CONDUCT

- (1) Caused by dishonest or criminal acts by *you*, or *your employees*:
 - (a) Acting alone or in collusion with others; or
 - (b) Whether or not occurring during the hours of employment.

This exclusion does not apply for *cyber events* solely caused by dishonest or criminal acts by *your employees*.

c. TANGIBLE PROPERTY

- (1) Physical loss of or damage to tangible property.

However, this exclusion does not apply for *your computer equipment* rendered non-functional for its intended purpose due to a *cyber event* and covered under Section I (1)(d).

d. MONEY OR SECURITIES

- (1) Loss, transfer, or theft of *money* or *securities*.

e. PRIOR NOTICE

(1) Loss, expenses, or costs reported and accepted under any other covenant or policy prior to the effective date of this covenant or due to a *cyber event* discovered prior to the effective date of this covenant.

f. EXTERNAL MECHANICAL OR INFRASTRUCTURE FAILURE

Based upon, arising out of, or attributable to

- (1) electrical or mechanical failure, including power interruption, surge, brownout or blackout, electrical disturbance; or
- (2) defect of telephone, satellite, data transmission or similar telecommunications services, equipment; or
- (3) utilities or infrastructure.

This exclusion does not apply if such services, equipment, utilities or infrastructure are under the exclusive control of the *member* and any such failure, interruption, brownout, blackout, disturbance or defect are a direct result of a *cyber event*.

SECTION III - LIMITS OF COVERAGE AND VALUATION

1. LIMITS OF COVERAGE

- a. The Limits of Coverage shown in Item 4 of the Declarations and the rules below fix the most *LMCIT* will pay under the terms of this covenant.
- b. *We* will not pay for loss or damage in any one *occurrence* until the amount of loss, expenses or costs exceeds the deductible in Item 5 of the Declarations. *We* will then pay the amount of loss, expenses or costs in excess of the Deductible, up to the applicable limits of coverage:
 - (1) The Deductible applies against the total loss, expenses or costs incurred by *you* from any one *occurrence*.
 - (2) If two or more deductibles in Item 5 of the Declarations apply to one *occurrence* for *you*, the total to be deducted will not exceed the largest deductible applicable.
- c. The FIRST-PARTY CYBER COVENANT LIMIT is the most *we* will pay under the terms of this covenant during the annual coverage period for any combination of *data security breach* expense claims, *cyber event loss of revenue*, *extra expense*, *expediting expense* and *accounts receivable loss claims*, *electronic data restoration* claims and *your computer equipment* restoration claims, subject to (d) and (e) below, regardless of the number of claims, *occurrences* or incidents.
- d. The COMMON CAUSE PRO RATA SHARED LIMIT is shared by all *LMCIT members* as specified in the Municipal First-Party Cyber Coverage – Special Shared Pool Limit Endorsement and may reduce the FIRST-PARTY CYBER COVENANT LIMIT.
- e. The 12-MONTH PRO RATA SHARED LIMIT is shared by all *LMCIT members* as specified in the Municipal First-Party Cyber Coverage – Special Shared Pool Limit Endorsement and may reduce the FIRST-PARTY CYBER COVENANT LIMIT.

2. LOSS VALUATION

a. **CYBER EVENT LOSS OF REVENUE, EXTRA EXPENSE, EXPEDITING EXPENSE, AND ACCOUNTS RECEIVABLE LOSS**

- (1) The amount of *loss of revenue* loss LMCIT will pay, will be determined based on:
- (a) The gross revenue of the *member* before the *cyber event* occurred;
 - (b) The likely gross revenue of the *member* if no *cyber event* had occurred;
 - (c) The operating expenses, including payroll expenses, necessary to resume operations with the same quality of service that existed just before the *cyber event*; and
 - (d) Other relevant sources of information, including:
 - i) *Your* financial records and accounting procedures;
 - ii) Bills, invoices and other vouchers; and
 - iii) Deeds, liens or contracts.
- (2) The amount of *extra expense* loss LMCIT will pay will be determined based on:
- (a) All expenses that exceed the normal operating expenses that would have been incurred by operations during the *period of recovery* if no *cyber event* had occurred. We will deduct from the total of such expenses any extra expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms and conditions and provisions as this coverage; and
 - (b) All necessary expenses that reduce the *loss of revenue* that otherwise would have been incurred.
- (3) We will reduce the amount of *your*:
- (a) *Loss of revenue* loss, other than *extra expense* or *expediting expense* to the extent you can resume your operations, in whole or in part, by using your computer equipment, electronic data, or electronic media not effected by the *cyber event*.
 - (b) *Extra expense* or *expediting expense* loss to the extent you can return your operations to normal and discontinue such *extra expense* or *expediting expense*.
- However, if you do not resume operations, or do not resume operations as quickly as possible, we will pay based on the length of time it would have taken to resume operations as quickly as possible.
- (4) For *accounts receivable* loss, if you are unable to establish the amount of *accounts receivable* outstanding at the time of the *cyber event* giving rise to the loss, we will use the average monthly amounts of *accounts receivable* for the 12 months immediately preceding the month in which the loss occurs, adjusting to reflect the normal business during the loss month.

b. **COMPUTER EQUIPMENT RESTORATION**

The most LMCIT will pay for *COMPUTER EQUIPMENT RESTORATION* is the smaller of:

- (1) The cost to repair the *your computer equipment*, so that it's restored to the level of functionality that existed immediately preceding the *cyber event*.
- (2) The cost to replace *your computer equipment* with equipment of equal processing ability, so that it's restored to the level of functionality that existed immediately preceding the *cyber event*.

c. APPRAISAL AND ARBITRATION

Either party may make a written demand for arbitration if the *member* and *LMCIT* disagree on any loss, expenses, or costs.

In this event, each party will select a competent and impartial person. Each appointee shall be a professional appraiser or other person with appropriate professional expertise. The two appointees will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The two appointees will each separately state their respective estimates of the value or cost which is in question. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

- (a) Pay the cost of its own appointee; and
- (b) Share equally the expense of the umpire and any other expenses related to the arbitration process.

SECTION IV – DEFINITIONS

1. *Accounts receivable loss* means:

- a. All amounts due from *your customers* that *you* are unable to collect and there is a loss;
- b. Interest charges on any loan required to offset amounts *you* are unable to collect pending *our* payment of these accounts;
- c. Collection expenses in excess of *your* normal collection expenses that are made necessary by the loss; and
- d. Other reasonable expenses that *you* incur to re-establish *your* records of *accounts receivable*.
- e. *Accounts receivable loss* does not include:
 - (1) The amount of the accounts that *you* are able to re-establish or collect;
 - (2) An amount to allow for probable bad debts that *you* are normally unable to collect; and
 - (3) All unearned interest and service charges.

2. *Computer equipment* means programmable electronic equipment that is used to store, retrieve, and process data; and associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission, each of which is either owned or leased by *you*.

3. *Cyber event* means the following:

- a. For the purposes of the *CYBER EVENT LOSS OF REVENUE, EXTRA EXPENSE, EXPEDITING EXPENSE AND ACCOUNTS RECEIVABLE LOSS; ELECTRONIC DATA RESTORATION; and COMPUTER EQUIPMENT RESTORATION* coverages, a *cyber event means* unauthorized intrusive codes or programming, such as computer viruses or hacking, that are entered into *your computer equipment, electronic data, or electronic media*.

- b. For the purposes of the *DATA SECURITY BREACH EXPENSES* coverage, a *cyber event* means a *data security breach*.
4. *Data security breach* means actual or potential unauthorized acquisition of data that:
- a. Compromises the security, confidentiality, or integrity of *personal information*; or
 - b. Contains data classified as private or confidential by the Minnesota Government Data Practices Act.
5. *Electronic data* means programmed and recorded material stored on *your computer equipment* or *electronic media*, and programming records used for electronic data processing, or electronically controlled equipment. *Electronic data* is not tangible property.
6. *Electronic media* means *electronic data* processing or storage media such as films, tapes, discs, drums or cells.
7. *Employee* means for actions within their duties as such any former or present:
- a. Person whom *you* compensate directly by salary, wages or commissions, and who *you* have the right to direct or control while performing duties for *you*;
 - b. Member of the *city* council;
 - c. Member of a *member* board, commission, or committee which is not excluded by the definition of *member*;
 - d. Elected or appointed official of the *member*;
 - e. Volunteer person or organization while acting on behalf of the *member* and subject to the *member's* direction and control;
 - f. Other authorized person or agent of the *member* while acting on behalf of the *member*, but excludes independent contractors;
 - g. Members, officers, and *employees* of a *relief association* of the *member*.
8. *Expediting expense* means the reasonable extra cost of temporary repair and expediting the repair of effected *computer equipment*, *electronic data*, or *electronic media*, overtime and express freight or other rapid means of transportation.
9. *Extra expense* means the excess total cost necessarily incurred to continue *your* operations as reasonably as practicable during the *period of recovery* that is over and above the cost that would normally have been incurred to conduct the operations during the same period had no loss or damage occurred. It includes:
- a. *Extra expense* to avoid or minimize the suspension of business and to continue operations:
 - b. *Extra expense* to minimize the suspension of business if *you* cannot continue operations.
10. *Joint powers entity* means an operating entity created by two or more governmental units entering into an agreement as provided by statute for the joint exercise of governmental powers. An intergovernmental agreement will be deemed to create a *joint powers entity* if the agreement establishes a board with the effective power to do any of the following, regardless of whether the specific consent of the constituent governmental units may also be required:
- a. To receive and expend funds;
 - b. To enter into contracts;
 - c. To hire *employees*;

- d. To purchase or otherwise acquire or hold real or personal property; or
- e. To sue or be sued.

11. *LMCIT* means the League of Minnesota Cities Insurance Trust.

12. *Loss of revenue* means gross revenue less charges and expenses that do not necessarily continue, as a result of a *cyber event*.

13. *Member means* governmental body or entity first named in the Declarations. For purposes of this coverage, *member* includes *relief associations* of the *member*.

Unless specifically named in the Declarations, *member* shall not include:

- a. Gas, electrical, or steam utilities commission;
- b. Port authority, housing and redevelopment authority, economic development authority, area or municipal redevelopment authority, or similar agency;
- c. Municipal power agency;
- d. Municipal gas agency;
- e. Hospital or nursing home board or commission;
- f. Airport commission;
- g. Welfare or public relief agency;
- h. School board; or
- i. *Joint powers entity*; but a joint planning board created pursuant to an orderly annexation agreement or joint resolution between the *member* and a township is deemed to be a covered *joint powers entity* under this agreement.

14. *Money* means:

- a. Currency, coins, and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

15. *Occurrence* means a *cyber event*. The date of the *occurrence* is the date on which the accident or event that gave rise to a *cyber event* took place or is alleged to have taken place.

All loss, expenses, or costs that result from the same or related series of *cyber events*, shall be considered one *occurrence* which is deemed to have taken place on the date of the first such *occurrence*.

16. *Our* means the League of Minnesota Cities Insurance Trust.

17. *Period of recovery* means the period of time that:

- a. Begins immediately after the suspension of *your* business operations due to a *cyber event*.
- b. Ends on the earlier of:

- (1) The date *your* operations are resumed; and *your* operations would generate the *loss of revenue* amount that would have existed if no *cyber event* had occurred; or

(2) 60 consecutive days after *your* operations are resumed.

However, the expiration date of the covenant will not cut short the *period of recovery*.

18. *Personal information* means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when the data element is not secured by encryption or another method of technology that makes *electronic data* unreadable or unusable, or was secured and the encryption key, password, or other means necessary for reading or using the data was also acquired:

- a. Social Security number;
- b. Drivers license number or Minnesota identification card number;
- c. Account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

19. *Relief Association* means the following:

- a. A *relief association* as defined under Minnesota Statute §424A.001, subd. 4; or
- b. A *relief association* that has elected to continue to be in existence under the provisions of Minnesota Statute §353G.06.

20. *Securities* means negotiable and nonnegotiable instruments or contracts representing either *money* or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by *you*; but does not include *money*.

21. *Us* means the League of Minnesota Cities Insurance Trust.

22. *We* means the League of Minnesota Cities Insurance Trust.

23. *You* means the *member* shown in the Declarations.

24. *Your* means the *member* shown in the Declarations.

SECTION V - CONDITIONS

1. COVERAGE UNDER TWO OR MORE COVERAGES

If two or more of this covenant's coverages apply to the same loss, expenses or costs, we will not pay more than the actual amount of the loss, expenses or costs.

2. NO DUPLICATION OF COVERAGE

This covenant shall not apply to any claim or claims if any claim or claims were covered under any prior covenant issued by *LMCIT* to the *member*.

3. LEGAL ACTION AGAINST US

No one may bring legal action against *us* under this coverage part unless:

- a. There has been full compliance with all of the terms of the coverage part; and
- b. The action is brought within 2 years after the date on which the *cyber event* is discovered.

4. COVERAGE PERIOD

Subject to all the other terms of this coverage part, we will only cover loss, expenses or costs for *occurrences* within the coverage period shown in the Declarations.

5. LOSS CONDITIONS

a. Duties in the event of a *cyber event*:

You must see that the following are done in the event of a *cyber event*.

(1) Notify the police if a law may have been broken.

(2) Give us prompt notice of the loss, expenses or costs.

(3) As soon as possible, give us a description of the *cyber event*.

(4) Take all reasonable steps to protect from further loss, expenses, or costs. If feasible, set the effected *computer equipment, electronic data, or electronic media* aside and in the best possible order for examination. Also keep record of *your* expenses, for consideration in the settlement of the claim.

(5) At *our* request, give us complete inventories of the loss, expenses, or costs. Include quantities, costs, values, and amount of loss.

(6) Permit us to inspect *your computer equipment, electronic data, or electronic media* proving the loss or damage.

(7) If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this covenant or *your* claim, including *your* books and records. In such event, *your* answers must be signed.

(8) Send us a signed, sworn statement of loss containing the information we request to settle the claim.

You must do this within 60 days after *our* request. We will supply you with the necessary forms.

(9) Cooperate with us in the investigation or settlement of the claim.

However, LMCIT will not reimburse you for *your* payment of costs, fees, or other expenses you incur in establishing either the existence or the amount of loss under this covenant.

b. Loss Payment:

We will give notice of *our* intentions within 30 days after we receive the sworn statement of loss.

6. PREMIUMS AND PREMIUM ADJUSTMENTS

a. You will pay us additional premium if additional coverage or limits are added during the covenant period.

b. We will return premium to you if coverage or limits are deleted during the covenant period.

7. CANCELLATION

a. You may cancel this covenant. You must mail or deliver not fewer than 30 days advance written notice to us stating when the cancellation is to take effect.

b. We may cancel this covenant. We must mail or deliver to you not fewer than 30 days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in the Declarations will be sufficient to prove notice.

However, we may cancel with 10 days written notice for nonpayment of premium.

c. The covenant period will end on the day and hour stated in the cancellation notice.

d. If this covenant is canceled, *we* will send *you* any premium refund due. If *we* cancel, the refund will be pro rata. If *you* cancel, the refund may be less than pro rata, computed in accordance with *our* current cancellation rules.

The cancellation will be effective even if *we* have not made or offered a refund.

8. DEDUCTIBLES

a. The Limits of Coverage shown in the Declarations apply to the amount of loss, expenses or costs in excess of the Municipal Cyber Deductible shown in the Municipal First-party Cyber Declarations or the General Annual Aggregate Deductible, if any, shown in the Common Coverage Declarations, and the Limits of Coverage will not be reduced by the Deductible amount.

b. *LMCIT* shall be liable to the *member* or to others on behalf of the *member* only to the amount of loss, expenses or costs in excess of any deductible amounts.

We will then pay the amount of loss up to the applicable limit of coverage.

9. EXTENDED REPORTING PERIOD

a. *LMCIT* will provide one or more extended reporting periods, as described below, if:

(1) This coverage is canceled or not renewed; or

(2) *LMCIT* renews or replaces this coverage with coverage that:

(a) Has a retroactive date later than the date shown on the Declarations page; or

(b) Does not apply on a claims made basis.

b. A basic extended reporting period of 60 days from the end of the coverage period is automatically provided without additional charge.

c. A supplemental extended reporting period of unlimited duration is available, but only by an endorsement and for an extra charge. The supplemental extended reporting period starts 60 days after the end of the coverage period.

The *member* must give *LMCIT* a written request for the endorsement within 60 days after the end of the coverage period. The supplemental extended reporting period will not go into effect unless the *member* pays the additional premium promptly when due.

The additional premium for the supplemental extended reporting period will be 75% of the annual expiring premium for this coverage.

d. An extended reporting period does not extend the coverage period or change the scope of coverage provided. It applies only if the date of the *occurrence* giving rise to the claim for *damages* is after the retroactive date and before the end of the coverage period.

Claims which are first made during the basic extended reporting period (or during the supplemental extended reporting period, if it is in effect) will be deemed to have been made on the last day of the coverage period.

Once in effect, extended reporting periods may not be canceled.

e. Extended reporting periods do not reinstate or increase the limits of coverage applicable to any claim to which this coverage part applies.

DEFENSE COST REIMBURSEMENT AGREEMENT

I. DEFENSE COST REIMBURSEMENT COVERAGE

LMCIT will reimburse a *member official* for 100 percent of the *defense costs* incurred by the *member official* in defending a *covered lawsuit*, if the following conditions are met:

1. The date on which the *covered lawsuit* is commenced must be within the term of this agreement; and;
2. The date on which the occurrence giving rise to the *covered lawsuit* must be on or after the retroactive date, if any, shown in the Declarations.

A *covered lawsuit* is deemed to be commenced on the date the *member official* is served notice of the lawsuit.

II. LIMITS

1. The Defense Cost Reimbursement Agreement Limit is \$50,000. This is the most LMCIT will reimburse any one *member official* for *defense costs* for *covered lawsuits* commenced during the term of this agreement, regardless of the number of lawsuits, the number of actual or alleged violations, or the date the *defense costs* are actually incurred.
2. The Defense Cost Reimbursement Annual Aggregate Limit is \$250,000. This is the most LMCIT will pay for *defense costs* under this agreement for all *member officials* for *covered lawsuits* commenced with the term of this agreement.

III. CONDITIONS AND EXCLUSIONS

1. The term of this Agreement shall be one year beginning with the effective date stated in the Declarations. Subsequent renewals of this Agreement shall be treated as separate terms.
2. LMCIT shall have no duty to provide a defense to a *member official* with respect to a *covered lawsuit*; however, LMCIT shall have the right to intervene at its expense in the investigation or defense of such legal action.
3. The *member* or the *member official* shall give prompt notice to LMCIT of any actual or threatened *covered lawsuit*. The *member* and the *member official* shall at all times cooperate with and promptly respond to LMCIT's requests for information, investigative data, records, or any other material documentation.
4. The *member official* will be reimbursed only for *defense costs* incurred *with* respect to legal services actually rendered and expenses actually incurred.
5. The *member official* shall have complete freedom to choose an *attorney* licensed in the State of Minnesota to provide the *member official* with legal services with respect to which *defense costs* are reimbursable under this Agreement.
6. It is the express intent of the parties to this Agreement that, neither the *member* nor the *member official*, waive any immunities, defenses, or limitations on liability available under Minnesota statutes or common law.
7. In the event that a *member official* makes a recovery of *defense costs* from any third party, that recovery shall be applied first to any *defense costs* which the *member official* has incurred which have not been reimbursed by LMCIT; and any remainder shall be applied to reimburse LMCIT for any payment it has made under this Agreement.
8. LMCIT may *cancel* this Agreement by mailing or delivering written notice to the *member* at least:
 - a. Ten (10) days before the effective date of cancellation for nonpayment of premium for the *member's* covenant that provides the following coverages:

Municipal Property, Crime, Bond and Petrofund Coverage; Equipment Breakdown Coverage; Comprehensive Municipal Coverage; Automobile Liability Coverage; or Automobile Physical Damage Coverage.

- b. Thirty (30) days before the effective date of cancellation for any other reason.

If *LMCIT* decides not to renew this Agreement, *LMCIT* will mail or deliver to the *member* written notice of non-renewal not less than thirty 30 days before the expiration date.

- 9. It is mutually understood and agreed that the *member* and all other *LMCIT* pool participants are jointly and severally liable for all claims and expenses of the pool. The amount of any liabilities in excess of assets may be assessed to *LMCIT* pool participants when a deficiency is identified.

IV. DEFINITIONS

- 1. "*Bankruptcy lawsuit*" means a lawsuit against a *member official* for actions within his or her duties as such, that arises from or is related to the actual, pending, or threatened bankruptcy of the *member*.
- 2. "*Covered lawsuit*" means an *Open Meeting Law lawsuit* or a *bankruptcy lawsuit*.
- 3. "*Defense costs*" means reasonable and necessary attorney fees, court costs, court reporter and transcript fees, general witness and expert witness fees and expense, and similar defense related costs. *Defense costs* does not include any fines or penalties, or any attorney's fees awarded to a plaintiff in a suit charging a violation of the Open Meeting Law.
- 4. "*Joint powers entity*" means an operating entity created by two or more governmental units entering into an agreement as provided by statute for the joint exercise of governmental powers. An intergovernmental agreement will be deemed to create a *joint powers entity* if the agreement establishes a board with the effective power to do any of the following, regardless of whether the specific consent of the constituent governmental units may also be required:
 - a. To receive and expend funds;
 - b. To enter into contracts;
 - c. To hire employees;
 - d. To purchase or otherwise acquire and hold real or personal property; or
 - e. To sue or be sued.
- 5. "*LMCIT*" means the League of Minnesota Cities Insurance Trust.
- 6. "*Member*" means the *member* or other governmental body or entity first named in the Declarations. Unless *specifically* named in the Declarations, *member* shall not include a gas, electrical, or steam utilities commission; port authority, housing and redevelopment authority, economic development authority, area or municipal redevelopment authority, or similar agency; municipal power agency; municipal gas agency; hospital or nursing home board or commission; airport commission; welfare or public relief agency; school board; or *joint powers entity*; but the following are deemed to be a covered *joint powers entity* under this agreement:
 - a. A joint planning board created pursuant to an orderly annexation agreement, pursuant to Minnesota Statute 462.3585, or pursuant to a joint resolution between the *member* and a township; or
 - b. A joint airport zoning board created pursuant to Minnesota Statute 360.063.

COVENANT NUMBER: OML 1002212_Q-1

7. "*Member official*" means any former or present elected or appointed official of the *member* or any present or former employee of the *member*. For the purposes of this coverage, an independent contractor is not a *member official*, except when serving as a member of a committee, subcommittee, board or commission of the *member*, or when representing the *member* as a member of a committee, subcommittee, board or commission.
8. "Open Meeting Law lawsuit" means a lawsuit seeking penalties against a *member official* based on an allegation that the *member official* has violated M.S. Chapter 13D, commonly known as the Minnesota Open Meeting Law.

2025 Coverage Changes

The following coverage changes apply for coverages renewing on or after Jan. 1, 2025, and are provided at a summary level. Coverage and limitations are ultimately determined by the terms of the coverage agreements.

Material coverage changes

Law enforcement liability assumed in a contract — municipal liability limits (municipal liability coverage)

There will be coverage and pricing changes where:

1. An LMCIT member contracts with a non-LMCIT member law enforcement agency for law enforcement services.
2. The contract obligates the LMCIT member to defend and indemnify the providing agency for claims arising out of the providing agency's acts.

For the coverage change, there will be a new \$200,000 aggregate sub-limit for claims for which the member is obligated to defend or indemnify a non-LMCIT member law enforcement service provider for claims arising out of the service provider's acts under the terms of a law enforcement service contract. This only applies for a service agreement, not mutual aid agreements or agreements that create a joint powers entity.

If LMCIT evaluates the contract and feels comfortable with the risk, LMCIT may remove the aggregate sublimit by endorsement and make an appropriate premium charge (1.5 times the normal charge for law enforcement liability exposures). For members that purchase excess liability coverage, LMCIT will only offer up to \$3 million in excess liability limits for members that assume the liability of a non-LMCIT law enforcement agency.

These changes are intended to allow LMCIT to appropriately review, discuss, mitigate, and price risks in these situations.

Other municipal liability assumed in contracts (municipal liability coverage)

There will be a slight narrowing of coverage for liability of another party that a member assumes in a contract. Coverage will explicitly exclude:

1. The part of any contract that indemnifies another party for anticipated or expected damages.
2. The part of any contract that is contrary to state law.

The first is intended to prevent coverage in a situation, for example, in which a member enters into a construction project contract and the member and contractor have knowledge the construction, demolition, or excavation will cause damage to a third party's property, like a

building that's adjacent to the construction project. The second is intended to allow the member and LMCIT to assert protection under state law if, for example, there's a statute that prohibits the transfer of risk onto a city.

Vacant buildings (property coverage)

Property damage caused by continuous or repeated leakage or seepage of water in a vacant building over a period of 14 days or more will be excluded from coverage. LMCIT's underwriting and loss control guidelines for vacant buildings specify members should physically visit and inspect the inside of vacant buildings at least every 14 days to check on heating systems, rodent or pest infestation, squatters, roof and water leaks, etc. If guidelines are being followed the exclusion would not be triggered. There will also be a maximum limit of \$500,000 for damage to vacant buildings, but that can be increased if proper risk mitigation factors have been implemented in consultation with LMCIT.

Police dog limits and valuations (property coverage)

If a police dog is injured and unable to perform normal duties, the property coverage has been clarified that it will cover the cost to replace the dog, the cost for necessary training, and handler expenses. Handler expenses will be defined as salary and benefits that exceed normal work schedule, food, fuel, and lodging during training. The limit of coverage will depreciate based on the age of the injured dog.

Metal roofing copay (property coverage)

The property coverage currently includes a 30% copay for aesthetic impairment to metal roofing. The definition of "metal roofing" for the purposes of the copay will include any roofing system or components of a roofing system, such as metal panels, metal flashing, or any other undamaged roofing material that needs to be replaced in order to repair the damaged metal components.

Clarifying coverage changes

Auto towing, storage, and teardown costs (auto physical damage coverage)

Language will be clarified to specify that LMCIT will pay costs for towing, storing, and teardown in addition to the coverage limit.

Auto liability assumed in a contract (auto liability coverage)

Language will be clarified that LMCIT's intent is not to provide coverage automatically for claims arising out of an auto that is neither owned nor operated by an LMCIT member. LMCIT can, however, review these scenarios on a case-by-case basis to determine whether LMCIT can provide coverage. (This same clarification will be made to LMCIT's municipal liability coverage.)

Cannabis dispensaries (crime coverage)

An exclusion will be added for loss or damage at or from a cannabis dispensary. This exclusion mirrors an exclusion that was added to the property coverage last year.

First-party cyber claim trigger (first-party cyber coverage)

The claim trigger wording will be modified to reflect a more traditional “claims made” basis. The coverage change will not result in a material change for members. (Claims-made basis means that the policy in force when the claim is made is the policy that responds. This differs from an “occurrence” basis, in which the policy in force when the occurrence that gave rise to the claim is the policy that responds.)

Professional engineering services assumed in contract (liability coverage)

Coverage structure will be simplified by relocating an exclusion for damages arising out of professional services provided by contracted engineers and surveyors from the “covered contract” definition and moving it to the standard professional services exclusion.

Pollutant exposure wording (liability coverage)

A clarification will be made to the pollution exposure wording in the “products hazard” and “limited contamination liability claim” definitions so it matches the standard pollution exclusion. There is also a redundant pollution claim exclusion in the definition of “damages” that will be removed.

Sexual abuse and molestation claims (liability coverage)

Wording will be strengthened to prevent the stacking of limits for claims arising out of the same related cause or common perpetrator, or over multiple coverage terms.

Reverse incarceration claims (liability coverage)

Wording will be strengthened to reflect the existing intent that the \$2 million municipal liability limit applies to claims for any wrongful acts or series of related wrongful acts contributing to wrongful arrest, detention, imprisonment, prosecution, or conviction.

Cannabis sales (liability coverage)

Language will clarify that the exception to the cannabis sales exclusion applies for low potency edible cannabinoid products sold at both on and off sale liquor stores.

Insect damage to plants exclusion (property coverage)

The existing exclusion for damage caused by decay, deterioration, disease, or pathogen to plants or trees will be clarified to confirm that damage to plants caused by insects such as emerald ash borer are not covered.

Mobile property endorsement (property coverage)

There is an endorsement used to specify which mobile property a member intends to cover and which limits apply. The definition of “mobile property” will be posted at the top of the endorsement so it’s easier to interpret at a quick glance.

Cyber/war exclusions (property coverage)

There is a broad cyber exclusion in the property coverage, but there is a narrow exception to the exclusion for resulting fire, explosion, or water damage. Wording is added to clarify the exception to the exclusion does not apply if the damage is caused by any action undertaken by or on behalf of a foreign sovereign state.

Underground wiring (property coverage)

The existing exclusion for electric power transmission and distribution lines will add a definition of transmission and distribution lines and clarify the exclusion applies regardless of whether the lines are above or below ground.

Underground piping at swimming pools (property coverage)

The property coverage contains a general exclusion for underground and buried pipes, but there is an exception to the exclusion for pipes that are part of a water or wastewater treatment plant, lift station, or part of a geothermal heating and cooling system. An additional exception will be added for underground pipes that are part of a swimming pool or splash pad.

Electric generation and substation locations (property coverage)

There are two clean-up changes for special endorsements used to modify property coverage for electric generation and distribution facilities. For the endorsement LMCIT uses for substation locations, an irrelevant clause will be removed that applies to internal combustion engines, which don't exist at substations. For endorsements used for generation facilities and substation locations, wording related to arcing and mechanical breakdown perils and damage to computer equipment and electronic data will be clarified.

Cannabis sales (optional liquor liability coverage)

Coverage will be clarified to state that LMCIT's optional liquor liability coverage only applies to the sale of low potency cannabinoid products sold from liquor on and off sale stores, not the sale of high-potency products or the marijuana flower.

Your LMC Resource

Underwriters are available to assist with questions about coverages and more.

[Connect with Underwriters](#)

choose "Underwriting" under "Department"

Have Ideas for Enhanced Coverage?

Do you have ideas to enhance the Trust's coverages? We'd like to hear from you.

[Contact an Underwriter](#)

choose "Underwriting" under "Department"

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 1/20/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Package League of Minnesota Cities Insurance Trust
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Defense Cost Reimbursement League of Minnesota Cities Insurance Trust

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

- Pollution
- Property - Mobile Property

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct

Middle St. Croix River Watershed Management Organization

and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

Company

Signature

Date: _____





TO: Middle St. Croix Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: February 6, 2025
RE: **7j.) CSAH 5 Cash-in-Lieu, Owens Street North Gutter Bins**

In 2022 the MSCWMO received \$153,750 from Washington County as cash-in-lieu of on-site stormwater treatment associated with the CSAH 5 Phase 2 Improvement Project, located within MSCWMO boundaries and in the City of Stillwater.

WMO staff have engaged Washington County Public Works staff to identify alternative on-site pollutant load reduction strategies to count toward the 60% TP load reduction target of 4 lbs/yr for the project. A portion of this TP load reduction target may be achieved through the installation of catch-basin inserts or “gutter bins” for trash and coarse particulate pollutant removal. Frog Creek Partners, manufacturer of the original “Gutter Bin”, has provided a quote for design, fabrication and installation of a series of 10 gutter bins along Owens Street North between Laurel Street West and Wilkins Street West.

The WMO Administrator requests board approval to encumber \$27,048 cash-in-lieu for design, fabrication and installation of the gutter bin series on Owens Street North, and for staff time needed for project oversight, technical assistance and five years of routine maintenance.

Project Estimate	
Frog Creek “Gutter Bin” (Qty: 10)	\$13,720.00
Installation assistance provided by manufacturer	\$2,200.00
Project oversight (MSCWMO and WCD staff time)	\$5,000.00
5-year gutter bin maintenance plan (\$520/yr)	\$2,600.00
Subtotal	\$23,520.00
Project Contingency (15%)	\$3,528.00
Total	\$27,048.00

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve encumbrance of \$27,048 cash-in-lieu for the installation of the Frog Creek Partners “Gutter Bin” series on CSAH 5, Owens Street North.



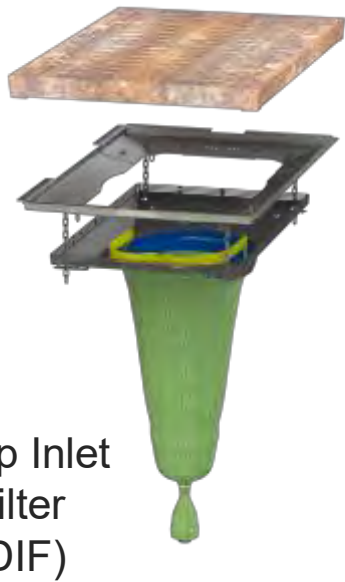
The Gutter Bin® Stormwater Filtration System



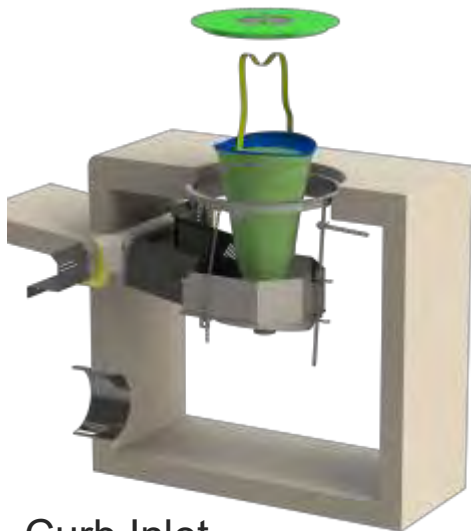
The patent pending Gutter Bin stormwater filtration system is a filter that removes toxic pollution from stormwater resulting in cleaner rivers and oceans.

Competitive Advantages:

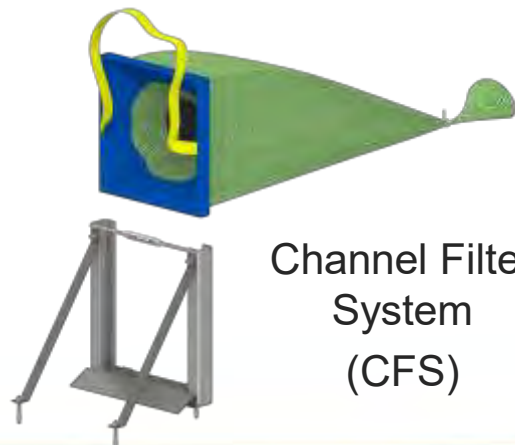
- High hydraulic capacity
- Adjustable overflow
- Measurable results
- Sponsorship & branding
- Customizable filtration
- Chemistry by MYCELX®



Drop Inlet
Filter
(DIF)



Curb Inlet
Filter
(CIF)



Channel Filter
System
(CFS)



Original Gutter
Bin (OGB)

**100% trash capture tested
& California certified**



TO: Middle St. Croix Board of Managers
FROM: Matt Downing, Administrator
DATE: February 6, 2025
RE: **7k.)Board Memo of Grant Application, Lower St. Croix Partnership**

WMO staff are requesting authorization to apply for up to \$49,000 in funding through the Lower St. Croix Partnership to incentivize and allocate funds toward bioengineered bluff stabilization techniques and buffer enhancement efforts for landowners on Lake St. Croix. WMO staff are in the process of developing criteria for cost-share distribution and prioritization based on landowner interest and evaluated site condition. The draft criteria are as follows:

- 1. Using LSCP funds, the MSCWMO will fund eligible projects 100% up to \$10,000 for projects focused on bioengineered bluff to stabilization techniques and bluffland enhancement efforts. Exceptions will be made for limited armoring to protect existing infrastructure. Landowners will have the opportunity to apply for MSCWMO Water Quality Improvement cost-share up to \$5,000* for activities such as invasive species removal and revegetation with Minnesota native seed and/or plant material.*
- 2. In cases where the landowner elects to pursue hard armoring at the bluff toe, or where it is recommended by the WCD District Engineer, the MSCWMO will cost-share projects up to \$5k for properly installed vegetated "root rap" in place of or as an enhancement to proposed riprap. Landowners will have the opportunity to apply for MSCWMO Water Quality Improvement cost-share up to \$5,000* for activities such as invasive species removal and revegetation with Minnesota native seed and/or plant material.*

* Pollutant load reduction estimates and associated MSCWMO Water Quality Improvement cost-share recommendations will be determined using a combination of RUSLE2 modeling software and the BWSR Water Erosion Pollution Reduction Estimator (v2.0) to estimate rates of erosion before and after bluffland stabilization or enhancement efforts. MSCWMO Water Quality Improvement cost-share policy shall apply.

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to authorize WMO Administrator to apply for Lower St. Croix Partnership funding up to \$49,000.



TO: Middle St. Croix Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: February 3, 2025
RE: Eckel Stewardship Grant Request

Stillwater residents Angie and Matt Eckel are applying for a MSCWMO Stewardship Grant to establish a 650 ft² native pollinator garden at their residence at 6260 Lookout Trl N. Angie and Matt request \$500 in MSCWMO cost share to help pay for locally-sourced native plant material.

Project Estimate: \$2,500
Amount of Phosphorus removed: n/a
Cost Share requested: \$500

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve encumbrance of \$500 cost share for the Eckel native landscaping project.

Location & Photos:



MSCWMO Member Communities

Afton • Bayport • Baytown • Lakeland • Lakeland Shores • Lake St. Croix Beach • Oak Park Heights
St. Mary's Point • Stillwater • West Lakeland



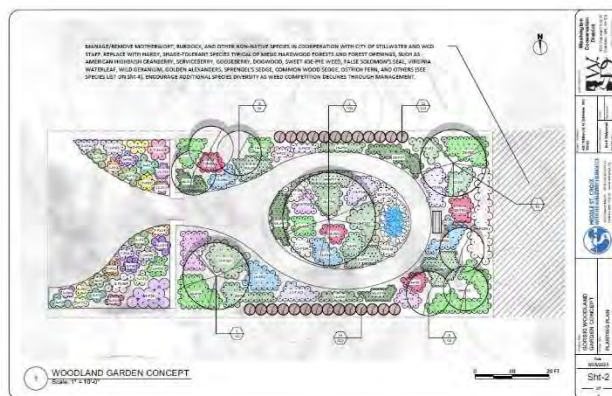
TO: Middle St. Croix Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: February 3, 2025
RE: Gorski/Bird City Gardens Stewardship Grant Request

Wendy Gorski, Stillwater resident and founder of the local nonprofit Bird City Gardens is applying for a MSCWMO Stewardship Grant to install a 5,000 square-foot native demonstration garden to provide habitat for birds, pollinators, and other wildlife. The demonstration garden will be open to the public and used as a tool to “empower people to protect birds and pollinators and to take joy in connecting with nature.”

Project Estimate: \$13,000
Amount of Phosphorus removed: n/a
Cost Share requested: \$500

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve encumbrance of \$500 cost share for the Gorski/Bird City Gardens demonstration garden at the Mulberry Ravine Bird Station.

Location & Photos:



MSCWMO Member Communities

Afton • Bayport • Baytown • Lakeland • Lakeland Shores • Lake St. Croix Beach • Oak Park Heights
 St. Mary's Point • Stillwater • West Lakeland



TO: Middle St. Croix Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: February 3, 2025
RE: McCready Stewardship Grant Request

Bayport resident Andrea McCready is applying for a MSCWMO Stewardship Grant to manage invasive species and enhance habitat for wildlife on 0.5 acres located at 132 7th St S. The residents have reached out Edge Ecosystems to perform the enhancement work in spring of 2025.

Project Estimate: \$ 1,240.89
Amount of Phosphorus removed: n/a
Cost Share requested: \$500

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve encumbrance of \$500 cost share for the McCready woodland enhancement project.

Location & Photos:



MSCWMO Member Communities

Afton • Bayport • Baytown • Lakeland • Lakeland Shores • Lake St. Croix Beach • Oak Park Heights
St. Mary's Point • Stillwater • West Lakeland



TO: Middle St. Croix Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: February 7, 2025
RE: McGinnis Stewardship Grant Request

Stillwater resident Allison McGinnis is applying for a 2025 MSCWMO Stewardship Grant to revitalize landscaped areas and install native pocket plantings (totaling 1,500 square feet) on her property located at 415 Willard St W to provide habitat for birds, pollinators, and other wildlife. She is requesting \$500 cost-share for native perennial sedges, wildflowers, and shrubs.

Project Estimate: \$2,150
Amount of Phosphorus removed: n/a
Cost Share requested: \$500

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve encumbrance of \$500 cost share for the McGinnis native landscaping project.

Location & Photos:

PROJECT LOCATION



Esri Community Map Contributors, City of Stillwater, MN; Metropolitan Council; Westcott, Inc.; Tomlin, Dennis; S&B/C&S; GeoInformation; US; VERTIKAL; USGS; EPA; NPS; US Census Bureau; USDA; USFWS; Esri; NOAA; NOAA; USGS; FEMA

Washington County MN; Esri; NOAA; NOAA; USGS; FEMA; Esri Community Map Contributors, City of Stillwater, MN; Metropolitan Council; Westcott, Inc.; Tomlin, Dennis; S&B/C&S

MSCWMO Member Communities

Afton • Bayport • Baytown • Lakeland • Lakeland Shores • Lake St. Croix Beach • Oak Park Heights
St. Mary's Point • Stillwater • West Lakeland



TO: Matt Oldenburg-Downing, Administrator
FROM: Rebecca Nestingen, PE
DATE: January 28, 2025
RE: **9a) Plan Reviews/Submittals**

The following is a summary of recent activity on projects submittals which qualify for plan review under the MSCWMO 2015 Watershed Management Plan (WMP):

- **Lakeland Shores Proprieties.** Submittal items were received on October 24th, 2024 for a proposed commercial building development within the MSCWMO boundaries and the City of Lakeland Shores. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves approximately 0.8 acres of new impervious surfaces. Revised materials were submitted on January 23rd, 2025. The proposed project fully complies with MSCWMO volume control performance standards with an infiltration basin proposed for stormwater management. *MSCWMO staff recommends approval with one condition.*
- **BayHaven at Bayport.** Submittal items were received on November 18th, 2024 for a proposed 28 acre single and multi-family residential development within the MSCWMO boundaries and the City of Bayport. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves approximately 7 acres of new impervious surfaces. Revised materials were submitted on January 9th and 23rd, 2025. The proposed project fully complies with MSCWMO volume control performance standards utilizing 3 infiltration basins (deemed appropriate with higher level of engineering review) and disconnected impervious. To offset treatment of the new turn lane impervious not routed to BMP, existing impervious along Stagecoach is captured for treatment in lieu of the turn lane. *MSCWMO staff recommends approval with four conditions.*
- **St. Croix WWTP.** Submittal items were received on November 21st, 2024 for reconstruction of 2.1 acres of pavement and future expansions and improvements of the WWTP within the MSCWMO boundaries and the City of Oak Park Heights. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves approximately 2 acres of reconstructed impervious surfaces. Revised materials were submitted on December 20th, 2024 and January 17th, 2025. Bedrock in close proximity to the surface precludes the use of infiltration at one of the BMP locations therefore volume control was achieved to the maximum extent practicable at two other locations and iron enhance filtration was utilized to achieve 73% total phosphorus load reduction in compliance with MIDS FTO #2. *MSCWMO staff recommends approval with two conditions.*
- **Cheep Storage Expansion.** Submittal items were received on December 20th, 2024 for Cheep Storage at 228 St. Croix Trail N within the MSCWMO boundaries and the City of Lakeland. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves approximately 1.7 acres of new impervious surfaces. Revised materials were submitted on January 7th, 2025. The proposed project fully complies with MSCWMO volume control performance standards with an infiltration basin proposed for stormwater management. *MSCWMO staff recommends approval with two conditions.*

MSCWMO Member Communities

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St. Mary's Point • Stillwater • West Lakeland



January 27, 2025

Kim Points
City of Lakeland Shores
PO Box 246
Lakeland, MN 55043

Dear Ms. Points,

The Middle St. Croix Watershed Management Organization (MSCWMO) received submittal items on October 24th, 2024 for proposed commercial building at 16XXX 1st Street S within the MSCWMO boundaries and the City of Lakeland Shores. Revised materials following an initial review and comment were received on January 23rd, 2025. The project involves a commercial building, parking lot, and stormwater management facilities on a currently undeveloped parcel. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves removal of vegetation on greater than 10,000 square feet of land and creation of more than 6,000 square feet of impervious surface. The MSCWMO staff recommends approval with the following one condition:

1. The stormwater management facilities declaration and agreement is executed.

MSCWMO review process information can be downloaded from www.mscwmo.org. Please contact me at 651-796-2227 or moldenburg-downing@mnwcd.org if you have any questions or comments regarding this correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Oldenburg-Downing".

Matt Oldenburg-Downing | Administrator
Middle St. Croix Watershed Management Organization



MSCWMO Review ID: 24-009

Review Date: 1/27/2025

Project Name: Lakeland Shores Properties, LLC.

Location: 16XXX 1st Street S., Lakeland Shores

Applicant: Bob Lind

Purpose: Commercial development

Recommendation: Approve with one condition:

1. Stormwater management facilities declaration and agreement is executed.

Applicability:

- Any project undertaking grading, filling, or other land alteration activities which involve movement of 100 cubic yards of earth or removal of vegetation on greater than 10,000 square feet of land.
- Any project that creates or fully reconstruct 6,000 square feet or more of impervious surface.
- All major subdivisions or minor subdivisions that are part of a common plan of development. Major subdivisions are defined as subdivisions with 4 or more lots.
- Any project with wetland impacts, grading within public waters, grading within buffers or within 40-feet of the bluff line.
- Development projects that impact 2 or more of the member communities.
- New or redevelopment projects within the St. Croix Riverway that require a building permit that add 500 square feet of additional impervious surface.
- Any project requiring a variance from the current local impervious surface zoning requirements for the property.
- Any land development activity, regardless of size, that the City determines is likely to cause an adverse impact to an environmentally sensitive area or other property, or may violate any other erosion and sediment control standard set by the member community.

Submittal Items:

- A completed and signed project review application form and review fee.
- Grading Plan/Mapping Exhibits:
 - Property lines and delineation of lands under ownership of the applicant.
 - NA Delineation of existing on-site wetlands, shoreland and/or floodplain areas (including any buffers).
 - NA Ordinary High Water (OHW) elevations and datum, as determined by the MDNR (if applicable).
 - Existing and proposed site contour elevations related to NAVD 1988 datum (preferred) or NGVD, 1929. Datum must be noted on exhibits.

- Drainage easements covering land adjacent to ponding areas, wetlands, and waterways up to their 100-year flood levels and covering all ditches and storm sewers. Access easements to these drainage easements and to other stormwater management facilities shall also be shown. (Not required for sites within public right-of-way)
- Minimum building elevation for each lot.
- Identification of downstream water body.
- Delineation of the subwatersheds contributing runoff from off-site, proposed and existing on-site subwatersheds, and flow directions/patterns.
- Location, alignment, and elevation of proposed and existing stormwater facilities.
- Existing and proposed normal water elevations and the critical (the highest) water level produced from the 100-year 24-hour storms.
- Location of the 100-year flood elevation, natural overflow elevation, and lowest floor elevations.
- A Stormwater Pollution Prevention Plan in compliance with the requirements of the NPDES SDS Construction Stormwater Permit.
- Permanent Stormwater Management System in compliance with the requirements of the NPDES SDS Construction Stormwater Permit and MSCWMO Performance Standards.
 - Impervious areas (Pre- and Post-Construction).
 - Construction plans and specifications for all proposed stormwater management facilities.
 - Location(s) of past, current or future onsite well and septic systems (if applicable).
- Other exhibits required to show conformance to these Performance Standards.
- Hydrologic/Hydraulic Design Exhibits:
 - All hydrologic and hydraulic computations completed to design the proposed stormwater management facilities shall be submitted. Model summaries must be submitted. The summaries shall include a map that corresponds to the drainage areas in the model and all other information used to develop the model.
 - A table (or tables) must be submitted showing the following:
 - A listing of all points where runoff leaves the site and the existing and proposed stormwater runoff rates and volumes.
 - A listing of the normal water levels under existing and proposed conditions and the water levels produced from the storm and runoff events listed above for all on-site wetlands, ponds, depressions, lakes, streams, and creeks.
- A proposed maintenance agreement, which may be in the format of Appendix K, or other form approved by the city.
- This site drains to, and is within one mile of special or impaired water and complies NPDES CSW additional requirements.

STORMWATER MANAGEMENT PERFORMANCE STANDARDS

- Water quality treatment is provided prior to direct discharge of stormwater to wetlands and all other water bodies.

Rate and Flood Control Standards

- The peak rate of stormwater runoff from a newly developed or redeveloped site shall not exceed the 2-, 10-, and 100-year 24-hour storms with respective 2.8, 4.2, and 7.3-inch rainfall depths with MSCWMO approved time distribution based on Atlas 14 for existing and proposed conditions. The runoff curve number for existing agriculture areas shall be less than or equal to the developed condition curve number. The newly developed or redeveloped peak rate shall not exceed the existing peak rate of runoff for all critical duration events, up to and including the 100-year return frequency storm event for all points where discharges leave a site during all phases of development.
- Predevelopment conditions assume “good hydrologic conditions” for appropriate land covers as identified in TR-55 or an equivalent methodology. Runoff curve numbers have been increased where predevelopment land cover is cropland:

Hydrologic Soil Group A	Runoff Curve Number 56
Hydrologic Soil Group B	Runoff Curve Number 70
Hydrologic Soil Group C	Runoff Curve Number 79
Hydrologic Soil Group D	Runoff Curve Number 83

- Computer modeling analyses includes secondary overflows for events exceeding the storm sewer systems level-of-service up through the critical 100-year event.

NA In sub-areas of a landlocked watershed, the proposed project does not increase the predevelopment volume or rate of discharge from the sub-area for the 10-year return period event.

- Flowage easements up to the 100-yr flood level have been secured for stormwater management facilities (such as ditches and storm sewers).
- Lowest floor elevations of structures built adjacent to stormwater management features and other water bodies are a minimum of two feet above the 100-year flood elevation and a minimum of two feet above the natural overflow of landlocked basins.

Volume Control Standards

- Calculations/computer model results indicate stormwater volume is controlled for new development and redevelopment requirements per the MSCWMO Design Standards.

Volume Retention Required (cu. ft.)	Volume Retention Provided (cu. ft.)
$33,325 \text{ sq. ft.} \times \frac{1.1 \text{ in}}{12 \text{ in/ft}} = 3,055 \text{ cu. ft.}$	BMP Volume BMP #1 3,755 cu. ft.
Total Required Volume Retention = 3,055 cu. ft.	Total Provided Volume Retention = 3,755 cu. ft.

Flexible Treatment Options (when applicable)

- NA Applicant demonstrated qualifying restrictions as defined in Section 7.2.2 (4) of the 2015 MSCWMO Watershed Management Plan that prohibits the infiltration of the entire required volume.
- NA FTO #1: MIDS calculator submission removes 75% of the annual total phosphorous.
- NA FTO #2: MIDS calculator submission removes 60% of the annual total phosphorous.
- NA FTO #3: Offsite mitigation equivalent to the volume reduction standard is provided.

Infiltration/Filtration Design Standards

- Proposed stormwater management features meet or exceed NPDES General Construction Permit requirements are designed in conformance with the most recent edition of the State of Minnesota Stormwater Manual.
- None of the following conditions exist that prohibit infiltration of stormwater on the site
 - a. Areas where vehicle fueling and maintenance occur.
 - b. Areas where contaminants in soil or groundwater will be mobilized by infiltrating stormwater.
 - c. Areas where soil infiltration rates are field measured at more than 8.3 inches per hour unless amended to slow the infiltration rate below 8.3 inches per hour. **Post construction testing and amendments as required.**
 - d. Areas with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock.
 - e. Areas of Hydrologic Soil Group D (clay) soils
 - f. Areas within DSWMAs and ERAs unless infiltration is deemed appropriate based on Minnesota Stormwater Manual Guidance
 - g. Areas within 1,000 feet up-gradient, or 100 feet down-gradient of active karst features unless allowed by a local unit of government with a current MS4 permit.
 - h. Areas that receive runoff from industrial facilities not authorized to infiltration stormwater under the NPDES stormwater permit for industrial activities.

- Minimum setbacks from the Minnesota Department of Health for infiltration practices are met

Setback	Minimum Distance (ft.)
Property line	10
Building foundation*	10
Private well	35
Public water supply well	50
Septic system tank/leach field	35

*Minimum with slopes directed away from the building

- Pretreatment devices(s) remove at least 50% of sediment loads. If downstream from a potential hot spot, a skimmer is in place to facilitate cleanup.
- Water quality volume will be discharged through infiltration or filtration media in 48 hours or less.
- For bioretention (biofiltration and bioinfiltration) volume control management facilities above ground with vegetation the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate. The maximum water depth for bioretention stormwater volume control management facilities above ground with vegetation is 1.5 feet.
- For infiltration basin volume control management facilities the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate.

- Appropriate soil borings have been conducted that meet the minimum standards. A minimum of one boring was conducted at the location of the infiltration facility for facilities up to 1,000 ft²; between 1,000 and 5,000 ft², two borings; between 5,000 and 10,000 ft², three borings; and greater than 10,000 ft², 4 borings plus an additional boring for every 2,500 ft² beyond 12,500 ft².
 - a. Soil borings extend a minimum of five feet below the bottom of the infiltration practice. If fractured bedrock is suspected, the soil boring goes to a depth of at least ten feet below the proposed bottom of the volume control facility.
 - b. A minimum of three feet of separation to the seasonal water table and/or bedrock.
 - c. Identify unified soil classification.
 - The least permeable soils horizon identified in the soil boring dictated the infiltration rate.
 - Additional flows are bypassed and are routed through stabilized discharge points.
- NA Filtration basin demonstrates a basin draw down between 24 hours and 48 hours.
- NA Filtration system Iron Enhanced Sand Filter is sized to bind soluble phosphorous removal for 30 year functional life of the system using the published value of 17lbs.phosphorous removal per 20 yards of 5% by weight iron filings to 95% sand.
- Identify as build survey and method to demonstrate infiltration or filtration basin is functioning.
 - Construction plans provide adequate construction guidance to prevent clogging or compaction and demonstrate performance.
 - a. Excavation within 2.0 feet of final grade for infiltration/filtration systems is prohibited until contributing drainage areas are constructed and fully stabilized.
 - b. Rigorous sediment and erosion controls planned to divert runoff away from the system.
 - c. Installation of volume control facilities must occur in dry soil conditions. Excavation, soil placement and rapid stabilization of perimeter slopes must be accomplished prior to the next precipitation event.
 - d. Excavation shall be performed by an excavator with a toothed bucket. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin.
 - e. Prior to the release of any remaining fee or security, the permit holder must provide documentation that constructed volume control facilities perform as designed.
 - There is a way to visually verify the system is operating as designed.
 - A minimum 8.0' maintenance access is provided to all stormwater facilities.

EROSION AND SEDIMENT CONTROL PERFORMANCE STANDARDS

- A Stormwater Pollution Prevention Plan (SWPPP) that meets the National Pollutant Discharge Elimination System (NPDES) requirements.

Narrative

- Identify the person knowledgeable and experienced who will oversee the implementation of the SWPPP; the installation, inspection, and maintenance of the BMPs.
 - a. Identifies the person who will oversee the BMP inspection and maintenance.
 - b. Identify the training requirements are satisfied.
 - c. Inspections performed once every 7 days.

- d. Inspections performed within 24 hours of a rain event greater than 0.5 in/24 hours.
- e. Inspection and Maintenance records include:
 - i. Date and time of inspection.
 - ii. Name of person(s) conducting inspections.
 - iii. Finding of inspections, including the specific location where corrective actions are needed.
 - iv. Corrective actions taken (including dates, times, and party completing maintenance activities).
 - v. Date and amount of rainfall events greater than 0.5 in/24 hours.
 - vi. Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, or by a weather station that is within one mile or by a weather reporting system.
 - vii. Requirements to observe, describe, and photograph any discharge that may be occurring during the inspection.
 - viii. All discovered nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow.
- Describes procedures to amend the SWPPP and establish additional temporary ESC BMPs as necessary for site conditions.
- Describes the installation timing for all Erosion Sediment Control (ESC) Best Management Practices (BMPs).
- Describes final stabilization methods for all exposed Methods used to minimize soil compaction and preserve topsoil must be described.
- Describes dewatering technique to prevent nuisance conditions, erosion, or inundation of wetlands.
- NA Identifies any specific chemicals and the chemical treatment systems that may be used for enhancing the sedimentation process on the site, and how compliance will be achieved with the permit requirements.
- Describes the following pollution prevention management measures:
 - a. Storage, handling, and disposal of construction products, materials, and wastes.
 - b. Fueling and maintenance of equipment or vehicles; spill prevention and response.
 - c. Vehicle and equipment washing.
 - d. No engine degreasing allowed on site.
 - e. Containment of Concrete and other washout waste.
 - f. Portable toilets are positioned so that they are secure.

Plan Sheets

- NA Temporary Sediment Basins required (10 acres draining to common location or 5 acres App. A) and design meets the following criteria:
 - a. Adequately sized – 2-year, 24-hour storm, minimum 1,800 feet/acre; or no calculative minimum 3,600ft³/acre.
 - b. Designed to prevent short circuiting.
 - c. Outlets designed to remove floating debris.
 - d. Outlets designed to allow complete drawdown.
 - e. Outlets designed to withdraw water from the surface
 - f. Outlets have energy dissipation.
 - g. Have a stabilized emergency spillway.
 - h. Situated outside of surface waters and any natural buffers.

- Locations and types of all temporary and permanent Erosion Control BMPs.
 - a. Exposed soils have erosion protection/cover initiated immediately and finished within 7 days.
 - b. Wetted perimeters of ditches stabilized within 200 feet of surface water within 24 hours.
 - c. Pipe outlets have energy dissipation within 24 hours of connecting.
- Locations and types of all temporary and permanent Sediment Control BMPs.
 - a. Sediment control practices established on down gradient perimeters and upgradient of any buffer zones.
 - b. All inlets are protected.
 - c. Stockpiles have sediment control and placed in areas away from surface waters or natural buffers.
 - d. Construction site entrances minimize street tracking
 - e. Plans minimize soil compaction and, unless infeasible to preserve topsoil.
 - f. Fifty foot natural buffers preserved or (if not feasible) provide redundant sediment controls when a surface water is located within 50 feet of the project's earth disturbances and drains to the surface water.
- Tabulated quantities of all erosion prevention and sediment control BMPs.
- Stormwater flow directions and surface water divides for all pre- and post-construction drainage areas.
- NA Locations of areas not to be disturbed (buffer zones).
- NA Location of areas where construction will be phased to minimize duration of exposed soil areas.
- NA Blufflines are protected from construction activities in urban (40 foot buffer) areas and rural areas (100-foot buffer).

WETLAND PERFORMANCE STANDARDS

- NA Direct discharge of stormwater to wetlands and all other water bodies without water quality treatment is prohibited.
- NA Any potential changes to the hydrology of the wetland (i.e. changes to the outlet elevation or contributing drainage area) must be reviewed to evaluate the impact of both the existing and proposed wetland conditions and approved by the MSCWMO.
- NA Land-altering activities shall not increase the bounce in water level or duration of inundation from a 2.0-inch 24-hour storm for any downstream wetland beyond the limit specified in Table 7.2 for the individual wetland susceptibility class.

LAKE, STREAM AND WETLAND BUFFER PERFORMANCE STANDARDS

- NA A buffer zone of unmowed natural vegetation is maintained or created upslope of all water bodies (wetlands, streams, lakes).
- NA A 50 foot natural buffer or (if a buffer is infeasible) provide redundant sediment controls when a surface water is located within 50 feet of the project's earth disturbances and stormwater flows to the surface water.
- NA If adjacent to a Special or Impaired Water an undisturbed buffer zone of not less than 100 linear feet from the special water is maintained both during construction and as a permanent feature post construction.



January 27, 2025

Matt Kline
City of Bayport
294 N Third St.
Bayport, MN 55003

Dear Mr. Kline,

The Middle St. Croix Watershed Management Organization (MSCWMO) received submittal items on November 18th, 2024 for proposed residential development at 4745 Stagecoach Trail North 1st within the MSCWMO boundaries and the City of Bayport. Revised materials following an initial review and comment were received on January 9th and 23rd, 2025. The project involves approximately 35 single-family detached villa homes and a multi-family building with 58-62 dwelling units. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves removal of vegetation on greater than 10,000 square feet of land and creation of more than 6,000 square feet of impervious surface. The MSCWMO staff recommends approval with the following four conditions:

1. A proposed maintenance agreement, which may be in the format of Appendix I, or other form approved by the city is executed.
2. Borings are provided which extend at least 5' below the proposed basin bottom.
3. Grading and erosion control notes (C400) timeframe for note 11 and 12 must be updated to 7 days for stabilization of disturbed soils.
4. Construction phasing is provided to minimize duration of exposed soil areas.

MSCWMO review process information can be downloaded from www.mscwmo.org. Please contact me at 651-796-2227 or moldenburg-downing@mnwcd.org if you have any questions or comments regarding this correspondence.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Oldenburg-Downing'.

Matt Oldenburg-Downing | Administrator
Middle St. Croix Watershed Management Organization



PROJECT REVIEW CHECKLIST

MSCWMO Review ID: 24-010

Location: 4745 Stagecoach Trail N, Bayport

Project Name: BayHaven at Bayport

Purpose: Development of 35 single-family detached villa homes and a multifamily building

Applicant: Leonard Pratt

Review Date: 1/27/2025

Recommendation: Approval with 4 conditions:

1. A proposed maintenance agreement, which may be in the format of Appendix I, or other form approved by the city is executed.
2. Borings are provided which extend at least 5' below the proposed basin bottom.
3. Grading and erosion control notes (C400) timeframe for note 11 and 12 must be updated to 7 days for stabilization of disturbed soils.
4. Construction phasing is provided to minimize duration of exposed soil areas.

Applicability:

- Any project undertaking grading, filling, or other land alteration activities which involve movement of 100 cubic yards of earth or removal of vegetation on greater than 10,000 square feet of land.
- Any project that creates or fully reconstruct 6,000 square feet or more of impervious surface.
- All major subdivisions or minor subdivisions that are part of a common plan of development. Major subdivisions are defined as subdivisions with 4 or more lots.
- Any project with wetland impacts, grading within public waters, grading within buffers or within 40-feet of the bluff line.
- Development projects that impact 2 or more of the member communities.
- New or redevelopment projects within the St. Croix Riverway that require a building permit that add 500 square feet of additional impervious surface.
- Any project requiring a variance from the current local impervious surface zoning requirements for the property.
- Any land development activity, regardless of size, that the City determines is likely to cause an adverse impact to an environmentally sensitive area or other property, or may violate any other erosion and sediment control standard set by the member community.

Submittal Items:

- A completed and signed project review application form and review fee.
- Grading Plan/Mapping Exhibits:
 - Property lines and delineation of lands under ownership of the applicant.

- Delineation of existing on-site wetlands, shoreland and/or floodplain areas (including any buffers).
- NA Ordinary High Water (OHW) elevations and datum, as determined by the MDNR (if applicable).
- Existing and proposed site contour elevations related to NAVD 1988 datum (preferred) or NGVD, 1929. Datum must be noted on exhibits.
- Drainage easements covering land adjacent to ponding areas, wetlands, and waterways up to their 100-year flood levels and covering all ditches and storm sewers. Access easements to these drainage easements and to other stormwater management facilities shall also be shown. (Not required for sites within public right-of-way)
- Minimum building elevation for each lot.
- Identification of downstream water body.
- Delineation of the subwatersheds contributing runoff from off-site, proposed and existing on-site subwatersheds, and flow directions/patterns.
- Location, alignment, and elevation of proposed and existing stormwater facilities.
- Existing and proposed normal water elevations and the critical (the highest) water level produced from the 100-year 24-hour storms.
- Location of the 100-year flood elevation, natural overflow elevation, and lowest floor elevations.
- A Stormwater Pollution Prevention Plan in compliance with the requirements of the NPDES SDS Construction Stormwater Permit.
- Permanent Stormwater Management System in compliance with the requirements of the NPDES SDS Construction Stormwater Permit and MSCWMO Performance Standards.
 - Impervious areas (Pre- and Post-Construction).
 - Construction plans and specifications for all proposed stormwater management facilities.
 - Location(s) of past, current or future onsite well and septic systems (if applicable).
- Other exhibits required to show conformance to these Performance Standards.
- Hydrologic/Hydraulic Design Exhibits:
 - All hydrologic and hydraulic computations completed to design the proposed stormwater management facilities shall be submitted. Model summaries must be submitted. The summaries shall include a map that corresponds to the drainage areas in the model and all other information used to develop the model.
 - A table (or tables) must be submitted showing the following:
 - A listing of all points where runoff leaves the site and the existing and proposed stormwater runoff rates and volumes.
 - A listing of the normal water levels under existing and proposed conditions and the water levels produced from the storm and runoff events listed above for all on-site wetlands, ponds, depressions, lakes, streams, and creeks.

- A proposed maintenance agreement, which may be in the format of Appendix I, or other form approved by the city.
- This site drains to, and is within one mile of special or impaired water and complies NPDES CSW additional requirements.

STORMWATER MANAGEMENT PERFORMANCE STANDARDS

- Water quality treatment is provided prior to direct discharge of stormwater to wetlands and all other water bodies.

Rate and Flood Control Standards

- The peak rate of stormwater runoff from a newly developed or redeveloped site shall not exceed the 2-, 10-, and 100-year 24-hour storms with respective 2.8, 4.2, and 7.3-inch rainfall depths with MSCWMO approved time distribution based on Atlas 14 for existing and proposed conditions. The runoff curve number for existing agriculture areas shall be less than or equal to the developed condition curve number. The newly developed or redeveloped peak rate shall not exceed the existing peak rate of runoff for all critical duration events, up to and including the 100-year return frequency storm event for all points where discharges leave a site during all phases of development.
- Predevelopment conditions assume “good hydrologic conditions” for appropriate land covers as identified in TR-55 or an equivalent methodology. Runoff curve numbers have been increased where predevelopment land cover is cropland:

Hydrologic Soil Group A	Runoff Curve Number 56
Hydrologic Soil Group B	Runoff Curve Number 70
Hydrologic Soil Group C	Runoff Curve Number 79
Hydrologic Soil Group D	Runoff Curve Number 83

- Computer modeling analyses includes secondary overflows for events exceeding the storm sewer systems level-of-service up through the critical 100-year event.

NA In sub-areas of a landlocked watershed, the proposed project does not increase the predevelopment volume or rate of discharge from the sub-area for the 10-year return period event.

- Flowage easements up to the 100-yr flood level have been secured for stormwater management facilities (such as ditches and storm sewers).
- Lowest floor elevations of structures built adjacent to stormwater management features and other water bodies are a minimum of two feet above the 100-year flood elevation and a minimum of two feet above the natural overflow of landlocked basins.

Volume Control Standards

- Calculations/computer model results indicate stormwater volume is controlled for new development and redevelopment requirements per the MSCWMO Design Standards.

Volume Retention Required (cu. ft.)	Volume Retention Provided (cu. ft.)	
$300,161 \text{ sq. ft.} \times \frac{1.1 \text{ in}}{12 \text{ in/ft}} = 27,515 \text{ cu. ft.}$	BMP	Volume
	BMP #1	11,688 cu. ft.
	BMP #2	5,474 cu. ft.
	BMP #2	8,578 cu. ft.
	Disconnected Impervious	2,035 cu. ft.
Total Required Volume Retention = 27,515 cu. ft.	Total Provided Volume Retention = 27,775 cu. ft.	

Flexible Treatment Options (when applicable)

NA Applicant demonstrated qualifying restrictions as defined in Section 7.2.2 (4) of the 2015 MSCWMO Watershed Management Plan that prohibits the infiltration of the entire required volume.

NA FTO #1: MIDS calculator submission removes 75% of the annual total phosphorous.

NA FTO #2: MIDS calculator submission removes 60% of the annual total phosphorous.

NA FTO #3: Offsite mitigation equivalent to the volume reduction standard is provided.

Infiltration/Filtration Design Standards

- Proposed stormwater management features meet or exceed NPDES General Construction Permit requirements are designed in conformance with the most recent edition of the State of Minnesota Stormwater Manual.
- None of the following conditions exist that prohibit infiltration of stormwater on the site
 - a. Areas where vehicle fueling and maintenance occur.
 - b. Areas where contaminants in soil or groundwater will be mobilized by infiltrating stormwater.
 - c. Areas where soil infiltration rates are field measured at more than 8.3 inches per hour unless amended to slow the infiltration rate below 8.3 inches per hour.
 - d. Areas with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock.
 - e. Areas of Hydrologic Soil Group D (clay) soils
 - f. Areas within DSWMAs and ERAs unless infiltration is deemed appropriate based on Minnesota Stormwater Manual Guidance **Infiltration deemed appropriate by higher level of engineering review.**
 - g. Areas within 1,000 feet up-gradient, or 100 feet down-gradient of active karst features unless allowed by a local unit of government with a current MS4 permit.
 - h. Areas that receive runoff from industrial facilities not authorized to infiltration stormwater under the NPDES stormwater permit for industrial activities.

- Minimum setbacks from the Minnesota Department of Health for infiltration practices are met

Setback	Minimum Distance (ft.)
Property line	10
Building foundation*	10
Private well	35
Public water supply well	50
Septic system tank/leach field	35

*Minimum with slopes directed away from the building

- Pretreatment device(s) remove at least 50% of sediment loads. If downstream from a potential hot spot, a skimmer is in place to facilitate cleanup.

- Water quality volume will be discharged through infiltration or filtration media in 48 hours or less.
 - For bioretention (biofiltration and bioinfiltration) volume control management facilities above ground with vegetation the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate.
 - For infiltration basin volume control management facilities the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate.
 - Appropriate soil borings have been conducted that meet the minimum standards.
 - a. A minimum of one boring was conducted at the location of the infiltration facility for facilities up to 1,000 ft²; between 1,000 and 5,000 ft², two borings; between 5,000 and 10,000 ft², three borings; and greater than 10,000 ft², 4 borings plus an additional boring for every 2,500 ft² beyond 12,500 ft².
 - b. **Soil borings extend a minimum of five feet below the bottom of the infiltration practice.** If fractured bedrock is suspected, the soil boring goes to a depth of at least ten feet below the proposed bottom of the volume control facility. **B-17 and B-18 do not extend 5' below the proposed bottom of the basin 3.**
 - c. A minimum of three feet of separation to the seasonal water table and/or bedrock.
 - d. Identify unified soil classification.
 - The least permeable soils horizon identified in the soil boring dictated the infiltration rate.
 - Additional flows are bypassed and are routed through stabilized discharge points.
- NA Filtration basin demonstrates a basin draw down between 24 hours and 48 hours.
- NA Filtration system Iron Enhanced Sand Filter is sized to bind soluble phosphorous removal for 30 year functional life of the system using the published value of 17lbs.phosphorous removal per 20 yards of 5% by weight iron filings to 95% sand.
- Identify as build survey and method to demonstrate infiltration or filtration basin is functioning.
 - Construction plans provide adequate construction guidance to prevent clogging or compaction and demonstrate performance.
 - a. Excavation within 2.0 feet of final grade for infiltration/filtration systems is prohibited until contributing drainage areas are constructed and fully stabilized.
 - b. Rigorous sediment and erosion controls planned to divert runoff away from the system.
 - c. Installation of volume control facilities must occur in dry soil conditions. Excavation, soil placement and rapid stabilization of perimeter slopes must be accomplished prior to the next precipitation event.
 - d. Excavation shall be performed by an excavator with a toothed bucket. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin.
 - e. Prior to the release of any remaining fee or security, the permit holder must provide documentation that constructed volume control facilities perform as designed.
 - There is a way to visually verify the system is operating as designed.
 - A minimum 8.0' maintenance access is provided to all stormwater facilities.

EROSION AND SEDIMENT CONTROL PERFORMANCE STANDARDS

- A Stormwater Pollution Prevention Plan (SWPPP) that meets the National Pollutant Discharge Elimination System (NPDES) requirements.

Narrative

- Identify the person knowledgeable and experienced who will oversee the implementation of the SWPPP; the installation, inspection, and maintenance of the BMPs.
 - a. Identifies the person who will oversee the BMP inspection and maintenance.
 - b. Identify the training requirements are satisfied.
 - c. Inspections performed once every 7 days.
 - d. Inspections performed within 24 hours of a rain event greater than 0.5 in/24 hours.
 - e. Inspection and Maintenance records include:
 - i. Date and time of inspection.
 - ii. Name of person(s) conducting inspections.
 - iii. Finding of inspections, including the specific location where corrective actions are needed.
 - iv. Corrective actions taken (including dates, times, and party completing maintenance activities).
 - v. Date and amount of rainfall events greater than 0.5 in/24 hours.
 - vi. Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, or by a weather station that is within one mile or by a weather reporting system.
 - vii. Requirements to observe, describe, and photograph any discharge that may be occurring during the inspection.
 - viii. All discovered nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow.
- Describes procedures to amend the SWPPP and establish additional temporary ESC BMPs as necessary for site conditions.
- Describes the installation timing for all Erosion Sediment Control (ESC) Best Management Practices (BMPs).
- Describes final stabilization methods for all exposed areas.
- Methods used to minimize soil compaction and preserve topsoil must be described.
- Describes dewatering technique to prevent nuisance conditions, erosion, or inundation of wetlands.
- NA Identifies any specific chemicals and the chemical treatment systems that may be used for enhancing the sedimentation process on the site, and how compliance will be achieved with the permit requirements.
- Describes the following pollution prevention management measures:
 - a. Storage, handling, and disposal of construction products, materials, and wastes.
 - b. Fueling and maintenance of equipment or vehicles; spill prevention and response.
 - c. Vehicle and equipment washing.
 - d. No engine degreasing allowed on site.
 - e. Containment of Concrete and other washout waste.
 - f. Portable toilets are positioned so that they are secure.

Plan Sheets

- NA Temporary Sediment Basins required (10 acres draining to common location or 5 acres App. A) and design meets the following criteria:
 - a. Adequately sized – 2-year, 24-hour storm, minimum 1,800 feet/acre; or no calculative minimum 3,600ft³/acre.
 - b. Designed to prevent short circuiting.

- c. Outlets designed to remove floating debris.
 - d. Outlets designed to allow complete drawdown.
 - e. Outlets designed to withdraw water from the surface
 - f. Outlets have energy dissipation.
 - g. Have a stabilized emergency spillway.
 - h. Situated outside of surface waters and any natural buffers.
- Locations and types of all temporary and permanent Erosion Control BMPs.
- a. Exposed soils have erosion protection/cover initiated immediately and finished within 7 days. Grading and erosion control notes (C400) timeframe for note 11 and 12 must be updated to 7 days since the site drains to and is within one mile of an impaired or special water.
 - b. Wetted perimeters of ditches stabilized within 200 feet of surface water within 24 hours.
 - c. Pipe outlets have energy dissipation within 24 hours of connecting.
- Locations and types of all temporary and permanent Sediment Control BMPs.
- a. Sediment control practices established on down gradient perimeters and upgradient of any buffer zones.
 - b. All inlets are protected.
 - c. Stockpiles have sediment control and placed in areas away from surface waters or natural buffers.
 - d. Construction site entrances minimize street tracking?
 - e. Plans minimize soil compaction and, unless infeasible to preserve topsoil.
 - f. Fifty foot natural buffers preserved or (if not feasible) provide redundant sediment controls when a surface water is located within 50 feet of the project's earth disturbances and drains to the surface water.
- Tabulated quantities of all erosion prevention and sediment control BMPs.
- Stormwater flow directions and surface water divides for all pre- and post-construction drainage areas.
- Locations of areas not to be disturbed (buffer zones).
- Location of areas where construction will be phased to minimize duration of exposed soil areas.
- NA Blufflines are protected from construction activities in urban (40 foot buffer) areas and rural areas (100-foot buffer).

WETLAND PERFORMANCE STANDARDS

- Direct discharge of stormwater to wetlands and all other water bodies without water quality treatment is prohibited.
- Any potential changes to the hydrology of the wetland (i.e. changes to the outlet elevation or contributing drainage area) must be reviewed to evaluate the impact of both the existing and proposed wetland conditions and approved by the MSCWMO.
- Land-altering activities shall not increase the bounce in water level or duration of inundation from a 2.0-inch 24-hour storm for any downstream wetland beyond the limit specified in Table 7.2 for the individual wetland susceptibility class.

LAKE, STREAM AND WETLAND BUFFER PERFORMANCE STANDARDS

- NA A buffer zone of unmowed natural vegetation is maintained or created upslope of all water bodies (wetlands, streams, lakes).
- NA A 50 foot natural buffer or (if a buffer is infeasible) provide redundant sediment controls when a surface water is located within 50 feet of the project's earth disturbances and stormwater flows to the surface water.
- NA If adjacent to a Special or Impaired Water an undisturbed buffer zone of not less than 100 linear feet from the special water is maintained both during construction and as a permanent feature post construction.



January 21, 2025

Jacob Rife
City of Oak Park Heights
14168 Oak Park Blvd. N
Oak Park Heights, MN 55082

Dear Mr. Rife,

The Middle St. Croix Watershed Management Organization (MSCWMO) received submittal items on November 21st, 2024 for pavement reconstruction and future expansion of the St. Croix WWTP at 6163 Saint Croix Trail N within the MSCWMO boundaries and the City of Oak Park Heights. Revised and resubmitted materials were received on December 20th, 2024 and January 17th, 2025. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it fully reconstructs more than 6,000 square feet of impervious surface and adds more than 500 square feet of impervious in the St. Croix Riverway. The MSCWMO staff recommends approval with the following two conditions:

1. A proposed maintenance agreement, which may be in the format of Appendix I of the WMP, or other form approved by the city is executed.
2. Identify a method to demonstrate infiltration or filtration basins are functioning and prior to the release of any remaining fee or security, the permit holder must provide documentation that constructed stormwater facilities are built and perform as designed.

Please contact me at 651-796-2227 or moldenburg-downing@mnwcd.org if you have any questions or comments regarding this correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Oldenburg-Downing".

Matt Oldenburg-Downing | Administrator
Middle St. Croix Watershed Management Organization



PROJECT REVIEW CHECKLIST

MSCWMO Review ID: 24-011

Review Date: 1/21/2025

Project Name: St. Croix WWTP Upgrades

Location: 6163 St. Croix Trail N

Applicant: Conner Dunteman

Purpose: Pavement reconstruction

Recommendation: Approval with two conditions:

1. A proposed maintenance agreement, which may be in the format of Appendix I of the WMP, or other form approved by the city is executed.
2. Identify a method to demonstrate infiltration or filtration basins are functioning and prior to the release of any remaining fee or security, the permit holder must provide documentation that constructed stormwater facilities are built and perform as designed.

Applicability:

- Any project undertaking grading, filling, or other land alteration activities which involve movement of 100 cubic yards of earth or removal of vegetation on greater than 10,000 square feet of land.
- Any project that creates or fully reconstruct 6,000 square feet or more of impervious surface.
- All major subdivisions or minor subdivisions that are part of a common plan of development. Major subdivisions are defined as subdivisions with 4 or more lots.
- Any project with wetland impacts, grading within public waters, grading within buffers or within 40-feet of the bluff line.
- Development projects that impact 2 or more of the member communities.
- New or redevelopment projects within the St. Croix Riverway that require a building permit that add 500 square feet of additional impervious surface.
- Any project requiring a variance from the current local impervious surface zoning requirements for the property.
- Any land development activity, regardless of size, that the City determines is likely to cause an adverse impact to an environmentally sensitive area or other property, or may violate any other erosion and sediment control standard set by the member community.

Submittal Items:

- A completed and signed project review application form and review fee.
- Grading Plan/Mapping Exhibits:
 - Property lines and delineation of lands under ownership of the applicant.
 - Delineation of existing on-site wetlands, shoreland and/or floodplain areas (including any buffers).

MSCWMO Member Communities

Afton • Bayport • Baytown • Lakeland • Lakeland Shores • Lake St. Croix Beach • Oak Park Heights
St. Mary's Point • Stillwater • West Lakeland

NA Ordinary High Water (OHW) elevations and datum, as determined by the MDNR (if applicable).

- Existing and proposed site contour elevations related to NAVD 1988 datum (preferred) or NGVD, 1929. Datum must be noted on exhibits.

NA Drainage easements covering land adjacent to ponding areas, wetlands, and waterways up to their 100-year flood levels and covering all ditches and storm sewers. Access easements to these drainage easements and to other stormwater management facilities shall also be shown. (Not required for sites within public right-of-way)

NA Minimum building elevation for each lot.

- Identification of downstream water body.
- Delineation of the subwatersheds contributing runoff from off-site, proposed and existing on-site subwatersheds, and flow directions/patterns.
- Location, alignment, and elevation of proposed and existing stormwater facilities.
- Existing and proposed normal water elevations and the critical (the highest) water level produced from the 100-year 24-hour storms.
- Location of the 100-year flood elevation, natural overflow elevation, and lowest floor elevations.
- A Stormwater Pollution Prevention Plan in compliance with the requirements of the NPDES SDS Construction Stormwater Permit.
- Permanent Stormwater Management System in compliance with the requirements of the NPDES SDS Construction Stormwater Permit and MSCWMO Performance Standards.
 - Impervious areas (Pre- and Post-Construction).
 - Construction plans and specifications for all proposed stormwater management facilities.
- NA Location(s) of past, current or future onsite well and septic systems (if applicable).
- Other exhibits required to show conformance to these Performance Standards.
- Hydrologic/Hydraulic Design Exhibits:
 - All hydrologic and hydraulic computations completed to design the proposed stormwater management facilities shall be submitted. Model summaries must be submitted. The summaries shall include a map that corresponds to the drainage areas in the model and all other information used to develop the model.
 - A table (or tables) must be submitted showing the following:
 - A listing of all points where runoff leaves the site and the existing and proposed stormwater runoff rates and volumes.
 - A listing of the normal water levels under existing and proposed conditions and the water levels produced from the storm and runoff events listed above for all on-site wetlands, ponds, depressions, lakes, streams, and creeks.
- A proposed maintenance agreement, which may be in the format of Appendix I, or other form approved by the city.

- This site drains to, and is within one mile of special or impaired water and complies NPDES CSW additional requirements.

STORMWATER MANAGEMENT PERFORMANCE STANDARDS

- Water quality treatment is provided prior to direct discharge of stormwater to wetlands and all other water bodies.

Rate and Flood Control Standards

- The peak rate of stormwater runoff from a newly developed or redeveloped site shall not exceed the 2-, 10-, and 100-year 24-hour storms with respective 2.8, 4.2, and 7.3-inch rainfall depths with MSCWMO approved time distribution based on Atlas 14 for existing and proposed conditions. The runoff curve number for existing agriculture areas shall be less than or equal to the developed condition curve number. The newly developed or redeveloped peak rate shall not exceed the existing peak rate of runoff for all critical duration events, up to and including the 100-year return frequency storm event for all points where discharges leave a site during all phases of development.
- Predevelopment conditions assume “good hydrologic conditions” for appropriate land covers as identified in TR-55 or an equivalent methodology. Runoff curve numbers have been increased where predevelopment land cover is cropland:

Hydrologic Soil Group A	Runoff Curve Number 56
Hydrologic Soil Group B	Runoff Curve Number 70
Hydrologic Soil Group C	Runoff Curve Number 79
Hydrologic Soil Group D	Runoff Curve Number 83

- Computer modeling analyses includes secondary overflows for events exceeding the storm sewer systems level-of-service up through the critical 100-year event.

NA In sub-areas of a landlocked watershed, the proposed project does not increase the predevelopment volume or rate of discharge from the sub-area for the 10-year return period event.

NA Flowage easements up to the 100-yr flood level have been secured for stormwater management facilities (such as ditches and storm sewers).

NA Lowest floor elevations of structures built adjacent to stormwater management features and other water bodies are a minimum of two feet above the 100-year flood elevation and a minimum of two feet above the natural overflow of landlocked basins.

Volume Control Standards

- Calculations/computer model results indicate stormwater volume is controlled for new development and redevelopment requirements per the MSCWMO Design Standards.

Volume Retention Required (cu. ft.)	Volume Retention Provided (cu. ft.)								
$100,624 \text{ sq. ft.} \times \frac{1.1 \text{ in}}{12 \text{ in/ft}} = 9,224 \text{ cu. ft.}$	<table border="0"> <tr> <td>BMP</td> <td>Volume</td> </tr> <tr> <td>BML01</td> <td>33 cu. ft.</td> </tr> <tr> <td>BML04</td> <td>1358 cu. ft.</td> </tr> <tr> <td>BML05</td> <td>3107 cu. ft.</td> </tr> </table>	BMP	Volume	BML01	33 cu. ft.	BML04	1358 cu. ft.	BML05	3107 cu. ft.
BMP	Volume								
BML01	33 cu. ft.								
BML04	1358 cu. ft.								
BML05	3107 cu. ft.								

Total Required Volume Retention = 9,224 cu. ft.	Total Provided Volume Retention = 4,498 cu. ft.
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Flexible Treatment Options (when applicable)

- Applicant demonstrated qualifying restrictions as defined in Section 7.2.2 (4) of the 2015 MSCWMO Watershed Management Plan that prohibits the infiltration of the entire required volume.
- FTO #1: MIDS calculator submission removes 75% of the annual total phosphorous.
- FTO #2: MIDS calculator submission removes 60% of the annual total phosphorous. **73% TP load reduction**
- FTO #3: Offsite mitigation equivalent to the volume reduction standard is provided.

Infiltration/Filtration Design Standards

- Proposed stormwater management features meet or exceed NPDES General Construction Permit requirements are designed in conformance with the most recent edition of the State of Minnesota Stormwater Manual.
- None of the following conditions exist that prohibit infiltration of stormwater on the site
 - a. Areas where vehicle fueling and maintenance occur.
 - b. Areas where contaminants in soil or groundwater will be mobilized by infiltrating stormwater.
 - c. Areas where soil infiltration rates are field measured at more than 8.3 inches per hour unless amended to slow the infiltration rate below 8.3 inches per hour.
 - d. Areas with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock. **High bedrock site constraints**
 - e. Areas of Hydrologic Soil Group D (clay) soils
 - f. Areas within DSWMAs and ERAs unless infiltration is deemed appropriate based on Minnesota Stormwater Manual Guidance
 - g. Areas within 1,000 feet up-gradient, or 100 feet down-gradient of active karst features unless allowed by a local unit of government with a current MS4 permit.
 - h. Areas that receive runoff from industrial facilities not authorized to infiltration stormwater under the NPDES stormwater permit for industrial activities.
- Minimum setbacks from the Minnesota Department of Health for infiltration practices are met

Setback	Minimum Distance (ft.)
Property line	10
Building foundation*	10
Private well	35
Public water supply well	50
Septic system tank/leach field	35

*Minimum with slopes directed away from the building

- Pretreatment devices(s) remove at least 50% of sediment loads. If downstream from a potential hot spot, a skimmer is in place to facilitate cleanup.
- Water quality volume will be discharged through infiltration or filtration media in 48 hours or less.
- For bioretention (biofiltration and bioinfiltration) volume control management facilities above ground with vegetation the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate.

- For infiltration basin volume control management facilities the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate.
- Appropriate soil borings have been conducted that meet the minimum standards.
 - a. A minimum of one boring was conducted at the location of the infiltration facility for facilities up to 1,000 ft²; between 1,000 and 5,000 ft², two borings; between 5,000 and 10,000 ft², three borings; and greater than 10,000 ft², 4 borings plus an additional boring for every 2,500 ft² beyond 12,500 ft².
 - b. Soil borings extend a minimum of five feet below the bottom of the infiltration practice. If fractured bedrock is suspected, the soil boring goes to a depth of at least ten feet below the proposed bottom of the volume control facility.
 - c. A minimum of three feet of separation to the seasonal water table and/or bedrock.
 - d. Identify unified soil classification.
- The least permeable soils horizon identified in the soil boring dictated the infiltration rate.
- Additional flows are bypassed and are routed through stabilized discharge points.
- Filtration basin demonstrates a basin draw down between 24 hours and 48 hours.
- Filtration system Iron Enhanced Sand Filter is sized to bind soluble phosphorous removal for 30 year functional life of the system using the published value of 17lbs.phosphorous removal per 20 yards of 5% by weight iron filings to 95% sand.
- Identify as build survey and method to demonstrate infiltration or filtration basin is functioning.
- Construction plans provide adequate construction guidance to prevent clogging or compaction and demonstrate performance.
 - a. Excavation within 2.0 feet of final grade for infiltration/filtration systems is prohibited until contributing drainage areas are constructed and fully stabilized.
 - b. Rigorous sediment and erosion controls planned to divert runoff away from the system.
 - c. Installation of volume control facilities must occur in dry soil conditions. Excavation, soil placement and rapid stabilization of perimeter slopes must be accomplished prior to the next precipitation event.
 - d. Excavation shall be performed by an excavator with a toothed bucket. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin.
 - e. Prior to the release of any remaining fee or security, the permit holder must provide documentation that constructed volume control facilities perform as designed.
- There is a way to visually verify the system is operating as designed.
- A minimum 8.0' maintenance access is provided to all stormwater facilities.

EROSION AND SEDIMENT CONTROL PERFORMANCE STANDARDS

- A Stormwater Pollution Prevention Plan (SWPPP) that meets the National Pollutant Discharge Elimination System (NPDES) requirements.

Narrative

- Identify the person knowledgeable and experienced who will oversee the implementation of the SWPPP; the installation, inspection, and maintenance of the BMPs.
 - a. Identifies the person who will oversee the BMP inspection and maintenance.

- b. Identify the training requirements are satisfied.
- c. Inspections performed once every 7 days.
- d. Inspections performed within 24 hours of a rain event greater than 0.5 in/24 hours.
- e. Inspection and Maintenance records include:
 - i. Date and time of inspection.
 - ii. Name of person(s) conducting inspections.
 - iii. Finding of inspections, including the specific location where corrective actions are needed.
 - iv. Corrective actions taken (including dates, times, and party completing maintenance activities).
 - v. Date and amount of rainfall events greater than 0.5 in/24 hours.
 - vi. Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, or by a weather station that is within one mile or by a weather reporting system.
 - vii. Requirements to observe, describe, and photograph any discharge that may be occurring during the inspection.
 - viii. All discovered nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow.

Describes procedures to amend the SWPPP and establish additional temporary ESC BMPs as necessary for site conditions.

Describes the installation timing for all Erosion Sediment Control (ESC) Best Management Practices (BMPs).

Describes final stabilization methods for all exposed areas.

Methods used to minimize soil compaction and preserve topsoil must be described.

Describes dewatering technique to prevent nuisance conditions, erosion, or inundation of wetlands.

NA Identifies any specific chemicals and the chemical treatment systems that may be used for enhancing the sedimentation process on the site, and how compliance will be achieved with the permit requirements.

Describes the following pollution prevention management measures:

- a. Storage, handling, and disposal of construction products, materials, and wastes.
- b. Fueling and maintenance of equipment or vehicles; spill prevention and response.
- c. Vehicle and equipment washing.
- d. No engine degreasing allowed on site.
- e. Containment of Concrete and other washout waste.
- f. Portable toilets are positioned so that they are secure.

Plan Sheets

Temporary Sediment Basins required (10 acres draining to common location or 5 acres App. A) and design meets the following criteria:

- a. Adequately sized – 2-year, 24-hour storm, minimum 1,800 feet/acre; or no calculative minimum 3,600ft³/acre.
- b. Designed to prevent short circuiting.
- c. Outlets designed to remove floating debris.
- d. Outlets designed to allow complete drawdown.
- e. Outlets designed to withdraw water from the surface
- f. Outlets have energy dissipation.

- g. Have a stabilized emergency spillway.
 - h. Situated outside of surface waters and any natural buffers.
- Locations and types of all temporary and permanent Erosion Control BMPs.
 - a. Exposed soils have erosion protection/cover initiated immediately and finished within 7 days.
 - b. Wetted perimeters of ditches stabilized within 200 feet of surface water within 24 hours.
 - c. Pipe outlets have energy dissipation within 24 hours of connecting.
 - Locations and types of all temporary and permanent Sediment Control BMPs.
 - a. Sediment control practices established on down gradient perimeters and upgradient of any buffer zones.
 - b. All inlets are protected.
 - c. Stockpiles have sediment control and placed in areas away from surface waters or natural buffers.
 - d. Construction site entrances minimize street tracking?
 - e. Plans minimize soil compaction and, unless infeasible to preserve topsoil.
 - f. Fifty foot natural buffers preserved or (if not feasible) provide redundant sediment controls when a surface water is located within 50 feet of the project's earth disturbances and drains to the surface water.
 - Tabulated quantities of all erosion prevention and sediment control BMPs.
 - Stormwater flow directions and surface water divides for all pre- and post-construction drainage areas.
 - Locations of areas not to be disturbed (buffer zones).
- NA Location of areas where construction will be phased to minimize duration of exposed soil areas.
- NA Blufflines are protected from construction activities in urban (40 foot buffer) areas and rural areas (100-foot buffer).

WETLAND PERFORMANCE STANDARDS

- Direct discharge of stormwater to wetlands and all other water bodies without water quality treatment is prohibited.
- Any potential changes to the hydrology of the wetland (i.e. changes to the outlet elevation or contributing drainage area) must be reviewed to evaluate the impact of both the existing and proposed wetland conditions and approved by the MSCWMO.
- Land-altering activities shall not increase the bounce in water level or duration of inundation from a 2.0-inch 24-hour storm for any downstream wetland beyond the limit specified in Table 7.2 for the individual wetland susceptibility class.

LAKE, STREAM AND WETLAND BUFFER PERFORMANCE STANDARDS

- NA A buffer zone of unmowed natural vegetation is maintained or created upslope of all water bodies (wetlands, streams, lakes).
- NA A 50 foot natural buffer or (if a buffer is infeasible) provide redundant sediment controls when a surface water is located within 50 feet of the project's earth disturbances and stormwater flows to the surface water.
- NA If adjacent to a Special or Impaired Water an undisturbed buffer zone of not less than 100 linear feet from the special water is maintained both during construction and as a permanent feature post construction.



January 13, 2025

Michelle Elsner
City of Lakeland
690 Quinnell Ave N
PO Box 321
Lakeland, MN 55043

Dear Ms. Elsner,

The Middle St. Croix Watershed Management Organization (MSCWMO) received revised submittal items on January 7th, 2025 for proposed expansion of Cheep Storage at 228 St Croix Trail N within the MSCWMO boundaries and the City of Lakeland. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves grading of more than 100 cubic yards and creation of more than 6000 square feet of impervious. The project as reviewed is in compliance with the MSCWMO stormwater management and erosion and sediment control performance standards. The MSCWMO staff recommends approval for this project with two conditions:

1. A proposed maintenance agreement, which may be in the format of the MSCWMO WMP Appendix K, or other form approved by the city is executed.
2. Flowage easements up to the 100-yr flood level have been secured for stormwater management facilities and conveyances (such as ditches and storm sewers).

MSCWMO review process information can be downloaded from www.mscwmo.org. Please contact me at 651-796-2227 or MOldenburger-Downing@mnwcd.org if you have any questions or comments regarding this correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Oldenburg-Downing". The signature is fluid and cursive, with a long horizontal stroke at the end.

Matt Oldenburg-Downing | Administrator
Middle St. Croix Watershed Management Organization



PROJECT REVIEW CHECKLIST

MSCWMO Review ID: 24-012

Review Date: 1/13/2025

Project Name: Cheep Storage Expansion

Location: 228 St Croix Trail N

Applicant: Joel S Stoeckeler

Purpose: Expansion of existing storage facility

Recommendation: Approval with two conditions:

1. A proposed maintenance agreement, which may be in the format of the MSCWMO WMP Appendix K, or other form approved by the city is executed.
2. Flowage easements up to the 100-yr flood level have been secured for stormwater management facilities and conveyances (such as ditches and storm sewers).

Applicability:

- Any project undertaking grading, filling, or other land alteration activities which involve movement of 100 cubic yards of earth or removal of vegetation on greater than 10,000 square feet of land.
- Any project that creates or fully reconstruct 6,000 square feet or more of impervious surface.
- All major subdivisions or minor subdivisions that are part of a common plan of development. Major subdivisions are defined as subdivisions with 4 or more lots.
- Any project with wetland impacts, grading within public waters, grading within buffers or within 40-feet of the bluff line.
- Development projects that impact 2 or more of the member communities.
- New or redevelopment projects within the St. Croix Riverway that require a building permit that add 500 square feet of additional impervious surface.
- Any project requiring a variance from the current local impervious surface zoning requirements for the property.
- Any land development activity, regardless of size, that the City determines is likely to cause an adverse impact to an environmentally sensitive area or other property, or may violate any other erosion and sediment control standard set by the member community.

Submittal Items:

- A completed and signed project review application form and review fee.
- Grading Plan/Mapping Exhibits:
 - Property lines and delineation of lands under ownership of the applicant.
 - Delineation of existing on-site wetlands, shoreland and/or floodplain areas (including any buffers).
- NA Ordinary High Water (OHW) elevations and datum, as determined by the MDNR (if applicable).

MSCWMO Member Communities

Afton • Bayport • Baytown • Lakeland • Lakeland Shores • Lake St. Croix Beach • Oak Park Heights
St. Mary's Point • Stillwater • West Lakeland

- Existing and proposed site contour elevations related to NAVD 1988 datum (preferred) or NGVD, 1929. Datum must be noted on exhibits.
 - Drainage easements covering land adjacent to ponding areas, wetlands, and waterways up to their 100-year flood levels and covering all ditches and storm sewers. Access easements to these drainage easements and to other stormwater management facilities shall also be shown. (Not required for sites within public right-of-way)
- NA Minimum building elevation for each lot.
- Identification of downstream water body.
 - Delineation of the subwatersheds contributing runoff from off-site, proposed and existing on-site subwatersheds, and flow directions/patterns.
 - Location, alignment, and elevation of proposed and existing stormwater facilities.
 - Existing and proposed normal water elevations and the critical (the highest) water level produced from the 100-year 24-hour storms.
 - Location of the 100-year flood elevation, natural overflow elevation, and lowest floor elevations.
- A Stormwater Pollution Prevention Plan in compliance with the requirements of the NPDES SDS Construction Stormwater Permit.
 - Permanent Stormwater Management System in compliance with the requirements of the NPDES SDS Construction Stormwater Permit and MSCWMO Performance Standards.
 - Impervious areas (Pre- and Post-Construction).
 - Construction plans and specifications for all proposed stormwater management facilities.
 - Location(s) of past, current or future onsite well and septic systems (if applicable).
 - Other exhibits required to show conformance to these Performance Standards.
 - Hydrologic/Hydraulic Design Exhibits:
 - All hydrologic and hydraulic computations completed to design the proposed stormwater management facilities shall be submitted. Model summaries must be submitted. The summaries shall include a map that corresponds to the drainage areas in the model and all other information used to develop the model.
 - A table (or tables) must be submitted showing the following:
 - A listing of all points where runoff leaves the site and the existing and proposed stormwater runoff rates and volumes.
 - A listing of the normal water levels under existing and proposed conditions and the water levels produced from the storm and runoff events listed above for all on-site wetlands, ponds, depressions, lakes, streams, and creeks.
 - A proposed maintenance agreement, which may be in the format of Appendix K, or other form approved by the city.
 - This site drains to, and is within one mile of special or impaired water and complies NPDES CSW additional requirements.

STORMWATER MANAGEMENT PERFORMANCE STANDARDS

- Water quality treatment is provided prior to direct discharge of stormwater to wetlands and all other water bodies.

Rate and Flood Control Standards

- The peak rate of stormwater runoff from a newly developed or redeveloped site shall not exceed the 2-, 10-, and 100-year 24-hour storms with respective 2.8, 4.2, and 7.3-inch rainfall depths with MSCWMO approved time distribution based on Atlas 14 for existing and proposed conditions. The runoff curve number for existing agriculture areas shall be less than or equal to the developed condition curve number. The newly developed or redeveloped peak rate shall not exceed the existing peak rate of runoff for all critical duration events, up to and including the 100-year return frequency storm event for all points where discharges leave a site during all phases of development.
- Predevelopment conditions assume “good hydrologic conditions” for appropriate land covers as identified in TR-55 or an equivalent methodology. Runoff curve numbers have been increased where predevelopment land cover is cropland:

Hydrologic Soil Group A	Runoff Curve Number 56
Hydrologic Soil Group B	Runoff Curve Number 70
Hydrologic Soil Group C	Runoff Curve Number 79
Hydrologic Soil Group D	Runoff Curve Number 83

- Computer modeling analyses includes secondary overflows for events exceeding the storm sewer systems level-of-service up through the critical 100-year event.

NA In sub-areas of a landlocked watershed, the proposed project does not increase the predevelopment volume or rate of discharge from the sub-area for the 10-year return period event.

Flowage easements up to the 100-yr flood level have been secured for stormwater management facilities (such as ditches and storm sewers).

- Lowest floor elevations of structures built adjacent to stormwater management features and other water bodies are a minimum of two feet above the 100-year flood elevation and a minimum of two feet above the natural overflow of landlocked basins.

Volume Control Standards

- Calculations/computer model results indicate stormwater volume is controlled for new development and redevelopment requirements per the MSCWMO Design Standards.

Volume Retention Required (cu. ft.)	Volume Retention Provided (cu. ft.)						
$73,639 \text{ sq. ft.} \times \frac{1.1 \text{ in}}{12 \text{ in/ft}} = 6,750 \text{ cu. ft.}$	<table border="0"> <tr> <td>BMP</td> <td>Volume</td> </tr> <tr> <td>BMP #1</td> <td>2,641 cu. ft.</td> </tr> <tr> <td>BMP #2</td> <td>16,844 cu. ft.</td> </tr> </table>	BMP	Volume	BMP #1	2,641 cu. ft.	BMP #2	16,844 cu. ft.
BMP	Volume						
BMP #1	2,641 cu. ft.						
BMP #2	16,844 cu. ft.						
Total Required Volume Retention = 6,750 cu. ft.	Total Provided Volume Retention = 19,485 cu. ft.						

Flexible Treatment Options (when applicable)

- NA Applicant demonstrated qualifying restrictions as defined in Section 7.2.2 (4) of the 2015 MSCWMO Watershed Management Plan that prohibits the infiltration of the entire required volume.
- NA FTO #1: MIDS calculator submission removes 75% of the annual total phosphorous.
- NA FTO #2: MIDS calculator submission removes 60% of the annual total phosphorous.
- NA FTO #3: Offsite mitigation equivalent to the volume reduction standard is provided.

Infiltration/Filtration Design Standards

- Proposed stormwater management features meet or exceed NPDES General Construction Permit requirements are designed in conformance with the most recent edition of the State of Minnesota Stormwater Manual.
- None of the following conditions exist that prohibit infiltration of stormwater on the site
 - a. Areas where vehicle fueling and maintenance occur.
 - b. Areas where contaminants in soil or groundwater will be mobilized by infiltrating stormwater.
 - c. Areas where soil infiltration rates are field measured at more than 8.3 inches per hour unless amended to slow the infiltration rate below 8.3 inches per hour. **Notes indicate amendment shall be required if tested infiltration rates exceed 8.3 inches per hour.**
 - d. Areas with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock.
 - e. Areas of Hydrologic Soil Group D (clay) soils
 - f. Areas within DSWMAs and ERAs unless infiltration is deemed appropriate based on Minnesota Stormwater Manual Guidance
 - g. Areas within 1,000 feet up-gradient, or 100 feet down-gradient of active karst features unless allowed by a local unit of government with a current MS4 permit.
 - h. Areas that receive runoff from industrial facilities not authorized to infiltration stormwater under the NPDES stormwater permit for industrial activities.

- Minimum setbacks from the Minnesota Department of Health for infiltration practices are met

Setback	Minimum Distance (ft.)
Property line	10
Building foundation*	10
Private well	35
Public water supply well	50
Septic system tank/leach field	35

*Minimum with slopes directed away from the building

- Pretreatment devices(s) remove at least 50% of sediment loads. If downstream from a potential hot spot, a skimmer is in place to facilitate cleanup.
- Water quality volume will be discharged through infiltration or filtration media in 48 hours or less.
- For bioretention (biofiltration and bioinfiltration) volume control management facilities above ground with vegetation the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate.

- For infiltration basin volume control management facilities the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate.
 - Appropriate soil borings have been conducted that meet the minimum standards.
 - a. A minimum of one boring was conducted at the location of the infiltration facility for facilities up to 1,000 ft²; between 1,000 and 5,000 ft², two borings; between 5,000 and 10,000 ft², three borings; and greater than 10,000 ft², 4 borings plus an additional boring for every 2,500 ft² beyond 12,500 ft².
 - b. Soil borings extend a minimum of five feet below the bottom of the infiltration practice. If fractured bedrock is suspected, the soil boring goes to a depth of at least ten feet below the proposed bottom of the volume control facility.
 - c. A minimum of three feet of separation to the seasonal water table and/or bedrock.
 - d. Identify unified soil classification.
 - The least permeable soils horizon identified in the soil boring dictated the infiltration rate.
 - Additional flows are bypassed and are routed through stabilized discharge points.
- NA Filtration basin demonstrates a basin draw down between 24 hours and 48 hours.
- NA Filtration system Iron Enhanced Sand Filter is sized to bind soluble phosphorous removal for 30 year functional life of the system using the published value of 17lbs.phosphorous removal per 20 yards of 5% by weight iron filings to 95% sand.
- Identify as build survey and method to demonstrate infiltration or filtration basin is functioning.
 - Construction plans provide adequate construction guidance to prevent clogging or compaction and demonstrate performance.
 - a. Excavation within 2.0 feet of final grade for infiltration/filtration systems is prohibited until contributing drainage areas are constructed and fully stabilized.
 - b. Rigorous sediment and erosion controls planned to divert runoff away from the system.
 - c. Installation of volume control facilities must occur in dry soil conditions. Excavation, soil placement and rapid stabilization of perimeter slopes must be accomplished prior to the next precipitation event.
 - d. Excavation shall be performed by an excavator with a toothed bucket. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin.
 - e. Prior to the release of any remaining fee or security, the permit holder must provide documentation that constructed volume control facilities perform as designed.
 - There is a way to visually verify the system is operating as designed.
 - A minimum 8.0' maintenance access is provided to all stormwater facilities.

EROSION AND SEDIMENT CONTROL PERFORMANCE STANDARDS

- A Stormwater Pollution Prevention Plan (SWPPP) that meets the National Pollutant Discharge Elimination System (NPDES) requirements.

Narrative

- Identify the person knowledgeable and experienced who will oversee the implementation of the SWPPP; the installation, inspection, and maintenance of the BMPs.
 - a. Identifies the person who will oversee the BMP inspection and maintenance.

- b. Identify the training requirements are satisfied.
- c. Inspections performed once every 7 days.
- d. Inspections performed within 24 hours of a rain event greater than 0.5 in/24 hours.
- e. Inspection and Maintenance records include:
 - i. Date and time of inspection.
 - ii. Name of person(s) conducting inspections.
 - iii. Finding of inspections, including the specific location where corrective actions are needed.
 - iv. Corrective actions taken (including dates, times, and party completing maintenance activities).
 - v. Date and amount of rainfall events greater than 0.5 in/24 hours.
 - vi. Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, or by a weather station that is within one mile or by a weather reporting system.
 - vii. Requirements to observe, describe, and photograph any discharge that may be occurring during the inspection.
 - viii. All discovered nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow.
- Describes procedures to amend the SWPPP and establish additional temporary ESC BMPs as necessary for site conditions.
- Describes the installation timing for all Erosion Sediment Control (ESC) Best Management Practices (BMPs).
- Describes final stabilization methods for all exposed areas.
- Methods used to minimize soil compaction and preserve topsoil must be described.
- Describes dewatering technique to prevent nuisance conditions, erosion, or inundation of wetlands.
- NA Identifies any specific chemicals and the chemical treatment systems that may be used for enhancing the sedimentation process on the site, and how compliance will be achieved with the permit requirements.
- Describes the following pollution prevention management measures:
 - a. Storage, handling, and disposal of construction products, materials, and wastes.
 - b. Fueling and maintenance of equipment or vehicles; spill prevention and response.
 - c. Vehicle and equipment washing.
 - d. No engine degreasing allowed on site.
 - e. Containment of Concrete and other washout waste.
 - f. Portable toilets are positioned so that they are secure.

Plan Sheets

- NA Temporary Sediment Basins required (10 acres draining to common location or 5 acres App. A) and design meets the following criteria:
 - a. Adequately sized – 2-year, 24-hour storm, minimum 1,800 feet/acre; or no calculative minimum 3,600ft³/acre.
 - b. Designed to prevent short circuiting.
 - c. Outlets designed to remove floating debris.
 - d. Outlets designed to allow complete drawdown.
 - e. Outlets designed to withdraw water from the surface
 - f. Outlets have energy dissipation.



Staff Report- December 2024/January 2025

Administration

- Prepared February meeting materials
- Participated in Lower St. Croix Partnership meetings
- Prepared 2025 Insurance Renewal Documents
- Prepared 2024 Audit Engagement
- Conducted 2024 WMO Review
- Prepared 2025-2027 Request for Professional Services

Project Reviews

- Lakeland Shores Properties, LLC – **ACTION**
- Bayhaven at Bayport – **ACTION**
- Metropolitan Council St. Croix Wastewater Treatment Plant – **ACTION**
- Cheep Storage Expansion – **ACTION**

10-Year Management Plan Update

Description: The Board of Water and Soil Resources (BWSR) requires watersheds to have a management plan and MSCWMO's current management plan expires in 2025, as such a management plan update is underway. This plan will meet BWSR's various requirements and is on track to be completed by the end of 2025.

Activities This Month: Task 1 - stakeholder engagement portion of the plan is complete with one more TAC meeting being held in late January. Task – 2 Implementation, Prioritization, and Actions is in progress. An inventory and assessment of existing BMPs and mapping of MSCWMO's features has been completed and the report will be an appendix of the plan. A detailed inspection protocol has been developed. A proposal to update to the cost-share program was presented at the November board meeting. MSCWMO performance standards have been reviewed and preliminary suggested revisions have been presented to the Administrator and was the subject of the third TAC meeting in January. Task 3 – Plan Composition is draft is complete and ready for Board review.

Staff: Rebecca Oldenburg-Downing, WCD

Water Monitoring Program

Description: The MSCWMO water monitoring program includes the monitoring of flow at three sites. These sites have that equipment serves to collect data on the total volume of water flowing into Lily Lake at the Greeley Street Inlet, through Perro Creek at the Diversion Structure, as well as, the Perro Creek Diversion Structure Overflow. Water quality is also collected at the Greeley Street Inlet and the Perro Creek Diversion Structure on a monthly basis, as well as during storm events.

Additionally, the MSCWMO monitors two lakes, Lily and McKusick for several parameters from April-October. Data is collected on both lakes on a biweekly basis and includes: water level, clarity, pH, temperature and dissolved oxygen profiles, an aesthetics and user profile, and field conditions. Additionally, water quality samples are collected from the surface of the lakes and analyzed for total phosphorus, total Kjeldahl nitrogen, and chlorophyll.

Activities This Month: Equipment has been removed for the winter at the Perro Diversion and Perro Diversion Overflow sites. Seven base grab, one storm grab, and four storm composite samples were collected at Perro Creek Diversion Structure. Lake monitoring is underway with the twelve samples having been collected on Lily and McKusick Lakes. Lake elevation gages readings have concluded on Lily and McKusick Lakes, and Brick Pond. The macrophyte surveys on Lily and McKusick are complete and the reports are ready for Board review. Data analysis is underway for the annual Water Monitoring Summary.

Staff: Rebecca Oldenburg-Downing, WCD

Erosion and Sediment Control Inspections

Description: The MSCWMO has contracted with the WCD to conduct erosion and sediment control inspections for construction projects that have been reviewed and recommended for permit approval by partner communities. The WCD also maintains an ArcGIS Online based database for project plan review tracking, erosion control inspection, and BMP implementation and maintenance activities.

Activities This Month: Review and comment was provided on MSCWMO erosion control performance standards for the watershed management plan update, including more specifically defining erosion control standards for reviewed projects.

Staff: Aaron DeRusha, WCD

BMP Maintenance

Description: The MSCWMO has a maintenance obligation for its Capital Improvement Projects and projects funded by Clean Water Fund grants. The MSCWMO partners with the Washington Conservation District to fulfill this maintenance requirement.

Activities this month: Prepared year-end presentation given at meeting.

Staff: Cameron Blake, WCD

Small Scale Habitat & Water Quality Enhancement Projects

Description: In 2024 the WCD received Conservation Corps crew time on behalf of the WMO under FY24 Clean Water Funding to continue small-scale habitat and water quality enhancement projects in throughout the District. Identified projects included a vegetative buffer enhancement along Perro Creek in Bayport, support for a 215-foot buffer expansion between Riviera Avenue S and the St. Croix River in Lake St. Croix Beach under the WCD FY23 Habitat Enhancement Landscape Program (HELP) Grant, and continued support for private shoreline enhancement.

Activities This Month: Work to stabilize the 300 linear-foot stretch of Perro Creek in Bayport was completed in October of 2024 with \$5,000 in cost share support from the MSCWMO and \$20,000 contributed by the Washington Conservation District using FY22 Clean Water Fund dollars. Staff will continue to work with City of Bayport on establishment maintenance and vegetative enhancement in 2025. The buffer expansion between Riviera Avenue S and the St. Croix River in Lake St. Croix Beach was seeded in spring of 2024. WCD staff will continue establishment maintenance through 2025 with funding from the city.

Staff: Brett Stolpestad, WCD

Meetings:

- LSC Steering Committee – December 18th
- Cheep Storage Pre-App – January 2nd
- MSCWMO Plan Update – January 3rd
- Lake St. Croix Beach Bluff Plan – January 22nd
- LSC Steering Committee – January 22nd
- Hamer Pre-App – January 27th
- CSAH 5 Retrofits – January 28th
- WMP TAC Overview – January 29th
- WMP CIP Funding and Timeline – February 3rd
- CenterPoint Quixote Ave Violation – February 5th