



Please note the meeting will be held in person at the Carver County Government Center on the Wednesday, February 2022. The meeting will also be available virtually using this [link](#).

LOWER MINNESOTA RIVER WATERSHED DISTRICT

Lower Minnesota River Watershed District

7:00 PM

Wednesday, February 16, 2022

Carver County Government Center

602 East Fourth Street, Chaska, MN 55318

Agenda Item	Discussion
1. Call to order	A. Roll Call
2. Approval of agenda	
3. Citizen Forum	<p><i>Citizens may address the Board of Managers about any item not contained on the regular agenda. A maximum of 15 minutes is allowed for the Forum. If the full 15 So are not needed for the Forum, the Board will continue with the agenda. The Board will take no official action on items discussed at the Forum, with the exception of referral to staff or a Board Committee for a recommendation to be brought back to the Board for discussion or action at a future meeting.</i></p>
4. Consent Agenda	<p><i>All items listed under the consent agenda are considered to be routine by the Board of Managers and will be enacted by one motion and an affirmative vote of a majority of the members present. There will be no separate discussion of these items unless a Board Member or citizen request, in which event, the items will be removed from the consent agenda and considered as a separate item in its normal sequence on the agenda.</i></p> <p>A. Approve Minutes December 15, 2021 and January 19, 2022 Regular Meeting</p> <p>B. Receive and file December 2021 and January 2022 Financial reports</p> <p>C. Approval of Invoices for payment</p> <ul style="list-style-type: none"> i. Daniel Hron – December 2021 office rent ii. Metro Sales – payment on copier maintenance agreement iii. Scott County SWCD – Q3 2021 monitoring services iv. State of Minnesota Dept. of Administration – publish RFPs for audit & accounting services in State Register v. US Bank Equipment Finance – December 2021 payment on copier lease vi. Daniel Hron – January 2021 office rent vii. MCES – Ike’s Creek Monitoring viii. Rinke Noonan Attorneys at Law – October 2021 legal services ix. State of Minnesota Dept. of Administration – publish RFPs for audit & accounting services in State Register x. Young Environmental Consulting Group, LLC – October 2021 technical, and Education & Outreach services xi. Dakota County SWCD – Q3 2021 monitoring services xii. TimeSavers Off Site Secretarial Services – Preparation of October 2021 meeting minutes

	<ul style="list-style-type: none"> xiii. Frenette Legislative Advisors – Nov/Dec 2021 legislative services xiv. Managers Hartmann, Mraz, Raby, Salvato & Amundson 2nd half 2021 per diem and expense payments xv. Daniel Hron – February 2022 office rent xvi. Rinke Noonan Attorneys at Law – November 2021 legal services xvii. Studio Lola – down payment for educational signage xviii. US Bank Equipment Finance – January 2022 payment on copier lease xix. Star Tribune – publication of public hearing notice xx. US Bank Equipment Finance – February 2022 payment on copier lease xxi. Naiad Consulting, LLC – June, July, August & September administrative services, mileage & expenses xxii. TimeSaver Off Site Secretarial – preparation of November 2021 meeting minutes xxiii. Young Environmental Consulting Group, LLC – November 2021 technical, and Education & Outreach services D. Receive and file January 2022 Citizens Advisory Committee meeting minutes E. Receive and file 2021 Fen Well Monitoring Report from Dakota County Soil & Water Conservation District F. 2022 Salt Symposium Sponsorship G. Authorize payment to Inter-Fluve for work on Eden Prairie Area #3
<p>5. New Business/ Presentations</p>	<ul style="list-style-type: none"> A. Authorize RFP for Engineering Pool
<p>6. Old Business</p>	<ul style="list-style-type: none"> A. Audit and Financial Accounting Services B. Lower Minnesota River East One Watershed One Plan C. Burnsville Willow Creek Ravine Stabilization D. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail - no new information to report E. City of Carver Levee – no new information to report F. Dredge Management <ul style="list-style-type: none"> i. Vernon Avenue Dredge Material Management site ii. Private Dredge Material Placement G. Watershed Management Plan H. 2022 Legislative Action I. Education & Outreach J. LMRWD Projects <ul style="list-style-type: none"> <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i> K. Permits and Project Reviews - See Administrator Report for project updates <ul style="list-style-type: none"> <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i> i. TH 13 Savage (LMRWD No. 2021-025) L. MPCA Soil Reference Values - No new information since last update
<p>7. Communications</p>	<ul style="list-style-type: none"> A. Administrator Report B. President C. Managers D. Committees E. Legal Counsel F. Engineer

8. Adjourn	Next meeting of the LMRWD Board of Managers is 7:00pm Wednesday, March 16, 2022.
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Upcoming meetings/Events

Managers are invited to attend any of these meetings. Most are free of charge and if not the LMRWD will reimburse registration fees.

- UMWA monthly meeting – Thursday, February 17, 2022, meeting will be virtual, contact District Administrator to attend
- Lower MN River East 1W1P Policy Committee – Thursday, February 17, 3:00 to 5:00, LeSueur and virtual
- [MPCA Smart Salting for Local Leaders Workshop](#) – Thursday, February 24, 2022, 11:30 am to 1:00 pm
- LMRWD Citizen Advisory Committee meeting – Tuesday, March 1, 2022, 9:00 am, meeting will be virtual, use this link to join
- LMRWD Corridor Management Plan Focus Group Session #2 – Thursday, March 3, 2022, 10:00 PM – 12:00 noon – Virtual
- [Water Connects Us](#) – Freshwater virtual benefit – Tuesday April 26, 2022, 6:30 to 8:00 pm

For Information Only

- **WCA Notices**
 - City of Shakopee – Notice of Application – Hansen Avenue and Maras Street utility extension
 - MN DNR – Notice of Application – MN River Greenway Trail – temporary crossing
- **DNR Public Waters Work permits**
 - City of Burnsville – placement of temporary fill in floodplain to facilitate I-35W trail removal & reconstruction
- **DNR Water Appropriation permits**
 - None



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes of Regular Meeting

Board of Managers

Wednesday, December 15, 2021

Carver County Government Center, 602 East 4th Street, Chaska, MN 7:00 p.m.

Approved _____

1. CALL TO ORDER AND ROLL CALL

On Wednesday, December 15, 2021, at 7:00 PM CST, in the Board Room of the Carver County Government Center, 602 East 4th Street, Chaska, Minnesota, President Hartmann called to order the meeting of the Board of Managers of the Lower Minnesota River Watershed District (LMRWD).

President Hartmann asked for roll call to be taken. The following Managers were present: Manager Laura Amundson, President Jesse Hartmann, Manager Patricia Mraz and Manager Lauren Salvato. Manager Dave Raby joined virtually from Tucson, Arizona. In addition, the following joined the meeting: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator. John Kolb, Rinke Noonan, LMRWD Legal Counsel; and Della Schall Young, Young Environmental Consulting Group, LLC, LMRWD Technical Consultant joined virtually (due to severe weather advisory). Lisa Frenette, Frenette Legislative Advisors, LMRWD Legislative Liaison joined the meeting virtually at 7:48 PM. Brian Watson, Dakota Soil & Water Conservation District joined virtually, as did Dylan Tarr, Tarr Group, LLC.

2. APPROVAL OF THE AGENDA

Administrator Loomis asked that the November 17, 2021, meeting minutes be removed from the agenda as she had not completed editing. She also noted the November financial report had not been received from the County so there is no financial report for November or invoices for approval.

Manager Amundson made a motion to approve the agenda as presented. The motion was seconded by President Hartmann. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None.

3. CITIZEN FORUM

Administrator Loomis reported that she had not received communication from anyone that wished to address the Board.

4. CONSENT AGENDA

President Hartmann introduced the item.

~~A. Approve Minutes November 17, 2021, Regular Meeting~~

~~B. Receive and file November 2021 financial reports – (Financial Reports were not available at the time the meeting packet was prepared.)~~

~~C. Approval of Invoices for payment~~

i. **Financial Reports were not available at the time the meeting packet was prepared.**

D. Receive and file November 2021 Citizens Advisory Committee meeting minutes

E. Set 2022 meeting calendar

F. Approve 2022 Dakota County Monitoring and Technical Assistance Work Plan & Budget

G. Approve 2022 Cost Share and Water Quality Improvement Grant Program

Manager Salvato requested changing the date of the December 2022 meeting from the 21st to the 14th.

President Hartmann made a motion to approve the Consent Agenda with the change noted in the 2022 meeting schedule. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None.

5. SPECIAL AGENDA ITEMS

A. Discussion with Representative Paul Torkelson

Representative Paul Torkelson and Lisa Frenette, Frenette Legislative Advisors, legislative liaison for the LMRWD, were scheduled to join the meeting, however neither one was present at the time this item was taken up by the Board, so the President moved on to the next item on the agenda. [Weather prevented Representative Torkelson from joining and Ms. Frenette joined later]

B. Recognition of Manager Raby

Administrator Loomis reported she believed Manager Raby was going to be present so the Board could present him an award recognizing his service to the LMRWD. She noted a Resolution was drafted to recognize and thank him for his service. Manager Raby noted his current term expires in 2024 and he intends to stay on for at least another year unless the County appoints a replacement.

Administrator Loomis noted that the County has posted the open position.

Manager Salvato stated she appreciates his service, he has been a great role model, and she will be sad to see him go when he is done. The other Managers echoed her sentiments.

President Hartmann made a motion to adopt Resolution 21-13 Appreciation for Service and Contribution of David Raby to the Lower Minnesota River Watershed District. The motion was seconded by Manager Mraz. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, and Salvato; the following voted against: None. Manager Raby abstained.

6. PUBLIC HEARING

A. Adopt 2022 Budget and Certify Property Tax Levy Payable 2022

Administrator Loomis provided an overview of the budget. She noted that some lines were left blank in the budget when it was presented in August. After those lines were filled in, she noted that the budget increased, however the levy did not change.

Manager Raby noted there is an error in the total amount of the budget presented in the Executive Summary; there was an error in the placement of the comma and an extra couple of zeroes, however the written amount is correct.

President Hartmann asked where the percentages for the apportionment of the levy comes from. Administrator Loomis explained that it is based on the Net Tax Capacity of the taxable properties in each County. The percentages come from the State.

Manager Amundson asked how much the levy varies from year to year. Administrator Loomis explained that it is the policy of the District to keep the levy amount fairly stable, so it hasn't varied much from year to year.

President Hartmann opened the public hearing.

Seeing and hearing no one wishing to address the Board, President Hartmann closed the public hearing.

President Hartmann made a motion to adopt Resolution 21-12 Adopting 2022 Budget and Certification of Property Tax Levy for Taxes Payable 2022. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None.

7. NEW BUSINESS/PRESENTATIONS

A. Audit and Financial Accounting Services Proposals

Administrator Loomis reported the LMRWD sent out an RFP for audit and accounting services because Carver County can't provide these services any longer due to staffing. She further explained that she was notified by Redpath and Company that they could no longer provide audit services to the LMRWD. They told her they would not respond to the RFP.

She noted the RFP was sent to 15 firms and published for two weeks in the State Register. The District received 2 proposals. One for audit services and one for accounting services. She stated the dollar amounts in the proposals surprised her but after comparing the pricing to other firms and watershed districts it is comparable. She noted they recommend accepting the proposals.

Manager Hartmann asked why 2021 is so much higher than 2022.

Administrator Loomis stated she believes it is costs due to bringing on a new client and setting-up in their systems.

Manager Raby asked if they looked into other cities to find out who they use or if they can provide the services.

Administrator Loomis stated they didn't but she believes they are in the same situation for the most part and they are outsourcing their services as well.

Manager Raby made a motion to select Global Portfolio Consulting LLC as the audit service provider for fiscal years ending 2021 and 2022 and to select CliftonLarsonAllen LLP as the accounting services provider for fiscal years 2021, 2022 and 2023 and direct the District Administrator to enter into a contract with both Global Portfolio Consulting LLC and CLA with review and assistance of legal counsel. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None.

B. Scott County LIDAR Funding Request

Administrator Loomis reported the purpose of this item.

Manager Raby asked if Hennepin County is involved in this as well. He stated maybe instead of funding the entire \$5,000 they should maybe consider giving less in the event the other counties ask for help with their funding as well then they won't feel obligated to give them the full amount as well. He asked if someone could find out the value this will bring to the counties.

Ms. Schall Young stated she can work with the counties to see what the value proposition would be for the district.

Administrator Loomis stated she feels it would be appropriate to table this item until the next meeting

Manager Raby made a motion to table this item and directed staff to determine the value of LIDAR to the LMRWD by county. President Hartmann seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None.

8. OLD BUSINESS

A. Lower Minnesota River East One Watershed One Plan

Administrator Loomis provided an update on this and noted a map of the planning area was included in the meeting packets for review. She reminded the Board that Manager Raby had said that since he was retired, he would take on the position. She then noted that since Manager Raby announced his imminent retirement, he may want to rethink that offer. Manager Raby said since this is long term project he think the Board should consider appointing someone else.

Administrator Loomis stated the next meeting is tomorrow [December 16, 2021] from 2-4pm. Manager Salvato stated she would be interested but her job obligations make it difficult. Manager Mraz said she would be interested, but she has no flexibility with her schedule as a teacher.

Manager Raby stated he will not be available to attend the meeting tomorrow. Manager Amundson said she is available and can attend the meeting and then report back to the Board what is expected at the next Board meeting.

It was agreed that Manager Amundson would attend the meeting.

B. Burnsville Willow Creek Ravine Stabilization

No new information to report.

C. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail

No new information to report since last update.

D. City of Carver Levee

No new information to report since last update.

E. Dredge Management

i. Vernon Avenue Dredge Material Management site

No new information to report other than what was reported in the Executive Summary.

ii. Private Dredge Material Placement

No new information to report other than what was reported in the Executive Summary.

F. Watershed Management Plan

Administrator Loomis said she had asked Della Young, Young Environmental Consulting Group, to provide updates to the work plans for all the ongoing projects from the adopted 2018 Watershed Management Plan. She noted that she had informed the Board that no action was recommended on this agenda item, however, she recommends that the Board approve the updates and authorizes implementation. She noted that Ms. Young could answer any questions the Board may have.

President Hartmann made a motion to approve the work plans and authorize implementation. Manager Amundson seconded the motion. Upon a vote being taken the following voted in

favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None

G. 2022 Legislative Action

Administrator Loomis reported that the LMRWD has worked with Frenette Legislative Advisors (FLA) for several years and never had a formalized agreement between the LMRWD and FLA. She stated an agreement for the Board's review is presented this evening for approval.

Manager Raby asked about the one-year term of the agreement and how an extension could be made easier, so that a new agreement would not have to be authorized every year. Attorney Kolb said he believes that it is the intent of FLA to continue with the LMRWD and Ms. Frenette would most likely agree to a clause like that

Manager Raby made a motion to approve agreement between the LMRWD and FLA including a clause allowing for an extension of the agreement. President Hartmann seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None President Hartmann stated the Motion is approved.

H. Education and Outreach Plan

Administrator Loomis explained a work plan for Education and Outreach was included in the meeting packet and asked the Board to approve the work plan and recommend implementation.

President Hartmann asked what impressions, engagement and other measurements on Twitter mean. Ms. Young said that was one question that she couldn't answer, and she would need to ask Jen Dullum, LMRWD education & outreach director, to respond. Ms. Dullum was not at the meeting, so Ms. Young said she would get the specifics from Jen on that. Ms. Young noted that Twitter is the social media that has been engaging the most people.

Manager Salvato made a motion to approve 2022 Education and Outreach workplan and authorize implementation. President Hartmann seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato: the following voted against: None.

I. LMRWD Projects

(Only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)

i. Area #3 Eden Prairie

Administrator Loomis reminded the Board of previous work done on this project. She said staff is coming before the Board to approve a new contract with Inter-Fluve. She then referred this item to Ms. Schall Young. Manager Amundson asked what the exact service Inter-Fluve will be asked to perform. Ms. Young said it will take some of the things we learned from the previous work and restate the project to inform legislators of what this project involves. It is more than an illustration, but less than a feasibility study. She stated the numbers they are seeing are high because geotechnical engineers must get involved.

Manager Salvato asked if they will ultimately be required to remove the pond.

Ms. Schall Young stated the hope is to get funding for the entire project from the State, which includes relocating the pond.

Manager Amundson pointed that this type of project would benefit from the LIDAR survey that was discussed earlier in the meeting.

President Hartmann made a motion to approve the Inter-Fluve scope of work and authorize the contract for services as proposed and to approve the Barr Engineering task order and authorize the contract for services. Manager Raby seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None.

J. Project/Plan Reviews

(Only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)

i. Shakopee Dental Office (LMRWD No. 2021-052)

Administrator Loomis reported on this item and noted they are recommending a conditional approval.

President Hartmann made a motion to conditionally approve a permit for Shakopee Dental Office (LMRWD No, 2021-052), subject to receipt of a copy of the NPDES permit, contact information of the contractor and the name and contact information of the person(s) responsible for inspection and maintenance of erosion and sediment control measures. The motion was seconded by Manager Mraz. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None.

ii. Kraemer Quarry DNR Permit Application (LMRWD No. 2021-053)

Administrator Loomis reported on this item and noted the memorandum from Young Environmental Consulting Group is included in their packets and has been provided to the DNR.

K. MPCA Soil Reference Values - no change since last update

9. COMMUNICATIONS

- A. **Administrator Report:** Administrator Loomis said the Administrators Report was posted on-line. She provided an update on the MAWD Business meeting she attended recently. She noted two other watershed districts did not renew membership in MAWD – Sauk River WD and Prior Lake Spring Lake WD.
- B. **President:** No report
- C. **Managers:** Manager Raby noted he will be participating remotely at least until March and possibly until April or May.

Manager Salvato was pleased to see the report on the Metro Children's Water Festival.

There was discussion about changing the date of the December 2022 Board meeting.

Manager Mraz made a motion to approve changing the December 21, 2022 meeting to December 14, 2022. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato: the following voted against: None.

Manager Salvato noted that she may have a conflict with the November meeting date. Administrator Loomis said the meeting could be changed and that Manager Salvato should advise the Administrator whenever she know for sure.

- D. **Committees:** No report
- E. **Legal Counsel:** No report
- F. **Engineer:** No report

10. ADJOURN

At 8:15 PM, President Hartmann made a motion to adjourn the meeting. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Mraz, Raby and Salvato; the following voted against: None.

The next meeting of the LMRWD Board of Managers meeting will be 7:00, Wednesday, January 19, 2022, and will be held at the Carver County Government Center, 602 East 4th Street, Chaska, MN. Electronic access will also be available.

Attest:

Lauren Manager Salvato, Secretary

Linda Administrator Loomis, Administrator

Item 4.B.
LMRWD 2-16-22

BEGINNING BALANCE	30-Nov-21	\$ 1,719,917.21
ADD:		
General Fund Revenue:		
Tax Settlement - Scott County	\$ 95,041.18	
Tax Settlement - Carver County	\$ 19,720.16	
Tax Settlement - Dakota County	\$ 31,944.60	
Tax Settlement - Hennepin County	\$ 154,905.51	
Project Review Fees	\$ 1,500.00	
		\$ 303,111.45
Total Revenue and Transfers In		
DEDUCT:		
Warrants:		
433476 Daniel Hron	\$ 650.00	
433480 Metro Sales, Inc.	\$ 98.44	
433494 Scott County SWCD	\$ 4,816.00	
433496 State of Minnesota	\$ 162.00	
433499 US Bank Equipment Finance	\$ 168.10	
433727 Daniel Hron	\$ 650.00	
433733 MCES	\$ 2,824.08	
433743 Rinke Noonan Attorneys at Law	\$ 1,040.00	
433747 State of Minnesota	\$ 162.00	
100018499 Young Environmental Consulting	\$ 37,133.55	
100018645 Dakota County SWCD	\$ 1,800.00	
100018665 TimeSaver Off Site Secretarial	\$ 151.00	
JE Carver County Finance	\$ 1,345.50	
JE Carver County WMO	\$ 18,368.34	
		\$ 69,369.01
Total Warrants/Reductions		
ENDING BALANCE	31-Dec-21	\$ 1,953,659.65

EXPENDITURES	2021 Budget	December Actual	YTD 2021	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 10,041.74	\$ 219,014.86	\$ (30,985.14)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ 3,112.65	\$ 115,775.72	\$ 15,775.72
Gully Erosion Contingency Fund	\$ -	\$ 952.00	\$ 3,776.50	\$ 3,776.50
USGS Sediment & Flow Monitoring	\$ -	\$ -	\$ -	\$ -
Ravine Stabilization at Seminary Fen in Chaska	\$ -	\$ -	\$ -	\$ -
Riley Creek Cooperative Project with RPBCWD	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00
Seminary Fen Ravine Restoration site A	\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)
Seminary Fen Ravine Restoration site C-2	\$ -	\$ -	\$ -	\$ -
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Gully Inventory	\$ -	\$ -	\$ 48,977.93	\$ 48,977.93
MN River Corridor Management Project	\$ 75,000.00	\$ 5,012.00	\$ 45,652.00	\$ (29,348.00)
TH 101 Shakopee Ravine	\$ -	\$ -	\$ -	\$ -
Assumption Creek Hydrology Restoration	\$ -	\$ -	\$ 2,125.50	\$ 2,125.50
Carver Creek Restoration	\$ -	\$ -	\$ -	\$ -
Groundwater Screening Tool Model	\$ -	\$ -	\$ 952.00	\$ 952.00
MN River Floodplain Model Feasibility Study	\$ -	\$ -	\$ -	\$ -
Schroeder Acres Park SW Mgmt Project	\$ -	\$ -	\$ -	\$ -
PLOC Realignment/Wetland Restoration	\$ 70,000.00	\$ -	\$ -	\$ (70,000.00)
Spring Creek Project	\$ 75,000.00	\$ -	\$ 4,002.50	\$ (70,997.50)
West Chaska Creek	\$ -	\$ -	\$ -	\$ -
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ -	\$ -	\$ -	\$ -
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 25,000.00	\$ 4,422.70	\$ 32,017.02	\$ 7,017.02
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Bank Stabilization Project	\$ -	\$ -	\$ 77,457.31	\$ 77,457.31
E. Chaska Creek Treatment Wetland Project	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 15,000.00	\$ -	\$ 1,285.50	\$ (13,714.50)
Project Reviews	\$ 50,000.00	\$ 13,018.50	\$ 130,470.73	\$ 80,470.73
<i>Monitoring</i>	\$ 75,000.00	\$ 24,419.92	\$ 43,826.92	\$ (31,173.08)
<i>Watershed Management Plan</i>	\$ 10,000.00	\$ 901.00	\$ 3,747.29	\$ (6,252.71)
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00	\$ 6,774.00	\$ 61,895.19	\$ 31,895.19
<i>Cost Share Program</i>	\$ 50,000.00	\$ 714.50	\$ 7,149.00	\$ (42,851.00)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ -	\$ 102.00	\$ (239,898.00)
Total:	\$ 1,140,000.00	\$ 69,369.01	\$ 948,227.97	\$ (191,772.03)

Item 4.B.
LMRWD 2-16-22

BEGINNING BALANCE	31-Dec-21	\$ 1,953,659.65
ADD:		
General Fund Revenue:		
Tax Settlement - Scott County	\$ 924.91	
Tax Settlement - Dakota County	\$ 2,666.21	
Tax Settlement - Hennepin County	\$ 2,726.00	
Project Review Fees	\$ 750.00	
		\$ 7,067.12
Total Revenue and Transfers In		
DEDUCT:		
Warrants:		
434077 Frenette Legislative Advisors	\$ 3,333.34	
434082 Manager Hartmann	\$ 932.12	
434087 Daniel Hron	\$ 650.00	
434094 Manager Mraz	\$ 1,087.24	
434096 Manager Raby	\$ 661.96	
434097 Rinke Noonan Attorneys at Law	\$ 3,431.00	
434099 Manager Salvato	\$ 750.00	
434104 Studio Lola	\$ 1,000.00	
433747 US Bank Equipment Finance	\$ 168.10	
434174 Manager Amundson	\$ 753.24	
434437 Star Tribune	\$ 784.00	
434441 US Bank Equipment Finance	\$ 168.10	
100018886 Naiad Consulting	\$ 50,676.91	
100018895 TimeSaver Off Site Secretarial	\$ 151.00	
100018898 Young Environmental Consulting	\$ 53,190.24	
		\$ 117,737.25
Total Warrants/Reductions		
ENDING BALANCE	31-Jan-22	\$ 1,842,989.52

EXPENDITURES	2021 Budget	January Actual	YTD 2021	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 70,950.51	\$ 289,965.37	\$ 39,965.37
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ 5,344.11	\$ 121,119.83	\$ 21,119.83
Gully Erosion Contingency Fund	\$ -	\$ -	\$ 3,776.50	\$ 3,776.50
USGS Sediment & Flow Monitoring	\$ -	\$ -	\$ -	\$ -
Ravine Stabilization at Seminary Fen in Chaska	\$ -	\$ -	\$ -	\$ -
Riley Creek Cooperative Project with RPBCWD	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00
Seminary Fen Ravine Restoration site A	\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)
Seminary Fen Ravine Restoration site C-2	\$ -	\$ -	\$ -	\$ -
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Gully Inventory	\$ -	\$ -	\$ 48,977.93	\$ 48,977.93
MN River Corridor Management Project	\$ 75,000.00	\$ 7,134.97	\$ 52,786.97	\$ (22,213.03)
TH 101 Shakopee Ravine	\$ -	\$ 297.50	\$ 297.50	\$ 297.50
Assumption Creek Hydrology Restoration	\$ -	\$ -	\$ 2,125.50	\$ 2,125.50
Carver Creek Restoration	\$ -	\$ -	\$ -	\$ -
Groundwater Screening Tool Model	\$ -	\$ -	\$ 952.00	\$ 952.00
MN River Floodplain Model Feasibility Study	\$ -	\$ -	\$ -	\$ -
Schroeder Acres Park SW Mgmt Project	\$ -	\$ -	\$ -	\$ -
PLOC Realignment/Wetland Restoration	\$ 70,000.00	\$ -	\$ -	\$ (70,000.00)
Spring Creek Project	\$ 75,000.00	\$ 4,739.86	\$ 8,742.36	\$ (66,257.64)
West Chaska Creek	\$ -	\$ -	\$ -	\$ -
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ -	\$ -	\$ -	\$ -
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 25,000.00	\$ 9,288.22	\$ 41,305.24	\$ 16,305.24
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Bank Stabilization Project	\$ -	\$ 2,853.63	\$ 80,310.94	\$ 80,310.94
E. Chaska Creek Treatment Wetland Project	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 15,000.00	\$ -	\$ 1,285.50	\$ (13,714.50)
Project Reviews	\$ 50,000.00	\$ 11,327.35	\$ 141,798.08	\$ 91,798.08
<i>Monitoring</i>	\$ 75,000.00	\$ -	\$ 43,826.92	\$ (31,173.08)
<i>Watershed Management Plan</i>	\$ 10,000.00	\$ 4,801.10	\$ 8,548.39	\$ (1,451.61)
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00	\$ 1,000.00	\$ 62,895.19	\$ 32,895.19
<i>Cost Share Program</i>	\$ 50,000.00	\$ -	\$ 7,149.00	\$ (42,851.00)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ -	\$ 102.00	\$ (239,898.00)
Total:	\$ 1,140,000.00	\$ 117,737.25	\$ 1,065,965.22	\$ (74,034.78)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes Citizen Advisory Committee (CAC) Tuesday, January 4, 2021 Teleconference via WebEx

1. Officer Election

Jen Dullum opened nominations for board officers. Craig Diederichs was nominated for president by Judy Berglund. Theresa Kuplic seconded this nomination. Jen Dullum asked for any other nominations. There were none. Theresa Kuplic was nominated for vice president by Judy Berglund. Craig Diederichs seconded this nomination. Jen Dullum asked for any other nominations. There were none. Greg Genz was nominated for secretary by Judy Berglund. Theresa Kuplic seconded this nomination. Jen Dullum asked for any other nominations. There were none. Upon taking a roll-call vote, the following individuals voted in favor of the nominations: Berglund, Diederichs, Genz, and Kuplic. The following voted against: none.

2. Call to Order and Roll Call

The meeting was called to order by President Diederichs. The following members were present: Judy Berglund, Craig Diederichs, Greg Genz, and Theresa Kuplic. In addition, the following individuals joined the meeting: Linda Loomis, Naiad Consulting LLC and Lower Minnesota River Watershed District (LMRWD) Administrator; Jen Dullum, Young Environmental Consulting Group LLC; and Mark Nemeth, Minnesota Department of Natural Resource (MNDNR).

3. Approval of the Agenda

Berglund moved to approve the January agenda, and Kuplic seconded this. Upon taking a roll-call vote, the following individuals voted in favor of the motion: Berglund, Diederichs, Genz, and Kuplic. The following voted against: none.

4. Approval of the December Minutes

Berglund moved to approve the December minutes, and Kuplic seconded this. Upon taking a roll-call vote, the following individuals voted in favor of the motion: Berglund, Diederichs, Genz, and Kuplic. The following voted against: none.

5. Citizen Input on Non-Agenda Items

There was no input.

6. New Business

a. Speaker Mark Nemeth, MNDNR

Mark Nemeth, a trout stream habitat specialist with MNDNR Fisheries, gave a presentation on fish species in the Minnesota River Watershed. Mark provided several facts about the

Minnesota River and its tributaries. There are 97 fish species in the Minnesota River. The Minnesota River is nationally known for flathead catfish. Ike's Creek is the last remaining trout stream in Hennepin County, and Eagle Creek is the last remaining trout stream in Scott County. Ike's Creek was last stocked with native brook trout in 2007. Brook trout have continued to reproduce since being stocked. The trout stream is currently closed for fishing to maintain fish species. Eagle Creek was last stocked with Brook trout in 1973. The Creek is spring fed, and almost all land is publicly held property.

CAC members asked about fish consumption from the Minnesota River and its tributaries. Linda Loomis provided information on fish consumption (attached).

Mark Nemeth then discussed implications on trout streams from impervious surfaces. Impacts to trout start being noticed at around 7 percent impervious surface. Between 15 and 25 percent impervious surface trout are not found. Currently, the Eagle Creek watershed is at 7 percent impervious surface. Trout are temperature dependent. Once temperatures start rising above 64 degrees, trout will look for a cooler area. A temperature of 72 degrees is lethal to trout.

Craig Diederichs asked about sediment impacts on fish. It is suspected that sediment does affect fish; however, floodplain lakes and creek connections assist in lessening those impacts.

Greg Genz feels that not enough is being done to protect the Minnesota River from Asian carp. Mark Nemeth noted the ongoing research from the state on control methods.

Theresa Kuplic asked what the CAC could work on to improve the fish habitat in the Minnesota River. Mark Nemeth listed several ideas: maintaining river water quality through its streams and floodplain lakes; controlling erosion from valleys and bluffs, which will support water quality; advocating for projects that reduce nutrients; advocating for projects that manage the flow of water by reducing peak flows; and promoting regenerative agriculture, which holds water back and improves soil health.

7. Old Business

Jen Dullum mentioned that a rain barrel handout is currently under edit review. The LMRWD Technical Advisory Committee will review the steep slopes handout for comments and next steps.

8. Communications

a. 2022 meeting schedule

Jen Dullum verified that the first Tuesday of the month at 9:00 a.m. still works for the group's monthly meetings.

b. Other

The February CAC meeting will be held virtually on Tuesday, February 1, at 9:00 a.m. Brooke Asleson from the Minnesota Pollution Control Agency will speak about chloride.

9. Adjournment

Berglund moved to adjourn the meeting, and Kuplic seconded it. Upon taking a roll-call vote, the following individuals voted in favor of the motion: Berglund, Diederichs, Genz, and Kuplic. The following voted against: none.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, February 16, 2022

Agenda Item

Item 4. E. – Receive and File 2021 Fen Well Monitoring Report from Dakota County Soil & Water Conservation District

Prepared By

Linda Loomis, Administrator

Summary

The 2021 Fen Well Monitoring Report prepared by the Dakota County Soil & Water Conservation District. Lindsey Albright who conducts the monitoring and is the author of the report usually would present the report to the Board. Lindsey is expecting a baby in February around the time of the Board meeting and will be on maternity leave for a period thereafter. Lindsey will not be able to make a presentation at this time. She wanted to make sure the LMRWD received the report in a timely manner so she sent it to the District. If Managers have any questions they should let the administrator know.

The report has been posted to the LMRWD website and a link to the report is provided below.

Attachments

[2021 Fen Well Monitoring Report from Dakota County Soil & Water Conservation District](#)

Recommended Action

Motion to receive and file 2021 Fen Well Monitoring Report from Dakota County Soil & Water Conservation District



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, February 16, 2022

Agenda Item

Item 4. F. – 2022 Salt Symposium Sponsorship

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD has been asked to sponsor the event again in 2022. The District has been a sponsor of this event since 2018 at the \$500 Bronze Sponsor level. This event has been virtual since 2020 and will be virtual again in 2022.

There is \$500 in the 2022 education budget for this sponsorship.

Attachments

2022 Salt Symposium Sponsorship flyer

Recommended Action

Motion to authorize sponsorship of 2022 Salt Symposium at the Bronze Sponsor level (\$500)



Be a SPONSOR

Live-streaming August 2nd & 3rd

All sponsorships include placement of organization logos and contact information in a PDF distributed directly to all conference attendees. All sponsors will receive a contact list of attendees who agree to share their information.

Platinum Sponsor - \$5,000

- ❖ Pick your day and choice of either 5 minutes of “stage time” OR recognition as the sponsor of a morning or afternoon block of presentations. Both days: highly prominent logo placement on conference materials, 6 complimentary registrations, 5 break period advertisement slides, and 3 customized audience polls or promotional links sent via conference chat. Eligible for an exhibitor page, ideal for developing leads.

Gold Sponsor - \$2,500

- ❖ Prominent logo placement on conference materials, 3 complimentary registrations, 4 break period advertisement slides, 2 customized audience polls or promotional links sent via conference chat. Eligible for an exhibitor page, ideal for developing leads.

Silver Sponsor - \$1,000

- ❖ Logo placement on conference materials, 2 complimentary registrations, 3 break period advertisement slides, 1 customized audience poll or promotional link sent via conference chat. Eligible for an exhibitor page, ideal for developing leads.

Bronze Sponsor - \$500

- ❖ Logo placement on conference pamphlet and other materials, 1 complimentary registration, 2 break periods advertisement slides, 1 customized audience poll or promotional link sent via conference chat.

Specialized Sponsor – Non-cash donation

- ❖ Logo placement on conference materials, with other arrangements subject to agreement.

To submit the form or ask questions – email Doug Klimbal
Douglas.Klimbal@bolton-menk.com

(612) 772-2429

Salt Symposium Sponsor Sign-Up

- | | |
|---|---------------------|
| <input type="checkbox"/> Platinum Sponsor | - \$5,000 donation |
| <input type="checkbox"/> Gold Sponsor | - \$2,500 donation |
| <input type="checkbox"/> Silver Sponsor | - \$1,000 donation |
| <input type="checkbox"/> Bronze Sponsor | - \$500 donation |
| <input type="checkbox"/> Special Sponsor | - Non-cash donation |

I'd like to have an exhibitor page (Platinum, Gold, and Silver Sponsors)

Contact Name:		Date:
Organization/Company:		
Mailing Address:		
City:	State:	Zip Code:
Phone:	Email:	
<input type="checkbox"/> Check included by mail <input type="checkbox"/> Online Payment at Bolton-Menk.com <input type="checkbox"/> Please send me an invoice		Please email this completed form to: douglas.klimbal@bolton-menk.com
Checks made payable to: Bolton & Menk Inc. Memo: "Salt Symposium Sponsor"		Address checks sent by mail to: 1960 Premier Drive Mankato, MN 56001-5900

Donations are being used to reduce the cost of registration, bringing more people in to the chloride conversation.

This event assembles hundreds of professionals from numerous industries, each following the latest developments in salt use and management, road maintenance, agronomy, and more. Your donations help bring more people to the table.

Thank you!



To submit the form or ask questions – email Doug Klimbal
Douglas.Klimbal@bolton-menk.com

(612) 772-2429



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 16, 2022

Agenda Item

Item 4. G. – Authorize payment to Inter-Fluve for work on Eden Prairie Area #3

Prepared By

Linda Loomis, Administrator

Summary.

The LMRWD has received an invoice for the most recent scope of work with Inter-Fluve on Area #3. The scope of work is to prepare information and presentation to use to seek legislative funding for the project. Staff has reviewed the invoice and is recommending the Board authorize payment of the invoice.

Attachments

Inter-Fluve Invoice #21-04-21-01 dated February 3, 2022

Recommended Action

Motion to authorize payment of Inter-Fluve, Inc. invoice #21-04-21-01



Inter-Fluve, Inc.
 501 Portway Ave., Ste. 101
 Hood River, OR 97031
 Office: (541) 386-9003

Lower Minnesota River Watershed District
 112 E 5th St
 #102
 Chaska, MN 55318

Invoice number 21-04-21-01
 Date 02/03/2022

Project **21-04-21 Area 3 Bluff Concept Design and Rendering**

Billing Period Through 01/31/2022

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed	Remaining
Task 1: Project Management and Meetings	6,092.00	0.00	3,592.50	3,592.50	2,499.50
Task 2: Conceptual Design	23,409.00	0.00	915.00	915.00	22,494.00
Total	29,501.00	0.00	4,507.50	4,507.50	24,993.50

Task 1: Project Management and Meetings

Professional Fees:

	Hours	Rate	Billed Amount
Principal	3.50	260.00	910.00
Senior Staff	14.50	185.00	2,682.50
Phase subtotal			3,592.50

Task 2: Conceptual Design

Professional Fees:

	Hours	Rate	Billed Amount
Principal	1.00	260.00	260.00
Senior Staff	0.50	185.00	92.50
Staff	3.75	150.00	562.50
Phase subtotal			915.00

Invoice total **4,507.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21-04-21-01	02/03/2022	4,507.50	4,507.50				
	Total	4,507.50	4,507.50	0.00	0.00	0.00	0.00



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 16, 2022

Agenda Item

Item 5. A. Authorize RFP for Engineering Pool

Prepared By

Linda Loomis, Administrator

Summary.

Staff has discussed the need for the LMRWD to approve a list of engineering firms that can be retained from time to time based upon areas of expertise.

Staff requests that the Board authorize solicitation of firms interested in being included in a pool of firms that may be called on to provide services for specific types of projects. A Request for Proposal s-is attached for the Board's information.

Attachments

Draft RFP soliciting engineering firms interested in being included in a pool

Recommended Action

Motion to authorize solicitation of engineering firms



PUBLIC NOTICE
OF
LOWER MINNESOTA RIVER WATERSHED DISTRICT
STATEMENT OF QUALIFICATIONS

FROM ENGINEERING FIRMS INTERESTED IN BEING INCLUDED IN A POOL

Pursuant to MSA 103B.227, Subdivision 5, the Lower Minnesota River Watershed District (LMRWD) is soliciting Statements of Qualifications (SOQ) from firms interested in in being included in a pool of firms that will be called on to provide services for specific types of projects.

Submitted SOQs must have two sections as follows:

Section 1. General Firm Information and Qualifications

This section will include a letter of interest, general information about the company, a list of related work, projects, clients, a fee schedule for 2022-2023, and a list of key personnel who would perform services for the LMRWD and their qualifications. Please include other services or specialties that may be pertinent.

Section 2. Service Area Qualifications

This section should provide a summary of your qualifications and unique expertise in each of the following service areas you wish to be considered for future work. Each service area qualification may not exceed two (2) pages.

- 1) Watershed, Subwatershed and Water Resource Management and Planning
- 2) Lake, Wetland and Stream Restoration and Management
- 3) Hydrologic, Hydraulic and Water Quality Modeling and Analysis Groundwater and Hydrogeological modeling, monitoring and analysis
- 4) Natural resources management (e.g., wetlands, fens)
- 5) Slope stability and geotechnical services
- 6) Urban Stormwater BMP Design and Construction Management
- 7) Water Resource Permitting
- 8) Land Surveying
- 9) Geographic Information Systems

The SOQ should be no longer than 10 pages, including the letter of interest and any other content the firm desires to the SOQ. The cover, table of content and resumes are not included in the page limit.

Review Process

The LMRWD Board of Managers will review all submittals and determine which firms are qualified in each of the areas listed above. Those firms qualified in each respective service area will be placed in a pool of professional service firms for calendar years 2022-2023. The LMRWD will request proposals or quotations for projects from the pool within a service area, as needed. LMRWD Policy Relating to Member Communities and Other Governmental Jurisdictions

From time to time, it is possible that LMRWD Consultants may represent governmental jurisdiction fully or partially located with the LMRWD. This may provide a conflict of interest for that consultant. Please layout how your firm would address possible conflicts of interest that may arise.

Submittals

Please provide SOQs in electronic (.pdf) format on or before the close of business Wednesday, March 30, 2022 to:

Lower Minnesota River Watershed District
Linda Loomis, District Administrator
naiadconsulting@gmail.com

The Board of Managers will review all SOQs received and reserves the right to request additional information from any and all proposers, to conduct interviews with select proposers, to reject any and all SOQs, and to otherwise take such action as it deems in the best interest LMRWD.

For answers to questions regarding this request contact Linda Loomis at 763-545-4659 or naiadconsulting@gmail.com



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, February 16, 2022

Agenda Item

Item 6. A. – Audit and Financial Accounting Services

Prepared By

Linda Loomis, Administrator

Summary.

Mr. Charles Avemo, Global Portfolio Consulting, LLC, the new auditor for the LMRWD met with Carver County Finance and the LMRWD to discuss the 2021 financial audit. Records have been transferred from Redpath to Global and the audit is scheduled for March 2022 and the final report scheduled to be complete by the end of March.

CLA has set up Quickbooks on-line for the District and I will be meeting with CLA to review the general ledger to finalize the set-up. Once we have set-up new bank accounts and transferred funds the LMRWD will be ready to begin paying claims. Once paperwork has been completed to transfer funds, the funds balance at the end of December 2021 will be transferred. Remaining funds will be transferred once the LMRWD can assure Carver County that there are not outstanding checks.

After investigating options for banking services, staff is recommending that the LMRWD work with the 4M Fund. The 4M Fund is a joint powers organization for local governments. They have money market funds (and others) where the LMRWD funds can invest its funds. 4M Fund has a banking relationship with US Bank for check writing services. The US Bank account is a sweep account, where money is moved from the 4M Fund to pay claims and funds remaining at the end of the day are moved back to the 4M Fund. Many other watershed districts bank through the 4M Fund and have been happy with the relationship. Keeping funds with the 4M Fund reduces the need to collateralize the LMRWD funds above the FDIC Insurance limits and the fees that banks charge to collateralize the funds.

The goal is to have funds and financial services transferred from Carver County by the end of March.

There are several decisions that will need to be made by the Board and resolutions to adopt to get all the paperwork set-up. The Board should decide who will be designated to authorize payment of claims. At the January Board meeting the Board adopted Resolution 22-03 authorizing the Treasurer to designate depositories and make investments. That Resolution also authorized the President to execute all related documents necessary to establish and maintain bank accounts. In light of that Resolution, I would recommend that the Board designate the President and Treasurer to be authorized for both the 4M Fund and the US Bank account. Several documents are attached that will need to be adopted and executed.

The Board will also need to designate US Bank and the 4M Fund as depositories.

Attachments

- LMRWD Resolution 22-03 Designation of Depositories of the LMRWD
- Declaration of Trust
- 4M Fund Fact Sheet

- Resolution 22-04 Authorizing Membership in the 4M Fund and designating 4M Fund and US Bank as Depositories
- US Bank Master Service Agreement
- Appendix A: Account Signers
- Appendix B: Treasury Management Signers

Recommended Action

Motion to adopt Resolution 22-04 Authorizing Membership in the 4M Fund and designating 4M Fund and US Bank as Depositories

Motion to authorize execution of US Bank Master Service Agreement, Appendix A: Account Signers and Appendix B: Treasury Management Signers

RESOLUTION 22-03

RESOLUTION OF THE LOWER MINNESOTA RIVER WATERSHED DISTRICT BOARD OF MANAGERS

DESIGNATION DEPOSITORIES OF THE LOWER MINNESOTA RIVER WATERSHED DISTRICT

Manager _____ offered the following Resolution and moved its adoption:

WHEREAS, pursuant to Minnesota Statute Chapter 469.052, all governmental entities are required to designate depositories and a governmental entity's deposits and investments must comply with Minnesota Statutes Chapter 118A.

WHEREAS, the Lower Minnesota River Watershed District (LMRWD) is seeking one or more financial institutions to designate as the official depository for LMRWD funds; and

WHEREAS, these statutes allow the Board of Managers to authorize the Treasurer or Chief Financial Officer to annually designate a bank as the official depository for the LMRWD's funds and manage collateral pledged to such funds.

NOW THEREFORE, BE IT RESOLVED, that any funds deposited on behalf of the LMRWD at a financial institution that meets the requirements of Minnesota Statutes Chapter 118A are to be insured by the appropriate United States Governmental entity (FDIC or NCUA) or collateralized in accordance with the appropriate state statute; and

BE IT FURTHER RESOLVED, that the Treasurer or his/her designee, may designate one or more financial institutions as a depository of the LMRWD's funds and make investments of funds under Sections 118A.01 to 118A.06 or other applicable laws; and

BE IT FURTHER RESOLVED, that the President or his/her designee, is hereby authorized and directed to execute all related documents necessary to establish and maintain the accounts; and

BE IT FINALLY RESOLVED, that the authority granted by this Resolution shall be effective as of January 19, 2022 and remain in effect until rescinded.

The LMRWD Administrator is authorized and directed to furnish each depository with certified copies of this resolution along with such signature documentation as is required by the depository and the authorizations set forth in all above.

The question on the adoption of the Resolution was seconded by Manager _____ and upon a vote being taken there were ___ yeas and ___ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
AMUNDSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMANN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MRAZ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RABY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALVATO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the President declared the Resolution adopted.

ATTEST:

Jesse Hartmann, President

Lauren Salvato, Secretary

I, Lauren Salvato, Secretary of the Lower Minnesota River Watershed District, do hereby certify that I have compared the above Resolution with the original thereof as the same appears of record and on file with the LMRWD and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 19 day of January 2022.

Lauren Salvato, Secretary

State of Minnesota

SECRETARY OF STATE

Certificate of Business Trust

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: A copy of the Declaration of Trust of the trust listed below was filed with this office on this date, by a member of the board of trustees of that trust, who swore that the copy filed was a true and correct copy of the declaration of trust. The trustee also set forth the name and address of the agent of the trust for service of process, and met all the filing requirements of Minnesota Statutes, Chapter 318.

Name of Business Trust:

Minnesota Municipal Money Market Fund

File Number: BT-406

Name and Address of Agent for Service of Process:

League of Minnesota Cities
The League of MN Cities 183 Univ Ave E
St Paul MN 55101-

This certificate has been issued on 04/23/87.



Joan Anderson Grove
Secretary of State.

BT 406

MINNESOTA MUNICIPAL
MONEY MARKET FUND

(A Minnesota entity formed
pursuant to the
Minnesota Joint Powers Act)

DECLARATION OF TRUST
(As adopted in January, 1987)

034869

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Execution

WITNESSETH:

WHEREAS, Minnesota Statutes, Section 471.59 (the "Joint Powers Act") provides, among other things, that governmental units (as such term is defined therein), by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the term "governmental unit" is defined in the Joint Powers Act to include municipality as defined herein; and

WHEREAS, all of the Initial Participants are Municipalities of the State of Minnesota that desire to enter into an agreement and thereby establish an entity for joint investment, under the provisions of the aforementioned Joint Powers Act, pursuant to this Declaration of Trust for the purpose of combining their respective available investment funds not currently needed by such Municipalities so as to enhance the investment opportunities available to them and increase the investment earnings accruing to them respectively; and

WHEREAS, this Declaration of Trust is intended to be an agreement entered into pursuant to the Joint Powers Act for the purpose of better exercising the Participants' power to invest their respective funds in accordance with the Laws of the State of Minnesota; and

WHEREAS, the Board or Council of each of the Initial Participants has duly adopted a resolution authorizing the applicable Initial Participant to become a party to, and has approved, this Declaration of Trust pursuant to the Joint Powers Act; and

WHEREAS, the Board or Council of each of the Initial Participants, by its aforementioned approval of this Declaration of Trust, has authorized the investment of funds of such Initial Participant in investments of the nature permitted by Minnesota Law, as applicable, and in the manner contemplated by this Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the 4M Fund's assets shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the 4M Fund or its agent; and

WHEREAS, the Initial Participants anticipate the other Municipalities of the State of Minnesota may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Initial Participants hereby declare that all moneys, assets, securities, funds and property now or hereafter acquired pursuant to this agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

The 4M Fund

1.01 Name. The name of the common law trust created by this Declaration of Trust shall be "Minnesota Municipal Money Market Fund" (the 4M Fund) and, so far as may be practicable, the Trustees shall conduct the 4M Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "4M Fund" wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants, or Participants of the 4M Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the 4M Fund as they deem proper, and the 4M Fund may hold property and conduct its activities under such designation or name. The Trustees shall take such actions as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Minnesota or the United States of America so as to protect and reserve the right of the 4M Fund in and to such name.

1.02 Purpose: Only Certain Minnesota Municipalities to be Participants.

(a) The purpose of the 4M Fund is to provide a means through which Municipalities may jointly and cooperatively exercise their power to invest their respective available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Minnesota, from time to time in effect, governing the investment of the Municipal Funds. Only Municipalities organized under the Laws of the State of Minnesota may become Participants. A Municipality may become a party to this Declaration of Trust and may place moneys in the 4M Fund only after its Board or Council has duly adopted a resolution, or taken other applicable official action, authorizing such Municipality to become a Participant of the 4M Fund and adopting this Declaration of Trust.

(b) It is not necessary for a municipality to place any funds in the 4M Fund to become a Participant, and no minimum investment balance must be maintained by a Municipality which has become a Participant in order for such Municipality to continue to be a Participant.

1.03 Location. The 4M Fund shall maintain an office of record in the State of Minnesota and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the 4M Fund shall be: c/o League of Minnesota Cities, 183 University Ave. East, St. Paul, Minnesota 55101. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

1.04 Nature of 4M Fund and Declaration of Trust.

(a) The 4M Fund shall be a common law trust (also known as a business trust) organized and existing under the laws of the State of Minnesota. The 4M Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership,

joint venture, corporation, investment company, joint stock association or joint stock company. The Participants shall be beneficiaries of the 4M Fund, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Declaration of Trust is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto within the meaning of the Joint Powers Act.

1.05 Definitions. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Board of Trustees" or "Trustees" shall mean the Board of Directors of the League of Minnesota Cities.

reordered { "Board" or "Council" shall mean the governing body of a Municipality as defined herein.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Administrator under the applicable provisions of Section 11.2 hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.1 hereof as the same may be amended from time to time.

"Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

"Employee of a Municipality" or "Municipal Employee" shall mean a director of finance, a finance official or other managerial employee of a Municipality charged with responsibility for municipal finance.

"4M Fund" shall mean the common law trust created by this Declaration of Trust.

"4M Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the 4M Fund or the Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the 4M Fund or the Trustees.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the 4M Fund to participants and potential Participants of the 4M Fund as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean the League of Minnesota Cities and the City of Minnetonka which Municipalities initially formed the 4M Fund by the execution and adoption of this Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

"Joint Powers Act" shall mean Minnesota Statutes, Section 471.59.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

reordered { "Municipality" shall mean county, city, town, public authority, public corporation, public commission, special district, any other political subdivision, or an agency of the state or its subdivisions and any "instrumentality" (as that term is defined in the Joint Powers Act) of a municipality. }

"Participants" shall mean the Initial Participants and the Municipalities which adopt this Declaration of Trust pursuant to Section 14.6 hereof.

"Permitted Investments" shall mean the investments referred to in Paragraph (b) or Section 2.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (which or not legal entities) and governments and agencies and political subdivisions thereof.

"Share" shall mean the unit used to denominate and measure the respective beneficial interests of the Participants in the Fund Property as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Technical Advisory Board" shall mean the persons appointed by the Trustees to act as technical advisors to the Trust.

ARTICLE II

Powers of the Trustees

2.1 General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the 4M Fund Property and other the affairs of the 4M Fund to the same extent as if the Trustees were the sole and absolute owners of the 4M Fund Property in their own right, and

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with such powers of delegation as may be permitted by this Declaration of Trust. The trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the 4M Fund or promoting the interests of the 4M Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order or, or resort to, any court.

2.2 Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide an investment program for the Participants;
and

(b) for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments as permitted by Law (the "Permitted Investments"). Permitted Investments include, without limitation, as of the date hereof, the following:

(i) any security which is a direct obligation of or is guaranteed as to payment of principal and interest by the United States of America or any agency or instrumentality thereof;

(ii) shares of an investment company (1) registered under the federal investment company act of 1940, whose shares are registered under the federal securities act of 1933, and (2) whose only investments are in securities described in the preceding clause and repurchase agreements fully collateralized by those securities, if the repurchase agreements are entered into only with those primary reporting dealers that report to the Federal Reserve Bank of New York and with the 100 largest United States commercial banks;

(iii) any security which is a general obligation of the State of Minnesota or any of its municipalities;

(iv) bankers acceptances of United States banks eligible for purchase by the Federal Reserve System;

(v) commercial paper issued by United States corporations or their Canadian subsidiaries that is of the highest quality and matures in 270 days or less;

(vi) deposits in a national bank or in a state bank or thrift institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that any such deposit shall be insured, bonded or collateralized in the manner required by Law and that any such bank or thrift institution shall meet criteria designated from time to time by the Trustees;

(vii) repurchase agreements (a) with any bank qualified as a depository of money held in the debt service fund of a municipality of the State of Minnesota or (b) with any national or state bank in the United States of America which is a member of the Federal Reserve System and whose combined capital and surplus equals or exceeds \$10,000,000 or (c) with a Primary Reporting Dealer in United States Government Securities to the Federal Reserve Bank of New York as such term is defined in Minnesota Statutes, Section 475.51, Subdivision 11 or (d) a securities

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broker-dealer having its principal executive office in Minnesota, licensed pursuant to Chapter 80A or an affiliate of it, regulated by the Securities and Exchange Commission and maintaining a combined capital and surplus of \$40,000,000 or more, exclusive of subordinated debt; and

(viii) such other investment instruments now or hereafter permitted by applicable Law for the investment of moneys of Municipalities organized under the laws of the State of Minnesota.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the 4M Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust, that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust.

2.3 Legal Title.

(a) Legal title to all of the 4M Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any 4M Fund Property to be held, on behalf of the Participants, by or in the name of the 4M Fund, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the 4M Fund is adequately protected.

(b) The right, title and interest of the Trustees in and to the 4M Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their election to the Board of Directors of the League of Minnesota Cities and qualification without any further act. Upon the expiration of term of office, resignation, disability, removal, adjudication as incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the 4M Fund Property, and the right, title and interest of such Trustee in and to the 4M Fund Property shall vest automatically in the remaining Trustees without any further act.

2.4 Disposition of Assets. Subject in all respects to Article IV hereof and to the Laws from time to time applicable to Municipalities of the State of Minnesota, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all 4M Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the 4M Fund, to give consents and make contracts relating to 4M Fund Property or its use.

2.5 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the 4M Fund

or the Trustees in connection with the 4M Fund Property or upon or against the 4M Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.6 Rights as Holders of 4M Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the 4M Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.7 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the 4M Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of 4M Fund Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a committee of the Trustees as provided in Section 9.9 hereof) or to officers, employees or agents of the 4M Fund (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the 4M Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the 4M Fund.

2.8 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the 4M Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the 4M Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the 4M Fund; (v) to exercise any power of sale held by them, and to convey good title hereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the 4M Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments, and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

2.9 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment thereof; and (iii) to pay appropriate compensation or fees from the funds of the 4M Fund to Persons with whom the 4M Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the 4M Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for

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expenses reasonably incurred by themselves or any one or more of themselves on behalf of the 4M Fund.

2.10 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the 4M Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.2 of this Declaration of Trust, but ~~not~~ if and to the extent permitted by Law.

2.11 Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by Law, any moneys or funds, included in the 4M Fund Property, and intended to be used for the payment of expenses of the 4M Fund or the Trustees, with one or more banks, or thrift institutions meeting the requirements of Section 2.2(b)(vi) hereof. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank or thrift institution with which the moneys, investments, or securities have been deposited. Each such bank or thrift institution shall comply, with respect to such deposits, with all applicable requirements of all applicable Laws, including, but not limited to, Laws of the State of Minnesota relating to Municipalities.

2.12 Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the 4M Fund Property and to revalue the 4M Fund Property.

2.13 Fiscal Year: Accounts. The Trustees shall have full and complete power to determine the fiscal year of the 4M Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the 4M Fund shall terminate on June 30 and commence on July 1 of each calendar year.

2.14 Concerning the 4M Fund and Certain Affiliates.

(a) The 4M Fund may enter into transactions with any Affiliate of the 4M Fund or of the Adviser, the Administrator, or the Custodian or of any Trustee, officer, director or employee of the 4M Fund or with any Affiliate of an agent of the 4M Fund or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) had, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the 4M Fund) who is a party to the transaction or transactions with the 4M Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the 4M Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the 4M Fund or with the Person who is a party to the transaction or transactions with the 4M Fund.

(b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Minnesota, in the absence of fraud, a contract, act or other transaction between the 4M Fund and any other Person, or in which the 4M Fund is interested, is valid and no Trustee, officer, employee or agent of the 4M Fund shall have any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person, or (ii) one or more of the Trustees, officers, employees, or agents of the 4M Fund, individually or jointly with or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is

approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the 4M Fund may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the 4M Fund, which interests and activities may be similar to those of the 4M Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the 4M Fund shall be free of any obligation to present to the 4M Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the 4M Fund, even if such opportunity is of a character which, if presented to the 4M Fund, could be taken by the 4M Fund.

(d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the 4M Fund may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the 4M Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the 4M Fund.

(e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14, the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Minnesota concerning conflicts of interest, including, but not limited to, Minnesota Statutes, Sections 471.87 and 471.88, or any other Law limiting the Participants' power to enter into such transaction, and the By-Laws of the 4M Fund may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified Persons a continuing and suitable investment program, consistent with the investment policies and objectives of the 4M Fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser.

2.16 Power to Contract, Appoint, Retain and Employ.

(a) Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the 4M Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the 4M Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the 4M Fund's administrator or co-administrators; (iii)

furnish reports to the Trustees and provide research, economic and statistical data in connection with the 4M Fund's investments; (iv) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select, and, on behalf of the 4M Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person, (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the 4M Fund as may be agreed upon with the Trustees.

(b) The manner of employing, engaging, compensating, transferring, or discharging any Person as an employee of the 4M Fund shall be subject to Minnesota Law. For purposes of the preceding sentence, "employee of the 4M Fund" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of 4M Fund Property, insurance policies insuring the 4M Fund and the Trustees, officers, employees and agents of the 4M Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the 4M Fund or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the 4M Fund would have the power to indemnify such Person against such liability.

2.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the 4M Fund, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the 4M Fund.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the 4M Fund has dealings, including, without limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Trustees shall determine.

2.20 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the 4M Fund may default or is in default under the terms of any obligation to the 4M Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the 4M Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the 4M Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement regarding the 4M Fund and to amend or supplement the same from time to time.

2.22 Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the 4M Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the 4M Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the 4M Fund Property.

2.23 Compliance with Laws. The Trustees shall at all times exercise all powers granted hereunder in compliance with, and the operations of the 4M Fund shall at all times be conducted in accordance with, the applicable Laws of the State of Minnesota.

2.24 Tax or Aid or Revenue Anticipation Borrowing. Notwithstanding the provisions of Section 2.10 or 4.2 or any other provision of this Declaration, the Trustees shall have full and complete power to borrow money or incur indebtedness as a part of a program of tax or aid or revenue anticipation borrowing by Participant Municipalities. They shall have the power to issue such obligations on behalf of the Participants, coordinate the issuance of such obligations by the Participants, to become members of joint powers entities authorized to issue or coordinate the issuance of such obligations, or to enter into contracts or agreements of any nature authorized by law related to the issuance of such obligations. The assets of the 4M Fund itself shall not be pledged by the Trustees to the repayment of any portion of such borrowing and any obligations issued shall not constitute a debt of the 4M Fund, shall not be payable from or be a charge upon any assets of the 4M Fund, shall not give rise to any pecuniary liability of the 4M Fund, and shall not be enforceable against any property of the 4M Fund, other than amounts received from participating Municipalities in connection with that anticipation borrowing program which are pledged to the repayment of the borrowing or obligations. The Trustees shall have such powers as necessary to conduct or participate in such anticipation borrowing programs as approved by the Trustees, including a program of investment of obligation proceeds.

ARTICLE III

Technical Advisory Board, Investment Adviser, Administrator, and Custodian

3.1 Appointment. The Trustees are responsible for the general investment policy and program of the 4M Fund and for the general supervision and administration of the business and affairs of the 4M Fund conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the 4M Fund. The Trustees are not required personally to conduct all of the routine business of the 4M Fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser as an investment adviser to the Trustees, an Administrator as an administrator for the 4M Fund and a Custodian. The trustees may grant or delegate such authority to the Adviser and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable, for the efficient management of the 4M Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The Trustees may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrators. The same person may serve simultaneously as the Administrator and as the Adviser, but no person serving as the Administrator or as the Adviser may serve as the Custodian. Piper Capital Management, Inc., a subsidiary of Piper Jaffray, Inc., a corporation organized and existing under the Laws of the State of Delaware, is appointed as the initial

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Administrator and Adviser for the 4M Fund. Marquette Bank Minneapolis is appointed as the initial Custodian for the 4M Fund. The Trustees shall appoint a Technical Advisory Board to assist the Trustees in the development of policies and the overseeing and reviewing of the activities of the 4M Fund. The Technical Advisory Board shall be made up of such individuals as the Trustees deem advantageous to the Fund. The composition of the Technical Advisory Board may be changed from time to time in the discretion of the Trustees.

3.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the 4M Fund and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of 4M Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Adviser.

3.3 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the 4M Fund and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Administrator.

3.4 Duties of Custodian. The duties and qualifications of the Custodian shall be those set forth in Article 11 herein.

3.5 Successors. In the event that, at any time, the position of Adviser, Administrator, or Custodian shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser, Administrator, or Custodian. A predecessor shall assist and cooperate with the 4M Fund in the smooth and orderly transition in the event a successor Adviser, Administrator, or Custodian is appointed for any reason.

ARTICLE IV

Investments

4.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the 4M Fund the highest possible investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law, as may be set forth more fully in the 4M Fund's Information Statement, as the same may be amended from time to time.

4.2 Restrictions Fundamental to the 4M Fund. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the 4M Fund:

(i) May not make any investment other than investments authorized by the provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(ii) May not purchase any Permitted Investment which has a maturity date more than one year from the date of the 4M Fund's purchase thereof, unless subject, at the time of such purchase by the 4M Fund, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the 4M Fund within one (1) year;

(iii) May not purchase any Permitted Investment if the effect of such purchase by the 4M Fund would be to make the average dollar weighted maturity of the 4M Fund's investment portfolio greater than ninety (90) days, provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed to mature on the day on which the 4M Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the 4M Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness except to facilitate as a temporary measure:

(a) withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments;

(b) for a period not to exceed one business day, withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the withdrawal requests; or

(c) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(v) May not make loans, provided that the 4M Fund may make Permitted Investments;

(vi) May not hold or provide for the custody of any 4M Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law;

(vii) Except as permitted by Section 2.2(b)(ii) hereof, may not purchase securities or shares of investment companies or any entities similar to the 4M Fund; and

(viii) May not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.2; however in the case of indebtedness secured under Section 4.2(iv)(b) or (c) hereof, it may pledge assets only to the extent of the actual funds in the account of a participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the 4M Fund that it intends to deposit in its account on that date.

For the purposes of this Section 4.2, the phrase "Responsible Person" shall mean a person with which the 4M Fund is authorized to enter into agreements pursuant to Section 2.2(b)(vii) hereof.

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4.3 Amendment of Restrictions. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the 4M Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the 4M Fund to the Laws of the State of Minnesota and the United States of America as they may from time to time be amended.

ARTICLE V

Limitations of Liability

5.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund; and no Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the 4M Fund and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust.

5.2 Liability to the 4M Fund or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be liable to the 4M Fund or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust; provided, however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund.

5.3 Indemnification.

(a) The 4M Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the 4M Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

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(b) The 4M Fund shall indemnify each of its Trustees and officers, and employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the 4M Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian), except as to any matter as to which he acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence; in addition, in the case of the Adviser, Administrator, or the Custodian in willful or negligent violation of the restrictions on investments of the 4M Fund Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or agent (including the Adviser, Administrator or the Custodian), pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless: 1) The 4M Fund receives a written opinion from independent counsel approved by the Trustees to the effect that if the matter had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian), were meritorious; and 2) If in the opinion of the Board of Trustees, the Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian) were not acting in bad faith or with willful misfeasance or reckless disregard of their duties or gross negligence. The rights accruing to any Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the 4M Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the 4M Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Trustee, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

5.4 Surety Bonds. ~~No Trustee shall,~~ as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.5 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the 4M Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of

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money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

5.6 Recitals. Any written instrument creating an obligation of the 4M Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the 4M Fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the 4M Fund. Any written instrument creating an obligation of the 4M Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the 4M Fund, and that only the 4M Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the 4M Fund.

5.7 Reliance on Experts, Etc. Each Trustee and each officer of the 4M Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the 4M Fund, upon an opinion of counsel or upon reports made to the 4M Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the 4M Fund.

5.8 Liability Insurance. The Trustees shall maintain insurance for the protection of the 4M Fund Property and the Trustees, Participants, officers, employees and agents (not including Advisor, Administrator, or Custodian) of the 4M Fund in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.9 No Waiver. Nothing in this Declaration of Trust shall be construed as constituting the waiver of any immunity from liability available to the 4M Fund or the Trustees, Participants, officers, employees or agents of the 4M Fund pursuant to any applicable provision of Law.

ARTICLE VI

Interests of Participants

6.1 General. The beneficial interest of the Participants hereunder in the 4M Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the 4M Fund or the 4M Fund Property. Title to the 4M Fund Property of every description and the right to conduct any affairs hereinbefore described are vested in the Trustees on behalf and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the 4M Fund nor can they be called upon to share or assume any losses of the 4M Fund or suffer an

assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.2 hereof.

6.2 Allocation of Shares

(a) The Trustees shall credit a Participant with additional Shares upon receipt of funds (including, without limitation, income from the investment of 4M Fund Property) for the account of such Participant, based on the net asset value per Share as determined pursuant to Section 10.1 hereof. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the 4M Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.2 hereof. Shares shall be allocated and reduced in numbers as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Municipality which has become a Participant of the 4M Fund in accordance with Section 1.2 hereof. Each Participant may establish more than one account within the 4M Fund for such Participant's convenience.

(c) The minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.2, the minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be One Dollar (\$1.00).

6.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the 4M Fund pursuant to Section 7.1 hereof, and the 4M Fund shall not be required to issue certificates as evidence of Share allocation.

6.4 Reduction in Number of Shares to Maintain Constant Net Asset Value. The Shares of the 4M Fund shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.2 hereof in order to maintain the constant net-asset value per Share.

6.5 Withdrawals. Funds may be withdrawn from the 4M Fund at the option of a Participant, upon and subject to the terms and conditions provided in this Declaration of Trust. The 4M Fund shall, upon application of any Participant, promptly pay to such Participant the amount requested and shall reduce the number of Shares allocated to such Participant to the number of Shares which shall reflect such Participant's proportionate interest in the net assets of the 4M Fund after such withdrawal of funds. The procedures for effecting a withdrawal shall be as adopted by the Trustees and as set forth in the Information Statement of the 4M Fund, as the same may be amended from time to time; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the 4M Fund.

6.6 Suspension of Right of Withdrawal; Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Minnesota or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end

and holiday closing) or (ii) during which any financial emergency situation exists as a result of which disposal by the 4M Fund of 4M Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the 4M Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests, a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.7 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the 4M Fund at any one time at the option of a Participant; provided, however, that no request by a Participant for the withdrawal of less than one dollar (\$1.00) need be honored.

6.8 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Shares allocated to such Participant in accordance with Section 6.5 hereof, in an amount sufficient to reimburse the 4M Fund for any fees, expenses, costs or penalties actually incurred by the 4M Fund as a result of such defective withdrawal request.

6.9 Allocation of Certain Expenses. Each Participant will, at the discretion of the 4M Fund, indemnify the 4M Fund against all expenses and losses resulting from indebtedness incurred on that Participant's behalf under Section 4.2(iv)(b) or (c) hereof. Each Participant authorizes the Trustees to reduce its Shares to the number of Shares which reflects that Participant's proportionate interest in the net assets of the 4M Fund after allocation of those expenses and losses to it.

ARTICLE VII

Record of Shares

7.1 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and reductions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Fund as shall keep the Share Register for entry

thereon.

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7.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the 4M Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

7.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to receive for such Shares the amount credited to the account of the Participant whose beneficial interest in the 4M Fund is represented by such Shares. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the 4M Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

7.4 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferrable, in whole or in part, other than to the 4M Fund itself for purposes of effectuating a withdrawal of funds.

7.5 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the 4M Fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.6 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage pre-paid, addressed to Participants of record at their last known post office addresses as recorded on the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII

Participants

8.1 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration of Trust or termination of the 4M Fund as provided in Section 4.3 and Section 13.1 hereof; and (ii) reorganization of the 4M Fund as provided in Section 13.2 hereof. It shall not be necessary for any minimum number of Shares to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter.

8.2 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least ten percent (10%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (i) or clause (ii) of Section 8.1 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.3 Inspection of Records. The records of the 4M Fund shall be open to inspection at all reasonable times pursuant to Minnesota Statutes, Chapter 13.

8.4 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Trustees and shall be called by any Trustee upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Minnesota at such place, on such day and at such time as the Trustees shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable Law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting of Participants.

8.5 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Trustees by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting", "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

8.6 Record Date for Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.7 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the 4M Fund, or with such other officer or agent of the 4M Fund as the Secretary of the 4M Fund may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a

majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the 4M Fund. All proxies shall be revocable at the option of the Participant.

8.8 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it, if any. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.10 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principals and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX

Trustees and Officers

9.1 Number and Qualification.

(a) Subject to the power of the Participants to amend this Declaration of Trust, the Board of Directors of the League of Minnesota Cities shall act as the initial governing body of the 4M Fund and shall be the Board of Trustees. The by-laws and constitution of the League of Minnesota Cities shall govern the operation and make-up of the Trustees and Officers of the 4M Fund.

(b) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the 4M Fund.

(c) The Executive Director of the League of Minnesota Cities may be an ex officio non-voting member of the Board of Trustees.

9.2 Meetings.

(a) Meetings of the Trustees shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary or any two trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by the By-Laws or by resolution of the Trustees. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice required by any "open meeting", "sunshine" or similar Law, whether now or hereafter in effect, shall also be given. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not

been lawfully called or convened. The Trustees may act with or, if permitted by applicable Law, without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present) or, if permitted by applicable Law, without a meeting, by written consents of a majority of the Trustees. Any agreement or other instrument or writing executed by one or more of the Trustees or by any authorized Person shall be valid and binding upon the Trustees and upon the 4M Fund when authorized or ratified by action of the Trustees as provided in this Declaration of Trust.

(b) Any committee of the Trustees may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by an "open meeting", "sunshine" or similar Law, shall be given as provided in Section 9.2(a). Unless otherwise specifically provided in this Declaration of Trust, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

(c) With respect to actions of the Trustees and any committee thereof, Trustees who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.2 and shall be entitled to vote.

(d) All or any one or more Trustees may, if permitted by applicable Law, participate in a meeting of the Trustees or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participate in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of Trustees held by utilizing such communications equipment shall be prepared in the same manner as those of a meeting of Trustees held in person.

9.3 Officers. The Officers of the 4M Fund shall be the same as the officers of the Board of Directors of the League of Minnesota Cities. The executive director of the League of Minnesota Cities shall act as secretary of the 4M Fund. The Trustees may elect or appoint, such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate.

9.4 Committees. The Trustees may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Trustees.

9.5 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual election of Trustees. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the 4M Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from

the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

10.1 Net Asset Value. The net asset value of each allocated Share of the 4M Fund shall be determined once on each business day at such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

10.2 Constant Net Asset Value; Reduction of Allocated Shares.

(a) The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the 4M Fund once on each business day as provided in Section 10.1 hereof and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Share of the 4M Fund shall remain at a constant dollar value. The accounting method used for the determination of the net income of the 4M Fund and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Trustees shall first offset such amount against income accrued to each Participant. To the extent that such a net loss exceeds such accrued income, the Trustees shall reduce the aggregate number of the 4M Fund's allocated Shares in an amount equal to the amount required in order to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value by having each Participant contribute to the 4M Fund its pro rata portion of such number of Shares. Each Participant will be deemed to have agreed to such reduction in such circumstances by its investment in the 4M Fund and its adoption of this Declaration of Trust. The purpose of the foregoing procedure is to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time.

10.3 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.5 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

10.4 Retained Reserves. The Trustees may retain from the gross income of the 4M Fund such amount as they may deem necessary to pay the debts and expenses of the 4M Fund and to meet other obligations of the 4M Fund, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required.

ARTICLE XI

Custodian

11.1 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Minnesota having an office in the State of Minnesota and having a capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the 4M Fund to perform the duties set forth in the Custodian Agreement to be entered into between the 4M Fund and the Custodian, or as may be imposed by Law.

11.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the 4M Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days' written notice to the Custodian.

11.3 Custodian Agreement. In addition to containing such other provisions as the Trustees may deem appropriate, the Custodian Agreement shall provide that all investments constituting 4M Fund Property shall be held in safekeeping in the manner required by Law, including, without limitation, Minnesota Statutes, Section 475.66, Subdivision 2.

11.4 Agents of Custodian. The Trustees may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such agent and approved by the Trustees; provided, however, that, in every case, such agent shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000).

11.5 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

11.6 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

ARTICLE XII

Recording of Declaration of Trust

12.1 Recording. This Declaration of Trust and any amendment hereto shall be filed,

recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem desirable. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XIII

Amendment or Termination of 4M Fund; Duration of Fund

13.1 Amendment or Termination.

(a) The provisions of this Declaration of Trust may be amended or altered (except as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the 4M Fund may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or if permitted applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participants; provided, however, that the Trustees may, from time to time by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency or competent jurisdiction, but the Trustees shall not be liable for failing to do so. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any allocated Shares of the 4M Fund by reducing the amount payable thereon upon liquidation of the 4M Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the 4M Fund pursuant to this Section 13.1:

(i) The 4M Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the 4M Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the 4M Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the 4M Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining 4M Fund Property to one or more persons

at public or private sale for consideration which may consist in whole or in part of cash, securities or the property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any position of all or substantially all of the 4M Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining 4M Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the 4MFund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the 4M Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

13.2 Power to Effect Reorganization. If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the 4M Fund may merge, or which shall take over the 4M Fund Property and carry on the affairs of the 4M Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the 4M Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the 4M Fund; and thereupon the Trustees shall terminate the 4M Fund and deliver such cash, shares, securities or beneficial interest ratably among the participants of this 4M Fund.

13.3 Duration. The 4M Fund shall continue in existence in perpetuity, subject in all respects to the provisions of the Article XIII. ✓

ARTICLE XIV

Miscellaneous

14.1 Governing Law. This Declaration of Trust is executed by the Initial Participants and delivered in the State of Minnesota and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Minnesota.

14.2 Counterparts. This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.3 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the 4M Fund, or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the 4M Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-Law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the 4M Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the 4M Fund and the successors of such Person.

14.4 Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one of more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Minnesota Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

14.5 Gender; Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of references and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

14.6 Adoption by Municipalities Electing to Become Additional Participants; Resignation of Participants.

(a) Any Municipality meeting the requirements of Section 1.2 hereof, may become an additional Participant of this 4M Fund by (i) taking any appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken, and (iii) if requested by the Trustees, providing the Trustees with an opinion of counsel to the effect that such party desiring to become a Participant of the 4M Fund is a Municipality as defined herein. A copy of this Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(b) Any Participant may resign and withdraw from the 4M Fund by sending a written notice to such effect to the Chairman of the 4M Fund and the Administrator and by requesting the withdrawal of all funds then credited to its account within the 4M Fund. The written notice shall be in the form of a certified resolution of the Municipality Board or Council of the Participant, stating the Municipality Board or Council's intention to resign from the 4M Fund.

Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the 4M Fund and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the 4M Fund.

IN WITNESS WHEREOF, the undersigned Municipalities of the State of Minnesota, acting in the capacity of Initial Participants of the Minnesota Municipal Money Market Fund and pursuant to the authority granted by the Joint Powers Act, have executed this Declaration of Trust as of the 23rd day of March, 19 87, as of which date this Declaration of Trust shall take, and come into, full force and effect.

By Conrad A. Hlatky
Its Executive Director

and _____
Its _____

By James F. Miller
Its City Manager

and James C. Donlin
Its Mayor

By _____
Its _____

and _____
Its _____

STATE OF MINNESOTA
FILED

APR 23 1987

Jean Anderson Howe
Secretary of State

4M Fund

MINNESOTA MUNICIPAL MONEY MARKET FUND



Minnesota Municipal Money Market Fund

Safety.

Service.

Performance.

These are the primary tenets of the 4M Fund.

Sponsored and governed by the League of Minnesota Cities, the 4M Fund is a customized solution designed specifically to meet the cash and investment management needs of public entities in Minnesota.

4M Fund Benefits

- ▶ Banking services
- ▶ Customized accounting
- ▶ Online account and report access
- ▶ Direct wire of state aid
- ▶ Daily liquidity through money market programs
- ▶ Fixed income trading
- ▶ Cash flow management program
- ▶ Bond proceeds management program

Contact Us



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PMA Financial Network, LLC serves as the Administrator to 4M. PMA Securities, LLC serves as the marketer to 4M. PMA Asset Management, LLC serves as the investment advisor to 4M.

Investment Options

4M Liquid Asset Fund

An overnight money market portfolio providing access to reduced-cost banking services.

4M PLUS Fund

A slightly longer-term money market portfolio with an enhanced yield.

4M Term Series Investment Pools

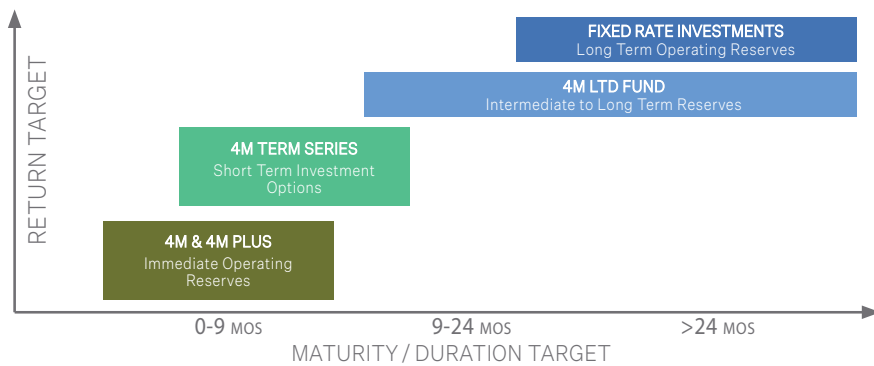
A short-term investment option that seeks higher yields and provides a fixed rate and a specific date to meet investment needs. *Offered by PMA Financial Network, LLC.*

4M Limited Term Duration Fund (4M LTD)

The 4M LTD Fund seeks to provide excess income over money market and deposit products while maintaining limited price volatility.

Fixed Income Investments

A Fixed Income Investment Program that allows investors to purchase investment instruments including FDIC insured or collateralized certificates of deposit of banks and thrift institutions ("CDs"), government securities and municipal securities. *Offered through PMA Financial Network, LLC and PMA Securities, LLC.*



Bond Proceeds Management Program

Bringing your project to life with a comprehensive investment and arbitrage management program for bond proceeds. *Offered through PMA Securities, LLC.*

Cash Flow Management Program

A complete and accurate picture of your entity's cash flow so you can put your money to work sooner... and longer. *Offered through PMA Financial Network, LLC.*



Securities, public finance and institutional fixed income brokerage services are offered through PMA Securities, LLC. PMA Securities, LLC is a broker-dealer and municipal advisor registered with the SEC and MSRB, and is a member of FINRA and SIPC. As a Municipal Advisor, PMA Securities Inc. provides financial advisory services and advice with respect to the investment of proceeds of municipal securities. PMA Asset Management, LLC, an SEC registered investment adviser, provides investment advisory services to local government investment pools. All other financial products and services are provided by PMA Financial Network, LLC. These entities operate under common ownership with the Firm. Securities and public finance services offered through PMA Securities, LLC are available in CA, CO, FL, IL, IN, IA, MI, MN, MO, NE, OH, OK, PA, SD, TX and WI. This document is not an offer of services available in any state other than those listed above, has been prepared for informational and educational purposes only and does not constitute a solicitation to purchase or sell securities, which may be done only after client suitability is reviewed and determined. All investments mentioned herein may have varying levels of risk, and may not be suitable for every investor. For more information, please visit us at www.pmanetwork.com. For institutional Investor use only. ©2021 PMA Financial Network, LLC. For Institutional Use Only

Manager _____ offered the following Resolution and moved its adoption:

RESOLUTION 22-04

RESOLUTION OF THE LOWER MINNESOTA RIVER WATERSHED DISTRICT BOARD OF MANAGERS

**AUTHORIZING MEMBERSHIP IN THE 4M FUND AND
DESIGNATING 4M FUND AND US BANK AS DEPOSITORIES**

WHEREAS Minnesota Statutes Section 471.59 (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to the Lower Minnesota River Watershed District (LMRWD) Board of Managers, authorizes municipalities of the State of Minnesota to become Participants of the 4M Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Term Series, the 4M Limited Term Duration Fund, the Fixed Rate Programs, and other Fund services offered by the 4M Fund; and

WHEREAS, the LMRWD qualifies as a municipality, as that term is used in the Declaration of Trust and as such is eligible to become a Participant, as that term is used in the Declaration of Trust, in the 4M Fund; and

WHEREAS, the LMRWD deems it to be in the best interest for the LMRWD to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor (PMA Asset Management, LLC), the Administrator (PMA Financial Network, LLC) the Distributor (PMA Securities, LLC) or the Fixed Rate Program Providers, PMA Financial Network, LLC and PMA Securities, LLC and the Custodian, U.S. Bank National Association, ("Service Providers") and/or their successors.

WHEREAS the LMRWD Board of Managers deems it is in the best interest of the LMRWD to enter into the Declaration of Trust and become a Participant, as that term is defined in the Declaration of Trust, in the 4M Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each

NOW THEREFORE, BE IT RESOLVED, that the LMRWD elects to become a Participant in the 4M Fund and adopts and enters into the Declaration of Trust, a copy of which is attached to this resolution as Exhibit A. The LMRWD president, secretary and administrator are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and participation in 4M Fund programs; and

BE IT FURTHER RESOLVED, that LMRWD may invest monies from time to time and withdraw monies from time to time in accordance with the provisions of the Declaration of Trust. The following

LMRWD officers and their successors in office are designated “Authorized Officials” with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

Jesse Hartmann, President _____
Signature

Laura Amundson, Treasurer _____
Signature

Linda Loomis
Interim Administrator _____
Signature

The LMRWD treasurer or administrator will advise the 4M Fund of any changes in LMRWD Authorized Officials in accordance with 4M Fund procedures; and

BE IT FURTHER RESOLVED that the trustees of the 4M Fund have official custody of LMRWD monies invested in accordance with the Declaration of Trust; and

BE IT FURTHER RESOLVED that LMRWD Board of Managers authorizes the administrator on behalf of LMRWD and with guidance of counsel and in consultation with the LMRWD reasurer to open depository and other accounts, enter into wire transfer agreements, safekeeping agreements, third-party surety agreements securing deposits, collateral agreements, letters of credit and lockbox agreements with institutions administering and implementing 4M Fund programs in accordance with the Declaration of Trust, including U.S. Bank National Association or its successor, and to facilitate participation in programs of PMA Financial Network LLC and PMA Securities LLC for the purpose of transaction-clearing and safekeeping, and the purchase of certificates of deposit or other deposit products and that these institutions are designated LMRWD depositories. PMA Financial Network LLC and PMA Securities LLC and their successors are authorized to act on behalf of LMRWD as its agent with respect to accounts and agreements as described herein. LMRWD funds may be deposited in such depositories, from time to time, at the discretion of the Authorized Officials.

BE IT FINALLY RESOLVED, that the LMRWD Board of Managers designates US Bank as an official LMRWD depository and authorizes the administrator, president, and treasurer to execute the US Bank Master Services Agreement attached hereto.

The question on the adoption of the Resolution was seconded by Manager _____ .
Upon a vote being taken there were ___ yeas and ___ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
AMUNDSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMANN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MRAZ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RABY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALVATO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the President declared the Resolution adopted.

ATTEST:

Jesse Hartmann, President

Lauren Salvato, Secretary

I, Lauren Salvato, Secretary of the Lower Minnesota River Watershed District, do hereby certify that I have compared the above Resolution with the original thereof as the same appears of record and on file with the LMRWD and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 16 day of February 2022.

Lauren Salvato, Secretary



Master Services Agreement

Customer Tax Identification Number: 41-1476295

I, Jesse Hartmann, HEREBY CERTIFY that I am President of Lower Minnesota River Watershed District ("Customer"),

a Government Entity. Minnesota

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.
6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

Master Services Agreement

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Master Services Agreement

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: _____
Print name: Jesse Hartmann
Print title: President
jessehartmann@hotmail.com
Email address: om
Date: February 16, 2022

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: Laura Amundson
Print title: Treasurer
jlamu107@gmail.com
Email address: _____
Date: February 16, 2022

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: Linda Loomis
Print title: Administrator
naiadconsulting@gmail.com
Email address: _____
Date: February 16, 2022

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

Signature: _____
Print name: _____
Print title: _____
Email address: _____
Date: _____

For Internal Use Only:			
Review _____	Validation Method _____	TL Review _____	Imaged _____



Appendix A: Account Signers

Customer information

Customer name: Lower Minnesota River Watershed District Tax ID number: 41-1476295

Account information

Account name	Account number	Tax ID number

Authorized account signers

Name	Title	Email address	Specimen signature
<u>Jesse Hartmann</u>	<u>President</u>	<u>jessehartmann@hotmail.com</u>	
<u>Laura Amundson</u>	<u>Treasurer</u>	<u>jlamu107@gmail.com</u>	
<u>Linda Loomis</u>	<u>Administrator</u>	<u>naiadconsulting@gmail.com</u>	

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above. Customer is responsible for the validity and authenticity of email addresses provided above.

Signature: _____ Email address: naiianconsulting@gmail.com
 Print name: Linda Loomis Date: February 16, 2022
 Print title: Administrator

For Internal Use Only:
 Authorized signers are related to the Master Services Agreement dated: _____
 Review _____ Validation method _____ TL review _____ Imaged _____





Appendix B: Treasury Management Signers

Customer information

Customer name: Lower Minnesota River Watershed District Tax ID number: 41-1476295

Authorized Treasury Management signers

Name	Title	Email address	Specimen signature
<u>Jesse Hartmann</u>	<u>President</u>	<u>jessehartmann@hotmail.com</u>	<u></u>
<u>Laura Amundson</u>	<u>Treasurer</u>	<u>jlamu107@gmail.com</u>	<u></u>
<u>Linda Loomis</u>	<u>Administrator</u>	<u>naiadconsulting@gmail.com</u>	<u></u>
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The Contract Signer listed below further represents and warrants to the Bank that the signatures listed above are the true and authentic signatures of the Authorized Treasury Management Signer(s) and that Customer has taken all action required by its organizational documents to appoint the Authorized Treasury Management Signer(s).

Contract signer signature: Print title: Administrator
 Print name: Linda Loomis Date: February 16, 2022
 Email address: naiadconsulting@gmail.com

For Internal Use Only:
 Authorized signers are related to the Master Services Agreement dated:
 Review Validation method TL review Imaged





LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, February 16, 2022

Agenda Item

Item 6. B. – Lower Minnesota River East One Watershed One Plan

Prepared By

Linda Loomis, Administrator

Summary.

At the January Board meeting the LMRWD Board of Managers appointed Manager Amundson as the representative to the Policy Committee and authorize execution of the Memorandum of Agreement. The next meeting of the Policy Committee is scheduled for Thursday, February 17, 2022 from 3:00pm to 5:00pm. I have not seen an agenda for this meeting yet.

The Steering Committee for the Plan met on February 11, 2020 to discuss the draft Budget, Workplan & Timeline. The Steering committee also reviewed the sub-agreement between the Scott SWCD and other partners for work completed under the workplan. A Draft Request for Qualifications was presented and discussed. Draft bylaws were presented and are attached for the Board's review. The LMRWD Board will be asked to approve the Bylaws.

The Steering Committee moved its meeting from 10:00 am the third Thursday of the month to 10:00 am the first Thursday of the month beginning March 3, 2022.

Attachments

Lower Minnesota River East Bylaws

Recommended Action

No action recommended



One Watershed One Plan

Policy Committee Bylaws of the
Lower Minnesota River East-One Watershed One Plan (1W1P)
Policy Committee

Partnership Members:

The counties of Le Sueur, Rice, Scott (counties), by and through their respective County Board of Commissioners, and the Le Sueur, Rice, Scott Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors, the Lower Minnesota River East Watershed District (WD) by and through their Board of Managers, and the Scott Watershed Management Organization (WMO) by and through their Board of Managers

ADOPTED _____

(date adopted)

These bylaws establish rules governing the conduct of business by the Policy Committee of the Lower Minnesota River East 1W1P.

ARTICLE I: PURPOSE

1. The purpose of the Policy Committee is to recognize the importance of partnerships to plan and implement protection and restoration efforts, to review the recommendations of the Advisory Committee, and make final decisions about the content of the plan pertaining to the planning area of the Lower Minnesota River East.
2. The Policy Committee operates under a Memorandum of Agreement. The Member local units of government are Le Sueur County, Le Sueur County Soil and Water Conservation District, Lower Minnesota River Watershed District, Rice County, Rice Soil and Water Conservation District, Scott County, Scott Soil and Water Conservation District, and Scott Watershed Management Organization.
3. The Policy Committee will facilitate the approval and adoption of the final Lower Minnesota River East 1W1P by their respective local government unit boards.

ARTICLE II: MEMBERSHIP PROVISIONS

1. The membership of the Policy Committee shall be comprised of at least 8 members with membership composed of one County Commissioner from each County, one Soil and Water Conservation District Supervisor from each County, one manager from the Watershed District, and one manager from the Watershed Management Organization with the respective individual representative as designated by the governing board of each member local unit of government.
2. Members of the Policy Committee shall serve for one-year term to run concurrently with each Policy Committee member's term on his/her respective board. Members may be reappointed by their respective local unit of government.
3. Existence of the Policy Committee shall continue until **Grant Agreement Termination Date**, or until the Memorandum of Agreement is terminated.
4. An alternate member may also be appointed by the respective board of the respective local unit of government. Only in the absence of the particular Policy Committee member for whom the alternate member was appointed is the alternate member given voting responsibilities on behalf of the absent Policy Committee member.
5. In the event that a member of the Policy Committee resigns or is otherwise unable to complete his or her term, the member shall notify his or her appointing authority of the vacancy as soon as practicable. The local unit of government shall appoint a replacement member as soon as possible.

6. A Policy Committee member shall not take any action that may materially benefit the financial interest of that member, a member's family member, or a member's close associate, unless and until that member first discloses that interest for the record. The interested Policy Committee member may be present to answer questions related to that interest, but shall not advocate for nor vote on the action. If a Policy Committee member concludes that his or her interest does not create a conflict, but that there may be an appearance of a conflict, he or she shall disclose the interest for the record before participating in discussion or voting on an action.
7. The Policy Committee will request the respective LGU member to replace their representative member after the representative member misses 2 consecutive meetings without notice to the Chairperson.

ARTICLE III: OFFICERS

1. The Officers of the Policy Committee shall consist of a Chairperson, Vice Chairperson, and a Secretary elected by members of the Policy Committee at their first meeting. *(Note: some formal agreements may establish an entity legally able to receive and disburse funds, in which case the Policy Committee shall also elect a Treasurer. The duties of the Treasurer will be similar to those of the Secretary in item c below, except will apply to financial records of the organization.)*
 - a. The Chairperson shall:
 - i. Serve as Chairperson for all meetings; and
 - ii. Sign and deliver in the name of the Lower Minnesota River East Watershed 1W1P any correspondence pertaining to the business of the Lower Minnesota River East 1W1P.
 - b. The Vice Chairperson shall:
 - i. Discharge the Chairperson's duties in the event of the absence or disability of the Chairperson.
 - c. **The Secretary** shall (under the assistance of the day-to-day contact; Le Sueur County):
 - i. Maintain records of the Partnership.
 - ii. Certify records and proceedings of the Partnership.
 - iii. Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee, and maintain a file of all approved minutes including corrections and changes.
 - iv. Provide for proper public notice of all meetings.
 - v. The Secretary may delegate a representative to record the minutes and perform other duties of the Secretary. The elected Secretary will sign the official minutes of all meetings following approval by the Policy Committee.

2. An Officer will serve until replaced by the election of a successor. No Policy Committee member may hold more than one office at a time.
3. In the event that an Officer cannot complete his or her term of office, the Policy Committee shall immediately elect from among its members an individual to fill the unexpired portion of the term. The individual designated to complete the unexpired term of another officer may not already be serving as an officer of the Policy Committee. Upon completion of an unexpired term, the Policy Committee shall elect an officer to fill the new term, which may or may not be the individual elected to complete the preceding unexpired term.

ARTICLE IV: MEETINGS

1. All meetings of the Policy Committee will comply with statutes and rules requiring open and public meetings.
2. The conduct of all meetings of the Policy Committee shall be generally governed by the most recent edition of Robert's Rules of Parliamentary Law.
3. A quorum of the Policy Committee shall consist of a simple majority of the members. . **A quorum shall consist of 50 percent plus one of the total membership (5 members).**
4. **All votes by Policy Committee members shall be made in person, and no member may appoint a proxy for any question coming before any meeting for a vote. Do we want to add option for virtual?**
5. Notice of Policy Committee meetings and a proposed agenda shall be mailed to all Policy Committee members not less than seven (7) days prior to the scheduled meeting date of the Policy Committee.
6. The minutes of any meeting shall be made available to all Policy Committee members prior to the next meeting.

ARTICLE V – VOTING

1. A motion or resolution shall be approved by a favorable vote of a simple majority of the members present, provided enough members are present to make a quorum.
2. A supermajority vote of 75 percent of those members present shall be required for final plan approval for submittal to review.
3. **Include additional voting or decision-making requirements, such as actions that may require consensus only, a supermajority, or an absolute majority.**

ARTICLE VI – COMPENSATION

1. Policy Committee members may be compensated by the member local unit of government they represent for meetings and expenses incurred, according to the policies of the local unit of government.
2. Policy Committee members may not be compensated for meeting time and expenses using funds granted by the state for the purpose of developing the Lower Minnesota River East 1W1P.

ARTICLE VII – SUBCOMMITTEES OF THE POLICY COMMITTEE AND OTHER COMMITTEES

1. The Policy Committee may appoint subcommittees for the purpose of assisting the Policy Committee in the performance of its duties. Except for a Policy Committee member appointed to a subcommittee, no other member of a subcommittee shall be able to make motions for consideration to the Policy Committee, or vote on matters put before the Policy Committee.
2. The Policy Committee shall appoint an Advisory Committee and act to approve all Advisory Committee members. The Advisory Committee will routinely advise the Policy Committee on the content and development of the One Watershed, One Plan, on plan implementation, and on issues of policy and administration related to the plan.
 - a. A member of the Policy Committee or an alternate will be assigned by the Chairperson to meet with the Advisory Committee as an ex-officio member.
 - b. Each Partnership member local government unit shall designate a representative to the Advisory Committee.
 - c. The Advisory Committee shall also include representatives from Minnesota’s principal water management or plan review state agencies (Board of Water and Soil Resources, Department of Agriculture, Department of Health, Department of Natural Resources, and Pollution Control Agency). Each agency will designate a lead contact person from its agency to participate on the Advisory Committee. Additional agency or other persons may participate as Advisory Committee members depending on the desire of the Policy Committee or the needs of the Advisory Committee.
 - d. The Advisory Committee may form subcommittees to increase Advisory Committee effectiveness or to address specific topics or project areas. Each subcommittee shall report to the Advisory Committee.

(Consider adding these Advisory Committee provisions)

d. The term of membership of the Advisory Committee shall be ...

e. The members of the Advisory Committee shall elect a chairperson, a vice chairperson, and a recording secretary to serve for the duration of the Planning Phase, or for a term of one (1) calendar year.

ARTICLE VIII: MEETING LOCATION

- 1. All regular meetings of the Policy Committee will be held at a location within the **Le Sueur County Justice Center**. The Policy Committee, at its own discretion, may change the location.

ARTICLE IX: MISCELLANEOUS

- 1. Portions of these bylaws may be suspended temporarily by a two-thirds (2/3) vote of the Policy Committee.
- 2. Addition to, alteration, or repeal of any part of these bylaws by the Policy Committee may be made at any meeting, provided that thirty **(30, 60)** days advance written notice of the proposed change and the changes are approved by a super majority vote (75%) of the Policy Committee members present.
- 3. The Policy Committee’s official records and the requirements of the BWSR grant agreement shall be maintained by the **Le Sueur County (as agreed upon in the Memorandum of Agreement)**. The maintenance and disposition of these records shall be in accordance with applicable laws.
- 4. The Policy Committee’s fiscal agent for the purposes and requirements of the BWSR grant agreement shall be maintained by the Scott Soil and Water Conservation District (as agreed upon in the Memorandum of Agreement). The maintenance and disposition of these records shall be in accordance with applicable laws.
- 5. All expenses incurred by the Policy Committee or its subcommittees must have prior approval of the Policy Committee, and include a signed claim form or invoice itemizing expenses that is submitted to the Policy Committee for approval at their next meeting. All claims must be submitted within thirty **(30, 60)** days after the month in which they were incurred.
- 6. These bylaws are intended to be consistent with applicable provisions of Minnesota Statutes Chapters 103B, 103C, and 103D. In all cases of omission or error, Minnesota Statutes Chapters 103B, 103C, and 103D will govern.

ARTICLE X – CERTIFICATION

- 1. These By-laws were adopted by a vote of _____ ayes and _____ nays by the members of the Policy Committee on _____, 20__.

(Secretary signature & organization)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 16, 2022

Agenda Item

Item 6. C. – Burnsville Willow Creek Ravine Stabilization

Prepared By

Linda Loomis, Administrator

Summary.

At the September 15, 2021, meeting of the LMRWD Board of Managers, the Board authorized participation in a ravine stabilization project outside the boundaries of the LMRWD in the City of Burnsville. The City of Burnsville has been working on the project and has provided a cooperative agreement for the LMRWD Board to consider. The agreement was sent to Legal Counsel for review.

The Board should make a motion to approve the agreement and authorize execution of the agreement by the President.

Attachments

Cooperative Agreement for 21-604 Willow Creek Ravine Stabilization Project
Excerpt from September 15, 2021 LMRWD Board of Managers meeting minutes

Recommended Action

Motion to approve Cooperative Agreement for 21-604 Willow Creek Ravine Stabilization Project and authorize execution

**COOPERATIVE AGREEMENT
FOR
21-604 WILLOW CREEK RAVINE STABILIZATION PROJECT**

This Agreement is made this ____ day of _____, 2022, by and between the Lower Minnesota River Watershed District, a Minnesota watershed district (hereinafter the "LMRWD"), and the City of Burnsville, a Minnesota municipal corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, the LMRWD has adopted the Watershed Management Plan for the Lower Minnesota River Watershed District, 2018-2027 on October 24, 2018 (hereinafter the "Plan"), as required by Minn. Stat., § 103B and 103D and Minnesota Rules (MN Rules) 8410; and

WHEREAS, the Plan includes an Implementation Program Budget with annual funding for Cost Sharing and Water Quality Restoration; and

WHEREAS, the City presented the Willow Creek Ravine Stabilization Project (City Project 21-604) (hereinafter the "Project") to the LMRWD Board of Managers at their regular meeting on August 18, 2021 requesting a cost share from the LMRWD; and

WHEREAS, Willow Creek is a public drainageway that is located outside of the LMRWD boundary but ultimately drains to the Lower Minnesota River; and

WHEREAS, stabilizing Willow Creek is anticipated to have water quality benefits by reducing total Phosphorus by approximately 25,000 pounds per year and reducing sediment by approximately 45,000 pounds per year; and

WHEREAS, the LMRWD Board of Managers at their regular meeting on September 15, 2021 approved a \$75,000 contribution toward the Project, of which 90% shall be paid upon substantial completion and the remaining 10% after total completion; and

WHEREAS, the Burnsville City Council awarded a contract for the Project at their regular meeting on October 19, 2021 and a notice to proceed was issued on November 2, 2021 to Heselton Construction, LLC.

NOW, THEREFORE, on the basis of the premises and mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The Project consists of improvements to Willow Creek as shown in Attachment A.

2. The City will pay the contractor and all other expenses related to the construction of the Project and will keep and maintain complete records of such costs incurred.
3. The LMRWD will reimburse the City \$75,000 for construction costs related to the Project. Ninety percent (90%) reimbursement will occur at the time of substantial completion and the remaining ten percent (10%) will occur after total completion. All costs of the Project incurred in excess of the reimbursement amount of \$75,000, including all costs incurred in excess of estimated project costs due to unforeseen conditions or any other cause, shall be borne by the City or secured by the City from other sources.
4. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the LMRWD.
5. The City will secure all necessary local, state, or federal permits required for construction of the Project.
6. The Project is constructed on land owned or easements held by the City.
7. The City will have ownership of the associated improvements and will maintain them in good condition in perpetuity or until such time as they are replaced with like improvements.
8. The City will defend, indemnify, protect, and hold harmless the LMRWD and its agents, officers, and employees, from any claims arising out of the design, construction, or maintenance of the Project, including environmental claims. Nothing herein shall be deemed a waiver of the limitations of liability in Minnesota Statutes, Chapter 466.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

LOWER MINNESOTA RIVER
WATERSHED DISTRICT

CITY OF BURNSVILLE

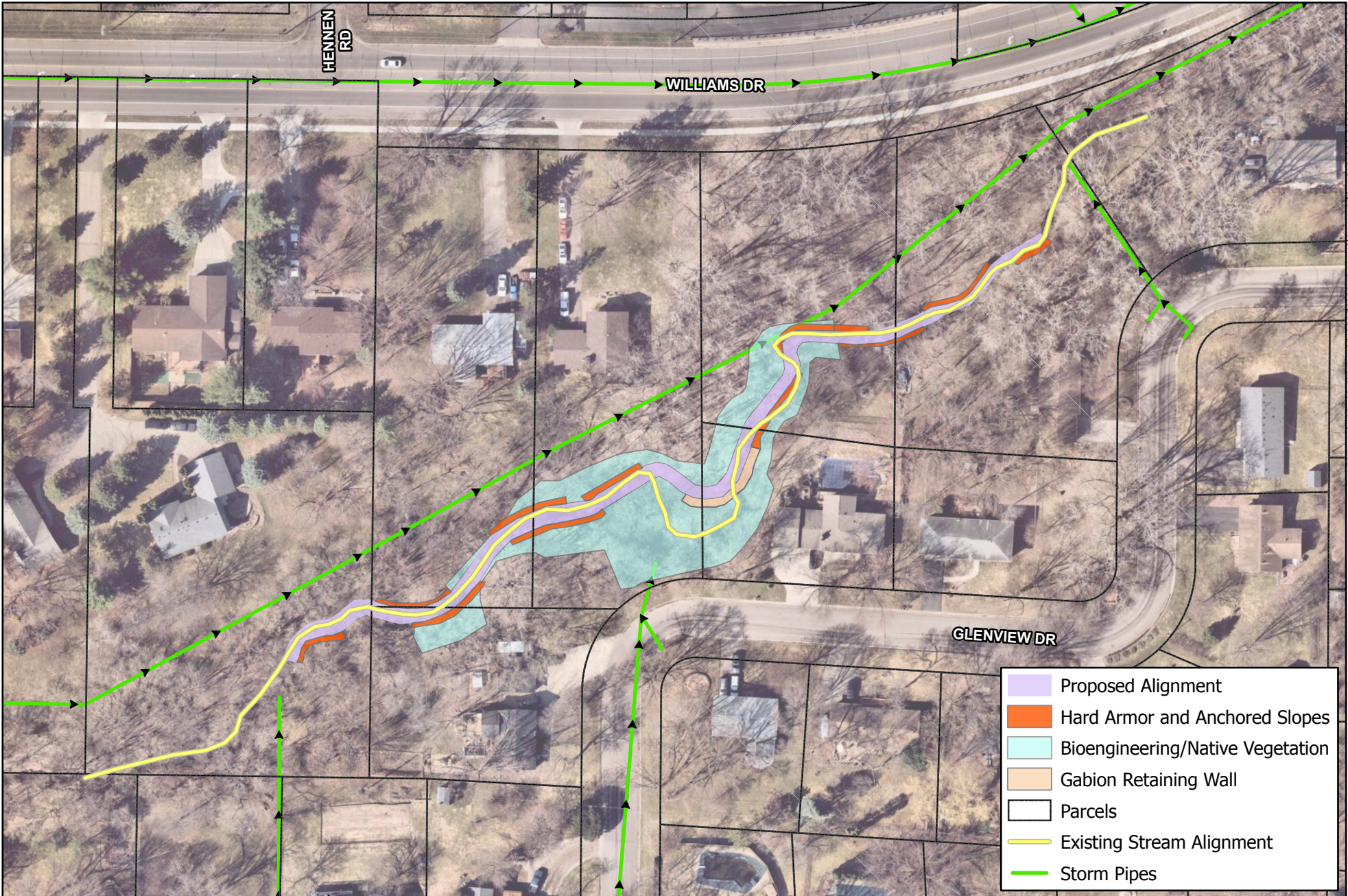
By: _____
Its President

By: _____
Its Mayor

And by: _____
Its Administrator

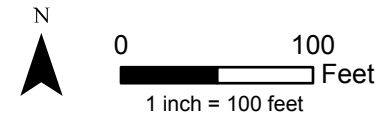
And by: _____
Its Manager

Attachment A
Construction Plans (or Exhibit)



Stream Restoration Exhibit

Burnsville 2021 Slope Stability Project
City of Burnsville



Manager Mraz asked if staff feels an additional meeting would be needed again next summer. Ms. Schall-Young noted that one of the reasons the LMRWD has seen so many permit reviews is that several cities do not yet have the municipal approval the LMRWD grants to cities. The LMRWD is looking to approve all the cities before next summer, so the workload will be reduced.

Manager Mraz made a motion to adjust the meeting schedule. The motion was seconded by President Hartmann. Upon a vote being taken the motion carried unanimously.

6. OLD BUSINESS

A. I-35W Frontage Trail Cost Share – Burnsville

Administrator Loomis noted at the previous meeting the Jen Desrude, Public Works Director for Burnsville, requested funding on two projects: the I-35W Trail project and the Willow Creek stabilization. Young Environmental scored the projects and the trail project did not score very high and the ravine stabilization project scored quite a bit higher. Staff continued to work with the City to find a number appropriate for the District's participation. Staff recommends the District does not participate in the I-35W Trail project. Staff recommends \$75,000 from the District to the Willow Creek stabilization project seems appropriate if the Board decides to participate.

Manager Raby thinks if they fund the project, they should fund it in phases.

Ms. Schall-Young suggested when the construction is substantially complete, the District would give them 90% and when it is fully restored they would get the remaining 10%.

Manager Raby made a motion to approve the \$75,000 contribution with 90% paid upon substantial completion and 10% after total completion. The motion was seconded by President Hartmann. Upon a vote being taken the motion carried unanimously.

B. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail

No new information to report other than what was reported in the Executive Summary.

C. City of Carver Levee

No new information to report other than what was reported in the Executive Summary.

D. Remote meeting participation

Administrator Loomis met with facilities and IT people at the County to discuss the District's needs for meetings and tying into their system. They now have the capacity to bring people into meetings remotely. She noted the County will be upgrading their system and there will be discussions on what is appropriate for the LMRWD to contribute to the cost of upgrades.

Manager Raby asked if he should use his own computer to join a Board meeting from a remote location? Administrator Loomis noted that is a decision that is up to the Board. Manager Raby said he is fine using his own equipment unless some special equipment is required. He would prefer not to take a LMRWD owned computer away for the months he is gone.

President Hartmann asked about the bandwidth when participating from a remote location. Administrator Loomis agreed that could be an issue. She noted that you can plug a laptop directly into the internet router using an ethernet cable to improve connectivity. Manager Raby asked if he would need to meet in a public location when in a remote location. Administrator Loomis said that is a requirement of the open meeting laws.

Manager Raby noted the Board approved funding for equipment necessary to allow Managers to participate from a remote location. Managers Raby and Amundson said they both plan to attend the October Board meeting from a remote location.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 16, 2022

Agenda Item

Item 6. F. – Dredge Management

Prepared By

Linda Loomis, Administrator

Summary

i. Vernon Avenue Dredge Material Management site

Main Channel dredging was completed in August 2021. Three areas were dredged and the amount of material dredged placed on the LMRWD dredge management site from each area follows; Cargill E. River Access - 753 CY; Petersons Bar - 14,773 CY (RM 11.7-12.6); and Above Savage RR Bridge - 8,182 CY (RM 14.5-14.7). Cargill E. River is dredged to off load barges at the LMRWD dredge site and is deemed routine. Petersons Bar and Above Savage RR Bridge were deemed as imminent closure. Two other sites were identified for potential dredging projects: Cargill Slip 5,054 CY and Mouth of MN River 14,465 CY. Neither of these areas were dredged in 2021.

ii. Private Dredge Material Placement

The amount of private dredge material placed on the LMRWD site in 2021 was provided to the LMRWD by LS Marine. The notice from LS Marine is attached. Private parties have been invoiced for the amount of material placed on the site and copies of the invoices are attached. I have also attached the license agreement between the private parties and the LMRWD as amended. CHS has informed the LMRWD that the payment is already being processed.

Attachments

Memo from LS Marine

Invoice 2022-001D

Invoice 2022-002D

Invoice 2022-003D

License Agreement between LMRWD and private terminal operators

Recommended Action

No action recommended



February 2, 2022

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

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

Mrs. Loomis:

LS Marine, Inc. was contracted by Cargill, CHS and Riverland Agg to conduct dredging of their private slips on the Minnesota River in Savage in 2021. As per the agreements between these entities and the Lower Minnesota River Watershed District, the dredge materials were placed on the Cargill East River Placement Site (MN-14.2 RMP) for dewatering prior to removal and final placement of the material.

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

Cargill East	10,281 CY
Cargill West	6,485 CY
CHS	9,663 CY
Riverland Agg	2,607 CY

Placement of material was completed on July 12th and as agreed, all material placed onsite will be required to be removed from the site for final placement prior to July 12, 2022.

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

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

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

Sincerely,

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

Taylor Luke
President

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



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Carver

Lauren Salvato
Secretary

Dakota

Patricia Mraz
Vice President

Hennepin

David Raby
Assistant Treasurer

Laura Amundson
Treasurer

Scott

Jesse Hartmann
President

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

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
naiadconsulting@gmail.com

February 4, 2022

Mr. Matthew Weires
Cargill, Incorporated
12101 Lynn Avenue South
Savage, MN 55378

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

Dear Mr. Weires,

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

Additionally, Cargill, Inc. agreed to provide the LMRWD with financial assurance, in the form of a letter of credit or other acceptable form of guarantee calculated at a rate of \$20 per cubic yard. Cargill, Inc. must provide a letter of credit or other acceptable form of financial assurance to the LMRWD. Based on the actual yardage placed on the licensed premise in 2021 the amount of financial assurance to be provided by Cargill, Inc. will need to be in the amount of \$335,320, (10,281 CY + 6485 CY x \$20=\$335,320), in order to meet the requirements on the license agreement.

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

Sincerely,

Linda Loomis
Administrator
Lower Minnesota River Watershed District

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



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Invoice

Lower Minnesota River Watershed District

112 East 5th Street #102
Chaska, Mn 55318

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

Date: 2/2/2022
Invoice Number: 2022-01D
Amount Due: \$ 16,766.00

Bill To:

Cargill, Incorporated
Attn: Matthew Weires
12101 Lynn Avenue South
Savage, MN 55378
Matthew.Weires@cargil.com

DESCRIPTION	Cubic Yards	Base	AMOUNT
Cargill West Terminal dredge material	6,485	\$1.00	\$ 6,485.00
Cargill East Terminal dredge material	10,281	\$1.00	\$ 10,281.00
Total			\$ 16,766.00

Please Make Check Payable to:

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

License agreement requires full payment to the LMRWD no later than ninety days after completing placement of dredge material on the licensed premise. Placement of material was completed in 2021. The LMRWD received notice of the placement amounts 2/2/2022. Payment is due on or before May 5, 2022.



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Cell: (763) 568-9522

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
naiadconsulting@gmail.com

February 4, 2022

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

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

Dear Mr. Oberle,

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

Additionally, CHS agreed to provide the LMRWD with financial assurance, in the form of a letter of credit or other acceptable form of guarantee calculated at a rate of \$20 per cubic yard. The LMRWD has on file a performance bond provided by CHS, in the amount of \$203,680, dated November 15, 2021, which continues in full force and effect until December 23, 2023. Based on the actual yardage placed on the licensed premise in 2021, the performance bond provided by CHS, Inc. meets the requirements of the license agreement.

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

Sincerely,

Linda Loomis
Administrator
Lower Minnesota River Watershed District

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



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Invoice

Lower Minnesota River Watershed District

112 East 5th Street #102
Chaska, Mn 55318

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

Date: 2/2/2022
Invoice Number: 2022-02D
Amount Due: \$ 9,663.00

Bill To:

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

DESCRIPTION	Cubic Yards	Base	AMOUNT
CHS, Inc. dredge material placement	9,663	\$1.00	\$ 9,663.00
			\$ -
Total			\$ 9,663.00

Please Make Check Payable to:

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

License agreement requires full payment to the LMRWD no later than ninety days after completing placement of dredge material on the licensed premise. Placement of material was completed in 2021. The LMRWD received notice of the placement amounts 2/2/2022. Payment is due on or before May 5, 2022.



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Home/Office: (763) 545-4659
Cell: (763) 568-9522

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
naiadconsulting@gmail.com

February 4, 2022

Mr. Steven Kucala
Savage Riverport, LLC
1660 South Highway 100, Suite 350
St. Louis Park, MN 55416

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

Dear Mr. Kucala,

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

Additionally, Savage Riverport, LLC agreed to provide the LMRWD with financial assurance, in the form of a letter of credit or other acceptable form of guarantee calculated at a rate of \$20 per cubic yard. Savage Riverport, LLC provided the LMRWD a performance bond in the amount of \$125,700 on December 13, 2019, sufficient to cover the amount of dredge material placed on the licensed premises in 2021. However, this performance bond expired December 13, 2021. Savage Riverport will need to provide financial assurance to the LMRWD in an amount equal to \$52,140, in order to meet the requirements on the license agreement.

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

Sincerely,

Linda Loomis
Administrator
Lower Minnesota River Watershed District

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



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Invoice

Lower Minnesota River Watershed District

112 East 5th Street #102
Chaska, Mn 55318

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

Date: 2/2/2022
Invoice Number: 2022-03D
Amount Due: \$ 2,607.00

Bill To:

Savage Riverport, LLC
Attn: Steven Kucala
1660 South Highway 100
Suite 350
St. Louis Park, MN 55416
Skucala@ceresglobalag.com

DESCRIPTION	Cubic Yards	Base	AMOUNT
Savage Riverport dredge material placement	2,607	\$1.00	\$ 2,607.00
			\$ -
Total			\$ 2,607.00

Please Make Check Payable to:

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

License agreement requires full payment to the LMRWD no later than ninety days after completing placement of dredge material on the licensed premise. Placement of material was completed in 2021. The LMRWD received notice of the placement amounts 2/2/2022. Payment is due on or before May 5, 2022.

AMENDED AND RESTATED NON-EXCLUSIVE LICENSE AGREEMENT

This Amended and Restated License Agreement (the “Agreement”), by and among the Lower Minnesota River Watershed District (“Licensor”) and Cargill, Incorporated (“Cargill”), Riverland Ag Corporation (“Riverland”) and CHS, Inc. (“CHS”) (individually “Licensee” and collectively, “Licensees”), is hereby entered into and effective this 13th day of December, 2017 (the “Effective Date”).

Witnesseth

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. MANAGEMENT OF LICENSED PREMISE

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

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

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

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

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

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

4. DREDGE MATERIAL SAMPLING AND VOLUME

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

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

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

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

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

5. NOTICE AND REMOVAL OF DREDGE MATERIALS

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

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

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

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

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

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

6. LICENSOR'S FEES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. RELEASE AS TO ANY ACTIONS BY LICENSOR

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

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

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

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

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

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

11. FINANCIAL ASSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. EXECUTION IN COUNTERPARTS. This agreement may be executed in counterparts with the first date of signature of any Licensee being the Effective Date of this agreement to be added above by Licensor.

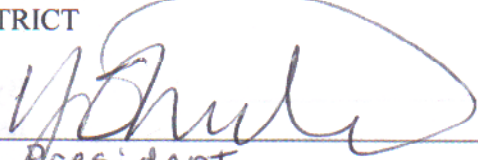
Remainder of page intentionally blank.

<Signature Pages to Follow>

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

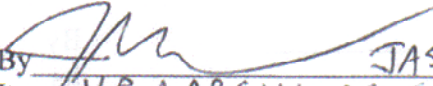
LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: 12-13-2017

By 
Its President

CARGILL, INCORPORATED

Dated: 10-30-2017

By  JASON MEYER
Its VP CARGILL AG SUPPLY CHAIN NA

RIVERLAND AG CORP.

Dated: _____

By _____
Its _____

CHS, INC.

Dated: _____

By _____
Its _____

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

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: _____

By _____
Its _____

CARGILL, INCORPORATED

Dated: _____

By _____
Its _____

RIVERLAND AG CORP.

Dated: 11/7/2017

By [Signature]
Its CFO

CHS, INC.

Dated: _____

By _____
Its _____

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

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: _____

By _____
Its _____

CARGILL, INCORPORATED

Dated: _____

By _____
Its _____


RIVERLAND AG CORP.

Dated: _____

By _____
Its _____

CHS, INC.

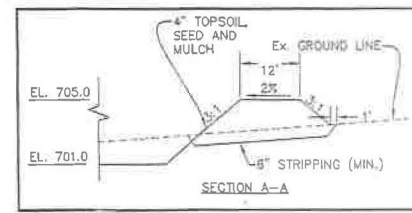
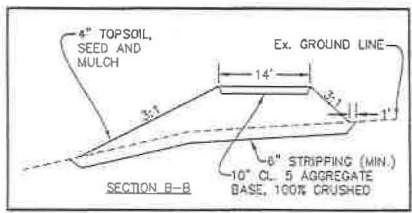
Dated: 11-13-17

By 
Its Vice President

EXHIBITS

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

EXHIBIT A



Site Volume Table: Unadjusted

Site	Stratum	Surf1	Surf2	Gut	F#1	Net Method
SPOIL SITE 2	2-arg	6-topo	lg-01	17062	8382	8680 (C) Crd area
				17203	8741	8462 (C) End area

MINNESOTA

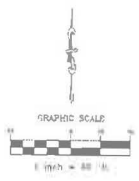
RIVER

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

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

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

Proposed Onsite
Access Roads



St. Paul Office
2335 West Highway 36
St. Paul, MN 55113
Phone: 651-696-1600
Fax: 651-696-1311

Bonestro
Rosene
Anderik &
Associates
Engineers & Architects

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

C3.01

EXHIBIT B

Receipt# 511538

CUP

\$46.00

Cert #

31773

T229710

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



Certified Filed and/or recorded on:

7/15/2014 8:56 AM

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

Certification

STATE OF MINNESOTA)

COUNTY OF SCOTT)

CITY OF SAVAGE)

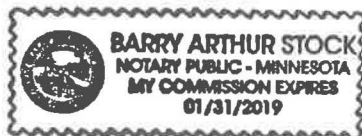
I, the undersigned, being the duly qualified city clerk of the City of Savage, Minnesota, hereby certify that the attached and foregoing is a true and correct photocopy of Resolution No. R-14-83, a resolution approving an amendment to a conditional use permit to allow dredging and fill within the floodway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

Dated this 8th day of July, 2014.


Ellen Classen
City Clerk

Attest:


Notary Public



Receipt# 511538

CUP

\$46.00

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

A961453



Certified Filed and/or recorded on:

7/15/2014 8:56 AM

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

RESOLUTION NO. R-14-83

RESOLUTION APPROVING AMENDMENT TO CONDITIONAL USE PERMIT
ALLOWING DREDGING AND FILL WITHIN THE FLOODWAY DISTRICT
LOWER MINNESOTA RIVER WATERSHED DISTRICT
12025 VERNON AVENUE

WHEREAS, the Lower Minnesota River Watershed District (LMRWD) has applied to the City of Savage for an amendment to their original conditional use permit (CUP) granted by Resolution No. 06-82 on July 10, 2006 that allowed for the placement of dredging materials within the Floodway District on the following legally described property:

T A
A
T 26-266-005-0 (L5)
-006-0 (L6)
Lots 5 and 6, Auditor's Subdivision No. 1, Savage, Minnesota, a duly recorded plat, Scott County, Minnesota and that part of Lot 1, Auditor's Subdivision No. 3, Savage, Minnesota, a duly recorded plat, Scott County, Minnesota lying northerly of the following described line and its westerly extension: Commencing at the northeast corner of Section 9, Township 115, North, Range 21 West, Scott County, Minnesota; thence South 00 degrees 03 minutes 13 seconds west, assumed bearing, along the westerly line of said Lot 1 a distance of 55.48 feet; thence southeasterly 237.76 feet along the westerly line of said Lot 1 and along a non tangential curve concave to the southwest having a radius of 647.97 feet and a central angle of 21 degrees 01 minutes 26 seconds, the chord of said curve is 236.43 feet in length and bears South 23 degrees 11 minutes 54 seconds east to the point of beginning of the line to be described; thence north 87 degrees 20 minutes 18 seconds east 1322 feet more or less to the shoreline of the Minnesota River, said shoreline also being the northeasterly line of said Lot 1, and said line there terminating.
A 26-297-001-1 (P/O)

WHEREAS, the US Army Corps of Engineers dredges accumulated sediment the Minnesota River to keep open the 9-foot navigational channel to allow for barge transportation and the LMRWD is required to provide and manage a placement site for the dredge materials; and

WHEREAS, in 2006, the LMRWD purchased 18 acres and was granted a CUP for a placement site located along on the east side of Vernon Avenue and due to recent difficulties in finding uses for the dredge material, the stockpile had grown to approximately 110,000 cubic yards from dredging operation occurring from 2008 through 2011; and

WHEREAS, recent soil boring tests has found the dredge materials contains more sand than originally thought and the LMRWD has found a contractor, Rachel Contracting, willing to purchase the material to be used for soil corrections in construction projects; and

WHEREAS, the 2006 CUP conditions limited truck traffic to 15 trucks per day; and

WHEREAS, the truck traffic limitation does not allow the removal process to be cost-effective for a contractor to utilize the stockpile for construction projects due to the large volume of material needed and short time frames allowed for construction projects; and

WHEREAS, the LMRWD proposes to reduce the stockpile to a more manageable size by removing the 110,000 cubic yards over the next three construction seasons in addition to approximately 20,000 to 30,000 cubic yards of new dredge material the US Army Corps of Engineers will need to place per year; and

WHEREAS, approximately 38,000 cubic yards need to be removed per season to downsize the stockpile which results in approximately 20 hauling days with up to 300 truck loads hauled per day; and

WHEREAS, after the stockpile has been reduced to a manageable level, it is anticipated that approximately 10 hauling days per year will be need to remove the dredge materials each season; and

WHEREAS, the Vernon Avenue access from TH 13 is a right-in/right-out only turning movement and the City required the applicant to submit a Traffic Impact Study to evaluate truck traffic circulation and proposed impact on TH 13 traffic volumes; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

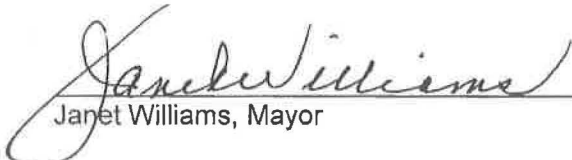
NOW THEREFORE, BE IT RESOLVED that the recitals set forth above are incorporated herein; and

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

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

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

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


 Janet Williams, Mayor

ATTEST:


 Barry A. Stock
 City Administrator

Motion by: _____ Abbott _____

Second by: _____ McColl _____

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

EXHIBIT C

Table 5: Dredged material soil reference values

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

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

EXHIBIT D

Licensees Dredge Permits

Cargill, Incorporated

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

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



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 16, 2022

Agenda Item

Item 6. G. – Watershed Management Plan

Prepared By

Linda Loomis, Administrator

Summary.

Staff has been promising to present the revised rules to the Board of Managers for comment and approval. Final edits are being made and staff will provide the rules to the Board as soon as the edits are complete. Discussion of the revisions will be scheduled for the March 2022 Board meeting. Approval of the Rules revisions can be made at the March 2022 meeting. The revised Rules will be sent to the LMRWD partners for comments.

Attachments

No attachments

Recommended Action

For information only



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 16, 2022

Agenda Item

Item 6. H. – 2022 Legislative Action

Prepared By

Linda Loomis, Administrator

Summary.

Lisa is working on drafting a bill for funding of Area #3 improvements. Right now, the language will ask for \$4.6 million in bond funding for the project. This figure is based on estimates generated by Inte-Fluve, Inc. & Barr Engineering.

In addition, the Minnesota Center for Environmental Advocacy has taken up the issue of Chloride pollution. Lisa will follow this bill and keep the LMRWD apprised of the status. If the LMRWD Board would like more action taken, we can let Lisa know.

Attachments

No attachments

Recommended Action

For Information Only



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 16, 2022

Agenda Item

Item 6. I. – Education & Outreach

Prepared By

Linda Loomis, Administrator

Summary.

The Citizen Advisory Committee (CAC) met February 1, 2022. Brooke Asleson, the Chloride Reduction Program Coordinator at the MPCA, spoke with the group about Chloride pollution in MN and what actions are being taken to reduce the amount of salt entering the environment. Ms. Asleson provided her presentation. Managers can view the presentation using this [link](#). The MPCA is hosting a Workshop for local leaders. The workshop will be held Thursday, February 24, from 11:30 am to 1:00 pm. Registration is free and a link to register is include below under ‘Upcoming Events’.

In addition, Jen Dullum, Education Coordinator for the LMRWD, has been reaching out to schools within boundaries and close to the District. Responses from the schools has been limited. Olson Elementary school in Bloomington responded before Thanksgiving but has made no communication since then. If the Board is interested, a list of the schools can be included at a future meeting. Jen will continue to pursue communications with the schools.

Jen has also been keeping in touch with Ted Suss, from Friends of the Minnesota Valley. The Friends offices out of the Izaak Walton League Chapter House in Bloomington and will be forming its own River Watch Team to collect samples from the Chapter house. Mr. Suss hopes that youth working on the Friends team will help carry the program back to their schools.

In addition, I have been working with Maggie Karshcnia to plan an event this summer in partnership with NEMO (Non-point Education for Municipal Officials). NEMO is a program of the University of Minnesota Water Resource Center. Initial plans are for a ‘Workshop on the Water’. We are looking to get people out on the River, either on a barge, a river boat, or canoe. We are looking for additional partners and are planning an event for this summer.

Lastly, Jen has been working on handouts for the LMRWD to use at tabling events. The CAC has been reviewing the handouts and providing input. I have attached the handouts that we have so far. Jen is also looking for events that the LMRWD can table at. The Eden Prairie Chamber of Commerce is holding its “Everything Spring Expo”, 9:00 am to 3:00 pm Saturday, March 12, 2022 at Grace Church in Eden Prairie. This may be an opportunity to try out the handouts!

Attachments

LMRWD flyer
Rain/Native Gardens
Rain Barrels
Steep Slopes

Recommended Action

No action recommended – for information only



LOWER MINNESOTA RIVER WATERSHED DISTRICT

The Lower Minnesota River Watershed District (LMRWD) is a local, special-purpose unit of government that works to solve and prevent water-related issues. The LMRWD strives to protect, improve, and educate about our valuable water resources that are important habitats for our native plant and fish species as well as provide recreational opportunities and commercial barge navigation.

The District was established for, and is tasked with, maintaining a 9-foot navigation channel in the Minnesota River for goods and services to be transported far and wide.

The District also implements rules to oversee soil erosion control, floodplain and drainage alteration, stormwater management, and development on steep slopes within its boundary. These rules help protect public health and welfare, as well as natural resource preservation.

The District also participates in capital improvement and cost-share projects to improve our water and natural resources.

Contact us to learn more about the District, our projects and programs, and how you can get involved in protecting our shared water and natural resources.

Visit our website and follow
us on social media!



www.lowermnriverwd.org



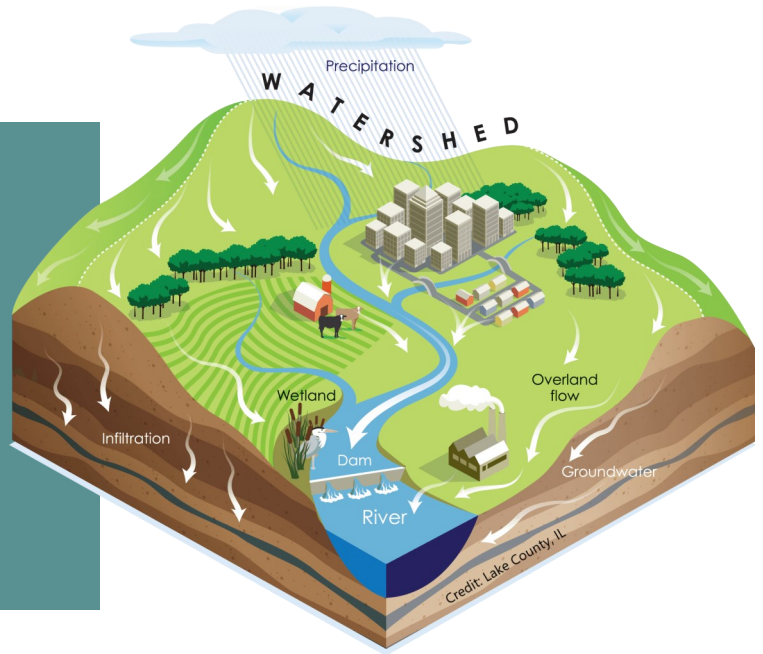
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What is a watershed?

A watershed is an area of land that drains rain and snowmelt, that don't soak into the ground, to a particular lake, river, or other waterbody.

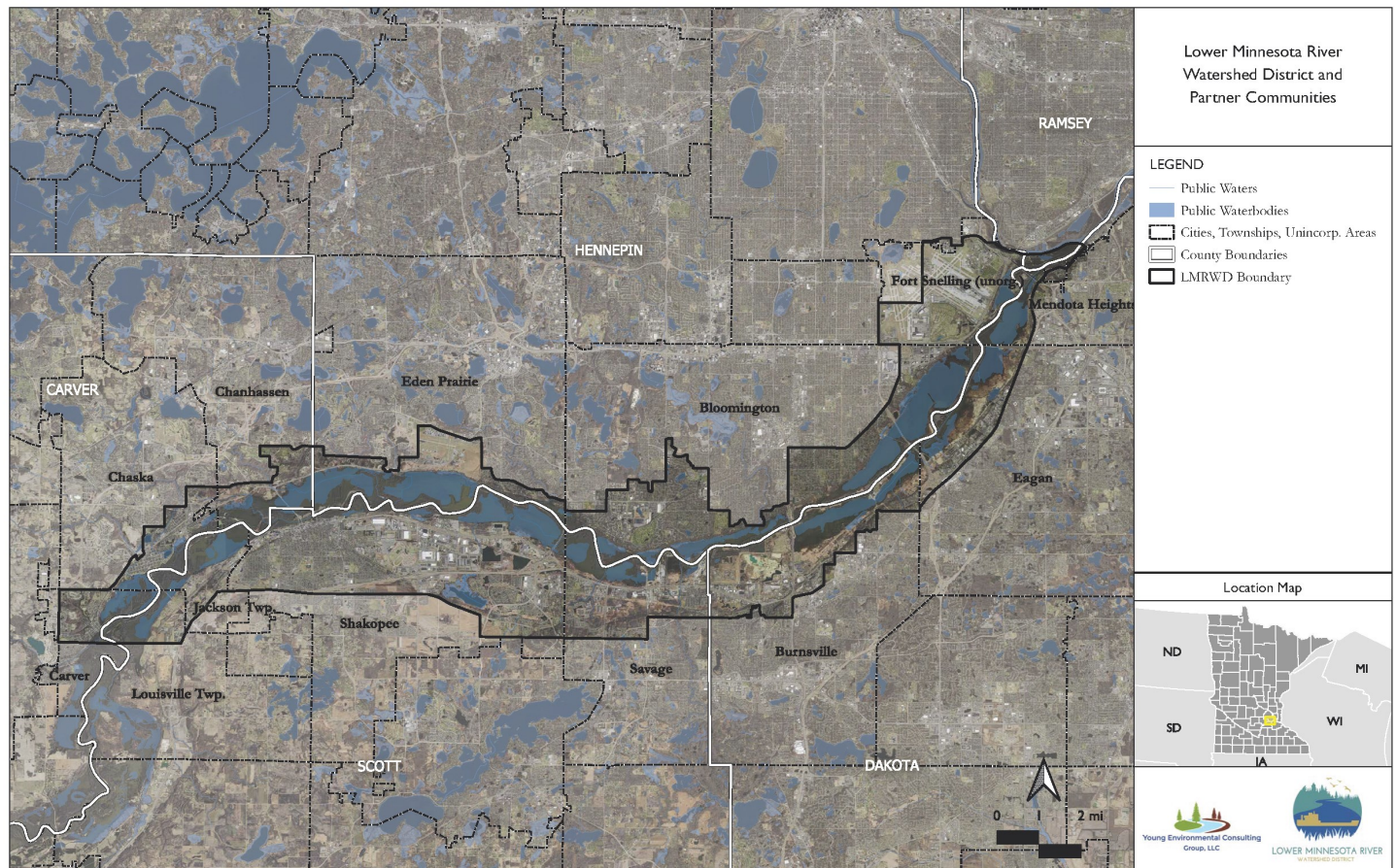
Watersheds can be small draining to a local pond or creek or large draining to a major river or ocean.

Everyone lives in a watershed.



The Lower Minnesota River Watershed District is approximately 80 sq. miles and includes portions of Carver, Dakota, Hennepin, Ramsey and Scott Counties. It begins at the confluence of the Minnesota and Mississippi River and continues 32 miles upstream to the city of Carver, including the bluffs on either side.

A large component of the central portion of the District is within the 100-year flood plain and the Minnesota Valley National Wildlife Refuge.





LOWER MINNESOTA RIVER
WATERSHED DISTRICT



Photo: The Spruce / Adrienne Legault



Photo: Joshua J Cotten / Unsplash



Photo: Gardening Know How / Andrey Nikitin

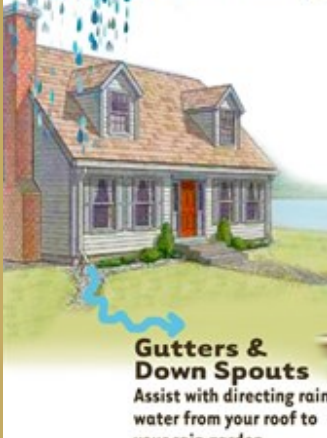
Rain Gardens

A rain garden is a shallow depression that collects water from roofs, lawns, patios, sidewalks, and driveways. The water is held temporarily, so it can slowly filter into the ground instead of washing into the storm sewer.

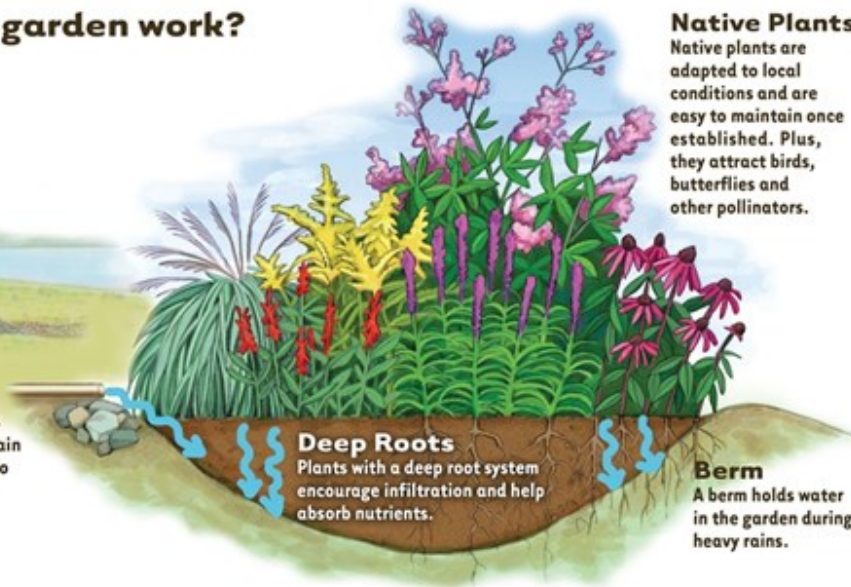
Water that runs off hard surfaces, like roofs and driveways, can pick up pollution and carry it untreated to our local lakes, streams, and rivers. Rain gardens remove pollutants like fertilizer, sediment, and chemicals before they enter our nearby water.

Rain gardens are planted with deep-rooted flowers, grasses, and shrubs. These plants help filter and clean water.

How does a rain garden work?



Gutters & Down Spouts
Assist with directing rain water from your roof to your rain garden.



Native Plants
Native plants are adapted to local conditions and are easy to maintain once established. Plus, they attract birds, butterflies and other pollinators.

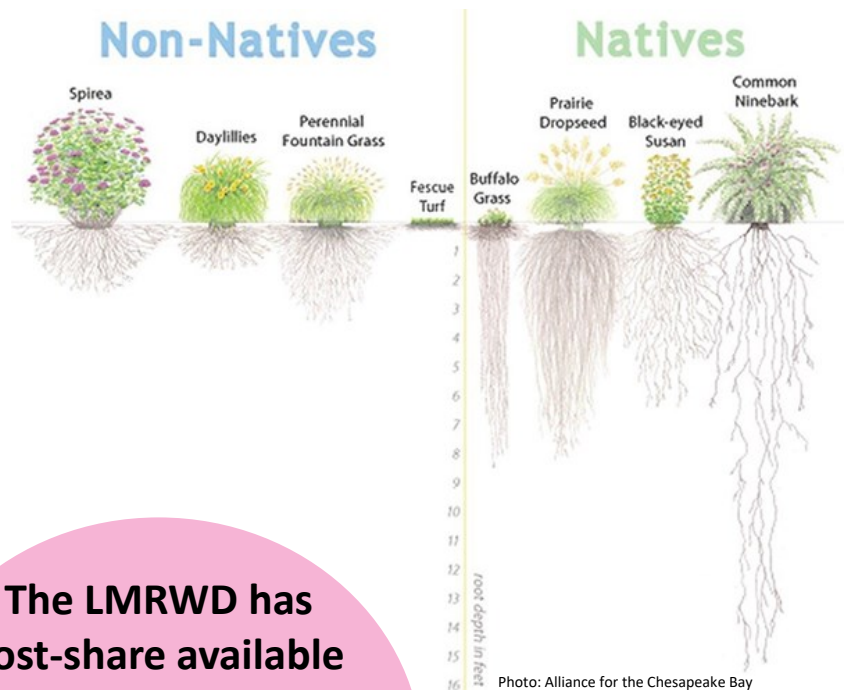
Deep Roots
Plants with a deep root system encourage infiltration and help absorb nutrients.

Berm
A berm holds water in the garden during heavy rains.

Native Plants

A native plant is one that occurred naturally in a particular area without human interaction. Native plants do well in the soils and climate of their original location.

Because native plants are best suited for the environment they originated in, they typically need less water and pesticides. Their deep roots infiltrate water, maintain healthy soils, and reduce soil erosion.



The LMRWD has cost-share available for rain and native garden projects. Contact the LMRWD for more information!

The LMRWD is a local, special-purpose unit of government that works to solve and prevent water-related issues. Visit our website and follow us on social media!



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LOWER MINNESOTA RIVER
WATERSHED DISTRICT



Photo: FCMP Outdoor

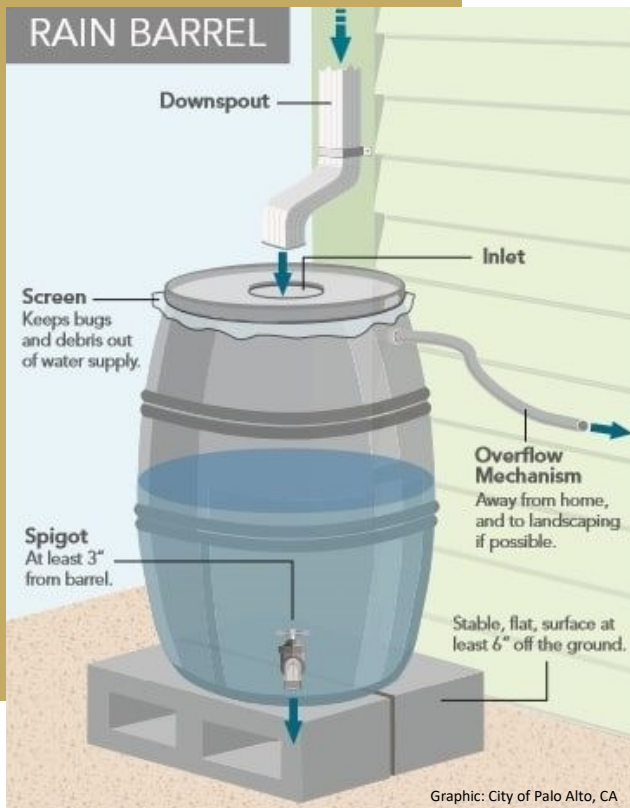


Photo: Shain Review

Rain Barrels

A rain barrel is a system that collects and stores rainwater from your roof. A rain barrel will save money and water by collecting and using water that would otherwise be lost to runoff and diverted to storm drains. This effective and low-tech conservation tool provides a free source of water for your flowers, shrubs, trees, and gardens. When you use a rain barrel for your outdoor watering needs you reduce the demand on clean drinking water. Rain barrels also help reduce and slow the flow of runoff during storms.

A rain barrel is typically a 55-gallon drum and includes a screen, an overflow pipe, and a spigot near the bottom of the barrel. Rain barrels are often made of plastic, metal, or wood.



Anatomy of a Rain Barrel

Downspouts carry water from the gutters to the rain barrel for storage.

Water enters the rain barrel through the **inlet**.

The **screen** of the rain barrel keeps debris and insects out of the water supply.

The **overflow mechanism** releases excess rainwater. It should direct rainwater into pervious surfaces like gardens for irrigation or can be connected to adjacent rain barrels.

The **spigot** allows access to the water stored in the barrel.

Our friends at MWMO have more information on rain barrels on their [website](#).

Rain Barrel Basics

Installation

If you have gutters and downspouts you can either:

- cut your downspout so water pours directly into your barrel or,
- install a diversion piece that directs water to the barrel while keeping your downspout in place. Diverters can often be found at your local hardware store.

If you don't have gutters and downspouts you can still direct water into a rain barrel. You can place your rain barrel under the roof's drip line or use a rain chain that hangs from the roof edge and into your barrel.

Maintenance

- Inspect the inlet area occasionally to remove debris, algae growth, or any other obstruction from the surface.
- Clear downspouts, roof gutters, screens, overflow outlets, and filters on your barrel in the spring and fall to prevent clogging.
- Disconnect and empty your rain barrel once frost occurs at night. Freezing water may crack your rain barrel.
- Once a year, clean any debris or buildup that may have accumulated inside your rain barrel with a non-toxic cleaner.
- Repair leaks or holes immediately.

The LMRWD has cost-share available for rain barrel projects. Contact the LMRWD for more information!



The LMRWD is a local, special-purpose unit of government that works to solve and prevent water-related issues. Visit our website and follow us on social media!



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LOWER MINNESOTA RIVER
WATERSHED DISTRICT

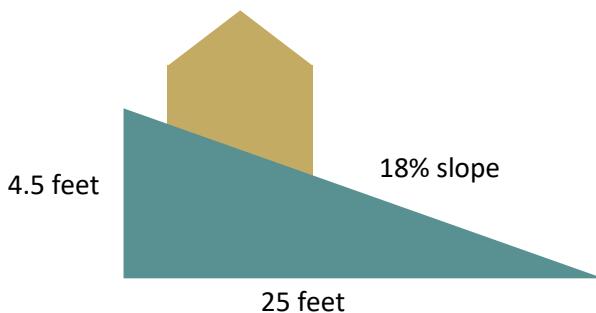
How do I manage my vegetation on steep slopes? A guide for residents

Our watershed is part of a diverse landscape, that has many environmentally sensitive areas, including steep slopes and bluffs, fens, wetlands, trout streams, and floodplains.

Does your property have steep slopes or bluffs?

Steep slopes and bluffs are areas that may be affected by extreme erosion due to steep grade. They are common along the Minnesota River. Properties along steep slopes and bluffs offer unique scenery but, these appealing locations require special care to preserve.

In technical terms, according to the definition of the Lower Minnesota River Watershed, steep slopes are a natural topographic feature comprising average slopes of 18 percent or greater measured over a horizontal distance of 25 feet or more.



Steep slopes have a 4.5 foot vertical rise over a 25 foot horizontal run, or have an 18 percent slope.



Why should I be concerned?

Development and vegetation removal along steep slopes and bluffs often results in erosion and slope failure. Altering the land how the water moves across it can increase your property's susceptibility to erosion and slope failure, creating a serious threat to your home and personal safety.

By properly taking care of vegetation on steep slopes and bluffs through removal of invasive and noxious plants as well as, maintenance, and planting, we can avoid these risks.

Site Inventory

Before selecting the means and methods for managing your project, you should account for both the vegetation and site features. The best method for achieving this is to walk the area and note the following:

- What is the **existing vegetation**? What types of plants are on the site? Are they native or invasive?
- Are there **noxious weeds** on the site? Noxious weeds lower the quality of our natural resources and can pose a health risk. Consult the [Minnesota Department of Agriculture](#) for information on management.
- What are the **landscape** features of the site? Are there slopes, structures, hazards, adjacent land uses, or other features to be aware of?
- Are there **sensitive landscape features** on the site that are unique, rare, or that require special consideration, such as, trout streams, fens, wetlands, slopes, floodplain, or other features?

Vegetation Removal

If you plan to remove vegetation, there are several approaches to choose from that may suit your site.

Cutting is best for woody plants, and using a hand saws allows the trees to fall more slowly. There are multiple methods available, and cutting can occur throughout most of the year. Be aware that plants often resprout from stumps, and it can be hazardous to cut large trees without proper training.

Pesticides are best for most plants. They are effective but can be hazardous without proper handling. You can potentially damage desirable plants, and sensitive features need to be taken into consideration.

A **combination** of both methods, by applying herbicide shortly after cutting, reduces the chances of regrowth.



Adding Vegetation

The methods for incorporating vegetation vary in the amount of time and resources they require.

No action or natural revegetation is best for large areas with a desired seedbank. This is inexpensive and requires little effort; however, results will be uncertain.

Seeding is best for establishing a new plant community and can be inexpensive. There are many options for applying seed, but it can be labor intensive.

Planting is best for introducing new, larger plants and dealing with smaller areas or inter-planting. There is a high survival rate with planting, but it can be expensive and labor intensive for large areas.

All revegetation methods should incorporate **site stabilization** techniques. Soil stability helps ensure seedling growth by creating a site more resilient to weathering and disturbances. There are many options: natural litter, cover crops, mulch, and erosion.

Contact your city government or the Lower Minnesota River Watershed District for more resources and information at info@lowermriverwd.org.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 16, 2022

Agenda Item

Item 6. K. – Permits & Project Reviews

Prepared By

Linda Loomis, Administrator

Summary.

i. **TH 13 Savage (LMRWD No. 2021-025)**

This project is proposed by MnDOT to improve traffic between Lynn Avenue and the TH 101/TH13 intersection in Savage. This project will impact the Vernon Avenue intersection with TH 13 and therefore access to the LMRWD dredge management site may be limited at times. MnDOT has applied for a LMRWD permit. Young Environmental Consulting Group has reviewed the documentation on behalf of the LMRWD and a Technical Memorandum dated February 9, 2022 is attached detailing the review and providing staff recommendations. Staff is recommending conditional approval.

Attachments

Technical Memorandum – SP 701-128 TH 13 Project Review (LMRWD No. 2021-052) dated February 9, 2022

Recommended Action

Motion to conditionally approve LMRWD Permit 2021-025 – TH 13 Savage, subject coordinating access to dredge site during construction, receipt of a copy of the NPDES permit, contact information for the contractor(s) and/or person(s) responsible for inspection and maintenance of all erosion and sediment control features and a copy of the executed maintenance agreement.

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Kaci Fisher, Environmental Specialist
Katy Thompson, PE, CFM

Date: February 9, 2022

Re: SP 7001-128 TH 13 Project Review (LMRWD No. 2021-025)

The Minnesota Department of Transportation (MnDOT) has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD or District) to improve Trunk Highway 13 (TH 13) and Dakota Avenue between Louisiana Avenue to just west of Quentin Avenue in the City of Savage (the City), as shown in Figure 1. MnDOT's engineer, Bolton & Menk, has provided site plans for the SP 7001-128 TH 13 project (the Project), along with the permit application.

The proposed Project includes grading, new and reconstructed bituminous pavement, lighting, bridges, and stormwater management. The Project would disturb approximately 46 acres and create 4.2 acres of new impervious surfaces. The Project is not located within the Steep Slopes Overlay District, but it is adjacent to the High Value Resource Area (HVRA) Overlay District and is within the 100-year floodplain of the Minnesota and Credit Rivers. MnDOT proposes commencing construction on April 1, 2022.

The Project is located within the MnDOT right-of-way and is subject to LMRWD permitting review, regardless of the City's municipal LGU permit status. The Project summary and review comments can be found below.

Summary

<u>Project Name:</u>	SP 7001-128 TH 13
<u>Purpose:</u>	Road and highway improvements
<u>Project Size:</u>	46 acres disturbed; 16.3 acres existing impervious; net increase of 4.2 acres new impervious
<u>Location:</u>	Savage, Minnesota
<u>LMRWD Rules:</u>	Rule B—Erosion and Sediment Control Rule C—Floodplain and Drainage Alteration Rule D—Stormwater Management
<u>Recommended Board Action:</u>	Conditional approval

Discussion

The LMRWD received the following documents for review:

- Hybrid Environmental Assessment for Trunk Highway 13 Corridor Improvements by MnDOT, received June 5, 2021, dated May 2021
- Local Government Road Wetland Replacement Plan for TH 13 – Dakota Avenue Intersection Improvements by Bolton & Menk, received June 7, 2021, dated April 2021
- LMRWD online permit application, received June 11, 2021
- *LMNRWD Permit Memorandum* by Bolton & Menk, dated June 11, 2021, received June 11, 2021
- Construction plan sheets by SRF, dated May 27, 2021, received June 11, 2021
- *Materials Design Recommendation* by Braun Intertec and Bolton & Menk, dated May 21, 2021, received June 11, 2021
- Drainage Overview Map by Bolton & Menk, dated June 11, 2021, received June 11, 2021
- *Floodplain Assessment*, dated May 2021, received June 11, 2021
- *TH 13 Corridor Evaluation and Dakota Improvement Design Memo* by Bolton & Menk, dated May 18, 2021, revised July 8, 2021, and received July 13, 2021
- MIDS calculator report, received June 11, 2021
- Comment Resolution by Bolton & Menk, received July 13, 2021
- Existing and proposed MIDS calculator results, received July 13, 2021
- Existing and proposed P8 results, received July 21, 2021
- Draft Maintenance Agreement, dated and received January 26, 2022

The application was deemed complete on January 26, 2022, and the documents received provide the minimum information necessary for permit review.

Background

The application was originally reviewed in conjunction with the Environmental Assessment for the July 7, 2021, board meeting; no board action was requested at the time. Additional information has been provided, as well as the required maintenance agreement between the City and applicant for the Project's stormwater basins.

The District met with the applicant on July 15, 2021, to discuss the District's comments on the application. Bolton & Menk provided an updated No-Rise Memo to address the District's no-rise requirements, as well as to clarify HVRA impacts and MIDS water quality calculations. The LMRWD requires a maintenance plan or agreement to be submitted prior to a conditional permit being issued. The applicant submitted the draft agreement on January 26, 2022. The maintenance responsibilities for the four stormwater ponds will be split between the City of Savage and MnDOT and incorporated into the respective MS4 programs.

Rule B—Erosion and Sediment Control

The LMRWD regulates land-disturbing activities that affect one acre or more under Rule B. The proposed Project would disturb approximately 46 acres within the LMRWD boundary, of which 2.85 acres is within the HVRA.

MnDOT has provided an erosion and sediment control plan and a stormwater pollution prevention plan. Several items will be needed before a permit can be issued under Rule B, including the following:

- 1) Copy of the NPDES permit
- 2) Contact information for the contractor(s)
- 3) Contact information for the person(s) responsible for the inspection and maintenance of all erosion and sediment control

Rule C—Floodplain and Drainage Alteration

As discussed, the Project is in the Minnesota River and Credit River floodplains and is shown on the FEMA Flood Insurance Rate Map (FIRM) Panels 27139C0063E and 27139C0044E, effective February 12, 2021. Per the Environmental Assessment, the Project proposes 36.32 acres of impact within the floodplain and 0.93 acres in the floodway. Existing and proposed HEC-RAS hydraulic models were completed for the Minnesota River to determine the Project's impact on the flood elevations. The Project does not modify the road profile within the Credit River floodplain. Therefore, no floodplain models were developed for impacts to Credit River.

Bolton & Menk provided a no-rise certification stating the 100-year flood elevation would not rise by more than 0.00 feet in the floodway or flood fringe within the vicinity of the Project, meeting the requirements of Rule C.

Rule D—Stormwater Management

The Project proposes 4.2 acres of new impervious surface, and within the HVRA, 367 square feet of new impervious and 135 square feet of reconstructed impervious surface. MnDOT proposes constructing two wet sedimentation basins, Louisiana Basin and Yosemite Basins, and one filtration basin, Dakota Basin, all located within the MnDOT right-of-way, as well as a small detention basin that will be maintained by the City, to meet the LMRWD’s stormwater management requirements.

Much of the Project is within a confirmed karst area and is subject to shallow bedrock. Because of the Project’s proximity to Savage Fen, the proposed design was developed to minimize bedrock excavation to avoid inadvertently draining the underlying aquifer that sustains the fen. To avoid bedrock excavation, MnDOT has proposed a shallow storm sewer system that will avoid bedrock excavation but also prevent the entirety of the Project site from being collected in the storm sewer. To compensate for the areas that cannot be captured in the storm sewer and treated in a stormwater basin, the Project proposes to intercept approximately 15 acres of an untreated, and mostly impervious, off-site drainage area and route it to the Louisiana Basin for treatment.

Section 4.4.1 of Rule D requires that applicants demonstrate no increase in proposed runoff rates when compared to existing conditions. The *LMNRWD Permit Memorandum* provides the existing and proposed runoff rates (Table 1). The overall rates are reduced per Rule D requirements.

Table 1. TH 13 Existing and Proposed Runoff Rate Summary (Bolton & Menk)

MODEL RESULTS (CFS)									
EVENT	OUTFALL #1		OUTFALL #2		OUTFALL #3		SUM OF OUTFALLS		REDUCTION
	EX.	PR.	EX.	PR.	EX.	PR.	EX.	PR.	
2-YR (2.83")	205.24	89.97	27.27	26.15	37.93	46.04	270.44	162.16	108.28
10-YR (4.21")	297.25	201.08	40.87	39.74	46.89	63.86	385.01	304.68	80.33
100-YR (7.42")	480.98	404.69	48.82	47.98	49.26	67.64	579.06	520.31	58.75

Section 4.4.2 of Rule D requires stormwater runoff volume reduction on-site to be equivalent to one inch of runoff from the impervious surfaces outside the HVRA. For linear projects within the HVRA, Section 4.4.2 requires the larger of 0.55 inches of runoff from the new and reconstructed impervious surfaces or 1.1 inches of runoff from the net increase of impervious surfaces. The required volume reduction for the Project is 15,613 cubic feet. However, because of shallow bedrock and karst features present in the Project vicinity, infiltration practices are not permitted per Section 4.4.2 (c) of Rule D. The MnDOT basins will be lined to prevent infiltration, and approximately 39,204 cubic feet of runoff will be filtered within the Dakota Basin.

Section 4.4.3 of Rule D requires projects that create more than one acre of impervious

surface to provide evidence that no net increase in total phosphorus (TP) or total suspended solids (TSS) in the receiving waters would result from the Project. The applicant provided P8 results for existing and proposed conditions. The data show TSS and TP will be reduced in proposed conditions from the existing conditions, as shown in Table 2.

Table 2. TH 13 Existing and Proposed TP and TSS Loads from P8

Pollutant	Existing Load (lb.)	Proposed Load (lb.)	Change (lb.)
TP	30.7	23.8	-6.9
TSS	11,146	7,963	-3,183

Per the *LMNRWD Permit Memorandum*, the stormwater basins will be jointly managed by MnDOT and the City. A copy of the maintenance plan has been provided to the District, fulfilling the maintenance requirements.

Special Stipulations

The proposed Project will impact the entrance to the LMRWD Dredge Site on Vernon Avenue. The private terminal dredging is typically complete by June 1 to account for fish-spawning windows, and the main channel dredging typically occurs in August and September. The current staging plan showed Vernon Avenue would be closed in June and reopen to one-way traffic by August. For the duration of the Project, gravel access to Vernon Avenue will need to be maintained for dredge site workers and emergency services vehicles. Special accommodations may be necessary for equipment delivery if weather conditions postpone 2022 dredging activities. Continued coordination will be needed to align the dredging operations with the TH 13 construction activities.

Additional Information

MnDOT held a virtual open house on October 12, 2021, to discuss the construction of the new intersection at Dakota Avenue scheduled to begin in spring 2022. There were a few questions from the public, which are summarized below:

- 1) **Question:** *Fabcon Precast has some very strict environmental requirements set forth by the MPCA around two streams that go through our site that are going to be affected by the Dakota Avenue Project. We conduct monthly sampling monitoring for our annual reports. Will there be any changes to those streams that go in front of our property?*

MnDOT Response: From a drainage standpoint for the Project, we're not doing any changes to their drainage infrastructure with the Project. The Project is designed so the flows under Highway 13 that convey the water from your site will not change. We will have some temporary culvert connections that need to facilitate drainage during construction itself, but we are also held to MPCA standards that make sure our sediment does not impact those receiving waters.

Because Fabcon is testing upstream of our project, I would not anticipate any changes to the sediment loading in your monitoring. If there are, our contractor is mandated to clean those up.

- 2) **Question:** *I am concerned about noise. I am only a block or so off Highway 13. It is already a pretty noisy highway. There will be more projects after this one is completed, correct?*

MnDOT Response: Correct, several more intersections will be worked on, and the exact configurations have yet to be defined. When we determine exactly what to build, we will have to update that environmental document I talked about, which would include a more detailed noise analysis specific to that configuration. That will be determined in the future and revisited.

- 3) **Question:** *You showed pictures of those two old railroad bridges, off Quentin and Lynn. Are there any plans to improve the safety of the overhead bridges or make them easier to navigate?*

MnDOT Response: There are actually three bridges in the area, with two on Quentin. There are some challenges because the railroads still have the right to use the rail on top of the bridges. The City owns the bridge, but the railroads still have reserved rights to use it. There are plans in the future, but they're costly at this point. The City is trying to find funding to replace those bridges.

- 4) **Question:** *Has there been any thought to helping drivers from Taylor Drive exit onto McCall if McCall traffic increases significantly?*

MnDOT Response: We are expecting more traffic on McCall and Williams. Our initial mitigation will be those speed signs. A few other options could be to continue to lower the traffic and make it less appealing as a route, or find side roads for residents to use to get access to McCall, or prohibit left turns out of these neighborhoods. We will continue to look at traffic as construction progresses.

Recommendations

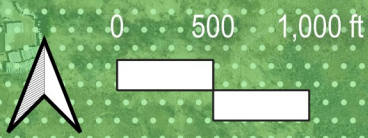
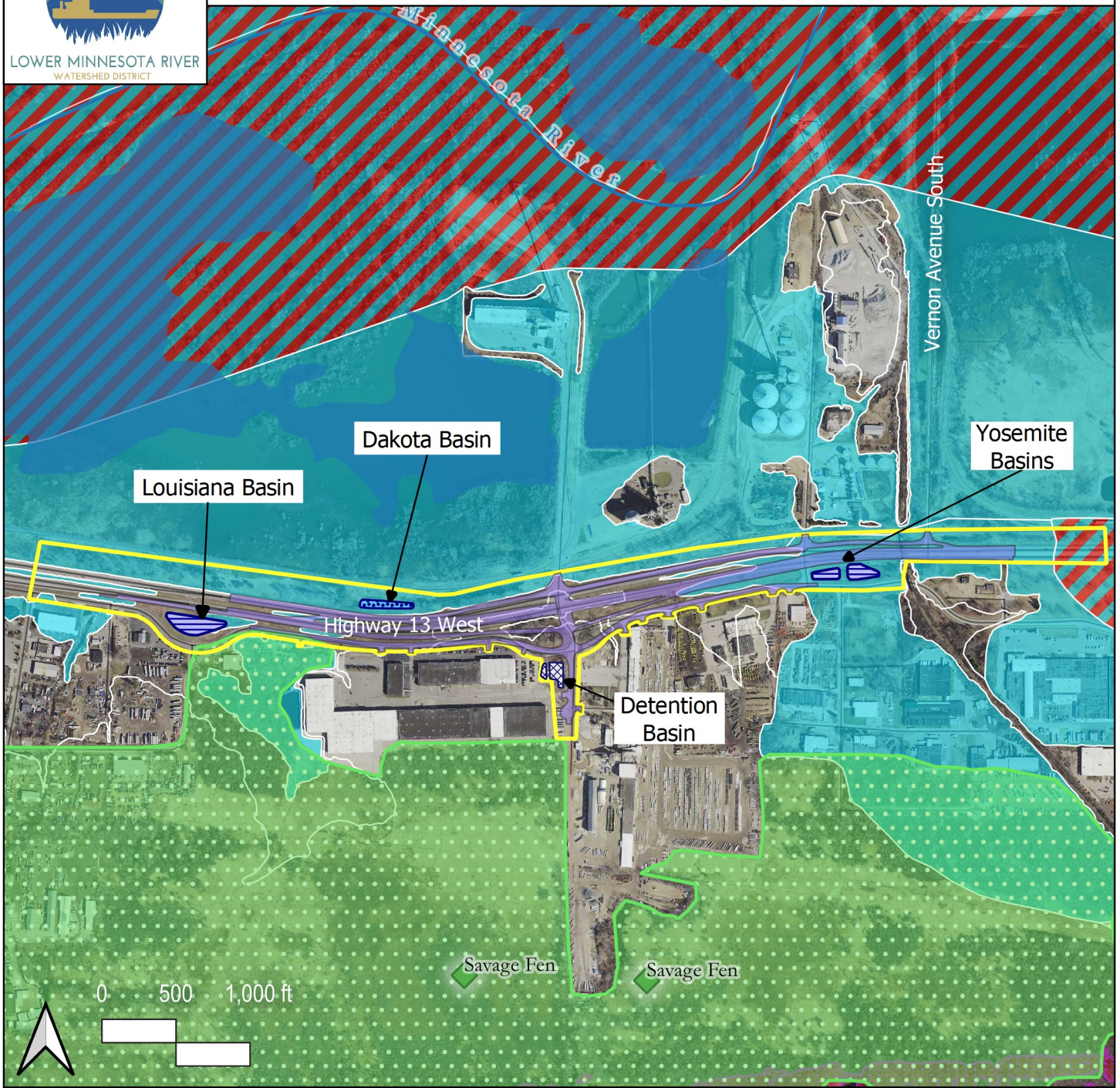
The staff recommends conditional approval of the Project, given the special provision of maintaining access to the dredge site during construction and the pending receipt of a copy of the NPDES permit and contact information for the contractor(s) and/or person(s) responsible for inspection and maintenance of all erosion and sediment control features.

Attachments














- Figure 1—Trunk Highway 13 Project Location Map



Figure 1: Trunk Highway 13 Project Location



LEGEND

-  Project Location
-  TH 13
-  Detention Area
-  Filtration Basin
-  Wet Sedimentation Basin
-  Road
-  Public Waterways
-  Public Waters
-  High Value Resource Area
-  Steep Slopes Overlay District
-  100-yr Floodplain
-  Floodway
-  Calcareous Fens

LMRW D Watershed Location Map

