



Title: Authorization to Execute Maintenance Declarations for Lost Lake Commons Project

Resolution number: 24-041

Prepared by: Name: Josh Wolf
Phone: 952.641.4588
jwolf @minnehahacreek.org

Reviewed by: Name/Title: Chuck Holtman, Smith Partners

Recommended action: Staff requests Board of Managers approve execution of Maintenance Declarations for Lost Lake Commons Project with City of Mound

Budget considerations: Fund name and code: Project Maintenance and Land Management 2-2003
Fund budget: **\$689,926.00**
Expenditures to date: **\$146,073.96**
Requested amount of funding: **\$0**

Past Board action: Res #: 05-042 Title: Lost Lake/Langdon Lake/Cooks Bay Water Quality Improvement Project – Engineering and Design Services Contract

Res #: 07-085 Title: Lost Lake/Langdon Lake/Cooks Bay Water Quality Improvement Project, Phase 4 – Cooperative Agreement

Note: On 7/8/24, following the publication of the agenda for the 7/11/24 MCWD Board of Managers meeting, MCWD Staff was informed that the Mound City Council had approved a name change for this project to 'Lost Lake Commons', therefore previously published MCWD documents may refer to this project as 'Mound Harbor Park Redevelopment Project'.

Summary: In 2004, MCWD created a conceptual stormwater management plan utilizing various innovative stormwater management techniques to serve functionality in nutrient removal for the Lost Lake/Langdon/Lake/Cooks Bay Water Quality Project. This project existed not only as a functional project but also as a way to demonstrate novel treatment strategies. The MCWD Board of Managers formally ordered the project in 2005 in collaboration with the City of Mound and Mound Harbor Renaissance development group to improve water quality in Lost Lake, Langdon Lake, and Cooks Bay. The project would come to be known as the Mound Redevelopment Project; a portion of this project is the Mound Transit Center Porous Pavers.

The Porous Pavers were completed in 2008 at a cost of \$339,000 and treat drainage from a 2.2-acre area for a 5.9 lbs/year reduction of phosphorus. MCWD was responsible for the cost and construction oversight. The City of Mound owns the property and is responsible for maintenance under a Maintenance Declaration signed March 2008. The current pavers have reached a condition in which it is not feasible to repair the system to its functional design.

The City of Mound is constructing a new stormwater management facility as a park of the Lost Lake Commons Redevelopment Project. This project is a \$745,000 development including a community lawn, plaza, seating,

performance area, and art walk in addition to a biofiltration basin stormwater BMP. This basin, which replaces the stormwater management function of the Porous Paver System, is adjacent to the current system and includes the treatment of the same 2.2 acres treated presently. The new stormwater facility will provide equal to or greater benefit in stormwater treatment than the Porous Paver system.

The Mound Porous Pavers are subject to a funding agreement signed by MCWD and the City of Mound in 2008 and, as a condition of the funding agreement, a declaration under which Mound assumes the perpetual obligation to maintain the stormwater treatment elements of the Mound Redevelopment Project, including the Porous Paver System. In order to recognize the retirement of the Porous Paver System and acknowledge the replacement of equal or greater function of the new Lost Lake Commons Redevelopment biofiltration basin, staff presents two documents to the Board for consideration. The first is an amendment to the 2008 declaration. This amendment removes the Porous Paver system sections from the original declaration while leaving all other portions of the agreement intact. The second document is a new declaration for the Lost Lake Commons Redevelopment project acknowledging the function of the new biofiltration basin and delineating perpetual maintenance of the basin in accordance with the recently approved Mound city-wide maintenance agreement.

As the new biofiltration basin meets or exceeds the treatment properties of the Porous Paver System and the Porous Paver System has reached the condition in which it is not feasible to repair to its functional design, staff requests the Board authorize execution of the First Amendment to Declaration and the Lost Lake Commons Maintenance Declaration. Attachment A of the Lost Lake Commons declaration is under review by the District Engineer and Legal Counsel and the MCWD Administrator will execute the documents on their approval. The First Amendment to Declaration will not be executed until the biofiltration basin is operational.

Supporting documents (list attachments): 2008 Mound Redevelopment Project Funding Agreement, Declaration, and Operations and Maintenance Plan; First Amendment to Declaration; 2024 Lost Lake Commons Declaration



RESOLUTION

Resolution number: 24-041

Title: Authorization to Execute Maintenance Declarations for Lost Lake Commons Project

WHEREAS, in 2004, MCWD created a conceptual stormwater management plan utilizing various innovative stormwater management techniques as the Lost Lake/Langdon Lake/Cooks Bay Water Quality Project.

WHEREAS, MCWD Board of Managers formally ordered the project in 2005 in collaboration with the City of Mound and Mound Harbor Renaissance development group to improve water quality in Lost Lake, Langdon Lake, and Cooks Bay.

WHEREAS, the project became known as the Mound Redevelopment Project of which the Mound Transit Center Porous Pavers system was a portion thereof.

WHEREAS, MCWD and the City of Mound executed a funding agreement and, pursuant thereto, a declaration for the maintenance of the stormwater treatment elements of the Lost Lake Commons Project, including the Porous Pavers system.

WHEREAS, the Mound Transit Center Porous Pavers system has reached a condition in which it is not feasible to repair the system to its functional design.

WHEREAS, the City of Mound is constructing a new stormwater management facility as part of the Lost Lake Commons Redevelopment project, which includes a biofiltration basin stormwater BMP.

WHEREAS, the biofiltration basin is adjacent to the current Porous Pavers system, will treat the same 2.2-acre catchment as that system, and provides equal to or greater benefit in stormwater treatment than the Porous Paver system.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the MCWD Administrator, on advice of counsel, to execute the First Amendment to Declaration and the Lost Lake Commons Maintenance Declaration.

Resolution Number 24-041 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: 7/11/2024

Secretary Date: _____

**FUNDING AGREEMENT
MOUND REDEVELOPMENT PROJECT**

**PHASE IV
STORMWATER BEST MANAGEMENT PRACTICES
TRANSIT DISTRICT**

Minnehaha Creek Watershed District and City of Mound

This Agreement is entered into by and between the Minnehaha Creek Watershed District, a political subdivision of the State of Minnesota with powers set forth at Minnesota Statutes Chapters 103B and 103D ("MCWD"), and the City of Mound, a statutory city and political subdivision of the State of Minnesota ("City") (together, the "parties").

The purpose of the Agreement is to provide for MCWD reimbursement to the City for costs incurred by the City to implement an innovative stormwater management approach in the transit district on City property in connection with the city's downtown redevelopment project. The amount of funding contributed by the MCWD corresponds to the additional water quality and demonstration benefits that the innovative approach will provide as compared with the level of stormwater management required simply for the project to meet federal, state and local laws and permits.

The downtown redevelopment project is being constructed in phases. This Agreement applies to one element of Phase IV of the project.

1. Stormwater Facility Design and Construction

The City will design stormwater facilities and, after MCWD approval of the design, construct the facilities in accordance with the approved plans and specifications and any changes to the plans and specifications approved in writing by the parties (the "Facilities"). The City will maintain a copy of the plans and specifications for five years from the date construction of the Facilities ceases, or the date construction is certified as complete by the City or its project manager, whichever is later. The City will give the MCWD reasonable notice of pre-construction and construction meetings concerning the Facilities. The MCWD and its authorized representatives may attend these meetings, inspect the Facilities at all reasonable times, and review all related documentation.

2. Funding

The City will invoice the MCWD for reimbursement up to amounts and at milestones identified in Exhibit A, attached to and incorporated into this Agreement. An invoice will be accompanied by the documentation prescribed in Exhibit A and such other documentation as the MCWD reasonably may request. The MCWD will make payment for work conforming to the plans and specifications within 30 days of receipt of a complying invoice.

The MCWD has determined that partial performance of obligations under paragraph 1 of this Agreement may confer no or limited benefit on the MCWD. As a result, if construction of the Facilities, including the establishment of vegetation where specified, is not substantially completed in accordance with the approved plans and specifications by September 1, 2009, the MCWD may obtain from the City a reimbursement of any and all funds disbursed pursuant to this Agreement. Notwithstanding, the MCWD may not have this remedy for any period after September 1, 2009 during which the failure to complete is not reasonably avoidable by the City or those under its control, provided the work is completed by September 1, 2010. The parties will consult in good faith before the MCWD makes a demand for reimbursement.

The City shall maintain all project records concerning the Facilities for five years from the date construction of the Facilities ceases, or the date construction is certified as complete by the City or its project manager, whichever is later. The MCWD may examine, audit, and copy any such records.

3. Operation and Maintenance of Facilities

Exhibit B, a declaration of covenants providing for operation and maintenance of the Facilities and related signage, is attached and incorporated herein. Exhibit B reflects that the Facilities will be on land owned in fee by the City. The City will execute and record Exhibit B, or an instrument materially conforming thereto, with the Hennepin County recorder's or registrar's office to establish City operation and maintenance responsibilities that run with the land.

4. Independent Relationship.

The MCWD's role under this Agreement is solely to provide funds to support the installation, and the dissemination of knowledge about, innovative approaches to stormwater management. The MCWD has no authority to select, or role in selecting, the design, means, method or manner of performing any work or the person or firm who will perform the work. No employee, representative, contractor or consultant of any party to this Agreement acts in any respect as the agent or representative of any other party. This Agreement is not a joint powers agreement under Minnesota Statutes §471.59. Any right to review or approve a design, work in progress or constructed facility under this Agreement by the MCWD or its agent, representative or consultant is solely for the MCWD's own purpose of accounting for funds expended.

5. Remedies; Immunities.

No action or inaction of the MCWD under this Agreement creates a duty of care on the part of the MCWD for the benefit of the City or any third party. Only contractual remedies are available to the City for the MCWD's failure to fulfill the terms of this Agreement. Notwithstanding any other term of this Agreement, the MCWD and the City waive no immunities in tort. This Agreement creates no rights in and waives no immunities, defenses or liability limitations with respect to any third party.

6. Effective Date; Termination; Survival of Obligations

The Agreement is effective when fully executed by all parties and expires five years thereafter. All obligations that have come into being before expiration, specifically including but not limited to obligations under paragraph 3, shall survive expiration.

7. Acknowledgment

Any publicly distributed or displayed printed or electronic documents, other text display or public presentation concerning the Facilities shall properly acknowledge the funding and support of the MCWD.

8. Compliance with Laws

The City will comply with the laws and requirements of all federal, state, local and other governmental units in constructing the Facilities, and will procure all licenses, permits and other rights necessary to construct the Facilities.

In constructing the Facilities, the City will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

9. Notices

Any written communication required under this Agreement shall be addressed to the other party as follows, except that either party may change its address for notice by so notifying the other party in writing:

To MCWD:

Administrator
Minnehaha Creek Watershed District
18202 Minnetonka Boulevard
Deephaven, MN 55391

To City:

City Manager
City of Mound
5341 Maywood Road
Mound, MN 55364

10. Waiver

A party's failure to insist on the strict performance of any obligation under this Agreement, or to exercise any option, remedy or right herein, will not waive or relinquish that party's right in the future to insist on strict performance of that or any other obligation. A party's waiver of a breach of an obligation of this Agreement will not be construed as a waiver of any subsequent breach of that or any other obligation. A waiver must be in writing and signed by the party.

11. Venue and Jurisdiction

This Agreement shall be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder shall be Hennepin County, Minnesota.

Exhibit A

Phase 4 - Transit Station Stormwater Facilities

BMP	Financial Party	Cost	Payment Schedule**
Stormwater Pond	City of Mound	\$ 35,950.00	N/A
Sand Filter	MCWD*	\$ 60,000.00	10/1/2007
Raingardens	MCWD*	\$ 27,194.00	10/1/2007
Porous Paver System	MCWD*	\$ 216,660.00	11/1/2007

Total	\$ 339,804.00
City of Mound	\$ 35,950.00
MCWD	\$ 303,854.00

*Contractor invoices submitted for payments issued for actual costs incurred, not-to-exceed specified amount

**Invoicing submitted on identified date or substantial completion, whichever later, processed per the terms of the Funding Agreement



TRANSIT DISTRICT
Stormwater
Facility

Doc No 9116204 04/02/2008 09:53 AM
Certified filed and or recorded on above date:
Office of the County Recorder
Hennepin County, Minnesota
Michael H. Cunniff, County Recorder
TransID 385146

Deputy 45
Fees
\$35.50 DOC
\$10.50 SUR
\$46.00 Total

Per H.C. - needed recorded twice - once Torrens, once Abstract -

DECLARATION

THIS DECLARATION ("Declaration") is made this 7th day of March, 2008, by City of Mound, ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of real property within the City of Mound, Hennepin County, Minnesota, platted and legally described on the attached Exhibit A.

(the "Property") and no one other than Declarant, has any right, title or interest in the Property; and

WHEREAS, Declarant, in exchange for financial participation in the construction of the Transit Station Stormwater facilities on the site desires to subject the Property to certain conditions and restrictions imposed by the Minnehaha Creek Watershed District as a condition of a project for the mutual benefit of the owners of the Property.

NOW, THEREFORE, Declarant makes this Declaration and hereby declares that this Declaration shall constitute covenants to run with the Property in perpetuity, and further declares that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration, all of which shall be binding on all persons owning or acquiring any right, title or interest in the Property, and their heirs, successors, personal representatives, and assigns.

1. Stormwater Facility Maintenance. The terms of Exhibit B, incorporated herein, shall apply to the stormwater management facilities indicated on the site plan for the Property attached hereto and incorporated herein as on Exhibit C, identified as follows:

Rain Gardens
Sand Filter

Porous Paver System
Stormwater Pond

2. The recitals set forth above are expressly incorporated herein.

IN WITNESS WHEREOF, the undersigned has executed this instrument
the day and year first set forth.

DECLARANT:

By: Mark Hanus
City of Mound, Mayor

STATE OF MINNESOTA)

)ss.

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 7th day of
March, 2008 by Mark Hanus Mark Hanus, Mayor for the City of
Mound.

Jodi Rahn
Notary Public

This Instrument Was Drafted By:

The City of Mound
5341 Maywood Road
Mound, MN 55364

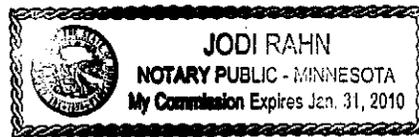


Exhibit A

That part of the following described parcels:

Parcel 1:

Outlot A, Mound Visions Addition, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

Parcel 5:

Lot 46 and those portions of Lots 44 and 45, together with that part of the vacated alley, adjoining said lots, all in the plat of "Koehler's Addition to Mound" Lake Minnetonka, and embraced within the following described tract: (73)

Commencing at the Northeast corner of Lot 41, in said plat; thence on a bearing of South along the East line of said Lot 41 a distance of 10 feet to the beginning of a line hereinafter referred to as Line "A"; thence South 89 degrees 28 minutes 45 seconds West 5.08 feet; thence Southwesterly 287.22 feet along a tangential curve, concave to the Southeast, having a radius of 1,056.48 feet and a central angle of 15 degrees 34 minutes 35 seconds; thence South 73 degrees 54 minutes 10 seconds West 17.77 feet; thence Southwesterly 77.47 feet along a tangential curve, concave to the Northwest, having a radius of 669.17 feet and a central angle of 6 degrees 38 minutes to the West line of said Lot 45 and said Line "A" there terminating, thence Easterly along said Line "A" to the intersection with the center line of said vacated alley; being the actual point of beginning of the tract to be described; thence Southerly along said center line to the intersection with the Easterly extension of the South line of said Lot 46; thence Westerly along said Easterly extensions and along said South line to the Southwest corner of said Lot 46; thence Northerly along the West lines of said Lots 46 and 45 to the intersection with the North line of the South 1.5 feet of said Lot 45; thence Easterly along said North line of the South 1.5 feet to the intersection with the West line of the East 111 feet of said Lot 45; thence Northerly along said West line of the East 111 feet to a point distant 24 feet Northerly from the South line of said Lot 45; thence Westerly parallel with the North line of said Lot 45 to the intersection with said Line "A"; thence Easterly along said Line "A" to the actual point of beginning.

Being registered land as is evidenced by Certificate of Title No. 688916.

Parcel 6:

That part lying South of the North 40 feet thereof, Lot 40 Koehler's Addition to Mound according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

Also that part of the north 22.50 feet of the south 24.0 feet of the west 100 feet of said Lot 45, Lots 41, 42, 43 and the north 40 feet of Lot 40, the east half of the vacated alley adjoining said Lot 43, all in "Koehler's Addition to Mound" Lake Minnetonka, which lies southerly of the "Line A" described in Parcel 5 above. (73)

Abstract Property

Parcel 7:

Lots 35, 36 and 37, Koehler's Addition to Mound except the Northerly 20 feet of said Lots 35, 36 and 37, and except that portion of Lot 35 lying Northeasterly of a line described as commencing at a point on the North line of said Lot 30 feet Westerly of the Northeasterly corner thereof; thence to a point on the Easterly line of said Lot, 30 feet Southerly of the Northeasterly corner thereof, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Hennepin County, Minnesota.

Abstract Property

Parcel 14:

All that portion of Railroad Company's 100 foot wide Branch Line right-of-way, being 50 feet wide on each side of said hereinafter described Main Track centerline, upon, over and across part of the Southwest Quarter of the Southwest Quarter of Section 13; in Township 117 North, Range 24 West, 5th P.M.;

(91)

also,

All that portion of said Railroad Company's station ground property at Mound, Minnesota lying adjacent to and Southerly of the hereinabove described 100 foot wide Branch Line right-of-way situated in the Southwest Quarter of the Southwest Quarter of said Section 13, Township 117 North, Range 24 West, described as follows, to-wit:

Beginning at a point 50 feet Southerly of and at right angles to said hereinafter described Main Track centerline distant 362.5 feet Westerly, measured along a line parallel with, distant 50 feet Southerly from and at right angles to said Main Track centerline from the Westerly line of the East 25 feet of said Southwest Quarter of the Southwest Quarter; thence Southerly at right angles from said Main Track centerline 40 feet; thence Westerly parallel with said Main Track centerline to a point distant 510 feet Westerly as measured along said parallel line 90 feet Southerly of said Main Track centerline from the East line of said Southwest Quarter of the Southwest Quarter; thence due South 22 feet; thence Westerly in a straight line 208 feet, more or less, to a point 100 feet Southerly, measured at right angles, from said Main Track centerline distant 625.6 feet Easterly, measured along a line parallel with, 100 feet Southerly from and at right angles to said Main Track centerline from the West line of said Southwest Quarter of the Southwest Quarter; thence Westerly in a straight line 623.7 feet, more or less, to a point on said West line of the Southwest Quarter of the Southwest Quarter distant 69.47 feet South measured along said West line from said Main Track centerline; thence North along said West line of the Southwest Quarter of the Southwest Quarter to a point distant 50 feet Southerly from, measured at right angles to, said Main Track centerline; thence Easterly parallel with said Main Track centerline distant 50 feet therefrom to the Point of Beginning; also,

All that portion of said Railroad Company's station ground property at Mound, Minnesota lying adjacent to and Northerly of the hereinabove described 100 foot side Branch Line right-of-way situated in the Southwest Quarter of the Southwest Quarter of said Section 13, Township 117 North, Range 24 West, lying between two lines drawn parallel with and distant respectively 50 feet and 150 feet Northerly, measured at right angles to, said Main Track centerline; bounded on the East side by a line drawn at right angles to said Main Track centerline distant 800 feet Easterly of the West line of said Southwest Quarter of the Southwest Quarter; as measured along said Main Track centerline; bounded on the West by said West line of the Southwest Quarter of the Southwest Quarter of Section 13;

All except the following 3 Tracts:

Tract A:

Lot 1, Block 1, Dakota Rail Addition.

Tract B:

Lot 1, Block 1 and Outlots A, B and C, Mound Visions Addition.

Tract C:

That part of the Southwest Quarter of the Southwest Quarter of Section 13, Township 117, Range 24, lying Northerly of the Northerly line of COUNTY STATE AID HIGHWAY NO. 15, Plat 68 Easterly of the East line of the West 203.00 feet of said Southwest Quarter of the Southwest Quarter, West of the Southerly extension of the West line of the East 17.40 feet of Lot 33, "Koehler's Addition to Mound", Lake Minnetonka, according to the recorded plat thereof, said 17.40 feet being measured along the most Southerly line of said Lot 33 and Southerly of the following described line:

Commencing at the Southwest corner of said Southwest Quarter of the Southwest Quarter; thence on an assumed bearing of North along the West line of said Southwest Quarter of the Southwest Quarter, 784.75 feet, to the point of beginning; thence North 84 degrees 42 minutes 00 seconds East 799.95 feet to the intersection with the Southerly extension of the West line of the East 17.40 feet of said Lot 33, said 17.40 feet being measured along the most Southerly line of said Lot 33 and said line there terminating.

MAIN TRACK CENTERLINE DESCRIPTION

Commencing at a point on the East line of Section 1, Township 117, Range 23, distant 223.08 feet South of the East Quarter corner of said Section 1, said point being on the centerline of said Minneapolis to Willmar 150 foot wide right-of-way; thence Westerly at an angle of 89 degrees 39 minutes as measured from North to West for a distance of 196.1 feet; thence Northwesterly along a tangential curve to the right having a radius of 6,177.36 feet (delta angle 5 degrees 12 minutes) for a distance of 556.3 feet; thence continuing Northwesterly along a compound curve to the right having a radius of 2,938.39 feet (delta angle 7 degrees 48 minutes) for a distance of 400 feet; thence continuing Northwesterly along a compound curve to the right having a radius of 3,437.87 feet (delta angle 13 degrees 00 minutes) for a distance of 777.0 feet to the end of said

compound curve; thence Northwesterly tangent to the last described curve a distance of 29.3 feet to the Point of Beginning of the Main Track centerline to be described; thence along a tangential curve to the left concave Southerly having a radius of 1,910.08 feet (delta angle 37 degrees 05 minutes) for a distance of 1,236 feet; thence Southwesterly tangent to the last described curve 3,814 feet; thence along a tangential curve to the left concave Southeasterly having a radius of 2,864.93 feet (delta angle of 18 degrees 00 minutes) a distance of 900 feet; thence Southwesterly tangent to last described curve a distance of 1,400 feet; thence along a tangential curve to the left concave Southeasterly having a radius of 5,729.65 feet (delta angle 4 degrees 34 minutes) a distance of 456.7 feet; thence Southwesterly tangent to last described curve 3,244.3 feet; thence along a tangential curve to the left concave Southeasterly having a radius of 2,864.93 feet (delta angle 14 degrees 08 minutes) a distance of 706 feet; thence Southwesterly tangent to last described curve 863 feet; thence along a tangential curve to the left concave Southeasterly having a radius of 2,864.93 feet (delta angle 24 degrees 47 minutes) a distance of 1,240 feet; thence Southwesterly tangent to last described curve a distance of 4,500 feet; thence along a tangential curve to the right concave Northwesterly having a radius of 1,637.28 feet (delta angle 79 degrees 20 minutes) a distance of 2,266.5 feet and there terminating.

MAIN TRACK CENTERLINE DESCRIPTION

Beginning at the point of termination of the hereinabove described Main Track centerline description; thence Westerly tangent to the last described curve 2,993.5 feet; thence Southwesterly along a tangential curve to the left having a radius of 1,910.08 feet (delta angle 42 degrees 00 minutes) a distance of 1,400 feet; thence Southwesterly tangent to the last described curve 1,000 feet; thence Southwesterly along a tangential curve to the right having a radius of 2,292.01 feet (delta angle 20 degrees 00 minutes) a distance of 800 feet; thence Southwesterly along a tangential compound curve to the right having a radius of 1,637.28 feet (delta angle 17 degrees 28 minutes) a distance of 499 feet; thence Westerly tangent to the last described curve 698.1 feet; thence Westerly along a tangential curve to the left having a radius of 2,864.93 feet (delta angle 13 degrees 40 minutes) a distance of 683.3 feet; thence Southwesterly tangent to the last described curve 1,457 feet; thence Westerly along a tangential curve to the right having a radius of 2,864.93 feet (delta angle 16 degrees 36 minutes) a distance of 830 feet and there terminating;

MAIN TRACK CENTERLINE DESCRIPTION

Beginning at the point of termination of the hereinabove described Main Track centerline description; thence Westerly tangent to the last described curve 6,709.6 feet; thence Westerly along a tangential curve to the left having a radius of 8,594.42 feet (delta angle 6 degrees 18 minutes) a distance of 945 feet; thence Southwesterly tangent to the last described curve 4,169.7 feet; thence Southwesterly tangent to the last described curve 4,169.7 feet; thence Southwesterly along a tangential curve to the left having a radius of 3,819.83 feet (delta angle 16 degrees 09 minutes) a distance of 1,076.7 feet; thence Southwesterly tangent to the last described curve 5,131 feet; thence Southwesterly along a tangential curve to the left having a radius of 2,864.93 feet (delta angle 19 degrees 20 minutes) a distance of 966.7 feet; thence Southwesterly tangent to the last described curve 10,123.9 feet, passing a point on the West line of Section 28, Township 117 North, Range 24 West, distant 2,272 feet South of the Northwest corner thereof; thence along a tangential curve to the left having a radius of 7,639.49 feet (delta angle 13 degrees 21

minutes) a distance of 7,779.4 feet; thence Southwesterly tangent to the last described curve 5,730.6 feet; thence Southwesterly along a tangential curve to the right having a radius of 5,729.65 feet (delta angle 10 degrees 27 minutes) a distance of 1,045 feet; thence Southwesterly tangent to the last described curve 3,193 feet to a point on the South line of Section 31, Township 117 North, Range 24 West, and there terminating.

Lying southeasterly, southerly and southwesterly of the following described line:
Commencing at the Southwest corner of Section 13, Township 117, Range 24, Hennepin County, Minnesota; thence North 03 degrees 09 minutes 54 seconds East, 942.10 feet; thence North 89 degrees 39 minutes 09 seconds East, 44.78 feet; thence North 12 degrees 47 minutes 55 seconds East, 9.85 feet to the POINT OF BEGINNING; thence continuing northerly along said line, a distance of 26.13 feet; thence northeasterly 45.61 feet along a tangential curve concave to the southeast having a radius of 34.00 feet and a central angle of 76 degrees 51 minutes 14 seconds; thence North 89 degrees 39 minutes 09 seconds East, 75.60 feet; thence easterly 75.63 feet along a tangential curve concave to the north having a radius of 1037.25 feet and a central angle of 04 degrees 10 minutes 40 seconds; thence North 85 degrees 28 minutes 30 seconds East, 173.49 feet; thence easterly 311.65 feet along a tangential curve concave to the south having a radius of 352.00 feet and a central angle of 50 degrees 43 minutes 43 seconds; thence South 25 degrees 28 minutes 02 seconds East not tangent to the last described curve, 47.85 feet; thence southeasterly 18.56 feet along a non-tangential curve concave to the right having a radius of 340.00 feet and a central angle of 03 degrees 07 minutes 42 seconds and a chord which bears South 34 degrees 33 minutes 17 seconds East; thence South 32 degrees 59 minutes 26 seconds East, 50.35 feet and said line there terminating.

EXCEPT that part of the above described parcels lying southerly of a line drawn 25 feet north of, and parallel with, the following described line:

Commencing at the southwest corner of the Southwest Quarter of Section 13, Township 117 North, Range 24 West, Hennepin County, Minnesota; thence north along the west line of said Southwest Quarter, a distance of 799.63 feet to the point of beginning of the line to be described; thence deflecting to the right 84 degrees 42 minutes 51 seconds a distance of 810.00 feet and said line there terminating.

Containing 79,587 square feet or 1.82 acres, more or less.

The east 29.00 feet of Lot 1, Block 1, MOUND VISIONS ADDITION, Hennepin County, Minnesota, as measured at right angles to the east line of said Lot 1. Containing 3,932 square feet or 0.09 acres, more or less.

Exhibit B

BMP Operations and Maintenance Manual

MOUND TRANSIT FACILITY

Prepared for:

City of Mound

City Project No. PW-0605

June 2007

Prepared by

SRF Consulting Group, Inc.

SRF No. 5731

**RAIN GARDEN
OPERATION AND MAINTENANCE**

Inspection Activities – Rain Garden

Inspection Activity	Recommended Inspection Frequency	Outcomes/Actions
1. Visual inspection for trash and debris in pretreatment, inlet, bioretention area, and outlet	Weekly and following large storm events	Notify maintenance staff/contractor of need for site clean-up (See Maintenance Activity 1)
2. Erosion in pretreatment, inlet, bioretention area, and outlet	Monthly and following large storm events	Notify maintenance staff/contractor of need for erosion repairs (See Maintenance Activities 2 & 5)
3. Sediment accumulation in pretreatment, inlet, bioretention area, and outlet	Monthly and following large storm events	Notify maintenance staff/contractor of need to remove sediment when drainage capabilities are reduced (See Maintenance Activity 3)
4. Vegetation & Mulch	Annual inspection for dead or diseased plants and void areas; Monthly inspections during growing season for weeds and vegetation damage	Notify vegetation maintenance staff/contractor of need for maintenance (See Maintenance Activities 4 & 5)
5. Inspect inlet and outlet structural components (if applicable)	As part of all inspection visits	Notify maintenance staff/contractor of any observed structural damage (See Maintenance Activity 8)
6. Dewatering	Annually and following large storm events	Notify maintenance staff/contractor if there is standing water at the surface or in observation wells (underdrain systems) 48-72 hours after a storm event (See Maintenance Activities 6 & 7)

** For additional information, see the *MPCA Stormwater Manual, 2005*

<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

Maintenance Activities – Rain Garden

Maintenance Activity	Frequency	Procedure
1. Trash and debris removal from pretreatment, inlets, bioretention area, and outlets	Weekly as per inspection or as needed	Handwork
2. Erosion repair	As needed	Handwork
3. Sediment removal	As required when infiltration is reduced	Handwork
4. Vegetation management	As needed based upon inspection	Follow appropriate vegetation management guidelines
5. Mulching	Remove existing mulch and replace all mulch every 2-3 years and as needed to cover eroded or void areas. Mulch shall consist of shredded bark, not chips.	Handwork
6. Dewatering	As needed based upon failure to drain within 48-72 hours of a storm event	Handwork (sediment removal; surface raking; core/disc aeration; punching holes in filter fabric lining, etc.)
7. Soil Replacement	When infiltration capacity is reduced	Remove clogged layer of soil from bioretention area with appropriate equipment and replace with new material
8. Repair structural components	As needed per inspection	Dependent on type of damage; Repair structure per manufacturer's recommendations

** For additional information, see the *MPCA Stormwater Manual, 2005*

<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

Bioretention/Rain Garden Inspection and Maintenance Record

BMP ID		Location	
Owner			
Inspection Date		Inspector	

Trash/Debris	Y/N	Location of trash/debris
Erosion	Y/N	Location of erosion
Sediment	Y/N	Location of accumulated sediment

Additional Inspection Comments

Comments on dewatering, vegetation needs, etc.

Maintenance Required	Y/N	Immediate Maintenance Required	Y/N
Maintenance Date		Maintenance Contractor	

Maintenance Comments

Bioretention/Rain Garden Vegetation Inspection and Maintenance Record

BMP ID		Location	
Owner			
Inspection Date		Inspector	

Vegetation Treatment Required	Y/N	Contractor	
Contact Date		Treatment Date	

Spray Record Information

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Vegetation Replanting Required	Y/N	Contractor	
Contact Date		Replanting Date	

Vegetation to be Replanted:

Inspect bioretention/rain garden vegetation (mid-summer) for vegetation damage, weeds and bare spots
--

**SAND FILTER
OPERATION AND MAINTENANCE**

Inspection Activities – Sand Filter

Inspection Activity	Recommended Inspection Frequency	Outcomes/Actions
1. Visual inspection for trash and debris	Monthly and following large storm events	Notify maintenance staff/contractor of need for debris removal (See Maintenance Activity 1)
2. Silt accumulation in filtration chamber or standing water over filter media	Every 3 months	Notify maintenance staff/contractor of need to remove sediment when silt depth exceeds 0.5 inches over the sand filter and/or if standing water exists over the filter media 40 hours after cessation of rainfall. (See Maintenance Activity 2)
3. Oil accumulation in device	Every 3 months or following a known bil or gasoline spill	Notify maintenance staff/contractor of need to remove oil when a layer of oil/gasoline develops on water surface in device (See Maintenance Activity 3)
4. Visual inspection structural and internal components of device	As part of all inspection visits	Notify maintenance staff/contractor of any cracks in the structure and of any broken or missing components of device (See Maintenance Activity 4)
5. Sediment accumulation in sedimentation chamber	Every 3 months	Notify maintenance staff/contractor of need to remove sediment when sediment depth exceeds 12 inches.

** For additional information, see the *MPCA Stormwater Manual, 2005*

<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

Maintenance Activities – Sand Filter

Maintenance Activity	Frequency	Description
1. Trash and debris removal from device	As needed per inspection	Remove trash and debris.
2. Sand media replacement	As needed per inspection	Remove top layer or all sand media as needed to remove clogged layers. Replace media per specifications
3. Oil removal	Every 3 months or following an oil or gasoline spill	Remove oil from water surface using appropriate oil absorbent material
4. Repair structural and internal components of device	As needed per inspection	Dependent on type of damage; Repair structure per specifications.
5. Sediment removal	Every 3 months and as needed per inspection	Remove accumulated sediment from device

** For additional information, see the *MPCA Stormwater Manual, 2005*

<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

Underground Sand Filter Structures Inspection and Maintenance Record

BMP ID		Location	
Owner			
Inspection Date		Inspector	

Trash/Debris	Y/N	Location of trash/debris
Erosion	Y/N	Location of erosion
Sediment	Y/N	Location and depth of accumulated sediment
Oil Accumulation	Y/N	

Additional Inspection Comments

Comments on structural components (weirs, drain pipes, etc.)
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Maintenance Required	Y/N	Immediate Maintenance Required	Y/N
Maintenance Date		Maintenance Contractor	

Maintenance Comments

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**STORMWATER POND
OPERATION AND MAINTENANCE**

Inspection Activities – Stormwater Pond

Inspection Activity	Recommended Inspection Frequency	Outcomes/Actions
1. Bare slope or eroded areas	Annually	Contact maintenance staff (See maintenance activity 1)
2. Sediment near inlets or outlet structure	Annually	Contact maintenance staff (See maintenance activity 2)
3. Cracking, bulging, or sliding of embankment	Annually and after major storms	Contact maintenance staff (See maintenance activity 1)
4. Rip rap at inlets and outlet structure	Annually	Contact maintenance staff (See maintenance activity 3)
5. Outlet structure free of debris	Annually and after major storms	Contact maintenance staff (See maintenance activity 4)
6. Outlet structure and inlets free of cracks and corrosion	Annually	Contact maintenance staff (See maintenance activity 5)
7. Undesirable vegetative growth or floating materials	Monthly	Contact maintenance staff (See maintenance activity 4)

** For additional information, see the *MPCA Stormwater Manual, 2005*

<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

Maintenance Activities – Stormwater Pond

Maintenance Activity	Frequency	Procedure
1. Revegetate and regrade bare and eroded areas	As needed per inspection	Handwork with topsoil and seed
2. Remove sediment	As needed per inspection and when volume below normal pool is ½ filled with sediment.	Backhoe, sediment disposed of in accordance with current disposal requirements
3. Replace or repair rip rap	As needed per inspection	Handwork, replace per specifications
4. Remove trash and floating debris	Annually and as needed per inspection	Rake, dispose of in accordance with current disposal requirements
5. Repair outlet structure or inlets	As needed per inspection	Repair or replace per specifications
6. Remove undesirable vegetative growth	As needed per inspection	Rake or approved herbicide

** For additional information, see the *MPCA Stormwater Manual, 2005*

<http://www.pca.state.mn.us/water/stormwater/stormwater-manual.html>

Stormwater Pond Inspection and Maintenance Record

BMP ID		Location
Owner		
Inspection Date		Inspector

Trash/Debris Y/N	Location of trash/debris
Embankment Erosion Y/N	Location of erosion
Sediment Y/N	Location and depth of accumulated sediment, permanent pool sediment depth
Rip Rap Stable Y/N	
Excessive Vegetation Y/N	

Additional Inspection Comments	
Outlet control structure free of cracks and corrosion.	

Maintenance Required Y/N	Immediate Maintenance Required Y/N
Maintenance Date	Maintenance Contractor

Maintenance Comments

**POROUS PAVERS (BIO-AQUIFER STORM SYSTEM)
OPERATION AND MAINTENANCE**

Inspection Activities – Porous Pavers

Inspection Activity	Recommended Inspection Frequency	Organization
1. Cracked pavers or uneven settling	Annually (monthly for the first season after construction)	Contact maintenance staff (See maintenance activity 3)
2. Level of fill material in voids	Annually (monthly for the first season after construction)	Contact maintenance staff (See maintenance activity 4)
3. Clogged filter material	Annually	Contact maintenance staff (See maintenance activity 1 and 2)

Maintenance Activities – Porous Pavers

Maintenance Activity	Frequency	Procedure
1. Sweep and vacuum surface	Every 3 months	Conventional sweeper with vacuums, brushes, and water
2. Low pressure hosing	Annually	Low pressure hose and replace fill material as necessary
3. Replace pavers and/or paver section	As needed per inspection	Replace or repair per specifications
4. Replace filler material	As needed per inspection	Replace per specifications

**Porous Pavers
Inspection and Maintenance Record**

BMP ID	Location
Owner	
Inspection Date	Inspector

Cracked or Settling Pavers	Y/N	Location
Sediment	Y/N	Location of accumulated sediment
Filter Material Level Adequate	Y/N	Location of deficiency

Additional Inspection Comments

Maintenance Required	Y/N	Immediate Maintenance Required	Y/N
Maintenance Date		Maintenance Contractor	

Maintenance Comments

Exhibit C

FIRST AMENDMENT to DECLARATION

1. The City of Mound (“City”) filed a Declaration for recording and registration in the Hennepin County Recorder-Registrar of Titles on April 2, 2008, as Document No. 9116204.
2. Under the Declaration, the City is obligated to maintain, in perpetuity, several stormwater management facilities, to the benefit of the Minnehaha Creek Watershed District (“District”), pursuant to a cooperative undertaking of the parties under which the District contributed funds for the construction of the facilities.
3. One facility, referenced in the Declaration as a Porous Paver System, has reached a condition in which it is not feasible to repair it to its functional design. The City has constructed a new stormwater management facility on other City property that replaces the stormwater management function of the Porous Paver System, and accordingly the parties concur that the City’s maintenance obligation with respect to the Porous Paver System should be released.
4. Therefore, section 1 of the Declaration hereby is amended to delete the phrase “Porous Paver System,” and the terms of Exhibit B to the Declaration under the section titled “Porous Pavers (Bio-Aquifer Storm System) Operation and Maintenance” no longer have application.
5. As amended by the preceding paragraph, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and year set forth.

CITY OF MOUND

_____ Date:
Jason Holt, Mayor

STATE of MINNESOTA
COUNTY of HENNEPIN

Acknowledged before me on _____, 2024, by Jason Holt as Mayor, City of Mound.

Notary Public

MINNEHAHA CREEK WATERSHED DISTRICT

Sherry White, President, Board of Managers

Date:

Acknowledged before me on _____, 2024, by Sherry White as President, Board of Managers, Minnehaha Creek Watershed District.

Notary Public

DECLARATION

THIS DECLARATION (“Declaration”) is made this _____ day of _____, 2024, by the City of Mound, a Minnesota municipal corporation, (“Declarant”) in favor of the Minnehaha Creek Watershed District (“MCWD”), a special purpose local unit of government with purposes and powers pursuant to Minnesota Statutes Chapters 103B and 103D.

WHEREAS Declarant owns real property within the City of Mound, Hennepin County, Minnesota, platted and legally described as:

Lot 1, Block 1, Mound Harbor

(the “Property”) and no one other than Declarant, [NAME HERE ANY PARTY OTHER THAN DECLARANT (FEE TITLE OWNER) HOLDING AN OWNERSHIP INTEREST IN THE PROPERTY] holds any right, title or interest in the Property;

WHEREAS Declarant desires to subject the Property to certain conditions and restrictions imposed by the MCWD as a condition to issuance of Permit #24-309 for the mutual benefit of the MCWD and the owners of the Property; and

WHEREAS Declarant further makes this Declaration pursuant to the “Funding Agreement, Mound Redevelopment Project, Phase IV, Stormwater Best Management Practices, Transit District,” dated January 9, 2008 (“Funding Agreement”), between Declarant and the MCWD, for the purpose of establishing its obligation to maintain certain stormwater management facilities specified herein in place of the “Porous Paver System” referenced in the Funding Agreement, which Declarant, with MCWD concurrence, intends to decommission.

NOW THEREFORE Declarant makes this Declaration and hereby declares that this Declaration constitutes covenants to run with the Property in perpetuity, and further declares that the Property shall be owned, used, occupied and conveyed subject to the covenants and further terms set forth in this Declaration, all of which bind all persons owning or acquiring any right, title or interest in the Property, and their heirs, successors, personal representatives and assigns, and any amendment hereto requires the consent of the MCWD. The following features identified on the scaled site plan for the Property attached hereto and incorporated herein as Attachment A will be maintained in perpetuity in accordance with the terms below:

- Sump Catch Basin
- Storm Manhole
- Perf Drain Tile
- Yard Drain
- RCP Storm Sewer
- Filtration Basin
- Outlet Control Structure
- Storm Catch Basin
- Clean Out

1. Facility Management Standards.

a. Culverts and outfall structures. Culverts and outfall structures must be inspected at least annually and kept clear of any obstructions or sediment accumulation. Sediment accumulation must be measured by a method accurate to within one vertical foot.

b. Biofiltration basin. Biofiltration basin will be inspected annually to ensure continued live storage capacity at or above the design volume. Invasive vegetation, excess sediment and debris will be removed as needed and healthy plant growth will be maintained to ensure that the facilities continue to perform per design.

c. Underground facilities. Underground storage facilities, drains and conveyances will be inspected at least annually to ensure continuing performance per design. Capacity of storage facilities is considered inadequate if sediment has decreased the storage volume by 50 percent of the original design volume. Accumulated debris and sediment will be removed, and inlet and outlet structures will be kept clear of any flow impediments.

d. Grit chambers, sump catch basins and sump manholes. Grit chambers, sump catch basins and sump manholes will be inspected annually of each year. All sediment and debris will be removed as needed such that the stormwater facilities operate as designed and permitted. During annual inspection the approximate depth of material that is accumulated in the structures during cleanout will be measured and reported to the MCWD.

e. Reporting. Declarant will submit to the MCWD annually a brief written report that describes stormwater facility maintenance activities performed under the Declaration, including dates, locations of inspections and the maintenance activities performed.

2. Violation. Both Declarant and a subsequent property owner are responsible to the MCWD for performance of the terms of this Declaration, each only during its term of ownership of the Property. The MCWD may seek any remedy in law or equity for a violation of any term of the Declaration.

3. Recitals. The recitals set forth above are expressly incorporated herein.

The remainder of this page intentionally left blank; signature page and attachments follow

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth.

DECLARANT CITY of MOUND

Jason Holt, Mayor

Kevin Kelly, City Clerk

STATE of MINNESOTA)
) ss.
COUNTY of HENNEPIN)

Acknowledged before me on _____, 2024, by Jason Holt and Kevin Kelly, as Mayor and City Clerk, respectively, of the City of Mound, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

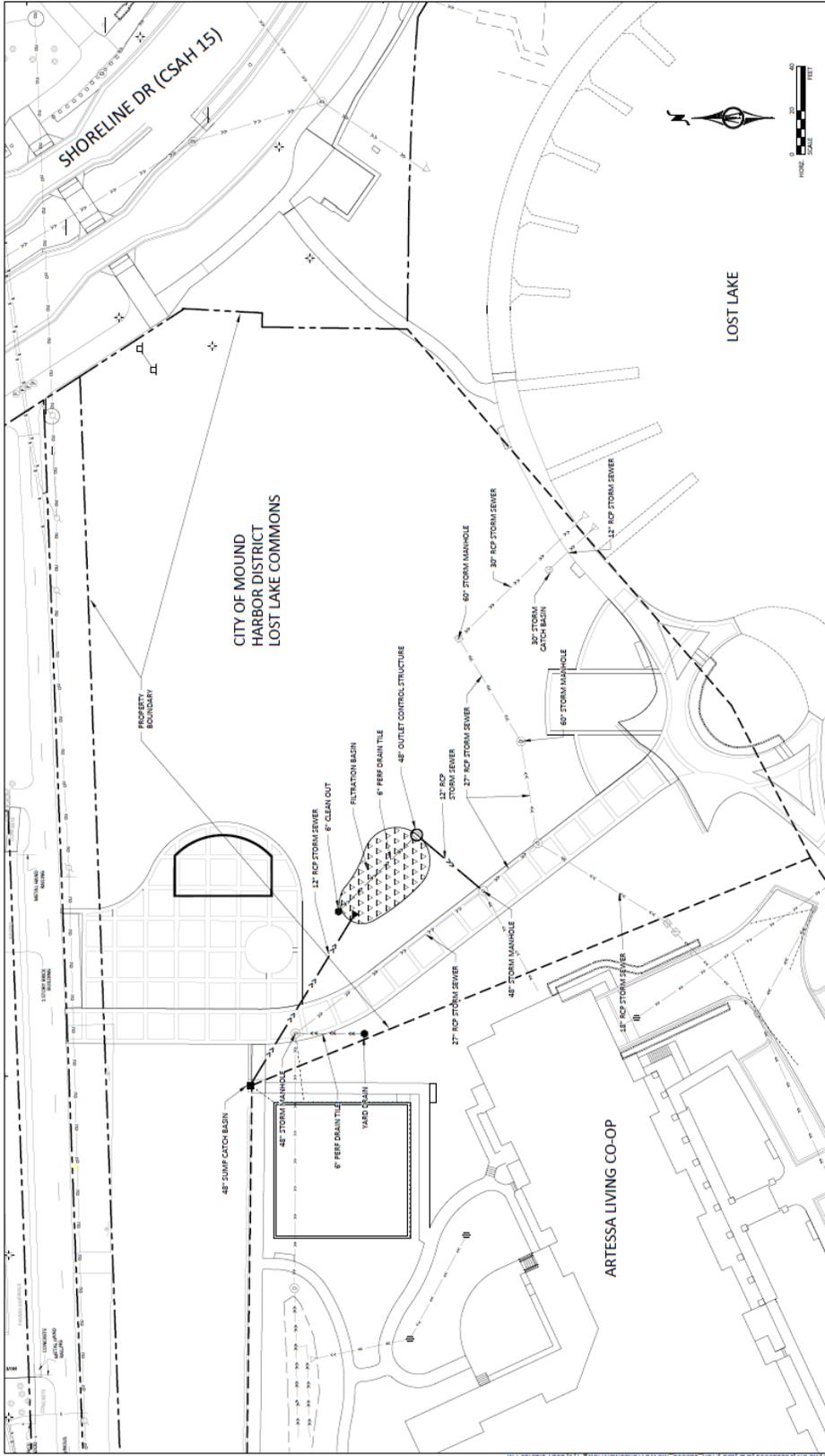
Drafted by:
Smith Partners PLLP
250 South Marquette Avenue
Suite 250
Minneapolis MN 55401

ATTACHMENT A



JULY 2024

LOST LAKE COMMONS STORMWATER TREATMENT
CITY OF MOUND, MN



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