



<b>Title:</b>	Approval of Issuance of MCWD Project Refunding Bonds by the City of Richfield for the Purpose of Debt Service Savings	
<b>Resolution number:</b>	20-082	
<b>Prepared by:</b>	Name: James Wisker Phone: 952.641.4509 Email: Jwisker@minnehahacreek.org	
<b>Recommended action:</b>	Approve the issuance of MCWD Project Refunding Bonds by the City of Richfield for the purposes of debt service savings.  Authorize and direct the Board President to execute the Second Amendment to the Agreement on behalf of the MCWD	
<b>Schedule:</b>	10/27/2020	Refunding Bond Sale
	11/12/2020	Board Action on Amendment to Cooperative Agreement
<b>Past Board action:</b>	February 5, 2013	Approve Cooperative Agreement for Taft-Legion Lake
	July 11, 2014	Approve First Amendment to Cooperative Agreement

**Summary:**

On February 5, 2013 the Minnehaha Creek Watershed District entered into a Cooperative Agreement with the City of Richfield for the Taft-Legion Lake Volume and Load Reduction Project. This agreement outlined the details for project financing, including that the City would issue bonds for the capital costs of the project and that the District would make payment to the City sufficient to pay the principal and the interest on the bonds.

The City of Richfield recently indicated its desire to issue refunding bonds to achieve debt service savings. Section 2.07 of the MCWD-Richfield Cooperative Agreement requires mutual agreement by the City and MCWD that the issuance of refunding bonds, for purposes of debt service savings or other purposes, is in their best interests.

MCWD Bond Counsel, Financial Advisors and General Counsel have reviewed the proposed bond refund and attached resolution, and find that the issuance of refunding bonds is in the interest of MCWD and recommend Board approval.

**Attachments:**

1. Draft Second Amendment to Cooperative Agreement
2. First Amendment to Cooperative Agreement



**RESOLUTION**

**Resolution number:** 20-082

**Title:** **Approving the Execution of a Second Amendment to the Cooperative Agreement with the City of Richfield with Respect to the Taft-Legion Lake Regional Volume and Load Reduction Project**

WHEREAS, the Minnehaha Creek Watershed District (the "MCWD") and the City of Richfield, Minnesota (the "City") entered into a Cooperative Agreement, dated February 5, 2013, as amended by a First Amendment to Cooperative Agreement, dated April 11, 2014 (the "Original Agreement"), pursuant to which the City agreed to construct, operate, and maintain a multi-phased water quality improvement project for Legion and Taft Lakes in the City, identified as the Taft-Legion Lake Regional Volume and Load Reduction Project; and

WHEREAS, under the terms of the Original Agreement, the MCWD, as a user of the City's storm water utility, agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the City's General Obligation Stormwater Revenue Bonds, Series 2013B (the "MCWD Project Bonds"), issued on March 21, 2013, in the original aggregate principal amount of \$2,770,000; and

WHEREAS, pursuant to a resolution to be considered by the City Council of the City on October 27, 2020, the City intends to issue its General Obligation Refunding Bonds, Series 2020B (the "Series 2020B Bonds"), in the approximate principal amount of \$3,255,000, and will use approximately \$1,825,000 of the proceeds of the Series 2020B Bonds (the "MCWD Project Refunding Bonds") to refund the outstanding MCWD Project Bonds on February 1, 2021; and

WHEREAS, prior to the issuance by the City of any bonds to refund the MCWD Project Bonds, the City and the MCWD are required to amend the Original Agreement to provide that the MCWD will pay the principal of and interest on such refunding bonds, in accordance with Section 2.07 of the Original Agreement; and

WHEREAS, there has been presented before the Board of Managers of the MCWD a form of Second Amendment to Cooperative Agreement (the "Second Amendment to Agreement") between the City and the MCWD, pursuant to which the MCWD will agree to make payments of utility charges to the City in amounts sufficient to pay the principal of and interest on the MCWD Project Refunding Bonds; and

NOW, THEREFORE, BE IT RESOLVED by the Minnehaha Creek Watershed District Board of Managers that:

1. MCWD approves the issuance of the MCWD Project Refunding Bonds by the City of Richfield for the purposes of debt service savings.
2. The Board of Managers hereby authorizes and directs the Board President to execute the Second Amendment to the Agreement on behalf of the MCWD, on advice of counsel and on advice of the MCWD's financial advisor that the MCWD project Refunding Bonds achieve debt service savings over the life of the MCWD Project Refunding Bonds in an amount of at least \$135,000
3. The schedule for payments to be made by the MCWD to pay the principal of and interest on the MCWD Project Refunding Bods shall be attached as Attachment A to the Second Amendment to the Agreement.

Resolution Number 20- 082 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_. Motion to adopt the resolution \_\_\_ eyes, \_\_\_ nays, \_\_\_ abstentions. Date: 10/22/2020

\_\_\_\_\_  
 Secretary Date: \_\_\_\_\_

**SECOND AMENDMENT TO COOPERATIVE AGREEMENT  
City of Richfield and Minnehaha Creek Watershed District**

**TAFT-LEGION LAKE VOLUME AND LOAN REDUCTION PROJECT**

This Second Amendment to Cooperative Agreement, dated November 19, 2020 (the “Second Amendment to Agreement”), is made by and between the Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth in Minnesota Statutes, Chapters 103B and 103D (the “MCWD”), and the City of Richfield, Minnesota, a city and political subdivision organized under its Charter and the laws of the State of Minnesota (the “City”).

**RECITALS**

A. The MCWD and the City entered into a Cooperative Agreement, dated February 5, 2013, as amended by a First Amendment to Cooperative Agreement, dated April 11, 2014 (the “Original Agreement”), pursuant to which the City agreed to construct, operate, and maintain a multiphased water quality improvement project for Legion and Taft Lakes in the City, identified as the Taft-Legion Lake Regional Volume and Load Reduction Project.

B. Under the terms of the Original Agreement, the MCWD, as a user of the City’s storm water utility, agreed to make payments to the City in amounts sufficient to pay the principal of and interest on the City’s General Obligation Stormwater Revenue Bonds, Series 2013B (the “MCWD Project Bonds”), issued on March 21, 2013, in the original aggregate principal amount of \$2,770,000.

C. Pursuant to a resolution adopted by the City Council of the City on October 27, 2020, the City is issuing its General Obligation Refunding Bonds, Series 2020B (the “Series 2020B Bonds”), in the original aggregate principal amount of [\$3,255,000], and will use [\$1,825,000] of the proceeds of the Series 2020B Bonds (the “MCWD Project Refunding Bonds”) to refund the outstanding MCWD Project Bonds on February 1, 2021.

D. The City and the MCWD are entering into this Second Amendment Agreement to provide for the MCWD’s pledge to make payments to the City in an amount sufficient to pay the principal of and interest on the MCWD Project Refunding Bonds, in accordance with Section 2.07 of the Original Agreement.

THEREFORE the City and the MCWD agree as follows:

A. Section 2.02 is revised to read as follows:

2.02. MCWD Payments – MCWD Project Refunding Bonds. As a user of the City’s storm water utility, the MCWD agrees to make payments to the City in the amounts set forth in Attachment A. Such payments shall be made three business days prior to each February 1 and August 1 during the term of the MCWD Project Refunding Bonds issued by the City. The storm water utility charges to be paid by MCWD are to provide the City with sufficient funds to pay the principal of and interest on the MCWD Project Refunding Bonds issued by the City. The storm water utility charges payable by the MCWD are as follows:

Principal of MCWD Project Refunding Bonds:	not to exceed \$_____
Bond Issuance Costs:	_____
Interest:	_____

“Bond issuance costs” includes underwriter compensation, reasonable legal and professional fees, the rating agency fee, the cost to print the official statement and limited and standard miscellaneous costs such as copy costs and underwriting regulatory fees.

B. The Original Agreement, as amended by this Second Amendment to Agreement, shall be deemed to be the “Agreement.”

C. Attachment A to this Second Amendment to Agreement, attached hereto and incorporated herein, replaces Attachment A to the Original Agreement and henceforth constitutes Attachment A of the Agreement.

D. Except as explicitly amended hereby, the Original Agreement and all terms therein remain in full force and effect.

(The remainder of this page is intentionally left blank.)

IN TESTIMONY WHEREOF, the City and the MCWD have executed this Second Amendment to Cooperative Agreement by their authorized officers as of the date and year first written above.

**CITY OF RICHFIELD, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

Execution page of the MCWD to the Second Amendment to Cooperative Agreement, dated as of the date and year first written above.

**MINNEHAHA CREEK WATERSHED  
DISTRICT**

By \_\_\_\_\_  
Its President

Approved for form and execution:

\_\_\_\_\_  
MCWD Counsel

**ATTACHMENT A**

**REVISED MCWD PAYMENT SCHEDULE**

[Insert schedule based on debt service schedule from Ehlers]

**FIRST AMENDMENT to  
COOPERATIVE AGREEMENT  
City of Richfield and Minnehaha Creek Watershed District**

**TAFT-LEGION LAKE VOLUME AND LOAD REDUCTION PROJECT**

This Amendment is made by and between the Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D (MCWD), and the City of Richfield, a charter city and political subdivision of the State of Minnesota ("City").

**Recitals**

A. On February 5, 2013, the MCWD and the City entered into a Cooperative Agreement ("Agreement") to construct, operate and maintain a water quality improvement project for Legion and Taft Lakes within the City, identified as the Taft-Legion Lake Regional Volume and Load Reduction Project ("Project").

B. The Agreement identifies certain amendments that the parties will make once further project details are determined. The parties also wish to amend the Agreement to provide for phasing of construction activity and to clarify certain terms in the Agreement.

THEREFORE the City and the MCWD agree as follows:

A. The Agreement is amended by adding a new Section 1.10 as follows:

1.10. Project Phasing. The City intends to separate the design, procurement and construction of the Project into four phases, and may award the contracts for separate phases to different contractors. Sections 1.01 through 1.09 apply to each phase.

B. Section 2.02 of the Agreement is revised to read as follows:

2.02. MCWD Payments. As a user of the City's storm water utility, the MCWD agrees to make payments to the City in the amounts set forth in Attachment A. Such payments shall be made three business days prior to each February 1 and August 1 during the term of the bonds issued by the City pursuant to Section 2.01. The storm water utility charges to be paid by MCWD are to provide the City with sufficient funds to pay the principal of and interest on the bonds issued by the City pursuant to Section 2.01 above. The total storm water utility charges payable by the MCWD are as follows:

Design and Construction:	not to exceed \$2,700,000
Bond Issuance Costs:	\$ 61,462
Interest:	\$ 704,662

"Bond issuance costs" includes underwriter compensation, reasonable legal and professional fees, the rating agency fee, the cost to print the official



statement and limited and standard miscellaneous costs such as copy costs and underwriting regulatory fees.

C. Section 2.04 of the Agreement is revised to read as follows:

2.04. Cost Responsibility. If, for a specific phase, the contract design and awarded construction contract price together exceed the following figure, the City will be responsible for the remainder of the price or may terminate the Project if it determines not to assume responsibility for that additional cost:

Phase 1:	Frontage road replacement	\$ 600,000
Phase 2:	Infiltration system	\$ 807,500
Phase 3:	Flocculation treatment system and grit chambers	\$1,200,000
Phase 4:	Native buffers	\$ 50,000

Notwithstanding the foregoing, when Project construction is completed, the MCWD will be responsible for the aggregate contract design and awarded construction contract price for the four phases, up to a total of \$2,700,000. Any further cost will be borne by the City. The City will be responsible for any increase in a construction contract price after the construction contract has been awarded. The City in its discretion may include an extraordinary call in the bonds in the event the Project, or one or more phases thereof, does not proceed.

D. Section 3.01 of the Agreement is revised to read as follows:

3.01. Project Operation, Maintenance and Monitoring. On completion of each phase of Project construction, and without cost or expense to the MCWD, the City will be responsible for all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the Project and all of the facilities constructed thereunder, including but not limited to the following:

- A. The City will provide for the proper operation and maintenance of the Project facilities, including pumps; channels and pipes that convey storm water; proprietary and non-proprietary infiltration systems; other storm water management devices, and flocculation handling equipment.
- B. The City will monitor the operation and performance of the infiltration and flocculation treatment system in accordance with Attachment B hereto, to assess the flow rate and/or volume of water treated as well as the performance of the treatment system.
- C. The City will manage and maintain the native vegetation established as part of the Project.

D. If the monitoring shows the system is not performing as intended, after consulting with the MCWD the City will take feasible actions to improve project performance. A feasible action is one that is technically attainable at a cost not grossly disproportionate to the performance benefit it is capable of achieving.

The City will maintain and monitor the Project in perpetuity in accordance with the terms set forth in Attachments B and C to this Agreement.

E. Section 5.05 of the Agreement is revised to read as follows:

5.05 Project Managers. Each notification required by this Agreement must be made to the project manager. The MCWD's project manager for the purpose of the administration of this Agreement is:

Becky Houdek, Planner  
Minnehaha Creek Watershed District  
15320 Minnehaha Boulevard  
Minnetonka, MN 55345  
(952) 471-0590

The City's project manager for the purpose of the administration of this Agreement is:

Kristin Asher, City Engineer  
City of Richfield  
1901 East 66<sup>th</sup> Street  
Richfield, MN 55423  
(612) 861-9795

Contact information will be kept current and either contact may be changed by a party by written notification to the other party.

F. Attachments A and B to this Amendment, attached hereto and incorporated herein, replace Attachments A and B of the Agreement, respectively, and henceforth constitute Attachments A and B of the Agreement.

G. Except as explicitly amended hereby, the Agreement and all terms therein remain in full force and effect.

IN TESTIMONY WHEREOF the parties have executed this Amendment by their authorized officers.

**CITY OF RICHFIELD**


By Debbie Coeth  
Its Mayor

Date:


By   
Its City Manager

Date:

**MINNEHAHA CREEK WATERSHED DISTRICT**

By  Date: 7-16-2019  
Its President

***Approved for form and execution:***

  
MCWD Counsel

## Attachment A - MCWD Payment Schedule

Due Date	Payment Amount	Annual Total
1/27/2014	\$ 125,619.88	
7/27/2014	\$ 29,227.50	\$ 154,847.38
1/27/2015	\$ 149,227.50	
7/27/2015	\$ 28,027.50	\$ 177,255.00
1/27/2016	\$ 148,027.50	
7/27/2016	\$ 26,827.50	\$ 174,855.00
1/27/2017	\$ 151,827.50	
7/27/2017	\$ 25,577.50	\$ 177,405.00
1/27/2018	\$ 150,577.50	
7/27/2018	\$ 24,327.50	\$ 174,905.00
1/27/2019	\$ 149,327.50	
7/27/2019	\$ 23,077.50	\$ 172,405.00
1/27/2020	\$ 148,077.50	
7/27/2020	\$ 21,827.50	\$ 169,905.00
1/27/2021	\$ 151,827.50	
7/27/2021	\$ 20,527.50	\$ 172,355.00
1/27/2022	\$ 150,527.50	
7/27/2022	\$ 19,227.50	\$ 169,755.00
1/27/2023	\$ 154,227.50	
7/27/2023	\$ 17,877.50	\$ 172,105.00
1/27/2024	\$ 152,877.50	
7/27/2024	\$ 16,527.50	\$ 169,405.00
1/27/2025	\$ 156,527.50	
7/27/2025	\$ 15,127.50	\$ 171,655.00
1/27/2026	\$ 155,127.50	
7/27/2026	\$ 13,622.50	\$ 168,750.00
1/27/2027	\$ 158,622.50	
7/27/2027	\$ 12,063.75	\$ 170,686.25
1/27/2028	\$ 162,063.75	
7/27/2028	\$ 10,301.25	\$ 172,365.00
1/27/2029	\$ 160,301.25	
7/27/2029	\$ 8,538.75	\$ 168,840.00
1/27/2030	\$ 163,538.75	
7/27/2030	\$ 6,562.50	\$ 170,101.25
1/27/2031	\$ 166,562.50	
7/27/2031	\$ 4,522.50	\$ 171,085.00
1/27/2032	\$ 169,522.50	
7/27/2032	\$ 2,295.00	\$ 171,817.50
1/27/2033	\$ 172,295.00	\$ 172,295.00
<b>Total</b>	<b>\$ 3,422,792.38</b>	

## **ATTACHMENT B - Operation and Monitoring Plan (updated May 13<sup>th</sup>, 2014)**

Outlined below, please find the activities that shall be undertaken as part of the Operation and Monitoring of the Taft Lake/Legion Lake Water Quality Improvement Project.

### **I. Operational Activities:**

#### **Infiltration system:**

- City will typically operate system from late April/May through October/November when water levels are above specified elevations.
- Water may be pumped from the west and/or south storm water ponds surrounding Legion Lake for infiltration when water levels in the lake are at or above the lake overflow outlet elevation or no greater than .5 feet below the outlet elevation. Should water levels in Taft Lake be observed to be at or greater than 1 foot below the run out elevation, pumping of water from Legion Lake shall be discontinued to increase probability that water will overflow from Legion Lake and replenish water levels in Taft Lake. These elevations may be subject to modification in the future and may vary from month to month or year to year based on input from DNR, MCWD, City Staff or residents.
- Water may be pumped from Taft Lake for infiltration when water levels in the lake are at or above the lake overflow outlet elevation or no greater than .5 feet below the outlet elevation. These elevations may be subject to modification in the future and may vary from month to month or year to year based on input from DNR, MCWD, City Staff or residents.
- The City intends to operate each of the three infiltration systems by pumping at approximately 100 gallons per minute (gpm) for an estimated annual volume reduction of 120-240 acre-feet.
- Water levels in infiltration trenches will be monitored. Pumping rates and times will be adjusted to maximize infiltration capabilities of system, but also take into consideration the reasonable use of the park system in the area. Generally, pumping into infiltration system will be monitored to limit saturated soils zone in area of infiltration trench to be at least 1 foot below the ground surface and restrict pumped water from overflowing the trench area and reaching the surrounding ground surface.

#### **Flocculation treatment system:**

- Operate system from April/May to October/November provided lake quality will reasonably benefit from operation, consistent with permit and other applicable terms.
- Pump water from lake using either hypolimnetic intake or surface intake. Preference will be to use hypolimnetic intake unless operational issues limit use (i.e. odor, other influent treatment considerations).

- The City intends to operate the system by pumping between 250-400 gpm which is estimated to treat between 200-320 acre-feet of stormwater annually.

### **Performance of Systems:**

The August 2012 Feasibility Report estimated that the combined BMP's for the project would achieve between 134-280 acre-feet of volume reduction and between 167-413 pounds of phosphorus load reduction annually. The City will monitor and adjust operation of the systems as needed to achieve reductions within this range provided that there is sufficient volume available for infiltration without lowering lake levels below the elevations specified above.

### **Modifications to Operational Plan:**

It is recognized that the operation of this system needs to be flexible and the above plan may need to be changed. MCWD staff shall be consulted on any changes, and appropriate approvals, as deemed required by the agreement between the City and the MCWD, shall be secured.

## **II. Monitoring Activities**

A monitoring plan has been developed to provide water quality and quantity monitoring within the Taft and Legion Lake Project area. Please note that this does not include the monitoring required to operate the flocculation treatment system. These activities will be in conformance with the specific requirements outlined in the MPCA MS4 permit for these systems. A copy of these requirements is attached to this plan.

In regard to the monitoring associated with this project, the following general objectives have been identified along with the specific tasks that will be completed:

- Objective 1:** Estimate storm water runoff volumes within selected watersheds in order to further refine the estimated rainfall to runoff ratios for each basin.
- Objective 2:** Measure surface water elevations and compute volume reductions to further refine the estimated infiltration and evaporation rates for each of the selected basins.
- Objective 3:** Monitor rainfall amounts within the City to determine the duration and intensity and to refine the estimated runoff ratios.
- Objective 4:** Measure surface water discharge volumes from Taft Lake.
- Objective 5:** Collect water samples from within Legion Lake to estimate the lake's water quality.
- Objective 6:** Collect epilimnion and hypolimnion water samples and water quality data from Taft Lake to observe changes that occur within the lake and to define its trophic state.
- Objective 7:** Estimate total phosphorus loading to Lake Nokomis.

**Objective 8:** Quantify volume and pollutant load reductions achieved by the Project.

**Objective 9:** Sample Taft Lake for chloride concentrations during periods of spring runoff.

**Objective 10:** Provide MS4 compliance support for Minimum Control Measure (MCM) 3: Illicit Discharge and 6: Pollution Prevention and Good Housekeeping.

The tasks associated with completing the objectives of the monitoring effort are described below:

**Task 1: Measure Rainfall Amounts**

As part of this task, install two continuous rainfall monitors within the City which will record the date and duration of each rainfall event. This rainfall data will provide the information necessary to determine the rainfall to runoff ratios for each basin.

**Task 2: Measure Surface Water Elevations within Selected Basins**

As part of this task, the City will install continuous surface water measuring devices, which will record surface water elevations on an hourly basis during the monitoring period (April/May through November). This elevation data will provide information necessary to determine the evaporation and infiltration rates and rainfall to runoff ratios for Taft Lake and Legion Lake.

**Task 3: Measure Discharge Volumes from Taft Lake and Legion Lake.**

As part of this task, the City will install and remove a velocity meter at the outlet of Taft Lake, and a weir at Legion Lake with associated stage level recorders, which will allow discharge rate and volume measurements and records to be maintained for both lake outlets during the monitoring period (April/May through November).

**Task 4: Measure the Water Quality within Taft Lake and Legion Lake.**

As part of this task, the City will perform water quality sampling and water quality data collection on a monthly basis, from May to September, within Taft Lake and Legion Lake. For Taft Lake, this task will include sample collection from the epilimnion and hypolimnion layers of the lake, and the measurement of dissolved oxygen levels, water temperature, and water clarity. Sampling will be conducted according to the MPCA "Guidance Manual for Assessing the Quality of Minnesota Surface Waters for Determination of Impairment". Water samples will be analyzed for total and ortho phosphorus (TP and OP), total suspended solids (TSS), and Chlorophyll A. This data will be shared with the MCWD and MPCA annually.

**Task 5: Measure Chloride Levels during Spring Runoff**

As part of this task, the City will obtain spring runoff water samples and provide analysis for chlorides. Sampling will occur at selected basins twice between February and April in selected locations.

**Task 6: Measure Performance of Infiltration and Flocculation Systems** In addition to the lake monitoring in Task 4, the City will monitor the quality of water in the two stormwater ponds surrounding Legion Lake at least monthly based on collection of grab samples and

analyze for total phosphorus, ortho-phosphorus, and total suspended solids. The City will monitor the quality of effluent leaving the flocculation treatment system at least monthly based on grab samples that are analyzed for TP, OP, TSS, and ph. The City will also monitor flow pumped through the infiltration and flocculation treatment systems continually when in use so annual volume removed and or treated can be measured.

**Task 7: Data Analysis and Interpretation**

As part of this task, the data that is collected on a monthly basis will be reviewed to identify if there are any changes that need to be made to the monitoring protocol. Annually, at the end of the monitoring period, the data will be analyzed to determine infiltration and evaporation rates, rainfall to runoff ratios, discharge volumes, pollutant loading and reduction rates. A report summarizing the findings will be forwarded to the MCWD for their information.

**Task 8: Reporting**

The City will submit an annual report to the Minnehaha Creek Watershed District for prior year's monitoring by June 30<sup>th</sup>. The report will include an interpretation of the data to the extent needed to quantify the annual removal of total phosphorus, ortho-phosphorus, and water volume provided by the BMP's, and provide a comparison of these removals to those projected in the feasibility report. The report will also provide recommendations on any suggested changes to the operation and monitoring activities that may be deemed reasonable for the coming year.



**F. Alum or Ferric Chloride Phosphorus Treatment Systems**

If the permittee uses an alum or ferric chloride phosphorus treatment system, the permittee shall comply with the following:

**1. Minimum Requirements of an Alum or Ferric Chloride Phosphorus Treatment System**

**a. Limitations**

- (1) The permittee shall use the treatment system for the treatment of phosphorus in **stormwater. Non-stormwater discharges** shall not be treated by this system.
- (2) The treatment system must be contained within the conveyances and **structural stormwater BMPs** of a small **MS4**. The utilized conveyances and **structural stormwater BMPs** shall not include any **receiving waters**.
- (3) Phosphorus treatment systems utilizing chemicals other than alum or ferric chloride must receive written approval from the **Agency**.
- (4) In-lake phosphorus treatment activities are not authorized under this permit.

**b. Treatment System Design**

- (1) The treatment system shall be constructed in a manner that diverts the **stormwater** flow to be treated from the main conveyance system.
- (2) A **High Flow Bypass** shall be part of the inlet design.
- (3) A flocculent storage/settling area shall be incorporated into the design, and adequate maintenance access must be provided (minimum of 8 feet wide) for the removal of accumulated sediment.

**2. Monitoring During Operation**

- a. A designated **person** shall perform visual monitoring of the treatment system for proper performance at least once every seven (7) days, and within 24 hours after a rainfall event greater than 2.5 inches in 24 hours. Following visual monitoring which occurs within 24 hours after a rainfall event, the next visual monitoring must be conducted within seven (7) days after that rainfall event.
- b. Three benchmark monitoring stations shall be established. Table B-1 shall be used for the parameters, units of measure, and frequency of measurement for each station.
- c. Samples shall be collected as grab samples or flow-weighted 24-hour composite samples.
- d. Each sample, excluding pH samples, must be analyzed by a laboratory certified by the MDH and/or the MPCA, and:
  - (1) Sample preservation and test procedures for the analysis of pollutants shall conform to 40 CFR Part 136 and Minn. R. 7041.3200.
  - (2) Detection limits for dissolved phosphorus, dissolved aluminum, and dissolved iron shall be a minimum of 6 micrograms per liter ( $\mu\text{g/L}$ ), 10  $\mu\text{g/L}$ , and 20  $\mu\text{g/L}$ , respectively.
  - (3) pH must be measured within 15 minutes of sample collection using calibrated and maintained equipment.

**Table B-1:**  
**Monitoring Parameters During Operation**

Station	Alum Parameters	Ferric Parameters	Units	Frequency
Upstream- Background	Total Phosphorus	Total Phosphorus	mg/L	1 x week
	Dissolved Phosphorus	Dissolved Phosphorus	mg/L	1 x week
	Total Aluminum	Total Iron	mg/L	1 x month
	Dissolved Aluminum	Dissolved Iron	mg/L	1 x week
	pH	pH	SU	1 x week
	Flow	Flow	Mgd	Daily
Alum or Ferric Chloride Feed	Alum	Ferric	Gallons	Daily Total Dosed In Gallons
Discharge From Treatment	Total Phosphorus	Total Phosphorus	mg/L	1 x week
	Dissolved Phosphorus	Dissolved Phosphorus	mg/L	1 x week
	Total Aluminum	Total Iron	mg/L	1 x month
	Dissolved Aluminum	Dissolved Iron	mg/L	1 x week
	pH	pH	SU	1 x week
	Flow	Flow	Mgd	Daily

e. In the following situations, the permittee shall perform corrective action(s) and immediately notify the Minnesota Department of Public Safety Duty Officer at 1-800-422-0798 (toll free) or 651-649-5451 (Metro area):

- (1) The pH of the discharged water is not within the range of 6.0 and 9.0
- (2) Any indications of toxicity or measurements exceeding water quality standards
- (3) A spill, as defined in Minn. Stat. § 115.01, subd. 13, of alum or ferric chloride

3. Reporting and Recordkeeping

a. Annual Reporting

The permittee shall submit the following information with the Annual Report in Part IV.B. The Annual Report must include a month-by-month summary of:

- (1) Date(s) of operation
- (2) Chemical(s) used for treatment
- (3) Gallons of water treated
- (4) Gallons of alum or ferric chloride treatment used
- (5) Calculated pounds of phosphorus removed
- (6) Any performance issues and the corrective action(s), including the date(s) when corrective action(s) were taken

b. On-Site Recordkeeping

A record of the following design parameters shall be kept on-site:

- (1) Site-specific jar testing conducted using typical and representative water samples in accordance with ASTM D2035-08 (2003)
- (2) Baseline concentrations of the following parameters in the influent and receiving waters:

- (a) Aluminum or Iron
- (b) Phosphorus

(3) The following system parameters and how each was determined:

- (a) Flocculent settling velocity
- (b) Minimum required retention time
- (c) Rate of diversion of **stormwater** into the system
- (d) The flow rate from the discharge of the outlet structure
- (e) Range of expected dosing rates

#### 4. Treatment System Management

The following site-specific procedures shall be developed and a copy kept on-site:

- a. Procedures for the installation, operation and maintenance of all pumps, generators, control systems, and other equipment
- b. Specific parameters for determining when the solids must be removed from the system and how the solids will be handled and disposed of
- c. Procedures for cleaning up and/or containing a spill of each chemical stored on-site

#### G. Stormwater Pollution Prevention Program (SWPPP) Modification

1. The **Commissioner** may require the **permittee** to modify the **SWPPP** as needed, in accordance with the procedures of Minn. R. 7001, and may consider the following factors:
  - a. Discharges from the **small MS4** are impacting the quality of **receiving waters**.
  - b. More stringent requirements are necessary to comply with state or federal regulations.
  - c. Additional conditions are deemed necessary to comply with the goals and applicable requirements of the Clean Water Act and protect water quality.
2. Modifications that the **permittee** chooses to make to the **SWPPP** document developed under Part II.D, other than modifications authorized in Part III.G.3 below, must be approved by the **Commissioner** in accordance with the procedures of Minn. R. 7001. All requests must be in writing, setting forth schedules for compliance. The request must discuss alternative program modifications, assure compliance with requirements of the permit, and meet other applicable laws.
3. The **SWPPP** document may only be modified by the **permittee** without prior approval of the **Commissioner** provided it is in accordance with a. or b. below, and the **Commissioner** is notified of the modification in the Annual Report for the year the modification is made.
  - a. A **BMP** is added, and none subtracted, from the **SWPPP** document.
  - b. A less effective **BMP** identified in the **SWPPP** document is replaced with a more effective **BMP**. The alternate **BMP** shall address the same, or similar, concerns as the ineffective or failed **BMP**.

**COOPERATIVE AGREEMENT**  
**City of Richfield and Minnehaha Creek Watershed District**

**TAFT-LEGION LAKE VOLUME AND LOAD REDUCTION PROJECT**

This Agreement is made by and between the Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D (MCWD), and the City of Richfield, a charter city and political subdivision of the State of Minnesota (City).

**Recitals**

A. The City has proposed to construct and operate a regional stormwater treatment facility to fully and immediately treat the entire Taft Lake watershed (1533 acres) using both traditional and innovative methods and providing for high-quality treatment with measurable results.

B. The MCWD has adopted its Water Management Plan Update (April 2007) (WMP), a watershed management plan within the meaning of Minnesota Statutes §103B.231. The WMP includes a capital improvement program (CIP) that lists a number of water quality capital improvements.

C. Pursuant to a WMP amendment adopted by the MCWD Board of Managers on July 26, 2012, the CIP includes a water quality improvement project for Legion and Taft Lakes within the City, identified as the Taft-Legion Lake Regional Volume and Load Reduction Project ("Project"). The Project is more fully described in the Feasibility Report prepared by WSB & Associates for the City of Richfield (May 2010, updated July 2011 and August 2012) ("Feasibility Report").

D. The City has requested that the MCWD participate financially in the Project. The MCWD is willing to contribute funding for design and construction in the manner and aggregate amount herein set forth.

THEREFORE the City and the MCWD agree as follows:

**ARTICLE I - CONSTRUCTION by the CITY**

- 1.01. Preparation of Plans and Specifications. The City will design the Project and prepare construction plans and specifications. Plans and specifications are subject to approval by the MCWD's project manager (the "Approved Plans").
- 1.02. Contract Award. The City will receive bids and award a construction contract in accordance with applicable bidding laws.
- 1.03. Documents to be Furnished to the MCWD. Within seven days of opening bids for the construction contract, the City will submit to the MCWD project manager a copy of the low bid and an abstract of all bids together with the City's request for MCWD concurrence in the contract award. The City will not award the construction contract until the MCWD advises the City in writing of its concurrence therein.
- 1.04. Rejection of Bids. The City may reject any or all bids for the construction contract. If all bids

are rejected, either party may request in writing that the bidding process be repeated. On the other party's written concurrence, the City will repeat the bidding process within a reasonable period of time, without cost or expense to the MCWD.

- 1.05. Contract Direction and Supervision. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer.
- 1.06. Completion of Construction. The City will cause the contract construction to be started and completed in accordance with the time schedule in the contract documents. The City may extend the contract completion date for unavoidable delays encountered in performance, with written concurrence of the appropriate City official and the MCWD project manager.
- 1.07. Changes to the Approved Plans. The City will notify the MCWD of any change from the Approved Plans before it is approved by the City, except for field changes, of which the MCWD may be notified promptly after approval. Any change that may affect Project water quality or flow outcomes, or ecologic impacts, is subject to written concurrence of the MCWD project manager before it is implemented by the City by means of change order, work change directive or other means. Where concurrence is required, the MCWD will review and advise the City promptly.
- 1.08. Compliance with Laws, Ordinances and Regulations. In awarding and administering the construction contract and performing construction, the City will comply and cause its contractor to comply with all federal, state and local laws, and all applicable ordinances and regulations.
- 1.09. Right-of-Way, Easements and Permits. The City will obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the contract construction, including applicable MCWD permits. The City will comply with Minnesota Statutes §216D.04, subdivision 1a, to identify underground facilities before soliciting bids.

## ARTICLE II – PROJECT FINANCING

- 2.01 City to Issue Bonds. The parties intend that the City will finance the design and construction of the Project by issuing general obligation storm water revenue bonds. The parties understand and acknowledge that in order to issue general obligation storm water revenue bonds, the City reasonably expects to collect sufficient storm water utility charges under this agreement to pay the principal of and interest on the bonds. The City will work cooperatively with the MCWD to structure the debt service on the bonds prior to offering the bonds for sale, so that the debt service structure will fit within the MCWD's budgetary constraints. The City's financial consultant and the MCWD's financial consultant will review the market interest rates for general obligation bonds prior to the sale of the bonds to ensure that both the City and the MCWD determine that moving forward with the bond sale is acceptable. The City will issue general obligation bonds in a principal amount that equals its engineer's estimate of the cost of the Project, plus estimated costs of bond issuance. The MCWD will not be an issuer, co-issuer or signatory to any notes or obligations pursuant to this section and will pledge no taxes for the payment of such notes and obligations. The parties acknowledge and understand that the bonds do not represent a general obligation of the MCWD nor shall

the bonds constitute or give rise to any pecuniary liability of the MCWD or any charge on its general credit or taxing powers. The City further acknowledges that the MCWD has no obligations to the owners of the bonds issued by the City. Notwithstanding, nothing in this section excuses or diminishes the MCWD's payment obligations under section 2.02, below.

- 2.02. MCWD Payments. As a user of the City's storm water utility, the MCWD agrees to make payments to the City in the amounts set forth in Attachment A. Such payments shall be made three business days prior to each February 1 and August 1 during the term of the bonds issued by the City pursuant to Section 2.01. The storm water utility charges to be paid by MCWD are to provide the City with sufficient funds to pay the principal of and interest on the bonds issued by the City pursuant to Section 2.01 above. The total storm water utility charges payable by the MCWD are estimated as follows:

Design:	\$675,000
Construction:	\$2,025,000
Bond Issuance Costs:	\$70,000
Interest:	\$685,000

"Bond issuance costs" includes underwriter compensation, reasonable legal and professional fees, the rating agency fee, the cost to print the official statement and limited and standard miscellaneous costs such as copy costs and underwriting regulatory fees. On the City's sale of the bonds and award of the construction contract, the parties will revise this Agreement so that the estimated amounts above and the schedule in Attachment A will reflect actual design, construction, bond issuance and interest costs.

- 2.03. Opinion of Counsel. On the sale of the bonds by the City pursuant to Section 2.01, the MCWD shall provide the City's bond counsel with an opinion from its legal counsel that the MCWD's promise to pay storm sewer utility charges in amounts sufficient to pay annual debt service on the bonds under this Agreement is a duly authorized and valid and binding commitment of the MCWD and is enforceable pursuant to the terms of this Cooperative Agreement.
- 2.04. If the lowest responsive bid price of a responsible bidder for the Project construction exceeds \$2,700,000, the City will be responsible for the remainder of the construction contract price or may terminate the Project if it determines not to assume responsibility for that additional cost. The City in its discretion may include an extraordinary call in the bonds in the event the Project does not proceed. The City will be responsible for any increase in the construction contract price after the construction contract has been awarded.
- 2.05. City Warranty of Land Rights. During the period in which the MCWD is obligated to make storm water utility user payments under Attachment A, if the Project ceases to be able to provide performance in accordance with the Approved Plans due to the City's loss of regulatory approvals or lack of adequate real property interests to continue to maintain and operate the Project, including encumbrances that interfere with same, then the MCWD's obligation ceases as to any payments due on or after the date of such disability.
- 2.06. Excess Bond Proceeds. If proceeds of the bonds remain after Project completion, the City will notify the MCWD of the amount of such excess proceeds. The City will expend the excess

bond proceeds to pay debt service on the bonds on the next payment dates for the bonds until the excess bond proceeds are expended. There shall be a corresponding decrease in the MCWD's required payments (set forth in Attachment A) on such payment dates.

- 2.07. Refunding Bonds. If the City and the MCWD determine that it is in their best interests for the City to issue refunding bonds to redeem and prepay the bonds described herein for purposes of debt service savings or any other purpose mutually agreed upon by the City and MCWD, this Agreement shall be amended so that Section 2.02 and Attachment A provide that the MCWD shall pay the principal and interest payments on the refunding bonds.

### ARTICLE III – POST-CONSTRUCTION OBLIGATIONS

- 3.01. Project Operation, Maintenance and Monitoring. On completion of Project construction, and without cost or expense to the MCWD, the City will be responsible for all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the Project and all of the facilities constructed thereunder, including but not limited to the following:

- A. The City will provide for the proper operation and maintenance of the Project facilities, including pumps; irrigation systems; channels and pipes that convey storm water; proprietary and non-proprietary infiltration systems; other storm water management devices, and flocculation handling equipment.
- B. The City will monitor the operation and performance of the infiltration, irrigation, and flocculation treatment system in accordance with Attachment B hereto, to assess the flow rate and/or volume of water treated as well as the performance of the treatment system.
- C. The City will manage and maintain the native vegetation established as part of the Project.
- D. If the monitoring shows the system is not performing as intended, after consulting with the MCWD the City will take feasible actions to improve project performance. A feasible action is one that is technically attainable at a cost not grossly disproportionate to the performance benefit it is capable of achieving.

The City will maintain and monitor the Project in perpetuity in accordance with the general terms set forth in Attachments B and C to this Agreement. The plans and specifications prepared pursuant to section 1.01, above, will include revised Attachments B and C providing further operation, monitoring and maintenance detail while still meeting all standards of the existing attachments. On MCWD approval of the revised attachments, not to be unreasonably withheld, this Agreement will be amended to incorporate them. Absent such an amendment, existing Attachments B and C will remain in full force and effect.

- 3.02. Public Communication and Education. The City and the MCWD will cooperate to develop and implement an effective public communication and education program regarding the Project.

#### ARTICLE IV. CREDIT FOR POLLUTANT LOAD and VOLUME REMOVALS

- 4.01 Regulatory Credit for City and Third-Party Redevelopment. Attachment D delineates the contributing drainage area to the Project. The MCWD finds that use of the Project in place of on-site stormwater management for lands within the contributing drainage area will not result in adverse impacts to local groundwater or natural resources located upstream of the Project. Accordingly, in applying its stormwater management rule to any activity within the contributing drainage area, the MCWD will recognize the Project as an acceptable facility for phosphorus, volume and rate control provided that the City is meeting operation and maintenance responsibilities under this Agreement.
- 4.02 Site-Based Best Management Practices. Notwithstanding section 4.01, above, an application for a stormwater management permit for activity on land within the contributing drainage area must include beneficial, reasonable and feasible BMPs to limit creation of impervious surface, maintain or enhance on-site infiltration and peak flow control, and limit pollutant generation on and discharge from the site. The order of preference for BMPs is infiltration, biofiltration, structural practices. BMPs may include site design, structural practices and non-structural practices and must be designed and installed in accordance with generally accepted design practices and guidance contained in the Minnesota Pollution Control Agency's *Minnesota Stormwater Manual* and its subsequent revisions. All sites of five acres or larger will incorporate a sump manhole for solids removal. Nothing in this Agreement limits the City's discretion to charge benefiting property owners for the availability or use of the Project.
- 4.03 Sole City Permitting Authority. If the City is exercising sole authority for stormwater management permitting pursuant to MCWD approval of the City's local water plan under Minnesota Statutes §103B.235, then the City will exercise that authority in accordance with sections 4.01 and 4.02, above. MCWD concurrence is required for a City decision in a specific instance not to require on-site BMPs (beyond a sump manhole, if that device is required pursuant to section 4.02, above). In this event, the City will provide the MCWD regulatory department with at least 10 business days for application review and if the City and the MCWD do not concur in the BMP determination, the City will authorize the MCWD to exercise its regulatory authority under Minnesota Statutes §103B.211, subdivision 1(a)(3).
- 4.04 Effect of Performance Failure. If at any time the Project is unable to provide performance sufficient to meet the aggregate compliance requirements for activity that has been permitted under section 4.01, above, and performance is not or cannot be restored within a reasonable time, the City and the MCWD will cooperate to identify and jointly or independently implement replacement measures. The City recognizes that the MCWD, in its discretion and within its legal authority, may fund such measures by means of stormwater charges or other mechanisms that draw funds from the affected geographic area.
- 4.05 Allocation of Credit Between City and MCWD. Reflecting approximate relative contributions to the Project cost, the City and the MCWD each will own one-half of the pollutant load and volume reductions resulting from the Project for the purposes of Minnesota Statutes chapter 103B local water planning, the Total Maximum Daily Load and non-degradation programs, NPDES MS4 permit requirements, and any other planning or regulatory mandates. The



MCWD will determine the pollutant load and volume reductions from the Project after consulting with the City, and for that purpose may reasonably request design and performance monitoring data from the City. Project pollutant load and volume reduction capacity used under section 4.01, above, will count against the City's allocation. Any transaction in which the right to any allocation is transferred to another public body will occur only in a writing evidencing the concurrence of the City engineer and the MCWD project manager.

#### ARTICLE V. GENERAL

- 5.01 Termination Without Cause. Until bonds have been issued or until the construction contract has been awarded, either party may terminate this Agreement without cause by giving written notice to the other party. If the MCWD terminates this Agreement under this provision, the MCWD will reimburse the City for its reasonable design contract costs incurred under section 1.01, above, within 30 days after the date of the City's invoice for such costs. Regardless of which party terminates this Agreement under this provision, the City shall be solely responsible for costs incurred under section 1.09, above. A failure to approve pursuant to reasonable exercise of an explicit approval right under this Agreement is not termination without cause.
- 5.02 Expiration. This Agreement expires when the City has fully paid and defeased the general obligation bonds to be issued in accordance with Section 2.01, above, or when the MCWD has made all of the payments required under section 2.02, above, whichever is later. Notwithstanding, rights and obligations under sections 2.05, 3.01, 4.01 thru 4.05, and 5.03 survive expiration.
- 5.03 Independent Parties; No Waiver of Protections. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others or the results thereof. Minnesota Statutes chapter 466 and other applicable law govern liability of the City and the MCWD. This Agreement creates no rights in and waives no immunity, defense or liability limit with respect to any third party or the other party to this Agreement. Only contractual remedies are available for the failure of a party to fulfill the terms of this Agreement. The MCWD's role under this Agreement is solely to provide funds to support the City's demonstration and implementation of innovative stormwater management approaches and the dissemination of knowledge about those approaches. The MCWD has no authority to select, or role in selecting, the design, means, method or manner of performing any part of the Project or the person or firm who will perform the work. Any MCWD approval or concurrence in plans and specifications or other aspect of Project construction is solely for the MCWD's own accounting of its use of funds. Nothing in this Agreement constitutes the agreement of one party to be responsible for the acts or omissions of the other within the meaning of Minnesota Statutes §471.59, subdivision 1a.

- 5.04 Nondiscrimination. The provisions of Minnesota Statutes Section 181.59 and of any applicable law relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- 5.05 Project Managers. Each notification required by this Agreement must be made to the project manager. The MCWD's project manager for the purpose of the administration of this Agreement is:

Becky Houdek, Planner  
Minnehaha Creek Watershed District  
18202 Minnehaha Boulevard  
Deephaven, MN 55391  
(952) 471-0590

The City's project manager for the purpose of the administration of this Agreement is:


Kristin Asher, City Engineer  
City of Richfield  
1901 East 66<sup>th</sup> Street  
Richfield, MN 55423  
(612) 861-9795

Contact information will be kept current and either contact may be changed by a party by written notification to the other party.


- 5.06 Assignment. A party to this Agreement may not assign or transfer any right or obligation under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement or their successors in office.
- 5.07 Amendment. An amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement or their successors in office.
- 5.08 Waiver. A party's failure to enforce a provision of this Agreement does not waive the provision or that party's right to enforce it subsequently.
- 5.09 Recitals. The above Recitals are incorporated into this Agreement.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

CITY OF RICHFIELD

By   
Its Mayor

Date:

By   
Its City Manager

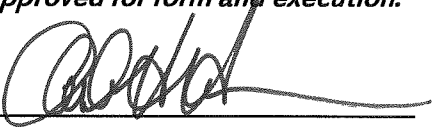
Date:

MINNEHAHA CREEK WATERSHED DISTRICT

By   
Its President

Date: 2-5-2013

*Approved for form and execution:*

  
MCWD Counsel

**ATTACHMENT A – Payments to the City**

# City of Richfield, Minnesota

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\$2,770,000

General Obligation Stormwater Revenue Bonds, Series 2013

"AA" Rated, B.Q. Market Rates plus 25bps

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### Report

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# City of Richfield, Minnesota

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\$2,770,000

General Obligation Stormwater Revenue Bonds, Series 2013

"AA" Rated, B.Q. Market Rates plus 25bps

## Sources & Uses

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Dated 03/20/2013 | Delivered 03/20/2013

### Sources Of Funds

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Par Amount of Bonds	\$2,770,000.00
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<b>Total Sources</b>	<b>\$2,770,000.00</b>
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### Uses Of Funds

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Total Underwriter's Discount (1.200%)	33,240.00
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Costs of Issuance	36,000.00
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Deposit to Project Construction Fund	2,700,000.00
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Rounding Amount	760.00
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<b>Total Uses</b>	<b>\$2,770,000.00</b>
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# City of Richfield, Minnesota

\$2,770,000

General Obligation Stormwater Revenue Bonds, Series 2013

"AA" Rated, B.Q. Market Rates plus 25bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/20/2013	-	-	-	-	-
02/01/2014	125,000.00	0.550%	45,328.25	170,328.25	170,328.25
08/01/2014	-	-	25,891.25	25,891.25	-
02/01/2015	120,000.00	0.750%	25,891.25	145,891.25	171,782.50
08/01/2015	-	-	25,441.25	25,441.25	-
02/01/2016	120,000.00	0.850%	25,441.25	145,441.25	170,882.50
08/01/2016	-	-	24,931.25	24,931.25	-
02/01/2017	125,000.00	1.000%	24,931.25	149,931.25	174,862.50
08/01/2017	-	-	24,306.25	24,306.25	-
02/01/2018	125,000.00	1.150%	24,306.25	149,306.25	173,612.50
08/01/2018	-	-	23,587.50	23,587.50	-
02/01/2019	125,000.00	1.250%	23,587.50	148,587.50	172,175.00
08/01/2019	-	-	22,806.25	22,806.25	-
02/01/2020	125,000.00	1.400%	22,806.25	147,806.25	170,612.50
08/01/2020	-	-	21,931.25	21,931.25	-
02/01/2021	130,000.00	1.550%	21,931.25	151,931.25	173,862.50
08/01/2021	-	-	20,923.75	20,923.75	-
02/01/2022	130,000.00	1.750%	20,923.75	150,923.75	171,847.50
08/01/2022	-	-	19,786.25	19,786.25	-
02/01/2023	135,000.00	1.950%	19,786.25	154,786.25	174,572.50
08/01/2023	-	-	18,470.00	18,470.00	-
02/01/2024	135,000.00	2.050%	18,470.00	153,470.00	171,940.00
08/01/2024	-	-	17,086.25	17,086.25	-
02/01/2025	140,000.00	2.150%	17,086.25	157,086.25	174,172.50
08/01/2025	-	-	15,581.25	15,581.25	-
02/01/2026	140,000.00	2.250%	15,581.25	155,581.25	171,162.50
08/01/2026	-	-	14,006.25	14,006.25	-
02/01/2027	145,000.00	2.300%	14,006.25	159,006.25	173,012.50
08/01/2027	-	-	12,338.75	12,338.75	-
02/01/2028	150,000.00	2.400%	12,338.75	162,338.75	174,677.50
08/01/2028	-	-	10,538.75	10,538.75	-
02/01/2029	150,000.00	2.500%	10,538.75	160,538.75	171,077.50
08/01/2029	-	-	8,663.75	8,663.75	-
02/01/2030	155,000.00	2.550%	8,663.75	163,663.75	172,327.50
08/01/2030	-	-	6,687.50	6,687.50	-
02/01/2031	160,000.00	2.600%	6,687.50	166,687.50	173,375.00
08/01/2031	-	-	4,607.50	4,607.50	-
02/01/2032	165,000.00	2.700%	4,607.50	169,607.50	174,215.00
08/01/2032	-	-	2,380.00	2,380.00	-
02/01/2033	170,000.00	2.800%	2,380.00	172,380.00	174,760.00
<b>Total</b>	<b>\$2,770,000.00</b>	<b>-</b>	<b>\$685,258.25</b>	<b>\$3,455,258.25</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$30,372.97
Average Life	10.965 Years
Average Coupon	2.2561449%
Net Interest Cost (NIC)	2.3655843%
True Interest Cost (TIC)	2.3577457%
Bond Yield for Arbitrage Purposes	2.2302414%
All Inclusive Cost (AIC)	2.4983312%

### IRS Form 8038

Net Interest Cost	2.2561449%
Weighted Average Maturity	10.965 Years

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## ATTACHMENT B – Operation and Performance Monitoring

The City of Richfield shall perform the following as part of its responsibility to monitor the performance of the infiltration, irrigation, and flocculation treatment system:

1. Monitor flow pumped through the infiltration, irrigation, and flocculation treatment system continually when in use so annual volume removed and or treated can be measured.
2. Monitor quality of influent water at least monthly based on collection of grab samples and analysis for total phosphorus, ortho-phosphorus, and total suspended solids.
3. Continuously monitor precipitation at Taft Lake with tipping bucket rain gage or equal.
4. Monitor irrigation and infiltration systems, to the extent necessary, to assure the systems are not hydraulically overloaded and exceed their infiltration or evapotranspiration capability.
5. Monitor quality of effluent leaving flocculation treatment system at least monthly based on grab samples that are analyzed for TP, OP, TSS, ph.
6. Perform additional monitoring if necessary to maintain compliance with other applicable permits for the project, and provide the results of this supplemental monitoring to the Watershed on an annual basis along with the results of the monitoring listed above.
7. Submit annual report to the Minnehaha Creek Watershed District for prior year's monitoring by June 30<sup>th</sup>. Report should include an interpretation of the data to the extent needed to quantify the annual removal of total phosphorus, ortho-phosphorus, and water volume provided by the BMP's, and provide a comparison of these removals to those projected in the feasibility report.
8. Provide recommendations on any suggested changes to the monitoring activities that may be deemed reasonable for the coming year.

Provided the City of Richfield and MCWD both agree on the suggested changes, the future monitoring plan can be modified.



## ATTACHMENT C – Project Maintenance

### 1. Inspections

City of Richfield shall, at a minimum, inspect the BMP's constructed as part of this project on a bi-monthly basis, and as needed during periods when the systems are in operation. As part of this activity, the pumps, controls, and other elements of the system shall be inspected to the extent necessary to verify the system is functional and can be operated in a manner consistent with its design, or determine it is not functional and in need of repair.

### 2. Monitoring

Appropriate components of the system will be connected to the City of Richfield SCADA system and/or warning lights will be provided as necessary to assist in the efficient monitoring of the systems operation. If system is not functional, reasonable actions shall be taken to return the system to a functioning condition as soon as practical.

### 3. Maintenance

- The City is obligated to maintain and repair the facilities (irrigation system, infiltration system, grit chambers, and flocculation treatment system) to the design standards.
- The City is responsible to maintain the native buffer plantings including watering, reseeding, and controlled burns, as needed.
- Maintenance must occur as soon as it reasonably can be accomplished after the need is observed, and in any event within one year of the City's awareness of the potential maintenance need.
- The District has the right to enter and inspect the facilities.

### 4. Records Keeping

Records shall be kept documenting information regarding inspections, monitoring, and operation costs as outlined in the Feasibility Report.

### 5. Annual Report

- The results of the inspection activities shall be summarized and included in an annual report. This information shall include the results of continuous flow measurements at the outlet of Taft Lake so the annual hydraulic and pollutant load leaving the Lake can be quantified.
- Continuous Stage level monitoring of Taft Lake shall be reported so infiltration/evaporation losses can be measured.
- Operation costs for system operation, maintenance, and flocculation disposal shall be included in the annual report.
- The report for the past calendar year shall be submitted to the MCWD by June 30<sup>th</sup> of the following year, and include recommendations on any suggested changes to the maintenance program that may be reasonable to implement.

Provided the City of Richfield and MCWD both agree on the suggested changes, the future maintenance plan can be modified.

ATTACHMENT D – Project Drainage Area

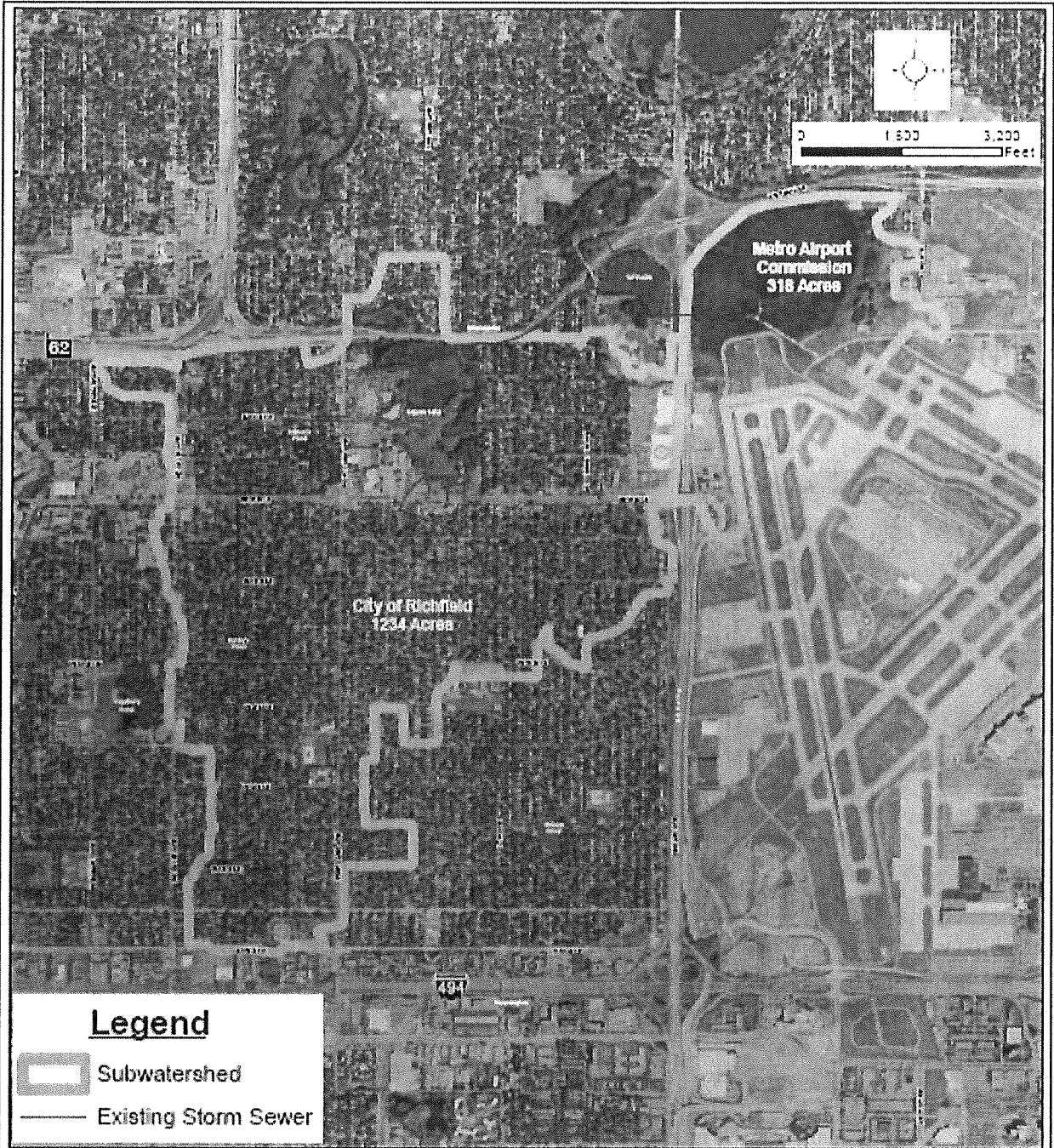


Figure 1

Area Treated by  
Taft Lake/Legion Lake Watershed  
Water Quality Improvement Project

