

COOPERATIVE AGREEMENT
(Cost Share Purchase of High Efficiency Street Sweeper ML-23)

This Cooperative Agreement (“**Agreement**”) is made as of this ____ day of _____, 2020 by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (“**Commission**”), and the City of Plymouth, a Minnesota municipal corporation (“**City**”). The Commission and the City may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The Commission adopted the Bassett Creek Watershed Management Commission Watershed Management Plan on September 17, 2015 (“**Plan**”), a watershed management plan within the meaning of Minnesota Statutes, section 103B.231.
- B. The Plan includes a capital improvement program (“**CIP**”) that lists a number of water quality project capital improvements.
- C. The Commission adopted an amendment to the Plan on August 20, 2020 to include in its CIP the Cost Share Purchase of High Efficiency Street Sweeper (“**Sweeper**”) for use within the Bassett Creek Watershed (“**Project**”).
- D. The Project includes sharing the cost of the purchase of the Sweeper for use by and in the City. The Project, including the cost sharing structure outlined herein, is consistent with the BCWMC’s “Policy on Use of CIP Funds for City Equipment Purchase” (“**Policy**”), which was approved by the Commission on April 16, 2020.
- E. The City shall use the Sweeper in subwatersheds of certain waterbodies and will collect data and document the effectiveness of the equipment at reducing pollutant loads, as provided in Exhibit A attached hereto and as required under the Policy.
- F. The estimated total cost of the Project to the Commission, including cost share pursuant to Policy guidelines, administration, and technical review is \$81,600.
- G. On September 17, 2020, the Commission adopted a resolution ordering the Project and directing that it be implemented by the City.
- H. In accordance with the Plan, Project costs were certified to Hennepin County, which will levy taxes throughout the watershed for Project costs in 2020 for collection and settlement in 2021 pursuant to Minnesota Statutes, section 103B.251.
- I. The City is willing to implement the Project in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Project. The Project will include a purchase of the Sweeper by the City, in accordance with all statutory municipal contracting requirements, and its use pursuant to Exhibit A attached hereto. Upon the City's initial purchase of the Sweeper, the Commission agrees that it will reimburse the City for approximately 25% of the cost in accordance with this Agreement, which pursuant to sections 2 and 3 of this Agreement shall not exceed \$75,000. The City shall use the Sweeper in certain subwatersheds, as specified in the attached Exhibit A, and it will annually report on the use of the Sweeper and its effectiveness at reducing total phosphorus in subwatersheds of nutrient impaired lakes and reducing chlorides in the subwatershed of Parkers Lake. Reporting will occur annually for five years and shall include, but may not necessarily be limited to, all data specified in Exhibit A. Said reports shall be promptly submitted to the Commission upon their completion.
2. Commission Reimbursement. The Commission will use its best efforts to secure payment from the County in accordance with Minnesota Statutes, section 103B.251 in the amount of Eighty-One Thousand Six Hundred Dollars (\$81,600) by tax levy in 2020 for collection in 2021. The total reimbursement paid by the Commission to the City for the Project will not exceed Seventy-Five Thousand Dollars (\$75,000) towards purchase of the Sweeper. Other Commission costs expected to be associated with the project include up to a 2.5% administrative charge, and the cost of technical reviews of the effectiveness reports that will be prepared by the City and submitted to the Commission in accordance with this Agreement. Reimbursement to the City of 90% of the cost shared amount (\$67,500) will be made as soon as funds are available, provided a request for payment has been received from the City that contains such detailed information as may be requested by the Commission to substantiate costs and expenses. The City may then request reimbursement of the remaining 10% of the cost shared funds (\$7,500) after submittal of the first effectiveness report and subsequent review by the Commission.
3. Limits on Reimbursement. Reimbursement to the City will not exceed the lesser of \$75,000 or the total amount received from the County for the Project. All costs of the Project incurred by the City in excess of such reimbursement shall be borne by the City or secured by the City from other sources.
4. Audit. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the Commission and either the State Auditor or the Legislative Auditor for at least six years after completion of the Project.
5. Ongoing Maintenance. The City shall be responsible for ongoing maintenance of the Sweeper and shall ensure that it remains in service, in good repair, and continues to effectively remove pollutants through December 31, 2025. The City agrees to perform this maintenance at its sole cost and expense.

6. Data Practices. The City shall retain and make available data related to effectiveness documentation in accordance with the Minnesota Government Data Practices Act.
7. Term. This Agreement shall be in effect as of the date first written above and shall terminate after the last annual report that is required herein is finalized by the City and submitted to the Commission.
8. Entire Agreement. The above recitals and the exhibits attached hereto are incorporated in and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications of its terms are valid unless reduced to writing and signed by both parties.

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

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

CITY OF PLYMOUTH

By: _____
Its Mayor

And by: _____
Its City Manager

Date: _____

EXHIBIT A
Use and Reporting Requirements for High Efficiency Street Sweeper

Required Sweeping Areas:

See attached Plymouth Street Sweeping Zones. Although boundaries of existing zones are not exactly aligned with subwatershed boundaries, they are similar enough and there is efficiency in using already established zones.

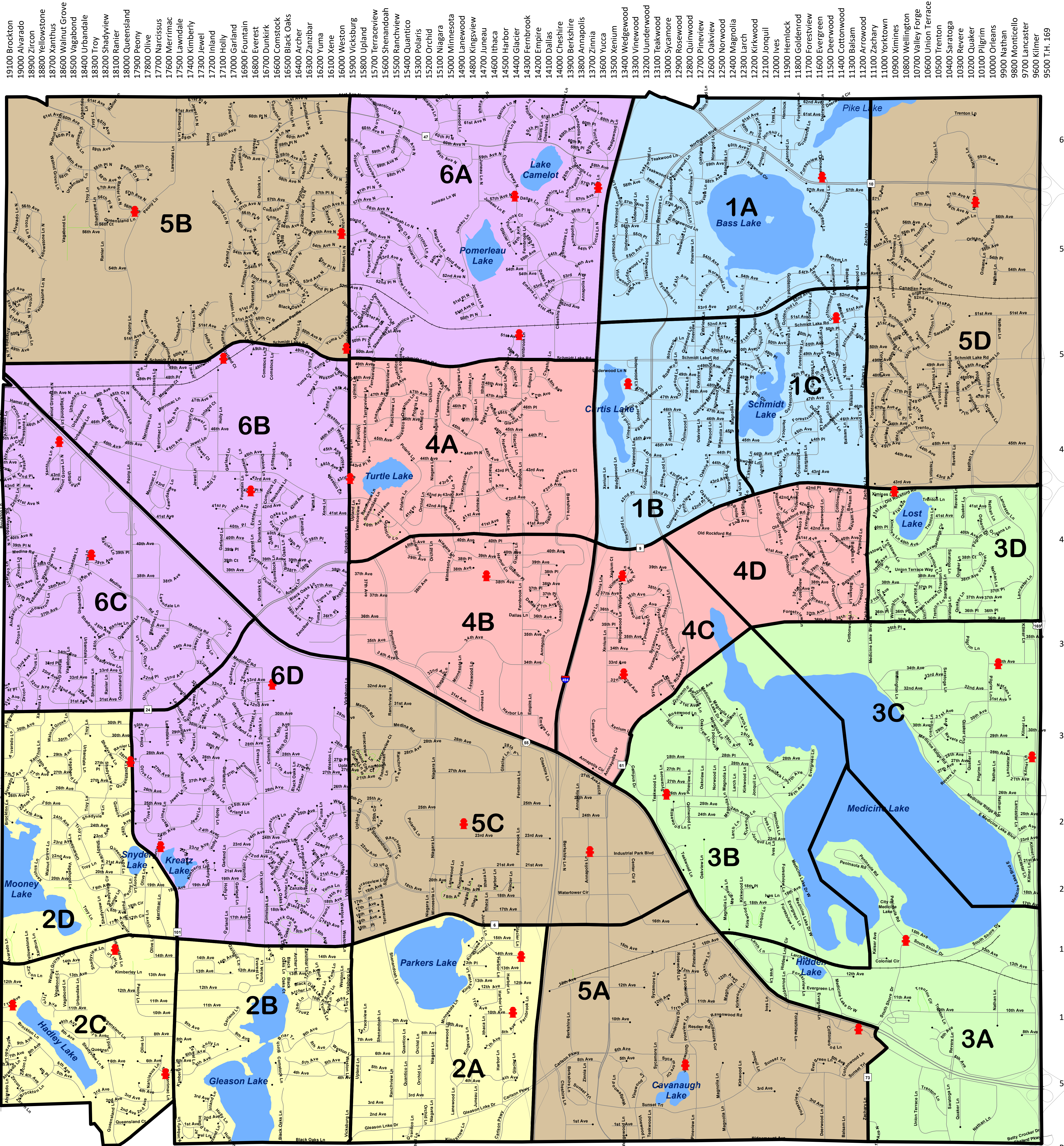
- To reduce chlorides in Parkers Lake, sweep Zone 5C.
- To reduce nutrients in Medicine, Lost, and Northwood Lakes, sweep Zones 5C, 3B, 3C, 4A, 4B, 4C, and 4D. Concentrate sweeping in areas of high tree canopy and little or no existing stormwater treatment.

Required Timing for Sweeping:

- To reduce chlorides, sweep at least once in late winter or early spring.
- To reduce nutrients, sweep at least once in fall after the majority of leaf fall.

Required Effectiveness Testing and Reporting:

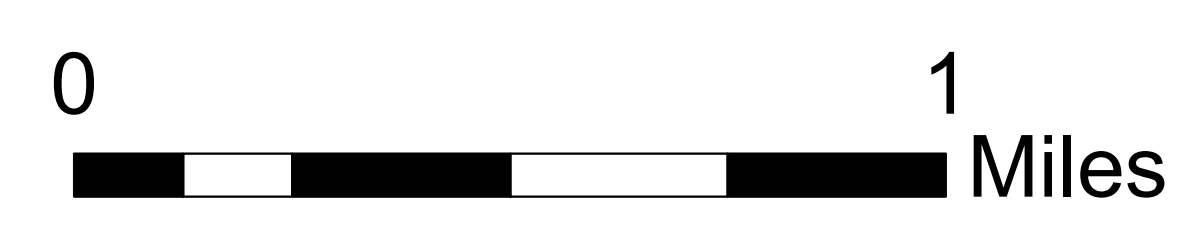
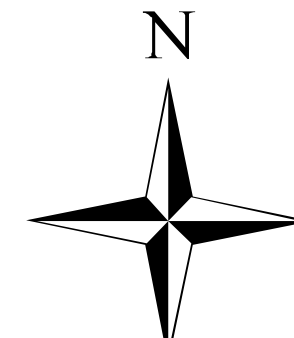
- Testing of a representative sample of captured material required twice per year including once in spring and once in fall. (More frequent testing is preferred.)
- Parameters to be reported per zone:
 - Zone number and downstream waterbody
 - Dates of sweeping
 - Lane miles swept
 - Estimated pollutant load reduction in mg/kg for total phosphorus and chlorides
- Annual reporting to the Commission required for years 2021 – 2025



- 19100 Brockton
- 19000 Alvarado
- 18900 Zircon
- 18800 Yellowstone
- 18700 Xanthus
- 18600 Walnut Grove
- 18500 Vagabond
- 18400 Urbandale
- 18300 Troy
- 18200 Shadyview
- 18100 Ranier
- 18000 Queensland
- 17900 Peony
- 17800 Olive
- 17700 Narcissus
- 17600 Merrimac
- 17500 Lawndale
- 17400 Kimberly
- 17300 Jewel
- 17200 Inland
- 17100 Holly
- 17000 Garland
- 16900 Fountain
- 16800 Everest
- 16700 Dunkirk
- 16600 Comstock
- 16500 Black Oaks
- 16400 Archer
- 16300 Zanzibar
- 16200 Yuma
- 16100 Xene
- 16000 Weston
- 15900 Vicksburg
- 15800 Upland
- 15700 Terraceview
- 15600 Shenandoah
- 15500 Ranchview
- 15400 Quantico
- 15300 Polaris
- 15200 Orchid
- 15100 Niagara
- 15000 Minnesota
- 14900 Lanewood
- 14800 Kingsview
- 14700 Juneau
- 14600 Ithaca
- 14500 Harbor
- 14400 Glacier
- 14300 Fernbrook
- 14200 Empire
- 14100 Dallas
- 14000 Cheshire
- 13900 Berkshire
- 13800 Annapolis
- 13700 Zinnia
- 13600 Yucca
- 13500 Xenium
- 13400 Wedgewood
- 13300 Vinewood
- 13200 Underwood
- 13100 Teakwood
- 13000 Sycamore
- 12900 Rosewood
- 12800 Quinwood
- 12700 Pineview
- 12600 Oakview
- 12500 Norwood
- 12400 Magnolia
- 12300 Larch
- 12200 Kirkwood
- 12100 Jonquil
- 12000 Ives
- 11900 Hemlock
- 11800 Goldenrod
- 11700 Forestview
- 11600 Evergreen
- 11500 Deerwood
- 11400 Cottonwood
- 11300 Balsam
- 11200 Arrowwood
- 11100 Zephyr
- 11000 Yorktown
- 10900 Ximines
- 10800 Wellington
- 10700 Valley Forge
- 10600 Union Terrace
- 10500 Trenton
- 10400 Saratoga
- 10300 Revere
- 10200 Quaker
- 10100 Pilgrim
- 10000 Orleans
- 9900 Nathan
- 9800 Monticello
- 9700 Lancaster
- 9600 Kilmer
- 9500 T.H. 169

Street Sweeping Zones

- Hydrant for City Sweeper
- Culdesac
- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Zone 6



THIS REPRESENTS A COMPILATION OF INFORMATION AND DATA FROM CITY, COUNTY, STATE AND OTHER SOURCES THAT HAS NOT BEEN FIELD VERIFIED. INFORMATION SHOULD BE FIELD VERIFIED AND COMPARED WITH ORIGINAL SOURCE DOCUMENTS.