

**COON CREEK WATERSHED DISTRICT
WATER QUALITY COST-SHARE AGREEMENT**

This Agreement is entered into by the Coon Creek Watershed District, a metropolitan watershed district and political subdivision of the State of Minnesota (District), and the City of Spring Lake Park, a Minnesota municipal corporation (City).

RECITALS

A. The District and the City share a common interest in water resource protection and improving water quality within the City of Spring Lake Park and the Coon Creek Watershed District.

B. The City intends to undertake the following project: purchase of a street sweeper to implement enhanced street sweeping (Project).

C. The above City Project will improve water quality within the City, the Coon Creek Watershed District, and downstream receiving waters by reducing loading of total suspended solids, phosphorus, chlorides, and other particle-bound contaminants to Springbrook Creek, Laddie Lake, Stonybrook Creek, and the Mississippi River which are all impaired for aquatic life and/or aquatic recreation.

D. The City has requested cost-share assistance from the District in implementing this Project.

E. The District, in joint pursuit of pollutant load reductions to impaired waters within its boundaries, desires to provide the City cost-share assistance for the above water quality improvement Project, as more particularly set forth below.

THEREFORE, in consideration of mutual promises set forth below and other good and valuable consideration, the District and City agree as follows:

1. Scope of Work.

The City assumes the full and sole responsibility for implementation of the Project as set forth in the City's grant work plan attached as Exhibit A. The City will purchase the sweeper and use the equipment to increase sweeping effort within the District for the effective life of the equipment, at least ten years. The City is responsible for obtaining all required permits and approvals, and for complying with all applicable laws in implementing the Project.

2. Project Completion.

The City will complete the purchase of a sweeper and use this equipment to implement enhanced sweeping for at least ten subsequent years by December 31, 2035.

3. Cost-Share Funds.

To defray the Project costs to the City, the District will provide the City cost-share assistance in the amount of \$30,000 as outlined in the attached Exhibit A.

4. Terms of Payment.

The District upon the Effective Date of this Agreement will disburse to the City 100% of the Project's above cost-share amount.

The City will provide to the District invoices and receipts documenting actual Project costs. The City is to annually track and report to the District the lane miles swept and estimated total volume or mass of sweepings collected for the effective life of the sweeper, at least ten years.

5. Term of Agreement; Survival of Terms; Incorporation of Exhibits.

This Agreement will be effective when all required signatures are obtained, and will expire on December 31, 2035, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clause: 7(E) Government Data Practices.

Exhibit A is attached and incorporated by reference.

6. Contingencies.

The District's obligation to provide cost-share funds is contingent on the City's compliance with the terms of this Agreement, including but not limited to Project completion by the December 31, 2035 completion date. The City will return to the District any cost-share funds already received if this condition is not satisfied.

7. Miscellaneous.

A. Relationship of Parties. Nothing in this Agreement creates or establishes a partnership, joint venture or agency relationship between the parties. District review or approval of design plans and specifications, and any other Project-related documents is solely for the District's own accounting for funds expended. As between the parties, the City is solely responsible for selection of the Project design and the means, method and manner of construction. Nothing in this Agreement creates a right in any third-party or affects any immunity, defense or liability limitation enjoyed by either party.

B. Employees. The City represents that it has or will secure, at its own expense, all personnel and/or contractors required for the performance of this Agreement. No City personnel or contractor will be considered an agent, representative or employee of the District.

C. Assignment or Modification. This Agreement binds and inures to the benefit of the City and the District, and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other. Any modification of the Agreement must be in writing and signed by both parties.

D. Notices. Any notice provided under this Agreement will be sent by certified mail, return receipt requested, or by personal service at the following address:

City of Spring Lake Park
1301 81st Ave NE
Spring Lake Park, MN 55432

Coon Creek Watershed District
13632 Van Buren Street NE
Ham Lake, MN 55304

E. Government Data Practices Act. The District and City will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, as it applies to all data created, collected, received, stored, used, maintained or disseminated by the District or the City under this Agreement.

F. Recitals. The Recitals stated above are incorporated as part of this Agreement.

COON CREEK WATERSHED DISTRICT:

CITY OF SPRING LAKE PARK:

By _____
President, Board of Managers

By _____
Mayor

Dated: _____

Dated: _____

By _____
City Administrator

Dated: _____

Exhibit A: Grant Work Plan



Grant Work Plan

Projects and Practices Drinking Water 2025

Grant Title: Enhanced Street Sweeping in SLP for Drinking Water Protection

Grant ID: C25-0191

Grantee: Spring Lake Park, City of

Fiscal Agent: Spring Lake Park, City of

Grant Day-to-Day Contact: George Linngren

Grant Award (\$): \$290,000.00

Required Match (%): 10

Required Match (\$): \$29,000.00

Grant Execution Date:

Grant End Date: 12/31/2027

	Total Budgeted	Total Spent	Balance Remaining*
Grant Funds	\$290,000.00	\$0.00	\$290,000.00
Match Funds	\$30,000.00	\$0.00	\$30,000.00
Other Funds	\$1,500.00	\$0.00	\$1,500.00
Total	\$321,500.00	\$0.00	\$321,500.00

*Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

Project Abstract

The City of Spring Lake Park is located wholly with the Priority A Surface Water Drinking Water Supply Management Areas for the Mississippi River intakes that supply drinking water to the Cities of Minneapolis and St. Paul, serving over 800,000 residents. These areas were delineated to represent the drainage areas within 8 hours travel time of the municipal intakes. Urban stormwater runoff from streets and other impervious surfaces within Spring Lake Park drains to the Mississippi Rv via three stormwater conveyances with outfalls located in the northern half of Fridley, immediately upstream of the intakes. Roughly half of the city is also within one of five wellhead protection areas for municipal drinking water wells serving Spring Lake Park, Blaine, and Fridley. Given that Spring Lake Park was fully developed by the 1970s, prior to stormwater management regulations, it contains very few structural stormwater best management practices and very little space for new construction. Pollution prevention and source reduction strategies such as street sweeping are therefore important to reduce pollutant loading to surface waters and protect drinking water sources in this area.

The City of Spring Lake Park currently does not own a street sweeper and instead contracts citywide sweeping twice per year, once in the spring and fall. It is difficult to ensure optimal timing of contracted sweeping between snowmelt and spring wash off and after leaf drop given lead times for coordination and contractor capacity constraints. Spring Lake Park is requesting grant funding to purchase a street sweeper to build an in-house street sweeping program. City staff have the capacity and are committed to using this sweeper to implement the recommendations of the Coon Creek Watershed District enhanced sweeping study. This study divided the City into sweeping zones based on tree canopy cover, density of existing structural BMPs, and connectivity to impaired receiving waters. It was recommended that the City sweep all zones a minimum of 4 times per year (twice in spring and fall) and sweep high priority zones up to 10 times per year based on cost effectiveness of TP and TSS reduction. Purchase of a sweeper will allow the City to more than triple its current sweeping effort from 107 lane miles per year to 323 lane miles per year, targeting priority areas. TP and TSS loading to the Mississippi River will be reduced by at least an additional 43 lbs and 1.3 tons per year, respectively.

Proposed Measurable Outcomes

Increase in street sweeping effort from 107 lane miles per year to 323 lane miles per year.

Reduction of at least 43 additional lbs of TP and 1.3 additional tons of TSS per year to the Mississippi River.

Unquantified reductions of other pollutants associated with street runoff including chlorides, heavy metals, organopollutants, pathogens, and other contaminants of emerging concern.

Budget Details

<i>Activity Name</i>	<i>Category</i>	<i>Source Type</i>	<i>Source Description</i>	<i>Budgeted</i>	<i>Spent</i>	<i>Balance Remaining</i>	<i>Match Fund?</i>
Administration & Coordination	Administration/Coordination	Local Fund	in kind LGU staff time	\$500.00		\$500.00	N
Public Engagement	Education/Information	Local Fund	in kind LGU staff time	\$1,000.00		\$1,000.00	N
Purchase of Street Sweeper	Non-Structural Management Practices	Local Fund	CCWD Levy	\$30,000.00		\$30,000.00	Y
Purchase of Street	Non-Structural Management	Current State Grant	Enhanced Street Sweeping in SLP for	\$290,000.00		\$290,000.00	N

<i>Activity Name</i>	<i>Category</i>	<i>Source Type</i>	<i>Source Description</i>	<i>Budgeted</i>	<i>Spent</i>	<i>Balance Remaining</i>	<i>Match Fund?</i>
Sweeper	Practices		Drinking Water Protection				

Indicator Summary

<i>Indicator Category</i>	<i>Proposed Indicator</i>	<i>Total Value</i>	<i>Unit</i>
Pollution Prevention	Prevention	216	Count
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	43	Lbs/Yr
Water Pollution (Reduction Estimates)	Sediment (Tss)	1.3	Tons/Yr

<i>Indicator Category</i>	<i>Final Indicator</i>	<i>Total Value</i>	<i>Unit</i>
Water Pollution (Reduction Estimates)	Phosphorus (Est. Reduction)	43	Lbs/Yr
Water Pollution (Reduction Estimates)	Sediment (Tss)	1.3	Tons/Yr

Grant Activities

Activity Name: Administration & Coordination

Activity Category: Administration/Coordination

Staff time?: No

Description: This activity includes project coordination, financial tracking, and all required grant reporting.

This activity will be carried out by LGU staff (in-kind). Specifically, George Linngren, Spring Lake Park Public Works Director, will be responsible for equipment purchase and use. Justine Dauphinais, CCWD Water Quality Coord, will be responsible for financial tracking and grant reporting.

Prior to expending any grant funds on equipment purchase, CCWD and Spring Lake Park will enter into a cost share agreement regarding transfer of funds from CCWD to SLP to support \$30,000 towards purchase of this street sweeper to be used to implement enhanced sweeping in a manner that achieves the stated annual pollutant reductions for the lifetime of the equipment (43 lbs TP and 1.3 tons TSS per year for 10 years). This agreement will be submitted to our BWSR Board Conservationist for prior approval.

Key Milestones:

- Cost share agreement executed by 5/31/2025
- Grant progress report submitted in eLink by Feb 2/1/26
- Street Sweeper equipment purchase made by 4/30/26*
- Final report submitted in eLink by 12/31/26

*Note, it is SLP's intent to purchase this equipment in spring of 2025 and close out this grant in December 2025, but we have included an extra year in the timeline in case of equipment procurement issues to ensure that a full season of sweeping can be implemented prior to closing out this grant.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Local Fund	in kind LGU staff time	\$500.00		\$500.00		N

Activity Name: Public Engagement

Activity Category: Education/Information

Staff time?: No

Description: City staff will showcase the new sweeper at a community outreach event (Tower Days, Touch-a-Truck, or similar), highlighting the link between sweeping and clean stormwater and drinking water. City and District staff will also engage with residents by holding an interactive competition like name-the-sweeper or a decal design contest related to the theme of sweeping for clean drinking water.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Local Fund	in kind LGU staff time	\$1,000.00		\$1,000.00		N

Activity Action Name: Outreach Event

Activity Count: 0

Practice Type: 100M - Presentations

Size/Units:

TA Provider/JAA:

Lifespan:

Practice Description: Public outreach event featuring sweeper with theme of sweeping for clean water

Install Date:

Mapped: No

Activity Name: Purchase of Street Sweeper

Activity Category: Non-Structural Management Practices

Staff time?: No

Description: Purchase of a new street sweeper to implement enhanced street sweeping within the City of Spring Lake Park which is wholly within the Priority A source water protection areas for the cities of Minneapolis and St. Paul. Roughly 50 percent of city streets are also within groundwater Wellhead Protection Areas/DWSMAs for the Cities of Spring Lake Park, Blaine, and Fridley. Acquisition of a sweeper will allow the City to triple its current sweeping effort from approximately 107 lane miles per year (2 citywide sweeps) to approximately 323 lane miles per year focusing on targeted sweeping zones prioritized by tree canopy, density of structural BMPs, and connectivity to receiving waters in accordance with the recommendations of the CCWD enhanced sweeping study. This level of enhanced sweeping is estimated to reduce annual TP and TSS loading by 43 lbs and 1.3 tons per year, respectively. Enhanced sweeping will be implemented throughout the lifespan of the capital equipment, for at least 10 years.

Budget Details

<u>Source Type</u>	<u>Source Description</u>	<u>Budgeted</u>	<u>Spent</u>	<u>Balance Remaining</u>	<u>Last Transaction Date</u>	<u>Match Fund?</u>
Current State Grant	Enhanced Street Sweeping in SLP for Drinking Water Protection	\$290,000.00		\$290,000.00		N
Local Fund	CCWD Levy	\$30,000.00		\$30,000.00		Y

Final Indicators

<u>Indicator</u>	<u>Total Value</u>	<u>Unit</u>
Sediment (Tss)	1.3	Tons/Yr
Phosphorus (Est. Reduction)	43	Lbs/Yr

Activity Action Name:	Enhanced Sweeping	Activity Count: 1
Practice Type:	516M: Enhanced Street Sweeping	Size/Units:
TA Provider/JAA:		Lifespan: 10 Years
Practice Description:	SLP to triple its current sweeping effort from approximately 107 lane miles (2 Citywide sweeps) per year to 323 lane miles per year focusing on targeted sweeping zones prioritized by tree canopy, density of structural BMPs, and connectivity to receiving waters.	Install Date:
	Count = 216 additional lane miles	Mapped: Yes

Indicator Name	Units	Value	Calculation Tool	Waterbody
Sediment (Tss)	Tons/Yr	1.3	Other	Mississippi River
Phosphorus (Est. Reduction)	Lbs/Yr	43	Other	Mississippi River