



To: MAYOR AND COUNCIL

Agenda Item #: IV. I. G.

From: Laura Adler, Water Resources Coordinator

Action

Discussion

Date: June 3, 2014

Information

Subject: Authorize Cost Share Agreement & Maintenance Plan with Nine Mile Creek Watershed District

Action Requested:

Authorize the Public Works Director to sign a Cost Share Agreement and Maintenance Plan with Nine Mile Creek Watershed District for purchase of a regenerative air street sweeper

Information / Background:

This cost share agreement and maintenance plan with Nine Mile Creek Watershed District is for the purchase of a regenerative air street sweeper and development of a street sweeping management plan. Public Works has a planned equipment purchase for a standard mechanical brush street sweeper in 2014. This \$20,000 grant from Nine Mile Creek Watershed District will allow us to upgrade the type of street sweeper to a regenerative air street sweeper. The upgrade costs approximately \$30,000. We will also complete a street sweeping management plan to optimize the street sweeping program for maximum pollutant removal.

Attachments:

Cost Share Agreement

Maintenance Plan

Exhibit A: Cost Share Grant Application

**NINE MILE CREEK WATERSHED DISTRICT
COST SHARE PROGRAM**

Cost Share Agreement between
NINE MILE CREEK WATERSHED DISTRICT and
the City of Edina

The parties to this Cost Share Agreement are the Nine Mile Creek Watershed District (NMCWD), a public body with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D, and the City of Edina (CITY), a body corporate and politic and a [HOME RULE CHARTER/STATUTORY] city of the State of Minnesota. The purpose of this Agreement is for the CITY to purchase a regenerative air street sweeper.

1. Scope of Work

CITY will purchase a regenerative air street sweeper (Project) in accordance with the Specifications and Budget attached to and incorporated into this Agreement as Exhibit A.

CITY will submit to the NMCWD at least one report that includes a narrative describing the Project, a description of and receipts documenting eligible costs incurred including in-kind contributions, a description of any changes made or expected to the Project and photographs documenting the Project (Project Report). A final Project Report must be submitted to the NMCWD within 30 days of the certification by CITY or CITY's agent of substantial completion of Project.

2. Reimbursement

The NMCWD, on receipt and approval of a Project Report and accompanying documentation (including receipts), will reimburse CITY up to seventy-five (75) percent of CITY's eligible costs to purchase the Project. Reimbursement under this Agreement will not exceed a total of **\$20,000.00**. Expenditures for nonnative plants used in the Project are not eligible for reimbursement.

At the discretion of the NMCWD, failure by the CITY to complete the Project in accordance with the terms of this Agreement may result in withholding of reimbursement, repayment by the CITY to the NMCWD of reimbursement already paid, or other available action at law or equity for these purposes.

3. Right of Access

CITY will permit NMCWD representatives to enter the Property at reasonable times to inspect the work, ensure compliance with this Agreement and monitor or take samples for the purposes of assessing the construction or performance of the Project and compliance with the terms of this Agreement. If the NMCWD finds that an obligation under this Agreement is not being met, it will provide 30 days' written notice and opportunity to cure, and thereafter may declare this Agreement void. CITY will reimburse the

NMCWD for all costs incurred in exercise of this authority, including reasonable engineering, legal and other contract costs.

CITY will cooperate with the NMCWD in allowing members of the public periodically to view the Project in the company of a NMCWD representative. This paragraph does not create any right of public entry onto the Property except as specifically provided for and agreed to herein.

4. Maintenance

CITY will maintain the Project for a minimum of 10 years from the date of purchase in accordance with the Maintenance Plan attached as Exhibit B. If CITY fails to maintain the Project, the NMCWD will have a right to reimbursement of all amounts paid to CITY, unless the NMCWD determines that the failure to maintain the Project was caused by reasons beyond CITY's control.

If the CITY conveys into private ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If the CITY conveys into public ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the purchase and sale agreement that the purchaser accept an assignment of all obligations vested under this Agreement.

5. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Project will properly acknowledge the funding provided by the NMCWD. The CITY will cooperate with the NMCWD to seek publicity and media coverage of the Project. CITY will permit the NMCWD, at its cost and discretion, to place reasonable signage on CITY's property informing the general public about the Project and the NMCWD's Cost Share Program.

6. Independent Relationship

The NMCWD's role under this Agreement is solely to provide funds to support the performance of voluntary work by CITY that furthers the purposes of the NMCWD. This Agreement is not a joint powers agreement under Minnesota Statutes section 471.59. CITY acts independently and selects the means, method and manner of constructing the Project. CITY is not the agent, representative, employee or contractor of the NMCWD. CITY holds harmless the NMCWD, its officers, board members, employees and agents with respect to any and all actions, costs, damages and liabilities except for the right to receive reimbursement according to the terms of this Agreement. No action or inaction of the NMCWD or the CITY under this Agreement creates a duty of care on the part of the NMCWD or the CITY for the benefit of any third Party.

7. Effective Date; Termination; Survival of Obligations

This Agreement is effective when fully executed by all parties and expires 10 years thereafter. The NMCWD retains the right to void this Agreement if the Project is not certified as substantially complete by **June 1, 2015**. The NMCWD may grant a request to extend the completion period based on satisfactory explanation and documentation of the need for an extension. Upon issuance by NMCWD of notice of NMCWD's determination to void this Agreement, CITY will not receive any further reimbursement for work subject to this Agreement, unless the NMCWD extends the construction-completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 3, 4 and 5, shall survive expiration.

8. Compliance With Laws

CITY is responsible to secure all permits and comply with all other legal requirements applicable to the construction of the Project.

9. Notices

Any written communication required under this Agreement shall be addressed to the other party as follows:

To NMCWD:

Administrator
Nine Mile Creek Watershed District
7710 Computer Av
Suite 135
Edina MN 55435

To CITY:

Laura Adler
City of Edina
7450 Metro Blvd
Edina, MN 55439

10. Waiver

The NMCWD's failure to insist on the performance of any obligation under this Agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this Agreement, the NMCWD waives no immunities in tort. This Agreement creates no rights in and waives no immunities with respect to any third party or a party to this Agreement.

Intending to be bound, the parties hereto execute and deliver this Agreement.

CITY

Dated:

By _____

Its _____

NINE MILE CREEK WATERSHED DISTRICT Dated:

By _____

Kevin Bigalke, District Administrator

APPROVED AS TO FORM AND EXECUTION

Its Attorney

Exhibit A
[SITE PLAN, DESIGN PLANS & SPECIFICATIONS/BUDGET]

9 Mile Creek

W A T E R S H E D D I S T R I C T

2014 Cost Share Application: Non-Residential Applicants

Cover Page

Cost Share Application: Non-Residential		
Landowner Information		
Name of Landowner: City of Edina		
Address: 7450 Metro Blvd		
Cite, State, Zip: Edina, MN 55439		
Primary Phone: 952-826-0445	Secondary Phone:	
Email: LAdler@EdinaMN.gov		
Primary Contact Person: Laura Adler		
Title: Water Resources Coord.	Phone: 952-826-0445	E-mail: LAdler@EdinaMN.gov

Type of Applicant (please check applicable box):

- 501(c)(3) not-for-profit Business or corporation
 School Public agency or local government unit

Proposal Information

Give a 2-3 sentence summary of request (include project title): The City of Edina will replace one of its three mechanical brush street sweepers in 2014. This request is to fund the cost difference between the mechanical brush sweeper and the more effective and efficient regenerative air street sweeper. The request includes the cost to develop a Street Sweeping Management Plan as well.	
Project Dates: Spring 2014	
Dollar amount requested: \$25,000	Total project budget: \$47,027
Geographic Area/Community Served: Edina	Population Served: 47,000
Legal description of property for deed records: N/A	

How did you hear about the cost share program? Please be as specific as possible.
 Edina has applied for cost share grants in prior years.

Authorization

Name of landowner or responsible party: Ross Bintner

Signature:  Date: 3/27/14

1. Landowner Narrative

a. Describe your property, history of the site and the past management of the land.

Edina is a 16-acre, urbanized first-ring suburb. There are 230 miles of roadway, and over 480 lane-miles in Edina. Seventy-three percent of Edina is within the Nine Mile Creek watershed, including approximately 168 miles of roadway and 355 lane-miles. There are 80 miles of trunk storm sewer in Edina, approximately 58 of those miles in Nine Mile Creek watershed. Edina makes up 24% of the Nine Mile Creek watershed.

This extensive system of roadways and storm sewer channels stormwater and its associated pollutants into lakes, ponds, wetlands, and the creek. One of the most efficient ways of protecting or improving water quality is to prevent pollutants from reaching water bodies. Street sweeping is an effective way to remove a variety of debris from the street, including soil particles and leaves. Edina has three mechanical brush sweepers and sweeps the streets twice per year.

b. List other key participants or partners and their roles.

This project is a joint venture between the Engineering and Public Works Departments of the City of Edina. The Engineering Department will provide technical resources, plan development, and grant writing, and the Public Works Department will provide staff for the use and maintenance of the plan and sweeper. The city is also requesting grant funding from the Minnehaha Creek Watershed District for this project.

2. Project Narrative

a. Describe the issue to be addressed.

In the past a mechanical rotating brush sweeper was industry standard. Using this technique, the sweeper brushed leaves and soil off the road and vacuumed them into a hopper ranging in capacity from 2-4 cubic yards. The mechanical brush is able to remove some leaves, but others are ground into finer pieces and left on the road. The brush system is also limited in the particle size it is able to pick up. Sands and gravels are easily collected with good efficiency; however, mechanical brush sweepers miss the majority of silts and clay-sized particles. Edina currently uses three mechanical brush sweepers to clean the streets twice per year.

In recent years, two new technologies have come into common use as alternatives to mechanical brush sweepers. Regenerative air and vacuum sweepers are able to clean streets to a greater efficiency in comparison with broom sweepers. The City of Edina is proposing the purchase of a regenerative air sweeper as a part of this grant application. The city is already planning to replace one of its aging mechanical brush sweepers, but has only budgeted for a mechanical brush sweeper as a replacement, which costs \$157,497. The regenerative air sweeper costs \$188,005. The cost difference between the regenerative air and mechanical brush sweepers is \$30,508. This grant represents an opportunity to increase pollutant recovery rates through an equipment upgrade.

There have also been significant advances in ways to prioritize, track, and maximize the efficiency of street sweeping programs. Use of a comprehensive Street Sweeping Management Plan will lead to the collection of far more debris than a simple twice per year sweep. The City of Edina is proposing the creation of a Street Sweeping Management Plan as a part of this grant application. The Street Sweeping Management Plan will include the identification of high-priority sweeping zones, development of efficient street sweeping routes and recommended schedules, and pollutant reduction estimates for each sweeping zone. The combination of a regenerative air sweeper and a management plan has the potential to reduce significantly the amount of pollutants to water bodies in the Nine Mile Creek watershed. The cost to develop this plan is \$12,904. The breakdown of the proposed funding:

The city also proposes to include an educational message and the logos of the participating watershed districts on the side of the new sweeper. The estimated cost for the partial vehicle wrap design and installation is \$1,585.00.

In addition to the costs of the sweeper and the management plan, city staff will spend additional time on the following tasks:

Task	Rate	Hours	Total
Project management and plan development	\$43.55/hr	16	\$696.80
CWRMP amendment process	\$43.55/hr	8	\$348.40
Watershed district coordination	\$43.55/hr	8	\$348.40
Training	\$28.79/hr	10	\$287.90
Track outcomes	\$43.55/hr	8	\$348.40
	Total =		\$2,029.90

Proposed Funding:

City of Edina (in-kind and cash)	\$11,013	(23.4%)
Minnehaha Creek Watershed District	\$11,013	(23.4%)
Nine Mile Creek Watershed District	\$25,000	(53.2%)

b. Describe clearly the project objectives and expected outcomes.

Through this grant, the city would purchase a regenerative air sweeper, instead of the planned mechanical brush sweeper. The city would also develop and implement a Street Sweeping Management Plan that will detail sweeping routes, frequencies, and estimated pollutant recovery.

Objectives:

- *Develop and implement an effective Street Sweeping Management Plan
- *Purchase a regenerative air sweeper to replace a mechanical brush sweeper
- *Increase the effectiveness of street sweeping
- *Decrease the amount of TP and TSS traveling from city streets to water bodies

Outcomes:

- *Increased pollutant recovery
- *Greater awareness among city staff and official of the benefits of street sweeping
- *Tracked results for amount of sweeping, costs, TP and TSS removals

c. Describe how the project objectives support one or more of the Cost Share Program purposes. This project directly supports the Cost Share Program purpose of “Improve water quality or increase the capacity of the watershed to store water” and “Preserve, protect and restore native plant and wildlife habitats, with emphasis on lakes, rivers, and wetlands.” Reducing the amount of pollutants that enter water bodies will protect both water quality and plant and wildlife habitats.

3. Project Details

a. Attach a project work plan with timeline. Include a detailed plant list, if applicable.
(Only Minnesota native plants are eligible for reimbursement, although non-natives and cultivars can be used.)

b. Attach a project budget.

c. How will the project be maintained?

The city will maintain the regenerative air street sweeper per the manufacturer’s specifications as a part of the city’s fleet management. The street sweeping plan will be reviewed annually and modified if necessary.

4. Project Evaluation

a. Describe how the project will be monitored and evaluated.

Staff will track the routes, hours of use, and lane miles swept by the regenerative air sweeper. Staff will calculate TSS and P removals using calculation methods in the plan (compatible with street sweeping calculator). Staff will compare this to the current level of pollutant recovery under the existing (2013) street sweeping.

b. How will the results be shared and with whom?

The results will be shared with the wider city staff through the employee newsletter. The City Council will receive annual reports that include the effectiveness of the street sweeping. The watershed districts will receive reports as requested. The city will share the results with the MPCA in its annual SWPPP reports. The street sweeping management plan will be shared with residents on the city's website.

c. What additional project(s) could be initiated as a result of this project?

Additional projects could include upgrading the other two mechanical brush street sweepers with regenerative air sweepers as they need to be replaced. If proven cost-effective, there may be an expansion of the street sweeping program to meet water quality goals.

Cost Estimating Worksheet

Labor Costs (Contractors, Consultants, In-Kind Labor)

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from NMCWD	Matching / In-Kind Funds	Total
Emmons & Olivier Resources, Inc.	Development of Street Sweeping Management Plan		\$ /hr	\$	\$12,904	\$12,904
Creative Color Studio	Educational message and logos		\$ /hr	\$	\$1,585	\$1,585
City of Edina	Project management and plan development	16	\$43.55/hr	\$	\$696.80	\$696.80
City of Edina	CWRMP amendment process	8	\$43.55/hr	\$	\$348.40	\$348.40
City of Edina	Watershed district coordination	8	\$43.55/hr	\$	\$348.40	\$348.40
City of Edina	Training	10	\$28.79/hr	\$	\$287.90	\$287.90
City of Edina	Track outcomes	8	\$43.55/hr	\$	\$348.40	\$348.40
			\$ /hr	\$	\$	\$
			\$ /hr	\$	\$	\$
Total:				\$	\$16,519	\$16,519

Project Materials

Materials	Unit Costs	Total # of Units	Requested Funds from NMCWD	Matching / In-Kind Funds	Total
Upgrade to regenerative air street sweeper	\$30,508	1	\$25,000	\$5,508	\$30,508
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Total:			\$25,000	\$5,508	\$30,508

(A) Total Requested Funds from NMCWD*: \$25,000 (Labor + Project Materials)

(B) Total Matching/In-Kind Funds: \$22,027 (Labor + Project Materials)

(C) Project Total: \$47,027 (A + B)

*Please note: total requested funds (A) cannot be more than 75% of the Project Total (C).

Exhibit B
Maintenance Plan

1. **Street Sweeper.** Equipment described in the Site Plan and Work Plan attached as Exhibit A to the Agreement must be maintained as follows:
 - a. Equipment will be properly stored and maintained.
 - b. Equipment will be inspected annually and any mechanical problems will be fixed within 30 days of inspection if possible.

2. **Monitoring.** Grantee will calculate TSS and TP removals by the regenerative air sweeper.

3. **Reporting.** Grantee will submit to the NMCWD annually a written report that describes the maintenance activities performed under the Agreement to which this Exhibit is attached, including dates, locations of inspection, maintenance activities performed and photographs of the Project.

4. **Termination.** The CITY's obligations hereunder will be terminated on June 1, 2024.

CITY OF EDINA

By: _____ Date:
Its _____

Accepted by

NINE MILE CREEK WATERSHED DISTRICT

By: _____ Date:
Kevin Bigalke, District Administrator