

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT
Cost-Share Funding Agreement

Riley Purgatory Bluff Creek Watershed District and
EDEN PRAIRIE SCHOOLS ISD #272

The parties to this cost-share agreement are the Riley Purgatory Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D (RPBCWD), and Eden Prairie Independent School District #272 (Eden Prairie Schools). The purpose of this agreement is to provide cost-share assistance for a project demonstrating protection of water resources downstream of the Eden Prairie Schools.

RPBCWD has determined that it will contribute cost-share funding for the purchase of granular salt spreaders have the capability to pretreat, pre-wet and – with an onboard computer and a global positioning system – measure salt and liquid to applied for each snowfall event, which will allow Eden Prairie Schools to reduce chloride entering the local water bodies. RPBCWD has determined the amount of funding that it will contribute to the purchase of the equipment on the basis of the water-quality improvement, public education and demonstration benefits that will be realized.

RPBCWD commits to reimburse Eden Prairie Schools in accordance with the terms and on satisfaction of the conditions of this agreement.

1. Scope of Work

Eden Prairie Schools will provide for the purchase of two (2) granular salt spreaders as described in the application, quotation and specifications attached to and incorporated into this agreement as Exhibit A (the Equipment), as well as the integration of the Equipment into Eden Prairie Schools' winter-maintenance program.

Eden Prairie Schools will submit to RPBCWD annually for five years following purchase of the Equipment a written report that describes the maintenance, use and operation of the Equipment, including but not limited to: routes, usage, volume collected, man-hours, photographs, and a narrative description (Annual Report).

Eden Prairie Schools will maintain a copy of all records related to the purchase of the Equipment for six years from the date Eden Prairie Schools receives or completes purchase of the Equipment. RPBCWD may examine, audit or copy any such records on reasonable notice to Eden Prairie Schools.

2. Reimbursement

Eden Prairie Schools will purchase the Equipment as described in Exhibit A. On receipt and approval of documentation (including receipts) of the purchase of the Equipment, RPBCWD will reimburse Eden Prairie Schools seventy-five (75) percent of the cost of the Equipment. Reimbursement under this agreement will not exceed a total of \$20,000.

RPBCWD has determined that partial performance of obligations under section 1 of this agreement may confer no or limited benefit on RPBCWD. As a result if purchase and integration of the Equipment into Eden Prairie Schools' maintenance program are not substantially completed in material conformance with the terms of this agreement within two (2) years of the date this agreement is fully executed, subject to delays outside of Eden Prairie Schools' control, RPBCWD will not be obligated to provide reimbursement to Eden Prairie Schools under this agreement and may declare this agreement rescinded and no longer of effect. Notwithstanding, the parties will consult before RPBCWD denies reimbursement or rescind the agreement.

3. Right of Access

Eden Prairie Schools will permit RPBCWD representatives to inspect at reasonable times the Equipment, ensure compliance with this agreement and monitor or take samples for the purposes of assessing the performance of the Equipment and compliance with the terms of this agreement. If RPBCWD 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. Eden Prairie Schools will reimburse RPBCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

4. Maintenance

Eden Prairie Schools will maintain and utilize the Equipment for a minimum of five (5) years from the date of purchase in accordance with the specifications and maintenance requirements provided by manufacturer and/or provider of the Equipment. If Eden Prairie Schools fails to maintain and utilize the Equipment, RPBCWD will have a right to reimbursement of all amounts paid to Eden Prairie Schools, unless RPBCWD determines that the failure to maintain and utilize the Equipment was caused by reasons beyond Eden Prairie Schools's control.

5. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Equipment will properly acknowledge the funding provided by RPBCWD and will acknowledge the contribution of Clean Water Legacy funding in accordance with 2009 Minnesota Laws, chapter 172, Article 5, Section 10. Eden Prairie Schools will cooperate with RPBCWD to seek publicity and media coverage regarding the purchase and implementation of the Equipment.

6. Independent Relationship; Indemnification

RPBCWD's role under this agreement is solely to provide funds to support the performance of voluntary work by Eden Prairie Schools that furthers the purposes of RPBCWD. This agreement is not a joint powers agreement under Minnesota Statutes section 471.59. Eden Prairie Schools acts independently and selects the means, method and manner of purchasing and using the Equipment. No employee, representative, contractor or consultant of any party to this agreement has acted or may act in any respect as the agent or representative of the other party. Any right to review or approve a design, work in progress provided by the agreement to RPBCWD is solely for RPBCWD's purpose of accounting for RPBCWD funds expended. Eden Prairie Schools is not the agent, representative, employee or contractor of RPBCWD. Eden Prairie Schools will hold

RPBCWD, its officers, board members, employees and agents harmless, and will defend and indemnify RPBCWD, with respect to all actions, costs, damages and liabilities of any nature arising from: (a) Eden Prairie Schools's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Eden Prairie Schools to RPBCWD. No action or inaction of or the Eden Prairie Schools under this agreement creates a duty of care on the part of RPBCWD or the Eden Prairie Schools for the benefit of any third party.

7. Remedies; Immunities

Only contractual remedies are available for a party's failure to fulfill the terms of this agreement. Notwithstanding any other term of this agreement, the District and the Partner waive no immunities in tort. No action or inaction of a party under this agreement creates a duty of care for the benefit of any third party. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

8. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by all parties and expires three years thereafter. RPBCWD retains the right to void this agreement if purchase of and integration into Eden Prairie Schools's winter maintenance program is not complete by February 28, 2023. RPBCWD may grant a request to extend the completion period based on satisfactory explanation and documentation of the need for an extension. Upon issuance by RPBCWD of notice of RPBCWD's determination to void this agreement, Eden Prairie Schools will not receive any further reimbursement for work subject to this agreement, unless RPBCWD extends the completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 3, 4, 5 and 6 will survive expiration.

9. Compliance With Laws

Eden Prairie Schools is responsible to secure all permits and comply with all other legal requirements applicable to the purchase and use of the Equipment.

10. Notices

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

To RPBCWD:

Administrator
Riley Purgatory Bluff Creek Watershed District
18681 Lake Drive East
Chanhassen, MN 55317

To EDEN PRAIRIE SCHOOLS:

Jason Mutzenberger
Executive Director of Business Services
Eden Prairie Schools ISD #272
8100 School Road
Eden Prairie, MN 55344

11. Waiver

RPBCWD '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, RPBCWD 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.

12. Venue and Jurisdiction

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

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

EDEN PRAIRIE SCHOOLS

By _____ Date _____
Name _____
Its _____

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _____ Date _____
Name _____
Administrator

Exhibit A

Application; January 17, 2022, Twin Star Equipment & Mfg. Quotation; Budget

Property Owner Information

Property Owner Name *

<input type="text" value="Bert"/>	<input type="text" value="Windhorst"/>
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First

Last

Property Owner Address *

<input type="text" value="8055 Wallace Rd"/>
<input type="text"/>

Street Address

Address Line 2

<input type="text" value="Eden Prairie"/>	<input type="text" value="MN"/>
<input type="text" value="55344"/>	<input type="text" value="United States"/>

City

State

Zip Code

Country

Property Owner Phone *

Property Owner Email *

Primary contact information is the same as above

Project Information

Project title *

Give your project a name

Projected total project cost *

<input type="text" value="30676.00"/>	USD
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Grant amount requested *

<input type="text" value="20000.00"/>	USD
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Estimated start date *

dd-MMM-yyyy

Estimated completion date *

01-Mar-2022

dd-MMM-yyyy

My project is within the Riley Purgatory Bluff Creek Watershed District*

- Yes
- No

Project Address *

8055 Wallace Rd

Street Address

Address Line 2

Eden Prairie

City

MN

State

55344

Zip Code

United States

Country

Where will this project be installed/ conducted

Please describe the current practices, relevant site history, and past management *

Eden Prairie Schools (ISD #272) currently provides Snow & Ice Management for all 8 of its sites in house. The grounds department is in charge of keeping the parking lots and sidewalks at each site clear of snow and ice. Currently we use a fleet of plow trucks, skid loaders, front end loader, and salt trucks to achieve this task. Our salt trucks are out dated with replacement tailgate spreaders that are not capable of monitoring the amount of salt that is applied to the hard surface. Our current practice is to load our trucks with 2.5 cu yards of material and apply salt to the hard surface areas as needed. The salt spreaders we use are not intended to measure how much is being applied or able to record and report to management. We keep a running tally of the amount of salt that we use for the season by counting the amount of times we load our trucks throughout the season.

Please describe the project in detail, including any site issues you are hoping to address through it.*

Our project main focus is to replace and upgrade our salt trucks with Hilltip Icestrickers. These granular spreaders have the capability to pre-treat, pre-wet, and with an on board computer and gps measure the exact amount of salt and liquid applied for each event. At the end of each event the data from the onboard computer is then uploaded and a report can be generated of the gps recordings, and how much products was applied at each individual site, as well as a total amount applied for all sites. The link for these spreaders is <https://www.hilltipna.com/en/products/spreaders/truck-salt-spreader/> With the combination of pre-treat, pre-wet, our goal is to drastically cut down the amount of granular material.

Summarize your workplan. How will the project be completed?*

We have already obtained quotes for these spreaders. If approved, we will purchase the spreaders and have them installed in our two salt trucks that we have replacing the old ones. Once installed we will then train and educate our operators in the Grounds Department on the correct operation of the equipment. We will then make sure that the spreaders are properly calibrated in order to provide accurate reports. Once we know that a snow event will take place we will then utilize the pre-treating option and apply liquid salt brine (Weather and pavement temperature pending) to our surfaces. After the removal of snow we will then deploy these spreaders into the field and apply granular to the hard surfaces. After completion we now have accurate reports of how much material has been applied. Over time we can monitor the amounts and see the reduction in material.

Smart Salting

In order to be eligible for the grant, you must be a smart salter certified – Please provide copy of certification or name of the person who is certified in your organization and when that person was certified (class date).

Smart Salt Certification



ss.jpg

Name of person who is certified

First

Last

Date of certification

dd-MMM-yyyy

Application Questions

Name of Applicant or Organization *

Which source(s) of chloride does this project address (municipal applications, school district applications, private parking lot applications, sidewalks, driveway, etc.)?

Describe any outreach and training that will accompany the project. Examples include staff training in use of new equipment, signage, or residential education

The Grounds Department at our district consists of 4 individuals including myself. We alone are responsible for Snow and Ice Management across the district. The training that is necessary for this new equipment would be a in depth walk through of the equipment and all that it is capable of doing. We would then go through how the spreaders are to be calibrated and loaded properly, pre and post trip inspection for operation and how to properly operate the spreaders. Then after a initial test run we would then train on proper cleaning and maintenance of the spreaders to ensure longevity.

Provide an estimate of how much chloride is being applied to the designated area currently per winter season. Provide an estimate of how much will be applied when the project is complete

For the 2020/2021 season we used 63 Tons of Granular Rock Salt. We hope to decrease that number by 12-18 tons (20%-30%)

What is the estimated reduction percentage per winter season? To get this number use the formulas listed below, in order

20

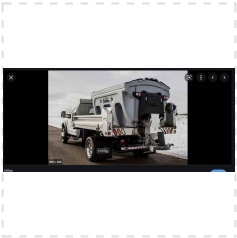
current salt use – future salt use = change in salt use

$$\left(\frac{\text{change in salt use}}{\text{current salt used}} \right) \times 100 = \text{percent change}$$

Are there any indicators besides chloride reduction that will help determine the success of the project?

Besides the reduction, the only other indicator is the reporting of the actual amount applied during ice events.

If the cost share grant will fund equipment, attach a drawing or picture of the equipment proposed



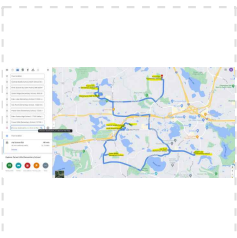
hilltip.PNG

Describe how the equipment will be used while in operation (back of Company pickup truck, attachment on front of snowplow blade, etc.) and when it will be used (before a storm, during a storm, etc.).

This piece of equipment will be installed into the back of our F550 Dump Trucks

Attach a map showing the areas where chloride reduction will take place as a result of this project (show areas inside and outside the Minnesota River Collaborative).

If you don't have a map created to upload, visit [this map creator](#) to create a map and either take a screenshot, or save it as a KML or Shapefile, and upload that file.



map.PNG

Authorization to submit application

Name of landowner(s) or responsible party authorized to submit this application and sign any subsequent funding agreement(s).

Name of Authorized Parties *

First

Last

Role of Authorized Party *

Date of Authorization *

dd-MMM-yyyy

I/ we submit this application for consideration for a 2020 Watershed Stewardship Grant

Smart Salting

Level 1 Voluntary Certification



Your knowledge and actions will help protect
Minnesota lakes and streams.

m MINNESOTA POLLUTION
CONTROL AGENCY

This is to certify that

Bert Windhorst
ISD #272 - Eden Prairie Schools

has passed the certification
examination and has volunteered to
apply snow and ice control best
management practices for roads,
parking lots and sidewalks.

Handwritten signature of Brooke Asleson

Brooke Asleson
Resource Management and Assistance Division
Issue Date: September 26, 2019

Certificate Expires 5 years after Issue Date

- Your location
- Central Middle School, 8025 School Rd, E
- 8100 School Rd, Eden Prairie, MN 55344
- Cedar Ridge Elementary School, 8905 Bre
- Eden Lake Elementary School, 12000 Anc
- Oak Point Elementary School, 13400 Star
- Prairie View Elementary School, 17255 P
- Eden Prairie High School, 17185 Valley V
- Forest Hills Elementary School, 13708 He
- Choose destination, or click on the r

Choose destination, or click on the map...

Your location

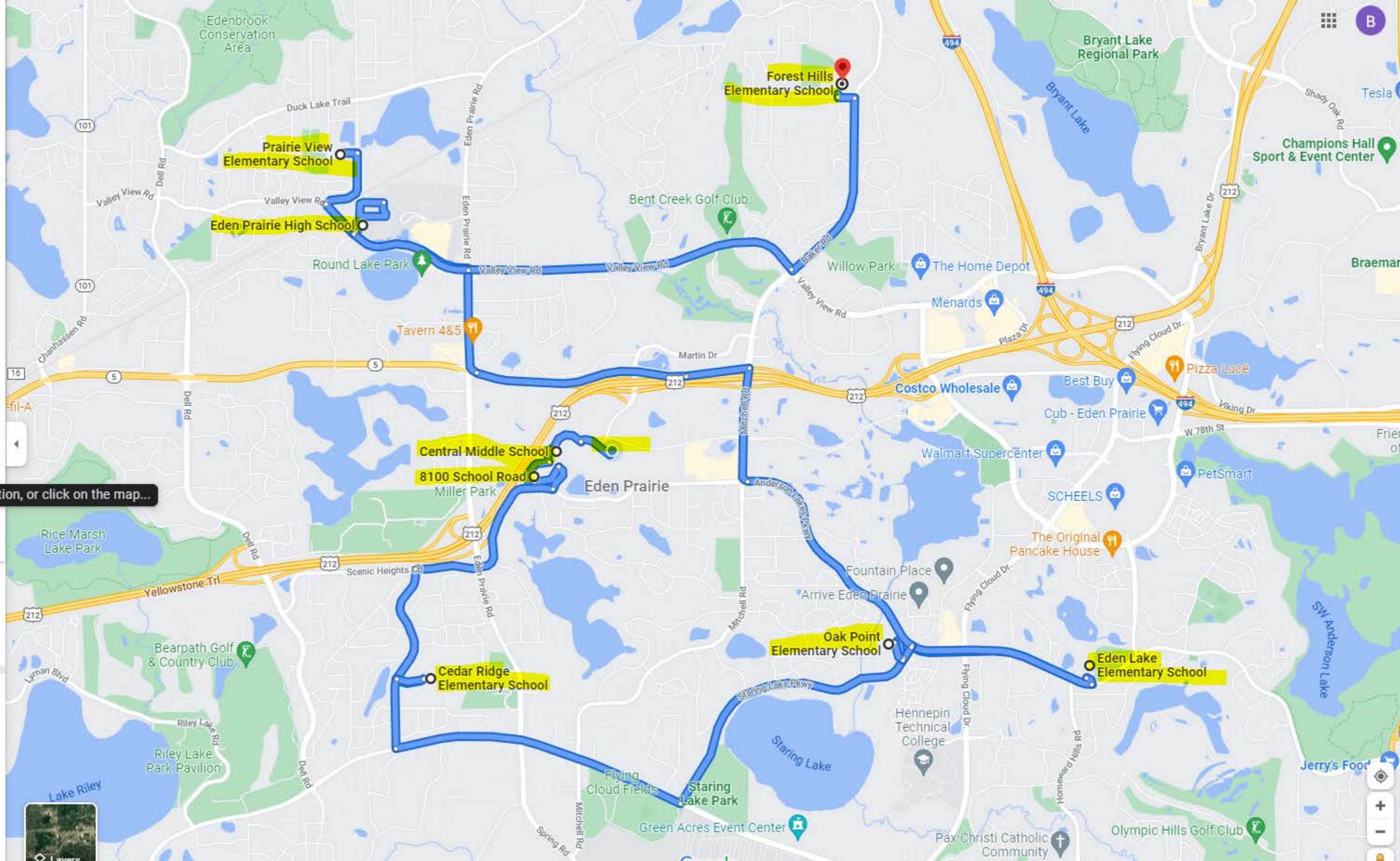
via School Rd
48 min

48 min without traffic 16.5 miles

[Details](#)

Explore Forest Hills Elementary School

- Restaurants
- Hotels
- Gas stations
- Parking Lots
- More





1950 202nd Street East Clearwater, MN 55320
Office 320-558-2800 Fax 320-558-2809 Parts 320-558-2810

January 17, 2022

Eden Prairie Schools
8055 Wallace Road
Eden Prairie, MN 55344

cole_hagberg@edenpr.k12.mn.us

Dear Cole;

Twin Star Equipment & Mfg is pleased to provide the following quote:

Ice Striker 3400AM 3.4 Cubic yard 240 gallon liquid

HillTip IceStriker™ 3400 Auger Driven Combi is an Electric Poly Hopper Spreader for large trucks. This spreader is unique as it has a built-in tank for the optional pre-wetting system (3.4 Cu.yd material & 240 gallon liquid, and it requires no extra tanks. Additionally it comes with GPS Speedcontrol. The IceStriker has the most efficient and economic control system on the market.

The Spreader comes with a color screen controller with multi programmable parameters. Optionally it can transfer online tracking data to the HillTip HTrack™ Tracking system. The spreader comes in grey color as standard.

<https://www.youtube.com/watch?v=3eycwY5zGTM>

*A 12-volt motor is mounted inside a sealed weather-resistant enclosure.

*Vibrator prevents bridging and de-icing material from clogging by shaking the inverted Vee.

*Hopper body includes molded alternate license plate area

*Includes an accessory wire for optional work light, beacon light and rear camera that can be activated from the standard controller.

*Salt liquid level check for optional liquid system, also includes electronic sensor.

3400 AM 3.4 cu yd List Price \$16,880.00 Your Price \$15,450.00

Installation \$950.00 including Tie Down Kit, and in cab controller installation

Options:		Your Price:
Spreading symmetry adjustment	List \$695.00	\$588.00
Installation	List \$228.00	\$228.00
Rear Lights	List \$234.00	\$198.00
Installation	List \$79.00	No Charge
LED Amber Warning Light	List \$196.00	\$157.00
Installation	List \$79.00	No Charge
LED Work Light	List \$134.00	\$109.00
Installation	List \$79.00	No Charge
Vibrator - installed	List \$229.00	\$229.00
ODB Connection – Speed Control	List \$231.00	\$209.00
End of Material Sensor – installed on chute	List \$425.00	\$398.00

Pre Wet & Anti Ice Pump & Controller

Pre-wet Salt liquid kit pump kit factory		
Installed, CAM- LOCK 2"fitting, empty tank,		
Auto shut off	List \$2,963.00	\$2,143.00
Installation	List \$750.00	\$677.00
Liquid Spray Bar Installed	List \$2,286.00	\$1,998.00
Manual Spray Nozzle	List \$1,219.00	\$1,099.00
Floor Mount (RAM style) for Controller – installed		\$674.00

H-Track System (50% Off Initial Year)

Free Of Charge In 2022

Please feel free to contact me with any questions.

Total Charge : \$24,157.00

Neil Skog

612-615-5456

This is the total for 1 unit. We are upgrading 2 units in the fleet. So total for both is \$48,314.00

This quote is valid for 10 days after date issued.

All taxes, including FET are additional. 25% down payment required with order.

Acceptance of Quotation:

I hereby authorize Twin Star Equipment & Mfg to complete work as outlined on this Quotation. Full payment will be due upon completion of project, or delivery of products outlined. I agree to payment Terms. I also acknowledge that I am authorized by the Company listed to complete this transaction on behalf of the Company.

Printed Name

Title

Signature

Date

