

FIRST AMENDMENT TO COOPERATIVE AGREEMENT
(Ponderosa Woods Stream Restoration Project ML-22)

This First Amendment to Cooperative Agreement (the “First Amendment”) is made this ___ day of _____, 2026 by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (the “Commission”), and the city of Plymouth, a Minnesota municipal corporation (the “City”).

WHEREAS, the Commission and the City previously entered into that certain Cooperative Agreement, dated September 21, 2023 (the “Contract”); and

WHEREAS, the Contract provided terms and conditions related to the City’s undertaking of the Ponderosa Woods Stream Restoration Project ML-22 (the “Project”) and cost reimbursement by the Commission for the Project; and

WHEREAS, the Project is now complete, and for various reasons, the total Project cost was \$407,238, which is \$55,238 more than the \$352,000 that was originally anticipated; and

WHEREAS, the City has requested an amendment to the Contract to provide for additional Commission reimbursement for Project costs that were not anticipated at the time the parties entered into the Contract; and

WHEREAS, the Commission has sufficient funds available in its Closed Project Account and is willing to reimburse the City for the additional cost as requested; and

WHEREAS, in light of the above, the parties wish to modify the terms of the Contract as provided in this First Amendment.

NOW, THEREFORE, on the basis of the premises and mutual covenants hereinafter set forth, the parties hereby agree to the following:

I. Section 5 of the Contract is hereby amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

5. 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 Three Hundred and Fifty Two Thousand Dollars (\$352,000) by tax levy in 2023 for collection in 2024. The Commission also has an additional \$55,238 in its Closed Project Account available for Project reimbursement. The total reimbursement paid by the Commission to the City for the Project may not exceed the total amount levied for the Project plus the Closed Project Account funding provided above, i.e. \$407,238, less Commission expenses. Out-of-pocket costs incurred and paid by the Commission related to the Project including but not limited feasibility studies, publication of notices, securing County tax levy, preparation of contracts, review of engineering designs, review of proposed contract documents, grant application development, grant administration, administration of this contract, and up to a 2.5% administrative charge shall be repaid from the amount specified above from

funds received in the tax settlement from Hennepin County. All ~~such levied~~ funds in excess of such expenses are available for reimbursement to the City for costs incurred by the City in the design and construction of the Project. Reimbursement to the City 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 shall complete and submit with its final reimbursement request to the Commission a final report on the Project using the Commission's final reporting form and providing such other information as may be requested by the Commission.

II. Section 6 of the Contract is hereby amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

6. Limits on Reimbursement. Reimbursement to the City under this Agreement will not exceed ~~the lesser of the amount specified above (\$352,000~~407,238) ~~or the amount received from the County for the Project,~~ less any amounts retained by the Commission for Commission expenses. Reimbursement will not be increased by grants or other revenues received by the Commission for the Project. Reimbursement will not exceed the costs and expenses incurred by the City for the Project, less any amounts the City receives for the Project as grants from other sources. 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.

III. All other terms and conditions of the Contract shall remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this First Amendment 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

By: _____
Its Secretary

CITY OF PLYMOUTH

By: _____
Its Mayor

By: _____
Its City Manager