

COOPERATIVE AGREEMENT
(Cost Share Purchase of Enhanced Regenerative Street Sweeper)

This Cooperative Agreement (“**Agreement**”) is made as of this ____ day of _____, 2026 by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (“**Commission**”), and the City of Crystal, 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 has formally adopted the 2026-2035 Bassett Creek Watershed Management Commission Watershed Management Plan on April 16, 2026 (“**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, including, without limitation, a watershed-wide CIP project to "Implement Recommendations from the Street Sweeping Prioritization Project." As part of that watershed-wide CIP project, the City has requested that the Commission share in the cost of the City’s purchase of an enhanced regenerative street sweeper (“**Sweeper**”) for use within the Bassett Creek Watershed (“**Project**”).
- C. The Project includes the City’s purchase of the Sweeper for use in the City. The Project, including the requested cost-sharing structure outlined herein, is consistent with the BCWMC’s “Policy on Use of CIP Funds for City Equipment Purchase” (“**Policy**”), which was originally approved by the Commission on April 16, 2020 and amended on November 19, 2025.
- D. The City will use the Sweeper on City streets that drain to North Branch Bassett Creek and Bassett Creek at least three times annually, including one spring, one summer, and one fall sweeping.
- E. The estimated total cost of the Project to the Commission, including cost share pursuant to Policy guidelines, administration, and technical review is \$18,816.
- F. In accordance with the Plan and Policy, the Commission intends to initiate the process for ordering and funding of the Project and, if ordered, direct that it be implemented by the City.
- G. The City desires to implement the Project and pursue Commission reimbursement, subject to 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 the purchase of the Sweeper by the City, at an estimated total cost of \$396,230, in accordance with all statutory municipal contracting requirements, and its use and related reporting requirements contained herein. Following the City's initial purchase of the Sweeper and the subsequent satisfaction of all express requirements and conditions set forth in section 2 of this Agreement, the Commission will reimburse the City in accordance with the terms and conditions herein. The City shall use the Sweeper as specified in the attached Exhibit A and it will annually report on the use of the Sweeper and its effectiveness at reducing pollutant loads. Reporting will occur annually for five years and shall include, but may not necessarily be limited to, all data specified in Exhibit A. Said annual reports (the "**Effectiveness Report**") shall be submitted to the Commission upon completion.
2. Project Implementation; Commission Reimbursement. The Commission will initiate the process to order the Project and secure payment from the county in accordance with Minnesota Statutes, section 103B.251 in the amount of \$18,816 by tax levy in 2026 for collection in 2027, though there is no guarantee that the Project will be ordered and funded via that process. If the Project is ordered and funded pursuant to that process, then the Commission will reimburse the City \$18,816 towards purchase of the Sweeper. 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 all associated costs and expenses.
3. Limits on Reimbursement. Reimbursement to the City will not exceed the lesser of \$18,816 or the total amount received from the county for the Project. All costs of the Project incurred by the City in excess of such amounts shall be borne by the City or secured by the City from other sources. For avoidance of doubt, it is expressly understood and acknowledged by the City that the Commission is required to follow the statutory process contained in Minnesota Statutes, section 103B.251 to order the Project and secure the funding contemplated herein, and as such, there is no guarantee that the Project will be funded as contemplated herein.
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 Service Period; 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 in the Bassett Creek Watershed for no less than 60 months from its date of purchase. The City agrees to perform all maintenance of the Sweeper 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.
9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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 CRYSTAL

By: _____
Its Mayor

And by: _____
Its City Manager

Date: _____

EXHIBIT A

Use and Reporting Requirements for High Efficiency Street Sweeper

The City shall use the Sweeper in areas that drain to the North Branch of Bassett Creek and Bassett Creek. The priority for City sweeping efforts should concentrate on areas found to have higher total phosphorus reduction as shown in [Figure 3-2 of the BCWMC Street Sweeping Prioritization Project Final Report](#).

The City shall collect data to document the effectiveness of the equipment at reducing pollutant loads, as provided in this Exhibit, and as required under the BCWMC's "Policy on Use of CIP Funds for City Equipment Purchase" ("Policy"). The Commission shall deliver a copy of the Policy to the City and shall provide at least 30 days written notice to the City of any changes to the Policy.

Required Timing for Sweeping:

The City shall use the Sweeper at least once in the spring to reduce chlorides and nutrients, at least once in the summer months, and at least once in October or November to reduce nutrients from leaf litter. The timing of fall sweeping shall be prioritized to capture peak leaf litter, particularly on tree-lined streets.

Required Effectiveness Testing and Reporting:

During the first year of Sweeper use, the City shall collect a representative sample from each sweeping season (spring, summer, fall) and submit for testing of parameters that include chloride and phosphorus concentrations (the "Sample(s)"). The City shall submit the Samples to a laboratory for testing provide all test results to the Commission.

In the years 2027-2031, the City shall prepare an annual Effectiveness Report and provide the report to the Commission. The annual report shall contain at least the following information:

- Description of area swept and downstream waterbody
- Dates of sweeping
- Lane miles swept
- Estimated pollutant load reduction in mg/kg for total phosphorus and chlorides using empirical testing data collected in year one. Pollutant reductions in subsequent years may be estimated using year one test results, the MPCA calculator, or test results from adjacent cities.

The City shall promptly submit all Effectiveness Reports to the Commission upon their completion.