

CAPITOL REGION WATERSHED DISTRICT COOPERATIVE AGREEMENT WITH SAINT PAUL PUBLIC WORKS FOR STREET SWEEPING PILOT PROGRAM

Estimated Annual Project Cost: \$100,000 Exhibits: A – Street Sweeping Pilot Program Description

This Agreement is between the Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D (“CRWD”), and City of Saint Paul (“City”), a municipal corporation, to apportion rights and responsibilities related to the Pilot Street Sweeping Program for additional street sweeping operations in the Program priority area within CRWD’s jurisdictional boundaries (“Program”).

RECITALS

1. Street sweeping has been shown to be a highly cost-effective best management practice for sediment and phosphorus removal in developed watersheds.
2. The City has expressed interest in CRWD funding additional street sweeping beyond what is required by the City’s MS4 Permit.
3. CRWD defined the Program priority area and timing based on a 2024 study that prioritized seasons and areas with the highest phosphorus loads.
4. The CRWD Board of Managers approved the Program on June 18, 2025.
5. Program details are defined in Exhibit A and generally provide for the reimbursement of City’s street sweeping costs on seasonal sweeping routes within CRWD after the Fall 2026 City-wide sweep.

AGREEMENTS

1. City Responsibilities

- 1.1. Conduct enhanced street sweeping within CRWD, as defined in Exhibit A, which is hereby incorporated by reference into this Agreement.
- 1.2. Transfer, handle, and dispose of swept material per standard City operations.
- 1.3. Track accomplishments, including streets swept, curb-miles swept, and mass collected.
- 1.4. Coordinate with CRWD to allow for sample collection of swept material.
- 1.5. Report on CRWD-funded sweeping efforts in reimbursement request, as defined in Exhibit A.

2. CRWD Responsibilities

- 2.1. Observe and document street sweeping activities as available.
- 2.2. Collect samples of swept material for laboratory analysis of phosphorus, organic matter, solids, and other constituents.
- 2.3. Reimburse eligible City expenses.

3. Funding

- 3.1 CRWD will reimburse City for eligible expenses up to \$100,000.

4. Payment Schedule

- 4.1. City will submit a reimbursement request, as defined in Exhibit A, to CRWD by January 31, 2026.
- 4.2. Full payments will be made within 60 days of a complete reimbursement request.

5. Time

- 5.1. The Project will start upon execution of a contract between CRWD and the City and end by December 31st, 2026.

6. Access

6.1. The City will coordinate with CRWD staff to arrange access to swept material and allow samples to be collected.

7. Liability

7.1. Each party shall be responsible for the acts and omissions of its own officers, officials, employees, and agents and no party shall be considered another's agent in carrying out the obligations of this agreement. Nothing in this Agreement shall constitute a waiver by the parties of any statutory or common law immunities, limits, or exceptions on liability.

8. Other provisions

8.1 This Agreement shall remain in full force and effect until expiration or until terminated by mutual agreement of the parties.

8.2 Records. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures.

8.3 Modification. It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

8.4 Execution. This agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.

8.5 Applicable Law. This agreement shall be construed, interpreted, and enforced according to the laws of the State of Minnesota without regard to its conflict of laws provisions. The parties agree that any proceeding arising from this agreement shall be brought in the courts of Ramsey County, Minnesota.

8.6 Non-Discrimination. The parties each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based

on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin. In addition, the parties each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, public assistance status, creed, or national origin.

[Signature pages to follow]

CAPITOL REGION WATERSHED DISTRICT

Anna Eleria, Administrator

Date: _____

Approved as to form:

CRWD Attorney

Date: _____

CITY OF SAINT PAUL

Mayor's Office

Date: _____

Public Works

Date: _____

Office of Financial Services

Date: _____

Approved as to form:

City Attorney

Date: _____

Street Sweeping Pilot Program Description

1. PROGRAM OVERVIEW

The purpose of the Street Sweeping Pilot Program is to support enhanced street sweeping operations in Saint Paul as a highly cost-effective best management practice for sediment and phosphorus removal in developed watersheds. Under this initial offering, Capitol Region Watershed District (CRWD) will fund additional sweeping in the City of Saint Paul (City) beyond regular street sweeping to remove pollutants from the streets of CRWD, and request City participation in data collection. This approach will help determine if this type of program can be implemented more widely and/or regularly in CRWD,

2. TASKS AND RESPONSIBILITIES

City Responsibilities:

1. Additional street sweeping along seasonal sweeping routes within CRWD
2. Dispose of material per standard City operations
3. Track accomplishments
 - Identify streets swept
 - Quantify curb-miles swept
 - Quantify mass collected
4. Coordinate with CRWD to allow for sample collection of swept material
5. Report on CRWD-funded sweeping efforts

CRWD Responsibilities:

1. Observe and document (photos or video) street sweeping activities as available
2. Collect samples of swept material, analyze for phosphorus and potentially other constituents
3. Review and process reimbursement requested from City

2. FUNDING

CRWD funding will go towards actual operational costs for street sweeping (e.g. staff and equipment operating rates, material screening and disposal, etc.) and be provided on a reimbursement basis as described in Section 7. Sweeping must occur within CRWD and after the required fall city-wide sweep to be eligible for reimbursement. CRWD will sample and analyze the composition of swept material. City will coordinate with CRWD staff to facilitate sampling at the dump site.

3. EXPECTED SCHEDULE

Eligible sweeping activities must occur after the regular city-wide fall sweeping operations, but before December 31st, 2026.

4. AVAILABLE FUNDS

CRWD funding coverage is up to 100% of eligible expenses. The maximum funding available in 2026 is \$100,000.

5. AGREEMENT

A Street Sweeping Pilot Program Agreement will be executed by CRWD upon approval by the CRWD Board and District Administrator. Exhibits to the agreement include a map of CRWD's boundary, City sweeping labor and equipment rate, and this program description.

Any amendment to the Street Sweeping Pilot Program Agreement terms shall be approved by the CRWD Administrator and must be signed by both parties upon mutual agreement.

6. ANNUAL REPORT

An annual report summarizing all efforts shall be submitted by **January 31, 2027**. The report should include summaries of work completed and eligible expenses approved in the pilot program agreement (e.g., labor rates and hours, operation cost, equipment cost, maintenance cost, etc.). Additionally, the report should include a map of curbs swept in the CRWD and summarize the mass of material collected (e.g., tons) associated with CRWD-funded enhanced sweeping efforts.

7. PAYMENT/REIMBURSEMENT

A reimbursement request must be submitted to CRWD by **January 31, 2027** (electronic PDF submittal preferred). A reimbursement request consists of the annual report and cover letter sent to ckucek@capitolregionwd.org. Reimbursement will be made within 60 days of submitting a complete request.

8. CONTACT

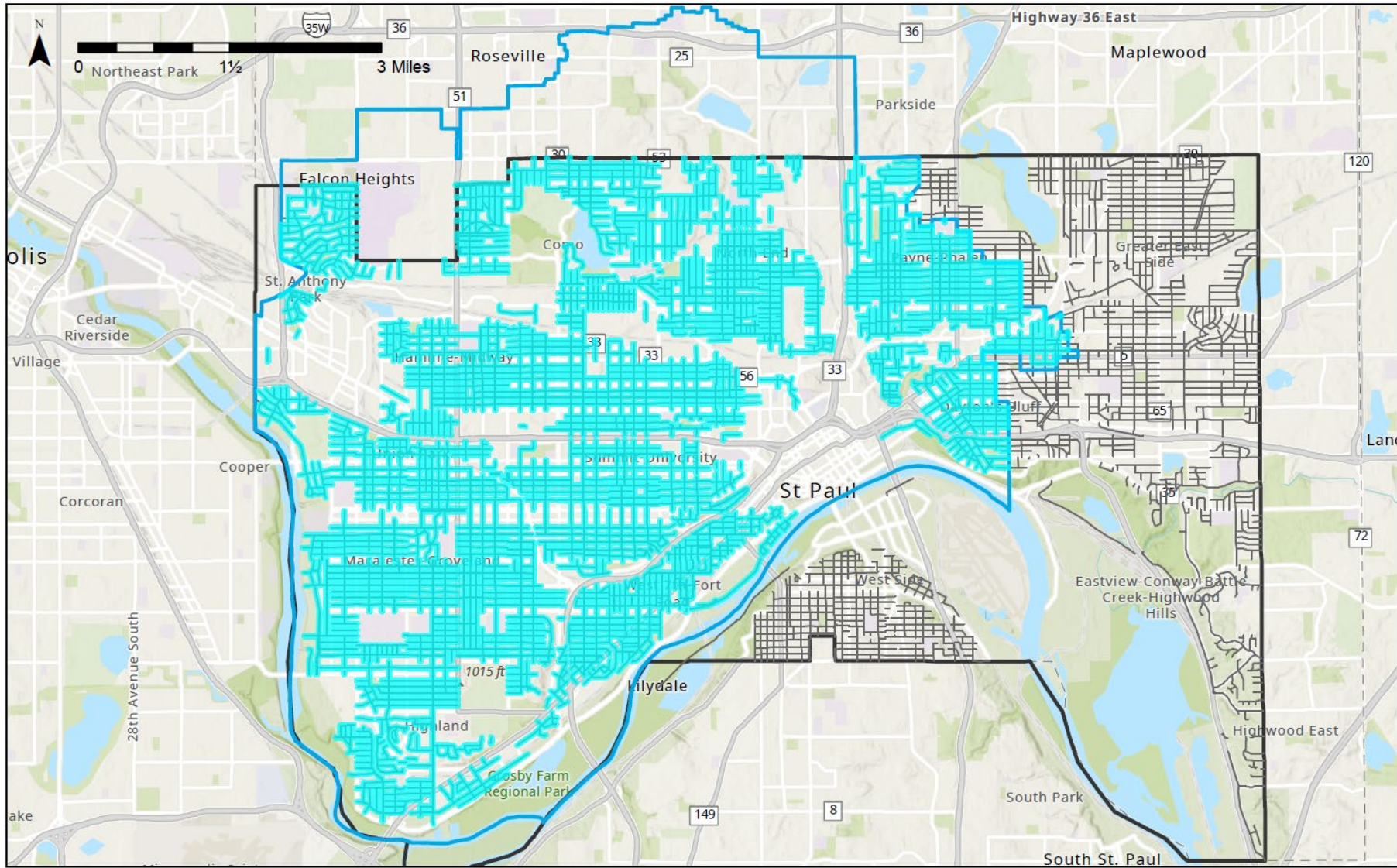
Chris Kucek

Facility Operations Specialist

Capitol Region Watershed District

651-644-8888 x112

ckucek@capitolregionwd.org



2026 Eligible Enhanced Sweeping Routes

- City Boundary
- CRWD
- Seasonal Sweeping Routes (CRWD portions highlighted)