



**Metropolitan Soil and Water Conservation Districts
Technical Service Area Joint Powers Board (MCD) Meeting
Washington Conservation District
455 Hayward Ave N., Oakdale, MN 55128
4:00 PM, Wednesday, Aug 26, 2026**

AGENDA

<u>Item</u>	<u>Description</u>	<u>Packet Pages</u>	<u>Type</u>
1	Call to Order		
2	Attendance Roll Call/Introductions		
3	Approval of Agenda		Action
4	Minutes		
	4.1 Feb 25, 2026 Regular Board Meeting	2-6	Action
	4.2 June 4, 2026 Special Meeting	7-8	Action
5	Treasurer's Report – <i>Scott reporting</i>		
	5.1 February Treasurer's Report	9	Action
	5.2 Checking Account Transactions Report	10	Information
6	Manager Meeting Notes from 3/30, 5/27, 6/24, 7/29	11-25	Information
7	Special Programs		
	7.1 Engineering and Technical Assistance (ETA) Program – <i>Dakota reporting</i>		
	7.1.1 Expense Summary Reports as of July 22, 2026	26-27	Information
	7.1.2 Grant Status Report as of July 22, 2026	28	Information
	7.1.3 Capital Equipment Plan 2026-2027	29-31	Action
	7.2 MN Ag Water Quality Certification Program (MAWQCP) – <i>Scott Reporting</i>		Information
	7.3 Metro Children's Water Festival (MCWF) – <i>Ramsey Reporting</i>		Information
8	Other Business		
	8.1 Status of Agreements – <i>Scott Reporting</i>		Information
	JPA with Chisago SWCD for Drone Host Services	32-40	
	Drone Users Agreement	41-44	
	State Fair License Agreement for MCWF	45-52	
	JPA with Ramsey County for MCWF Host Services		
	JPA with Dakota County SWCD for ETA Host Services		
	JPA with Scott SWCD for Administrative Services		
10	Member Updates		
11	Adjourn		Action

PUBLIC NOTICE: The August 26, 2026, regular board meeting will take place in person with an option to participate remotely. Board members who plan on be attending remotely are listed on the MCD's website at <https://www.metrotsa4.org/board>. A link for remote attendance will be provided to all representatives, alternates, and staff, and to anyone who requests one. Please call 952-492-5425 for more information or instructions.



DRAFT REGULAR MCD BAORD MEETING MINUTES

Wednesday, February 25, 2026

**Washington Conservation District, 455 Hayward Ave N, Oakdale, MN
(In-person meeting with virtual attendance option)**

Attendance:

<u>Member</u>	<u>Supervisors</u>	<u>Staff</u>
Anoka CD	Glenda Meixell*	
Carver SWCD	Karli Wittner*	Mike Wanous
Chisago SWCD	Rick Cedergren*	Craig Mell
Dakota SWCD	Laura Zanmiller*	Ashley Gallagher
Hennepin County		
Isanti SWCD	Frank Curtis	
Ramsey County	Kelly Miller*	Mike Goodnature
Scott SWCD	Doug Schoenecker*	Troy Kuphal, Shelly Tietz
Sherburne SWCD	Jason Selvog*	Francine Larson
Washington CD	John Rheinberger	Jay Riggs
Wright SWCD	Duane Dahlman*	

* Attended remotely due to travel or other scheduling constraints.

1. Call to Order

The meeting was called the meeting to order at 4:00 pm. A quorum was present.

2. Attendance Roll Call/Introductions

Kuphal called roll.

3. Election of Officers

Kuphal opened the floor for nominations for Chair. Schoenecker nominated Rheinberger for Chair. Kuphal called twice more for nominations. As no further nominations were made, Kuphal closed the floor and, without objection, declared Rheinberger Chair by acclamation. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog, Dahlman. Voting Nay: None

Kuphal opened the floor for nominations for Vice-Chair. Zanmiller nominated Schoenecker for Vice-Chair. Following discussion Zanmiller rescinded the nomination for Schoenecker and nominated Rick Cedergren for Vice-Chair. Kuphal called twice more for nominations. As no further nominations were made, Kuphal closed the floor and, without objection, declared Cedergren Vice-Chair by acclamation. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog, Dahlman. Voting Nay: None

Kuphal opened the floor for nominations for Secretary. Rheinberger nominated Laura Zanmiller for Secretary. Kuphal called twice more for nominations. As no further nominations were made, Kuphal closed the floor and, without objection, declared Zanmiller Secretary by acclamation. A roll-call vote

followed.. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog, Dahlman. Voting Nay: None

Kuphal opened the floor for nominations for Treasurer. Rheinberger nominated Doug Schoenecker for Treasurer. Kuphal called twice more for nominations. As no further nominations were made, Kuphal closed the floor and, without objection, declared Schoenecker Treasurer by acclamation. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog, Dahlman. Voting Nay: None

4. Approve of Agenda

Motion 26.001 Motion by Schoenecker, second by Meixell , to approve the agenda with addition 9.9 – Metropolitan Conservation District legal counsel. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog, Dahlman. Voting Nay: None

5. Approval of November 19, 2025 Regular Meeting Minutes

Motion 26.002 Motion by Miller, second by Cedergren, to approve November 19, 2025, minutes as presented. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog, Dahlman. Voting Nay: None

6. Treasurer's Report – Scott SWCD Reporting

6.1 Treasurer's Report – February 11, 2026

Shelly Tietz read the Treasurer's Report with balances as of February 11, 2026.

Motion 26.003 Motion by Meixell, second by Kelly, to approve the treasurer report as presented subject to audit. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog, Dahlman. Voting Nay: None

6.2 Checking Account Transaction Report

The checking account transaction report was published, no discussion.

7. Manager's Meeting Notes for January 18, 2026

Manager meetings notes submitted for review. No discussion.

8. Special Programs

8.1 Engineering and Technical Assistance (ETA) Program

8.1.1 ETA Eng./Tech, Assistance & Equipment Reports

Ashley Gallagher reported; no discussion.

8.1.2 Grant Status Report

Ashley Gallagher reported; no discussion.

Gallagher reported that matches are no longer required for the grant.

8.2 MN Ag Water Quality Certification

Troy Kuphal reported, noting that a new Joint Powers Agreement has been executed.

8.3 Metro Children's Water Festival

Mike Goodnature reported; no discussion.

9. Other Business

9.1 Official Depository Institution

Motion 26.004 Motion by Schoenecker, second by Curtis to designate HomeTown Bank as the primary checking and savings account. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog, Dahlman. Voting Nay: None

9.2 Official Publication

Motion 26.005 Motion by Curtis, second by Miller to designate the Star Tribune as the official place of publications. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog, Dahlman. Voting Nay: None

Dahlman exited the meeting at 4:30 pm

9.3 FY2024 Financial Discussion

Tietz reported that audit thresholds for Cities, Towns and Specialist Districts increased in 2025 to \$1,000,000 in annual revenues. Since the Metro Conservation District is below the revenue threshold, discussion was held on whether the district wants to continue with an annual audit or not.

Motion 26.006 Motion by Miller second by Meixell to do an audit every other year with the next audit being for the year ending December 31, 2026. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog. Voting Nay: None

9.4 2024 Audited Financial Statements

Tietz referred to the 2024 Audited Financial Statements included in the board packet. No discussion.

9.5 2026-2028 MCD ETA Program Host Services JPA

Kuphal reviewed the MCD ETA Program Host Services JPA, noting that the Dakota County Attorney made several substantial changes to the template agreement used in prior years. Discussion ensued on the need for MCD to retain its own attorney to review all the Metropolitan Conservation District's Joint Power Agreements.

Motion 26.007 Motion by Schoenecker, second by Meixell, to approve the ETA Program Host Services JPA subject to legal review. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog. Voting Nay: None

9.6 2026-2028 MCD Administrative Services JPA

Kuphal reported the MCD Administrative Services JPA agreement was revised using similar language the Dakota County Attorney had proposed for the ETA Program Host Services JPA.

Motion 26.008 Motion by Schoenecker, second by Curtis, to approve the Administrative Services JPA subject to legal review. A roll-call vote followed. Voting Aye: Rheinberger, Zannmiller, Schoenecker, Meixell, Wittner, Cedergren, Miller, Selvog, Curtis. Voting Nay: None

9.7 2026-2028 MCD Drone Host Services JPA

Kuphal reviewed the Drone Host Services Joint Powers Agreement, noting that the ETA Program Host Services JPA—as revised by the Dakota County Attorney—was again used as the template. He further explained that the Chisago County Attorney proposed a substantial number of counter-revisions, but these are not reflected in the version included in the packet. Kuphal noted that he was not sufficiently knowledgeable or qualified to determine which version best serves the interests of MCD.

Motion 26.009 Motion by Schoenecker, second by Cedergren, to approve the Drone Host Services JPA as presented, subject to legal review. A roll-call vote followed. Voting Aye: Rheinberger, Zannmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog. Voting Nay: None

9.8 2026-2028 MCD Drone Use Agreement

Kuphal reviewed the Drone Use Agreement, noting that separate agreements will be executed with each member of the Metropolitan Conservation District that intends to use the drone. He explained that the agreement outlines the minimum operational and insurance requirements that participating members must meet.

Motion 26.010 Motion by Curtis, second by Cedergren to approve the Drone Use Agreement subject to legal review. A roll-call vote followed. Voting Aye: Rheinberger, Zannmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog. Voting Nay: None

9.9 Metropolitan Conservation District Legal Counsel

Motion 26.011 Motion by Miller, second by Schoenecker to approve retaining legal counsel for the purpose of reviewing Joint Powers Agreements. A roll-call vote followed. Voting Aye: Rheinberger, Zannmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog. Voting Nay: None

Motion 26.012 Motion by Schoenecker, second by Cedergren, to approve a budget amendment up to \$10,000 to retain legal counsel. A roll-call vote followed. Voting Aye: Rheinberger, Zannmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog. Voting Nay: None

Discussion was held regarding whether MCD has sufficient funds to support the budget amendment. Tietz confirmed that the funds are available. Kuphal added that MCD has not previously retained legal counsel, and staff will begin researching potential attorneys to engage.

Board Meeting dates for next year are August 26 and November 18. If additional funds are needed for attorney fees, a special meeting will be held.

Member District Updates

None.

9. Adjourn

Motion 26.013 Motion by Meixell, second by Miller, to adjourn the meeting at 5:14 pm. Kuphal led roll call vote. A roll-call vote followed. Voting Aye: Rheinberger, Zanmiller, Schoenecker, Meixell, Wittner, Cedergren, Curtis, Miller, Selvog. Voting Nay: None

Respectfully submitted,

Laura Zanmiller, Secretary

Date



DRAFT REGULAR MCD SPECIAL BOARD MEETING MINUTES

Thursday, June 4, 2026

**Cambridge Public Library – 111 N. Dellwood Street, Cambridge, MN
(In-person meeting with virtual attendance option)**

Attendance:

<u>Member</u>	<u>Supervisors</u>	<u>Staff</u>
Anoka CD	Glenda Meixell*	
Carver SWCD		
Chisago SWCD		
Dakota SWCD	Laura Zanmiller*	
Hennepin County		
Isanti SWCD	Frank Curtis	
Ramsey County		
Scott SWCD	Rob Casey*	Troy Kuphal, Shelly Tietz
Sherburne SWCD	Jason Selvog*	
Washington CD	John Rheinberger	
Wright SWCD		

* Attended remotely due to travel or other scheduling constraints.

1. Call to Order

The meeting was called the meeting to order at 12:00 pm. A quorum was present.

2. Attendance Roll Call/Introductions

Kuphal called roll.

3. Approve of Agenda

Motion 26.014 Motion by Meixell, second by Selvog, to approve the agenda. Voting Aye: Meixell, Zanmiller, Curtis, Casey, Selvog, Rheinberger. Voting Nay: None

4. License Agreement with MN State Agricultural Society

Kuphal reviewed the License Agreement with the MN State Agricultural Society to host the Children's Water Festival in September, noting that signing the agreement transfers event liability to the MCD and requires appropriate insurance coverage. While the MCD currently maintains coverage through the Minnesota Counties Intergovernmental Trust (MCIT), the MN State Agricultural Society is requesting coverage limits that the MCD cannot obtain through MCIT. Tietz confirmed that government agencies are restricted to specific liability coverages based on State Tort Limits. Consequently, the MN State Agricultural Society is currently reviewing the agreement to determine if the required limits can be lowered.

Motion 26.015 Motion by Meixell, second by Casey, to approve the License Agreement with the MN State Agriculture Society subject to the License Agreement insurance requirements to be lowered to the state tort limits. Voting Aye: Meixell, Zanmiller, Curtis, Casey, Selvog, Rheinberger. Voting Nay: None

5. Adjourn

Motion 26.016 Motion by Selvog, second by Zanmiller, to adjourn the meeting at 12:07 pm.

Voting Aye: Meixell, Zanmiller, Curtis, Casey, Selvog, Rheinberger. Voting Nay: None

Respectfully submitted,

Laura Zanmiller, Secretary

Date

**Metropolitan Conservation District
Treasurer's Report
As of August 18, 2026**

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Previous Cash
Balance
8/18/2026

ETA - Engineering and Technical Assistance

ASSETS			
Cash - Previous Balance - 2/11/2026	\$453,025.94		
Income		\$0.00	
Expense		\$177,397.21	
Cash - Ending Balance -8/18/2026			\$275,628.73
LIABILITIES			
NPEAP/ETA		\$275,628.73	
Total Liabilities		\$275,628.73	
FUND BALANCE		\$0.00	

MAWQCP - MN Ag Water Quality Certification

ASSETS			
Cash - Previous Balance - 2/11/2026	\$0.00		
Income		\$3,786.21	
Expense		\$3,786.21	
Cash - Ending Balance -8/18/2026			\$0.00
Accounts Receivable		\$1,455.46	
FUND BALANCE		\$1,455.46	

CWF - Childrens' Water Festival

ASSETS			
Cash - Previous Balance - 2/11/2026	\$57,079.01		
Income		\$7,797.47	
Expense		\$7,524.00	
Cash - Ending Balance -8/18/2026			\$57,352.48
FUND BALANCE		\$57,352.48	

MCD - Metro Conservation District

ASSETS			
Cash - Previous Balance -2/11/2026	\$70,944.58		\$15,853.42
Income		\$4,269.74	
Expense		\$7,477.93	
Cash - Ending Balance - 8/18/2026			\$67,736.39
Accounts Receivable			\$196,185.35
FUND BALANCE		\$67,736.39	

TOTAL FUND BALANCE	\$125,088.87	
TOTAL CASH BALANCE		\$400,717.60

BANK ACCOUNT SUMMARY

Accounts Type	Bank	Balance
Checking	Hometown	\$15,048.02
Savings	Hometown	\$235,669.58
CD	Hometown	\$150,000.00
Total Cash		\$400,717.60

Metro Soil and Water Conservation Dist Tech Servc Area JPB
As of August 18, 2026

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Checking - #665319							46,267.84
Deposit	02/18/2026			Deposit	447.47		46,715.31
Deposit	02/18/2026			Deposit	1,455.46		48,170.77
Bill Pmt -Check	02/23/2026	2527	Dakota County Soil & Water ...	Invoice 3523 - MAWQCP		270.00	47,900.77
Bill Pmt -Check	02/23/2026	2528	Washington Conservation Dis...	Invoice 7350 - MAWQCP		1,185.46	46,715.31
Check	03/06/2026	EFT	Data Activation Purchase	Data Plan		190.99	46,524.32
Deposit	03/09/2026			Deposit	476.71		47,001.03
Check	04/03/2026	EFT	Data Activation Purchase	Data Plan		190.99	46,810.04
Deposit	04/08/2026			Deposit	743.15		47,553.19
Deposit	04/23/2026			Deposit	50.00		47,603.19
Deposit	04/23/2026			Deposit	100.00		47,703.19
Bill Pmt -Check	04/29/2026	2529	Carver Soil & Water Conserv...	Invoice 2329 - ETA		9,060.05	38,643.14
Bill Pmt -Check	04/29/2026	2530	Dakota County Soil & Water ...	Invoice 3544 - ETA		2,077.50	36,565.64
Bill Pmt -Check	04/29/2026	2531	Isanti SWCD	Invoice 2026-258 - ETA		2,917.50	33,648.14
Bill Pmt -Check	04/29/2026	2532	Ramsey County.	Invoice PRK-002684 - ETA		21,045.45	12,602.69
Bill Pmt -Check	04/29/2026	2533	Scott Soil and Water Conserv...	Invoice 2026-237 - ETA		8,148.50	4,454.19
Bill Pmt -Check	04/29/2026	2534	Sherburne SWCD.	Invoice 2026386 - ETA		1,671.96	2,782.23
Bill Pmt -Check	04/29/2026	2535	Washington Conservation Dis...	Invoice 7443 - ETA		8,274.67	-5,492.44
Bill Pmt -Check	04/29/2026	2536	Wright SWCD	Invoice 86091316 - ETA		20,722.00	-26,214.44
Bill Pmt -Check	04/29/2026	2537	Scott Soil and Water Conserv...	Invoice 2025-218 - CWF		719.00	-26,933.44
Transfer	04/29/2026			Funds Transfer	50,000.00		23,066.56
Deposit	04/29/2026			Deposit	1,050.00		24,116.56
Check	05/04/2026	EFT	Data Activation Purchase	Data Plan		190.99	23,925.57
Check	05/11/2026	2538	Smith Partners	Invoice 46656 - Professional Services		1,848.30	22,077.27
Bill Pmt -Check	05/12/2026	2539	Dakota County Soil & Water ...	Invoice 3545 - ETA Host Services		2,577.00	19,500.27
Deposit	05/13/2026			Deposit	559.59		20,059.86
Check	06/01/2026	2540	Washington Conservation Dis...	Invoice 7455 -MAWQCP		1,361.75	18,698.11
Check	06/01/2026	2541	Scott Soil and Water Conserv...	Invoice 2026-249 - MAWQCP		150.00	18,548.11
Check	06/01/2026	2542	Dakota County Soil & Water ...	Invoice 3543 - MAWQCP		469.00	18,079.11
Check	06/01/2026	2543	Sherburne SWCD	Invoice 2026387 - MAWQCP		350.00	17,729.11
Deposit	06/02/2026			Deposit	2,330.75		20,059.86
Deposit	06/03/2026			Deposit	462.33		20,522.19
Check	06/05/2026	EFT	Data Activation Purchase	Data Plan		190.99	20,331.20
Check	06/08/2026	2544	Minnesota State Fair	Event ID: 11517: Binder Fee and Deposit		6,655.00	13,676.20
Deposit	06/16/2026			Deposit	2,850.00		16,526.20
Check	06/30/2026	2545	Smith Partners	Invoice 46717 - Professional Services		545.40	15,980.80
Deposit	07/02/2026			Deposit	477.74		16,458.54
Check	07/06/2026	EFT	Data Activation Purchase	Data Plan		190.99	16,267.55
Check	07/08/2026	2546	Smith Partners	Invoice 485-100 - Professional services		1,062.48	15,205.07
Deposit	07/21/2026			Deposit	2,500.00		17,705.07
Check	07/22/2026	2547	Scott Soil and Water Conserv...	Invoice 2026-248 & 2026-251 - CWF & Admin Ser...		4,171.75	13,533.32
Bill Pmt -Check	07/30/2026	2548	Anoka Conservation District	Invoice 2026152 - ETA		15,463.90	-1,930.58
Bill Pmt -Check	07/30/2026	2549	Chisago Soil & Water Conser...	Invoice 4044 - ETA		5,585.94	-7,516.52
Bill Pmt -Check	07/30/2026	2550	Dakota County Soil & Water ...	Invoice 3565 - ETA		7,065.50	-14,582.02
Bill Pmt -Check	07/30/2026	2551	Hennepin County	Invoice 1000241673 - ETA		21,443.70	-36,025.72
Bill Pmt -Check	07/30/2026	2552	Isanti SWCD	Invoice 2026-286 -ETA		6,561.14	-42,586.86
Bill Pmt -Check	07/30/2026	2553	Ramsey County.	Invoice PRK-002714		10,809.18	-53,396.04
Bill Pmt -Check	07/30/2026	2554	Scott Soil and Water Conserv...	Invoice 2026-279 - ETA		9,520.00	-62,916.04
Bill Pmt -Check	07/30/2026	2555	Sherburne SWCD.	Invoice 2026411 - ETA		5,459.52	-68,375.56
Bill Pmt -Check	07/30/2026	2556	Washington Conservation Dis...	Invoice 7557 - ETA		5,379.66	-73,755.22
Bill Pmt -Check	07/30/2026	2557	Wright SWCD	Invoice 86091360 - ETA		8,505.27	-82,260.49
Bill Pmt -Check	07/30/2026	2558	Frontier Precision, Inc	Invoice INV354664 - Trimble Accessory		858.00	-83,118.49
Bill Pmt -Check	07/30/2026	2559	Dakota County Soil & Water ...	Invoice 3566 - ETA Host Services		2,127.00	-85,245.49
Transfer	07/30/2026			Funds Transfer	100,000.00		14,754.51
Deposit	08/05/2026			Deposit	1,462.33		16,216.84
Check	08/05/2026	EFT	Data Activation Purchase	Data Plan		190.99	16,025.85
Bill Pmt -Check	08/18/2026	2560	Frontier Precision, Inc	Invoice INV356030 - Repaired on Equipment		977.83	15,048.02
Total Checking - #665319					164,965.53	196,185.35	15,048.02
TOTAL					164,965.53	196,185.35	15,048.02



MCD Managers Meeting Notes

Meeting Date: Monday, March 30, 2026

Meeting Time: 10:00 a.m. – noon

Meeting Location: Remotely via Teams

Attending: Chris Lord (Anoka), Craig Mell (Chisago), Karen Galles (Hennepin), Tiffany Determan (Isanti), Mike Goodnature (Ramsey), Francine Larson (Sherburne), Jay Riggs (Washington), Anne Sawyer (BWSR), Justin Hanson (BWSR)

1. Agenda Review

2. Prevailing Wage-Justin Hanson, BWSR

General Prevailing wage overview and submitted questions answered by Justin Hanson. This portion of the discussion is recorded and will be shared. A few general points of discussion:

- Project definition: DLI treats competitive grants as one project for prevailing wage ($\geq$ \$25k and multiple trades), while formula-based grants allow project-by-project assessment.
- Required documentation: SWCDs, as project owners, must collect payroll reports every 14 days and retain records for three years.
- Training needs: Request for cradle-to-grave examples and implementation guidance.
- Fringe and wage clarification: Additional guidance to be provided by DLI/BWSR.
- Interagency contradictions: Members asked to send examples of conflicting PW guidance.
- Legislative advocacy: Discussion of statutory limitations and potential resolution drafting.

Actions:

- 1) Members to send conflicting PW guidance (DNR, MPCA, etc.) examples for review.
- 2) Chris will follow up with resolution information related to this item.
- 3) BWSR (Justin): Provide PW templates, documentation lists, and training.

4) Program Updates

a. Engineering and Technical Assistance (ETA) Program-Dakota

- Q1 due April 14th
- Summary of grants same as report in Feb JPB packets
- TSA host meeting held to discuss a resolution on increasing General Funds (NPEA) funding to TSAs. There was discussion on this at Statewide Managers meeting too.
- Equipment needs discussed. Repair + software update package request from Carver County -members in attendance agreed that pending Troy's approval this is

reasonable. Also, if no additional equipment requests we should consider rolling the funds into member TE funds.

- Drone coverage JPAs- was also discussed Agreement delayed due to attorney redlines; impacts upcoming spring surveys.--Awaiting Troy's final legal review and release for signature.

b. MAWQCP, -Scott
None

c. Metro Children's Water Festival Program-Ramsey

- Children's Water Festival updates: ~3,000 students registered; awaiting admin agreement approval.

Actions:

- 1) Troy: Confirm eligibility of equipment repair package and
- 2) Troy: finalize drone agreement.
- 3) Ashley send equipment needs request to members.

5) BWSR Updates

Staffing updates:

- Tom Wenzel (Sr Water Resources Engineer) is retiring on May 1

Grants:

- CWF Competitive Grant closed on 3/25, with 26 P&P applications totaling \$10.1M and 10 DW applications totaling \$1.96M. [From RFP](#), P&P and DW were each funded up to an estimated \$3.35M, so we'll see what happens now that applications are in.
- Soil Health Practices Grant: After March funding requests go through, there will be \$2.52M (21 grants) remaining. April requests due by COB April 29 (not April 30th). May-June Requests will not be awarded in eLINK until after July 1st.
- The [MDM RFP](#) is open again with [\\$900K available](#) for FY27. Application deadline is May 27th, 4:30PM with awards on/after July 1.
- [Bridging Conservation Grant](#) for working with non-native English-speaking communities open through 4:30PM on April 2nd.
- [Clean Water Legacy Partners](#) (NGOs/Tribes) open through 4:30PM on May 19th.

6) Member Updates

- Anoka: Chris Mentioned Esri conservation-rate license info to be shared with managers.- Chris also mentioned that he will coordinate the State-Wide resolutions discussion again and is targeting April for a virtual meeting.
- Washington: Jay invited all to the Workshop on the Water on July 31st in Stillwater.
- Hennepin: Karen brought up the Climate tool they are developing to models carbon, water quality, biodiversity metrics in real time. She will schedule demonstrations for those interested.

- Isanti: Tiffany let the group know that Al Koczur, long-time board member, is in hospice.

7) Actions for next MCD JPB meeting none

8) Upcoming meetings

- MCD JPB – Wednesday, 8/26
- Metro Managers meeting: May 27 at 10:00 AM—invite to be sent by Francine.
- MASWCD Area 4 – 4/23 @ Cabela's
- MASWCD Area 4—summer meeting 6/4 location TBD

PREVALING WAGE DISCUSSION

Notes from Justin Hanson, 3/30/2026

SWCD QUESTION: What is the definition of a project? Assuming more than one trade is involved and the competitive grant award is more than \$25,000 but there are multiple projects completed with the grant under the \$25,000 threshold does prevailing wage apply on all projects? Even ones that only consist of work that is considered maintenance and does not involve any work that would be considered a “project” ? (i.e. Pollinator pathways grant where most projects consists of only vegetation plantings/seeding, but say there’s one project that involves earthwork for a rain garden. Does prevailing wage apply just to the rain garden project or is it required for all of the vegetation planting projects too?)

BWSR: Yes, for competitive grants, DLI views the entire grant as the “project”. Based on guidance provided by DLI, if any construction met DLI’s definition of covered work, then prevailing wage would be required for all construction since DLI feels it is all connected under one project. Unfortunately, that would also include activities that meet the definition of maintenance.

SWCD QUESTION: How does PV relate to project details and timing? Using the rain garden from the previous example, can it be graded as a separate project with temporary seeding using local funding to design and construct the practice? Seeding and vegetation plantings for the rain garden is done later under a separate contract with funding from the grant exceeding \$25,000. All other work done with the \$25,000 grant is vegetation planting/seeding and is not considered a “project” per BWSR memo. Does this now not require prevailing wage? Or will it require prevailing wage because it would be considered being done in connection with other covered work even if that covered work was done as a separate contract with a separate funding source not subject to prevailing wage?

BWSR: I think we’d need DLI to weigh in on this specific scenario but in general they tend to look at the entire project, not just the portion that state funds are covering. I suspect prevailing wage would still apply based on our conversations with them.

SWCD QUESTION: I would still like more clarification on the entire grant being subject to prevailing wage if one of the “projects” is subject to prevailing wage. *DLI staff have stated that for BWSR competitive grants, if the grant award is \$2,500 or more (when only one trade is involved to complete project work) or \$25,000 or more (when multiple trades are required to complete project work), and there are any activities in the grant work plan that meet the definition of a “project”, prevailing wage requirements will apply to the entire grant. Even if individual projects are completed with separate landowners/land occupiers, DLI would view the entire grant as the “project”.* My specific question is, if we did not hire a contractor a project that generally would be subject to prevailing wage, eg conservation cover, and installed it using

LGU staff and volunteers, are the other projects in that same grant also not considered prevailing wage?

BWSR: If it's a competitive grant, DLI would look at the grant as a whole. If there are any individual projects that would require prevailing wage, they have indicated that the rest of the projects are connected and would therefore also require prevailing wage.

SWCD QUESTION: The memo refers to a prevailing wage form on page 3, first paragraph and second sentence under the section "What is Required?".

1. Does a contractor bidding on a project need to include the form in their submittal? Which form is begin referenced?

BWSR: We have just received clarification from DLI that the referenced form is limited to projects receiving financial assistance for economic development projects and is really more applicable to funding from DEED, MHFA, and IRRR. We will remove the reference to this form in the updated guidance we provide to avoid confusion.

SWCD QUESTION: Also on page 3, section "What is Required?", it is stated that a contract must specifically state the PW rates, prevailing hours of labor, and hourly basic rates of pay.

1. SWCD projects often include a contract with a landowner, using a BWSR template, and not a contract with a contractor. Is this contract language to be included within the SWCD-landowner contract, a landowner-contractor contract, or some other contract?
 - a. If it is to be within the SWCD-landowner contract, will BWSR's Conservation Contract Workbook be updated with this information?

BWSR: Per statute, this language is supposed to be in the contract between the project owner and the contractor. So that depends if the project owner is the SWCD or a private landowner. We do not plan to include this specific information in the BWSR contract template. BWSR is working on an **optional cover sheet template** that could be specific to prevailing wage. We envision the cover sheet being used as part of pre-construction meetings between Contractor, landowner and SWCD.

SWCD QUESTION: If the contract states that "Highway and Heavy Rates for County must be followed" does that cover us? This table, which I assume is updated periodically, would specify rates for each job class and hourly rates of pay.

BWSR: We have just received clarification from DLI that they would generally view that as sufficient for meeting the statutory requirement, as it contains all the required information.

SWCD QUESTION: Stating the "prevailing hours of labor" would be difficult. Is this an estimate of the number of hours to complete a project? Is there guidance on this?

BWSR: DLI has clarified that the prevailing hours of labor are defined to be 40 hours in a week and 8 hours in a day. If the prevailing hours of labor are exceeded, the total prevailing wage overtime rate must be used which is calculated at one and a half times the basic rate plus fringe rate.

SWCD QUESTION: How is “hourly basic rates of pay” different then the PW rates, which is an hourly rate?

BWSR: DLI has clarified that the hourly basic rate of pay is the base rate contained on a prevailing wage determination. The prevailing wage rate is the total rate, consisting of the basic rate plus the fringe rate, found on the prevailing wage determination. Generally, DLI enforces the total prevailing wage rate, regardless of how it is broken down.

Comment:

If there is still opportunity to add nuance to this policy, it would be great. Many contracts are completed within a matter of weeks and demanding this level of documentation every week or two is onerous and not beneficial.

“the project owner must demand, and any contractor on the project must furnish, compliance documents no more than 14 days after the end of each pay period.”

BWSR: Just to clarify, this is not a BWSR policy. This is information provided to BWSR in meetings/communication from DLI. The requirement is to collect the payroll reports at least every 14 days. Unfortunately, that is set in statute (177.43 Subd. 3).

SWCD QUESTION: Page 2: Why is Conservation Cover (transition from row crops to permanent vegetative cover) considered a “project” when Vegetation Plantings are not considered a “project”?

BWSR: The main difference would be the repurposing of the land (change in land use). To clarify, if the Conservation Cover would not result in a change in land use, it would likely be considered maintenance.

SWCD QUESTION: Page 2: “DLI staff have stated that for BWSR competitive grants, if the grant award is \$2,500 or more (when only one trade is involved to complete project work) or \$25,000 or more (when multiple trades are required to complete project work), and there are any **activities** in the grant work plan that meet the definition of a “project”, prevailing wage requirements will apply to the entire grant. Even if individual projects are completed with separate landowners/land occupiers, DLI would view the entire grant as the “project”. Please define the word “activities” does this mean an elink activity? If yes, if we keep each activity under the prevailing wage thresholds does this mean this grant is not subject to the prevailing wage law?

BWSR: The use of “activities” in this statement is not tied to eLINK activities. It was meant to include any construction work associated with implementing a conservation practice. Keep in mind, the dollar amount thresholds are for the total cost of the project not just the amount covered by state funds.

SWCD QUESTION: Page 2/3: Does BWSR have a list of Competitive Grants (if one “project” exceeds the prevailing wage threshold the entire grant subject to prevailing wage) vs Formula Grants (each “project” is looked at separately and does not trigger the entire grant being subject to prevailing wage). Also, why are these two grants treated differently when it comes to the prevailing wage law?

BWSR: The easiest way to determine this would be if you needed to put in an application/fund request where you determined the amount of grant funds, it is a competitive grant program. **Grants where the amount was predetermined, or you were able to request an “up-to” amount through an RFI, are formula.** WBIF is handled a little differently in eLINK but is a formula grant program. DLI views competitive grants as one large project because the work to be performed is known at the time of application. This is consistent with how they view grants for most other agencies such as DNR. During our discussions with DLI, we were able to demonstrate that the work to be performed is often not known at the time a work plan is developed for formula grants. That is why we have separate guidance for those types of grants.

SWCD QUESTION: Page 3: “To the extent a landowner and/or land occupier is performing work on their own project, there is likely to be considerable latitude in how their compensation is determined and reported.” Is there some better guidance than “considerable latitude”?

BWSR: This is language provided by DLI. We are trying to articulate how unlikely it would be for a landowner to file a complaint for not paying themselves the prevailing wage rate.

SWCD QUESTION: Page 4: In the end is SWCD responsible for ensuring the contractor is paying the PW on a project? Do we have to collect the timesheets? From the contractor or landowner? Do we have to review to make sure it meets prevailing wage? Do we have to keep this documentation for a certain amount of time?

BWSR: This depends on if the SWCD or the landowner is the project owner. Either way, guidance from DLI is that the project owner is responsible for collecting and retaining the certified payroll/statement of compliance forms and making sure they are completed but not for confirming that the correct wages were paid. These forms would need to be collected from the contractor by the project owner. The forms need to be retained for at least 3 years after final payments on the project are made.

SWCD QUESTION: Page 4: “BWSR is currently discussing expectations for monitoring compliance with prevailing wage requirements, possible updates to our optional financial assistance contract templates to include prevailing wage language, and other guidance

materials (ex. prevailing wage cover sheet) that can be provided for grantees to use when working with landowners and/or land occupiers on projects subject to prevailing wage requirements.” When will this be available?

BWSR: Our goal is to have guidance in the GAM and optional templates ready for July 1st.



MCD Managers Meeting Notes

Meeting Date: Wednesday May 27, 2026

Meeting Time: 10:00 a.m. – noon

Meeting Location: Remotely via Teams

Attendees: Chris Lord (Anoka), Mike Wanous (Carver), Craig Mell (Chisago), Ashley Gallagher (Dakota), Tiffany Determan (Isanti), Justin Townsend (Ramsey), Troy Kuphal (Scott), Francine Larson (Sherburne), Jay Riggs (Washington), Luke Johnson (Wright), Anne Sawyer (BWSR) **Absent:** Karen Galles (Hennepin)

1. **Introductions** – The members welcomed Justin Townsend as the newly appointed Director of Operations at the Ramsey Conservation Division. Members introduced themselves. Justin noted he had worked with Ramsey CD for eight years prior to stepping into the Director role.

2. **Agenda Review**

There were no changes to the agenda. Items were reordered to accommodate schedules.

3. **Program Updates**

- Engineering and Technical Assistance (ETA) Program – Ashley provided an update on the ETA program, sharing grant summary documents and member allocations:
 - 2025 Funds: Only Anoka and Isanti have remaining balances, members are encouraged to utilize outstanding funds before reallocation.
 - 2026 Funds: No match requirement. Members have until June 2028 to use funds.
 - Ashley will send an email to solicit equipment requests.
 - Members discussed setting a deadline for equipment decision; end of July 2027
 - Equipment use has shifted in recent years from GPS/survey tools to more software and drone-related needs.
 - Training, supplies and equipment categories may be adjusted depending on member requests.
- MAWQCP – Troy provided a brief update. Ashley noted MDA has asked Dakota to take on more certification work due to a backlog. She will follow up with Troy on allowable time under the current grant.
- Metro Children's Water Festival Program – Troy requested moving this item forward due to limited time. Key points:
 - The existing Host Agreement needed significant revisions after the MCD attorney reviewed the underlying State Fair License agreement, which places full liability for the event on the license holder, which is currently MCD.

- Historically, MCD functioned primarily as the fiscal agent, but the State Fair agreement implies a much larger hosting responsibility.
- Troy expressed concern that the MCD Board may not have explicitly authorized assuming full event liability.
- The group discussed alternatives, including Ramsey County becoming the licensee, though Justin noted past discussions on this topic had not progressed at the County level.
- Options include:
 - MCD formally accepting host responsibility and securing additional insurance; or
 - Shifting the host role to another entity (e.g. Ramsey)
- Members generally agreed the event is a metro-wide responsibility, not solely Ramsey's.
- The group recommended addressing the issue at the June 4 Area 4 meeting, potentially calling a special MCD meeting during lunch to authorize action on license agreement.
- Jay will contact Board Chair John Reinberger to confirm availability and preferences for meeting timing; Troy will post required meeting notices on the MCD website.

4. BWSR Updates – Anne provided several updates

- CWMP has been replaced with [Managing Invasives for a Resilient Landscape](#). The grant is likely to become more competitive now that the eligible applicants also include counties, cities, Tribal Governments, etc. [RFP deadline](#) is June 30th at 4:30PM.
- Mid-year reporting for large grants; actual expenses go in eLINK, encumbered expenses go in Survey Monkey form. No actual results needed unless you want payment. See email from ~ April 29th.
- There will be a legislative session summary for the BWSR Board today.

5. Drone Update – Craig provided an update on the Drone.

- The host agreement between MCD and Chisago has been finalized, as well as the Drone User Agreement for Districts.
- Any District intending to use the drone must complete the agreement and secure insurance. Insurance quotes through MCIT are \$1,084 annually.
- Insurance must be held individually by each District even if Chisago staff conduct the flying; coverage does not transfer county to county.
- Craig emphasized the importance of early communication. Agreements should be approved by District Boards before requesting drone flights.
- Chisago's Engineering Technician Ben Harker is preparing to begin flight work immediately.
- Troy confirmed he can turn around signed agreements quickly under existing MCD Board delegation.
- Members discussed coordination for joint training, including opportunities for Districts to fly together to reduce the learning curve.

6. Member Updates

- Anoka – Deep into 2027 budget planning and updating 2026 budget. Completed major overhaul of the SWCD’s classification and compensation plan, transitioning away from longevity-based steps. Recently held the 2027 staff and supervisor planning session.
- Carver – Early stages of 2027 budgeting. Awaiting County and WMO numbers. WMO Advisory Committee anticipates a ~6% increase. Tree program completes successfully. Evaluating impacts of prevailing wage on large cost-share projects.
- Chisago – Working through the Public Water Inventory update with DNR, encourages all District to stay engaged early. Preparing for the 4th Lower St. Croix WBIF budget request. County experiencing significant union strikes affecting county operations and wetland administrations.
- Dakota – Upcoming staff retirement (Todd Matzke, 29 years). Hiring to fill ecological and easement focused roles. Heavy workload due to rapid development. Similar budget uncertainty as other Counties.
- Hennepin – No Report
- Isanti – Recently lost a supervisor, recruitment underway with strong candidate interest. New full-time administrative assistant onboard with effective overlap during transition. Finalizing budget for 3rd Rum River WBIF grant.
- Ramsey – Continuing transition into the Director role. Integrating multiple new staff hired over the past year. Appreciates support and resource sharing from the Metro group.
- Scott – No Report
- Sherburne – 2027 budget projections are bleak, likely below a 3% increase. Data Centers emerging as a growing concern.
- Washington – Expecting a 4% County budget increase. Preparing for joint shoreline related Resolutions for Area 4. Advancing the Urban Soil Health program with partners. Awaiting responses from DNR regarding general permit streamlining. Purchased a new heavy duty dump trailer, now available for inter-district use.
- Wright – Working on 2027 budget, County uncertainty continues. Hosting a June 8th tour for legislators, commissioners, and Board members. Midpoint planning underway for North Fork Crow 1W1P with consultant interviews scheduled. Reports increase in landowners seeking legal action on wetland disputes rather than voluntary compliance. County passed a moratorium on data centers, seeking natural resource guidance.

7. Actions for next MCD JPB meeting – No new action items identified beyond those already in motion (equipment requests, drone agreements, and the Children’s Water Festival host agreement).

8. Upcoming meetings:

- MASWCD Area 4 Summer Meeting – 6/4/2026
- Metro Managers Meeting (Scott to host) – 6/24/2026
- MCD JPB Meeting – 8/26/2026
- MASWCD Area 4 Fall Meeting – 9/22/2026



MCD Managers Meeting Notes

Meeting Date: Wednesday June 24, 2026
Meeting Time: 10:00 a.m. – noon
Meeting Location: Remotely via Teams

Attendees: Chris Lord (Anoka), Mike Wanous (Carver), Craig Mell (Chisago), Tiffany Determan (Isanti), Troy Kuphal (Scott), Francine Larson (Sherburne), Jay Riggs (Washington), Karen Galles (Hennepin), Justin Townsend (Ramsey), Anne Sawyer (BWSR) Marcey Westrick (BWSR)

Unable to Attend: Ashley Gallagher (Dakota), Luke Johnson (Wright)

1. Agenda Review

Added “Resolutions” (New Item 4)

2. Program Updates

- ETA – No grant or balance updates. Troy reminded everyone to submit their equipment requests to Ashley by mid-July
- MAWQCP – No updates; Troy reminded everyone to submit invoices by mid-July for 2nd quarter reimbursements..
- Metro CWF – Troy reported insurance concerns have been addressed and the license agreement for use of the State Fair venue has been executed. Also the attorney retained to review JPA’s recommended one with Ramsey isn’t necessary based on the type of services being performed. Justing reported that all but 5 of 72 schools have confirmed participation, they are anticipating receipt of a \$5,000 donation from NGWA, and a plan addressing student safety is being developed. Mike inquired if insurance consists of a special event endorsement. Troy will confirm with Shelly and report back.
- Drone - Craig reported that four members have User Agreements in place and reminded everyone a signed agreement and proof of insurance are required. The UAS has been used several times.

3. BWSR Updates

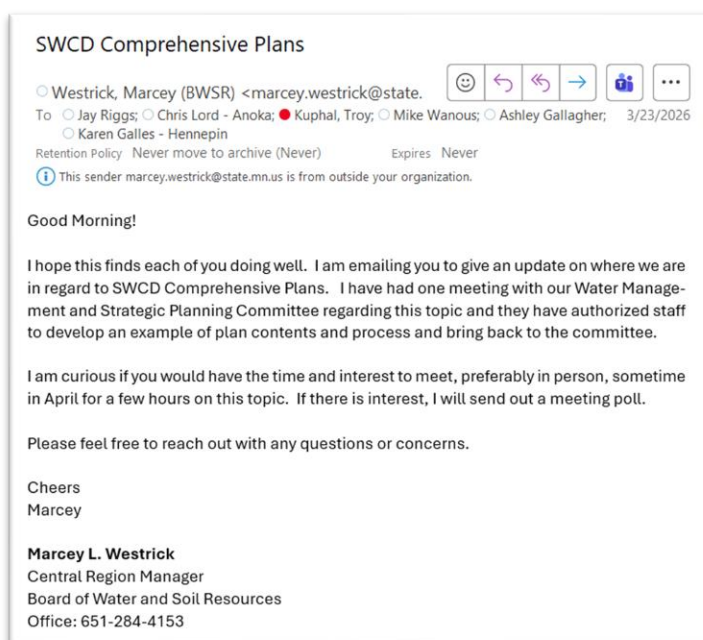
Anne

- MCD’s Capital Equipment Plan was last updated in Feb, 2025. It should be updated and the eLINK work plan should be amended accordingly
- Mid-year reporting for large (>\$500K) grants and all RCPP grants. See 6/9 email from Jared House for more info. RCPP due Jul 15.
- P&P grants going to BWSR Board today. Direct questions to Clean Water Programs Coordinator Maggie Karschnia or Marcey Westrick.
- Anticipate RFIs for Buffer and Soil Health Delivery sometime in September. Funds for SHD will be same as last year.
- 1W1P program listening sessions taking place around the state – meeting added for afternoon of 7/28 in greater Metro, possibly in Cambridge. See Julie Westerlund’s 6/4

email to watershed coordinators, and please ensure all interested parties (board members, staff, Tribal partners, etc.) are notified.

Marcey

- BWSR is working on “process and content requirements” for SWCD Comp Plans, and reminded everyone that traditional 103C Comp Plans are no longer required; however but Comp Plans meeting current requirements will be required to be eligible for WBIF funding. Discussion ensued on the difference between eligible entities and eligible activities. Several managers expressed strong sentiment for the ability to reference watershed plans in order to avoid redundant and duplicative planning.
- Board committee: [Water Management and Strategic Planning](#)
- WBIF Eligibility information
- Marcey offered to meet with Managers to discuss and receive input on the current draft. Managers should let her know if they are interested in joining the meeting.
 - ✓ Follow up: reply to Jay’s email reply to Marcey’s Mar 23 invitation:



4. Resolutions:

- Jay reported on the status of the Area 4 shoreline resolutions, noting collaboration with MW (primarily Mike Isensee) which is advancing similar ones through their association. Area 2 is also advancing two almost identical resolutions; Jay will work with Greg Berg to combine them so only one advances to the state association.

5. Member Updates

- Anoka – Chris shared that ACD’s compensation plan shifted from longevity-based to function and performance-based (i.e., what/how well). The policy is incorporated into handbook but a separate spreadsheet is used to calculate adjustments.
- Isanti – Tiffany reported they are seeing more interest wetland restoration; Admin Assistant went to full time which had proven invaluable.

- Chisago – Pending union strike could affect payroll and insurance costs in future; process and justification for extending WBIF grant deadlines has changed and become more rigorous although it was ultimately approved for his 2025 grant; working on budget. Craig acknowledged BWSR and SWCD's on the increase # of projects since Legacy Amendment was passed.
- Carver – Will be participating in 4 convene groups for WBIF and is a partner with the South Fork 1W1P. In budget discussions with county - 3.5% increase for COLA. County union and health insurance contracts are up for renewals so they may face similar challenges as Chisago.
- Washington – Jay reported on status of DNR permitting (general vs individual). Is moving forward with Urban Soil Health program which includes implementation along with some analysis – a project supported by Rice Creek Allocation Area (WBIF) grant; Jay will share a project white paper with group when ready.
- Sherburne: Francine Had a successful tour; working on budget (3%); receiving
- Hennepin – Karen noted they like others are in budget conversations with county – being asked to cut while also being asked to consider adding maintenance (physical assets such as trees, other green infrastructure, etc.). Are working with county assessor re. tax breaks for conservation easements
- Ramsey – Justin reported he is on the Area 4 leg outreach committee – will report more in Sept. Ramsey is applying for MDH well testing grant
- Scott – Troy reported on Meghan Darley's retirement and that discussions with county re. budget are underway.

6. Actions for next MCD JPB meeting

- Updated Capital Equipment Plan
- Update on JPA's

7. Upcoming meetings

- MCD JPB Meeting – 8/26
- MASWCD Area 4 Fall Meeting – 9/22
- Metro Managers Meeting – 7/29 (Washington to host)



MCD Managers Meeting Notes

Meeting Date: Wednesday July 29, 2026
Meeting Time: 10:00 a.m. – noon
Meeting Location: Remotely via Teams

1. Agenda Review

No additions but Chris may add items later

2. Program Updates

- a. ETA (Equipment requests) – Group – Ashley led group review of ETA equipment requests. WCD removed lower priority \$38,000 request. Managers discussed eligibility of field camera and felt it was not eligible. Group discussed underground utility location equipment – multiple partners expressed interest – WCD mentioned air spade. Group agreed this type of equipment would be eligible for funding. Luke offered Chris a bipod! Ashley also provided update on ETA grants status.
- b. MAWQCP – Troy provided update.
- c. Metro CWF – Justin – Presenters signed up - planning going well and on track and looking good.
- d. No Drone Update

3. BWSR Updates

Marcey Westrick provided an update. 1W1P Listening session was yesterday in Cambridge – Managers who attended felt meeting went well. Prevailing wage still under discussion with DLI. August BWSR board reviewing soil health delivery and buffer grants – delay in grants from State – Sept delivery possibly. Metro folks will meet August 10 to discuss SWCD Comp Plans.

4. Member Updates

Group provided updates. Notable items: folks are talking with Counties about Buffer Law updates. Staff are busy. Budget discussions ongoing. Bunk restrooms are a bad idea.

5. Actions for next MCD JPB Meeting

ETA Equipment. Update on JPAs. Agenda will go out a week prior. Riggs will not be in attendance and will have another staff provide support for Chair.

6. Upcoming Meetings

- a. MCD JPB Meeting – 8/26/2026
- b. MASWCD Area 4 Fall Meeting – 9/22/2026
- c. ...

7. Next Meeting

Sept 23, 10 AM – Wright to host

07/22/2026

FY25 Engineering and Technical Assistance Grants - Expenditures Report

Grant Executed on 09/04/2024. Grant Expires on 12/31/2026. Member Spending Target 06/30/2026.

Member	Application Engineering & TA	Q4 2024 Expenditures	Q1 2025 Expenditures	Q2 2025 Expenditures	Q3 2025 Expenditures	Q4 2025 Expenditures	Q1 2026 Expenditures	Q2 2026 Expenditures	Total Expenditures	Balance
Anoka	\$ 21,045.45				\$ 375.04	\$ 5,366.54		\$ 15,303.87	\$ 21,045.45	\$ -
Carver	\$ 21,045.45				\$ -	\$ 21,045.45			\$ 21,045.45	\$ -
Chisago	\$ 21,045.45				\$ 12,307.39	\$ 8,738.06			\$ 21,045.45	\$ -
Dakota	\$ 21,045.45			\$ 11,681.50	\$ 8,807.00	\$ 333.00	\$ 223.95		\$ 21,045.45	\$ -
Hennepin	\$ 21,045.45		\$ 7,645.00	\$ 7,979.60	\$ 1,195.32	\$ 4,225.53			\$ 21,045.45	\$ -
Isanti	\$ 21,045.45				\$ 744.09	\$ 6,666.60	\$ 2,917.50	\$ 6,561.14	\$ 16,889.33	\$ 4,156.12
Ramsey	\$ 21,045.45						\$ 21,045.45		\$ 21,045.45	\$ -
Scott	\$ 21,045.45	\$ 4,723.00	\$ 4,181.97	\$ 12,140.48	\$ -	\$ -			\$ 21,045.45	\$ -
Sherburne	\$ 21,045.45			\$ 10,386.59	\$ 7,361.75	\$ 3,297.11			\$ 21,045.45	\$ -
Washington	\$ 21,045.45			\$ 4,271.15	\$ 7,641.21	\$ 6,664.09	\$ 2,469.00		\$ 21,045.45	\$ -
Wright	\$ 21,045.45			\$ 11,752.00	\$ 4,608.00	\$ 4,685.45			\$ 21,045.45	\$ -
Total ETA:	\$ 231,499.95	\$ 4,723.00	\$ 11,826.97	\$ 58,211.32	\$ 43,039.80	\$ 61,021.83	\$ 26,655.90	\$ 21,865.01	\$ 227,343.83	\$ 4,156.12
Member	Match Engineering & TA	Q4 2024 Expenditures	Q1 2025 Expenditures	Q2 2025 Expenditures	Q3 2025 Expenditures	Q4 2025 Expenditures			Total Expenditures	Balance
Anoka	\$ 2,204.55								\$ -	\$ 2,204.55
Carver	\$ 2,204.55								\$ -	\$ 2,204.55
Chisago	\$ 2,204.55								\$ -	\$ 2,204.55
Dakota	\$ 2,204.55								\$ -	\$ 2,204.55
Hennepin	\$ 2,204.55	\$ 7,978.06							\$ 7,978.06	\$ (5,773.51)
Isanti	\$ 2,204.55								\$ -	\$ 2,204.55
Ramsey	\$ 2,204.55								\$ -	\$ 2,204.55
Scott	\$ 2,204.55	\$ 2,276.00							\$ 2,276.00	\$ (71.45)
Sherburne	\$ 2,204.55								\$ -	\$ 2,204.55
Washington	\$ 2,204.55								\$ -	\$ 2,204.55
Wright	\$ 2,204.55	\$ 20,000.00							\$ 20,000.00	\$ (17,795.45)
Total Match:	\$ 24,250.05	\$ 30,254.06	\$ -	\$ -	\$ -	\$ -			\$ 30,254.06	\$ (6,004.01)

07/22/2026\$

FY26 Engineering and Technical Assistance Grants - Expenditures Report

Grant Executed on 12/17/2025. Grant Expires on 12/31/2028. Member Spending Target 06/30/2028

Member	Application Engineering & TA	Q1 2026 Expenditures	Q2 2026 Expenditures	Q3 2026 Expenditures	Q4 2026 Expenditures	Total Expenditures	Balance
Anoka	\$ 29,227.27		\$ 160.03			\$ 160.03	\$ 29,067.24
Carver	\$ 29,227.27	\$ 9,060.05				\$ 9,060.05	\$ 20,167.22
Chisago	\$ 29,227.27		\$ 5,585.94			\$ 5,585.94	\$ 23,641.33
Dakota	\$ 29,227.27	\$ 1,853.55	\$ 7,065.50			\$ 8,919.05	\$ 20,308.22
Hennepin	\$ 29,227.27		\$ 21,443.70			\$ 21,443.70	\$ 7,783.57
Isanti	\$ 29,227.27		\$ -			\$ -	\$ 29,227.27
Ramsey	\$ 29,227.27		\$ 10,809.18			\$ 10,809.18	\$ 18,418.09
Scott	\$ 29,227.27	\$ 8,148.50	\$ 9,520.00			\$ 17,668.50	\$ 11,558.77
Sherburne	\$ 29,227.27	\$ 1,671.96	\$ 5,459.52			\$ 7,131.48	\$ 22,095.79
Washington	\$ 29,227.27	\$ 5,805.67	\$ 5,379.66			\$ 11,185.33	\$ 18,041.94
Wright	\$ 29,227.27	\$ 20,722.00	\$ 8,505.27			\$ 29,227.27	\$ -
Total ETA:	\$ 321,499.97	\$ 47,261.73	\$ 73,928.80	\$ -	\$ -	\$ 121,190.53	\$ 200,309.44

Metro Conservation Districts Technical Service Area Grants Status

7/22/2026

	FY 2025 NPEA JPB Combined with FY24 Grant						2025 ESTS \$242,500 (P25-0444) 9/04/2024 to 12/31/2026						Combined
	Admin.	T/E Assistance	Supplies & Equipment	Grant Total	T/E Assistance Match		Admin.	T/E Assistance	Equipment	Grant Total	T/E Assistance Match		2025 Grants Combined
Workplan:	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 11,000.00	\$ 231,500.00	\$ -	\$ 242,500.00	\$ 24,500.00		\$ 242,500.00
CY 2024 Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 4,723.00	\$ -	\$ 4,723.00	\$ 30,254.06		\$ 4,723.00
CY 2025 Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 374.98	\$ 174,099.92	\$ -	\$ 174,474.90	\$ -		\$ 174,474.90
CY 2026 Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,704.00	\$ 48,520.91	\$ -	\$ -			\$ -
Total Expenditures:	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,078.98	\$ 227,343.83	\$ -	\$ 232,422.81	\$ 30,254.06		\$ 232,422.81
Balance:	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,921.02	\$ 4,156.17	\$ -	\$ 10,077.19	\$ (5,754.06)		\$ 10,077.19

	FY 2026 NPEA JPB \$147,500 (P26-0081) 12/17/2025 to 12/31/2028						2026 ESTS \$242,500 (P26-0089) 12/17/2025 to 12/31/2028						Combined
	Admin.	T/E Assistance	Training Supplies & Equip	Grant Total	no match required		Admin.	T/E Assistance	Training, Equipment	Grant Total	no match required		2026 Grants Combined
Workplan:	\$ 9,250.00	\$ 113,250.00	\$ 25,000.00	\$ 147,500.00	\$ -		\$ 9,250.00	\$ 208,250.00	\$ 25,000.00	\$ 242,500.00	\$ -		\$ 390,000.00
CY 2026 Expenses:	\$ -	\$ 113,250.00	\$ 1,145.94	\$ 114,395.94			\$ 7,940.46				\$ -		\$ 114,395.94
CY 2027 Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -		\$ -
CY 2028 Expenses:				\$ -									\$ -
Total Expenditures:	\$ -	\$ 113,250.00	\$ 1,145.94	\$ 114,395.94	\$ -		\$ -	\$ 7,940.46	\$ -	\$ 7,940.46	\$ -		\$ 122,336.40
Balance:	\$ 9,250.00	\$ -	\$ 23,854.06	\$ 33,104.06	\$ -		\$ 9,250.00	\$ 200,309.54	\$ 25,000.00	\$ 234,559.54	\$ -		\$ 267,663.60

MCD Capital Equipment Plan 2026-2027

Purpose

The purpose of the Capital Equipment Plan (CEP) is to identify field survey equipment needs and expenses over the next two calendar years for the purpose of building and maintaining local engineering capacity. MCD Members employ approximately 100 staff with a variety of skill sets and abilities. In order to add value to each MCD Member and efficiently build local capacity for delivery of engineering and ecological practices, survey equipment and accessories are required.

Inventory of Existing Survey Equipment

All equipment is available to any member but is placed within a host location to increase access and efficiencies. The MCD has the following inventory of survey equipment:

Type of Equipment	Location Stored	Serial Number	Purchase Date	Purchase Cost
Trimble 5605 Total Station Survey Gear	Washington	63522053	Unknown	\$35,792
Trimble R-8 GNSS Survey Gear	Washington	4906165795	Apr-14	\$19,056
Trimble R10 GNSS Survey Gear	Dakota	5551450166	Mar-16	\$33,486
Trimble S7 Total Station Survey Gear	Anoka	37410785	Mar-16	\$39,792
Trimble S7 Total Station Survey Gear	Dakota	37410774	Mar-16	\$39,792
Trimble R10 410-470 Survey Gear	Carver	5639470258	Nov-16	\$30,993
Trimble Geo 7x GPS Unit	Ramsey	5613468682	Jan-17	\$8,632
Trimble SX10 Total Station w/TSC7 Controller	Scott	30412343 DAD182500045	Mar-19	\$57,662
Trimble R-10 Model 60 w/TSC7 Controller	Washington	5841F00226 DAD182700495	Mar-19	\$30,348
Trimble R-10 Model 60w/TSC7 Controller	Wright	5851F00330 DAD184500106	Aug-19	\$32,917
Trimble R-12 Model 60 w/TSC7 Controller	Anoka	6035F00237 DAD203000204	Oct-20	\$35,617
Trimble TSC7 Controller EM120	Dakota	BAC210100008 DAD2101100087	Mar-21	\$7,777
Trimble R12i Model 60 w/ TSC7 Controller	Hennepin	6135F00484 DAD213600042	Oct-21	\$37,562
Trimble R12i Model 60 w/TSC7 Controller	Sherburne	35344908995589 DAD220100156	Aug-22	\$37,820
Trimble TSC7 Controller EM120	Scott	BAC230700110 DAD223200070	Apr-23	\$8,347
Trimble TSC7 Controller EM120	Carver	BAC230600512 DAD223800212	Apr-23	\$8,347
Trimble R12i Model 60 w/TSC7 Controller	Isanti	6331F01142 DAD23290009	Oct-23	\$35,056

Trimble R12i Model 60 w/TSC7 Controller	Ramsey	6339F00629 DAD232900554	Feb-24	\$38,115
Aerial Lidar System DJI Zenmuse L2 DJI Matrice 350 RTK	Chisago	15B1F6QKB2 39L00400B5	Feb-25	\$48,766
Trimble R980	Scott	6443766039	Jul-25	\$30,690

Budget Status of Approved Grants and Future Funding

Below is the estimated budget of approved Grant workplans as it relates to the supplies and equipment activity. All workplans are approximate and subject to change.

BWSR Grant	Grant Work Plan Category	Grant Work Plan Amount	Comments
FY26 NPEAP	Training/Supplies/Equipment	\$25,000	Grant expires 12/31/2028
FY26 ESTS	Training/Supplies/Equipment	\$25,000	Grant expires 12/31/2028
FY27 NPEAP	Grant not available yet	TBD	Anticipate by January 2027
FY27 ESTS	Grant not available yet	TBD	Anticipate by January 2027
Total Available		\$50,000	

Field Survey Equipment Needs

Member area District Managers meet regularly to discuss equipment needs. Below is the recommended plan for equipment.

Expense Type	Primary Location	Anticipated Purchase Date	Cost Estimate	Comments
Emlid Reach RX2 GNSS Samsung Tablet Active5 Rover Pole and Mounts	Anoka	Fall 2026	\$3,500	Assists with site assessments
Emlid Reach RX2 GNSS Samsung Tablet Active5 Rover Pole and Mounts	Washington	Fall 2026	\$3,500	Assists with site assessments
Laser Level	Scott	Fall 2026	\$2,000	Assists with variety of projects
Set-aside for repairs	NA	Ongoing	Annually \$6,000	Unanticipated repairs and parts
Wireless expenses	NA	Ongoing	Annually \$2,750	Covers 10 existing devices And 2 new devices
Software expenses	NA	Ongoing	NA	Covered by individual members
Total (2026 & 2027)			\$26,500	
Training Reserve			\$5,000	
Remaining			\$18,500	

Future Discussion

There are equipment ideas that staff would like to continue to explore.

Expense Type	Primary Location	Anticipated Purchase Date	Cost Estimate	Comments
Utility Locator	Anoka	TBD	\$7,000	Assists with better planning, can identify utility depth
Air Spade	Washington	TBD	\$3,000-\$15,000	Assists with better planning by locating utilities, more expensive with vacuum kit
Trimble R980	Washington	TBD	\$38,000	Current Washington based equipment versions older than other members

Workplan Changes

Funding from the Training/Supplies/Equipment workplan budgets may be shifted to member allocations for Technical Assistance if they are not needed before grant expiration.

JOINT POWERS AGREEMENT

**METROPOLITAN SOIL and WATER CONSERVATION DISTRICTS TECHNICAL SERVICE AREA
JOINT POWERS BOARD and the CHISAGO SOIL and WATER CONSERVATION DISTRICT**

UNMANNED AIRCRAFT SYSTEM HOSTING SERVICES

THIS AGREEMENT ("Agreement") is made by and between the Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board, also referred to as Metro Conservation Districts (MCD), and the Chisago Soil and Water Conservation District ("HOST").

WHEREAS HOST is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Chisago County;

WHEREAS MCD is a joint powers body with eleven members, nine soil and water conservation districts and two counties, including HOST, created to assist with special programs for the mutual benefit of its members;

WHEREAS the members of MCD are located in Minnesota Board of Water and Soil Resources (BWSR) Technical Service Area 4, which serves the eleven-county metropolitan area;

WHEREAS MCD purchased and owns an Unmanned Aircraft System), model Matrice 350 RTK Unmanned Aerial Vehicle, including controller and appurtenances (all together, UAS), to increase capacity and enhance efficiency in capturing high resolution aerial imagery and topographic mapping for MCD members' use to plan, determine feasibility and design conservation projects, and for related purposes;

WHEREAS it is essential that members' use of the UAS complies with local, state and federal requirements, to provide for public safety, protect private and public property, and limit liability;

WHEREAS MCD will benefit by having HOST secure, maintain and coordinate use of the UAS among MCD's members, and HOST will benefit by having proximity to the UAS for its needs; and

WHEREAS MCD and HOST (together, the "Parties") each is empowered by law to enter into contracts to further the foregoing purposes, and Minnesota Statutes §471.59 provides that two or more governmental units may by agreement jointly exercise any common power.

NOW THEREFORE, in consideration of the mutual promises herein and for mutual valuable consideration, the Parties enter into this Agreement, intending it to be legally binding.

1. **Term.** This Agreement is effective on the Parties' execution, and expires December 31, 2028, unless earlier terminated by law or in accordance with the terms of the Agreement.
2. **Hosting Services.** HOST will maintain physical custody of the UAS at its official place of business, and will be responsible to do the following (collectively, "UAS Host Services"):
 - House the UAS in appropriate conditions and exercise reasonable care to protect the UAS from damage, loss and theft consistent with a bailment for mutual benefit, and commensurate with the replacement cost of the UAS. In the event of damage, loss or theft, HOST will be responsible to show that it provided reasonable care.
 - Complete and maintain UAS registration in accordance with applicable Federal Aviation Administration (FAA) and Minnesota Department of Transportation (MnDOT) requirements.

- Serve as the point of contact for federal and state agencies, and take necessary steps with those agencies to be so acknowledged, including advising MCD of any assistance MCD must provide to secure federal and state compliance, which MCD will render promptly and in good faith.
- Maintain and provide proof of liability insurance as MnDOT may request or require.
- Maintain UAS airworthiness and proper operational function at all times.
- Ensure that UAS as delivered to member for intended use configuration does not exceed manufacturer's maximum weight load.
- Maintain a log detailing maintenance and repairs performed on the UAS.
- Process requests for waivers from FAA Part 107 regulations, as an operator may request.
- Not knowingly allow UAS operation in a manner inconsistent with applicable FAA Part 107 regulations, or other applicable local, state or federal requirements.

- 3. Coordinating Member Use.** Members will contact HOST directly to arrange for UAS use. HOST will manage scheduling, as well as UAS delivery and pickup. HOST may use the UAS for its own purposes consistent with reasonable and equitable availability of the UAS for other members' use. HOST will report to MCD any unavailability of the UAS due to its inadequate operational function, and any trends or ongoing challenges related to reasonable and equitable availability among members.

Before using the UAS, a member will enter into a use agreement with MCD in the form included as Exhibit A to this Agreement. HOST will confirm that the member's use agreement is active, in accordance with paragraph 2 of that agreement and, at MCD's request, will obtain documentation of insurance coverage, before relinquishing UAS custody to a member for use.

HOST will create and maintain the following records:

- a. For each occasion of use by a member, a list of the UAS components given into member's custody and received on return, and a record of HOST's confirmation of UAS operating condition on return.
- b. Reports submitted by members pursuant to paragraph 3.b of the use agreement. HOST will transmit any such report promptly to MCD on receipt.

- 4. Insurance and Indemnification.** At all times this Agreement is in effect, MCD and HOST will maintain insurance as follows:

- a. MCD will maintain property and liability coverage by standard Minnesota Counties Insurance Trust (MCIT) policies and with liability limits equal to statutory limits. MCD will maintain inland marine and drone endorsements for, respectively, UAS property and liability coverage. MCD will maintain the inland marine endorsement at UAS coverage limit.
- b. HOST will maintain liability coverage by standard MCIT policy and with liability limits equal to statutory limits. HOST will maintain drone endorsement for UAS liability coverage.
- c. Each Party will maintain workers compensation coverage in accordance with Minnesota law.
- d. Each Party will schedule the UAS on its policies and endorsements as required.

- e. A Party will provide documentation of the above coverage on the other Party's request.

Notwithstanding section 7 below, HOST will hold MCD harmless, and defend and indemnify it, with respect to any claim or suit, and liabilities, damages and costs associated therewith, for alleged third party injury, death or property damage arising from member UAS operation.

- 5. Payments, Costs and Expenses.** This Agreement provides for no exchange of monetary payment for the Parties' performance hereunder. Each Party is responsible for the internal and out-of-pocket costs and expenses to perform its responsibilities under this Agreement. HOST has no right of bailment lien under this Agreement.

Notwithstanding the foregoing, except for costs caused by HOST's failure to perform its obligations under section 2, above, MCD will reimburse HOST for out-of-pocket repair costs, including service and parts costs in respect of ordinary wear and tear, as well as more extensive work to maintain airworthiness, proper operational function and compliance with FAA and MnDOT requirements under section 2, above. HOST will receive a written estimate for any repair cost expected to exceed \$1,000, and before undertaking repair with an estimated cost in excess of \$2,000, HOST will confer with MCD and follow MCD direction as to whether and how to proceed with the repair.

MCD may request reasonable documentation of costs for which HOST seeks reimbursement and will pay HOST invoices promptly.

- 6. Cooperation.** The Parties will act cooperatively, in good faith and promptly to implement this Agreement, and will seek equitable and timely resolution of any dispute between them.
- 7. Liability; Immunities.** To the full extent of the law, the Parties' actions pursuant to this Agreement are to be construed as a "cooperative activity" and the Parties deemed a "single governmental unit," but the Parties do not intend to be responsible for the acts or omissions of each other, within the meaning of Minnesota Statutes §471.59, subd. 1a. Nothing in this Agreement is intended to create a right in any third party or to limit or waive any immunity, defense or liability limit either Party may enjoy under the Municipal Tort Claims Act, Minnesota Statutes chapter 466, or any other provision of law.
- 8. Compliance with Laws.** The Parties will abide by all applicable federal, state and local laws in acting under this Agreement. The Agreement will be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to the Agreement will be venued in Chisago County.
- 9. Records.** HOST will maintain all records pertaining to fees or costs incurred in connection with the Agreement for six years from the date the Agreement expires or is terminated. Any authorized MCD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

HOST will preserve all records created or maintained under the Agreement for the duration of the Agreement and for one year thereafter. On request, MCD may inspect or obtain copies of any part of those records. MCD will pay HOST's reasonable records duplication and transmittal costs.

10. Data Privacy. In accordance with Exhibit A, the Parties do not intend to retain electronic images or other data created or transmitted by members using the UAS by arrangement with HOST pursuant to this Agreement. Data created by a member in using the UAS that subsequently come into possession of the Parties in original or copy are not considered data created or generated pursuant to this Agreement. Each Party will manage any such data in accordance with its own internal procedures for data management pursuant to the Minnesota Government Data Practices Act (MGDPA) and any other applicable laws and requirements. Each Party will manage any data created or generated pursuant to this Agreement in its possession in accordance with the MGDPA.

11. Authorized Representatives. The authorized representatives of the Parties with respect to notice and other purposes under this Agreement are:

For MCD

Troy Kuphal, or successor
District Director
7151 West 190th Street, Jordan, MN 55352
(952) 492-5411
tkuphal@scottswcd.org

For Chisago SWCD

Craig, Mell, or successor
District Administrator
38500 Tanger Dr., Suite 206
North Branch, MN 55056
(651) 674-2333
craig.mell@mn.nacdnet.net

12. Termination. This Agreement expires on December 31, 2028. A Party may terminate this Agreement before that date for material breach, after written notice to the other Party describing the breach and 30 days' opportunity to cure. A Party may terminate this Agreement without cause on 90 days' written notice to the other Party. MCD may terminate the Agreement immediately on written notice if it determines, pursuant to section 5, that the cost to restore airworthiness, proper operational function and compliance with FAA and MnDOT requirements should not be incurred.

Notice of termination must be made by certified mail or by confirmed personal delivery to the authorized representative of the other Party. Termination does not discharge any right or liability accrued before the termination date. On expiration or termination, the Parties will cooperate to promptly return UAS custody to MCD.

13. Modifications. An amendment of this Agreement is valid only when reduced to writing and signed by an authorized representative of each Party.

14. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all oral and written agreements and negotiations by the Parties relating to the subject matter of this Agreement.

15. Severability. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid, or unenforceable, this will not affect the validity and enforceability of the

remainder of the Agreement unless the rendering substantially impairs the value of the Agreement for either party.

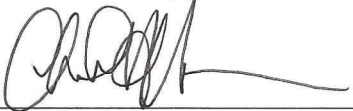
IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the dates written below.

METROPOLITAN SOIL and WATER CONSERVATION DISTRICTS TECHNICAL SERVICE AREA JOINT POWERS BOARD

BY:  5/11/2026
Director, Scott SWCD Date

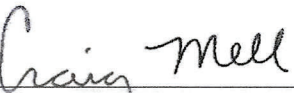
Pursuant to action taken by the MCD Board on February 25, 2026.

Reviewed and approved as to Form:



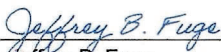
5-8-26
Date

CHISAGO SOIL and WATER CONSERVATION DISTRICT

BY:  May 6, 2026
District Administrator Date

Pursuant to action taken by the District's Board of Supervisors on _____.

Reviewed and approved as to Form:


Jeffrey B. Fuge
Assistant County Attorney Chisago County

05/06/2026
Date

EXHIBIT A**UNMANNED AIRCRAFT SYSTEM USE AGREEMENT****METROPOLITAN SOIL and WATER CONSERVATION DISTRICTS TECHNICAL SERVICE AREA
JOINT POWERS BOARD and <<MEMBER NAME>>**

THIS USE AGREEMENT ("Agreement") is made by and between the Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board, also referred to as Metro Conservation Districts (MCD), and <<Member Name>> ("MEMBER").

WHEREAS MCD is a joint powers body with eleven members, nine soil and water conservation districts and two counties, created to assist with special programs for the mutual benefit of its members;

WHEREAS the members of MCD are located in State of Minnesota Board of Water and Soil Resources (BWSR) Technical Service Area 4, which serves the eleven-county metropolitan area;

WHEREAS <<Member Name>> is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of <<County>> County, and is an MCD member;

WHEREAS MCD purchased and owns an Unmanned Aircraft System), model Matrice 350 RTK Unmanned Aerial Vehicle, including controller and appurtenances, as listed in Exhibit A hereto (all together, UAS), to increase capacity and enhance efficiency in capturing high resolution aerial imagery and topographic mapping for MCD members' use to plan, determine feasibility and design conservation projects, and for related purposes;

WHEREAS MEMBER desires to use the UAS for those purposes; and

WHEREAS as owner of the UAS for the benefit of its members as a whole, MCD has an interest in providing for the UAS to be reasonably and equitably available to members, and in members using and operating the UAS in a manner that conforms to local, state and federal requirements, and that provides for public safety, protects private and public property, and limits liability.

NOW THEREFORE for mutual valuable consideration, including the benefits that MCD and MEMBER (together, the "Parties") wish to derive, the Parties hereby enter into this Agreement, intending it to be legally binding.

1. Term. This Agreement commences the day it is signed by the Parties and continues in force until terminated pursuant to section 8, below.

2. Coordination of Use. Chisago Soil and Water Conservation District (CSWCD), an MCD member, by agreement with MCD has physical possession of the UAS and is responsible to administer UAS use by MCWD members. MEMBER will arrange directly with CSWCD to schedule MEMBER's use and to determine how it will acquire the UAS and return it to CSWCD. MEMBER will cooperate with CSWCD and other members so that the UAS is available to interested members on an equitable basis. MEMBER will provide a copy of this Agreement to CSWCD and, each time that it takes custody of the UAS, will affirm in writing that this Agreement remains in effect.

3. Obligations.

a. MEMBER is responsible for the following at any time it is operating the UAS:

(i) It has current MCIT liability coverage, with drone endorsement for liability, and otherwise meets all local, state and federal requirements for operator insurance coverage and proof of coverage. MEMBER will provide documentation of coverage to CSWCD on request.

(ii) Only MEMBER employees may operate the UAS.

(iii) All persons engaged in operating the UAS or supervising UAS operation will meet local, state and federal requirements with respect to qualifications and certification of operators and supervisors.

(iv) All pre-flight procedures and UAS operations will conform to local, state and federal requirements and will conform to all legal constraints as to the course of UAS flight and image capture. MEMBER is responsible for any pre-flight notice to property owners or others, in its sole discretion.

b. At all times the UAS or any component thereof is in MEMBER's custody, MEMBER will protect the equipment against damage, loss and theft with a level of care consistent with a bailment for benefit of bailee. Promptly after use, MEMBER will report to CSWCD, in writing, any damage to any UAS component and any observed lack, loss or decline of operational function in any UAS component.

c. This Agreement does not confer any software license to MEMBER. MEMBER is responsible to affirm that it holds the license or legal right to manipulate UAS data that it obtains hereunder.

4. Cost. MEMBER is not required to pay for UAS use.

5. Responsibility for Loss; Indemnification. MEMBER is responsible to MCD for any damage, loss or theft of the UAS, or any component thereof, if MEMBER's failure to fulfill its responsibility under paragraph 3.b, above, is a cause of the damage, loss or theft. MEMBER will hold MCD harmless, and defend and indemnify it, its board members and its staff, with respect to any claim or suit, and liabilities, damages and costs associated therewith, for alleged third party injury, death, property damage or other violation of legal right arising from MEMBER's UAS use. Nothing in this section or the Agreement as a whole is intended to create a right in any third party or to limit or waive any immunity, defense or liability limit either Party may enjoy under the Municipal Tort Claims Act, Minnesota Statutes chapter 466, or any other provision of law.

6. Data Ownership and Management. MEMBER owns all data outputs it obtains by use of the UAS. MEMBER is responsible to possess the card or other means of downloading or transmitting these outputs from the UAS and into its custody before returning the UAS. MCD reasonably will cooperate, and facilitate CSWCD cooperation, as needed to complete any such transmittal. MCD may obtain and inspect any such data on request, and will maintain and manage the data in accordance with MEMBER's classification of the data under the Minnesota Government Data Practices Act, chapter 13 (MGDPA).

Each Party is responsible to manage all data in its possession in accordance with the MGDPA and other applicable law.

7. Cooperation; Compliance with Laws. The Parties will cooperate, in good faith and promptly, to implement this Agreement, and will seek equitable and timely resolution for any dispute between them. The Parties will abide by all applicable federal, state and local laws in acting under this Agreement. The Agreement will be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to the Agreement will be venued in Scott County.

8. Termination. Either Party may terminate this Agreement without cause, at any time the UAS is not in MEMBER's possession. MCD must give 60 days' notice of termination to MEMBER, in writing. The foregoing does not limit MCD's ability to decide that the UAS should not be made available for use, immediately or otherwise, for any reason within its authority. This Agreement terminates immediately if MEMBER ceases to be an MCD member. MEMBER has no right of bailment lien under the Agreement.

9. Modifications. An amendment of this Agreement is valid only when reduced to writing and signed by an authorized representative of each Party.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all oral and written agreements and negotiations by the Parties relating to the subject matter of the Agreement.

11. Severability. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid, or unenforceable, this will not affect the validity and enforceability of the remainder of the Agreement unless the rendering substantially impairs the value of the Agreement for either party.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the dates written below:

METROPOLITAN SOIL and WATER CONSERVATION DISTRICTS TSA JOINT POWERS BOARD

BY: _____
Director, Scott SWCD (delegated) Date

Pursuant to action taken by the MCD Board on February 25, 2026.

<<MEMBER>>

BY: _____
Date

Pursuant to action taken by the <<MEMBERS GOVERNING BOARD>> on _____.

EXHIBIT A
For MCD UAS USER AGREEMENT

Unmanned Aerial System Components

PRODUCTS & SERVICES	QTY	UNIT PRICE	AMOUNT
MATRICE 350 RTK DRONE (includes battery station, batteries (2) and RC plus controller	1	\$14,484.65	\$14,484.65
DJI ZENMUSE L2 - HIGH-PRECISION AERIAL LIDAR SYSTEM GIMBAL	1	\$13,560.00	\$13,560.00
D-RTK 2 HIGH PRECISION CINSS MOBILE STATION GROUND RECEIVER	1	\$3,600.00	\$3,600.00
DRTK 2 BASE STATION TRIPOD	1	\$299.00	\$299.00
MATRICE 350 SERIES-PART08-TB65 INTELLIGENT FLIGHT BATTERY	4	\$700.00	\$2,800.00
WB37 INTELLIGENT BATTERY	1	\$59.00	\$59.00
MATRICE 350 - 2110S PROPELLER	2	\$39.00	\$78.00
DJI RC PLUS STRAP AND BRACKET KITS	1	\$99.00	\$99.00
HOODMAN LAUNCH PAD - 5FT	1	\$169.00	\$169.00
PIX4DMATIC (SOFTWARE)	1	\$6,990.00	\$6,990.00
PIX4DSURVEY (SOFTWARE)	1	\$4,490.00	\$4,490.00
GROUND STATION RTK CASE	1	\$699.00	\$699.00
MATRICE 350 RTK CASE	1	\$1,139.00	\$1,139.00

UNMANNED AIRCRAFT SYSTEM USE AGREEMENT

METROPOLITAN SOIL and WATER CONSERVATION DISTRICTS TECHNICAL SERVICE AREA JOINT POWERS BOARD and the CHISAGO SOIL and WATER CONSERVATION DISTRICT

THIS USE AGREEMENT ("Agreement") is made by and between the Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board, also referred to as Metro Conservation Districts (MCD), and the Chisago Soil and Water Conservation District ("MEMBER").

WHEREAS MCD is a joint powers body with eleven members, nine soil and water conservation districts and two counties, created to assist with special programs for the mutual benefit of its members;

WHEREAS the members of MCD are located in State of Minnesota Board of Water and Soil Resources (BWSR) Technical Service Area 4, which serves the eleven-county metropolitan area;

WHEREAS the Chisago Soil and Water Conservation District is a governmental and political subdivision of the State of Minnesota, located wholly within the boundaries of Chisago County, and is an MCD member;

WHEREAS MCD purchased and owns an Unmanned Aircraft System), model Matrice 350 RTK Unmanned Aerial Vehicle, including controller and appurtenances, as listed in Exhibit A hereto (all together, UAS), to increase capacity and enhance efficiency in capturing high resolution aerial imagery and topographic mapping for MCD members' use to plan, determine feasibility and design conservation projects, and for related purposes;

WHEREAS MEMBER desires to use the UAS for those purposes; and

WHEREAS as owner of the UAS for the benefit of its members as a whole, MCD has an interest in providing for the UAS to be reasonably and equitably available to members, and in members using and operating the UAS in a manner that conforms to local, state and federal requirements, and that provides for public safety, protects private and public property, and limits liability.

NOW THEREFORE for mutual valuable consideration, including the benefits that MCD and MEMBER (together, the "Parties") wish to derive, the Parties hereby enter into this Agreement, intending it to be legally binding.

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3. Obligations.

a. MEMBER is responsible for the following at any time it is operating the UAS:

(i) It has current MCIT liability coverage, with drone endorsement for liability, and otherwise meets all local, state and federal requirements for operator insurance coverage and proof of coverage. MEMBER will provide documentation of coverage to CSWCD on request.

(ii) Only MEMBER employees may operate the UAS.

(iii) All persons engaged in operating the UAS or supervising UAS operation will meet local, state and federal requirements with respect to qualifications and certification of operators and supervisors.

(iv) All pre-flight procedures and UAS operations will conform to local, state and federal requirements and will conform to all legal constraints as to the course of UAS flight and image capture. MEMBER is responsible for any pre-flight notice to property owners or others, in its sole discretion.

b. At all times the UAS or any component thereof is in MEMBER's custody, MEMBER will protect the equipment against damage, loss and theft with a level of care consistent with a bailment for benefit of bailee. Promptly after use, MEMBER will report to CSWCD, in writing, any damage to any UAS component and any observed lack, loss or decline of operational function in any UAS component.

c. This Agreement does not confer any software license to MEMBER. MEMBER is responsible to affirm that it holds the license or legal right to manipulate UAS data that it obtains hereunder.

4. Cost. MEMBER is not required to pay for UAS use.

5. Responsibility for Loss; Indemnification. MEMBER is responsible to MCD for any damage, loss or theft of the UAS, or any component thereof, if MEMBER's failure to fulfill its responsibility under paragraph 3.b, above, is a cause of the damage, loss or theft. MEMBER will hold MCD harmless, and defend and indemnify it, its board members and its staff, with respect to any claim or suit, and liabilities, damages and costs associated therewith, for alleged third party injury, death, property damage or other violation of legal right arising from MEMBER's UAS use. Nothing in this section or the Agreement as a whole is intended to create a right in any third party or to limit or waive any immunity, defense or liability limit either Party may enjoy under the Municipal Tort Claims Act, Minnesota Statutes chapter 466, or any other provision of law.

6. Data Ownership and Management. MEMBER owns all data outputs it obtains by use of the UAS. MEMBER is responsible to possess the card or other means of downloading or transmitting these outputs from the UAS and into its custody before returning the UAS. MCD reasonably will cooperate, and facilitate CSWCD cooperation, as needed to complete any such transmittal. MCD may obtain and inspect any such data on request, and will maintain and manage the data in accordance with MEMBER's classification of the data under the Minnesota Government Data Practices Act, chapter 13 (MGDPA).

Each Party is responsible to manage all data in its possession in accordance with the MGDPA and other applicable law.

7. Cooperation; Compliance with Laws. The Parties will cooperate, in good faith and promptly, to implement this Agreement, and will seek equitable and timely resolution for any dispute between them. The Parties will abide by all applicable federal, state and local laws in acting under this

Agreement. The Agreement will be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to the Agreement will be venued in Scott County.

8. Termination. Either Party may terminate this Agreement without cause, at any time the UAS is not in MEMBER's possession. MCD must give 60 days' notice of termination to MEMBER, in writing. The foregoing does not limit MCD's ability to decide that the UAS should not be made available for use, immediately or otherwise, for any reason within its authority. This Agreement terminates immediately if MEMBER ceases to be an MCD member. MEMBER has no right of bailment lien under the Agreement.

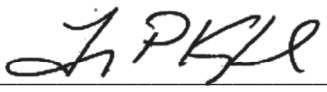
9. Modifications. An amendment of this Agreement is valid only when reduced to writing and signed by an authorized representative of each Party.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all oral and written agreements and negotiations by the Parties relating to the subject matter of the Agreement.

11. Severability. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid, or unenforceable, this will not affect the validity and enforceability of the remainder of the Agreement unless the rendering substantially impairs the value of the Agreement for either party.

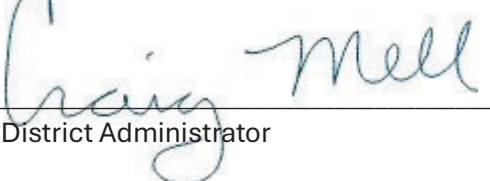
IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the dates written below:

METROPOLITAN SOIL and WATER CONSERVATION DISTRICTS TSA JOINT POWERS BOARD

BY:  5/6/2026
Director, Scott SWCD Date

Pursuant to action taken by the MCD Board on February 25, 2026.

CHISAGO SOIL and WATER CONSERVATION DISTRICT

BY:  May 4, 2026
District Administrator Date

Pursuant to action taken by the District's Board of Supervisors on March 10, 2026.

EXHIBIT A
Unmanned Aerial System Components

PRODUCTS & SERVICES	QTY	UNIT PRICE	AMOUNT
MATRICE 350 RTK DRONE (includes battery station, batteries (2) and RC plus controller	1	\$14,484.65	\$14,484.65
DJI ZENMUSE L2 - HIGH-PRECISION AERIAL LIDAR SYSTEM GIMBAL	1	\$13,560.00	\$13,560.00
D-RTK 2 HIGH PRECISION CINSS MOBILE STATION GROUND RECEIVER	1	\$3,600.00	\$3,600.00
DRTK 2 BASE STATION TRIPOD	1	\$299.00	\$299.00
MATRICE 350 SERIES-PART08-TB65 INTELLIGENT FLIGHT BATTERY	4	\$700.00	\$2,800.00
WB37 INTELLIGENT BATTERY	1	\$59.00	\$59.00
MATRICE 350 - 2110S PROPELLER	2	\$39.00	\$78.00
DJI RC PLUS STRAP AND BRACKET KITS	1	\$99.00	\$99.00
HOODMAN LAUNCH PAD - 5FT	1	\$169.00	\$169.00
PIX4DMATIC (SOFTWARE)	1	\$6,990.00	\$6,990.00
PIX4DSURVEY (SOFTWARE)	1	\$4,490.00	\$4,490.00
GROUND STATION RTK CASE	1	\$699.00	\$699.00
MATRICE 350 RTK CASE	1	\$1,139.00	\$1,139.00



**LICENSE FOR USE
OF MINNESOTA STATE FAIRGROUNDS FACILITIES**

License Agreement Number: 11517

June 8, 2026

Licensed To:
Metropolitan Conservation Districts
Troy Kuphal
Carver County Government Center 600 Fourth Street East
Chaska, MN 55318-2102

By this license, the MINNESOTA STATE AGRICULTURAL SOCIETY, hereinafter "Society", and **Metropolitan Conservation Districts**, hereinafter "Licensee", enter into a license agreement whereby Society licenses Licensee to occupy that portion of the Minnesota State Fairgrounds described as: **Baldwin Park; Baldwin Park Bandshell; Block 20; Block 24; Block 30; Block 31; Education Building; Heffron Park; Home Improvement; Progress Center; Restroom - Block 24; Restroom - Block 30** for the limited purpose of conducting a **Metro Children's Water Festival** only during the following time period:

Setup date(s): **9/29/2026 - 9/29/2026**
Event date(s): **9/30/2026 - 9/30/2026**
Removal date(s): **9/30/2026 - 9/30/2026**

Standard daily hours for event conduct, setup, teardown and removal are a 17-hour period from 6:00 a.m. until 11:00 p.m.

This license agreement is made subject to the provisions set forth herein. Also incorporated by reference and included as an integral part of this license agreement are all of the terms and conditions set forth in the accompanying Minnesota State Fairgrounds Facility Guide, as well as all applicable provisions of Minnesota Statutes, Chapter 37 and Minnesota State Fair Rules as most recently promulgated. Failure to comply with any of these provisions and/or conditions may result in automatic cancellation of this license. Licensee acknowledges that they have received and read the preceding documents prior to signing this license agreement and will abide by the rules, regulations, policies and procedures set forth therein, except as otherwise provided in this license.

^{DS}

I confirm that I have received/read the Minnesota State Fairgrounds Facility Guide incorporated, included and made part of this license by reference

License Fees:

The license fee for this usage will be:

Description	Start-End	Quantity	Price	Subtotal
Heffron Park	09/29/2026 - 09/30/2026	2.00 DAY	\$350.00 / DAY	\$700.00
Government Agency Discount 30%	09/29/2026 - 09/30/2026	1.00 EA	\$-210.00 / EA	\$-210.00

Restroom - Block 24	09/30/2026	1.00 DAY	\$200.00 / DAY	\$200.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-60.00 / EA	\$-60.00
Restroom - Block 30	09/30/2026	1.00 DAY	\$200.00 / DAY	\$200.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-60.00 / EA	\$-60.00
Baldwin Park	09/30/2026	1.00 DAY	\$1,200.00 / DAY	\$1,200.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-360.00 / EA	\$-360.00
Home Improvement	09/30/2026	1.00 DAY	\$700.00 / DAY	\$700.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-210.00 / EA	\$-210.00
Block 31	09/30/2026	1.00 DAY	\$250.00 / DAY	\$250.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-75.00 / EA	\$-75.00
Block 24	09/30/2026	1.00 DAY	\$350.00 / DAY	\$350.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-70.00 / EA	\$-70.00
Block 30	09/30/2026	1.00 DAY	\$1,000.00 / DAY	\$1,000.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-300.00 / EA	\$-300.00
Progress Center	09/30/2026	1.00 DAY	\$2,200.00 / DAY	\$2,200.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-660.00 / EA	\$-660.00
Block 20	09/30/2026	1.00 DAY	\$300.00 / DAY	\$300.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-90.00 / EA	\$-90.00
Education Building	09/30/2026	1.00 DAY	\$2,000.00 / DAY	\$2,000.00
Government Agency Discount 30%	09/30/2026	1.00 EA	\$-600.00 / EA	\$-600.00
Total Charges:				\$6,405.00

Licensee understands that this fee is "basic" and does not include costs to be incurred by Society for labor, setup, cleanup, security, damage, fire, vandalism, theft, malicious destruction, etc. or for any loss of or damage to Society's property. Licensee shall be responsible for any and all costs incurred by Society as a result of this usage, including, but not limited to, the preceding, and any property loss, damage to Society's property or liability caused directly or indirectly by Licensee, its agents, employees, guests, participants or attendees. Such costs will be billed by and are due to Society in accordance with the deposit and payment schedule set forth herein. A 16% assessment for fairgrounds capital improvements is included in the basic license fee.

Deposit and Payment Schedule:

It is required that Licensee post a non-refundable payment of **\$250.00** to bind this license agreement not later than **7/10/2026**. This payment shall be credited to Licensee's account. If Licensee should cancel this license, for any reason, at any time, this binder payment shall be forfeited.

An advance event deposit of **\$6,405.00** must be deposited with the Society on or before **8/28/2026**. Failure to post said event deposit as specified may result in an automatic cancellation of this license. If Licensee should, for any reason, cancel after posting said deposit, Society shall retain, as liquidated damages, the full deposit, plus a sum equal to any expense already incurred in preparation for this facility usage. If Society should, for any reason other than a force majeure event or Licensee's failure to submit documents and/or payments, cancel after Licensee's posting of said binder fee and deposit, Licensee shall be reimbursed for the binder fee and full deposit, less a sum equal to any expense already incurred by Society in preparation for this facility usage and assist Licensee to find an alternative Society venue. Notice of cancellation must be submitted by Society in writing.

Licensee agrees to make full payment of any outstanding balance due to Society within 30 days of invoice date.

General Insurance Requirements:

It is agreed that should any person, including employees of Society, on the fairgrounds for the purpose of working at, participating in or attending Licensee's event or activities during the period **9/29/2026 - 9/30/2026** suffer injury to their person or property, anywhere on the fairgrounds as a result of the negligent acts, errors or omissions of the Licensee, Licensee's agents, employees, guests, participants or attendees, and makes claim against the Society for such injury, that Licensee shall hold harmless and indemnify the Society from any liability incurred on account of any such claim. Licensee is required to have general liability, automobile liability (if applicable) and workers' compensation insurance coverage (if applicable) on their event activities/operations on the fairgrounds. Coverage requirements are as follows:

1. General Liability Coverage: A minimum of \$1 million combined single limits per occurrence, \$2 million annual aggregate per event insuring against claims for the following:
 - Premises & Operations Bodily Injury
 - Premises & Operations Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products & Completed Operations
2. Excess Liability Insurance Coverage: An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee's policy to satisfy the full policy limits required.
3. Automobile Liability Insurance Coverage, if applicable: Insuring the following in compliance with State of Minnesota statutes:
 - Bodily Injury and Property Damage
 - Any Auto
 - Owned Automobile, if any
 - Non-owned Automobile
 - Hired Automobile
4. Workers' Compensation Insurance Coverage, if applicable: Coverage must include Statutory Compensation Coverage and Employers Liability in full compliance with State of Minnesota statutes including:
 - Bodily Injury per Disease per Employee
 - Bodily Injury per Disease Aggregate
 - Bodily Injury by Accident
5. A certificate(s) giving evidence of the preceding insurance coverage(s) must be provided for Society's review no later than 30 days prior to the first event setup date. Failure to provide said certificate(s) as specified may work as an automatic cancellation of this license.
6. The insurance certificate must name the Minnesota State Agricultural Society, Minnesota State Fair and State of Minnesota as "an Additional Insured" on General Liability Coverage with respect to Licensee's event operations/activities on the Minnesota State Fairgrounds.
7. The insurance carrier(s) must provide the Society with 30 days written notice of any policy cancellation, non-renewal, reduction in limits or coverage, or material change(s) in policy terms.
8. All policies and certificates must provide that the policies and certificates remain in full force and effect any time while Licensee's event and their property or equipment is taking place and/or located on State Fair property during the term of this license agreement.
9. Licensee's policy(ies) shall be the primary insurance to any other valid and collectible insurance available to the Society with respect to any claim arising out of this license.
10. If Licensee is self-insured, a Certification of Self-Insurance must be forwarded to the Society no later than 30 days prior to the first event setup date.
11. Legal defense fees must be included/covered in addition to liability policy limits.
12. Insurance carriers must have an "AM Best" rating of A- (minus), a financial size category of VII or better, be acceptable to the Society and be authorized to do business in the State of Minnesota and be acceptable to the Society.

Concessions and Catering:

The Society retains complete and exclusive rights to all food, beverage and alcoholic beverage concession and catering service operations at any and all events held on the Minnesota State

Fairgrounds and receives a 15-20% privilege fee of total sales, less tax. Arrangements for food, beverage and alcoholic beverage concession and catering services at events held on the fairgrounds will be made only by the Society. The Society reserves the right to place such concessions in and around the licensed facilities as it deems appropriate.

The sale of products containing THC and/or CBD will not be permitted at non-fair events held on the State Fairgrounds or at the Minnesota State Fair.

Physical Arrangements:

A meeting to arrange for Licensee's physical needs must be held with representatives of Society's events department no later than 30 days prior to actual event setup.

Special License Conditions:

- 1 A thirty percent (30%) discount on facility rent applies for being a government agency offering a free public service.
- 2 In case of inclement weather, Licensee to notify Minnesota State Fair by the Monday prior to the event by Noon so that alternate arrangements can be made.

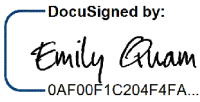
Standard License Conditions:

1. Society warrants that it will only make available the previously stated basic facilities, plus appurtenances, "as is". Society does not guarantee to provide labor, materials or services required for Licensee's event preparation, execution, facility use or restoration of premises in accordance with the terms of this license. Any lack of availability or ability to provide said labor, materials or services shall in no way affect, impair or excuse Licensee's obligation to pay the fees hereunder and to perform all other covenants and agreements herein.
2. This License and the obligation of Licensee to pay the fees specified and perform all other covenants and agreements hereunder on the part of the Licensee shall in no way be affected, impaired or excused because Society is unable to fulfill any of its obligation(s) under this License. In the event Society is unable to fulfill its obligation(s) under this License by reason of any outside cause whatsoever, including, but not limited to, governmental pre-emption, directive or recommendation in connection with a national or state emergency, quarantine, pandemic or epidemic; by reason of any law, rule, order or regulation of any government agency or department; due to shortages of materials, equipment, labor or energy; because of civil disturbance, riot, third-party criminal conduct; due to fire, flood, tornado or other unusual weather conditions; or when occasioned by any other cause or circumstance beyond the control of Society which Society cannot overcome or avoid through reasonable and diligent efforts, Society shall be excused from any/all obligation(s) to Licensee hereunder.
3. Licensee shall use and occupy the premises for those purposes specified herein and for no other purposes. Licensee shall refrain from using any of Society's facilities on the Minnesota State Fairgrounds in a manner inconsistent with their intended purposes and agrees that the Society, through its representatives, shall exercise final judgment in any/all questionable circumstances.
4. To the extent possible, Society shall provide parking area(s) for Licensee's use without additional cost. Licensee agrees that no parking charge will be assessed to the public for use of same. At times it is necessary for the Society to schedule parking/traffic attendants to assist with vehicle traffic on the fairgrounds. All costs associated with providing such services will be charged to the Licensee. All posted parking and traffic regulations on the Minnesota State Fairgrounds will be in full force and effect at all times. Violators will be ticketed/towed.
5. Absolutely no overnight sleeping or camping will be allowed on the Fairgrounds, except as may otherwise be specified in this license.

6. No signs, posters, banners, billboards or similar items may be placed on the fairgrounds, except those authorized, approved and placed by Society. Under no circumstances will unauthorized and unapproved signs be allowed at or on the fence line of the fairgrounds. Licensee shall neither encumber nor obstruct streets or sidewalks in front of building entrances or halls and stairs of licensed premises, nor allow same to be otherwise obstructed or encumbered in any manner. Licensee agrees that Society's agents have the right to enter into and upon the licensed premises, or any part thereof, at all reasonable hours for the purpose of examining same or making repairs as may be necessary for safety and the preservation thereof.
7. No dogs or other pets shall be allowed on the State Fairgrounds at any time unless confined or restrained on a leash of less than six feet in length. In addition, dogs or other pets are not permitted in any State Fair building, with the following three exceptions:
 - a. Certified service animals or service animals in training.
 - b. Dogs or other pets may be allowed when part of an exhibition or demonstration authorized by the events department.
 - c. Dogs or other pets may be allowed in the horse barn during equine/livestock events if confined or restrained on a leash of less than six feet in length. Society personnel are empowered to order the removal of any dog or pet from the State Fairgrounds in violation of the above or found to be disturbing or endangering the public.
8. Licensee shall assume full responsibility for all damage to Society property of any nature resulting from any negligent act, error, omission or misconduct associated with event setup, conduct or teardown, as well as the acts, errors, omissions or misconduct of those in attendance at this Event. To the extent of Licensee's liability and/or at Licensee's expense, Licensee shall restore Society's damaged property to a condition similar or equal to that existing before the damage was done. Licensee shall repair, rebuild or replace the damage as directed by Society, or they shall otherwise make good on the damage in a manner acceptable to Society.
9. This agreement shall be subject to, governed by and construed according to the laws of the State of Minnesota and any action hereunder shall be brought in and subject to the jurisdiction of Minnesota courts. In the event it is necessary for the Society to institute legal proceedings against Licensee for a breach of any covenant, term or condition of this license, any and all costs of such proceedings, including attorney's fees, shall be deemed to be an additional fee(s), and Society shall have the same rights and remedies as though such additional license fee(s) were a part of the license fees due to Society under this license.
10. Licensee shall not assign, sublet, sell, hypothecate, dispose of or devise by will any interest it may derive from this license agreement during the lifetime hereof, except with the expressed, written consent of Society.
11. Failure of Society to insist upon strict performance of any of the terms, conditions and/or covenants herein shall not be deemed a waiver of any rights or remedies that the Society may have and shall not be deemed a waiver by Society of any subsequent breach or default in the terms, conditions and/or covenants herein.
12. Society hereby represents that the subject premises are in compliance with the Americans with Disabilities Act and Minnesota Statute 363.01, et al. Licensee agrees to comply in all respects with the Americans with Disabilities Act, as well as all other applicable federal, state and municipal laws, rules and ordinances while occupying and/or using Society premises.

Please have the individual with authority to execute this license on behalf of the Licensee sign both copies and return the original by **7/10/2026**. Failure to execute both copies and return the original to the undersigned by **7/10/2026** shall result in cancellation of this license offer.

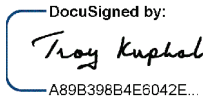
MINNESOTA STATE
AGRICULTURAL SOCIETY

By:  0AF00F1C204F4FA...

Emily Quam

Date: June 8, 2026

"The undersigned understands and agrees to the terms and conditions of this license agreement, including those terms and conditions made part of this license by reference in the accompanying Document's, except as otherwise provided in this license.

By:  A89B398B4E6042E...

Metropolitan Conservation Districts
Troy Kuphal

Date: June 8, 2026



Date: 6/8/2026

BINDER FEE INVOICE

Metropolitan Conservation Districts
Madeline Seveland
Carver County Government Center 600 Fourth Street East
Chaska, MN 55318-2102

Binder Fee for Metro Children's Water Festival

Event ID	Event Date(s):	Contract #	Amount:
11517	9/30/2026- 9/30/2026	11517 00 0	\$250.00

AMOUNT STATED DUE TO MINNESOTA STATE FAIR BY 7/10/2026

Please remit with payment to: Minnesota State Fair
Attn: Events Department
1265 Snelling Avenue North
St. Paul, MN 55108-3003

Questions - Please contact Emily Quam at 651-288-4307 or by email at emily.quam@mnstatefair.org.

Thank you.



Date: 6/8/2026

DEPOSIT INVOICE

Metropolitan Conservation Districts
Madeline Seveland
Carver County Government Center 600 Fourth Street East
Chaska, MN 55318-2102

Deposit for Metro Children's Water Festival

Event ID	Event Date(s):	Contract #	Amount:
11517	9/30/2026- 9/30/2026	11517 00 0	\$6,405.00

AMOUNT STATED DUE TO MINNESOTA STATE FAIR BY 8/28/2026

Please remit with payment to: Minnesota State Fair
Attn: Events Department
1265 Snelling Avenue North
St. Paul, MN 55108-3003

Questions - Please contact Emily Quam at 651-288-4307 or by email at emily.quam@mnstatefair.org.

Thank you.