

Metro Conservation Districts



**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, Nov 15, 2023**

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 February 22, 2023, Regular Board meeting	2-4	Action
5	Treasurer's Report – <i>Scott</i>		
	5.1 November Treasurer's Report	5	Action
	5.2 Checking Account Transactions Report	6-7	Information
	5.3 FY2022 Financial Statement		Information
6	Manager Meeting Notes from July 12, August 9, Sept 13, November 8	8-20	Information
7	Special Programs		
	7.1 Engineering and Technical Assistance (ETA) Program – <i>Dakota</i>		
	7.1.1 ETA & Equipment Reports as of September 30, 2023	21-22	Information
	7.1.2 Grant Status Report as of September 30, 2023	23	Information
	7.1.3 FY24 and FY25 NPEAP and ESTS Grant Work Plans & Agreements	24-25	Action
	7.1.4 CY24-25 Capital Equipment Plan	26-27	Action
	7.2 Minnesota Ag Water Quality Certification Program (MAWQCP) - <i>Scott</i>		
	7.2.1. MDA Agreement FY2024-2025	28-34	Action
	7.3 Children's Water Festival		
	7.3.1 State Fair Agreement for Children's Water Festival	35-40	Action
8	Other Business		
	8.1 Partnership for BWSR Phase I Soil Health Grant RFP		Information
	8.2 Establishing a Future Board Meeting Method (in person/hybrid/virtual)		Action
	8.3 MCD Board Legal Representation		Information
9	Member Updates		Information
10	Adjourn		Action

PUBLIC NOTICE: The November 15, 2023, Regular Board meeting will take place in person with an option to join via video conference. A link for remote attendance will be emailed to everyone on the agenda distribution list and anyone who requests one. Call 952-492-5425 for more information or instructions.



MEETING MINUTES
Wednesday, February 22, 2023
Virtual Meeting Held on Zoom

Attendance:

<u>Member</u>	<u>Supervisors</u>	<u>Staff</u>
Anoka CD	Glenda Meixell	
Carver SWCD	Stan Wendland	
Chisago SWCD	Roland Cleveland	Craig Mell
Dakota SWCD	Chelsea Skog	Brian Watson
Hennepin County		
Isanti SWCD	David Medvecky	
Ramsey County	Nicole Frethem	Joseph Lochner
Scott SWCD	Doug Schoenecker	Troy Kuphal, Shelly Tietz
Sherburne SWCD		
Washington CD	John Rheinberger	
Wright SWCD		

1. Call to Order

The meeting was called the meeting to order at 4:04 pm. A quorum was present.

2. Open Floor

No one came forward.

3. Election of Officers

Kuphal opened the floor for nominations for Chair. Schoenecker nominated John Rheinberger for Chair. Kuphal called twice for further nominations. There were no further nominations. Kuphal recognized Rheinberger as the only nominee and called for any objections to elect Rheinberger as Chair by acclamation. There being no objections Kuphal declared John Rheinberger Chair by acclamation.

Kuphal opened the floor for nominations for Vice-Chair. Meixell nominated Nicole Frethem for Vice-Chair. Kuphal called twice for further nominations. There were no further nominations. Kuphal recognized Frethem as the only nominee and called for any objections to elect Frethem as Vice-Chair by acclamation. There being no objections Kuphal declared Nicole Frethem as Vice-Chair by acclamation.

Kuphal opened the floor for nominations for Secretary. Rheinberger nominated Glenda Meixell. Kuphal called twice for further nominations. There were no further nominations. Kuphal recognized Meixell as the only nominee and called for any objections to elect Meixell as Secretary by acclamation. There being no objections Kuphal declared Glenda Meixell as Secretary by acclamation.

Kuphal opened the floor for nominations for Treasurer. Rheinberger nominated Schoenecker for Treasurer. Kuphal called twice more for further nominations. There were no further nominations.

Kuphal recognized Schoenecker as the only nominee and called for any objections to elect Schoenecker as Treasurer by acclamation. There being no objections Kuphal declared Doug Schoenecker as Treasurer by acclamation.

4. Approve of Agenda

Kuphal added under item 7 an additional Manager Meeting on 12/21/2022. **Motion 23.001** Motion by Schoenecker, second by Meixell, to approve the agenda as presented. Voting Aye: Meixell, Wendland, Skog, Medvecky, Frethem, Schoenecker, Rheinberger. Voting nay: none.

5. Approval of Minutes

Motion 23.002 Motion by Meixell, second by Skog, to approve the minutes as presented. Voting Aye: Meixell, Wendland, Skog, Medvecky, Frethem, Schoenecker, Rheinberger. Voting nay: none.

Roland Cleveland entered the meeting at 4:15 pm

6. Treasurer’s Report – Scott SWCD Reporting

6.1 Treasurer’s Report – February 9, 2023

Shelly Tietz read the Treasurer’s Report with balances as of February 9, 2023.

Motion 23.003 Motion by Frethem, second by Wendland, to approve the treasurers report as presented subject to audit. Voting Aye: Meixell, Cleveland, Wendland, Skog, Medvecky, Frethem, Schoenecker, Rheinberger. Voting nay: none.

6.2 Checking Account Transaction Report

The checking account transaction report was published; no discussion.

7. Manager’s Meeting Notes for December 21, 2022 and February 7, 2023 - Troy Kuphal reported on both Manager Meetings, No discussion.

8. Special Programs

8.1 Engineering and Technical Assistance (ETA) Program

8.1.1 ETA Eng./Tech, Assistance & Equipment Reports – Brian Watson reported; no discussion.

8.1.2 Grant Status Report – Brian Watson reported; no discussion.

8.2 MN Ag Water Quality Certification –Troy Kuphal reported; no discussion.

8.3 Metro Children’s Water Festival - Joseph Lochner reported that the JPA is on the March 21, 2023, Ramsey County agenda for approval.

9. Other Business

9.1 2023 Board Meeting Dates

Motion 23.004 Motion by Cleveland, second by Medvecky, to approve the following board meeting dates for 2023: February 22, August 30 and November 15. Voting Aye: Meixell, Cleveland, Wendland, Skog, Medvecky, Frethem, Schoenecker, Rheinberger. Voting nay: none.

9.2 Official Depository Institution

Motion 23.005 Motion by Schoenecker, second by Meixell to designate HomeTown Bank as the primary checking and savings account. Voting Aye: Meixell, Cleveland, Wendland, Skog, Medvecky, Frethem, Schoenecker, Rheinberger. Voting nay: none.

9.3 Bid for FY2021 Financial Audit

Motion 23.006 Motion by Meixell, second by Wendland to accept Peterson Company, LTD, audit bid for \$3,200. Voting Aye: Meixell, Cleveland, Wendland, Skog, Medvecky, Frethem, Schoenecker, Rheinberger. Voting nay: none.

9.4 2021 Audited Financial Statements

Tietz referred to the 2021 Audited Financial Statements included in the board packet. No discussion.

10. Member District Updates

None.

11. Adjourn

Motion 23.007 Motion by Meixell, second by Fregthem, to adjourn the meeting at 4:34 pm. Voting Aye: Meixell, Cleveland, Wendland, Skog, Medvecky, Frethem, Schoenecker, Rheinberger. Voting nay: none.

Respectfully submitted,

Glenda Meixell, Secretary

Date

**Metropolitan Conservation District
Treasurer's Report
As of November, 2023**

Previous Cash
Balance 11/3/2023

ETA - Engineering and Technical Assistance

ASSETS		
Cash - Previous Balance -2/9/2023	\$647,059.78	
Income		\$0.00
Expense		\$191,139.28
Cash - Ending Balance -11/9/2023		\$455,920.50
LIABILITIES		
NPEAP/ETA		\$455,920.50
Total Liabilities		\$455,920.50
FUND BALANCE		\$0.00

MAWQCP - MN Ag Water Quality Certification

ASSETS		
Cash - Previous Balance - 2/9/2023	-\$2,355.61	
Income		\$9,231.51
Expense		\$6,875.90
Cash - Ending Balance -11/9/2023		\$0.00
FUND BALANCE		\$0.00

CWF - Childrens' Water Festival

ASSETS		
Cash - Previous Balance - 2/9/2023	\$64,657.41	
Income		\$18,261.09
Expense		\$24,904.38
Cash - Ending Balance -11/9/2023		\$58,014.12
FUND BALANCE		\$58,014.12

MCD - Metro Conservation District

ASSETS		
Cash - Previous Balance -2/9/2023	\$42,662.72	
Income		\$25,689.18
Expense		\$1,991.00
Cash - Ending Balance - 11/9/2023		\$66,360.90
Accounts Receivable		
FUND BALANCE		\$66,360.90

TOTAL FUND BALANCE	\$124,375.02	
TOTAL CASH BALANCE		\$580,295.52

BANK ACCOUNT SUMMARY

Accounts Type	Bank	Balance
Checking	Hometown	\$36,659.55
Savings	Hometown	\$293,635.97
CD	Hometown	\$250,000.00
Total Cash		\$580,295.52

Metro Conservation District
As of November 9, 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
							41,266.39
Bill Pmt -Check	02/09/2023	2220	Scott Soil and Water Conservation Dist.	Invoice 2022-265		9,088.70	32,177.69
Bill Pmt -Check	02/09/2023	2221	Scott Soil and Water Conservation Dist.	Invoice 2022-209		1,132.08	31,045.61
General Journal	02/09/2023	EFTR	Schmitty & Sons	Reverse of GJE EFT -- For CHK 1879 voided on	376.13		31,421.74
Check	02/14/2023	EFT	Verizon Wireless	Data Plan		141.27	31,280.47
Deposit	02/15/2023			Deposit	760.00		32,040.47
Deposit	03/08/2023			Deposit	143.00		32,183.47
Check	03/14/2023	EFT	Verizon Wireless	Data Plan		197.48	31,985.99
Check	03/28/2023	EFT	Data Activation Purchase	Data Plan		206.96	31,779.03
Bill Pmt -Check	04/05/2023	2222	Frontier Precision, Inc	Invoice 270745 - Maintenance on Equipment		957.26	30,821.77
Check	04/12/2023	2223	144Design, Inc	Invoice 23-16002 - Children's Water Fesitval		236.25	30,585.52
Check	04/13/2023	EFT	Verizon Wireless	Data Plan		182.46	30,403.06
Bill Pmt -Check	04/17/2023	2224	Frontier Precision, Inc	Invoice 272464 - Trimble TSC7		8,346.60	22,056.46
Bill Pmt -Check	04/17/2023	2226	Dakota County Soil & Water Conservation D	Invoice 3294 - Host Services		6,010.00	16,046.46
Check	04/17/2023	2225	Dakota County Soil & Water Conservation D	VOID:	0.00		16,046.46
Deposit	04/18/2023			Deposit	500.00		16,546.46
Deposit	04/19/2023			Deposit	591.09		17,137.55
Bill Pmt -Check	05/03/2023	2227	Carver Soil & Water Conservation District	ETA - Invoice 2193		5,150.00	11,987.55
Bill Pmt -Check	05/03/2023	2228	Chisago Soil & Water Conservation Dist	ETA - Invoice 3969		9,200.02	2,787.53
Bill Pmt -Check	05/03/2023	2229	Dakota County Soil & Water Conservation D	ETA - Invoice 3293		15,060.38	-12,272.85
Bill Pmt -Check	05/03/2023	2230	Isanti SWCD	ETA - Invoice 2022-95		1,808.40	-14,081.25
Bill Pmt -Check	05/03/2023	2231	Ramsey County.	VOID: ETA - Invoice PRK-002196	0.00		-14,081.25
Bill Pmt -Check	05/03/2023	2232	Scott Soil and Water Conservation Dist.	ETA - Invoice 2023-001		5,521.00	-19,602.25
Bill Pmt -Check	05/03/2023	2233	Sherburne SWCD.	ETA - Invoice 2022175		1,522.89	-21,125.14
Bill Pmt -Check	05/03/2023	2234	Washington Conservation District	ETA - Invoice 6022		11,454.32	-32,579.46
Bill Pmt -Check	05/03/2023	2235	Wright SWCD	ETA - Invoice		6,654.00	-39,233.46
Transfer	05/03/2023			Funds Transfer	100,000.00		60,766.54
Bill Pmt -Check	05/08/2023	2236	Ramsey County.	ETA - Invoice PRK-002196		10,934.64	49,831.90
Check	05/08/2023	2237	Wright SWCD	MAWQCP - Invoice 86091075		1,225.50	48,606.40
Check	05/08/2023	2238	Scott Soil and Water Conservation Dist.	MAWQCP - Invoice 2023-014		262.00	48,344.40
Check	05/08/2023	2239	Washington Conservation District	MAWQCP - Invoice 6037		1,485.44	46,858.96
Check	05/08/2023	2240	Dakota County Soil & Water Conservation D	MAWQCP - Invoice 3297		111.00	46,747.96
Bill Pmt -Check	05/08/2023	2241	Frontier Precision, Inc	VOID: ETA Equipment - Invoice 273469	0.00		46,747.96
Bill Pmt -Check	05/08/2023	2242	Scott Soil and Water Conservation Dist.	VOID: ETA Fiscal Services - Invoice 2023-016	0.00		46,747.96
Bill Pmt -Check	05/08/2023	2243	Frontier Precision, Inc	ETA Equipment - Invoice 273469		8,346.60	38,401.36
Bill Pmt -Check	05/08/2023	2244	Scott Soil and Water Conservation Dist.	ETA Fiscal Services - Invoice 2023-016		1,434.00	36,967.36
Check	05/08/2023	EFT	Data Activation Purchase	Data Plan		160.99	36,806.37
Deposit	05/12/2023			Deposit	3,083.94		39,890.31
Check	05/15/2023	EFT	Verizon Wireless	Data Plan		182.46	39,707.85
Check	05/22/2023	2245	Pollinate Minnesota	Invoice 1377 - Children's Water Festival		375.00	39,332.85
Check	05/25/2023	2246	Scott Soil and Water Conservation Dist.	Trimble Battery Replacement		59.10	39,273.75
Check	05/25/2023	2247	Scott Soil and Water Conservation Dist.	VOID: MCD Fiscal Admin Services GJE, RGJE c	0.00		39,273.75
General Journal	05/25/2023	EFT	Scott Soil and Water Conservation Dist.	For CHK 2247 voided on 06/12/2023		2,001.00	37,272.75
Check	06/06/2023	EFT	Data Activation Purchase	Data Plan		160.99	37,111.76
General Journal	06/12/2023	EFTR	Scott Soil and Water Conservation Dist.	Reverse of GJE EFT -- For CHK 2247 voided on	2,001.00		39,112.76
Check	06/12/2023	2248	Scott Soil and Water Conservation Dist.	Invoice 2023-015		1,991.00	37,121.76
Check	06/13/2023	EFT	Verizon Wireless	Data Plan		182.46	36,939.30
Check	07/06/2023	EFT	Data Activation Purchase	Data Plan		160.99	36,778.31
Deposit	07/20/2023			Deposit	10,250.00		47,028.31
Bill Pmt -Check	08/08/2023	2249	Carver Soil & Water Conservation District	ETA - Invoice 2217		940.50	46,087.81
Bill Pmt -Check	08/08/2023	2250	Chisago Soil & Water Conservation Dist	ETA - Invoice 3977		2,896.62	43,191.19
Bill Pmt -Check	08/08/2023	2251	Dakota County Soil & Water Conservation D	ETA - Invoice 3313		16,331.50	26,859.69
Bill Pmt -Check	08/08/2023	2252	Isanti SWCD	ETA - Invoice 2023-113		6,440.50	20,419.19
Bill Pmt -Check	08/08/2023	2253	Ramsey County.	ETA - Invoice PRK-002232		1,484.52	18,934.67

Metro Conservation District
As of November 9, 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill Pmt -Check	08/08/2023	2254	Sherburne SWCD.	ETA Invoice 2022109 & 2022199		8,327.34	10,607.33
Bill Pmt -Check	08/08/2023	2255	Washington Conservation District	ETA - Invoice 6140		16,962.37	-6,355.04
Bill Pmt -Check	08/08/2023	2256	Wright SWCD	ETA - Invoice		3,415.50	-9,770.54
Bill Pmt -Check	08/08/2023	2257	Dakota County Soil & Water Conservation D	ETA - Invoice 3314		2,564.00	-12,334.54
Transfer	08/08/2023			Funds Transfer	30,000.00		17,665.46
Check	08/14/2023	2258	Minnesota State Fair	Event 10007 - Children's Water Festival		5,267.50	12,397.96
Deposit	08/14/2023			Deposit	1,000.00		13,397.96
Check	08/16/2023	2259	Dakota County Soil & Water Conservation D	VOID: Invoice 3297 - MAWQCP GJE, RGJE cre	0.00		13,397.96
Check	08/16/2023	2267	Scott Soil and Water Conservation Dist.	Invoice 2023-060 - MAWQCP		41.00	13,356.96
Check	08/16/2023	2266	Wright SWCD	Invoice 86091119 - MAWQCP		1,199.00	12,157.96
Check	08/16/2023	2265	Washington Conservation District	Invoice 6155 - MAWQCP		2,156.96	10,001.00
General Journal	08/16/2023	EFT	Dakota County Soil & Water Conservation D	For CHK 2259 voided on 08/18/2023		111.00	9,890.00
General Journal	08/18/2023	EFTR	Dakota County Soil & Water Conservation D	Reverse of GJE EFT -- For CHK 2259 voided on	111.00		10,001.00
Check	08/18/2023	2264	Dakota County Soil & Water Conservation D	Invoice 3320 - MAWQCP		395.00	9,606.00
Deposit	08/25/2023			Deposit	3,791.96		13,397.96
Deposit	09/05/2023			Deposit	5,550.00		18,947.96
Deposit	09/05/2023			Deposit	1,600.00		20,547.96
Check	09/06/2023	EFT	Data Activation Purchase	Data Plan		160.99	20,386.97
Check	09/06/2023	EFT	Data Activation Purchase	Data Plan		160.99	20,225.98
Deposit	09/07/2023			Deposit	2,100.00		22,325.98
Check	09/18/2023	2268	Nelson Cheese & Deli	Children's Water Festival Lunches		1,440.13	20,885.85
Deposit	09/18/2023			Deposit	8,000.00		28,885.85
Deposit	09/22/2023			Deposit	300.00		29,185.85
Deposit	09/26/2023			Deposit	1,500.00		30,685.85
Check	10/04/2023	2269	Sparlin Consulting	Children's Water Festival - Speaker		425.00	30,260.85
Check	10/04/2023	2270	Central Elementary	Children's Water Festival Bus Reimbursement		459.80	29,801.05
Check	10/04/2023	2271	Madeline Seveland	Children's Water Festival Expenses		187.37	29,613.68
Check	10/04/2023	2272	Central Park Elementary	Children's Water Festival - Food		360.00	29,253.68
Check	10/04/2023	2273	Geroux, Nanette	Children's Water Festival - Presenter Supplies		68.58	29,185.10
Check	10/04/2023	2274	One91 Virtual Academy	Children's Water Festival - Bus Reimbursement		453.00	28,732.10
Check	10/06/2023	EFT	Data Activation Purchase	Data Plan		160.99	28,571.11
Check	10/11/2023	2275	144Design, Inc	Invoice 23-4009 CWF Website		1,525.00	27,046.11
Check	10/11/2023	2276	Anoka County	Confirmation 712861 - Children's Water Festival Event		263.93	26,782.18
Check	10/11/2023	2277	Regents of the University of Minnesota	Invoice 0180008296 - Children's Water Festival Event		400.00	26,382.18
Check	10/11/2023	2278	Growing Green Hearts, LLC	Invoice 674 - Children's Water Festival Event		1,000.00	25,382.18
Check	10/16/2023	2279	Nelson Cheese & Deli	Additional Food - Children's Water Festival		192.13	25,190.05
Bill Pmt -Check	10/23/2023	2280	Dakota County Soil & Water Conservation D	Invoice 3336 - ETA Host		2,020.00	23,170.05
Bill Pmt -Check	10/23/2023	2281	Frontier Precision, Inc	Invoice 285177 - ETA Survey Equipment		35,055.91	-11,885.86
Check	10/23/2023	2282	Newport Elementary	Children's Water Festival Bus		970.37	-12,856.23
Transfer	10/23/2023			Funds Transfer	50,000.00		37,143.77
Deposit	10/23/2023			Deposit	8,108.38		45,252.15
Check	11/02/2023	2283	OH Anderson Elementary	Bus - Children's Water Festival		1,362.72	43,889.43
Check	11/02/2023	2284	Minnesota State Fair	Venue - Children's Water Festival		6,962.00	36,927.43
Check	11/02/2023	2285	Vista View Elementary School	Bus - Children's Water Festival		461.60	36,465.83
Check	11/02/2023	2286	Eastern Carver County Schools	Bus - Children's Water Festival		840.00	35,625.83
Check	11/06/2023	2287	Pollinate Minnesota	Invoice 1423 - Children's Water Festival		375.00	35,250.83
Check	11/06/2023	2288	Thomas Irvine Dodge Nature Center	Invoice 15892 - Children's Water Festival		425.00	34,825.83
Check	11/06/2023	2290	Columbia Heights Public Schools	Bus - Children's Water Festival		854.00	33,971.83
Check	11/06/2023	EFT	Data Activation Purchase	Data Plan		182.28	33,789.55
Deposit	11/07/2023			Deposit	2,870.00		36,659.55
					232,636.50	237,243.34	36,659.55



MCD Managers Meeting

Meeting Date: Wednesday July 12, 2023

Meeting Time: 10:00 a.m. – 12:00 noon

Meeting Location: Remotely via Teams

Attendees: Chris Lord (Anoka), Mike Wanous (Carver), Craig Mell (Chisago), Brian Watson (Dakota), Karen Galles (Hennepin), Tiffany Determan (Isanti), Ann WhiteEagle (Ramsey), Troy Kuphal (Scott), Francine Larson (Sherburne), Jay Riggs (Washington), Luke Johnson (Wright), Steve Christopher (BWSR)

1. Agenda Review

There were no changes to the agenda.

2. Program Updates

- a. Engineering and Technical Assistance (ETA) Program, *Brian Watson – Dakota*
 - Quarter 2 reporting forms are out and are due to Pam by July 21st.
 - For FY21 ETA allocation Dakota, Sherburne, and Ramsey have funds remaining. Goal is to get that spent down during the Q3 reporting period at the latest. All three members are on track to accomplish that.
 - The legislature approved FY24 and FY25 funding at the same amounts as most recent years, so member allocations will remain steady. Based on current legislation, spending deadlines are somewhat different than they have been in past years. As currently written, FY25 grant would need to be spent by 12/31/25, but BWSR is hoping to get that corrected during the next legislative session.
 - FY24 workplan will go to August MCD board meeting for approval with a similar breakdown between grant administration, equipment, and member allocations as has been used with recent grants.
 - Equipment: One more piece in equipment plan identified by Scott SWCD – visual positioning rover in the capital equipment plan approved in 2021. Proposed: buy R12 for Isanti instead. Ramsey also expressed a need for an R12. That item, the visual positional rover, and any other identified equipment needs will be included in a new capital equipment plan that will be presented to the MCD board for approval in November.
- b. MAWQCP, *Troy Kuphal – Scott*
 - Joint powers agreement with the Minnesota Department of Agriculture expires at the end of this year, so expecting contact from them about renewing the agreement.
 - Most recent fund balance was around \$80,000 so there is sufficient funding for any short-term demand.
 - Some counties have experienced an uptick in demand for the program – notably Wright and Isanti. A field day event is being hosted in Dakota (led by

others) on August 11. MDA has been working with other partners to elevate and promote the program (e.g. Clean River Partners in Dakota County).

c. Metro Children’s Water Festival Program, *Ann WhiteEagle – Ramsey*

- State Fair Agreement was signed by Washington – that agreement will need ratification by the MCD Board in August.
- The event will be attended by 1,900 4th graders, which is a return to pre-pandemic levels
- Event is short a couple of presenters to meet the full needed complement of 46 presenters total
- Event will be held on September 27th
-

3. BWSR Updates, *Steve Christopher – BWSR*

General

- The August BWSR Board tour that will be in the metro (Vermillion River Watershed partners). Brian Watson (Dakota) has been a part of that planning effort.
- Clean Water Council tour will also be in the metro in September. Some SWCD managers may be contact by Paul Gardner about coordinating tour stops.
- We will be taking the next round of WBIF to the committee in July and August with tentative approval by board in August. We are not anticipating changes in allocation areas but are anticipating modest increase to metro area funding.
- Marcey Westrick wanted to reiterate that we are also always interested in any constructive feedback as part of continuous improvement on how we can best assist them in lieu of all the new programming, funding, etc. (if you are comfortable with that - no worries if not).
- The Cost Share team is working on a new policy that is intended to cover a wider range of grants and reduce limitations. The draft policy was approved by our management team with very few comments and will be forwarded to the board in the next few months

Competitive Grant RFP

- The RFP is currently for our competitive projects and practices grant and will run through August 24th with the Board awarding grants in December.
- The match requirement has been reduced to 10%, down from 25%.

Training Update

- Jason Weirnerman is working to schedule a Civic Engagement training for Districts and is planning to send an availability poll in the next week or so.

Staffing Updates

- Our new Outcomes Analyst will be starting next week to replace Matt Drewitz. Udai Singh who has been leading their water quality department at Mississippi WMO and previously worked at Minnehaha Creek WD. Udai is also an adjunct professor at the University of Minnesota.
- We are still in the process of backfilling our BC position that Darren Mayers vacated when he transferred to our Brainerd office.
- We will also be working to fill a new PRAP coordinator (formerly Jenny Mocol-Johnson) vacancy as well as a Clean Water Specialist in the South Region which only impacts a portion of Dakota County for the Cannon River

4. Member Updates

Budgets: All members are working on budgeting and in particular most members are working on county budget requests; most a requesting increased in line with guidance provided by the county board. Some are requesting additional staff (Anoka, Sherburne, Wright) or special projects as well.

Cooperative agreements: Several members – Scott, Chisago, and Dakota are working on new joint powers agreements with respective counties. New model in Dakota County will likely provide some level of base funding that will be guaranteed regardless of reaching that billing threshold.

Other

- Carver: working on getting the county attorney involved in a wetland violation
- Dakota:
 - Opening for the Vermillion River Watershed administrator (Mark Zabel's last day is 7/13).
 - County commission is exploring office space needs including a feasibility study for vacating the southern service center where Dakota SWCD offices; also dedicating some funding to remodeling some office spaces in other county building to cater toward hybrid workers.
 - Significant upcoming succession planning work underway
- Hennepin:
 - Reorganization of conservation services – bringing forestry team and sustainable landscape staff together with water and habitat staff, all reporting up to Karen; promoted three who will (over time) take over the bulk of the supervising workload – Kris Guentzel, Kristine Maurer, and Dustin Ellis.
 - Budget uncertainty for conservation and natural resources work related to public and legislative pressure to shut down Hennepin Energy Recover Center
- Isanti: Board supervisors are interested in additional investment options like CDs – some advice offered was to consider multiple banking institutions and shop around, consider CDs of multiple lengths to provide flexibility, other members specifically recommended US Bank and MCIT 4M fund.
- Ramsey:

- Celebrating 50 years of conservation with a party coming up toward the end of August
- Geologic survey ongoing to get good sub-surface information digitized
- Wright:
 - New Operations Specialist, Katie Frederick has joined the staff
 - Interested in others' current practices on Local Working Group meetings

5. Actions for next MCD JPB meeting

- FY24 grant workplan Engineering and Technical Assistance grants
- State Fair Agreement for Metro Childrens Water Festival

6. Upcoming meetings:

- a. Metro Managers Meeting – Wednesday, 8/9/22 at 10:00 a.m. hosted by Ramsey
- b. MCD JPB – Wednesday, 8/30/22 at 4:00 p.m. Ramsey County Public Works Facility
- c. MCD JPB – November



DRAFT

MCD Managers Meeting

Meeting Date: Wednesday August 9, 2023

Meeting Time: 10:00 a.m. – 12:00 noon

Meeting Location: Remotely via Teams

Attendees: Chris Lord (Anoka), Craig Mell (Chisago), Brian Watson (Dakota), Tiffany Determan (Isanti), Ann White Eagle (Ramsey), Francine Larson (Sherburne), Jay Riggs (Washington), Steve Christopher (BWSR)

1. Agenda Review

There were no changes to the agenda.

2. Program Updates

- Engineering and Technical Assistance (ETA) Program, *Brian Watson – Dakota*
 - Quarter 2 reporting forms have been routed for payment
 - FY21 ETA funds have been spent and the grant is closed. Ramsey returned approximately \$9K which was reallocated toward administration and equipment.
 - The legislature approved FY24 and FY25 funding but waiting for grants to appear in Elink, so that work plan can be completed. Clarification needed from BWSR regarding if each grant needs a separate work plan, but grants are at the same amounts as most recent years, so member allocations will remain steady.
 - As a reminder, FY25 grant would need to be spent by 12/31/25, but BWSR is hoping to get that corrected during the next legislative session.
 - **Board Action:** Tentatively, FY24/25 workplan(s) will go to August 30th MCD JPA board meeting for approval with a similar breakdown between grant administration, equipment, and member allocations as has been used with recent grants.
- MAWQCP, *No report*
- Metro Children’s Water Festival Program, *Ann White Eagle – Ramsey*
 - **Board Action:** State Fair Agreement was signed by Washington – that agreement will need ratification by the MCD Board at August 30 BM.
 - Event has found enough presenters, with 46 learning stations, 87 presenters from 33 different organizations
 - Security for the event is a new budget item.
 - Event will be held on September 27th

3. Paid Family and Medical Leave Law/MCD Training/personnel handbooks, *Craig Mell – Chisago*
- Recently Craig sent the group an email with information regarding two new State mandated programs from the last legislative session. The new Minnesota Earned Sick and Safe Time (<https://www.dli.mn.gov/sick-leave>) and Paid Family and Medical Leave and Medical Leave Law (<https://mn.gov/deed/programs-services/paid-family/>) will roll out required benefits beginning January, 2024 and additional implementation in 2026.
 - Craig also shared a presentation from a webinar held by the League of Minnesota Cities with highlights of the programs.
 - A discussion on the impacts to SWCDs was held, along with consensus on the need for training on the new requirements.
 - Craig will contact MASWCD to see if they were planning to work with others, like the MN Department of Labor and Industry to provide information and training to SWCDs or if this is something the MCD should coordinate for its members.

4. WBIF/IWIP Feedback

General WBIF feedback is that the last implementation round was inconsistent in execution. Some groups saw collaboration with convening process, but multiple groups had projects selected by the organizer of the convene meetings. Limited funding allocated to some watershed allocation areas was given as a reason for the lack of collaboration.

5. **Member Updates**

- Isanti: Busy time with current focus on soil health
- Sherburne: Completed budget meeting with county with 2.5% COLA and discussions on county funded part-time administration position
- Chisago: Selected their first new Supervisor in 36 years; new Rollie Cleveland Cost Share Program rolling out; Lower St. Croix IWIP is seeing 57% pollutant reductions in the first two years of the ten-year plan
- Dakota: Completed 5th five-year budget agreement with county
- Washington: WCD assisting with facilitation for Washington County Groundwater Plan update, along with WBIF reallocation for non-structural groundwater protection project
- Anoka: Requesting county assistance for funding groundwater specialist and future delegation agreement for groundwater plan
- Ramsey: County Commissioner MaryJo McGuire is currently Association of Minnesota Counties President, as well as National Association of Counties President

6. **BWSR Updates, Steve Christopher – BWSR**

- The August BWSR Board tour that will be in the metro (Vermillion River Watershed partners). Brian Watson (Dakota) has been a part of that planning effort.
- The RFP is currently for competitive projects and practices grant and will run through August 24th with the Board awarding grants in December. The match requirement has been reduced to 10%.
- Steve will send the group the draft WBIF Board request with FY24-2025 funding, though allocation areas are expected to remain the same as last round.

- Revised policy for Cost Share Grant is being worked on that is intended to cover a wider range of grants and reduce limitations.
- Steve will get back to the group on expected date for ETA grants to post to ELink and if a work plan will be required for both FY24 and 25

7. Actions for next MCD JPB meeting

- Tentative: FY24/25 grant workplan(s) Engineering and Technical Assistance grants
- State Fair Agreement for Metro Children's Water Festival

8. Upcoming meetings:

- MCD JPB – Wednesday, 8/30/23 at 4:00 p.m. Ramsey County Public Works Facility
- Metro Managers Meeting – Wednesday, 9/13/23 at 10:00 a.m. hosted by Scott
- Area IV Meeting – Thursday, 10/26/2023



DRAFT

MCD Managers Meeting Notes

Meeting Date: Wednesday Sep 13, 2023

Meeting Time: 10:00 a.m. – 11:20 noon

Meeting Location: Remotely via Teams

Attendees: Craig Mell (Chisago), Ann White Eagle (Ramsey), Francine Larson (Sherburne), Jay Riggs (Washington), Karen Galles (Hennepin), Mike Wanous (Carver), Steve Christopher (BWSR)

1. Agenda Review

There were no changes to the agenda.

2. Program Updates

- Engineering and Technical Assistance (ETA) Program, *Brian Watson – Dakota*
 - NO report
- MAWQCP, *Troy Kuphal - Scott*
 - Troy reported he'll be working with Bill F on an amendment to continue program funding in to 2024 and beyond.
 - Craig recommended reaching out to Brad regarding Area 3 engineering tech position funded through MAWQCP. IS an employee of Carlton SWCD and works mainly on "light" engineering projects; not necessarily limited to just AWQ projects
- Metro Children's Water Festival Program, *Ann White Eagle – Ramsey*
 - Event 2 weeks out (Sep 27); are staffed up and ready to go
 - Discussed bussing issues. Karen will look into possibly providing help
 - Board Action (ratification) on State Fair Agreement still needed
 - Due to timing issue it was discussed possibly having Board take action in Feb to authorize the Chair to sign the agreement when it come out, subject to Manager review.
 - PCA agreement to project funding needs board signature

3. MCD Board Meetings - option for virtual vs in-person (*Craig M*)

- Issues of distance/travel time presumably contributes to low participation (and in the case of the Aug BM lack of quorum); includes manager participation
- Challenge is technology and voided benefits (real/preferential) that come from in-person attendance
- Agreed a hybrid option would encourage better attendance by both Board representative and staff and outweigh cons.
- Jay will discuss with Chair Rheinberger to get his opinion and direction; will report back to the group (re. virtual option as well as meeting time)
- Future location options: Ramsey Parks and Rec facility in Maplewood; Karen noted Hennepin may have several locations well suited to accommodate remote and hybrid

meetings (e.g. Medina, Ridgedale, and various libraries)

4. Member Updates

- Chisago: Craig shared they continue to work on budgets; staff are busy completing construction projects; staffing change - Jennifer Hahn took position with BWSR as fed cons program manager
- Ramsey: Anniversary party went well; staff also busy finishing up construction projects
- Carver: Mike shared they have a large CREP wetland project under construction, noting extreme dry soil conditions are proving to be an issue; have a number of other projects ready for construction after crops come off.
- Washington: Jay shared their office is getting lot of calls regarding low water (wetlands, ponds, etc.). Two staff celebrated 20 years of employment with the WCD. Working on budget. There is growing interest in DNR urban forestry grant. Jay inquired if others are experiencing more involvement by Corps (e.g. pushing PCA to issue 401 certification). Is in conversations with DNR regarding using their GP for natural shoreline projects and lumping projects together.
- Sherburne: Francine shared they are wrapping up large riverbank on Mississippi (CPL grant). Her District is losing a Supervisor.
- Scott: Troy shared progress on Master Agreement/JPA with county; like others field staff are bust in the field with fall construction projects. Are working on an MDA equipment grant application for new no-till drill. Lake outlet structure
- Hennepin: Karen shared they are also busy with construction projects including a 110-acre prairie pothole restoration project. Are applying for various DNR grants; offered to provide Jay info re. their forestry grant. Are working on a wetland bank project on county land. Are completing reorganization plan; Karen will have 3 direct reports but will continue to serve as Manager role.

5. BWSR Updates *Steve Christopher – BWSR*

- In process of hiring and shuffling some work areas.
- Central Region completed screening of competitive CWF grant.
- Mike W asked about status of proposed changes to cost share program. Steve responded it will fall under conservation contracts policy, and ideally separate CWF from non-CWF grants
- Karen asked about WBIF process. Steve responded they will be sending out an email with information re. the convene process and upcoming information meeting to occur in early-mid January. Steve indicated it will be similar to last round.
- Steve provided link to updates for sharing at Area meeting:
<https://bwsr.state.mn.us/sites/default/files/BWSR%20September%202023%20Update.pdf>

6. Actions for next MCD JPB meeting

- FY24/25 grant agreements and workplans for ETA program (carry-over from Aug 30)
- State Fair Agreement for Metro Children's Water Festival
 - Ratify 2023 agreement (carry-over from Aug 30)

- Discuss authorizing Chair to sign future agreements due to timing/meeting schedule conflicts
- MDA/MAWQCP JPA amendment 2024 - ??

7. Upcoming meetings:

- MCD JPB – Wednesday, 11/15/2023. Time and location TBD
- Metro Managers – Wednesday, 10/11 at 10:00 a.m. hosted by Sherburne!
- Area IV Meeting – Thursday, 10/26/2023



MCD Managers Meeting Notes

Meeting Date: Wednesday November 8, 2023

Meeting Time: 10:00 a.m. – noon

Meeting Location: Remotely via Teams

Attendees: Craig Mell (Chisago), Tiffany Determan (Isanti), Ann White Eagle (Ramsey), Brian Watson (Dakota), Luke Johnson (Wright), Francine Larson (Sherburne), Mike Wanous (Carver), Jay Riggs (Washington) Tom Gile, Anne Sawyer (BWSR)

1. Agenda Review

There were no changes to the agenda.

2. Program Updates

- a. Engineering and Technical Assistance (ETA) Program, *Brian Watson -Dakota*
 - Q3 reports have been completed and forwarded to Scott for payment. Please stay within the deadline to keep the process moving along. If a District is not submitting a quarterly report for reimbursement, please still sign and return the report.
 - The Capital Equipment Plan has been submitted for the Board packet for CY24-25. BWSR requested a document to show the need. Ramsey to purchase R-12 (or equivalent) and up to 3 new controllers to keep technology up to date, as well as a general line item for cell services and repairs. There is \$91,000 budgeted over 2 years, this will result in an increase in technical assistance funds for each member, with a December 31, 2025 expenditure deadline. Seeking board approval for FY24 and FY25 to meet BWSR deadline.
 - Thank you to Brian and Dakota staff for continued work with this program!
- b. MAWQCP, *Troy Kuphal – Scott*
 - No report given – absent.
- c. Metro Children’s Water Festival Program, *Ann White Eagle – Ramsey*
 - Thank you to Shelly at Scott SWCD for her assistance.
 - 2023 State Fair grounds agreement ratification anticipated in February.

3. BWSR Updates Tom Gile – BWSR

- Tom provided an update on soil health funds that will be available through state and federal funding sources.
- A \$25M AFA RCPP (federal funds) proposal was recently awarded for counties with greater than 30% ag (Anoka, Ramsey, Hennepin no included).
 - Reporting will be through eLINK, BWSR will generate reduction estimates for statewide consistency in federal grant reporting.
 - The same list of practices previously used for soil health will be utilized.

- Batching periods and local ranking to be established by the local boards.
- Implementation will need to be completed prior to NRCS grant year end.
- BWSR is still working on distribution formula for RCPP funds
- It is anticipating that BWSR will follow NRCS payment rates, but there may be modifications for some practices.
- Anticipated grant agreement execution by May 2024.
- RCPP funding is for practices only, state dollars available for Technical Assistance
- Delivered separately from state dollars in phases 1 and 2.
- Phase 1 soil health grant RFP to be released shortly for adding capacity dedicated to soil health expertise – creating additionality in the office. Up to \$20M available, any remaining funds rolled into phase 2.
 - Anticipated funding through 2027
 - Additionality intended to provide more staff hours dedicated to soil health.
 - Information in October BWSR Board packet.
- Phase 2 non-competitive soil health delivery grant that is state-wide.
 - Eligible for incentive payments/cost share/outreach/education/training/existing staff
 - There will be FY24 and FY25 allocations.
 - Minimum of \$4M anticipated currently.
 - Soil health activities in forested area may be eligible.
 - Purchase of field equipment is not eligible.
 - Funding is anticipated to be available in early 2024.

4. MCD Board Meeting Venue

- Brian felt that meeting location should be decided at an in-person meeting at the determined location.
- Craig inquired about the option to attend remotely (up to 3 meetings per year).
- Discussion held on quorum issues.
- Input from multiple members that the option for virtual is important, however in person meetings lead to stronger discussion.

5. Enhanced Sick and Safety Leave Discussion

- Craig will send policy information once it's received.
- Elected officials are exempt.
- PTO can cover requirements; however updated definitions may be needed.

6. Social Media Archiving and Website ADA Compliance

- Records retention for social media discussed.
- Brian summarized their ADA compliance.

7. Member Updates

- Carver: Mike stated they are busy with projects; some have been being delayed due to weather. They are working on some grant extensions and year end planning.
- Chisago: Craig reported that they are waiting on crops to come off for practice implementation, urban projects have been completed.
- Dakota: Brian shared they have had problems implementing cover crops due to weather and deadlines. Looking to add an FTE in 2024.

- Isanti: Tiffany reported that they have wetland projects that are waiting to be completed. She mentioned the Sand Creek employee assistance option through MCIT.
- Ramsey: Ann reported that they are closing out projects. The state climatologist is coming for their conservation forum meeting.
- Sherburne: Francine shared follow-up on the Envirothon and assistance needed. At the area meeting it was encouraged that Districts seek sponsorships for the Envirothon.
- Washington: Jay inquired about holding agricultural land easements, none are currently. Planning to hire multiple staff in 2024.
- Wright: Luke conveyed that projects are moving along but delayed by weather.

8. Other

- Discussion on potential partnership for Phase 1 Soil Health funds within MCD members.
- Discussion on requirements for posting additional meeting locations under open meeting law and where those locations would be posted.
- Discussion on future staffing and potential to attend career fairs.

9. Next Meeting

- Wednesday, December 20th at 10 a.m. – Washington Hosting

10. Actions for next MCD JPB meeting

- Discussion on Partnership for Soil Health Phase 1 RFP
- Future meeting method – In person, hybrid or virtual
- Legal representation option

11. Upcoming meetings:

- MCD JPB – Wednesday, 11/15/2023. Time and location TBD

11/06/2023

FY22 Engineering and Technical Assistance Grants - Expenditures Report

Grant Executed on 10/05/2021. Grant Expires on 12/31/2024. Member Spending Target 12/31/2023.

Member	Application Engineering & TA	2022 Expenditures	Q1 2023 Expenditures	Q2 2023 Expenditures	Q3 2023 Expenditures	Q4 2023 Expenditures	Total Expenditures	Balance
Anoka	\$ 27,000.00	\$ 27,000.00					\$ 27,000.00	\$ -
Carver	\$ 27,000.00	\$ 6,386.64	\$ 5,150.00	\$ 940.50	\$ 3,366.00		\$ 15,843.14	\$ 11,156.86
Chisago	\$ 27,000.00	\$ 17,799.98	\$ 9,200.02				\$ 27,000.00	\$ -
Dakota	\$ 27,000.00	\$ -	\$ 13,785.00	\$ 13,215.00			\$ 27,000.00	\$ -
Hennepin	\$ 27,000.00	\$ 27,000.00					\$ 27,000.00	\$ -
Isanti	\$ 27,000.00	\$ 16,410.28	\$ 1,808.40	\$ 6,440.50	\$ 2,340.82		\$ 27,000.00	\$ -
Ramsey	\$ 27,000.00	\$ -	\$ -		\$ 6,309.56		\$ 6,309.56	\$ 20,690.44
Scott	\$ 27,000.00	\$ 20,727.50	\$ 5,521.00		\$ 751.50		\$ 27,000.00	\$ -
Sherburne	\$ 27,000.00	\$ 168.00	\$ -	\$ 3,082.08	\$ 15,158.87		\$ 18,408.95	\$ 8,591.05
Washington	\$ 27,000.00	\$ 6,447.47	\$ 11,454.32	\$ 9,098.21			\$ 27,000.00	\$ -
Wright	\$ 27,000.00	\$ 16,930.50	\$ 6,654.00	\$ 3,415.50			\$ 27,000.00	\$ -
Total:	\$ 297,000.00	\$ 138,870.37	\$ 53,572.74	\$ 36,191.79	\$ 27,926.75	\$ -	\$ 256,561.65	\$ 40,438.35

Member	Match Engineering & TA	2022 Expenditures	Q1 2023 Expenditures	Q2 2023 Expenditures	Q3 2023 Expenditures	Q4 2023 Expenditures	Total Expenditures	Balance
Anoka	\$ 3,400.00	\$ -					\$ -	\$ 3,400.00
Carver	\$ 3,400.00	\$ -					\$ -	\$ 3,400.00
Chisago	\$ 3,400.00	\$ 6,000.00					\$ 6,000.00	\$ (2,600.00)
Dakota	\$ 3,400.00	\$ -					\$ -	\$ 3,400.00
Hennepin	\$ 3,400.00	\$ 11,745.89					\$ 11,745.89	\$ (8,345.89)
Isanti	\$ 3,400.00	\$ 2,185.18					\$ 2,185.18	\$ 1,214.82
Ramsey	\$ 3,400.00	\$ -					\$ -	\$ 3,400.00
Scott	\$ 3,400.00	\$ 3,516.00					\$ 3,516.00	\$ (116.00)
Sherburne	\$ 3,400.00	\$ 35,792.03					\$ 35,792.03	\$ (32,392.03)
Washington	\$ 3,400.00	\$ -					\$ -	\$ 3,400.00
Wright	\$ 3,400.00	\$ 6,017.43					\$ 6,017.43	\$ (2,617.43)
Total:	\$ 37,400.00	\$ 65,256.53	\$ -	\$ -	\$ -	\$ -	\$ 65,256.53	\$ (27,856.53)

2022 Member Allocation is \$27,000. \$3,400 Match Per Member.

FY23 Engineering and Technical Assistance Grants - Expenditures Report

Grant Executed on 01/17/2023. Grant Expires on 12/31/2025. Member Spending Target 12/31/2024.

Member	Application Engineering & TA	Q1 2023 Expenditures	Q2 2023 Expenditures	Q3 2023 Expenditures	Q4 2023 Expenditures	Q1 2024 Expenditures	Total Expenditures	Balance
Anoka	\$ 27,000.00						\$ -	\$ 27,000.00
Carver	\$ 27,000.00						\$ -	\$ 27,000.00
Chisago	\$ 27,000.00		\$ 2,896.62	\$ 2,201.62			\$ 5,098.24	\$ 21,901.76
Dakota	\$ 27,000.00		\$ 3,116.50	\$ 2,820.50			\$ 5,937.00	\$ 21,063.00
Hennepin	\$ 27,000.00						\$ -	\$ 27,000.00
Isanti	\$ 27,000.00		\$ -				\$ -	\$ 27,000.00
Ramsey	\$ 27,000.00						\$ -	\$ 27,000.00
Scott	\$ 27,000.00			\$ 13,494.00			\$ 13,494.00	\$ 13,506.00
Sherburne	\$ 27,000.00		\$ -				\$ -	\$ 27,000.00
Washington	\$ 27,000.00		\$ 7,864.16	\$ 8,473.78			\$ 16,337.94	\$ 10,662.06
Wright	\$ 27,000.00	\$ -	\$ -	\$ 4,356.00			\$ 4,356.00	\$ 22,644.00
Total:	\$ 297,000.00	\$ -	\$ 13,877.28	\$ 31,345.90	\$ -	\$ -	\$ 45,223.18	\$ 251,776.82

Member	Match Engineering & TA	Q1 2023 Expenditures	Q2 2023 Expenditures	Q3 2023 Expenditures	Q4 2023 Expenditures	Q1 2024 Expenditures	Total Expenditures	Balance
Anoka	\$ 3,400.00						\$ -	\$ 3,400.00
Carver	\$ 3,400.00						\$ -	\$ 3,400.00
Chisago	\$ 3,400.00						\$ -	\$ 3,400.00
Dakota	\$ 3,400.00						\$ -	\$ 3,400.00
Hennepin	\$ 3,400.00						\$ -	\$ 3,400.00
Isanti	\$ 3,400.00			\$ 1,709.76			\$ 1,709.76	\$ 1,690.24
Ramsey	\$ 3,400.00						\$ -	\$ 3,400.00
Scott	\$ 3,400.00			\$ 3,400.00			\$ 3,400.00	\$ -
Sherburne	\$ 3,400.00						\$ -	\$ 3,400.00
Washington	\$ 3,400.00						\$ -	\$ 3,400.00
Wright	\$ 3,400.00						\$ -	\$ 3,400.00
Subtotal:	\$ 37,400.00	\$ -	\$ -	\$ 5,109.76	\$ -	\$ -	\$ 5,109.76	\$ 32,290.24

2023 Member Allocation is \$27,000. \$3,400 Match Per Member.

Metro Conservation Districts Technical Service Area Grants Status

	FY 2022 NPEAP \$147,500 (P22-5163)					2022 ESTS \$242,500 (P22-5171)				
	10/05/2021 to 12/31/2024					10/05/2021 to 12/31/2024				
	Admin.	T/E Assistance	Supplies & Equipment	Grant Total	T/E Assistance Match	Admin.	T/E Assistance	Equipment	Grant Total	T/E Assistance Match
Workplan:	\$ 7,000.00	\$ 102,000.00	\$ 38,500.00	\$ 147,500.00	\$ 14,750.00	\$ 7,500.00	\$ 195,000.00	\$ 40,000.00	\$ 242,500.00	\$ 24,250.00
CY 2022 Expenses:	\$ 2,240.00	\$ 38,396.81	\$ -	\$ 40,636.81	\$ 41,792.03	\$ 3,140.94	\$ 100,473.56	\$ 2,538.48	\$ 106,152.98	\$ 23,464.50
CY 2023 Expenses:	\$ 4,762.00	\$ 65,734.14	\$ 36,367.05	\$ 106,863.19	\$ -	\$ 4,382.04	\$ 51,957.14	\$ 5,593.52	\$ 61,932.70	\$ -
CY 2024 Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures:	\$ 7,002.00	\$ 104,130.95	\$ 36,367.05	\$ 147,500.00	\$ 41,792.03	\$ 7,522.98	\$ 152,430.70	\$ 8,132.00	\$ 168,085.68	\$ 23,464.50
Balance:	\$ (2.00)	\$ (2,130.95)	\$ 2,132.95	\$ -	\$ (27,042.03)	\$ (22.98)	\$ 42,569.30	\$ 31,868.00	\$ 74,414.32	\$ 785.50

	FY 2023 NPEAP \$127,500 (P23-1184)					2023 ESTS \$242,500 (P23-1192)				
	1/17/2023 to 12/31/2025					1/17/2023 to 12/31/2025				
	Admin.	T/E Assistance	Supplies & Equipment	Grant Total	T/E Assistance Match	Admin.	T/E Assistance	Equipment	Grant Total	T/E Assistance Match
Workplan:	\$ 7,000.00	\$ 102,000.00	\$ 18,500.00	\$ 127,500.00	\$ 12,750.00	\$ 7,500.00	\$ 195,000.00	\$ 40,000.00	\$ 242,500.00	\$ 24,500.00
CY 2023 Expenses:	\$ -	\$ 45,223.18	\$ -	\$ 45,223.18	\$ 5,109.76	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00	\$ -
CY 2024 Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CY 2025 Expenses:				\$ -						
Total Expenditures:	\$ -	\$ 45,223.18	\$ -	\$ 45,223.18	\$ 5,109.76	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00	\$ -
Balance:	\$ 7,000.00	\$ 56,776.82	\$ 18,500.00	\$ 82,276.82	\$ 7,640.24	\$ 5,300.00	\$ 195,000.00	\$ 40,000.00	\$ 240,300.00	\$ 24,500.00

To: Metro Conservation Districts Joint Powers Board
From: Brian Watson, Dakota SWCD
Date: November 7, 2023
Subject: **Authorization to Submit Work Plans and Execute BWSR Grant Agreements for FY24 and FY25 Non-Point Engineering Assistance and Enhanced Shared Technical Service Grants**

The Minnesota Board of Water and Soil Resources has released the FY24 work plan template within eLink for the two above referenced grants. The FY25 work plan template and funds will not be available until after July 1, 2024. Collectively these two grants are used to implement the Engineering and Technical Assistance (ETA) program for the Metropolitan Conservation District Joint Powers Organization (MCD).

Due to language passed this past legislative session, both the FY24 and FY25 Non-Point Engineering Assistance (NPEA) grants will expire on December 31, 2025 (See BWSR Memo Attached). The Enhanced Shared Technical Service (ESTS) grants will expire on their normal schedule which will be December 31, 2026 (FY24 grant) and December 31, 2027 (FY25 grant). Due to the current legislative language that requires us to spend FY25 NPEA funds at a more rapid pace, staff is requesting MCD Board action to approve both FY24 and FY25 work plans and authorization to execute the grant agreements.

Total funds available each fiscal year under the two ETA grants is \$370,000. The NPEA grant provides \$127,500 and the ESTS grant \$242,500 each fiscal year. Both grants require a local 10% match which will be provided by Member Districts under the technical/engineering assistance activity. Since this request combines FY24 and FY25 BWSR grant funds, a total of \$740,000 would be approved under this MCD Board action.

Staff would retain the ability to shift up to 10% of total grant amounts between work plan activities. Changes that may be needed above that threshold would require MCD Board and BWSR approval. The proposed work plans include:

NPEA Grant	FY2024	FY2025
Work Plan Activity	Grant Amount	Grant Amount
Administration	\$7,000	\$7,000
Equipment/Supplies	\$18,500	\$18,500
Technical/Engineering Assistance	\$102,000	\$102,000
Subtotal	\$127,500	\$127,500

ESTS Grant	FY2024	FY2025
Work Plan Activity	Grant Amount	Grant Amount
Administration	\$11,000	\$11,000
Equipment/Supplies	\$0	\$0
Technical/Engineering Assistance	\$231,500	\$231,500
Subtotal	\$242,500	\$242,500



Date: 6/30/23

To: SWCD District Managers and County Local Water Planners

From: Marcey Westrick, Central Region and Grants Manager

RE: Fiscal Year 2024 and 2025 Grant Expirations: NRGB, State Cost-Share/Program & Ops, and TSA/NPEA

Due to the language passed in [Laws of Minnesota 2023, Regular Session, Chapter 60 \(General Fund\) Article 1, Section 4](#), Fiscal years 2024 and 2025, Programs and Ops (P&O/State Cost-Share), Natural Resources Block Grant (NRGB), Technical Service Area/Nonpoint Engineering Assistance (TSA/NPEA) grants will be set to end on December 31, 2025. The passed language is missing unique appropriation expirations for these grants so the default appropriation expiration is June 30, 2025. We are able to align the grant expiration date to the usual end of calendar year meaning grants will expire December 31, 2025. Additional extension amendments may be available on a case-by-case basis but please note that there is limited ability to extend these grants past May 1, 2026.

We understand this is a shorter timeframe than in previous years and may present challenges to accomplishing your project goals. In an attempt to better accommodate this shortened timeline, both fiscal years of P&O/Cost-share and NRGB grants will be paid out at the time of grant execution. On June 28, 2023, the Board approved the amounts for the NRGB and TSA/NPEA grants ([https://bwsr.state.mn.us/sites/default/files/2023-06/BWSR Board Orders Resolutions June 28 2023.pdf](https://bwsr.state.mn.us/sites/default/files/2023-06/BWSR_Board_Orders_Resolutions_June_28_2023.pdf)).

We hope to have language amended in the next session to allow longer extensions, but at this time it is necessary that we proceed with the December 31, 2025 grant expiration date. If you have any questions, please feel to contact your board conservationist or me directly at marcey.westrick@state.mn.us.

Sincerely,

Marcey Westrick

C:

LeAnn Buck, MASWCD

Brian Martinson, AMC

John Jaschke, Executive Director, BWSR

Justin Hanson, Assistant Director of Regional Operations

MCD Capital Equipment Plan 2024-2025

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:

The MCD has the following inventory of survey equipment:

Type of Equipment	Primary Location	Serial Number	Purchase Date	Purchase Cost
Trimble 5605 Total Station Survey Gear	Washington	63522053	Unknown	\$35,792
Trimble 5605 Total Station Survey Gear	Scott	63530467	Sep 2009	\$19,939
Trimble R-8 GNSS Survey Gear	Washington	4906165795	Apr 2014	\$19,056
Trimble R10 GNSS Survey Gear	Dakota	5551450166	Mar 2016	\$33,486
Trimble S7 Total Station Survey Gear	Anoka	37410785	Mar 2016	\$39,792
Trimble S7 Total Station Survey Gear	Washington	37410774	Mar 2016	\$39,792
Trimble R-10 410-470 Survey Gear	Carver	5639470258	Nov 2016	\$30,993
Trimble Geo 7x GPS Unit	Ramsey	5613468682	Jan 2017	\$8,632
Trimble SX10 Total Station w/TSC7 Controller	Scott	30412343 DAD182500045	Mar 2019	\$57,662
Trimble R-10 Model 60 w/TSC7 Controller	Washington	5841F00226 DAD182700495	Mar 2019	\$30,348
Trimble R-10 Model 60w/TSC7 Controller	Wright	5851F00330 DAD184500106	Aug 2019	\$32,917
Trimble R-12 Model 60 w/TSC7 Controller	Anoka	6035F00237 DAD203000204	Oct 2020	\$35,617
Trimble TSC7 Controller EM120	Dakota	BAC210100008 DAD2101100087	Mar 2021	\$7,777
Trimble R12i Model 60 w/TSC7 Controller	Hennepin	6135F00484 DAD213600042	Oct 2021	\$37,562
Trimble R12i Model 60 w/TSC7 Controller	Sherburne	35344908995589 DAD220100156	Aug 2022	\$37,820
Trimble TSC7 Controller EM 120	Scott	BAC230700110 DAD223200070	Apr 2023	\$8,347
Trimble TSC7 Controller EM120	Carver	BAC230600512 DAD223800212	Apr 2023	\$8,347
Trimble R12i Model 60 w/TSC7 Controller	Isanti	6331F01142 DAD23290009	Oct 2023	\$35,056

1 – All MCD equipment is available for Member use.

Budget Status of Approved ETA Grants and Future Funding

Below is the estimated balance of approved ETA Grant workplans for FY22 and FY23 as it relates to the supplies and equipment activity. FY24 and FY25 ETA grant allocations will be available approximately January 1, 2024 and are based on proposed work plans to be adopted by the MCD Board.

BWSR Grant	Grant Work Plan Category	Grant Work Plan Amount	Balance as of 11/7/2023¹	Comments
FY22 NPEAP	Supplies/Equipment	\$38,500 ²	\$2,000	Grant expires 12/31/24
FY22 ESTS	Equipment	\$40,000	\$32,000	Grant expires 12/31/24
FY23 NPEAP	Supplies/Equipment ¹	\$18,500	\$18,500	Grant expires 12/31/25
FY23 ESTS	Equipment	\$40,000	\$40,000	Grant expires 12/31/25
FY24 NPEAP	Supplies/Equipment	\$18,500 ³	N/A	Grant expires 12/31/25 ⁴
FY24 ESTS	Equipment	\$0 ³	N/A	Grant expires 12/31/26
FY25 NPEAP	Supplies/Equipment	\$18,500 ³	N/A	Grant expires 12/31/25 ⁴
FY25 ESTS	Equipment	\$0 ³	N/A	Grant expires 12/31/27
Total		\$174,000	\$92,500	

1 – Balances are approximate

2 – Includes an additional \$20,000 each TSA receives every fourth year

3 – Proposed work plan amounts; actual pending MCD Board approval

4 – Subject to change – see BWSR Memo dated 6/30/2023

Field Survey Equipment Needs for CY2024-2025

One new Trimble unit is proposed for purchase in calendar year 2024 and up to 3 new controllers. Additional expenses associated with recurring charges, maintaining equipment, or repairs is also estimated.

Expense	Primary Location¹	Anticipated Purchase Date	Cost Estimate	Comments
Trimble R-12i Model 60 w/TSC7 Controller	Ramsey	By Dec. 31, 2024	\$40,000	An addition to existing equipment inventory
Replacement Controllers Trimble TSC7 (3)	TBD	By Dec 31, 2025	\$25,000	Replaces and updates existing equipment inventory
Supplies, Maintenance and Repairs	TBD	Ongoing By Dec. 31,2025	\$25,000	Includes monthly wireless expenses, repairs, and replacement parts
Total			\$90,000	

1 – All MCD equipment is available for Member use.



State of Minnesota Joint Powers Agreement

SWIFT Contract Number: _____

PO Number: _____

This Agreement is between the **State of Minnesota, acting through its Commissioner of Agriculture (“State”)** and **Metro Conservation Districts (“Governmental Unit”)**.

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.

The Minnesota Agricultural Water Quality Certification Program (MAWQCP) is offered statewide and the State is in need of a Regional Partner to accomplish this mission. The Metro Conservation Districts have demonstrated its capacity and capabilities to host and manage the MAWQCP for local delivery through partnering with Soil and Water Conservation Districts (SWCD) in the designated geographic region, to gain certification under the MAWQCP.

The Governmental Unit represents that it is duly qualified and is willing to administrate and cooperate in the performance of these services.

Agreement

1. Term of Agreement

1.1 Effective Date: **January 1, 2024**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date: **December 31, 2025** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Governmental Unit will administer the MAWQCP project in accordance with the duties described and specified in **Exhibit A Plan of Work** and scheduled and delivered as specified in **Exhibit B Budget**, which are attached and incorporated into this agreement.

3. Payment

Governmental Unit will be paid by the State after the Governmental Unit's presentation of itemize invoices for services performed and the supporting documentation for the invoices and written acceptance of such services by the State's Authorized Representative or the State's Authorized Project Manager pursuant to paragraph 4. Invoices shall be submitted timely and in accordance with **Exhibit B Budget** which is attached and incorporated into this agreement.

Invoices for payment will be sent by the due dates listed in Exhibit B.

Electronic format to: MDA.Accounts-Payable@state.mn.us

OR

Hardcopy to: Minnesota Department of Agriculture
Finance and Budget Division, Accounts Payable
625 Robert St N
Saint Paul, MN 55155

Reports should be submitted by the due dates listed in Exhibit B.

Electronic format to: MDA.PFMD.Contracts@state.mn.us

OR

Hardcopy to: Minnesota Department of Agriculture
PFMD, Contracts Coordinator
625 Robert St N
Saint Paul, MN 55155

The total obligation of the State under this agreement will not exceed **Fifty-four Thousand Dollars and 00/100 (\$54,000.00)**.

4. Authorized Representatives

The State's Authorized Representative responsible for administration and supervision of this agreement is **Brad Jordahl Redlin, MAWQCP Program Manager, Minnesota Department of Agriculture, Pesticide and Fertilizer Management Division, 625 N Robert Street, St. Paul, MN 55155; Phone: 651-201-6489**, or his/her successor, who is authorized to accept the services provided under this agreement.

The State's Authorized Project Manager responsible for communications and daily management is **William Fitzgerald, MAWQCP Field Operations Coordinator, Minnesota Department of Agriculture, Pesticide and Fertilizer Management Division, 625 N Robert Street, St. Paul, MN 55155; Phone: 651-201-6159**, or his/her successor, who is authorized to accept the services provided under this agreement.

The Governmental Unit's Authorized Representative is **Troy Kuphal, Host District Manager, Metro Conservation Districts, 7151 W 190th St, # 125, Jordan, MN 55352; Phone: 952-492-5411; Email: TKuphal@scottswcd.org**, or his/her successor. If the Authorized Representative changes at any time during this agreement, the Governmental Unit must immediately notify the State.

5. Assignment, Amendments, Waiver, and Agreement Complete.

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of agreement or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____

Date: _____

SWIFT Contract No. _____

PO. No. _____

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____

Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____

Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____

Date: _____

Admin ID: _____

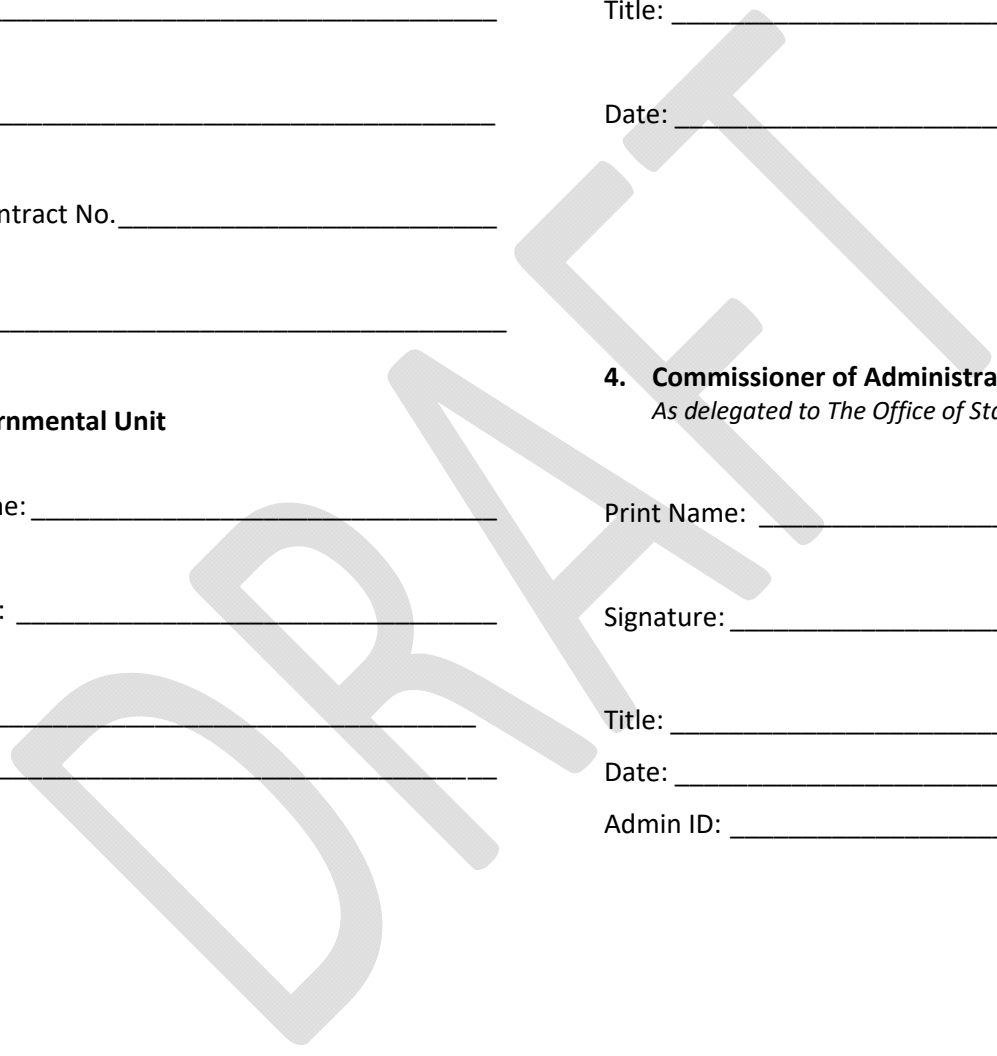


Exhibit A

Metro Conservation Districts Plan of work for the Minnesota Agricultural Water Quality Certification Program

The purpose of this agreement is for **Metro Conservation Districts** to host and manage the Minnesota Agricultural Water Certification Program (MAWQCP), expanding the current base of eligible producers, increasing the number of certified producers, assist program participants in implementing identified improvements and enabling statewide program operations.

Metro Conservation Districts will:

- Administer regional Minnesota Agricultural Water Quality Certification Program (MAWQCP)
- Manage documentation, reporting and payments to participating Soil and Water Conservation Districts

Regional MAWQCP activities are estimated to be:

- Coordinate with the Area Certification Specialist to report quarterly to the Minnesota Department of Agriculture (MDA) the activities of the Soil and Water conservation Districts (SWCDs) Partners
- Administer the payment to participating SWCDs and provide MDA quarterly with progress report on activities
- Advise MDA of suggested changes recommended to continually improve program delivery and outcomes

Costs are detailed in Exhibit B Budget

Metro Conservation Districts
Deliverable Schedule and Budget

Exhibit B

Administration and Delivery of the Minnesota Agricultural Water Quality Certification Program

Objectives - See Exhibit A

Please Note: The Governmental Unit has the discretion to transfer up to 10% of the funds between categories without approval the State's Authorized Representative or the State's Authorized Project Manager. However the Governmental Unit shall notify the State's Authorized Project Manager as soon as practicable of the transfer. The State's Authorized Representative or the State's Authorized Project Manager must approve transfers greater than 10%.

Billing Cycle State Fiscal Year	Calendar Year Quarter	Description of Deliverables	Total	Administration	SWCD Staff Support	Promotion & Incentives	Engineering & Practice Implementation
		Projected Project Start Date is January 01, 2024					
Quarter 3, 2024	Jan-Mar 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due April 30, 2024	6,750	200	5,000	350	1,200
Quarter 4, 2024	Apr-Jun 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due July 30, 2024	6,750	200	5,000	350	1,200
FY24 Total			13,500	400	10,000	700	2,400
Quarter 1, 2025	Jul-Sep 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Oct 30, 2024	6,750	200	5,000	350	1,200
Quarter 2, 2025	Oct-Dec 2024	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jan 30, 2025	6,750	200	5,000	350	1,200
Quarter 3, 2025	Jan-Mar 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due April 30, 2025	6,750	200	5,000	350	1,200
Quarter 4, 2025	Apr-Jun 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due July 30, 2025	6,750	200	5,000	350	1,200
FY25 Total			27,000	800	20,000	1,400	4,800
Quarter 1, 2026	Jul-Sep 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Oct 30, 2025	6,750	200	5,000	350	1,200
Quarter 2, 2026	Oct-Dec 2025	Conduct outreach efforts to the regions. Assess individual producers. Advise MDA of progress and submit invoice Quarterly Invoice and Progress Report due Jan 30, 2026	6,750	200	5,000	350	1,200
FY26 Total			13,500	400	10,000	700	2,400
All Years			54,000	1,600	40,000	2,800	9,600



**LICENSE FOR USE
OF MINNESOTA STATE FAIRGROUNDS FACILITIES**
License Agreement Number: 2023-0008

May 1, 2023

Licensed To:
Metropolitan Conservation Districts
Madeline Seveland
Carver County Government Center
Chaska, Minnesota 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: **4-H Building - 1st Floor, 4-H Building - 2nd Floor, 4-H Building Bays, Baldwin Park, Baldwin Park Bandshell, Block 20, Block 24, Block 24 Restroom, Block 30, Block 30 Restroom, Block 31, Home Improvement, Progress Center** for the limited purpose of conducting a **Metro Children's Water Festival** only during the following time period:

Setup date(s): **09/26/23 - 09/26/23**
Event date(s): **09/27/23 - 09/27/23**
Removal date(s): **09/27/23 - 09/27/23**

Standard daily hours for event conduct, setup, teardown and removal are a 15-hour period from 8:00 a.m. until 11:00 p.m. For equine/livestock event's standard daily hours are from 6:00 a.m. until 12:00 a.m., an 18-hour period.

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.

License Fees:

The license fee for this usage will be:

Description	Start-End	Duration		Item Price	U/M	Subtotal
Progress Center	09/27/2023 09/27/2023	1.00	DAY	1,260.00	DAY	1,260.00
Block 20	09/27/2023 09/27/2023	1.00	DAY	210.00	DAY	210.00

Block 24	09/27/2023 09/27/2023	1.00	DAY	245.00	DAY	245.00
Block 24 Restroom	09/27/2023 09/27/2023	1.00	DAY	140.00	DAY	140.00
Baldwin Park	09/27/2023 09/27/2023	1.00	DAY	700.00	DAY	700.00
4-H Building - 1st Floor	09/27/2023 09/27/2023	1.00	DAY	1,120.00	DAY	1,120.00
4-H Building - 2nd Floor	09/27/2023 09/27/2023	1.00	DAY	472.50	DAY	472.50
Block 30	09/27/2023 09/27/2023	1.00	DAY	490.00	DAY	490.00
Restroom- Block 30	09/27/2023 09/27/2023	1.00	DAY	140.00	DAY	140.00
Block 31	09/27/2023 09/27/2023	1.00	DAY	0.00	DAY	0.00
Home Improvement	09/27/2023 09/27/2023	1.00	DAY	490.00	DAY	490.00
TOTAL:						\$ 5,267.50

Licensee understands that this fee is "basic" and does not include costs to be incurred by Society for labor, electrical service or current, heat, air conditioning, 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 **06/01/23**. 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 **\$5,267.50** must be deposited with the Society on or before **08/25/23**. 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. Notice of cancellation must be received in writing.

Licensee agrees to make full payment of any outstanding balance due to Society within thirty (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 **09/26/23 - 09/27/23** 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 one million dollars (\$1,000,000) 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. 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, or at fairgrounds gates of entry. 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 **06/15/23**. Failure to execute both copies and return the original to the undersigned by **06/15/23** shall result in cancellation of this license offer.

MINNESOTA STATE
AGRICULTURAL SOCIETY

"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: _____

By: _____

Emily Quam
Events Supervisor

Metropolitan Conservation Districts
John Rheinberger, Chair

Date: _____

Date: _____