MINUTES FROM THE OCTOBER 31, 2023 REGULAR BOARD MEETING

Minutes of the Marshall County Soil and Water Conservation District, P.O. Box 74, Warren, Minnesota, October 31, 2023.

Miller called the meeting to order at 3:40 p.m.

Members Present: Chairman, Brent Miller

Vice-Chairman, Joey Peterson Secretary, Randy Larson

Members Absent: Treasurer, Barry Walton

Public Relations, Carl Green

Others Present: District Manager, Darren Carlson

Administrative Assistant, Janelle Kollin District Conservationist, Matt Waterworth

Minutes – Motion by Larson, seconded by Peterson to accept the minutes as mailed from the June 21, 2023 board meeting.

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried

<u>Treasurer's Report</u> – Motion by Larson, seconded by Peterson to accept and approve the Treasurer's Report.

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried.

<u>NRCS Report</u> – Waterworth informed on the following: EQIP – 44 applications, lots of money coming for nutrient and pest management; the restrictions on CSP are getting looser.

<u>Drill/Tree Program</u> – Trees were planted at 14 sites with 6600 trees getting planted; trees have been ordered for next year; Drill was used at 75 sites planting 1300 acres. GPS works great.

Storage for Equipment – Motion by Randy, seconded by Peterson to store equipment at Mylo Carlson from November 1 – April 1st at a rate of \$250/month and a load of wood.

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried.

Thief River 1W1P Update -2020 funds have been spent except for cost share. 2022 funds have \$530,000 that need to be spent

M/S/T 1W1P Update – 1.1 million needs to be spent by 2025. Well sealings, SWI, and Engineering and project development

Swift Coulee/RIM Update – The parcels are located north of Warren from the Great Eastern to Highway 75 with funding through RIM. There are 18 parcels. To date, seven applications have been approved and seven not approved as the land needs to be squared up.

<u>State Cost Share Contract</u> – The following cost share contracts have been paid since the last board meeting:

Contract	Location	Project	C/S Paid
SCS 22-01	Wanger 18	Field Wbk	\$1704.00
SCS 22-03	Comstock-3	Field Wbk	\$465.00

Motion by Peterson, seconded by Larson to accept and approve the following cost share contracts:

Contract	Location	Project	Total Cost	75%
ENG-21-04	Lincoln 3	7 SWI	\$25,547.23	\$19,160.42
23-MSTR-ENC	G-01 Warrenton-31	2 SWI	\$10,160.59	\$7,620.44
ENG-21-06	Viking-6	Rock Rip Rap	\$416.25	(approved via
email)		• •		

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried.

<u>AIS</u> – Curt Quesnell has submitted his proposal to again promote AIS through his recorded videos, be at boat landings and through parade promotions. He is requesting \$3,500.00 Motion by Larson, seconded by Peterson to accept and approve this proposal.

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried.

<u>Pheasants Forever Contract</u> – Currently, Pennington, West Polk and Marshall SWCD's share an employee. Micah's report was reviewed. The SWCD each pay a portion of his wages. Motion by Larson, seconded by Peterson to continue paying this whether it be with two or three counties.

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried.

<u>AgBMP</u> – This is a low interest loan program. Currently can't take an applications right now until funds have been repaid.

<u>SWCD Aid Resolution</u> – The SWCD Aid money has been allocated and will be distributed soon. State requirement specifies that a resolution be written to identify how the money will be spent. The resolution is written to be all encompassing. This funding is replacing the Clean Water Funds we received annually. Motion by Larson, seconded by Peterson to use as per the resolution that was passed.

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried.

<u>2024 Budget</u> – This was presented to the Commissioners along with a report on SWCD activities. The budget was approved in full in the amount of \$136,507.

Outstanding Conservationist – Tracy Anderson was chosen as this year's winner. He has stated he would be interested in attending the state convention. Motion by Larson, seconded by Peterson to pay mileage, hotel, convention registration and \$50 towards meals.

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried.

<u>Trailer for UTV</u> – Discussion on the possible purchase of a trailer to transport the ATV. Motion by Peterson, seconded by Larson to purchase a trailer not to exceed \$4,000.00.

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried.

Kollin informed the board she will be retiring on November 30, 2023. Motion by Peterson, seconded by Larson to accept her retirement and thank her for her years of service.

Affirmative: Miller, Peterson and Larson

Opposed: None

Motion carried.

The next meeting is scheduled for **WEDNESDAY**, **November 29**, **2023**, at 1:00 p.m. at the SWCD office.

The meeting adjourned at 5:30 p.m.

Secretary

Wil

TREASURER'S REPORT OCTOBER 25, 2023

Balance, October 1, 2023		\$	192,374.38
Total Receipts		\$	21,177.80
Total Disbursements		\$	5,647.85
Balance on Hand		\$	207,904.33
Savings - Money Market - Bremer		\$	504,869.45
Total Net Worth	IDO BDE A KDOWNI	\$	712,773.78
FUN	IDS BREAKDOWN		
Local Capacity-2020 Local Capacity-2021 Local Capacity-2022 Local Capacity-2023 Buffer Law – 2022 Buffer Law – 2023 Soil Health Cost Share – 202 Cost Share – FY '22 Cost Share – FY '23 WCA – 2022 WCA – 2023 2024 Conservation Aid District Funds	\$ 10,763.33 \$ 35,791.83 \$ 108,064.50 \$ 97,385.41 \$ -0- \$ 36,800.57 3 \$ 14,175.00 \$ 5,423.80 \$ 9,491.00 \$ 2,862.73 \$ 20,308.00 \$ 82,699.02 \$ 289,008.59		
D	ISBURSEMENTS		
7895Darren Carlson 7896Jessica Carlson 7897Maxwell Carlson	June 1-15, 2023 and OT June 1-15, 2023 June 1-15, 2023	\$ \$ \$	2725.69 69.26 165.22
7898Michael Carlson	June 1-15, 2023 and OT	\$	1933.53
7899Janelle Kollin	June 1-15, 2023	\$	1832.15
EFTBremer EFTMN Child Support	Federal Withholding Child Support	\$ \$	2608.50 80.00
EFTOrchard Trust	DCP	\$	600.00
EFTPERA	June 1-15, 2023	\$	1398.59
7900Darren Carlson	Cell Phone	\$	50.00
7901Janelle Kollin	Cell Phone	\$	50.00
7902Michael Carlson 7903Allstream	Cell Phone Phone	\$ \$	50.00 12.30
7904City of Warren	Water and Electricity	\$	71.67
7905Elan Financial Services	Supplies, QB, Mtg. Exp., Vehicle	\$	1827.44
7906Frontier	Phone	\$	60.53
7907Myron Corporation	Pocket Calendars	\$	232.26
7908NAPA	Tree Planter Expense	\$	188.32
7909Northwest Oil, LLC 7910Pennington SWCD	Vehicle Engineering Assistance	\$ \$	1792.60 554.53
7911Premium Waters	Water	\$	57.97
7912Schumacher's	Trees	\$	647.71
7913Sjoberg's Cable	Internet	\$	73.90
7914Sven's Under Car Shop	Vehicle	\$	87.49

7915Warren Postmaster	Postage	\$	114.00
7916Rivard's	Seed	\$	53672.75
7917Area I	Meeting Registration	\$	25.00
7918Houston Engineering	M/S/T 1W1P	\$	8569.25
7919Darren Carlson	June 16-30, 2023 and OT	\$	2486.14
7920Michael Carlson	June 16-30, 2023	\$	1677.84
7921Janelle Kollin	June 16-30, 2023	\$	1832.15
EFTBremer Bank	Federal Withholding	\$	2314.22
EFTMN Child Support	Child Support	\$	80.00
EFTOrchard Trust	DCP	\$	600.00
EFTPERA	June 16-30, 2023	\$	1287.68
EFTMN Dept. of Revenue	State Withholding	\$	660.00
El 1 with Dept. of Revenue	State withholding	Φ	000.00
EFTMN Dept. of Revenue	Sales Tax	\$	2735.00
7922Joe Altepeter	State Cost Share	\$	465.00
7923Darren Carlson	July 1-15, 2023	\$	2506.28
7924Maxwell Carlson	July 1-15, 2023	\$	27.70
7925Michael Carlson	July 1-15, 2023 and OT	\$	1944.34
7926Janelle Kollin	July 1-15, 2023	\$	1622.86
7927Darren Carlson	Cell Phone	\$	50.00
7928Janelle Kollin	Cell Phone	\$	50.00
7929Michael Carlson	Cell Phone	\$	50.00
EFTBremer	Federal Withholding	\$	2369.70
EFTMN Child Support	Child Support	\$	80.00
EFTOrchard Trust	DCP	\$	600.00
EFTPERA	July 1-15, 2023	\$	1308.58
EFTND Tax Commissioner	State Withholding	\$	217.00
7930M/S/T WD	M/S/T 1W1P	\$	14247.71
7931Polk Co. Environmental	M/S/T 1W1P	\$	47.94
7932West Polk SWCD	M/S/T 1W1P	\$	1712.80
7933Allstream	Phone	\$	12.30
7934Blue Sky Blading	Custom Seeding	\$	4904.90
7935City of Warren	Water and Electricity	\$	145.17
7936Elan Financial Services	Supplies, Postage, Mtg. Exp., Vehice		2948.50
7937Frontier	Phone	\$	60.53
7938Marshall Co. Recorder	Deed Copies -RIM	\$	14.00
7939NAPA	Tree Planter	\$	219.98
7940Northwest Oil	Gas	\$	1406.56
7941Pennington SWCD	Engineering Assistance	\$	645.09
7942Premium Waters	Water	\$	43.98
7943Rivard's	Seed	\$	40725.90
7944Darren Carlson	July 16-31, 2023	\$	2226.46
7945Michael Carlson	July 16-31, 2023	\$	1536.78
7946Janelle Kollin	July 16-31, 2023	\$	1850.16
EFTBremer	Federal Withholding	\$	2100.00
EFTMN Child Support	Child Support	\$	80.00
EFTOrchard Trust	DCP	\$	600.00
EFTPERA	July 16-31, 2023	\$	1196.87
EFTMN Dept. of Revenue	State Withholding	\$	539.00
Di I mit Dept. of Revenue	State Withholding	Φ	333.00

7947Darren Carlson	August 1-15, 2023	\$	2226.47
7948Michael Carlson	August 1-15, 2023	\$	1536.78
7949Janelle Kollin	August 1-15, 2023	\$	1850.15
7950Darren Carlson	Cell Phone Reimbursement	\$	50.00
7951Janelle Kollin	Cell Phone Reimbursement	\$	50.00
7952Michael Carlson	Cell Phone Reimbursement	\$	50.00
7953Anderson Commerical Bldg.	Rent – May – August 2023	\$	3720.00
EFTBremer	Federal Withholding	\$	2100.00
	9	\$	
EFTMN Child Support	Child Support		80.00
EFTPERA	August 1-15, 2023	\$	1196.87
EFTOrchard Trust	DCP	\$	600.00
7954Allstream	Phone	\$	12.48
7955Cardmember Services	Vehicle, Supplies, Ed/Info	\$	567.84
7956City of Warren	Water and Electricity	\$	177.89
7957Frontier	Phone	\$	60.56
7958Northwest Oil	Vehicle	\$	390.05
7959Pennington SWCD	Engineering Assistance	\$	2038.18
7960Premium Waters	Water	\$	7.99
7961Rivard's	Seed	\$	954.10
7962Sven's Undercar Shop	Vehicle-Brakes, Oil Change	\$	683.55
7963Peter Hvidsten	SCS 22-01	\$	1704.00
7964Darren Carlson	August 16-31, 2023	\$	2226.46
7965Michael Carlson	August 16-31, 2023	\$	1666.03
7966Janelle Kollin	August 16-31, 2023	\$	2059.43
EFTBremer	Federal Withholding	\$	2227.02
EFTMN Child Support	Child Support	\$	80.00
EFTOrchard Trust	DCP	\$	600.00
		\$	1263.65
EFTPERA	August 16-31, 2023		
EFTMN Dept. of Revenue	State Withholding	\$	482.00
7967Darren Carlson	September 1-15, 2023	\$	2226.46
7968Michael Carlson	September 1-15, 2023	\$	1536.78
7969Janelle Kollin	September 1-15, 2023	\$	1850.15
EFTBremer Bank	Federal Withholding	\$	2100.02
	_		
EFTMN Child Support	Child Support	\$	80.00
EFTOrchard Trust	DCP	\$	600.00
EFTPERA	September 1-15, 2023	\$	1196.87
7970Darren Carlson	Cell Phone Reimbursement	\$	50.00
7971Janelle Kollin	Cell Phone Reimbursement	\$	50.00
7972Michael Carlson	Cell Phone Reimbursement	\$	50.00
7973Allstream	Phone	\$	12.31
7974Cardmember Services	Vehicle, Supplies	\$	477.33
7975City of Warren	Water and Electricity	\$	90.16
7976Frontier	Phone	\$	60.56
7977Pennington SWCD	Engineering Assistance	\$	2174.26
7978Premium Waters	Water	\$	29.99
7979Sjoberg's Cable TV	Internet	\$	36.95
7980Darren Carlson	September 16-30, 2023	\$	2226.47
7981Michael Carlson	September 16-30, 2023	\$	1406.53
//01IVIICHACI CAHSUH	September 10-30, 2023	Φ	1400.00

7982Janelle Kollin	September 16-30, 2023	\$	1639.87
EFTBremer Bank	Federal Withholding	\$	1974.00
EFTMN Child Support	Child Support	\$	80.00
EFTOrchard Trust	DCP	\$	600.00
EFTPERA	September 16-30, 2023	\$	1130.08
EFTMN Dept. of Revenue	State Withholding	\$	458.00
7983BWSR	BWSR Academy Registration	\$	225.00
7984Darren Carlson	October 1-15, 2023	\$	2226.46
7985Michael Carlson	October 1-15, 2023	\$	1406.52
7986Janelle Kollin	October 1-15, 2023	\$	1639.87
7987Darren Carlson	Cell Phone Reimbursement	\$	50.00
7988Janelle Kollin	Cell Phone Reimbursement	\$	50.00
7989Michael Carlson	Cell Phone Reimbursement	<u>\$</u>	50.00
	Total Disbursements	\$	5647.85

I declare under the penalties of law, that I am the person making the within claim: that said account is just and true; that the money therein charged was actually paid for the purposes therein stated; that the property therein charged for was actually delivered or used for the purposes therein stated, and was of the value therein charged; that the services therein charged were actually rendered, and of value therein charged and the fees or amounts charged therefore are such as are allowed by law, and no part of said account has been paid.

Approved for payment by Marshall County Soil and Water Conservation District

Carlson, Darren - FPAC-NRCS, MN

om:

Curt Quesnell < curtq54@gmail.com>

ent:

Thursday, July 20, 2023 8:35 AM

To:

Carlson, Darren - FPAC-NRCS, MN

Subject:

Attachments:

[External Email]Partnership Agreement Renewal

361920106_767694812031256_4416166470887689605_n.jpg; 362056723_ 767694855364585_4288527327484222691_n.jpg; 361926376_767694868697917_

398798369030364352_n.jpg

[External Email]

If this message comes from an unexpected sender or references a vague/unexpected topic;

Use caution before clicking links or opening attachments.

Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Hi Darren

Here is the invoice for our renewal. Can you please get this where it needs to be.

Thanks. Great time at the Marshall Co Fair Parade last night

Curt

Invoice/Statement

Curt's NCORtmGuide Service LLC

7229 70th St NW

Williams, Mn 56686

July 20, 2023

Marshall Co. Soil and Water Conservation District

or Promotional Partnership to combat invasive species.

Continuation of boat wrap,	4 Marshll Co parade entries,	Videos and persona
contact at boat landings.		

Amount.....\$3500.00

Thank You

Curt Quesnell

Curt's NCORtm Guide Service LLC

LOCAL PARTNERS AGREEMENT

Pennington SWCD and Pheasants Forever, Inc.

THIS AGREEMENT is made this <u>15th</u> day of <u>June</u> 2023 by and between the <u>Pennington</u> Soil and Water Conservation District ("SWCD"), a body corporate and politic, and Pheasants Forever, Inc., (PF) a Minnesota non-profit organization and local partner ("Partner"). In consideration of the mutual promises and covenants hereunder, the parties hereto agree as follows:

- 1. <u>Term</u>. The term of this agreement shall be from July 1, 2023 to June 30, 2024, or the funds have been expended, unless this Agreement is terminated by either party as herein provided.
- 2. Representations by Partner. Partner makes the following representations to the SWCD for the purpose of this Agreement:
 - a. Partner is competent to perform the services contemplated under this Agreement.
 - b. Partner is under no legal impediment that would preclude Partner from performing the services contemplated under this Agreement.
 - c. Partner has not been the subject of any claims or allegations of negligent or intentional acts or omissions that relate to the type and scope of services to be provided by Partner to SWCD under this Agreement.
- 3. <u>Duties of Partner</u>. To add staff capacity in <u>Pennington</u>, <u>Marshall</u>, and <u>West Polk</u> County to increase landowner participation in State and Local conservation programs as well as the conservation provisions of the Federal Farm Bill which increase the amount of native grasses and wetlands on the landscape and projects that enhance water quality, soil health, and increase fish and wildlife habitat.

 Specifically, the following conservation programs are to be the focus of this Agreement.
 - Specifically, the following conservation programs are to be the focus of this Agreement: Conservation Reserve Program (CRP), Continuous Conservation Reserve Program

(CCRP), Conservation Reserve Enhancement Program (CREP), Agriculture Conservation Easement Program (ACEP), Re-Invest in Minnesota (RIM), Environmental Quality Incentive Program (EQIP), US Fish and Wildlife Programs, Prairie Bank, Clean Water Fund projects, and any other programs that enhance the quality of soil health, water quality and wildlife habitat are part of the scope of work.

The primary focus shall be to provide quality customer service and enroll farmers/landowners into voluntary conservation programs. Under no circumstance is the Partner to work on anything related to violations or enforcement of Federal, State or Local laws. The Partner shall not be involved in any actions taken regarding conservation violations.

- 4. No Authority to Bind SWCD. Partner acknowledges that he/she has no authority to bind SWCD to any contract, agreement, or arrangement, nor shall the Partner state or imply that he/she has authority to do such acts. Use of the name or logo of SWCD by Partner is prohibited without the consent of SWCD's District Manager or his/her designee.
- 5. Compensation. The SWCD agrees to pay the partner (PF) with a local contribution of \$6,500 from the SWCD. The SWCD Board can track the progress monthly by reviewing the Partner's monthly report.
- 6. <u>Recordkeeping</u>. SWCD shall not be required to compensate Partner for services or to reimburse Partner for expenses without adequate documentation by Partner supporting the request for compensation or reimbursement.
- 7. Compliance with SWCD Policies. Partner agrees to comply with SWCD policies regarding personal and professional conduct and conflicts of interest as may be presented to Partner by SWCD from time to time.
- 8. Intellectual Property Rights. Partner acknowledges that any original copyrightable work created within the scope of his/her engagement is and shall remain SWCD's sole property as a "work for hire" under copyright law and Partner irrevocably assigns any and all rights and interests in such work to SWCD. Partner further agrees to promptly disclose in writing all inventions, discoveries, improvements, formulas, techniques, and know-how (whether or not patentable and/or reduced to practice), made, conceived or learned of during the period of his/her employment which relate to or result from the actual or anticipated business of SWCD or from the use of SWCD's premises or property (the "Technology"). Partner hereby irrevocably assigns to SWCD all rights and interest in such Technology and agrees to assist SWCD in every way at SWCD's expense, but without further compensation to protect said Technology, and to execute all documents which SWCD reasonably determines as necessary or convenient for the protection of said Technology. Partner agrees to keep complete, accurate and authentic accounts, notes, data

and records of all such Technology in the manner and form requested by SWCD. Such documentation shall be the property of SWCD and Partner shall promptly deliver to SWCD such documentation upon his/her termination or upon SWCD's request at any time.

- 9. Local Partner Relationship. Partner and SWCD agree that the relationship created by this Agreement is that of local partners. Partner is responsible for the payment of any taxes, including, without limitation, all federal, state and local personal and business income taxes, sales and use taxes, other business taxes, and license fees arising out of Partner's activities. Partner will also keep in force all necessary public liability insurance and vehicle insurance with carriers that are satisfactory to SWCD and shall hold SWCD harmless form all claims, demands and suits arising from the acts of the Partner.
- 10. <u>Indemnification</u>. Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement
- 11. <u>Insurance</u>. In order to protect itself and SWCD under the indemnity provision herein, PF will at all times during the term of this Agreement have and keep in force general liability and automobile insurance in an amount of not less than \$500,000 for bodily injury or damages to any one person, and \$1,500,000 for any number of injuries and/or damages arising out of a single incident.
- 12. Termination. This Agreement shall automatically terminate upon the expiration of the term of this Agreement. This Agreement may be terminated by written agreement of the parties or by either party, without cause, by giving written notice of termination to the other party. Termination shall be effective on the date of such written agreement between the parties; or, if terminated by one party, 30 days after the written notice of termination is given. In the event of a breach of any term and condition of this Agreement, the Agreement may be terminated by the aggrieved party, if the other party has failed to cure the default within five business days after receiving written notice specifying the nature of the default, with such termination becoming effective upon expiration of the cure period. Upon termination of this Agreement prior to the expiration of the term, the compensation payable to Partner shall be the pro-rata portion of the total compensation payable in the same ratio as the percentage of services actually performed prior to termination in relation to the total services which would have been performed had the Agreement not been prematurely terminated.

- 13. <u>Arbitration</u>. The parties agree to submit to binding arbitration all monetary disputes arising under this Agreement for claims of \$25,000 or less.
- 14. Miscellaneous. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. This Agreement shall be governed by laws of the State of Minnesota, and the courts of the State of Minnesota shall have jurisdiction over any dispute which arises under this Agreement, and each of the parties shall submit and hereby consent to such court's exercise of jurisdiction, except to the extent that the parties have agreed to submit any dispute to binding arbitration. In any to enforce rights under this agreement, the prevailing party shall be entitled to recover its attorney's fees and expenses incurred in such action. This Agreement supersedes all prior agreements and understandings between Partner and the SWCD, and may not be modified, changed or altered except as specifically set forth in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

PHEASANTS FOREVER INC

Pheasants Forever, Inc.

Date: Jun 26, 2023

SWCE

Endernal :

Date: (-15 23

Local_Partners_Agreement_FY24_Pennington

Final Audit Report 2023-06-26

Created:

2023-06-23

Ву:

Eric Sterner (esterner@pheasantsforever.org)

Status:

Signed

Transaction ID:

CBJCHBCAABAAWFvWTSUS5kS3dIZ54pD94EbWW6drAIMV

"Local_Partners_Agreement_FY24_Pennington" History

- Document created by Eric Sterner (esterner@pheasantsforever.org) 2023-06-23 5:24:04 PM GMT
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- Document e-signed by James Koerber (jkoerber@pheasantsforever.org)

 Signature Date: 2023-06-26 1:44:05 PM GMT Time Source: server
- Agreement completed.
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