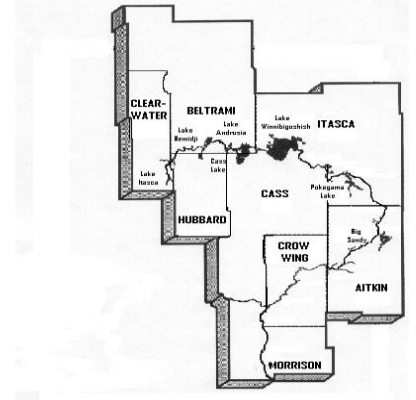




**Mississippi Headwaters Board  
Meeting Agenda  
Cass County Courthouse  
Walker, MN  
February 8, 2019  
10:00 am**



**10:00 AM**

- Call to Order/Pledge of Allegiance
- Changing of Officers Chairman- Mike Wilson (Morrison), Vice Chair- Neal Gaalswyk (Cass), Secretary/Treasurer- Davin Tinquist (Itasca)

**10:05 AM Approve/Amend**

- Agenda
- Consent Agenda – December '18 Minutes & December Expenses (att. 1 & 2)

**Planning and Zoning (Actions)**

- None

**Action / Discussion Items:**

- Pay Equity approval (att. 3)
- Northern MN Science Fair Donation (att. 4)
- MHB and CWSWCD expense reimbursement contract (att. 5)
- MHB Letter of Support for US Endowment funding (att. 6)
- City of Baxter Stormwater Proposal to MHB. (att. 7)
- Aitkin County Recreational Signage Pilot Project
- Comp Plan Review.
- MHB History Review- 1980's (att.7)
- Executive Director's Report (att. 8)
- Future Board Meeting Place discussion

**Misc:** ☀ Legislature Update (if any)      ☀ County Updates

**Meeting Adjourned - Thank you**

**Mtgs:**

**February 22, '19, 10:00 AM – MHB Board Meeting- Walker, MN**

## **Attachment 1 & 2**

Draft Minutes

Monthly Expenses

Mississippi Headwaters Board  
December 14, 2018  
Cass County Courthouse  
Walker, MN 56484

MEETING  
MINUTES

Members present: Paul Thiede (Crow Wing), Anne Marcotte (Aitkin), Keith Winger (Beltrami), Cal Johannsen (Hubbard), Dean Newland (Clearwater), Mike Wilson (Morrison), Scott Bruns (Cass), and Tim Terrill (Executive Director).

Others Present: Todd Holman (The Nature Conservancy), Paula West (contractor), Dan Steward (BWSR), Marcel Noyes (Hubbard SWCD)

Chairman Thiede called the meeting to order followed by the Pledge of Allegiance.

**M/S (Johannsen/Winger) to approve of the agenda. Motion Carried.**

**M/S (Newland/Wilson) to approve of the consent agenda. Motion Carried.**

### **Planning & Zoning**

**None**

### **Action/Discussion Items Executive Director Report**

Tim mentioned that the article/radio program done by MN Public Radio has really reached a lot of people and he has heard positive comments from others about the work we are doing.

Tim attended a Cass County AIS advisory committee meeting to review the 2018 plan and discuss the future 2019 plan. The group felt that more funding should be put toward AIS information and education and that they should consider future responsibility in this area. Tim mentioned that AIS funding is being pulled back in the State DNR budget and he advised the committee that county commissioners are concerned that this responsibility might be placed directly on the counties rather than the DNR.

Tim held a meeting with Aitkin SWCD, Land Commissioner, Comm. Marcotte, and DNR trails and waterways to look at some type of recreational water trail plan so the recreational canoeist could have a place to access and withdraw from the Miss. River in a relatively short time period. An exploratory meeting was held with the stakeholders to identify existing infrastructure and look at seeking landowner involvement in this venture. Tim gave the possibility that the MHB could support some consistent signage so that the recreational user could know where to enter and exit the Miss. River. The Board thought this was worth further investigation.

Tim discussed his visit to the AMC conference and stated that he attended the Northern Counties and Environment and Natural Resources meetings in which he learned about 1 Watershed 1 Plan and mining.

The LSOHC collaborative partnership meeting was held in Walker to discuss landscape scale proposals to the Outdoor Heritage Council. Some points pointed out by the staff is that they like multiple county applications and specifically mentioned the ACUB and MHB project. They noted that it is very helpful when a county commissioner shows up to testify and has resolutions of support from other counties. This eliminates any potential conflict that the legislature might have with a proposal.

MHB and CWSWCD expense reimbursement contract- Tim presented a contract to allow the Crow Wing SWCD to receive reimbursement through Outdoor Heritage Funds for providing RIM easement services to interested Cass county landowners. Cass SWCD has agreed to share services with the Crow Wing SWCD so that easements can be obtained through the MHHCP in the Miss. River area. Discussion ensued about capacity and why Cass could not do that by themselves. Tim mentioned that there is a capacity issue at the Cass SWCD, and that only 17 landowners would need to be contacted to satisfy the contract. No MHB money would be used for this transaction, and the contract has been reviewed by MCIT and the Crow Wing attorney to ensure that risk is kept to a minimum. **M/S (Marcotte/Newland) to table the contract. Motion Carried.**

AIS Program Review- Greg Kaiser presented the digital campaign of Minnesota Traditions to the Board. He explained that over 2.9 million impressions were delivered and that the rate of response was double or triple the response rate of industry standard for online advertising. It was brought up by board members that we had some issues with the count not working correctly, and Greg mentioned that while it was true, it was a feature of the program and not the main point. Tim pointed out the success of the social media campaign and that it is one of our best ways to reach people about the prevention of AIS. Thiede questioned where the audience category from Facebook and Twitter came from, and Tim stated that it was derived from profiles and other data that the two social media programs gather about online users. Tim stated that he only places his faith in the numbers and not so much in the follower highlights.

MHB Habitat Lakes Program. Tim presented a powerpoint to the Board on a potential focus on the MHB protecting the lakes in the MHB counties. Discussion ensued about the role of the MHB and how they are riverine focused from their conception back in the 1980's. The board felt at this time they were not ready to take on this venture and some asked questions about who else could do this type of work. **M/S (Newland/Marcotte) to not pursue this lakes program at this time, but to focus on the current easement and acquisition program currently running on the Miss. River catchment area. Motion carried.**

Comp Plan revision- Tabled until January.

**M/S (Johannsen/Winger) to close the meeting for a performance evaluation. Motion Carried.**

**M/S (Marcotte/Winger) to open the meeting. Motion Carried.**

**M/S (Winger/Marcotte) to give the ED a rating of performing. Motion Carried.**

Legislative & County Updates- None

**M/S (Marcotte/Johannsen) to adjourn. Motion carried.**

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Vice-Chairman Dean Newland

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Executive Director Tim Terrill

01/10/2019 14:35  
KorieB

Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2018 12 TO 2018 12

P 1  
glacthst

ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	53180	Environmental Assistance /MPCA							
							REVISED BUDGET		.00
					PER 01		-503.14	-503.14	
					PER 02		-1,106.64	-1,609.78	
					PER 03		-884.05	-2,493.83	
					PER 04		-1,113.04	-3,606.87	
					PER 06		-5,762.30	-9,369.17	
					PER 07		-2,201.66	-11,570.83	
					PER 09		-5,216.14	-16,786.97	
					PER 10		-3,358.23	-20,145.20	
					PER 11		-1,610.26	-21,755.46	
18/12	683 12/21/18	GNI					-1,730.00	-23,485.46	
	ST OF MN	INV 30							
	LEDGER BALANCES --- DEBITS:		.00		CREDITS:		-23,485.46	NET:	-23,485.46
74830	58400	MHB - Sales							
							REVISED BUDGET		.00
					PER 01		-100.00	-100.00	
18/12	237 12/05/18	GNI 888553	Lisak	30066			-100.00	-200.00	
	iNovah	GUIDE BOOK SALES							
	LEDGER BALANCES --- DEBITS:		.00		CREDITS:		-200.00	NET:	-200.00
74830	61000	Salaries & Wages - Regular							
							REVISED BUDGET		.00
					PER 01		4,955.02	4,955.02	
					PER 02		4,955.03	9,910.05	
					PER 03		7,804.16	17,714.21	
					PER 04		5,078.90	22,793.11	
					PER 05		5,078.89	27,872.00	
					PER 06		5,078.90	32,950.90	
					PER 07		5,078.90	38,029.80	
					PER 08		7,618.35	45,648.15	
					PER 09		5,078.91	50,727.06	
					PER 10		5,078.90	55,805.96	
					PER 11		5,078.90	60,884.86	
18/12	229 12/07/18	PRJ pr1207	1181207	1181207			2,539.45	63,424.31	
	pay120718	WARRANT=181207	RUN=1	BI-WEEKL					
18/12	610 12/21/18	PRJ PR1221	1181221	1181221			2,539.44	65,963.75	
	PAY122118	WARRANT=181221	RUN=1	BI-WEEKL					
	LEDGER BALANCES --- DEBITS:		65,963.75		CREDITS:		.00	NET:	65,963.75

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KorieB

Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2018 12 TO 2018 12

P 2  
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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	61200	Active Insurance							
							REVISED BUDGET		.00
					PER 01		1,470.56	1,470.56	
					PER 02		1,469.38	2,939.94	
					PER 03		1,449.18	4,389.12	
					PER 04		1,448.94	5,838.06	
					PER 05		1,476.12	7,314.18	
					PER 06		1,479.24	8,793.42	
					PER 07		1,476.92	10,270.34	
					PER 08		1,481.98	11,752.32	
					PER 09		1,479.45	13,231.77	
					PER 10		1,448.94	14,680.71	
					PER 11		1,448.94	16,129.65	
18/12	229	12/07/18	PRJ pr1207	1181207					
			pay120718	WARRANT=181207	RUN=1	BI-WEEKL	734.47	16,864.12	
18/12	610	12/21/18	PRJ PR1221	1181221			714.47	17,578.59	
			PAY122118	WARRANT=181221	RUN=1	BI-WEEKL			
			LEDGER BALANCES --- DEBITS:	17,578.59					
					CREDITS:		.00	NET:	17,578.59
74830	61300	Employee Pension & FICA							
							REVISED BUDGET		.00
					PER 01		722.96	722.96	
					PER 02		725.48	1,448.44	
					PER 03		1,151.16	2,599.60	
					PER 04		738.28	3,337.88	
					PER 05		747.26	4,085.14	
					PER 06		747.20	4,832.34	
					PER 07		747.24	5,579.58	
					PER 08		1,131.92	6,711.50	
					PER 09		747.20	7,458.70	
					PER 10		738.29	8,196.99	
					PER 11		738.28	8,935.27	
18/12	229	12/07/18	PRJ pr1207	1181207					
			pay120718	WARRANT=181207	RUN=1	BI-WEEKL	369.14	9,304.41	
18/12	610	12/21/18	PRJ PR1221	1181221			369.14	9,673.55	
			PAY122118	WARRANT=181221	RUN=1	BI-WEEKL			
			LEDGER BALANCES --- DEBITS:	9,673.55					
					CREDITS:		.00	NET:	9,673.55
74830	62100	Telephone							
							REVISED BUDGET		.00
					PER 01		60.42	60.42	
					PER 02		59.83	120.25	
					PER 03		57.43	177.68	

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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2018 12 TO 2018 12

P 3  
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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
					PER 04		58.89	236.57	
					PER 05		57.15	293.72	
					PER 06		56.86	350.58	
					PER 07		60.65	411.23	
					PER 08		57.71	468.94	
					PER 09		56.81	525.75	
					PER 10		58.04	583.79	
					PER 11		56.72	640.51	
18/12	424 12/13/18	API 006205		90006		17408	1.61	642.12	
	W C121818	DECEMBER CTC & 11/18 - 11/18	L CONSOLIDATED	TELECOM					
18/12	424 12/13/18	API 006205		90006		17408	1.49	643.61	
	W C121818	DECEMBER CTC & 11/18 - 11/18	L CONSOLIDATED	TELECOM					
18/12	610 12/21/18	PRJ PR1221	1181221	1181221			55.00	698.61	
	PAY122118	WARRANT=181221	RUN=1	BI-WEEKL					
	LEDGER BALANCES --- DEBITS:			698.61	CREDITS:		.00	NET:	698.61
74830	62680	Non-Employee Per Diems			REVISED BUDGET				.00
					PER 01		250.00	250.00	
					PER 02		300.00	550.00	
					PER 03		250.00	800.00	
					PER 05		525.00	1,325.00	
					PER 06		225.00	1,550.00	
					PER 07		375.00	1,925.00	
					PER 08		275.00	2,200.00	
					PER 09		-400.00	1,800.00	
					PER 10		350.00	2,150.00	
18/12	619 12/25/18	API 002837		90794		17487	50.00	2,200.00	
	W C122518	MHB AND MILEAGE		JOHANNSEN, CALVIN					
18/12	619 12/25/18	API 001099		90795		17490	50.00	2,250.00	
	W C122518	MHB AND MILEAGE		MARCOTTE, ANNE					
18/12	619 12/25/18	API 004028		90796		17509	50.00	2,300.00	
	W C122518	MHB AND MILEAGE		WINGER, KEITH					
18/12	619 12/25/18	API 002534		90797		17499	50.00	2,350.00	
	W C122518	MHB		NEWLAND, DEAN					
18/12	619 12/25/18	API 100532		90799		1912803	50.00	2,400.00	
	W C122518	MHB MIKE WILSON		MORRISON COUNTY AUDI					
	LEDGER BALANCES --- DEBITS:			2,800.00	CREDITS:		-400.00	NET:	2,400.00



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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2018 12 TO 2018 12

P 4  
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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	62720	Non-Employee Mileage							
							REVISED BUDGET		.00
					PER 01		198.09	198.09	
					PER 02		376.89	574.98	
					PER 03		212.55	787.53	
					PER 05		489.95	1,277.48	
					PER 06		209.28	1,486.76	
					PER 07		340.08	1,826.84	
					PER 08		241.98	2,068.82	
					PER 09		-228.06	1,840.76	
					PER 10		414.20	2,254.96	
18/12	619 12/25/18	API 002837		90794	17487		27.25	2,282.21	
	W C122518	MHB AND MILEAGE		JOHANNSEN, CALVIN					
18/12	619 12/25/18	API 001099		90795	17490		60.50	2,342.71	
	W C122518	MHB AND MILEAGE		MARCOTTE, ANNE					
18/12	619 12/25/18	API 004028		90796	17509		43.05	2,385.76	
	W C122518	MHB AND MILEAGE		WINGER, KEITH					
18/12	619 12/25/18	API 101580		90800	17508		98.10	2,483.86	
	W C122518	MILEAGE		WILSON, MICHAEL					
	LEDGER BALANCES --- DEBITS:			2,711.92	CREDITS:		-228.06	NET:	2,483.86
74830	62990	Prof. & Tech. Fee - Other							
							REVISED BUDGET		.00
					PER 01		5,226.89	5,226.89	
					PER 02		2,783.18	8,010.07	
					PER 03		172,078.09	180,088.16	
					PER 04		6,531.48	186,619.64	
					PER 05		2,454.84	189,074.48	
					PER 06		4,491.51	193,565.99	
					PER 07		10,196.54	203,762.53	
					PER 08		4,983.64	208,746.17	
					PER 09		2,151.60	210,897.77	
					PER 10		7,955.13	218,852.90	
					PER 11		4,059.76	222,912.66	
18/12	346 12/11/18	API 101308		89710	17390		1,031.00	223,943.66	
	W A121118	WSN INVOICE #30		WIDSETH SMITH NOLTIN					
18/12	346 12/11/18	API 002876		89711	17387		115.00	224,058.66	
	W A121118	WATER ANALYSIS		PACE ANALYTICAL SERV					
18/12	346 12/11/18	API 002876		89712	17387		503.00	224,561.66	
	W A121118	WATER ANALYSIS		PACE ANALYTICAL SERV					
18/12	809 12/31/18	API 101308		91082	17565		305.25	224,866.91	
	W A010119	WSN INVOICE #31		WIDSETH SMITH NOLTIN					

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Crow Wing County  
ACCOUNT DETAIL HISTORY FOR 2018 12 TO 2018 12

P 5  
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ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE	
18/12	871 12/31/18 GEN						525.00	225,391.91		
	RECURRING FINANCIAL SERVICE									
	LEDGER BALANCES --- DEBITS:		225,391.91	CREDITS:		.00	NET:	225,391.91		
74830	63320	Employee Mileage								
		REVISED BUDGET								.00
					PER 01		220.96	220.96		
					PER 02		440.36	661.32		
					PER 03		472.75	1,134.07		
					PER 04		222.91	1,356.98		
					PER 05		590.08	1,947.06		
					PER 06		539.62	2,486.68		
					PER 07		598.53	3,085.21		
					PER 08		331.69	3,416.90		
					PER 09		387.11	3,804.01		
					PER 10		424.99	4,229.00		
					PER 11		385.43	4,614.43		
18/12	839 12/31/18 GNI NOV						26.92	4,641.35		
	WF PCARD	1434 - Camp Ripley mtg w/Lessa								
		TIM TERRILL-OOP								
18/12	839 12/31/18 GNI NOV						58.32	4,699.67		
	WF PCARD	1434 - Cass SWCD AIS prop mtg								
		TIM TERRILL-OOP								
18/12	839 12/31/18 GNI NOV						57.77	4,757.44		
	WF PCARD	1434 - Cass Cnty AIS plan mtg								
		TIM TERRILL-OOP								
18/12	839 12/31/18 GNI NOV						26.92	4,784.36		
	WF PCARD	1434 - Sentinel Landscape mtg								
		TIM TERRILL-OOP								
18/12	839 12/31/18 GNI NOV						34.50	4,818.86		
	WF PCARD	1434 - Aitkin SWCD for rec								
		TIM TERRILL-OOP								
18/12	839 12/31/18 GNI NOV						57.77	4,876.63		
	WF PCARD	1434 - Leech Lake lwlp mtg								
		TIM TERRILL-OOP								
	LEDGER BALANCES --- DEBITS:		4,876.63	CREDITS:		.00	NET:	4,876.63		
	GRAND TOTAL --- DEBITS:		329,694.96	CREDITS:		-24,313.52	NET:	305,381.44		

31 Records printed

\*\* END OF REPORT - Generated by Korie Bedard \*\*

# **Planning and Zoning**

**None**

## **Action/Discussion**

Pay Equity Report

Northern MN Science Fair Donation

MHB and Crow Wing SWCD expense  
reimbursement contract

MHB Letter of Support of US Endowment funding

Aitkin County Recreational Signage Pilot Project

City of Baxter Stormwater Proposal to MHB

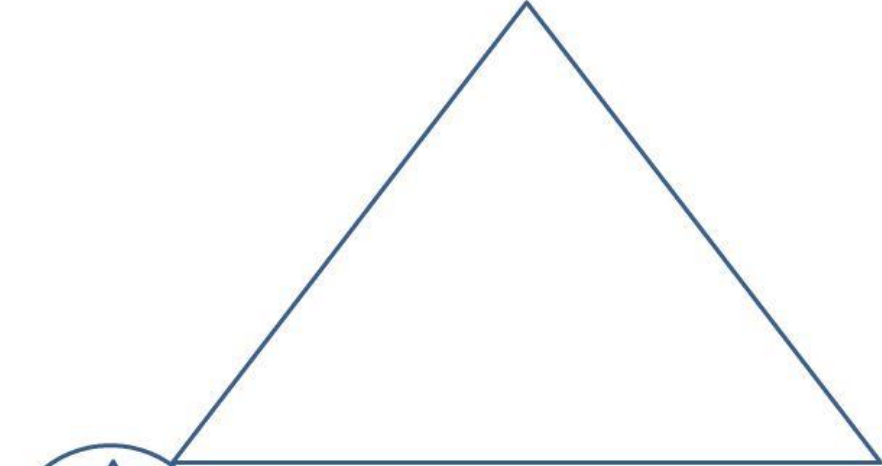
Comp Plan Review

MHB History Review- 1980's

Executive Director's Report

Future Board Meeting Place Discussion

**LEADERSHIP**



**Grants**

**COLLABORATIVE**



①

Mississippi Headwaters Board,

November 16, 2018

Greetings,

The Local Government Pay Equity Act, M.S. 471.991-471.999 and Minnesota Rules, Chapter 3920 require local government jurisdictions to submit a pay equity report to the State of Minnesota every three years. Your next report is due January 31, 2019. This report must show data in place as of December 31, 2018. Jurisdictions who do not submit a report on or before the deadline will be out of compliance. There are no provisions in the law for any up-front exceptions to the deadline.

As a reminder, do not report elected officials or employees working less than 67 days in a calendar year (100 days for a full-time student) or employees working an average of 14 hours per week or less, during the weeks they are scheduled to work. If your jurisdiction has no employees to report, please access the system, create a new case and select "No Jobs Meet Requirement to Report". You will be taken to the implementation form to complete the process.

Once Minnesota Management and Budget reviews your report, you will receive a notice informing you whether your jurisdiction is "in compliance" or "out of compliance." No penalties or other negative consequences will occur before you receive a formal notice of non-compliance.

Jurisdictions receiving a notice of non-compliance will have an opportunity to make adjustments to achieve compliance. A jurisdiction which remains out of compliance, past the grace period specified in the notice, will receive a second notice of non-compliance and will be subject to a penalty. The penalty is a five percent reduction in state aid payments or \$100 per day, whichever is greater, from January 1, 2019.

The URL to access the Minnesota Pay Equity Management System is:

<https://mn.gov/PayEquity/LogIn.aspx>

For step-by-step instructions and additional information, please refer to the Local Government Pay Equity webpage at: <https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>.

After reviewing the materials, if you have questions, please send an email to [pay.equity@state.mn.us](mailto:pay.equity@state.mn.us). A copy of the notice to post once a report is submitted can be found at: <https://mn.gov/mmb-stat/pay-equity/2019-notice-for-posting.pdf>

Thank you for complying with the 1984 Local Government Pay Equity Act

Sincerely,  
Dominique Murray, Pay Equity Coordinator  
651-259-3805 (office)

Minnesota Pay Equity Management System - Mississippi Headwaters Board(19-No Submission)

Home

Utilities

Go To

Log Out

Pay Equity Implementation Form

Information entered on this page is not submitted until you click "sign and submit." This page may be printed and shared with your governing body for approval. After you receive approval, you will need to come back to this page, complete the necessary information, then click "sign and submit."

Part A: Jurisdiction Identification

Jurisdiction: Mississippi Headwaters Board
322 Laurel Street
Brainerd

Jurisdiction Type: OTH - Other

Table with 4 columns: Name, Title, Phone, Email. Row 1: Tim Terrill, Executive Director, 218-824-1189, timt@mississippiheadwaters.org

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was:

Consultant's System (specify) v

Describe below if the job evaluation system used is: "The same as last year", "A new system", "A substantially modified system from last year", or another descriptor not listed here: (\*less than 240 characters)

Point Factor System. The same as last year

3. An official notice has been posted at: MHB Bulletin Board (prominent location) (\*less than 60 characters)

informing employees that the Pay equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Mississippi Headwaters Board (governing body) (\*less than 60 characters)

Mike Wilson

(chief elected official)(\*less than 60 characters)

Chairman

(title) (\*less than 60 characters)

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and

There is no difference v and female classes are not at a disadvantage.

Checking this box indicates the following:

- signature of chief elected official
approval by governing body
all information is complete and accurate, and
all employees over which the jurisdiction has final budgetary authority are included

Part C: Total Payroll

66,623.75 is the annual payroll for the calendar year just ended December 31.

December 14, 2018

Mr. Tim Terrill  
Mississippi Headwaters Board  
PO Box 5  
Backus, MN 56435

Dear Mr. Terrill,

As the special awards chairperson for the Northern Minnesota Regional Science Fair, I am writing to **thank you** for the Mississippi Headwaters Board past support in sponsoring special awards. I would also like to ask if the MHB would be willing to again sponsor special awards for the 2019 Science Fair? The fair will be held Friday, February 22, 2018.

Thank you for your interest in recognizing talented young scientists. Please feel free to forward to the appropriate member of your organization.

Sincerely,

Julie E. Larson, Ph.D.  
Awards Director  
Professor of Chemistry  
jelarson@bemidjistate.edu



# CROW WING SWCD FUNDING AGREEMENT

This non-exclusive Agreement (“Agreement”) is made, effective upon execution by all parties (“Effective Date), by and between the Mississippi Headwaters Board, located at 322 Laurel St., Suite 11, Brainerd, MN 56401 (“MHB”) and The Crow Wing Soil & Water Conservation District (CWSWCD), with its principal office located at 322 Laurel St., suite #22, Brainerd, MN 56401.

## ARTICLE 1: RECITALS

WHEREAS, MHB was established in 1980 under Minnesota Statutes 103F.361-378 to identify and protect the natural, cultural, scenic, scientific and recreational values of the Mississippi River’s first four hundred miles; and

WHEREAS, MHB and CWSWCD agree to enter into this Agreement whereby MHB, per its Outdoor Heritage Fund appropriation for the Mississippi Headwaters Habitat Corridor Project, will reimburse CWSWCD for staff-related expenses for easement outreach and field visits and mileage for field visits related to easement services in Cass County.

NOW THEREFORE, in consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

## ARTICLE 2: PURPOSE

### 2.1 Purpose.

MHB and CWSWCD agree that the purpose of this Agreement is to provide easement services to the Cass County Mississippi Headwaters Habitat Corridor Program area.

## ARTICLE 3: TERM OF GRANT AGREEMENT

- 3.1 ***Effective date:*** The date the MHB obtains all required signatures. **The Grantee must not begin work under this grant agreement until this Grant Agreement is fully executed and the Grantee has been notified by the Executive Director to begin the work.**
- 3.2 ***Expiration date:*** June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

## ARTICLE 4: DEFINITIONS

### 4.1 Definitions.

For the purposes of this Agreement and the Schedules hereto, unless there is something in the context inconsistent therewith, the following words and phrases will have the following meanings:

- (a) **Agreement** means this Agreement as the same may be amended from time to time in accordance with the terms hereof and the expressions “herein”, “hereof”, “hereto”, “above”, “below” and similar expressions if used in any sub-paragraph, paragraph, sub-

section, Section or Article of this Agreement refer and relate back to the whole of this Agreement and not to that sub-paragraph, paragraph, sub-section, Section or Article only, unless otherwise expressly provided;

- (b) **“Confidential Information”** means information that is deemed nonpublic or confidential pursuant to the Minnesota Government Data Practices Act;
- (c) **Event of Default** means, with respect either CWSWCD or MHB, that:
  - (i) such Party makes an assignment of its assets for the benefit of its creditors or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any jurisdiction;
  - (ii) a petition in bankruptcy is filed and presented against such Party or a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of such Party;
  - (iii) such Party ceases or threatens to cease to carry on its business;
  - (iv) an execution, sequestration, extent or other process of any court becomes enforceable against such Party or a distress or analogous process is levied upon the property of such Party or any part thereof that is not cured within sixty (60) days;
  - (v) in the case of either Party, any of the representations or warranties given hereunder are found to be incorrect or untrue and, as result, have a material, adverse effect upon such Party carrying out its obligations hereunder;
  - (vi) either Party’s failure to remedy a material breach of this Agreement within sixty (60) days of receipt of written notice from the other Party specifying in detail the nature of such breach.
  - (vii) written notice from any authorized agency finding either Party’s contract activities pursuant to this Agreement to be in violation of the law.
  - (viii) in the case of either Party if is found to be engaged in illegal contract or purchasing activities and/or no longer exists under the applicable law.
- (d) **“Parties”** means the parties to this Agreement, specifically CWSWCD and MHB and **“Party”** means any one of CWSWCD and MHB;

## **ARTICLE 5: PROJECT INFORMATION**

### 5.1 Project Deliverable.

- provide easement outreach and field visits in Cass County. The geographic area for services will be limited to the minor watershed of the Mississippi River, which is the project area for the Mississippi Headwaters Habitat Corridor Project.

5.2 Action Steps and Timeline.

- January-December 2019: conduct outreach mailings to prospect landowners (a RAQ score of 6 or higher). Conduct site visits to interested and/or committed landowners in order to develop an easement application packet.
- January-December 2019: provide invoices on a semi-annual basis according to the Dept. of Natural Resources (DNR) OHF reimbursement guidelines.

**ARTICLE 6: FINANCIAL NEED AND RESOURCES**

6.1 Funding.

MHB shall provide funding through their Outdoor Heritage Fund appropriation for the Mississippi Headwaters Habitat Corridor Project in the amount of up to \$250 per easement for staff time related to outreach and field visits for easements in Cass County. Mileage reimbursement for field visits will be paid based on standard OHF mileage rates. The contract shall not exceed \$4,999.

**ARTICLE 7: TERMINATION**

7.1 Term

The period of this Agreement will commence on the date hereof and expire on December 31, 2019.

7.2 Termination

This Agreement shall be terminated prior to the expiration of the Term:

- (a) immediately upon either Party providing written notice to the other Party in the event of the occurrence of an Event of Default with respect to the other Party. Termination of this Agreement pursuant to this Subsection (a) shall not limit, in any way, the recourse to any remedies available to either Party at law or in equity; or
- (b) ninety (90) days following delivery by either Party of written notice to the other Party to that effect.

7.3 Payment upon Termination

In the event of termination of this Agreement, each Party shall perform its obligations up to and including the effective date of termination.

7.4 Rights and Obligations on Termination or Expiry

Upon the expiry of the Term or the termination of this Agreement and in addition to the other obligations of each Party as set forth herein, each Party shall promptly and unconditionally return or cause to be returned to other Party, as the case may be, all data, property, documentation and other materials supplied by or at the direction of one Party to the other Party or to any of its employees or agents.

## **ARTICLE 8: LIMITED LICENSE TO USE OF NAMES AND TRADEMARKS**

### 8.1 Limited License To Use Name and Logo

Each Party grants the other Party a limited license to use its name and logo in advertising and promoting the events as contemplated in this Agreement, including the use of its logo on any merchandise authorized by both Parties.

### 8.2 Written Approval Required Before Use of Name and Logo

Notwithstanding Section 12.1, prior to a Party using the other Party's name and logo, such Party shall first submit to the other Party, for its prior written approval, such approval will not be unreasonably withheld, the nature of the use provided for in Section 12.1.

## **ARTICLE 9: GENERAL CONDITIONS**

### 9.1 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- (i) Mississippi Headwaters Board  
ATTN: Executive Director  
Address: 322 Laurel Street  
City/State: Brainerd  
Zip: 56401  
Email: [timt@mississippiheadwaters.org](mailto:timt@mississippiheadwaters.org)  
Telephone: (218)-824-1189

Notice shall be served by the following means:

- (a) by delivering it to the Party on whom it is to be served via email or US postal mail. Notice delivered in this manner shall be deemed received when actually delivered to such Party through these methods.

### 9.2 Governing Law, Jurisdiction, and Attorney's Fees

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota. Any dispute arising out of this Agreement shall be adjudicated in Crow Wing County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and reasonable attorney's fees from the other Party

### 9.3 Force Majeure

Neither Party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials

or power, and/or any other similar or different occurrence beyond the reasonable control of the Party so defaulting or delaying. The Party whose performance is prevented by any such occurrence shall notify the other Party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other Party of the cessation of such occurrence.

#### 9.4 Assignment

Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, provided that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party shall acquire all interest of such Party hereunder. Any prohibited assignment shall be invalid.

#### 9.5 Relationship

Each Party is an independent entity under the terms of this Agreement. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party. Except as otherwise provided or as may hereafter be established by a written agreement executed by authorized representatives of the Parties, all operational expenses incurred by either Party will be borne by the Party incurring the expense. Neither Party will hold itself out as, nor claim to be, an agent of the other Party and will not make any claim, demand, or application to or for any right or privilege applicable to an agent of the other Party.

#### 9.6 Indemnity

Each party agrees to defend, indemnify, and hold the other harmless from any and all claims and demands of Members or Participants, which may result from the negligence of the other in connection with its duties and responsibilities under this Agreement, unless such action is a result of intentional wrongdoing of the other party. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

#### 9.7 Limitations of Liability

Excepting the parties' indemnification obligations hereunder, neither party shall, by reason of termination of this Agreement or otherwise, be liable to the other party for any punitive, special, incidental, or consequential damages including, but not limited to the following: compensation or damages for loss of present or prospective profits or revenues; loss of actual or anticipated commissions on sales or anticipated sales; expenditures, investments, or commitments made in connection with the establishment, development, or maintenance of the selling representation created by this Agreement or in connection with the performance of obligations, regardless of the form of action, whether in contract, tort, or other legal theory. The foregoing limitation shall apply (A) even if such party has been advised of the possibility of such damages and (B) notwithstanding any failure of essential purpose of any limited remedy herein.

#### 9.8 Binding Effect

This Agreement binds and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

#### 9.9 Entire Agreement

The individuals signing this Agreement hereby represent that they are authorized, on behalf of their respective organizations, to execute this Agreement and the Agreement contains the entire understanding between the Parties concerning the subject matter.

#### 9.10 Severability

In the event that any of the terms of this Agreement are in conflict with any rule, law, statutory provision, or are otherwise unenforceable under the laws or regulations of any applicable government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement. This Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial harm to, or where the invalid or unenforceable provisions compromise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

#### 9.11 Waiver

Failure by either Party to take action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

#### 9.12 Successors

All rights and remedies of the Parties hereunder shall inure to the benefit of their successors and assigns.

#### 9.13 Amendments

This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled, or waived, in whole or in part, other than by written amendment signed by both Parties.

#### 9.14 Confidentiality

The Parties agree and understand that each Party that all information that each Party possesses shall be considered public unless such information qualifies as an exception under the Minnesota Government Data Practices Act. The Parties agree to not disclose Confidential Information and shall take all reasonable measures to enforce the obligation of confidentiality and use contained herein with respect to any of their employees or former employees who while in the employ of the Parties have access to Confidential Information. In the event of unauthorized disclosure of Confidential Information, the disclosing Party will indemnify, and hold the non-disclosing Party harmless from any and all claims, suits, fines, penalties, causes of action, damages, liabilities, expenses, and attorneys' fees incurred as a result of the disclosing Party's unauthorized disclosure of Confidential Information. The disclosing Party will be bound by, and will pay, the amount of any settlement, judgment, penalty, fine, and award as well as any and all costs, expenses, and attorneys' fees incurred by the non-disclosing Party as a result of the unauthorized disclosure.

#### 9.15 Reference to Articles, Provisions, and Sub-provisions

As used herein, reference to any Article, Provision, or Sub-provision shall be only with reference

to an Article, Provision, or Sub-provision of this Agreement unless specifically indicated otherwise.

9.16 Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

9.17 Execution and Delivery of Documents

Each of the Parties hereto, legal representatives, successors, and assigns shall do all things to execute and deliver any and all documents which may be necessary at any time to carry out and effectuate the terms and conditions of this Agreement.

9.18 Recitals and Schedules

The Parties hereby confirm and ratify the matters contained and referred to in the Recitals and this Agreement and agree that it and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement, notwithstanding that such Schedules may not be expressly referred to herein. If a conflict arises between any provision contained in this Agreement and any provision contained in any of the schedules hereto, the provisions of this Agreement shall prevail.

**ARTICLE 10. AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

**Mississippi Headwaters Board**

**Crow Wing Soil & Water Conservation Dist.**

By \_\_\_\_\_  
Authorized Signature-**Signed**

By \_\_\_\_\_  
Authorized Signature-**Signed**

By \_\_\_\_\_  
Name-**Printed**

By \_\_\_\_\_  
Name-**Printed**

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **U.S. Endowment Healthy Watersheds Consortium Grant Proposal Outline:**

### **Project Description:**

Located along the northern stretch of the Mississippi River in Central Minnesota, Camp Ripley is the primary National Guard Training Center for units from Minnesota, North Dakota, South Dakota, Wisconsin, Iowa, Ohio, and Illinois. The agricultural and forested lands surrounding Camp Ripley have enabled the installation to conduct aircraft, live fire, artillery, IED, and winter training with limited restrictions. The large unfragmented landscape protects water quality of the upper Mississippi River and four major watersheds that fall within the Sentinel Landscape; Crow Wing River, Mississippi River-Brainerd, Long Prairie River and Mississippi River-Sartell. Over 50 miles of the Mississippi River headwaters flow through the Camp Ripley Sentinel Landscape (CRSL). However, the rural character of the area is threatened by development that could significantly affect Camp Ripley's ability to fulfill its mission. Due to Camp Ripley's proximity to urban lands there is a strong threat of land being subdivided as well as the threat of encroachment; convert historic farms, ranches, and forested lands into other uses; and adversely affect one of the most ecologically rich environments and important source water areas in the Midwest.

The Morrison county Soil and Water Conservation District (SWCD) office is located in Little Falls, MN and falls within the CRSL. The Morrison SWCD has been an essential partner to the CRSL program since its creation in 2004. To date, nearly 25,000 acres have been permanently protected in this landscape thanks to the hard work of Morrison SWCD easement technicians, Camp Ripley staff and funding through the Board of Water and Soil Resources and the Land and Water Legacy Amendment.

Despite the great work that has been done within the Sentinel Landscape there is a substantial wait-list for landowners to get into either the Army Compatible Use Buffer (ACUB) or Lessard-Sams Outdoor Heritage Council (LSOHC) easement programs. There is a real need to increase landowner engagement and easement processing capacity within the Morrison SWCD office. We are requesting \$100,000 to leverage other funds through Pheasants Forever to hire a farm bill biologist. This person would work within the CRSL area on ACUB and LSOHC conservation easements, lift up the Mississippi Headwaters Board easement program, create specific conservation enhancement plans for already protected lands and do outreach for partner conservation programs including the Minnesota Forests for the Future Program through the Minnesota Department of Natural Resources.

### **Budget:**

Total cost of 3-year contract for farm bill biologist: \$130,000 (\$65,000/year)

U.S. Endowment Ask: \$72,000

25% or greater match for grant: \$25,000 from Pheasants Forever

NRCS: \$25,000 but will not qualify for direct match

District: \$7,500





## Mississippi Headwaters Board

Crow Wing County Land Service Bldg. - 322 Laurel St. - Brainerd, MN 56401

Web Site: [www.mississippiheadwaters.org](http://www.mississippiheadwaters.org)

1/25/2019

Mr. Peter Stangel  
Healthy Watersheds Consortium Program  
U.S. Endowment for Forestry and Communities

Dear Mr. Stangel,

On behalf of the Mississippi Headwaters Board, we offer our support for the Healthy Watershed Consortium proposal to protect the Mississippi Headwaters submitted by the Morrison Soil and Water Conservation District in Minnesota. The Morrison Soil and Water Conservation District (SWCD) is a critical partner working to implement watershed protection projects in the Mississippi Headwaters. The Morrison SWCD, in conjunction with Pheasants Forever, the Natural Resources Conservation Service and the Morrison County District, is working to hire a farm bill biologist to further land protection within the Camp Ripley Sentinel Landscape. Through collaborative engagement with partners the Morrison SWCD is enhancing locally-led conservation programs to protect water quality and ecosystem health. The Morrison SWCD's proposal to the Healthy Watersheds Consortium Grant Program will help to conserve water quality and wildlife habitat in the Mississippi Headwaters. The Mississippi Headwaters Board is in full support of this project because it advances the landscape goals within the Camp Ripley Sentinel Landscape. If awarded this grant, the new personnel capacity would be used to increase the number and scope of land and water protection projects within the central Minnesota landscape using effective protection strategies that are currently in place. The Morrison SWCD works collaboratively with partner organizations and agencies to develop the most effective land protection strategies in the most important places in the watershed. We support the Morrison SWCD's work in the Mississippi Headwaters and are confident that their staff are very capable and will meet the goals of this project. Thank you for considering this request from the Morrison SWCD, and please don't hesitate to contact me at [timt@mississippiheadwaters.org](mailto:timt@mississippiheadwaters.org) if we may provide additional information.

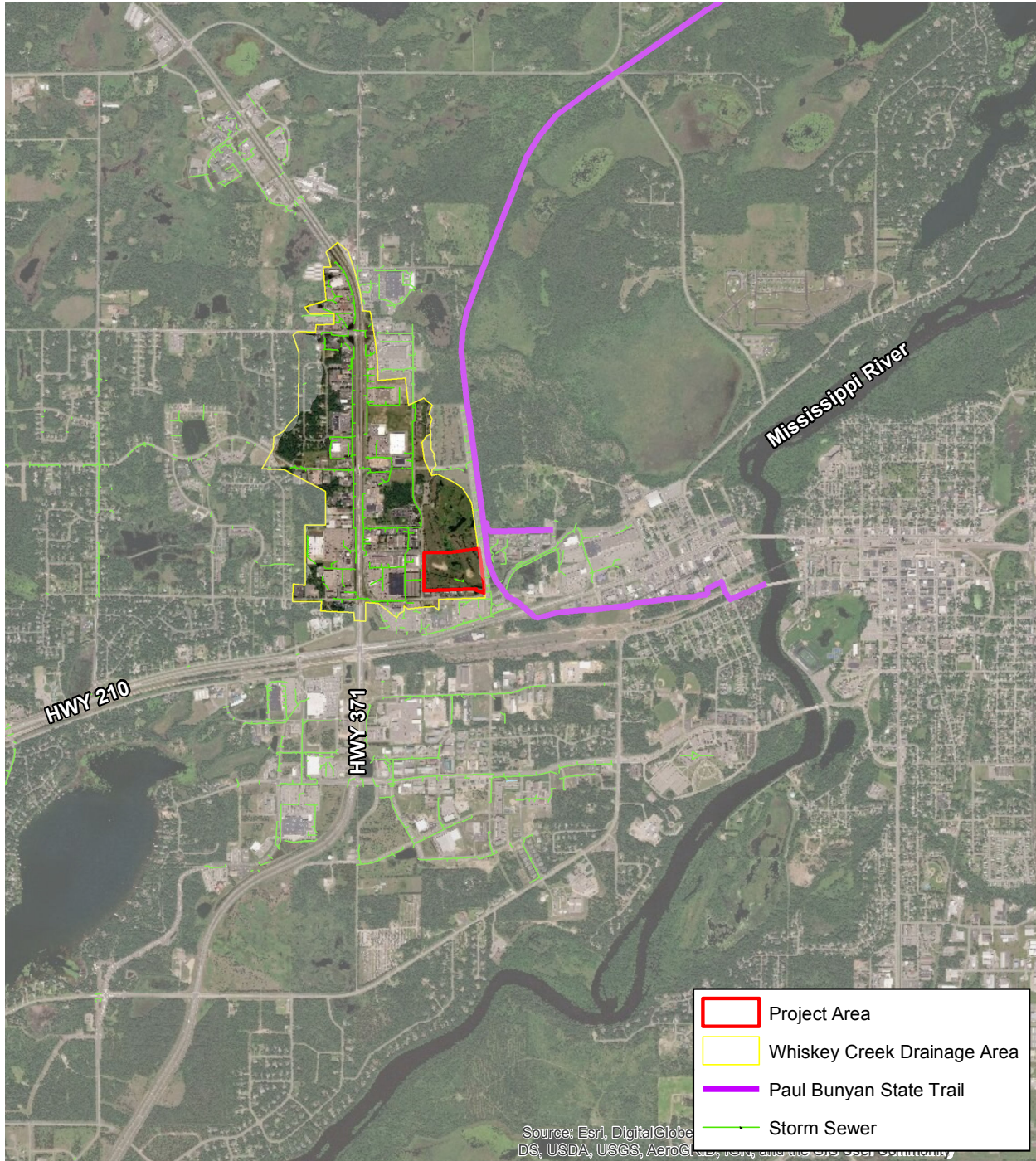
Sincerely,

Tim Terrill

Executive Director, Mississippi Headwaters Board

# Whiskey Creek Retrofit and Improvements Project

City of Baxter



# Whiskey Creek Retrofit and Improvements Project

City of Baxter



## Goals

- Retrofit Whiskey Creek with an innovative stormwater design to remove excess nutrients such as Total Phosphorus (TP) and Total Suspended Solids (TSS) before discharging into Mississippi River.
- Preliminary design exhibits a removal of 37% TP and 66% TSS for the drainage area of Whiskey Creek.
- Flood Risk Mitigation upstream and downstream of project area for the City of Baxter and local residents.
- Project area will convert abandoned golf course into a park and stormwater detention ponding area, increasing the recreational value with green space, and connections to Paul Bunyan Regional Trail and Northland Arboretum.
- Project area will increase habitat for fish, birds, and pollinators with new vegetation and habitat areas.

## History of Project Site

- Both commercial districts along TH 371 and north of TH 210 were constructed before current stormwater rules and regulations required water quality. This project would improve water quality of these two corridors before the stormwater discharges to the Mississippi River.
- During large storm events flooding and bank erosion occurs downstream in Northland Arboretum along Whiskey Creek.
- High groundwater tables, and low gradient change from drainage area to spill point, causing flooding and unmanaged stormwater ponding areas.
- Drainage area is 400 acres and discharges into the Mississippi River – 110 acres or 28% is within MNDOT Right of Way.
- Previous studies completed of the area were: Analysis of Sizing Requirements of the Parcel (Wildseth, Smith Noting, 2013), Whiskey Creek Subwatershed Water Quality Retrofit Analysis (HDR, 2013), Baxter Water Quality Project (HDR, 2014), Technical Memo (WSB, 2015).

## Natural Resources Need

- Whiskey Creek Project was ranked 2<sup>nd</sup> highest removal of phosphorus out of 59 Retrofit projects in the Mississippi Headwaters Board region study. Retrofit projects that were ranked included implementing pollution prevention practices as a water quality benefit to Mississippi River. The study included the cities of Aitkin, Baxter, Bemidji, Brainerd, Cass Lake, Cohasset, Grand Rapids, La Prairie, Little Falls, Palisade, Riverton, and Walker.
- This project would protect the drinking water of 21 billion gallons of water per year that is currently being pulled from the Mississippi River for water treatment facilities in the Twin Cities Metro area.
- Increase performance of removal of TP by additional drainage fixes along Excelsior Road.
- Reduction in flooding downstream in Northland Arboretum.
- Stabilize bank slopes within project area will decrease TSS entering downstream.

## Cost Estimate

- Seek financing in 2019 grants for land acquisition, final design, and construction cost in 2020. The City of Baxter has purchase agreement with land owner that expires in December 31, 2019.

## Baxter Whiskey Creek Recent Improvements

- Excelsior Road BMP's new outlet structure in 2015 – \$500,000
- Cyprus Drive BMP's in 2018 – \$100,000
- Baxter Drive BMP's in 2018 – \$100,000

Item	Cost
Final Design / Construction	\$1,050,000
Land Acquisition	\$500,000
Cost Total	\$1,550,000

## Current Conditions



## Concept Design



All financial activities of the Mississippi Headwaters Board are recorded and reported by the Cass County Auditor's Office, within the county's general fund. Cass County is audited annually by the Office of the State Auditor to provide reasonable assurances of compliance with standard practices of accounting.

### Accomplishments and activities of the Mississippi Headwaters Board

- 1980: MHB organized as board of county commissioners and two advisory committees; eight member counties adopt the Model Ordinance and Management Plan;
- 1981: Minnesota Legislature adopts Mississippi Headwaters Board ordinance and management plan, and establishes controls required by the United States Department of Interior. MHB begins monthly meetings. The MHB has a part-time executive director, fulltime secretary, and consultant to assist in day-to-day administration. Financial administration is provided by Cass County Auditor.
- 1982: County of Beltrami sues the Minnesota Department of Natural Resources (DNR) to be removed from the jurisdiction of the Mississippi Headwaters Board. District Court upholds the position that a state-mandated river protection program exists and determines that if the county does not participate in the Mississippi Headwaters Board program, the river will be managed by the Minnesota DNR.
- MHB reviews 37 zoning actions: 20 variances, 10 conditional use permits, 5 denials, 2 zoning amendments.
- 1983: MHB sues the Minnesota Pollution Control Agency for the placement of municipal sewage sludge in Mississippi River corridor in western Beltrami County. MPCA agrees to a management plan that places the material outside the river corridor.
- MHB reviews 12 zoning actions: 9 variances, 1 conditional use permits, 1 denial, 1 zoning amendment in the first six months of the year.
- 1984: Between July 1983 and December 1984, the Mississippi Headwaters Board issued eight variances from the required setback from the ordinary high water mark; three variances from required lot dimensions and two variances from sewage system location. The MHB issues five conditional use permits for roads; five conditional use permits for grading and filling and seven conditional use permits for mobile home placements and three conditional use permits for resort or recreational developments. MHB establishes internal audit and reporting procedures. Of the variances, 18 were from Beltrami County, mostly Lake Bemidji; 14 variances were from Morrison County, two from Aitkin County and one from Cass County.

1985: Consultant resigns and MHB establishes fulltime administrator position, modelled after county planning and zoning officers and land commissioners. MHB is represented on state committee establishing rules for Comprehensive Local Water Planning. Per changes in Minnesota statutes, the placement of mobile homes becomes a permitted use.

MHB reviews 20 zoning actions: 20 variances, 0 conditional use permits, 0 denials, 0 zoning amendments.

1986: MHB adopts personnel policies; MHB begins five year planning and review process. MHB calls meeting of the five agencies operating dams on the Mississippi Headwaters, to discuss consistency in seasonal operating strategies. MHB participates in Governor's Fishing Opener in Bemidji and supports Crow Wing Family Canoe Day in Brainerd.

MHB reviews 25 zoning actions: 15 variances, 8 conditional use permits, 0 denials, 2 zoning amendments.

1987: MHB joins state effort to seek funding from Legislative Commission on Minnesota Resources to initiate Comprehensive Local Water Planning. MHB joins state shoreland advisory committee. MHB produces two broadcast quality video programs, "Discover the Headwaters", a 12-minute look at attractions of the Mississippi Headwaters region; and "Managing the Mississippi", a 60-minute documentary examining protection of natural resources by local government. More than 300 people attend an MHB-organized inquiry into river protection with Itasca Community College.

MHB reviews 33 zoning actions: 23 variances, 6 conditional use permits, 1 denial, 3 zoning amendments.

1988: MHB collects and distributes data items to member counties required by Comprehensive Local Water Planning rules. MHB distributes information and calls public informational meetings as the drought intensifies and water appropriation from the Headwaters reservoirs is threatened. MHB initiates Headwaters Heritage program to recognize individual actions to promote stewardship of the lands and waters of the Mississippi River.

Recipients of the 1988 Headwaters Heritage Awards are: Don McCollum, Clearwater County; Sheldon Nelson, Hubbard County; Jim and Delores Ekstrom, Beltrami County; Lake Winnibigoshish Resort Owners, Cass County; Dr. George Licke, Itasca County; Margaret Adams, Aitkin County; Henry Fellerman and the 1986 Rabbit Lake Town Board, Crow Wing County; Robert Siegel, Morrison County. Lloyd Nesseth received a special award.

MHB reviews 36 zoning actions: 27 variances, 6 conditional use permits, 3 denials, 0 zoning amendments.

# Executive Director Report

December 2018- January 2019

## Personnel, Budget, Administration, Information & Education, Correspondence

1. Reviewed monthly budget.
2. Prepared monthly agenda packet.
3. Sent in monthly expense report.
4. Reviewed potential variances that may be coming before the Board next month.
5. Attended call in meetings with MPCA.
6. Invited Enbridge and HR Green for teleconference to discuss more areas of opportunity to utilize existing Enbridge funding.
7. Submitted final AIS report to the Initiative Foundation six months early. This was a grant we received back in 2015, and were required to execute a survey for four years to see if our project met expectations. Our surveys that were executed at boat accesses in various counties showed that people gained knowledge and were “very likely” to follow certain AIS prevention practices after watching Minnesota Traditions media.
8. Sent out MHB appropriation request letters.
9. The newly appointed DNR Commissioner is Sarah Strommen. She was Comm. Landwehr’s Asst. Comm. in the past and has attended MHB biennial conferences. She has a family cabin on Leech Lake.
10. Updated email list with 2019 MHB Representatives and Senators.
11. Sent out invoices for MN Traditions AIS social media program.
12. Sent in grant reimbursement to DNR for LSOHC funded proposal.

## Meetings & Networking

1. Set up Miss. River recreational planning meeting to discuss placement of consistent signage and marketing on the Miss. River. We can develop signage that is consistent with the MHB Comprehensive Plan and utilizes the Avenza app to track your route.
2. Talked with Shannon from Morrison SWCD about the historical society and a potential streambank stabilization project. She informed me that the historical society is seeking legislative funding at this point to help fix the issue. Should they not receive funding, they might approach the SWCD and look for environmental funds to help with the issue. If that were to occur, the MHB could convene a meeting with the stakeholders to look at discovering new avenues for funding.
3. Reviewed the Leech Lake River 1W1P document and provided comments on the 355 page plan. Talked with Chris Pence at the Board of Water & Soil Resources (BWSR) about Clean Water Funds and their future as 1W1P evolves over time. Approximately 80% of Clean Water Funds utilized by BWSR will be absorbed by the SWCD’s 1W1P and 20% will remain competitive. To provide you an example: \$13.7 M was recently granted by BWSR through 3 different grant structures. If all MN counties adopted a

1W1P, \$2.74 M (20%) would be available statewide for cities, counties, MHB, and other governmental entities to apply for competitively. This may limit the MHB's ability to leverage grants to accomplish our mission on a regional scale, and will guide us to work with SWCD's almost exclusively. Depending on scope of project I would work with 7 watersheds within and outside the MHB designated counties. I have done this before in my career and the planning is helpful to accomplish the goals. Administration time for SWCD will increase and staff will need to be hired to keep track of all the projects.

4. Sent out the Draft Comp. plan to the MHB Environmental Service Directors for review.
5. Held meeting with Enbridge and HR Green to look at other possibilities by the Mississippi River that meet our public/private partnership program criteria for risk reduction and water quality. Itasca county by the community college looks like a good conceptual spot to do more study on, so a conceptual fact sheet is being developed that list benefits, metrics, and cost to research it further.
6. Communicated with Sen. Rudd's legislative assistant, Jonathan Cotter, to reintroduce the MHB statute bill to the legislature. Because of the change from a Rep. House to a Dem. House, John Persell might carry the Bill. SF 16 has been introduced to the Senate on 1/10/19 by Sen. Rudd.
7. Attended the DNR Roundtable in Bloomington, MN. I was able to network with LSOHC members like Jane Kingston, David Hartwell, Rep, Leon Lillie, and Ron Schara to discuss with them our RAQ screening tool that helps us prospect for easements and acquisitions that have the highest habitat value. I was also able to talk with Bill Faber and Norman Moody about a potential LCCMR project the MHB might be applying for in the near future.
8. Set up meeting with Joel Larson and Susanne Hinrichs from UMN Extension to look at potential regional educational partnerships.
9. Attended Sentinel Landscape meeting and learned about expansion of 3 mile buffer in which easements will be implemented based on peak sound disturbance.