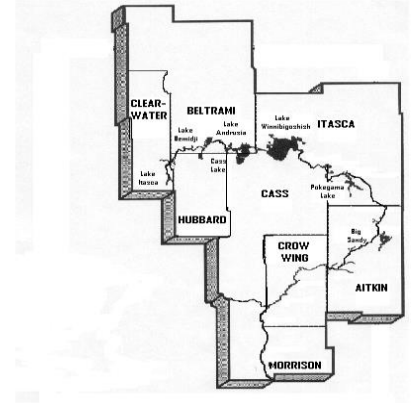




**Mississippi Headwaters Board
Meeting Agenda
Cass County Courthouse
Walker, MN
July 26, 2019
9:00 am**



9:00 AM

- Call to Order/Pledge of Allegiance

9:05 AM Approve/Amend

- Agenda
- Consent Agenda – June '19 Minutes & Expenses

Planning and Zoning (Actions)

- Cr7a19- Ronald Knode Variance

Action / Discussion Items:

- Biennial Report
- Canoe Day Poster
- LCCMR Grant Approval
- Outreach Coordinator Contract between MHB and TNC
- LSOHC Commissioner Attendance 9/4-9/5
- Executive Director's Report

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

Meeting Adjourned - Thank you

Mtgs:

August 23, '19, 9:00 AM – MHB Board Meeting- Walker, MN
August 3, '19- 9:00 AM- Canoe Day, Kiwanis Park- Brainerd

Attachment 1 & 2

Draft Minutes

Monthly Expenses

Mississippi Headwaters Board
June 28, 2019
Cass County Courthouse
Walker, MN 56484

MEETING
MINUTES

Members present: Craig Gaasvig (Beltrami), Ted Van Kempen (Hubbard), Mike Wilson (Morrison), Davin Tinquist (Itasca), Steve Barrows (Crow Wing), Anne Marcotte (Aitkin), Dean Newland (Clearwater), and Tim Terrill (Executive Director).

Others Present: Amy Kowalzek (via phone), Katie Kostohryz (Crow Wing), Kaylie Skinner (The Nature Conservancy).

M/S (Tinquist/Barrows) to approve of the agenda. Motion Carried.

M/S (Gaasvig/Van Kempen) to approve of the consent agenda. Motion Carried.

Planning & Zoning

M6a19- Arnold Variance. Amy Kowalzek from Morrison County planning and zoning presented the case before the board via phone. Amy explained that Mr. Arnold wants to expand an existing nonconforming structure and add an addition to bring the wall under the five foot overhang on the front of the house West 44 inches out to 16 inches from the edge of the roof, leaving a 16 inch soffit. The width of the addition will be 27 ft. 6 in. measured from the South edge of the existing deck. Impervious surface will be 16.6% and has a compliant waste system. **M/S (Gaasvig/Van Kempen) to approve of the Arnold variance. Motion Carried.**

Cr6a19- Luke Christiansen Variance. Tim provided the context that back in 1989 the MHB approved of a setback for the house of 75 feet for the landowner. After the variance was approved, nothing was constructed, and the land was sold around 2017 to Mr. Christiansen. Mr. Christiansen purchased the land from the previous owner and moved some dirt to prepare the land for building a house and driveway. The dirt moving exceeded amount allowed by the MHB comp plan and a driveway was constructed that was not mentioned in the 1989 approved variance. Vegetation removal exceeded the allowed 15% limit of the MHB Comp. plan. Katie Kostohryz from Crow Wing county explained that the Crow Wing Board of Adjustment approved of the After the Fact variance for intensive vegetation removal of 25%, where 15% is allowed per the MHB Comp. plan for placement of a driveway, dwelling, and patio site. They also approved of an additional 1% totaling 26% vegetation removal for an 8-foot wide path to the Mississippi River. Katie explained to the MHB that a driveway was constructed by a contractor, but it was in the wrong spot, so a new driveway would be built and the old one left alone. There was some discussion by the Board of Adjustment about the restoration or removal of the existing driveway, but they did not feel that it would be necessary. The MHB board reviewed the packet and Comm. Barrows stated that Crow Wing has an issue with After the Fact variances. He stated that he would bring it up with the Crow Wing county board, and that responsibility should be placed on the landowner. MHB board members discussed if any condition was placed on the existing driveway once a new driveway was built. Katie said that there was no condition placed on it. Comm. Gaasvig brought up that there is an existing plan to deal with erosion on the site that was developed by the

Crow Wing SWCD, but nothing is written in the conditions by the board of adjustment to follow that plan. **M/S (Barrows/Marcotte) to certify the Christiansen Variance with the condition that only one driveway be built, and that the existing constructed driveway be revegetated and follow the 9/30/18 Christiansen Vegetation Restoration & Stabilization Project Plan developed by the Crow Wing Soil & Water Conservation District. Motion Carried.**

Action/Discussion Items

1. Notification letter to GBAJPB- Tim produced a letter to be sent on 8/1/19 to help notify the GBAJPB about the statute change. Comm. Marcotte suggested that some language be added that states it will take effect on 8/1. The board agreed that this would be a good idea.
2. Biennial conference tentative agenda- Tim presented the board with a preliminary agenda for the November biennial conference. The board discussed that they should meet at 8 am and try to finish around 8:30 am.
3. Aitkin Recreational sign project- Tim presented a ppt. that will be shown at the biennial conference showing how and why a signed recreational trail was created on the Miss. River in Aitkin county. Tim explained that he will be going to all the Land Commissioners and providing them with this model so that they could think about doing something similar in their county. The board agreed that it was a good idea and encouraged Tim to pursue the idea with other counties.
4. Brainerd Riverfront Committee- Tim said that he is taking the Aitkin sign project to the Brainerd Riverfront Committee in July to discuss the idea with them. He thought that since Canoe Day is held in Brainerd every year, and the Riverfront Committee was chosen by the city council to look for ideas to improve the Miss. River, that this would be very helpful. It promotes the protection of the Miss. through civic and recreational engagement.
5. Comprehensive Plan- Tim explained that he had a 30 day comment period posted in all the 8 MHB county newspapers for citizens to comment on the 2019 Comp. Plan. No comments were received. Tim then presented a ppt. which he will give at the biennial conference explaining the process and methods used to develop the Comp. plan.
6. Executive Director's Report
 - a. Tim explained that he set up county board meeting dates in July and August for approval of the 20129 Comp. plan.
 - b. Tim added to the MHB website a study done by BSU that shows how property values increase with water quality. This study was done back in 2003 and commissioned by the MHB.
 - c. Tim discussed how he held an AIS coordinators meeting last month and the discussion was positive toward video production and an article writing campaign.
 - d. Tim discussed with Ben Olson who does city planning for Little Falls to discuss the Comp. plan regarding non-conforming lots.
 - e. Tim attended the North Central Landscape committee meeting and connected with UPM Blandin about some parcels that they are interested in selling. It may lead to an acquisition or easement if it fits our criteria.
 - f. Tim had a phone call with Aitkin economic development director Ross Wagner to discuss the Aitkin sign project. Ross is interested in doing something on the Ripple river, and I gave him the design of what our signs on the Miss. River will look like to help provide him with a consistent signage. This is at the conversation stage and it will be interesting to see how it develops.
 - g. Tim attended the LCCMR meeting at the State Office Building in St. Paul to present the Baxter Whiskey Creek proposal before the council. He thinks it went well and that the MHB will get the grant because discussion occurred before they met with the council. The MHB will find out in July if they received the grant.

Legislative & County Updates- Comm. Wilson discussed that due to the fact that Morrison county is very diverse across the county; the county is going to townships and allowing them to decide on different zoning standards for them to decide, pick and follow. Comm. Marcotte explained that the bridge in Jacobson has riprap falling into the Miss. River and she is checking with MNDot to see if there is funding for repair.

M/S (Barrows/Van Kempen) to adjourn. Motion carried.

Chairman Mike Wilson

Executive Director Tim Terrill

April Budget Summary

<u>Expenses:</u>	<u>Amount</u>	<u>Explanation</u>
Salaries/Benefits	\$7,604.01	reimbursed by Gov. grant
MHB board Per Diem		reimbursed by Gov. grant
Hotel/Meals/travel exp.	\$26.82	reimbursed by Gov. grant
MHB Mileage		reimbursed by Gov. grant
Employee Mileage	\$391.11	reimbursed by Gov. grant
Professional Services	\$25,229.00	everything in this line item is reimbursed by the grants below except \$20,561.22
Office supplies/operations	\$580.96	reimbursed by Gov. grant
Total	\$33,831.90	

<u>Revenues:</u>	<u>Amount</u>	<u>Explanation</u>
Governor's DNR grant		non competitive quarterly reimbursement
MPCA water testing	\$729.00	competitive monthly reimbursement
LSOHC grant		competitive quarterly reimbursement \$1,784.79 went to MHB.
Miscell. other revenue		competitive reimbursed for Cass AIS support, and Initiative Foundation
County Support		non competitive annual reimbursement
Total	\$729.00	

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2019 06 TO 2019 06

P 1
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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
74	10001	Cash & Pooled Investments							
						SOY BALANCE		328,985.03	
						PER 01	-1,932.67	327,052.36	
						PER 02	34,775.58	361,827.94	
						PER 03	-3,813.66	358,014.28	
						PER 04	-43,929.80	314,084.48	
						PER 05	21,666.47	335,750.95	
19/06	174 06/04/19	APP A0604					-21,582.19	314,168.76	
	A060419								
19/06	175 06/04/19	APP C0604					-581.18	313,587.58	
	C060419								
19/06	478 06/07/19	PRJ					-3,812.81	309,774.77	
19/06	750 06/11/19	APP A0611					-12.74	309,762.03	
	A061119								
19/06	1160 06/18/19	APP A0618					-932.48	308,829.55	
	A061819								
19/06	1161 06/18/19	APP C0618					-1.91	308,827.64	
	C061819								
19/06	1168 06/18/19	GNI MAY					-941.78	307,885.86	
	WF PCARD	SYSTEM GENERATED DUE TO LINE							
19/06	1373 06/21/19	PRJ					-3,846.20	304,039.66	
19/06	1380 06/03/19	GNI					1,142.69	305,182.35	
	ST OF MN	SYSTEM GENERATED DUE TO LINE							
19/06	1528 06/04/19	GEN					4,133.31	309,315.66	
	ST OF MN	SYSTEM GENERATED DUE TO LINE							
19/06	1565 06/18/19	GNI					2,361.13	311,676.79	
	ST OF MN	SYSTEM GENERATED DUE TO LINE							
19/06	1755 06/25/19	APP A0625					-2,176.59	309,500.20	
	A062519								
19/06	2075 06/30/19	GEN					-525.00	308,975.20	
	RECURRING	DUE TO / DUE FROM							
		LEDGER BALANCES --- DEBITS:		64,079.18		CREDITS:	-84,089.01	NET:	-20,009.83

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2019 06 TO 2019 06

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ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
19/06	478	06/07/19	PRJ PR0607	1190607	1190607			3,812.81	161,110.61	
	PAY060719	WARRANT=190607	RUN=1	BI-WEEKL						
19/06	746	06/11/19	API B 3701					12.74	161,123.35	
	W A061119									
19/06	904	06/18/19	API B 3713					1.91	161,125.26	
	W C061819									
19/06	1159	06/18/19	API B 3719					932.48	162,057.74	
	W A061819									
19/06	1168	06/18/19	GNI MAY					941.78	162,999.52	
	WF PCARD									
19/06	1373	06/21/19	PRJ PR0621	1190621	1190621			3,846.20	166,845.72	
	PAY062119	WARRANT=190621	RUN=1	BI-WEEKL						
19/06	1753	06/25/19	API B 3746					2,176.59	169,022.31	
	W A062519									
19/06	2075	06/30/19	GEN					525.00	169,547.31	
	RECURRING									
	LEDGER BALANCES --- DEBITS:		169,547.31			CREDITS:	.00	NET:	169,547.31	
74	38500	Revenues				SOY BALANCE			.00	
						PER 01		-19,985.11	-19,985.11	
						PER 02		-44,214.54	-64,199.65	
						PER 03		-10,052.99	-74,252.64	
						PER 04		-32,605.29	-106,857.93	
						PER 05		-35,347.67	-142,205.60	
19/06	1380	06/03/19	GNI					-1,142.69	-143,348.29	
	ST OF MN									
19/06	1528	06/04/19	GEN					-4,133.31	-147,481.60	
	ST OF MN									
19/06	1565	06/18/19	GNI					-2,361.13	-149,842.73	
	ST OF MN									
	LEDGER BALANCES --- DEBITS:		.00			CREDITS:	-149,842.73	NET:	-149,842.73	

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2019 06 TO 2019 06

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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	53180	Environmental Assistance /MPCA								
							REVISED BUDGET		.00	
					PER 01		-359.25	-359.25		
					PER 02		-953.66	-1,312.91		
					PER 03		-1,480.99	-2,793.90		
19/06	1380 06/03/19	GNI					-1,142.69	-3,936.59		
	ST OF MN INV 34									
19/06	1528 06/04/19	GEN					-4,133.31	-8,069.90		
	ST OF MN INV 35									
19/06	1565 06/18/19	GNI					-2,361.13	-10,431.03		
	ST OF MN INV 36									
	LEDGER BALANCES --- DEBITS:		.00		CREDITS:		-10,431.03	NET:	-10,431.03	
74830	61000	Salaries & Wages - Regular								
							REVISED BUDGET		.00	
					PER 01		5,136.04	5,136.04		
					PER 02		5,205.92	10,341.96		
					PER 03		7,808.88	18,150.84		
					PER 04		5,205.91	23,356.75		
					PER 05		5,205.92	28,562.67		
19/06	478 06/07/19	PRJ PR0607 1190607	1190607				2,602.96	31,165.63		
	PAY060719	WARRANT=190607	RUN=1 BI-WEEKL							
19/06	1373 06/21/19	PRJ PR0621 1190621	1190621				2,602.96	33,768.59		
	PAY062119	WARRANT=190621	RUN=1 BI-WEEKL							
	LEDGER BALANCES --- DEBITS:		33,768.59		CREDITS:		.00	NET:	33,768.59	
74830	61200	Active Insurance								
							REVISED BUDGET		.00	
					PER 01		1,647.16	1,647.16		
					PER 02		1,647.16	3,294.32		
					PER 03		1,650.16	4,944.48		
					PER 04		1,648.16	6,592.64		
					PER 05		1,648.16	8,240.80		
19/06	478 06/07/19	PRJ PR0607 1190607	1190607				834.89	9,075.69		
	PAY060719	WARRANT=190607	RUN=1 BI-WEEKL							
19/06	1373 06/21/19	PRJ PR0621 1190621	1190621				813.27	9,888.96		
	PAY062119	WARRANT=190621	RUN=1 BI-WEEKL							
	LEDGER BALANCES --- DEBITS:		9,888.96		CREDITS:		.00	NET:	9,888.96	

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2019 06 TO 2019 06

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ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	61300		Employee Pension & FICA							
								REVISED BUDGET		.00
						PER 01		743.17	743.17	
						PER 02		753.77	1,496.94	
						PER 03		1,148.10	2,645.04	
						PER 04		753.76	3,398.80	
						PER 05		753.76	4,152.56	
19/06	478	06/07/19	PRJ PR0607	1190607	1190607			374.96	4,527.52	
			PAY060719 WARRANT=190607 RUN=1 BI-WEEKL							
19/06	1373	06/21/19	PRJ PR0621	1190621	1190621			374.97	4,902.49	
			PAY062119 WARRANT=190621 RUN=1 BI-WEEKL							
			LEDGER BALANCES --- DEBITS:		4,902.49	CREDITS:		.00	NET:	4,902.49
74830	62100		Telephone							
								REVISED BUDGET		.00
						PER 01		58.56	58.56	
						PER 02		61.77	120.33	
						PER 03		57.88	178.21	
						PER 04		55.00	233.21	
						PER 05		61.00	294.21	
19/06	904	06/18/19	API 006205		102136	19061		1.83	296.04	
			W C061819 JUNE CTC & 5/19 - 5/19 LD CALL CONSOLIDATED TELECOM							
19/06	904	06/18/19	API 006205		102136	19061		.08	296.12	
			W C061819 JUNE CTC & 5/19 - 5/19 LD CALL CONSOLIDATED TELECOM							
19/06	1373	06/21/19	PRJ PR0621	1190621	1190621			55.00	351.12	
			PAY062119 WARRANT=190621 RUN=1 BI-WEEKL							
			LEDGER BALANCES --- DEBITS:		351.12	CREDITS:		.00	NET:	351.12
74830	62990		Prof. & Tech. Fee - Other							
								REVISED BUDGET		.00
						PER 01		8,300.66	8,300.66	
						PER 02		882.50	9,183.16	
						PER 03		2,113.49	11,296.65	
						PER 04		67,907.34	79,203.99	
						PER 05		5,192.31	84,396.30	
19/06	173	06/04/19	API 101308		101317	18969		1,582.19	85,978.49	
			W A060419 WSN INVOICE 36 WIDSETH SMITH NOLTIN							
19/06	173	06/04/19	API 004145		101320	1916012		20,000.00	105,978.49	
			W A060419 BRAINERD STORM WATER RETROFIT CITY OF BRAINERD							

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2019 06 TO 2019 06

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ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
19/06	746	06/11/19	API 105150		101857	19043		12.74	105,991.23	
	W A061119	AD 944556			ECM PUBLISHERS INC					
19/06	1159	06/18/19	API 002876		102147	19132		251.50	106,242.73	
	W A061819	PACE LABS #37			PACE ANALYTICAL SERV					
19/06	1159	06/18/19	API 002876		102148	19132		503.00	106,745.73	
	W A061819	PACE LABS #37			PACE ANALYTICAL SERV					
19/06	1159	06/18/19	API 002876		102149	19132		154.50	106,900.23	
	W A061819	PACE LABS # 37			PACE ANALYTICAL SERV					
19/06	1159	06/18/19	API 100085		102152	1916375		23.48	106,923.71	
	W A061819	HUBBARD PUBLIC NOTICE			FORUM COMMUNICATIONS					
19/06	1753	06/25/19	API 101308		102768	19190		2,176.59	109,100.30	
	W A062519	WSN INVOICE 37			WIDSETH SMITH NOLTIN					
19/06	2075	06/30/19	GEN					525.00	109,625.30	
		RECURRING FINANCIAL SERVICE								
LEDGER BALANCES --- DEBITS:				109,625.30	CREDITS:		.00	NET:	109,625.30	
74830	63320	Employee Mileage			REVISED BUDGET					.00
					PER 01			342.32	342.32	
					PER 02			290.23	632.55	
					PER 03			381.29	1,013.84	
					PER 04			426.30	1,440.14	
					PER 05			186.64	1,626.78	
19/06	1168	06/18/19	GNI MAY					103.82	1,730.60	
	WF PCARD	1434 - Upper Miss 1W1P advisor			TIM TERRILL-OOP					
19/06	1168	06/18/19	GNI MAY					28.65	1,759.25	
	WF PCARD	1434 - Sentinel landscape MTG			TIM TERRILL-OOP					
19/06	1168	06/18/19	GNI MAY					133.98	1,893.23	
	WF PCARD	1434 - Clearwater & Beltrami			TIM TERRILL-OOP					
19/06	1168	06/18/19	GNI MAY					28.65	1,921.88	
	WF PCARD	1434 - Sentinel landowner			TIM TERRILL-OOP					
19/06	1168	06/18/19	GNI MAY					36.42	1,958.30	
	WF PCARD	1434 - Morrison DRT MTG			TIM TERRILL-OOP					
19/06	1168	06/18/19	GNI MAY					59.39	2,017.69	
	WF PCARD	1434 - MHB monthly MTG			TIM TERRILL-OOP					
LEDGER BALANCES --- DEBITS:				2,017.69	CREDITS:		.00	NET:	2,017.69	

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Crow Wing County
ACCOUNT DETAIL HISTORY FOR 2019 06 TO 2019 06

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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	63340	Hotel & Meals Travel Expense								
							REVISED BUDGET		.00	
					PER 01		191.11	191.11		
					PER 02		9.47	200.58		
					PER 03		23.06	223.64		
					PER 04		34.06	257.70		
19/06	1168 06/18/19	GNI MAY					4.30	262.00		
	WF PCARD	supper FRO sentinel l&scape TIM TERRILL-COSTCO WHSE #1122								
19/06	1168 06/18/19	GNI MAY					9.70	271.70		
	WF PCARD	lunch FRO acquisition MTG TIM TERRILL-MCDONALD'S F18824								
19/06	1168 06/18/19	GNI MAY					8.94	280.64		
	WF PCARD	upper Miss. lWlP MTG TIM TERRILL-SUBWAY 00069120								
19/06	1168 06/18/19	GNI MAY					3.88	284.52		
	WF PCARD	mhb snack TIM TERRILL-SUPER ONE FOODS #45								
	LEDGER BALANCES --- DEBITS:		284.52		CREDITS:	.00	NET:	284.52		
74830	64090	Office Supplies								
							REVISED BUDGET		.00	
					PER 01		5.51	5.51		
					PER 03		45.85	51.36		
					PER 04		5.16	56.52		
					PER 05		3.39	59.91		
19/06	1168 06/18/19	GNI MAY					400.00	459.91		
	WF PCARD	reserving room for biennial co TIM TERRILL-CHASE ON THE LAKE								
19/06	1168 06/18/19	GNI MAY					124.05	583.96		
	WF PCARD	printer ink TIM TERRILL-OFFICEMAX/DEPOT 6590								
	LEDGER BALANCES --- DEBITS:		583.96		CREDITS:	.00	NET:	583.96		
	GRAND TOTAL --- DEBITS:		421,494.05		CREDITS:	-270,502.45	NET:	150,991.60		

69 Records printed

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

Planning and Zoning

Crow Wing Knode Variance

09. Variance Application
Permit # _____

Crow Wing County
326 Laurel St.
Brainerd, MN 56401

Property Information

Selected:

Legacy PIN	PIN	Township	Lake	Physical Address	Owner	Owner Address	Section Township Range	Zoning District(s)	Acres
851050020010009	85340513	PERRY LAKE TOWNSHIP	MISSISSIPPI RIVER	21515 COUNTY ROAD 11 CROSBY , MN 56441	KNODE, RONALD C & TRACY A	619 SECOND ST NW	S:34.00000000 T:136.00000000 R:26.00000000	SD	0.81

Are you the property owner? Yes

Landowner Contact information:

Name: Ronald Knode

Phone: (952) 412 - 8958

Email Address: rtknode@comcast.net


Mailing Address: 619 2nd street NW
New Prague MN 56071

Required Information

Please provide info about your existing septic system: Inspected within the last 3 years

If septic is proposed or being upgraded, is septic design on file with CWC? Not applicable / no new septic

Did you attend a Development Review Team (DRT) meeting? No


To submit septic information, please choose file(s) and click the black button:
File 1:  19-039_Ron_Knode_Inspection_Crow_Wing_Co_.pdf

Project Specifics

Please indicate type of variance(s) requested: Lake / River Setback

Please explain your request: We need a variance of 18 feet or less from the ordinary high water mark in order to add a four season porch with a six foot deck.

Is survey already on file with Crow Wing County? No

If not on file, please attach survey:
File 1:  Certified_Survey_with_addition.pdf

Findings of Fact

1. Is the property owner proposing to use the property in a reasonable manner not permitted by the Land Use Ordinance? Why?	Yes we need a variance to add onto our current home and would bring us out of compliance with the OHW set back.
2. Is the need for a Variance due to circumstances unique to the property and not created by the property owner? Why?	Yes. We built the home as close to the front set backs as possible which also included the set backs for the well and septic. This left us just at the 150 foot OHW without building a deck or porch off the back of the house.
3. Will the issuance of a Variance maintain the essential character of the locality? Why?	Yes. We will still be 80.6 feet or more from the bluff. The two properties west of our lot are both much closer to the bluff and the OHW.
4. Does the need for a Variance involve more than economic considerations? Why?	Yes, the property will no longer be seasonal. We need the extra square footage. Also without the variance the market value of the property would be negatively affected.
Is this an after-the-fact application?	No

Terms & Conditions

No decisions were made on an applicant's request at the DRT meeting. Submittal of an application after DRT does not constitute approval. Approval or denial of applications is determined by the Planning Commission/Board of Adjustment at a public meeting as per Minnesota Statute 394 and the Crow Wing County Land Use Ordinance.

Invoice 04/15/2019

Charge	Cost	Quantity	Total
Recording Fee added 04/28/2019 11:40 AM	\$46.00	x 1	\$46.00
Variance Application Fee added 04/28/2019 11:40 AM	\$500.00	x 1	\$500.00
Grand Total		Total	\$546.00
		Due	\$546.00

Approvals

Approval	Signature
Applicant	Ronald C. Knode - 04/28/2019 11:41 AM 3605ee44667dc0b415426cf428df9f1f 1b8f56327afd9abc09e7a86491021c13
#1 Environmental Services Staff (Reviewed)	
#2 Board Approval	

Public Notes

Text:
File(s):

Internal Notes

Text: Allison spoke with Ron and he has applied for May 6th DRT. He was confused and applied for Variance first. Told him to keep application in system and if he decides to not move forward we will refund the \$546.00. I have printed a copy of this application to make available at DRT. ACR
File(s):



PLANNING COMMISSION/BOARD OF ADJUSTMENT
July 18, 2019
5:00 P.M.

Historic Court House, 3rd Floor, County Board Room
326 Laurel Street, Brainerd MN 56401
(218) 824-1010, Fax (218) 824-1126, Web: www.crowwing.us

PUBLIC HEARING INFORMATION

Applicant: Ronald and Tracy Knode

Site Location: 21515 County Road 11, Crosby, MN 56441, Perry Lake Township

Parcel Number(s): 85340513

Request: Variance for setback from the Ordinary High Water Mark of the Mississippi River to build a 4-season porch and deck.

Notification: Pursuant to Minnesota Statutes Chapter 394, and the Crow Wing County Land Use Ordinance, you are hereby notified of a public hearing before the Crow Wing County Planning Commission and Board of Adjustment. Property owners have been notified according to MN State Statute 394.26 & published in the Brainerd Daily Dispatch. Please share this notice with any of your neighbors who may not have been notified by mail.

Information: The final information packet will be available for review after July 11, 2019 at <http://crowwingcountymn.igmp2.com>. Please submit your comments in writing including your name and mailing address to (landservices@crowwing.us). Any comments received prior to July 11, 2019, will be included in the online information packet provided to the Board Members. Any comments received after July 11, 2019, will be presented to the Board Members at the July 18, 2019 meeting. Please contact Land Services with any questions.

CERTIFICATE OF SURVEY

OF LOT 1 BLOCK TWO, INDIAN JACK CROW WING COUNTY, MINNESOTA

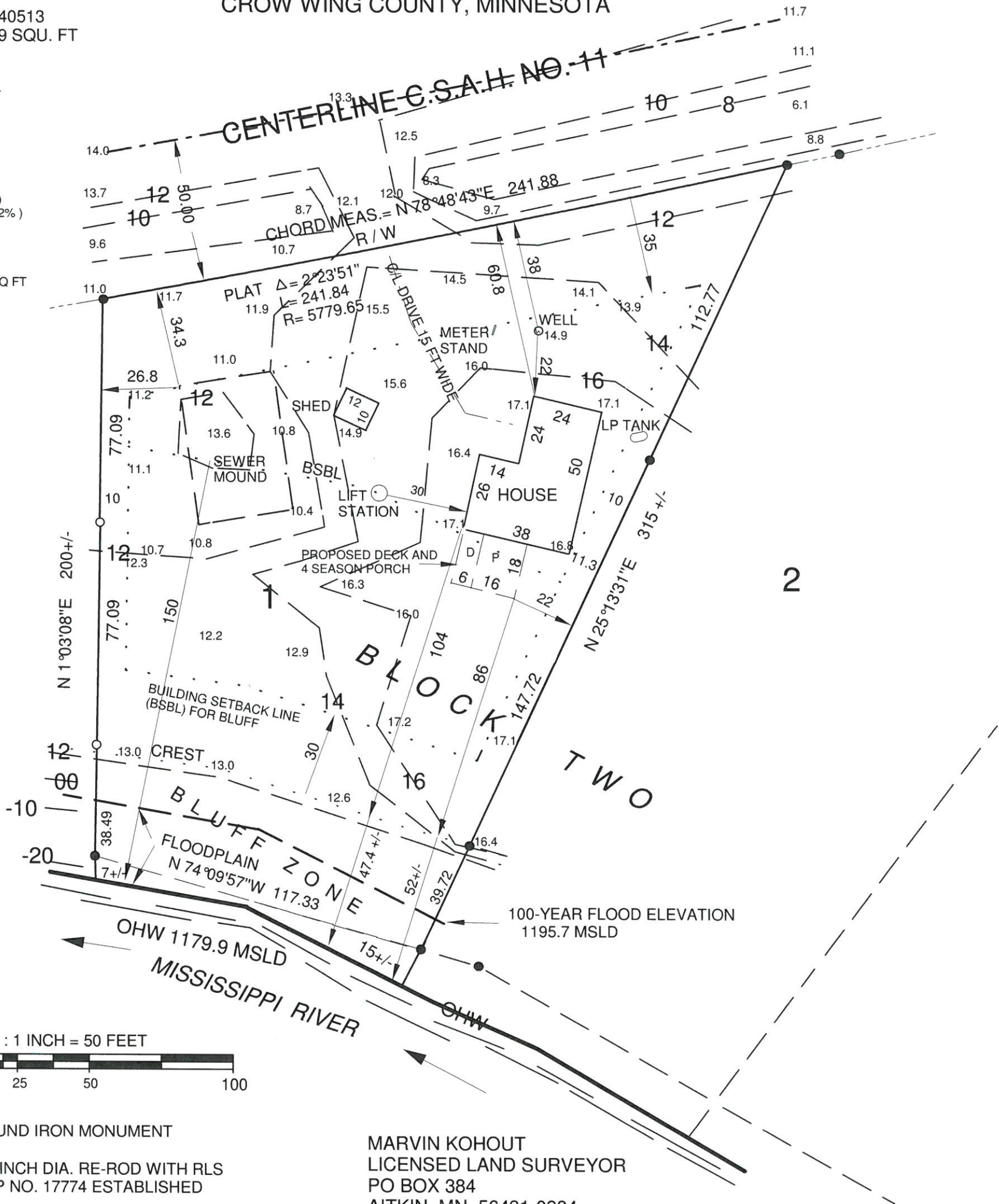
PARCEL NO. 85340513
LOT AREA 40719 SQU. FT

LOT AREA 40719 SQ FT

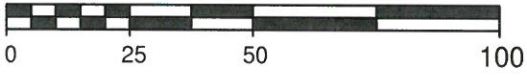
IMPERVIOUS COVERAGE

DRIVE 1275 SQ FT (3.1%)
SHED 120 SQ FT (0.3%)
HOUSE 1564 SQ FT (3.8%)
SUBTOTAL 2704 SQ FT (7.2%)
ADDITION 396 SQ FT (1%)
TOTAL 3100 SQ FT (8.2%)

BUILDABLE AREA 20,330 SQ FT



SCALE : 1 INCH = 50 FEET



- FOUND IRON MONUMENT
- 3/8 INCH DIA. RE-ROD WITH RLS
CAP NO. 17774 ESTABLISHED

BEARING DATUM IS BASED ON THE CROW WING COUNTY COORDINATE SYSTEM

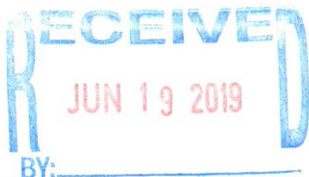
- 12- CONTOUR LINE (ADD 1200 TO GET MSLD)
- 12.3 SPOT ELEVATION (ADD 1200 TO GET MSLD)

MARVIN KOHOUT
LICENSED LAND SURVEYOR
PO BOX 384
AITKIN, MN 56431-0384
218-927-5452

I HEREBY CERTIFY THAT THIS SURVEY PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

MARVIN R. KOHOUT

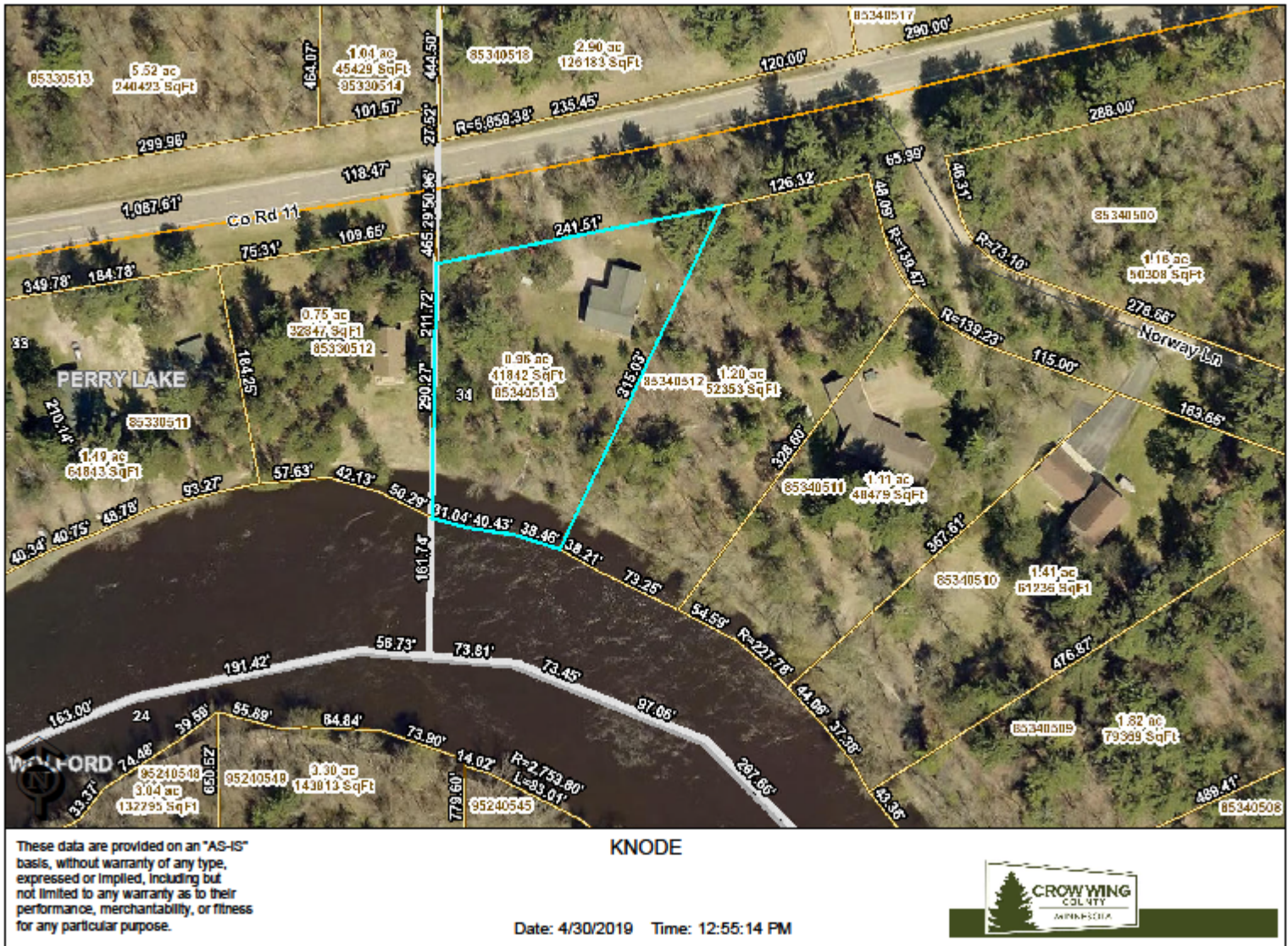
DATE 19 JUNE 2019 LIC. NO. 17774



Ronald and Tracy Knode Property Permit History

Parcel 85340513 0.96 Acres

- The property is classified as Shoreland District, **Mississippi River**
- January 2002 – Permit to place seasonal 8x21 travel trailer; self-contained septic, can be placed up to 180 days per year each year
- February 2002 – Septic permit
- May 2002 – CI
- March 2005 – Permit to construct 26x38 dwelling with 8x38 deck, 3x10 deck/entry and attached 24x24 garage, 10x12 shed to connect to sewer permit #0227190
- April 2019 - CI









ACR 4/30/2019



ACR 4/30/2019





Crow Wing County – Board of Adjustment

Summary of Record

Ronald and Tracy Knode – 21515 County Road 11, Crosby, MN; Located in Lot 1 Block 2, of Section 34, Township 136, Range 26, Crow Wing County, Minnesota.

Parcel Number: 85340513

Variance requests for:

1. An OHW setback of 138 feet to proposed addition, where 150 feet is required.

To Construct:

- A 288 square foot four-season covered porch
- A 108 square foot deck

Chronology of events:

- May 6, 2019 – Development Review Team Meeting
- April 28, 2019 – Application submitted, incomplete survey
- July 5, 2019 – On-site notice published in local newspaper
- July 11, 2019 – Board of Adjustment on-site
- July 5, 2019 – Published in local newspaper
- July 3, 2019 – Notices sent out
- July 18, 2019 – Board of Adjustment Meeting – Decision made to approve the Variance Request for OHW

Packet Information:

- Notice of Hearing
- Staff Report
- Certificate of Survey
- Variance application
- Aerial Photos, FEMA, LUM, and TOPO
- Septic Compliance Form
- Onsite Photos
- Findings of Fact Questions

Correspondence:

- Letter of recommendation received 05-14-19 from Perry Lake Township
- Email stating no concerns with request, received 07-09-19 from County Highway Department
- Comment received from property owners 06-21-19

FINDINGS OF FACT

SUPPORTING / DENYING A VARIANCE REQUEST

A Variance may be granted by the Board of Adjustment when it is found that strict enforcement of the Land Use Ordinance will result in a "practical difficulty" according to Minnesota Statute 394.27 Subdivision 7. The Board of Adjustment should weigh each of the following questions to determine if the applicant has established that there are "practical difficulties" in complying with regulations and standards set forth in the Land Use Ordinance.

1. Is the Variance request in harmony with the purposes and intent of the Ordinance?

Yes No

Why?

- **The County Ordinance allows property owners to develop and improve their property**
- **The Ordinance allows for the expansion of non-conforming structures through the variance process outlined in Article 8 of the County Land Use Ordinance**

2. Is the Variance consistent with the Comprehensive Plan?

Yes No

Why?

- **The County's Comprehensive Plan encourages residential development that provides housing options for different socio-economic groups (Page 42)**

3. Is the property owner proposing to use the property in a reasonable manner not permitted by the Land Use Ordinance?

Yes No

Why?

- **This is a minimal addition to an existing legal non-conforming structure**
- **There are similar structures and land use patterns in the neighborhood with similar setbacks as noted during the Board of Adjustment on-site on 7-11-19.**

4. Is the need for a Variance due to circumstances unique to the property and not created by the property owner?

Yes No

Why?

- **The topography of the land restricts the suitable area for use being considered for the proposed addition**
- **This is an existing lot of record with a small building envelope**

5. Will the issuance of a Variance maintain the essential character of the locality?

Yes No

Why?

- **There are similar structures and setbacks, and land use patterns of property in the vicinity of the request as noted during the on-site visit on 7-11-19**

6. Does the need for a Variance involve more than economic considerations?

Yes No

Why?

- **The addition will cause a minimal increase in impervious coverage from 7.2% to 8.2%**

7. What is the Township recommendation?

Approve

Deny

No Comment

Decision:

Motion by Skogen; supported by Yliniemi to approve the variance requests for:

1. An OHW setback of 138 feet to proposed addition, where 150 feet is required.

To Construct:

- A 288 square foot four-season covered porch
- A 108 square foot deck

All members voting "Aye", Motion carried.

Per findings of fact discussed 07-18-2019, on-site conducted on 07-11-2019 and as shown on the certificate of survey received at the Land Services Department on 6-19-2019, for the property located at 21515 County Road 11, Crosby, MN 56441. Located in Lot 1 Block 2 of Section 34, Township 136, Range 26, Crow Wing County, Minnesota.

Parcel Number: 85340513

Findings: As listed above

Date: 08-15-19

Signature: _____
Chairman

Ronald and Tracy Knode, property owners, were present. Frie read request into the record citing Land Use Ordinance and staff comments. This is in the Mississippi Headwaters Board corridor, so final decisions will come from that Board. This Board makes a recommendation to that Board regarding the request.

The request is to construct a 288 square foot four-season covered porch and a 108 square foot deck – with an OHW setback of 138 feet to proposed addition where 150 feet is required on the Mississippi River. The impervious surface coverage will increase slightly from 7.2% to 8.2% if this is approved.

Perry Lake Township has recommended approval for this application. No comments from the public have been received regarding this application. We received one comment from the property owner which is included in the online packet. The Highway department emailed a comment that they had no concerns with this request.

Frie pointed out the request on the survey, and noted that there is a bluff on this property – though the request is generously out of the bluff impact zone.

Hales allowed the property owners to add anything they wanted to the record. No testimony was presented.

Hales then opened the floor to public testimony. None was presented.

Skogen then gave the onsite report from 7-11-19 noting that the proposed covered 4-season porch will create a minimal increase in impervious surface coverage. The water run-off is currently directed away from the River naturally due to the slight topographical rise in the ground between the house and the bluff. There are similar setbacks and structures nearby. There is a well vegetated bluff – which remains in a natural state. The area is well forested, natural large trees. Haglin concurs with the onsite remarks, and noted that this is a very nice little piece of property they have.

The Board then went through the Findings of Fact questions.

July 18, 2019 Action:

Motion by Skogen; supported by Yliniemi to approve the variance request for:

- 1. An OHW setback of 138 feet to proposed addition, where 150 feet is required.**

To construct:

- A 288 square foot four-season covered porch**
- A 108 square foot deck**

Per findings of fact discussed 07-18-2019, on-site conducted on 07-11-2019 and as shown on the certificate of survey received at the Land Services Department on 6-19-2019, for the property located at 21515 County Road 11, Crosby, MN 56441. Located in Lot 1 Block 2 of Section 34, Township 136, Range 26, Crow Wing County, Minnesota.

Parcel Number: 85340513

All members voting “Aye”, Motion carried.

Action/Discussion

Biennial Report

Canoe Day Poster

LCCMR Grant Approval

Outreach Coordinator Contract between MHB and TNC

LSOHC Commissioner Attendance

Executive Director's Report



MISSISSIPPI HEADWATERS BOARD BIENNIAL REPORT 2017–2019

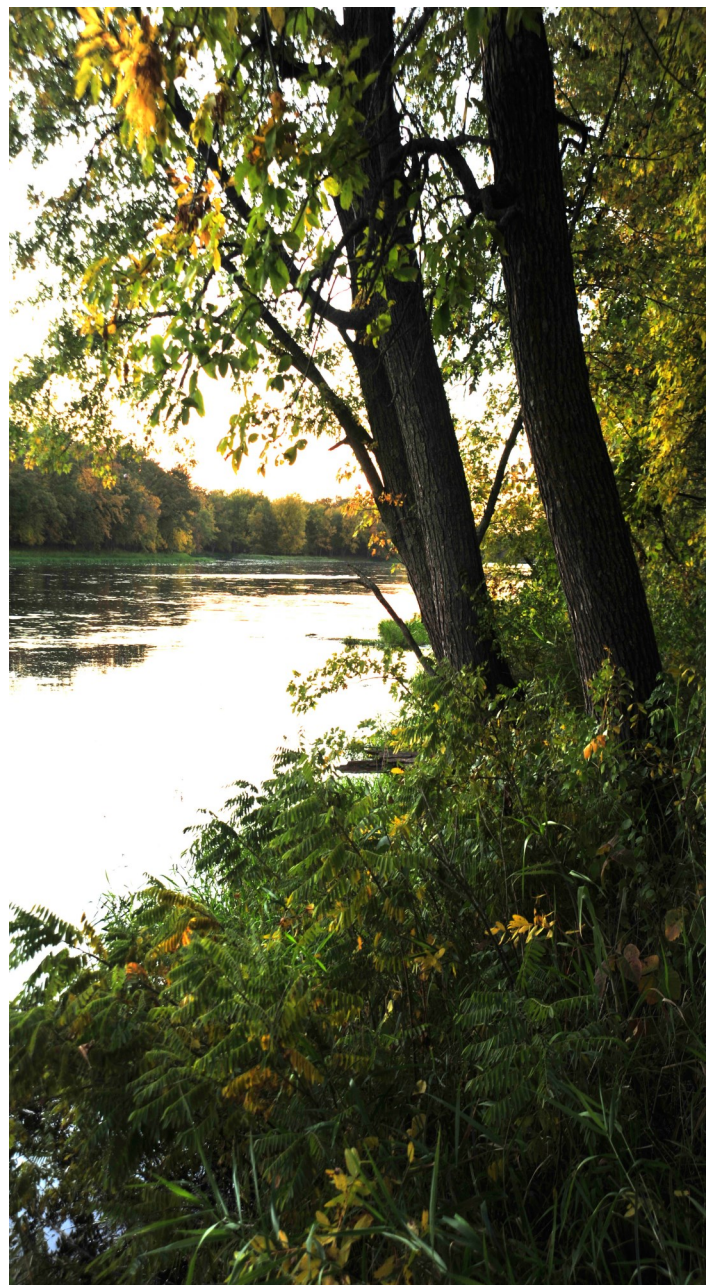


DIRECTOR'S REPORT

What do you think of when you hear the words “value added?” My first thought goes toward the food industry and how value is added to it when it is produced to be healthier than its original intent. The Cambridge English dictionary defines it as— the increase in value of a product or service as it goes through the stages of being developed or produced.

In relation to the Mississippi Headwaters Board (MHB), I see it as the Board increases the value of the partners by working in two distinct but interwoven actions: Collaboration and Leadership. The MHB collaborates with local and state agencies to be the bridge between policy and implementation. We provide comment, letters of support, and facilitate discussion on various project opportunities that present themselves at the local and state level so that all agencies involved can smoothly and seamlessly get their job accomplished without encountering roadblocks. Many times we are the project administrator of grants so that our oversight adds value to the process. We work as a leadership organization to apply for grants that affect the Mississippi River and produce decision support tools that target and prioritize conservation efforts directly and indirectly affecting the Mississippi River basin.

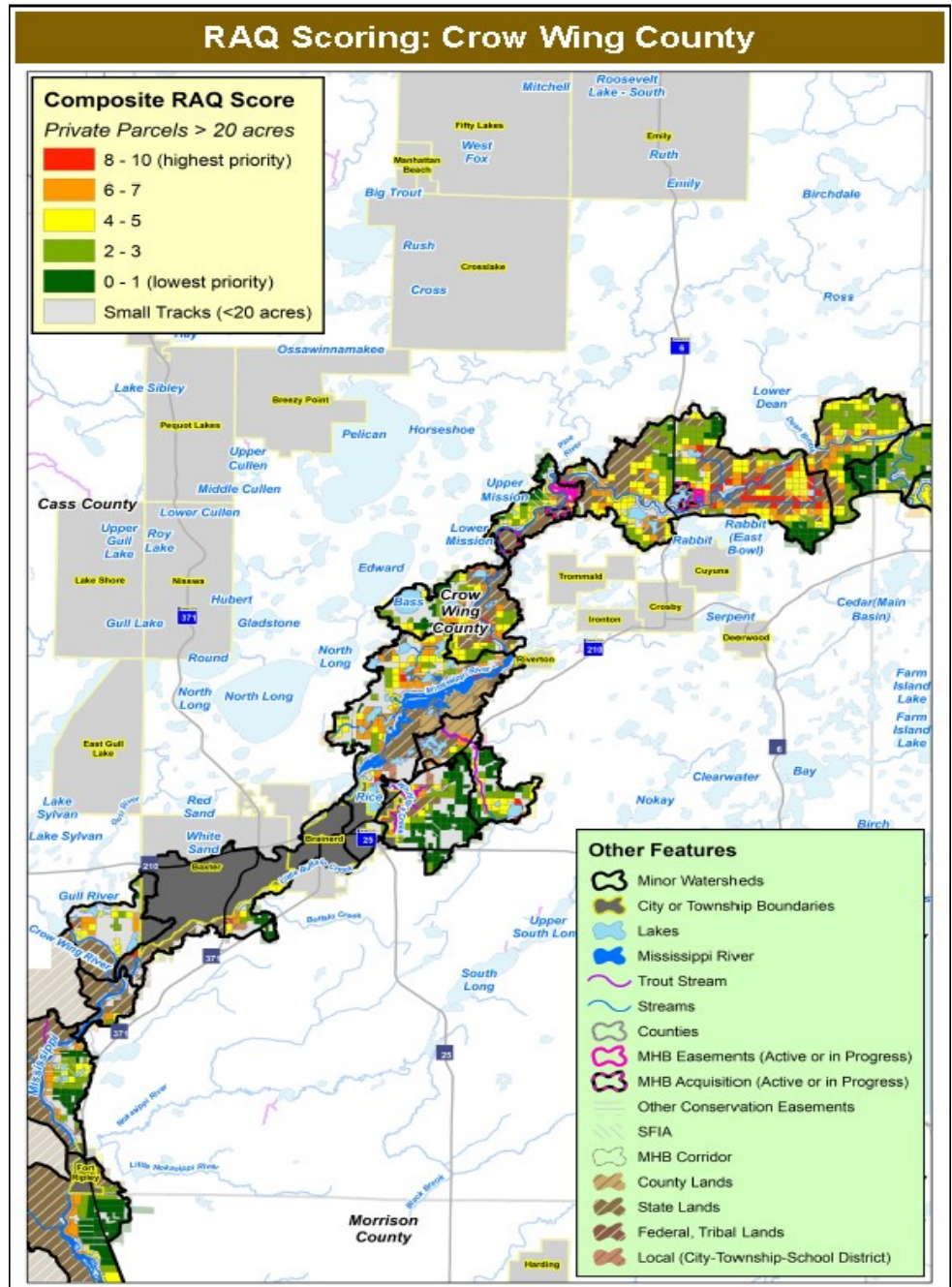
As good work is applied to the landscape, the MHB provides oversight and direction to keep the mission of all conservation partners focused on protecting the natural and recreational opportunities that are abundant in this area. And that is how we add value to the partners that help protect our greatest resource.



Mississippi Headwaters Habitat Corridor Project Decision Support Tool

Planning for Implementation

When the Miss. Headwaters Board began working with the Soil & Water Conservation Districts (SWCD) to prospect landowners for easements, we realized we needed a tool which would give them the ability to find the best parcels of land that benefit habitat, and scale the project area down to a workable number of parcels in the eight county region. The Board of Water and Soil Resources came up with a process that ranked over 6,800 parcels in watersheds that drain directly to the Mississippi River and assigned points based on their proximity to the Miss. River; adjacency to public land; and the quality of habitat based off DNR data sets. This process called RAQ (Riparian, Adjacency, Quality), ranked the parcels, and organized them based off the RAQ score scale of 1 to 10 with ten being the highest in value. Taking the top ranking parcels from the RAQ score, it reduced the number of parcels from 6,800 to almost 1,200 parcels with only 315 landowners to contact. A GIS map was created by Technical Service Area 8 to complement the RAQ score



so SWCD's would have a pictorial, geographic framework to reference. Now the project was scaled to a practical size across the 8 counties, and only the highest valued parcels could be prospected for the Reinvest in Minnesota (RIM) easement

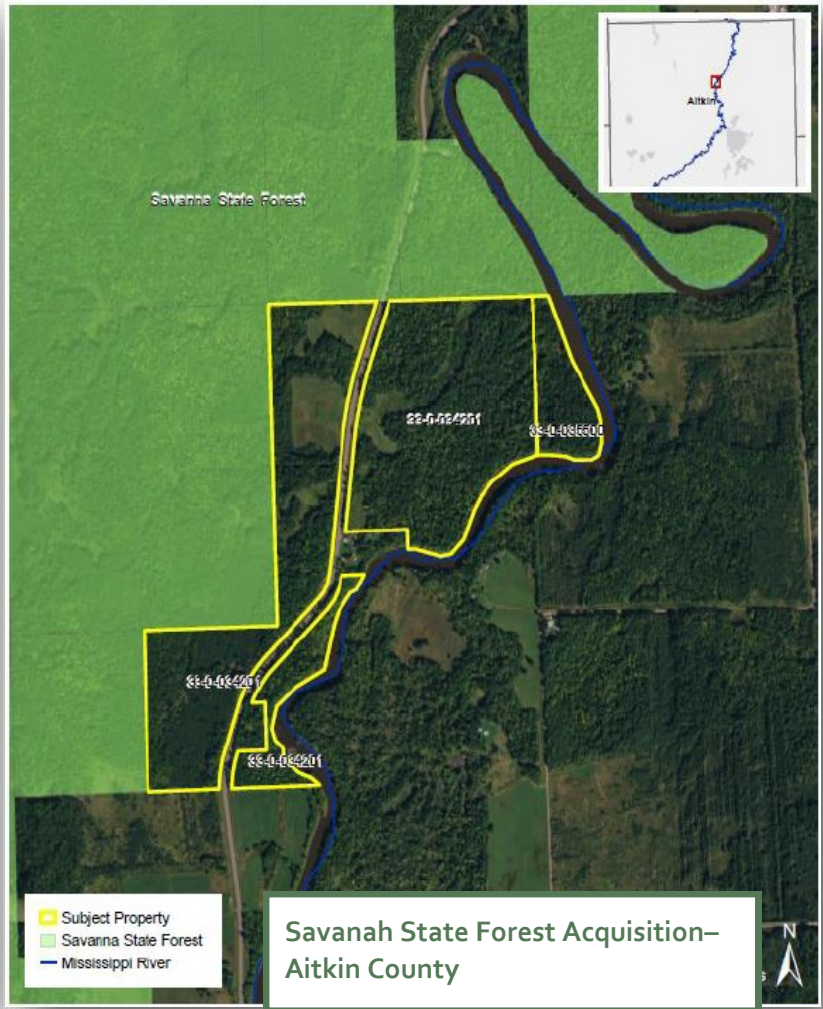
program.

This tool is now being used in the eight MHB counties in the One Watershed One Plan program to help focus and narrow efforts in obtaining high quality easements in both habitat and water quality parcels.

Acquisitions and Easements- Below are some examples of land protected through the Miss. Headwaters Habitat Corridor Project

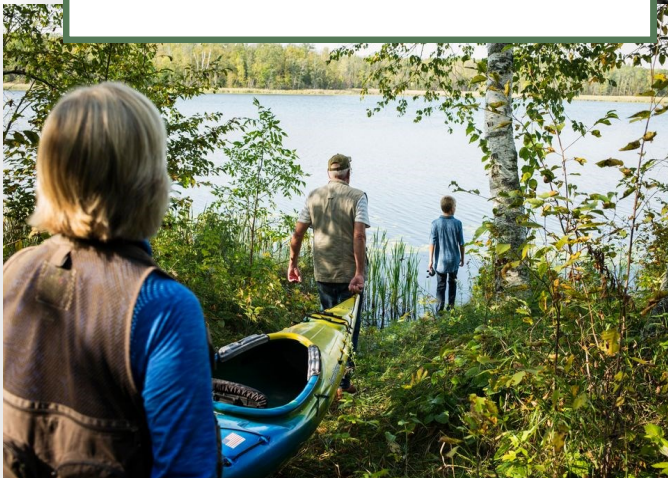


Schuh easement- Crow Wing County



Savannah State Forest Acquisition- Aitkin County

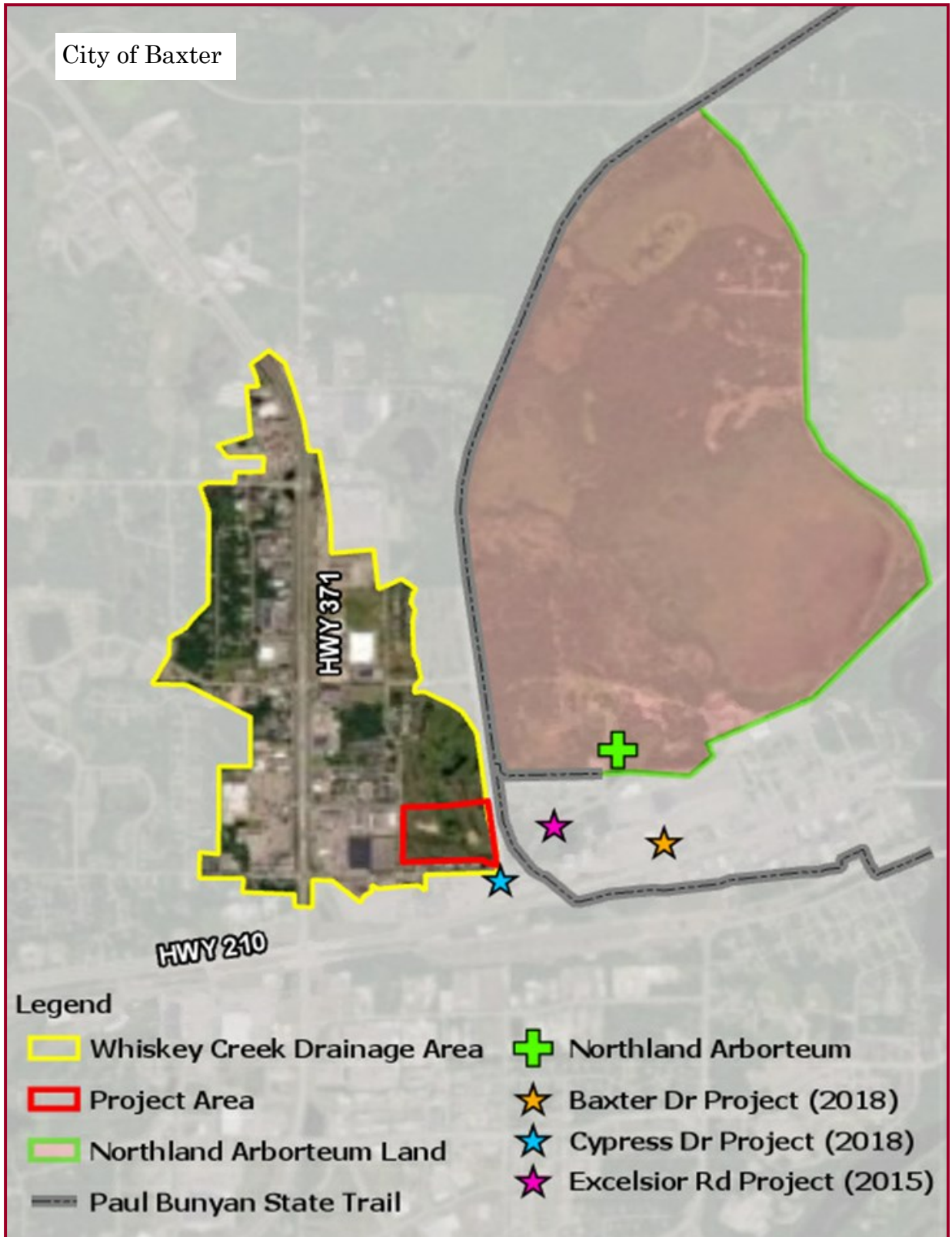
Indian Jack Lake Acquisition- Crow Wing County

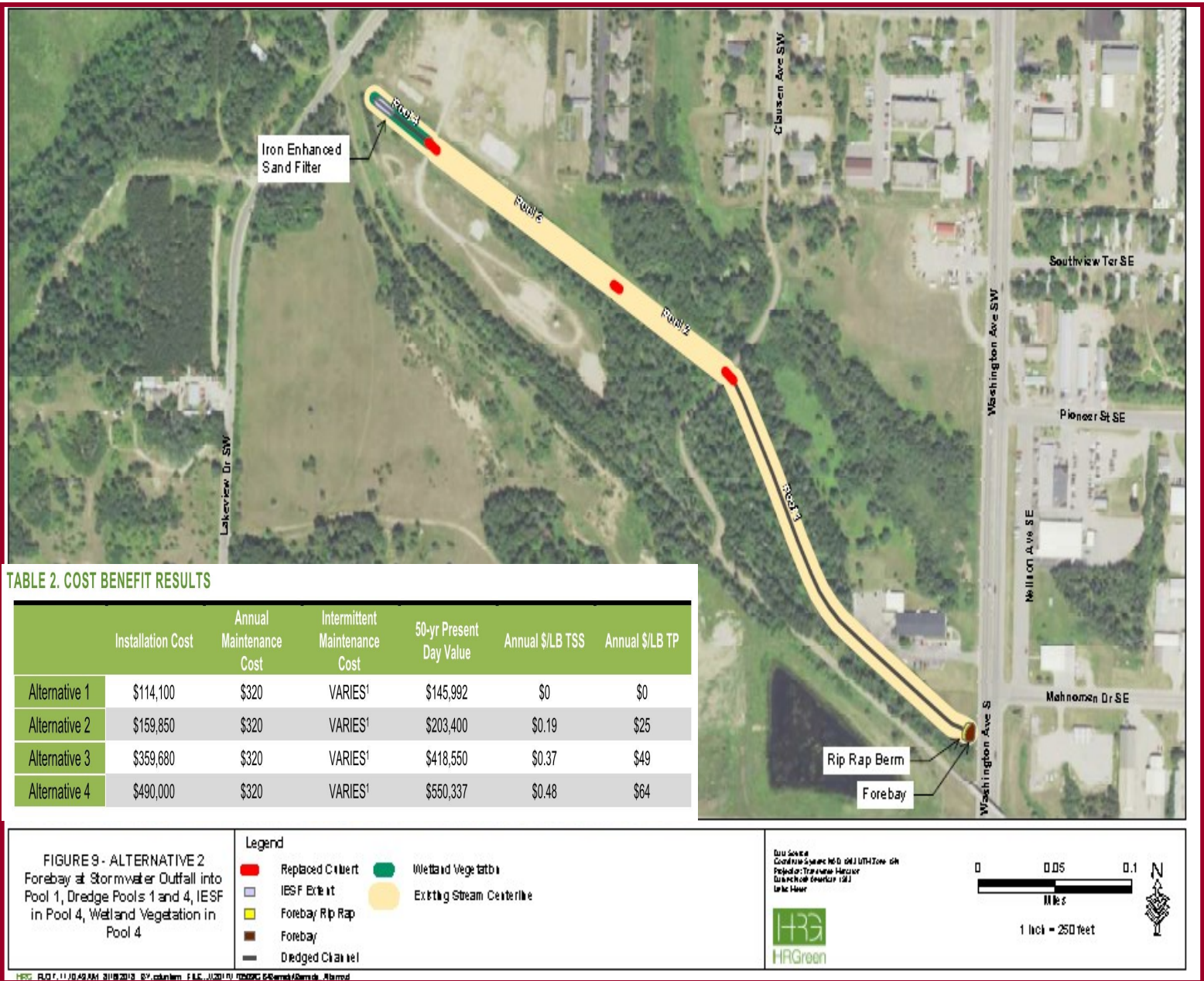


STORMWATER PROTECTION IN CITIES

In February of 2019, the city of Baxter asked the MHB to apply for a Legislative Citizens Commission on MN Resources (LCCMR) grant to help intercept phosphorus and soil particles which can cause impairments to the Mississippi River. The project is designed to construct water quality, habitat, and recreational improvements to protect the Miss. River from contaminants in the 400 acre, highly impervious, Trunk Highway 371 watershed in Baxter MN. If funded, the project will construct a stormwater pond to remove nearly four tons of phosphorus and 512 tons of sediment over the next 20 years. Native grasses and wild-

flowers will be planted around the pond to encourage pollinator friendly species like butterflies and bees, and also provide a large habitat complex for a wide variety of animals and plants due to its close proximity to the Northland Arboretum. In addition to the water quality & habitat benefit, this public greenspace will provide access to the regional Paul Bunyan Trail. Signage will be used to help residents and tourists understand the benefit of the greenspace and provide quiet recreational space for everyone to enjoy. The project was funded at a level where an acquisition could occur to permanently protect the land from development and make it possible for the MHB to leverage additional grants to build the project.





City of Bemidji- A 2014 stormwater retrofit analysis, funded by Clean Water Legacy funds through the Board of Water & Soil Resource, was completed in Bemidji to help identify where sources of pollutants could have an impact on the Miss. River. A practice in the watershed named PMA-25 was identified on the SE side of Lake Irving that had potential to intercept pollutants from entering the lake and the Miss. River. At almost the same time, an impaired waters study was being conducted by the MN Pollution Control Agency which identified Lake Irving as an impaired waterbody. The city realized that Lake Irving was a resource that had multiple benefits to its residents and visitors and made a decision to further investigate alternative pollution prevention practices to protect their lake. Funding from Technical Service Area 8 provided HR Green to do a feasibility study in the area and develop alternatives to intercept pollutants. Based on that study in Table 2, the city council and the Beltrami Soil & Water Conservation District chose to apply for an implementation grant in August of 2019 to receive funding from the Clean Water Legacy fund to implement Alternative #2. If funded, the Mississippi Headwaters Board will coordinate and the Beltrami SWCD will administer the grant to help protect Lake Irving and the Mississippi River.

STATEMENT OF REVENUES

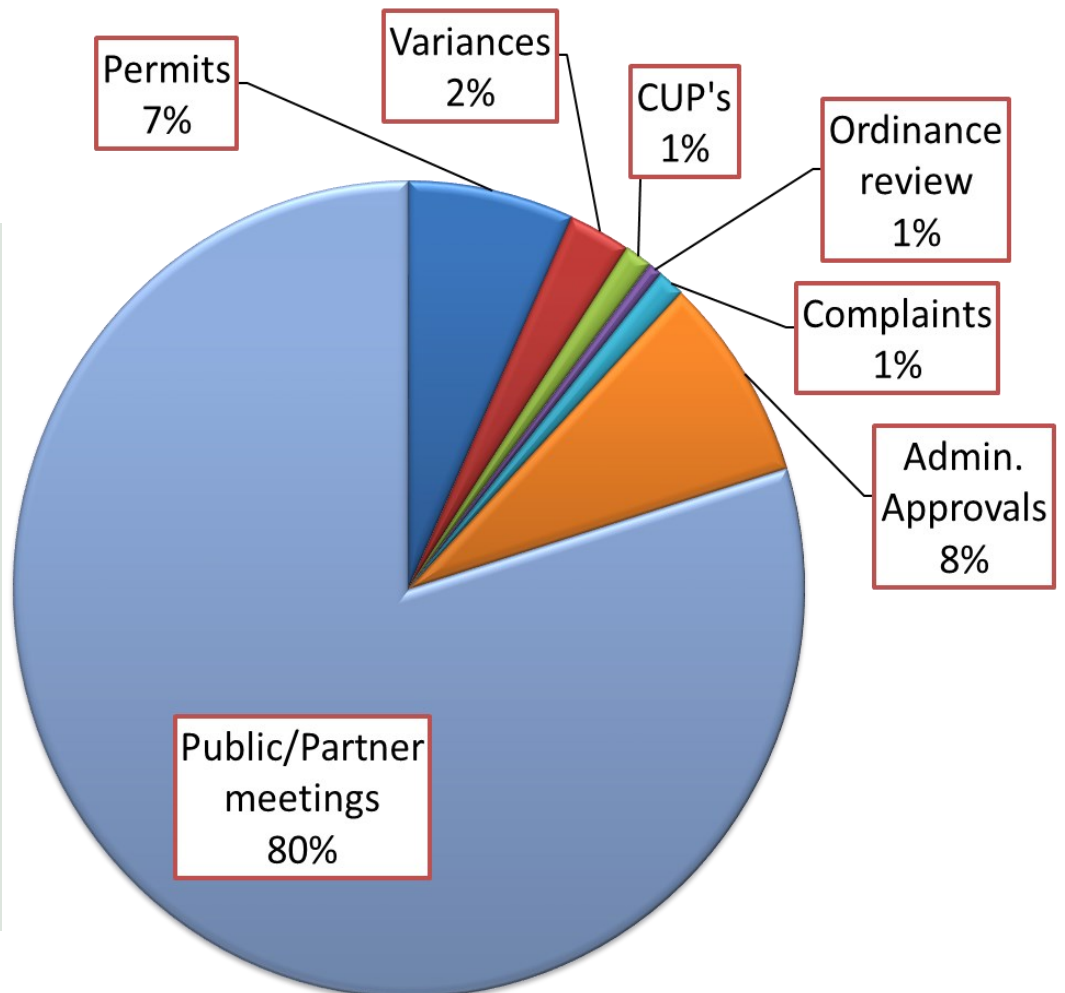
REVENUES	'17-'18	'18-'19
DNR Grants/Approp.	\$185,753	\$101,711
Other Grants/funding	\$334,389	\$97,153
TOTAL	\$520,142	\$198,864

STATEMENT OF EXPENSES

OPERATING EXPENSES	'17-'18	'18-'19
Office Operations	\$98,780	\$102,456
Per Diem	\$ 3,096	\$2,200
Professional Services	\$255,087	\$141,451
Mileage	\$7,140	\$6,991
TOTAL	\$364,103	\$253,099

County in-kind Contributions:
\$578,963

Mississippi River Protection Actions



Mississippi Headwaters Board

Land Services Building
322 Laurel St.
Brainerd, MN 56401

Phone: 218-824-1189
Web:
www.mississippiheadwaters.org
E-mail:
timt@mississippiheadwaters.org



PROTECTING THE FIRST 400 MILES

Mississippi Headwaters Board CANOE DAY!

Kiwanis Park, Brainerd MN
August 3, 2019



Event Schedule

Social:

9 a.m. - 10 a.m.

Kiwanis Park

See booths ranging from environmental, recreational, and civic themes.

Canoe Launch:

10 a.m. - 11 a.m.

Enjoy a paddle down the peaceful and beautiful Mississippi river. (expected arrival to destination Crow Wing State Park 1:30 p.m.) * A free shuttle service is provided to return those participating back to Kiwanis Park to retrieve vehicles.*

Fur Trade Encampment:

10 a.m. - 3 p.m.

An authentic Fur Trade-era encampment at Crow Wing State Park will be set up by the Crow Wing County Muzzle Loaders.

FREE T-SHIRT
for the first
100 Participants!



PROTECTING THE
FIRST 400 MILES

For more information, please contact the
Mississippi Headwaters Board at

218-824-1189

CROW WING 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 34, Brainerd, MN 56401 (“MHB”) and The Nature Conservancy (TNC), with its local office located at 322 Laurel St., suite #33, 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, TNC is a non-profit conservation organization organized under the laws of the District of Columbia, whose mission is to conserve lands and waters upon which all life depends.

WHEREAS, MHB and TNC agree to enter into this Agreement whereby TNC will provide easement prospecting and education services for the Miss. Headwaters Habitat Corridor project program area and MHB will reimburse those services through their agreement with the Outdoor Heritage Fund appropriation.

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 TNC agree that the purpose of this Agreement is to provide RIM conservation easement landowner outreach in Crow Wing, Beltrami, and Cass county in the Miss. Headwaters Habitat Corridor program funded by the Minnesota Outdoor Heritage Fund.

ARTICLE 3: TERM OF GRANT AGREEMENT

- 3.1 ***Effective date:*** The effective date of this Agreement shall be September 1, 2019. Notwithstanding the foregoing. **TNC must not begin work under this Agreement until this Agreement is fully executed and TNC has been notified by the Executive Director to begin the work.**
- 3.2 ***Expiration date:*** December 31, 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 any Schedules attached 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, subsection, 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 TNC 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 TNC and MHB and **“Party”** means any one of TNC and MHB;

ARTICLE 5: PROJECT INFORMATION

5.1 Project Deliverable.

Assist Crow Wing SWCD, Beltrami SWCD, and Cass SWCD with landowner outreach in Cass, Crow Wing, and Beltrami counties. Scope of responsibilities include:

- Shadow Aitkin and Crow Wing staff to learn about respective procedures for easement outreach and processing
- Develop/revise landowner outreach package (letter, maps, and MHHCP brochure)
- In conjunction with the SWCDs and MHB, develop a prioritized landowner outreach list, including appropriate past landowner outreach and new landowners.
- Follow-up with past inquiries from landowners and reconnect with them.
- Conduct outreach via mail. After an appropriate interval, re-contact high priority landowners via mail and/or phone.
- Initial follow-up with landowners who respond or refer to SWCD staff if appropriate.
- Potentially set up open houses in each county for interested landowners to provide information on conservation easements; follow-up with attendees.
- Assist SWCD in developing a BWSR easement application packet and assist with easement processing, as requested by SWCD staff.

5.2 Action Steps and Timeline.

- September 2019-December 2020: Perform the above project deliverables
- September 2019-December 2020: provide invoices on a quarterly basis according to Dept. of Natural Resources (DNR) guidelines for documentation of staff time.
- Provide status reports to MHB and meet program reporting deadlines by January 1st and July 1st of each year during the Term of this Agreement.

ARTICLE 6: FINANCIAL NEED AND RESOURCES

6.1 Funding.

MHB shall provide funding through their Outdoor Heritage Fund appropriation for the staff time required for the above described project deliverables on a reimbursement basis. The contract shall not exceed \$19,000. TNC will cover travel, meals, and other incidentals through their own funds.

ARTICLE 7: TERMINATION

7.1 Term

The period of this Agreement will commence on September 1, 2019 and expire on December 31, 2020.

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. MHB shall reimburse TNC for any staff time incurred up to the 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.

8.2 Written Approval Required Before Use of Name and Logo

Notwithstanding Section 8.1, 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 8.1.

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, MN
Zip: 56401
Email: timt@mississippiheadwaters.org
Telephone: (218)-824-1189
- (ii) The Nature Conservancy
ATTN: Todd Holman

Address: 322 Laurel Street, Suite 33
City/State: Brainerd, MN
Zip: 56401
Email: tholman@tnc.org
Telephone: (612) 867-3140

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.

The Schedules to this Agreement are as follows:

None

ARTICLE 10. AGREEMENT

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

Mississippi Headwaters Board

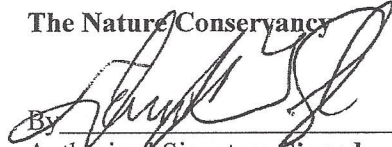
By _____
Authorized Signature-Signed

By _____
Name-Printed

Title _____

Date _____

The Nature Conservancy

By  _____
Authorized Signature-Signed

By Douglas J. Shaw
Name-Printed

Title Asst. Sub Director

Date 7/11/2019

Executive Director Report

May – June 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. Called MN Senators and Representatives and left a message to determine if they wanted to attend the MHB biennial conference.
7. Wrote Clean Water Legacy RFP application for Beltrami SWCD (PMA25) and emailed it to partners for questions and answers. Application is due September 9th, but the earlier it is started, the more collaboration the MHB can do to make it better.
8. Canoe Day announcement was placed in the Brainerd Dispatch on 7/2/19. This year we are thinking of adding a stop at Baxter Overlook Park where paddlers can stop for water and learn about the area.
9. I sent a copy of the minutes noting the decision of the MHB regarding the Christiansen variance per the request of the Oak Lawn TWP. Supervisor.
10. Sent agenda materials regarding the MHB 2019 Comp plan to Aitkin and Itasca Counties.
11. Sent agenda materials regarding the MHB 2019 Comp plan to Cass Counties.
12. Attended Miss. River Brainerd WRAPS plan and discussed impaired waters and strategies and prioritization of them.
13. The Whiskey Creek project was unofficially recommended for funding to the legislature at \$500K by the LCCMR. We will be looking at other grant opportunities to supplement the appropriation.

Meetings & Networking

1. Attended Upper Miss. Headwaters 1W1P advisory committee meeting.
2. Worked on creating the MHB biennial report.
3. Updated MHB and TNC contract according to edits made by legal.
4. Attended and received resolutions of support for the MHB Comprehensive Plan from Aitkin and Itasca county.
5. Attended meeting at the library where Doug Ohlman talked about his book. Doug created our MHB guidebook and it was interesting to hear his presentation.
6. Attended Camp Ripley Coordinating Committee meeting and provided presentation on Morrison County parcels that are being processed through the Miss. Headwaters Habitat Corridor program.