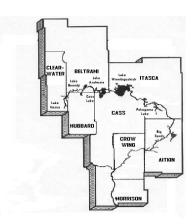


Mississippi Headwaters Board Meeting Agenda MHB Office 322 Laurel St. Brainerd, MN March 27, 2020 10:00 am



10:00 AM

- Call to Order/Pledge of Allegiance
- **2020 Officers-** Chairman- Neal Gaalswyk (Cass), Vice Chair- Anne Marcotte (Aitkin), Secretary/Treasurer- Davin Tinquist (Itasca)

10:05 AM Approve/Amend

- Agenda
- Consent Agenda January '20 Minutes & January & February Expenses

Planning and Zoning (Actions)

• Bemidji annexation- request for moratorium lifted.

Action / Discussion Items:

- Hubbard request MHB funding for Envirothon
- Annual Work Plan & Budget approval
- DNR Joint Powers Agreement and MHB Resolution for Agreement
- Upper Miss. 1 Watershed 1 Plan and MHB involvement conversation
- Executive Director's Report

Misc: Legislature Update (if any) County Updates

Meeting Adjourned - Thank you

Mtgs: April 24, '20, 10:00 AM – MHB Board Meeting- Brainerd, MN

Attachment 1 & 2

Draft Minutes

Monthly Expenses

Mississippi Headwaters Board January 24, 2020 Cass County Courthouse Walker, MN 56484

MEETING

MINUTES

Members present: Craig Gaasvig (Beltrami), Ted Van Kempen (Hubbard), Neal Gaalswyk (Cass), Davin Tinquist (Itasca), Mike Wilson (Morrison), Steve Barrows (Crow Wing), and Tim Terrill (Executive Director).

Comm. Wilson opened the meeting with the pledge of allegiance.

Officer Election- Tim explained that since the by-laws were changed that nominations are open for Chairman. Commissioner Wilson said that he was okay if someone else wanted to be Chairman. It was asked who would be Chairman if the rotation were to continue, and Tim replied Comm. Gaalswyk. Comm. Gaalswyk agreed to be Chair. M/S (Tinquist/Gaasvig) to nominate and elect Comm. Gaalswyk as Chair. Motion Carried. The Board asked who would be Vice Chair if the rotation were to continue and Tim replied Comm. Tinquist. Craig suggested that since this by-law change was adopted last year by the suggestion of Comm. Marcotte, that she be Vice-Chair. M/S (Gaalswyk/Wilson) to nominate and elect Comm. Marcotte as Vice Chair. Motion Carried. Comm. Tinquist was asked if he wanted to still remain Secretary-Treasurer and he replied in the affirmative. M/S (Wilson/Barrows) to nominate and elect Comm. Tinquist as Secretary-Treasurer. Motion Carried.

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

M/S (Tinquist/Barrows) to approve of the consent agenda. Motion Carried. Comm. Van Kempen brought up the idea of having the expenses be easier to read instead of in a bulk format. Comm. Barrows said that he talked with Crow Wing finance director Nick Meilke, and they are going to work on an abridged and better way to easily look at finances from a board perspective.

Planning & Zoning- NONE

Correspondence- Tim provided the Board with a copy of the Leech Lake Association INC letter which discussed how the Aitkin flood control channel is creating more lake and stream flood conditions upstream and the need to hold a conversation with the Army Corps of Engineers (ACOE) regarding a win for all constituencies from Aitkin to Bemidji. Tim stated that he received comment from Aitkin Comm. Marcotte that the information contained in the letter is based on assumption and not facts. He also stated that no Aitkin County Commissioners were cc'd on this letter, but a large number of Representatives, Senators, state agencies, and county administrators were. The board agreed and Comm. Tinquist stated that this is a long standing issue in Itasca county, and ACOE has been more willing in to address water level issues than in the past. The biggest issue is to help make this a priority. Comm. Gaalswyk stated that this information is FYI only for the MHB board because there is not much that can be done from the MHB board level. The board departed from the issue and moved on to other agenda items.

Action/Discussion Items

- 1. **Annual Work Plan approval-** Tim presented the annual work plan before the board and stated that the initiatives for SFY 2021 is what he would like to focus on next year. Various members of the board thought that it was too generic and not specific enough and wanted more details especially on the measurable side. They directed that Tim take it back and provide more details.
- 2. Audit- Tim provided the board with last year's state fiscal year audit. The board reviewed it and asked various questions about budgeted and actual revenues and compensated absences. Comm. Gaasvig noted that this audit is purely from a financial standpoint and noted it does not delve into questions regarding fraudulent activity.
- 3. **BWSR CWF grant application status** Tim explained to the board that the Lake Irving project which he co-wrote with Beltrami SWCD was funded. He said that 79 projects were submitted statewide, BWSR approved of 39 projects, and that Lake Irving ranked #2. He noted that it was quite an accomplishment and that he has been working on this for around 4 years. Tim told the board that he is having a meeting with around 10 partners to discuss next steps because Mayor Albrecht would like to see if Bemidji would be willing to fund alternative 4 (\$490K) rather than alternative 2 (\$156K). Various discussion ensued from Commissioners about why and how they would want to do that, but ultimately noted that it is Bemidji's decision.

Executive Directors Report

- 1. Tim provided the board with the explanation that recommendations from the LSOHC council to the legislature were changed due to an increase in the states budget forcast. Each council member received an additional over \$900K to allocate to their projects. Saxhaug appropriated his funding to every project evenly, and Jamie Becker-Finn appropriated her allocation to the MHHCP project. This increased the allocation from \$3.375M to \$4.310M.
- 2. Tim discussed MN Traditions and how he is branching out with the Top 0 counties to seek funding from other sources. He believes he will meet the budgeted \$70K which will yield anywhere from 6K-8K followers on Facebook.
- 3. Tim held a meeting with state DNR staff to work on developing an MOU between the DNR and MHB to implement signage on DNR administered accesses. He said it is crucial since many accesses across the 400 miles are DNR administered. He said that he developed an MOU with counties and cities already and included a maintenance and upkeep plan. Commissioners asked if this plan is in perpetuity and Tim replied "no" because entities don't want these costs passed on to them that long. He said that if the entity believes in 10 or 15 years that it is still valuable, they will replace it because the cost is minimal. Discussion ensued about sign quality, and Tim assured them that this is fade resistant and high quality signage. It was asked if there was any discussion with federal agencies about this, and Tim replied that the held a meeting with outfitters in Crow Wing and Morrison to find out what accesses are being used most by people living outside the county. They provided him information about what sites to sign first because of their use and popularity. One outfitter noticed the signs in palisade and was pleased that our organization did this.

Annual Performance Review

M/S (Barrows/Tinquist) to close the meeting

M/S (Barrows/Gaasvig) to open the meeting and accept Resolution 2020-01 with a general rating of performing and apply the corresponding performance based pay adjustment of 3% prorated back to 1/1/20. Motion Carried 6 ayes, 0 nays.

Legislative & County Updates- None.

Meeting adjorned by Comm. Gaalswyk since the agenda was completed.

Chair Neal Gaalswyk

Executive Director Tim Terrill

January and February Budget Summary

Expenses:	<u>Amount</u>	Explanation
Salaries/Benefits	\$18,645.99	reimbursed by Gov. grant
MHB board Per Diem	\$200.00	reimbursed by Gov. grant
Hotel/Meals/travel exp.		reimbursed by Gov. grant
MHB Mileage	263.35	reimbursed by Gov. grant
Employee Mileage	\$416.33	reimbursed by Gov. grant
Professional Services	\$9,344.65	everything in this line item is reimbursed by the grants below.
Office supplies/operations	\$114.90	reimbursed by Gov. grant
Total	\$28,985.22	

Revenues:	<u>Amount</u>	Explanation			
Governor's DNR grant	\$24,394.17	non competitive quarterly reimbursement			
MPCA water testing		competitive monthly reimbursement			
LSOHC grant competitive quarterly reimbursement					
Miscell. Other revenue	\$46,420.00	competitive reimbursed for Guidebook sales and AIS support			
County Support	\$12,000.00	non competitive annual reimbursement			
Total	\$82,814.17				

										* munis a tyler erp solution
02/10/2 KorieB	2020 09:46		Crow Wing ACCOUNT I		ORY FOR 2020 01	то 2020	0 01			P 1 glacthst
ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB		AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74	10001 C	ash & Poole	ed Investr	ments	SOY BALA	ANCE			335,865.06	
20/01	21 01/03/20	PRJ						-3,837.73	332,027.33	
	103 01/07/20 A010720	APP A0107						-4,690.00	327,337.33	
20/01 i		GNI 014540 I GENERATED		35726 INE				120.00	327,457.33	
20/01 A	246 01/14/20 A011420	APP A0114						-2,100.00	325,357.33	
20/01	303 01/17/20	PRJ						-3,870.78	321,486.55	
20/01 i		GNI 015497 I GENERATED	AmyG DUE TO LI	35857 INE				1,500.00	322,986.55	
	380 01/22/20 2012120	APP C0121						-2.13	322,984.42	
20/01 i		GNI 015753 I GENERATED	AmyG DUE TO LI	35893 INE				7,500.00	330,484.42	
20/01 i		GNI 015993 I GENERATED	AmyG DUE TO LI	35927 INE				1,500.00	331,984.42	
20/01	951 01/31/20	PRJ						-3,159.15	328,825.27	
	1298 01/31/20 IF PCARD SYSTEM	GNI I GENERATED	DUE TO L	INE				-223.82	328,601.45	
	1302 01/31/20 Novah SYSTEM	GNI 016496 I GENERATED	AmyG DUE TO LI	35978 INE				1,500.00	330,101.45	
	1584 01/31/20 RECURRING DUE TO	GEN						-525.00	329,576.45	
I	EDGER BALANCES -	DEBITS:	1	L2,120.00	CREDITS:	-	-18,408.61	NET:	-6,288.61	
74	20050 V	ouchers Pay	yable		SOY BALA	ANCE			.00	
20/01 W	99 01/07/20 A010720	API B 4322						-4,690.00	-4,690.00	
20/01	103 01/07/20	APP A0107 SH DISBURSEN	MENTS JOUR	RNAL				4,690.00	.00	

							E.			a tyler erp solution
02/10 Korie	/2020 09:46 B		Crow Wi ACCOUNI	ng County DETAIL HISTO	DRY FOR 2020 01	то 2020 01	L			P 2 glacthst
ORG YR/P	OBJECT PROJ R JNL EFF DATI	E SRC REF1	REF2	REF3	CHECK #	ОВ		AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
20/0	1 242 01/14/20 W A011420) API B 4342	2					-2,100.00	-2,100.00	
20/0) APP A0114 ASH DISBURSE	MENTS JC	URNAL				2,100.00	.00	
20/0	1 332 01/21/20 W C012120) API B 4353	3					-2.13	-2.13	
20/0) APP C0121 ASH DISBURSE	MENTS JO	URNAL				2.13	.00	
	LEDGER BALANCES	DEBITS:		6,792.13	CREDITS:	-6,	,792.13	NET:	.00	
74	38400	Expenditure	S		SOY BALA	NCE			.00	
20/0	1 21 01/03/20 PAY010320 WARR) PRJ PR0103 ANT=200103						3,837.73	3,837.73	
20/0	1 99 01/07/20 W A010720) API B 4322	2					4,690.00	8,527.73	
20/0	1 242 01/14/20 W A011420) API B 4342	2					2,100.00	10,627.73	
20/03	1 303 01/17/20 PAY011720 WARR							3,870.78	14,498.51	
20/0	1 332 01/21/20 W C012120) API B 4353	3					2.13	14,500.64	
20/0	1 951 01/31/20 PAY013120 WARRA							3,159.15	17,659.79	
20/0	1 1298 01/31/20 WF PCARD) GNI						223.82	17,883.61	
20/0	1 1584 01/31/20 RECURRING) GEN						525.00	18,408.61	
	LEDGER BALANCES	DEBITS:		18,408.61	CREDITS:		.00	NET:	18,408.61	
74	38500	Revenues			SOY BALA	NCE			.00	
20/0	1 222 01/08/20 iNovah) GNI 014540) AmyG	35726				-120.00	-120.00	

									a tyler erp solution
02/10/2 KorieB	2020 09:46			ng County DETAIL HISTOR	RY FOR 2020 01	то 2020 01			P 3 glacthst
ORG YR/PR	OBJECT PRO JNL EFF D	J ATE SRC REF1	REF2	REF3	CHECK #	ОВ	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
20/01	373 01/21/ iNovah	20 GNI 01549	7 AmyG	35857			-1,500.00	-1,620.00	
20/01 i	462 01/23/ iNovah	20 GNI 01575	3 AmyG	35893			-7,500.00	-9,120.00	
20/01	594 01/27/ iNovah	20 GNI 01599	3 AmyG	35927			-1,500.00	-10,620.00	
	1302 01/31/ iNovah	20 GNI 01649	6 AmyG	35978			-1,500.00	-12,120.00	
I	LEDGER BALANCI	ES DEBITS	:	.00	CREDITS:	-12,120.00	NET:	-12,120.00	
74830	52990	Local Gran	t		REVISED	BUDGET			.00
20/01		20 GNI 01550 LTRAMI SUPORT	3 AmyG	35857			-1,500.00	-1,500.00	
20/01 i		20 GNI 01575 TKIN COUNTY S		35893			-1,500.00	-3,000.00	
20/01 i		20 GNI 01574 EARWATER SUPPO		35893			-1,500.00	-4,500.00	
20/01	462 01/23/ iNovah MOI	20 GNI 01575 RRISON COUNTY	1 AmyG SUPPORT	35893			-1,500.00	-6,000.00	
20/01	462 01/23/ iNovah CR0	20 GNI 01574 OW WING COUNT	8 AmyG Y SUPPORT	35893			-1,500.00	-7,500.00	
20/01 i		20 GNI 01575 ASCA COUNTY S		35893			-1,500.00	-9,000.00	
20/01 i		20 GNI 01599 BBARD COUNTY :		35927			-1,500.00	-10,500.00	
		20 GNI 01649 20 FUNDING DO		35978			-1,500.00	-12,000.00	
I	LEDGER BALANCI	ES DEBITS	:	.00	CREDITS:	-12,000.00	NET:	-12,000.00	
74830	58400	MHB - Sales	5		REVISED	BUDGET			.00
20/01		20 GNI 01454 IDEBOOK SALE		35726			-120.00	-120.00	

🐝 munis

							E			a tyler erp solution
02/10/ KorieB	2020 09:46		Crow Win	g County DETAIL HISTO	ORY FOR 2020 01	то 2020	01			P 4 glacthst
ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB		AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
	LEDGER BALANCES -	DEBITS:		.00	CREDITS:		-120.00	NET:	-120.00	
74830	61000 5	Salaries &	Wages - R	egular	REVISED	BUDGET				.00
20/01	21 01/03/20 PAY010320 WARRAN			1200103 WEEKL				2,602.96	2,602.96	
20/01	303 01/17/20 PAY011720 WARRAN			1200117 WEEKL				2,602.96	5,205.92	
20/01	951 01/31/20 PAY013120 WARRAN			1200131 WEEKL				2,743.50	7,949.42	
	LEDGER BALANCES -	DEBITS:		7,949.42	CREDITS:		.00	NET:	7,949.42	
74830	61200	Active Insu	Irance		REVISED	BUDGET				.00
20/01	21 01/03/20 PAY010320 WARRAN			1200103 WEEKL				860.28	860.28	
20/01	303 01/17/20 PAY011720 WARRAN							838.33	1,698.61	
	LEDGER BALANCES -	DEBITS:		1,698.61	CREDITS:		.00	NET:	1,698.61	
74830	61300 H	Employee Pe	ension & F	ICA	REVISED	BUDGET				.00
20/01	21 01/03/20 PAY010320 WARRAN			1200103 WEEKL				374.49	374.49	
20/01	303 01/17/20 PAY011720 WARRAN			1200117 WEEKL				374.49	748.98	
20/01	951 01/31/20 PAY013120 WARRAN			1200131 WEEKL				415.65	1,164.63	
	LEDGER BALANCES -	DEBITS:		1,164.63	CREDITS:		.00	NET:	1,164.63	
74830	62100	Telephone			REVISED	BUDGET				.00
20/01	303 01/17/20 PAY011720 WARRAN							55.00	55.00	

						2			a tyler erp solution
02/10/20 KorieB	020 09:46			ng County DETAIL HISTO	RY FOR 2020 01 T	0 2020 01			P 5 glacthst
ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	ОВ	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
20/01 W	332 01/21/20 C012120 MONTHL		ING	116731 CONSOL	21346 IDATED TELECOM		2.13	57.13	
LI	EDGER BALANCES -	DEBITS:		57.13	CREDITS:	.0	0 NET:	57.13	
74830	62990 P.	rof. & Tech	1. Fee -	Other	REVISED B	UDGET			.00
20/01 W	99 01/07/20 A010720 4TH QT	API 101649 R 2019 SERV	ICES	115690 WEST C	1920621 OMMUNICATIONS		4,690.00	4,690.00	
20/01 W	242 01/14/20 A011420 HUGH H			116314 HEINEC	21327 KE HUGH		2,100.00	6,790.00	
	1584 01/31/20 ECURRING FINANC						525.00	7,315.00	
L	EDGER BALANCES -	DEBITS:		7,315.00	CREDITS:	.0	0 NET:	7,315.00	
74830	63320 E	mployee Mil	eage		REVISED B	UDGET			.00
	1298 01/31/20 F PCARD 1434 -	DNR NE rgn	ıl hdqtr	ŝ			107.88	107.88	
	1298 01/31/20 F PCARD 1434 -	mtg w/ kay	rak cluk	os r			4.81	112.69	
20/01 WI	1298 01/31/20 F PCARD 1434 -	Aitk cnty	brd MOU	J appr			35.03	147.72	
	1298 01/31/20 F PCARD 1434 -	Crosby rec	signag	ge mtg			18.10	165.82	
20/01 WI	1298 01/31/20 F PCARD 1434 -	RRILL-OOP GNI Aitk NAT. RRILL-OOP	res Adv	r. Comm			58.00	223.82	
LI	EDGER BALANCES -	DEBITS:		223.82	CREDITS:	.0	0 NET:	223.82	
	GRAND TOTAL -	DEBITS:		55,729.35	CREDITS:	-49,440.7	4 NET:	6,288.61	
	59 Records prin	ted		** END OF RE	PORT - Generated	l by Korie Beda	rd **		

03/10/ KorieB	2020 08:13			ng County DETAIL HIST	ORY FOR 2020 0	2 то 20	20 02			P 1 glacthst
ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	ОВ		AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74	10001	Cash & Pool	ed Invest	ments	SOY BA	LANCE			335,865.06	
20/02		APP C0204			PER 01	-		-6,288.61 -463.35	329,576.45 329,113.10	
20/02	C020420 80 02/04/20 A020420	APP A0204						-1,010.65	328,102.45	
	243 02/06/20 iNovah SYSTE	GNI 016940 M GENERATED		36060 JINE				7,700.00	335,802.45	
20/02	257 02/05/20 ST OF MN SYSTE		DUE TO I	JINE				24,394.17	360,196.62	
20/02		GNI 017183 M GENERATED	3 AmyG DUE TO I	36099 JINE				15,000.00	375,196.62	
20/02	491 02/11/20 A021120	APP A0211						-2,710.00	372,486.62	
20/02	719 02/14/20	PRJ						-3,927.64	368,558.98	
	840 02/18/20 C021820	APP C0218						-2.77	368,556.21	
	1121 02/20/20 iNovah SYSTE	GNI 017975 M GENERATED	5 AmyG DUE TO I	36219 JINE				15,000.00	383,556.21	
	1172 02/21/20 iNovah SYSTE	GNI 018249 M GENERATED) AmyG DUE TO I	36239 JINE				8,600.00	392,156.21	
20/02	1323 02/28/20	PRJ						-3,960.69	388,195.52	
	1413 02/27/20 WF PCARD SYSTE	GNI JAN M GENERATED	DUE TO I	INE				-192.51	388,003.01	
	1465 02/28/20 RECURRING DUE T		М					-525.00	387,478.01	
	LEDGER BALANCES	DEBITS:		70,694.17	CREDITS:		-19,081.22	NET:	51,612.95	
74	20050	Vouchers Pa	yable		SOY BA	LANCE			.00	
20/02	26 02/04/20 W C020420	API B 4397	7					-463.35	-463.35	
20/02	78 02/04/20	API B 4408	3					-1,010.65	-1,474.00	

a tyler erp solution

										a tyler erp solution
03/10/2 KorieB	020 08:13			g County DETAIL HISTO	RY FOR 2020 02	то 202	0 02			P 2 glacthst
ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB		AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
W	A020420									
	79 02/04/20 020420 AP CAS	APP C0204 SH DISBURSE	MENTS JOU	RNAL				463.35	-1,010.65	
- / -	80 02/04/20 020420 AP CAS	APP A0204 SH DISBURSE	MENTS JOU	RNAL				1,010.65	.00	
	488 02/11/20 A021120	API B 4427						-2,710.00	-2,710.00	
	491 02/11/20 021120 AP CAS	APP A0211 SH DISBURSE	MENTS JOU	RNAL				2,710.00	.00	
	784 02/18/20 C021820	API B 4439	I					-2.77	-2.77	
	840 02/18/20 021820 AP CAS	APP C0218 SH DISBURSE	MENTS JOU	RNAL				2.77	.00	
L	EDGER BALANCES -	DEBITS:		4,186.77	CREDITS:		-4,186.77	NET:	.00	
74	38400 E	Expenditure	S		SOY BALA	NCE			.00	
	26 02/04/20 C020420	API B 4397	,		PER 01			18,408.61 463.35	18,408.61 18,871.96	
20/02 W	78 02/04/20 A020420	API B 4408	-					1,010.65	19,882.61	
	488 02/11/20 A021120	API B 4427						2,710.00	22,592.61	
	719 02/14/20 AY021420 WARRAN							3,927.64	26,520.25	
- / -	784 02/18/20 C021820	API B 4439	I					2.77	26,523.02	
20/02	1323 02/28/20 AY022820 WARRAN							3,960.69	30,483.71	
20/02	1413 02/27/20 F PCARD							192.51	30,676.22	
20/02	1465 02/28/20 ECURRING	GEN						525.00	31,201.22	
L	EDGER BALANCES -	DEBITS:		31,201.22	CREDITS:		.00	NET:	31,201.22	

									a tyler erp solution
03/10/2 KorieB	2020 08:13			ng County DETAIL HISTOR	Y FOR 2020 02	то 2020 02			P 3 glacthst
ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	ОВ	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74	38500 I	Revenues			SOY BALA	ANCE		.00	
	243 02/06/20 Novah	GNI 016940	AmyG	36060	PER 01		-12,120.00 -7,700.00	-12,120.00 -19,820.00	
20/02		GEN					-24,394.17	-44,214.17	
	363 02/10/20 Novah	GNI 017183	AmyG	36099			-15,000.00	-59,214.17	
	1121 02/20/20 Novah	GNI 017975	AmyG	36219			-15,000.00	-74,214.17	
	1172 02/21/20 Novah	GNI 018249	AmyG	36239			-8,600.00	-82,814.17	
L	EDGER BALANCES ·	DEBITS:		.00	CREDITS:	-82,814	4.17 NET:	-82,814.17	
74830	53290 1	Natural Reso	ources		REVISED	BUDGET			.00
20/02 S	257 02/05/20 T OF MN DNR2Q						-24,394.17	-24,394.17	
L	EDGER BALANCES	DEBITS:		.00	CREDITS:	-24,394	4.17 NET:	-24,394.17	
74830	58300 1	Miscellaneou	us Other	Revenue	REVISED	BUDGET			.00
20/02 i	243 02/06/20 Novah TODD 2	GNI 016943 AIS SUPPORT	AmyG	36060			-7,700.00	-7,700.00	
20/02 i		GNI 017124 AMI AIS SUPP	AmyG PORT	36099			-15,000.00	-22,700.00	
	1121 02/20/20 Novah MORRIS	GNI 017981 SON AIS SUPP	AmyG PORT	36219			-15,000.00	-37,700.00	
	1172 02/21/20 Novah CW AIS	GNI 018251 S SUPPORT	AmyG	36239			-8,600.00	-46,300.00	
L	EDGER BALANCES ·	DEBITS:		.00	CREDITS:	-46,300).00 NET:	-46,300.00	

03/10/2 KorieB	2020 08:13		Wing County NT DETAIL HISTOP	RY FOR 2020 02 1	O 2020 02				P 4 glacthst
ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1 REF2	REF3	CHECK #	ОВ		AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	61000	Salaries & Wages	- Regular	REVISED E	BUDGET				.00
20/02 I		PRJ PR0214 12002 NT=200214 RUN=1		PER 01			949.42 2,681.04	7,949.42 10,630.46	
		PRJ PR0228 12002 NT=200228 RUN=1				:	2,681.04	13,311.50	
I	LEDGER BALANCES	DEBITS:	13,311.50	CREDITS:		00	NET:	13,311.50	
74830	61200	Active Insurance		REVISED E	UDGET				.00
20/02 I	719 02/14/20 PAY021420 WARRA	PRJ PR0214 12002 NT=200214 RUN=1	214 1200214 BI-WEEKL	PER 01		1,	698.61 860.28	1,698.61 2,558.89	
		PRJ PR0228 12002 NT=200228 RUN=1					838.33	3,397.22	
I	LEDGER BALANCES	DEBITS:	3,397.22	CREDITS:		00	NET:	3,397.22	
74830	61300	Employee Pension	& FICA	REVISED E	BUDGET				.00
20/02 I		PRJ PR0214 12002 NT=200214 RUN=1		PER 01		1,	164.63 386.32	1,164.63 1,550.95	
		PRJ PR0228 12002 NT=200228 RUN=1					386.32	1,937.27	
I	LEDGER BALANCES	DEBITS:	1,937.27	CREDITS:		00	NET:	1,937.27	
74830	61500	Worker's Compensa	tion	REVISED E	BUDGET				.00
20/02	488 02/11/20 W A021120 MCIT		118164 MN COUN	1921423 VTIES INTERGOV		:	2,216.00	2,216.00	
I	LEDGER BALANCES	DEBITS:	2,216.00	CREDITS:		00	NET:	2,216.00	

							K		20000	a tyler erp solution
03/10/2 KorieB	2020 08:13		Crow Wing ACCOUNT DE	County TAIL HISTOR	RY FOR 2020 02	TO 2020 02	1			P 5 glacthst
ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	ОВ		AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	62100	Telephone			REVISED	BUDGET				.00
20/02	784 02/18/20 W C021820 MONTHI	API 006205 LY CTC BILL		118748 CONSOLI	PER 01 21602 IDATED TELECOM	2		57.13 2.77	57.13 59.90	
	1323 02/28/20 pay022820 warran							55.00	114.90	
]	LEDGER BALANCES -	DEBITS:		114.90	CREDITS:		.00	NET:	114.90	
74830	62680 M	Non-Employee	Per Diems		REVISED	BUDGET				.00
20/02	26 02/04/20 W C020420 TED VA	API 003356 ANKEMPEN MHB	MEETING A	117549 ND HUBBARI	21463 COUNTY TREAS	}		50.00	50.00	
20/02	26 02/04/20 W C020420 MHB MH	API 003257 EETING AND M	ILEAGE	117550 GAASVIO	21458 G, CRAIG	3		50.00	100.00	
20/02	26 02/04/20 W C020420 MHB MH	API 002809 EETING AND M	IELAGE	117551 TINQUIS	21492 ST, DAVIN C	2		50.00	150.00	
20/02	26 02/04/20 W C020420 MIKE W	API 100532 WILSON MHB M	EETING	117552 MORRISC	1921269 DN COUNTY AUDI)		50.00	200.00	
]	LEDGER BALANCES -	DEBITS:		200.00	CREDITS:		.00	NET:	200.00	
74830	62720 1	Non-Employee	Mileage		REVISED	BUDGET				.00
20/02	26 02/04/20 W C020420 TED VA	API 003356 ANKEMPEN MHB	MEETING A	117549 ND HUBBARI	21463 COUNTY TREAS	5		32.20	32.20	
20/02	26 02/04/20 W C020420 MHB MH		ILEAGE	117550 GAASVIC	21458 G, CRAIG	}		58.65	90.85	
	26 02/04/20 W C020420 MHB MH		IELAGE	117551 TINQUIS	21492 ST, DAVIN C	2		69.00	159.85	
20/02	26 02/04/20 W C020420 MHB MI			117553 WILSON		,		103.50	263.35	
1	LEDGER BALANCES -	DEBITS:		263.35	CREDITS:		.00	NET:	263.35	

							sodo i	a tyler erp solution
03/10/2 KorieB	2020 08:13		Crow Wing County ACCOUNT DETAIL HIS:	FORY FOR 2020 02 1	ro 2020 02			P 6 glacthst
ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2 REF3	CHECK #	ОВ	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	62990 P	rof. & Tech	. Fee - Other	REVISED B	BUDGET			.00
20/02 W	78 02/04/20 A020420 TNC IN			PER 01 21513 own		7,315.00 1,010.65	7,315.00 8,325.65	
	488 02/11/20 N A021120 PACE L		118166 PACE	21577 ANALYTICAL SERV		194.00	8,519.65	
20/02 W	488 02/11/20 N A021120 PACE L		118167 PACE	21577 ANALYTICAL SERV		106.00	8,625.65	
20/02 W	488 02/11/20 N A021120 PACE L			21577 ANALYTICAL SERV		194.00	8,819.65	
	1465 02/28/20 RECURRING FINANC					525.00	9,344.65	
I	LEDGER BALANCES -	DEBITS:	9,344.65	CREDITS:	.00	NET:	9,344.65	
74830	63320 E	mployee Mil	eage	REVISED B	BUDGET			.00
20/02 W	1413 02/27/20 NF PCARD 1434 -	Aitkin cnt	y board acqui	PER 01		223.82 35.38	223.82 259.20	
20/02 W	1413 02/27/20 VF PCARD 1434 -	Miss Our F	uture Bemidji			90.48	349.68	
20/02 W	1413 02/27/20 VF PCARD 1434 -	MPCA impai	red water MTG			2.73	352.41	
20/02 W	1413 02/27/20 NF PCARD 1434 -	N.land Arb	Top 10 AIS			2.44	354.85	
	1413 02/27/20 VF PCARD 1434 -		B MTG			61.48	416.33	
I	LEDGER BALANCES -	DEBITS:	416.33	CREDITS:	.00	NET:	416.33	
	GRAND TOTAL -	DEBITS:	137,283.38	CREDITS:	-176,776.33	NET:	-39,492.95	

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

Planning and Zoning

Bemidji Annexation- Request for Moratorium to be Lifted

Section F - Construction or Structure Standards

F.1. Standards

The following table establishes the minimum standards for lot size, lot width, structure and ISTS setback, shore impact zone, and structure height for each zoning classification. The following standards apply to the Corridor:

Classification	Minimum lot size	Structure setback from OHWM	ISTS setback from OHWM	Lot Width at OHWM and at Building line	Shore Impact Zone	Structure Height
River Wild	10 acres	200 feet	150 feet	330 feet	100 feet	18 feet
River Scenic	5 acres	150 feet	125 feet	330 feet	75 feet	35 feet
Headwaters Lakes: General Development*	30,000 square feet	100 feet	75 feet	100 feet	50 feet	35 feet
Headwaters Lakes: Recreational Development*	40,000 square feet	100 feet	75 feet	150 feet	50 feet	35 feet
Headwaters Lakes: Natural Environment*	80,000 square feet	150 feet	150 feet	200 feet	75 feet	35 feet

*Unsewered / single dwelling - see MN Rules 6120-3300.

**General Development Lakes, Minnesota Rules 6120-3300 reduced lot area for only non riparian lots serviced by Public Service Districts.

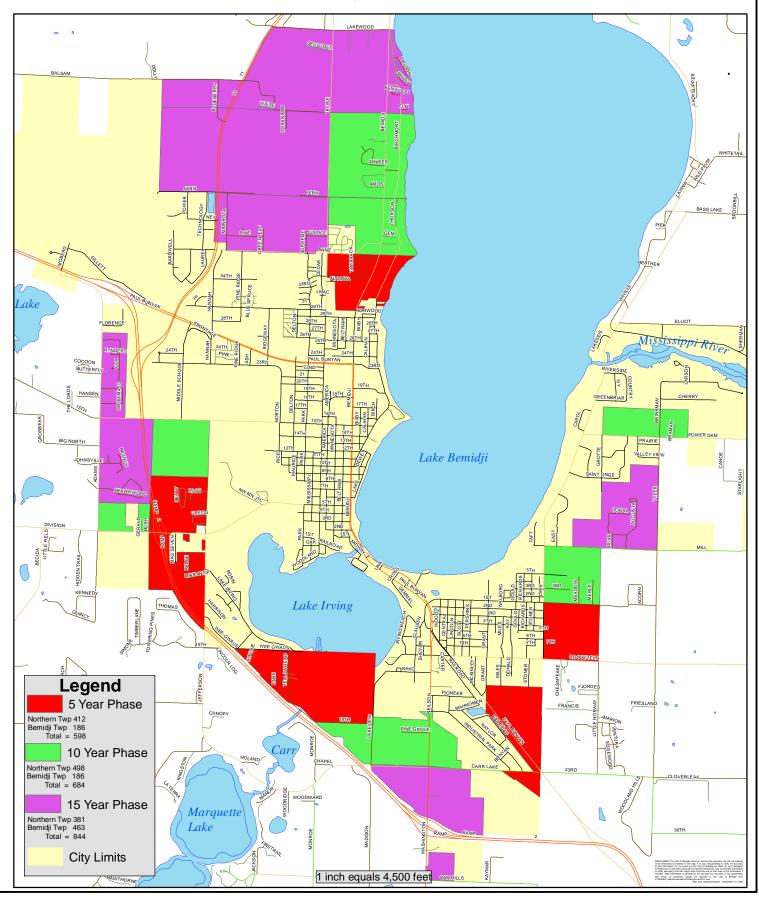
Note: New Joint Powers Board:

Riparian Lots, Lakes, Bemidji & Irvine minimum lot size with Public Service District 30,000 square feet, 100' X 300'

Non-riparian lots, Lakes Bemidji & Ervine minimum lot size with Public Service District, 20,000 square feet, 100' X 200'

The MHB recognizes that other local government, state, or federal regulations may be more restrictive than the above standards in certain areas or situations. The more restrictive regulations take precedence.

Orderly Annexation



BEMIDJI TOWNSHIP RESOLUTION NO. 04-29 NORTHERN TOWNSHIP RESOLUTION NO. 04-04 CITY OF BEMIDJI RESOLUTION NO. 5185



IN THE MATTER OF THE JOINT RESOLUTION OF THE CITY OF BEMIDJI AND THE TOWNS OF NORTHERN AND BEMIDJI DESIGNATING CERTAIN AREAS AS IN NEED OF ORDERLY ANNEXATION PURSUANT TO MINNESOTA STATUTES, SECTION 414.0325

JOINT RESOLUTION FOR ORDERLY ANNEXATION

WHEREAS, The City of Bemidji ("City") and the Townships of Northern and Bemidji ("Townships") desire to enter into an agreement for the orderly annexation of certain property, legally described herein, pursuant to Minnesota Statutes, Section § 414.0325; and

WHEREAS, the City and Townships agree that the properties legally described herein meet the definition for annexation as contained in applicable Minnesota Statutes; and

WHEREAS, it is in the best interest of the City, the Townships and their respective residents to agree to orderly annexation in furtherance of orderly growth and the protection of the public health, safety, and welfare; and

WHEREAS, the City and the Townships are in agreement as to the procedures and process for orderly annexation of said property described herein for the purpose of orderly, planned growth; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution for Orderly Annexation ("Joint Resolution"); and

WHEREAS, this Joint Resolution is contingent upon the simultaneous passage of a joint resolution establishing the Greater Bemidji Area Joint Powers Agreement ("Joint Powers Agreement") between the City and the Townships to implement and administer joint municipal planning, zoning and subdivision authority within the entire area of the three (3) jurisdictions; and

WHEREAS, The Joint Powers Agreement, which is attached hereto and incorporated within this resolution by reference, is intended to ensure that all three municipalities remain viable and thriving through comprehensive and cooperative planning for growth and development.

NOW, THEREFORE BE IT RESOLVED by the City of Bemidji, Beltrami County, Minnesota, and the Townships of Bemidji and Northern, Beltrami County, Minnesota, as follows:

1. **Filing of Joint Resolution**: Upon execution by the respective governing bodies of the City and Townships, the City shall file this Joint Resolution with Minnesota Planning (or successor agency).

2. **Designation of Annexation Area**: The following described lands will hereinafter be designated as the Orderly Annexation Area ("OAA") and said property is properly subject to orderly annexation pursuant to Minnesota Statute Section § 414.0325, Subdivision 1 and detachment pursuant to Minnesota Statute Section § 414.06. The OAA is legally described in Exhibit A and illustrated on a Boundary Map marked as Exhibit B, both exhibits being attached hereto and incorporated herewith. In the event that there are errors, omissions or any other problems with the legal description or mapping provided in Exhibits A and B in the judgment of Minnesota Planning, the parties agree to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by Minnesota Planning as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution.

3. **Interim Status**: All properties within the OAA shall remain in the Townships until annexed to the City in accordance with the terms of this Joint Resolution.

4. **Annexation/Detachment Procedure & Phasing**: Property lying within the OAA shall be annexed by the City in accordance with the procedures outlined in this paragraph:

A. **Annexation**: All the area within the OAA designated in Paragraph 2 shall be annexed over a period of fifteen (15) years. The Townships and City agree that phasing annexation and assimilation of the growth envisioned to occur within the OAA would benefit the City by reducing the financial risk of extending core facilities and municipal services into the OAA by extending such facilities all at one time. In turn, the parties mutually agree that a phased development, orderly annexation and detachment plan as envisioned by the Joint Resolution would benefit the Townships by phasing the impact of lost tax base on the remaining Townships' government and easing financial and lifestyle impacts that an immediate annexation of the area could impose on Township residents. For the purposes of this Joint Resolution, the OAA is divided into three (3) phases as legally described in Exhibit A.

Phase I:	See Exhibit A
Phase II:	See Exhibit A
Phase III:	See Exhibit A

B. **Detachment**: Upon annexation of Phase I properties in the OAA, and in accordance with Minn. Stat. § 414.06, Subd. 1, the City shall by petition filed with Minnesota Planning or its successor entity, initiate a proceeding to detach from the City the four (4) properties situated in Bemidji Township and described in Exhibit C attached hereto and incorporated herewith, hereinafter referred to as the "detached property."

For purposes of taxation, property taxes payable on the detached property shall continue to be paid to the City in the year in which the detachment becomes effective. If the detachment becomes effective on or before August 1st of a levy year, Bemidji Township may levy on the detached property beginning with the year of detachment. However, if detachment becomes effective after August 1st of a levy year, the City may continue to levy on the detached property for that levy year (i.e., property taxes payable and collected the following year), and Bemidji Township may not levy on the detached property until the following levy year.

In the event of an objection to detachment, City and Bemidji Township representatives agree to meet and cooperate in regards to any required formal response to such objection, and to negotiate any allocation of responsibility and/or cost necessary to resolve a contested detachment proceeding.

C. **Timing**: The OAA shall be annexed in phases as set forth below with the City filing an Annexation Resolution with Minnesota Planning (or its successor agency) at any time after the following:

- 1. Phase I property shall be annexed after January 1, 2010.
- 2. Phase II property shall be annexed after January 1, 2015.
- 3. Phase III property shall be annexed after January 1, 2020.

Upon receipt of an annexation Resolution as provided herein, Minnesota Planning may review and comment, but shall within thirty (30) days of receipt of said resolution and copy of this Joint Resolution, order the annexation of the area designated in the Annexation Resolution in accordance with the terms and conditions of this Joint Resolution. The City and Townships agree that no alteration of the stated boundaries as described in the Joint Resolution is appropriate, that no consideration by the Minnesota Planning is necessary and that all terms and conditions for annexation are provided for in this Joint Resolution. Upon receipt of the Annexation Order, the City shall provide a copy to the Beltrami County Auditor.

5. **Annexation Prohibition**: The City will not annex, attempt to annex, or support the annexation of any land lying within or outside the OAA except for those properties owned by the City and except by mutual agreement of the parties herein. It is anticipated that this Joint Resolution will have the full force and effect as is referenced in Minnesota Statute Section § 414.0325, Subd. 6.

6. Taxes:

A. **Tax Levy Phase – in for property owners**: When property is annexed, the City shall proportionally equalize any difference that may exist between the tax rate of the City and the tax rate of the Township so that the owners of the property annexed will pay an increased phase-in tax rate in substantially equal proportions over a period of five (5) years to equality with the tax rate on property already within the City in the same tax classification.

Taxes to be Distributed to Townships: OAA property annexed to the City shall retain the zoning classification(s) as legislated under the originating Township's zoning ordinance, unless and until reclassified by the City acting through the Greater Bemidii Area Joint Planning and Zoning Board or its successor planning and zoning agency. The City shall complete each phase of annexation prior to August 1st of the year of annexation, thereby enabling the City to levy against the annexed property in the year of annexation. However, in regards to property tax distribution, in the year of annexation each Township shall retain 100% of the property taxes payable in the year of annexation (levied by the Township the previous year) which would have been distributed to the Township but for annexation. In the first year following the year of annexation, the City shall make a cash payment to each Township in an amount equal to 80% of the property taxes levied by the City against the annexed area within that Township in the year of annexation; in the second year, the City shall make a cash payment in an amount equal to 60% of the property taxes levied by the City in the year of annexation; in the third year an amount equal to 40%; and, finally, in the fourth year following the year of annexation, an amount equal to 20% of the property taxes levied by the City in the year of annexation. Property tax redistribution will cease after the fourth calendar year following the year of annexation. Payments shall be made twice a year within 30 days of receipt thereof.

TAX SHARING CHART

Year of Annexation	Township Tax Receipt
1 st Year	100% of Township property taxes in the year of annexation
2 nd Year	80% of City property taxes levied in the year of annexation
3 rd Year	60% of City property taxes levied in the year of annexation
4 th Year	40% of City property taxes levied in the year of annexation
5 th Year	20% of City property taxes levied in the year of annexation

7. **Assessments & Capital Improvements**: Any assessments for public improvements benefiting the annexed property which are still due the Townships will be collected by the City under its assessment collection procedure and such payments will be reimbursed to the Townships until said assessments are paid in full. The Township will provide the City such information as is necessary to ensure the recovery of assessments. The City will reimburse the Townships said assessment payments within thirty (30) days of City's receipt of the County's property tax reconciliation distributions. In the event that payment is received prior to the County property tax reconciliation distribution date to the City, the City will reimburse within thirty (30) days. The Townships and City shall share and discuss capital improvement project plans that may impact areas adjacent to or within the OAA and may negotiate the payment for capital improvements, reimbursement and/or sharing of costs.

8. **Municipal Services**: Upon Annexation, the City shall provide the annexed properties the same services entitled to similarly situated properties within the jurisdiction of the City. Available city services include, but are not limited to the following:

A. Law enforcement and Fire protection services: Law enforcement and fire protection services shall be available to all property owners within the annexed areas under the same terms conditions and policies as are available to all city property owners.

B. Sewer & Water: When this Joint Resolution has been fully executed by all parties hereto, any resident within the OAA is eligible to petition the City for extension of Municipal sanitary sewer and/or water utility services, subject, however, to the written manual of "Policies for Public Improvements" adopted by the Bemidji City Council on April 6, 1998, and as revised March 2001, including, specifically, the water and sewer connection or payment deferral policy(ies) setforth therein. The parties hereto understand and agree that sanitary sewer and water utility extension requests are typically subject to project specific adjustments to achieve project feasibility and a more equitable distribution of special assessments. However, in the event there is a proposal to revise the actual written policy manual language pertaining to the connection and/or payment deferral policy, the proposed revision shall be reviewed by the Greater Bemidji Area Joint Planning Board before any formal action to revise the policy manual is considered by the City Council. Proposed

revision(s) shall be submitted to the Joint Planning Board a minimum of sixty (60) days prior to any scheduled formal decision by the Council. The Council will seriously consider the recommendations of the Board. The sanitary sewer and water connection and payment deferral policy(ies) shall be uniformly administered within the City and the OAA.

C. **Parks**: The City's Park Department will assume responsibility and authority for public parks located within each phase of annexation immediately upon completion of annexation.

D. **Streets & Roads**: In the event that annexation results in a new border of the City abutting one side of a Township road, that road shall be treated as a line road. Thereafter, City and Township representatives shall meet to develop agreements for equitable division of the costs and responsibilities to be born by each for the maintenance of the line road. Line road agreements shall be subject to approval by each affected jurisdiction's governing body.

9. **Joint Planning and Zoning Powers Agreement:** Under a Joint Powers Agreement, initiated by resolution of each participating jurisdiction, the City and Townships shall create the Greater Bemidji Area Joint Planning Board for the purpose of exercising planning, zoning and subdivision controls within the OAA as well as the entire area encompassing the three municipalities. The resolution initiating the joint powers agreement shall be adopted at the same time as this Joint Resolution.

10. **Term of Joint Resolution/Amendment**: This Joint Resolution shall be in full force and effect immediately upon the document being fully executed by all parties hereto, and shall terminate upon annexation of Phase III properties in the OAA. The on-going obligations for tax levy phase-in, property tax distribution and assessment reimbursement set forth under Paragraphs 6 and 7 herein, shall survive and remain in full force and effect until those obligations are fully satisfied. The orderly annexation agreement memorialized in this Joint Resolution may be terminated earlier by mutual, written joint resolution of the City and Townships. Similarly, this Joint Resolution also may be amended or changed upon mutual, written agreement of all the parties. City and Township representatives agree to meet from time to time and no less than at least once annually, to discuss requested or necessary modifications and amendments to this Joint Resolution. Participation of other townships within the Greater Bemidji Area, may be joined under this Joint Resolution upon mutual written agreement of all the parties.

11. **Governing Law**: This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

12. **Severability**: In the event that any portion of this Joint Resolution is declared null and void or unenforceable by a court of law, the validity of the remaining terms and provisions shall not be affected and the Joint Resolution shall be construed and enforced as if the Joint Resolution did not contain the particular term or provision held to be invalid. The City and Townships agree to implement the procedures under Paragraph 15 to correct any such provision that was stricken.

13. **Responsibility for Costs**. The City and Townships agree to share equally all fees related to the drafting and filing of this document. The City and Townships shall pay their own respective attorney and planner fees and any other costs related to the review of this document.

14. **Entire Agreement**: The terms, covenants, conditions and provisions of this Joint Resolution, including the present and all future attachments or exhibits, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Townships.

15. **Resolution of Disputes**: If there is a disagreement as to the interpretation or implementation of the Joint Resolution, the City and Townships shall implement the below-outlined dispute resolution procedures in the following sequence:

A. **Negotiation**: Representatives of the City and Townships will meet a minimum of one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

4

Β. Mediation: If negotiation is not successful, parties shall participate in a minimum of one (1) mediation session with a mutually agreed upon mediator to resolve the dispute.

C. Binding Arbitration/Adjudication: If mediation is not successful, the parties may agree to submit their respective grievances to binding arbitration or may seek relief through initiation of an action in a court of competent jurisdiction, which may include, but not be limited to specific performance to compel the performance as outlined in this Joint Resolution. In addition to the remedies afforded to the parties through law and equity, the Court shall have the authority to award reasonable attorney fees, costs and expenses to a party found to be in violation of the terms of this agreement.

16. Heading & Captions: Headings and Captions are for convenience only and are not intended to alter any of the provisions of this joint resolution for orderly annexation.

CITY OF BEMIDJI, MINNESOTA

ADOPTED by the City Council of the City of Bemidji this 1st day of November, 2004.

Richard Lehmann, Mayor

David J. Minke, City Manager

ATTEST: R Shirley Sherman, City Clerk

BEMIDJI TOWNSHIP, MINNESOTA

ADOPTED by the Township Board of Supervisors for the Township of Bemidji this ______ day of _______, 2004.

<u>Absent</u> Ken Howe, Town Chairperson

Beil Town Supervisor

Absent

Lowell Vagel, Town Supervisor

ATTEST:

a an

Lanee Paulson, Town Clerk

John Rowles, Town Supervisor

M er

Mark Paulson, Town Supervisor

NORTHERN TOWNSHIP, MINNESOTA

ADOPTED by the Township Board of Supervisors for the Township of Northern this 8th day of <u>Manual Manual 1</u>, 2004.

9

F

Dan Bahr, Town Chairperson

<u>Abstained</u> Km Kristi Miller, Town Supervisor Km

ese

Paul Wiese, Town Supervisor

ATTEST:

Mary Scrulson Mary Istaelson, Town Clerk

Dale Hoosier, Town Supervisor

10l K Angrent 1 (

Nathan Ringgenberg, Town Supervisor

EXHIBIT A - LEGAL DESCRIPTIONS Northern Township Annexation Parcels

5 year - Phase 1

1. South one-half (S 1/2) of Section 33, Township 147N, Range 33W, less previously annexed tracts.

10 year - Phase 2

- 1. Section 28, Township 147N, Range 33W, less North one-half of the Northwest Quarter (N 1/2 of NW 1/4), and less Government Lot 1.
- 2. North one-half (N 1/2) of Section 33, Township147N, Range 33W, less previous annexed tracts.

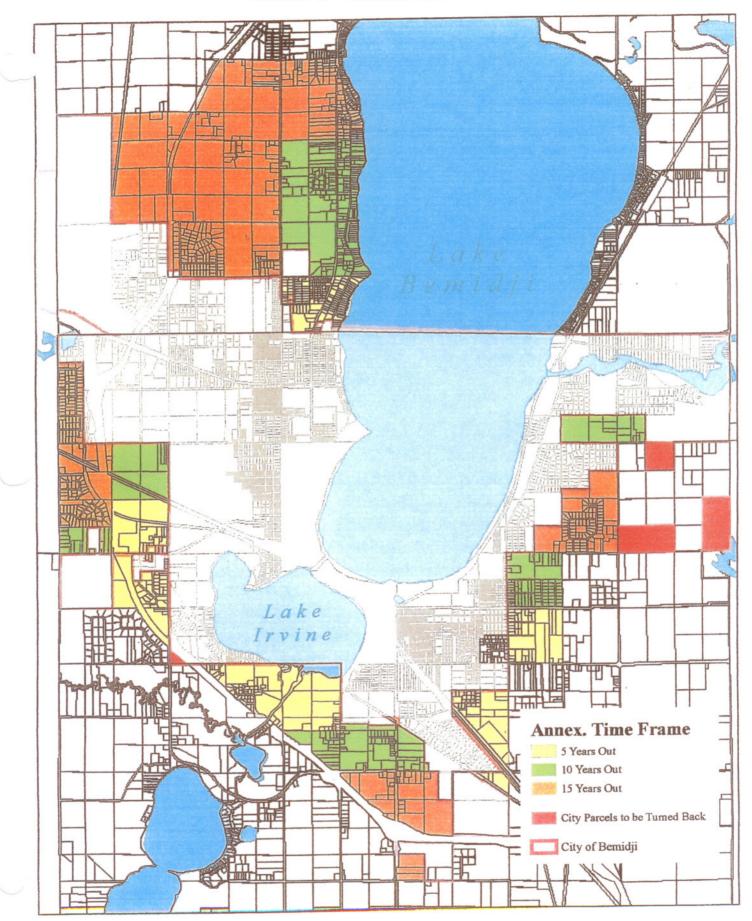
15 year - Phase 3

- 1. That part of South one-half (S 1/2) of Section 20, Township 147N, Range 33W, lying southeasterly of US Trunk Highway 71.
- 2. South one-half (S 1/2) of Section 21, Township 147N, Range 33W.
- 3. North one-half of the Northwest Quarter (N 1/2 of NW 1/4), and Government Lot 1, all in Section 28, Township 147N, Range 33W.
- 4. Section 29, Township 147N, Range 33W.
- 5. East one-half (E 1/2) of Section 30, Township 147N, Range 33W.
- 6. North one-half (N 1/2) of Section 32, Township 147N, Range 33W, less previously annexed tracts.

EXHIBIT A – LEGAL DESCRIPTIONS CONTINUED Bemidji Township Annexation Parcels

5 year - Phase 1

- 1. Southeast Quarter (SE 1/4), Section 7, Township 146N, Range 33W, less previously annexed tracts.
- 2. Southwest Quarter (SW 1/4), Section 14, Township 146N, Range 33W.
- Northeast Quarter (NE 1/4), Section 18, Township 146N, Range 33W, less previously annexed tracts.
- 4. That part of the Southeast Quarter (SE 1/4), Section 18, Township 146N, Range 33W, lying northeasterly of Trunk Highway 2 and 71.
- 5. That part of Section 20, Township 146N, Range 33W, lying northeasterly of US Trunk Highway 2 and 71.
- 6. Northwest Quarter (NW 1/4), Section 21, Township 146N, Range 33W.
- 7. North one-half of the North one-half of the Southwest Quarter (N 1/2 of N 1/2 of SW 1/4), Section 21, Township 146N, Range 33W, less previously annexed tracts.
- South one-half of the Northeast Quarter (S 1/2 of NE 1/4), Section 22, Township 146N, Range 33W.
- 9. That part of the Southeast Quarter (SE 1/4), Section 22, Township 146N, Range 33W, lying northeasterly of the BNSF Railroad right-of-way.
- 10. That part of the Northeast Quarter (NE 1/4), Section 27, Township 146N, Range 33W, lying northeasterly of the abandoned former M&I Railroad right-of-way.



10 year - Phase 2

- 1. Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4), Section 1, Township 146N, Range 33W.
- 2. South one-half of the Southeast Quarter (S 1/2 of SE 1/4), Section 2, Township 146N, Range 33W.
- 3. Northeast Quarter (NE 1/4), Section 7, Township 146N, Range 33W.
- 4. South one-half of the Southwest Quarter (S 1/2 of SW 1/4), Section 7, Township 146N, Range 33W, less previously annexed tracts.
- 5. Northwest Quarter (NW 1/4), Section 14, Township 146N, Range 33W.
- 6. Southeast Quarter (SE 1/4), Section 21, Township 146N, Range 33W, less previously annexed tracts.
- That part of the South one-half of the North one-half of the Southwest Quarter (S 1/2 of N 1/2 of SW 1/4), and the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4), all in Section 21, Township 146N, Range 33W, lying northeasterly of Trunk Highway 2 and 71 bypass.
- 8. Southwest Quarter (SW 1/4), Section 22, Township 146N, Range 33W, less previously annexed tracts.

15 year - Phase 3

- 1. Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4), and the West onehalf of the Southwest Quarter (W 1/2 of SW 1/4), all in Section 6, Township 146N, Range 33W.
- 2. Northwest Quarter (NW 1/4), and North one-half of the Southwest Quarter (N 1/2 of SW 1/4), all in Section 7, Township 146N, Range 33W.
- 3. Section 11, Township 146N, Range 33W, less previously annexed tracts.
- 4. West one-half (W 1/2) of Section 27, Township 146N, Range 33W, less previously annexed tracts.
- 5. That part of the Northeast Quarter (NE 1/4), Section 28, Township 146N, Range 33W, lying northeasterly of Trunk Highway 2 and 71.

EXHIBIT C Properties Proposed for Detachment Bemidji Township

- 1. East one-half of the Southeast Quarter (E 1/2 of SE 1/4), Section 12, T146N, R33W.
- 2. South one-half of the Southwest Quarter (S 1/2 of SW 1/4), Section 12, T146N, R33W.
- 3. Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4), Section 12, T146N, R33W.
- 4. That part of the Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4), Section 17, T146N, R33W, lying southwesterly of Trunk Highway 2 and 71.

Action/Discussion

Hubbard request MHB funding for Envirothon Annual Work Plan & Budget approval DNR Joint Powers Agreement and MHB Resolution for Agreement Upper Miss. 1 Watershed 1 Plan and MHB Involvement Conversation Executive Director's Report



February 11, 2020

Mississippi Headwaters Board Tim Terrill-Executive Director 322 Laurel St Brainerd, MN 56401

Dear Mr. Terrill,

This year's North Central Area 8 Envirothon is being held on Wednesday, May 6, 2020 at Lake Bemidji State Park. We are anticipating participation from Lake of the Woods, Wadena, Itasca, Beltrami, Cass, Crow Wing, Hubbard, and Koochiching SWCD's and schools.

The Envirothon provides an educational opportunity to expose students, grades 6-12, to Minnesota's ecology, and to recognize student achievements beyond athletics. The three top scoring high school teams will compete at the state level at the Itasca Biological Station on May 18th. The state winners will be able to compete at nationals on July 26th – August 1st at University of Nebraska in Lincoln, NE. We have sent a team to nationals in the past and hope to again!

Although the people involved in this event donate their time, there are monetary expenses that are necessary to hold this event for supplies, trophies, shirts, snacks and lunches along with other items. Monetary support is important to the success of our Envirothon and we want to thank you again for your wonderful donation of \$300 last year! We hope you can help with this year's expenses again. There will be a list of sponsors at the Envirothon and sent to the local newspapers.

If you have any questions regarding the Envirothon, please contact me at 732-0121.

Sincerely,

Jean nnetto (

Annette Olson Administrative Assistant

Why a competition like this?

- To allow students to showcase . their environmental expertise
- To provide an educational • opportunity and expose students to Minnesota's ecology
- To encourage academic • excellence and recognize students' outstanding accomplishments in areas beyond athletics

How can we get involved?

- Contact your school's agriculture or ٠ science teacher, or
- Contact your local Soil & Water ٠ Conservation District, or
- Contact any committee member . listed on the back of this brochure



2020 Fnvirothon Committee

Megan FitzGerald Beltrami SWCD 218-243-2749 megan.fitzgerald@co.beltrami.mn.us

Kelly Condiff 218-547-7399 Cass SWCD kelly.condiff@co.cass.mn.us

Lori Buell Clearwater SWCD 218-694-6845 lori.buell@mn.nacdnet.net

Sheila Boldt Crow Wing SWCD 218-828-6197 sheila.boldt@crowwingswcd.org

Crystal Mathisrud Hubbard SWCD 218-732-0121 crystal.mathisrud@mn.nacdnet.net

Tim Frits Itasca SWCD tim.frits@itascaswcd.org

218-326-0017

Jolen Simon Koochiching SWCD 218-283-1180 jolen.simon@co.koochiching.mn.us

Corryn Trask Lake of the Woods SWCD 218-634-1842 corryn.trask@mn.nacdnet.net

Anne Oldakowski Wadena SWCD 218-632-4201 anne.oldakowski@wadena.mnswcd.org



2020 North Central Fnvírothon

An Outdoor Learning Event for Students Promoting Natural Resource Involvement and Education



Offered again this year Junior Envirothon available for grades 6-8



What is the Envirothon?

- Nationwide event began in Pennsylvania in 1979
- Began in Minnesota in 1993
- Unique, hands-on outdoor competition for students in grades 9-12
- Challenges students' environmental knowledge and problem solving skills
- Teams visit five 25-minute learning stations based on key areas of the environment
- Stations presented by natural resource professionals in the fields of wetlands, wildlife, forestry, soils and a current environmental issue
- Students make an 8-10 minute oral presentation
- Top three **9-12th grade** teams from Area VIII advance to state competition
- Winner of Minnesota's competition advances to the National Canon Envirothon

When & Where?

- The 2020 North Central Envirothon will be held Wednesday, May 6, 2020 at Lake Bemidji State Park, Bemidji, MN
- Minnesota State Envirothon for grades 9-12 will be held May 18, 2020 at the Itasca Biological Station in Itasca State Park.
- This year's national Canon Envirothon will be held July 26-August 1 at the University of Nebraska in Lincoln, Nebraska.



Who can participate?

- Teams consist of 5 students working collaboratively to answer 20 questions at each learning station
- Students must be in grades 9-12 or 6-8 to compete in the Junior Envirothon
- Each team has an adult advisor (advisor can serve for up to three teams)



Details for North Central

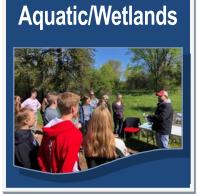
- Wednesday, May 6, 2020
- Event held rain or shine
- Registration begins at 8:45 a.m.
- Students are served morning snack and lunch
- Prizes given

MINNESOTA State Envirothon

North America's largest high school environmental education competition



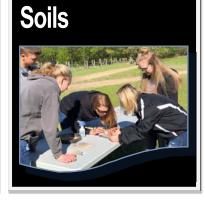
Local natural resource professionals facilitate 5 hands-on learning stations:



Aquatic habitat, hydrologic cycle, water quality, wetlands, and more.

Forestry

Forest management and silviculture, tree identification, and more.



Soil classes, properties and profiles, erosion potential, and more.

Adaptation, species identification, survival needs, and more.

Wildlife

Current Issue*



* *New topic each year*—2020 Topic: Water Resource Management: Local Control and Local Solutions.

Competitions:

Teams of 5 students compete by taking exams and giving an oral presentation.

Local

Wednesday, May 6, 2020: High school students compete each year at 8 regional Envirothon's.

For more info, contact your local Soil and Water Conservation District: www.maswcd.org Click 'SWCDs On the Web'

State

Monday, May 18, 2020:

Top 3 teams in each regional competition advance to the State Envirothon, May 18, 2020, at Itasca Biological Station, located in the Itasca State Park. http://www.maswcd.org/

envirothon.htm

National

July 26 - August 1, 2020:

The national Envirothon will be held July 26 –August 1, 2020, at the University of Nebraska located in Lincoln. For more information about the national Envirothon, please refer to their website. www.envirothon.org



Minnesota Association of Soil and Water Conservation Districts (MASWCD) is a 501(c)(3) nonprofit corporation, representing the Soil and Water Conservation Districts of Minnesota. Donations to MASWCD are tax-deductible.

Bottom Line

Participating students learn about Minnesota's natural resources, collaborate with fellow team members, and discover career options in natural resource management.

Combining in-class curriculum with hands-on field experiences.

The Envirothon is a hands-on environmental and natural resources problem solving competition that builds leadership skills for high school students in grades 9-12.

The program consists of in-class curriculum with hands-on outdoor field experiences where students can learn natural resource management techniques from natural resource professionals.

Participating teams are trained and tested in five natural resource categories: Aquatics/ Wetlands, Forestry, Soils, Wildlife, and Current Environmental Issues. Each team is also required to give a 10-minute oral presentation. The oral presentation challenges teams to work together and communicate their solution to a complex environmental issue in front of a panel of judges.



Regional area competitions are hosted and by local **Soil and Water Conservation Districts** (**SWCDs**) The SWCDs partner with conservation organizations, educators, and other natural resource agencies to assist with the regional events. The top 3 teams from each regional area advance to the Minnesota State Envirothon.

The Program:

- Educates future resource stewards.
- Promotes E-STEM: Environment, Science, Technology, Engineering, and Math education.
- Creates Community Awareness
- Fosters appreciation and respect for the natural world and fellow citizens.
- Expands students' knowledge and comprehension skills.



Students are exposed to real life environmental

concerns, while also receiving the opportunity to learn more about environmental career opportunities and responsibilities.



For more information about the Envirothon, or for sponsorship opportunities contact: Judy Johnston, MN Envirothon Coordinator Stevens County SWCD 12 Highway 28 E, Suite 2 | Morris, MN 56267 Phone: (320) 589-4886 ext. 114 judy.johnston@stevensswcd.org







Current Issue Scenario 2020

Water Resource Management: Local Control and Local Solutions

The land and lakes near Itasca State Park make up a significant natural resource for the state of Minnesota. This area is home to numerous diverse flora and fauna, provides ample recreational opportunities, and is a continual draw for those wanting to experience Minnesota's natural beauty. Agriculture, like tourism, also supports the economy in some counties in this area of the state. In recent years, agriculture in the form of potato farms has been creeping toward the Itasca State Park region. This process converts forested lands dominated by pines to irrigated agriculture.

The Itasca State Park region is part of the Upper Mississippi River basin. Recent studies show that the rates of land conversion from forests to agriculture in the Upper Mississippi River basin are among the highest in the country. Without best management practices employed, the high quality waters resources (i.e., surface water quality and groundwater supplies) in the Upper Mississippi River basin may be threatened. Because of the important economic and social benefits the Itasca State Park region provides to the state, this topic has received attention from various local and state governmental organizations as well as news organizations.

A retiree was recently selected to take the lead of local lake association for Straight Lake in Becker County, Minnesota (Figure 1). The lake association has not been active for many years, but that is changing because of recent articles lakeshore owners are reading in newspapers. The lake association has contracted you to put together management recommendations for the lake and lakeshore owners. They request that the recommendations be based on sound science. The lake association leader knows there are many background materials on the land, surface waters, and groundwater near Straight Lake because of recent issues related to: 1) groundwater use and quality, 2) surface water quality and fisheries, and 3) land conversion from forests to agriculture. However, the leader does not have the expertise to sift through this information and then formulate a plan for the lake association. Finally, although the requested recommendations are primarily intended for Straight Lake, the lake association members would also like to know more about the groundwater in their area and why the Minnesota Department of Natural Resources are concerned about groundwater quantity and quality of the Pinelands Sands area (Figure 2).

Expectations from lake association:

- 1) Develop a general assessment of the water resources in their area including:
 - a. current water quality in Straight Lake, any long-term trends available, and how Straight Lake water quality compares with other lakes in the area
 - b. description of the Pineland Sands area aquifer and any long-term trends available
 - c. description of the current threats to water quality and quantity of Straight Lake and the Pineland Sands area aquifer
- 2) Recommendations for property owners to either maintain or improve their shoreline and lawn care. Keep in mind that most owners will only be able to commit minimal financial resources to any proposed projects.
- 3) Many lakeshore owners are nearing retirement and planning for their futures. Many of them have expressed interest in leaving a conservation legacy to promote a healthy lake. As such, the lake association is asking for the plan to include any options owners have for placing restrictions on their land before selling it or passing it on to their children.
- 4) Many members of the lake association enjoy fishing in Straight Lake and the three nearby-designated trout streams (Straight River, Upper Straight Creek, and Straight Lake Creek). They heard that cisco (tullibee) are

important in supporting sport fish in lakes and have recently read about threats to cisco populations in Minnesota in the news. Therefore, they request the plan to include:

- a. Description of the role cisco play in Minnesota fisheries
- b. Description of current threats to cisco populations in northern Minnesota
- c. Status of cisco populations in Straight Lake
- d. Recommendations for best land management practices by lakeshore owners to promote healthy cisco populations

Figures



Figure 1. Satellite view of Straight Lake in Becker, County Minnesota.



Figure 2. Pineland Sands Area in the shaded portion of the map. According to Richard Peterson of the Minnesota Department of Natural Resources, "The Pineland Sands Area is a glacial outwash area characterized by fine to coarse grained sands and gravels which are well drained. These sandy soils also infiltrate a significant amount of precipitation making them important groundwater recharge areas. The water table aquifer and surface water bodies in this area are interconnected and dependent on one another. Withdrawals in the water table aquifer can cause lower water levels in the nearby wetlands, lakes and streams. Some of the streams are designated trout streams and highly dependent on a cold groundwater supply."

Resources

- Straight Lake natural resource data and information. Useful links on the left of the page. <u>https://www.dnr.state.mn.us/lakefind/lake.html?id=03001000</u>
- General resources for managing water
 <u>https://extension.umn.edu/natural-resources#water</u>
- A Citizen's Guide to Lake Protection
 <u>http://www.shorelandmanagement.org/depth/citizen.pdf</u>
- **Understanding Shoreland BMPs <u>http://www.shorelandmanagement.org/depth/bmp.pdf</u>
- Fact-sheet blue-green algae <u>https://www.pca.state.mn.us/sites/default/files/wq-s1-90.pdf</u>
- **Straight River Groundwater Management Area Plan https://files.dnr.state.mn.us/waters/gwmp/area-sr/sr_gwma_plan.pdf
- Refuge for Tullibees
 <u>https://www.dnr.state.mn.us/mcvmagazine/issues/2016/may-jun/refuge-lakes.html</u>
- Articles in popular press read by lake association members
 - o <u>http://www.startribune.com/a-great-river-at-risk/394188561/</u>
 - o <u>http://www.startribune.com/interactive-the-urgent-threats-facing-the-mississippi-river/393294531/</u>
 - <u>http://www.startribune.com/mighty-mississippi-river-faces-mounting-environmental-threats/393294611/</u>
 - <u>http://www.startribune.com/feb-6-dnr-halts-pines-to-potatoes-conversion-in-central-minnesota/290946331/</u>

**Denotes resources are lengthy and at times technical, but have useful materials throughout the document.

Mississippi Headwaters Board Work Plan July 1st, 2020 to June 30th, 2021 SFY 2021

This Work Plan is submitted as required by Minnesota Statue 103F.361 to 103F.377 and the MNDNR. The Work Plan is to be implemented by the joint powers board member counties of Aitkin, Beltrami, Cass, Clearwater, Crow Wing, Hubbard, Itasca and Morrison in conjunction with the attached budget. This proposed budget recognizes the work that has been accomplished the last couple of years, and looks forward to full funding of what we can accomplish with ever increasing responsibility to protect the first 400 miles of the Mississippi River.

WORK PLAN:

The Mississippi Headwaters Board (MHB) participates with and provides leadership and staff support to citizens and partners within the Upper 400 mile Mississippi River corridor, as funding permits, in four program areas:

- A.1. Protect and Enhance Scientific Values
- A.2. Protect and Enhance Natural Values
- A.3. Protect and Enhance Historic/Cultural Values
- A.4. Protect and Enhance Recreational Values
- A.5. Administration

The Mississippi Headwaters Board has made river protection a priority, and remains ready to champion the development of this cause. The funding necessary to complete this will require utilizing many revenue streams such as: Clean Water Legacy, general appropriation, Outdoor Heritage funding, and private funding opportunities. The work plan and budget constitute an effective plan to coordinate Mississippi Headwaters Board efforts with the Minnesota's water protection initiatives. This organization is up to the challenge with and through the on-going support of the state of Minnesota, our eight member counties, various local agencies, and private partners. Below are key initiatives that the Mississippi Headwaters Board plans to execute, followed by the four program area details as mentioned above.

SFY 2021 INITIATIVES

I. Stormwater Implementation

The Executive Director will implement the LCCMR grant to help acquire approximately 14 acres for Baxter.

Measureable: Land will be acquired in the city of Baxter to help secure a place for a stormwater prevention practice to be installed later.

Result:

II. Aquatic Invasive Species (AIS)

Implement funding for Social Media campaign.

Measurable: Leverage approximately \$70,000 to increase 6,000-8,000 followers on Facebook and 1,500 followers on Twitter.

Result:

III. Natural Resource Protection

The MHB will implement the new legislative appropriation from the Outdoor Heritage Council

Measurable: Tim will report acres and projected acres that the program has preserved.

Result:

--Purchase 442 acres of private land that is an inholding in the Savanna State Forest, Aitkin County, and convey to DNR Forestry as an addition to the state forest.

--Purchase 24 acres on the Mississippi River in Crow Wing County and convey to DNR Wildlife to append to the newly created Indian Jack WMA.

--Purchase 22 acres on the Mississippi River and convey to Crow Wing County to add to 159 acres acquired in 2019 and conveyed to Crow Wing County. This county forest land is part of a larger contiguous permanently protected habitat complex along the Mississippi in Crow Wing County that includes over 9 miles of river and 1,672 acres of county and state forest and two conservation easements.

--Complete and record 9 easements in Aitkin County (983 acres), 3 easements in Crow Wing County (200 acres); two easements in Morrison County (163 acres) and 1 easement in Itasca County (92 acres).

--With new funding of \$4.3 million to be approved by the 2020 State Legislature and available July 1, an easement waiting list of over 25 landowners can be addressed and new acquisitions explored. Beltrami County SWCD will start processing easements that fit MHHCP program criteria.

IV. Recreational signage

Produce an MOU between the MHB and DNR that promotes recreational signage on DNR administered accesses.

Measurable: Tim will have a MOU signed that will allow recreational signage on DNR administered accesses.

Result:	Aitkin	Waldeck to Kimball access
		Kimball to Aitkin County Campground access
	Crow Wing	Kiwanis to Crow Wing State Park
	Morrison	Maple Island Park to Blanchard Dam

PROGRAM AREAS

A.1.To Protect and Enhance Scientific Values

Goal: Organize agencies and organizations to promote protection of the Mississippi River regarding water monitoring and scientific data accumulation and modeling.

The MHB will:

—use data to identify and prioritize water quality issues pertaining to stormwater, groundwater, and source water protection;

—promote the use of best available technologies and develop processes to ensure that data is incorporated into state and county planning efforts.

A.2.To Protect and Enhance Natural Values

Goal: To preserve and protect the habitat and water quality of the Mississippi River and watersheds that drain into it by coordinating partnerships that meet the goals of the MHB.

The MHB will:

---form partnerships to promote the leadership of the MHB while leveraging resources to protect the river;

—protect and restore parcels along the Corridor and catchments to enhance the habitat and water quality of the catchment in cooperation with government and non-profit agencies;

—work with federal, state, and local agencies to ensure consistent communication between multijurisdictional entities;

—continue regional planning and implementation of stormwater protection practices with cities to help preserve the Mississippi River and continue developing regional and statewide awareness and education efforts about aquatic invasive species;

—maintain and enforce the Plan and minimum zoning standards to promote consistent performancebased zoning; mitigate impervious lot expansion through BMPs and plans; and maintain public land ownership in the Corridor.

A.3.To Protect and Enhance Historic/Cultural Values

Goal: Create partnerships and strategies with organizations to develop, protect, promote, store, display, and increase awareness about the Mississippi River's valuable history and cultural areas.

The MHB will:

—utilize its website and the best available technologies to collect, store, and disseminate historical and cultural information;

-coordinate partners and tribes to gain and disseminate information of culturally significant areas and encourage the preservation of historic maps, photographs, and documents.

A.4.To Protect and Enhance Recreational Values

Goal: Facilitate and maintain new and existing partnerships with stakeholders to promote, develop, and protect the recreational opportunities that complement the Mississippi River.

The MHB will:

- work with local, county, and state partners to coordinate efforts and improvements to the Great River Road and the Mississippi River Trail to help people experience the river in a meaningful way;
- help coordinate multi-purpose water and recreational trail plans to encourage planning and implementation consistency at a regional level.
- work with local, county, and state partners to coordinate efforts to protect the member counties from invasive species.

A.5. Administration:

Consistent with the MCIT (Minnesota County Trust Insurance) and other government policies, Mississippi Headwaters Board will administer, coordinate, and communicate efficiently and ethically in the public interest, to provide cost efficient, reliable and courteous public service to the best of its ability. This will be accomplished in compliance with the enabling statute and the Comprehensive Land-use Plan. The computer programs will be used to the maximum potential within the abilities of staff, taking into consideration that many constituents rely on traditional means of communication and cannot be neglected.

- 1. Provide technical support, staff support, comment, training and review as needed.
- 2. Ensure consistent, administered action of minimum standards through zoning procedures and a prioritized risk assessment methodology for specific river focused objectives.
- 3. Provide review and comment of conditional use projects in the corridor.
- 4. Certify county actions on variances, ordinances, and amendments to zoning ordinances; or utilize process for appeal.
- 5. Work with applicants (and/or local zoning personnel) prior to the board meeting in order to improve application quality and compliance.
- 6. Meetings (External Operations)
 - a. The Mississippi Headwaters Board will meet monthly or as necessary to review and certify zoning variances, amendments and ordinances from the eight member counties.
 - b. Prepare testimony as needed.
 - c. Provide an agenda that provides information on budget, correspondence, actions, and pertinent issues.
 - d. Meet with the Technical Advisory Committee as deemed necessary to review over the Comprehensive plan and area zoning requirements.
 - e. Mississippi Headwaters Advisory Committee will meet according to the by-laws and as deemed necessary.
 - f. Assemble a Project Review Committee to assist the board with filtering area zoning/environmental projects for board involvement.
 - g. Administer and maintain professional services and contracts as needed.
- 7. Internal Operations
 - a. The Executive Director with the direction of the Mississippi Headwaters Board will oversee activities in compliance with the Crow Wing Personnel Policy and continue the planning process to acquire funding for the position to oversee day to day operations and ensure funding sustainability.
 - i. Define duties & obligations.
 - ii. Assure eight county participation with the Mississippi Headwaters Board activities.
 - iii. Locate/strengthen ties with other partners and legislative agencies.
 - iv. Formal planning process for continued development of Mississippi Headwaters Board role.

- b. The Fiscal Agent with the direction of the Executive Director will perform office duties in compliance with the Personnel Policy.
 - i. Maintain office and computer network.
 - ii. Maintain website and mailing list files.
 - iii. Archive old files.
 - iv. Address needs in compliance with the MCIT, OSHA, and other recommendations.
 - v. Maintain financial system and provide:
 - Revenue accounts, invoices, contracts and expenditures.
 - Monthly financial reports to the Mississippi Headwaters Board.
 - Assistance for audits.
 - Prepare annual and FY budget, materials, and requests for each county.
 - Coordinate annual budget.
- c. Staff Development
 - 1. Continued professional education of staff.
 - 2. Fulfill federal, state, local and Mississippi Headwaters Board requirements for employees as discussed in the Crow Wing County Personnel Policy.

SFY ANNUAL BUDGET '21

July 1, 2020 to June 30, 2021

Approx. Expenses (Office Operation)	Арр	rox. Budgeted Annually
Salary (Insur,active insur, Exec. Director PERA&FICA)	\$	102,953.00
ProgramSpecialist	\$	53,500.00
Travel & Training Expenses	\$	660.00
Insurance Liability (Work Comp)	\$	3,000.00
Phone Services	\$	700.00
MHB Per Diem	\$	2,200.00
MHB Mileage (IRS rate)	\$	2,500.00
Staff Mileage	\$	4,400.00
Office Operations:		\$720.00
Prof. Service most of this is pass through except CW financial, Comp. plan exp., science fair, web hosting,	\$	208,250.00
EXPENSE TOTAL	\$	378,883.00

Approx. Revenue	Income
State/DNR	\$ 124,000.00
Grant Revenue	\$ 208,250.00
County Appropriations	\$ 12,000.00
County in-kind Support \$300,181	
Reserve Funding Misc. Revenue (AIS,MCIT divd.)	\$ 15,933.00
Guidebook Sales	\$ 200.00
Sub-total	\$ 360,383.00
Grants/Other	roximate nin. Revenue
Outdoor Heritage Fund AIS MN Traditions	\$7,000
LCCMR	\$2,000 \$3,500
Miss. River signage	\$6,000
Sub-total	\$18,500
REVENUE TOTAL	\$ 378,883.00

Reserve funding could be used from the MHB fund balance account to fund the Program Specialist position, but should not be considered a committed fund. It is the desire of the MHB Board that the base funding of the State/DNR allocation be increased to fund the program specialist position.

MISSISSIPPI RIVER STATE WATER TRAIL SIGNAGE JOINT POWERS AGREEMENT BETWEEN THE STATE OF MINNESOTA AND MISSISSIPPI HEADWATERS BOARD

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State", and the Mississippi Headwaters Board, hereinafter referred to as the "MHB."

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes 97A.141 to provide public water access on lakes and rivers, and under Minnesota Statutes 85.32 to provide, develop and maintain the Minnesota state water trails system.

WHEREAS, the State and the MHB are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and the MHB have determined that improved signage on the Mississippi River is of high priority under the state water trails program; and

WHEREAS, the MHB exists to preserve and protect the outstanding and unique natural, scenic, historical, recreational and cultural values of the first 400 miles of the Mississippi River, and

WHEREAS, the State owns multiple tracks of public land along the upper section of Mississippi River state water trail corridor, of which a list is attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the State and the MHB desire to cooperate in the design and installation of signs for paddlers using the Mississippi River state water trail; and

WHEREAS, a resolution or copy of the MHB meeting minutes authorizing MHB to enter into this agreement is attached and incorporated into this agreement as **Exhibit B**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

- I. STATE'S DUTIES AND RESPONSIBILITIES
- a. The State will review the locations and types of the signs recommended by the MHB and determine if they are appropriate for the users and sites.
- b. The State will review and approve the signs before they are fabricated by the MHB.
- c. The State will review the content, size and graphic design of the sign and submit comments to the MHB in a reasonable amount of time or by an agreed upon deadline.
- d. Installation of the signs shall be the responsibility of the State.
- e. The State will provide the sign post (if there is not one existing) and hardware for posting the sign. The State will encumber funds for any supplies needed for sign installation through the standard internal purchasing process.
- f. The State will install the sign in the approximate area recommended by the MHB and in accordance with cultural and natural resource reviews and ADA requirements.
- g. The State shall provide routine maintenance of the sign(s) and keep them in good and sanitary order including minor repairs.
- h. The DNR can request a replacement sign(s) as needed from the MHB. After the agreement expiration date, neither party has to participate in replacing the signs.

II. MISSISSIPPI HEADWATERS BOARD DUTIES AND RESPONSIBILITIES

- a. MHB will submit signage plans and obtain approval for location and types of signs from the State prior to design and fabrication.
- b. The MHB will develop the content and graphic design of sign(s) and ensure the sign(s) meet or exceed ADA requirements.
- c. The MHB will use information from the State water trails maps and other sources to promote the safest routes with the additional river signage.
- d. The MHB will seek approval from the State for the size, color, material and content of the sign before fabrication. The State can refuse to post signs that were not pre-approved.
- e. The MHB will incorporate the corrections and improvements recommended by the State.
- f. The MHB agrees to pay for the fabrication of the sign(s) and the delivery or shipping of the signs to the DNR Area or Park office responsible for the installation of the sign.
- g. The MHB should provide an approximate location and orientation for posting the sign, actual locations will be determined by the State.
- h. The MHB may replace a sign as requested from the State, one time and as funding is available. After the agreement expiration date, neither party has to participate in maintaining these exact signs.
- i. The MHB must request permission and obtain approval from the State for use of the MN DNR logo, "Minnesota State Parks and Trails" or any unit name on sign(s) or promotional materials.
- j. The MHB shall prevent invasive species from entering into or spreading within the facilities by cleaning equipment prior to arriving at the facilities.
 - i. If the equipment, vehicles, gear, or clothing arrives at the facilities with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned using tools or equipment (brush/broom, compressed air or pressure washer). MHB shall properly dispose of material cleaned from equipment and clothing. If the material cannot be disposed of onsite, it will be secured prior to transport and legally disposed offsite.
 - ii. MHB shall ensure that all equipment and clothing used for work in public waters has been adequately decontaminated for aquatic invasive species. All equipment and clothing including but not limited to waders, vehicles and boats that are exposed to any public water of the state must be thoroughly cleaned and drained of all water before transport to another location.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a – h) through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered. The cost of the signs will be borne by MHB. The total obligation of the State for its responsibilities under Article I shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. MHB's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

V. TERM

- a. **Effective Date:** March 20, 2020 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. MHB shall not begin work under this Agreement until it is fully executed and MHB has been notified by the State's authorized representative to begin the work.
- b. **Expiration Date:** December 31, 2025 for a period of five (5) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties per article XI.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the MHB relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

The MHB hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to MHB.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the MHB by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the MHB shall be entitled to payment, determined on a prorated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the MHB notice of lack of funding within a reasonable time of the State receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The MHB and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the MHB under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the MHB or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the MHB individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid or by email to:

The State Minnesota Department of Natural Resources Parks and Trails Water Recreation Consultant 500 Lafayette Road St. Paul, MN 55125 waterrec.dnr@state.mn.us MHB Mississippi Headwaters Board Executive Director 322 Laurel Street Brainerd, MN 56401 timt@mississippiheadwaters.org

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES	MISSISSIPPI HEADWATERS BOARD
Ву:	Ву:
Title:	Title:
Date:	Date:
DEPARTMENT OF ADMINISTRATION Delegated to Materials Management Division	MISSISSIPPI HEADWATERS BOARD
Ву:	Ву:
Title:	Title:
Date:(Effective Date)	Date:

STATE ENCUMBERANCE VERIFICATION

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

Signed: Truen Potvin	
Date: 212012020	
Contract: 172956	12

Exhibit A

Name of State Park or public water access	Owner/Administrator
Itasca State Park (River mile 1341.6)	DNR Parks and Trails
Lake Itasca public water access	DNR Parks and Trails
Gulsvig Landing, #3, public water access	DNR Parks and Trails
Coffee Pot Landing, #2 public water access	DNR LaSaile Lake SNA
Bear Den public water access site	DNR Parks and Trails
Pine Point Landing public water access	DNR Parks and Trails
Iron Bridge public water access	DNR Parks and Trails
Irving Lake public water access (North and South)	DNR Parks and Trails
Bemidji Lake (multiple public water access sites)	DNR Parks and Trails
Lake Bemidji State Park	DNR Parks and Trails
Co Rd 12 public water access	DNR Parks and Trails
Co Rd 25 public water access	DNR Parks and Trails
Cass Lake (several water access sites)	DNR Parks and Trails
Winnibigoshish Lake (multiple public water access)	DNR Parks and Trails
Co Rd 3 public water access	DNR Parks and Trails
Schoolcraft State Park and public water access	DNR Parks and Trails
Izaak Walton Park public water access	DNR Parks and Trails
Blackberry Bridge public water access	DNR Parks and Trails
Herb Beers public water access	DNR Parks and Trails
Co Rd 72 public water access	DNR Parks and Trails
County Line public water access	DNR Parks and Trails
Lee Ferry public water access	DNR Parks and Trails
Wolds Ferry Crossing public water access	DNR Parks and Trails
Hwy 6 public water access	DNR Parks and Trails
Trommald public water access	DNR Parks and Trails
Green's Point public water access	DNR Parks and Trails
Crow Wing State Park and public water access	DNR Parks and Trails
Fort Ripley Landing public water access	DNR Parks and Trails
Fletcher Creek public water access	DNR Parks and Trails
Little Falls Dam public water access	DNR Parks and Trails
Charles A. Lindbergh State Park	DNR Parks and Trails
Pike Creek public water access	DNR Parks and Trails
Royalton Sportsman's Club public water	DNR Parks and Trails

Mississippi River State Parks and public water access sites



RESOLUTION 2020-02 Mississippi Headwaters Board

Whereas, the Mississippi Headwaters Board (MHB), is required by Minnesota Statutes 103F.361-378 to identify and protect the natural, cultural, historical, scientific and recreational values of the first 400 miles of the Mississippi River; and

Whereas, the MHB Board has created a program which places signage on the Mississippi River at public water accesses,

Whereas, the Dept. of Natural Resources (DNR) has reviewed that program and wishes to place signage on their DNR administered public water accesses,

Whereas, the DNR has created a Joint Powers Agreement and wishes to formally enter into agreement with a resolution of support from the Mississippi Headwaters Board,

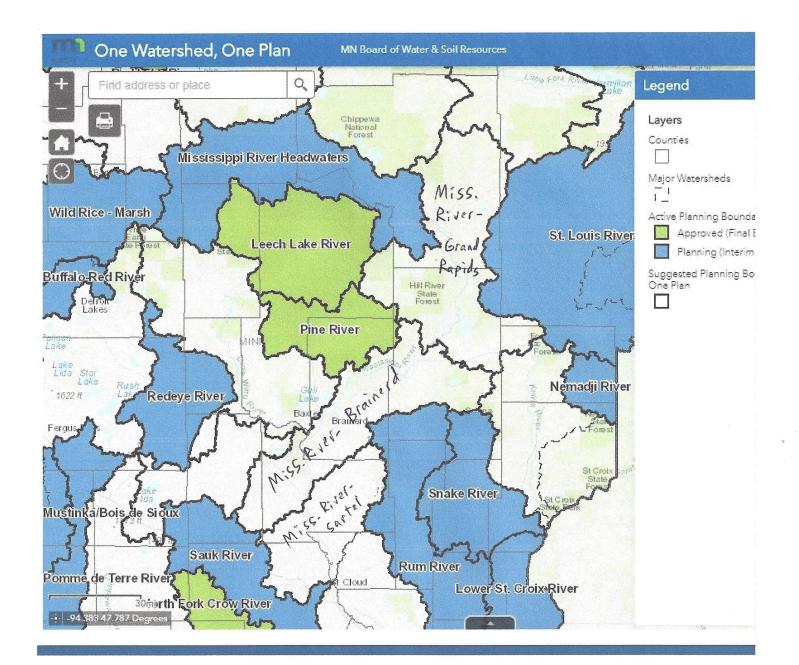
Now, therefore be it resolved, that the MHB officially adopts the Dept. of Natural Resources Joint Powers Agreement and will fulfill the duties herein.

This resolution was adopted by a vote, Ayes ____ Nays:____, of the Mississippi Headwaters Board on March 27, 2020 and will be made of record in accordance with the Minutes of same.

I, Neal Gaalswyk, Vice-Chair of the Mississippi Headwaters Board (MHB), do hereby certify that I have compared the foregoing with the original resolution filed in the MHB office on the 27th of March A.D. 2020, and the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL At Brainerd, Minnesota, this 27th day of March, A.D. 2020

Neal Gaalswyk- Chair of the Board



Executive Director Report

January- February 2020

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. Submitted Special District Financing Reporting to the State Auditor.
- 7. Sent out invoices to some of the counties for AIS support.
- 8. Developed email that will be sent to AIS coordinators for us to gather contact information for the MN Traditions AIS campaign.
- 9. Organized contact information of local people willing to do interviews for MN Traditions.
- 10. Submitted LSOHC and Governor's reimbursement to DNR.
- 11. Reviewed DNR signage JPA several times, and sent it to the Crow Wing county attorney for review.
- 12. Beltrami county is looking at easement possibilities in their county. This is the first time they have had capacity to do this. Morrison county is working on 2 potential easements.
- 13. Updated LCCMR project statement and sent back to LCCMR staff.
- 14. Wrote Miss. Signage resolution for board to sign.
- 15. Developed ppt. for AIS coordinators to explain 2021 proposal.

Meetings & Networking

- 1. Responded to email from Shawn Tracy from HDR engineering to develop final report for the Brainerd Stormwater Retrofit analysis.
- 2. Based on a discussion with Bob Lessard, I wrote him a brief description of an opportunity to do terrestrial invasive species removal and pollinator habitat planting in the utility corridor that runs through the Chippewa National Forest. Bob said that he is interested in elevating the recognition of the MHB utilizing federal funds to help restore habitat.
- 3. Held meeting with MPCA and WSN to discuss the future of WSN and MHB role in the WPLMN program. WSN has chosen not to perform the water testing and data analysis work and MPCA made the decision to absorb the workload rather than find another suitable partner.
- 4. Held a meeting with Baxter city administrator, Brad Chapulis, SWCD manager, Melissa Barrick, and BWSR Clean Water Specialist, Jeff Hrubes to discuss the unfunded grant for a stormwater basin in Baxter on Excelsior Dr. The grant ranked 4 points below the

funding line, and there was a good analysis from the group on how to increase the score for next year's application in August 2020.

- 5. Held meeting with the Bemidji Mayor and staff, BWSR, Beltrami SWCD, and HRGreen to discuss process to implement alternative 4 for PMA 25. A BWSR grant was received by the Beltrami SWCD and the city is looking at using their stormwater fund to implement alternative 4 rather than alternative 2. I am working with Bemidji's community Development Director, Steve Jones, to help leverage other funds to help in this endeavor.
- 6. Attended budget meeting with Crow Wing finance director Nick Mielke. We developed a spreadsheet that simplifies all the budget data given at staff meetings.
- 7. Attended Upper Miss. 1W1P advisory committee meeting. The advisory committee was made aware that the policy committee is in the process of weighing the benefits and disadvantages of being a joint powers committee or a joint powers entity. The committee was also given a review of what the DNR is planning to do regarding statewide LiDAR planning and acquisition of funds to successfully implement a statewide LiDAR program.

Executive Director Report

February-March 2020

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. Reviewed and approved timber stand sale from Crow Wing county to determine if it meets plan standards.
- 6. Scheduled council meeting with the city of Aitkin for signage project.
- 7. Provided comment on the GBAJPB Johnson variance.

Meetings & Networking

- 1. Held meeting with Enbridge to discuss where we are at with the funding they gave us and what possibilities are in the future. Enbridge is happy that Bemidji PMA 25 and the Miss. River signage project is moving forward and is optimistic about opportunities for the future.
- 2. Attended meeting with Itasca county commissioners to hold informal talks about easements and the purpose in forest management.
- 3. Met with Jesse Davis and Dave Lick to discuss some potential projects that Itasca Waters is interested in working on. After some brainstorming ideas came out, they thought a shoreland restoration project on Pokegama would be a nice demonstration project for people to see and replicate on their lakeshore. This would allow their shoreland leaders to bring interested landowners to a completed project and see the benefits of installing a natural shoreline restoration than using traditional rip rap.
- 4. Met with Adam from Crow Wing SWCD and Kayli from The Nature Conservancy to discuss outreach and process for the easement and acquisition program.
- 5. Attended the Morrison DRT meeting and reviewed over a potential variance. Because the Morrison county ordinance is changing in April regarding grading and filling in the shoreland, so the process will be a permit rather than a variance.
- 6. Attended Regional Landscape Meeting in which we talked about a variety of topics. One of those topics was about small ferns that live in a unique microclimate. The DNR is developing guidelines which may have an effect on county timber sales. Also, HF 4191 is going through the legislature that allows the county auditor, under the terms and conditions prescribed by the county board, including reversion in the event of nonuse, may convey conservation easements as defined in section 84C.01 on tax-forfeited land.
- 7. Met with Chippewa National Forest (CNF) person to discuss signage on the Miss. River in the CNF. I will follow up with Ken Hansen and discuss opportunities available in the CNF.

- 8. Attended Aitkin City Council meeting and received permission to develop signage from Aitkin City park to County Campground.
- 9. Established conference call opportunity for all MHB County commissioners to participate in the MHB monthly meeting remotely.