



**Mississippi Headwaters Board
Meeting Agenda
Cass County Board Room Walker, MN**

<https://us02web.zoom.us/j/85034630257>

**May 27, 2022
10:00 am**

10:00 AM

- **Call to Order/Pledge of Allegiance**

10:05 AM Approve/Amend

- Agenda
- Consent Agenda – March '22 Minutes & March & April Expenses

Correspondence

- April Press Release
- American Rivers list of most endangered rivers
- Letter to Sen. Carrie Ruud

Planning and Zoning (Actions)

- Crow Wing County Land Use Ordinance- approve

Action / Discussion Items:

- Hubbard county request- approve
- LSOHC program update and TNC/MHB agreement-approve
- Letter of Support for consent for The Nature Conservancy to sponsor fish passage- approve
- Executive Directors report- Discussion

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

Meeting Adjourned - Thank you

Mtgs: June 24, 2022 10:00 AM- Cass County Courthouse, Walker, MN

Attachment

Draft Minutes

Monthly Expenses

Mississippi Headwaters Board

March 25, 2022

Cass County Board Room

322 Laurel St.

Brainerd, MN

Optional interactive technology: <https://us02web.zoom.us/j/85386654081>

MEETING

MINUTES

Members present by Roll Call: Ted Van Kempen (Hubbard), Scott Bruns (Cass), Mike Wilson (Morrison interactive), Davin Tinquist (Itasca), Craig Gaasvig (Beltrami), Dean Newland (Clearwater interactive) Ann Marcotte (Aitkin interactive) Steve Barrows (Crow Wing), and Tim Terrill (Executive Director).

Others Present: Nickolas Phillips (GBAJPB), Graig Gilbertson (landowner)

Pledge of Allegiance

Chair Van Kempen asked if there were any additions to the agenda. **M/S (Barrows/Wilson) to approve of the agenda. Motion carried unanimously.**

M/S (Wilson/Bruns) to approve of the Consent agenda. Motion carried unanimously.

Correspondence

Tim noted that the article was sent out on 2/1/22 to all the county newspapers, and stated that it talked about the opportunity for the Executive Director to talk with lake associations about Lake Pledge opportunity.

Planning and Zoning

GBA3a22- Gilbertson Variance- Tim introduced Mr. Gilbertson and Nicholas Phillips as the landowner and GBA representative respectively. Nick presented the variance to the board as a variance for: V-. An additional thirteen and seven-tenths percent or 1,788 square feet of impervious surface coverage throughout the property over the maximum allowable per Section 901; A reduction in the minimum lot width of thirty-four feet from the required one-hundred-foot lot width; and a reduction in the minimum lot size of 1,952 square feet from the required 15,000 square foot size. After the presentation Comm. Van Kempen asked if the current septic system will be connected to the potential municipal sewer. Nick responded that it would. Comm. Gaasvig asked if there was a septic design that would fit on that property if the expanded county road were implemented. Craig further commented that the road will be implemented, but is not sure if the municipal sewer would pass this legislative session, and the road right of way would interfere with the current septic and would like to know about if there is a Plan B if this were to happen. Nick explained to the board that there is a possibility of an advanced mound system that could possibly be implemented. Nick said that there are controls in place so that before any building permit was approved, the septic would need a certificate of compliance and a storm water plan would need to be approved before anything was built. Comm. Barrows commented that timing may be an issue with potential for building an advanced system and then having to be required to connect to a city sewer system which could be a financial burden. Comm.

Gaasvig explained that each landowner has the option to opt in or out of the public sewer. Comm. Barrows asked for calculations for impervious included the carport and additional structure. Nick said that all of it was accounted for. Comm. Marcotte asked if the current original septic system was designed for the additional bedroom. Nick said the septic is adequately sized for the current structure but was not based off of bedrooms in the 1980's and the limiting factor may be the tank size and if it will be compliant with the additional bedroom. Tim brought up the MHB comprehensive plan states that a storm water plan needs to be written and approved by the GBA staff. Graig said that he would be do a plan if it was needed. Tim stated that according to the comprehensive plan, a storm water plan is needed with calculations showing reduction in runoff. Comm. Wilson stated that there are a lot of "what ifs" in the variance, but Graig will not be able to get a building permit unless all storm water and septic conditions set by the GBA are approved. Comm. Gassvig expressed concern that building a mound system and then potentially hooking up to a public sewer might not be practical. Nick said that they are looking at possibilities of looking at a holding tank and other options as they arise in the future. Comm. Wilson explained that if we certify the variance, then the landowner will have certainty that he needs a storm water plan and compliant septic to move forward, and that will fall on responsibility of the GBAJPB. **M/S (Wilson/Gaasvig) to certify the variance based on all the conditions being met according to the Greater Bemidji Area Joint Planning Board.** Comm. Marcotte asked for clarification if we are approving of the motion that the findings and conditions that the GBA has put in place, and how do we procedurally approve of this. Comm. Gaasvig said that once we certify, it will need to comply with GBA conditions. **Motion carried unanimously.**

Action/Discussion:

Additional funding opportunity- Tim discussed that the MHB is healthy and not in financial imbalance, but would like to explain some options to the board for obtaining funds in the future. Tim discussed asking the legislature, county, or city for funding to help provide financial security in the future. Discussion ensued and Comm. Wilson thought that we should ask the legislature for the increase and we should ask what we need. Comm. Barrows expressed support for working with the legislature because the Mississippi river is a statewide issue. Comm. Gaasvig said that we could also look at decreasing spending. Comm. Van Kempen asked how long have we received \$124K and Tim stated that it was around approximately 2016. Ted said that we have many options to work with. Comm. Marcotte thought that asking for an additional \$500 for each county is acceptable since it was reduced in previous years. Tim was asked to put together a proposal and send it to board members for review. Once reviewed, Tim should send it out to Senator Ruud for the purpose of letting her know our situation and preparing us for future discussions and possibly a legislative bill. The board thought that Tim should ask now to get the process started.

Executive Directors Report

1. Tim said that he met with Zach Roberts and is working with him on building the kiosk for the signage program. Zach will receive his Eagle Scout award for completing this project.
2. Tim said that he is meeting on March 28th with partners to discuss the marketing opportunities and logistics on Paddling day. He explained that there will be a river race and it will be called: Mississippi Headwaters River Rampage.
3. Tim said he met with Rep. Stauber and partners to discuss land exchange between the Chippewa National Forest and Bowen Lodge. Stauber's office offered support in potentially writing a bill and getting a companion bill to help speed along the process. He said based on

Legislative and County Updates- Comm. Marcotte said that Tim has done a great job representing the MHB at meetings and would wish him to be more cognizant of inviting board members to events. Comm. Barrows

said that he testified to the state house and senate for SCORE grants (landfills) to receive more funding from the state. Comm. Gaasvig said that there is a timing issue between the city and the county regarding redistricting and deadline dates. Comm. Van Kempen said that 3 Comm. are up for redistricting with one commissioner running again. Comm. Marcotte said that redistricting will have 4 comm. to run again instead of 3 commissioners. Ann also said that she testified before the tax committee about counties receiving a PILT increase that could be included in the tax bill this year. There is lots of support from AMC and Sen. Bakk. MHB commissioners thanked Anne for her work on this issue. Comm. Tinquist said that redistricting won't have much effect in Itasca County because the Comm. affected is running for state senate. He stated that Itasca County will be discussing and holding public meetings on turning the auditor position into an appointed position.

M/S (Barrows/Gaasvig) to adjourn. Motion carried unanimously.

Ted Van Kempen Chair

Executive Director Tim Terrill

April SFY'22 Budget Summary

		YTD spending/rei mbursement	Projected Budget	% of budget spent	
Revenues:	Monthly Amount				Explanation
Governor's DNR grant (53290)	\$23,935.20	\$103,200.61	\$124,000.00	83.23%	non competitive quarterly reimbursement
LSOHC grant (53290)	\$2,702.06	\$6,386.54	\$6,000.00	106.44%	LSOHC reimbursement
Guidebook sales (58400)		\$100.00	\$200.00	50.00%	reimbursment for Guidebook sales
Enbridge program (58300)		\$5,942.92	\$7,000.00	84.90%	enbridge reimbursement
Miscell. Other revenue (58300)		\$3,600.00	\$3,000.00	120.00%	AIS reimbursement
MCIT Dividend (58300)		\$277.00	\$277.00	100.00%	MCIT refund
County Support (52990)	\$1,500.00	\$10,500.00	\$12,000.00	87.50%	8 county support
BWSR Grant Stormwater (53090)				#DIV/0!	This will not be reimbursed due to change of grant conditions.
LCCMR acquisition			\$1,000.00	0.00%	competitive reimbursement
Total	\$28,137.26	\$26,806.46	\$28,477.00		
Expenses:	Monthly Amount				Explanation
Salaries/Benefits FICA/Med/PERA/LIFE/LTD/Hlth/ WC(61000)	\$ 8,351.59	\$79,520.39	\$103,866.00	76.56%	reimbursed by Gov. DNR grant
MCIT insurance/work comp/liability (61500)		\$3,022.00	\$3,220.00	93.85%	reimbursed by Gov. DNR grant
MHB board Per Diem (62680)		\$1,800.00	\$2,700.00	66.67%	reimbursed by Gov. DNR grant
Hotel/Meals/travel exp. (63340)	\$ 16.35	\$865.29	\$500.00	173.06%	meal reimbursement
Commissioner Mileage (62720)		\$1,190.88	\$2,800.00	42.53%	reimbursed by Gov. DNR grant
Employee Mileage (63320)	\$ 386.81	\$2,155.90	\$4,400.00	49.00%	reimbursed by Gov. DNR grant
Professional Services (62990)	\$ 525.00	\$7,805.05	\$45,000.00	17.34%	Sheriff water permit, Events Dashboard, CW financial
Office supplies/operations (64090)	\$ 93.47	\$1,067.05	\$1,400.00	76.22%	telephone, printer ink
Training & Registration Fees (63380)		\$375.00	\$300.00	125.00%	reimbursed by Gov. DNR grant- AMC conf. registration
Total	\$9,373.22	\$97,801.56	\$164,186.00		

Governor's DNR grant is always \$124K every year

LSOHC grant is around \$6K to \$8K every year

*The total under revenue does not reflect the \$124K because it is a non-competitive grant, and it doesn't always fall in the fiscal year.

ACCOUNT DETAIL HISTORY FOR 2022 03 TO 2022 03

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	58300		Miscellaneous Other Revenue							
										REVISED BUDGET .00
										PER 02
22/03	166	03/01/22	GNI 342743	Lisak	43976			-42,000.00	-42,000.00	
	iNovah		HENNEPIN AIS AID					-5,000.00	-47,000.00	
22/03	275	03/04/22	GNI 343172	Lisak	44020			-8,600.00	-55,600.00	
	iNovah		CWC AIS							
22/03	333	03/08/22	GNI 343404	Lisak	44050			-5,000.00	-60,600.00	
	iNovah		LE SUEUR AIS AID							
22/03	571	03/14/22	GNI 343942	Lisak	44114			-5,000.00	-65,600.00	
	iNovah		ITASCA AIS AID							
22/03	571	03/14/22	GNI 344028	Lisak	44114			-3,000.00	-68,600.00	
	iNovah		CASS AIS SUPPORT							
22/03	809	03/17/22	GNI 344332	Lisak	44160			-7,700.00	-76,300.00	
	iNovah		TODD AIS AID							
22/03	1054	03/23/22	GNI 344928	Lisak	44231			-5,000.00	-81,300.00	
	iNovah		WASECA AIS AID							
22/03	1316	03/28/22	GNI 345303	Lisak	44285			-5,000.00	-86,300.00	
	iNovah		DOUGLAS AIS AID							
			LEDGER BALANCES --- DEBITS:		.00			CREDITS: -86,300.00	NET: -86,300.00	
74830	58400		MHB - Sales							
										REVISED BUDGET .00
22/03	809	03/17/22	GNI 344333	Lisak	44160			-100.00	-100.00	
	iNovah		GUIDEBOOK SALES							
			LEDGER BALANCES --- DEBITS:		.00			CREDITS: -100.00	NET: -100.00	
74830	61000		Salaries & Wages - Regular							
										REVISED BUDGET .00
										PER 01
								5,523.01	5,523.01	
								6,012.04	11,535.05	
22/03	389	03/11/22	PRJ PR0311 1220311	1220311	1220			2,901.23	14,436.28	
	PAY031122		WARRANT=220311	RUN=1 BI-WEEKL						
22/03	1159	03/25/22	PRJ PR0325 1220325	1220325	1220			2,901.23	17,337.51	
	PAY032522		WARRANT=220325	RUN=1 BI-WEEKL						

ACCOUNT DETAIL HISTORY FOR 2022 03 TO 2022 03

ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
LEDGER BALANCES --- DEBITS:				17,337.51	CREDITS:		.00	NET:	17,337.51
74830	61200	Active Insurance							
									REVISIED BUDGET .00
					PER 01		1,709.26	1,709.26	
					PER 02		1,709.26	3,418.52	
22/03	389 03/11/22	PRJ PR0311	1220311	1220311	1220		866.91	4,285.43	
	PAY031122 WARRANT=220311		RUN=1 BI-WEEKL						
22/03	1159 03/25/22	PRJ PR0325	1220325	1220325	1220		843.05	5,128.48	
	PAY032522 WARRANT=220325		RUN=1 BI-WEEKL						
LEDGER BALANCES --- DEBITS:				5,128.48	CREDITS:		.00	NET:	5,128.48
74830	61300	Employee Pension & FICA							
									REVISIED BUDGET .00
					PER 01		796.85	796.85	
					PER 02		870.93	1,667.78	
22/03	389 03/11/22	PRJ PR0311	1220311	1220311	1220		419.59	2,087.37	
	PAY031122 WARRANT=220311		RUN=1 BI-WEEKL						
22/03	1159 03/25/22	PRJ PR0325	1220325	1220325	1220		419.59	2,506.96	
	PAY032522 WARRANT=220325		RUN=1 BI-WEEKL						
LEDGER BALANCES --- DEBITS:				2,506.96	CREDITS:		.00	NET:	2,506.96
74830	62100	Telephone							
									REVISIED BUDGET .00
					PER 01		57.37	57.37	
					PER 02		56.83	114.20	
22/03	706 03/15/22	API 006205		165936	29756		1.84	116.04	
	W C032222 MARCH CTC & 03/22-03/22		LD CAL CONSOLIDATED TELECOM						
22/03	706 03/15/22	API 006205		165936	29756		.07	116.11	
	W C032222 MARCH CTC & 03/22-03/22		LD CAL CONSOLIDATED TELECOM						
22/03	1159 03/25/22	PRJ PR0325	1220325	1220325	1220		55.00	171.11	
	PAY032522 WARRANT=220325		RUN=1 BI-WEEKL						
LEDGER BALANCES --- DEBITS:				171.11	CREDITS:		.00	NET:	171.11

ACCOUNT DETAIL HISTORY FOR 2022 03 TO 2022 03

ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE	
74830	62680	Non-Employee Per Diems								
									REVISED BUDGET .00	
					PER 02		150.00	150.00		
22/03	156 03/01/22	API 002809		165032	29617		50.00	200.00		
	W A030122	MHB MEETING MILEAGE AND PER DI TINQUIST, DAVIN C								
22/03	156 03/01/22	API 003356		165033	29610		50.00	250.00		
	W A030122	TED VANKEMPEN MHB MEETING MILE HUBBARD COUNTY TREAS								
22/03	156 03/01/22	API 003257		165034	29609		50.00	300.00		
	W A030122	MHB MEETING PER DIEM AND MILEA GAASVIG, CRAIG								
22/03	156 03/01/22	API 100532		165035	1937508		50.00	350.00		
	W A030122	MIKE WILSON MHB MEETING PER DI MORRISON COUNTY AUDI								
22/03	156 03/01/22	API 002534		165036	29612		50.00	400.00		
	W A030122	MHB MEETING PER DIEM NEWLAND, DEAN								
22/03	1361 03/29/22	API 003356		166728	29875		50.00	450.00		
	W A032922	TED VANKEMPEN PER DIEM AND MIL HUBBARD COUNTY TREAS								
22/03	1361 03/29/22	API 100532		166729	1938094		50.00	500.00		
	W A032922	MIKE WILSON PER DIEM MORRISON COUNTY AUDI								
22/03	1361 03/29/22	API 002809		166731	29884		50.00	550.00		
	W A032922	PER DIEM TINQUIST, DAVIN C								
22/03	1361 03/29/22	API 003257		166732	29874		50.00	600.00		
	W A032922	PER DIEM AND MILEAGE GAASVIG, CRAIG								
22/03	1361 03/29/22	API 001099		166733	29876		50.00	650.00		
	W A032922	PER DIEM MARCOTTE, ANNE								
22/03	1361 03/29/22	API 002534		166734	29877		50.00	700.00		
	W A032922	PER DIEM NEWLAND, DEAN								
		LEDGER BALANCES --- DEBITS:		700.00	CREDITS:		.00	NET:	700.00	
74830	62720	Non-Employee Mileage								
									REVISED BUDGET .00	
					PER 02		198.90	198.90		
22/03	156 03/01/22	API 002809		165032	29617		70.20	269.10		
	W A030122	MHB MEETING MILEAGE AND PER DI TINQUIST, DAVIN C								
22/03	156 03/01/22	API 003356		165033	29610		31.59	300.69		
	W A030122	TED VANKEMPEN MHB MEETING MILE HUBBARD COUNTY TREAS								
22/03	156 03/01/22	API 003257		165034	29609		59.67	360.36		
	W A030122	MHB MEETING PER DIEM AND MILEA GAASVIG, CRAIG								

ACCOUNT DETAIL HISTORY FOR 2022 03 TO 2022 03

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE	
22/03	1361	03/29/22	API 003356		166728	29875		32.76	393.12		
	W A032922		TED VANKEMPEN PER DIEM AND MIL HUBBARD COUNTY TREAS								
22/03	1361	03/29/22	API 101580		166730	29885		105.30	498.42		
	W A032922		MILEAGE WILSON, MICHAEL								
22/03	1361	03/29/22	API 003257		166732	29874		59.67	558.09		
	W A032922		PER DIEM AND MILEAGE GAASVIG, CRAIG								
LEDGER BALANCES --- DEBITS:					558.09	CREDITS:		.00	NET:	558.09	
74830	62990	Prof. & Tech. Fee - Other									
REVISED BUDGET										.00	
								PER 01	2,080.20	2,080.20	
								PER 02	595.00	2,675.20	
22/03	157	03/01/22	API 004261		165041	29616		500.00	3,175.20		
	W A030122		EVENTS DASHBOARD SOUTHPOINT								
22/03	321	03/08/22	API 100373		165459	29669		25.00	3,200.20		
	W A030822		SHERIFF OFFICE PERMIT CROW WING COUNTY SHE								
22/03	1361	03/29/22	API 003534		166735	29886		87,800.00	91,000.20		
	W A032922		FWS MN TRAD FISHING THE WILDSIDE								
22/03	1361	03/29/22	API 003534		166736	29886		3,248.80	94,249.00		
	W A032922		FWS REC SIGNAGE FISHING THE WILDSIDE								
22/03	1808	03/31/22	GEN					525.00	94,774.00		
			RECURRING FINANCIAL SERVICE								
LEDGER BALANCES --- DEBITS:					94,774.00	CREDITS:		.00	NET:	94,774.00	
74830	63320	Employee Mileage									
REVISED BUDGET										.00	
								PER 01	239.96	239.96	
								PER 02	90.97	330.93	
22/03	767	03/17/22	GNI FEB					104.71	435.64		
	WF PCARD		1434 - Cass Itasca board mtngs TIM TERRILL - OOP								
22/03	767	03/17/22	GNI FEB					12.87	448.51		
	WF PCARD		1434 - ACOE gull lake dam vis TIM TERRILL - OOP								
22/03	767	03/17/22	GNI FEB					131.04	579.55		
	WF PCARD		1434 - clearwater board mtg TIM TERRILL - OOP								
22/03	767	03/17/22	GNI FEB					35.16	614.71		
	WF PCARD		1434 - Aitkin county board TIM TERRILL - OOP								

ACCOUNT DETAIL HISTORY FOR 2022 03 TO 2022 03

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
22/03	767	03/17/22	GNI FEB					61.43	676.14	
	WF PCARD	1434	- Feb. board mtg TIM TERRILL - OOP							
	LEDGER BALANCES --- DEBITS:				676.14	CREDITS:	.00	NET:	676.14	
74830	63340	Hotel & Meals Travel Expense								.00
						REVISED BUDGET				
						PER 01	303.48	303.48		
						PER 02	9.33	312.81		
22/03	768	03/17/22	GNI FEB					10.19	323.00	
	BREM PCARD		clearwater meal TIM TERRILL - WENDY'S 456							
	LEDGER BALANCES --- DEBITS:				323.00	CREDITS:	.00	NET:	323.00	
74830	64090	Office supplies								.00
						REVISED BUDGET				
						PER 02	1.76	1.76		
22/03	768	03/17/22	GNI FEB					34.72	36.48	
	BREM PCARD		printer ink TIM TERRILL - OFFICEMAX/DEPOT 6590							
	LEDGER BALANCES --- DEBITS:				36.48	CREDITS:	.00	NET:	36.48	
	GRAND TOTAL --- DEBITS:				122,211.77	CREDITS:	-86,400.00	NET:	35,811.77	

47 Records printed

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

ACCOUNT DETAIL HISTORY FOR 2022 04 TO 2022 04

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	52990		Local Grant							
								REVISED BUDGET		.00
								PER 01	-9,000.00	-9,000.00
								PER 02	-1,500.00	-10,500.00
22/04	540	04/14/22	GNI 359786 Lisak		44500				-1,500.00	-12,000.00
	iNovah		CASS COUNTY AIS SUPPORT							
			LEDGER BALANCES --- DEBITS:		.00		CREDITS:	-12,000.00	NET:	-12,000.00
74830	53290		Natural Resources							
								REVISED BUDGET		.00
								PER 01	-44,626.96	-44,626.96
22/04	1134	04/22/22	GEN ST OF MN DNR3Q-22						-23,935.20	-68,562.16
22/04	1497	04/28/22	GEN ST OF MN 6						-8,903.04	-77,465.20
			LEDGER BALANCES --- DEBITS:		.00		CREDITS:	-77,465.20	NET:	-77,465.20
74830	61000		Salaries & Wages - Regular							
								REVISED BUDGET		.00
								PER 01	5,523.01	5,523.01
								PER 02	6,012.04	11,535.05
								PER 03	5,802.46	17,337.51
22/04	258	04/08/22	PRJ PR0408 1220408 1220408		1220				2,901.23	20,238.74
	PAY040222		WARRANT=220408 RUN=1 BI-WEEKL							
22/04	898	04/22/22	PRJ PR0422 1220422 1220422		1220				2,901.23	23,139.97
	PAY042222		WARRANT=220422 RUN=1 BI-WEEKL							
			LEDGER BALANCES --- DEBITS:		23,139.97		CREDITS:	.00	NET:	23,139.97
74830	61200		Active Insurance							
								REVISED BUDGET		.00
								PER 01	1,709.26	1,709.26
								PER 02	1,709.26	3,418.52
								PER 03	1,709.96	5,128.48
22/04	258	04/08/22	PRJ PR0408 1220408 1220408		1220				866.91	5,995.39
	PAY040222		WARRANT=220408 RUN=1 BI-WEEKL							
22/04	898	04/22/22	PRJ PR0422 1220422 1220422		1220				843.05	6,838.44
	PAY042222		WARRANT=220422 RUN=1 BI-WEEKL							

ACCOUNT DETAIL HISTORY FOR 2022 04 TO 2022 04

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
LEDGER BALANCES --- DEBITS:					6,838.44	CREDITS:		.00	NET:	6,838.44
74830	61300	Employee Pension & FICA				REVISED BUDGET				.00
						PER 01		796.85	796.85	
						PER 02		870.93	1,667.78	
						PER 03		839.18	2,506.96	
22/04	258	04/08/22	PRJ PR0408	1220408	1220408	1220		419.59	2,926.55	
		PAY040222 WARRANT=220408		RUN=1 BI-WEEKL						
22/04	898	04/22/22	PRJ PR0422	1220422	1220422	1220		419.58	3,346.13	
		PAY042222 WARRANT=220422		RUN=1 BI-WEEKL						
LEDGER BALANCES --- DEBITS:					3,346.13	CREDITS:		.00	NET:	3,346.13
74830	62100	Telephone				REVISED BUDGET				.00
						PER 01		57.37	57.37	
						PER 02		56.83	114.20	
						PER 03		56.91	171.11	
22/04	511	04/19/22	API 006205	167829	30045			2.66	173.77	
		W C041922 MONTHLY BILLING - APRIL 2022		CONSOLIDATED TELECOM						
22/04	898	04/22/22	PRJ PR0422	1220422	1220422	1220		55.00	228.77	
		PAY042222 WARRANT=220422		RUN=1 BI-WEEKL						
LEDGER BALANCES --- DEBITS:					228.77	CREDITS:		.00	NET:	228.77
74830	62990	Prof. & Tech. Fee - Other				REVISED BUDGET				.00
						PER 01		2,080.20	2,080.20	
						PER 02		595.00	2,675.20	
						PER 03		92,098.80	94,774.00	
22/04	375	04/12/22	API 101649	167795	1938422			4,887.50	99,661.50	
		W A041222 WEST INVOICE #6		WEST COMMUNICATIONS						
22/04	633	04/19/22	API 006007	168233	30118			1,313.48	100,974.98	
		W A041922 TNC INVOICE #6		THE NATURE						
22/04	1550	04/30/22	GEN					525.00	101,499.98	
		RECURRING FINANCIAL SERVICE								
LEDGER BALANCES --- DEBITS:					101,499.98	CREDITS:		.00	NET:	101,499.98

ACCOUNT DETAIL HISTORY FOR 2022 04 TO 2022 04

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
	BREM	PCARD	drybag for signage trips							
			TIM TERRILL - DUNHAMS 188							
LEDGER BALANCES --- DEBITS:					72.29			CREDITS: .00	NET:	72.29
GRAND TOTAL --- DEBITS:					136,527.88			CREDITS: -89,465.20	NET:	47,062.68

24 Records printed

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



PROTECTING THE FIRST 400 MILES

IMMEDIATE PRESS RELEASE 4/1/22

Media Contact

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322 Laurel St.

Brainerd, MN 56401

Mississippi Headwaters Board Approves of Annual Work Plan

At the February 2022 Mississippi Headwaters Board (MHB) meeting, board reviewed a work plan and budget presented to them. The work plan focused on 5 major initiatives the MHB wanted to accomplish in the next state fiscal year: Aquatic Invasive Species, Natural Resource Protection, Recreational Signage, Resource retention events, and monthly articles to the local newspapers. One of the highlights of natural resource protection was to protect in fee-title acquisition and/or easement an additional 1,300 acres and 5 miles of shore land. By implementing permanent land protections, it would increase habitat for animals to raise their young in a protected environment, and also help meet water quality protection goals so that everyone could benefit from clean water.



Mississippi Headwaters Board

Crow Wing County Land Service Bldg. - 322 Laurel St. Ste. 34- Brainerd, MN 56401

Web Site: www.mississippiheadwaters.org

4/1/2022

Senator Carrie Ruud
3233 Minnesota Senate Bldg.
St. Paul, MN 55155

Dear Senator Ruud,

The **Mississippi Headwaters Board (MHB)** is an eight-county (Aitkin, Beltrami, Cass, Clearwater, Crow Wing, Hubbard, Itasca, and Morrison) joint-powers board which was united in 1980 with the signing of the Joint-Powers Agreement (Appendix 5). In 1981, the Minnesota legislature duly authorized MHB to preserve and protect the outstanding and unique natural, scientific, historical, recreational, and cultural values of the first 400 miles of the Mississippi River. (See Minn. Stat. § 103F.361, Subd. (1) and (2); Minn. Stat. § 103F.361-377, Appendix 6.). The MHB's mission is to enhance and protect outstanding and unique natural, scientific, historical, recreational, and cultural values in the first 400 miles of the Mississippi River from its source at Lake Itasca in Clearwater County to the southerly boundary of Morrison County. To learn more about our formation and history, please go to <https://www.mississippiheadwaters.org/> and click on the Living History video.

The MHB uses regulatory actions and volunteer programs to sustain our mission including:

- A Comprehensive Plan that authorizes zoning controls over the first 400 miles of the Mississippi river and Headwaters Lakes.
- A recreational signage program that allows users to learn more about each river section between landings and how to navigate between them.
- A variety of recreational/social events (resourcetainment) in multiple counties that promote protection, education, recreational opportunity, and economic development at key areas on the Mississippi River.
- Storm water retrofit analysis to identify and implement pollution prevention practices for cities on the Mississippi river.
- A voluntary easement and fee-title acquisition program to permanently preserve and protect land in the Mississippi headwaters watershed.

Before budget cuts in the early 2000's, our biennial funding was at \$170,000. Currently our biennial funding through the state is at \$124,000. The 8 county Mississippi Headwaters Board Commissioners

request that we receive a moderate increase of \$26,000 to allow us to continue to fulfill our statutory responsibility and voluntary programs that have protected this great river. Please email our executive director, Tim Terrill at timt@mississippiheadwaters.org so we could set up a meeting to discuss this further.

Thank you for your consideration on this matter, and we hope to be hearing from you shortly to discuss options .

Sincerely,



Ted Van Kempen Chair

Planning and Zoning

Crow Wing County Land Use Ordinance

Summary of Approved Revisions to Land Use Ordinance for Crow Wing County, Minnesota April 12, 2022

Change #	Subject	Article	Existing concept	Approved change
1	Administrative Subdivision – Maximum number of lots in a given time period	9.5 B	Limits the number of lots that may be created by administrative subdivision to 6 in shoreland and 5 outside of shoreland within a three-year period – for all unincorporated areas of the County.	Reduces the number of lots allowed to be created in the First Assessment District (FAD) only to 3 within any five-year period (retains the existing limitations for all other areas of the County’s jurisdiction). Also, within the Shoreland District anywhere inside the County’s planning and zoning jurisdiction, all divisions of land not exempted by Article 9.5 A must be processed as a plat.
2	Easement access for lots created by Administrative Subdivisions	9.6 C.2	Requires a minimum 33-foot easement to serve lots created by administrative subdivision.	Increases the width of the required easement from 33 feet to 66 feet in the FAD only (retains the 33-foot minimum for all other areas of the County’s jurisdiction).
3	Preliminary Plat Submittal Requirements	9.6 F	Lists the information required as part of a preliminary plat application.	Adds a new requirement for the FAD only that requires that road or other improvement construction plans, a financial assurance to cover the cost of constructing those improvements and a developer’s agreement be submitted at the time of preliminary application. Clarifies that an application will not be considered complete until the County Engineer has reviewed and approved the construction plans and financial assurance amount.
4	Required Improvements in Subdivisions	9.8 B and C	Requires that all public roads be built to the standards of the relevant road authority, or if not standards to the standards of the County.	Adds a section to require that in the FAD only, all public and private roads for <u>residential</u> developments shall be constructed to County standards and that the subdivider shall submit a maintenance plan and maintain all such roads until accepted by the County. For <u>non-residential</u> developments the requirements for road construction standards are addressed on a case-by-case basis depending on the nature of the development and extent of public use of the roadways.
5	Requirements for Developer’s Agreement	9.9	Lists the items that need to be addressed by a Developer’s Agreement (which outlines how the developer will construct the various required	Adds a requirement in the FAD only that the subdivider shall include a road maintenance plan in their developer’s agreement that shall apply until such time as the County takes over the road (if ever). Clarifies that the financial assurance

Summary of Approved Revisions to Land Use Ordinance for Crow Wing County, Minnesota April 12, 2022

Change #	Subject	Article	Existing concept	Approved change
			improvements and provide financial assurance to the County)	amount in the FAD only shall be based on the estimated construction costs as submitted by the developer's engineer, but reviewed and approved by the County Engineer.
6	Land Use Table – "Airport: Private"	10.3 E	Allows for private airports as a conditional use in the Shoreland District, the Agriculture/Forestry District and the Airport District.	Prohibits private airports in the Shoreland District while retaining them as a conditional use in the Agriculture/Forestry and Airport districts.
7	Definitions of "Driveway" and "Private Road"	46.2 112 And 46.2 248	The two definitions together determine whether an access to a subdivided lot constitutes a driveway not subject to County standards or a Private Road that is subject to county standards.	Replaces existing definition of "Driveway" and "Private Road" to clarify that driveways are those that serve two lots/parcels or less and private roads serve more than two lots/parcels.
8	Minor edits for clarification or to correct typographical errors	Various		<p>Article 9.5 A2: Adds language to clarify that all resulting parcels in a split (including all remnant pieces of land) must meet the 10 acre and 300 foot minimums.</p> <p>Article 11.12 F (Accessory Structures – Residential): Clarifies that cargo containers are allowed but require a land use permit.</p> <p>Article 18 (Boardwalks and Bridges): Removes a duplicative column in the table.</p> <p>Article 26.9 H (Requirements for Campsites and Campgrounds): Deletes a reference to an undefined type of campsite.</p> <p>Article 27.1 I (Shoreland Districts): Clarifies that all new guest quarters and guest cottages shall provide a no-maintenance buffer between the structure and the lake.</p> <p>Appendix A (Table of Regulated Public Waters): Adds Ordinary High Water (OHW), Base Flood Elevation (BFE) and Regulatory Flood Protection Elevation (RFPE) data to Mud Lake (18-166) as required by DNR.</p>

LAND USE ORDINANCE



EFFECTIVE DATE: April 22, 2011

**Revised: 4-10-12, 7-25-12, 10-9-12, 1-26-13, 4-20-13, 7-27-13, 10-19-13
2-26-14, 4-23-14, 7-16-14, 01-14-15, 1-11-17, 07-11-2017,
11-22-2017, 4-13-2021, 4-12-2022**

in the Office of the County Recorder. A copy of the final decision granting a variance within a shoreland area shall be sent to the Commissioner of the Department of Natural Resources within 10 days of final action.

8.7 APPEALS OF ADMINISTRATIVE ACTIONS TO THE PLANNING COMMISSION/BOARD OF ADJUSTMENT

- A. Acting in its capacity as the Board of Adjustment, the Planning Commission/Board of Adjustment shall hear all appeals of any orders, requirements, decisions, or determinations of any administrative official. Appeals to the Planning Commission/Board of Adjustment shall be filed with the Zoning Administrator within 30 days of the date the order, action, or determination was made. The appeal shall be filed in writing specifying the grounds thereof, together with a fee according to the most recent County Board-approved fee schedule. The Zoning Administrator shall, within 30 days of such notice from the Auditor, call a properly noticed public hearing to hear such appeal. The appellant may appear in person at the hearing and/or be represented by an agent.
- B. **Determination of appeal.** The Planning Commission/Board of Adjustment shall review the information submitted by the appellant, a report from the Department, and the provisions of this Ordinance, and affirm the original decision unless the Planning Commission/Board of Adjustment determines that:
 - 1. The decision was arbitrary and capricious, or;
 - 2. The decision did not comply with the standards in this Ordinance.
- C. The Planning Commission/Board of Adjustment shall decide the matter appealed within 30 days after the date of the hearing. The Planning Commission/Board of Adjustment may reverse or affirm, wholly or in part, or may modify the order, requirement, decision, or determination appealed, and to that end shall have all the powers of the officer whose decision was appealed, and may direct the issuance of a permit. The reasons for the Planning Commission/Board of Adjustment decision shall be stated in writing and provided to the appellant.

8.8 APPEALS OF PLANNING COMMISSION/BOARD OF ADJUSTMENT DECISIONS

Pursuant to Minnesota Statutes, Chapter 394.27, Subd. 9, all decisions by the Planning Commission/Board of Adjustment in granting variances or in hearing appeals from any administrative order, requirement, decision, or determination shall be final, except that any aggrieved person or persons, or any department, board, or commission of the jurisdiction or of the State shall have the right to appeal within 30 days after receipt of notice of the decision to District Court on questions of law and fact.

ARTICLE 9 SUBDIVISION OF LAND

9.1 SHORT TITLE

This Ordinance shall be known as the Subdivision Ordinance of Crow Wing County, Minnesota

9.2 PURPOSE AND POLICY

- A. Each new subdivision of land becomes a permanent unit in the basic physical structure of the County, a unit to which, in the future, communities will, of necessity, need to adhere. In order that new division of land contribute toward an attractive, orderly, stable, and wholesome community environment; adequate public services; safe streets, all divisions of land shall fully comply with the regulations hereinafter set forth in this ordinance.
- B. The Comprehensive Plan Policy

1. Encourages residential development that provides housing options for different socio-economic groups – particularly the aging population - while protecting the characteristics that people value, a sense of community, as well as a plan to provide all citizens reasonable access to a diversity of recreational and open space opportunities.

9.3 SURVEY FILING REQUIREMENTS

- A. Pursuant to Minnesota Statutes §389.08, any licensed land surveyor who shall perform a survey of any lands in the County, including municipalities, for an individual, firm, association, syndicate, partnership, corporation, trust, or any legal entity shall file a true and correct copy of the survey with the Department within 30 days after completion of the survey. The manner of filing and all incidents thereof shall be determined by the Department with all surveys filed being public record and available for viewing.
- B. A Certificate of Location of Government Corner shall be filed in the Office of the County Recorder for all public land survey corner positions determined and/or established by any Land Surveyor in the course of a survey pursuant to Minnesota Statutes §§ 160.15 and 381.12.
- C. For any land survey record to be considered in compliance with Article 9.3, the requisite Certificate of Location of Government Corner must accompany the survey or have been previously filed or an agreement put in effect between the Department and land surveyor to comply with this provision within the one-year statutory time frame from date of the submission of the survey.

9.4 CONFORMANCE TO LAND USE ORDINANCE REQUIRED

All divisions of land submitted for approval under this Article shall conform to the requirements of the Crow Wing County Land Use Ordinance.

9.5 SUBDIVISION PROCEDURES

A. Exempt Activities

Exempt activities are divisions of land that do not require approval from the county as listed below:

1. Resulting land divisions determined through Court action
2. Divisions of land that where all resulting parcels (including all remnants) are greater than 10 acres and 300 feet in width.

B. Administrative Subdivision

Administrative Land Divisions are divisions of land that do not require a plat, and are listed below:

1. Boundary Line Adjustments (BLA) through the exchange of land between adjacent lands that do not create an additional parcel and do not add to or create a nonconforming parcel.
2. Registered Land Surveys (RLS) pursuant to Minnesota Statutes § 508.47.
3. Surveys prepared for public or private cemeteries in accordance with Minnesota Statutes § 306 and 307, or successor statutes.

4. Inside the First Assessment District:

- a) Outside of the shoreland district, a division or divisions of land within a five-year period resulting in no more than three (3) total parcels, where all resulting parcels are are less than 10 acres 10 acres or less in size.

b) Inside of the shoreland district, all divisions of land not exempted by 9.5 A above must be processed as a plat.

5. Outside of the First Assessment District:

- a) Outside of the shoreland district, a division or divisions of land within a three-year period resulting in no more than 6 total parcels, that are each less than 10 acres 10 acres or less in size.
- b) Inside of the shoreland district, all divisions of land not exempted by 9.5 A above must be processed as a plat. ~~a division or divisions of land within a three year period resulting in no more than 5 total parcels, that are each less than 10 acres in size.~~

C. Plats

Plats are land divisions that create parcels that do not meet the requirements of Article 9.5 A&B and require a plat according to Minnesota Statutes § 394, 505 and 515, including preliminary and final plat submission, review by the Planning Commission and approval by the County Board.

9.6 APPLICATION REQUIREMENTS

A. Boundary Line Adjustments (BLA) Procedures:

The procedure for a boundary line adjustment shall meet the following:

- 1. BLA Application;
- 2. A Certificate of Survey prepared in accordance with Article 44.

B. Administrative Subdivision Procedure

The procedure for an administrative subdivision shall meet the following:

- 1. Submit required application, fees, and certificate of survey or RLS drawing prepared in accordance with Article 44 showing resulting divisions, parcels and descriptions together with details and items as set forth in the submission application on file in the Department.
- 2. The Department shall review all information to determine compliance with subdivision, land use and statutory requirements and approve if deemed to be in compliance.
- 3. All administrative subdivisions shall require a deed for each created legally described parcel of land to be recorded at the Land Services Department within twelve (12) months of approval of the subdivision, except that an applicant may make a written application to the Planning and Zoning Administrator for a time extension of up to 120 days. Failure to record an administrative subdivision shall cause the subdivision to be null and void.

C. Administrative Subdivision Design Standards

The standards for an administrative subdivision shall be as follows:

- 1. Record parcel must have deeded access to public road.
- 2. ~~Proposed~~ Road access easements must have a minimum width of 33 feet (66 feet if located within the First Assessment District).
- 3. Proposed subdivision must meet Land Use District standards.

4. Proposed subdivisions to include location of delineated wetlands, or a letter stating there are no wetlands from certified wetland delineator, if no wetlands exist.
5. Must include all of the following applicable items:
 - a) A Certificate of Survey prepared in accordance with Article 44.
 - b) County Coordinates for Public Land Survey Corners if they are not of public record.
 - c) Certificate of location of Government Corner must be prepared and placed of record for any corner(s) used in determining the boundary of the subject parcel as specified in Minnesota Statutes § 381.12 or executed Public Land Survey Corner Perpetuation and Record Agreement.
 - d) Recorded warranty or quit claim deed and statement if property is Abstract or Torrens.
 - e) Delineated wetlands or statement that none exist from a certified wetland delineator.
 - f) Completed wetland delineation submittal and review form.
 - g) Consolidation form completed (for non-conforming property to an adjacent parcel).
 - h) Once approved, electronic version of subdivision (compatible with County software).
 - i) Septic site suitability provided for two sites on each parcel planned, with supporting documentation from a MPCA licensed designer or compliance and/or inspection agreement. For the purposes of this Article and meeting the requirements set forth in Minnesota Rule 7082.0100 Subp. 3F, the parent parcel shall also fall under the same requirement. For parcels that already contain an existing septic system, and that existing system has a current and valid certificate of compliance, only one additional site need be identified for each planned parcel. The requirement that two suitable septic sites be identified on a property shall not apply to adjustments of lot lines where no new parcels are being created.

D. Development Review Team:

Prior to the preparation of a preliminary plat, the subdivider shall attend a Development Review Team (DRT) meeting in order to be made fully aware of all applicable ordinances and regulations pertaining to the area to be subdivided. The subdivider shall submit a rough sketch of the proposed area to be subdivided.

E. Preliminary Plat Procedure

The procedure for a preliminary plat shall meet the following:

1. Submission of Plat: The subdivider shall submit to the Zoning Administrator 10 copies of the preliminary plat of the proposed subdivision, the requirements of which are set forth in this Ordinance. The preliminary plat application shall be submitted by the deadlines established in the department's annual public hearing calendar and shall be accompanied by the fees set forth in the Fee Schedule.
2. At least 30 days prior to the public hearing on the preliminary plat, the Zoning Administrator shall submit one copy of the preliminary plat to the governing bodies of any city, the incorporated limits of which lie within two miles of the proposed subdivision, and to each town board of the Township wherein the subdivision is proposed. In addition, one copy shall be retained by the Zoning Administrator and one copy submitted to each of the following: the County Auditor, County Recorder, County Engineer, Soil and Water Conservation District, Watershed District (if

applicable), Mississippi Headwaters Board (if applicable), and DNR (if located in the Shoreland District).

3. At the public hearing set for consideration of the preliminary plat, the Planning Commission shall evaluate the preliminary plat based on the following criteria:
 - a) Comprehensive Plan.
 - b) Applicable performance standards in this Ordinance.
 - c) Other standards, rules, or requirements that the proposed plat must meet.
 - d) Compatibility with the present land use in the area of the proposal.
 - e) Environment impacts have been adequately addressed (Stormwater, Erosion/Sediment Control, Wetlands, Floodplain, Shoreland and Septic Systems).
 - f) Public health, safety or traffic impacts have been adequately addressed
4. At the conclusion of the public hearing, the Planning Commission shall either recommend approval or denial of the preliminary plat. The Planning Commission may also table the preliminary plat for future consideration.
5. The Planning Commission and/or County Board may attach reasonable conditions to any approval based upon its consideration of the plat application.
6. The Planning Commission and/or County Board may request the subdivider to submit additional information to address any issues related to the plat application.
7. The action of the Planning Commission shall be stated in writing setting forth the conditions of approval, reasons for approval or the reasons for denial. The Planning Commission's recommendation shall then be submitted to the County Board.
8. The County Board shall consider the Planning Commission's action at a regularly scheduled meeting and shall either approve, deny, or table for future consideration. Approval shall mean the acceptance of the design as a basis for preparation and submission of the final plat. Approval by the County Board of all engineering proposals presented in the preliminary plat which pertain to such things as water supply, sewage disposal, stormwater management/ drainage, gas and electric service, road gradients and widths and the surface of roads is required prior to the approval of the final plat.

F. Preliminary Plat Submittal Requirements

When submitting a preliminary plat, the following components shall be required:

1. Completed preliminary plat application and applicable fees
2. A preliminary plat drawing prepared in accordance with Article 44 and the items listed below:
 - a) Scale: One inch equals 100 feet if possible, but not smaller than 1 inch equals 200 feet.
 - b) Confirmation from Recorder's Office stating that the plat name is not a duplicate or closely resembles the name of any plat previously recorded in the county.
 - c) Names and addresses of the owner, subdivider, surveyor, and engineer of the plan.
 - d) Existing land use district classifications for land in and abutting the subdivision.
 - e) Existing conditions in tract and in surrounding area to a distance of 100 feet.

- f) Boundary line of proposed subdivision and ownership of adjoining land.
 - g) Total acreage of parcel to be subdivided. If riparian, total area of parcel and lot area above the Ordinary High Water Level (OHWL).
 - h) Location of platted roads, right-of-way and utility easements
 - i) Sewers, water mains or wells, culverts or other underground utilities.
 - j) Site suitability showing two subsurface sewage treatment system locations on each lot or evidence of public sewer availability.
 - k) Well location or evidence of access to a public water supply.
3. Erosion and sedimentation control plan for pre-construction, construction and post- construction activities.
 4. Stormwater / drainage plan according to Article 41 of the Land Use Ordinance including preliminary road grades and shall be prepared by a Minnesota state licensed engineer.
 5. MPCA NPDES permit, if disturbing more than one acre of soil.
 6. A map of the site showing Soil Survey Data.
 7. All wetlands shall be delineated by a certified wetland delineator and include a report signed by the certified wetland delineator. The delineated boundary shall be surveyed and shown on the preliminary plat.
 8. Location of all lakes, rivers, streams, intermittent streams, public drainage ditches, water courses, bluffs, steep slopes, flood fringe and floodway boundaries (if available) including location of the OHWL. The preliminary plat shall include two foot contours for the entire land area proposed to be subdivided.
 9. Structure setbacks from any lake, river, stream, water course, wetland, bluff, right of way or lot line must be clearly shown on the plat.
 10. Buildable area as defined in Article 46 of this ordinance.
 11. Preliminary title opinion or commitment.
 12. Within 14 days of submitting the preliminary plat, the subdivider must clearly stake and identify the proposed lot corners and the proposed centerline of the road serving the subdivision.
 13. Inside of the First Assessment District: A preliminary plat application, for residential plats only, shall not be considered complete until the information required in a) and b) below has been reviewed by the County Engineer and written approval has been submitted to Land Services. Non-residential developments may be required to submit such information if the County determines during the review process that road or other improvements shall meet the same or more restrictive standards as for residential developments.
 - a) Construction plans prepared by a professional engineer licensed in the State of Minnesota for all public or private improvements, including roads (in accordance with Article 9.9 B), stormwater facilities or other such improvements as may be required or proposed by the developer, including estimated construction costs itemized per improvement.
 - b) Financial Assurance, as required by Article 9.9 of this Ordinance.

c) A copy of a draft Developer's Agreement, prepared in accordance with the requirements of Article 9.9 of this Ordinance.

G. Final Plat Procedure

The procedure for a final plat shall meet the following:

1. The subdivider shall file with the Zoning Administrator within one year of the date of the approval of the preliminary plat, the final plat which shall substantially conform to the preliminary plat as approved. The subdivider shall submit to the Zoning Administrator 10 copies of the final plat, the requirements of which are set forth in this Ordinance. The final plat application shall be filed by the deadlines established in the department's annual public hearing calendar and shall be accompanied by the fees set forth in the Fee Schedule.
2. Final plat approval shall not be granted to any plat which is not filed within the time herein specified; unless an extension is requested in writing and for good cause, granted by the Planning Commission.
3. Final plat approval shall not be granted unless all requirements of Article 9.6(F) and Article 9.6 (G) of this Ordinance have been met. The County Board shall approve, deny, or table the final plat, and the Department shall notify the owner or subdivider of the County Board's actions within 30 days.
4. The final plat, if approved, shall then be filed with the County Recorder by the subdivider. The subdivider shall provide two sets of mylars. If any irregularity prevents recording of the final plat, the County Auditor shall notify the subdivider. Any approval of the final plat by the Board shall be null and void if the plat is not recorded with the County Recorder within one-hundred-twenty (120) days after the date of approval, unless application for an extension of time is made, in writing, during said one-hundred-twenty (120) day period, to the Board and for good cause granted by the Board.

H. Final Plat Submittal Requirements

When submitting a final plat, the following components shall be required:

1. Completed final plat application and applicable fees.
2. All required submittals for the preliminary plat.
3. Information as was found necessary and requested by the Planning Commission or the County Board.
4. Data requirements as set forth in Minnesota Statutes Chapter 505 and this ordinance, and all interior and exterior boundary lines shall be correctly designated on the plat and shall show bearings on all straight lines, or angles at all angle points, and central angle and radii and arc lines for all curves. Durable iron monuments shall be set at each angle and curve point on the interior and exterior boundary lines and at all block corners and at all intermediate points on the block or lot lines indicating a change of direction in the lines. The plat shall indicate that the monuments have been set.
5. An identification system for all lots and blocks. All lots shall be numbered consecutively.
6. The subdivider or owner shall submit two sets of mylars, after Board approval.

7. Notarized certification by the owner and by any mortgage holder of record, of the adoption of the plat and the dedication of roads and other public areas.
8. Certification showing that all taxes currently due on the property to be subdivided has been paid in full for the calendar year in which the plat is recorded.
9. Subdivider's agreement according to Article 9.9 of this Ordinance.
10. Final Title Commitment or Title Opinion.

9.7 PLAT DESIGN STANDARDS

- A. **Roads:** The design of all roads shall be considered in relation to existing and planned roads, reasonable circulation of traffic, topographical conditions, run off of storm waters and the proposed uses of the areas to be served and shall meet the following standards:
1. Where adjoining areas are not subdivided, the arrangement of roads in new subdivisions shall make provisions for the proper projection of roads. When a new subdivision adjoins un-subdivided land, then the new road shall be carried to the boundaries of such un-subdivided land. Where new roads extend to existing adjoining roads, their projections shall be at the same or greater width, but in no case, less than the minimum required width.
 2. The most current version of the Crow Wing County Highway Department Road Construction Specification, and the local road authority as appropriate, including road width and grade standards shall be observed by the subdivider. These minimum standards are on file in the office of the County Highway Department.
 3. Where a proposed plat is adjacent to a primary road or highway, the County Board may require the subdivider to provide a service road along the right-of-way to service the proposed plat. Segments of existing public roadways have controlled access right -of-way in place. The appropriate road authority shall be contacted to determine those locations.
 4. When a subdivision or portion thereof abuts a principal, major or minor arterial, no lot shall have direct access thereto, unless approved by the County Board. Instead, such lots shall be provided with frontage on a frontage/backage road or an interior road, or similar design feature.
 5. At road intersections, curb lines shall be rounded at a radius of not less than 30 feet.
 6. Cul-de-sacs are permitted when designed to permit future road expansion into adjoining properties or where topography, environmental, land use or existing conditions justify their use as approved by the County Board. Cul-de-sacs shall include a terminal turn-around which shall be provided at the closed end, with an outside shoulder radius of not less than 50 feet and a right of way radius of not less than 66 feet.
 7. The minimum right-of-way widths for roads shall be as follows except where existing or anticipated traffic on the roadway warrants greater right of way width as determined by a state of Minnesota licensed engineer, road authority or the County Board:
 - a) Major Collector Road 100 feet
 - b) Minor Collector Road 100 feet
 - c) Local Road 66 feet
 - d) Cul-de-sac turn-around 132 feet
 - e) Arterial - Determined on a case by case basis, but not less than 100 feet

8. Platted roads shall be either private or public per the following requirements:
 - a) Private Roads
 - 1) Shall be conveyed as outlots on the final plat with a dedicated undivided ownership among all lots served by the road. Notice that the road shall never be publicly maintained without official acceptance by the proper road authority shall be recorded on the plat in the dedications, covenants, and restrictions.
 - 2) Shall have a minimum 66-foot-wide right-of-way.
 - b) Public Roads
 - 1) Shall be dedicated to the public on the final plat.
 - 2) Shall have a minimum 66-foot right-of-way.
 - 3) Shall be constructed by the subdivider and approved by the department prior to final plat approval or subject to a developer's agreement in place according to Article 9.9 of this Ordinance.
9. All platted subdivisions in which the plat does not abut an existing public roadway shall have a minimum 66-foot-wide legal, recorded ingress and egress easement connecting the plat to the existing public roadway.

B. Easements

1. Utility easements at least 10 feet wide shall be provided for utilities where necessary. They shall be centered on rear and other lot lines or within alley rights-of-way. They shall have continuity of alignment from block to block. At deflection points, easements for pole line anchors shall be provided where necessary.
2. Where a subdivision is traversed by a water course, drainage way, channel or road, there shall be provided a storm water easement or drainage right-of-way substantially with the lines of such water course, together with such further width or construction or both as will be adequate for stream channel, but also adjoining areas that have been subject to flooding in years of heavy runoff.

C. Lots

1. Where possible, side lot lines shall be at right angles to straight or radial to curved road lines. Each lot shall front on a public road.
2. Every lot must have adequate legal access to a public road or approved private road. If proposing to access a roadway under County authority, review the most current version of the "Driveway Access to Roads Under County Jurisdiction" on file in the office of the County Highway Department.
3. Lots must comply with the minimum lot sizes specified in the Land Use Ordinance, except in the following circumstances there shall be no minimum lot sizes or widths required except as may be imposed by the Planning Commission and/or County Board during a conditional use or preliminary plat approval process:
 - a) For conservation developments as regulated in Article 33;
 - b) For resort conversions to a residential development or to a shared-capital resort as regulated in Article 34;

- c) For non-residential subdivisions involving the creation of commercial storage buildings which are divided into separate lots.
- 4. Regard shall be shown for trees, wetlands, steep slopes, water courses, historic natural features, or other similar conditions. Plans shall be submitted to minimize the impact to these natural features.
- 5. Lot remnants which are below the minimum lot size must be added to adjacent or surrounding lots rather than be allowed to remain as an unusable outlot or parcel unless the owner can show plans consistent with the purpose of this Ordinance for the future use of such remnants.
- 6. All new created lots shall have a primary and alternate subsurface sewage treatment system according to Minnesota Rules Chapter 7080 and Article 37 of the Land Use Ordinance.

9.8 REQUIRED IMPROVEMENTS

The following improvements are minimum improvements and shall be required in any plat subject to the requirements in Articles 9.6 and 9.7. The subdivider shall pay for the cost of all improvements required in the subdivision including but not limited to:

A. **Monuments:** All plat boundary corners, block and lot corners, road intersection corners and points of tangency and curvature shall be marked with the survey monuments according to Minnesota Statutes §505.021.

B. Roads (Inside of the First Assessment District): All public and private roads for residential developments (except those private roads in an Administrative Subdivision) shall be designed by a professional engineer licensed in the state of Minnesota and constructed according to the requirements applicable to roads within the First Assessment District (FAD) as adopted by the County Board. For non-residential developments, the County shall consider on a case-by-case basis whether roads shall be built to such standards or allowed to build to lesser standards based on the nature of the development and the extent of public use of the roadways. The right-of-way of each road dedicated in the plat shall be improved to include a roadway surface and stormwater drainage system in compliance with Article 41 and all applicable county and/or township specifications. Road name signs shall be placed at each intersection. Road names shall conform to Article 19: Addressing and Road Signs of the Land Use Ordinance and shall be approved by the Department.

1. The subdivider shall be required to either:

a) maintain all public and private roads in the subdivision on a year-round basis until acceptance of the road by the road authority; OR

b) set up a homeowner’s association to be responsible for year-round road maintenance but shall ensure that the bylaws of such association provide an adequate funding and revenue collection system from the individual lot owners - including from any unsold lots.

In either case, a year-round roadway maintenance plan shall be submitted as part of the developer’s agreement in Article 9.9 and be subject to approval of the County Board

B-C. Roads (Outside of the First Assessment District): All public roads shall be built to the requirements of the road authority and be designed by an engineer licensed in the state of Minnesota. If the local road authority has no road design specifications or for private roads, the road shall be constructed according to the requirements found in Appendix 1. The right-of-way of each road dedicated in the plat shall be improved to include a roadway surface and stormwater drainage system in compliance with Article 41 and all applicable county and/or township specifications. Road name

signs shall be placed at each intersection. Road names shall conform to Article 19: Addressing and Road Signs of the Land Use Ordinance. Road names shall be approved by the Department.

1. The subdivider shall be required to maintain all public roads in the subdivision and provide for year-round road maintenance until acceptance of the road by the road authority.

C.D. **Stormwater Management:** Stormwater management facilities and drainage shall be completed in accordance with the provisions of this Ordinance and Article 41 of the Land Use Ordinance and be designed by an engineer licensed in Minnesota.

D.E. **Erosion/Sediment Control:** All plats must submit an erosion and sediment control plan and time schedule that will prevent soil loss to the Department before the development activity is to begin. The subdivider must also obtain an NPDES permit from the State of Minnesota if there will be disturbance of more than one acre of land.

E.F. **Water Supply:** Wherever connection with a community or public water system is possible, the public water shall be used. In other case, individual wells shall be used. Either shall be provided in accordance with State and County Regulations.

F.G. **Sanitary Sewer:** Wherever sanitary sewer facilities are available the subdivider shall be required to install sanitary sewers and connect the same to such trunk line sewers. In other cases, subsurface sewage treatment systems shall be used. Either shall be used in accordance with State and County regulations.

9.9 DEVELOPERS AGREEMENT

Prior to County Board approval of a final plat of a proposed subdivision, the ~~subdivider shall execute and submit to the County Board, at the expense of the subdivider,~~ **County Board shall have approved a** developer's agreement that shall ensure the construction of all improvements required under the provision of this ordinance and that all improvements shall be completed. The subdivider shall pay for the cost of all improvements required in the subdivision along with the subdivision's share of the cost of any trunk facilities to be extended to the subdivision. The developer's agreement shall stipulate that no permit of any type shall be issued until all improvements required by this Ordinance have been met or are arranged for in a manner prescribed in the developer's agreement.

A. Roadway Maintenance Plan (inside of the First Assessment District only). The subdivider shall provide a plan for the maintenance of all constructed public or private roadways until acceptance of the road by a public road authority. The provided plan shall be approved by the County Board and indicate who will be responsible for conducting the maintenance, the manner of maintenance to be completed and how frequently, and a mechanism for funding the ongoing maintenance of the road.

B. Financial assurance. The subdivider shall provide a financial guarantee naming the County as first obligee to ensure completion of all improvements as required. No part of the financial guarantee will be released until all aspects of the developer's agreement are completed unless specifically stated. The amount of the financial guarantee shall be 1.25 times the estimated improvement construction cost.

1. Inside of the First Assessment District: The financial assurance amount shall be calculated as 1.25 times the estimated construction costs submitted by the developer's professional engineer licensed in the State of Minnesota and must be approved in writing by the County Engineer.

2. Outside of the First Assessment District: It shall be the responsibility of the subdivider to determine the improvement construction cost which must be approved by the Department.

C. Recreational Uses, Public and Private	SD	AGF	UG	RR 1	RR 2.5	RR 5, 10, 20	SS	C1	C2	WC	C/LI	C/HI	AP
Shooting range, firearms, archery, private		CU				CU		CU		CU			

D. Civic, Educational and Institutional Uses	SD	AGF	UG	RR1	RR 2.5	RR 5, 10, 20	SS	C1	C2	WC	C/LI	C/HI	AP
Athletic field/stadium; arena		CU	CU	CU	CU			CU	CU				
Cemetery	A	A	A	A	A	A							
Transient Camps, Church Camps	CU	CU	CU	CU	CU	CU				CU			
Places of Worship	P	P	P	P	P	P	P	P	P	P	P	P	
Public building	P	P	P	P	P	P	P	P	P	P			P

E. Commercial and Industrial Uses	SD	AGF	UG	RR 1	RR 2.5	RR 5, 10, 20	SS	C1	C2	WC	C/LI	C/HI	AP
Airport: Hangar													P
Airport: Public													P
Airport: Private	CU	CU											P
Adult uses		CU											
Amusement Park			CU						CU				
Animal Breeding and/or boarding Facility	CU	CU		CU	CU	CU		CU	CU		CU		
Extractive use, mining, gravel pit, aggregate		CU			CU	CU					CU	CU	CU
Storage buildings, Commercial	CU	CU	CU	CU	CU	CU		P	P	CU	CU	CU	
Industrial park											CU	CU	

- J. Facilities such as ramps or mobility paths for handicapped access to shoreline areas may be allowed, provided that:
 - 1. The department determines that there is no other reasonable way to achieve access; and
 - 2. The dimensional and performance standards of this section are met; and
 - 3. The requirements of Minnesota Rules, Chapters 1307 and 134 are met.

11.10 GUEST COTTAGE/GUEST QUARTERS

See Article 27.

11.11 DUPLEX AND TRIPLEX DWELLINGS

See Article 28.

11.12 ACCESSORY STRUCTURES - RESIDENTIAL

- A. The total cumulative area that all residential accessory structures may occupy on a lot shall be subject to the impervious coverage limits found in Article 41 of this ordinance.
- B. A permit shall not be required for up to two accessory structures totaling no more than 160 square feet. Ground-mounted solar panel installations shall not count against this limit.
- C. No accessory structure shall be used for human habitation except to allow for a guest quarter.
- D. All setback and building height requirements shall be met.
- E. Construction complies with all provisions of Articles 11 and 41 of this Ordinance.
- F. Semi-trailers, railroad cars, manufactured houses, or similar structures shall not be used for storage. Cargo containers, as defined by this ordinance, shall be allowed with a land use permit.
- G. Private swimming pools located above or below the ground and below-ground hot tubs shall require a permit as an accessory structure and must meet all applicable setbacks. Above ground hot tubs shall not require a permit but shall meet setbacks applicable to accessory structures. Private swimming pools and hot tubs located in the ground are prohibited in shore impact zone 1, but shall be allowed in shore impact zone 2 and the rear lot zone. An in-ground pool or hot tub and any surrounding patio/deck areas shall not exceed 400 square feet in size within shore impact zone 2.

11.13 WATER-ORIENTED ACCESSORY STRUCTURES

- A. Water-Oriented Accessory Structures on Water-Oriented Commercial Lots. One water oriented accessory structure not meeting the structure setbacks in Table 11.2 of this ordinance may be placed with a permit on a water-oriented commercial lot provided the following standards are met:
 - 1. The structure or facility shall not exceed 15 feet in height and cannot occupy an area greater than 250 square feet;
 - 2. The minimum setback of the structure or facility from the OHWL level shall be 20 feet, and/or 10 feet from a DNR permitted harbor;
 - 3. The structure or facility is treated to reduce visibility as viewed from Public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions;
 - 4. The structure shall not be used for human habitation;

- A. Boardwalks and bridges require permits as per set forth in the following table and standards:
1. May be placed on temporary or permanent supports;
 2. May have railings attached;
 3. Shall meet property line setbacks; and
 4. Must me the requirements of Article 21.

Approvals Required for Boardwalks and Bridges Over Non-Public Waters
 (Any project involving work within public waters would fall under the DNR’s jurisdiction and may require a DNR Public Waters Work Permit)

	Boardwalk over non-public waters (8 ft width or less)	Bridge over non-public waters (greater than 8 ft width)	Bridge over non-public waters (greater than 8 ft width)
SIZ1	Shoreland Alteration Permit	Not permitted	Not permitted
SIZ2	Shoreland Alteration Permit	Not permitted	Not permitted
RLZ	Shoreland Alteration Permit	TEP review and Accessory structure permit	Accessory structure Permit
Non-Shoreland	Allowed - No Permit Required	TEP review and Accessory structure permit	Accessory structure Permit

Key: SIZ1 = Shore impact zone 1; SIZ2 = Shore impact zone 2; RLZ = Rear lot zone (see Article 46 for definitions). TEP = Technical Evaluation Panel as established in MN Statutes 103G.2242.

ARTICLE 19--ADDRESSING AND STREET NAME SIGNS

19.1 PURPOSE AND STATUTORY AUTHORIZATION

- A. The purpose of these regulations is to establish an official plan for a coordinated address system for locating 911 emergencies, maintaining continuity in addressing throughout Crow Wing County, and providing for the administration thereof. This Ordinance has been designed to be compatible with the 911 Emergency Telephone System established by Minnesota Statutes, Chapter 403.

19.2 ROAD NAMES LISTED ON OFFICIAL COUNTY MAP

- A. Road names for 911 addressing may differ from original plat names. Road names as shown on the official County Map will be accepted under this ordinance for 911 addressing purposes and shall only be subject to change by the authority of the department.

19.3 ROAD NAMING CRITERIA

- A. A road name may not be duplicated with that of any presently represented street, avenue, road, drive, circle, court, etc. within the jurisdictional area of any fire department, community, or surrounding township. Exceptions may be made if the proposed road is in general alignment with a road, which in all probability will connect, or is a continuation of an existing named road. A separate road name may

- B. **Campground setback near residences.** No campground for part time use or combination time use shall be allowed within one-eighth (1/8) mile of any residence without approval in writing from the owner of such residence.
- C. **Boundary marking.** All campgrounds shall require a simple method of signage, simple fencing, vegetative screening, or a combination of same in order to show clearly where the boundaries of the campground are located to minimize inadvertent trespass.
- D. **Utilities.** A modern facility campground for seasonal use for only travel trailers and motor homes shall require a centralized sewage disposal and water supply system with individual sewer, water, and electrical hookups to each site.
- E. **Specifications and approval for utility plans.** All plans for installation, alteration, or extension of any such sewage disposal or water supply system shall meet those specifications so designated by the Minnesota State Department of Health and the Department. Prior to commencement of any construction, all plans must be reviewed and approved by the Department with final review and approval to be made by the Minnesota State Department of Health.
- F. **Sanitary facilities setbacks.** No supporting sanitary facility for the campground can have a lesser setback from the property lines than allowed for a campsite. Sewage disposal beds or trenches shall be setback 60 feet from a General Development Lake, 85 feet from a Recreational Development Lake and 150 feet from a Natural Environment Lake.
- G. **Screening.** Each campsite shall be screened from view from beyond the campground property lines by solid fence, trees or plantings which are at least 85 percent effective under 100 feet of setback, are at least 60 percent effective for 101 to 175 feet of setback and are at least 30 percent effective for setbacks of 176 feet or more.
- H. **Campsite identification.** Every separate campsite available for use on every campsite, ~~except Class V,~~ shall be identified by a number. Campgrounds which provide for a rotational use must remove such identifying signs on campsites temporarily removed from use.
- I. **Campsite rotation.** Except for Part Time Use Campgrounds or Part Time Use portion of a combination time use campground, all other campground plans for operation must include a plan to rest campsites or rotate the use of campsites to protect the individual campsites from overuse.

ARTICLE 27—GUEST COTTAGE/GUEST QUARTERS

27.1 SHORELAND DISTRICTS

A guest cottage or guest quarter in the Shoreland District, where listed as allowed or permitted in Article 10.3, shall comply with the following standards:

- A. All required setbacks shall be met.
- B. The maximum impervious surface limits for the lot shall not be exceeded.
- C. The maximum building footprint and livable area for a guest cottage does not exceed 700 square feet.
- D. The building footprint for an accessory structure containing a guest quarter is limited by impervious surface limits according to Article 11.10 B and the livable area shall not exceed 700 square feet.
- E. Construction complies with all provisions of Articles 11 (Shoreland Management Standards) and 41 (Stormwater Management) of this ordinance.

- F. A guest cottage shall not exceed 15 feet in building height.
- G. A guest quarter shall not exceed 30 feet in building height.
- H. It is located or designed to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks, or color, assuming summer leaf-on conditions.
- I. Analysis of existing shoreland vegetation according to the Crow Wing Shoreline Rapid Assessment Model and development of a shoreland vegetation restoration plan, if applicable, as set forth in Article 11. At a minimum all new guest quarters and guest cottages shall provide for a no maintenance buffer between the structure and the lake.
- J. Lots which contain a two-, three-, four- or multi-family dwelling shall not be allowed a guest cottage or guest quarter.

27.2 NON-SHORELAND DISTRICTS

A guest cottage or guest quarter shall comply with the following standards:

- A. All required setbacks shall be met.
- B. The maximum impervious surface limits for the lot shall not be exceeded.
- C. The maximum building footprint and livable area for a guest cottage does not exceed 900 square feet.
- D. A guest quarter shall not exceed 30 feet in building height.
- E. No more than one (1) guest cottage or guest quarter shall be allowed per single-family residential lot.
- F. Lots which contain a two-, three-, four- or multi-family dwelling shall not be allowed a guest cottage or guest quarter.

ARTICLE 28-- TWO-, THREE- AND FOUR-FAMILY (DUPLEX, TRIPLEX AND QUAD) DWELLINGS

28.1 SHORELAND DISTRICTS

A duplex or triplex dwelling may be permitted on a residential lot in the Shoreland District provided it meets the standards listed in Table 11.1 of this Ordinance. Quads are not allowed within the Shoreland District.

Travel trailers used as dwelling units shall not be allowed on a lot containing a duplex, triplex, quad or multi-family dwelling for longer than 14 consecutive days in a calendar year.

28.2 NON-SHORELAND DISTRICTS

A duplex, triplex or quad dwelling may be permitted in non-shoreland districts as identified in Article 10.3 provided it meets the following standards:

- A. The dwelling is located on a lot that meets the minimum size requirements of the district in which it is located. Existing legal lots which are nonconforming to current lot size requirements shall not be eligible for placement of a duplex, triplex or quad.
- B. Individual dwelling units within a duplex, triplex or quad must be attached by a common wall(s) such that no unit is a freestanding structure. Each building shall have conforming sewage treatment and water systems.

Planning Commission/Board of Adjustment, or no longer poses a threat to human health and the environment; or is no longer a public nuisance.

98. **COUNTY** - Crow Wing County, Minnesota.
99. **COUNTY COMPREHENSIVE PLAN** - The plan for the orderly growth of Crow Wing County as adopted and amended by the Planning Commission/Board of Adjustment and the County Board. This includes the group of maps, charts and texts that make up the comprehensive long range plan for Crow Wing County.
100. **COUNTY RECORDER** - The County Recorder and Registrar of Titles for Crow Wing County, Minnesota
101. **CRITICAL FACILITIES** - Facilities necessary to a community's public health and safety, those that store or produce highly volatile, toxic or water-reactive materials, and those that house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical facilities include hospitals, correctional facilities, schools, daycare facilities, nursing homes, fire and police stations, wastewater treatment facilities, public electric utilities, water plants, fuel storage facilities, and waste handling and storage facilities.
102. **CUL-DE-SAC** - A permanent road terminating at one end, which is circular in design, without connecting with another road
103. **DECK** - A horizontal, unenclosed platform which is attached or functionally related to a dwelling, and may or may not have attached railings, seats, trellises, or other features.
104. **DEDICATION TO THE PUBLIC: - Parks:** All property in a plat dedicated to the public as parkland shall operate to convey fee title to the property to the designated political subdivision for the use and purposes named or intended.
105. **Roads:** Any street, road, alley, trail, or other public way dedicated or donated on a plat shall convey an easement only. All roads in a plat designated to the public are described town roads including for purposes of Minnesota Statutes § 163.16.
106. **DEPARTMENT** - The Crow Wing County Land Services.
107. **DEVELOPMENT** - Any manmade change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
108. **DEVELOPMENT REVIEW TEAM (DRT)** - A committee to provide preliminary review of applications for variances, conditional uses, and development proposals.
109. **DIRT MOVING** - Any movement, excavation, grading, or filling of dirt on a lot.
110. **DISPOSAL OR DISPOSE** - The discharge, deposit, injection, dumping, spilling, leaking or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.
111. **DNR** - Minnesota Department of Natural Resources.
112. **DRIVEWAY** - A road, easement or strip of land serving as vehicular access to not more than two (2) residential lots or parcels and which is not dedicated to nor maintained by a public agency. ~~A private road serving no more than two residential lots.~~
113. **DUMP** - An area used for disposal of wastes.

apply to part of a tract of real estate or a whole tract, or several tracts considered together, with or without structures on any part thereof.

244. **PRESENTATION:** - The display, depiction, or description of "specified sexual activities" or "specified anatomical areas".
245. **PRINCIPAL ARTERIAL ROAD** - A road or highway which is part of a system which consists of a connected network of continuous routes serving corridor movements having trip length and travel density characteristics indicative of substantial statewide or inter- regional travel.
246. **PRINCIPAL USE OR STRUCTURE** - The primary purpose for which land or a structure is arranged, designed, intended, or used.
247. **PRIMITIVE FACILITY CAMPGROUND** - An area that consists of individual remote campsites accessible only by foot or water.
248. **PRIVATE ROAD** - ~~Any vehicular way which is not an existing federal, state, county, or township roadway; or is not shown upon a certificate of survey, minor subdivision, or plat approved pursuant to law, or is not dedicated to public use.~~ A road, easement or strip of land serving as vehicular access to more than two (2) residential lots or parcels and which is not dedicated to nor maintained by a public agency.
249. **PUBLIC BUILDING** - A structure or building that is owned and managed for public purposes by any department or branch of government, or non-governmental organization.
250. **PUBLIC NUISANCE** - A condition which unreasonably annoys, injures, or endangers the safety, health, morals, comfort, or repose of the neighborhood or any considerable number of members of the public.
251. **PUBLIC PARK** - A park, reservation, open space, playground, beach or recreation and/or community center in the County owned, leased, or used wholly or in part by a city, county, state, school district, or federal government for recreational purposes.
252. **PUBLIC WATERS** - Lakes, rivers, streams and wetlands designated under Minnesota Statutes, section 103G.005, subdivision 15, any lakes or wetlands listed in the DNR Public Waters Inventory, and any other lakes, rivers, streams, or wetlands listed in Appendix A of this ordinance.
253. **RACE TRACK** - An area devoted to the racing of motor and non-motorized vehicles or animals for non-personal use, and all improvements normally associated with racing such as off-street parking, patron seating, concessions, and a fixed race track, but excluding gambling facilities or activities.
254. **REACH** - A hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man- made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.
255. **REAR LOT ZONE (RLZ)** - Land located between the structure setback line and the landward boundary of the shoreland district.
256. **RECREATIONAL VEHICLE** - A vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

Lake Name	DNR ID:	Classification	Ordinary High Water Elevation (OHW) Datum: NGVD 29 (ft)	Base Flood Elevation (BFE) Datum: NGVD 29 (ft)	Regulatory Flood Protection Elevation (RFPE) Datum: NGVD 29 (ft)
Middle Cullen	18-377	GD	1195.1	1196.9	1198.4
Milford	18-130	NE	1213.1	1214.4	1215.9
Mille Lacs	48-2	GD	1252.8	1256.3	1257.8
Miller	18-21	RD	1269.6	1272.1	1273.6
Miller	18-133	RD	1178.4	1180.80	1182.3
Moburg (Moberg)	18-389	RD			
Mollie	18-335	NE	1206.8	1208.8	1210.3
Moody	18-339	NE			
Moulton	1-212	RD			
Mud	18-10	NE			
Mud	18-54	NE			
Mud	18-94	GD			
Mud	18-137	NE			
Mud	18-160	NE			
Mud	18-166	NE	<u>1217.32</u>	<u>1219.8</u>	<u>1220.8</u>
Mud	18-198	NE			
Mud	18-151	NE			
Mud	18-253	NE			
Mud (Carp)	18-321	NE	1207.8		
Mud	18-322	NE	1208.0		
Mud	18-326	NE	1208.2		
Mud	18-353	NE			
Mud	18-391	RD	1205.1		
Mud	18-579	NE			
Nelson	18-164	NE-SP	1218.2		
Nelson	18-411	RD			
Nokay	18-104	RD	1228.3	1230.0	1231.50
North Long	18-372	GD	1198.3	1198.65	1200.15
O'Brien	18-227	GD	1236.1	1236.5	1238.0
Olander	18-91	NE			
Olson	18-171	NE			
Ossawinnamakee	18-352	GD	1206.1	1208.1	1209.6
Partridge	18-48	RD	1275.7	1277.1	1278.6
Pascoe	18-114	GD			
Pelican	18-308	GD	1207.4	1208.3	1209.8

Document No.: 970409 ABSTRACT
05/05/2022 11:10 AM Total Pages: 25
Fees/Taxes In the Amount of: \$0.00
GARY GRIFFIN
CROW WING, MINNESOTA
County Recorder
Deputy: sarahs

RESOLUTION

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: April 12, 2022

Resolution 2022-31

OFFERED BY COMMISSIONERS: Brekken and Barrows

AYES: Koering, Brekken, Barrows, Franzen, Houge

**RESOLUTION AUTHORIZING BOTH THE ADOPTION OF REVISIONS TO THE LAND USE
ORDINANCE AND REPEAL COUNTY INTERIM ORDINANCE NO. 2101 IN CROW WING COUNTY**

WHEREAS, pursuant to Minnesota Statute 394 and Crow Wing County Land Use Ordinance Article 4, Crow Wing County has the ability to initiate amendments to the Land Use Ordinance in order to protect the State's land, air, water, and other natural resources and the public health, and

WHEREAS, pursuant to Minnesota Statute 394.34, the Crow Wing County Board of Commissioners has the authority to adopt an interim zoning ordinance for the purpose of classifying and regulating land uses and related matters, and

WHEREAS, Crow Wing County did adopt Interim Ordinance No. 2101 by County Board action on August 10, 2021, placing a moratorium on new platted subdivisions within the First Assessment District (FAD) and new/existing applications for airports in Crow Wing County, and

WHEREAS, the Crow Wing County Board deemed it necessary to undertake a study of these issues and for County staff to bring forth suggested ordinance changes within one year for the County Board to consider that would ameliorate the adverse impacts associated with this development pattern and to protect the health, safety and welfare of the citizens of Crow Wing County, and

WHEREAS, Crow Wing County did conduct both a thorough study of airports and platted subdivision standards and best practices in both Crow Wing County and regional cities and counties in Minnesota, and

WHEREAS, the Crow Wing County Board desires to protect the public health, safety and welfare of Crow Wing County by considering proposed revisions to the Land Use Ordinance as a result of said studies, public written comments, public hearing testimony and County Board feedback, and

WHEREAS, the Crow Wing County Board deems it necessary to revise the existing Land Use Ordinance in order to most effectively address the public health, safety and welfare of Crow Wing County, and those revisions drafted by County staff do address those issues, and

WHEREAS, with the adoption of the proposed Land Use Ordinance revisions, the Crow Wing County Board no longer deems it necessary to continue to implement and enforce Interim Ordinance No. 2101 after the effective (implementation) date of the proposed ordinance revisions.

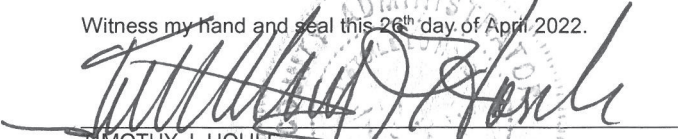
NOW, THEREFORE, BE IT RESOLVED the Crow Wing County Board of Commissioners hereby ordains the following in Crow Wing County:

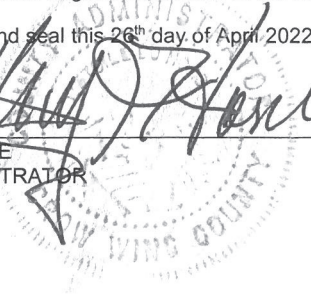
1. Approval of proposed revisions to the Land Use Ordinance as drafted by County staff and presented to the County Commissioners on April 12, 2022, as on file. The effective date of the Ordinance revisions shall be May 11, 2022, pursuant to Article 4.4 A of the Land Use Ordinance.
2. Repeal of Interim Ordinance No. 2101. The effective date of this action shall be May 12, 2022.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Timothy J. Houle, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on April 12, 2022, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 26th day of April 2022.


TIMOTHY J. HOULE
COUNTY ADMINISTRATOR



Action/Discussion

Hubbard county request- approve
LSOHC program update and TNC/MHB agreement-approve
Letter of Support for consent for The Nature Conservancy to sponsor fish
passage- approve
Executive Directors report- Discussion



Mississippi Headwaters Board Funding Request Questionnaire

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

Web Site: www.mississippiheadwaters.org

Below are some questions that the Mississippi Headwaters Board (MHB) requests your organization answer before the MHB board can distribute funds to requesting organizations. Please submit at least 1 month before any funding is needed. **The MHB was created in 1980 to protect the Natural, Recreational, Cultural, Scientific, and Historical values of the Mississippi River.**

1. Tell us about yourself. What is the primary purpose of your organization?

Hubbard County SWCD Mission Statement:

“To provide leadership, education, technical advice, financial assistance to landowners and community groups while cooperating with other local, state, and federal agencies to manage and protect the district’s soil, water, forests, wildlife, and recreational resources.”

Hubbard County SWCD is governed by a board of 5 elected members who each represent four to seven townships within our county and who provide oversight and guidance to the district staff. We are tasked with providing local, on-the-ground assistance to local communities and private landowners to protect our soil and water resources for present and future generations.

Hubbard County consists of a diverse landscape which includes some of Minnesota’s most beautiful lake shores, several trout fishing streams, farmland, and forestland. We have 639,000 acres total, with approximately 89,500 acres of cropland, 57,510 acres of Lakeland, and 415,350 acres of forestland.

The majority of our water flows downstate into the Twin Cities region—when we protect our water quality locally, we also protect the drinking water for the most populous part of our state. Hubbard County’s population was 22,091 in 2022. Rapid growth in the county is expected through 2030, which will likely create more demands on its natural resources.

2. Tell us how this project will align with one or more of the multiple values listed above, and what you want to accomplish with your project?

Many of the public access lakes within the Mississippi River Headwaters contributing stream networks in northern Hubbard County have never been improved beyond their initial creation. These sites are important to residents and visitors to the area because they provide the primary access for summer and winter fishing, swimming, boating, canoeing/kayaking, birding and hunting in many cases. One of the things that residents and visitors value about these smaller, stream connected northern lakes is that the accesses are more primitive, the water is clear and the lakes are relatively quiet while also productive with fish. One of the risks to these almost pristine lakes is that the primitive access points mostly feature dirt and gravel parking lots sloped to a dirt, gravel or mud landing where sediments wash in along with any other contaminants I those parking lots after every rain and with every snow melt.

HCSWCD would like to implement an MHB, Local Capacity, DNR supported effort to improve these landings with critical area planting, shoreland stabilization, stormwater management and erosion control features so the public may continue to utilize these lake access points and enjoy high water quality, healthy fisheries and abundant wildlife on their favorite northern Hubbard County lakes well into the future. Each site within the project will include a community outreach component accessible to visitors via a brief description of the project, project partners and a scan code to access additional background and citizen science activities on MN Watersheds Virtual Lab related to the site on their personal cell phone during or after their visit.

This project will provide multiple benefits including:

1. Protect water quality through reduced sedimentation.
2. Improve and enhance recreational access to the water bodies included in the project.
3. Protect sensitive fisheries habitat, which is especially important for the trout lakes given their need for clear, cold waters.
4. The community outreach component made possible by the project signage and scannable code linked to the MN Watersheds Virtual Lab will offer several scientific, cultural and historical connections to each specific water body which will likely be of interest to visitors and residents alike. The associated online gallery of photos and short videos which can be started by project implementors and easily added to via the virtual lab by visitors in an ongoing way will also create an opportunity for people to follow their lake and to connect with other people who are posting pictures as well and are part of their lake community whether they already know each other or not.

Water bodies and landings identified for consideration as this project develops (see included map for locations and stream connectivity to the Mississippi River): Schoolcraft Lake, Midge Lake, Lake 20, Lake George, Paine Lake, Hennepin Lake, Frontenac Lake, LaSalle, Newman Lake. We recognize that we may not be able to develop a project at each of these locations within phase 1 of this project which will be funded as described in the next section. However, the Mississippi One Watershed One Plan is just beginning the implementation period and we plan to leverage this process to kickstart planning for water quality improvements to the 1w1p prioritized lakes over a longer timeline and bigger budget that will be supported partly by watershed funding.

The goal for this year is to fully assess each project site, communicate with the approving authority for each site to determine which sites may move forward quickly and which may take a longer process and then implement projects at the sites suitable for non-engineered improvements with high potential impacts. We would like to pursue it in this way to have first year accomplishments where HCSWCD team members and partners can plan and implement the practices quickly and gather information for the additional sites requiring engineering (those will be more costly and take more time and will likely be fundable with 1w1p funds at some point in the next 10 years).

3. What amount of funding are you requesting, and what will it be used for? Have you requested funds from other sources and are they secured?
 - HCSWCD is requesting \$20,000 from MHB to support this project. MHB funds will be used for staff time, materials and equipment to implement stabilization, stormwater and erosion control practices at several sites. MH funds may also be used to create and print project signs.
 - HCSWCD has \$7,000 in 2020 and 2021 local capacity funds that can be redirected toward project implementation plus \$2,000 in 2021 Local Capacity which will be used

for staff time to develop the MN Watersheds Virtual Lab interactive materials for the community to link to via the project signs at each of these sites. The interactive materials will also be available to be shared by MHB and will likely be used by our local K-12 schools who are already using our Virtual Lab components in their forestry, ag and environmental science classes.

- In previous Hubbard County public landing improvement projects, our team has learned that the DNR is willing to provide concrete planks to reduce in and near water and traffic/use-based erosion where suitable to contribute to HCSWCD erosion control lake access projects. I do not know the monetary value of each of these items, but I will request that info when/where contributions are made.

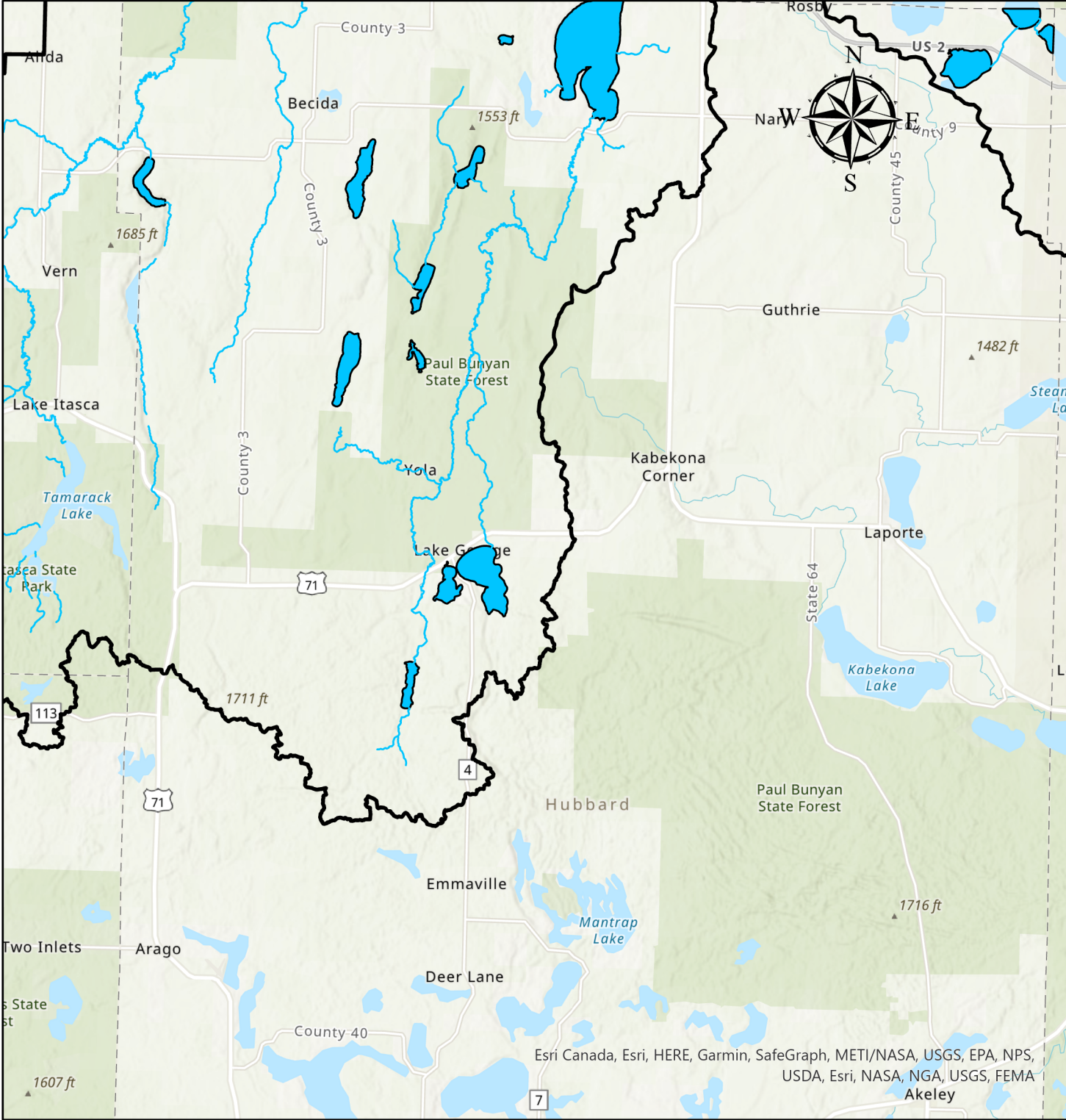
4. Is this project regional in scope and/or involve any of the MHB member counties (Clearwater, Hubbard, Beltrami, Cass, Itasca, Aitkin, Crow Wing, and Morrison)?

Yes. This project involves the northern portion of Hubbard County which falls within the Mississippi River Headwaters major watershed and includes waterbodies with stream and groundwater connectivity to the Mississippi River MHB focus area.

5. What type of organization are you (governmental, Nonprofit, etc...)

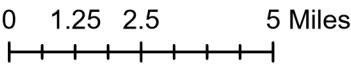
HCSWCD is a local branch of state government.

Public Landings Improvement Overview



Legend

- MissHeadMajorRivers
- MissHeadwaters
- Lakes With Landings



MHB & TNC FUNDING AGREEMENT

This non-exclusive Agreement (“Agreement”) is made, effective upon execution by all parties (“Effective Date), by and between the Mississippi Headwaters Board, located at 322 Laurel St., Suite 34, Brainerd, MN 56401 (“MHB”) and The Nature Conservancy (TNC), with its local office located at 1101 W. River Parkway, Minneapolis, MN 55415-1291.

ARTICLE 1: RECITALS

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

WHEREAS, TNC is a non-profit conservation organization organized under the laws of the District of Columbia, whose mission is to conserve lands and waters upon which all life depends.

WHEREAS, TNC and MHB acknowledge that, due to COVID-19 restrictions and other factors, not all tasks were completed nor all funds expended under the prior agreement between the parties, which agreement was effective January 1, 2021 and which expire by its terms on June 30, 2022.

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

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

ARTICLE 2: PURPOSE

2.1 Purpose.

MHB and TNC agree that the purpose of this Agreement is to provide RIM conservation easement landowner outreach and fee acquisition outreach in MHB Headwaters counties for the Miss. Headwaters Habitat Corridor program funded by the Minnesota Outdoor Heritage Fund.

ARTICLE 3: TERM OF GRANT AGREEMENT

- 3.1 ***Effective date:*** The effective date of this Agreement shall be the last date of signature below. Notwithstanding the foregoing, TNC shall be eligible for reimbursement for activities under this Agreement conducted on or after July 1, 2022 through the Expiration Date.
- 3.2 ***Expiration date:*** June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever comes first.

ARTICLE 4: DEFINITIONS

4.1 Definitions.

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

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

ARTICLE 5: PROJECT INFORMATION

5.1 Project Deliverable.

Assist MHB Headwater counties with landowner outreach. Scope of responsibilities shall include:

- Revise landowner outreach materials (letter, maps, and MHHCP easement brochure); survey SWCDs about current and new outreach needs; and assist in developing general/local media articles.
- In conjunction with participating SWCDs and MHB, develop a prioritized landowner outreach list, including appropriate past landowner outreach and new landowners. Utilize various data sets of priority landowners to include, but not limited to: RAQ scoring; 1W1P land conservation priorities; TNC Multi-Benefit and Resilience analysis, and SWCD select landowners.
- Conduct outreach via mail. After an appropriate interval, re-contact high priority landowners via mail and/or phone. Follow-up with initial outreach interest and refer to SWCD staff as appropriate. Check in with participating SWCDs on a monthly basis.
- Follow-up with past inquiries from landowners and reconnect with them.
- Conduct limited landowner outreach for TPL in coordination with TPL staff.
- In conjunction with participating SWCDs, assist in setting up RIM easement open houses for interested landowner and follow-up with attendees. Seek out and participate in synergistic opportunities to present easement information at SWCD outreach gatherings or opportunities. As requested by SWCD staff, assist SWCDs in developing a BWSR easement application packet and assist with easement processing.

5.2 Action Steps and Timeline.

- July 1, 2022 – June 30, 2024: Perform the above project deliverables
- provide invoices on a quarterly basis according to Dept. of Natural Resources (DNR) guidelines for documentation of staff time.
- Provide status reports to MHB Project Coordinator and meet program reporting deadlines by January 1st and July 1st of each year during the Term of this Agreement.

ARTICLE 6: FINANCIAL NEED AND RESOURCES

6.1 Funding.

MHB shall provide funding through their Outdoor Heritage Fund appropriation for the staff time required for the above-described project deliverables on a reimbursement basis, up to a total of \$30,000. TNC will cover travel, meals, and other incidentals through their own funds.

ARTICLE 7: TERMINATION

7.1 Term

The period of this Agreement will commence on July 1, 2022 or the date of last signature below, whichever is later, and expire on June 30, 2024.

7.2 Termination

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

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

7.3 Payment upon Termination

In the event of termination of this Agreement, each Party shall perform its obligations up to and including the effective date of termination. MHB shall reimburse TNC for any staff time incurred up to the date of termination.

7.4 Rights and Obligations on Termination or Expiry

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

ARTICLE 8: LIMITED LICENSE TO USE OF NAMES AND TRADEMARKS

8.1 Limited License To Use Name and Logo

Each Party grants the other Party a limited license to use its name and logo in advertising and promoting the events as contemplated in this Agreement.

8.2 Written Approval Required Before Use of Name and Logo

Notwithstanding Section 8.1, prior to a Party using the other Party's name and logo, such Party shall first submit such proposed use to the other Party for its prior written approval, which approval shall be given or denied in the reviewing Party's sole discretion.

ARTICLE 9: GENERAL CONDITIONS

9.1 Notices

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

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

- (i) Mississippi Headwaters Board
ATTN: Executive Director
Address: 322 Laurel Street
City/State: Brainerd, MN
Zip: 56401
Email: timt@mississippiheadwaters.org

Telephone: (218)-824-1189

- (ii) The Nature Conservancy
ATTN: Todd Holman
Address: 1101 W. River Parkway
City/State: Minneapolis, MN
Zip: 55415-1291
Email: tholman@tnc.org
Telephone: (612) 867-3140

Notice shall be served by the following means:

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

9.2 Governing Law, Jurisdiction, and Attorney's Fees

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

9.3 Force Majeure

Neither Party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power, and/or any other similar or different occurrence beyond the reasonable control of the Party so defaulting or delaying. The Party whose performance is prevented by any such occurrence shall notify the other Party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other Party of the cessation of such occurrence.

9.4 Assignment

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

9.5 Relationship

Each Party is an independent entity under the terms of this Agreement. Neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party. Except as otherwise provided or as may hereafter be established by a written agreement executed by authorized representatives of the Parties, all operational expenses incurred by either Party will be borne by the Party incurring the expense. Neither Party will hold itself out as, nor claim to be,

an agent of the other Party and will not make any claim, demand, or application to or for any right or privilege applicable to an agent of the other Party.

9.6 Indemnity

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

9.7 Limitations of Liability

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

9.8 Binding Effect

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

9.9 Entire Agreement

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

9.10 Severability

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

9.11 Waiver

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

9.12 Successors

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

9.13 Amendments

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

9.14 Confidentiality

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

9.15 Reference to Articles, Provisions, and Sub-provisions

As used herein, reference to any Article, Provision, or Sub-provision shall be only with reference to an Article, Provision, or Sub-provision of this Agreement unless specifically indicated otherwise.

9.16 Counterparts

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

9.17 Execution and Delivery of Documents

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

9.18 Recitals and Schedules

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

The Schedules to this Agreement are as follows:

None


ARTICLE 10. AGREEMENT

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

Mississippi Headwaters Board

The Nature Conservancy

By _____
Authorized Signature-**Signed**

By  _____
Authorized Signature-**Signed**

By _____
Name-**Printed**

By Douglas T. Shaw
Name-**Printed**

Title _____

Title Assistant State Director

Date _____

Date May 16, 2022



PROTECTING THE FIRST 400 MILES

Mississippi Headwaters Board

Crow Wing County Land Service Bldg. - 322 Laurel St. Ste. 34- Brainerd, MN 56401

Web Site: www.mississippiheadwaters.org

May 27, 2022

The Nature Conservancy
Attn. Richard Biske
1101 West River Parkway, Suite 200
Minneapolis, MN 55415

RE: Letter of Support from the Miss. Headwaters Board to consent for The Nature Conservancy to be the non-Federal sponsor for a fish passage feasibility study on the Leech Lake Dam

Dear Mr. Biske:

The **Mississippi Headwaters Board (MHB)** is an eight-county (Aitkin, Beltrami, Cass, Clearwater, Crow Wing, Hubbard, Itasca, and Morrison) joint-powers board which was united in 1980 with the signing of the Joint-Powers Agreement (Appendix 5). In 1981, the Minnesota legislature duly authorized MHB to preserve and protect the outstanding and unique natural, scientific, historical, recreational, and cultural values of the first 400 miles of the Mississippi River. (See Minn. Stat. § 103F.361, Subd. (1) and (2); Minn. Stat. § 103F.361-377, Appendix 6.). The MHB's mission is to enhance and protect outstanding and unique natural, scientific, historical, recreational, and cultural values in the first 400 miles of the Mississippi River from its source at Lake Itasca in Clearwater County to the southerly boundary of Morrison County. To learn more about our formation and history, please go to <https://www.mississippiheadwaters.org/> and click on the Living History video.

Before any fish passage work can be implemented on the Leech Lake River Federal Dam, the MHB recognizes that a feasibility study needs to be completed by the Army Corps of Engineers to study the effects of such a project. The MHB supports The Nature Conservancy to be the non-Federal sponsor for the Section 1135 project. We hope this letter of support will help move the process forward to the study of fish passage to the Leech Lake river and hence the Mississippi river.

If you have any questions please do not hesitate to call our Executive Director at (218) 824-1189 or email at timt@mississippiheadwaters.org.

Sincerely,

Ted Van Kempen
MHB Chairperson (Hubbard County)

Executive Director Report

March – May 2022

Personnel, Budget, Administration, Information & Education, Correspondence

1. Reviewed monthly budget.
2. Prepared monthly agenda packet.
3. Sent in monthly expense report.
4. Sent press release to newspapers.
5. Sent press release to papers.
6. Reviewed potential variances that may be coming before the Board next month.
7. Sent out annual electronic data processing (EDP) report to MCIT. This report provides electronic equipment coverage for our office.
8. Looking at using LSOHC funds to produce signs for MHB and SWCD's about conservation options.
9. Sent email to Ben Benoit, environmental director of the LLBO, to provide comment on the land exchange between Bowen Lodge and USFS. A positive formal or administrative review is all that is needed so that we can say that the LLBO was included in on this discussion and a federal bill could be written.
10. Scheduled sub-committee meeting to work out emergency plan for Smiles on the 'Sippi event.
11. Updated contract between MHB and CWSWCD for contract work in Cass county.
12. Wrote Letter of Support to consent for the Nature Conservancy to be the non-federal sponsor of a fish passage study by the Army Corps of Engineers.

Meetings & Networking

1. Held Resourcetaintment meeting with Smiles for Jake and the YMCA. We decided on a name and logo to market to the people. Next will be to develop a marketing timeline.
2. Received phone call from Baxter city administrator Brad Chapulis on the Whiskey Creek project. Soil samples were taken from the site and they tested positive for mercury and chromium. The city council is ordering a more complete study to find out quantity and location of contaminants. So far it was noted as being on the Tee boxes. This will slow down the acquisition process. 5/10- Attended meeting with Baxter administrator and HDR to discuss mercury contamination on whiskey creek site. Three options were presented that range from \$135K-\$1.2M to remediate the site. Brad will meet with Good Sam on 5/17 to ask them if they want to proceed with the sale or what options they would like to consider.
- 3.
4. Talked with city engineer, Paul Sandy, and discussed with him about changing the city code allowing beer at Brainerd city parks. Currently the only park that allows beer is memorial park where the softball diamonds are located. This means that we can't serve

beer at our Smiling on the SSIPPI event. Paul said he would bring this up at their department head meeting.

5. BWSR asked Paula West (MHB LSOHC contractor) to be on the interview team for a BWSR financial analyst position for the easement section. The previous analyst moved on and because Paula has experienced managing complicated easement programs (our MHHCP), she was chosen to be on the interview panel. It's a great honor to be chosen to do this and Paula does outstanding work for our easement and acquisition program.
6. A Bill is being written by Rep. Pete Stauber's office for encouraging the exchange of USFS land with Bowen Lodge. The hope is that we get a companion bill from Senator Klobuchar and/or Tina Smith and this gets passed in the next 3-8 months.
7. Attended America's most Endangered Rivers webinar held by American Rivers. The Mississippi was on the list, but they talked more about the Colorado river. It was interesting as there were speakers, but it was presented in a documentary style rather than a typical conference. Lake Mead is the most endangered River due to climate change. There values are climate change, social justice, and inclusivity.
8. Scheduled a meeting in September to present the Resourcetainment idea to the MN Association of Professional County Economic Developers. Mike Wimmer is the president and I will have a chance to present in Elk River.
9. Hubbard county accepted the donation of 714 acres from the Miss. Headwaters Habitat Corridor program. TPL will perform due diligence and buy the land using LSOHC funding and donate it to Hubbard county. There is no PILT because it is going to the county, but future timber sales will promote positive revenue.
10. Attended Cass/Crow Wing local EQIP work group meeting to discuss and rank priority resource concerns