



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

**<https://us02web.zoom.us/j/83698379427>
April 28, 2023
10:00 am**

10:00 AM

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

10:05 AM Approve/Amend

- Agenda
- Consent Agenda – March '23 Minutes & Expenses

Correspondence

- April Press Release

Planning and Zoning (Actions)

- None

Action / Discussion Items:

- Keep it Clean & MN Traditions- Discussion
- HR 1657 Letter of Support for Land Exchange- Decision
- Program Review- Discussion
- Whiskey Creek Update and Contract approval with Good Sam- Discussion/Decision
- Website Update- Discussion
- Executive Directors report- Discussion

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

Meeting Adjourned - Thank you

Mtgs: May 26, 2023 10:00 AM- Cass County Courthouse, Walker, MN
August 2, 2023- Army Corps of Engineers Ribbon Cutting Ceremony
October 27, 2023- 9:00 AM- MHB Biennial Conference, Breezy Point Resort

Attachment

Draft Minutes

Monthly Expenses

Mississippi Headwaters Board
March 24, 2023
Cass County Board Room
322 Laurel St.
Brainerd, MN

Optional interactive technology: <https://us02web.zoom.us/j/88905320960>

MEETING
MINUTES

Members present by Roll Call: Scott Bruns (Cass), Ted VanKempen (Hubbard), Steve Barrows (Crow Wing), Michael Kearney (Aitkin), Robert Kasper (Morrison), Cory Smith (Itasca interactive), and Tim Terrill (Executive Director).

Others Present: Kathy Moore (MPCA), Eric Buitenwerf (Hubbard ESD)

Pledge of Allegiance

Chair Van Kempen asked if there were any additions to the agenda. None given.

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

Chair Van Kempen asked for approval to the consent agenda. None given. **M/S (Bruns/Barrows) to approve of the Consent agenda. Motion carried unanimously.**

Correspondence

Tim provided the board with the March press release which authorized the Executive Director to meet with the SWCD's and local high schools on the Miss. river.

Tim provided the board with the letter sent to the MHB legislators requesting an increase in funding. Tim said he has received no response and today is the last day for legislative bills to be presented. As an alternative, Tim suggested that we have a face to face meeting with DNR Commissioner Sarah Strommen when she is up in the area to discuss a change to the DNR budget funding allocation to MHB. Tim said it is an administrative change and not one that requires legislative approval. The board agreed that Tim should connect with the Commissioner, set a date that is convenient for her to meet at a coffee shop, and schedule the meeting.

Tim explained to the board the bill being reintroduced to the federal congress by Rep. Pete Stauber about the land exchange between the Chippewa National Forest and Bowen Lodge. Tim provided the background to the Act, and said that it has a good possibility of getting passed due to the Congress people supporting it.

Planning and Zoning

H3a24- Camp Kamaji

Eric Buitenwerf, Hubbard county Env. Service Director provided an overview of the After-The-Fact variance for Camp Kamaji. Three structures including a cabin with two new small bedrooms, a cube with two small

bedrooms added, and a new shower house were added to the property. Eric said that the structures are outside the shoreland area, but need approval because it is a legal non-conforming lot. Impervious surface was calculated using GIS and it is under the 25% limit, and septic is compliant except for one which is being repaired in order to receive the variance. Discussion ensued and Chair Van Kempen asked why it is non-conforming lot. Eric explained that the lot is conforming, but the use is non-conforming due to the Hubbard ordinance update. Comm. Barrows asked if the structures currently meet the septic needs. Eric explained that they do except for 1 septic which needs to be fixed, and that is a condition of the variance. **M/S (Barrows/Kearney) to approve of the After the Fact Variance. Motion carried unanimously.**

Action/Discussion:

1. Kathy Moore from the MN Pollution Control Agency asked for funding to approve of the kiosk which houses a computer and software which demonstrates the importance of the Miss. river. The software was purchased by the MPCA and they would like up to \$5000 to pay for the kiosk hardware. Kathy explained that the kiosk is moveable and they would like to keep it at the Brainerd visitor's center. Comm. Barrows stated that if this would be funded by the MHB, which is comprised of 8 counties, that it should be moved to each county fair during the summer. Comm. Van Kempen said that the SWCD's could use it at their booth for the public to view. Kathy said that it was a workable solution. She stated that Crow Wing SWCD, and Crow Wing Lakes and Rivers Association have been approached as well to fund this kiosk. **M/S (Barrows/Smith) to approve of funding of \$2,500 toward the purchase of the kiosk. Motion carried unanimously.**
2. Tim presented the board with an update of his visit with the high schools located on the Miss. river. He has met with six schools and has plans to meet with two more. A survey was conducted for the 182 high school students to fill out and the board reviewed the responses. They said that Tim did a good job meeting with the schools, and that this is an important part of the MHB mission.

Executive Director's Report

1. Tim said he was selected by the Economic Development Association of MN to give a presentation at their summer conference in Rochester to show the MHB signage and resourcetainment program as an opportunity to develop natural resource tourism to the county. He hopes this will lead to a presentation at the AMC annual conference
2. Tim met with each MHB county commissioner and discussed signage options in each county. He received valuable information from each one of them due to their familiarity of the Miss. Tim is working on signing Crow Wing county this year, and will start signing other stretches next year.
3. Tim gave a brief update on the Whiskey Creek project and how there may be a few delays in the construction phase of the program due to WOTUS now being taken into effect. He said that this is a good point to emphasize as to why the MHB was created in the first place.

County & Legislative Updates

Comm. Barrows provided the board with a brief update on the Goodhue county clean up efforts and noted that the MHB should be involved but more in the summer than the spring time. He noted the concept is good, and emphasized trash pick up.

Comm. Smith stated that he is attending the Miss. river- Grand Rapids One Watershed One Plan and they are in the process of setting up committees and getting the structure organized.

Comm. Van Kempen stated that Hubbard county is in the process of finding a new commissioner for District 4 and the election will take place in the Fall. He also stated that Hubbard county is looking at promoting tourism in their county and he brought forth the idea of utilizing MN Traditions as an opportunity.

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

Ted Van Kempen, Chairman of the Board

Executive Director Tim Terrill

March SFY'23 Budget Summary		YTD spending/rei mbursement	Projected Budget	% of budget spent	
<u>Revenues:</u>	<u>Monthly Amount</u>				<u>Notes</u>
Governor's DNR grant (53290)		\$78,130.91	\$124,000.00	63.01%	non competitive quarterly reimbursement
LSOHC grant (53290)		\$6,444.18	\$9,000.00	71.60%	LSOHC reimbursement
Guidebook sales (58400)	\$100.00		\$200.00	0.00%	reimbursment for Guidebook sales
Enbridge program (58300)			\$12,000.00	0.00%	enbridge reimbursement
Miscell. Other revenue (58300)		\$3,625.00	\$3,600.00	100.69%	AIS reimbursement
MCIT Dividend (58300)		\$156.00	\$83.00	187.95%	MCIT refund
County Support (52990)	\$1,500.00	\$10,500.00	\$12,000.00	87.50%	8 county support
LCCMR acquisition			\$500.00	0.00%	competitive reimbursement
Total	\$1,600.00	\$20,725.18	\$36,883.00		
<u>Expenses:</u>	<u>Monthly Amount</u>				<u>Notes</u>
Salaries/Benefits FICA/Med/PERA/LIFE/LTD/Hlth/ WC(61000)	\$ 8,512.74	\$74,003.06	\$105,064.00	70.44%	reimbursed by Gov. DNR grant
MCIT insurance/work comp/liability (61500)	\$ 2,589.02		\$2,492.00	0.00%	reimbursed by Gov. DNR grant
MHB board Per Diem (62680)	\$ 100.00	\$1,600.00	\$2,200.00	72.73%	reimbursed by Gov. DNR grant
Hotel/Meals/travel exp. (63340)	\$ 9.03	\$449.50	\$550.00	81.73%	reimbursed by Gov. DNR grant
Commissioner Mileage (62720)	\$ 343.66	\$1,418.48	\$1,600.00	88.66%	reimbursed by Gov. DNR grant
Employee Mileage (63320)	\$ 621.82	\$1,952.65	\$3,000.00	65.09%	reimbursed by Gov. DNR grant
Professional Services (62990)	\$ 1,065.00	\$6,700.00	\$30,000.00	22.33%	CW financial, website renewal
Office supplies/operations (64090)	\$ 76.66	\$1,403.94	\$1,350.00	104.00%	telephone, guidebook mailing
Training & Registration Fees (63380)		\$400.00	\$750.00	53.33%	reimbursed by Gov. DNR grant
Total	\$ 13,317.93	\$87,927.63	\$147,006.00		

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 2023 03 TO 2023 03

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		-6,000.00	-6,000.00	
						PER 02		-4,500.00	-10,500.00	
23/03	1456	03/27/23	GNI 499528 Lisak		48874			-1,500.00	-12,000.00	
	iNovah		BELTRAMI COUNTY AID							
			LEDGER BALANCES --- DEBITS:		.00		CREDITS:	-12,000.00	NET:	-12,000.00
74830	58300		Miscellaneous Other Revenue							
							REVISED BUDGET			.00
						PER 01		-22,750.00	-22,750.00	
						PER 02		-187,700.00	-210,450.00	
23/03	1366	03/24/23	GNI 499308 Lisak		48856			-10,000.00	-220,450.00	
	iNovah		AITKIN AIS SUPPORT							
23/03	1478	03/28/23	API 003534		190299		1946583	71,825.00	-148,625.00	
	W A032823		FWS MN TRADE INVOICE				FISHING THE WILDSIDE			
			LEDGER BALANCES --- DEBITS:		71,825.00		CREDITS:	-220,450.00	NET:	-148,625.00
74830	58400		MHB - Sales							
							REVISED BUDGET			.00
23/03	560	03/13/23	GNI 498223 Lisak		48701			-100.00	-100.00	
	iNovah		GUIDEBOOK							
			LEDGER BALANCES --- DEBITS:		.00		CREDITS:	-100.00	NET:	-100.00
74830	61000		Salaries & Wages - Regular							
							REVISED BUDGET			.00
						PER 01		5,802.46	5,802.46	
						PER 02		6,107.35	11,909.81	
23/03	493	03/10/23	PRJ pr0310 1230310	1230310		1230		2,988.27	14,898.08	
	pay031023		WARRANT=230310 RUN=1 BI-WEEKL							
23/03	1222	03/24/23	PRJ PR0324 1230324	1230324		1230		2,988.27	17,886.35	
	PAY032423		WARRANT=230324 RUN=1 BI-WEEKL							
			LEDGER BALANCES --- DEBITS:		17,886.35		CREDITS:	.00	NET:	17,886.35

ACCOUNT DETAIL HISTORY FOR 2023 03 TO 2023 03

ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	61200	Active Insurance							
						REVISED BUDGET			.00
						PER 01	1,792.38	1,792.38	
						PER 02	1,793.46	3,585.84	
23/03	493 03/10/23	PRJ pr0310	1230310	1230310	1230		907.75	4,493.59	
	pay031023	WARRANT=230310 RUN=1 BI-WEEKL							
23/03	1222 03/24/23	PRJ PR0324	1230324	1230324	1230		760.71	5,254.30	
	PAY032423	WARRANT=230324 RUN=1 BI-WEEKL							
	LEDGER BALANCES --- DEBITS:		5,254.30		CREDITS:		.00	NET:	5,254.30
74830	61300	Employee Pension & FICA							
						REVISED BUDGET			.00
						PER 01	837.54	837.54	
						PER 02	883.74	1,721.28	
23/03	493 03/10/23	PRJ pr0310	1230310	1230310	1230		431.95	2,153.23	
	pay031023	WARRANT=230310 RUN=1 BI-WEEKL							
23/03	1222 03/24/23	PRJ PR0324	1230324	1230324	1230		435.79	2,589.02	
	PAY032423	WARRANT=230324 RUN=1 BI-WEEKL							
	LEDGER BALANCES --- DEBITS:		2,589.02		CREDITS:		.00	NET:	2,589.02
74830	61500	Worker's Compensation							
						REVISED BUDGET			.00
23/03	321 03/07/23	API 101939		188670	1946083		2,556.00	2,556.00	
	W C030723	PC/WC RENEWAL				MN COUNTIES INTERGOV			
	LEDGER BALANCES --- DEBITS:		2,556.00		CREDITS:		.00	NET:	2,556.00
74830	62100	Telephone							
						REVISED BUDGET			.00
						PER 01	61.73	61.73	
						PER 02	61.97	123.70	
23/03	766 03/21/23	API 006205		189765	33737		6.72	130.42	
	W C032123	MARCH 2023 COUNTY WIDE				CONSOLIDATED TELECOM			
23/03	1222 03/24/23	PRJ PR0324	1230324	1230324	1230		55.00	185.42	
	PAY032423	WARRANT=230324 RUN=1 BI-WEEKL							
	LEDGER BALANCES --- DEBITS:		185.42		CREDITS:		.00	NET:	185.42

ACCOUNT DETAIL HISTORY FOR 2023 03 TO 2023 03

ORG YR/PR	OBJECT JNL	PROJ 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 01								100.00	100.00	
PER 02								200.00	300.00	
23/03	1478	03/28/23	API 006952		190308	33817		50.00	350.00	
	W	A032823	MHB MEETING AND MILEAGE		MICHAEL KEARNEY					
23/03	1478	03/28/23	API 003356		190310	33816		50.00	400.00	
	W	A032823	MHB MEETING AND MILEAGE		HUBBARD COUNTY TREAS					
23/03	1478	03/28/23	API 006980		190323	33840		113.97	513.97	
	W	A032823	MHB MEETING MILEAGE		ROBERT F. KASPER					
LEDGER BALANCES --- DEBITS:					513.97	CREDITS:		.00	NET:	513.97
74830	62720	Non-Employee Mileage								
REVISED BUDGET										.00
PER 01								104.80	104.80	
PER 02								203.05	307.85	
23/03	1478	03/28/23	API 006952		190308	33817		93.01	400.86	
	W	A032823	MHB MEETING AND MILEAGE		MICHAEL KEARNEY					
23/03	1478	03/28/23	API 003356		190310	33816		36.68	437.54	
	W	A032823	MHB MEETING AND MILEAGE		HUBBARD COUNTY TREAS					
23/03	1478	03/28/23	API 100532		190322	1946584		100.00	537.54	
	W	A032823	MHB MEETING PER DIEM		MORRISON COUNTY AUDI					
LEDGER BALANCES --- DEBITS:					537.54	CREDITS:		.00	NET:	537.54
74830	62990	Prof. & Tech. Fee - Other								
REVISED BUDGET										.00
PER 01								9,315.53	9,315.53	
PER 02								625.00	9,940.53	
23/03	1283	03/28/23	API 004261		190174	33807		540.00	10,480.53	
	W	C032823	WEBSITE RENEWAL		SOUTHPOINT					
23/03	1478	03/28/23	API 003534		190306	1946583		680.00	11,160.53	
	W	A032823	MISSISSIPPI RIVER TRAIL SIGNS		FISHING THE WILDSIDE					
23/03	1867	03/31/23	GEN					525.00	11,685.53	
			RECURRING FINANCIAL SERVICE							
LEDGER BALANCES --- DEBITS:					11,685.53	CREDITS:		.00	NET:	11,685.53

ACCOUNT DETAIL HISTORY FOR 2023 03 TO 2023 03

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	63320	Employee Mileage									
									REVISED BUDGET		.00
									PER 01	395.81	395.81
									PER 02	310.48	706.29
23/03	1356	03/23/23	GNI						137.55	843.84	
	WF	OOP	1434-Beltrami and Clearwater								
			TIM TERRILL - OOP								
23/03	1356	03/23/23	GNI						81.88	925.72	
	WF	OOP	1434-Cass Lake Bena High								
			TIM TERRILL - OOP								
23/03	1356	03/23/23	GNI						37.53	963.25	
	WF	OOP	1434-Aitkin High School								
			TIM TERRILL - OOP								
23/03	1356	03/23/23	GNI						68.78	1,032.03	
	WF	OOP	1434-Feb . monthly mtg								
			TIM TERRILL - OOP								
23/03	1356	03/23/23	GNI						76.64	1,108.67	
	WF	OOP	1434-Hubbard SWCD								
			TIM TERRILL - OOP								
23/03	1356	03/23/23	GNI						108.08	1,216.75	
	WF	OOP	1434-Itasca SWCD								
			TIM TERRILL - OOP								
23/03	1356	03/23/23	GNI						42.58	1,259.33	
	WF	OOP	1434-Aitkin SWCD								
			TIM TERRILL - OOP								
23/03	1356	03/23/23	GNI						68.78	1,328.11	
	WF	OOP	1434-rotary mtg								
			TIM TERRILL - OOP								
LEDGER BALANCES --- DEBITS:					1,328.11		CREDITS:		.00	NET:	1,328.11
74830	63340	Hotel & Meals Travel Expense									
									REVISED BUDGET		.00
									PER 01	7.95	7.95
									PER 02	10.89	18.84
23/03	1355	03/23/23	GNI						9.03	27.87	
	BREM	PCARD	meal after board meeting								
			TIM TERRILL - DAIRY QUEEN #12890 - meal after board meeting								
LEDGER BALANCES --- DEBITS:					27.87		CREDITS:		.00	NET:	27.87
74830	64090	Office Supplies									
									REVISED BUDGET		.00
									PER 01	12.59	12.59
									PER 02	71.93	84.52
23/03	1355	03/23/23	GNI						14.94	99.46	
	BREM	PCARD	guidebook mailing								
			TIM TERRILL - USPS PO 2611000401 - guidebook mailing								

ACCOUNT DETAIL HISTORY FOR 2023 03 TO 2023 03

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
LEDGER BALANCES --- DEBITS:						99.46	CREDITS:		.00	NET:	99.46
GRAND TOTAL --- DEBITS:						114,488.57	CREDITS:		-232,550.00	NET:	-118,061.43

32 Records printed

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



IMMEDIATE PRESS RELEASE 4/1/23

Media Contact

Tim Terrill

218-824-1189

timt@mississippiheadwaters.org

www.mississippiheadwaters.org

322 Laurel St.

Brainerd, MN 56401

Mississippi Headwaters Board discusses the Role of the MHB with One Watershed One Plan

At the February board meeting, the Miss. Headwaters Board (MHB) reviewed the meeting discussion with local partners at a planning program meeting. Executive Director, Tim Terrill said that he met with 24 partners in the conservation field to discuss the One Watershed One Plan program (1W1P) and how MHB programs could work specifically in those watersheds. Tim provided a PowerPoint to the board on how county water planning has changed from a county level to a watershed level. He then briefly discussed the process he used to engage partners in the discussion. Tim presented the discussion highlights to the board members and they commented on specific programs they wanted to keep the same, and ones they wanted to modify. Comm. Barrows suggested that MHB place signage on the water access landings on the Miss. River first and work with community groups like the Boy Scouts to increase implementation efficiency. Comm. Gaasvig also noted that a discussion should be held with DNR about placing trash receptacles at the landings to deal with increased use. The board also provided direction on continuing with the stormwater retrofit analysis but on a needed basis as 1W1P watersheds request it. The board was pleased that the partners see a value in working with the MHB and want Tim to continue collaborating with them to help protect the Mississippi river.

Planning and Zoning

None

Action/Discussion

Keep it Clean & MN Traditions- Discussion
HR 1657 Letter of Support for Land Exchange- Decision
Program Review- Discussion
Whiskey Creek Update- Discussion/Decision
Website Update- Discussion
Executive Directors report- Discussion



Mississippi Headwaters Board

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

Web Site: www.mississippiheadwaters.org

April 28, 2023

Chairman Bruce Westerman and Ranking Member Raul Grijalva
House Natural Resources Committee
1324 Longworth House Office Building
15 Independence Ave SE
Washington, DC 20515

RE: Letter of Support for H.R. 1657, the Lake Winnibigoshish Land Exchange Act of 2023

Dear Chairman Westerman and Ranking Member Raul Grijalva:

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 current Mississippi Headwaters Board (MHB) Comprehensive Plan, established on September 1, 2019, gives guidance to land exchanged within the MHB Corridor stating, "To increase public land holdings along the Mississippi River and Headwaters Lakes, MHB member counties should initiate exchanges with private land owners who want to exchange their lands".

In June of 2021, Bill and Gail Heig acquired approximately 34 acres and 1,100 feet of shoreline on Lake Winnibigoshish adjacent to USFS lands. This parcel scored a perfect Riparian, Adjacency, and Quality (RAQ) Score, which is a metric used for determining land quality, from MHB. The Heig Family then offered their parcel in an administrative land exchange with the USFS to acquire their current leased marina located on Big Cutfoot Sioux.

The MHB board approves that the land exchange directed by H.R. 1657 would preserve this newly acquired shoreland property on Lake Winnibigoshish. Enactment of this legislation will protect the natural and recreational values of the Mississippi River while providing continuity to the existing USFS lands within the area and allowing the Bowen's Resort Property to utilize an existing disturbed marina within the Corridor.

Therefore, the Mississippi Headwaters Board is in agreement to support the passage of H.R. 1657, which statutorily directs the land exchange.

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)

Cc: Michael Stansberry, Chippewa National Forest Supervisor

Encl.



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

April 28, 2023

Chairman Tom Tiffany and Ranking Member Joe Neguse
Federal Lands Subcommittee
House Natural Resources Committee
1324 Longworth House Office Building
15 Independence Ave SE
Washington, DC 20515

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In June of 2021, Bill and Gail Heig acquired approximately 34 acres and 1,100 feet of shoreline on Lake Winnibigoshish adjacent to USFS lands. This parcel scored a perfect Riparian, Adjacency, and Quality (RAQ) Score, which is a metric used for determining land quality, from MHB. The Heig Family then offered their parcel in an administrative land exchange with the USFS to acquire their current leased marina located on Big Cutfoot Sioux.

The MHB board approves that the land exchange directed by H.R. 1657 would preserve this newly acquired shoreland property on Lake Winnibigoshish. Enactment of this legislation will protect the natural and recreational values of the Mississippi River while providing continuity to the existing USFS lands within the area and allowing the Bowen's Resort Property to utilize an existing disturbed marina within the Corridor.

Therefore, the Mississippi Headwaters Board is in agreement to support the passage of H.R. 1657, which statutorily directs the land exchange.

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)

Cc: Michael Stansberry, Chippewa National Forest Supervisor

Encl.

MHB & GOOD SAMARITAN 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 Evangelical Lutheran Good Samaritan Society, 4800 W. 57th St., Sioux Falls, SD 57108 (Good Sam).

ARTICLE 1: RECITALS

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

WHEREAS, MHB and Good Sam agree to enter into this Agreement whereby Good Sam will administer funding for the remediation of mercury on the Whiskey Creek project outlined in the LCCMR proposal.

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 Good Sam agree that the purpose of this Agreement is to provide remediation of mercury of the Whiskey Creek project outlined in the LCCMR proposal.

ARTICLE 3: TERM OF GRANT AGREEMENT

- 3.1 ***Effective date:*** The date the MHB obtains all required signatures. **The Grantee must not begin work under this grant agreement until this Grant Agreement is fully executed and the Grantee has been notified by the Executive Director to begin the work.**
- 3.2 ***Expiration date:*** December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever comes first.

ARTICLE 4: DEFINITIONS

4.1 Definitions.

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

- (a) **Agreement** means this Agreement as the same may be amended from time to time in accordance with the terms hereof and the expressions “herein”, “hereof”, “hereto”, “above”, “below” and similar expressions if used in any sub-paragraph, paragraph, sub-section, Section or Article of this Agreement refer and relate back to the whole of this Agreement and not to that sub-paragraph, paragraph, sub-section, Section or Article only,

unless otherwise expressly provided;

- (b) **“Confidential Information”** means information that is deemed nonpublic or confidential pursuant to the Minnesota Government Data Practices Act;
- (c) **Event of Default** means, with respect either Good Sam 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 Good Sam and MHB and **“Party”** means any one of Good Sam and MHB;

ARTICLE 5: PROJECT INFORMATION

5.1 Project Deliverable.

- Provide remediation of mercury on the Whiskey Creek project.

5.2 Action Steps and Timeline.

- May 1, 2023-December 2023: provide remediation of mercury on 14 acres of the Whiskey Creek project according to the Dept. of Agriculture standards.

ARTICLE 6: FINANCIAL NEED AND RESOURCES

6.1 Funding.

MHB shall provide funding for the amount of up to \$150,000 for remediation of the Whiskey Creek project on 14 acres. The contract shall not exceed \$150,000.

6.2 Disbursement

MHB will disperse funds on a one time reimbursement basis after project is completed and meets Dept. of Agriculture approval.

ARTICLE 7: TERMINATION

7.1 Term

The period of this Agreement will commence on the date hereof and expire on December 31, 2023.

7.2 Termination

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

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

7.3 Payment upon Termination

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

7.4 Rights and Obligations on Termination or Expiry

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

ARTICLE 8: LIMITED LICENSE TO USE OF NAMES AND TRADEMARKS

8.1 Limited License to Use Name and Logo

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

8.2 Written Approval Required Before Use of Name and Logo

Notwithstanding Section 8.1, prior to a Party using the other Party's name and logo, such Party shall first submit to the other Party, for its prior written approval, such approval will not be unreasonably withheld, the nature of the use provided for in Section 8.1.

ARTICLE 9: GENERAL CONDITIONS

9.1 Notices

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

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

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

Notice shall be served by the following means:

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

9.2 Governing Law, Jurisdiction, and Attorney's Fees

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

9.3 Force Majeure

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

9.4 Assignment

Neither Party shall have the right to assign or otherwise transfer its rights and obligations under

this Agreement except with the prior written consent of the other Party, provided that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party shall acquire all interest of such Party hereunder. Any prohibited assignment shall be invalid.

9.5 Relationship

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

9.6 Indemnity

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

9.7 Limitations of Liability

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

9.8 Binding Effect

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

9.9 Entire Agreement

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

9.10 Severability

In the event that any of the terms of this Agreement are in conflict with any rule, law, statutory provision, or are otherwise unenforceable under the laws or regulations of any applicable government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement. This Agreement shall

continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial harm to, or where the invalid or unenforceable provisions compromise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

9.11 Waiver

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

9.12 Successors

All rights and remedies of the Parties hereunder shall 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:

Schedule "A" - LCCMR project map.

ARTICLE 10. AGREEMENT

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

Mississippi Headwaters Board

**Evangelical Lutheran Good Samaritan
Society**

By _____
Authorized Signature-**Signed**

By _____
Authorized Signature-**Signed**

By _____
Name-**Printed**








By _____
Name-**Printed**

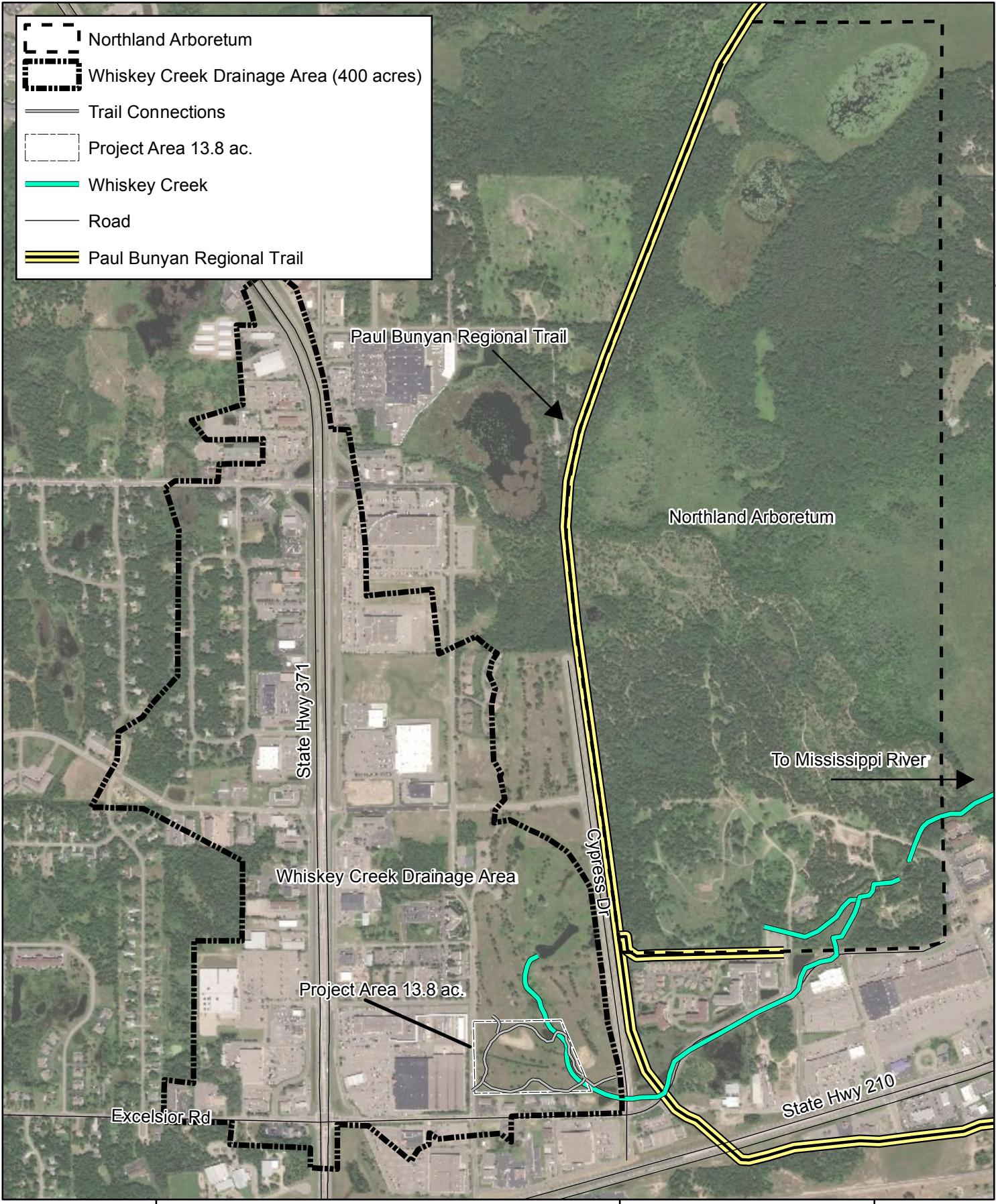
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Title Vice President- Finance

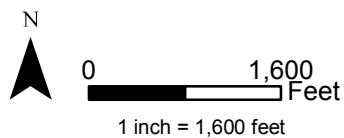
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Date _____

-  Northland Arboretum
-  Whiskey Creek Drainage Area (400 acres)
-  Trail Connections
-  Project Area 13.8 ac.
-  Whiskey Creek
-  Road
-  Paul Bunyan Regional Trail



Attachment B - Project Area
Whiskey Creek
City of Baxter



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Executive Director Report

January - February 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. Reviewed monthly variances as they are brought forward by counties.
6. Checked the 1981 MHB comprehensive plan for mention of Outstanding Resource Value Waters and didn't find that language. 401 certification from the MPCA requires people to check with the MHB on ORVW waters and the only mention of that is on the MHB website under our 1990's RiverWatch program.
7. Produced contact list for students to call if they are interested in volunteer or internships.
8. Ordered MHB shirts for board member.
9. Wrote Letters of Support for the House Natural Resource Committee supporting H.R. 1657.
10. Received notification from MN Power regarding a Federal Energy Regulatory Commission (FERC) renewal for 3 of their dams (Little Falls, Sylvan, & Pillager). MN DNR and the city of Little Falls are requesting that the dams add and create fish ladders at the dam locations to support fish passage. They asked MHB if we could develop a letter of support as well, so I wrote a letter of support and hope to approve it at the MHB board meeting.
11. Submitted Special District Financial form to state auditor.

Meetings & Networking

1. Talked with Ken Westman, CEO of Riverwood Health, and he is interested in creating a mental health day for Riverwood and county employees.
2. Held phone interview with BWSR to create a Public BWSR snapshot article which will be a continuation of the 2019 article.
3. Created Facebook group where people that attended the Resourceainment events can post pictures.
4. Attended Brainerd Mississippi River 1W1P.
5. Held meeting with Bemidji high school students.
6. Held conversations with Bemidji and Lake of the Woods SWCD about the Keep It Clean campaign.
7. Attended DNR partners meeting to discuss new questions on the RFP regarding inflation, reasonable cost, and shovel ready. I asked what generated these questions from the council and what data prompted these questions. Discussed engineering personnel shortages and the IDP process (labor market).

8. Met with the Northern Waters Land Trust and discussed their partnership with the DNR and proposal to LSOHC to help facilitate the acquisition of The Conservation Fund parcels to DNR ownership. They are making a request to the LSOHC with DNR for approximately 8-10,000 acres this year, and have talked with county land commissioners and tribal groups and they are in agreement due to efficiency and conveyance of parcels within an approximate 8 year time frame.
9. Was asked to be on the Mill Park advisory committee for a master plan in Little Falls.
10. Whiskey Creek- Look at option to purchase agreement with conditions of clean up, Clean up begins, then land acquisition. Risk and legal protections to buyer.
11. Held MHHCP partner meeting to discuss proposal for this year. BWSR is looking at adjusting funding that they give to SWCD's which is currently \$2K based on a survey.
12. Placed MHB resourcetainment events on Great River Road website.
13. Attended Mission Township Local Indian Council to seek approval for signage at the Andrusia fishing pier. After talking with council, I will not be placing a sign there due to unmarked cememtery.