



PROTECTING THE FIRST 400 MILES

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

<https://us02web.zoom.us/j/81260576777>

**December 22, 2023
10:00 am**

10:00 AM

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

10:05 AM Approve/Amend

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

Correspondence

- December Press Release
- MAPCED Award Picture Montage

Planning and Zoning (Actions)

- None

Action / Discussion Items:

- MNFish discussion with MHB on Keep It Clean Campaign-Discussion
- Aitkin Contract with MHB on social media Resourceainment promotion- Action
- MHB Program Review- Discussion
- High School powerpoint
- MHB Personnel Review Reminder
- Executive Directors report-Discussion

Misc: Legislature Update (if any), County Updates

Meeting Adjourned - Thank you

Mtgs:

January 26, 2023 10:00 AM- MHB Monthly Meeting, Walker, MN

Attachment

Draft Minutes

Monthly Expenses

Mississippi Headwaters Board
November 17, 2023
Cass County Board Room Walker, MN
Optional interactive technology: <https://us02web.zoom.us/j/87243123630>

MEETING
MINUTES

Members present by Roll Call: Ted VanKempen (Hubbard), Steve Barrows (Crow Wing), Craig Gaasvig (Beltrami), Michael Kearney (Aitkin), Bobby Kasper (Morrison), Dean Newland (Clearwater), and Tim Terrill (Executive Director).

Others Present: Bryan Haugen, Hubbard P&Z

Pledge of Allegiance

Chair Van Kempen asked if there were any additions to the agenda.

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

Chair Van Kempen asked for approval to the consent agenda. **M/S (Bruns/Kasper) to approve of the Consent agenda. Motion carried unanimously.**

Correspondence

1. Tim provided the board with the 11/1/23 press release which announced the MHB boards work on the Chippewa National Forest land exchange and Comm. Smith testifying before the federal lands committee.
2. Tim told the board that the MHB and Aitkin county received an award for the resourcetainment concept and implementation. All will accept the award at the AMC Conference in December.
3. Tim showed the board a press release from the Brainerd Dispatch about the land exchange.

Planning and Zoning

H11a23- Ronkowski Variance . Bryan Haugen from Hubbard county planning and zoning presented the variance before the board. The variance is to amend the variance that the required location of the stormwater infiltration basin be moved because the SSTS tank for the septic system that was installed for the new home allowed to be built by 48-V-21 was placed in the originally approved infiltration basin area. It is not known why the installer placed it there. Discussion ensued and Comm. Barrows stated that this is an After-The-Fact variance and brought up the question if the board should approve of the variance since it wasn't followed as originally certified. Barrows was not against the variance but brought it up as a point to consider. Comm. Van Kempen spoke to the matter by saying the Hubbard BOA is looking out for the interest of the lake even though there was a misplacement of the septic holding tanks. He was concerned that having the owner installer dig up and move the septic may cause further erosion issues. He also brought up that the homeowner brought up the issue to the county, and he is happy that the homeowner was asking for permission and not forgiveness in the matter. Comm. Gaasvig asked Brian to clarify if it was a septic with drain

field or a holding tank? Bryan responded that it was a holding tank and said that the misplacement was a result of miscommunication of multiple partners with the installer. Comm. Van Kempen added that there is a drain field and type 1 septic on the other side of the road. **M/S (Barrows/Gaasvig) to certify the Hubbard County variance. Motion carried unanimously.**

Action/Discussion:

1. DNR discussion on increase in base funding- Tim said that he had a meeting with DNR Comm. Strommen and Asst. Comm. Bob Meier for the purpose to seek an increase of base funding of \$150K to the MHB instead of the \$124K it is at now. Comm. Strommen noted that while they can take a 5% admin fee, they don't necessarily see this as something they have to do. Bob will look into the matter and see if the DNR could waive that fee for this biennium since it is just pass through. Tim said it sounded like in pass through allocations, the DNR doesn't take a 5% fee. Regarding the increase in funding, there are two options. One would be for the MHB to go to the legislature and get a bill passed with bipartisan support, and another would be to wait until next year when the DNR submits their budget request, and allow for the increase at that time. The first option is a bill, and the second is a budget request. Comm. Barrows said that we could help with any budget support the DNR needs for the budget request. He likes our relationship with the Commissioner. After much debate, the board decided to go with the second option.
2. Biennial Conference Responses- Tim showed the board some responses from attendees of the biennial conference. Tim said the highlights were from the nature photographer and Eagle Scout which made it entertaining. All the board members thought it was a good conference. Comm. Kasper brought up the conversation discussed by TPL of having a park within 10 minutes of where everyone lives. He stated that this is socialism and we should not support that. Comm. Gaasvig said the counties are the first line of defense against this with No Net Loss or Gain policies. Tim provided the board with a complete history of the program and how our "county notification first and decision making" at the end is a set apart point for the acquisition program that we administer. The board noted that this has worked well in the past because of the local decision making process built into the program.
3. High School list- Tim provided the board with an explanation of what local SWCD's and counties are doing regarding high school education. He noted the Envirothon is a good, regional program, but not well attended. Then Tim presented the board with a spreadsheet of public and private schools that are in the MHB counties. That equaled 35 schools. He also presented a list of 1W1P schools and Miss. river list with additions and that totaled 21 and 11 schools respectively. Discussion ensued and the board liked the Miss. river list with reaching out to some of the private schools added as well. At least if they are contacted, they can choose to respond or not. There could be some efficiencies gained by making a day of it. Members suggested that a video tape message or zoom be sent to the schools for efficiency reasons and not be physically there. The board suggested that Tim do a mock presentation before the board.
4. December board meeting date- The board was in agreement to hold the meeting on December 22nd.

Executive Directors Report

1. Tim said that he sent the public water accesses timestamp dates for each access to the DNR because they will be applying for funding next year and this might help them achieve funding for their goals.
2. Tim explained that Aitkin county will be at the next board meeting to discuss using Minnesota Traditions social media to promote Miss. river events in Aitkin county.
3. Northern Township will be working with DNR to do a land exchange or direct buyout of school trust lands for a septic pond.
4. MNFish will be meeting with MHB next month to discuss a Keep It Clean Campaign that potentially the MHB could distribute the message through Minnesota Traditions social media. Comm. Van Kempen said that Beltrami county discussed the keep it clean campaign with them and they are looking at lake associations promoting clean water. MN Fish is successful at lobbying the legislature for various programs.

5. Tim is working with the Crow Wing historical society to develop a water museum paddle down the Miss. river. Looking at helping the YMCA with a race event.

County & Legislative Updates

Comm. Barrows said that the Miss. Brainerd 1W1P was presented to the regional BWSR group, and in December he will present to the state BWSR. Many organizations are involved in the process. On another topic he said that the Whiskey Creek project is complete except for seeding, and it will be a great natural resource amenity and water quality best management practice. Baxter will work with Good Samaritan in future opportunities for remediation of stormwater. Comm Gaasvig stated that the sales tax referendum passed in Beltrami. He also stated that the redistricting process was reviewed by a judge and it was determined that it was not done correctly by choosing the wrong map option. A redistricting committee will be created and this might cause another election to be held for all Beltrami county commissioners in 2024.

M/S (Barrows/Newland) to adjourn to the biennial conference. Motion carried unanimously.

Ted Van Kempen, Chairman of the Board

Executive Director Tim Terrill

November SFY'24 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)	\$ 31,288.19	\$ 33,191.70	\$ 117,800.00	28.18%	non competitive quarterly reimbursement
LSOHC grant (53290)	\$ 1,508.84	\$ 1,683.55	\$ 8,000.00	21.04%	LSOHC reimbursement
Guidebook sales (58400)		\$ 126.00	\$ 200.00	63.00%	reimbursment for Guidebook sales
Enbridge program (58300)			\$ 11,000.00	0.00%	enbridge reimbursement
Miscell. Other revenue (58300)		\$ 780.00	\$ 9,000.00	8.67%	LCCMR acquisition
MCIT Dividend (58300)	\$ 42.00		\$ 42.00	0.00%	MCIT refund
County Support (52990)			\$ 12,000.00	0.00%	8 county support
LCCMR acquisition			\$ 1,780.00	0.00%	competitive reimbursement
Total	\$ 32,839.03	\$ 2,589.55	\$ 40,242.00		
<u>Expenses:</u>	<u>Monthly Amount</u>				<u>Notes</u>
Salaries/Benefits					
FICA/Med/PERA/LIFE/LTD/Hlth/ WC(61000)	\$ 8,641.56	\$ 35,411.28	\$ 116,691.00	30.35%	reimbursed by Gov. DNR grant
MCIT insurance/work comp/liability (61500)			\$ 2,563.00	0.00%	reimbursed by Gov. DNR grant
MHB board Per Diem (62680)	\$ 250.00	\$ 1,000.00	\$ 2,300.00	43.48%	reimbursed by Gov. DNR grant
Hotel/Meals/travel exp. (63340)		\$ 304.81	\$ 1,000.00	30.48%	reimbursed by Gov. DNR grant
Commissioner Mileage (62720)	\$ 217.46	\$ 1,163.31	\$ 2,500.00	46.53%	reimbursed by Gov. DNR grant
Employee Mileage (63320)	\$ 173.98	\$ 2,045.11	\$ 3,500.00	58.43%	reimbursed by Gov. DNR grant
Professional Services (62990)	\$ 525.00	\$ 9,908.07	\$ 35,000.00	28.31%	CW financial
Office supplies/operations (64090)	\$ 229.21	\$ 1,847.29	\$ 2,500.00	73.89%	telephone, printer ink, dropbox renewal
Training & Registration Fees (63380)			\$ 800.00	0.00%	conferences
Total	\$ 10,037.21	\$ 51,679.87	\$ 166,854.00		

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 11 TO 2023 11

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	53290			Natural	Resources						
								REVISED BUDGET			.00
							PER 02		-27,627.91	-27,627.91	
							PER 05		-29,787.47	-57,415.38	
							PER 06		-12,634.15	-70,049.53	
							PER 08		-48,172.50	-118,222.03	
23/11	861	11/16/23	GNI						-31,288.19	-149,510.22	
	ST OF MN	DNR1Q-24									
23/11	894	11/17/23	GNI						-10,665.87	-160,176.09	
	ST OF MN	1									
				LEDGER BALANCES	---	DEBITS:		.00	CREDITS:	-160,176.09	NET: -160,176.09
74830	58300			Miscellaneous Other Revenue							
								REVISED BUDGET			.00
							PER 01		-22,750.00	-22,750.00	
							PER 02		-187,700.00	-210,450.00	
							PER 03		61,725.00	-148,725.00	
							PER 04		-1,000.00	-149,725.00	
							PER 05		-100.00	-149,825.00	
							PER 08		-433,300.00	-583,125.00	
							PER 09		-64,080.00	-647,205.00	
23/11	1197	11/21/23	GEN						-42.00	-647,247.00	
	EFT	MCIT DIVIDEND									
				LEDGER BALANCES	---	DEBITS:		61,725.00	CREDITS:	-708,972.00	NET: -647,247.00
74830	61000			Salaries & Wages - Regular							
								REVISED BUDGET			.00
							PER 01		5,802.46	5,802.46	
							PER 02		6,107.35	11,909.81	
							PER 03		5,976.54	17,886.35	
							PER 04		5,976.54	23,862.89	
							PER 05		5,976.55	29,839.44	
							PER 06		8,964.81	38,804.25	
							PER 07		5,976.54	44,780.79	
							PER 08		5,976.55	50,757.34	
							PER 09		5,976.54	56,733.88	
							PER 10		5,976.54	62,710.42	
23/11	322	11/03/23	PRJ	PR1103	1231103	1231103	1231		2,988.27	65,698.69	
	PAY110323	WARRANT=231103		RUN=1	BI-WEEKL						
23/11	829	11/17/23	PRJ	pr1117	1231117	1231117	1231		2,988.27	68,686.96	
	pay111723	WARRANT=231117		RUN=1	BI-WEEKL						

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 11

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
LEDGER BALANCES --- DEBITS:						68,686.96	CREDITS:		.00	NET:	68,686.96
74830	61200	Active Insurance									
REVISED BUDGET											.00
PER 01									1,792.38	1,792.38	
PER 02									1,793.46	3,585.84	
PER 03									1,668.46	5,254.30	
PER 04									1,543.46	6,797.76	
PER 05									1,544.54	8,342.30	
PER 06									1,543.46	9,885.76	
PER 07									1,543.46	11,429.22	
PER 08									1,543.46	12,972.68	
PER 09									3,168.46	16,141.14	
PER 10									1,793.46	17,934.60	
23/11	322	11/03/23	PRJ	PR1103	1231103	1231103	1231		885.71	18,820.31	
PAY110323 WARRANT=231103 RUN=1 BI-WEEKL											
23/11	829	11/17/23	PRJ	pr1117	1231117	1231117	1231		907.75	19,728.06	
pay111723 WARRANT=231117 RUN=1 BI-WEEKL											
LEDGER BALANCES --- DEBITS:						19,728.06	CREDITS:		.00	NET:	19,728.06
74830	61300	Employee Pension & FICA									
REVISED BUDGET											.00
PER 01									837.54	837.54	
PER 02									883.74	1,721.28	
PER 03									867.74	2,589.02	
PER 04									871.56	3,460.58	
PER 05									871.57	4,332.15	
PER 06									1,324.30	5,656.45	
PER 07									871.57	6,528.02	
PER 08									871.57	7,399.59	
PER 09									871.57	8,271.16	
PER 10									871.56	9,142.72	
23/11	322	11/03/23	PRJ	PR1103	1231103	1231103	1231		435.78	9,578.50	
PAY110323 WARRANT=231103 RUN=1 BI-WEEKL											
23/11	829	11/17/23	PRJ	pr1117	1231117	1231117	1231		435.78	10,014.28	
pay111723 WARRANT=231117 RUN=1 BI-WEEKL											
LEDGER BALANCES --- DEBITS:						10,014.28	CREDITS:		.00	NET:	10,014.28
74830	62100	Telephone									
REVISED BUDGET											.00
PER 01									61.73	61.73	
PER 02									61.97	123.70	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 11

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE	
						PER 03		61.72	185.42		
						PER 04		61.75	247.17		
						PER 05		61.77	308.94		
						PER 06		61.84	370.78		
						PER 07		61.71	432.49		
						PER 08		61.63	494.12		
						PER 09		61.69	555.81		
						PER 10		61.68	617.49		
23/11	829	11/17/23	PRJ pr1117	1231117	1231117	1231		55.00	672.49		
	pay111723	WARRANT=231117	RUN=1	BI-WEEKL							
23/11	836	11/14/23	API 006205		205714		36121	6.89	679.38		
	W C112123	COUNTY WIDE PHONE BILL			CONSOLIDATED TELECOM						
	LEDGER BALANCES --- DEBITS:				679.38	CREDITS:		.00	NET:	679.38	
74830	62680	Non-Employee Per Diems									
						REVISED BUDGET				.00	
						PER 01		100.00	100.00		
						PER 02		200.00	300.00		
						PER 03		213.97	513.97		
						PER 04		-113.97	400.00		
						PER 05		550.00	950.00		
						PER 08		500.00	1,450.00		
						PER 09		300.00	1,750.00		
						PER 10		200.00	1,950.00		
23/11	1104	11/21/23	API 006952		206005		36153	50.00	2,000.00		
	W A112123	MHB MEETING PER DIEM			MICHAEL KEARNEY						
23/11	1104	11/21/23	API 003356		206006		36152	50.00	2,050.00		
	W A112123	MHB PER DEIM & MILEAGE			HUBBARD COUNTY TREAS						
23/11	1104	11/21/23	API 003257		206007		36151	50.00	2,100.00		
	W A112123	MHB PER DEIM & MILEAGE			GAASVIG, CRAIG						
23/11	1104	11/21/23	API 100532		206009		1952120	50.00	2,150.00		
	W A112123	MHB MEETING PER DIEM			MORRISON COUNTY AUDI						
23/11	1441	11/21/23	APM 002534		206008		36154	50.00	2,200.00		
	MODIFY	MHB MEETING PER DIEM			NEWLAND, DEAN						
	LEDGER BALANCES --- DEBITS:				2,313.97	CREDITS:		-113.97	NET:	2,200.00	
74830	62720	Non-Employee Mileage									
						REVISED BUDGET				.00	
						PER 01		104.80	104.80		
						PER 02		203.05	307.85		
						PER 03		229.69	537.54		

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 11

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
							PER 04		113.97	651.51	
							PER 05		572.47	1,223.98	
							PER 08		434.92	1,658.90	
							PER 09		353.70	2,012.60	
							PER 10		372.69	2,385.29	
23/11	1104	11/21/23	API	003356		206006	36152		36.68	2,421.97	
	W	A112123	MHB	PER DEIM & MILEAGE		HUBBARD COUNTY TREAS					
23/11	1104	11/21/23	API	003257		206007	36151		66.81	2,488.78	
	W	A112123	MHB	PER DEIM & MILEAGE		GAASVIG, CRAIG					
23/11	1104	11/21/23	API	002534		206008	36154		50.00	2,538.78	
	W	A112123	MHB	MEETING PER DIEM		NEWLAND, DEAN					
23/11	1104	11/21/23	API	006980		206011	36188		113.97	2,652.75	
	W	A112123	MHB	MEETING MILEAGE		ROBERT F. KASPER					
23/11	1441	11/21/23	APM	002534		206008	36154		-50.00	2,602.75	
	MODIFY		MHB	MEETING PER DIEM		NEWLAND, DEAN					
				LEDGER BALANCES --- DEBITS:		2,652.75	CREDITS:		-50.00	NET:	2,602.75
74830	62990			Prof. & Tech. Fee - Other			REVISED BUDGET				.00
							PER 01		9,315.53	9,315.53	
							PER 02		625.00	9,940.53	
							PER 03		1,745.00	11,685.53	
							PER 04		14,756.43	26,441.96	
							PER 05		779.59	27,221.55	
							PER 06		525.00	27,746.55	
							PER 07		15,430.45	43,177.00	
							PER 08		150,537.75	193,714.75	
							PER 09		497,025.00	690,739.75	
							PER 10		18,151.84	708,891.59	
23/11	1420	11/30/23	GEN						525.00	709,416.59	
				RECURRING FINANCIAL SERVICE							
				LEDGER BALANCES --- DEBITS:		709,416.59	CREDITS:		.00	NET:	709,416.59
74830	63320			Employee Mileage			REVISED BUDGET				.00
							PER 01		395.81	395.81	
							PER 02		310.48	706.29	
							PER 03		621.82	1,328.11	
							PER 04		565.68	1,893.79	
							PER 05		200.63	2,094.42	
							PER 06		138.41	2,232.83	
							PER 07		667.43	2,900.26	

ACCOUNT DETAIL HISTORY FOR 2023 11 TO 2023 11

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
						PER 08		345.20	3,245.46	
						PER 09		658.74	3,904.20	
						PER 10		373.74	4,277.94	
23/11	1116	11/20/23	GNI					42.31	4,320.25	
	WF OOP		Aitkin AIS mtg							
			TIM TERRILL - Aitkin AIS meeting							
23/11	1116	11/20/23	GNI					80.57	4,400.82	
	WF OOP		Hill City 1w1P							
			TIM TERRILL - Hill City 1w1P							
23/11	1116	11/20/23	GNI					80.57	4,481.39	
	WF OOP		Hill City and Remer HS							
			TIM TERRILL - Hill City and Remer high schools							
23/11	1116	11/20/23	GNI					12.84	4,494.23	
	WF OOP		MHB biennial conf							
			TIM TERRILL - MHB biennial conference							
	LEDGER BALANCES --- DEBITS:				4,494.23	CREDITS:		.00	NET:	4,494.23
74830	64090		Office supplies							
							REVISED BUDGET			.00
						PER 01		12.59	12.59	
						PER 02		71.93	84.52	
						PER 03		14.94	99.46	
						PER 05		18.93	118.39	
						PER 07		948.71	1,067.10	
						PER 08		469.43	1,536.53	
						PER 10		64.05	1,600.58	
23/11	1115	11/20/23	GNI					47.44	1,648.02	
	BREMPCARD		printer ink							
			TIM TERRILL - BEST BUY		00005223	- printer ink				
23/11	1115	11/20/23	GNI					119.88	1,767.90	
	BREMPCARD		Dropbox renewal							
			TIM TERRILL - DROPBOX 92Y2SWZCH8BL - Dropbox renewal							
	LEDGER BALANCES --- DEBITS:				1,767.90	CREDITS:		.00	NET:	1,767.90
	GRAND TOTAL --- DEBITS:				881,479.12	CREDITS:		-869,312.06	NET:	12,167.06

28 Records printed

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



IMMEDIATE PRESS RELEASE 12/1/23

Media Contact

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Mississippi Headwaters Board Biennial Conference Receives Good Reviews From Partners

Over 60 people attended the The Miss. Headwaters Board (MHB) biennial conference to learn what partners have done to help protect the Miss. River. Attendees were provided with presentations ranging from river event promotion and social media prevention messaging of aquatic invasive species to land acquisition and the Whiskey Creek stormwater project completion in Baxter MN. Overall the attendees thought the conference went well and highlighted the synergy between promotion and protection of the Mississippi river, as well as, an informative session that helped steer thought of how their agency could help support the mission of the MHB.



Planning and Zoning

None

Action/Discussion

MNFish discussion with MHB on Keep It Clean Campaign-Discussion
Aitkin Contract with MHB on social media Resource retention promotion- Action
MHB Program Review- Discussion
High School powerpoint
MHB Personnel Review Reminder
Executive Directors report-Discussion

Aitkin County and MHB 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., Brainerd, MN 56401 ("MHB") and Aitkin County ("Aitkin"), with its principal office located at 307 2nd St. NW, Aitkin, MN 56431.

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 Aitkin County agrees to enter into this Agreement whereby Aitkin will provide funding for the MHB, and MHB will provide social media services and digital advertising through the Minnesota Traditions social media campaign utilizing digital platforms.

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 Aitkin agree that the purpose of this Agreement is to provide social media and digital advertising services to Aitkin.

ARTICLE 3: TERM OF GRANT AGREEMENT

- 3.1 ***Effective date:*** The date the MHB obtains all required signatures. Expected start date is April 1, 2024. **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:*** October 31, 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 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 Aitkin 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 Aitkin and MHB and **“Party”** means any one of Aitkin and MHB;

ARTICLE 5: PROJECT INFORMATION

5.1 Project Deliverable.

- Social Media- MHB through the Minnesota Traditions social media platform will provide no less than 10 boosted posts on its platforms to its extensive audience and

beyond. Objective being generating interest ahead of event, driving awareness during and celebrating success post event.

- Digital Advertising- Minnesota Traditions will run advertising campaigns promoting the events and/or fun things to do in Aitkin County using the audience the organization has built over years of social media engagement.
- Digital Platforms will be utilized by Minnesota Traditions.

5.2 Action Steps and Timeline.

- April-October 31, 2024: MHB will provide the above deliverables.

ARTICLE 6: FINANCIAL NEED AND RESOURCES

6.1 Funding.

Aitkin shall provide funding of the amount of \$30,000 to the MHB to achieve project deliverables.

6.2 Assumptions

- No less than 2 events for Aitkin County.
- No more than 4 total Resourceainment events thru partners in the MN Traditions 2024 plan.
- The above cross-promotion plan is based around a tentative MN Traditions media plan.
- Budget includes an on-site media professional for social media LIVE and content acquisition at events.
- Aitkin as well as the 2024 MN Traditions Campaign is budgeted and approved by 4/1/24.

ARTICLE 7: TERMINATION

7.1 Term

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

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 or by email.

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 inure to the benefit of their successors and assigns.

9.13 Amendments

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

9.14 Confidentiality

The Parties agree and understand that each Party that all information that each Party possesses shall be considered public unless such information qualifies as an exception under the Minnesota Government Data Practices Act. The Parties agree to not disclose Confidential Information and shall take all reasonable measures to enforce the obligation of confidentiality and use contained herein with respect to any of their employees or former employees who while in the employ of the Parties have access to Confidential Information. In the event of unauthorized disclosure of Confidential Information, the disclosing Party will indemnify, and hold the non-disclosing Party harmless from any and all claims, suits, fines, penalties,

causes of action, damages, liabilities, expenses, and attorneys' fees incurred as a result of the disclosing Party's unauthorized disclosure of Confidential Information. The disclosing Party will be bound by, and will pay, the amount of any settlement, judgment, penalty, fine, and award as well as any and all costs, expenses, and attorneys' fees incurred by the non-disclosing Party as a result of the unauthorized disclosure.

9.15 Reference to Articles, Provisions, and Sub-provisions

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

9.16 Counterparts

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

9.17 Execution and Delivery of Documents

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

9.18 Recitals and Schedules

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

The Schedules to this Agreement are as follows:

None.

ARTICLE 10. AGREEMENT

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

Mississippi Headwaters Board

Aitkin County

By _____
Authorized Signature-**Signed**

By _____
Authorized Signature-**Signed**

By _____
Name-**Printed**

By _____
Name-**Printed**

Title _____

Title _____

Date _____

Date _____

MHB
Project Lead

Project Start:

Fri, 12/15/2023

Display Week:

1

Project Summary					Calendar																																																							
Display Week: 1					Dec 11, 2023					Dec 18, 2023					Dec 25, 2023					Jan 1, 2024					Jan 8, 2024					Jan 15, 2024					Jan 22, 2024					Jan 29, 2024																				
TASK	ASSIGNED TO	PROGRESS	START	END	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4
Phase 1 Title																																																												
Receive funding from	Name	100%	2/1/23	2/28/23																																																								
Report to LCCMR		100%	4/1/23	4/1/23																																																								
Transfer funding to Good Sam for remediation		100%	4/28/23	4/28/23																																																								
begin and complete remediation		100%	5/1/23	8/1/23																																																								
Complete acquisition		100%	8/1/23	8/31/23																																																								
Phase 2 Title																																																												
Task 1		0%	8/2/23	8/6/23																																																								
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MHB
Project Lead

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Project Start:	Fri, 12/15/2023	
Display Week:	1	

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MHB
Project Lead

<https://www.vertex42.com/ExcelTemplates/simple-gantt-chart.html>

Project Start:	Fri, 12/15/2023	
Display Week:	4	

Project Start:					4		<div><div>Jan 1, 2024</div><div>Jan 8, 2024</div><div>Jan 15, 2024</div><div>Jan 22, 2024</div><div>Jan 29, 2024</div><div>Feb 5, 2024</div><div>Feb 12, 2024</div><div>Feb 19, 2024</div></div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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MHB
Project Lead

<https://www.vertex42.com/ExcelTemplates/simple-gantt-chart.html>

Project Start:	Fri, 12/15/2023	
Display Week:	1	

[illegible]

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Project Lead

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SIMPLE GANTT CHART by Vertex42.com

<https://www.vertex42.com/ExcelTemplates/simple-gantt-chart.html>

About This Template

This template provides a simple way to create a Gantt chart to help visualize and track your project. Simply enter your tasks and start and end dates - no formulas required. The bars in the Gantt chart represent the duration of the task and are displayed using conditional formatting. Insert new tasks by inserting new rows.

Guide for Screen Readers

There are 2 worksheets in this workbook.

TimeSheet

About

The instructions for each worksheet are in the A column starting in cell A1 of each worksheet. They are written with hidden text. Each step guides you through the information in that row. Each subsequent step continues in cell A2, A3, and so on, unless otherwise explicitly directed. For example, instruction text might say "continue to cell A6" for the next step.

This hidden text will not print.

To remove these instructions from the worksheet, simply delete column A.

Additional Help

Click on the link below to visit vertex42.com and learn more about how to use this template, such as how to calculate days and work days, create task dependencies, change the colors of the bars, add a scroll bar to make it easier to change the display week, extend the date range displayed in the chart, etc.

[How to Use the Simple Gantt Chart](#)

More Project Management Templates

Visit Vertex42.com to download other project management templates, including different types of project schedules, Gantt charts, tasks lists, etc.

[Project Management Templates](#)

About Vertex42

Vertex42.com provides over 300 professionally designed spreadsheet templates for business, home, and education - most of which are free to download. Their collection includes a variety of calendars, planners, and schedules as well as personal finance spreadsheets for budgeting, debt reduction, and loan amortization.

Businesses will find invoices, time sheets, inventory trackers, financial statements, and project planning templates. Teachers and students will find resources such as class schedules, grade books, and attendance sheets. Organize your family life with meal planners, checklists, and exercise logs. Each template is thoroughly researched, refined, and improved over time through feedback from thousands of users.

MISSISSIPPI HEADWATERS BOARD

HIGH SCHOOL PRESENTATION



WHAT DID YOU LEARN FROM THE VIDEO?

- **MHB IS A REGULATORY ORGANIZATION**
- **THEY USE GRANT FUNDING TO PROTECT THE MISS. RIVER BY PROTECTING LAND AND KEEPING IT IN TREES**
- **THEY HAVE A SOCIAL MEDIA SITE FOR PREVENTION OF ZEBRA MUSSELS AND OTHER INVADERS**
- **HAVE SIGNAGE PLACED ON THE RIVER SO YOU DON'T GET LOST**

MY STORY

- **WAS A C AVERAGE STUDENT**
- **LIKED BEING OUTSIDE, BUT DIDN'T WANT TO WORK OUTSIDE ALL THE TIME. DIDN'T MIND BEING IN AN OFFICE SETTING AND LIKED VARIETY**
- **DIDN'T LIKE RESEARCH AND DETAIL STUFF, BUT LOVED WORKING WITH PEOPLE TO HELP THEM ACHIEVE THEIR GOALS**
- **MORE RELATIONAL THAN TECHNICAL**

WHAT ABOUT YOU?

- **DO YOU LIKE TO BE OUTSIDE AND DO REPETITIVE WORK?**
- **DO YOU LIKE WORKING WITH PEOPLE?**
- **DO YOU LIKE WORKING WITH NUMBERS?**

WHAT CAREERS ARE AVAILABLE IN CONSERVATION

- **DEPT. OF NATURAL RESOURCES (DNR)**
- **MN POLLUTION CONTROL AGENCY (MPCA)**
- **SOIL & WATER CONSERVATION DISTRICTS (SWCD'S)**

THEN HOW ABOUT A CONSERVATION JOB?

- **DNR HAS A WIDE VARIETY OF POSITIONS FROM REGULATORY WORK TO PROJECT MANAGEMENT TO RESEARCH**
 - **ECOLOGICAL AND WATER RESOURCES**
 - **ENFORCEMENT**
 - **FISH AND WILDLIFE**
 - **FORESTRY**
 - **LANDS AND MINERALS**
 - **PARKS AND TRAILS**

MN POLLUTION CONTROL AGENCY

- **ENVIRONMENTAL ANALYSIS AND OUTCOMES DIVISION-** DEVELOP WATER QUALITY STANDARDS, MONITOR AIR & WATER CONDITIONS, LAKE AND STREAM MONITORING, TRACK POLLUTANT EMISSIONS TO AIR AND WATER
- **INDUSTRIAL DIVISION-** REGULATORY SERVICES ON WASTEWATER AND STORMWATER, AIR EMISSION, GAS STATION FUEL TANKS, AND HAZARDOUS WASTE GENERATORS
- **MUNICIPAL DIVISION-** SEWER, SEPTIC, & STORMWATER PERMITS, ENFORCEMENT IN WASTEWATER COMPLIANCE
- **OPERATIONS DIVISION-** WEB APPLICATIONS, DATA REQUESTS, ONLINE SERVICES, EMPLOYEE ENGAGEMENT & IMPROVEMENT, EMERGENCY SPILLS
- **REMEDIATION DIVISION-** ASSESS RISK TO SUPERFUND AND PETROLEUM LEAK SITES, CONTAMINATED LAND CLEAN UP.
- **RESOURCE MANAGEMENT AND ASSISTANCE DIVISION-** RECYCLING PROGRAMS TO LOCAL GOVERNMENTS, LANDFILLS, REDUCE WASTE TO SAVE MONEY TO SMALL BUSINESSES
- **WATERSHED DIVISION-** DEVELOP WATERSHED RESTORATION AND PROTECTION STRATEGIES, INSPECT FEEDLOTS, IMPLEMENTATION GRANTS

SOIL & WATER CONSERVATION DISTRICTS

- **IMPLEMENT WATER QUALITY AND EROSION CONTROL PRACTICES ON PRIVATE LAND**
- **IMPLEMENT STORMWATER PROTECTION PRACTICES**
- **PLANNING & IMPLEMENTATION OF WATERSHED POLLUTION PREVENTION PRACTICES**
- **WORK WITH LOCAL PEOPLE TO HELP THEM MEET THEIR CONSERVATION GOALS**
- **WORK WITH AWESOME COUNTY COMMISSIONERS**

Executive Director Report

November - December 2023

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. DNR will reimburse the MHB at the \$124K level and not reduce it by a 5% administrative fee. I DocuSigned the amendment on 12/12/23. I DocuSigned the amendment on 12/12/23.
7. Sent in LCCMR Whiskey Creek final status report. After it is approved, MHB can receive final reimbursement for grant.
8. Went through historical files and kept media articles and zoning files required to be kept.

Meetings & Networking

1. Met with DNR Commissioner Strommen and Assist. Comm. Bob Meier to look at strategies for increasing the MHB funding.
2. Talked with Mark Borseth who is the part time Northern Township administrator. We exchanged contact information and discussed how the MHB Comprehensive Plan fits into the zoning plan.
3. Attended DNR local AIS workgroup meeting via Microsoft Teams and listened to successes and challenges that AIS coordinators are facing. The biggest issue on their mind is increasing funding so that 2016 money has the same buying power as 2023 funding.
4. Set up meeting with Grand Rapids to explore economic development activities with them using Minnesota Traditions
5. Looking at creating an event called Brainerd Lakes area water museum tour which will involve Visit Brainerd, Crow Wing Historical society, and the MHB doing a paddle down the river and historical signs being placed on the Miss. river edge to denote historical spots.
6. Attended the Assoc. of MN Counties Annual conference and MHB along with Aitkin County received an award for Economic Development utilizing Resource retention.
7. Went to Pequot Lakes high school and gave presentation to three classes.
8. Talked with Rebound Nile that works with Graceland senior cooperative living and they are looking for an impervious surface variance in Bemidji. I told them our MHB rules for a legal non-conforming lot, but this may not be in our jurisdiction because it is in the city

of Bemidji by Lake Irving. The living center plans to build a stormwater pond on site to mitigate runoff, and then pump it to PMA-25 to further treat the water.

9. Set up February meeting with Visit Grand Rapids to develop the concept of resource retention marketing.