

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

https://us02web.zoom.us/j/83772202529 May 24, 2024 10:00 am

10:00 AM

• Call to Order/Pledge of Allegiance

10:05 AM Approve/Amend

- Agenda
- Consent Agenda April '24 Minutes & Expenses

Correspondence

• May Press Release

Planning and Zoning (Actions)

• None

Action / Discussion Items:

- MHB fund request- Action
- High School Review- discussion
- Draft By-Laws- Action
- Program Review- discussion
- Contract Discussion- decision
- Executive Directors report-discussion

Misc: Legislature Update (if any), County Updates

Meeting Adjourned - Thank you

Mtgs: June 28, 2024 9:00 AM- MHB Monthly Meeting, Walker, MN

Mississippi Headwaters Board April 26, 2024

Cass County Board Room Walker, MN

Optional interactive technology: https://us02web.zoom.us/j/84052575445

MEETING MINUTES

Members present: Ted Van Kempen (Hubbard), Craig Gaasvig (Beltrami), Scott Bruns (Cass), Bobby Kasper (Morrison), Steve Barrows (Crow Wing), Dean Newland (interactive Clearwater), Michael Kearney (Aitkin), Cory Smith (interactive Itasca), and Tim Terrill (Executive Director).

Video Interactive Reasons: Commissioners attending interactively is due to scheduling differences.

Others Present: Chris Pence (Crow Wing ESD), Amy Kowalzek (Morrison ESD), Eric Buitenwerf (Hubbard ESD), Mr. Reiner (landowner).

Pledge of Allegiance

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

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

Correspondence

- 1. March Press Release- Tim provided the board with the press release that explained how the MHB formed a budget committee to save the taxpayer money. Comm. Barrows asked if Tim press releases could be more about the Miss. river and not the business of the board. Tim said he could do that.
- 2. High School Picture- Tim had a picture of the Pequot Lakes High School class that he presented information about the MHB and career opportunities available to them.

Planning and Zoning

H4a24 Gee Variance- Environmental Service Director (ESD) Eric Buitenwerf presented a variance before the board explaining that the lot area is two acres and doesn't meet the lot width due to the unique shape. There is an after the fact variance for a guest cottage for a space of 660 feet which is located 250 feet from the OHWM. The variance was approved by the Board of Adjustment with the condition that the alternate septic drainfield sites be identified and preserved for both the primary dwelling unit and the guest cottage. Discussion ensued and Comm. Barrows asked if there is any concern for short term rentals. Eric explained that this ownership has changed recently so there should be no issues. Comm. Van Kempen asked if the footprint of the guest cabin has changed in the past few years and Eric said that it had but was able to work with the DNR to allow the cottage to be co-located in an accessory sturucture more than 700 sq. feet. Comm. Van Kempen asked if the short term rental agreement is only for the main house and not the guest house? Eric replied in the affirmative. Comm. Barrows asked if Cathy Gee is the current owner and if not, do the new

owners need to apply again? Eric responded that the variance goes with the land. M/S (Barrows/Kasper) to approve of the variance. Motion carried unanimously.

CW4a24- Reiner Variance- ESD Chris Pence brought a variance before the MHB to have a OHW setback of 130 feet to proposed garage addition where 150 feet is required, and an OHW setback of 122 feet to proposed addition to an existing dwelling where 150 feet is required. Comm. Barrows asked why the measurement is from the corner of the garage to shoreline and an angle and asked why it was measured that way. Chris explained that they measure closest to the OHW and that is where they are required to measure. Comm. Barrows asked how the landowner will pull into the garage, and Mr. Reiner will pull in to the garage? Mr. Reiner said that he would swing into the garage on a poured concrete slab. Another question about the addition was asked about the addition and why it wasn't moved back to meet the setback? Mr. Reiner said the sewer tanks were put there years ago and there wasn't room to move the addition further back. Chris responded that the addition couldn't be moved forward because then it wouldn't make the 10' setback from the tanks. **M/S (Barrows/Gaasvig) to approve of the variance. Motion carried unanimously.**

M4a24- Burns Variance- ESD Amy Kowalzek presented the variance before the board to replace a seepage tank with a type 1 septic. The variance is for a proposed septic system tanks 50' from the Mississippi river with a drainfield 70' from the Mississippi river due to the small size of the lot. It is a legal non-conforming home that will be there a long time and therefore needs to be done this way. Comm. Barrows asked if 20 years from now and the system fails, has Morrison county thought about looking at these properties and what that will look like? Amy said she would see in the future a replacement with a type 3 system which would meet that issue. It really takes off the table any type of development on the lots because they system would take up lot room of the small lot. Comm. Van Kempen asked since it was close to the city of Little Falls if they would consider future municipal sewer? Amy said that they are currently seeing annexation to the North of Little Falls due to development pressure, but that may be something the county could have with the city due to the limitations of these lots. M/S (Gaasvig/Kasper) to approve of the variance. Motion carried unanimously.

Action/Discussion:

- 1. Resolution 2024-02- Crow Wing procedures and policies- Tim said he had a conversation with the Comm. Barrows about why we follow the rules of Crow Wing county for financial and personnel procedures. Tim said that we have always followed the policies and procedures of the county the MHB offices in, but he couldn't find any formal resolution on this. Comm. Barrows said that this would help clarify to future board members on how we operate. M/S (Barrows/Kearney) to approve of Resolution 2024-02. Motion carried unanimously.
- 2. **RSDP grant-** Tim showed the board a grant that he wrote to the Regional Sustainable Development Commission (RSDP) that will help fund the Paddle Your Glass Off event in Aitkin county and fund a better survey that captures a visitor profile and economic development using UMN Extension staff. Once the survey is developed it could be used for every event we hold.
- 3. **Program Review-** Tim discussed the MHHCP program and provided a powerpoint that explains the MHHCP history and development. After viewing the powerpoint, there was discussion about clarifying processes that have been confusing to partners. Tim was advised to send the board the contract and powerpoint and invite the Bob McGillivray from Trust for Public Land and Bill Penning from the Board of Water & Soil Resources to attend the next board meeting to discuss program geography and how partners work together as a technical committee.
- **4. By-Law Review-** The board reviewed the By-laws and made corrections and suggestions. Tim will present the updated By-laws based on board comments and present it to the board at a later meeting.

Executive Directors Report

- 1. Tim said he met with the NE DNR Regional Management Team in Grand Rapids and provided them with a brief powerpoint about what was covered at the MHB biennial conference.
- 2. HR Green got accepted to present the Whiskey Creek project at the Water Resources Conference in October 2024. Tim was asked to present as well.

County & Legislative Updates

Comm. discussed notification regarding open meeting law and requested that Tim send out email before the notice of meeting goes out to the paper. Board members must provide an address of where they will be at when attending by Zoom.

M/S (Barrows/Kasper) to adjourn. Motion carried unanimously.				
				
Ted Van Kempen, Chairman of the Board	Executive Director Tim Terrill			

		YTD		T	1
April SFY'24 Budget Summary			Projected	% of budget	
p i g	,		Budget	spent	
Revenues:	Monthly Amount				Notes
Governor's DNR grant (53290)		\$ 93,163.68	\$ 117,800.00	79.09%	non competitive quarterly reimbursement
LSOHC grant (53290)		\$ 5,082.41	\$ 8,000.00	63.53%	LSOHC reimbursement
Guidebook sales (58400)		\$ 126.00	\$ 200.00	63.00%	reimbursment for Guidebook sales
Enbridge program (58300)		\$ 10,409.92	\$ 11,000.00	94.64%	enbridge reimbursement
Miscell. Other revenue (58300)		\$ 5,686.88	\$ 9,000.00	63.19%	AIS reimbursement
MCIT Dividend (58300)		\$ 42.00	\$ 42.00	100.00%	MCIT refund
County Support (52990)		\$ 10,500.00	\$ 12,000.00	87.50%	8 county support
Total	\$ -	\$ 31,847.21	\$ 40,242.00		
	Monthly Amount				Notes
Salaries/Benefits					
FICA/Med/PERA/LIFE/LTD/Hlth/					
WC(61000)	\$ 9,002.90	\$ 92,101.89	\$ 116,691.00	78.93%	reimbursed by Gov. DNR grant
MCIT insurance/work					
comp/liability (61500)		\$ 2,563.00			reimbursed by Gov. DNR grant
MHB board Per Diem (62680)	\$ 300.00	\$ 2,550.00	\$ 2,300.00		reimbursed by Gov. DNR grant
Hotel/Meals/travel exp. (63340)	\$ 11.20	\$ 337.27	\$ 1,000.00		reimbursed by Gov. DNR grant
Commissioner Mileage (62720)	\$ 300.16	\$ 2,609.46	\$ 2,500.00		reimbursed by Gov. DNR grant
Employee Mileage (63320)	\$ 363.94	\$ 3,893.43	\$ 3,500.00	111.24%	reimbursed by Gov. DNR grant
Professional Services (62990)	\$ 1,104.00	\$ 15,762.07	\$ 35,000.00	45.03%	CW financial, website renewal
Office supplies/operations					
(64090)	\$ 61.74	\$ 2,325.03	\$ 2,500.00	93.00%	telephone
Training & Registration Fees (63380)		\$ 400.00	\$ 800.00	50.00%	

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

\$

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

Total

11,143.94 \$122,542.15 \$166,854.00

^{*}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 2024 04 TO 2024 04

ORG OBJECT PROJ YR/PR JNL EFF DATE SRC REF1 REF2 REF3	CHECK #	OB AMOUN	NET LEDGER Γ BALANCE	NET BUDGET BALANCE
74830 58300 Miscellaneous Other Revenue	REVISED	BUDGET		.00
24/04 481 04/10/24 GNI 649124 Britny.McC 53647 iNovah Chippewa AIS support	PER 01 PER 02 PER 03	-2,250.00 -48,700.00 -18,822.00 -1,000.00	-2,250.00 -50,950.00 -69,772.00 -70,772.00	
24/04 1038 04/22/24 GNI 654204 Britny.McC 53802 iNovah Beltrami AIS support		-5,000.0	75,772.00	
LEDGER BALANCES DEBITS: .00	CREDITS:	-75,772.00 NET:	-75,772.00	
74830 61000 Salaries & Wages - Regular	REVISED	BUDGET		.00
24/04 348 04/05/24 PRJ PR0405 1240405 124040 PAY040524 WARRANT=240405 RUN=1 BI-WEEKL	PER 01 PER 02 PER 03 05 1240	5,976.55 6,394.92 6,215.62 3,107.8	5,976.55 12,371.47 18,587.09 1 21,694.90	
24/04 861 04/19/24 PRJ pr0419 1240419 12404: pay0419 WARRANT=240419 RUN=1 BI-WEEKL	19 1240	3,107.8	24,802.71	
LEDGER BALANCES DEBITS: 24,802.71	CREDITS:	.00 NET:	24,802.71	
74830 61200 Active Insurance	REVISED	BUDGET		.00
24/04 348 04/05/24 PRJ PR0405 1240405 124040 PAY040524 WARRANT=240405 RUN=1 BI-WEEKL	PER 01 PER 02 PER 03 05 1240	1,894.86 1,894.86 1,895.48 936.4	1,894.86 3,789.72 5,685.20 1 6,621.61	
24/04 861 04/19/24 PRJ pr0419 1240419 12404: pay0419 WARRANT=240419 RUN=1 BI-WEEKL	19 1240	960.3	1 7,581.92	
LEDGER BALANCES DEBITS: 7,581.92	CREDITS:	.00 NET:	7,581.92	
74830 61300 Employee Pension & FICA	REVISED	BUDGET		.00
	PER 01 PER 02 PER 03	865.81 929.18 896.29	865.81 1,794.99 2,691.28	



ACCOUNT DETAIL HISTORY FOR 2024 04 TO 2024 04

ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1 REF2	REF3	CHECK #	ОВ		AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
24/04 PA		PRJ PR0405 1240405 NT=240405 RUN=1 BI-V	1240405 WEEKL	1240			445.28	3,136.56	
24/04 pa		PRJ pr0419 1240419 NT=240419 RUN=1 BI-W	1240419 WEEKL	1240			445.28	3,581.84	
LE	EDGER BALANCES	DEBITS:	3,581.84	CREDITS:		.00	NET:	3,581.84	
74830	62100	Telephone		REVISED	BUDGET				.00
24/04	061 04/10/24	PP7 000410 1240410	1240410	PER 01 PER 02 PER 03			61.54 61.64 61.62	61.54 123.18 184.80	
		PRJ pr0419 1240419 NT=240419 RUN=1 BI-V		1240			55.00	239.80	
	865 04/23/24 C042324 APRIL	API 006205 COUNTY WIDE PHONE BE	214760 ILL CONSOLII	375 DATED TELECOM	37		6.74	246.54	
LE	EDGER BALANCES	DEBITS:	246.54	CREDITS:		.00	NET:	246.54	
74830	62680	Non-Employee Per Dier	ns	REVISED	BUDGET				.00
24/04 W	1452 04/30/24 A043024 MHB MI	API 003356 EETING PER DIEM & MII	215446 LEAGE HUBBARD	PER 01 PER 02 PER 03 376 COUNTY TREAS	34		250.00 250.00 250.00 50.00	250.00 500.00 750.00 800.00	
	1452 04/30/24 A043024 MHB MI	API 002534 EETING PER DIEM	215447 NEWLAND	376 , DEAN	37		50.00	850.00	
	1452 04/30/24 A043024 MHB MI	API 100532 EETING PER DIEM	215448 MORRISON	19556 N COUNTY AUDI	07		50.00	900.00	
	1452 04/30/24 A043024 MHB MI	API 006995 EETING PER DIEM	215450 CORY SM	19556 ITH	06		50.00	950.00	
	1452 04/30/24 A043024 MHB MI	API 006952 EETING PER DIEM & MII	215451 LEAGE MICHAEL	376 KEARNEY	36		50.00	1,000.00	
	1452 04/30/24 A043024 MHB MI	API 003257 EETING PER DIEM & MII	215452 LEAGE GAASVIG	376 , CRAIG	33		50.00	1,050.00	
LE	EDGER BALANCES	DEBITS:	1,050.00	CREDITS:		.00	NET:	1,050.00	

2



ACCOUNT DETAIL HISTORY FOR 2024 04 TO 2024 04

ORG YR/PR		TE SRC REF1 REF2	REF3	CHECK # OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	62720	Non-Employee Mileag	е	REVISED BUDGET			.00
24/04 W	1452 04/30/2 A043024 MHB	24 API 003356 MEETING PER DIEM & M	215446 ILEAGE HUBBARD	PER 01 PER 02 PER 03 37634 COUNTY TREAS	391.28 251.92 222.44 37.52	391.28 643.20 865.64 903.16	
24/04 W	1452 04/30/2 A043024 MHB	24 API 006980 MEETING MILEAGE	215449 ROBERT	37641 F. KASPER	116.58	1,019.74	
		24 API 006952 MEETING PER DIEM & M	215451 ILEAGE MICHAEL	37636 KEARNEY	77.72	1,097.46	
		24 API 003257 MEETING PER DIEM & M	215452 ILEAGE GAASVIG	37633 , CRAIG	68.34	1,165.80	
LE	EDGER BALANCES	S DEBITS:	1,165.80	CREDITS:	.00 NET:	1,165.80	
74830	62990	Prof. & Tech. Fee -	Other	REVISED BUDGET			.00
24/04 W	446 04/09/2 A040924 WEST	24 API 101649 F INVOICE #3	214384 WEST CO	PER 01 PER 02 PER 03 1955229 MMUNICATIONS	16,443.40 525.00 525.00 6,056.25	16,443.40 16,968.40 17,493.40 23,549.65	
24/04 W	446 04/09/2 A040924 WEBS	24 API 004261 SITE EXPENSE	214385 SOUTHPO	37474 INT	579.00	24,128.65	
24/04 W	712 04/16/2 A041624 TNC	24 API 006007 INVOICE #3	214754 THE NAT	37529 URE	3,852.71	27,981.36	
	712 04/16/2 A041624 FWS	24 API 003534 2024 AIS	11 33	1955372 THE WILDSIDE	70,365.00	98,346.36	
	1839 04/30/2 ECURRING FINA	24 GEN ANCIAL SERVICE			525.00	98,871.36	
LI	EDGER BALANCES	S DEBITS:	98,871.36	CREDITS:	.00 NET:	98,871.36	
74830	63320	Employee Mileage		REVISED BUDGET			.00
24/04	944 04/19/2	24 GNI		PER 01 PER 02 PER 03	479.54 367.16 349.47 40.60	479.54 846.70 1,196.17 1,236.77	



ACCOUNT DETAIL HISTORY FOR 2024 04 TO 2024 04

ORG OBJECT PROJ					NET LEDGER	NET BUDGET
YR/PR JNL EFF DATE SRC REF1 REF2 RE	EF3 CH	IECK # (OB	AMOUNT	BALANCE	BALANCE
WF OOP 2 client visits						
TIM TERRILL-Aitkin Rivers and L	akes committe	e				
24/04 944 04/19/24 GNI				112.56	1,349.33	
WF OOP DNR RMT meeting in Bemidji TIM TERRILL-DNR RMT meeting in						
TIM TERRILL-DNR RMT meeting in	Bemıdjı			42.20	1 202 61	
24/04 944 04/19/24 GNI				43.28	1,392.61	
WF OOP Aitkin AIS presentation	+					
TIM TERRILL-Aitkin AIS presenta 24/04 944 04/19/24 GNI	acton			71.02	1,463.63	
WF OOP MHB monthly meeting				71.02	1,403.03	
TIM TERRILL-MHB monthly meeting	1					
24/04 944 04/19/24 GNI	1			96.48	1,560.11	
WF OOP NE DNR RMT meeting						
TIM TERRILL-NE DNR RMT meeting						
LEDGED DALANGES DEDITO: 1 FGG) 11 CDE	DITC.	00	NET.	1 500 11	
LEDGER BALANCES DEBITS: 1,560).II CKE	DITS:	.00	NET:	1,560.11	
GRAND TOTAL DEBITS: 138,860) 28 CBE	DITS:	-75,772.00	NET:	63,088.28	
GRAND TOTAL DEBITS. 138,800	.20 CRE	ינונע:	-73,7 72.00	NET.	03,088.28	
30 Records printed						

^{**} END OF REPORT - Generated by Matthew Donley **



IMMEDIATE PRESS RELEASE 5/1//24

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timt@mississippiheadwaters.org
www.mississippiheadwaters.org
322 Laurel St.
Brainerd, MN 56401

Mississippi Headwaters Board Approves of Budget and Annual Work Plan

Most people don't get excited about annual work plans, but the Mississippi Headwaters Board (MHB) does. Tim Terrill, Executive Director of the MHB, informed the board that the Annual Plan is developed to allow the board to plan and comment on what they will achieve next year. The MHB plans to implement a social media campaign called Minnesota Traditions to help prevent the spread of aquatic invasive species like zebra mussels and starry stonewort. "Education is the key," said Terrill, "and if you can change a person's negative perception about a problem toward something positive, it will affect generations to come." Discussion ensued and Comm. Gaasvig suggested that MHB's work with the local high schools should be added to the annual plan. He felt that MHB's presence in teaching students about career opportunities in the natural resource field is something that will help kids become more aware of environmental jobs they may wish to pursue in the future.



Action/Discussion

MHB fund request- Action
High School Review- discussion
Draft By-Laws- Action
Program Review- discussion
Contract Discussion- decision
Executive Directors report-discussion



Mississippi Headwaters Board Funding Request Questionaire

Crow Wing County Land Service Bldg. - 322 Laurel St. - Brainerd, MN 56401 Web Site: www.mississippiheadwaters.org

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

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

The Crow Wing Soil and Water Conservation District (SWCD) is a local unit of government which works with private landowners and other partners to support conservation in Crow Wing County. Our mission is to foster healthy lands and clean water through voluntary conservation. In 2023, the district leveraged over \$3.09 million for conservation. The Crow Wing SWCD has 6 full-time staff and 5 citizen-led elected board members. Please check out our website: https://www.cwswcd.org/ and our 2023 annual report: https://www.cwswcd.org/annual-reports-district-plans

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

The Deason Ravine Project will support the natural and recreational values of the Mississippi River by stabilizing 70 linear feet of gully, which has eroded 104 pounds of phosphorus and 123 tons of sediment per year. The Minnesota Pollution Control Agency prioritized the Mississippi River from the Pine River to the Crow Wing River (07010104-656) to reduce Total Suspended Solids (TSS) by 25 percent (page 54). This project will install 2 infiltration basins and create a step-down riffle-pool design plan to reduce TSS in the Mississippi River. In addition, this project meets the Nonpoint Priority Funding Plan (NPFP) high-level state priorities: (1) Restore those impaired waters that are closest to meeting state water quality standards; (2) Restore and protect water resources for public use and public health, including drinking water. The target load reduction is 3,056 tons. In 2024, the City of Brainerd and SWCD completed a gully restoration project, which reduced 1,094 tons of sediment from the same stretch of river. Between these two projects, 1,217 tons of sediment will be reduced. Furthermore, this project will improve the aesthetic and recreational nature of the Mississippi River. The project will utilize native vegetation and preserve the aesthetic view from boaters, kayakers, and canoeists. From the Pine River to the Crow Wing River, this stretch has over 10 public boat access and parks. This makes it highly accessible and visible to the public.

3. What amount of funding are you requesting, and what will it be used for? Have you requested funds from other sources and are they secured?

The SWCD is requesting \$10,000 to cover the engineering costs for this project. Emmons & Oliver Resources, Inc. provided an estimate on April 18th, 2024. The scope of work would be to assess the

current conditions, develop a landscape restoration site plan, and assist in permitting. The SWCD will uilize additional funding pools to cost share on the installation of the project.

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

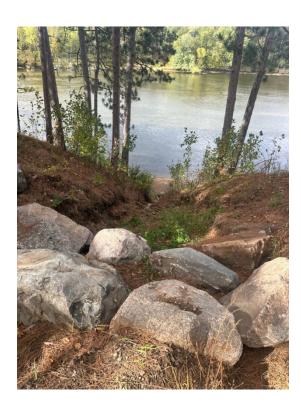
The SWCD will involve Aitkin and Morrison by tracking results toward the Mississippi Brainerd Watershed-based Implementation Plan. Phosphorus and Sediment reductions will be applied to watershed goals in the plan. The goal for the plan is to restore .2 miles (1,000ft) of the river and create over 400 acre-ft of water retention. The project will encapsulate both of those goals.

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

The Crow Wing Soil and Water Conservation District is a local unit of government.







2023-24 High School

Survey N= 86

Northland (Remer), Grand Rapids, Pequot Lakes (4), Aitkin, Hill City

1. In your opinion, how informed are you about Environmental work opportunities available to you?

Not informed 15 slightly informed 33 Moderately 30 Very informed 7

2. What did you learn most about the Miss. Headwaters Board in the video or presentation given to you?

Formed by Bob Lessard, regulatory, keep it natural, Strict about distance, wouldn't do the job Tim does, but respect what they do for the River, The board has done a lot to help preserve the river, regulatory program, use grant funding and social media, educating about zebra mussels, multiple different organizations deal with the preservation of land and water, Take care of first 400 miles, signage and navigation tools, fight with federal government, clean source of drinking water,

3. What did you learn about yourself today?

I like to be outside, don't want to build near a river, need to appreciate the land more, nothing really, very lucky to have these people, wouldn't like to do this for a living, would consider doing this as a job, Lots of choices for jobs, I like hydrology, it's beautiful, I care more about the environment than I thought, How little I knew about the SWCD, I have to protect and help clean the Miss., like working with hands and people,

4. Now that you heard this presentation, are you more confident in your knowledge of Natural Resource opportunities?

Yes 84 No 2

BY-LAWS

Mississippi Headwaters Board Land Services Bldg. – Crow Wing County Brainerd, MN 56401

Article I - PURPOSE

- 1. The purpose of the Mississippi Headwaters Board is to formulate plans for the area under its jurisdiction; to protect the Upper Mississippi River from uncontrolled and unplanned development through the preparation, adoption and implementation of a comprehensive management plan for the river and adjacent lands. This management plan will provide for the adoption of strong local zoning ordinances, monitoring of water quality of the river, recreational use of the river and adjacent public lands, donation or purchase of critical lands in the public interest, and management of public lands along the Mississippi River.
- The form of organization is a joint powers board, pursuant to Minnesota Statutes 471.59.
 Members are counties of Clearwater, Beltrami, Hubbard, Cass, Itasca, Aitkin, Crow Wing and Morrison.

Article II - MEMBERSHIP

- 1. The membership of the Mississippi Headwaters Board shall be composed of one county commissioner, designated by the county board, from each member county.
- 2. The chair shall serve a term of office of one year.
- 3. Members will be appointed for two-year terms. Members may be reappointed by the governing board of the county.
- 4. If at any time the designated member is unable to attend the regularly scheduled meeting of the Mississippi Headwaters Board, he or she may designate an alternate from among the other members of his or her county board of commissioners. The designated alternate will have the same privileges and responsibilities as any commissioner appointed to represent that county on the Mississippi Headwaters Board.

Commented [TT1]: Add Mississippi

As Amended at MHB meetings 3/19/93, 12/16/94, 3/17/95, 2/21/97, 2/16/01, 6/18/04, 3/18/05, 12/15/06, 2/25/19, 5/

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Article III - OFFICERS

- 1. The officers of the board shall consist of a chair, vice chair, and a secretary-treasurer.
- 2. The Board will select a Chair once a year and will serve a one-year term. An existing board member will be selected the following year to serve as Chair provided that they have served at least one year on the Board. A board member can serve as Chair for multiple terms.
- 3. The office of Vice Chair shall be selected by the MHB Board and will serve a one-year term. An existing board member will be selected the following year to serve as Vice Chair provided that they have served at least one year on the Board. A board member can serve as Vice Chair for multiple terms.
- 4. The office of Secretary-Treasurer shall be selected by the MHB Board and serve a one year term. An existing board member will be selected the following year to serve as Secretary-Treasurer provided that they have served at least one year on the Board. A board member can serve as Secretary-Treasurer for multiple terms.
- 6. The Mississippi Headwaters Board shall request the county to replace any member who misses two consecutive meetings without notice.
- 7. The majority of the Board is five members.

Article IV - COMMITTEES OF THE BOARD

- The Mississippi Headwaters Board shall may assign members to a budget or other committees.
 personnel and legislative committees at the January meeting.
- 2. The budget committee shall report on the budget for the next year at the May meeting.
- The personnel committee shall review staff performance and recommend salary levels at the
 December meeting.
- 4. The legislative committee shall make proposals to the Minnesota Legislature and other policy bodies.
- 5. The Mississippi Headwaters Board shall assign members to other committees that are appropriate to fulfilling its goals and objectives.

Article V - ADVISORY COMMITTEE

Mississippi Headwaters Board By-Laws

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1. The Mississippi Headwaters Board shall appoint an Advisory Committee to routinely advise onissues of policy and administration as related to the Board's purpose and Mission Statement
including, but not limited to, land use and management, water quality, and
stewardship/education.

2. The Advisory Committee will make a regular report to the Mississippi Headwaters Board.

- 3. Membership of the Advisory Committee shall consist of the following representatives: one-individual from each of the eight member counties, to be appointed by the county board. That representative may come from one of the following areas: tourism, conservation, recreation, historic, utilities, timber and wood products, and agricultural interests in the headwaters area. The chair of the Technical Committee or designee shall also serve on the Advisory Committee.
- 4. Townships and municipalities which have officially adopted the MHB minimum standardsmay appoint one representative to the Advisory Committee.
- Terms of membership for the Advisory Committee shall be one year. Members may be reappointed to consecutive terms, not to exceed four terms.
- The members of the Advisory Committee shall choose a chair and a vice chair, or co-chairs, to serve a one year term.
- A member of the Mississippi Headwaters Board will be assigned by the board to meet with the Advisory Committee as an ex-officio member.
- 8. The Advisory Committee operates both as a committee and through subcommittees focusing on three topics: Land Use, Water Quality, and Stewardship/Education. To increase effectiveness, subcommittees will be formed to address specific topics or project areas including: Land Use Regulation, Land Management (forest practices, agriculture, private lands), Recreational Systems Planning, River Watch, Heritage Awards, and Land Conservation.
- Subcommittees and ad hoc committees may utilize people who are not members of the Advisory
 Committee. A listing of resource people will be maintained from which the Advisory Committee
 may seek out individuals to assist with efforts, provide information or insights, or provide advice
 on committee activities.

Article VI TECHNICAL COMMITTEE

1. Purpose:

As Amended at MHB meetings 3/19/93, 12/16/94, 3/17/95, 2/21/97, 2/16/01, 6/18/04, 3/18/05, 12/15/06, 2/25/19, 5/

Commented [TT2]: Make it more transparent on website.

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The Mississippi Headwaters Board Technical Committee shall be established to advise the Board on issues related to planning and zoning activities within the Mississippi River Headwaters Corridor and Comprehensive Plan; and to review subdivisions, plats, conditional uses, and variances within the Corridor as necessary.

Membership:

a. Membership of the Technical Committee shall consist of the Planning and Zoning Administrators from the eight member counties and one representative appointed by each of those township and municipalities that have adopted the Mississippi Headwaters Comprehensive Plan standards.

b. The Technical Committee shall develop a technical review process for variances, plat review and conditional use permits.

c. The Technical Committee operates as both a committee and through subcommittees. When a planning or zoning proposal (subdivision, conditional use, variance, etc.) is submitted within the Headwaters corridor, a subcommittee comprised of Technical Committee members appointed by the Technical Committee chair will meet on site to view and prepare a staff field report for the MHB meetings and public hearings regarding the topic.

Meetings:

 a. The Technical Committee shall meet quarterly each year or as deemed necessary by the Board.

b. Meeting topics should consist of pertinent information in the areas of: Land Use Regulation, Land Management (forest practices, agriculture, private lands), Recreational Systems Planning, River Watch, Heritage Awards, and Land Conservation and other subjects as requested by the Board. At least one meeting per year may be a joint meeting with the Advisory Committee and Mississippi Headwaters Board.

Article VII - COMPENSATION

1. Mississippi Headwaters Board

a. Members of the Mississippi Headwaters Board will receive a \$50 per diem for attending meetings of the Board. Members may receive a \$100 per diem for attending all day meetings such as legislative meetings in St. Paul, or other all-day meetings at the discretion of the Board. The per diem may also be paid if Board members represent the MHB at other meetings, including

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legislative hearings. This per diem shall be subject to Social Security and other taxes and shall be reported to the Internal Revenue Service.

b. Members of the Mississippi Headwaters Board will be compensated for expenses incurred in attending meetings, such as mileage and meals, subject to IRS regulations.

2. Mississippi Headwaters Advisory Committee

a. Members of the Advisory Committee, appointed by the counties, will receive a \$35 per diem for attending quarterly meetings of the committee and any meetings as directed by the Board. This per diem will not be paid to members attending as part of their professional duties. Per diem or other expenses for members appointed by Townships or Municipalities shall be the responsibility of the appointing entity or the member.

b. Members will be compensated for expenses incurred in attending meetings as directed by the Board, such as mileage and meals, subject to IRS regulations. This compensation will not be paid to members attending as part of their professional duties.

Article VIII - BUDGET

- The fiscal year of the Mississippi Headwaters Board runs from July 1 to June 30, consistent with the fiscal year of the state of Minnesota.
- All expenses incurred by the Mississippi Headwaters Board must be listed, itemized and distributed to commissioners in advance of the monthly meeting.
- The operations of the Mississippi Headwaters Board are managed by the Cass Crow Wing County Auditor's Office and are subject to audit by the State of Minnesota.

Article IX - MEETINGS

- The Mississippi Headwaters Board shall meet on the third-fourth Friday of each month or as amended by the Board.
- The Advisory Committee of the Mississippi Headwaters Board shall meet quarterly or as required by the board. Meeting topics should consist of pertinent information in the areas of: Land Use Regulation, Land Management (forest practices, agriculture, private lands), Recreational Systems Planning, River Watch, Heritage Awards, and Land Conservation and other subjects as requested

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by the board. At least one meeting per year may be a joint meeting with the Advisory Committee and the Mississippi Headwaters Board.

- 3. A quorum of the board shall consist of a majority of the members.
- A vote of the board must be approved by a majority of the members present. A vote of the Advisory Committee must be approved by a majority of the members present.
- 5. Notice of meetings shall be mailed before the meeting date, as required by the board.
- 6. An annual schedule of meetings shall be published in January.

Article X - MEMBERSHIP COMPLIANCE

1. The Mississippi Headwaters Board shall consist of eight members representing each of the member counties. In the event any of the counties shall fail to approve and comply with the provisions of the joint powers agreement and Minnesota Statutes 103F.361-.377, that portion of the Mississippi River and related shore land areas within areas subject to the plan lying within such county shall be designated under Minnesota Statutes, Section 104.35, Subdivision 4, and shall be managed in accordance with the Mississippi Headwaters Ordinance and management plan as incorporated into Minnesota Statues. The membership of the board shall then consist of the remaining counties.

Article XI - CERTIFICATION

- 1. These By-Laws may be amended by majority vote of the Mississippi Headwaters Board.
- These By-laws were adopted by the Mississippi Headwaters Board on March 18th, 2005 March 19, 1993.

Mississippi Headwaters Board Contract

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 11, Brainerd, MN 56401("MHB") and West Communications, with its principal office located at 24839 Cove Trail, Nisswa, MN 56468.

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 West Communications agree to enter into this Agreement whereby West Communications will provide services to administer and coordinate the Mississippi Headwaters Habitat Corridor Project which is an easement and fee-title program, and the MHB will act as organizational oversight to the contractor and will monitor progress.

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 West Communications agree that the purpose of this Agreement is to contract with West Communications to coordinate the Mississippi Headwaters Habitat Corridor Project.

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*: June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever comes first.

ARTICLE 4: DEFINITIONS

4.1 <u>Definitions.</u>

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 West Communications 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 West Communications and MHB and "Party" means any one of West Communications and MHB;

ARTICLE 5: PROJECT INFORMATION

5.1 Project Deliverables.

- Communicate and coordinate with Outreach Specialist for educational outreach.
- Work with the Trust for Public Land to identify and target potential parcels for acquisition.

- Work with the Board of Water & Soil Resources and Soil & Water Conservation Districts to coordinate potential parcels for easements.
- Coordinate and facilitate Technical Review Committee meetings at least two times per year or as needed.
- Annually submit and write LSOHC grants to the Outdoor Heritage Council and testify annually before them.
- Report and fulfill the responsibilities of appropriated LSOHC grants by meeting all reporting requirements and producing measurable results.
- Produce and distribute any communication to promote the Mississippi Habitat Corridor Project.

5.2 Action Steps and Timeline.

The duration of this contract will be through June 30, 2025 and will meet the above deliverables.

5.3 <u>Project payment.</u>

Payment for services will occur on a reimbursement basis whereas MHB will submit allowable expenses through Dept. of Natural Resources (DNR) reporting forms to the DNR on a quarterly basis.

5.4 Meals, Lodging, and Mileage expenses

Any incurred travel expenses will be paid according to the DNR reimbursement rate for LSOHC administered projects.

ARTICLE 6: FINANCIAL NEED AND RESOURCES

6.1 Funding.

MHB shall provide funding from date of signature to June 30, 2025 in the amount up to \$20,000 for Project coordination through reimbursement from the Lessard Sams Outdoor Heritage fund.

ARTICLE 7: TERMINATION

7.1 Term

The period of this Agreement will commence on date of signature and expire on June 30, 2025.

7.2 <u>Termination</u>

This Agreement shall be terminated prior to the expiration of the Term, funding is terminated, or grant is no longer funded:

(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) Thirty (30) 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 Parry or to any of its employees or agents.

ARTICLE 8: LIMITED LICENSE TO USE OF NAMES AND TRADEMARKS

8.1 <u>Limited License To Use Name and Logo</u>

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 Approval Required Before Use of Name and Logo

Prior to a Party using the other Party's name and logo, such Party shall first call or email the other Party for prior approval, such approval will not be unreasonably withheld.

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 <u>Limitations of Liability</u>

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 <u>Entire Agreement</u>

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 <u>Confidentiality</u>

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 <u>Counterparts</u>

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.

ARTICLE 10. AGREEMENT

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

Mississippi Headwaters Board	West Communications
By	By
Authorized Signature-Signed	Authorized Signature-Signed
By	By

Name-Printed	Name-Printed
Title	Title
Date	Date

Executive Director Report

April - May 2024

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. Received 2021 Microsoft Office Suite and updated contact lists because the migration of lists didn't transfer.
- 7. Sent letters to counties requesting them to place MHB funding on their budget for 2025.
- 8. Reviewed draft sign ordinance for Cass County and provided the ESD with our MHB ordinance regarding signs.

Meetings & Networking

4/22- talked with new Beltrami AIS coordinator and introduced him to the Minnesota Traditions social media campaign and what it does to help counties with AIS prevention.

4/26- Bill Heig called and said Tina Smith will most likely carry the Senate Bill for the land exchange.

4/30- Worked with Chris Lahn, Northern Township administrator to discuss the process by which the MHB certifies variances. We also talked about the wastewater treatment plant and how the MHB letter of support was helpful in hopefully getting a bill passed at Staubers and the state office.

5/9- Met with Aitkin Ag class and gave a presentation about the MHB and career opportunities. 5/9- Met with Chip Leer from Fishing the Wildside and discussed goals and media program for 2024.