



Mississippi Headwaters Board Meeting Agenda

**Cass County Land Dept. Building
BACKUS, MN**

<https://us02web.zoom.us/j/86720707547>

July 19, 2024

9:00 am

9:00 AM

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

9:05 AM Approve/Amend

- **Agenda**
- **Consent Agenda – June '24 Minutes & Expenses**

Correspondence

- **July Press Release**

Planning and Zoning (Actions)

- **A7a24- Esler Variance**

Action / Discussion Items:

- **Westcom Contract Approval- Action**
- **Partner Negotiation- Discussion**
- **County Letter of Support- Discussion**
- **Executive Directors report-discussion**

Misc: Legislature Update (if any), County Updates

Meeting Adjourned - Thank you

Mtgs: August 23, 2024 9:00 AM- MHB Monthly Meeting, Walker, MN

Mississippi Headwaters Board
June 28, 2024
Cass County Board Room Walker, MN
Optional interactive technology: <https://us02web.zoom.us/j/88040818131>

MEETING
MINUTES

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

Video Interactive Reasons: None

Others Present: Marcel Noyes (Hubbard SWCD supervisor), Paula West (Westcom), Todd Holman (The Nature Conservancy), Bill Penning (Board of Water & Soil Resources), Brent Rud (Beltrami Environmental Services Director), Bob McGillivray (Trust For Public Land), Brad Dumonceaux (landowner)

Pledge of Allegiance

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

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

Correspondence

1. May Press Release- Tim provided the board with the press release that explained how the MHB director met with NE & NW DNR Regional Management Teams to discuss programs that the MHB implements to protect the Mississippi river.
2. QR Codes- Tim explained that he is handing out papers that have a QR code that when scanned, leads the person to the MHB website where they can access signed areas on the Miss. River, and also look at paddling events to attend.

Planning and Zoning

B6a24- Brad Dumonceaux Variance- Brent Rud from Beltrami County provided the board with a summary of the variance. He stated that there is an existing house that doesn't meet the current setback, and the owner will remove the house and garage and replace it with a 3600 sq. ft. home and garage. He said the new home would be 85' farther back than the existing home and have a smaller footprint than the previous home. The home currently doesn't meet the setback and is on a legal non-conforming lot. Discussion ensued and Comm. Van Kempen asked what the two conditions were for acceptance and Brent stated that there must be an approved stormwater plan and a vegetation management plan. Comm. Barrows asked if the setback was from the OHW or the lake waterline and Brent stated it was from the OHW. Barrows asked why it couldn't be moved back to the 100' setback as there is room for it, and Brent replied that the septic will be placed there

and that the house is near a “T” intersection road. He said the Board of Adjustment didn’t see this as an unreasonable request. Mr. Dumonceaux explained that the septic absorption area is also there and has a utility easement as well. Comm. Barrows continued to address the septic situation and asked if the current one is failing. Brad said it was failing due to the large volume of water going through it. He said the new septic will replace the old one and will be able to handle the excessive water due to the increased absorption area. **M/S (Kasper/VanKempen) to approve of the variance with conditions. Motion carried unanimously.**

Action/Discussion:

1. **MHHCP Update-** Paula West, MHB contractor for the MHHCP easement and acquisition program, provided the board with a presentation of the MHHCP and accomplishments so far. Paula relayed to the board that there are currently 51 RIM easements and 12 Fee Title Acquisitions completed so far totalling 10,736 acres and 57 miles of shoreland permanently protected. She also said that there are 13 conservation easements in process that amount to 1687 acres and 8 miles of shoreland that will be protected in the future. She then provided a chart that showed the number of easements and acquisitions completed in each county along with the funding allocated to each county for that protection. Comm. Van Kempen noticed the large difference in amount of dollars spent in Hubbard county compared to other counties, and Paula explained that it was due to the Sheep Ranch and Emmaville properties being acquired. Van Kempen asked if this has been presented before Hubbard County, and she replied “no”, but was willing to do so. Comm. Barrows asked her to present as well.
2. **MHHCP Partner Discussion-** Tim began a discussion with a brief overview of the timeline of the existence of the MHB. Todd Holman gave a history of the 2008 Clean Water Land & Legacy Amendment and how discussion formed to help MHB on a path toward water quality in the voluntary conservation grant world. Todd also discussed how the board, with the help of TNC and BWSR obtained a grant to develop and implement a methodology that would change the direction of water planning and influence 1W1P planning. Comm. Newland acknowledged Todd’s comments that the board was lacking direction and BWSR and TNC helped them obtain that grant. Tim continued the PowerPoint presentation and provided everyone with the MHB minutes that defined the formation, timeline, and parameters of the program. He stated that county notification and county decision authority was one of the program guidelines along with Easement and acquisition locations will be in the 8 county MHB area on or close to the Mississippi River, Headwaters lakes and reservoirs, and connecting corridors and tributaries. Tim then went over program governance, and stated that these rules have been followed, but the board never defined what “close” was in relationship to the geography. Tim provided the current map of the program geography and stated that this is what was developed to at least provide a boundary of what “close” is. He then showed a map of how the current boundary in relationship to the 1W1P boundary. Then he showed a proposed map that included areas of the Leech Lake reservoir, Pine River, and Crow Wing River watershed in the MHB counties at the HUC 14, 12, and 10 level and stated that this is a starting point for a conversation of defining a boundary. He also pointed out that the ranking sheet provides more points to riparian, so it doesn’t mean that every parcel is evaluated equally. Tim stated that there really isn’t a tremendous amount of difference between the proposed map and 8-digit HUC and that partners could discuss what options are available with the proposed map or just adopt 1W1P boundaries. Discussion ensued and Comm. Van Kempen said he liked the idea of redefining the program geography due to program changes. Bob

McGillivray gave his opinion of TPL's involvement with the program and saw this as a better way to work with the MHB. He said he committed to check in with counties on notification and then decision making at a later date. Bob said that looking at the map he is fine with looking at focus areas, but he would hope that if something special comes up in the white areas they could go to the counties to get approval because having a hard boundary may cause us to miss some good opportunities. Bill Penning gave a brief history of his role as BWSR and the original role of RIM. He explained that there are different creation stories, but it all jelled into what we have today. Bill stated that looking at the 1st map, it was developed by Mitch and Paula as a GIS exercise of where they want to reach out to landowners. It was decided to work on the mainstem of the Miss. The intent wasn't to define us to the corridor, but where are we going to prioritize our efforts. The partners never agreed we had a hard boundary here but where our outreach is going to be. As far as the LSOHC grant, he stated we are going to work in the 8 counties, not restricted to any specific place. We have chosen as a group to work on the mainstem and then expand into the tributaries. Bill wanted to thank the board for their support and this program is being tracked well. Comm. Van Kempen said he appreciates everyone coming before the board and noted that the title is Miss. Headwaters Habitat Corridor and that we stay on the mainstem. He doesn't see the map as limiting the area of scope. Paula said that if something fell out of those loose boundaries than the technical committee could decide if they would go ahead and approve of it. She also stated that they have approved of parcels outside the current boundary. Tim stated that we all have a different viewpoint of what the map was created for, but the 2016 MHB partners never defined "close," but the 2024 board and partners can define it the way they see fit. Tim said that the partners did have discussions about what to do if we had parcels fall outside the map that Paula provided and we realized we didn't have a complete map, but we can at least agree that this is "close." Tim further stated that the technical committee had this discussion in the Oak conference room in Crow Wing County about parcels not falling within the boundary, and he told the committee that he didn't think this is what the original intent of the program. Everyone stated that it would be more opportunistic as they didn't want to see a good parcel get lost because of the boundary, but we never made a formal decision to do this. Tim stated if the 2024 board and partners makes a decision on a defined boundary than there wouldn't be any ambiguity anymore. "But for now," Tim stated, "we are bound by an undefined measure." Comm. Van Kempen said that he appreciates the discussion, and it is a partner discussion on priority and boundary. Comm. Barrows said that everyone is new to this board, and he was influenced by the words "corridor" and stated that it limited his sight. As he became involved in 1W1P he saw a bigger picture. The 2024 board realized according to the minutes of the board that the 2016 board defined the Mississippi river, headwaters lakes and reservoirs, and tributaries as the area the partners would work in and realized that the partners had different interpretations as to whether or not it was a restrictive or just a priority boundary. They also realized that due to changes in county water planning to One Watershed One Plan, that this was too restrictive now as a hard boundary. It was brought up by Comm. Barrows that the responsibility of the Mississippi river is our responsibility no matter where it comes from and suggested that if land drains to the Miss. River in the 1st 400 miles it is eligible for the MHHCP program. Tim said that this would mean that the MHHCP program would then venture into non-MHB counties like Wadena and wanted to make sure that was clear if that was the decided upon direction. Comm. Van Kempen said that we are responsible to the voters, so we need to take that into account as well and only work in the 8 MHB

counties. This was discussed, but the board thought it went against their statute so working outside our MHB county wasn't something to be considered. **It was realized by the board that this was a partnership and it was agreed upon by partners that if it drains to the Mississippi river in the first 400 miles within the 8 MHB counties it is eligible, and we will prioritize the mainstem, headwaters lakes and reservoirs, and contributing tributaries.** Bob McGillivray said he is comfortable with working in the 8 MHB counties with priority to Miss. River, tributaries, headwaters lakes and reservoirs. Before moving outside the MHB counties, future grant applications would need to reflect that, and relationships would need to be developed to work outside the MHB counties. Bill said he liked the comprehensive thinking of the board, and he didn't think anything outside the 8 MHB counties would be inappropriate to discuss at the technical committee level as there are other sources of funds to accomplish the goals. Bill said that we wouldn't consider marketing to other counties, but as parcels come up, we could filter them into other RIM programs. Discussion continued and it was decided that we stay with our branding with 8 MHB counties.

3. **Resourcetaintment funding-** Tim stated that the MHB didn't receive funding from the Rural Sustainable Development Program, and showed the board the proposed budget to them. He said that \$1500 dollars of that funding was to develop a survey that is consistent with Minnesota Tourism. That would help us get a visitor profile and economic development questions. Discussion ensued and Comm. Kasper asked if we could get information from attendees about what would make this event better? Tim said he would talk with Aitkin County about this. **M/S (Kasper/VanKempen) to approve of using MHB money to fund survey development costs. Motion carried unanimously.**
4. **DNR Discussion about Increased Funding-** Tim provided the board with an email sent from DNR Assistant Commissioner Bob Meier about the process for raising our base from \$124K per year to \$175K per year. He said it would require a Bill along with DNR support which DNR would help us with in the summer and fall months. It also stated that it would be essential for counties to increase their support as well. Tim said he discussed this with Comm. Van Kempen earlier and there was some talk about increasing county support from \$1500 to \$3000. **M/S (Newland/Smith) to approve of Tim sending a letter to county administrators to request more funding in 2025 contingent upon an increase. Motion carried unanimously.** Comm. Van Kempen said to send him a copy of the email before it is sent out for review. Marcel Noyes said that it might be important to put something in the letter of how the money would be used.

Executive Directors Report

1. Marcel Noyes mentioned to the board if it would be possible for Tim to attend the Laporte Days. He said over 300 people and there are some booth spaces available for MHB to represent themselves. MHB said it was okay for him to attend.
2. Tim returned a call to an Aitkin County landowner to discuss the "island concept" with him. The island concept is that small pimples of land by the Mississippi river that are higher in elevation than the FEMA floodplain were created in Aitkin County for a structure to be built in that area. The landowner asked if we had minutes on this concept, and Tim replied that he didn't as it was most likely created by FEMA. Tim stated that this will be a variance in future months if it is passed at the local level.
3. Tim held an exploratory meeting with Megan Christiansen from Visit Grand Rapids. They discussed how Minnesota Traditions could be a content delivery mechanism for Resourcetaintment events that promote the Miss. River and headwaters lakes as well as tourism of the area. A meeting will be held with her in August to discuss a potential partnership with the Great River Road and resourcetaintment events.

4. Tim attended the Aitkin Paddle Your Glass Off event and interviewed attendees and they said their favorite part about the trip was the tranquility of the trip and not being able to see houses on the Mississippi river. One hundred people attended, and Tim produced organic content from the event which will be shown on social media.

County & Legislative Updates

None

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

Ted Van Kempen, Chairman of the Board

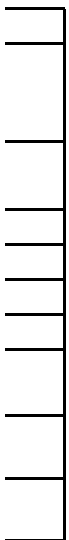
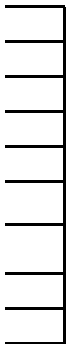
Executive Director Tim Terrill

June SFY'24 Budget Summary		YTD spending/rei mbursement	Projected Budget	% of budget spent	
<u>Revenues:</u>	Monthly Amount				Notes
Governor's DNR grant (53290)		\$ 122,494.69	\$ 117,800.00	103.99%	non competitive quarterly reimbursement
LSOHC grant (53290)	\$ 2,423.63	\$ 7,506.04	\$ 8,000.00	93.83%	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)		\$ 12,000.00	\$ 12,000.00	100.00%	8 county support
Total	\$ 2,423.63	\$ 35,770.84	\$ 40,242.00		
<u>Expenses:</u>	Monthly Amount				Notes
Salaries/Benefits					
FICA/Med/PERA/LIFE/LTD/Hlth/ WC(61000)	\$ 9,001.66	\$ 113,683.84	\$ 116,691.00	97.42%	reimbursed by Gov. DNR grant
MCIT insurance/work comp/liability (61500)		\$ 2,563.00	\$ 2,563.00	100.00%	reimbursed by Gov. DNR grant
MHB board Per Diem (62680)		\$ 2,750.00	\$ 2,300.00	119.57%	reimbursed by Gov. DNR grant
Hotel/Meals/travel exp. (63340)	\$ 11.31	\$ 348.58	\$ 1,000.00	34.86%	reimbursed by Gov. DNR grant
Commissioner Mileage (62720)		\$ 2,921.68	\$ 2,500.00	116.87%	reimbursed by Gov. DNR grant
Employee Mileage (63320)	\$ 194.37	\$ 4,268.16	\$ 3,500.00	121.95%	reimbursed by Gov. DNR grant
Professional Services (62990)	\$ 10,000.00	\$ 26,287.07	\$ 35,000.00	75.11%	Crow Wing SWCD gully project
Office supplies/operations (64090)	\$ 168.43	\$ 2,689.42	\$ 2,500.00	107.58%	telephone, printer ink, computer battery
Training & Registration Fees (63380)		\$ 400.00	\$ 800.00	50.00%	
Total	\$ 19,375.77	\$ 155,911.75	\$ 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 2024 06 TO 2024 06

ORG YR/PR	OBJECT PROJ JNL EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	53290	Natural Resources							
						REVISED BUDGET			.00
						PER 01	-999.88	-999.88	
						PER 02	-42,936.41	-43,936.29	
						PER 05	-29,331.01	-73,267.30	
24/06	823 06/20/24	GNI					-12,332.59	-85,599.89	
	ST OF MN	HEADWATERS	HABITAT	CORRIDOR	PR				
		LEDGER BALANCES --- DEBITS:		.00		CREDITS:	-85,599.89	NET:	-85,599.89
74830	61000	Salaries & Wages - Regular							
						REVISED BUDGET			.00
						PER 01	5,976.55	5,976.55	
						PER 02	6,394.92	12,371.47	
						PER 03	6,215.62	18,587.09	
						PER 04	6,215.62	24,802.71	
						PER 05	9,323.41	34,126.12	
24/06	495 06/14/24	PRJ PR0614	1240614	1240614	1240		3,107.81	37,233.93	
	PAY061424	WARRANT=240614	RUN=1	BI-WEEKL					
24/06	1203 06/28/24	PRJ Pr0628	1240628	1240628	1240		3,107.81	40,341.74	
	Pay062824	WARRANT=240628	RUN=1	BI-WEEKL					
		LEDGER BALANCES --- DEBITS:		40,341.74		CREDITS:	.00	NET:	40,341.74
74830	61200	Active Insurance							
						REVISED BUDGET			.00
						PER 01	1,894.86	1,894.86	
						PER 02	1,894.86	3,789.72	
						PER 03	1,895.48	5,685.20	
						PER 04	1,896.72	7,581.92	
						PER 05	1,895.48	9,477.40	
24/06	495 06/14/24	PRJ PR0614	1240614	1240614	1240		936.41	10,413.81	
	PAY061424	WARRANT=240614	RUN=1	BI-WEEKL					
24/06	1203 06/28/24	PRJ Pr0628	1240628	1240628	1240		959.07	11,372.88	
	Pay062824	WARRANT=240628	RUN=1	BI-WEEKL					
		LEDGER BALANCES --- DEBITS:		11,372.88		CREDITS:	.00	NET:	11,372.88
74830	61300	Employee Pension & FICA							
						REVISED BUDGET			.00
						PER 01	865.81	865.81	
						PER 02	929.18	1,794.99	

ACCOUNT DETAIL HISTORY FOR 2024 06 TO 2024 06

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
							PER 03		896.29	2,691.28	
							PER 04		890.56	3,581.84	
							PER 05		1,361.40	4,943.24	
24/06	495	06/14/24	PRJ	PR0614	1240614	1240614	1240		445.28	5,388.52	
	PAY061424	WARRANT=240614		RUN=1	BI-WEEKL						
24/06	1203	06/28/24	PRJ	Pr0628	1240628	1240628	1240		445.28	5,833.80	
	Pay062824	WARRANT=240628		RUN=1	BI-WEEKL						
	LEDGER BALANCES --- DEBITS:				5,833.80		CREDITS:		.00	NET:	5,833.80
74830	62100	Telephone									
							REVISED BUDGET				.00
							PER 01		61.54	61.54	
							PER 02		61.64	123.18	
							PER 03		61.62	184.80	
							PER 04		61.74	246.54	
							PER 05		61.93	308.47	
24/06	500	06/18/24	API	006205		218022	38083		7.01	315.48	
	W C061824	COUNTY WIDE PHONE BILL				CONSOLIDATED TELECOM					
24/06	1203	06/28/24	PRJ	Pr0628	1240628	1240628	1240		55.00	370.48	
	Pay062824	WARRANT=240628		RUN=1	BI-WEEKL						
	LEDGER BALANCES --- DEBITS:				370.48		CREDITS:		.00	NET:	370.48
74830	62990	Prof. & Tech. Fee - Other									
							REVISED BUDGET				.00
							PER 01		16,443.40	16,443.40	
							PER 02		525.00	16,968.40	
							PER 03		525.00	17,493.40	
							PER 04		81,377.96	98,871.36	
							PER 05		525.00	99,396.36	
24/06	260	06/03/24	API	100171		217377	1956293		10,000.00	109,396.36	
	W A060424	CW FUNDING REQUEST				CROW WING SWCD					
24/06	1554	06/30/24	GEN						525.00	109,921.36	
	RECURRING	FINANCIAL SERVICE									
	LEDGER BALANCES --- DEBITS:				109,921.36		CREDITS:		.00	NET:	109,921.36
74830	63320	Employee Mileage									
							REVISED BUDGET				.00
							PER 01		479.54	479.54	
							PER 02		367.16	846.70	

ACCOUNT DETAIL HISTORY FOR 2024 06 TO 2024 06

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
							PER 03		349.47	1,196.17	
							PER 04		363.94	1,560.11	
							PER 05		180.36	1,740.47	
24/06	1438	06/20/24	GNI						7.77	1,748.24	
	WF	OOP	EROSION GULLY MILEAGE								
			TIM TERRILL-CHECKED EROSION GULLY								
24/06	1438	06/20/24	GNI						82.41	1,830.65	
	WF	OOP	GR ADVISORY MTG								
			TIM TERRILL-GR ADVISORY MEETING								
24/06	1438	06/20/24	GNI						33.17	1,863.82	
	WF	OOP	ACUB MEETING								
			TIM TERRILL-ACUB STRATEGIC PLANNING MEETING								
24/06	1438	06/20/24	GNI						71.02	1,934.84	
	WF	OOP	MHB MEETING								
			TIM TERRILL-MHB MONTHLY MEETING								
			LEDGER BALANCES --- DEBITS:			1,934.84		CREDITS:	.00	NET:	1,934.84
74830	63340		Hotel & Meals Travel Expense					REVISED BUDGET			.00
							PER 01		10.68	10.68	
							PER 03		11.20	21.88	
24/06	1686	06/21/24	GNI						11.31	33.19	
	BREMPCARD	meal	TIM TERRILL - 252 HARDEES WALKER - meal								
			LEDGER BALANCES --- DEBITS:			33.19		CREDITS:	.00	NET:	33.19
74830	64090		Office supplies					REVISED BUDGET			.00
							PER 05		10.67	10.67	
24/06	1686	06/21/24	GNI						42.95	53.62	
	BREMPCARD	computer battery	TIM TERRILL - SQ *WATT COMPUTER SOLUTION - computer battery								
24/06	1686	06/21/24	GNI						63.47	117.09	
	BREMPCARD	printer ink	TIM TERRILL - WAL-MART #1654 - printer ink								
			LEDGER BALANCES --- DEBITS:			117.09		CREDITS:	.00	NET:	117.09
			GRAND TOTAL --- DEBITS:			169,925.38		CREDITS:	-85,599.89	NET:	84,325.49

18 Records printed

** END OF REPORT - Generated by Matthew Donley **



PROTECTING THE FIRST 400 MILES

IMMEDIATE PRESS RELEASE 6/1//24

Media Contact

Tim Terrill

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www.mississippiheadwaters.org

322 Laurel St.

Brainerd, MN 56401

Mississippi Headwaters Board Approves of funding to Help Brainerd Resident Stop Gully Erosion

The Miss. Headwaters Board (MHB) approved \$10,000 of funding to help heal a large gully South of Brainerd which is yielding 104 pounds of phosphorus and 123 tons of sediment directly to the Mississippi river. Adam Maliski, Crow Wing Soil & Water Conservation District technician, supplied the board with pictures of the gully and said that the site will install two infiltration basins and create a step-down riffle pool design plan to reduce soil from entering the Mississippi river. This will meet the state priorities to restore impaired waters that are close to meeting state water quality standards; and restore and protect the water resources for public use, public health, and drinking water. The project will use native vegetation to preserve the aesthetic view for boaters, kayakers, and canoeists. This is an example of how the MHB can partner with local agencies to help protect our beautiful Mississippi river.

Planning and Zoning

A7a24- Esler Variance

App#2024-001378
Meeting Date - July 3, 2024
Date Of Completion - June 4, 2024
60 Day Deadline - August 2, 2024



6. Variance Variance App. # 2024-001378, UID # 211452
App. Status: Pending Review

Aitkin County Planning & Zoning / Environmental Services
307 Second St. NW Room 219
Aitkin, MN 56431
Phone: 218-927-7342
Fax: 218-927-4372
Email: aitkinpz@co.aitkin.mn.us

Contact Information

If we have questions on the application who should we contact?	Name:
	ed e esler
	Phone:
	(218) 408 - 1408
	Email Address:
	indianed1@hotmail.com
	Mailing Address:
	37892 430 PL
	Aitkin MN 56431
Are you the property owner?	<u>Yes</u>

Property Location

Property:	Property Location			Legal Description			Property Attributes		Owner Information	Tax Payer Information
	Parcel Number	Property Address	Township or City Name	Legal Description	Plat Name	Section-Township-Range	Lake Class	Lake Name	Owner Name(s)	Taxpayer Name(s)
	01-0-034000	37892 430th PI AITKIN, MN 56431	AITKIN TWP	(NW NE) LOT 8		S:16 T:47 R:27	RIV	Mississippi River	ESLER, EDWIN E & LORI J TRUSTEES	ESLER, EDWIN E & LORI J TRUSTEES
Driving directions to the proposed project from Aitkin:	eagle street go west for 3 mile to 430 place drive one on dirt road to the end									
Is the above parcel located in the Shoreland Zoning District?	<u>Yes</u>									


Detailed Narrative

Enter a Detailed Narrative (If you have a prepared narrative please state "See attached" and attach the document below):	building new home along the Mississippi river and tearing down old home is located in Mississippi Island concept
Provide the Ordinance(s) and the Section(s) of the Ordinance(s) from which you are requesting a variance:	ohwl set back section 1
Are you requesting a variance to a road right-of-way setback in one of these Townships? Fleming, Glen, Lakeside, Pliny, Shamrock, Wagner	<u>No</u>

Supplemental Data

Attach completed form here:	File 1:  2372_001.pdf
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A Scaled Drawing or Survey

<p>Scaled Drawing or Survey Checklist:</p>	<p><u>Location and dimensions for all lot lines.</u></p> <p><u>Location and dimensions of all existing and proposed structures/additions.</u></p> <p><u>Location and depth of all existing and proposed wells within 100 feet of the property.</u></p> <p><u>Location and dimensions of all existing and proposed septic system components (septic tank, septic drainfield).</u></p> <p><u>Location and dimensions of all existing and proposed driveways, road right-of-ways, and easements.</u></p> <p><u>If topography is unusual, show elevations and location of bluffs, steep slopes, wetlands, etc.</u></p> <p><u>Indicate all setback distances for items listed above: ordinary high water level of lakes or rivers, lot lines, road right-of-ways, etc.</u></p>
<p>Attach a Scaled Drawing or Survey:</p>	<p>File 1:  2371_001.pdf</p>

Certificate of Septic Compliance

<p>Please attach a copy of one of the following:</p> <ul style="list-style-type: none"> - A current compliance inspection on the existing septic system. - A design for a new/replacement septic system. 	<p>File 1:  2376_001.pdf</p>
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Shoreland Performance Worksheet

<p>Complete the Shoreland Performance Worksheet and attach here:</p>	<p>File 1:  2373_001.pdf</p>
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Standard Erosion Control Plan

Attach the completed
Standard Erosion Control
Plan here:

File 1:  [2384_001.pdf](#)

Property Deed

Attach the property deed(s):

File 1:  [2389_001.pdf](#)

Terms**General Terms**

The landowner or authorized agent hereby certifies that to the best of their knowledge the application and supporting documents are a factual representation of the proposed project. The landowner or authorized agent agrees that, in making application, the landowner grants permission to Aitkin County, at reasonable times, to enter the property to determine compliance of the application with applicable Local, County or State Ordinances or Statutes. It is the applicant's responsibility to contact other Local, County or State agencies to ensure the applicant has complied with all relevant Local, County or State Ordinances or Statutes.

Submittal of the above materials does not always constitute a complete application. Other information may be necessary to complete the application based on the type of request and onsite inspection.

I acknowledge that by submitting this application, the application and its attachments are public information.

Invoice #60708 (06/03/2024) Expected Payment Method: Check to be mailed

Charge	Cost	Quantity	Total
Recording Fee added 06/03/2024 8:30 AM \$46 Flat Fee	\$46.00	x 1	\$46.00
Variance added 06/03/2024 8:31 AM \$650 Flat Fee	\$650.00	x 1	\$650.00
Grand Total			
Total			\$696.00
Payment 06/03/2024			\$696.00
Due			\$0.00

Results [\(Go to top\)](#)

Signature accepted

Failed to send [Variance Ready for Action](#) notification to:

Approvals

Approval	Signature
Applicant	online submittal - 06/04/2024 8:25 AM - witnessed by Kim Burton 41072452957bf042bf2f15c72cb934b3 2d55c362124253bb81118915e0033aee
#1 Admin	Kim Burton - 06/06/2024 9:22 AM ee47456300eab63077dc81c4eb19f58d 9560e8606a5281648853e6ff212397d9
#2 Board of Adjustment	

[Public Notes](#)

Text:	<div></div>
File(s):	<div></div>

Admin Checklist

This review has been started by:	<div>-Select One- ▼</div>
Zoning District of project location:	<div>*Please Select* ▼</div>
Project located in the floodplain?	<div>-Select One- ▼</div>
Is the parcel a Lot of Record before 1-21-92 or have alternate sites been identified?	<div>-Select One- ▼</div>
Is this an after-the-fact application?	<div>-Select One- ▼</div>

Numbers

	Current Number	Next from Sequence
UID #	211452	<i>not applicable</i>
App. #	<input type="text" value="2024-001378"/>	<input type="button" value="««"/> 2024-001390
Permit #	<input type="text"/>	<input type="button" value="««"/> 2024-0404

Print View

PART I: SUPPLEMENTAL DATA TO VARIANCE APPLICATION

Aitkin County Environmental Services

307 Second St. NW, Room 219, Aitkin, MN 56431

Phone: 218.927.7342 Fax: 218.927.4372

www.co.aitkin.mn.us

Note: Place an "X" by each item below that applies to your variance request. Then, fill out **only** the applicable following section(s) that apply, as directed. **If a section does not apply to your request, leave it blank.**

What is the reason(s) for applying for the variance? Place an "X" by each applicable item.

- ☒ Setback issues for a proposed new structure: **Complete Section 1**
- ☐ Setback issues for an alteration to an existing nonconforming structure: **Complete Section 2**
- ☐ Setback issues for a septic system: **Complete Section 3**
- ☐ Land alteration: **Complete Section 4**
- ☐ Creating a lot not in conformance with the minimum Ordinance standards: **Complete Section 5**
- ☐ Other: attach separate sheet explaining variance request

Section 1 – New Structure(s)

Check all that apply and fill in requested information:

- | | |
|--|--|
| <input type="checkbox"/> Basement | <input type="checkbox"/> One Story Level |
| <input type="checkbox"/> Crawlspace | <input checked="" type="checkbox"/> Story-and-a-Half Level |
| <input type="checkbox"/> Walk-out Basement | <input type="checkbox"/> 2 nd Story Level |
- Proposed # of Bedrooms 2 Proposed Structure Height ft.
- Existing Total Building Coverage 1 % Proposed Total Building Coverage 1 %
- Existing Total Impervious Surface Coverage 1.2 % Proposed Total Impervious Surface Coverage 1.2 %

"Building Coverage" means the ground surface covered by any building or appurtenance, including, but not limited to, decks, platforms, overhangs and projections therefrom, outdoor furnaces, fishhouses, sheds, carports, lean-to's, or any similar building. –as per the Aitkin County Shoreland Management Ordinance.

"Impervious surface coverage" means any structure, facility or surface that sheds water including structures and facilities, sewage treatment system absorption areas (equal to 190 sq.ft./bedroom), retaining walls, and roadway surfaces and parking areas. Impervious surface does not include eaves of two feet and less. – Per the Aitkin Count Shoreland Management Ordinance.

Itemized square footage of proposed structure(s):

32x38-Res. + 32x10 Deck

Check the item(s) from which you are requesting a variance and fill in the proposed setback distance. * Setbacks are measured to the nearest point on a structure which can be the eave overhang or an attached deck/platform.

Proposed Structure Type (indicate with or without living quarters) _____

_____ Ordinary High Water Level (OHWL)	Proposed Setback _____ ft.
_____ Property Line	Proposed Setback _____ ft.
_____ Road Right-of way __ Twp __ Co. __ State	Proposed Setback _____ ft.
_____ Bluff	Proposed Setback _____ ft.
_____ Other: _____	Proposed Setback _____ ft.

Section 2 – Alteration(s) to Existing Nonconforming Structure(s)

Check all that apply and fill in requested information:

Existing Structure

_____ Basement
_____ Crawlspace
_____ Walk-out Basement
_____ One Story Level
_____ Story-and-a-Half Level
_____ 2nd Story Level

Existing Structure Height _____ ft.
Existing # of Bedrooms _____
Existing Building Coverage _____ %
Existing Total Impervious Surface Coverage _____ %

Proposed Addition(s)

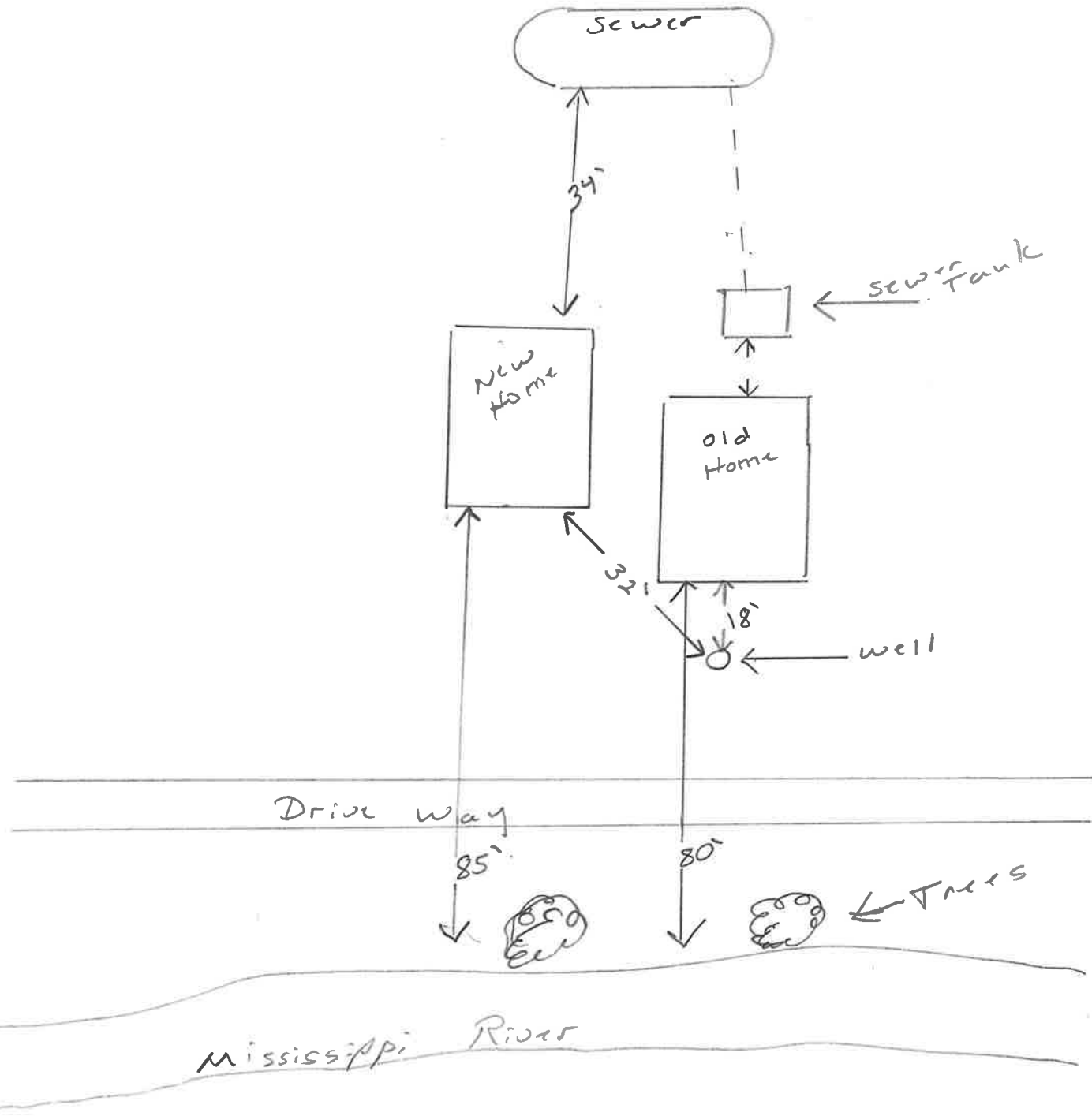
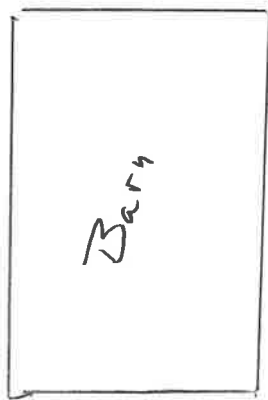
_____ Basement
_____ Crawlspace
_____ Walk-out Basement
_____ One Story Level
_____ Story-and-a-Half Level
_____ 2nd Story Level

Proposed Addition(s) Height _____ ft.
Final # of bedrooms after remodel _____
Proposed Building Coverage _____ %
Proposed Total Impervious Surface Coverage _____ %

“Building Coverage” means the ground surface covered by any building or appurtenance, including, but not limited to, decks, platforms, overhangs and projections therefrom, outdoor furnaces, fishhouses, sheds, carports, lean-to’s, or any similar building. –as per the Aitkin County Shoreland Management Ordinance.

“Impervious surface coverage” means any structure, facility or surface that sheds water including structures and facilities, sewage treatment system absorption areas (equal to 190 sq.ft./bedroom), retaining walls, and roadway surfaces and parking areas. Impervious surface does not include eaves of two feet and less. – Per the Aitkin Count Shoreland Management Ordinance.

Itemized square footage of proposed structure(s):





Septic System Compliance Inspection – Existing System

Date: 4/25/2024

Property Owner: ESLER, EDWIN E & LORI J

Ordered By: ESLER, ED

Address: 37892 430TH PL AITKIN MN 56431

Property ID: 01-0-034000

Inspector: Raini Kohl

A compliance inspection was performed at the above location. Soil evaluation was conducted to determine the level of seasonal saturated soil. The Soil Treatment Area (Drain field) was also inspected to ensure there was no ponding or leaking. The septic tank was pumped and inspected. This onsite system was found to be **Compliant.**

- **Impact On Public Health:**
System is Compliant
- **Tank Integrity:**
Tank(s) are compliant
- **Other Compliance Conditions:**
None
- **Soil Separation**
Soils are compliant
- **Operating Permit and Nitrogen BMP**
NA

I have included a copy of the compliance documents for your record. I have also sent a copy to Aitkin County for their records. If you have any questions, please do not hesitate to give us a call.

Thanks!

Tim Woodrow
Owner

218-927-6175

218-927-6175

1037 1st St. NW Aitkin, MN 56431

WWW.TIMBERLAKESSEPTIC.COM



DISCLAIMER:

The septic system inspection conducted for this property meets MPCA requirements for existing systems.

We recommend this system to be serviced and evaluated at least every 36 months by a septic professional.

Any additions to the home or increased use of the home may require an increase in system capacity.

1. Compliance Requirements evaluated as part of this inspection include the verification that the system tanks do not leak below the designed operating depth, the required separation between the bottom of the subsurface distribution medium and the seasonally saturated soils if applicable, no discharge of septage/effluent to the ground surface or surface water and no imminent safety hazards exist. Timber Lakes Septic Inc does not inspect interior pumps, plumbing, or associated components.
2. Certification of this system does not warranty future use beyond the date of inspection. Any system, new or old, can be hydraulically overloaded and discharge to ground surface as a result of increase use (more people in house, faulty plumbing fixtures, change in habits, groundwater infiltration etc), improper maintenance, tree roots, freezing conditions, surface drainage problems, etc. The system can also stop working simply due to its age. The life expectancy of a system is variable and dependent upon the items previously listed. Proper maintenance and water conservation will help contribute to a longer system life.
3. A compliance inspection is not meant to be a test or inspection of longevity of the system. A compliance inspection is for the purpose of verifying if the system is protective of public health and safety as well as protecting the ground water at the date and time the inspection was performed. This inspection is not intended to determine if the system was originally designed or installed to past or present MPCA/Local Government Unit Code requirements. This inspection is not intended to determine if the system was designed and/or installed to support the anticipated flow from buildings as the use of the buildings may have changed since the original design was completed. These changes may include additional bedrooms, occupants, increased use, etc. In addition, this inspection is not intended to determine the quality of the original system design, quality of the construction practices during installation, or quality of materials used.
4. Timber Lakes Septic Inc. has not been retained to warranty, guarantee, or certify the proper functioning of the ISTS system for any period of time beyond the date of inspection or into the future. There are numerous factors which may affect the proper operation of a ISTS System and the inability of Timber Lakes Septic to supervise or monitor the use or maintenance of the ISTS System, the Compliance Report shall not be construed as a warranty or guarantee of future system performance.
5. By accepting this report, the client understands that Timber Lakes Septic will not be responsible for any monetary damages exceeding the fee for services provided.
6. This Report is prepared for the person or rep of the person providing payment for the fees charged.

Compliance inspection report form

Existing Subsurface Sewage Treatment System (SSTS)

Doc Type: Compliance and Enforcement

Instructions: Inspector must submit completed form to Local Governmental Unit (LGU) and system owner within 15 days of final determination of compliance or noncompliance. Instructions for filling out this form are located on the Minnesota Pollution Control Agency (MPCA) website at <https://www.pca.state.mn.us/sites/default/files/wq-wwists4-31a.pdf>.

Property information

Local tracking number: _____

Parcel ID# or Sec/Twp/Range: 01-0-034000 Reason for Inspection Permit

Local regulatory authority info: Aitkin County

Property address: 37892 430TH PL AITKIN MN 56431

Owner/representative: ESLER, ED Owner's phone: 21-850-1408

Brief system description: 1000 Septic, 350 Lift to a 10x40 mound

System status

System status on date (mm/dd/yyyy): 04/25/2024

☒ **Compliant – Certificate of compliance***

(Valid for 3 years from report date unless evidence of an imminent threat to public health or safety requiring removal and abatement under section 145A.04, subdivision 8 is discovered or a shorter time frame exists in Local Ordinance.)

***Note: Compliance indicates conformance with Minn. R. 7080.1500 as of system status date above and does not guarantee future performance.**

☐ **Noncompliant – Notice of noncompliance**

Systems failing to protect ground water must be upgraded, replaced, or use discontinued within the time required by local ordinance.

An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance or under section 145A.04 subdivision 8.

Reason(s) for noncompliance (check all applicable)

- ☐ Impact on public health (Compliance component #1) – *Imminent threat to public health and safety*
- ☐ Tank integrity (Compliance component #2) – *Failing to protect groundwater*
- ☐ Other Compliance Conditions (Compliance component #3) – *Imminent threat to public health and safety*
- ☐ Other Compliance Conditions (Compliance component #3) – *Failing to protect groundwater*
- ☐ System not abandoned according to Minn. R. 7080.2500 (Compliance component #3) – *Failing to protect groundwater*
- ☐ Soil separation (Compliance component #5) – *Failing to protect groundwater*
- ☐ Operating permit/monitoring plan requirements (Compliance component #4) – *Noncompliant - local ordinance applies*

Comments or recommendations

Certification

I hereby certify that all the necessary information has been gathered to determine the compliance status of this system. No determination of future system performance has been nor can be made due to unknown conditions during system construction, possible abuse of the system, inadequate maintenance, or future water usage.

By typing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.

Business name: Timber Lakes Septic Service Certification number: C2703

Inspector signature: Raini Kohl License number: L455

(This document has been electronically signed)

Phone: 218-927-6175

Necessary or locally required supporting documentation (must be attached)

- ☒ Soil observation logs
- ☐ System/As-Built
- ☐ Locally required forms
- ☒ Tank Integrity Assessment
- ☐ Operating Permit
- ☐ Other information (list): _____

Property Address: 37892 430TH PL AITKIN MN 56431

Business Name: Timber Lakes Septic Service

Date: 04/25/2024

1. Impact on public health – Compliance component #1 of 5

Compliance criteria:

System discharges sewage to the ground surface

☐ Yes* ☒ No

System discharges sewage to drain tile or surface waters.

☐ Yes* ☒ No

System causes sewage backup into dwelling or establishment.

☐ Yes* ☒ No

Any "yes" answer above indicates the system is an imminent threat to public health and safety.

Describe verification methods and results:

Attached supporting documentation:

☐ Other: _____

☐ Not applicable

2. Tank integrity – Compliance component #2 of 5

Compliance criteria:

System consists of a seepage pit, cesspool, drywell, leaching pit, or other pit?

☐ Yes* ☒ No

Sewage tank(s) leak below their designed operating depth?

☐ Yes* ☒ No

If yes, which sewage tank(s) leaks:

Any "yes" answer above indicates the system is failing to protect groundwater.

Describe verification methods and results:

Attached supporting documentation:

☐ Empty tank(s) viewed by inspector

Name of maintenance business: _____

License number of maintenance business: _____

Date of maintenance: _____

☒ Existing tank integrity assessment (Attach)

Date of maintenance 4/22/2024

(mm/dd/yyyy):

(must be within three years)

(See form instructions to ensure assessment complies with Minn. R. 7082.0700 subp. 4 B (1))

☐ Tank is Noncompliant (pumping not necessary – explain below)

☐ Other: _____

Property Address: 37892 430TH PL AITKIN MN 56431

Business Name: Timber Lakes Septic Service

Date: 04/25/2024

3. Other compliance conditions – Compliance component #3 of 5

3a. Maintenance hole covers appear to be structurally unsound (damaged, cracked, etc.), or unsecured?

☐ Yes* ☒ No ☐ Unknown

3b. Other issues (electrical hazards, etc.) to immediately and adversely impact public health or safety? ☐ Yes* ☒ No ☐ Unknown

**Yes to 3a or 3b - System is an imminent threat to public health and safety.*

3c. System is non-protective of ground water for other conditions as determined by inspector?

☐ Yes* ☒ No

3d. System not abandoned in accordance with Minn. R. 7080.2500?

☐ Yes* ☒ No

**Yes to 3c or 3d - System is failing to protect groundwater.*

Describe verification methods and results:

Attached supporting documentation: ☐ Not applicable ☐

4. Operating permit and nitrogen BMP* – Compliance component #4 of 5 ☒ Not applicable

Is the system operated under an Operating Permit?

☐ Yes ☐ No **If "yes", A below is required**

Is the system required to employ a Nitrogen BMP specified in the system design? ☐ Yes ☐ No

If "yes", B below is required

BMP = Best Management Practice(s) specified in the system design

If the answer to both questions is "no", this section does not need to be completed.

Compliance criteria:

a. Have the operating permit requirements been met?

☐ Yes ☐ No

b. Is the required nitrogen BMP in place and properly functioning?

☐ Yes ☐ No

Any "no" answer indicates noncompliance.

Describe verification methods and results:

Attached supporting documentation: ☐ Operating permit (Attach) ☐

Property Address: 37892 430TH PL AITKIN MN 56431

Business Name: Timber Lakes Septic Service

Date: 04/25/2024

5. Soil separation – Compliance component #5 of 5

Date of installation 8/28/1992 ☐ Unknown
(mm/dd/yyyy)

Shoreland/Wellhead protection/Food beverage lodging? ☒ Yes ☐ No

Compliance criteria (select one):

5a. For systems built prior to April 1, 1996, and not located in Shoreland or Wellhead Protection Area or not serving a food, beverage or lodging establishment: ☐ Yes ☐ No*

Drainfield has at least a two-foot vertical separation distance from periodically saturated soil or bedrock.

5b. Non-performance systems built April 1, 1996, or later or for non-performance systems located in Shoreland or Wellhead Protection Areas or serving a food, beverage, or lodging establishment: ☒ Yes ☐ No*

Drainfield has a three-foot vertical separation distance from periodically saturated soil or bedrock.*

5c. "Experimental", "Other", or "Performance" systems built under pre-2008 Rules; Type IV or V systems built under 2008 Rules 7080.2350 or 7080.2400 (Intermediate Inspector License required ≤ 2,500 gallons per day; Advanced Inspector License required > 2,500 gallons per day) ☐ Yes ☐ No*

Drainfield meets the designed vertical separation distance from periodically saturated soil or bedrock.

*Any "no" answer above indicates the system is failing to protect groundwater.

Describe verification methods and results:

Attached supporting documentation:

- ☒ Soil observation logs completed for the report
☐ Two previous verifications of required vertical separation
☐ Not applicable (No soil treatment area)
☐

Indicate depths or elevations

A. Bottom of distribution media	100
B. Periodically saturated soil/bedrock	Below 97.0'
C. System separation	>3.0'
D. Required compliance separation*	2.55'

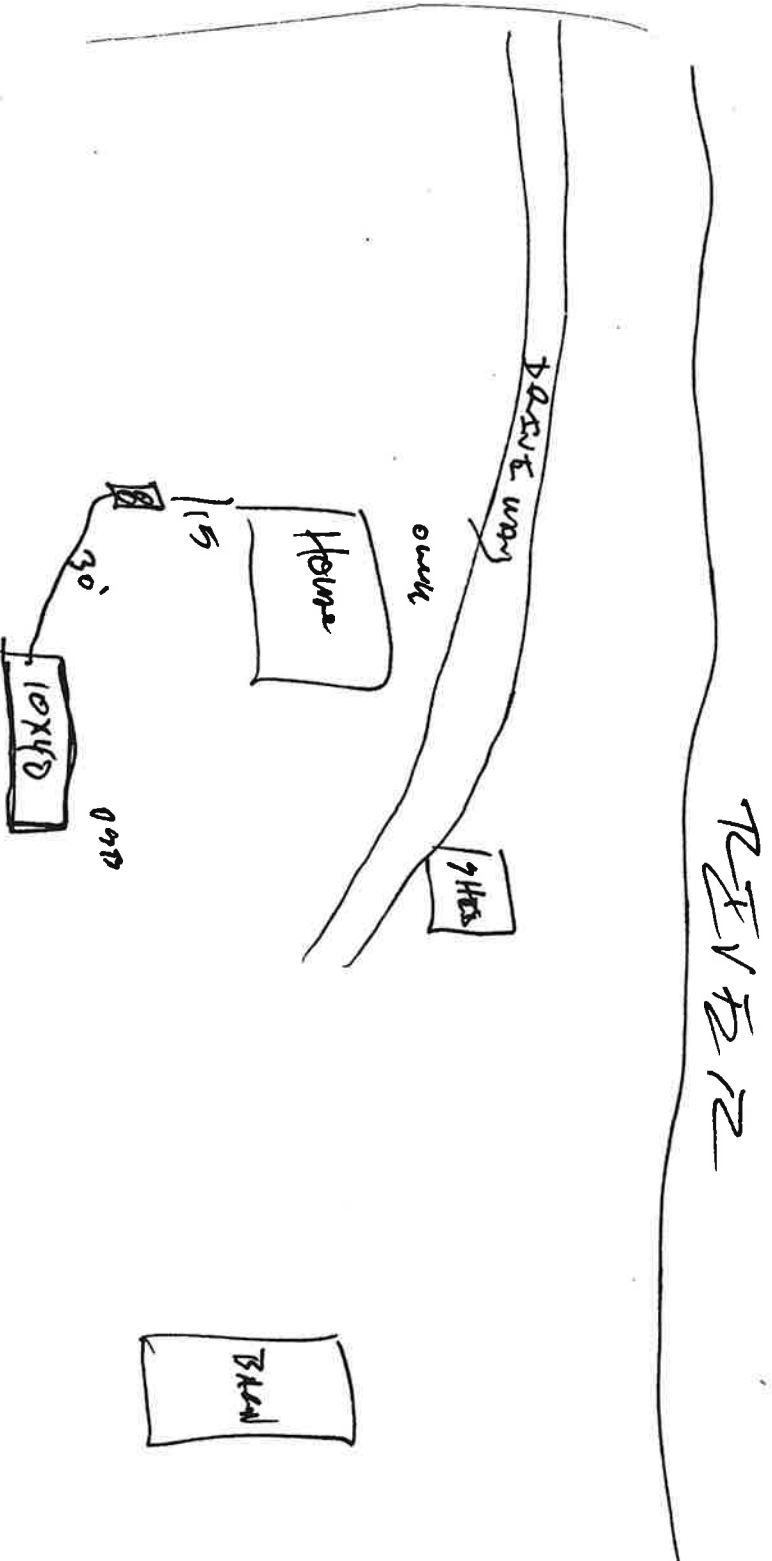
*May be reduced up to 15 percent if allowed by Local Ordinance.

Upgrade requirements: (Minn. Stat. § 115.55) An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance. If the system is failing to protect ground water, the system must be upgraded, replaced, or its use discontinued within the time required by local ordinance. If an existing system is not failing as defined in law, and has at least two feet of design soil separation, then the system need not be upgraded, repaired, replaced, or its use discontinued, notwithstanding any local ordinance that is more strict. This provision does not apply to systems in shoreland areas, Wellhead Protection Areas, or those used in connection with food, beverage, and lodging establishments as defined in law.

SKETCH SHEET AND SOIL BORING LOG



INSPECTOR: Raini Kohl	Equipment: Bucket Auger
DATE: 04/25/2024	Elevation of Limiting Layer: 96.6'
PID#: 01-0-034000	Vegetation: Mowed Grass
SITE ADDRESS: 37892 430TH PL. ATKIN MN 56431	Weather: Sunny & Clear
Benchmark (EL = 100'): Bottom of Rock in STA	



SOIL BORING #1			EL: 98.0'
DEPTH	TEXTURE	COLOR	
0-18"	Clay loam	10YR3/1	
18-20"	Clay loam	10YR6/8	
20+	Clay loam	10YR5/1	
Redox @ 20" El: 96.6'			

Sewage tank integrity assessment form**Subsurface Sewage
Treatment Systems (SSTS) Program**

Doc Type: Compliance and Enforcement

Purpose: This form may be used to certify the compliance status of the sewage tank components of the SSTS. **This form is not a complete SSTS inspection report, only a tank integrity assessment, and may only certify sewage tank compliance status when entirely completed and signed by a qualified professional.** SSTS compliance inspection report forms can be found at: <https://www.pca.state.mn.us/water/inspections>.

Instructions: This form may be completed, and signed, by a Designated Certified Individual (DCI) of a licensed SSTS inspection, maintenance, installation, or service provider business who personally conducts the necessary procedures to assess the compliance status of each sewage tank in the system. Only a licensed maintenance business is authorized to pump the tank for assessment. A copy of this information should be submitted to the system owner and be maintained by the licensed SSTS business for a period of five (5) years from the assessment date.

When this form is signed by a qualified certified professional, it becomes *necessary supporting documentation* to an Existing System Compliance Inspection Report: [Compliance inspection form - Existing system \(wq-wwists4-31b\)](https://www.pca.state.mn.us/water/inspections). This form can be found on the MPCA website at <https://www.pca.state.mn.us/water/inspections>.

The information and certified statement on this form is **required** when existing septic tank compliance status is determined by an individual other than the SSTS Inspector that submits an inspection report. This form represents a third party assessment of SSTS component compliance and is allowable under Minn. R. 7082.0700, subp. 4(B)(1). This form is valid for a period of three years beyond the signature date on this form unless a new evaluation is requested by the owner or owner's agent or is required according to local regulations. Additional Administrative Rule references for this activity can be found at Minn. R. 7082.0700, subp. 4(B),(C), and (D) and; Minn. R. 7083.0730(C).

Owner informationOwner/Representative Esler, EdProperty address: 37892 430th Place, Aitkin, MN 56431Local Regulatory Authority: Aitkin CountyParcel ID: 01-0-034000**System status**System status on date (mm/dd/yyyy): 4/19/2024☒ **Certificate of sewage tank compliance**☐ **Notice of sewage tank non-compliance****Compliance criteria:**

The SSTS has a seepage pit, cesspool, drywell, leaching pit, or other pit - "Failure to Protect Groundwater."

☐ Yes* ☒ No

The SSTS has a sewage tank that leaks below the designed operating depth - "Failure to Protect Groundwater."

☐ Yes* ☒ No

The SSTS presents a threat to public safety by reason of structurally unsound (damaged, cracked, or weak) maintenance hole cover(s) or lids or any other unsafe condition - "Imminent Threat to Public Health or Safety."

☐ Yes* ☒ No*Any "yes" answer above indicates sewage tank non-compliance.***Company information**Company name: Timber Lakes Septic Service IncBusiness license number: L455**Designated Certified Individual (DCI) information**Print name: Dan SwansonCertification number: C6023

I personally conducted the work described above as a Designated Certified Individual of a Minnesota-licensed SSTS inspection, maintenance, installation, or service provider Business. I personally conducted the necessary procedures to assess the compliance status of each sewage tank in this SSTS.

By typing/signing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.

Designated Certified Individual's signature: Dan Swanson*(This document has been electronically signed.)*Date (mm/dd/yyyy): 4/19/2024

AITKIN COUNTY SHORELAND PERFORMANCE

(Structure Placement Guidance)

A property should obtain a score of 100 or more to meet performance standard requirements. A conforming lot is assigned a score of 100. A lot is deemed conforming when the structure meets the required setbacks to the protected water as specified in the Aitkin County Shoreland Management Ordinance (SMO). A structure that fails to meet this definition is considered non-conforming.

To determine the level of non-conformance and score (See Reference Table):

- 1) Determine the DNR classification of the protected water on the lot (SMO-4.13 & 4.14) 1: Tributary
- 2) Determine the required "Structure Setback" to that classification of water (SMO 5.2) 2: 150
- 3) Determine the "Actual Setback" of the structure by measuring the closest part of the structure to the protected water, bluff, right-of-way, property line, etc. for which a variance is sought 3: 85
- 4) Enter the corresponding 'Score Multiplier' 4: 0.667
- 5) Pre-mitigation 'Lot Score': Determine the percentage of the encroachment as it relates to the standard setback by multiplying the Actual Setback with the 'Score Multiplier' (Note: round to the nearest whole number) 5: 57

Reference Table: Performance Multipliers for structures, septs, bluff, and sidelots in Aitkin County.

Protected Waters Type (DNR Classification; SMO 4.13-4.14)	Required Structure Setback	Score Multiplier Structures	Required Septic Setback	Score Multiplier Septic	Score Multiplier Bluff (30' setback)	Score Multiplier Sidelot (10' setback)
General Development Lake	75'	1.333	75'	1.333	3.33	10.000
Recreational Development Lake	100'	1.000	75'	1.333		
Natural Environment Lake	150'	0.667	150'	0.667		
Mississippi River	150'	0.667	125'	0.800		
Tributary Stream	100'	1.000	75'	1.333		
Forested Stream	150'	0.667	100'	1.000		
Remote Stream	200'	0.500	150'	0.667		

Mitigation: To bring a non-conforming structure to a score of 100 the landowner conducts and maintains one or more of the below listed mitigating activities:

- A) Zone A(1): Plant and/or maintain a 12.5' wide natural vegetated buffer zone adjacent to the OHW and record deed restrictions to maintain vegetation in its natural state, prohibit mowing or vegetation removal.* Water access as defined in the Shoreland Management Ordinance is allowed (Section 5.31.B.2.c) 15 points
- Zone A(2): Plant and/or maintain a 25' wide natural vegetated buffer zone adjacent to the OHW and record deed restrictions to maintain vegetation in its natural state, prohibit mowing or vegetation removal.* Water access as defined in the Shoreland Management Ordinance is allowed (Section 5.31.B.2.c) 30 points
- B) Zone B: Plant and/or maintain an additional 12.5' wide natural vegetated buffer zone between Zone A landward. Record deed restrictions to maintain vegetation in its natural state, prohibit mowing or vegetation removal.* A ten-foot (10') access path is allowed. 20 points
- C) Zone C: Plant and/or maintain an additional 12.5' wide natural vegetated buffer zone between Zone B landward. Record deed restrictions to maintain vegetation in its natural state, prohibit mowing or vegetation removal.* A ten-foot (10') access path is allowed. 10 points
- D) Construction of rain garden(s) to Wisconsin DNR Manual specifications 20 points
- E) Removal of all other structures that do not meet the standard building setbacks, including water oriented structures 20 points
- F) Removal of impervious surfaces to at least half ordinance limits (SMO 5.52.A) 10 points
- G) Removal of fill all placed in historic wetlands and guarantee of no future wetland fill recorded on deed 10 points
- H) Re-vegetate bluff or steep slopes* and provide screening of structures from the lake. 10 points
- I) Diversion of all water runoff from impervious surfaces away from the lake into retention ponds, subsurface drains, wetlands, etc. with no outlet to the lake or tributary 10 points
- J) Existing conditions may apply on the property that warrant credit To be determined by P&Z

Final Score = Pre-mitigation Lot Score (Line 5) 57 + Mitigation Totals (Lines A-I) 30 = 87

*Note: Plant materials for vegetative buffers shall be native to northern Minnesota. For every 5,000 square feet of buffer area, there shall be a minimum of four types of trees, six types of shrubs, seven forbs, and three grasses planted to achieve a one plant per square foot minimum coverage. Survival of all plants must be guaranteed for a minimum of 5 years

Board of Adjustment Chairperson

Applicant

PART VII: STANDARD EROSION CONTROL PLAN

According to Aitkin County's Shoreland Management Ordinance, soil erosion control information needs to be included on the site plan which is submitted and approved prior to the issuance of zoning permits. The Standard Erosion Control Plan is provided to assist in meeting this requirement.

Instructions:

1. Complete this plan by filling in requested information, completing the site diagram and marking appropriate boxes on the inside of this form.
2. In completing the site diagram, give consideration to potential erosion that may occur before, during and after grading. Water runoff patterns can change significantly as a site is reshaped.
3. A cross section sheet is required for walkout basements and excavations into hillsides for determining volume of fill to be excavated.

Project Location 37892- 430th Place

Builder Edwin Esler Owner Edwin Esler

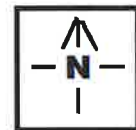
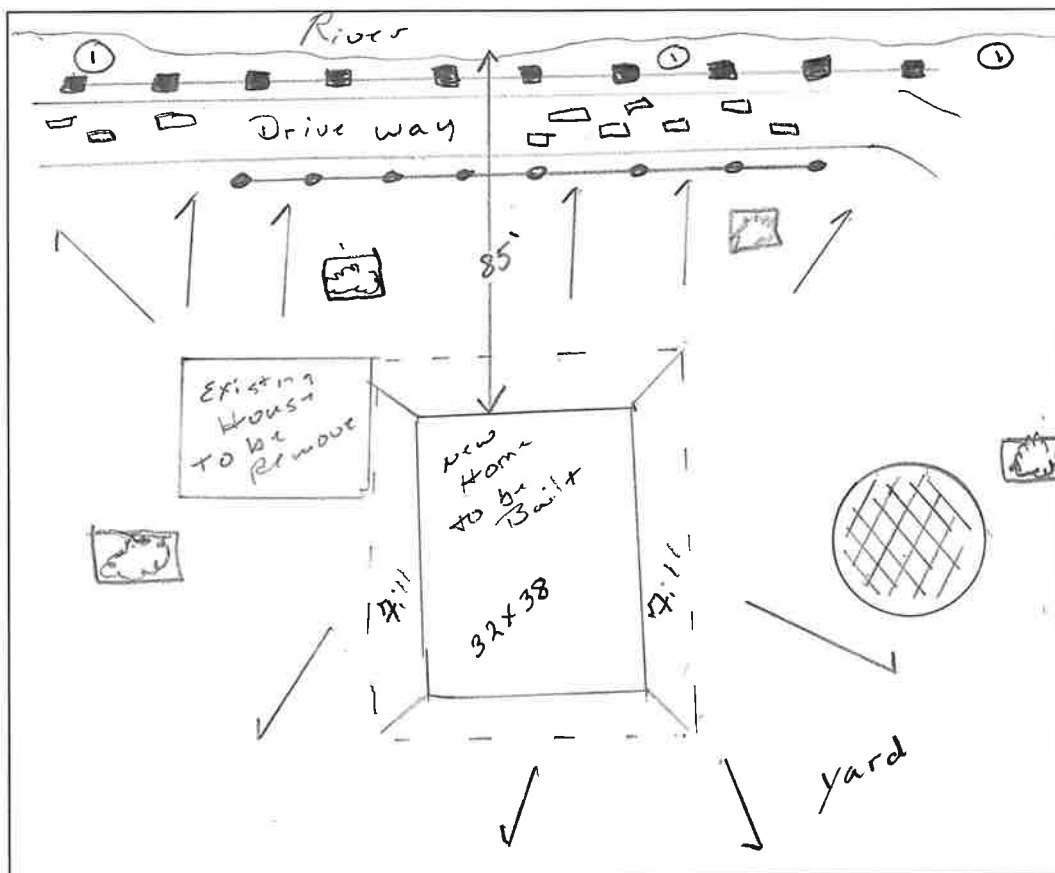
Worksheet Completed By Edwin Esler Date June-3-2024

Amount of earthen material to be excavated and/or used for fill 347.7 cubic yards.

SITE DIAGRAM

Scale 1 inch = 30 feet

Please indicate north by completing the arrow.



EROSION CONTROL PLAN LEGEND

- PROPERTY LINE
- EXISTING DRAINAGE
- TO TEMPORARY DIVERSION
- FINISHED DRAINAGE
- - - LIMITS OF GRADING
- SILT FENCE
- STRAW BALES
- ⊠ GRAVEL
- ① VEGETATION SPECIFICATION
- ⊗ TREE PRESERVATION
- ⊞ STOCKPILED SOIL

CRV Not Required
No Delinquent Taxes and Transfer Entered
Kirk Peysar, County Auditor
State Deed Tax Paid
Lori Grams, County Treasurer

Doc No: **A477495**
Certified Filed and/or Recorded on
7/5/2023 10:37 AM

WAD 1/1

REC FEE	\$46.00
SDT	\$1.65

Office of the County Recorder
Aitkin County, Minnesota
Tara Snyder, County Recorder

Package: **83232** Terri

This cover sheet was added by the Aitkin County Recorder's Office to allow space for the recording information of this document. It is not intended to alter the document/certified copy.

This cover sheet is now a permanent part of the recorded document.

(Top 3 inches reserved for recording data)

WARRANTY DEED

Married Couple, as Joint Tenants, to Trustees

DEED TAX DUE: \$1.65

DATE: June 1 2023

FOR VALUABLE CONSIDERATION OF LESS THAN \$500, Edwin E. Esler and Lori J. Esler, husband and wife ("Grantors"), hereby convey and warrant to Edwin E. Esler and Lori J. Esler, Trustees of THE ESLER FAMILY TRUST, real property in AITKIN COUNTY, Minnesota, legally described as follows:

- (1) Lot Three (3) of Section Nine (9) and Lot Eight (8) of Section Sixteen (16), all in Township Forty-seven (47), Range Twenty seven (27)
- (2) Lot One (1) of Section Sixteen (16), Township Forty-seven (47), Range Twenty seven (27)
- (3) Lot Eight (8) of Section Fifteen (15), Township Forty-seven (47), Range Twenty seven (27)

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

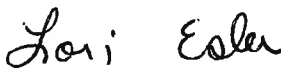
Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantors:



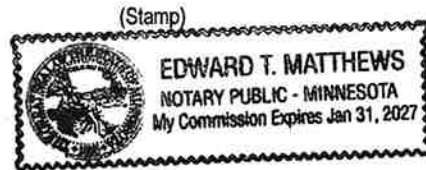
Edwin E. Esler



Lori J. Esler

State of Minnesota, County of AITKIN

This instrument was acknowledged before me on June 1, 2023, by Edwin E. Esler,
married to Lori J. Esler.



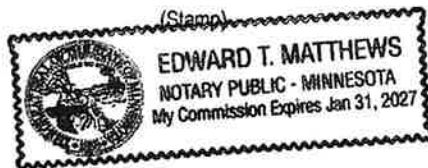
Edward T. Matthews
(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: January 31, 2027

State of Minnesota, County of AITKIN

This instrument was acknowledged before me on June 1, 2023, by Lori J. Esler, married
to Edwin E. Esler.



Edward T. Matthews
(signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: January 31, 2027

TAX STATEMENTS FOR THE REAL PROPERTY
DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Edwin E. Esler and Lori J. Esler, Trustees
THE ESLER FAMILY TRUST
37892 430th Pl.
Aitkin, MN 56431

THIS INSTRUMENT WAS DRAFTED BY:

MATTHEWS LAW OFFICE, PLLC
24052 Smiley Road, Suite 310
Nisswa, MN 56468

B.O.A. INSPECTION REPORT

NAME: Ed & Lori Esler PERMIT NUMBER 2024-001378

CONFORMING SEPTIC SYSTEM: YES ☒ NO ☐ YEAR INSTALLED: August 1992

VARIANCE SETBACK AS STAKED:

O.H.W.L. 86' ROAD 30'+

PROPERTY LINE 10'+ BLUFF N/A

**Were survey monuments located? YES ☐ NO ☒

SEPTIC SYSTEM 23' to Tank
60' to Rockbed OTHER _____

FLOODPLAIN ELEVATION 1202.7 (Existing lowest floor is 1202.0)

DOUBLE CHECK APPLICANT'S MEASUREMENTS

NEIGHBORING STRUCTURE COMMENTS:

Residence to the South (located within Floodway) is 132 feet from OHWL.

OBSERVATIONS (Include – variance criteria, proposed physical development of the property, environmental concerns, purpose and intent of relevant official controls, consistency with comprehensive plan, decisions regarding all other considerations):

Proposed and existing house is part of an "Island Concept" - Area removed of Floodway zoning. Map shows an area in the Floodplain "Island Concept" that meets setbacks.

Any new structure will need to be elevated to an elevation of 1203.7

Based on the applicants submitted information and this site inspection, this office feels the 6 criteria for granting a variance **are/are not met**. List any conditions:

Should provide a plan for the method that will be used to comply with floodplain standards - i.e. method that will be used to elevate structure. Some methods will require approval from the planning commission (Please see attached)

INSPECTOR: C. Plagge DATE: 6/28/24



Floodplain Elevation Requirements

What is the Regulatory Flood Protection Elevation (RFPE)?

The Regulatory Flood Protection Elevation (RFPE) refers to an elevation 1 foot (minimum) above the 100-year (one-percent annual chance) flood, plus any stage increase due to the designation of flood fringe areas. These standards will be further detailed in your local government's floodplain ordinance.

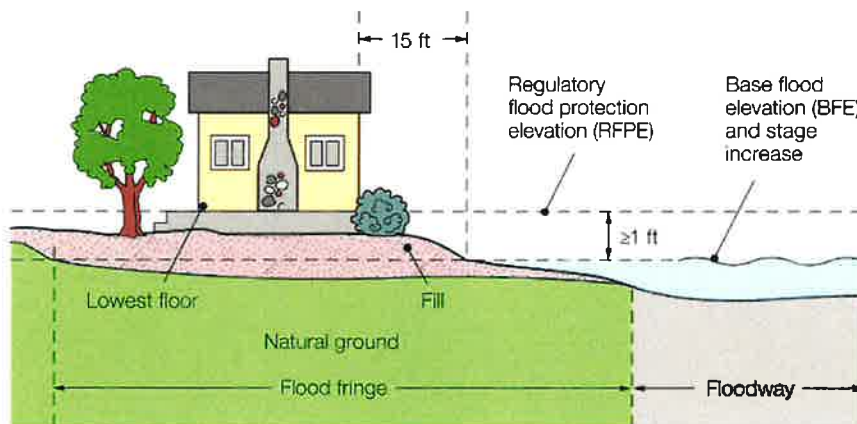
100-year flood elevation

+ Stage increase due to filling in the flood fringe

+ 1 foot (minimum) of freeboard

Regulatory Flood Protection Elevation (RFPE)

Minimum Standards for Structures in the Regulatory Floodplain

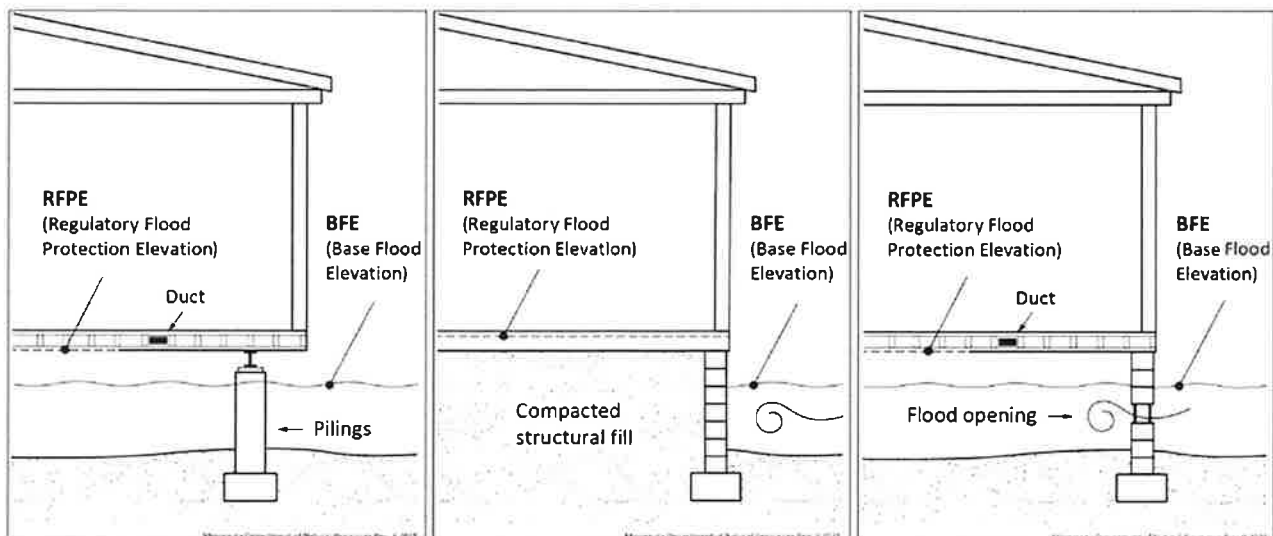


(LEFT) This method requires 15 feet of fill all around the building up to the RFPE. This will be allowed with a land use permit. Your permit will need to show a diagram illustrating the proposed fill.

Minnesota development standards for structures will typically require:

- Lowest floor (including basement) is at RFPE or higher
- Fill at 100-year flood level (including stage increase due to designation of the flood fringe areas) or higher extends at least 15 feet in all directions
- No structures allowed in floodway
- No fill in floodway
- Access road/driveway no lower than 2 feet below RFPE
- All electrical, HVAC, ductwork must be elevated above the RFPE

(BELOW) These methods will require a floodproofing Conditional Use Permit that gets approved by the Aitkin County Planning Commission.



Legend

Existing Residence

150 ft OHWL Setback

Flood Zone Classifications

Floodway (Very restrictive, no residences permitted)

Floodplain (Island Concept, able to built residences in this area up to floodplain standards)

DISCLAIMER: Alkin County, makes no representation or warranties, express or implied, with respect to the use or reuse of the data provided herewith, regardless of its format or the means of its transmission. THE DATA IS PROVIDED "AS IS" WITH NO GUARANTEE OR REPRESENTATION ABOUT THE ACCURACY, CURRENCY, SUITABILITY, PERFORMANCE, MERCHANTABILITY, RELIABILITY, OR FITNESS OF THE DATA FOR ANY PARTICULAR PURPOSE. Alkin County, shall not be liable for any direct, indirect, special, incidental, compensatory or consequential damages or third party claims resulting from the use of this data, even if Alkin County has been advised of the possibility of such potential loss or damage. This data may not be used in states that do not allow the exclusion or limitation of incidental or consequential damages.

Floodway (Unbuildable)

Mississippi River

150 ft Setback

Floodplain (Island Concept)

150 ft Setback

Mississippi River



0 37.5 75 150 Feet

Permit Application #2024-000838

Ed & Lori Esler



Right: Existing
Residence.



Right: Existing
Residence.



Right: Proposed
Residence location



Right: River near residence. 86 feet to proposed.





Above: Existing septic system on property. Will not infringe on setbacks to septic system.

Right: Overview of lot.



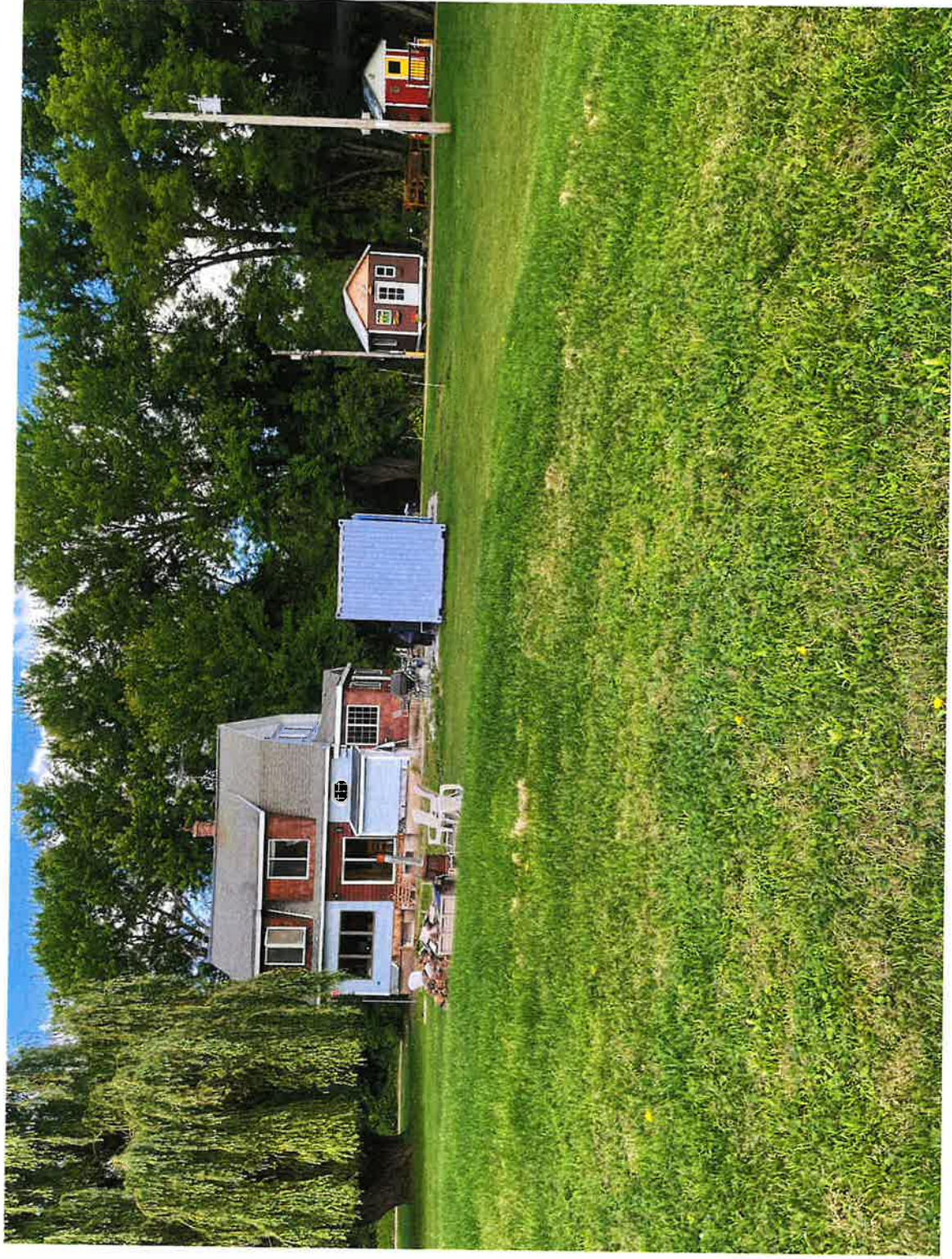
Right: Overview of lot.



Right: Overview of lot from south, near river.



Right: Overview of
proposed residence



Permit Application #2024-001378

Ed & Lori Esler



NOTICE OF DECISION for

STATE OF MINNESOTA
COUNTY OF AITKIN

AITKIN COUNTY BOARD OF ADJUSTMENT
VARIANCE PROCEEDINGS

IN THE MATTER OF APPLICATION NUMBER: 2024-001378

VARIANCE Denied or Approved (Circle one)

APPLICANT:


Name EDWIN & LORI ESLER
Mailing Address 37892 430TH PL
City, State, Zip AITKIN MN 56431

The above entitled matter came to be heard before the Board of Adjustment on the 3RD day of July, 2024, on a petition for a Variance pursuant to the Aitkin County Zoning Ordinance, for the following described parcel of land:

IT IS ORDERED that a Variance BE granted upon the following conditions or reasons (if any):

**FINDING OF FACTS or CONDITIONS (if any)
WILL BE FORTHCOMING ON THE RECORDING DOCUMENT**

DATED THIS 3RD DAY OF July, 2024.


Chairperson of the Board of Adjustment or
Authorized Representative

Applicant acknowledges receipt of this document.


Signature of Applicant

THIS INSTRUMENT WAS DRAFTED BY:
AITKIN COUNTY ZONING ADMINISTRATOR
COURTHOUSE
AITKIN, MINNESOTA 56431

Appeal of this decision shall be within 30 days after receipt of this notice of Decision, to the District Court in the County in which the land is located on questions of law and fact.

AITKIN COUNTY ZONING

FINDINGS OF FACT

SUPPORTING/DENYING A VARIANCE

NAME OF APPLICANT EDWIN ESLER DATE 7/3/24

PERMIT NUMBER 2024-001378 TAX PARCEL NUMBER 01-0-034000

DECISIONAL STANDARDS WHEN GRANTING OR DENYING A VARIANCE:

1. IS THE VARIANCE IN HARMONY WITH THE GENERAL PURPOSES AND INTENT OF THE OFFICIAL CONTROL AND CONSISTENT WITH THE COMPREHENSIVE PLAN? ☒ YES ☐ NO

WHY or WHY NOT? Building site is in a special FEMA floodplain Island concept and surrounded by floodway

2. IS THE OWNER PROPOSING TO USE THE PROPERTY IN A REASONABLE MANNER NOT PERMITTED BY THE OFFICIAL CONTROL? ☒ YES ☐ NO

WHY or WHY NOT? Available building window is limited by flood fringe and floodway

3. IS THE PRACTICAL DIFFICULTY DUE TO CIRCUMSTANCES UNIQUE TO THIS PROPERTY? ☒ YES ☐ NO

WHY or WHY NOT? Property has river setbacks on two sides

(Over)

Minutes of the Board of Adjustment

July 3, 2024

Members Present: Chair: Kevin Stromberg, Vice-Chair: Charlie Christensen, Tom Veenker

Members Absent: Jane Bristow, Dake Olson

Others Present: Assistant Zoning Administrator: Kevin Turnock, Secretary: Kimberly Burton, County Attorney: James Ratz, Assistant County Attorney: Mark Lageson

1. The Chair called the meeting to order at 4:00 p.m.
2. The Chair read the rules of the meeting. Introductions were made.
3. APPROVE AGENDA:

The Chair called for changes to the Agenda for the July 3, 2024 Board of Adjustment meeting.

Tom Veenker made a **motion to approve** the Agenda. **Charlie Christensen** **seconded** the motion.

The Chair called the question. The **motion carried** 3.0 to approve the Agenda.

OLD BUSINESS:

4. SUSAN WARD, 14232 TAMARACK ST NW, ANDOVER, MN 55304, is requesting a variance from the required 75 foot ordinary high water level setback on a general development lake (Minnewawa Lake) to a setback distance of 70 feet to construct a 1344 square foot residence, in an area zoned shoreland. W 100 FT OF LOT 3 LESS S1410 IN C. T. #1088. Section Twenty-eight (28), Township Forty-nine (49), Range Twenty-three (23), Aitkin County, MN.

APP-2023-000499

The applicant was not present.

Application continues to be tabled until August meeting for applicant to provide a survey as requested by the Board at the July 2023 meeting.

5. STEFANIE BOLKS, 18639 488TH LANE, MCGREGOR, MN 55760, is requesting an after the fact variance from the required 75 foot ordinary high water level setback on a general development lake (Minnewawa) to a setback distance of 65 feet for an 896 square foot residence, a 420 square foot deck, and a 36 square foot deck; an after the fact variance from the required 75 foot ordinary high water level setback to a setback distance of 40 feet for a 56 square foot accessory building with a 50 square foot attached deck; a variance from the required 75 foot ordinary high water level setback to a setback of 55 feet to construct a 26 foot by 42 foot two story residence addition with an attached 16 foot by 16 foot deck on an existing nonconforming residence located 65 feet from the ordinary high water level, in an area zoned shoreland. LOT 14 BLK 1 WILD OAK DEVELOPMENT. Section Twenty-two (22), Township Forty-nine (49), Range Twenty-three (23), Aitkin County, MN.

APP-2024-001221

The applicant was not present.

There being no further discussion, **The Chair called for a motion.**

Tom Veenker made a motion to table the variance.

The Chair called for a second to the motion. Charlie Christensen seconded the motion to table.

The Chair called the question. The request was **tabled** by a vote of 3.0.

NEW BUSINESS:

6. WILLIAM L COOK TRUSTEE, 20379 529TH LANE, MCGREGOR, MN 55760, is requesting a variance from the maximum allowed 30 cubic yards of material to excavate and/or place 600 cubic yards of material in a bluff impact zone. S 400 OF LOT 2 & THE NE SW LESS APPROX 26 AC & LESS THE PT IN DOC 480415. Section Twenty-nine (29), Township Fifty (50), Range Twenty-three (23), Aitkin County, MN.

APP-2024-001279

The applicant was present.

STAFF REPORT:

Kevin Turnock stated there were 21 notices sent out in regard to this application. Two letters of correspondence were received.

Kevin Turnock read the inspection report completed by Zoning Inspector Connor Plagge.

The variance as staked is in the bluff impact zone.

Neighboring structure comments included the properties to the north have been approved for land alterations to create an access road.

Additional observations included the proposed project is crossing sensitive wetlands and steep bluffs. An access road (to the east) crosses state land that could serve as a more suitable route.

The Chair asked the applicant for comments.

The applicant gave a brief history of the property and explained the newly created lots will need electricity in order to be buildable.

William Cook stated the 600 yards is not fill that will be brought in, but just a matter of rearranging the current topography.

The Chair asked the Board for discussion.

Kevin Stromberg stated a more detailed excavation plan would need to be submitted.

The Chair asked the audience for comments in favor or neutral of the application.

Steve Cook is in favor.

The Chair asked the audience for comments in opposition of the application.

There were none.

There being no further discussion, **The Chair called for a motion.**

Charlie Christensen made a motion to table the variance.

The Chair called for a second to the motion. Tom Veenker seconded the motion to table.

The Chair called the question. The request was tabled by a vote of 3.0.

7. PAUL & LAURA PETERSON, 29546 436TH PLACE, AITKIN, MN 56431, are requesting a variance from the required 100 foot ordinary high water level setback on a recreational development lake (Farm Island) to a setback distance of 17 feet to construct a 116 square foot deck addition, which is in the shore impact zone; and a variance from the required 30 foot road right-of-way setback to a setback distance of 10 feet to construct a 134 square foot accessory structure, in an area zoned shoreland. .33 AC OF LOT 3 IN DOC 348125. Section Twenty-eight (28), Township Forty-six (46), Range Twenty-seven (27), Aitkin County, MN.

APP-2024-001346

The applicants were present.

STAFF REPORT:

Kevin Turnock stated there were 24 notices sent out in regard to this application. One letter of correspondence was received.

Kevin Turnock read the inspection report completed by Zoning Inspector Connor Plagge.

The variance as staked was 16 feet from the ordinary high water level (OHWL), 25 feet from the road right-of-way and 10 feet from the property line. Survey monuments were not located.

Neighboring structure comments included the west neighbor is 25 feet from the ordinary high water level (OHWL) and 31 feet from the road right-of-way and the east neighbor is 53 feet from the ordinary high water level (OHWL).

Additional observations included the property is small and cannot meet setbacks. A patio up to 240 square feet would be permitted without a variance and stairs do not require permits.

The Chair asked the applicant for comments.

Paul Peterson stated the deck is in need of repairs.

The Chair asked the Board for discussion.

Charlie Christensen stated the squaring of the deck doesn't seem to be an issue but would need a shoreland performance worksheet .

Tom Veenker asked the applicant about the rip rap permit from 2023.

The Chair asked the audience for comments in favor or neutral of the application.

There were none.

The Chair asked the audience for comments in opposition of the application.

There were none.

The Chair asked for additional Board and applicant comments.

There were none.

SHED ONLY -

There being no further discussion, **The Chair called for a motion.**

Tom Veenker made a motion to approve the variance with four conditions:

1. Submit Engineer's report.
2. Shoreland Performance Worksheet to equal 100 points.
3. Height of shed not to exceed height of garage.
4. Distance to road right-of-way not to be closer than 25.5 feet.

The Chair called for Findings of Fact:

1. Is the variance in harmony with the general purposes and intent of the official control and consistent with the comprehensive plan? Why or why not?

Yes, lot size limits.

2. Is the owner proposing to use the property in a reasonable manner not permitted by the official control? Why or why not?

Yes, pre-existing foundation.

3. Is the practical difficulty due to circumstances unique to this property? Why or why not?

Yes, see Findings #1 & #2.

4. Is the need for the variance created by actions other than the landowner or prior landowners? Why or why not?

Yes, created prior.

5. Will the issuance of the variance maintain the essential character of the locality? Why or why not?

Yes, same or similar.

6. Does the practical difficulty involve more than economic considerations? Why or why not?

Yes, see Findings #1, #2 and #4.

The Chair called for a second to the motion. Charlie Christensen seconded the motion to approve.

The Chair called the question. The request was **approved** by a vote of 3.0.

DECK ONLY –

There being no further discussion, **The Chair called for a motion.**

Kevin Stromberg made a motion to deny the variance.

The Chair called for Findings of Fact:

1. Is the variance in harmony with the general purposes and intent of the official control and consistent with the comprehensive plan? Why or why not?

No, residence and deck are in the shore impact zone. Requesting increase in current deck size.

2. Is the owner proposing to use the property in a reasonable manner not permitted by the official control? Why or why not?

No, residence could be moved further away from OHWL. See Finding #1.

3. Is the practical difficulty due to circumstances unique to this property? Why or why not?

No, lot is substandard in size. Owner has neighboring parcels with similar encroachment. Owner preference.

4. Is the need for the variance created by actions other than the landowner or prior landowners? Why or why not?

Yes, lot created prior to ordinance.

5. Will the issuance of the variance maintain the essential character of the locality? Why or why not?

No, numerous properties have lake encroachment issues. Owner could repair existing patio.

6. Does the practical difficulty involve more than economic considerations? Why or why not?

No, owner preference to expand footprints. See Findings #1 - #5

.

The Chair called for a second to the motion. Tom Veenker seconded the motion to deny.

The Chair called the question. The request was **denied** by a vote of 3.0.

8. EDWIN & LORI ESLER TRUSTEES, 37892 430TH PLACE, AITKIN, MN 56431, are requesting a variance from the required 150 foot ordinary high water level setback in the Mississippi Headwaters Corridor (Mississippi River) to a setback distance of 85 feet to construct an 1856 square foot residence, in an area zoned shoreland. (NW NE) LOT 8. Section Sixteen (16), Township Forty-seven (47), Range Twenty-seven (27), Aitkin County, MN.

APP-2024-001378

The applicants were present.

STAFF REPORT:

Kevin Turnock stated there were 23 notices sent out in regard to this application. No letters of correspondence were received.

Kevin Turnock read the inspection report completed by Zoning Inspector Connor Plagge.

The variance as staked was 86 feet from the ordinary high water level (OHWL), greater than 30 feet from the road right-of-way and greater than 10 feet from the property line. Survey monuments were not located.

Neighboring structure comments included the south neighbor, located in the floodway, is 132 feet from the OHWL.

Additional observations included the proposed and existing house is part of an "Island Concept" – area removed of Floodway zoning. Map shows an area that meets setbacks. Any new structure will need to be elevated to an elevation of 1203.7.

The Chair asked the applicant for comments.

Ed Esler stated the new residence would be handicap accessible.

The Chair asked the Board for discussion.

Kevin Stromberg asked the applicant why the proposed house could not be located in the area on the property meeting setbacks.

The applicant explained he would not prefer to have the residence located near the barn.

Lori Esler stated they have requested documents from the DNR regarding the "Island Concept" but have not received anything yet.

There was a brief discussion regarding how much fill will be brought in and providing a detailed plan for the excavation and erosion control.

The Chair asked the audience for comments in favor or neutral of the application.

Terry Betley is in favor.

The Chair asked the audience for comments in opposition of the application.

There were none.

The Chair asked for additional Board and applicant comments.

There were none.

There being no further discussion, **The Chair called for a motion.**

Tom Veenker made a motion to approve the variance.

The Chair called for Findings of Fact:

1. Is the variance in harmony with the general purposes and intent of the official control and consistent with the comprehensive plan? Why or why not?

Yes, building site is in a special FEMA floodplain "Island Concept" and surrounded by Floodway.

2. Is the owner proposing to use the property in a reasonable manner not permitted by the official control? Why or why not?

Yes, available building window is limited by flood fringe and floodway.

3. Is the practical difficulty due to circumstances unique to this property? Why or why not?

Yes, property has river setbacks on two sides.

4. Is the need for the variance created by actions other than the landowner or prior landowners? Why or why not?

Yes, see Findings #1-3.

5. Will the issuance of the variance maintain the essential character of the locality? Why or why not?

Yes, several neighboring properties have been classified under the "Island Concept" as well.

6. Does the practical difficulty involve more than economic considerations? Why or why not?

Yes, flood fringe area within floodway restricts available building window.

The Chair called for a second to the motion. Charlie Christensen seconded the motion to approve.

The Chair called the question. The request was **approved** by a vote of 3.0.

9. ANDREW & KRISTINA ANKRUM, 2216 THELL ROAD, WRENSHALL, MN 55797, are requesting a variance from the required 75 foot ordinary high water level setback on a general development lake (Big Sandy) to a setback distance of 60 feet for a Type III Mound septic, in an area zoned shoreland. .42 AC IN LOT 1 AS IN DOC 268622 AND 1/8 INT IN TRACT 1 AS DESCRIBED IN DOC 403325. Section Nine (9), Township Forty-nine (49), Range Twenty-three (23), Aitkin County, MN.

APP-2024-001377

The applicants were present.

STAFF REPORT:

Kevin Turnock stated there were 36 notices sent out in regard to this application. No letters of correspondence were received.

Kevin Turnock read the inspection report completed by Zoning Inspector Connor Plagge.

The variance as staked was 65 feet from the ordinary high water level (OHWL), greater than 30 feet from the road right-of-way and greater than 10 feet from the property line. Survey monuments were not located.

Neighboring structure comments included the south neighbor meets setbacks and there is no septic on the property to the West.

Additional observations included the property is limited due to floodplain, slope and fill material.

The Chair asked the applicant for comments.

The applicant stated the shed will be moved.

The Chair asked the Board for discussion.

Kevin Stromberg stated the property has practical difficulty.

Tom Veenker agrees with the Chair.

The Chair asked the audience for comments in favor or neutral of the application.

No audience.

The Chair asked for additional Board and applicant comments.

There were none.

There being no further discussion, **The Chair called for a motion.**

Charlie Christensen made a motion to approve the variance with two conditions:

1. Garage to be relocated meeting setbacks.
2. Erosion control plan to be submitted.

The Chair called for Findings of Fact:

1. Is the variance in harmony with the general purposes and intent of the official control and consistent with the comprehensive plan? Why or why not?

Yes, lot configuration and topography limit suitable areas.

2. Is the owner proposing to use the property in a reasonable manner not permitted by the official control? Why or why not?

Yes, variance approved will allow the installation of a septic treatment area.

3. Is the practical difficulty due to circumstances unique to this property? Why or why not?

Yes, lot created prior to ordinance and has a steep slope. See findings #1 and #2.

4. Is the need for the variance created by actions other than the landowner or prior landowners? Why or why not?

Yes, topography limits available area.

5. Will the issuance of the variance maintain the essential character of the locality? Why or why not?

Yes, neighboring properties are limited by topography also.

6. Does the practical difficulty involve more than economic considerations? Why or why not?

Yes, no area to meet setbacks. See Findings #1-5.

The Chair called for a second to the motion. Kevin Stromberg seconded the motion to approve.

The Chair called the question. The request was **approved** by a vote of 3.0.

10. GARY GODE & MURIEL SNYDER TRUSTEE, 12610 RIDGEDALE DR APT 340, MINNETONKA, MN 55305, are requesting a variance from the required 100 foot ordinary high water level setback on a recreational development lake (Big Pine) to a setback distance of 8 feet and a variance from the required 10 foot property line setback to a setback distance of 7 feet to construct a 240 square foot accessory structure, which is in the shore impact zone. 1 AC IN LOT 1 IN B 25 MISC D P 329. Section Twenty (20), Township Forty-five (45), Range Twenty-seven (27), Aitkin County, MN.

APP-2024-001235

Gary Gode was present.

STAFF REPORT:

Kevin Turnock stated there were 18 notices sent out in regard to this application. No letters of correspondence were received.

Kevin Turnock read the inspection report completed by Zoning Inspector Connor Plagge.

The variance as staked was 5 feet to the ordinary high water level (OHWL), greater than 30 feet to the road right-of-way and 7 feet from the property line. Survey monuments were not located.

Neighboring structure comments included the west neighbor is 7 feet to the ordinary high water level (OHWL) and the east neighbor is 5 feet to the ordinary high water level (OHWL).

Additional observations included the septic system has been non-conforming since 2022 and a permit was denied for a garage. Garage was built after the fact, meeting setbacks. Property has room to build meeting setbacks.

The Chair asked the applicant for comments.

The applicant submitted pictures of the damaged boathouse.

Mr. Gode explained that the neighbors on the lake have been creating the increase in the lake water level.

The applicant stated he has rebuilt the boathouse in the same location.

The Chair asked the Board for discussion.

Kevin Stromberg asked the applicant why a permit was not obtained prior to building.

The applicant stated the insurance company authorized the rebuild.

Charlie Christensen stated the lot has no practical difficulty.

There was a brief discussion if the applicant would be allowed a water oriented accessory structure.

There being no further discussion, **The Chair called for a motion.**

Charlie Christensen made a motion to deny the variance.

The Chair called for Findings of Fact:

1. Is the variance in harmony with the general purposes and intent of the official control and consistent with the comprehensive plan? Why or why not?

No, structure exceeds the allowed 120 square feet footprint.

2. Is the owner proposing to use the property in a reasonable manner not permitted by the official control? Why or why not?

No, structure is larger than 120 square feet and not meeting setback requirements. Can meet setbacks.

3. Is the practical difficulty due to circumstances unique to this property? Why or why not?

No, structure could meet setbacks. Owner preference.

4. Is the need for the variance created by actions other than the landowner or prior landowners? Why or why not?

No, a location exists where ordinance requirements can be met. See Findings #1-3.

5. Will the issuance of the variance maintain the essential character of the locality? Why or why not?

No, proposed structure can be reduced in size and moved to meet setbacks.

6. Does the practical difficulty involve more than economic considerations? Why or why not?

No, see Findings #1-5.

The Chair called for a second to the motion. Tom Veenker seconded the motion to deny.

The Chair called the question. The request was denied by a vote of 3.0.

11. Approval of minutes, June 5, 2024.

The Chair called for changes to the minutes of the June 5, 2024 Board of Adjustment minutes. There were no changes necessary. **Tom Veenker made a motion to approve. Charlie Christensen seconded the motion. The Chair called the question. The motion passed unanimously 3.0 to approve** the minutes from the June 5, 2024 Board of Adjustment meeting.

12. There being no further discussion, The Chair called for a motion to adjourn. Charlie Christensen made a motion to adjourn. Kevin Stromberg seconded the motion. The Chair called the question. The motion passed unanimously 3.0 to adjourn. The meeting was adjourned at 6:05 pm.

Respectfully submitted by Kimberly Burton (Secretary)

Last Revision: July 19, 2024

Approval date: August 7, 2024

Action/Discussion

Westcom Contract Approval- Action
County Letter of Support- Discussion
Executive Directors report-discussion

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 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 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 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 quarterly 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.
- Take meeting minutes for Technical Committee.
- 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 in the and will meet the above deliverables.

5.3 Project payment.

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 **\$29,000** 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 Termination

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 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 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 Limitations of Liability

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

9.8 Binding Effect

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

9.9 Entire Agreement

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

9.10 Severability

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

9.11 Waiver

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

9.12 Successors

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

9.13 Amendments

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

9.14 Confidentiality

The Parties agree and understand that each Party that all information that each Party possesses shall be considered public unless such information qualifies as an exception under the Minnesota Government

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

9.15 Reference to Articles, Provisions, and Sub-provisions

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

9.16 Counterparts

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

9.17 Execution and Delivery of Documents

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

9.18 Recitals and Schedules

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

ARTICLE 10. AGREEMENT

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

Mississippi Headwaters Board

By _____
Authorized Signature-**Signed**

By _____

West Communications

By _____
Authorized Signature-**Signed**

By _____

Name-**Printed**

Title_____

Date_____

Name-**Printed**

Title_____

Date_____

Contract Differences Between Expired and New Contract

Expired	New	Comments
Ran from 7/1/21 to 6/30/24	From 8/1/24 to 6/30/24	Board can review after 1 year
Article 5.1 Project Deliverables: Coordinate and facilitate Technical Review Committee meetings at least two times per year or as needed.	Take meeting minutes for Technical Committee.	Director can take on this responsibility which will increase MHB reimbursement and allow for more participation in the program.
Article 6- funding amount was \$70,000 for 3 years.	Article 6- funding amount will be \$29K for 1 year based on 311 hours/year.	Took a 2 year average of time spent on program. Westcom is increasing rate to \$95/hour.



Mississippi Headwaters Board

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

Web Site: www.mississippiheadwaters.org

DATE _____

From: _____ County
To: Mississippi Headwaters Board
RE: MHB legislative increase

Dear Chair Van Kempen,

_____ County realizes that the Mississippi Headwaters Board (MHB) was created as a Joint Powers Board in 1980 to protect the first 400 miles of the Mississippi river. The boards mission is to enhance and protect outstanding and unique natural, scientific, historical, recreational, and cultural values in the first 400 miles of the Mississippi River from its source at Lake Itasca in Clearwater County to the southerly boundary of Morrison County.

Over the past 40 years the MHB has protected their jurisdictional area through a regulatory program that places consistent zoning controls on the first four hundred miles of shoreline on the Mississippi river and Headwaters lakes. This has enabled people to enjoy the wild and scenic values of the Mississippi river while keeping local control in the hands of county commissioners instead of the federal government. We also agree that their voluntary programs like the easement and acquisition program, social media program, and recreational signage on the Mississippi river have contributed to our county's mission while adding value to our area as well.

_____ County fully supports the request of the MHB to the legislature for a biennium increase in base funding from \$248,000 to \$350,000 to help fulfill their statutory obligation and continue to allow local control and voluntary programs that promote water quality, habitat, and a vibrant recreational economy. If this measure was passed by the legislature in 2025, then our county would double its annual contribution in 2026 from \$1,500 to \$3000 to use as a match for this funding. This is the highest increase our county has ever been asked to contribute over the past 44 years, and we would also continue the total eight county in-kind contribution of 1/3rd to ½ million dollars of annual contribution as well.

Sincerely,

Executive Director Report

June - July 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. The Whiskey Creek project got accepted as a formal presentation at the Water Resources Conference in St. Paul. The Conference presentation will be October 4th at 4:15 pm.
7. Reviewed LLBO DRAFT water quality standards.

Meetings & Networking

6/21- Went to the National Loon Center event and visited with Former Sen. Carrie Rudd, Sen. Eichorn, Rep. Ben Davis, and Rachel Loeffler-Kemp from Klobuchar's office. I gave them a 2 minute overview of the MHB, and then talked with Rachel about the land exchange bill HR 1657.

6/27- Attended Sustainability fest at the Northland Arboretum. Many people attended, and I had the MHB display up and talked to people about our organization. Many people scanned the QR code about Resource retention events available this year.

7/1- Sent email to NE & NW DNR Regional Directors showing the MHB requirements for public water accesses. The DNR will receive funding for rehabilitation of some accesses, and this will help guide them if they rehab any in our jurisdictional area.

7/2- Discovered that the new tax forfeiture laws require counties to sell land they have that forfeited between 2016 and 2023. Aitkin has many parcels that are on the Mississippi River that they retained during that time period. I sent an email to county land commissioners stating the MHB position on the sale of land on the Mississippi River. We are very restrictive and state that tax forfeited land should be retained, and that sale of public land should only be sold if it will eliminate substandard non-conforming parcels, make private substandard non-conforming parcels more conforming, or if the sale or exchange is consistent with the goals and objectives of this Comprehensive Plan. Part of their good faith effort will likely involve excluding lands yet to be classified as conservation; in the new law there is no deadline when they need to be classified by (other than its 2030 expiration) and some counties are significantly behind in that classification effort. So know that there is an argument that your lands could yet be classified as conservation and you would still be compliant with the new law by retaining them.

7/6- Attended LaPorte days and had a booth by SWCD water testing. It was a good chance to meet environmentally conscious people and talk with them about the MHB and what we do. Sixty water samples were taken, so I assume I talked with 120 people.

7/8- The MHB office is now temporarily moved to the 3rd floor of the county courthouse. The office is located to the right of the courtroom.