



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

**<https://us02web.zoom.us/j/81492354214>
June 20, 2025
10:00 am**

10:00 AM

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

10:05 AM Approve/Amend

- Agenda
- Consent Agenda – May 2025 Expenses & Minutes

Correspondence

- Press Release
- Brainerd Dispatch article

Planning and Zoning (Actions)

- Morrison County non-conforming lot discussion

Action / Discussion Items:

- Aitkin Land Dept. funding- action
- MHHCP presentation- discussion
- Westcom & MHB Contract- action
- Social Media Influencer video- discussion
- Executive Directors report-discussion

Misc: Legislature Update (if any), County Updates

Meeting Adjourned - Thank you

Mtgs: July 18, 2025 9:00 AM- MHB Monthly Meeting, Walker, MN

October 31, 2025 9:00 AM- MHB Biennial Conference, Breezy Point Resort, Breezy Pt., MN

Mississippi Headwaters Board
May 23, 2025
Cass County Courthouse, Walker, MN
Optional interactive technology: <https://us02web.zoom.us/j/86192784119>

MEETING
MINUTES

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

Video Interactive Reasons: None

Others Present: Chris Lahn, Northern Township Administrator, Janet Smude, Aitkin SWCD, Dennis Thompson, Aitkin Land Dept.

Pledge of Allegiance

Chair Ted VanKempen asked if there were any additions to the agenda. No changes to the agenda. **M/S (Barrows/Bruns) to approve of the agenda. Motion carried unanimously.**

M/S (Kearney/Kasper) to approve of the Consent agenda. Comm. VanKempen made a slight correction to change wording from Township to Applicant on the variance minutes. **Motion carried unanimously.**

Correspondence/Outreach

1. Press Release- Tim presented the board with the press release which noted the outreach contract between the Hubbard SWCD and the MHB.
2. Clean, Drain, Dry flyer- Tim presented the board with a flyer from Whitefish Lake Association which had a QR code that led to a Minnesota Traditions video. He said he was happy that the lake associations are using them to help get a consistent message out to people.

Planning and Zoning

1. **NT5a25- Dodd Variance-** Tim introduced Chris Lahn to the board and Chris began to explain the variance that was approved back in the Fall of 2024, but has some changes to it due to technical complexities. The variances requested was to seek to position the home 80 feet from the OHWM and to exceed impervious surface coverage by 1,138 square feet. The Sewage treatment setback would be 10 feet and to construct a drain field up to the property line. The reason for the shift is because due to the placement of the neighbor's well, the septic needed to be placed closer to the property line, and a type three septic installed. Discussion ensued and Comm. Gaasvig asked if the owners were planning on even putting the septic where it is scheduled to be placed in the plan providing the sewer goes

through in 2026. Chris Lahn said that this is a contingency plan and holding tanks will be placed there for now on a temporary basis. The septic won't be installed contingent on the sewer being installed in 2026. Comm. VanKempen asked if the building of the house could be delayed and then they could be able to go through with the original plan? Lahn said that he believes they will go through with the original plan, but due to the owners age, they will build in 2025. Chris also stated that the impervious surface will be reduced from original plan that was presented in the Fall. **M/S (Gaasvig/Kasper) to approve of Variance. Motion carried unanimously.**

Action/Discussion:

- 1. Erickson Streambank Stabilization Project-** The board discussed a shoreline erosion issue on the Mississippi River in Beltrami County where several Norway pines have fallen into the river. The property owner, who is self-employed, cannot afford a potential 25% local match required to install some streambank stabilization, estimated at a cost of around \$20,000. Comm. Gaasvig said this is a potential project where the MHB could fund the 25% match due to hardship, but the property owner will explore other easement programs which could help cover the local match requirements. The board thought it was a good project, and will wait until the landowner makes a decision before they allocate any funding.
- 2. Aitkin SWCD Request-** Janet Smude from the Aitkin SWCD requested \$6,800 in funding for two project: A buckthorn inventory along the Mississippi River from North of Aitkin to Jacobson, and a Lake Association Summit where they will talk with lake association members and others concerned with water protection on July 31, 2025. Discussion ensued and Comm. Barrows believes that this is a good project, but would like to see before and after pictures along with a summary of what occurred. Comm. Gaasvig agreed and asked what the Summit has to do with the Mississippi River. Janet replied that it will gather local input to help protect the Mississippi River due to it being a predominant resource in Aitkin County. Comm. Kasper asked once the inventory is completed, how will you contain the buckthorn? Janet said that they have tried using cuttings and herbicide, but plan to use a sowing of rye grass with a cover crop to take the place of the buckthorn once it is cut down. She stated that there has been success with this effort in other counties. **M/S (Kearney/Barrows) to approve of the funding request. Motion carried unanimously.**
- 3. Aitkin Land Dept. Request-** Dennis Thompson from the Aitkin Land Dept. discussed a \$10,500 project to relocate two campsites at the Jacobson campground. Dennis said that the current site is eroding due to streambank erosion, and the most cost-effective way is to move the sites to a safer place. Discussion ensued and Comm. Barrows asked if the site is primitive? Dennis answered that it was. Barrows asked if he is working with the SWCD to address the erosion issue, and Dennis replied that he is not doing so at this time. Comm. Gaasvig asked if there is funding coming from other sources, and Dennis replied that there will be some in-kind labor coming from the Land Dept. on this project. It was brought up by the board that Dennis should first investigate the stream bank stabilization options with the One Watershed One Plan program, as this could be a more pressing issue than moving the campsites. Comm. Kearney and Comm. VanKempen agreed that the erosion problem is the more dominant issue. Dennis acknowledged that the stabilization is an issue, but that a project was done similar to this and the cost was around \$400,000. **M/S (Barrows/Kearney) to Table the project until next month so that more study and options can be made on the project. Motion carried unanimously.**

Executive Directors Report

1. Tim updated the board that he met with the Beltrami County board and gave a brief overview of the MHB and its programs. He said that he plans to meet with all the county boards after the biennial

conference due to the fact that there is at least one new commissioner on every board. Comm. Barrows suggested that Tim meet with board members now on an individual basis rather than after the conference so they can learn about the board before fiscal decisions are made. Tim acknowledged this and said he would be working on it this summer.

2. Tim said he held a meeting with Chip Leer from Fishing the Wildside and Kristi Coughlin from the DNR to talk about forming a Keep it Clean ice fishing social media campaign. It was agreed by the group that there are very few videos produced that address the issue, and developing a partnership may be an option between the MHB and DNR. Tim said that this is at the concept stage right now, but is working with Beltrami and Lake of the Woods County to meet with the Keep It Clean board to discuss a partnership as well.
3. Bowen Lodge Land Exchange- Tim said that a bill has passed in the federal House and an exact bill was introduced to the Senate, but it has been delayed to a congressman wanting it to go through committee rather than just passing it on the Senate floor. In the meantime, Tim said that the Chippewa National Forest has authority to move forward administratively, and that is being done right now. He said that he thinks it could be completed before the biennial conference.
4. Tim stated that the bill by Rep. Heintzeman was introduced to the Environmental and Natural Resource Committee but lacks a Democratic author or co-author. He said the legislature is still discussing budget items and that it is likely that it won't pass this year. Tim will continue to work with Heintzeman to introduce it next year, and hopefully by doing this multiple years, it will gain support once we get out of a potential deficit.

County Updates

None

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

Ted Van Kempen, Chair

Executive Director Tim Terrill

May SFY'25 Budget Summary		YTD spending/rei mbursement	Projected Budget	% of budget spent	
<u>Revenues:</u>	<u>Monthly Amount</u>				<u>Notes</u>
Governor's DNR grant (53290)	\$ 33,595.97	\$ 119,257.61	\$ 117,800.00	101.24%	non competitive quarterly reimbursement
LSOHC grant (53290)		\$ 10,546.74	\$ 8,000.00	131.83%	LSOHC reimbursement
Guidebook sales (58400)		\$ 118.32	\$ 200.00	59.16%	reimbursment for Guidebook sales
Enbridge program (58300)		\$ 8,021.13	\$ 11,000.00	72.92%	enbridge reimbursement
Miscell. Other revenue (58300)	\$ 1,000.00	\$ 6,890.00	\$ 9,000.00	76.56%	Visit Grand Rapids payment
MCIT Dividend (58300)		\$ 36.00	\$ 42.00	85.71%	MCIT refund
County Support (52990)		\$ 12,000.00	\$ 12,000.00	100.00%	8 county support
Total	\$ 34,595.97	\$ 37,612.19	\$ 40,242.00		
<u>Expenses:</u>	<u>Monthly Amount</u>				<u>Notes</u>
Salaries/Benefits FICA/Med/PERA/LIFE/LTD/Hlth/ WC(61000)	\$ 14,869.79	\$ 109,914.93	\$ 120,000.00	91.60%	reimbursed by Gov. DNR grant
MCIT insurance/work comp/liability (61500)		\$ 2,795.00	\$ 3,022.00	92.49%	reimbursed by Gov. DNR grant
MHB board Per Diem (62680)	\$ 250.00	\$ 2,200.00	\$ 3,000.00	73.33%	reimbursed by Gov. DNR grant
Hotel/Meals/travel exp. (63340)		\$ 227.67	\$ 500.00	45.53%	reimbursed by Gov. DNR grant
Commissioner Mileage (62720)	\$ 488.60	\$ 2,891.46	\$ 3,500.00	82.61%	reimbursed by Gov. DNR grant
Employee Mileage (63320)	\$ 238.07	\$ 3,090.71	\$ 4,500.00	68.68%	reimbursed by Gov. DNR grant
Professional Services (62990)	\$ 525.00	\$ 10,999.00	\$ 35,000.00	31.43%	CW financial services
Office supplies/operations (64090)	\$ 61.30	\$ 954.36	\$ 3,000.00	31.81%	telephone
Training & Registration Fees (63380)		\$ 360.00	\$ 800.00	45.00%	
Total	\$ 16,432.76	\$ 133,433.13	\$ 173,322.00		

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 amounts are in the fiscal year.

ACCOUNT DETAIL HISTORY FOR 2025 05 TO 2025 05

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
74830	53290			Natural Resources							
								REVISED BUDGET			.00
							PER 01		-31,013.04	-31,013.04	
							PER 04		-8,051.74	-39,064.78	
25/05	411	05/02/25	GNI						-33,595.97	-72,660.75	
	ST OF MN	DNR3Q-25									
				LEDGER BALANCES --- DEBITS:		.00		CREDITS:	-72,660.75	NET:	-72,660.75
74830	58300			Miscellaneous Other Revenue							
								REVISED BUDGET			.00
							PER 01		-17,750.00	-17,750.00	
							PER 02		-32,700.00	-50,450.00	
							PER 03		-13,000.00	-63,450.00	
							PER 04		-350.00	-63,800.00	
25/05	693	05/14/25	GNI	797379	Britny.Mcc	58734			-1,000.00	-64,800.00	
	iNovah	visit grand rapids influencer									
				LEDGER BALANCES --- DEBITS:		.00		CREDITS:	-64,800.00	NET:	-64,800.00
74830	61000			Salaries & Wages - Regular							
								REVISED BUDGET			.00
							PER 01		6,215.61	6,215.61	
							PER 02		6,625.85	12,841.46	
							PER 03		6,464.23	19,305.69	
							PER 04		6,464.23	25,769.92	
25/05	356	05/02/25	PRJ	PR0502	1250502	1250502	1250		4,848.18	30,618.10	
	PAY050225	WARRANT=250502		RUN=1	BI-WEEKL						
25/05	847	05/16/25	PRJ	PR0516	1250516	1250516	1250		3,232.12	33,850.22	
	PAY0516	WARRANT=250516		RUN=1	BI-WEEKL						
25/05	1696	05/30/25	PRJ	PR0530	1250530	1250530	1250		3,232.12	37,082.34	
	PAY053025	WARRANT=250530		RUN=1	BI-WEEKL						
				LEDGER BALANCES --- DEBITS:		37,082.34		CREDITS:	.00	NET:	37,082.34
74830	61200			Active Insurance							
								REVISED BUDGET			.00
							PER 01		2,034.70	2,034.70	
							PER 02		2,034.70	4,069.40	
							PER 03		2,034.70	6,104.10	
							PER 04		2,037.30	8,141.40	
25/05	356	05/02/25	PRJ	PR0502	1250502	1250502	1250		1,006.02	9,147.42	

ACCOUNT DETAIL HISTORY FOR 2025 05 TO 2025 05

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
	PAY050225	WARRANT=250502	RUN=1	BI-WEEKL						
25/05	847	05/16/25	PRJ PR0516	1250516	1250516	1250		1,029.33	10,176.75	
	PAY0516	WARRANT=250516	RUN=1	BI-WEEKL						
	LEDGER BALANCES	---	DEBITS:	10,176.75		CREDITS:	.00	NET:	10,176.75	
74830	61300	Employee Pension & FICA								
						REVISED BUDGET				.00
						PER 01		871.06	871.06	
						PER 02		933.21	1,804.27	
						PER 03		908.73	2,713.00	
						PER 04		908.73	3,621.73	
25/05	356	05/02/25	PRJ PR0502	1250502	1250502	1250		577.99	4,199.72	
	PAY050225	WARRANT=250502	RUN=1	BI-WEEKL						
25/05	847	05/16/25	PRJ PR0516	1250516	1250516	1250		454.36	4,654.08	
	PAY0516	WARRANT=250516	RUN=1	BI-WEEKL						
25/05	1696	05/30/25	PRJ PR0530	1250530	1250530	1250		489.67	5,143.75	
	PAY053025	WARRANT=250530	RUN=1	BI-WEEKL						
	LEDGER BALANCES	---	DEBITS:	5,143.75		CREDITS:	.00	NET:	5,143.75	
74830	62100	Telephone								
						REVISED BUDGET				.00
						PER 01		61.53	61.53	
						PER 02		61.80	123.33	
						PER 03		61.46	184.79	
						PER 04		61.66	246.45	
25/05	847	05/16/25	PRJ PR0516	1250516	1250516	1250		55.00	301.45	
	PAY0516	WARRANT=250516	RUN=1	BI-WEEKL						
25/05	850	05/12/25	API 006205		237616	41023		6.30	307.75	
	W C052025	COUNTY WIDE BILL			CONSOLIDATED TELECOM					
	LEDGER BALANCES	---	DEBITS:	307.75		CREDITS:	.00	NET:	307.75	
74830	62680	Non-Employee Per Diems								
						REVISED BUDGET				.00
						PER 01		200.00	200.00	
						PER 03		500.00	700.00	
						PER 04		150.00	850.00	
25/05	1397	05/27/25	API 003257		238241	41137		50.00	900.00	
	W A052725	MHB MEETING & MILEAGE	5/23/202	GAASVIG, CRAIG						

ACCOUNT DETAIL HISTORY FOR 2025 05 TO 2025 05

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC	REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE	
25/05	1397	05/27/25	API	008091		238243	1964345		50.00	950.00		
	W	A052725	MHB	MEETING & MILEAGE	5/23/202	BRYAN RAMSRUD						
25/05	1397	05/27/25	API	100532		238245	1964347		50.00	1,000.00		
	W	A052725	MHB	MILEAGE	5/23/2025	MORRISON COUNTY AUDI						
25/05	1397	05/27/25	API	006952		238246	41139		50.00	1,050.00		
	W	A052725	MHB	MEETING & MILEAGE	5/23/202	MICHAEL KEARNEY						
25/05	1397	05/27/25	API	003356		238256	41138		50.00	1,100.00		
	W	A052725	MHB	MEETING & MILEAGE	5/23/202	HUBBARD COUNTY TREAS						
LEDGER BALANCES --- DEBITS:					1,100.00	CREDITS:	.00	NET:	1,100.00			
74830	62720	Non-Employee Mileage										
									REVISED BUDGET		.00	
									PER 01	285.60	285.60	
									PER 03	555.80	841.40	
									PER 04	92.40	933.80	
25/05	1397	05/27/25	API	003257		238241	41137		71.40	1,005.20		
	W	A052725	MHB	MEETING & MILEAGE	5/23/202	GAASVIG, CRAIG						
25/05	1397	05/27/25	API	006995		238242	1964346		93.80	1,099.00		
	W	A052725	MHB	MILEAGE	5/23/2025	CORY SMITH						
25/05	1397	05/27/25	API	008091		238243	1964345		81.20	1,180.20		
	W	A052725	MHB	MEETING & MILEAGE	5/23/202	BRYAN RAMSRUD						
25/05	1397	05/27/25	API	006980		238244	41146		121.80	1,302.00		
	W	A052725	MHB	MILEAGE	5/23/2025	ROBERT F. KASPER						
25/05	1397	05/27/25	API	006952		238246	41139		81.20	1,383.20		
	W	A052725	MHB	MEETING & MILEAGE	5/23/202	MICHAEL KEARNEY						
25/05	1397	05/27/25	API	003356		238256	41138		39.20	1,422.40		
	W	A052725	MHB	MEETING & MILEAGE	5/23/202	HUBBARD COUNTY TREAS						
LEDGER BALANCES --- DEBITS:					1,422.40	CREDITS:	.00	NET:	1,422.40			
74830	62990	Prof. & Tech. Fee - Other										
									REVISED BUDGET		6,300.00	
									PER 01	9,735.32	9,735.32	
									PER 02	525.00	10,260.32	
									PER 03	525.00	10,785.32	
									PER 04	66,827.50	77,612.82	
25/05	2062	05/30/25	GEN	RECURRING FINANCIAL SERVICE						525.00	78,137.82	

ACCOUNT DETAIL HISTORY FOR 2025 05 TO 2025 05

ORG YR/PR	OBJECT JNL	PROJ EFF DATE	SRC REF1	REF2	REF3	CHECK #	OB	AMOUNT	NET LEDGER BALANCE	NET BUDGET BALANCE
LEDGER BALANCES --- DEBITS:					78,137.82	CREDITS:		.00	NET:	78,137.82
74830	63320	Employee Mileage								
								REVISED BUDGET		.00
PER 01								248.97	248.97	
PER 02								408.10	657.07	
PER 03								159.11	816.18	
PER 04								246.82	1,063.00	
25/05	1335	05/27/25	API 007742		238159	1964338		238.07	1,301.07	
W OOP0425 April Travel Expense					TERRILL,TIM					
LEDGER BALANCES --- DEBITS:					1,301.07	CREDITS:		.00	NET:	1,301.07
74830	64090	Office Supplies								
								REVISED BUDGET		.00
PER 02								50.61	50.61	
PER 04								15.10	65.71	
25/05	1896	05/19/25	GNI					34.30	100.01	
BREM PCARD cell phone holder for kayak										
TIM TERRILL - AMAZON MKTPL*LZ8WD1PW3 - cell phone holder for kayak										
LEDGER BALANCES --- DEBITS:					100.01	CREDITS:		.00	NET:	100.01
GRAND TOTAL --- DEBITS:					134,771.89	CREDITS:	-137,460.75	NET:	-2,688.86	

26 Records printed

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



IMMEDIATE PRESS RELEASE 6/2//25

Media Contact

Tim Terrill

218-824-1189

timt@mississippiheadwaters.org

www.mississippiheadwaters.org

322 Laurel St.

Brainerd, MN 56401

Mississippi Headwaters Board Hears Report on High School Conservation Awareness Program

The Mississippi Headwaters Board (MHB) has a program where they give a presentation to local high schools in the eight-county area in which they talk with students about what the MHB does, and career paths for high schoolers to consider in the conservation field. The MHB developed this program several years ago because they care about the future of conservation and want to make students aware of the opportunities available to them. Tim discussed the feedback he received from students over the 2024-2025 school year and noted that some students learned that we need to take care of our water. Other students said they learned that government agencies obtained grants to help protect the water and animal habitat in the area and were interested in pursuing a conservation job after high school. Tim also mentioned the importance of broadening the student minds about various careers in conservation and noted that six high schools were reached totaling sixty-nine students. Comm. Barrows encouraged Tim to begin now lining up schools for next year so that he may get a better response from them. Tim agreed and would begin calling schools this year to line them up for the next school year.

Mississippi River excursion signs are a hit for paddlers

The signs installed by the Mississippi Headwaters Board generated \$61,000 to local economies in 2024, according to estimates by the board.



There are 15 routes along the Mississippi River that are currently mapped out by excursion signs thanks to an initiative by the Mississippi Headwaters Board. The board is planning to add three more this year: near Crosby, Brainerd and Cohasset.

FNS file photo

For paddlers looking for routes along the Mississippi River, the Mississippi Headwaters Board now has them covered.

The board is putting up signs guiding paddlers on routes along the Mississippi River across eight counties in northern Minnesota. The excursion signs are put on river accesses and detail where the route leads to, the history of the area around the river, safety reminders and more. Paddlers can see where the routes are by visiting mississippiheadwaters.org/scenicRecreation.

“I noticed there's a lot of kayaking going on (the Mississippi River),” said Executive Director Tim Terrill. “So I was like, well, how can we get something useful and promote something useful that people could use?”

That's where the signs come in, which were first put up in 2019. There are 15 routes along the river that are currently mapped out by excursion signs. The board is planning to add three more this year: near Crosby, Brainerd and Cohasset.



This excursion sign by a Bemidji-area Mississippi River access is one of 15 installed by the Mississippi Headwaters Board, which shows a map of where the route leads to on the river, the history of the area around the river and safety reminders.

Leo Pomerence / Bemidji Pioneer

“I really wanted to connect and make something that the people could enjoy,” Terrill said. “It really exceeded my expectations.”

The signs guide paddlers on routes that range from around three to five hours long. For those who don’t know the area, there’s a QR code that visitors can scan that will bring up a map on their phone that they can follow paddlers as they go downstream.

“Once you scan that QR code, it will follow you down the river like Google Maps,” he said. “And you don't need cell phone service.”



A map that guides paddlers on a 7-mile route on the Mississippi River. The QR code in the corner can download the map to a visitor's phone and can navigate them on the river without cell phone service.
Leo Pomeranke / Bemidji Pioneer

The board estimates that the paddling routes generated \$61,000 to local economies in 2024, using estimates from QR code data, doubling the total in 2022 and 2023. The board assumed each person who scanned the QR code spent \$40 on gas, food or other essentials to come up with their estimate.

The board also runs events called “resourcetainment,” in which participants paddle down the river and have a social hour afterward.

Three scheduled events are planned for this summer:

- **Aitkin Paddle Your Glass Off:** Set for 9 a.m. to 1 p.m. on June 14 in Aitkin, paddlers will take a route down the river and enjoy music, craft beer and games afterward.
- **Paddle & Pint:** Set for 9 a.m. to 1 p.m. on July 12, in Cohasset, paddlers will park at the end of the route, and a party bus will shuttle them to the beginning of the route. Afterward, folks will eat at Bear Ridge Pizza in Cohasset.
- **Mississippi History Paddling Excursion:** Paddlers will stop at certain historical areas along the river in Brainerd from 2:30 to 5 p.m. on Aug. 9.

“People are really liking the events,” Terrill said. “When you give it a snappy name like ‘resourcetainment,’ everybody’s like, ‘Oh that’s such a cool idea.’”

The Mississippi Headwaters Board is an organization put together by eight northern Minnesota counties to limit land use along the Mississippi River and to maintain the river’s health and ecosystem, according to their website. Those counties include Beltrami, Hubbard, Cass, Itasca, Clearwater, Aitkin, Crow Wing and Morrison.

Another part of their mission is to promote recreation on the river, which Terrill is very passionate about. With the excursion signs project, he’s excited to see its popularity so far.

“These signs help bring about awareness, education, but they just take away all the unknown factors,” he said. “It gets people on the river, and once you’re on the river, you wanna protect it.”





Mississippi Headwaters Board Funding Request Questionnaire

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

Web Site: www.mississippiheadwaters.org

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

1. Tell us about yourself. What is the primary purpose of your organization?
 - A. Aitkin County Land Department is a Natural Resource based department responsible for the stewardship of all county administrated land. Within the Aitkin County Land department a sub group is the Parks and Trails division that overseas recreation based infrastructure that is managed by the county on county land or in partnership with the County. Throughout Aitkin County, the parks and trails division has 4 Campgrounds, 660 miles of Snowmobile Trails, 340 Miles of ATV Trail, and over 100 Miles of Mississippi Water trail. The Parks and Trails organization maintains all of these trail infrastructures and looks for improvements the recreation assets that are within the borders.
2. Tell us how this project will align with one or more of the multiple values listed above, and what you want to accomplish with your project?
 - A. The project that is being submitted for involves the relocation of two campsites on our Mississippi river Campground located in Jacobson, MN. This project became a necessity due to natural erosion that had occurred by the “Mighty Mississippi” river. The redevelopment of Two Campsites are being sought after to continue to the same about of vacancy at the Jacobson Campground. This is one of the prime remote campgrounds of Aitkin County and we strive to provide the same number of amenities and sites.
3. What amount of funding are you requesting, and what will it be used for? Have you requested funds from other sources and are they secured?
 - a. Funding is being completed through the Aitkin County Land Department at this point with the hopes of additional funding from the Mississippi Headwaters Board to help alleviate the costs that will be incurred by this project. The project as listed above is for the relocation of Campsites at the Jacobson Campground located on the Mississippi River. This project will be re-establishing new campsites after the campsites were cut short from erosion.

4. Is this project regional in scope and/or involves any of the MHB member counties (Clearwater, Hubbard, Beltrami, Cass, Itasca, Aitkin, Crow Wing, and Morrison)?
 - a. This project is located on the Northeast side of Aitkin County on the Mississippi River. This project is a direct tie to the MHB scope and management planning.
5. What type of organization are you (governmental, Nonprofit, etc...)
 - a. Aitkin County is a local government organization.





Jacobson Campground: Campground reclamation project

Campsite #1

	Quantity	Price	Total
Labor Hours	25	\$ 30.00	\$ 750.00
Skidsteer Hours	10	\$ 75.00	\$ 750.00
Base Material (Class 5 Material) Dump Truck loads)	6	\$ 275.00	\$ 1,650.00
Excavator rental	2	\$ 400.00	\$ 800.00
Firepit	1	\$ 800.00	\$ 800.00
Stand up grill	1	\$ 500.00	\$ 500.00
			\$ 5,250.00

Campsite #2

	Quantity	Price	Total
Labor Hours	25	\$ 30.00	\$ 750.00
Skidsteer Hours	10	\$ 75.00	\$ 750.00
Base Material (Class 5 Material) Dump Truck loads)	6	\$ 275.00	\$ 1,650.00
Excavator rental	2	\$ 400.00	\$ 800.00
Firepit	1	\$ 800.00	\$ 800.00
Stand up grill	1	\$ 500.00	\$ 500.00
			\$ 5,250.00

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 326 Laurel St., Brainerd, MN 56401 (“MHB”) and West Communications, with its principal office located at 25839 Trailside Run, 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, 2026, 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 regularly with MHB member counties to advise and assist with landowner outreach.

- Work with the Trust for Public Land to identify and target potential parcels for acquisition.
- Maintain relationships with BWSR Conservation Easement Section staff to coordinate assignment of easements to legislative appropriations and maintain efficient tracking of easements submitted to BWSR.
- Work with Headwaters' Soil & Water Conservation Districts (SWCDs) to review and coordinate potential parcels to be presented to Technical Committee for easement consideration.
- Coordinate Technical Committee meetings and take notes.
- Annually write and submit grants, and revisions as needed, to the LSOHC and testify annually before them.
- Report and fulfill the responsibilities of appropriated LSOHC grants by meeting final reporting requirements.
- Produce and distribute any communication to promote the Mississippi Headwaters Habitat Corridor Project.

5.2 Action Steps and Timeline.

The duration of this contract will be through June 30, 2026, 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, 2026 not to exceed the amount of \$29,000 at a rate of \$95 per hour 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, 2026.

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: 326 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 _____
Name-**Printed**

Title _____

Date _____

West Communications

By _____
Authorized Signature-**Signed**

By _____
Name-**Printed**

Title _____

Date _____

Executive Director Report

May - June 2025

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. Sent out emails and posted on social media the paddling events for this summer.
7. Sent email invite out to biennial conference attendees.
8. Followed up with signage installation. DNR and Brainerd will be installing them in the next two weeks, and I am still trying to connect with the Army Corps of Engineers (Pokegama) to see if they have or will install them before our July paddle.
9. Applied to LSOHC with ML 26 proposal for \$9.8M. The passage of the legislative bill provided us with \$2.769 in funding. An accomplishment plan will be developed and submitted before June 9th.

Meetings & Networking

5/16 Went to Lum and Kiwanis Park in Brainerd and worked with the city on placement of signs.

5/17 Went to Grand Rapids and gathered content for Visit Grand Rapids Reels on social media

5/19 Posted first video for Visit Grand Rapids.

5/20 Held phone conversation with Katie Benes about a non-conforming lot with multiple unpermitted structures. The lot exceeds impervious surface standards by the State and MHB Comprehensive Plan.

5/27 Followed up with organizations on signage installment.

5/28 looked at Variance from Itasca county dealing with road right-of-way.

5/29 Talked with Aitkin County Economic Development Director Mark Jeffers about the possibility of a campaign similar to Visit Grand Rapids to promote tourism and natural resource recreation through social media. Talked about a campaign to boost posts rather than just posting.

6/2 Attended Morrison County DRT meeting and discussed a non-conforming lot created in the early 2000's on the Mississippi River.

6/4 Attended Morrison SWCD Water Plan Task Force Meeting and learned about last year's projects that they did along with future plans.

6/9 Held MHHCP contract renegotiation with Paula West.

6/11 Attended the Miss. River Sartell 1W1P advisory committee meeting. Over 27 streams are impaired in this watershed and the biology was the main impairment on the Miss. river.

6/11 Set up date to paddle different stretches of the Miss. River with Sandy Bromenschenkel and record time. I also will be taking some video in case Aitkin county wants to promote themselves on social media.

6/12 Set up date to meet with Joe St. Onge to talk about MHB help on promoting a resourcetainment event there named the Minnesota Canoe Race.

6/12 Met with the North Shore Management Board and talked about the history and formation of the MHB. They are looking at the possibility of hiring an executive director, and wanted to know about the MHB funding and history because we have similar histories.

6/13 Met with Joe St. Onge and discussed opportunity to help market a resourcetainment event with them in Bemidji.