

Shell Rock River Watershed District
Regular Meeting Minutes
April 13, 2021

Managers present via teleconference: Gary Pestorious, Al Bakken, Dan DeBoer, Brad Kramer, Mike Hanson and Mick Delger

Manager Mike Hanson and Joe Pacovsky joined late.

Chairman Delger called the regular meeting to order on April 13, 2021 at 8:30 a.m. via teleconference as provided by Minnesota Statute 13D.021 Sub. 1. All SRRWD staff and board members can hear one another, the meeting is recorded and streamed live via www.shellrock.org and Facebook, and all votes are taken by roll call.

Chairman Delger opened the public hearing for the Miller Tract Wetland Restoration, Orr Wetland Restoration, and IC&E Wetland Enhancement. Project/Program Manager, Courtney Phillips, provided an overview of the project. This project is located east of Alden and north of Interstate 90 in the County Ditch 54 system and includes the creation of four wetlands basins, berms, swales, and public and private tile breaks. The restoration work is funded through multiple phases of the LSOHC Habitat Restoration Project. No comments were received. The public hearing was closed.

Manager Kramer offered the following motion:

Move to approve the consent agenda.

Manager DeBoer seconded the motion.

On a roll call vote, the following managers voted in favor of said motion: Pestorious, Kramer, Bakken, DeBoer, Hanson, and Delger. Chairman Delger declared the motion passed.

Manager Hanson offered the following motion:

Move to approve the agenda with addition: Legislative Update

Manager Pestorious seconded the motion.

On a roll call vote, the following managers voted in favor of said motion: Pestorious, Kramer, Bakken, DeBoer, Hanson, and Delger. Chairman Delger declared the motion passed.

Administrator Andy Henschel provided an overview of the Minnesota Pollution Control Agency (MPCA) Clean Water Partnership (CWP) General Obligation Note Offer. The District applied for the 10-year/zero interest loan in February as a means to improve cash flow for the Fountain Lake Restoration Project. The District was recently approved for the maximum loan award of \$1 million dollars. Administrator Henschel explained some of the criteria for the MPCA CWP loan including a general obligation note and opinion regarding the District's finances.

Manager Bakken offered the following motion:

Move to introduce Resolution 2021-07 as follows:

Extract of Minutes of Meeting
of the Board of Managers of the
Shell Rock River Watershed District

Pursuant to due call and notice thereof, a regular meeting of the Board of Managers of the Shell Rock River Watershed District, Minnesota, was duly held via teleconference on Tuesday, the 13th day of April, 2021, at 8:30 a.m. The teleconference was held in accordance with Minnesota Statutes, Section 13D.021.

The following managers were present:

and the following were absent:

The following resolution was presented by _____, who moved its adoption:

RESOLUTION NO. 2021-07

ACCEPTING THE OFFER OF THE MINNESOTA POLLUTION CONTROL AGENCY TO PURCHASE A TAXABLE GENERAL OBLIGATION NOTE, SERIES 2021, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000; AND PROVIDING FOR ITS ISSUANCE IN ACCORDANCE WITH A CLEAN WATER PARTNERSHIP LOAN AGREEMENT

BE IT RESOLVED by the Board of Managers (the “Board”) of the Shell Rock River Watershed District, Minnesota (the “District”), as follows:

Section 1. Recitals.

(a) The Minnesota Pollution Control Agency (the “MPCA”) is authorized pursuant to Minnesota Statutes, Sections 103F.701 through 103F.755, as amended (the “Clean Water Partnership Law”), to provide loans to political subdivisions, including watershed districts, in the State of Minnesota (the “State”) to fund eligible costs of the construction of facilities necessary to protect, enhance, and restore surface and ground water and to prevent water pollution in the State through its Clean Water Partnership Loan Program (the “Program”).

(b) The District has applied for a loan from the MPCA pursuant to the Program (the “Loan”) to finance a portion of the cost of the implementation of the District’s project workplan for the Fountain Lake Restoration Project (the “Project”). The MPCA has offered to make a loan to the District in the amount of \$1,000,000 or so much as is to be disbursed and repaid in accordance with the terms of the Clean Water Partnership Project Implementation Loan Agreement (the “Project Loan Agreement”), between the District and the MPCA in substantially the form set forth in **EXHIBIT A** attached hereto. The Project Loan Agreement, as executed, is incorporated herein by reference.

(c) Pursuant to Laws 2005, First Special Session chapter 3, article 5, section 38, subdivision 2, as amended by Laws 2006, chapter 259, article 3, section 6, as amended by Laws 2017, First Special Session chapter 1, article 5, section 12 (the “Special Law”), the City of Albert Lea, Minnesota (the “City”) has imposed a sales and use tax (the “Sales Tax”), the proceeds of which are transferred to the District for water quality improvement projects as detailed in the Shell Rock River watershed plan and as directed by the Board, including without limitation the Fountain Lake Restoration Project.

(d) Pursuant to Section 103F.725, subdivision 1a(g) of the Clean Water Partnership Law, the District is authorized to borrow money from the MPCA for the Project and issue its general obligation note for the purpose of evidencing its obligation to repay the loan.

(e) Contracts for the Project have been or will be made by the District with the approval of the MPCA and all other State and federal agencies of whose approval is required.

(f) In accordance with Minnesota Statutes, Section 475.60, subdivision 2(4), the District is authorized to issue obligations to a board, department or agency of the State by negotiation and without advertisement for bids and the MPCA is, and has represented that it is, a board, department or agency of the State.

Section 2. Acceptance of Offer; Payment; Denomination.

(a) The District hereby accepts the offer of the MPCA to purchase the Taxable General Obligation Note, Series 2021 (the “Note”), to be issued by the District in the original aggregate principal amount of \$1,000,000, and to pay therefor the par amount of the Note as provided below, and the sale of the Note is awarded to the MPCA. Payment for the Note is to be disbursed in installments as eligible costs of the Project are reimbursed or paid, all as provided in the Project Loan Agreement.

(b) The Note is to be issued in the original aggregate principal amount of \$1,000,000, originally and nominally dated as of the date of delivery to MPCA, as a fully registered Note without coupons. The Note will be in the denomination of the entire principal amount thereof, numbered R-1, and will mature in the anticipated installment amounts set forth in **EXHIBIT B** attached hereto subject to adjustment in accordance with the Project Loan Agreement. So long as the repayments are made on time, the Note shall not accrue interest. In the event that the District does not make its regularly scheduled payments, the Note shall be subject to a penalty of 2% per annum on the principal balance owed commencing on the date repayment is due and continuing until the payment is received by the MPCA.

(c) The Note is subject to redemption and prior payment as provided in the Project Loan Agreement.

(d) Principal in the installment amounts set out in the Note are payable by wire transfer, or if by check or draft of the District or its designated registrar, mailed the last business day prior to the payment date (each June 15 and December 15) to the registered holder thereof at the holder’s address as it appears on the bond register at the close of business on the 5th day (whether or not a business day) immediately preceding the payment date. The District Administrator is hereby appointed as the initial registrar, transfer agent, authenticating agent, and paying agent of the District with respect to the Note.

Section 3. Date. The Note will be a fully registered negotiable obligation, dated as of date of delivery and issued forthwith. The Note shall be issued in substantially the form attached hereto as **EXHIBIT B**.

Section 4. Execution. The Note is to be executed on behalf of the District by the manual or facsimile signatures of its Chair and District Administrator and is to be authenticated by the manual signature of the District Administrator, acting as authenticating agent of the District. In the event of disability or resignation or other absence of any of such officers, the Note may be signed by any officer who is authorized to act on behalf of such absent or disabled officer. If an officer whose

signature will appear on the Note ceases to be such officer before the delivery of the Note, such officer's signature will nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The District Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, as bond counsel to the District, and to cause the opinion to be printed on or accompany the Note.

Section 5. Delivery; Application of Proceeds. The Note when so prepared and executed will be delivered by the District Administrator to the MPCA prior to any disbursements pursuant to the Project Loan Agreement, and the purchaser is not obliged to see to the proper application thereof.

Section 6. Note Fund and Accounts. There is hereby created a separate fund of the District designated as the "General Obligation Note, Series 2021 Fund" (the "Note Fund") held and administered by the District Administrator separate and apart from all other funds of the District. The District Administrator will establish and maintain financial records of the receipts and disbursements relating to the Project in accordance with this resolution. The Note Fund will be maintained in the manner specified until the Note, any refunding obligations issued to refund the Note, and any other general obligations hereafter issued and made payable from the Note Fund, and the interest thereon, have been fully paid. There will be maintained in the Note Fund, in addition to any accounts previously created, the following 2 separate accounts:

(a) A Capital Account to which will be credited all proceeds from the sale of the Note. The Note is the only source of money to be credited to the Capital Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the money need not be placed in the Capital Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. Money in the Capital Account is to be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that such money may only be expended for costs and expenses which are permitted under the Project Loan Agreement. Upon completion of the Project and the payment of the costs thereof, any surplus is to be transferred to the Debt Service Account (hereinafter defined).

(b) A Debt Service Account into which are irrevocably pledged or credited (i) Sales Tax revenues in an amount sufficient, together with other legally available funds, to pay the principal of and interest, if any, on the Note when due; (ii) all funds remaining in the Capital Account after completion of the Project and payment of the costs of the Project; (iii) all collections of taxes which may hereafter be levied for the payment of the principal of and interest, if any, on the Note; (iv) all investment earnings on money held in the Debt Service Account; and (v) any amounts authorized under the Clean Water Partnership Law and any other money which is properly available and is appropriated by the Board to the Debt Service Account. The money in this account may be used only to pay or prepay the principal of the Note and to pay interest, if any on the Note and any other obligations hereafter issued and made payable from this account.

Section 7. General Obligation Pledge. The full faith and credit and taxing powers of the District will be and are irrevocably pledged for the prompt and full payment of the principal of and interest on the Note as the same respectively become due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest, if any, then due on the Note and any other obligations payable therefrom, the deficiency will be promptly paid out of any other funds of the District which are available for such purpose, and those other funds may be reimbursed, with or without interest, from the Debt Service Account when a sufficient balance is available in that account.

Section 8. Certification to County Auditor-Treasurer as to Debt Service Fund Amount. It is found, determined and declared that the Sales Tax revenues are sufficient in amount to pay 105% of the principal of and interest, if any, on the Note when due, and such revenues are pledged to the payment of the Note, but solely to the extent required to meet, with other pledged sources, 105% of the principal and interest requirements of the Note as the same become due. Sales Tax revenues in excess thereof may be used for any proper District purpose.

Section 10. Certificate of County Auditor-Treasurer as to Registration. The District Administrator is authorized and directed to file a certified copy of this resolution with County Auditor-Treasurer of Freeborn County and to provide the certificate required by Minnesota Statutes, Section 475.63.

Section 11. Project Loan Agreement. The provisions of this resolution relating to the Note are intended to be consistent with the provisions of the Project Loan Agreement, and to the extent that any provision in the Project Loan Agreement is in conflict with this resolution as it relates to the Note, that provision controls. The Board hereby authorizes and ratifies the execution of the Project Loan Agreement by the District Administrator on behalf of the District. The Project Loan Agreement must be attached to the Note if the holder of the Note is any person other than the MPCA.

Section 12. Records and Certificates. The officers of the District are hereby authorized and directed to prepare and furnish to the MPCA, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the District relating to the Note and to the financial condition and affairs of the District, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control, or as otherwise known to them, and all such certified copies, certificates and affidavits including any heretofore furnished, are to be deemed representations of the District as to the facts recited therein.

Unless litigation has commenced and is pending questioning the Note, taxes and revenues pledged for the payment of the Note, or the organization of the District or the incumbency of its officers, the Chair and the District Administrator are hereby authorized and directed to execute and deliver to the MPCA at the closing a suitable certificate as to absence of material litigation, and the District Administrator is authorized and directed to execute and deliver to the MPCA at the closing a certification as to payment for and delivery of the Note.

Section 13. Designation of Project Representative. The Board hereby designates the District Administrator as the person responsible for representing the District in all matters which, in accordance with the terms of the Project Loan Agreement, do not specifically require action by the

District. The Board hereby designates the District Administrator as the person responsible for executing all requests for disbursements of the Loan under the Project Loan Agreement on behalf of the District.

Section 14. Severability. If any section, paragraph or provision of this resolution is held to be invalid or unenforceable for any reason, the validity or unenforceability of such section, paragraph or provision will not affect any of the remaining provisions of this resolution.

Section 15. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and do not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by _____,
and upon vote being taken thereon the following managers voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

Mitchell Delger
SRRWD Board Chairman

Dan DeBoer
SRRWD Board Secretary

EXHIBIT A
PROJECT LOAN AGREEMENT

EXHIBIT B
FORM OF NOTE

No. R-1	UNITED STATES OF AMERICA STATE OF MINNESOTA SHELL ROCK RIVER WATERSHED DISTRICT	\$1,000,000
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TAXABLE GENERAL OBLIGATION NOTE
SERIES 2021

Date of Original Issue: _____, 2021

The Shell Rock River Watershed District, a duly organized and existing watershed district and political subdivision of the State of Minnesota (the "District"), certifies that it is indebted for value received and promises to pay to the Minnesota Pollution Control Agency (the "MPCA") or registered assigns, the principal sum of \$1,000,000, or so much thereof as may have been disbursed on the dates and in the installments as follows:

<u>Date</u>	<u>Installment</u>	<u>Date</u>	<u>Installment</u>
December 15, 2024	\$ 50,000	December 15, 2029	\$ 50,000
June 15, 2025	\$ 50,000	June 15, 2030	\$ 50,000
December 15, 2025	\$ 50,000	December 15, 2030	\$ 50,000
June 15, 2026	\$ 50,000	June 15, 2031	\$ 50,000
December 15, 2026	\$ 50,000	December 15, 2031	\$ 50,000
June 15, 2027	\$ 50,000	June 15, 2032	\$ 50,000
December 15, 2027	\$ 50,000	December 15, 2032	\$ 50,000
June 15, 2028	\$ 50,000	June 15, 2033	\$ 50,000
December 15, 2028	\$ 50,000	December 15, 2033	\$ 50,000
June 15, 2029	\$ 50,000	June 15, 2034	\$ 50,000

This Note shall not accrue interest but is subject to a late penalty in accordance with the terms hereof.

Principal Payments. This Note is given in accordance with the Clean Water Partnership Project Implementation Loan Agreement, dated _____, 2021 (the "Project Loan Agreement"), between the MPCA and the District to finance the implementation of the District's Project workplan for the Fountain Lake Restoration Project (the "Project"). The principal installments will be paid in substantially the amounts and on the dates scheduled above; provided that (a) to the extent any principal amount of this Note is never disbursed, the amount of the principal not disbursed is to be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule is to be reamortized to provide similarly level annual installments of total debt service payments); and (b) the first principal installment under this Note shall be due and payable no later than one year after the earliest of the following: (i) the Project Implementation Loan (as defined in the Project Loan Agreement) has been

fully disbursed; (ii) the Project has been fully completed; or (iii) the Project Implementation Period (as defined in the Project Loan Agreement) has expired.

Principal and any premium due under this Note will be paid on each payment date by wire transfer of immediately available funds, or by check or draft mailed the last business day prior to the payment date to the registered holder thereof at the holder's address as it appears on the bond register at the close of business on the 5th day (whether or not a business day) immediately preceding the payment date in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Late Payment Penalty. In the event that the District does not make its regularly scheduled payments, this Note shall be subject to a penalty of 2% per annum on the principal balance owed commencing on the date repayment is due and continuing until the payment is received by the MPCA.

Redemption. This Note is subject to optional or mandatory redemption and prepayment in whole or in part as provided in the Project Loan Agreement.

Purpose; General Obligation. This Note has been issued pursuant to and in full conformity with the bylaws of the District and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 103F.701 through 103F.755, as amended, Chapter 475, as amended, Sections 103D.335 and 103.905, as amended, for the purpose of providing money to finance eligible costs of the Project, and is payable out of the Debt Service Account of the General Obligation Note, Series 2021 Fund of the District (the "Note Fund"), established by the resolution adopted by the Board of Managers of the District on April 13, 2021 (the "Resolution"), and to which account have been pledged a sales and use tax received by the District from the City of Albert Lea, Minnesota pursuant to Laws 2005, First Special Session chapter 3, article 5, section 38, subdivision 2, as amended by Laws 2006, chapter 259, article 3, section 6, as amended by Laws 2017, First Special Session chapter 1, article 5, section 12, as amended (the "Sales Tax"), as set forth in the Resolution. The full faith and credit of the District are irrevocably pledged for payment of this Note, for which ad valorem taxes may be levied without limitation as to rate or amount.

Registration: Transfer. This Note must be registered in the name of the payee on the books of the District by presenting this Note for registration to the District Administrator, who will endorse the District Administrator's name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or owner's legal representative, and the District may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the District Administrator.

Fees Upon Transfer or Loss. The District Administrator may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and lost notes.

Project Loan Agreement. The terms and conditions of the Project Loan Agreement are incorporated herein by reference and made a part hereof. The Project Loan Agreement may be attached to this Note and must be attached to this Note if the holder of this Note is any person other than the MPCA.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Note, have been done, have happened and have been performed in regular and due form, time and manner required by law; that the District has covenanted and agreed with the holder of this Note that it will pledge the Sales Tax revenues, to pay all principal and interest when due on this Note; and that this Note, together with all other debts of the District outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional, or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the Shell Rock River Watershed District, Minnesota, has caused this Note to be executed with the manual or facsimile signatures of its Chair and District Administrator, both as of the nominal date of original issue specified above.

**SHELL ROCK RIVER WATERSHED
DISTRICT, MINNESOTA**

By _____
Its Chair

By _____
Its District Administrator

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This is the Note described above and has been registered as to the principal and interest in the name of the Registered Owner identified below on the registration books of the Administrator of the District. The transfer of ownership of the principal amount of this Note may be made only by the Registered Owner or by the Registered Owner's legal representative last noted below.

Date of Registration

Registered Owner

Signature of
District Administrator

Minnesota Pollution Control Au-
thority
Federal Employer I.D. No.

STATE OF MINNESOTA)
)
COUNTY OF FREEBORN)
)
SHELL ROCK RIVER))
WATERSHED DISTRICT)

I, the undersigned, being the duly qualified and acting District Administrator of the Shell Rock River Watershed District, Minnesota (the “District”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Managers of said District held on April 13, 2021, with the original thereof on file in my office and the same is a full, true and correct copy thereof, insofar as the same relates to the issuance and sale of the District’s Taxable General Obligation Note, Series 2021, in the original aggregate principal amount of \$1,000,000.

WITNESS My hand as such District Administrator and the corporate seal of the District this ____ day of _____, 2021.

District Administrator, Shell Rock River Watershed District, Minnesota

Manager Pestorious seconded the motion.

On a roll call vote, the following managers voted in favor of said resolution: Pestorious, Kramer, Bakken, DeBoer, Hanson, and Delger. Chairman Delger declared the resolution passed.

Manager Pestorious offered the following motion:

Move to approve the Minnesota Pollution Control Agency Clean Water Partnership Agreement.

Manager DeBoer seconded the motion.

On a roll call vote, the following managers voted in favor of said motion: Pestorious, Kramer, Bakken, DeBoer, Hanson, and Delger. Chairman Delger declared the motion passed.

Judy Erickson provided a bonding update. Bonding: HF 337 The District's proposal has not been included in the House Capital Investment Omnibus. The bill is being heard in the Capital Investment committee during the week of April 12-April 16. The Senate has not held any hearings on individual bonding projects during this legislative session. We anticipate further action and progress on a bonding bill to happen in May.

Administrator Henschel provided an update on the Fountain Lake Restoration Project. Dredging is expected to begin on April 19, 2021. The dredging contractor, J.F. Brennan Company, Inc. is will remove approximately 36,000 cubic yards from Dane's Bay and 250,000 cubic yards from the Main Bay of Fountain Lake. This phase of the project is scheduled to be completed by mid-August.

Administrator Henschel provided an update on the Confined Disposal Facility (CDF) cell 3. The District sent final plans to the Minnesota Department of Natural Resources (DNR) to allow cell 3 to be filled. The plans were recently approved and include filling the cell half way and allow for settling. If no issues arise, the DNR will allow access to fill cell 3.

Administrator Henschel discussed hiring a part-time summer intern at the District. The salary is not to exceed \$6,000.00.

Manager DeBoer offered the following motion:

Move to hire a summer intern at the SRRWD.

Manager Kramer seconded the motion. On a roll call vote, the following managers voted in favor of said motion: Pestorous, Kramer, Bakken, DeBoer, Hanson, and Delger. Chairman Delger declared the motion passed.

Administrator Henschel explained the need to schedule a workshop to discuss the Fountain Lake Restoration Project phases, future bonding, potential litigation regarding CDF cell 3, and the Headwaters Property.

Judy Erickson provided a legislative update. LSOHC: HF 1079/SF 971 The District's proposal of \$1.547 million for Phase 10 of the watershed habitat restoration program was included in the LSOHC's recommendations, which are in HF 1079 the House Legacy Omnibus Bill. On Wednesday, April 8th the House Legacy Committee voted on the bill and sent it to the House Ways & Means Committee. The proposal is also in the Senate Omnibus Legacy Bill, SF 971, and is awaiting a hearing in the Senate Finance Committee.

LCCMR: HF 1076/SF 959 Both the House and the Senate included the 2020 and 2021 LCCMR bills in their respective Environment and Natural Resources Finance and Policy Omnibus Bill, HF 1076 and SF 959. The District's restoration project for groundwater recharge and habitat protection was included in both bodies, funded at \$467,000. Both bills are awaiting a hearing in the Senate Finance Committee and the House Ways & Means Committee.

What's Next: Over the next 2-3 weeks the Legislature will be debating their various omnibus bills in their finance committees and on the House and Senate floors. Once bills are passed off of the floor, conference committees will be formed to work out the differences. The Legislature will spend the rest of April and May negotiating over the final details of the budget as well as a bonding bill. They are set to adjourn the regular session on May 17th. Most of us expect special sessions again through June.

Project/Program Manager, Courtney Phillips, provided some background on the Miller Tract Wetland Restoration, Orr Wetland Restoration, and IC&E Wetland Enhancement Plans. The plans include the creation of four wetland basins, berms, swales, and tile breaks.

Manager Hanson offered the following motion:

Move to introduce Resolution 2021-05 as follows:

Resolution 2021-05
Plan Approval
Miller Tract Wetland Restoration, Orr Wetland Restoration, & IC&E Wetland Restoration

WHEREAS, The Shell Rock River Watershed District Board of Managers (“Board of Managers”) pursues the mission of implementing reasonable and necessary improvements to the water-related and other natural resources within its boundaries;

WHEREAS, The Shell Rock River Watershed District (the “District”) is charged with implementing the Shell Rock River Watershed District Watershed Management Plan (the “Plan”);

WHEREAS, project goals and objectives set forth in the Plan include:

- Improve water quality and clarity to District lakes
- Improve and enhance waterfowl habitat
- Maintain efficient system and reduce transport of sediment, nutrients and pesticides into surface waters through the drainage systems
- Minimize flood damage to property and preserve the function of the floodplain
- Restore and retain water upstream throughout the watershed
- Preserve existing rural and urban wetlands and encourage restoration and enhancement

WHEREAS, the District has three projects with parcels located in close proximity to each other and the overall scope of work encompasses work and engineering over all three projects for a better cumulative result to accomplish wetland management and water flow;

WHEREAS, the three parcels are 1. Miller Tract Wetland Restoration initiated on February 11, 2020 by Resolution 2020-02, 2. Orr Wetland Restoration initiated on November 10, 2020 by Resolution 2020-19, and 3. IC&E Wetland Restoration initiated on November 10, 2020 by Resolution 2020-20;

WHEREAS, the Project Plan encompasses integrated design plan and water flow and wetland management for all three projects Miller Tract Wetland Restoration, Orr Wetland Restoration, & IC&E Wetland Restoration;

WHEREAS, the Board of Managers having reviewed the Project Plan, and has determined that approval of the Project Plan will further the objectives of the Plan;

WHEREAS, the District has pursued a comprehensive watershed approach to reduce sedimentation and improve water quality including filter strips, rock inlets, nutrient management systems, water and sediment basin installations, rough fish management practices, installation of fish barriers, septic system inspections, stream bank and ditch restoration projects and the installation of rain gardens.

THEREFORE, the Board of Managers hereby finds that the Project has the potential to promote the public interest and welfare, is practicable, and conforms to the watershed management plan as set forth above.

NOW THEREFORE, be it hereby Resolved that the Shell Rock River Watershed District:

- Sec. 1: Approves the Project Plan dated _____ as presented by ISG;
and
- Sec. 2: Authorizes District staff to conduct work as needed to present this project to the Board for final review and public hearing as required by law.

Manager Kramer seconded the motion.

On a roll call vote, the following managers voted in favor of said resolution: Pestorious, Kramer, Bakken, DeBoer, Hanson, Pacovsky, and Delger. Chairman Delger declared the resolution passed.

Manager Hanson offered the following motion:

Move to introduce Resolution 2021-06 as follows:

Resolution 2021-06
Establish Projects
Project 2020-02 Miller Tract Wetland Restoration, Project 2020-04 Orr Wetland Restoration, & Project 2020-05 IC&E Wetland Restoration

WHEREAS, The Shell Rock River Watershed District Board of Managers (“Board of Managers”) pursues the mission of implementing reasonable and necessary improvements to the water-related and other natural resources within its boundaries;

WHEREAS, The Shell Rock River Watershed District (the “District”) is charged with implementing the Shell Rock River Watershed District Watershed Management Plan (the “Plan”);

WHEREAS, the District has three projects with parcels located in close proximity to each other and the overall scope of work encompasses work and engineering over all three projects for a better cumulative result to accomplish wetland management and water flow;

WHEREAS, the three parcels are 1. Miller Tract Wetland Restoration initiated on February 11, 2020 by Resolution 2020-02, 2. Orr Wetland Restoration initiated on November 10, 2020 by Resolution 2020-19, and 3. IC&E Wetland Restoration initiated on November 10, 2020 by Resolution 2020-20;

WHEREAS, the Project Plan encompasses integrated design plan and water flow and wetland management for all three projects Miller Tract Wetland Restoration, Orr Wetland Restoration, & IC&E Wetland Restoration;

WHEREAS, the Board of Managers having reviewed the Project Plan, and has determined that approval of the Project Plan will further the objectives of the plan;

WHEREAS, The Project Plan was forwarded to the Board of Water and Soil Resources and Department of Natural Resources for their review and comment. DNR comments were received by letter dated February 23, 2021 and BWSR comments were received on March 22, 2021;

WHEREAS, On April 13, 2021, by Resolution 2021-05, the Board of Managers approved the specifications for the Project (the "Final Project Plan");

WHEREAS, a public hearing was held on April 13, 2021 to review the project plan;

THEREFORE, the Board of Managers hereby finds that the proposed Miller Tract Restoration has the ability to promote the public interest and welfare in conformity with the watershed management plan as set forth above.

NOW THEREFORE, be it hereby Resolved that the Shell Rock River Watershed District hereby:

Sec. 1: Establishes "Project No. 2020-02 – Miller Tract Restoration, Project No.2020-04 Orr Wetland Restoration and Project No 2020-05 IC&E Wetland Restoration"

Sec. 2: Authorizes District Staff to complete the Project as set forth in the Final Project Plan; and

Sec. 3: Authorizes the District Staff to obtain quotes; request for approvals and enter into any other agreements or contracts necessary to complete the project.

Manager DeBoer seconded the motion.

On a roll call vote, the following managers voted in favor of said resolution: Pestorious, Kramer, Bakken, DeBoer, Hanson, Pacovsky, and Delger. Chairman Delger declared the resolution passed.

Courtney continued by explaining the temporary construction easement necessary for tile installation that affects the landowner surrounded by the Miller Tract Wetland Restoration, Orr Wetland Restoration, and IC&E Wetland Enhancement Project.

Manager Hanson offered the following motion:

Move to approve VanRyswyk easement for the Miller Tract Wetland Restoration, Orr Wetland Restoration, and IC&E Wetland Enhancement Project.

Manager Kramer seconded the motion.

On a roll call vote, the following managers voted in favor of said motion: Pestorious, Kramer, Bakken, DeBoer, Hanson, Pacovsky and Delger. Chairman Delger declared the motion passed.

Courtney continued by discussing a waterway installation that will protect the wetland restoration that was done in the Pickerel Lake Subwatershed funded through the BWSR Targeted Watershed grant.

Manager Pestorious offered the following motion:

Move to approve Janis Owen's Waterway Contract.

Manager Hanson seconded the motion.

On a roll call vote, the following managers voted in favor of said motion: Pestorious, Kramer, Bakken, DeBoer, Hanson, Pacovsky and Delger. Chairman Delger declared the motion passed.

Courtney explained that the District requested quotes for the removal of the foundation and driveway/parking pad installation at the Church Lake Property. The driveway will be moved to an area more suitable for public parking. Wangen Excavating submitted a quote totaling \$10,016.00.

Manager Pestorious offered the following motion:

Move to award quote for foundation removal and driveway installation at Church Lake Property.

Manager Kramer seconded the motion.

On a roll call vote, the following managers voted in favor of said motion: Pestorious, Kramer, Bakken, DeBoer, Hanson, Pacovsky and Delger. Chairman Delger declared the motion passed.

Courtney continued by discussing an improvement project on the outlet of judicial ditch 9 near Pickerel Lake. This project is funded through the Board of Waters and Soil Resources (BWSR) Targeted Watershed. Funds need to be spent by December 2021.

Manager Hanson offered the following motion:

Move to approve the J9 Outlet project plans.

Manager Pacovsky seconded the motion.

On a roll call vote, the following managers voted in favor of said motion: Pestorious, Kramer, Bakken, DeBoer, Hanson, Pacovsky and Delger. Chairman Delger declared the motion passed.

Manager Pacovsky offered the following motion:

Move to solicit quotes for the J9 Outlet project.

Manager DeBoer seconded the motion.

On a roll call vote, the following managers voted in favor of said motion: Pestorious, Kramer, Bakken, DeBoer, Hanson, Pacovsky and Delger. Chairman Delger declared the motion passed.

During Manager's Reports, Manager Pacovsky announced that a Citizen Advisory Committee/Lakes Foundation meeting has been scheduled for Wednesday, April 14, 2021. Committee member, Laura Cunningham, explained that the date for the annual lake clean-up event will be set during that meeting.

During Manager's Items, Manger Bakken questioned whether or not the District was eligible for any COVID-19 business relief programs. Manager Kramer thanked the staff for the improvements on Fountain Lake.

Administrator Henschel reminded the Board of Managers that a special board meeting and workshop has been tentatively scheduled for April 29, 2021. The next board meeting has been scheduled for May 11, 2021.

Manager DeBoer offered the following motion:

Move to adjourn the meeting.

Manager Kramer seconded the motion.

On a roll call vote, the following managers voted in favor of said motion: Pestorious, Bakken, Pacovsky, DeBoer, and Delger. Chairman Delger declared the motion passed.