



Type of Meeting: Monthly Board Meeting

Date: February 8, 2022

Time: 8:30 a.m.

Location: Shell Rock River Watershed District

214 W. Main St.

Albert Lea, MN 56007

AGENDA

- 1. Call to Order and Roll Call**
- 2. Public Hearing: Vandegrift Wetland Restoration Establishment**
- 3. Consent Agenda** (The following items will be acted upon without discussion in accordance with the staff recommendation and associated documents unless a Manager requests opportunity for discussion.)
 - a. Minutes of the January 18, 2021 SRRWD Monthly Board Meeting**
 - b. January 2022 Treasurer's Report Subject to Audit**
 - c. January 2022 Project Fund Treasurer's Report Subject to Audit**
 - d. Authorize Payment of Claims**
 - e. Authorize Payment of Project Fund Disbursements**
- 4. Approval of Agenda** (Additions/Corrections/Deletions)
- 5. Administrator – Andy Henschel**
 - a. Legislative Update**
- 6. Project/Program Manager – Courtney Phillips**
 - a. Resolution 2022-02 Vandegrift Wetland Restoration Establishment**
 - b. Motion to Approve Joint Powers Agreement with Freeborn County for Vandegrift Wetland Restoration**
 - c. Motion to submit the Shell Rock River-Winnebago draft Comprehensive Watershed Management Plan to the Board of Water and Soil Resources**
 - d. Credit Trading Update**
- 7. Manager's Reports**
 - a. City/County Liaison – Mick Delger**
 - b. Citizen Advisory Committee – Joe Pacovsky**
- 8. Manager's Items:**
- 9. Upcoming Meetings: Board Meeting: March 8, 2022 at 5:30PM**
Annual Meeting: March 8, 2022 at 6:00PM
- 10. Adjourn**

**Shell Rock River Watershed District
Regular Meeting Minutes
January 18, 2022**

Managers present: Mick Delger, Al Bakken, Joe Pacovsky and Brad Kramer

Managers absent: Dan DeBoer, Gary Pestorious and Mike Hanson

Vice-chairman Delger called the meeting to order at 8:30 a.m. on January 18, 2022 at the Shell Rock River Watershed District, 214 W. Main St., Albert Lea, MN 56007.

Manager Kramer offered the following motion:

Move to approve the consent agenda as follows:

- a. Minutes of the December 14, 2021 SRRWD Monthly Board Meeting
- b. December 2021 Treasurer's Report Subject to Audit
- c. December 2021 Project Fund Treasurer's Report Subject to Audit
- d. Authorize Payment of Claims
- e. Authorize Payment of Project Fund Disbursements

Manager Pacovsky seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved.

Manager Kramer offered the following motion:

Move to approve the agenda with deletion: Motion to award engineering services for the Fountain Lake In-Lake Habitat Restoration Project.

Manager Pacovsky seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved.

Administrator Andy Henschel introduced the following statutory items:

Manager Pacovsky offered the following motion:

Move to approve audit services with Hill, Larson, Walth & Benda, P.A.

Manager Kramer seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved.

Manager Pacovsky offered the following motion:

Move to approve continued services with Briggs and Morgan P.A.

Manager Kramer seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved.

Manager Bakken offered the following motion:

Move to approve continued services with Peterson, Kolker, Haedt & Benda, LTD.

Manager Kramer seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved.

Manager Pacovsky offered the following motion:

Move to approve continued services with Fabyanske, Westra, Hart & Thomson.

Manager Kramer seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved.

Manager Pacovsky offered the following motion:

Move to designate Albert Lea Tribune as the official legal newspaper.

Manager Kramer seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved.

Manager Kramer offered the following motion:

Move to designate US Bank as the depository for District funds.

Manager Pacovsky seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved.

Administrator Henschel reminded the Board of Managers to fill out and return the annual Statement of Economic Interest and Conflict of Interest forms.

Administrator Henschel explained the Headwaters Streambank Restoration change order. Barr Engineering had a bid tabulation error resulting in a shortage of 1,700 tons of rip rap for construction. This shortfall totaled \$307,800.00. The project is time sensitive and the District has Lessard Sams Outdoor Heritage Council grant funds available. The District was able to work with the contractor to reduce the cost to \$252,240.00.

Administrator Henschel provided an update on the Confined Disposal Facility (CDF) cells 2 and 3. The SRRWD is waiting for the expert's disclosures and reports as they prepare for mediation this spring.

Administrator Henschel provided an update on the Country Club property. The utilities are being inspected and the data will be communicated to the City of Albert Lea. The property will be relisted in the future.

Project/Program Manager, Courtney Phillips, discussed the plans for the Vandegrift Wetland Restoration Project including installing a control structure to hold back water. Funding for the project is from the Lessard Sams Outdoor Heritage Council.

Manager Kramer offered the following motion:

Move to introduce Resolution 2022-01 as follows:

**Resolution 2022-01
Vandegrift Wetland Restoration Project
Approve Project Plan
Project # 2018-01**

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, on February 13, 2018, the District initiated the Vandegrift Wetland Restoration Project by Resolution 2018-06;

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 Plans as presented by Barr Engineering;

Sec. 2: Authorizes District Staff to conduct work as needed to present this project to the Board for review and public hearing as required by law.

Manager Pacovsky seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved. Vice-chairman Delger declared the resolution passed.

Courtney continued by explaining the SRRWD Incentive and Cost Share Program. The program has been funded to develop and implement the goals and objectives of the District's 10 year plan. The 2022 cost share is only for rain barrels and will not exceed \$10 per rain barrel and 3 barrels per customer. The District's projected yearly goal is 100 rain barrels totaling a \$1,000.00 incentive.

Manager Bakken offered the following motion:

Move to approve 2022 SRRWD Incentive and Cost Share Program.

Manager Pacovsky seconded the motion.

After discussion, a roll call vote was taken and the motion was unanimously approved.

Administrator Henschel continued. Agenda item 6a was deleted. An update was provided on the Goose Lake Fish Barrier. The barrier did not function correctly including low flow and fish kills. A new physical barrier and cat walk will be installed at the engineer's expense.

The spring train derailment at Goose Lake was discussed. The City of Albert Lea and the SRRWD are concerned about the possible change in hydraulics, potential flooding, and increase flow downstream resulting from the design and installation of culverts versus the original bridge. The Department of Natural Resources rejected the culverts and informed the railroad company. The railroad company has taken further action. No more information is available at this time.

During Manager's Items, Administrator Henschel answered questions pertaining to the In-Lake Habitat Restoration Project. The multi-phased project would begin next winter or spring and include the installation of habitat features in Fountain Lake. These features would incorporate more spawning areas. Administrator Henschel provided a brief legislative update. With session beginning soon, the Governor should hopefully provide his bonding list by the next board meeting.

Manager Kramer offered the following motion:

Move to adjourn the meeting.

Manager Bakken seconded the motion.

After discussion, a vote was taken and the motion was unanimously approved.

**Shell Rock River Watershed District
Administration Fund Financial Statement
2022**

Income:	January	Year to Date	Budget
A) General and Administrative Levy	\$ -	\$ -	\$ 250,000.00
B) Liability Insurance Fund	\$ -	\$ -	\$ 17,000.00
D) Interest	\$ -	\$ -	\$ -
Checking Acct.	\$ -	\$ -	\$ -
F) Reimbursements	\$ -	\$ -	\$ -
Total Income	\$ -	\$ -	\$ 267,000.00

Checking US Bank	\$ 167,663.05
January Receipts	\$ -
Transfer From Project Fund	\$ -
January Disbursements	\$ (23,091.55)
Checking Account Balance 1-31-22	\$ 144,571.50

Expenses:	January	Year To Date	Budget
Personnel			
1.11 Managers (regular meetings)	\$ -	\$ -	\$ 4,000.00
1.12 Managers (special meetings)	\$ -	\$ -	\$ 5,000.00
1.21 Administrator	\$ 5,198.88	\$ 5,198.88	\$ 20,000.00
1.22 Admin Assistant/Outreach	\$ 2,251.52	\$ 2,251.52	\$ 21,000.00
1.23 Technical Specialist	\$ 2,255.04	\$ 2,255.04	\$ -
1.24 Summer Intern	\$ -	\$ -	\$ -
1.26 Financial Technician II	\$ 3,011.36	\$ 3,011.36	\$ 24,000.00
1.27 Program Project Manager	\$ 3,141.28	\$ 3,141.28	\$ -
1.31 S.S./Med(Employer's Share=.0765)	\$ 1,425.00	\$ 1,425.00	\$ 6,000.00
1.32 Health Insurance	\$ 2,833.35	\$ 2,833.35	\$ 13,600.00
1.33 MN Unemployment	\$ -	\$ -	\$ -
1.34 P.E.R.A.	\$ 18.14	\$ 18.14	\$ 4,000.00
1.35 Workers' Compensation	\$ -	\$ -	\$ -
Personnel Subtotal	\$ 20,134.57	\$ 20,134.57	\$ 97,600.00

Travel-Related Expenses	January	Year To Date	Budget
2.11 Manager Meeting Mileage	\$ -	\$ -	\$ 450.00
2.21 Administrator Travel	\$ 611.80	\$ 611.80	\$ 3,000.00
2.22 Conservation Technician Travel	\$ 138.58	\$ 138.58	\$ -
2.32 Staff Mileage	\$ -	\$ -	\$ 1,000.00
2.41 Seminar Travel	\$ -	\$ -	\$ 3,000.00
2.42 Seminar Rooms	\$ -	\$ -	\$ 3,000.00
2.43 Seminar Meals	\$ -	\$ -	\$ 1,500.00
Travel Subtotal	\$ 750.38	\$ 750.38	\$ 11,950.00

Personnel Training	January	Year To Date	Budget
3.11 MAWD Dues	\$ -	\$ -	\$ 9,500.00
3.21 Educational Organization	\$ -	\$ -	\$ 250.00
3.22 Seminar Fees	\$ -	\$ -	\$ 4,000.00
3.23 Professional Development	\$ -	\$ -	\$ 500.00
Personnel Training Subtotal	\$ -	\$ -	\$ 14,250.00

Office Expenses	January	Year To Date	Budget
4.11 Supplies	\$ 77.55	\$ 77.55	\$ 5,000.00
4.21 Telephone and Internet	\$ 555.15	\$ 555.15	\$ 6,000.00
4.31 Postage	\$ 17.99	\$ 17.99	\$ 1,000.00
4.41 Equipment	\$ -	\$ -	\$ -
4.42 Software	\$ -	\$ -	\$ 500.00
4.51 Utilities/Facility	\$ 434.73	\$ 434.73	\$ 28,000.00
4.61 Meeting Expense	\$ 16.16	\$ 16.16	\$ 1,000.00
4.63 Cleaning Service	\$ 150.00	\$ 150.00	\$ 2,000.00
4.71 Undesignated	\$ -	\$ -	\$ 200.00
Office Expense Subtotal	\$ 1,251.58	\$ 1,251.58	\$ 43,700.00

Professional Services					
5.12 Audit	\$	-	\$	-	\$ 13,000.00
5.21 Bank Charges			\$	-	\$ 3,000.00
5.31 Legal Representation	\$	-	\$	-	\$ 5,000.00
5.41 Legal Notices	\$	30.60	\$	30.60	\$ 3,000.00
5.51 Bonding/Insurance	\$	-	\$	-	\$ 35,000.00
Professional Services Subtotal	\$	30.60	\$	30.60	\$ 59,000.00
Capital Expenses					
6.11 Equipment	\$	-	\$	-	\$ 3,000.00
6.21 Lease	\$	492.52	\$	492.52	\$ 6,500.00
Capital Expenses Subtotal	\$	492.52	\$	492.52	\$ 9,500.00
Project Expenses					
7.41 Public Affairs	\$	-	\$	-	\$ 1,000.00
7.43 Educator	\$	-	\$	-	\$ -
7.44 Reimbursable Public Affairs	\$	-	\$	-	\$ -
7.45 Reimbursable Sale Tax Expense	\$	431.90	\$	431.90	\$ -
Project Expenses Subtotal	\$	431.90	\$	431.90	\$ 1,000.00
Reserves					
12.1 Reserve	\$	-	\$	-	\$ 30,000.00
Total Expenses	\$	23,091.55	\$	23,091.55	\$ 267,000.00

**Shell Rock River Watershed District
Project Fund Financial Statement
2022**

Income:	January	Year to Date	Budget
AA Local Sales Tax	\$ 148,577.91	\$ 148,577.91	\$ 1,500,000.00
AA. 1 Bond Fund Levy	\$ -	\$ -	\$ 178,625.00
BB Reimbursements	\$ -	\$ -	\$ -
BB 12 L-SOHC Grant VI	\$ -	\$ -	\$ 660,460.00
BB 19 L-SOHC Grant VII	\$ 226,921.37	\$ 226,921.37	\$ 1,283,300.00
BB 20 Clean Water Grant 1W1P	\$ -	\$ -	\$ -
BB 22 L-SOHC Grant Phase VIII	\$ 521.63	\$ 521.63	\$ 1,300,775.00
BB 23 L-SOHC Grant Phase IX	\$ -	\$ -	\$ 845,000.00
BB 24 L-SOHC Grant Phase X	\$ 17,525.24	\$ 17,525.24	\$ 1,326,000.00
BB Reimbursement	\$ 139,878.75	\$ 139,878.75	\$ -
CC Loan	\$ -	\$ -	\$ -
CC 01 MN CWP Loan	\$ -	\$ -	\$ -
DD Investment Income	\$ 0.93	\$ 0.93	\$ -
EE Other Income	\$ -	\$ -	\$ -
2017 Carry Over	\$ -	\$ -	\$ 872,000.00
Total Income	\$ 533,425.83	\$ 533,425.83	\$ 7,966,160.00

Checking US Bank	\$ 342,005.67
Savings Account Balance	\$ 63,623.44
Debt Service Fund	\$ 119,072.68
BWSR Targeted Watershed Fund	\$ 118,141.31
Accentra Savings Acct Balance	\$ 30,189.13
January Receipts	\$ 533,425.82
January Disbursements	\$ (413,634.54)
Project Account Balance 1-31-22	\$ 792,823.51

Expenses:	January	Year to Date	Budget
100 Erosion and Water Control			
101 Legal & Professional	\$ -	\$ -	\$ 2,500.00
102 Engineering/Technician	\$ -	\$ -	\$ -
102.1 Engineering	\$ -	\$ -	\$ 5,000.00
102.2 Admin. Technician Reimb.	\$ -	\$ -	\$ 160,000.00
102.3 Wedge Creek Restoration	\$ -	\$ -	\$ -
103 Studies	\$ -	\$ -	\$ -
104 Projects	\$ 5,880.41	\$ 5,880.41	\$ -
104.1 District Cost-Share Program	\$ -	\$ -	\$ 1,000.00
104.3 W/C Wetland	\$ -	\$ -	\$ -
104.4 Upper Twin Water	\$ -	\$ -	\$ -
104.5 Wedge Creek Reach 1 Veg Restoration	\$ -	\$ -	\$ -
104.8 W/C Wetland Property Phase VI	\$ 2,102.50	\$ 2,102.50	\$ -
104.13 Headwaters Streambank Restoration	\$ 1,112.21	\$ 1,112.21	\$ 418,000.00
104.18 IC&E Wetland Phase VI	\$ -	\$ -	\$ 67,725.00
104.15 SRR Streambank Restoration	\$ 221,387.21	\$ 221,387.21	\$ 355,400.00
104.17 Orr Wetland Restoration	\$ -	\$ -	\$ 371,250.00
104.19 IC&E Wetland Phase X	\$ -	\$ -	\$ 200,000.00
104.20 Fountain Lake In-lake Restoration	\$ -	\$ -	\$ 1,300,775.00
105 Equipment	\$ -	\$ -	\$ 1,000.00
106 Miscellaneous/Outreach	\$ -	\$ -	\$ -
107 Project Maintenance	\$ -	\$ -	\$ 1,500.00
Total Erosion and Water Control	\$ 230,482.33	\$ 230,482.33	\$ 2,884,150.00

250 BWSR Targeted Watershed Grant

251 Legal & Professional	\$	-	\$	-	\$	-
252 Engineering/Technician						
252.1 Engineering	\$	-	\$	-	\$	-
252.2 Admin. Technician Reimb.	\$	-	\$	-	\$	-
252.3 Simple Waterways	\$	-	\$	-	\$	-
252.4 Complex Waterways	\$	-	\$	-	\$	-
252.5 Streambank Restoration	\$	-	\$	-	\$	-
252.6 Ditch Repairs	\$	-	\$	-	\$	-
252.7 Wetland Restoraion	\$	-	\$	-	\$	-
203 Studies	\$	-	\$	-	\$	-
204 Projects						
254.1 Rock Inlets	\$	-	\$	-	\$	-
254.2 Simple Waterways	\$	25,222.82	\$	25,222.82	\$	-
254.3 Complex Waterways	\$	-	\$	-	\$	-
254.4 Streambank Restoration	\$	-	\$	-	\$	-
254.5 Ditch Repairs	\$	-	\$	-	\$	-
254.6 Wetland Restoration	\$	-	\$	-	\$	-
254.99 Insurance	\$	-	\$	-	\$	-
255 Equipment	\$	-	\$	-	\$	-
256 Miscellaneous/Outreach	\$	-	\$	-	\$	-
257 Project Maintenance	\$	-	\$	-	\$	-

Total BWSR Targeted Watershed Grant

\$	25,222.82	\$	25,222.82	\$	-
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400 Subwatershed Projects

401 Legal & Professional	\$	-	\$	-	\$	5,000.00
402 Engineering/Technician						
402.1 Engineering	\$	-	\$	-	\$	-
402.2 Admin. Technician Reimb.	\$	-	\$	-	\$	198,000.00
402.6 Pickerel Lake Dam	\$	-	\$	-	\$	-
402.7 Lower Twin Lake Fish Barrier	\$	-	\$	-	\$	-
403 Studies	\$	-	\$	-	\$	-
404 Projects	\$	10.00	\$	10.00	\$	-
404.21 1Watershed 1Plan	\$	-	\$	-	\$	-
404.26 Glenville Property	\$	2,882.88	\$	2,882.88	\$	-
404.27 Bancroft Property	\$	-	\$	-	\$	-
404.28 Belshan Property VII	\$	-	\$	-	\$	-
404.29 Belshan Property X	\$	-	\$	-	\$	1,126,000.00
405 Equipment	\$	-	\$	-	\$	5,000.00
406 Miscellaneous/Outreach	\$	2,000.00	\$	2,000.00	\$	-
407 Project Maintenance	\$	771.49	\$	624.39	\$	2,500.00

Total Subwatershed Projects

\$	5,664.37	\$	5,517.27	\$	1,336,500.00
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500 Dredging Elements

501 Legal & Professional	\$	-	\$	-	\$	-
502 Engineering/Technician						
502.1 Eng. Albert Lea Lake	\$	-	\$	-	\$	-
502.2 Admin. Technician Reimb.	\$	-	\$	-	\$	25,000.00
502.3 Eng. Fountain Lake	\$	12,386.27	\$	12,386.27	\$	24,000.00
503 Studies	\$	-	\$	-	\$	-
504 Projects						
504.1 Fountain Lake Land Pursuits	\$	-	\$	-	\$	-
504.2 Dredging	\$	-	\$	-	\$	-
504.3 CDF	\$	-	\$	-	\$	-
504.99 Insurance	\$	-	\$	-	\$	-
505 Equipment	\$	-	\$	-	\$	-
506 Miscellaneous/Outreach	\$	-	\$	-	\$	-
507 Project Maintenance	\$	-	\$	-	\$	-

Total Dredging

\$	12,386.27	\$	12,386.27	\$	49,000.00
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600 Water Monitoring

601 Legal & Professional	\$	-	\$	-	\$	-
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602 Engineering/Technician	\$	-			
602.1 Engineering			\$	-	\$ 5,000.00
602.2 Admin. Technician Reimb.	\$	-	\$	-	\$ 21,000.00
603 Studies	\$	-	\$	-	\$ 10,000.00
604 Projects	\$	-	\$	-	\$ -
604.1 TMDL Implementation	\$	-	\$	-	\$ -
604.2 SWAG Grant	\$	-	\$	-	\$ -
605 Infrastructure	\$	-	\$	-	\$ 1,000.00
606 Miscellaneous	\$	-	\$	-	\$ -
607 Project Maintenance	\$	-	\$	-	\$ 1,000.00
Total Water Monitoring	\$	-	\$	-	\$ 38,000.00
800 Reserve					
804 Projects	\$	-	\$	-	
804.1 Projects/Cash reserve	\$	-	\$	-	1,984,690.00
Total Project/Cash Reserve	\$	-	\$	-	1,984,690.00
805 Grants	\$	-	\$	-	
804.8 L-S Phase VIII					660,820.00
804.9 L-S Phase IX					845,000.00
Total Grant Reserves	\$	-	\$	-	1,505,820.00
Total Reserves					3,490,510.00
900 Debt Services					
901 Debt Expense	\$	24,878.75	\$	24,878.75	\$ 58,000.00
902 Bond Funds	\$	115,000.00	\$	115,000.00	\$ 110,000.00
Total Debt Services	\$	139,878.75	\$	139,878.75	\$ 168,000.00
Total Disbursements	\$	413,634.54	\$	413,487.44	\$ 7,966,160.00

**Shell Rock River Watershed District
Unpaid Bill Detail
February 1, 2022**

Andy Henschel					
Mileage Nov and Dec	2.21	Mileage	\$ 150.08	\$	150.08
Scott Christenson					
Mileage program	4.42	software	\$ 6.43		
Project Maintenance	7.45	Reimbursable Sale Tax Expense	\$ 36.91		
Mileage	2.22	Mileage	\$ 169.51	\$	212.85
Leah Stadheim					
Mileage	2.32	Staff Mileage	\$ 13.80	\$	13.80
Payroll					
Payroll	2100	Payroll Liabilities	\$ 20,134.57	\$	20,134.57
Verizon Wireless					
Cell Phone Service	4.21	Telephone & Internet	\$ 412.45	\$	412.45
US Bank					
Office Expenses	4.31	Postage	\$ 35.98		
Supplies	7.45	Reimbursable Sale Tax Expense	\$ 431.90		
Software	4.42	Software	\$ 61.94		
Office Expenses	4.61	Meeting Expense	\$ 32.32	\$	562.14
Freeborn Mower Cooperative Services					
Utilities	4.51	Utilities/Facility	\$ 129.00	\$	129.00
Minnesota Energy					
Utilities	4.51	Utilities/Facility	\$ 305.73	\$	305.73
Tri-State Business Machines					
Inv# 495872	6.21	Lease	\$ 231.93	\$	231.93
Culligan					
Water Service	6.21	Lease	\$ 50.22	\$	50.22
Great America Leasing Co.					
Lease	6.21	Lease	\$ 210.37	\$	210.37
League of MN Citites					
Insurance Payment	5.51	Insurance/Bonding	\$ 21,114.00	\$	21,114.00
HyVee					
Inv# 48373664108	4.11	Office Supplies	\$ 34.04	\$	34.04
Quill					
Inv# 21948483	4.11	Office Supplies	\$ 269.58	\$	269.58
Peterson Kolker Headt and Benda					
Inv# 6033	5.31	Legal Representation	\$ 45.00	\$	45.00
Spectrum					
Statement	4.21	Telephone & Internet	\$ 142.98	\$	142.98
Crystal Farris					
Cleaning Service	4.63	Cleaning Service	\$ 150.00	\$	150.00
Albert Lea Tribune					
Ad# 1377728	5.41	Legal Notices	\$ 31.45		
Ad# 1374534	5.41	Legal Notices	\$ 30.60	\$	62.05
			TOTAL		<u><u>\$44,230.79</u></u>

Brad Kramer, Secretary

Alan O. Bakken, Treasurer

**Project Fund- Shell Rock River Watershed District
Unpaid Bill Detail
February 1, 2022**

Freeborn-Mower Cooperative Services

Acct# 1419000	404 Subwatershed Project	\$	33.00	
Acct# 1946200	404 Subwatershed Project	\$	50.00	
Acct# 2111800	404 Subwatershed Project	\$	48.00	
Acct# 2077100	404 Subwatershed Project	\$	50.00	
Acct# 1843700	404 Subwatershed Project	\$	29.00	
Acct# 221902	404 Subwatershed Project	\$	42.00	
Acct# 2878000	404 Subwatershed Project	\$	45.00	
Acct# 1206500	404 Subwatershed Project	\$	160.00	
				\$ 457.00

Verizon Wireless

April Statement	404 Subwatershed Project	\$	147.10	
				\$ 147.10

Thompson Sanitation, Inc.

Acct 10837	407 Subwatershed Project	\$	148.38	
				\$ 148.38

Peterson, Kolker, Haedt & Benda, LTD

Inv# 6032	401 Subwatershed Project	\$	8,915.00	
Inv# 6034	251 BWSR Targeted Watershed	\$	45.00	
Inv# 6035	501 Dredging	\$	652.50	
Inv# 6036	101 Erosion and Water Control	\$	655.75	
Inv# 6037	401 Subwatershed Project	\$	56.25	
Inv # 6038	401 Subwatershed Project	\$	58.75	
Inv# 6039	101 Erosion and Water Control	\$	239.78	
Inv# 6040	501 Dredging	\$	33.75	
Inv# 6041	501 Dredging	\$	2,166.25	
Inv# 6042	401 Subwatershed Project	\$	756.05	
Inv# 6043	401 Subwatershed Project	\$	36.31	
Inv# 6044	401 Subwatershed Project	\$	348.75	
Inv# 6045	401 Subwatershed Project	\$	1,068.75	
Inv# 6046	251 BWSR Targeted Watershed	\$	62.50	
Inv# 6047	101 Erosion and Water Control	\$	47.00	
Inv# 6048	401 Subwatershed Project	\$	180.00	
Inv# 6049	401 Subwatershed Project	\$	6,144.00	
Inv# 6050	501 Dredging	\$	2,490.00	
Inv# 6051	401 Subwatershed Project	\$	101.25	
Inv# 6052	501 Dredging	\$	995.75	
Inv# 6053	501 Dredging	\$	5.75	
				\$ 25,059.14

Conservation Strategies

August Statement	406 Subwatershed Project	\$	2,800.00	
				\$ 2,800.00

Albert Lea Tribune

Ad# 1376266	104 Erosion and Water Control	\$	240.55	
				\$ 240.55

Jones Haugh Smith

Inv# 42657	252 BWSR Targeted Watershed	\$	3,807.85	
Inv# 42660	404 Subwatershed Project	\$	12,294.50	
				\$ 16,102.35

WSB

Inv# R-018702-000-1	504 Dredging	\$	868.50	
				\$ 868.50

Minnesota Native Landscaping

Inv# 32232	104 Erosion and Water Control	\$	246,681.75	
				\$ 246,681.75

ISG

Inv# 78315	104 Erosion and Water Control	\$ 4,692.00	
Inv# 76564	104 Erosion and Water Control	\$ 9,318.50	
Inv# 78226	104 Erosion and Water Control	<u>\$ 7,587.00</u>	
			\$ 21,597.50

MN DNR

Inv# 8104502	404 Subwatershed Projects	<u>\$ 987.27</u>	
			\$ 987.27

Fabyanske, Westra Hart & Thomson

Inv # 247067	501 Dredging	<u>\$ 5,884.36</u>	
			\$ 5,884.36

Ramboll/OBG

Inv# 1940010456/7	501 Dredging	<u>\$ 3,315.30</u>	
			\$ 3,315.30

TOTAL \$ 324,289.20

Brad Kramer, Secretary

Alan O. Bakken, Treasurer

Resolution 2022-02
Establish Vandegrift Wetland Restoration Project
Project # 2018-01

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, on February 13, 2018, the District initiated the Vandegrift Wetland Restoration Project by Resolution 2018-06;

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, on January 18, 2022, by Resolution 2022-01, the Board of Managers approved the specifications for the Project (the “Final Project 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 January 2, 2020 and BWSR comments were received on January 16, 2020;

WHEREAS, a public hearing was held on February 8, 2022 to review the project plan;

THEREFORE, the Board of Managers hereby finds that the proposed Vandegrift Wetland Restoration Project 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 2018-01 Vandegrift Wetland Restoration Project”;
- 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.

Date: February 8, 2022

Mitchell Delger
SRRWD Vice Chairman

Brad Kramer
SRRWD Secretary

JOINT POWERS AGREEMENT

Vandegrift Wetland Restoration

Shell Rock River Watershed District – Freeborn County

This Agreement is between Freeborn County, Minnesota ("County") and Shell Rock River Watershed District ("District"), and collectively referred to as the "Parties".

Recitals

The District is involved with on-going flood mitigation and wetland restoration projects within the Shell Rock River Watershed District, which includes Freeborn County. In particular, the District is involved in the Vandegrift Wetland Restoration Project (the "Project"). The Project is located on land as shown on the attached Exhibit 1, portions of which are owned individually by the District and the County. The District owns the wetland identified on Exhibit 1 and the County owns the old railroad bed identified on Exhibit 1, incorporated herein by reference collectively the "Property" and individually "County Property" and "District Property". In order to complete the Project, the District needs to access the County Property to install a culvert and a water level control structure under and near the old railroad bed owned by the County. The District will be constructing the Project and upon completion of the Project, the Parties agree to maintain and not destroy, destruct, or damage the Project as set forth in this Agreement.

Agreement

1. Term of Agreement

- 1.1 This Agreement shall be in effect from the date of execution by both parties or the date that performance under this Agreement begins or did begin.
- 1.2 This Agreement shall be terminated by mutual agreement of the Parties in accordance with Section 7 herein.

2. Agreement between the Parties

The District's Responsibilities:

- 2.1 To do or have done the construction of the Project including installation of a culvert and water level control structure (the "Structure") under the old railroad bed as shown on Exhibit 1, which is attached and incorporated into this Agreement.
- 2.2 Coordinate all necessary agreements and permits for completion of the Project.
- 2.3 Be responsible for the cost of the Project. The District is using Lessard-Sams Outdoor Heritage Council (LSOHC) funds for the Project. If funds are cancelled, the District may cancel the Project.

- 2.4 The District shall not destroy, damage, or destruct the Project after completion. From and after the date of completion of the Project, the District shall assume all responsibility for the operation, maintenance, and repair of the Structure and inlet pipe. The District may, but is not required to, perform maintenance on the culvert.
- 2.5 From and after the certified date of completion of the Project, the District shall provide insurance coverage for the Structure, listing the County as an additional insured.
- 2.6 District shall be responsible for replacing or repairing damage caused to the Project by the District or its agents.
- 2.7 To grant necessary access to the County to maintain the culvert after the Project completion.
- 2.8 District shall certify completion of construction of the Project provided however that certification shall not be done without the prior written approval of County which will not be unreasonably withheld.

County's Responsibilities:

- 2.9 To grant access to the County Property as depicted on the attached Exhibit 1, and any other locations determined necessary by the mutual agreement of the Parties (authorized in accordance with Section 5.2 herein) to construct and complete the Project.
- 2.10 To grant necessary access to the District to County Property to maintain the Structure after the Project completion.
- 2.11 To cooperate with the District in approving any necessary agreements or permits to complete the Project.
- 2.12 The County shall not destroy, damage, or destruct the Project after completion. From and after the date of completion of the Project, the County shall assume all responsibility for the operation, maintenance, and repair of the culvert. The County may, but is not required to, perform maintenance on the Structure and inlet pipe.
- 2.13 From and after the certified date of completion of the Project, the County shall provide insurance coverage for the culvert, listing the District as an additional insured.
- 2.14 The County shall be responsible for replacing or repairing damage caused to the Project by the County or its agents.

The County and the District Agree:

- 2.15 To work in good faith to design the Project to meet the Parties' needs. The District has final approval authority of the Project after consultation of the County's input.
- 2.16 Only by written agreement in accordance with Section 5.2 herein may the Parties do or have alterations done to the Project. Alterations may not negatively impact the wetland.
- 2.17 Consistent with the Outdoor Heritage Fund Grant and the Grant Agreement between the District and Commissioner of Natural Resources, all Parties agree:
- 2.17.1 To comply with all applicable local, state, and federal laws, ordinances, rules and regulations. This includes all legal restrictions and requirements contained in Minn. Laws 2015, First Special Session, Ch.2, Article 1, Section 2; Minnesota Statutes § 97A.056, and signage and logo requirements in Minnesota Laws 2010, Chapter 361, Article 3, Section 5. Acknowledgement and signage requirements can also be found on the Lessard-Sams Outdoor Heritage Council's website at https://www.lsohc.leg.mn/manager_info/index.html, which is incorporated here by reference.
- 2.17.2 All data collected, created, received, maintained or disseminated for the purposes of this Agreement shall be governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the Parties. The Parties will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements. If either of the Parties receives a request to release the data referred to in this clause, that Party must immediately notify the other Party.
- 2.17.3 The Grant conditions require active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Parties and their agents shall prevent invasive species from entering into or spreading within the Project site by cleaning equipment prior to arriving at the Project site.

If the equipment, vehicles, gear, or clothing arrives at the Project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned at the staging area. Disposal of material cleaned from equipment and clothing shall be at a location determined by the District as directed by the State. If the material cannot be disposed of onsite, material must be secured prior to transport (sealed container, covered truck, or wrap with tarp) and legally disposed of offsite.

The Parties and their agents shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

2.17.4 Habitat restoration and enhancements conducted on State lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, Section 84.973. The Parties and their agents must comply with best management practices habitat restoration guidelines. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: https://files.dm.state.mn.us/natural_resources/npc/2014_draft_pollinator_bmp_guidelines.pdf.

3. **Payment**

- 3.1 The District will be responsible for the cost of the initial construction of the Project. The Project shall be considered completed upon certification of completion in accordance with Section 2.8 of this agreement.
- 3.2 From and after the certified date of completion of the Project, the County shall assume all responsibility for the operation, maintenance, and repair of the culvert. The District shall assume all responsibility for the operation, maintenance, and repair of the Structure and inlet pipe.

4. **Authorized Representatives**

- 4.1 The County's Authorized Representative is Philip Wacholz, Freeborn County Engineer, 3300 Bridge Avenue, Albert Lea, Minnesota 56007, or his successor.
- 4.2 The District's Authorized Representative is Andy Henschel, Shell Rock Watershed District Administrator, 214 W. Main Street, Albert Lea, Minnesota 56007, (507) 379-2964, or his successor.

5. **Assignment, Amendments, Waiver, Final Agreement, and Severability**

- 5.1 Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the authorized representatives of the County and the District.

- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized representatives of the County and the District.
- 5.3 Waiver. The waiver of any default by either Party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing and approved in accordance with Section 5.2 herein.
- 5.4 Final Agreement. This Agreement (including amendments adopted in accordance with Section 5.2 herein) is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.
- 5.5 Severability. If any term or condition of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, it is the intent of the Parties that the remainder of this Agreement shall not be affected thereby and that in lieu of each such term or condition, there be added as part of this Agreement a term or condition as similar as may be possible and legal, valid, and enforceable.

6. Indemnification

Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

7. Termination

In the event that the Parties shall mutually agree in writing, this Agreement may be terminated with or without cause on the terms and dates stipulated in such written agreement to terminate.

8. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to the choice of law principles or rules thereof. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in state courts in Freeborn County, Minnesota

and United State District Court for the District of Minnesota. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

SHELL ROCK RIVER WATERSHED DISTRICT

Dated: _____

By: _____

Mitchell Delger
Its: Vice -Chair

Dated: _____

By: _____

Brad Kramer
Its: Secretary

FREEBORN COUNTY

Dated: _____

By: _____

Christopher Shoff
Its: Chairman

Dated: _____

Attested: _____

Tom Jensen
Its: Administrator

EXHIBIT 1 – MAP



