AGENDA
(copies will be available at meeting)
Tuesday, April 14, 2015
6:00 PM
Prior Lake City Hall
www.pslwd.org

BOARD OF MANAGERS:
Curt Hennes, President; Marianne Breitbach, Vice President;
Charlie Howley, Secretary; Woody Spitzmueller, Treasurer; Fred Corrigan, Manager

Note: Indicated times are estimates; actual times may vary considerably. Individuals with items on the agenda or who wish to speak to the Board are encouraged to be in attendance when the meeting is called to order.

Board Workshop at 4:30 PM

1. Personnel Committee Formation
2. EOR Retainer Contract
3. District Administrator Performance Appraisal (closed meeting)

6:00 – 6:05 PM 1.0 BOARD MEETING CALL TO ORDER, PLEDGE OF ALLEGIANCE

6:05 – 6:10 PM 2.0 PUBLIC COMMENT
If anyone wishes to address the Board of Managers on an item not on the agenda or on the consent agenda please come forward at this time, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)

CAC Presentation: Steve Pany

6:10 – 6:15 PM 3.0 APPROVAL OF AGENDA (Additions/Corrections/Deletions)

PUBLIC HEARING: SITE SPECIFIC STANDARD FOR SPRING LAKE

6:25 – 6:30 PM 4.0 CONSENT AGENDA
The consent agenda is considered as one item of business. It consists of routine administrative items or items not requiring discussion. Items can be removed from the consent agenda at the request of the Board member, staff member, or a member of the audience. Please state which item or items you wish to remove for separate discussion.
4.1 Meeting Minutes
4.2 CAC Minutes
4.3 Permit Status/Activity Report

6:30 – 6:40 PM 5.0 TREASURER’S REPORT (Claims List Tab)
5.1 Claims List (Vote)
5.2 Cash & Investments (Discussion Only)
5.3 Financial Report (Discussion Only)
5.4 Fund Transfer Request (Chris Schadow Memo) (Vote)
5.5 EOR Retainer Contract (Vote)

Continued on Back
6:40 – 7:45 PM

6.0 OTHER OLD/NEW BUSINESS

6.1 Manager Presentations (Discussion Only)
6.2 Projects and Programs (Discussion Only)
6.3 15.01 Permit Maple, Mushtown, Panama Improvement Project (Vote)
6.4 League of MN Cities Liability Coverage Waiver Form (Vote)
6.5 FEMA and S.F. 699 (Pratt)/H.F. 748 (Albright) updates

7.0 UPCOMING MEETING/EVENT SCHEDULE

- CITIZENS ADVISORY COMMITTEE MEETING THURSDAY, APRIL 30, 2015 6:30-8:00 P.M.
- METRO MAWD MEETING TUESDAY, APRIL 21 7:00-9:00 P.M. CAPITAL REGION WATERSHED DISTRICT (ST. PAUL)
- CLEAN WATER CLEAN UP, SUNDAY, APRIL 26 9:00 A.M.-NOON, MEMORIAL PARK
- 3rd ANNUAL CARP TOURNAMENT – HOSTED BY THE KNOTTY OAR MARINA, MAY 30, 2015 9 AM-6 PM
SPECIAL MEETING MINUTES

Friday, March 6, 2014
Prior Lake City Hall

Members Present: Curt Hennes, Woody Spitzmueller & Marianne Breitbach
Members Absent: Fred Corrigan and Charlie Howley
Staff Present: Diane Lynch, District Administrator

CALL TO ORDER
The meeting called to order by President Hennes at 11:43 a.m. Chairman Hennes stated the purpose of the meeting was to approve a resolution to support applying for a Clean Water Partnership Proposal for a carp management grant.

APPOINTING A PRO TEMPORE TREASURER
Manager Hennes moved that Marianne Breitbach be appointed Treasurer Pro tempore. The motion was seconded by Manager Spitzmueller. The motion passed 3-0.

CWP GRANT RESOLUTION
Manager Breitbach moved acceptance of the Clean Water Partnership Proposal Resolution. The motion was seconded by Manager Spitzmueller. The motion passed 3-0.

ADJOURNMENT
Manager Breitbach moved to adjourn meeting. The motion was seconded by Manager Spitzmueller. The motion passed 3-0. The meeting adjourned at 11:55 p.m.

___________________________
Charlie Howley, Secretary
Members Present: Curt Hennes, Charlie Howley, Woody Spitzmueller
Marianne Breitbach & Fred Corrigan

Staff & Consultants Present: Diane Lynch, District Administrator
Jaime Rockney, Water Resources Specialist
Maggie Karschnia, Water Resources Project Manager
Carl Almer, EOR, District Engineer
Amy Tucci, Administrative Assistant

Others Present: Steve Pany, Citizens Advisory Committee
Chris Zadak, Minnesota Pollution Control Agency

CALL TO ORDER/PLEDGE OF ALLEGIANCE: Meeting called to order by President Hennes at 6:02 PM.

PUBLIC COMMENT: None

APPROVAL OF AGENDA: Manager Corrigan moved to approve the agenda. Second by Manager Breitbach. Motion passed 5-0.

CONSENT AGENDA: Manager Breitbach moved to approve the consent agenda. Second by Manager Howley. Motion passed 5-0.

5.1 CLAIMS LIST: Manager Breitbach moved to approve the claims list. Second by Manager Corrigan. Motion passed 5-0.

OTHER OLD/NEW BUSINESS

6.1 MANAGER PRESENTATIONS
Board of Managers gave brief comments about different liaison meetings they have attended in the last month.
6.2 SPRING LAKE SITE SPECIFIC STANDARD
Chris Zadak, MPCA, presented an overview of the process and status update.

6.3 PROJECTS AND PROGRAMS
Staff gave verbal updates on current projects.

6.4 MS4 RULE CHANGES
Diane Lynch shared that rule updates will be needed and that a public hearing will be held in the near future.

6.5 MONTHLY BOARD PACKETS
Manager Breitbach moved to approve to discontinue mailing copies of monthly meeting information to Board members and to only email the information, saving paper cost and postage. Second by Manager Spitzmueller. Motion Passed 5-0.

6.6 CARP TOURNAMENT SPONSORSHIP
Maggie Karschnia presented a memo to the Board regarding annual carp tournament. Manager Howley moved to approve Knotty Oar the opportunity to host the 2015 carp tournament and to approve an not to exceed $2300 to be allocated towards the prize awards and materials for the event. Second by Manager Spitzmueller. Motion passed 5-0.

6.7 SPRING LAKE BOAT SLIP TASK FORCE REPRESENTATIVE
Manager Hennes nominated Woody Spitzmueller to act as PLSLWD representative. Supported 5-0.

6.8 STORMWATER MANAGEMENT & FLOOD MINIGATION STUDY REPRESENTATIVE AND ALTERNATE
Manager Breitbach nominated Charlie Howley to act as PLSLWD representative. Supported 5-0.
Manager Hennes nominated himself to be the alternate. Supported 5-0.

(Later discussion: Manager Hennes supported Manager Breitbach as the alternate instead of himself)

ADJOURNMENT
Manager Howley moved to adjourn meeting. Second by Manager Corrigan. Motion passed 5-0. Meeting adjourned at 7:44 PM.

___________________________
Charlie Howley, Secretary
Prior Lake-Spring Lake Watershed District
Citizen Advisory Committee
Thursday, March 26, 2015

Our mission is to manage and preserve the water resources of the Prior Lake-Spring Lake Watershed District to the best of our ability using input from our communities, sound engineering practices, and our ability to efficiently fund beneficial projects which transcend political jurisdictions.

CAC Members present: Steve Pany, Liz Schramm, Joe Schramm, Kim Silvernagel, Jodi See and Jim Weninger
Watershed Board Members: Curt Hennes
Others present: Maggie Karschnia, PLSLWD Project Manager

I. 6:45 p.m. – Meeting called to Order
II. Introduction of new member, Jodi See
III. Approval of the agenda
IV. Carp Tournament
   Last year’s was at Captain Jack’s. 2000 pounds of carp were removed. Staff is meeting with the owner of Knotty Oar on May 30 or 31. Volunteers are needed.
V. Prior Lake Green Corps Clean Water Clean Up at Memorial Park
   The Clean Up is on April 26. Prizes and volunteers are needed. CAC members were asked to “like” the Facebook page.
VI. Review / Update CAC Items
   a. Community Outreach (#4): Clean Up and presentation at tonight’s meeting
   b. Staffing Levels (#6): New hire, so staffing is stronger. Staff to budget needs to be considered
   c. Bog on Spring Lake: A policy should be developed and distributed. Spring Lake Association should be consulted and it should be part of a flood mitigation plan
   d. Appropriate staffing levels—may have been achieved with hiring a Project Manager
   e. Storm Drain Stenciling—volunteers are needed for Sand Point Beach
   f. CAC Representation on Flood Study—Kim was appointed the delegate and Liz is the Alternate
VII. Presentation at the April 12 Board of Managers Meeting
   Members reviewed and gave support to Steve to present it.
VIII. CAC Member Bios are still requested
IX. Comments/Suggestions/Questions
   Jodi asked about carp seining in Spring Lake. Steve discussed the Carp Management Plan
X. The meeting adjourned at 8:05 p.m.
**MEMORANDUM**

**TO:** PLSLWD BOARD OF MANAGERS  
**FROM:** MAGGIE KARSCHNIA, WATER RESOURCES PROJECT MANAGER  
**SUBJECT:** PERMIT STATUS/ACTIVITY REPORT  
**DATE:** APRIL 6, 2015

### PLSLWD-Issued Permits with Active Construction

**10.02 Jeffers Waterfront**  
**Permittee:** Mattamy Homes  
**Starting PFD* Balance:** $1,010.00  
**PFD Balance Remaining:** $383.15  
**Security Amount**: N/A  
**Status:** Construction is complete and the site is stabilized. District staff will need to verify status of soil mitigation. We are also awaiting receipt of a signed Certificate of Completion before this permit can be closed. District staff will continue efforts to close this permit in spring/summer 2015.

**11.03 Jeffers Pointe**  
**Permittee:** Ryland Homes  
**Starting PFD Balance:** $1,510.00  
**PFD Balance Remaining:** $746.75  
**Security Amount**: N/A  
**Status:** Construction is complete and the site is stabilized. District staff will follow-up with the landowner to address the degraded raingarden at the site. Once this is resolved, the permit will be ready to close. We anticipate this permit will close in summer 2015.

**13.01 Jeffers Pass Outlet**  
**Permittee:** City of Prior Lake  
**Starting PFD Balance:** N/A  
**PFD Balance Remaining:** N/A  
**Security Amount**: N/A  
**Status:** Construction is complete and the site is stabilized. We are awaiting a signed Request for Certificate of Completion before this permit can be closed. District staff will continue efforts to close this permit in spring/summer 2015.

**13.02 Cty Rd 12 Improvements**  
**Permittee:** Scott County Highway Department  
**Starting PFD Balance:** N/A  
**PFD Balance Remaining:** N/A

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14070 Commerce Ave NE, Suite 300, Prior Lake, MN 55372 • (952) 447-4166 (phone)  
(952) 447-4167 (fax) • www.plslwd.org • info@plslwd.org
Security Amount: N/A
Status: Construction is complete. Erosion and sediment control was determined to be adequate during last inspection in 2014. District staff will make a spring inspection and follow-up with the County to move towards closing this permit.

13.03 Sunset Ave Improvements
Permittee: City of Prior Lake
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: N/A
Status: Road improvements are complete, but the wetland portion of the site has need been properly stabilized. The District will work with the City of Prior Lake to prevent rills and gullies from forming in the banks that lead to the basin. The District is also working to establish vegetation at this site as part of a cooperative agreement with the City. District staff will continue efforts to close this permit in spring/summer 2015.

13.04 Quarry Park Access
Permittee: City of Shakopee
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: N/A
Status: Construction is complete. District staff has contacted the City of Shakopee and has recently received a completed Request for Certificate of Completion. Staff will conduct a final inspection and will close the project this month if no problems are noted.

13.05 East Village 3rd Addition
Permittee: SMSC
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: $5,750.00
Status: Construction is complete. District staff will be inspecting the raingarden for vegetation establishment this spring and checking the site for proper infiltration. If no problems are noted during the inspection, we anticipate this permit will be closed later this spring.

14.01 KiCiYapi Culvert
Permittee: SMSC
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: N/A
Status: Construction is believed to be complete. District staff has contacted SMSC and is awaiting confirmation. If no problems are noted during the final site inspection, we anticipate this permit will be closed later this spring.

PLSLWD-Issued Permits with Inactive Construction

Additionally, there are a total of 17 permit files that are listed as “active”, though no active construction continues by the permittees. District staff reviewed all “active” permits in 2012, and discovered that many of the permits remain open with unaddressed issues, such as a missing easement document, unknown status of soil mitigation, leftover perimeter silt fence, etc. Staff continues to pursue closing these additional permits.
*PFD = Permit Fee Deposit
This fee may be required for a permit to cover the cost of administering, reviewing, and inspecting permit applications.

**Security Amount
The security amount may be required to ensure completion of the permitted activity in accordance with the permit and the rules of the District.
Managers will consider approving this claims list - Staff payroll and Manager per diems have already been paid via ADP. After the managers vote, two Managers will sign checks within three days of the meeting for approve claims. Then, staff will US mail checks (written on the Prior Lake State Bank) to the claims list parties. Staff will request that all vendors provide information on their invoices to fit into the categories below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Watershed District Projects (excluding staff payroll)</strong></td>
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<tr>
<td>Barr Engineering</td>
<td>23701048</td>
<td>Flood Study</td>
<td>11,064.50</td>
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<td>EOR</td>
<td>00758-0015</td>
<td>S99 Implementation Engineering</td>
<td>551.00</td>
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<td>Lower Prior Lake Protection CWP Implement</td>
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<td>EOR</td>
<td>00758-0091</td>
<td>Fish Point Park Retrofit BMPs</td>
<td>2,025.60</td>
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<td>Gopher State One Call</td>
<td>133853</td>
<td>March Statement</td>
<td>1.45</td>
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<td>Hach Company</td>
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<td>Battery</td>
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<td>Navico</td>
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<td>Monitoring Equipment</td>
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<td>Monitoring Equipment</td>
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<td>Sample Analysis</td>
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<td>Smith Partners</td>
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<td>Permitting</td>
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<td>Spee-Dee</td>
<td>23391</td>
<td>Sample Shipment</td>
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<td>Xcel Energy</td>
<td>450929138</td>
<td>March Statement</td>
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<td><strong>2. Outlet Channel - JPA/MOA (excluding staff payroll)</strong></td>
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<td>PLOC XP-SWMM</td>
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<td>Messerli Schadow</td>
<td>32515</td>
<td>March Services</td>
<td>2,536.25</td>
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<td><strong>3. Payroll, Office and Overhead</strong></td>
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<td>ADP Manager Per Diems</td>
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<td>ADP Staff Payroll</td>
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<td>ADP Taxes &amp; Benefits</td>
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<td>BCBS</td>
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<td>Health Insurance</td>
<td>1,923.39</td>
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<td>Abdo, Eick &amp; Meyers</td>
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<td>2014 Audit, Progress Bill</td>
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<td>BMK Solutions</td>
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<td>Office Supplies</td>
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<td>Bufflehead Web</td>
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<td>On Site Work/Intern Set Up</td>
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<td>On Site Work/Intern Set Up</td>
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<td>Dunlap Holdings</td>
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<td>HealthPartners</td>
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<td>Dental Insurance</td>
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<td>Iceberg Web Design</td>
<td>Website Hosting</td>
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<td>League of MN Cities</td>
<td>49161</td>
<td>Vehicle Insurance</td>
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<td>Messerli &amp; Schadow</td>
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<td>NCPERS</td>
<td>Life Insurance</td>
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<td>PAC USA</td>
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<td>Smith Partners</td>
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<td>Contracts</td>
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<td>General Admin &amp; Legal Services</td>
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<td>VISA</td>
<td>March Charges</td>
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<td>Wells Fargo</td>
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<td><strong>4. Debt repayment and Interest</strong></td>
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<td><strong>TOTAL</strong></td>
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<td>66,500.29</td>
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March 23, 2015

Prior Lake Spring Lake Watershed District
Board of Managers
Prior Lake, MN

Board of Managers:

I am writing at the request of District Administrator Diane Lynch to request certain actions by the board of managers. These actions support the current financial and programmatic activities of the District. The actions are documented below as well as a brief explanation of why the request is being made.

Action
The board approves a transfer of $5,750 from the JPA/MOA Emergency Fund (859 class) to the JPA/MOA Operations & Maintenance Fund (839 class) effective December 31, 2014 as explained below:

At the August 2014 meeting of the JPA/MOA Cooperators, a decision was made by that group to use/transfer $5,750 of Emergency funds to cover “Bank Stability/Assessment/Failure Inventory in response to June 2014 Rainfall”. The cooperator group does not technically have authority to authorize a transfer of District funds. I am requesting the transfer above to formally approve the transfer by the District Managers.

Respectfully Submitted,

Chris Schadow
District Accountant
MASTER SERVICES CONSULTING AGREEMENT

This Master Services Agreement (Agreement) outlines the terms and conditions under which Emmons & Olivier Resources, Inc. (EOR), will provide water resource engineering and consulting services to Prior Lake-Spring Lake Watershed District (PLSLWD) for the period January 1, 2014 through December 31, 2015.

1. **Scope of Services.** The parties to this Agreement intend that the terms of this Agreement will apply to a range of different services as required by PLSLWD. Services in connection with any specific project and changes in a previously agreed scope of services shall be undertaken only after a written Authorization from PLSLWD. EOR is solely responsible for determining the means and methods of performing the services described in any Authorization, and shall have complete responsibility for ensuring the qualifications of all personnel (including subcontractor personnel) performing services described in any Authorization.

2. **Standard of Care.** In performing these services, EOR shall assign qualified personnel and perform its services with the skill, diligence, and quality control measures ordinarily exercised by a recognized professional environmental engineering and consulting firm performing services of a similar nature at the same time and in the same geographical area. EOR acknowledges that PLSLWD will be relying in part upon the accuracy, competence, and full performance of EOR’s services.

3. **Compliance with Laws and Facility Safety Rules.** EOR and any subcontractors retained by EOR shall comply with applicable laws, ordinances, statutes, rules and regulations in effect at the time the services are performed. In addition, when at facilities owned by PLSLWD, EOR and its subcontractor shall comply with the facility’s personnel safety rules and applicable conditions or requirements of any permit or government authorization, order, or directive pertaining to activities at that facility. Provided, however, that any facility specific requirements will be made available to EOR prior to performing the services.

In performing the services, EOR will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

4. **Rates and Fees.** The hourly rates and other fees set forth in Attachment A to this Agreement shall apply to all domestic services rendered by EOR pursuant to any Authorization, unless the Authorization specifies a lump sum price. The schedule of fees set forth in Attachment A is subject to revisions annually, subject to approval by the PLSLWD Board.

5. **Payment for Services Rendered Pursuant to an Authorization.** Payment by PLSLWD for properly rendered services shall be due within 45 days of receipt of an invoice. If the invoice is not paid within forty-five (45) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid. If PLSLWD objects to any
portion of an invoice, PSLWD shall notify EOR of the objection and shall work diligently, and in
good faith, with EOR to resolve any objections.

6. **Ownership and Maintenance of Documents.** Except as provided in Paragraph 7, EOR’s notes, reports, data, studies, drawings, plans, specifications, documents, tests and other information arising from the services performed by EOR for the PSLWD (collectively known as the “Documents”) are and shall become the property of the PSLWD, except where by law or precedent these documents become public property. The PSLWD shall have the full right to use such Documents for any public purpose. EOR shall have the right, but shall not be obligated, to retain copies of all such materials.

EOR will maintain all records pertaining to fees or costs incurred in connection with the services for six years from the date of completion of the services. EOR agrees that any authorized PSLWD representative or the State Auditor may have access to and the right to examine, audit, and copy any such records during normal business hours.

7. **Confidentiality.** With regard to Confidential Information:

(a) EOR shall keep all Confidential Information in a secure location and shall not disclose any Confidential Information to any party except as authorized by the terms of this Agreement, or specifically authorized in writing by PSLWD, or as required by a subpoena, warrant or court order.

(b) EOR shall not use Confidential Information for any purpose except to perform services pursuant to the terms of this Agreement.

(c) EOR shall immediately notify PSLWD, in writing, upon receipt of a request for disclosure of any Confidential Information.

(d) EOR shall comply with the Minnesota Data Practices Act (MDPA) as regards all PSLWD data in its possession. EOR shall refer all MDPA requests to the PSLWD Administrator and shall not respond directly to any such requests except as instructed by the Administrator in writing.

8. **Assignment.** Neither party shall assign, or otherwise transfer, its rights or obligations hereunder without the written consent of the other party.

9. **Indemnity.** EOR agrees to indemnify and hold PSLWD harmless from any claim, cause of action, demand or other liability of any nature or kind (including the costs of reasonable attorney's fees and expert witness fees) arising out of and to the extent of any negligent act or omission of EOR or any subcontractor of EOR in connection with work performed under the terms of this Agreement, or any other act or omission that would subject EOR to liability in law or equity.

The Prior Lake-Spring Lake Watershed District agrees to indemnify and hold harmless from any claim, cause of action, demand or other liability of any nature or kind (including the costs of reasonable attorney's fees and expert witness fees) arising out of and to the extent of any negligent act or omission of the PSLWD in connection with work performed under the terms of this Agreement, or any other act or omission that would subject the PSLWD to liability in law or
equity. Notwithstanding any other term of this Agreement, the PLSLWD waives no immunity in tort. This Agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

10. **Insurance.** During the terms of this Agreement, EOR shall maintain, at its expense, worker’s compensation insurance, liability insurance covering bodily injury and property damage, and other insurance with the minimum coverage listed below. These policies are to be issued in the broadest form commercially available under standard terms and conditions and shall be underwritten by insurers with adequate financial resources.

<table>
<thead>
<tr>
<th>Cover Type</th>
<th>Coverage Limits</th>
</tr>
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<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Automobile Liability Insurance</td>
<td>$1,000,000 combined single limit</td>
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<tr>
<td>CGL</td>
<td>$2,000,000 aggregate and $1,000,000 each occurrence</td>
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<tr>
<td>(including contractual liability coverage)</td>
<td></td>
</tr>
<tr>
<td>Excess liability</td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td>(including automobile and CGL, following form basis)</td>
<td></td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$2,000,000 per claim and in the aggregate</td>
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</tbody>
</table>

Before commencing services and upon request by PLSLWD, EOR shall submit a certificate of insurance and endorsements evidencing compliance with these requirements. The certificate will name the PLSLWD as a holder, and will state that the PLSLWD will receive written notice before cancellation, non-renewal, or a material change in any described policy under the same terms as EOR. The PLSLWD shall be named as an additional insured with primary coverage under the CGL and excess liability policies.

11. **Nature of Relationship.** EOR is an independent contractor and will not act as an agent or employee of PLSLWD for any purpose. EOR shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, insurance and taxes, if any. EOR shall not have any right or authority to make any representations or to assume or create any obligation, expressed or implied, on behalf of the PLSLWD.

12. **Representatives.** Mr. Brett Emmons and Mr. Carl Almer will be the representatives for EOR for the purpose of this Agreement. Mr. Carl Almer shall function as the Engineer for the PLSLWD. EOR may not designate another person with lesser qualifications and experience for this role without the prior consent of the PLSLWD. Mr. Mike Kinney, District Administrator, will be the representative for the PLSLWD for the purposes of this Agreement.

13. **Termination.** This Agreement shall be terminable at will by either party upon 60 days written notice to the other party via certified mail. Termination of this Agreement does not relieve either party of its obligations with regard to Authorizations or work orders executed prior to the time of termination. Insurance obligations; warranties; obligations to defend, indemnify and hold harmless; and document retention requirements will survive termination.
14. **Governing Law.** This Agreement is made in the State of Minnesota and shall be governed by its laws. Both PLSLWD and EOR wish to avoid disputes relating to or arising out of this Agreement. In the event of any dispute or perceived problem, each pledges to give notice to the other party and to first seek an amicable resolution. All disputes arising out of this Agreement shall be settled by arbitration to be held in Minneapolis, MN, in accordance, to the extent feasible, with the then current construction industry standards of the American Arbitration Association using an arbitration procedure or services acceptable to both parties. In any action arising from the performance of the Services or breach of this Agreement, the prevailing party shall receive, in addition to other compensation awarded, its reasonable costs and attorney’s fees.

15. **Entire Agreement.** This Agreement including any attachments incorporated constitutes the entire understanding between the PLSLWD and EOR. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

---

ON BEHALF OF
PRIOR LAKE-SPRING LAKE
WATERSHED DISTRICT

Name: [Signature]
Title: President
Date: Dec 10, 2013

ON BEHALF OF
EMMONS & OLIVIER RESOURCES, INC.

Name: Brett H. Emmons
Title: CEO
Date: 12/10/2013
## ATTACHMENT A – EOR 2014 HOURLY FEE SCHEDULE

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate (1)</th>
<th>Volume Discount Hourly Rate (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support Staff – Office / Clerical</td>
<td>$58.00</td>
<td>$52.00</td>
</tr>
<tr>
<td>Tech. 1 – Technician / Word Processor</td>
<td>$64.00</td>
<td>$58.00</td>
</tr>
<tr>
<td>Tech. 2 – Field Technician</td>
<td>$77.00</td>
<td>$69.00</td>
</tr>
<tr>
<td>Tech. 3 – Assistant Engineer / Assistant Scientist</td>
<td>$91.00</td>
<td>$82.00</td>
</tr>
<tr>
<td>Prof. 1 – Engineer, Designer, Scientist</td>
<td>$89.00</td>
<td>$80.00</td>
</tr>
<tr>
<td>Prof. 2 – Eng II, Designer II, Scientist II</td>
<td>$110.00</td>
<td>$99.00</td>
</tr>
<tr>
<td>Prof. 3 - Project Engineer / Professional</td>
<td>$135.00</td>
<td>$122.00</td>
</tr>
<tr>
<td>Prof. 4 – Senior Project Manager/ Professional</td>
<td>$149.00</td>
<td>$134.00</td>
</tr>
<tr>
<td>Principal Partner / Engineer / Scientist</td>
<td>$178.00</td>
<td>$160.00</td>
</tr>
</tbody>
</table>

### Professionals:
Includes licensed and non-licensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelors or advanced degrees.

### Technicians:
Work requires a combination of basic scientific knowledge and manual skills, which can be obtained through two years of post-high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

### Principal Partners:
Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

### Support Staff:
Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

### Additional Notes:
- **Reimbursable expenses** (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.
- **Subcontracted services** will be billed at cost plus 15% to cover overhead expenses.
- **Expert witness trial and deposition testimony** will be billed at the above hourly rates lines 1.5.
- **Rates will be increased in 2015 based on the consumer price index or 3%, whichever is less.**
- **Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.**

(1) These rates represent nearly a 5% discount from EOR standard rates and will apply if selected as a primary service provider for engineering and ecological services.

(2) EOR will provide an additional 10% hourly rate volume discount for primary service work that is in excess of $150,000/annually.
Attachment B

Retainer Agreement

This attachment is an addendum to the Master Services Consulting Agreement for the period of January 1, 2014 through December 31, 2015 and is coterminous with that Agreement.

1. The retainer includes normal direct expenses including travel, copying (up to 11 x 14"), local facsimiles, cellular telephone charges and office supplies. Unusual direct expenses such as color bond plots, presentation board supplies, slides, report covers and computer graphics supplies will be billed at cost.

<table>
<thead>
<tr>
<th>Description of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare regular memoranda for ongoing projects except for separate contracted projects and on technical watershed issues. Provide general technical support to Board, legal counsel and District staff as directed by the District Administrator. Report on new technologies and management techniques. Answer questions and provide technical information to residents and developers as directed by the District Administrator.</td>
</tr>
<tr>
<td>Provide a separate budget category for the Retainer Services and report expenditures against budget on EOR’s regular monthly invoice.</td>
</tr>
<tr>
<td>Prepare RFPs or RFQs for work not to be done by EOR, as requested by the District Administrator.</td>
</tr>
<tr>
<td>Prior to doing any work for the District that will take over an hour, provide the requesting staff with estimates of an expected cost of the work and receive authorization from the requesting staff prior to conducting the work.</td>
</tr>
</tbody>
</table>

| TOTAL: Up to $20,000 Annually, Billed According to the Rate Schedule Provided |
| On behalf of the Prior Lake-Spring Lake Watershed |
| Curtis Hennes President |
| Signature Date |
| On behalf of Emmons & Olivier Resources, Inc. |
| Brett Emmons CEO |
| Signature Date |
Application #15.01: Mushtown Road Improvements
Applicant: City of Prior Lake
Applicant’s Engineer: Seng Thongvanh, City of Prior Lake
Date Application was Complete: 03/30/15
Date of this Report: 04/06/15
Date of Board Meeting: 04/14/15

Introduction
The City of Prior Lake proposes to complete a road improvement project that includes installing sanitary sewer along Mushtown Road and on the east side of Panama Avenue, installing a water main and storm sewer using a regional pond north of the project area, adding a 9-ft wide trail along the east side of Mushtown Road from Pondview Trail south to Toronto Avenue, and reconstructing 0.35± miles of roadway including Maple Lane and Mushtown Road from Village Lake Drive south to Pondview Trail. The site is within the City of Prior Lake, in Scott County, MN. The entire project area is located in the District boundaries within the drainage area of Upper Prior Lake, listed by the Minnesota Pollution Control Agency as impaired for excess nutrients.

Notice to Adjacent Landowners
On April 6, 2015, the District mailed a notice of the permit application and its scheduled consideration at the April 14, 2015 board meeting. This notice was mailed to landowners within 500 feet of the planned improvements.

Note to Permit Applicant:
This report is not a permit. If the District Board approves the project, the applicant must then obtain a permit through the District staff.

Proposed Plan and Analysis
Portions of the roadway along Maple Lane and Mushtown Road from Village Lake Drive south to Pondview Trail have become deteriorated over time and need to be reconstructed. There are also traffic safety issues at this location, and traffic improvements and a pedestrian trail will also be installed. Additionally, the properties along Mushtown Road and the east side of Panama Avenue are currently serviced by private wells and septic systems which are starting to age and expire. The project will update the roads to collector street status, address traffic safety issues, and eliminate the need for private wells and septic systems by providing city water and sewer service.
**General Standards: Land Disturbance (Rule C)**

Land disturbance for the project will be limited to public right-of-way areas along the public roads. The project design includes temporary and permanent best management practices (BMPs) to address the District requirements.

**Stormwater Management (Rule D)**

The project will increase impervious surface over existing conditions by a total of 0.61 acres and will require 1,107 cubic feet of volume control. Due to limiting constraints of the existing right-of-way areas, the preferred BMPs listed in Section 3(j)(i) of Rule D are not feasible. As an alternative, the City has proposed to use a combination of BMPs to satisfy the District’s requirement, including excess storage created from a previous permit project.

All stormwater leaving the project area flows to a regional stormwater pond that was constructed in 2003 as part of the City’s 03.04 Ring Road project, permitted by the District. When the City created the pond, they created an excess of 540 cubic feet of storage than was required by the permit. This regional pond currently serves and will continue to satisfy District rate control and water quality treatment requirements for the reconstructed roadway segments.

The City has identified three sites for potential BMP installation to meet the remaining volume control requirement of 567 cubic feet. The City would like to work with the District to install one or more of these BMPs in the drainage area which would likely end up exceeding the requirements of this potential permit, improving the overall impact on water quality in Upper Prior Lake, an impaired lake. Although the specific project(s) will likely not be identified prior to construction, the City would like to enter into a binding agreement with the District that would ensure that the volume control requirement of this potential permit will be met.

**Erosion and Sediment Control (Rule E)**

A Stormwater Pollution Prevention Plan (SWPPP) will be implemented to meet NPDES requirements and to protect Upper Prior Lake from increased sedimentation along with an acceptable erosion and sediment control plan which includes inlet protection at all existing catch-basins, temporary rock construction entrances, provisions for silt fence, seeding and blanketing of disturbed areas, and an implementation schedule.

**Wetland Alteration (Rule G)**

An engineer’s report conducted by EOR determined that there are no proposed permanent wetland impacts associated with this reconstruction project. Sanitary and watermain improvements along the east side of Panama Avenue will temporality impact two roadside swale wetlands. The City plans to reseed these wetland areas following construction.

**Watershed District Board Decision:**

The application was initially received on and determined to be complete on on March 30, 2015. To meet the procedural requirements of Rule B and Minnesota Statutes Section 15.99 regarding time deadlines for Board action, the Board must make a decision to either:

1) approve or deny the permit application by June 14, 2015
-or-

2) provide written notice to the applicant of an extension of the 60-day period and state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant.

Alternatives:
1. Approve the application subject to the conditions noted herein.
2. Table the item until a date specific, and provide the applicant with direction on the issues that have been discussed.
3. Deny the application, stating the reasons for the denial.
4. Other specific actions as directed by the Board of Managers.

Staff Recommendation:
The Watershed District staff recommends Alternative 1, that the project be approved subject to the application submitted, the supplemental information submitted by the applicant’s engineer, and with the conditions noted below.

Action Required:
A motion authorizing PSLWD staff to issue a permit, subject to the following conditions:

1. The permittee shall obtain all other required permits and approvals.
2. The permittee shall supply the District an as-built survey within 35 days of completion of the initial installation. The District shall review this survey as a part of the certificate of completion for the project.
3. The District will waive the requirement for a permit fee deposit.
4. A security deposit (surety) will be required from the contractor, Chard Tiling and Excavating, in the amount of $5,160 prior to the issuance of the permit.
5. The permittee is responsible for the stabilization and maintenance of the adjacent areas disturbed by the construction.
6. The permittee will provide contact information for the responsible erosion control contractor prior to initiating work.
7. The permittee will work with the District to draft and sign an MOU or other legal instrument as deemed necessary by the District to memorialize the City’s obligation and intent via partnership with the District to satisfy the volume control requirements of this permit application under a separate future project.
8. The permittee will design, permit and construct an infiltration practice(s) satisfying the volume control requirements of this permit application with 2-years of permit issuance.
9. The permittee will draft a Declaration for Maintenance of Stormwater Management Facilities acceptable to District engineer and attorney for existing stormwater management features OR provide an acceptable letter from City of Prior Lake indicating City acceptance of maintenance responsibility.
LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to ptech@lmc.org

This decision must be made by the member’s governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- **If the member does not waive the statutory tort limits**, an individual claimant would be able to recover no more than $500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to $1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.

- **If the member waives the statutory tort limits and does not purchase excess liability coverage**, a single claimant could potentially recover up to $2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member’s liability coverage limits, and the LMCIT per occurrence limit is $2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to $2,000,000, regardless of the number of claimants.

- **If the member waives the statutory tort limits and purchases excess liability coverage**, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

____________________ selects liability coverage limits of $____________________ from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting ______________

Signature________________________________ Position____________________