

AGENDA

COON CREEK WATERSHED DISTRICT BOARD OF MANAGERS

March 23, 2026
5:30 PM

1. Call to Order
2. Approval of the Agenda
3. Announcements
4. Open Mic

CONSENT ITEMS

5. Approval of Minutes
6. Bills/Accounts Payable

POLICY ITEMS

7. Personnel Manual
8. Grant Agreement with MPCA for SWC Resilience Award
9. 2027 Budget Calendar and Process

PERMIT ITEMS

10. Balfany Farms
11. Blaine Town Center – Phase 2

DISCUSSION ITEMS

12. Watershed Management Video

INFORMATIONAL ITEMS

13. Lino Lakes takes over as ditch authority from watershed

ADJOURN

BOARD MEETING AGENDA

Board Room
Coon Creek Watershed District Offices
Monday, March 23, 2026
5:30 p.m.

Board of Managers:

Jim Hafner, President; Erin Lind, Vice President; Jason Lund, Secretary; Mary Campbell, Treasurer; Dwight McCullough, Member at Large

Note: 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.

- 1. Call to Order**
- 2. Approval of the Agenda** (*Additions/Corrections/Deletions*)
- 3. Announcements**
- 4. Open Mic/Public Comment**

*Members of the public at this time may address the Board, for **up to three minutes**, on a matter not on the Agenda. Individuals wishing to be heard must sign in with their name and address at the door. Additional comments may be accepted in writing. Board action or discussion should **not** be expected during the presentation of public comment/open mic. Board members may direct staff to research the matter further or take the matter under advisement for consideration at a future Board meeting.*

CONSENT ITEMS

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 a Board member, staff member or a member of the audience.

- 5. Approval of Minutes of March 9, 2026**
- 6. Bills/Accounts Payable**

POLICY ITEMS

- 7. Personnel Manual**
- 8. Grant Agreement with MPCA for SWC Resilience Award**
- 9. 2027 Budget Calendar and Process**

PERMIT ITEMS

- 10. Balfany Farms**
- 11. Blaine Town Center – Phase 2**

DISCUSSION ITEMS

- 12. Watershed Management Video**

INFORMATIONAL ITEMS

- 13. Lino Lakes takes over as ditch authority from watershed**

ADJOURN

COON CREEK WATERSHED DISTRICT BOARD OF MANAGERS' MEETING

The Board of Managers of the Coon Creek Watershed District held their regular meeting on Monday, March 9, 2026, at the Coon Creek Watershed District Office.

1. Call to Order

The meeting was called to order at 5:33 PM (late due to technical difficulties)
Board Members Present: Mary Campbell, Jim Hafner, Erin Lind, Jason Lund, and Dwight McCullough.

Staff Present: Jon Janke, Corinne Elfelt, Erin Margl, Erik Bye, Justine Dauphinais, Abbey Lee, Hattie Hillukka and Michelle Ulrich

Attending via Zoom: Tyler Thompson

2. Approval of the Agenda

Board Member Lund moved to add permit item #12 P26-009 CSAH 10 Pavement Preservation to the Consent Agenda. Seconded by Board Member Campbell. The motion carried with five (5) yeas (Board Members Campbell, Hafner, Lind, Lund, and McCullough) and no nays.

Board Member Lind moved to approve the amended agenda. Seconded by Board Member Campbell. The motion carried with five (5) yeas (Board Members Campbell, Hafner, Lind, Lund, and McCullough) and no nays.

3. Announcements

No announcements

4. Open Mic/Public Comment

No one was present for comment.

CONSENT ITEMS

5. Approval of Minutes of February 23, 2026

6. Receive Administrator's Report

7. Advisory Committee Report

8. Bills/Accounts Payable

Claims totaling \$129,625.94 on the following disbursement(s) list will be issued and released upon Board approval.

Vendor	Amount
V0008--US BANK	6,370.43
V0010--A1 FLOOR AND CARPET CARE	1,119.30
V0054--MICHELLE J ULRICH PA	3,065.00
V0096--RANDY WESP EXCAVATING LLC	19,060.00
V0110--RESPEC COMPANY LLC	9,025.00
V0111--WELL GROOMED LAWNS INC	904.00
V0128--YTS COMPANIES LLC	4,797.50
V0138--RMB ENVIRONMENTAL LABORATORIES INC	208.00
V0150--PROWIRE INC	309.90
V0221--ABDO LLP	3,333.33
V0221--ABDO LLP	1,803.50
V0221--ABDO LLP	35,000.00
V0249--PLAUDIT DESIGN	450.00
V0249--PLAUDIT DESIGN	2,700.00
V0299--MP+G MARKETING SOLUTIONS LLC	7,224.55
V0352--HEALTH EQUITY INC	855.35
V0352--HEALTH EQUITY INC	288.46
V0352--HEALTH EQUITY INC	5,000.00
V0362--PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	7,865.02
V0363--MINNESOTA STATE RETIREMENT SYSTEM	1,215.00
V0380--METRO BLOOMS	1,200.00
V0394--RECTANGLE DESIGNS LLC	5,000.00
V0421--RAMSEY-WASHINGTON METRO WATERSHED DISTRICT	1,881.60
V0429--ALLYANT	10,950.00
	129,625.94

The following permit item was moved to the Consent Agenda.

12. P26-009 CSAH 10 Pavement Preservation

The purpose of this item is that Anoka County is proposing the pavement rehabilitation and minor median grading reclamation of CSAH 10 located at CSAH 10 from Able St. to Pleasant View Dr. in Spring Lake Park, Minnesota.

Anoka County is proposing pavement rehabilitation and minor median grading on CSAH 10 near Hwy 65. The project will disturb 0.76 acres and drains to Springbrook Creek. The relevant water resource concern is soils and erosion control which is District Rule 4.

Based on the findings and exhibits as presented in the Staff Report, the staff recommendation was to Approve with (2) two Conditions and (0) zero Stipulations.

Conditions:

Rule 2.7 – Procedural Requirements

1. Submittal of a performance escrow in the amount of \$3,040.00.

Rule 4.0 – Soils and Erosion Control

2. Provide standard details for erosion and sediment control devices.

Stipulations: none

Board Member Hafner moved to approve the Consent Agenda Items. Seconded by Board Member McCullough. The motion carried with five (5) yeas (Board Members Campbell, Hafner, Lind, Lund, and McCullough) and no nays.

POLICY ITEMS

9. Adoption of 2025 Anoka County Hazard Mitigation Plan

Planning Coordinator Erik Bye presented the Board with details regarding the adoption of the 2025 Anoka County Hazard Mitigation Plan. The purpose of this item is to provide a review of the approved Plan, the Coon Creek Watershed District's role in the Plan, and the purpose of local adoption of the Plan for consideration by the Board.

Hazard mitigation plans are countywide plans that identify and reduce risk from natural hazards on the landscape such as flooding, tornados, windstorms, cold, wildfires, and drought.

The Coon Creek Watershed District has participated in the development of the 2025 Anoka County Hazard Mitigation Plan in accordance with Federal laws. The plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property within the Coon Creek Watershed District from the impacts of future hazards and disasters.

By adopting the Plan, the Coon Creek Watershed District demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Anoka County Hazard Mitigation Plan.

Approval of the 2025 Anoka County Hazard Mitigation Plan by the Federal Emergency Management Agency (FEMA) will make Anoka County and participating jurisdictions eligible to apply for FEMA Hazard Mitigation Assistance grants.

The 2025 Anoka County Hazard Mitigation Plan received the FEMA "Approval Pending Adoption" letter on January 28th, 2026 (attached to the staff report). The Anoka County Board of Commissioners signed Resolution #2026-PS02 adopting the Plan on February 17th, 2026.

The CCWD must adopt the Plan by resolution to participate in the approved Plan and gain eligibility for FEMA and state hazard mitigation grants.

Based on the findings and exhibits as presented in the Staff Report, the staff recommendation was to consider adoption of the 2025 Anoka County Hazard Mitigation Plan (Plan) by Resolution No. 2026-04.

Board Member Lund moved to adopt the 2025 Anoka County Hazard Mitigation Plan (Plan) by Resolution No. 2026-04. Seconded by Board Member Campbell. The motion carried with five (5) yeas (Board Members Campbell, Hafner, Lind, Lund, and McCullough) and no nays.

10. FY27 Clean Water Fund Competitive Grant Application

This item was presented to the Board by Water Quality Coordinator Justine Dauphinais. The purpose of this item is to inform the Board that the MN Board of Water and Soil Resources (BWSR) is currently accepting applications for fiscal year 2027 competitive Clean Water Fund grants.

Several water quality improvement projects included in the CCWD Comprehensive Watershed Management Plan meet the eligibility criteria for funding support under this grant program. Projects planned for 2027-2028 construction include the top-ranking projects identified as part of recently completed and ongoing subwatershed planning efforts.

Staff have identified two specific projects that are far enough along in the design process to submit a competitive proposal by the application deadline later this month (i.e., construction of new regional storm ponds in Little League Park and Happy Acres Park in Blaine, MN to treat urban runoff from residential areas draining to Sand Creek that are currently untreated or undertreated). Staff are proposing to submit a grant application for construction of one of these projects, with the other site identified as an alternate location in case of unforeseen permitting hurdles, public pushback, and/or site constraints.

Based on the findings and exhibits as presented in the Staff Report, the staff recommendation was to authorize staff to apply for FY27 BWSR Clean Water Fund Projects and Practices Grant Funding.

Board Member Lund moved to authorize staff to apply for FY27 BWSR Clean Water Fund Projects and Practices Grant Funding. Seconded by Board Member Lind. The motion carried with five (5) yeas (Board Members Campbell, Hafner, Lind, Lund, and McCullough) and no nays.

PERMIT ITEMS

11. P25-038 South Shore Estates Second Addition

The purpose of this item proposes the construction of a new residential development with streets, utilities and associated stormwater management features and is located at Vickers St. NE., south of Interlachen Dr. NE., Ham Lake, Minnesota.

The project proposes the construction of a new residential development with streets, utilities and associated stormwater treatment features. The project will disturb 34 acres and create 6.92 acres of regulated impervious surface. Most of the site drains to County Ditch 11 and a small portion drains north to the Sunrise River Water Management Organization. The relevant water resource concerns are stormwater management, soils and erosion control, and buffers, which correspond to District Rules 3, 4 and 8.

Based on the findings and exhibits as presented in the Staff Report, the staff recommendation was to Approve with (3) three Conditions and (3) three Stipulations.

Conditions:

Rule 2.7 – Procedural Requirements

1. Submittal of a performance escrow in the amount of \$19,000.00.

Rule 3.0 – Stormwater Management

2. Please update the Soil Amendment Plan on sheet C2.3 to show the full extents of the amended areas within subcatchment 5.

Rule 4.0 – Soils and Erosion Control

3. Provide redundant perimeter control around Wetland 8.

Stipulations: The permit will be issued with the following stipulations as conditions of the permit. By accepting the permit, the applicant agrees to these stipulations:

1. The applicant must apply for coverage under the Minnesota Pollution Control Agency's (MPCA's) Construction Stormwater Permit (Permit No: MNR100001)
2. If dewatering is required, provide DNR dewatering permit prior to construction. If a DNR permit is not required, provide well-field location, rates, discharge location, schedule and quantities prior to construction.
3. Submittal of as-builts for the stormwater management practices and associated structures listed in Table 2, including volume, critical elevations and proof of installation for hydrodynamic separators.

There was discussion regarding the stormwater wetland requirements for this project. Watershed Development Coordinator Erin Margl indicated the options had been discussed.

Board Member Hafner moved to approve P-25-038 South Shore Estates Second Addition with 3 Conditions and 3 Stipulations as outlined in the staff report. Seconded by Board Member McCullough. The motion carried with five (5) yeas (Board Members Campbell, Hafner, Lind, Lund, and McCullough) and no nays.

DISCUSSION ITEMS

13. Personnel Guidance Manual

This item was presented to the Board by Administrative Services Coordinator Corinne Elfelt. The purpose of this item was to present the Board with an opportunity to discuss and review possible revisions to the DRAFT Manual.

The Personnel Guidance Manual is a working document that requires regular updates. As the Minnesota Paid Family and Medical Leave is new, we anticipate that regular updates will need to be made. We attempted to write the manual in a manner that will allow for the majority of the text to remain the same and update Appendix B Minnesota Paid Leave.

On February 23, 2026, a DRAFT Personnel Guidance Manual was prepared for the Board. At that meeting, the Board decision was to hold over the DRAFT for consideration at a future meeting.

On March 9, 2026, the Board was presented with an opportunity to discuss and review possible revisions to the DRAFT Manual. Member Campbell and Mrs. Elfelt confirmed changes that were made prior to this meeting also noting comment receipt by Michelle Ulrich.

Based on the findings and exhibits as presented in the Staff Report, the staff recommendation was to make changes as recommended by the Board and present the amended DRAFT at the March 23, 2026 Board Meeting for Adoption.

Board Member McCullough moved to make changes as recommended by the Board and present the amended DRAFT at the March 23, 2026 Board Meeting for Adoption. Seconded by Board Member Lund. The motion carried with five (5) yeas (Board Members Campbell, Hafner, Lind, Lund, and McCullough) and no nays.

14. 2026 Legislative Briefing (ABM)

District Administrator Jon Janke attended the Annual Legislative Briefing and reported it went well. The Department of Natural Resources (DNR) presented information regarding permit efficiency and spoke about a Stream and Habitat

Improvement restoration project. This topic was unfamiliar and Mr. Janke along with one other attendee, volunteered to work directly with the DNR staff to streamline the advancements in permit efficiency for everyone including applicants.

The Annual Legislative Briefing was meaningful and a step in the right direction in working together and enhancing relationships with departments.

15. Watershed Management Video

The purpose of this item is to provide Board members with accessible watershed management training resources to strengthen understanding of District roles, responsibilities, and governance and support more informed decision making. In December 2025, a video series developed by the Board of Water and Soil Resources (BWSR) for members of local government boards and commissions was shared with the Board.

At the January 12, 2026, Board meeting, the Board expressed interest in reviewing the video series at future meetings as time allows. This staff report is intended to serve as a standing reference so the Board may review the videos incrementally over time.

An attempt was made to view some of the videos at the March 9th Board meeting, but technical difficulties prevented the viewing. Members were encouraged to view the material individually and attempts to view will be made at future Board meetings.

INFORMATIONAL ITEMS

None

ADJOURNMENT

Board Member Lund moved to adjourn at 6:24pm. Seconded by Board Member McCullough. The motion carried with five (5) yeas (Board Members Campbell, Hafner, Lind, Lund, and McCullough) and no nays.

President

COON CREEK WATERSHED DISTRICT
Request for Board Action

MEETING DATE: March 23, 2026
AGENDA NUMBER: 6
ITEM: Bills to Be Paid

FISCAL IMPACT: Budgeted
POLICY IMPACT: Policy

REQUEST
Approve bills

BACKGROUND

Claims totaling \$286,660.50 on the following disbursement list will be issued and released upon Board approval.

Vendor	Amount
V0026--CITY OF COON RAPIDS	20,704.00
V0026--CITY OF COON RAPIDS	9,780.00
V0033--DELL MARKETING LP	6,715.71
V0050--LEAGUE OF MN CITIES INSURANCE TRUST	23,806.00
V0096--RANDY WESP EXCAVATING LLC	2,340.00
V0195--STANTEC CONSULTING SERVICES INC	118,212.50
V0195--STANTEC CONSULTING SERVICES INC	42,061.25
V0217--COORDINATED BUSINESS SYSTEMS LTD	170.00
V0242--METRO I NET	7,330.00
V0281--UNIVERSITY OF MINNESOTA FOUNDATION	10,000.00
V0348--BLUE CROSS BLUE SHIELD OF MN	23,015.98
V0350--FIRST UNUM LIFE INSURANCE COMPANY	659.90
V0351--DELTA DENTAL OF MN	1,683.42
V0352--HEALTH EQUITY INC	33.35
V0352--HEALTH EQUITY INC	855.35
V0352--HEALTH EQUITY INC	95.20
V0360--PAYLOCITY	565.15
V0362--PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	7,867.69
V0363--MINNESOTA STATE RETIREMENT SYSTEM	1,215.00
V0430--VALLEY PAVING	3,690.00
V0431--KILO ENGINEERING LLC	5,860.00
	286,660.50

Item 6: Bills to be Paid Page 2 of 2

Company name:	Coon Creek Watershed District									
Created on:	3/19/2026									
Vendor name	Bill number	Date	Fund name	Department name	Account	Capital Project ID	Grant ID	Transaction amount	Memo	
3132026										
	MINNESOTA STATE RETIREMENT SYSTEM	03132026	3/13/2026	General Fund	Administration			60718	300.00	03132026 MFS/PRL
	MINNESOTA STATE RETIREMENT SYSTEM	03132026	3/13/2026	General Fund	Water Quality			60718	435.00	03132026 MFS/PRL
	MINNESOTA STATE RETIREMENT SYSTEM	03132026	3/13/2026	General Fund	Planning			60718	200.00	03132026 MFS/PRL
	MINNESOTA STATE RETIREMENT SYSTEM	03132026	3/13/2026	General Fund	Public & Governmental Affairs			60718	25.00	03132026 MFS/PRL
	MINNESOTA STATE RETIREMENT SYSTEM	03132026	3/13/2026	General Fund	Watershed Development			60718	150.00	03132026 MFS/PRL
	MINNESOTA STATE RETIREMENT SYSTEM	03132026	3/13/2026	General Fund	Operations & Maintenance			60718	105.00	03132026 MFS/PRL
Sum for 03132026									1,215.00	
0973566-001 APR26										
	FRST UNIMLIFE INSURANCE COMPANY	0973566-001 APR26	3/18/2026	General Fund	Operations & Maintenance			60715	33.66	APR2026 LIFE INS OM
	FRST UNIMLIFE INSURANCE COMPANY	0973566-001 APR26	3/18/2026	General Fund	Watershed Development			60715	20.71	APR2026 LIFE INS WD
	FRST UNIMLIFE INSURANCE COMPANY	0973566-001 APR26	3/18/2026	General Fund	Administration			60715	90.16	APR2026 LIFE INS ADM
	FRST UNIMLIFE INSURANCE COMPANY	0973566-001 APR26	3/18/2026	General Fund	Administration			21050	113.75	APR2026 LIFE INS
	FRST UNIMLIFE INSURANCE COMPANY	0973566-001 APR26	3/18/2026	General Fund	Administration			21050	369.51	APR2026 LTD INS
	FRST UNIMLIFE INSURANCE COMPANY	0973566-001 APR26	3/18/2026	General Fund	Water Quality			60715	32.11	APR2026 LIFE INS WQ
Sum for 0973566-001 APR26									659.90	
10864728745										
	DELL MARKETING LP	10864728745	3/4/2026	General Fund	Administration			61101	6,715.71	CUST530002446679 PQ2123054 LAPTOP 1 DESK
Sum for 10864728745									6,715.71	
25207401										
	KILO ENGINEERING LLC	25207401	1/20/2026	General Fund	Water Quality			61549	5,860.00	GEOTECH SERVICES SAN CRK AOP XEON CRSG
Sum for 25207401									5,860.00	
2533101										
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Planning			63246	322.00	PROJ227708772 AOP PH2 JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Operations & Maintenance			63246	483.00	PROJ227708772 AOP CRSG ENHANCE JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Planning			63246	5,100.00	PROJ227708772 CHNGL GEO ANALYSIS JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Water Quality			63246	885.50	PROJ227708772 SAND CRK CRSG XEON JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Operations & Maintenance			63246	967.50	PROJ227708772 UNIV POND RETRO JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Administration			63246	2,334.75	PROJ227708772 WQ STUDIES JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Administration			63246	2,470.00	PROJ227708772 CD SWA 37 JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Planning			63246	4,553.00	PROJ227708772 AOP PH2 JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Operations & Maintenance			63246	4,442.00	PROJ227708772 WOODBRIDGE CHNL JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Planning			63246	28,647.00	PROJ227708772 SUBWTR PLAN JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Planning			63246	23,409.00	PROJ227708772 WQ MODEL JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Water Quality			63246	14,732.00	PROJ227708772 CD17 SUBWTR PLAN JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Planning			63246	7,892.25	PROJ227708772 WQ STUDIES JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Administration			63246	5,762.50	PROJ227708772 WQ GENL JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Water Quality			63246	5,694.75	PROJ227708772 BRIDGE WATER BMP JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Water Quality			63246	53.00	PROJ227708772 LCOOR JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Water Quality			63246	4,618.75	PROJ227708772 PLOC SUBWTR PLAN JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Administration			63246	5,064.00	PROJ227708772 PLAN GENL JAN & FEB 26
	STANTEC CONSULTING SERVICES INC	2533101	3/9/2026	General Fund	Operations & Maintenance			63246	5,371.50	PROJ227708772 FEASIBILITY STUDY JAN & FEB 26
Sum for 2533101									118,212.50	
2533102										
	STANTEC CONSULTING SERVICES INC	2533102	3/9/2026	General Fund	Watershed Development			63246	42,061.25	PROJ227707626 PERMIT PROJ JAN & FEB 26
Sum for 2533102									42,061.25	
26 COVID CONTR										
	UNIVERSITY OF MINNESOTA FOUNDATION	26 COVID CONTR	3/12/2026	General Fund	Water Quality			61557	10,000.00	26 CONTRIBUTION MN STORM WATER RESEARCH COUNCIL
Sum for 26 COVID CONTR									10,000.00	
260										
	RANDY WESP EXCAVATING LLC	260	3/13/2026	General Fund	Operations & Maintenance			61549	2,340.00	26 NON ROUT MAINT D44 ISS 25-152
Sum for 260									2,340.00	
2.60302E+11										
	BLUE CROSS BLUE SHIELD OF MN	260302461172	3/16/2026	General Fund	Watershed Development			60722	20.90	APR2026 VISION INS
	BLUE CROSS BLUE SHIELD OF MN	260302461172	3/16/2026	General Fund	Water Quality			60722	5.38	APR2026 VISION INS
	BLUE CROSS BLUE SHIELD OF MN	260302461172	3/16/2026	General Fund	Planning			60722	15.52	APR2026 VISION INS
	BLUE CROSS BLUE SHIELD OF MN	260302461172	3/16/2026	General Fund	Administration			60722	25.58	APR2026 VISION INS
	BLUE CROSS BLUE SHIELD OF MN	260302461172	3/16/2026	General Fund	Administration			21050	22,922.98	APR2026 HEALTH INS
	BLUE CROSS BLUE SHIELD OF MN	260302461172	3/16/2026	General Fund	Operations & Maintenance			60722	25.62	APR2026 VISION INS
Sum for 260302461172									23,015.98	
3330										
	METRO I NET	3330	3/11/2026	General Fund	Administration			63066	7,330.00	MAR2026 IT SERVICES
Sum for 3330									7,330.00	
40006371 2026										
	LEAGUE OF MN CITIES INSURANCE TRUST	40006371 2026	3/20/2026	General Fund	Administration			62370	13,146.00	ACCT40006371 FC LIAB AUTO INS PREMIUM
	LEAGUE OF MN CITIES INSURANCE TRUST	40006371 2026	3/20/2026	General Fund	Administration			62372	9,102.00	ACCT40006371 FC LIAB AUTO INS PREMIUM
	LEAGUE OF MN CITIES INSURANCE TRUST	40006371 2026	3/20/2026	General Fund	Administration			62374	1,558.00	ACCT40006371 FC LIAB AUTO INS PREMIUM
Sum for 40006371 2026									23,806.00	
5SS24U										
	HEALTH EQUITY INC	5SS24U	3/13/2026	General Fund	Administration			60713	33.35	MAR2026 HSA FEES
Sum for 5SS24U									33.35	
6MPY7WD										
	HEALTH EQUITY INC	6MPY7WD	3/13/2026	General Fund	Watershed Development			60713	100.00	MAR13 HSA EEE DEDUCTIONS
	HEALTH EQUITY INC	6MPY7WD	3/13/2026	General Fund	Public & Governmental Affairs			60713	73.07	MAR13 HSA EEE DEDUCTIONS
	HEALTH EQUITY INC	6MPY7WD	3/13/2026	General Fund	Water Quality			60713	144.00	MAR13 HSA EEE DEDUCTIONS
	HEALTH EQUITY INC	6MPY7WD	3/13/2026	General Fund	Planning			60713	144.23	MAR13 HSA EEE DEDUCTIONS
	HEALTH EQUITY INC	6MPY7WD	3/13/2026	General Fund	Administration			60713	394.05	MAR13 HSA EEE DEDUCTIONS
Sum for 6MPY7WD									855.35	
CNS0002110718										
	DELTA DENTAL OF MN	CNS0002110718	3/20/2026	General Fund	Administration			21050	1,683.42	TD4578 0227 DENTAL INS APR26
Sum for CNS0002110718									1,683.42	
G.B24W-P										
	HEALTH EQUITY INC	G.B24W-P	3/17/2026	General Fund	Administration			60713	95.20	MAR26 DPC JUDGE DEDUCTIONS
Sum for G.B24W-P									95.20	
INV3613489										
	PAYLOCITY	INV3613489	3/20/2026	General Fund	Administration			63052	565.15	IMPL FEES HOM SOLUTION MAR26
Sum for INV3613489									565.15	
INV527545										
	COORDINATED BUSINESS SYSTEMS LTD	INV527545	3/12/2026	General Fund	Administration			61251	170.00	WO102718 LOGITECH SERVICE
Sum for INV527545									170.00	
PAN23-069										
	VALLEY PAVING	PAN23-069	3/23/2026	Escrow Fund	Administration			24210	3,690.00	P23-069 ESCROW REF-ULLYSESST & 117TH AVE ROUNDABOUT
Sum for PAN23-069									3,690.00	
SOMPER000841290										
	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	SOMPER000841290	3/13/2026	General Fund	Administration			21050	7,867.69	03132026 PERA PRL
Sum for SOMPER000841290									7,867.69	
WQCS25 FINAL 20%										
	CITY OF COON RAPIDS	WQCS25 FINAL 20%	3/9/2026	General Fund	Water Quality			61549	9,780.00	WQCS2025 FINAL 20% SWEEPING
Sum for WQCS25 FINAL 20%									9,780.00	
WQCS25 INITIAL 80%										
	CITY OF COON RAPIDS	WQCS25 INITIAL 80%	3/5/2026	General Fund	Water Quality			61549	20,704.00	WQCS INITIAL 80% WOODCREST CHANNEL
Sum for WQCS25 INITIAL 80%									20,704.00	
Sum Total									286,660.50	

COON CREEK WATERSHED DISTRICT
Request for Board Action

MEETING DATE: March 23, 2026
AGENDA NUMBER: 7
ITEM: Personnel Guidance Manual Adoption

AGENDA: Policy

ACTION REQUESTED

Review, comment and adopt proposed Coon Creek Watershed District Personnel Guidance Manual.

PURPOSE & SCOPE OF ITEM

The purpose of the Personnel Guidance Manual is to:

- provide employees with a comprehensive guide to District policies, procedures and expectations
- provide new hires with a foundational understanding of the District culture, policies and procedures
- promote consistent communication across the District, ensuring that all employees receive the same information and are held to the same standards
- help the District comply with employment laws and regulations
- provide a readily available resource for employees to refer to when they have questions or need clarification on specific policies or procedures

BACKGROUND

On April 25, 2022, the Board approved the Coon Creek Watershed District Personnel Guidance Manual. On August 14, 2023, the Board approved an amendment to the Manual to include the change in cannabis laws in Minnesota and other minor housekeeping within the Manual.

On January 22, 2024, the Board was informed that a rewrite of the entire Personnel Guidance Manual will take place to coincide with the final phase of separation from Anoka County.

Effective December 14, 2024, Coon Creek Watershed separated from Anoka County's payroll system and human resources. This change required substantial changes to the previously adopted Personnel Guidance Manual.

On May 27, 2025, the Board Adopted the rewrite of the Personnel Guidance Manual.

On January 1, 2026, multiple changes in Minnesota law impacting employees and employers were put into effect creating the need for incorporation into the Personnel Guidance Manual.

On February 23, 2026, a DRAFT Personnel Guidance Manual was prepared for the Board. At that meeting, the Board decision was to hold over the DRAFT for consideration at a future meeting.

On March 9, 2026, the Board was presented with an opportunity to discuss and review possible revisions to the DRAFT Manual. Board consensus was that the recommended revisions should be made and be brought back for adoption at the March 23, 2026, meeting.

FACTS

An updated Personnel Guidance Manual was needed primarily due to new laws requiring employers to comply with new Minnesota Paid Family and Medical Leave. The addition of this law requires changes in how the District handles this new leave in conjunction with other leaves as outlined in the Manual.

IMPLICATIONS

The Personnel Guidance Manual will clearly outline the expectations of the District and of District employees and provide facilitation of more consistent management.

CONCLUSIONS

The Personnel Guidance Manual is a working document that requires regular updates. As the Minnesota Paid Family and Medical Leave is new, we anticipate that regular updates will need to be made. We attempted to write the manual in a manner that will allow for much of the text to remain the same and update Appendix B Minnesota Paid Leave.

ACTION/IMPLEMENTATION STEPS

Adopted manual will be provided for staff. Staff will be required to Acknowledge Receipt of the Personnel Guidance Manual. A review of the Manual in sections will take place over the next few months during staff meetings. This will allow for changes to be highlighted and discussed.

RECOMMENDATION

Staff recommendation is to:

- 1) Adopt the Personnel Guidance Manual as written effective March 24, 2026

Motion to Adopt the Amended Personnel Guidance Manual on March 23, 2026, and effective on March 24, 2026, was made by Board Member _____. Seconded by _____.



COON CREEK
WATERSHED DISTRICT

Personnel Guidance Manual

Adopted: April 25, 2022

Amended: August 14, 2023; January 22, 2024

Rewrite Adopted: May 27, 2025

Amended: March 23, 2026

Coon Creek Watershed District Personnel Guidance Manual

Table of Contents

- **Article I. INTRODUCTION**.....6
 - Section 1.01 Welcome**6
 - Section 1.02 History**.....6
 - Section 1.03 Mission**.....6
 - Section 1.04 Culture**.....7
 - Section 1.05 Governance**..... 7
 - Section 1.06 Manual Limitations and Administration**.....7
 - Section 1.07 Purpose**.....7
 - Section 1.08 Scope**8
 - Section 1.09 EEO Policy Statement**8
 - Section 1.10 Data Practices Advisory**.....9
 - Section 1.11 Media Requests**.....9
 - Section 1.12 Personal Communications and Use of Social Media**11
- **Article II.DISTRICT WORK RULES & CODE OF CONDUCT**13
 - Section 2.01 Conduct as a District Employee**.....13
 - Section 2.02 Attendance & Absence**13
 - Section 2.03 Access to and Use of District Property**14
 - Section 2.04 Appearance**15
 - Section 2.05 Conflict of Interest**16
 - Section 2.06 Falsification of Records**16
 - Section 2.07 Personal Telephone Calls**17
 - Section 2.08 Political Activity**17
 - Section 2.09 Recording**.....18
 - Section 2.10 Smoking**.....18

- **Article III. EMPLOYEE RECRUITMENT & SELECTION** 19
- Section 3.01 Scope** 19
- Section 3.02 Features of the Recruitment System**..... 19
- Section 3.03 Testing and Examinations** 20
- Section 3.04 Selection Process**..... 20
- Section 3.05 Background Checks** 21
- Section 3.06 Training/Introductory Period** 21
- **Article IV. ORGANIZATION**..... 23
- Section 4.01 Job Descriptions**..... 23
- Section 4.02 Assigning and Scheduling Work** 23
- Section 4.03 Job Descriptions and Classifications** 23
- Section 4.04 Layoff**..... 23
- **Article V. HOURS OF WORK**..... 24
- Section 5.01 Work Hours** 24
- Section 5.02 Core Hours**..... 24
- Section 5.03 Meal Breaks and Rest Periods**..... 24
- Section 5.04 Adverse Weather Conditions**..... 24
- Section 5.05 Work Off Site (WOS)/Remote Work**..... 25
- **Article VI. COMPENSATION** 29
- **Article VII. PAYROLL**..... 30
- Section 7.01 Direct Deposit** 30
- Section 7.02 Improper Deduction and Overpayment Policy** 30
- Section 7.03 Time Reporting** 30
- Section 7.04 Overtime / Compensatory Time** 31
- Section 7.05 Non-Exempt (Overtime-Eligible) Employees** 31
- Section 7.06 Exempt (Non-Overtime-Eligible) Employees** 32
- Section 7.07 Leave Policy for Exempt Employees** 34
- **Article VIII. PERFORMANCE REVIEWS** 35
- **Article IX. BENEFITS** 36
- Section 9.01 Health, Dental, Life Insurance** 36

Section 9.02 Retirement/Public Employees Retirement Association (PERA)	37
Section 9.03 Tuition Reimbursement	37
• Article X. HOLIDAYS	39
• Article XI. LEAVES OF ABSENCE	40
Section 11.01 Earned Sick and Safe Time (ESST) Leave	40
Section 11.02 Extended Medical Benefit (EMB)	41
Section 11.03 Vacation Leave	41
Section 11.04 Military Leave.....	44
Section 11.05 Military Leave for Family Members.....	44
Section 11.06 Military Leave for Family Member Injured or Killed in Active Service	44
Section 11.07 Civil Air Patrol	45
Section 11.08 Jury Duty	45
Section 11.09 Court Appearances.....	45
Section 11.10 Victim or Witness Leave	45
Section 11.11 Job Related Injury or Illness.....	46
Section 11.12 Minnesota Paid Leave.....	46
Section 11.13 Administrative Leave	47
Section 11.14 Adoptive Parents.....	47
Section 11.15 School Conference Leave	47
Section 11.16 Bone Marrow/Organ Donation Leave.....	48
Section 11.17 Elections / Voting	48
Section 11.18 Delegates to Party Conventions.....	49
Section 11.19 Regular Leave without Pay	49
Section 11.20 Pregnancy and Parenting Leave	51
Section 11.21 Reasonable Work Time for Nursing Mothers and Lactating Employees.....	51
Section 11.22 Light Duty/Modified Duty Assignment.....	51
Section 11.23 Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy	52

Section 11.24 Athletic Leave of Absence	53
• Article XII. RESPECTFUL WORKPLACE POLICY.....	54
Section 12.01 Applicability.....	54
Section 12.02 Abusive Customer Behavior	54
Section 12.03 Types of Disrespectful Behavior	54
Section 12.05 Supervisor’s Response to Allegations of Disrespectful Workplace Behavior.....	57
Section 12.06 Special Reporting Requirements	59
Section 12.07 Confidentiality.....	60
Section 12.08 Retaliation.....	60
• Article XIII. POSSESSION AND USE OF DANGEROUS WEAPONS.....	62
• Article XIV. SEPARATION FROM SERVICE.....	63
Section 14.01 Voluntary Termination	63
Section 14.02 Involuntary Termination.....	63
Section 14.03 Severance Pay.....	63
• Article XV.DISCIPLINE.....	64
Section 15.01 General Policy	64
Section 15.02 No Contract Language Established.....	64
Section 15.03 Process	64
• Article XVI. GRIEVANCE PROCEDURE.....	67
Section 16.01 Waiver	67
• Article XVII. EMPLOYEE EDUCATION & TRAINING	69
Section 17.01 Policy	69
Section 17.02 Job-Related Training & Conferences	69
Section 17.03 Job-Related Meetings.....	69
Section 17.04 Request for Participation in Training & Conferences	70
Section 17.05 Out of State Travel.....	70
Section 17.06 Not to Exceed Figure	70
Section 17.07 Compensation for Travel & Training Time.....	70
Section 17.08 Memberships and Dues	71

Section 17.09 Travel & Meal Allowance71

- **Article XVIII. OUTSIDE EMPLOYMENT72**
- **Article XIX. DRUG FREE WORKPLACE73**
- **Article XX. ALCOHOL USE74**
- **Article XXI. DISTRICT DRIVING POLICY75**
- **Article XXII. CELLULAR PHONE USE76**

Section 22.01 General Policy76

Section 22.02 Procedures78

Section 22.03 Responsibility78

- **Article XXIII. SAFETY79**

Section 23.01 Reporting Accidents and Illnesses79

Section 23.02 Safety Equipment/Gear79

Section 23.03 Unsafe Behavior79

Section 23.04 Access to Gender-Segregated Activities and Areas79

Appendix A: Earned Sick and Safe Time Notice and Guidance

Appendix B: Minnesota Paid Leave (MPL)

Personnel Guidance Manual Acknowledgment

HUMAN RESOURCES & BENEFITS INFORMATION

PERSONNEL GUIDANCE MANUAL

Article I. INTRODUCTION

Section 1.01 Welcome

Congratulations on becoming a member of our team! A career with Coon Creek Watershed District offers many opportunities for your personal success; and, to assure operational excellence at Coon Creek Watershed District, we have developed this Personnel Guidance Manual.

Section 1.02 History

Coon Creek Watershed District (District) is a metropolitan watershed district and political subdivision of the State of Minnesota, established in 1959 under the Minnesota Watershed Law. The District derives its legal authorities and obligations from a number of different statutes. However, the primary statutes under which the District operates are the Watershed Law (Minn. Statutes Chapter 103D), Drainage Law (Minn. Statutes Chapter 103E) and the Metropolitan Surface Water Management Act (Minn. Statutes Chapter 103B). Under these statutes the District is charged with developing and maintaining a uniform program of water and related land management within the watershed district. As the drainage authority the District is also statutorily required to manage the 134-mile public ditch systems in the watershed district with the obligation to maintain them while preventing flooding and water pollution. The District as a local government unit (LGU) is also responsible for administering the Minnesota Wetland Conservation Act (Minn. Statutes chapter 103G and Minn. Rules chapter 8420); and as a Municipal Separate Storm Sewer (MS4) Permittee implements the required stormwater pollution prevention programs and standards set forth in the Minnesota Pollution Control Agency's (MPCA's) General Permit for Small Municipal Separate Storm Sewer Systems.

Section 1.03 Mission

To manage surface and groundwater systems and contributing land to provide for and balance the competing uses of development, drainage, flood prevention, and the protection and restoration of water quality and habitat for the benefit of our communities now and in the future.

Section 1.04 Culture

Coon Creek Watershed District is a tightknit, cohesive group of professionals dedicated to learning, adapting and solving problems to protect the water resources of the District.

Section 1.05 Governance

A five-member Board of Managers governs the District (Board). The Managers are appointed by the Anoka County Board of Commissioners to serve three-year terms. The Board meets regularly on the 2nd and 4th Mondays of each month at 5:30 p.m. The Board employs professional staff and consultants to carry out its duties with direction taken from the District's Comprehensive Watershed Management Plan. The Board appoints the District Administrator who acts as chief administrative officer of the District in carrying out Board-approved policies, procedures and statutory obligations.

The District staff are broken into teams called Programs. Each Program has a Coordinator that serves on the staff leadership team that provides guidance and feedback to the Administrator, Director of Operations and Administrative Services Coordinator on personnel, financial and programmatic issues.

Section 1.06 Manual Limitations and Administration

This Manual sets forth the general personnel guidance policies of the District. The policies serve as an informational guide to help employees become better informed and to make their experience with the District more rewarding. The provisions in this Guidance Manual shall not be construed as establishing contract terms for any District employee. Employment at the District is at will and is terminable at any time with or without cause by either the District or employee. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the District. These policies as of the date of the most recent revision, supersedes and replaces all previous personnel policies.

NO PROVISION IN THIS MANUAL IS INTENDED TO CREATE A CONTRACT BETWEEN THE DISTRICT AND ANY EMPLOYEE, OR TO LIMIT THE RIGHTS OF THE DISTRICT AND ITS EMPLOYEES TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE. THIS MANUAL IS A GENERAL STATEMENT OF POLICY, TO BE MODIFIED AND APPLIED BY THE DISTRICT AT ITS DISCRETION.

Section 1.07 Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of Coon Creek Watershed District (District). They should not be construed as contract terms for any District employees. No

3/23/2026

supervisor or District representative has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to this provision. Nothing in this Personnel Manual, or in other District policies which may be communicated to the employee, constitutes a contract of employment for any District employee. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the District. These policies supersede all previous personnel policies. As an employee, you are responsible for always complying with current District policy. Except where noted otherwise, the District Administrator or his/her designee is charged with ensuring compliance with these personnel policies.

Except as otherwise prohibited by law, the District has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

Section 1.08 Scope

These policies apply to all employees of the District. Except where specifically noted, these policies do not apply to contracted personnel:

1. District's attorney
2. District engineer
3. Members of District boards, commissions, and committees
4. Consultants and contractors

These policies serve as an information guide to help employees become better informed and to make their experience with the District more rewarding. Programs may have special work rules deemed necessary by the supervisor and approved by the District Administrator for the achievement of objectives of that program. Each employee will be given a copy of such work rules by the Program Coordinator upon hiring and those rules will be further explained, and enforcement discussed with the employee by the immediate supervisor.

Section 1.09 EEO Policy Statement

Coon Creek Watershed District is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. Coon Creek Watershed District will not discriminate against any employee or job applicant on the basis of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists) color, creed,

religion, national origin, ancestry, sex, sexual orientation, gender identity, or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

Section 1.10 Data Practices Advisory

Employee records are maintained in a location designated by the District Administrator. Personnel data is retained in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc. Employees can request to see their personnel or work records every six months and can challenge any information they disagree with. There will be no retaliation by the employer for employees using these rights.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

Section 1.11 Media Requests

All District employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should bring the error to the District Administrator or other appropriate staff. Regardless of whether the communication is in the employee's official District role or in a personal capacity, employees must comply with all laws related to trademarks, copyright, software use, etc.

Except for routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the District Administrator. No District employee is authorized to speak on behalf of the District without prior authorization from the District Administrator or his/her designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the District Administrator of the request.
2. If the request is regarding information about District personnel, potential litigation, controversial issues, an opinion on a District matter, or if an employee is unsure if the request is a "routine" question, forward the request to the District Administrator. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as they can." Then ask the media representative's name, questions, deadline, and contact information.

All news releases concerning District personnel will be the responsibility of the District Administrator.

When/if the District Administrator authorizes a staff person to communicate on behalf of the District in interviews, publications, news releases, on social media sites, and related communications, employees must:

- Identify themselves as representing the District. Account names on social media sites must be clearly connected to the District and approved by the District Administrator.
- Be respectful, professional, and truthful when providing information. In most cases, only factual information (not opinions or editorial comments) should be provided: "The District finished creek cleaning on Ditch 57 in the northwest corner of the District this past week" instead of "The District is doing a great job with ditch cleaning this year!" Corrections must be made when needed.
- Generally, do not include personal opinions in official District statements. One exception is communications related to promoting a District service. For example, an employee could post the following on the District's Facebook page: "My family visited Sand Creek Park this weekend and really enjoyed using the trail and reading the informational signs."
Employees who have been approved to use social media sites on behalf of the District should seek assistance from the District Administrator on this topic.
- Notify the District Administrator if they will be using their personal technology (cell phones, home computers, cameras, etc.) for District business. Employees should be aware data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

Section 1.12 Personal Communications and Use of Social Media

The District uses social media to further the goals of the District and its Mission by reaching a broader audience through the internet and the way citizens and businesses and obtain information.

Social media will be used to broadcast and share the following information to the widest possible audience as quickly as possible: time-sensitive information, emergency-related information, information and engagement campaigns and District program activities.

Employees with administrative, posting, or commenting permissions will clearly identify themselves including name and title with the District, along with contact information where appropriate. Content shared concerning the District should be related to District programs, services, projects, issues, events and activities.

The following guidelines apply to personal communications, including various forms such as social media (Facebook, Twitter, blogs, YouTube, etc.), letters to the editor of newspapers, and personal endorsements:

1. Non-public and confidential information such as information related to coworkers, personnel data, medical information, claims, or lawsuits against the District shall never be shared.
2. Posting and reposting information to third party sites will be limited to items relevant to the District.
 - Personal Social Media Accounts: This policy is not intended to govern employees' establishment or use of personal social media accounts for personal purposes, outside the workplace and using non-District information systems.
 - i. However, some such personal uses of District Social Media may reflect on the District or appear to represent District policy or to be on behalf of the District. In addition, accessing and using personal social media accounts by means of District information systems is subject to District policy. For these reasons, District employees are expected to comply with all District policies, as well as the following standards, when using personal social media accounts.
 - ii. District employees have no right to privacy with respect to their personal use of social media or personal social media accounts accessed by means of District information systems, or with respect to personal social media content so accessed. They should

not expect or assume privacy or confidentiality with respect to any such personal social media use or social media content.

- iii. Employees should be mindful of the risks of electronic communications in relation to the Minnesota Government Data Practices Act which establishes that government data are public and are accessible by the public for both inspection and copying unless determined private.
- iv. Postings and user profiles on personal social media accounts must not state or imply that the views, conclusions, statements or other social media content are an official policy, statement, position, or communication of the District, or represent the views of the District or any District officer or employee, unless the District Administrator or his designee granted express permission for that user to do so.
- v. If a District employee has not received such express permission, any user profile, biography, or posting on a personal social media account that identifies that person as a District employee must include a qualifying statement in substantially the following form: "The views I express on this site are my own and do not reflect any official view or position of the Coon Creek Watershed District."
- vi. Employees should not comment on District postings on the District's social media pages. We encourage employees to engage in social media by supporting the District's pages through likes/shares/retweets.

Please see SOCIAL MEDIA/SOCIAL NETWORKING in the Policy & Procedure Manual for the District's complete policy.

- The policy is not intended to govern employees' establishment or use of personal social media accounts for personal purposes, outside of the workplace and using non-District information systems.

Article II. DISTRICT WORK RULES & CODE OF CONDUCT

Section 2.01 Conduct as a District Employee

In accepting District employment, employees become representatives of the District and are responsible for assisting and serving the citizens for whom they work. An employee's primary responsibility is to serve the residents of Coon Creek Watershed District. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a District employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

Honesty is an important organizational attribute to our District. Therefore, any intentional misrepresentation of facts or falsification of records, including personnel records, medical records, leaves of absence documentation or the like, will not be tolerated. Further, dishonesty in District positions may preclude workers from effectively performing their essential job duties. Any violations will result in corrective action, up to and including termination.

The following are job requirements for every position at Coon Creek Watershed District. All employees are expected to:

- Always perform assigned duties to the best of their ability.
- Render prompt and courteous service to the public at all times.
- Read, understand, and comply with the rules and regulations set forth in these personnel policies as well as those of their departments.
- Conduct themselves professionally toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance while meeting the goals set by an employee's supervisor.
- Approach our organization and operational duties with a positive attitude and constructively support open communication, creativity, dedication and compassion.

Section 2.02 Attendance & Absence

The operations and standards of service in Coon Creek Watershed District requires employees be at work unless valid reasons warrant absence, or an employee has a position approved to work remotely.

For a team to function efficiently and effectively, employees must fully understand the goals set for them and the time required to be on the job. Understanding attendance requirements is an essential function of every District position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of absence. In the event of an unexpected absence, employees should call or email their supervisor before the scheduled starting time, or as soon as practicable for an unexpected absence, and keep in mind the following procedures:

- If the supervisor is not available at the time, the employee should leave a message with a telephone number where they can be reached and/or contact any other individual who was designated by the supervisor.
- Human Resources should be notified as soon as possible of the absence.
- Depending on the absence, failure to use the established reporting process may be grounds for disciplinary action.
- The employee must specify the amount of time needed away from work. In the event the absence is expected to last longer than anticipated, employees must contact their supervisor as soon as practicable to request additional time away from work.
- Employees who are absent for three days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing.
- The District may waive this rule if extenuating circumstances warranted such behavior.

Section 2.03 Access to and Use of District Property

Any employee who has authorized possession of keys, tools, computers, printers, cell phones, pagers, or other District-owned equipment must register their name and the serial number (if applicable) or identifying information about the equipment with their supervisor.

All such equipment must be turned in and accounted for by any employee leaving employment with the District to resign in good standing.

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the District is prohibited unless authorized by the District Administrator. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

Section 2.04 Appearance

Programs may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry, or other items that could present a safety hazard are not acceptable in the workplace. Dress needs vary by function. Employees who spend a portion of the day in the field need to dress in a professional manner appropriate to their jobs, as determined by their supervisor. Employees may dress in accordance with their gender identity, within the constraints of the dress codes adopted by the District. District staff shall not enforce the District's dress code more strictly against transgender and gender diverse employees than other employees.

In all instances, clothing and appearance must be neat, clean, not ripped, heavily frayed or worn, and not expose an excessive amount of skin.

The following are examples of clothing and shoe choices that are never acceptable, but it is not an exhaustive list. When in doubt, consult with Human Resources.

- Sweatpants
- Yoga pants and other exercise apparel
- Leggings unless combined with a top that reaches at least mid-thigh
- Beach wear
- Overalls unless required as part of a uniform
- Clothing with writing or large logos (unless District apparel)
- Any clothing showing midriffs
- Spaghetti straps unless covered by another garment
- Sheer clothing
- Sports jerseys (unless part of a planned employee event)
- House slippers

Employees are allowed to wear jeans clean and free of rips, tears, and not excessively tight or baggy in a way that is revealing or exposes undergarments.

Shorts that fall no shorter than one inch above the knee may be worn when conducting work outdoors during times of high heat with the exception of instances in which shorts would provide a safety hazard.

Employees who need accommodation associated with a protected status such as religion or disability should speak with Human Resources to obtain approval to deviate from this policy.

Section 2.05 Conflict of Interest

District employees are to remove themselves from situations in which they would have to act or make a decision where that action or decision could be a perceived or actual conflict of interest or could result in a personal benefit for themselves or a family member. If an employee has any question about whether such a conflict exists, they should consult with the District Administrator.

Section 2.06 Falsification of Records

Any employee who makes false statements or commits, or attempts to commit fraud in an effort to prevent the impartial application of these policies, state or federal policy or any policy the District administers will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

Whistleblower Protections

An employee of the District who, in good faith, reports an activity they consider to be illegal or dishonest fraudulent activity to one or more of the parties may have whistleblower protections. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate District management officials are charged with these responsibilities.

Examples of illegal or dishonest fraudulent activities include violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact their immediate supervisor or Human Resources. The employee must exercise sound judgment to avoid baseless allegations.

An employee who intentionally files a false report of wrongdoing may be subject to discipline up to and including termination.

It is the District's legal responsibility to protect employees who make a complaint of employment discrimination, who serve as a witness or participate in an investigation, or who are exercising their rights when requesting religious or disability accommodation from retaliation.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation; insofar as consistent with Minnesota Data Practices, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation. The District will not retaliate against a whistleblower. This includes but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes they are being retaliated against must contact Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing.

Section 2.07 Personal Telephone Calls

Personal telephone calls are not to interfere with District work and are to be completed as quickly as possible. Any personal long-distance call costs will be paid for by the employee. Please refer to the cell phone policy for information on use of cellular phones.

Section 2.08 Political Activity

District employees have the right to express their views and to pursue legitimate involvement in the political system outside of work time. Any employee who becomes a candidate for federal, state or municipal elective office, or assumes a federal, state, or municipal elective office, is expected to properly fulfill their normal duties during such candidacy and while holding such office and may be disciplined for failure to do so. An employee holding such office will be permitted time off from regular employment to attend meetings required by reason of the public office. Such time off may be without pay, by using appropriate paid leave, or made up with other hours, as agreed between the employee and the Program Coordinator or District Administrator.

District employees cannot use their official authority or influence through their employment with the District to compel a person to apply for membership in or become a member of a political organization, or to compel a person to pay or promise to pay a political contribution, or to compel a person to take part in political activity. While at

3/23/2026

work, District employees must be politically neutral in the performance of their job duties and cannot engage in political activity while at work, on District property, or by using District resources (such as District branded clothing or uniforms, photos, ID badges, nametags, or using the District's email system or technology). Furthermore, employees should not use their District job title in conjunction with any political work or endorsements.

Failure to adhere to these policies may result in disciplinary action up to and including termination of employment.

Section 2.09 Recording

No employee may record, by any means, a conversation or meeting with another employee or group of employees unless all of the following criteria are met:

- a) A legitimate purpose for the recording; and
- b) A recording device is in plain view; and
- c) All in attendance are informed the meeting is being recorded.

Secret recordings are strictly prohibited unless authorized in writing by legal counsel. A violation of this provision may result in disciplinary action, including termination.

Section 2.10 Smoking

Coon Creek Watershed District observes and supports the Minnesota Clean Indoor Air Act. All District buildings, grounds and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) or "vaping" with e-cigarettes is prohibited while in a District facility, on District grounds, while performing District duties or in vehicles.

Smoking of any kind, including pipes, cigars, cigarettes, vaping with e-cigarettes, and the use of chewing tobacco, is prohibited for employees while on duty. Employees are allowed to smoke only during their breaks and lunch, and only off District property.

Article III.EMPLOYEE RECRUITMENT & SELECTION

Section 3.01 Scope

The District Administrator or a designee will manage the hiring process for positions within the District. While the hiring process may be coordinated by staff, the District Administrator is responsible for the final hiring decision and must approve all hires to District employment. All hires will be made according to merit and fitness related to the position being filled.

Section 3.02 Features of the Recruitment System

The District Administrator or designee will determine if a vacancy will be filled through open recruitment or by promotion, transfer, or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

A promotion is movement of an employee from one job class to another within the District, where the maximum salary for the new position is higher than that of the employee's former position. A transfer is movement of an employee from one District position to another of equivalent pay.

Application for employment will generally be made online or by application forms provided by the District. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the District Administrator or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, to be considered for the position. The deadline for application may be extended by the District Administrator. Unsolicited applications may be kept on file.

Position vacancies may be filled on an "acting" basis as needed. The District Administrator will approve all acting appointments. Pay rate adjustments, if any, will be determined by the District Administrator.

In the case of appointing an "acting" District Administrator, the Board of Managers will act on appointing the "acting" District Administrator or hiring a new District Administrator. Pay rate adjustments for the District Administrator, if any, will be made by the Board of Managers.

Section 3.03 Testing and Examinations

Applicant qualifications may be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; or another appropriate job-related exam. For example:

- Keyboarding exercises for data entry positions.
- Writing exercises for positions requiring writing as part of the job duties.
- “In-basket” exercise for an administrative support position (sets up real-life scenarios and items likely to be given to the position for action and asks the candidate to list and prioritize the steps they would take to complete the tasks).
- Mock presentation to the Board of Managers for a director or coordinator position, for example.

The District Administrator or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process, in most cases, a candidate must meet the minimum qualifications. If you have any questions about whether your qualifications might meet the established minimums, contact the Human Resources department to ask. In many cases the District will consider alternative experience if it is substantially equivalent to the qualification required.

Section 3.04 Selection Process

The selection process will be a cooperative effort between the District Administrator or designee and the hiring supervisor, subject to final hiring approval of the District Administrator. Any, all, or none of the candidates may be interviewed.

The process of hiring seasonal and temporary employees may be delegated to the appropriate District staff, with final District Administrator approval.

Seasonal employees are those who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits –except that seasonal employees are eligible to accrue Earned Sick and Safe Time (ESST) leave and Minnesota Paid Leave (MPL) policies— and do not earn credit for seniority. Temporary employees are those who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits – except that temporary employees are eligible for Earned Sick and Safe Time (ESST) leave and Minnesota Paid Leave as outlined in the

3/23/2026

ESST and Minnesota Paid Leave policies—and do not earn credit for seniority. (SEE Appendix A: Earned Sick and Safe Time; Appendix B: Minnesota Paid Leave Policy)

The District has the right to make the final hiring decision based on qualifications, abilities, experience and Coon Creek Watershed District needs.

Section 3.05 Background Checks

All finalists for employment with the District may be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the District Administrator will determine the level of background check to be conducted based on the position being filled.

Section 3.06 Training/Introductory Period

The training/introductory period is an integral part of the selection process and will be used for the purpose of closely observing the employees' work and for training the employee in work expectations.

Training periods apply to new hires, transfers, promotions, and rehires.

Training/introductory periods are twelve months in duration, but may be extended by, for example, an unpaid leave of absence.

A training/introductory period is a twelve-month period at the start of employment with the District (or at the beginning of a promotion, reassignment, or transfer) designated as a period within which to learn the job. The training/introductory period is an integral extension of the District's selection process and is used by supervisors for closely observing an employee's work. It does not, however, alter the at-will status of employment between the District and employee.

An employee serving the initial training/introductory period may be disciplined for any reason at the sole discretion of the District, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights.

Nothing in this Manual shall be construed to imply during or after completion of the training/introductory period, an employee has any vested interest or property right to continued District employment.

Time served in temporary, seasonal, volunteer or interim positions are not considered part of the training/introductory period.

If an emergency arises during an employee's training/introductory period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the training/introductory period will be extended by the length of time taken.

Training begins on your first day of employment with an orientation process in which you will learn about District policies and procedures, possibly take a tour of the District, and meet co-workers. Then you will begin to learn your job by training with your supervisor or a co-worker.

In the first few months, you will meet with your supervisor frequently to discuss your progress and at six months, you will have a formal review.

Employees are individuals who have successfully completed all stages of the selection process, including the training period.

Article IV. ORGANIZATION

Section 4.01 Job Descriptions

The District will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the District Administrator prior to the position being filled.

A job description is prepared for each position within the District. Job descriptions may include: position title, department, supervisor's title, Fair Labor Standards Act (FLSA) status (exempt or non-exempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Good attendance and compliance with work rules and policies are essential functions of all District positions.

Section 4.02 Assigning and Scheduling Work

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the District Administrator.

Section 4.03 Job Descriptions and Classifications

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the District Administrator or their designee.

Section 4.04 Layoff

From time to time, it may be necessary for the District to reduce its staff due to operating conditions beyond its control. In such an event the District will make decisions based on operating needs related to employee job functions and performance, and your Supervisor/District Administrator will speak to you personally about your employment status.

Article V. HOURS OF WORK

Section 5.01 Work Hours

Employee work schedules and opportunities to work remotely will be established by the District Administrator on a case-by-case basis. The regular workweek for employees is five eight-hour days, 8:00 a.m. to 4:30 p.m., in addition to a lunch period, Monday through Friday, except as otherwise approved by the District Administrator in a written variance from the regular workweek schedule.

Section 5.02 Core Hours

To ensure employee availability and accountability to the public the District serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the hours of 9 a.m. to 3:00 p.m., Monday through Friday, unless away from the work site for a work-related activity or on approved leave.

Section 5.03 Meal Breaks and Rest Periods

Non-exempt employees are required to take a 30-minute unpaid lunch break, completely relieved of work duties, during a six or more consecutive hour workday and a 15-minute paid break within each four consecutive hours of work for use of the restroom and personal needs. Exempt employees are exempt from these requirements

Employees whose duties involve traveling throughout the District may stop along the assigned route at a restaurant or other public accommodation for their break.

Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the District Administrator, on the use of meal breaks and rest periods.

Section 5.04 Adverse Weather Conditions

Adverse weather conditions may include heavy snowfall, ice storms, high winds, severe thunderstorms, etc.) Coon Creek Watershed District facilities will generally be open during adverse weather. Any closings, early dismissals or late starts due to adverse weather conditions will correspond with Anoka-Hennepin School District. If Anoka-Hennepin School District cancels school for the day for weather related conditions, the

3/23/2026

District office will be closed. This time is eligible for ESST or Vacation time, unless otherwise directed by the District Administrator.

If during the day, Anoka-Hennepin School District ends the school day early due to weather related conditions, the District will also close at the corresponding time. Time that the office is closed due to adverse weather is eligible for use of ESST or Vacation time. If Anoka-Hennepin School District delays the start of the day due to adverse weather conditions, the District will also delay the start of the workday. The period of the delay (ex. 2 hours) is eligible for ESST or Vacation time unless otherwise directed by the District Administrator. NOTE: Travel time to and from the District office is not considered work hours.

If there is weather that may be considered adverse during a period that school is not normally in session (winter break, spring break, etc.), the District Administrator or designee will notify staff via email or text to your District issued phone if there will be a late start or office closure. Otherwise, the office will be considered open for business. If an employee chooses not to commute to the office, vacation time is to be used.

Staff should monitor the local television channels for adverse weather condition closures and late starts for Anoka-Hennepin School District.

In the event the Coon Creek Watershed District office closes due to adverse weather or other public emergency, see Article XI: Leaves of Absence section 11.01 for Earned Sick and Safe Leave and Appendix A: Earned Sick and Safe Time.

Decisions to cancel departmental programs (special events, Board Meetings, etc.) will be made by the respective supervisor or the District Administrator.

Section 5.05 Work Off Site (WOS)/Remote Work

The District places high value on its employees working in the office for a variety of reasons that include enhancing employee collaboration and communication, fostering team bonding, social connection and a sense of belonging, enhancing mentorship and peer to peer learning, increasing productivity and offering a structured work environment. However, remote work may be considered to attract and retain talent, alleviate space constraints, etc.

Remote work is a work alternative that may be appropriate for some employees and some jobs. It is not a District-wide benefit, and it in no way changes the at-will nature of employment or the other terms and conditions of employment with the District.

Short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization, and with the consent of the employee's health care provider, if appropriate. Working remotely may also be put into place in case of an emergency such as damage to the office making it not possible to work in the office, local or federal declaration (i.e., pandemic), etc. In general, employees are not eligible to work remotely during their training/introductory period.

All remote work arrangements are made on a case-by-case basis, focusing on the business needs of the District first. Documentation of the arrangements will be required and reviewed by the Administrator and Human Resources prior to approval.

(a) Location

Employees will provide, at their expense, a secure, dedicated work area, and internet connection for server access. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain secure devices and procedures necessary to prevent access and use by unauthorized persons, including by preventing the connection of any District-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the District.

(b) Duties

Employees are expected to follow all existing District policies and procedures while working off site. The duties, obligations, responsibilities and conditions of employment with the District remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours (core business hours: 9:00-3:00). If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing District policies with respect to scheduled and unscheduled time off, including the obligation to speak with their supervisor before the scheduled start time in the event of an unscheduled absence, late start, or early departure.

While performing official duties, while working remotely, short-term remote workers are expected to arrange for dependent care just as they would if they were working in the office. While working remotely employees should not be regularly engaging in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, remote workers must be careful to keep interruptions to a minimum to avoid disruptions in work accomplishment.

NOTE: Caring for family members 10 years of age and younger that are ill is generally considered Earned Sick and Safe Time (ESST). Limited exceptions can be made to enable the completion of time-sensitive tasks while working remotely with the approval of their supervisor. Human Resources is to be informed of these arrangements.

Caring for family members 11 years of age and older that are ill may qualify for WOS with the approval of the Supervisor and Human Resources.

Caring for children due to school closure or childcare due to weather or public emergency is ESST eligible.

Regular, dependable childcare for children under 11 while working from home (or off-site) is expected during your working hours. Occasional exceptions for unplanned circumstances may be made, but these should be the exception and not the norm.

Closure of workplace is eligible for ESST.

(c) Accident and Injuries

Employees agree to maintain safe conditions in the remote workspace and to practice the same safety habits and rules applied on the District premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote workspace, the workers' compensation provisions in place will apply. Employees must notify their supervisor and Human Resources and complete all necessary and/or requested documents regarding the reported injury. The District assumes no responsibility for injuries occurring in the remote workspace outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote workspace.

(d) Equipment

Employees agree to use District provided or approved electronic equipment that meets all of the District's security requirements. If the District provides equipment for home use, employees agree to provide a secure location for District-owned equipment and will not use, or allow others to use, such equipment for purposes other than District business. Employees have no expectation of ownership in such equipment, linkages, property, or other times installed or provided by the District. Employees hereby release the District from any damage or liability incurred in the installation or removal of any equipment provided by the District.

(e) Return of District Property

All equipment, records, and materials provided by the District will remain District property. Employees agree to return District equipment, records, and materials upon request. All District equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon conclusion of the remote work arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

(f) Expenses

Employee's regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowner's insurance, etc., are not reimbursable unless state law requires reimbursement.

(g) Confidentiality

Employees agree that they are subject to the District's policies prohibiting the nonbusiness use or dissemination of the District's confidential business information. Employees will take all appropriate steps to safeguard the District's confidential information, including segregating it from personal papers and documents, not allowing non-employees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information in a safe and secure location.

Article VI. COMPENSATION

Full-time employees of the District will be compensated according to the Compensation Plan. Unless approved by the District Administrator, employees will not receive any amount from the District in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the District Administrator at the time of hire, or on an annual basis.

Wage Disclosure Protections: Under Minnesota law, an employer may not:

- Require nondisclosure by an employee of their wages as a condition of employment;
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages;
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed;
- Retaliate against an employee for asserting rights or remedies set forth in this policy.

An employee's remedies under the Wage Disclosure Protection Law are to bring a civil action against the District and/or file a complaint with the Minnesota Department of Labor and Industry.

Article VII. PAYROLL

Section 7.01 Direct Deposit

As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying Human Resources of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

Section 7.02 Improper Deduction and Overpayment Policy

If an employee believes that an improper deduction or overpayment, or another type of error, has been made, they should immediately contact Human Resources. If the District determines it has made an improper deduction from a paycheck, it will reimburse the employee for the improper amount deducted and take good faith measures to prevent improper deductions from being made in the future.

In cases of improper overpayments, employees are required to promptly repay the District in the amount of the overpayment. The employee can write a personal check or authorize a reduction in pay to cover the repayment

Section 7.03 Time Reporting

It is each employee's responsibility to complete their time sheet in an accurate and timely manner. It is recommended that it be kept up to date daily. Failure to do so may add Administrative burden if the employee is unexpectedly out and unable to complete their timesheet on the required submittal day. In addition to payroll processing, time reporting may also be used as a tool for work planning and determining staffing needs.

Full-time, Non-exempt employees are expected to work the number of hours per week as established for their position. In most cases, this will be 40 hours per workweek. Non-exempt employees will be paid according to the time reported on their time sheets.

To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked, lunch periods and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a bi-weekly basis. Non-exempt employees are required to take and record their 30-minute lunch break on their daily time sheets, free from all work duties daily.

Each time reporting form must be submitted by the employee. Reporting false information or for someone else on a time sheet may be cause for immediate termination.

The pay period is a fourteen (14) day period beginning at 12 a.m. (midnight) on Sunday morning through 11:59 p.m. on Saturday, fourteen days later.

Section 7.04 Overtime / Compensatory Time

Coon Creek Watershed District has established this overtime policy for non-exempt employees to comply with applicable state and federal laws governing accrual and use of overtime. The District Administrator will determine whether each employee is designated as "exempt" or "non-exempt" from earning overtime.

Non-exempt employees must have approval to work more than 40 hours per week. Attendance and participation in evening and/or weekend meetings or events are to be worked into their workweek and adjustments made so as not to exceed the 40-hour workweek unless otherwise prior approval has been given.

In general, employees in executive, administrative, and professional job classes are exempt; all others are non-exempt.

Section 7.05 Non-Exempt (Overtime-Eligible) Employees

Employees who are covered by the federal or state Fair Labor Standards Act are considered non-exempt. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given week.

Vacation, Earned Sick and Safe Time (ESST), any Leave time, and paid holidays do not count toward "hours worked." Compensation will take the form of time-and-one-half pay or compensatory time.

For most employees the work week is a fourteen (14) day period, beginning at 12 a.m. (midnight) on Sunday morning through 11:59 p.m. on Saturday, fourteen days later.

The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval will be paid accordingly but may be subject to disciplinary action.

Section 7.06 Exempt (Non-Overtime-Eligible) Employees

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their supervisors.

Generally, to meet these expectations, and for reasons of public accountability, an exempt employee will need to work 40 or more hours per week, not including lunch periods. Exempt employees do not receive extra pay for the hours worked over 40 in one work week.

Some positions within the District require regular evening and weekend attendance at Board Meetings, events and council meetings outside of normal office hours. When necessary, an alternate work schedule should be implemented with their supervisor's approval. Exempt employees are paid on a salary basis. This means they receive a predetermined amount of pay each pay period and are not paid by the time. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed. Coon Creek Watershed District will make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or accident.
- The employee is in a position that earns ESST, receives workers' compensation wage loss benefits or Minnesota Paid Leave, and is absent for a full day due to an eligible absence (i.e. sickness, caring for a sick person, or disability), but they are either not yet qualified to use the paid leave or they have exhausted all of their paid leave.
- The employee is absent for a full work week, and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of their paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the District in which the employee does not work a full week. In this case, the District will prorate the employees' salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for one or more full days due to personal reasons, illness, or injury, but:
 - Paid leave has not been requested or has been denied.
 - Paid leave is exhausted.
 - The employee has specifically requested unpaid leave.

- The employee has requested Minnesota Paid Leave and chooses not to supplement the funds paid by MPL to supplement their income to their full regular income.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid leave.
- Coon Creek Watershed District may, for budgetary reasons, implement a voluntary or involuntary unpaid leave program and, under this program, make deductions from the weekly salary of an exempt employee. In this case, the employee will be treated as non-exempt for any work week in which budget-related deductions are made.
- Any other lawful reason as it relates to the use of Minnesota Paid Leave or any other leave.

Coon Creek Watershed District will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but may require the employee to pay back to the District any amounts received by the employee as jury fees or witness fees.

If the District inadvertently makes an improper deduction to the weekly salary of an exempt employee, the District will reimburse the employee and make appropriate changes to comply in the future. If an employee thinks that a wage deduction was made in error, please contact Human Resources promptly.

As exempt employees, it may be necessary for the employee to respond to correspondence while away from work.

PAID LEAVE:

- Vacation
- Bone Marrow /Organ Donation Leave
- Earned Sick and Safe Time
- Extended Medical Benefit
- Jury Duty
- Athletic Leave of Absence
- Military Leave

Section 7.07 Leave Policy for Exempt Employees

Exempt employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours, on average at least 40 hours per week.

The normal hours of business for exempt staff are Monday through Friday, 8:00 a.m. to 4:30 p.m., plus evening or weekend meetings or events as necessary.

Exempt employees are required to use ESST leave when away from the office for ESST eligible occasions. If employees work less than 80 (or their regularly scheduled hours) during any given pay period, vacation time is to be used. Exempt employees must communicate their absence to the District Administrator and Human Resources or their designee.

If one of the above employees is regularly absent from work under this policy and it is found there is excessive time away from work that is not justified, the situation will be handled as a performance issue.

NOTE: If it appears that less than forty hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the District. Additional notification and approval requirements may be adopted by the District Administrator for specific situations as determined necessary.

Article VIII. PERFORMANCE REVIEWS

Depending on the employee's position and classification, the District endeavors to review performance every 12 months. An objective performance review system will be established by the District Administrator or designee for the purpose of identifying areas where an employee excels and areas that need improvement. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Performance reviews will be discussed with the employee, and the employee's signature is required to indicate receipt of the provided written performance appraisal report. Signing of the performance review document by the employee acknowledges the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing. In addition to these formal performance evaluations the District encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

Article IX. BENEFITS

Benefits are privileges granted to qualified employees in the form of paid leave and/or insurance coverage or other benefits. Benefit earning employees are those who are eligible for District-provided benefits. Except for Earned Sick and Safe Time (ESST) and Minnesota Paid Leave such employees must be year-round employees who work at least 30 hours per week on a regular basis. Exceptions to the 30-hour requirement may be made by the District Administrator.

Full-time regular employees are employees who are required to work thirty (30) or more hours per week year-round in an ongoing position. In accordance with federal health care reform laws and regulations, the District shall offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month.

Part-time employees are required to work less than thirty (30) hours per week year-round in an ongoing position.

In order to comply with health care reform law while avoiding penalties, part-time employees will be scheduled with business needs and in a manner that ensures positions retain part-time status as intended.

These provisions are not to be construed as contractual terms and do not alter the nature of at-will employment between the District and employee.

Section 9.01 Health, Dental, Life Insurance

The District will contribute a monthly amount toward group health, dental, and life insurance benefits for each eligible employee and their dependents. In accordance with federal health care reform laws and regulations, while avoiding penalties, the District will offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. The amount to be contributed and the type of coverage will be determined annually by the District Administrator.

For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact Human Resources.

Section 9.02 Retirement/Public Employees Retirement Association (PERA)

PERA is a statewide pension program in which all District employees meeting program requirements must participate in accordance with Minnesota law. The District and the employee each contribute to the employee's retirement account.

The District participates in the Public Employees Retirement Association (PERA) to provide pension benefits for its eligible employees to help plan for a successful and secure retirement. Participation in PERA is mandatory for most employees, and contributions into PERA begin immediately.

The District and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare. For information about PERA eligibility and contribution requirements, contact Human Resources.

Section 9.03 Tuition Reimbursement

To be considered for tuition reimbursement, the employee must be in good standing and have been employed by the District at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the District Administrator, with final approval/disapproval provided by the District Administrator.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- Courses must be directly related to the employee's present position, potential advancement or related career path (whether required for a degree program or not) OR
- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).
- Be included in the annual program budget
- Be part of a written agreement of the employee's educational path, approved by the District Administrator

The District will pay the cost of tuition upon successful completion (B grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time employees. Employees must reimburse the District if they voluntarily leave employment within twelve months of receiving tuition reimbursement from the District.

Tuition reimbursement for an individual employee will not exceed \$5000 over the course of their employment with the District unless approved in writing by the District Administrator.

Article X. HOLIDAYS

The District observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Floating Holiday	

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday. The District operations and facilities will be closed on holidays.

Employees employed by the District on January 1 receive one floating holiday per year that must be used in one block of time. Unused floating holidays do not carry over and must be used in the year of issuance by the last pay period of the year.

Full-time employees will receive pay for official holidays at their normal straight time pay rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Employees working less than 40 hours per week and part-time employees will receive prorated holiday pay based on the number of hours normally scheduled. Any employee on a leave of absence without pay from the District is not eligible for holiday pay.

Employees wanting to observe holidays, traditions and observances other than those officially observed by the District, may request to trade out up to three holidays in the list above with 'personal holidays' to celebrate dates meaningful to the employee. Approval of these requests are dependent upon the employees' duties and the feasibility of the employee working on the official District holiday. The up to three personal holidays to celebrate holidays, traditions and observances other than those officially observed by the District must be used as close as possible to the official observance by the employee but must be used within one week of the official date. Personal holidays require advance notice. Ideally, at least a month in advance, but at least two weeks ahead of the observance. Employees will not be eligible for premium pay (1.5 times regular hourly wage) when working any District observed holidays the employee has requested to exchange for personal holidays off from work.

Article XI. LEAVES OF ABSENCE

Depending upon an employee's situation, more than one form of leave may apply during the same period of time. An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

Except as otherwise stated, all paid time off, taken under any of the District's leave programs, and Minnesota Paid Leave must be taken consecutively, with no intervening unpaid leave, unless the employee chooses to not supplement the MPL leave with vacation or ESST pay. The District will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

Section 11.01 Earned Sick and Safe Time (ESST) Leave

Coon Creek Watershed District regular full-time (30 - 40 + hours per week) employees will receive 80 hours of ESST available for immediate use each year on January 1. Regular full-time employees hired after February 1, however, will accrue ESST at a rate of 3 hours per pay period until December 31, and will then be frontloaded with 80 hours of ESST the following January 1 and each year thereafter. Part-time, seasonal, or temporary employees will accrue one hour of ESST for every 30 hours worked up to a maximum of 48 hours per year. For part-time, seasonal, or temporary qualified employees, unused time will carry over into the following year up to a maximum 80 hours. Unused ESST is not paid out upon leaving District employment.

Advance Notice for use of Earned Sick and Safe Time

With respect to ESST accrued or frontloaded on or after January 1, 2025, if an employee plans to use earned sick and safe time for an appointment, preventative care or another permissible reason they know of in advance, inform the Administrator and Human Resources by email as far in advance as possible, but at least seven days in advance. However, if the need is unforeseeable, employees must provide notice of the need for ESST as soon as they know they will be unable to work but no later than the start of the workday. Employees are to inform the Administrator and Human Resources by email. When an employee uses ESST for more than two consecutive scheduled workdays, the District may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation

cannot be obtained from a health care professional in a reasonable amount of time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The District will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the District will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

See Appendix A: Earned Sick and Safe Time (ESST) Employee Notice for additional details regarding ESST

Requesting ESST

Type of ESST Use	Notice Needed	Who needs to be approve request	How are they to be notified
Planned Appointments	Seven (7) day advance notice	Administrator and Human Resources (and Supervisor)	Via email
Unforeseeable Events	As soon as known, but no later than start of the workday	Administrator and Human Resources (and Supervisor)	Via email

Section 11.02 Extended Medical Benefit (EMB)

Extended Medical Benefit was an income-protection insurance that regular employees accrued prior to December 13, 2024. Effective December 14, 2024, EMB no longer accrues, however, employees with an EMB balance will have it carried over. Use of EMB will follow the guidelines set forth for ESST and, while being tracked separately, it will be considered an extension of their ESST. EMB is only used after ESST has been exhausted. EMB is not paid out upon separation from the District, but any unused EMB time will be carried over into subsequent years until exhausted.

Section 11.03 Vacation Leave

The District believes that vacation is important to the health and well-being of our employees and as such, provides paid vacation for eligible employees for rest and recuperation. Vacation leave is not intended to be used for absences related to personal illness or injury or any of the eligible uses outlined in the Earned Sick and Safe Time or Minnesota Paid Leave policy. However, should an employee use vacation leave for one of the eligible uses outlined in Article XI, Section 11.01, with respect to that particular absence only, the Earned Sick and Safe Time policy will apply.

Vacation Leave Schedule – Based on 40 hours

Years of Service	Annual Accrual
Hire to 5 th Anniversary	24 Days
5 th Anniversary to 10 th Anniversary	27 Days
10 th Anniversary to 15 th Anniversary	30 Days
15 th Anniversary +	33 Days

(a) Eligibility

Full-time employees will earn vacation leave in accordance with the above schedule.

Part-time employees who work at least 20 hours per week on a regular basis will accrue vacation leave on a prorated basis of the full-time employee schedule.

Part-time employees who work less than 20 hours per week on a regular basis, and are considered temporary or seasonal employees, will not earn or accrue vacation leave.

(b) Accrual Rate

For the purpose of determining an employee’s vacation accrual rate, years of service will include all continuous time that the employee has worked at the District (including authorized unpaid leave). Employees who are rehired after terminating District employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

(c) Earnings and Use

Vacation leave may be used as it is earned, subject to approval by the employee’s supervisor. Unless approved by the District Administrator, vacation leave will not be earned during an unpaid leave of absence.

Vacation leave will stop accruing as of the effective date of termination. Requests for vacation must be received at least forty-eight hours in advance of the requested time off. This notice may be waived at the discretion of Human Resources and the District Administrator.

Vacation can be requested in increments as small as one hour for all employees. Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee. Employees may accrue vacation leave up to a maximum of 360 hours. No vacation will be allowed to accrue in excess of this amount without the approval of the District Administrator. Vacation leave cannot be converted into cash payments except at termination.

Requesting Vacation

Vacation	Notice Needed	What information is needed	Who receives the requests	Method of communication	Outlook Notification	Payroll Software
Planned	Seven Days or as early as possible	Responsibilities coverage plan; Date(s) of proposed absence	Supervisor initial review and approval, Administrator and Human Resources	Email	Upon approval of the vacation request via email; update shared Outlook calendar	Put request in payroll software
Short Notice (these should be an exception)	As soon as known, but no later than start of the workday	Responsibilities coverage plan; Date(s) of proposed absence	Supervisor initial review and approval, Administrator and Human Resources	Email	Upon approval of the vacation request via email; send calendar invite to Admin, HR (and others if needed)	Put request in payroll software

(d) Vacation Separation Payout

Full-time employees in good standing will be paid accrued, unused vacation, earned through the last date of active employment, subject to applicable caps as noted below, (and applicable taxes withheld) following termination of employment. The rate of pay will be the employee’s base rate of pay at the employee’s termination date. In the event of the employee’s death, earned, unused vacation time will be paid to the employee’s surviving spouse directly or their estate (if there is no personal representative of the estate appointed) up to statutory limits.

Vacation Separation Maximum Payout

Hire to 5 th Anniversary	Up to 80 Hours
Fifth Anniversary to 10 th Anniversary	Up to 160 Hours
Tenth Anniversary to 15 th Anniversary	Up to 240 Hours
Fifteenth Anniversary and thereafter	Up to 360 Hours

Other Benefits

Benefit accruals, such as vacation and holiday pay benefits, will be suspended at the beginning of unpaid leave and will resume upon your return to active employment.

Section 11.04 Military Leave

State (MPL) and federal laws provide protection and benefits to District employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to leave of absence

Section 11.05 Military Leave for Family Members

Minnesota's Paid Leave program provides up to 12 weeks of paid family leave for military-related exigencies, covering needs like arranging childcare for deployed members, handling finances, attending ceremonies, or spending time during rest/recuperation, with a combined total of 20 weeks for medical and family leave in a benefit year. To qualify, the time off must be for a qualifying exigency related to a family member's active duty or impending deployment, with provider certification.

Section 11.06 Military Leave for Family Member Injured or Killed in Active Service

Employees will be granted up to ten working days of unpaid leave whose immediate family member (defined as a person's parent, child, grandparents, siblings or spouse) is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

Section 11.07 Civil Air Patrol

The District will grant employees unpaid leave of absence for time spent serving as a member of the Civil Air Patrol upon request and authority of the State or any of its political subdivisions, unless the absence unduly disrupt the operations of the District. Employees may choose to use vacation leave while on Civil Air Patrol Leave but are not required to do so.

Section 11.08 Jury Duty

Regular full-time and part-time employees will be granted paid leaves of absence for the required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the District in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacation or compensatory time to make up the difference.

Employees are required to notify Human Resources as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by Human Resources so the District will be able to determine the amount of compensation due for the period involved.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty but can take leave without pay subject to program head approval. However, if a temporary or seasonal employee is classified as exempt, they will receive compensation for the jury duty time.

Section 11.09 Court Appearances

Employees will be paid their regular wage to testify in court for District-related business. Any compensation received for court appearances (e.g., subpoena fees) arising out of or in connection with District employment, minus mileage reimbursement, must be turned over to the District.

Section 11.10 Victim or Witness Leave

An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony to attend criminal proceedings related to the victim's case. Additionally, a victim of a violent crime, as well as the victim's spouse or immediate family member (immediate family member includes parent, spouse, child or sibling of the employee) may have reasonable time off from work to attend criminal proceedings related to the victim's case. An employee must give 48 hours advance notice to the District of their need to be absent unless it is impracticable, or an emergency prevents them from doing so. The District may request verification that supports the employee's reason for being absent from the workplace. [See also: Safety Leave under the Sick Leave Policy for additional information on leave benefits available to employees and certain family members].

Section 11.11 Job Related Injury or Illness

All employees are required to report any job-related illnesses or injuries to their supervisor and Human Resources immediately (no matter how minor).

If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify their supervisor of the action taken. In case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and Human Resources and plan for a medical appointment.

Workers' compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

Section 11.12 Minnesota Paid Leave

The District offers Paid Leave (MPL) benefits in accordance with State laws and requirements. The District provides eligible employees with partial wage replacement and specified job protections for certain qualifying life events. See **Appendix B: Minnesota Paid Leave** for further information.

MPL only replaces part of an employee's wages. The District allows employees to use other certain benefits to "top off" or supplement payments from the program. Employees can choose to use these supplemental payments to make up the difference between Paid Leave and their regular wages while on leave.

The order of Leave benefit payments and coordination is as follows:

- 1) MPL as a primary benefit: MPL wage replacement through the State of Minnesota is considered the primary source of income during qualifying leave.
- 2) Employees may use their accrued Vacation and ESST hours (for eligible events) to supplement MPL benefits, but the total amount of paid benefits must not exceed the employee's usual salary.

Other Provisions:

Eligible part-time employees working a reduced schedule will receive a prorated amount of medical and family leave. The eligible part-time accrual of Vacation, ESST and holiday hours will also be prorated during MPL.

Medical and family leave hours may be taken consecutively or intermittently, as approved. The minimum increment of time allowed for MPL is one (1) hour.

Health insurance benefits during paid medical and family leave will be maintained by the District, and employees remain responsible for their portion of the benefit premiums.

Section 11.13 Administrative Leave

Under special circumstances, an employee may be placed on administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the District Administrator.

Section 11.14 Adoptive Parents

Adoptive parents will be given the same opportunities for leave as biological parents (see provisions for MN Paid Leave).

Section 11.15 School Conference Leave

Any employee may take unpaid leave for up to a total of sixteen hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and

make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the District. Employees may choose to use vacation leave hours for this absence but are not required to do so.

Section 11.16 Bone Marrow/Organ Donation Leave

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed by the District, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned.

The District may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

Section 11.17 Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee gives the District at least twenty days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The District may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment.

Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday.

The District reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will

be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

Employees may be absent from work without penalty or deduction from salary or wages for the time necessary to vote to include voting during the period allowed for voting in person before election day.

Section 11.18 Delegates to Party Conventions

An employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee. The employee may attend any convention of a major political party delegate, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention.

Per the statutory requirement, the employee must give at least ten days' written notice of their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use vacation leave during their absence.

Section 11.19 Regular Leave without Pay

The District Administrator may authorize leave without pay, beyond the allowed Minnesota Paid Leave or Long-Term Disability

A written request for a personal leave that is foreseeable should be presented to the Administrator and Human Resources at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical or emergency reasons and the employees are not eligible for or have exceeded the limitations of Minnesota Paid Leave, medical certification or other supporting documentation must be submitted.

The request will be considered on the basis of applicable law, staffing requirements and the reasons for the requested leave, as well as performance and attendance records. If approved, leave will typically be granted for a total combined (paid and unpaid) leave period of up to twelve (12) weeks. However, a personal leave may be extended if, prior to the end of leave, the employee submits written request for an extension to the Administrator and the request is granted. Employees on unpaid personal leave will not accrue or receive Vacation or be credited with years of service during their leave, nor will they receive paid holidays or contributions to their PERA. During unpaid leave, the

3/23/2026

District will not contribute to employee insurance benefit premiums unless the leave is for the employee's medical reasons. With the District Administrator's approval, health, dental and life insurance may be continued beyond the 20 weeks of MPL for up to thirty (30) days.

Upon completion of the personal leave of absence, the District will attempt to return employees to their original job or a similar position, subject to prevailing organizational considerations, and consistent with State and Federal Laws.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the District will be considered a voluntary resignation of employment.

Personal leaves run concurrently with any of the District-provided Long-Term Disability Leaves of Absence.

Employees taking unpaid leave may retain a balance of forty hours of Vacation or ESST. Any exceptions to this policy must be approved by the District Administrator. Premium costs shall be pro-rated hourly for any unpaid leave that is less than a full calendar month.

An employee on unpaid leave due to a qualifying event will begin eligibility for Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage if they are on unpaid leave longer than two calendar weeks. COBRA is a federal law that allows employees and their families to keep their employer-provided health insurance for a limited time after a qualifying event. In the month an employee transitions from paid to unpaid status, the employee will be responsible for paying the pro-rated portion of their monthly insurance premiums for the time they are on unpaid leave. The District will pro-rate the District contribution toward benefits that month as well. The District will not contribute to insurance costs beginning the first of the month after an unpaid leave begins. The employee may continue to be covered by group medical, dental and life insurance, under applicable state and federal laws as allowed by the terms of each plan but will be responsible for paying 100% of the premium costs.

Employees on an unpaid leave of absence as a form of a reasonable accommodation for a disability pursuant to the Americans with Disabilities Act (ADA) or Minnesota Human Rights Act (MHRA), like the Minnesota Paid Leave, will be entitled to return to the original position.

Section 11.20

Pregnancy and Parenting Leave

All employees are entitled to take paid leave of absence under Minnesota Paid Leave. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with the birth or adoption of a child, are eligible for up to 12 weeks of paid leave.

Section 11.21 Reasonable Work Time for Nursing Mothers and Lactating Employees

Nursing mothers and lactating employees will be provided with reasonable paid break times (which may run concurrently with already provided break times) to express milk.

The District provides a clean, private and secure room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

Section 11.22 Light Duty/Modified Duty Assignment

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the District Administrator or assignee on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the District Administrator. The District Administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of their job due to a temporary disability, they will notify the supervisor in writing as to the nature and extent of the disability and the reason why they are unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability.

The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the District's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the District Administrator and Human Resources. The District may require a medical exam conducted by a physician selected by the District to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the District Administrator whether to assign light duty work to the employee. Although this policy is handled on a case-by-case basis.

If the District offers a light duty assignment to an employee who is out on workers' compensation leave, the employee may be subject to penalties if they refuse such work.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

Section 11.23 Reasonable Accommodations to an Employee for Health Conditions Relating to Pregnancy

The District will attempt to provide a female employee who requests reasonable accommodation with the following accommodations for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula:

- More frequent or longer restroom, food, and water breaks.
- Seating; and/or
- Limits on lifting over 20 pounds.

Additionally, the District will provide reasonable accommodations, including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept pregnancy accommodation.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting reasonable accommodations pregnancy rights or remedies.

Section 11.24 Athletic Leave of Absence

An employee who qualifies as a member of the United State team for athletic competition on the world championship, Pan American, or Olympic team in a sport sanctioned by the International Olympic Committee, shall be granted a leave of absence without loss of pay or other benefits for the purpose of preparing for and engaging in the competition.

In no event shall the paid leave exceed the period of official training camp and competition combined, or 90 calendar days a year, whichever is less. The employee shall provide documentation establishing their participation on said team and in said event.

Article XII. RESPECTFUL WORKPLACE POLICY

The Coon Creek Watershed District is committed to fostering, cultivating, and preserving a culture of diversity, equity and inclusion. Our policy is to be welcoming, safe, and equitable to all employees and members of the community. The goal of our policy is for the work environment to be free of harassment, discrimination, and retaliation.

The intent of this policy is to provide general guidelines about conduct that is, and is not, appropriate in the workplace and other District-sponsored social events.

The District acknowledges this policy cannot possibly predict all situations that might arise and also recognizes that some employees can be exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Section 12.01 Applicability

Maintaining a respectful public service work environment is a shared responsibility. This policy is intended to express to all employees, volunteers, members of boards and commissions, applicants, contractors/vendors and members of the public the expectations by Coon Creek Watershed District for respectful workplace conduct both in the workplace and other District-sponsored social events.

Section 12.02 Abusive Customer Behavior

While the District has a strong commitment to customer service, the District does not expect employees to accept verbal and other abuse from any customer.

An employee may request that a supervisor intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the individual should use their discretion to call 911, and as soon as feasible, a supervisor. Employees should leave the area immediately when violence is imminent. Employees must notify their supervisor about the incident as soon as possible.

Section 12.03 Types of Disrespectful Behavior

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

(a) Violent behavior:

includes the use of physical force, harassment, bullying or intimidation.

(b) Discriminatory behavior:

includes inappropriate remarks about or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.

(c) Offensive behavior:

may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior.

Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, considering the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the District, there may be differences between work groups about what is appropriate in other circumstances unique to a work group.

If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from Human Resources or the District Administrator.

(d) Sexual harassment:

can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

(e) Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Section 12.04 Employee Response to Disrespectful Workplace Behavior

All employees should feel comfortable calling their supervisor or another manager to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police, ask the individual to leave the area, and/or take other reasonable action.

If employees see or overhear what they believe is a violation of this policy, employees should advise a supervisor, the District Administrator, or Human Resources promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use his/her discretion to call 911, and as soon as feasible, a supervisor. In the event the disrespectful behavior occurring involves the employee's supervisor, the employee should contact human resources, the supervisor's manager or the District Administrator.

Step 1(a). If you feel comfortable doing so, professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions.

Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor, human resources, your supervisor's supervisor, or the District Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations, such as with an offender from the public, it is preferable to avoid one on one interactions. Talk to your supervisor about available options to ensure there are others available to help with transactions with the offender.

Step 1(c). The District urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. It is vitally important you notify a supervisor, Human Resources or the District Administrator promptly of your concerns promptly. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to a supervisor, Human Resources or the District Administrator.

Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the District Administrator or the District's attorney.

Section 12.05 Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations promptly to Human Resources and/or the District Administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1(a). If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally.

The supervisor may conduct a coaching session with the offender, explaining the impact of their actions and requiring the conduct not reoccur. This approach is particularly

appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 1(b). Supervisors, when talking with the reporting employee will be encouraged to ask them what they want to see happen next. When an employee comes forward with a disrespectful workplace complaint, it is important to note the District cannot promise complete confidentiality, due to the need to investigate the issue properly.

However, any investigation process will be handled as confidentially as practical and related information will only be shared on a need-to-know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Formal investigations will be prompt, impartial, and thorough.

The person being interviewed may have someone of their own choosing present during the interview. Typically, the investigator will obtain the following description of the incident, including date, time and place:

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

Step 3. The supervisor must notify Human Resource and/or the District Administrator about the allegations (assuming the allegations do not involve the District Administrator). For more information about what to do when allegations involve the District Administrator or a board member, see "Special Reporting Requirements".

Step 4. In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to answer questions and respond to the allegations. The District will follow any other applicable policies or laws in the investigatory process.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

Step 7. The District will take reasonable and timely action, depending on the circumstances of the situation.

The District is not voluntarily engaging in a dispute resolution by adopting and enforcing this workplace policy.

The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

Section 12.06 Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to Human Resources or the District Administrator who will determine how to proceed in addressing the complaint as well as appropriate discipline.

If the District Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to Human Resources who will confer with the District's attorney regarding appropriate investigation and action.

If a board member is perceived to be the cause of a disrespectful workplace behavior incident involving District personnel, the report will be made to the District Administrator and referred to the District's attorney. In cases such as these, it is common to authorize an investigation by an independent investigator (consultant). The independent investigator will report their findings to the District's attorney. The District will take reasonable and timely action, depending on the circumstances of the situation, by reporting to the appointing authority, Anoka County Commissioners.

Pending completion of the investigation, the District Administrator may at their discretion take appropriate action to protect the alleged victim, other employees, or citizens.

If an appointed District official (e.g., board member or commission member) is the victim of disrespectful workplace behavior, the District's attorney will be consulted as to the appropriate course of action.

Section 12.07 Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the employees' personnel files involved. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Section 12.08 Retaliation

Retaliation is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Individuals who report harassing conduct, participate in investigations, or take any other actions protected under federal or state employment discrimination laws will not be subject to retaliation.

Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of Equal Employment Opportunity (EEO) laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false reports to government authorities because an employee has engaged or may engage in protected activities.

Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

1. Immediate supervisor
2. Human Resources
3. District Administrator

4. In the event an employee feels retaliation has occurred by the District Administrator or the Board of Managers, then reporting may be made to the District's attorney.

Supervisors who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to Human Resources and/or the District Administrator, or if the complaint is against the District Administrator to Human Resources or the District's attorney, who will decide how to proceed in addressing the complaint.

Consistent with the terms of applicable statutes and District personnel policies, the District may discipline any individual who retaliates against any person who reports alleged violations of this policy. The District may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations.

Article XIII. POSSESSION AND USE OF DANGEROUS WEAPONS

Possession or use of a dangerous weapon, defined to include all legal or illegal firearms, switchblade knives, or any other object modified to serve as a weapon or has the primary purpose of serving as a weapon, is prohibited on District property, in District vehicles, or in any personal vehicle which is being used for District business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on District property.
- Police officers, Conservation officers, and employees who are in possession of a weapon or firearm in the scope of their official duties.

Article XIV. SEPARATION FROM SERVICE

Section 14.01 Voluntary Termination

The District recognizes that you as an employee may choose to terminate your employment with the District. Employees wishing to leave the District service in good standing, one who has met and potentially exceeded their job requirements and has followed District rules and ethical guidelines without disciplinary action, must provide a written resignation notice to Human Resources, at least ten working days before leaving. The written resignation must state the effective date of the employee's resignation.

Unauthorized absences from work for a period of three consecutive workdays may be considered as resignation without proper notice. Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the District.

Section 14.02 Involuntary Termination

In some cases, it may be necessary for the District to involuntarily terminate the employment relationship with an employee. In accordance with the "at-will" status of District employees the District retains the right to discharge any employee at any time.

Section 14.03 Severance Pay

Employees who leave the employment of the District in good standing by retirement or resignation will receive pay for unused accrued vacation (annual leave). Those who do not leave their employment with the District in good standing may not receive full or any of their unused accrued vacation. Those that leave in good standing will receive accrued vacation according to the following schedule:

Hire to 5 th Anniversary	Up to 80 Hours
5 th Anniversary to 10 th Anniversary	Up to 160 Hours
10 th Anniversary to 15 th Anniversary	Up to 240 Hours
15 th Anniversary and thereafter	Up to 360 Hours

Article XV. DISCIPLINE

Section 15.01 General Policy

The District recognizes its responsibility to treat all employees fairly and to provide adequate compensation and benefits for the work provided; employees are expected to recognize their responsibility to maintain acceptable performance on the job. Disciplinary action is any one of a number of options the District may use to correct an employee's unacceptable behavior or actions. The course of action will be determined by the District at its sole discretion as it deems appropriate.

Section 15.02 No Contract Language Established

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline. All employees of the District are employed at will and nothing in this Manual changes that status. The Manual's discipline procedures do not alter the nature of the at-will employment relationship or provide for any sort of for-cause termination protection.

Section 15.03 Process

The District may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee.

There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any District employee has a contractual right or guarantee (also known as a property right) to the job they perform.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee. The following are descriptions of the types of disciplinary actions:

(a) Oral Reprimand

This measure may be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

(b) Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected, or the behavior has not consistently improved in a reasonable period.

Serious infractions may require skipping either the oral or written reprimand, or both. Written reprimands are issued by the supervisor or Human Resources with prior approval from the District Administrator.

A written reprimand will: (1) state what happened; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. An employee's signature does not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

(c) Suspension With or Without Pay

The District Administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the District Administrator, except in the case of veterans. Qualified veterans, who have completed their initial training/introductory period, will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file, and the employee will receive any compensation and benefits due had the suspension not taken place.

(d) Demotion and/or Transfer

A demotion is the movement of an employee from one job class to another within the District, where the maximum salary for the new position is lower than that of the employee's former position.

An employee may be demoted or transferred if attempts at resolving an issue have failed and the District Administrator determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred.

(e) Salary

An employee's salary increase may be withheld, or the salary may be decreased due to performance deficiencies.

(f) Dismissal

In some cases, it may be necessary for the District to terminate the employment relationship with an employee. All employment with the District is "at-will," and the District retains the right to terminate an employee at any time for any reason, or no reason, within the provision of the law.

If the disciplinary action involves the removal of a qualified veteran, who has completed their initial training/introductory period, the appropriate hearing notice will be provided, and all rights will be afforded the veteran in accordance with Minnesota law.

Article XVI. GRIEVANCE PROCEDURE

Any dispute between an employee and the District relative to the application, meaning or interpretation of these personnel policies, will be settled in the following manner:

Step 1: The employee must present the grievance in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated, and the remedy requested, to the appropriate supervisor within twenty-one days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within ten business days. The supervisor should consult with Human Resources prior to making the response.

Step 2: If the grievance has not been settled in accordance with Step 1, it must be presented in writing, stating the nature of the grievance, the date at which the incident allegedly occurred, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the District Administrator within seven calendar days after the supervisor's response is due. The District Administrator or their designee will respond to the employee in writing within seven calendar days.

The decision of the District Administrator is final for all disputes with exception of those specific components in a performance evaluation subject to a challenge through the Minnesota Department of Administration. If the grievance is with the District Administrator, the Board of Managers decision would be final.

Section 16.01 Waiver

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the District and the employee without prejudice to either party.

The following actions are not grievable:

- While certain components of a performance evaluation, such as disputed facts reported to be incomplete or inaccurate are challengeable, other performance evaluation data, including subjective assessments, are not.
- Pay increases or lack thereof; and
- Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

Article XVII. EMPLOYEE EDUCATION & TRAINING

The District promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility.

Section 17.01 Policy

The District will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures.

Section 17.02 Job-Related Training & Conferences

The subject matter of the training session or conference is directly job-related and relevant to the performance of the employees' work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives developed for the employee will be considered in determining if the request is job-related.

Courses taken by an employee to maintain licensing or other professional accreditation may not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the District.

The supervisor and the District Administrator are responsible for determining job-relatedness and approving or disapproving training and conference attendance and should be considered and planned for when preparing the program budget.

Section 17.03 Job-Related Meetings

Attendance at professional meetings that have been included in the annual budget and directly related to the performance of the employees' work responsibilities do not require the approval of the District Administrator. Advance supervisor's approval is required to ensure adequate department coverage.

Section 17.04 Request for Participation in Training & Conferences

The request for participation in a training session or conference must be submitted in writing to the employees' supervisor. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement on how the education or training is related to the performance of the employees' work responsibilities with the District. For the most part, training should be included in the budget.

Requests outside of what has been included in the budget must be approved by the employee's supervisor, the finance department and the District Administrator. Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file.

Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to accounting for prompt payment.

Section 17.05 Out of State Travel

Attendance at training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the finance department and District Administrator.

Section 17.06 Not to Exceed Figure

Payment of training and/or conference expenses must not exceed the program training budget per fiscal year (January 1 to December 31) excluding travel and subsistence costs. Exceptions must receive approval by the finance department and District Administrator.

Section 17.07 Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

Section 17.08 Memberships and Dues

The purpose of membership to various professional organizations must be directly related to the betterment of the services of the District. Normally, one District membership per agency, as determined by the District Administrator is allowed, providing funds are available.

Upon separation of employment, individual memberships remain with the District and are transferred to another employee by the supervisor.

Section 17.09 Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a District employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. In no case will District funds be used to pay for, or reimburse, events sponsored by or affiliated with political parties.

The District will not reimburse employees for meals connected with training or meetings within District limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting. The District will also not reimburse employees for the costs for travel of family members.

Employees who find it necessary to use their private automobiles for District travel will be reimbursed at the prevailing mileage rate as established by the Board of Managers, not to exceed the allowable IRS rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages. Reasonable meal expenses will be allowed.

Article XVIII. OUTSIDE EMPLOYMENT

The potential for conflicts of interest is lessened when individuals employed by Coon Creek Watershed District regard the District as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with the District Administrator.

Any District employee accepting employment in an outside position determined by the District Administrator to conflict with the employee's District job will be required to resign from the outside employment or may be subject to discipline up to and including termination.

For the purpose of this policy, outside employment refers to any non-District employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission compatible with District employment. The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the District's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of their position.
- The employee must not use District equipment, resources or staff in the course of outside employment.
- The employee must not violate any District personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which they are also being compensated by the District. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- Departments may establish more specific policies as appropriate, subject to the approval of the District Administrator.

District employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the District.

Article XIX. DRUG FREE WORKPLACE

In accordance with federal law, Coon Creek Watershed District has adopted the following policy on drugs in the workplace:

- A. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the District's intent and obligation to provide a drug-free, safe and secure work environment.
- B. The unlawful manufacture, distribution, possession, or use of drugs on District property or while conducting District business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
- C. The District recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
- D. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting District business. A report of the conviction must be made within five days after the conviction as required by the Drug-Free Workplace Act of 1988.

Article XX. ALCOHOL USE

Employees are prohibited from being impaired by alcohol while at work, on District premises or engaged in District business. The inability or impending inability to provide safe, professional activities and duties due to a behavioral, mental, or physical disorder related to alcohol or drugs is prohibited.

Article XXI. DISTRICT DRIVING POLICY

This policy applies to all employees who drive a vehicle on District business at least once per month, whether driving a District-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The District expects all employees who are required to drive as part of their job to drive safely and legally while on District business and to maintain a good driving record.

The District will examine driving records once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first workday after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter. The District will determine appropriate action on a case-by-case basis.

Article XXII. CELLULAR PHONE USE

This policy is intended to define acceptable and unacceptable uses of District issued cellular telephones. Its application is to ensure cellular phone usage is consistent with the best interests of the District without unnecessary restriction of employees in the conduct of their duties.

This policy will be implemented to prevent the improper use or abuse of cellular phones and to ensure District employees exercise the highest standards of propriety in their use.

Section 22.01 General Policy

Cellular telephones are intended for the use of District employees in the conduct of their work for the District.

Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit supervisor discretion to allow reasonable and prudent personal use of such telephones or equipment provided:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained, or outside employment is served.
- All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times. Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances and in accordance with Minnesota law, employees are required to use hands-free operations or pull off into a parking lot and safely stop the vehicle before placing or accepting a call. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road while driving at all times.

Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area. Hands-free equipment will be provided with District-issued phones to facilitate the provisions of this policy upon request.

- Reading/sending text messages, making or receiving phone calls, emailing, video calling, scrolling/typing, accessing a webpage, or using non-navigation applications while driving is strictly prohibited.

- In accordance with State law, there is an exception to hands free cell phone operations to obtain emergency assistance to report a traffic accident, medical emergency or serious traffic hazard or prevent a crime from being committed. There is also a state law exception for authorized emergency vehicles while in the performance of official duties.
- Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. See above "District Driving Policy" for more information on reporting driver's license restrictions".

Cell phone records about District business are subject to the Minnesota Government Data Practices Act. What this means is that if a request is received, the District would be under the obligation to determine what information is public data and what information is private data and would need access to the employee's phone records and possibly the phone itself in order to provide the data being requested. Therefore, the best practice is to limit usage of personal cell phones for District business to that which is truly necessary or be prepared to produce your cell phone and the associated records if needed.

Supervisors may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Use of public resources by District employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the consent of the supervisor.

Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible.

In cases where the District does not regard accounting for personal calls to be unreasonable or administratively impractical due to the minimal cost involved, personal calls made by employees on a District-provided cellular phone must be paid for by the employee through reimbursement to the District based on actual cost listed on the District's phone bill.

Section 22.02 Procedures

It is the objective of Coon Creek Watershed District to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action.

Section 22.03 Responsibility

The District Administrator, or designee, will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

Article XXIII. SAFETY

The health and safety of each employee of the District and the prevention of occupational injuries and illnesses are of primary importance to the District.

To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

Section 23.01 Reporting Accidents and Illnesses

Both Minnesota workers' compensation laws and the state and federal Occupational Safety and Health Acts require all job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to their supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms necessary related to an injury or illness on the job.

Section 23.02 Safety Equipment/Gear

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

Section 23.03 Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the District's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

Section 23.04 Access to Gender-Segregated Activities and Areas

With respect to all restrooms, locker rooms or changing facilities, employees will have access to facilities corresponding to their affirmed gender identity, regardless of their sex at birth.

Under no circumstances may employees be required to use sex-segregated facilities inconsistent with their gender identity.

Appendix A:

Earned Sick and Safe Time (ESST) Employee Notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave.

Regular full-time (30 - 40 + hours per week) employees will receive 80 hours of ESST available for immediate use each year on January 1. Regular full-time employees hired after February 1, however, will accrue ESST at a rate of 3 hours per pay period until December 31, and will then be frontloaded 80 hours of ESST the following January 1 and each year thereafter. Part-time, seasonal, or temporary employees will accrue one hour of ESST for every 30 hours worked up to a maximum of 48 hours per year. A year for purposes of the employee's earned sick and safe time is the calendar year. Unused time will not carry over into the following year, except for seasonal or temporary employees. The maximum ESST for seasonal or temporary employees is 80 hours. Unused ESST is not paid out upon leaving District employment.

Earned Sick and Safe Time Use

The leave may be used for:

1. An employee's own:
 - Mental or physical illness, injury or other health condition
 - Need for medical diagnosis, care or treatment, of a mental or physical illness, injury or health condition
 - Need for preventive medical or health care, or
 - Need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member

2. Care of a family member:
 - With mental or physical illness, injury or other health condition
 - Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition, or
 - Who needs preventative medical or health care

3. Absence due to domestic abuse, sexual assault or stalking of the employee or employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization

- Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
4. Closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.
 5. The employee's inability to work or work remotely because the employee is prohibited from working by the District due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the District has requested a test or diagnosis.
 6. When it has been determined by health authorities or a health care professional that the presence of the employee or family member in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For Earned Sick and Safe Time purposes, family member includes an employee's:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;

8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

Advance Notice for use of Earned Sick and Safe Time

With respect to ESST accrued or frontloaded on or after January 1, 2025, if an employee plans to use earned sick and safe time for an appointment, preventative care or another permissible reason they know of in advance, inform the Administrator and Human Resources by email as far in advance as possible, but at least seven days in advance. However, if the need is unforeseeable, employees must provide notice of the need for ESST as soon as they know they will be unable to work but no later than the start of the workday. Employees are to inform the Administrator and Human Resources by email. When an employee uses ESST for more than two consecutive scheduled workdays, the District may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable amount of time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The District will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the District will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

Benefits and return to work protections

During an employee's use of Earned Sick and Safe Time absence, an employee will continue to receive the District's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using Earned Sick and Safe Time is entitled to return to their District employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the

employee's time off. Seniority during Earned Sick and Safe Time absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the District and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Time that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Time at the commencement of reemployment.

At the end of each pay period, Coon Creek Watershed District will provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use. Earned sick and safe time must be paid at the same base rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us or visit the department's earned sick and safe time webpage at sickleave.mn.gov.

This document contains important information about your employment. Check the box at the left to receive this information in this language or write at the bottom of the document the language you are requesting.

Appendix B:

Minnesota Paid Leave

The District offers Minnesota Paid Leave (MPL) benefits in accordance with State laws and requirements. The District provides eligible employees with partial wage replacement and specified job protections for certain qualifying life events.

Eligibility:

You may be eligible for Paid Leave if:

- You work at least 50% of your time from a location in Minnesota (including remote work from Minnesota).
- You have earned at least 5.3% of the state's average annual wage in the past 12 months including wage credits in the last four completed calendar quarters.
- You experienced a qualifying event lasting at least seven days (with the exception of certain bonding-related qualifying events.)

Certain employees, such as those receiving workers' compensation, unemployment, or Social Security Disability payments, may not be eligible.

Coverage:

Eligible employees may take up to 12 weeks of medical leave, up to 12 weeks of family leave, and no more than 20 weeks of combined MPL medical and family leave per year for the following reasons:

Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

Family Leave:

- Bonding Leave – to care for and bond with a child welcomed through birth, adoption, or foster placement
- Caring Leave – to care for a family member with a serious health condition
- Military Family Leave – to support a family member called to active duty
- Safety Leave – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Covered family members include the eligible employee's spouse/domestic partner, children, parents or legal guardians, siblings, grandparents, grandparent in-laws, grandchildren, children-in-law, and certain others with a close personal relationship.

Insurance and Benefits:

All eligible employees are enrolled in the District's MPL insurance plan. The cost of the insurance premium is shared between the District and employee. The employee pays 0.44% of their salary and the District pays .44% (unless we qualify as a small employer, then we pay .22%). Employers send the insurance premiums to the state.

While on MPL leave, insurance will cover between 55% and 90% of the employee's regular wages, up to a maximum weekly benefit set by the state. The percentage of wage replacement for each employee is determined by the State. Generally, lower wage workers will have more of their wage covered while on paid leave.

Leave Benefit Payments and Coordination

Benefit payments and coordination is as follows:

- 1) MPL as a primary benefit: MPL wage replacement through the State of Minnesota is considered the primary source of income during qualifying leave.
- 2) Employees may use their accrued Vacation and ESST hours (for eligible events) to supplement MPL benefits, but the total amount of paid benefits must not exceed the employee's usual salary.

Other Provisions:

Eligible part-time employees working a reduced schedule will receive a prorated amount of medical and family leave. The eligible part-time accrual of Vacation, ESST and holiday hours will also be prorated during MPL.

Medical and family leave hours may be taken consecutively or intermittently, as approved. The minimum increment of time allowed for MPL is one (1) hour.

Health insurance benefits during paid medical and family leave will be maintained by the District, and employees remain responsible for their portion of the benefit premiums.

Protections:

- Job protections: Generally, you will be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- Health insurance continuation: The District will continue to fund their portion of healthcare insurance and other group insurance premiums while you are on leave. You will be responsible for any portion of health insurance and other group insurance premiums that you pay.
- No retaliation or interference: The District will not interfere with or retaliate against you if you apply for or use Paid Leave. The District cannot take your Paid Leave payments.

How to Apply:

1. Notify Human Resources in writing at least two weeks before leave is taken or as soon as possible and practical to discuss your request and receive the necessary information to apply for benefits online.
2. Apply with Paid Leave. You will be able to apply for Paid Leave at **paidleave.mn.gov**. You can also apply over the phone if needed. (651-556-7777 or 844-556-0444) Email: paidleave@state.mn.us
Mail: Department of Employment and Economic Development, Paid Leave Division
180 E 5th Street 12th Floor, St Paul, MN

After you apply, you will receive a determination from Paid Leave, which is the official decision from the program about whether your application was approved or denied. If you are approved for Paid Leave payments, they will be sent to the bank account or prepaid debit card selected in your application.

Learn more

Visit paidleave.mn.gov to apply or for more information about Paid Leave, including calculators to help you estimate your premium cost and the payments you could receive under Paid Leave.

Acknowledgment and Receipt

I have received my copy of the Personnel Guidance Manual.

The employee manual describes important information about Coon Creek Watershed District (District), and I understand that I should consult the District Administrator or Administrative Services Coordinator regarding any questions not answered in the manual. I have entered into my employment relationship with Coon Creek Watershed District voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or Coon Creek Watershed District can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the District Administrator of Coon Creek Watershed District or the Board of Managers or designated representative of the District, no coordinator, supervisor, or representative of Coon Creek Watershed District has any authority to enter into any agreement for employment other than at-will; only the District Administrator or Board of Managers has the authority to make any such agreement and then only in writing signed by the District Administrator or President of Board of Managers.

This manual and the guidance contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Coon Creek Watershed District. By distributing this guidance manual, the District expressly revokes any and all previous guidance, policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all guidance, policies and practices may be changed at any time by Coon Creek Watershed District, and the District reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Managers has the ability to adopt any revisions to the policies in this guidance manual.

I understand and agree that nothing in the Personnel Guidance Manual creates, or is intended to create, a promise or representation of continued employment and that employment at Coon Creek Watershed District is employment at-will, which may be terminated at the will of either Coon Creek Watershed District or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may

be terminated with or without cause and with or without notice at any time by Coon Creek Watershed District or myself.

I have received the manual, and I understand that it is my responsibility to read and comply with the guidance contained in this manual and any revisions made to it.

Employee's
Signature

Employee's
Name
(Print)

Date

COON CREEK WATERSHED DISTRICT
Request for Board Action

MEETING DATE: March 23, 2026
AGENDA NUMBER: 8
ITEM: Grant Agreement with MPCA for SWC Resilience Award

AGENDA: Policy

ACTION REQUESTED

Authorize execution of a grant agreement with MPCA for the FY26 Planning for Stormwater, Wastewater, and Community Resilience grant

PURPOSE & SCOPE OF THE ITEM

To authorize execution of a grant agreement with the MN Pollution Control Agency for a \$147,520 state grant under the Planning Grants for Stormwater, Wastewater, and Community Resilience (SWC Resilience) program. Staff have not yet received a copy of the grant agreement, but anticipate a standard MPCA grant contract will be disbursed electronically soon. The proposed grant workplan is attached for reference (see 8-1) along with a sample grant agreement (8-2).

BACKGROUND

In December 2024, CCWD responded to an open Request for Proposals for the FY26 Planning for SWC Resilience program. Staff worked with Stantec to develop a proposal to identify and plan for stormwater infrastructure improvements needed to mitigate current and future flooding impacts within the Knoll Creek (Ditch 39) Subwatershed. This project was identified as a priority in the comprehensive subwatershed assessment recently completed for Ditch 39 where 135 habitable structures, two storm shelters, and two evacuation routes were identified as being at possible risk of flooding in the 100-year, 24-hour precipitation event. The proposed project includes development of a calibrated 2D hydrology and hydraulics model for the entire subwatershed for a refined understanding of flood risk and impacts and completion of a stormwater resilience plan that outlines recommended regional mitigation strategies. The District received notice on March 9, 2026 that our proposal was selected for full funding.

COORDINATION

The Ditch 39 subwatershed plan that identified the need for this analysis was a joint effort between CCWD, Anoka County Highway Department, Blaine, and Coon Rapids. The majority of the flooding issues in Ditch 39 are within City of Blaine who will be undertaking complementary work on communicating flood risk to affected residents and offering flood proofing incentives.

ISSUES/CONCERNS

Funding: The grant agreement requires a minimum of 10% local match or \$14,752 which is already included in the 2026 budget for Ditch 39 Subwatershed Plan Implementation.

Grant Agreement: An agreement has not yet been received by MPCA as it will be disbursed electronically for execution, but sample agreement language was included in the bid packet (attached)

IMPLICATIONS

Authorizing execution of this grant agreement will require the District to provide a minimum of \$14,752 in local match funds; these funds are already included in the approved 2026 budget.

PRIOR DECISIONS

1. September 8, 2026: Approval of the 2026 budget including Ditch 39 Subwatershed Plan Implementation

OPTIONS

1. Authorize execution of a grant agreement with MPCA for the FY26 Planning for Stormwater, Wastewater, and Community Resilience grant
2. Table action until next meeting with statement of reason and need

RECOMMENDATION

Authorize execution of a grant agreement with MPCA for the FY26 Planning for Stormwater, Wastewater, and Community Resilience grant

ACTION/IMPLEMENTATION STEPS

Board President to execute grant agreement once received from MPCA and reviewed by Attorney.

Project title:

Knoll Creek Subwatershed Stormwater Resilience Planning

Statement of project purpose(s)

The purpose of this project is to identify and plan for stormwater infrastructure improvements needed to mitigate current and future flooding impacts in vulnerable communities within the Knoll Creek Subwatershed, given projected increases in precipitation intensity and magnitude.

A preliminary vulnerability assessment conducted using the existing 1D XPSWMM regional flood model covering this area identified 135 habitable structures, two storm shelters, two roadways/emergency routes, and two sanitary lift stations that were potentially impacted during the Atlas 14 24-hour, 100-year event. The entire 2.1 square mile subwatershed is within or near (within 1 mile of) mapped environmental justice areas with over 40% people of color and/or in which 35% of households have income at or below 200% of the federal poverty level.

Goal statement, project deliverable(s), tasks, and subtasks

Goal statement:

The goal of the proposed work is to develop a better understanding of current and future flood risk and to collaboratively identify, evaluate, and plan regional flood mitigation strategies that reduce impacts to vulnerable communities in the Knoll Creek (Ditch 39) Subwatershed.

Specifically, a robust two-dimensional hydrologic and hydraulic model (2D H&H) will be developed and used to 1) create map-based visualization products that illustrate flood extent, depth, duration, and infrastructure impacts across a range of precipitation events, and 2) evaluate a suite of potential regional flood mitigation projects and alternatives including runoff volume reduction strategies, increased storage, and modifications to stormwater conveyance capacity or timing. The modeling results will inform recommended flood mitigation projects for which conceptual designs and cost estimates will be developed for inclusion in CCWD's capital improvement plan. CCWD intends to hire Stantec to complete this work under its current master engineering services agreement.

Project deliverables:

- Development of a calibrated 2D H&H model (InfoWorks ICM 2D or similar) that integrates lidar-based surface storage and flow paths with the subsurface storm sewer networks
- Creation of map-based flood visualization products (figures, videos) for the NOAA Atlas 14 (or Atlas 15 if available) 24-hr 2-, 10-, 100-, and 500-year events to better communicate flood risk to impacted communities
- Completion of a stormwater resilience plan for the Knoll Creek Subwatershed that summarizes existing and projected flooding issues and outlines recommended regional mitigation strategies to reduce flood risk and impacts
 - Comparison of existing and proposed flooding (extent, depth, duration, infrastructure impacts) under several modeled rainfall events and flood mitigation scenarios and alternatives
 - Conceptual designs, cost estimates, and a proposed implementation schedule for recommended flood mitigation projects

This work complements ongoing efforts by the City of Blaine's interdepartmental Manufactured Communities Task Force to engage local stakeholders in this area regarding flood risk, emergency response procedures, and initiation of a floodproofing cost share program. The deliverables listed above will be used as part of these planned engagement efforts funded via a recently awarded 2025 Metropolitan Council Livable Communities Act grant.

Task 1 of 4: Model Development

Development and calibration of a 2D H&H model with integrated surface and subsurface storm sewer networks for the Knoll Creek Subwatershed using InfoWorks ICM 2D or similar.

Subtask 1a: Data Collection and Compilation

Brief description of activities involved: Collection and compilation of the information needed to complete the hydrologic

and hydraulic model. Construction plans, as-built drawings, asset inventories, survey data, nearby rain gage records, and documentation of past floods will be reviewed and cataloged for use in the model. Stantec will identify additional data needs for CCWD staff to collect or will recommend engineering assumptions if additional data cannot be obtained.

Timeframe: May 2026 – July 2026

Name and Title of person(s) responsible:

Eileen Weigel, PE; Stantec Sr Water Resources Engineer (lead)
Cameron Marra, PE; Stantec Modeler I
Sydney Zander; Stantec Modeler II
Kaitlyn Avidan; Stantec Water Resources EIT

Subtask 1b: Model Construction

Brief description of activities involved: Stantec will use available LiDAR information to develop a 2D overland drainage model for the study area in InfoWorks ICM or similar. The 2D model will be further modified to incorporate non-overland surface drainage (e.g. roof drainage from buildings, sump pumps). Stantec will export the storm sewer model from the existing 1D XPSWMM model into InfoWorks ICM and will use information obtained in Task 1a to update the storm sewer network. Storm sewer inlets and outlet controls will be added into the model to accurately represent limitations of current infrastructure.

Timeframe: July 2026 - December 2026

Name and Title of person(s) responsible:

Eileen Weigel, PE; Stantec Sr Water Resources Engineer (lead)
Cameron Marra, PE; Stantec Modeler I
Sydney Zander; Stantec Modeler II
Kaitlyn Avidan; Stantec Water Resources EIT

Subtask 1c: Model Calibration & Validation

Brief description of activities involved: Two historical flooding events will be evaluated in the model, comparing the modeled results to monitoring data at gages, high-water marks, and other records of flood extents to ensure that the model is correctly simulating the watershed runoff effects in the Knoll Creek Subwatershed. Local stakeholders will be engaged to further validate the findings. The data inputs, modeling methodology, and calibration results will be documented in a memo.

Timeframe: November 2026 – December 2026

Name and Title of person(s) responsible:

Eileen Weigel, PE; Stantec Sr Water Resources Engineer (lead)
Cameron Marra, PE; Stantec Modeler I
Sydney Zander; Stantec Modeler II
Kaitlyn Avidan; Stantec Water Resources EIT

Task 2 of 4: Flood Mitigation Scenarios & Alternatives

The model created in Task 1 will be used to evaluate and map current and projected flooding impacts (extent, depth, duration, impacted structures) across a range of precipitation events including the NOAA Atlas 14 (or Atlas 15 if available) 24-hour 2-, 10-, 100-, and 500-year events. The Atlas 14 500-year event will be used as a conservative approximation of the 2050 100-year event due to projected increases in precipitation magnitude. Several possible regional flood mitigation strategies selected with input from local stakeholders will then be modeled to identify recommended projects and alternatives for reducing flood risk and improving resiliency to better handle projected future precipitation patterns (higher intensity, frequency, and magnitude). Conceptual level designs and cost estimates for recommended projects will be developed for up to five flood prone areas.

Subtask 2a: Scenario testing

Brief description of activities involved: Simulating and comparing flood modeling outputs under multiple design storms, climate-adjusted rainfall patterns, and flood mitigation scenarios including runoff volume reduction, addition of storage, or modifications to conveyance capacity or timing. Creation of map-based visualization products to be used in communications with non-technical audiences.

Timeframe: Jan 2027 – March 2027

Name and Title of person(s) responsible:

Eileen Weigel, PE; Stantec Sr Water Resources Engineer (lead)
Cameron Marra, PE; Stantec Modeler I
Sydney Zander; Stantec Modeler II
Kaitlyn Avidan; Stantec Water Resources EIT

Subtask 2b: Stakeholder Engagement

Brief description of activities involved: The results of the modeling scenarios and proposed mitigation solutions will be shared with interested stakeholders including local floodplain managers and emergency response staff (City of Blaine, City of Coon Rapids, Anoka County), impacted residents, and property owners of proposed flood mitigation project sites. At least one workshop will be held to prioritize problem areas and determine preferred action plans. The visualization products produced in subtask 2a will be shared with the Blaine Manufactured Communities Task Force for inclusion in their

outreach materials.

Timeframe: March 2027- May 2027

Name and Title of person(s) responsible:

Erik Bye, CCWD Planning Coordinator (or new CCWD Project Manager)
Justine Dauphinais, CCWD Water Quality Coordinator
Eileen Weigel, PE; Stantec Sr Water Resources Engineer

Subtask 2c: Draft Stormwater Resilience Plan

Brief description of activities involved: Completion of a narrative summary comparing model simulation results and outlining recommended implementation actions. For up to five top-ranking projects selected in consultation with local stakeholders, conceptual designs and cost estimates will be developed for inclusion in CCWD's capital improvement plan.

Timeframe: March 2027-May 2027

Name and Title of person(s) responsible:

Eileen Weigel, PE; Stantec Sr Water Resources Engineer
Cameron Marra, PE; Stantec Modeler I
Sydney Zander; Stantec Modeler II
Kaitlyn Avidan; Stantec Water Resources EIT
Tom Berry; Stantec Planner (lead)

Task 3 of 4: Project and Grant Administration

Brief description of activities involved: This task includes drafting and executing a project SOW with Stantec in accordance with master engineering services agreement and grant work plan, holding regular progress check in meetings at least quarterly, documenting expenditures and match, invoicing and payments, and submittal of semiannual reimbursement requests to the MPCA.

Timeframe: May 2026 - June 2027

Name and Title of person(s) responsible:

Project Management: Erik Bye, CCWD Planning Coordinator (or new CCWD Project Manager)
Grant Administration and Reporting: Justine Dauphinais, CCWD Water Quality Coordinator
Accounting: Julie Peterson, CCWD Financial Management Coordinator
Engineering Consultant:
Eileen Weigel, Stantec Senior Water Resources Engineer (lead)
Tom Berry; Stantec Planner

Task 4 of 4: Final Report and Project Deliverables

Subtask 4a: Submit Grant Final Report

Brief description of activities involved: CCWD will provide a final grant project report using the MPCA template approximately one month prior to the end of the grant agreement on June 30, 2027, or at completion of the project, whichever occurs first. Will respond promptly to any requests by the MPCA authorized representative for additional information and/or corrections to the report.

Timeframe: May-June 2027

Name and Title of Person(s) Responsible:

Justine Dauphinais, CCWD Water Quality Coordinator

Subtask 4b: Submit Project Deliverables

Brief description of activities involved: Stantec will package all project deliverables in a shareable format. CCWD staff will provide electronic files of all project deliverables to the MPCA authorized representative prior to the end of the grant agreement on June 30, 2027, or at the completion of the project, whichever occurs first.

Timeframe: May-June 2027

Name and Title of Person(s) Responsible:

Justine Dauphinais, CCWD Water Quality Coordinator
Eileen Weigel, PE; Stantec Sr Water Resources Engineer (lead)
Sydney Zander; Stantec Modeler II
Kaitlyn Avidan; Stantec Water Resources EIT
Tom Berry; Stantec Planner

SWIFT Number:

AI:

Activity ID:

This Grant Agreement is between the state of Minnesota, acting through its Department of **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("MPCA" or "State"), and *name and address* ("Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the **project name**.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Contract Agreement

1. Term of Grant Agreement

- 1.1 **Effective date: start date**, or the date the State obtains all required signatures, whichever is later.
Per [Minnesota Statutes § 16B.98, Subd. 5](#), the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
Per [Minnesota Statutes § 16B.98 Subd. 7](#), no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.
- 1.2 **Expiration date: end date**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The parties will perform the services outlined in **Attachment A**, which is attached and incorporated into this grant agreement.

3. Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Grantee's Duties" within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- 4.1 **Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant agreement. Grantee certifies they will provide no less than 10% (ten percent) of the total grant amount as cash match or in-kind services.
- 4.2 **Administrative Costs.** Grantee administrative costs must be necessary and reasonable.
- 4.3 **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because- of this grant agreement will not exceed \$0.00; The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.4 **Invoices.**

Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule:

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is required no later than 6 (six) months or midway through the project, whichever comes first. Email updates about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this project update. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the State's Authorized Representative and approved. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Project grant amount
- Grant funds expended this invoice
- Matching funds expended this invoice
- Grant funds expended to date
- Matching funds expended to date
- Invoice number
- Invoice date
- MPCA project manager;
- SWIFT Contract No.
- Invoicing period (actual working period)
- Consultant costs; invoices may be requested
- Time breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment upon submittal of the final progress and financial report within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

- 4.5 **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

5. **Conditions of Payment**

All services provided by the Grantee under this Grant Contract Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. **Contracting and Bidding Requirements**

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

- 6.1 The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.
- 6.2 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.
- 6.3 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7. **Authorized Representative**

The State's Authorized Representative/Project Manager is **Steven Yang**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2702, steven.yang@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Karie Kerfeld/Paul Wyman**, 31620 125th Street, Princeton, MN 55371, 763-398-3201, k.kerfeld@marvstruevalue.com, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8. **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

- 8.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- 8.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 8.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 8.4 **Grant contract agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

- 9.1 Subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) 1](#), and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 9.3 During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 9.4 No sub-agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 9.5 The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11 State Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12 Government Data Practices and Intellectual Property Rights

- 12.1 **Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minnesota Statutes Chapter 13](#) as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minnesota Statutes § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

- 12.2 **Intellectual property rights**

- (a) **Intellectual property rights.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either

individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

13 Workers' Compensation

The Grantee certifies that it is in compliance with [Minnesota Statutes § 176.181, Subd. 2](#), pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any

claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Governing Law, Jurisdiction, and Venue

Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination by the State

15.1 Termination by the State.

- A. **Without Cause.** The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- B. **With Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.2 Termination by The Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this grant contract agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for insufficient funding.

The State may immediately terminate this grant contract agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or, if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

16.1 **Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

16.1 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

17 Data Disclosure

Under [Minnesota Statutes § 270C.65, subd. 3](#), and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Reporting Requirements

Final Report. By the date specified in the project workplan and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, plus all project deliverables identified in the workplan.

If the MPCA determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional / corrected information reasonably requested by the MPCA. The Final Report and Project Deliverables shall not be approved by the MPCA and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the MPCA.

Attachments

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Attachments, or between Attachments, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Attachment A

Attachment B

Signatures

**COON CREEK WATERSHED DISTRICT
Request for Board Action**

MEETING DATE: March 23, 2026
AGENDA NUMBER: 9
ITEM: 2027 Budget Calendar and Process

AGENDA: Policy

ACTION REQUESTED

Approval of the budget process and calendar for the development of the 2027 District Budget

PURPOSE & SCOPE OF ITEM

The process and timeline for the orderly development, coordination, review, and adoption of the 2027 Budget.

BACKGROUND

Minnesota Statutes 103D.911 requires the District to adopt a budget for the following year by September 15.

The District has historically used a multi-step budget process where individual components are developed and reviewed over time, leading up to a full draft budget for Board and public review.

Staff have reviewed the current budget process and calendar. While the existing approach provides a consistent and familiar framework, there may be opportunities to improve the timing, integration, and clarity of information brought forward for Board consideration.

COORDINATION

The proposed process includes:

- Coordination with District staff in developing program activities and budget inputs
- Coordination with partner agencies and collaborators
- Review and input from the Citizen and Technical Advisory Committees
- Public review and comment prior to adoption
- Ongoing Board review and direction throughout the process

FACTS

1. The budget must be adopted by September 15.
2. The Board must hold a public hearing prior to adoption of the budget.
3. The budget must address the mandated and essential activities of the District.

ISSUES/CONCERNS**Existing Board Budget Calendar**

The existing budget calendar is structured around three objectives

- 1) Develop a Rough Draft Budget for Board discussion and fine tuning by July
- 2) Develop a Draft Budget by August for Advisory Committee review and comment.
- 3) Develop a proposed budget by August 24 for public notice and hearing and adoption on September 14.

Date	Task
3/23	Adopt Budget Calendar & Process
4/13	Budget Guidelines & Assumptions
4/13	Initial Capital Investment Discussions
4/27	Rough Draft Revenue Estimates
5/11	Initial Preliminary Rough Draft Salary & Benefit Budget & Staff Proposals
5/11	Initial Preliminary Draft Professional Services Budget
5/26	2027 Capital Equipment Discussion
5/26	2027 Operating Costs
6/8	Board CIP priority discussion
6/15	DISTRICT TOUR
7/13	Rough Draft 2027 Budget
7/27	Review and comment on Preliminary Draft Budget
8/10	Board review and approve Advisory Committee review of Draft Budget
8/10	Review and comment on Preliminary Rough Draft Budget
8/24	Board Review of Draft Budget and Order Public Hearing on 2027 Budget
9/14	Budget Hearing & Adoption

Proposed Board Budget Calendar

The proposed budget calendar has three refinements

- 1) Removes early-stage discussions and estimates
- 2) Preliminary budget components are combined and reorganized
- 3) Process following the draft budget remains largely unchanged, with minor timing adjustments to better align with logistics.

Date	Task
4/27	Adopt Budget Calendar and Process
5/11	Preliminary Operating Costs and Services
5/26	Preliminary Salaries and Benefits
6/8	Preliminary Program and Capital Plan
6/8	DISTRICT TOUR
7/13	Draft Budget #1
7/27	Draft Budget #2 and Approve Advisory Committee Review
8/10	Draft Budget #3
8/24	Draft Budget #4 and Order Public Hearing on Budget
9/14	Budget Hearing & Adoption
12/14	Adoption of Final Property Tax Levy

District Tour

The District has historically included an annual tour as part of the budget process to provide Board members with an opportunity to view District activities and projects firsthand. These tours have typically included a range of past, current, and potential future projects.

In recent years, staff have found it increasingly challenging to balance time, accessibility, and the ability to meaningfully represent the full range of District work within a single tour format. While the tour remains a valuable tool for Board understanding, it also requires advance planning and coordination.

Staff is seeking direction on whether the Board would like to continue the District tour in 2026, and if so, whether the general focus should remain consistent with past tours or be adjusted.

IMPLICATIONS

1. Develops a budget capable of being adopted by September 15.
2. Provides for a public hearing prior to adoption of the budget.
3. Provides for the development of a budget that addresses the mandated and essential activities of the District.

PRIOR DECISIONS

None

OPTIONS

1. Adopt the existing calendar and process.
2. Adopt the proposed calendar and process.
3. Modify and adopt a budget calendar and process.
4. Direct staff to prepare an alternative budget calendar and process.

RECOMMENDATION

Adopt the proposed calendar and process.

Permit Application Review Report
Date: 3/18/2026

Board Meeting Date: 3/23/2026
Agenda Item:

Applicant/Landowner:

Landspec Fund 5 LLC
Attn: Luke Appert
1099 Indian Trail South
Afton, MN 55001

Project Name: Balfany Farms

Project PAN: P-25-043

Project Purpose: Grading, utility, and street construction for 29 lot single family residential subdivision.

Project Location: Southeast quadrant of Main Street NW and Shenandoah Boulevard NW, Coon Rapids

Site Size: size of parcel - 32.407 acres; size of disturbed area - 10.6 acres; size of regulated impervious surface - 2.04 acres

Applicable District Rule(s): Rule 2, Rule 3, Rule 4, Rule 5, Rule 6

Recommendation: Approve with 4 Conditions and 3 Stipulations

Description: The application proposed the construction of a 29-lot residential development with streets, utilities and stormwater treatment features. The project will disturb 10.6 acres and create 2.04 acres of regulated impervious surface. The area drains to County Ditch 54. The water resource concerns are stormwater management, soils and erosion control, wetlands, and floodplain management which correspond to District Rules 3, 4, 5 and 6. See attached Figure 1: Project Location and Figure 2: Site Plan.

Conditions to be Met Before Permit Issuance:

Rule 2.7 – Procedural Requirements

1. Submittal of a performance escrow in the amount of \$7,250.00.

Rule 3.0 – Stormwater Management

2. The 100-year HWL listed on the grading plan for Pond 10 (853.60) is inconsistent with the proposed HydroCAD model (852.96). Please update.

Rule 4.0 – Soils and Erosion Control

3. Update the Soils and Erosion Control Plan to include the following:
 - a. Provide energy dissipation at all pipe outlets.

- b. Provide standard details for inlet protection, pipe outlet energy dissipation, and washout containment facilities.
- c. Update SWPPP Narrative, Note 8.4 to stabilize soils and soil stockpiles within 7 days of inactivity.

Rule 5.0 – Wetlands

- 4. Submittal of Wetland Bank Credit Withdrawal Verification.

Stipulations: The permit will be issued with the following stipulations as conditions of the permit. By accepting the permit, the applicant agrees to these stipulations:

- 1. Submittal of as-builts for the stormwater management practices and associated structures listed in Table 2, including volume, critical elevations and proof of installation for hydrodynamic separators.
- 2. The applicant must apply for coverage under the Minnesota Pollution Control Agency’s (MPCA’s) Construction Stormwater Permit (Permit No: MNR100001).
- 3. If dewatering is required, provide DNR dewatering permit prior to construction. If a DNR permit is not required, provide well-field location, rates, discharge location, schedule and quantities prior to construction.

Exhibits:

Exhibit Type	Exhibit Author	Signature Date	Received Date
Joint Application	Kjolhaug Environmental Services	12/10/2025	12/10/2025
Wetland Delineation Report	Kjolhaug Environmental Services	01/13/2021	01/14/2021
Geotechnical Exploration Report	Haugo Geotechnical Services	10/29/2025	02/26/2026
Construction Plans	Contour Civil Design	02/26/2026	02/26/2026
Rate Increase Approval	City of Coon Rapids	02/26/2026	02/26/2026
Stormwater Management Report	Contour Civil Design	02/26/2026	02/26/2026

Findings

Fees and Escrows (Rule 2.7):

The applicant has submitted a \$10,310.00 application fee and deposit which corresponds with the nonrefundable application fee (\$10), base fee for a Single Family/Multifamily Residential Development project of 32.40 acres (\$10,000.00), and addition to base fee (\$300.00). The applicant will be required to submit a performance escrow in the amount of \$7,250.00. This corresponds to a base escrow of \$2,000, plus an additional \$500/acre of disturbance (10.6 acres of land disturbance proposed).

Stormwater Management (Rule 3.0):

Rule 3.0 applies to the proposed project because it includes land disturbing activities creating a cumulative total of 10,000 sf or more of new or fully reconstructed impervious surface.

The Hydrologic Soil Group (HSG) of soils on site are HSG A. Curve Numbers have been shifted down ½ classification to account for the impacts of grading on soil structure.

Rate Control: Peak stormwater flow rate does increase from the pre-development condition for the 24-hour precipitation event with a return frequency of 100- years at the Shenandoah Blvd discharge point as shown in Table 1. This discharges to city storm system and the increase has been approved by the City of Coon Rapids. The small increases for the 2- and 10- year events are within model

tolerance. The project will not impact Drainage Sensitive Use areas. The rate control standard is met to the maximum extent practicable.

Point of Discharge	2-year (cfs)		10-year (cfs)		100-year (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Shenandoah Blvd	0.33	0.35	0.50	0.55	1.00	1.33
Ditch 54-4	1.16	0.70	1.75	1.49	8.57	4.92

Table 1.

Volume Control: The proposed project is new development; therefore, the volume reduction requirement is equal to 1.1 inches over the area of all impervious surface. The amount of proposed impervious required to be treated is 88,906 ft².

The applicant is proposing the Stormwater Management Practices (SMPs) described below:

Drainage Area	Impervious required to be treated (ft ²)	Proposed SMP	TP Removal Factor	Required Water Quality Volume (ft ³)	Water Quality Volume Provided (ft ³)
untreated 4S	1,742	none	0	160	0
Disconnected Impervious - Ditch 54-4	3,354	disconnected impervious	1	307	307
Disconnected Impervious - Lake 20	11,718	disconnected impervious	1	1,074	1,074
Pond 10	72,092	pond 10	0.5	13,217	63,042
Totals:	88,906			14,758	64,424

Table 2.

Infiltration may not be used as a volume control practice because the practices would need to be placed in areas with less than three feet of separation from the bottom of the infiltration system to the seasonally saturated soils.

Geotechnical information from October 2025 has been submitted which indicates that seasonally high saturated soils are likely at an approximate elevation of 889.5 to 896 ft NVAD 88. The bottom of an infiltration system would need to be at elevation 886.5 ft or above. This is infeasible due to the existing ground elevations and utility connection elevations.

Because the volume reduction standard cannot be met due to these site constraints, the project proposes the use of the stormwater management practices and their corresponding TP conversion factors listed in Table 2.

The untreated drainage 4S is the drive entrance that cannot be routed back onto the site and into a treatment feature. The volume control standard has been met to the maximum extent practicable as shown in Table 2.

Water Quality: The total Water Quality Volume has been provided in aggregate.

Stormwater treatment on site must remove at least 80% of the average annual post development TSS per discharge location. The following TSS removal has been provided:

Discharge Point	TSS Removal Provided
Shenandoah Blvd	0
Ditch 54-4	80

Table 3.

The TSS removal standard is not met at each discharge point as shown in Table 3. The Shenandoah Blvd discharge point is the drive entrance which cannot be routed to a treatment feature.

Discharges to Wetlands: Stormwater from the proposed project is not being discharged into any wetlands, therefore this section does not apply.

Landlocked Basins: The proposed drainage system does not outlet to a landlocked basin, therefore this section does not apply.

Low Floor Freeboard: The proposed project is new development which includes buildings and habitable structures. Therefore, SMPs must be designed such that the lowest basement floor elevations are at least 2 feet above the 100-yr high water level or 1 foot above the emergency overflow. The lowest basement floor elevation proposed is 862.8 ft NAVD 88. The applicable 100-year high water levels are at 853.6 ft and 851.6 ft NAVD 88 and the applicable emergency overflows area at 853.6 ft and 853 ft NAVD 88. The freeboard requirement is met.

Maintenance:

Access: Sufficient maintenance access has been provided on the plans for all stormwater management practices.

Easements: Maintenance easements for all stormwater management practices are required for the proposed project.

The proposed project is a new development project and includes a public ditch. Therefore, ditch maintenance easements must be provided on the plat. The Public Ditch within the project is 54-4, so a maintenance easement of 100 ft (50 ft on either side of the centerline) must be provided.

All required maintenance easements have been provided on the plans.

Maintenance Agreements: All proposed stormwater management practices will be maintained as part of standard municipal public work activities. Therefore, no maintenance agreement will be required.

Soils and Erosion Control (Rule 4.0)

Rule 4.0 applies to the proposed project because it is a land disturbing activity that requires a permit under another District rule.

The proposed project drains to Ditch 54-4. The soils affected by the project include Rifle and do not have a soil erodibility factor of 0.15 or greater. Disturbed areas are not consistently proposed to be stabilized within 7 days, as required. The proposed erosion and sediment control plan includes inlet protection, perimeter control, stabilized construction entrance, and street sweeping. The erosion control plan does not meet District requirements because standard details for inlet protection, concrete washout station, and energy dissipation have not been provided and soils and soil stockpiles are not consistently proposed to be stabilized within 7 days of inactivity. The site does require an NPDES permit. See attached Figure 3: Soils and Erosion Control.

Wetlands (Rule 5.0)

Rule 5.0 applies to the proposed project because it includes activities which result in the filling, draining, excavating or other altering the hydrology of a wetland.

Wetlands were delineated under PAN 19-046. The boundary and type application was reviewed and approved. The Notice of Decision was issued on 03/19/2021.

The applicant submitted a joint application form requesting a Replacement Plan decision on 12/10/2025. The application was noticed to the TEP on 12/17/2025. Wetland impacts are proposed through fill in 2 locations. The applicant has provided an alternatives analysis which discusses wetland impact avoidance, minimization, and mitigation. A wetland impact summary is outlined below.

Wetland ID	Impact Type (F/D/E)	Impacts (sf)	Impact Duration (T/P)	Replacement Ratio	Required Mitigation (sf)
1B	Fill	4,148	Permanent	2:1	8,296
1A	Fill	6,844	Permanent	2:1	13,688

Table 4.

Impact replacement will be mitigated through the purchase of wetland bank credits from bank 1762. Bank 1762 is within the required bank service area (BSA 7). See attached Figure 4: Wetland Impacts.

Floodplain (Rule 6.0)

Rule 6.0 applies to the proposed project because it includes land disturbing activities within or adjacent to the boundary of the 100-year flood elevation as mapped and modeled by the District.

The regulatory floodplain elevation is 857.3 ft NAVD 88. The application proposes the placement of 21,765 cubic yards of fill within the floodplain. Compensatory storage is required. The proposed project provides 22,894 cubic yards of compensatory storage, which exceeds the required 1:1 ratio and is within the relevant reach. See attached Figure 5: Floodplain Impacts.

The proposed project is subject to flood damage. Low floor elevations are proposed at elevation 862.8 ft NAVD 88, which meets the minimum floor elevation of 2 foot above the 100-year flood profile.

The proposed fill within the floodplain is an embankment. Information has been provided to show that the embankment can pass the 100-year flood without increasing the elevation of the 100-year flood profile or creating excessive velocities. Adequate compensatory storage provided.

Drainage, Bridges, Culverts, and Utility Crossings (Rule 7.0)

The proposed project does not include land disturbing activities which construct, improve, repair, or alter the hydraulic characteristics of a bridge profile control or culvert structure on a creek, public ditch, or major watercourse. The proposed project does not include land disturbing activities which involve a pipeline or utility crossing of a creek, public ditch, or major watercourse.

The proposed project does not include land disturbing activities which construct, improve, repair or alter the hydraulic characteristics of a conveyance system that extends across two or more parcels of record not under common ownership and has a drainage area of 200 acres or greater. Rule 7.0 does not apply.

Buffers (Rule 8.0)

The proposed project does not include a land disturbing activity on land adjacent or directly contributing to a Public Water, Additional Waters, High or Outstanding Ecological Value Waters, a Public Ditch, or Impaired Waters/waters exceeding state water quality standards. Rule 8.0 does not apply.

Variations (Rule 10.2)

The proposed project is not requesting a variance from the District's rules, regulations, and policies. Rule 10.2 does not apply.

P25-043 Balfany Farms



Figure 1: Project Location

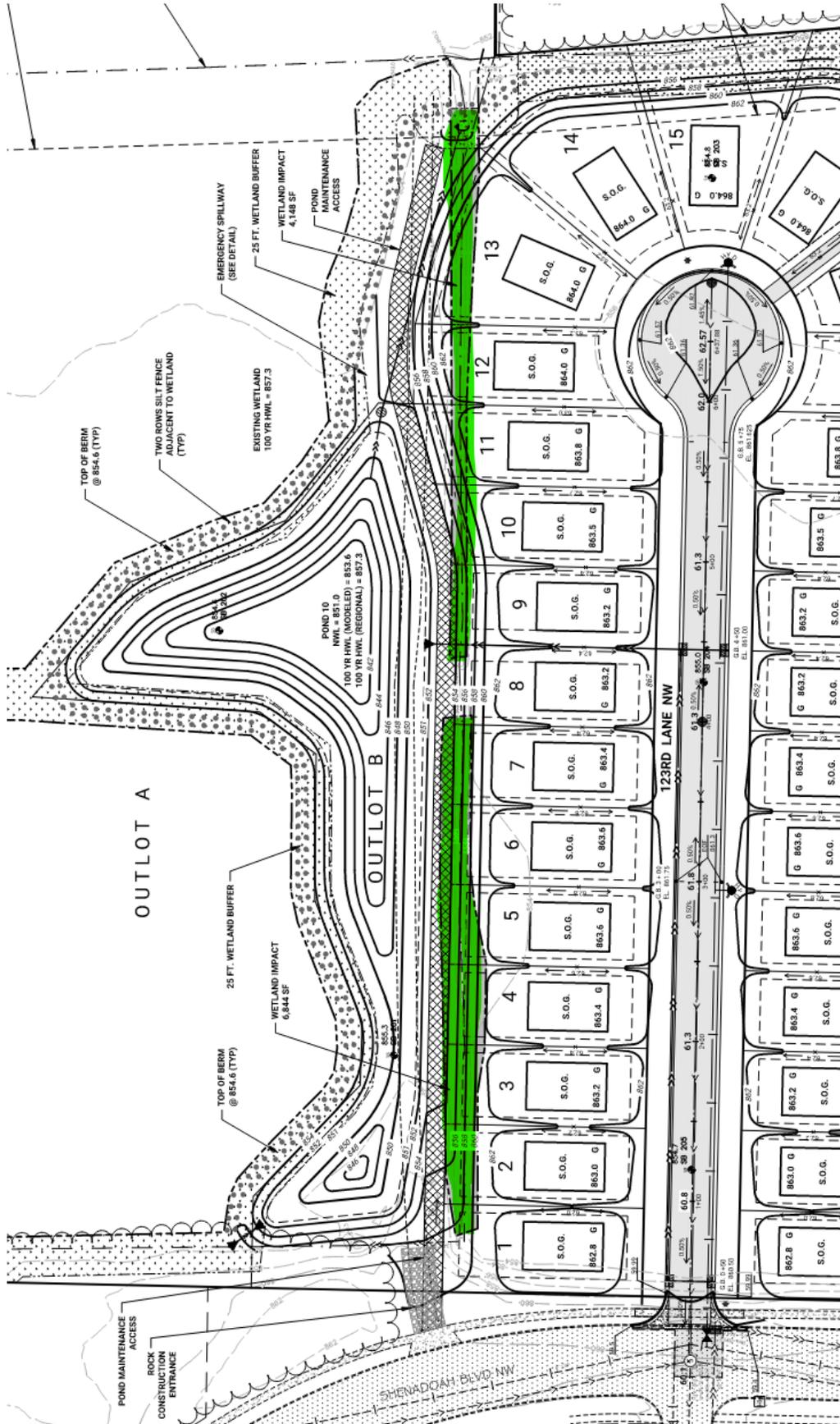


Figure 4: Wetland Impacts

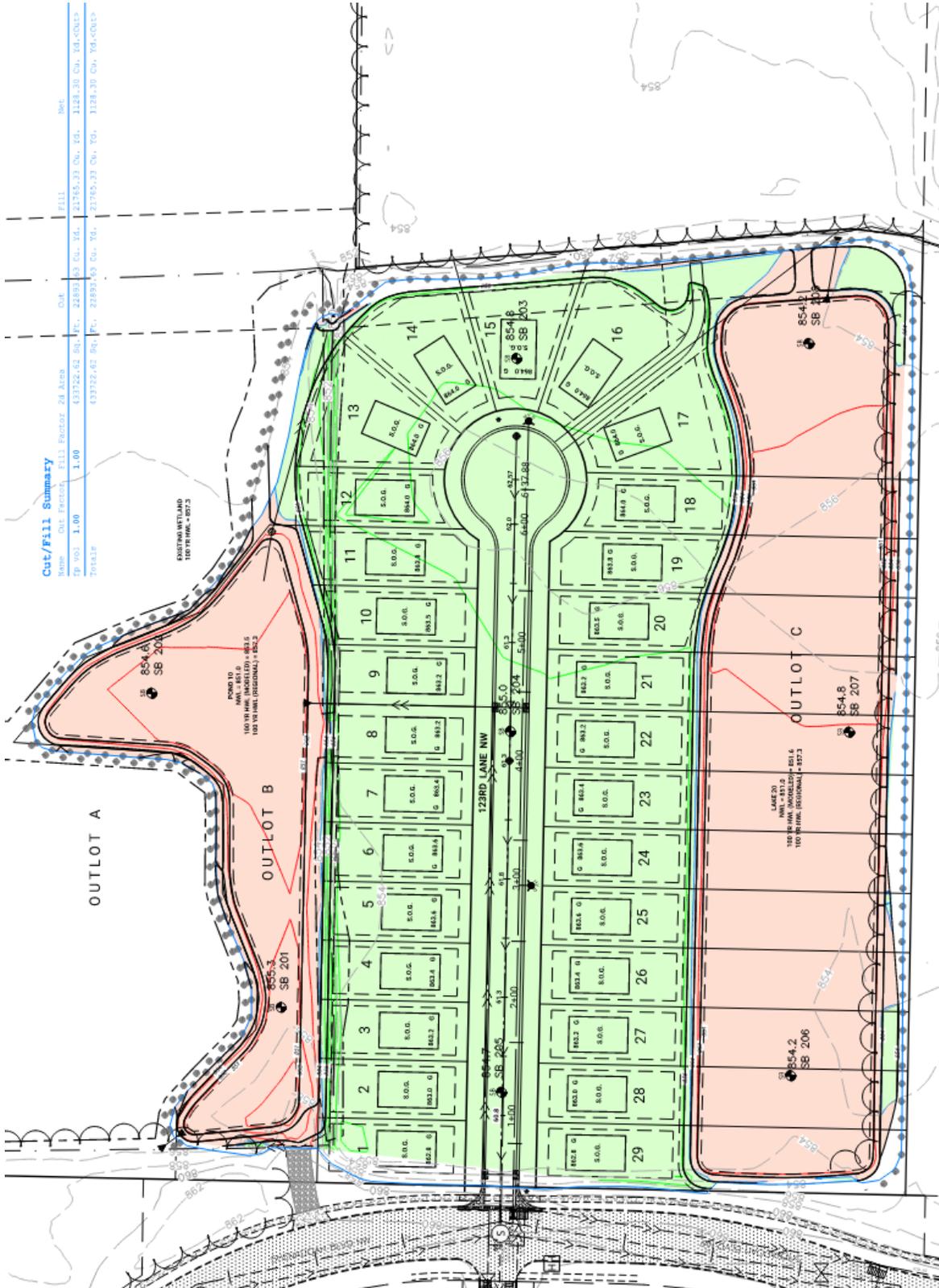


Figure 5: Floodplain Impacts



Permit Application Review Report

Date:
3/18/2026

Board Meeting Date: 3/23/2026

Agenda Item:

Applicant/Landowner:

EB Blaine Development LLC
Attn: Corey Burstad
10901 Baltimore St NE
Blaine, MN 55449

Project Name: Blaine Town Center Redevelopment - Phase 2

Project PAN: P-24-055

Project Purpose: Phase 2 – streets, utility and stormwater infrastructure

Project Location: Between 105th and 109th, East of NSC and west of Radisson Road NE, Blaine MN

Site Size: size of parcel - 83.0 acres; size of disturbed area - 35.0 acres; size of regulated impervious surface – 2.74 acres

Applicable District Rule(s): Rule 2, Rule 3, Rule 4

Recommendation: Approve with 3 Conditions and 4 Stipulations

Description: This application is for project scope changes to Phase 2 of the larger Blaine Town Center Development, which was approved on 5/12/2025 and permitted on 5/13/2025. The scope change includes the construction of a roundabout along 105th avenue. The updated design also includes utilities and reconfigured stormwater management features. The overall disturbance of 35 acres remains the same. The new scope of work will result in a total of 2.74 acres of new and fully reconstructed impervious surface. The area drains to County Ditch 41. The relevant water resource concerns are stormwater management and erosion and sediment control which are District Rules 3 and 4. See attached Figure 1: Project Location and Figure 2: Site Plan.

Conditions to be Met Before Permit Issuance:

Rule 3.0 – Stormwater Management

1. The proposed drainage map appears to have two sets of proposed contour lines shown for Pond 5. Please revise to show only the Phase 2 proposed contours.
2. Please remove the "Bioretention Basin with Underdrain" detail from sheet C8-3 as it does not apply to phase 2 of the project.
3. The storm sewer plan indicates that sumps are no longer proposed within structures 302, 303, 304, and 307. Please update Table 3.2 in the narrative and the SHSAM outputs in the

appendix to reflect this.

Stipulations: The permit will be issued with the following stipulations as conditions of the permit. By accepting the permit, the applicant agrees to these stipulations:

1. Submittal of as-builts for the stormwater management practices and associated structures listed in Tables 2 and 3, including volume, critical elevations and proof of installation for hydrodynamic separators.
2. Completion of post construction infiltration tests on Infiltration Basin 1, Infiltration Basin 2, and Biofiltration Basin 11 by filling the basin to a minimum depth of 6 inches with water and monitoring the time necessary to drain, or multiple double ring infiltration tests to ASTM standards. The Coon Creek Watershed District shall be notified prior to the test to witness the results.
3. The applicant must apply for coverage under the Minnesota Pollution Control Agency's (MPCA's) Construction Stormwater Permit (Permit No: MNR100001)
4. If dewatering is required, provide DNR dewatering permit prior to construction. If a DNR permit is not required, provide well-field location, rates, discharge location, schedule and quantities prior to construction.

Exhibits:

Exhibit Type	Exhibit Author	Signature Date	Received Date
Geotechnical Evaluation Report	Braun Intertec	11/07/2024	12/06/2024
Construction Plans	Loucks	02/17/2026	02/23/2026
Stormwater Management Plan	Loucks	02/13/2026	02/23/2026
Volumes Tables	Loucks	undated	1/16/2026

Findings

Fees and Escrows (Rule 2.7):

The applicant has submitted a \$4,510.00 application fee and deposit which corresponds with the non-refundable application fee (\$10) and base fee for a Commercial/Industrial Development project of 83.0 acres (\$4,500.00). The applicant will be required to submit a performance escrow in the amount of \$19,500.00. This corresponds to a base escrow of \$2,000, plus an additional \$500/acre of disturbance (35.0 acres of land disturbance proposed).

Stormwater Management (Rule 3.0):

Rule 3.0 applies to the proposed project because it includes land disturbing activities creating a cumulative total of 10,000 sf or more of new or fully reconstructed impervious surface.

The Hydrologic Soil Group (HSG) of soils on site are HSG B. Curve Numbers have been shifted down one classification to account for the impacts of grading on soil structure.

Rate Control: Peak stormwater flow rate at each point of site discharge does not increase from the pre-development condition for the 24-hour precipitation event with a return frequency of 2-, 10-, 100- years as shown in Table 1. The project will not impact Drainage Sensitive Use areas. The rate control standard is met.

Point of Discharge	2-year (cfs)		10-year (cfs)		100-year (cfs)	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
West Ditch (CD 41)	50.77	39.56	85.79	74.74	182.52	107.43
105th Ave	19.21	5.06	32.37	20.83	99.21	36.66
Nassau St	15.71	2.26	24.8	4.55	47.57	4.43

Radisson Road	1.03	0.04	1.55	0.19	2.94	1.33
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Table 1.

Volume Control: The application proposes redevelopment which disturbs more than 50% of the site or reconstructs more than 50% of the existing impervious surface, therefore the volume reduction requirement is equal to 1.1 inches over the area of all impervious surface including existing impervious surface that is not proposed to be reconstructed. This is existing treatment that was provided in calculations to ensure that drainage is maintained. The amount of proposed impervious required to be treated is 119,384 ft².

The applicant is proposing the Stormwater Management Practices (SMPs) described below:

Treatment Method	TP Factor	Impervious Area Required to be Treated to 1.1" (new and reconstructed impervious) (SF)	Required Treatment Volume (CF)	Provided Treatment Volume (CF)
Infiltration	1	29,644	2,717	5,140
Wet Pond	0.5	80,737	14,802	21,176
Not Treated	1	9,003	825	0
Total	-	119,384	18,344	26,316

Table 2. Phase 2 only

The following pretreatment has been provided for Phase 2:

SMP ID	Pretreatment Device/Method	Percent TSS Removal
CBMH 201 - Infiltration Basin 1	catch basin sump w/ SAFL Baffle	84
CB 100 - infiltration basin 2	rain guardian	80

Table 3.

Pretreatment is required to be designed such that the device/method provides removal of 80% TSS entering an infiltration or filtration Stormwater Management Practice. The proposed project meets pretreatment requirements as shown in Table 3.

The volume control standard has not been met as shown in Table 2. The small untreated impervious area cannot be routed to onsite treatment features due to existing utility grades. The runoff does ultimately end up in offsite treatment ponds. The volume control standard has been met to the maximum extent practicable.

Water Quality: The total Water Quality Volume has been provided in aggregate.

Stormwater treatment on site must remove at least 80% of the average annual post development TSS per discharge location. The following TSS removal has been provided:

Discharge Point	TSS Removal Provided
CD 41	87
105th Ave	87
Nassau St	81
Radisson Rd	87

Table 4.

The TSS removal standard is met at each discharge point as shown in Table 4.

Discharges to Wetlands: Stormwater from the proposed project is not being discharged into any wetlands, therefore this section does not apply.

Landlocked Basins: The proposed drainage system does not outlet to a landlocked basin, therefore this section does not apply.

Low Floor Freeboard: The proposed project is a redevelopment; however, phase 2 does not include structures that are subject to low floor freeboard requirements.

Maintenance:

Access: Sufficient maintenance access has been provided on the plans for all stormwater management practices.

Easements: All required maintenance easements have been provided on the plans.

Maintenance Agreements: All proposed stormwater management practices will be maintained as part of standard municipal public work activities. Therefore, no maintenance agreement will be required.

Soils and Erosion Control (Rule 4.0)

Rule 4.0 applies to the proposed project because it is a land disturbing activity that requires a permit under another District rule.

The proposed project drains to Ditch 41. The soils affected by the project include Lino and Isanti and have a soil erodibility factor of 0.15 or greater. Disturbed areas are proposed to be stabilized within 24 hours, as required. The proposed erosion and sediment control plan includes stabilized construction entrance, perimeter control, inlet protection and street sweeping. The erosion control plan meets District Requirements. The site does require an NPDES permit. See attached Figure 3.

Wetlands (Rule 5.0)

The proposed project does not include activities which result in the filling, draining, excavating, or otherwise altering the hydrology of a wetland. Rule 5.0 does not apply.

Floodplain (Rule 6.0)

The proposed project does not include land disturbing activities within the floodplain as mapped and modeled by the District. Rule 6.0 does not apply.

Drainage, Bridges, Culverts, and Utility Crossings (Rule 7.0)

The proposed project does not include land disturbing activities which construct, improve, repair, or alter the hydraulic characteristics of a bridge profile control or culvert structure on a creek, public ditch, or major watercourse. The proposed project does not include land disturbing activities which involve a pipeline or utility crossing of a creek, public ditch, or major watercourse.

The proposed project does not include land disturbing activities which construct, improve, repair or alter the hydraulic characteristics of a conveyance system that extends across two or more parcels of record not under common ownership and has a drainage area of 200 acres or greater. Rule 7.0 does not apply.

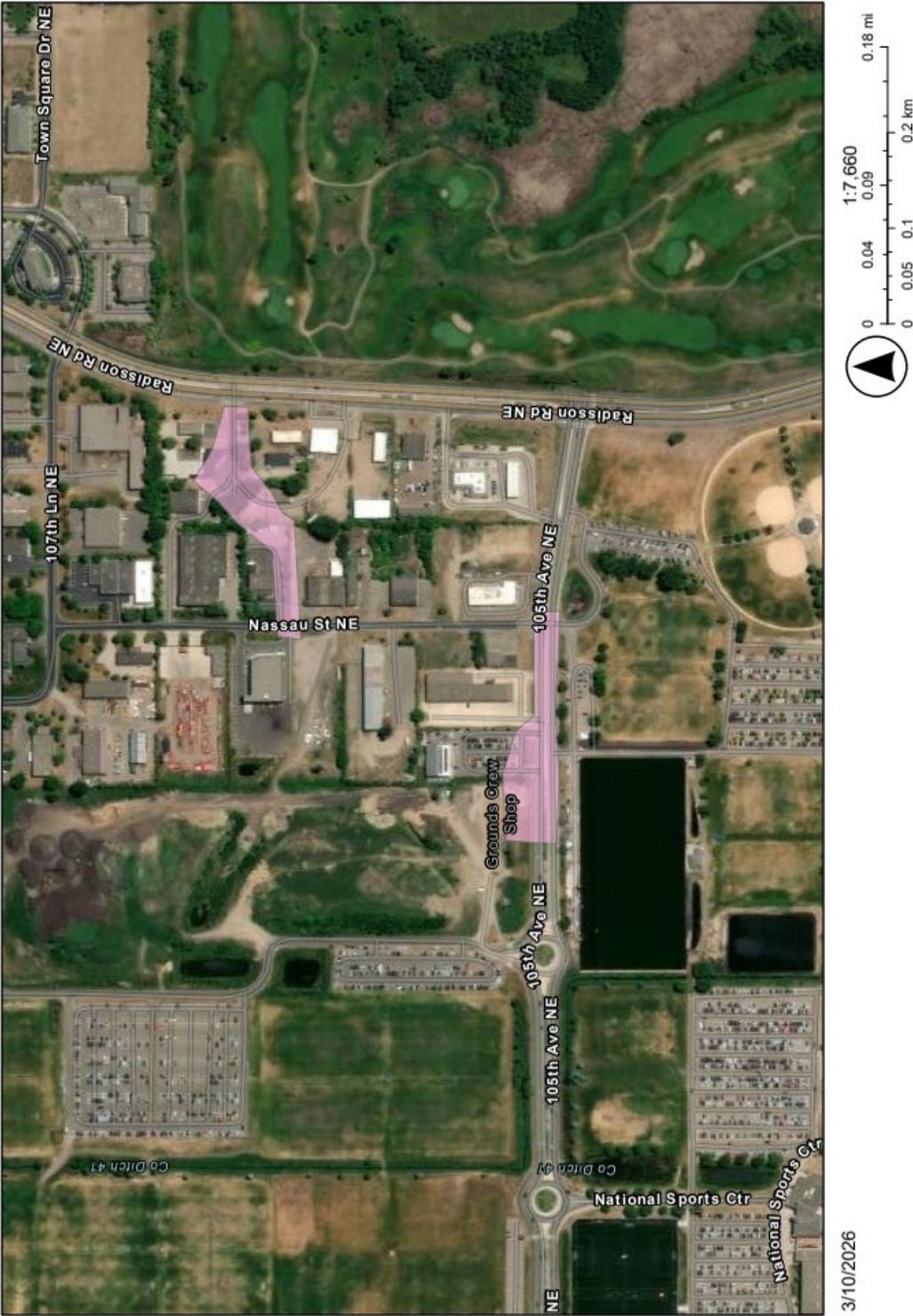
Buffers (Rule 8.0)

The proposed project does not include a land disturbing activity on land adjacent or directly contributing to a Public Water, Additional Waters, High or Outstanding Ecological Value Waters, a Public Ditch, or Impaired Waters/waters exceeding state water quality standards. Rule 8.0 does not apply.

Variances (Rule 10.2)

The proposed project is not requesting a variance from the District's rules, regulations, and policies. Rule 10.2 does not apply.

P24-055 Blaine Town Center Phase 2



3/10/2026

Figure 1: Project Location

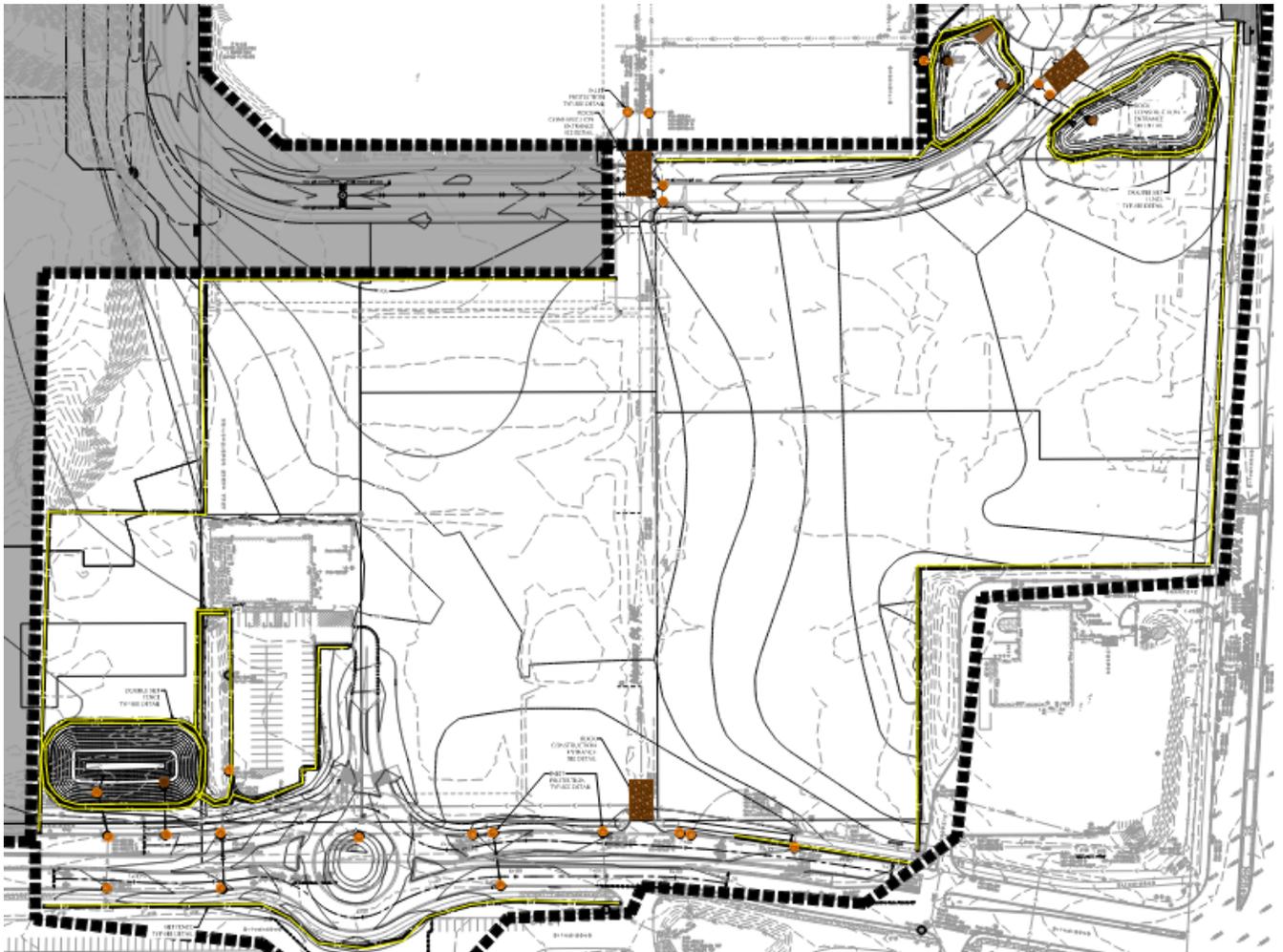


Figure 3: Erosion and Sediment Control Plan

COON CREEK WATERSHED DISTRICT

MEETING DATE: March 23, 2026
AGENDA NUMBER: 12
ITEM: Watershed Management Videos

AGENDA: Discussion

ACTION REQUESTED

None

PURPOSE

Provide Board members with accessible watershed management training resources to strengthen understanding of District roles, responsibilities, and governance and support more informed decision making.

BACKGROUND/CONTEXT

In December 2025, a video series developed by the Board of Water and Soil Resources (BWSR) for members of local government boards and commissions was shared with the Board.

At the January 12, 2026, Board meeting, the Board expressed interest in reviewing the video series at future meetings as time allows. This staff report is intended to serve as a standing reference so the Board may review the videos incrementally over time.

[Who's Who? An Overview](#) {4:29} Minnesota's water management involves multilevel partnerships—federal, tribal, state, and local governments, as well as others.

[Who's Who? Local Governments](#) {9:15} Minnesota's local governments for water management include municipalities, counties, soil and water conservation districts, and watershed authorities, each with unique funding, skills, relationships, and terminology.

[Who's Who? State Agencies](#) {12:00} Minnesota's state water agencies—BWSR, DNR, MDA, MDH, MPCA, and Met Council—collaborate on conservation, regulation, monitoring, grants, and planning for surface/groundwater quality and quantity, often overlapping to support local governments.

[Who's Who? BWSR](#) {5:03} The Minnesota Board of Water and Soil Resources (BWSR), with a 20-member governor-appointed board and 130 staff, partners with locals via grants, conservation easements, wetland regulation, and water plan reviews to protect Minnesota's land, water, and wetlands.

[What is a Watershed?](#) {8:06} A watershed is land that drains to a common water body. Key concepts: land-water connections, nested scales, and relationship to political units for watershed management.

[Watershed Authorities: Types and Statutes](#) {11:57} Minnesota's watershed management authorities include watershed districts, joint powers WMOs, and county-based WMOs—each shaped by chapters 103B and 103D—to address water issues across natural boundaries.

[Watershed Authorities: Purpose and Power](#) {8:56} Watershed authorities are special purpose units of government with powers including tax levies, planning, rules, and contracts under chapters 103B and 103D.

[Watershed Authorities: Boards and Policies](#) {7:45} Boards are appointed by counties or cities and they have specific their policy-setting duties and governance responsibilities.

[Watershed Authorities: Structure and Roles](#) {10:41} Clearly defined roles for boards, administrators, are important for effective watershed operations.

[Watershed Authorities: Meetings, Committees, and Public Input](#) {11:12} Boards must follow open meeting laws, use advisory/technical committees for input, hold public hearings, and ensure data access.

[Watershed Authorities: Budgeting and Finance](#) {10:13} The budget must connect to the watershed plan and be developed with public input, implemented through a statutorily defined fund structure, and audited annually.

[Watershed Authorities: Planning](#) {12:54} The plan is a process with robust public involvement and a product, based on science, that clearly signals goals and intended actions.

[Watershed Authorities: Implementation](#) {9:54} Watershed authorities execute plans through projects (e.g., flood control, restorations), regulations via permits and rules under and programs like cost-share, outreach, monitoring.

Additionally, the Anoka Conservation District has produced similar videos related to general watershed management.

[ACD Our Watershed and Stormwater Connection](#){9:56} This video explains complex concepts about watersheds and stormwater in simple terms using engaging animation. It's beneficial for all ages, from an elementary classroom to a city council chamber. Learn what watersheds are, why they are important, and some of the challenges watershed managers face. This ties into stormwater management and what public officials are doing to prevent flooding and improve water quality as well as what we all can do to become part of the solution.

https://www.presspubs.com/quad/news/lino-lakes-takes-over-as-ditch-authority-from-watershed/article_ae290b81-b060-4867-a1bc-650239eafe12.html

Lino Lakes takes over as ditch authority from watershed

By Madeline Dolby/Editor

Mar 3, 2026



The segment of Anoka County Ditch 55 proposed for transfer, known as Branch 8, lies entirely within Lino Lakes. Branch 8, shown as the teal line on the map above, will now be managed by the city.

Rice Creek Watershed District | Contributed

LINO LAKES — Lino Lakes has asked the Rice Creek Watershed District (RCWD) to transfer management authority of portions of Anoka County Ditch (ACD) 55 to the city. The specific portion requested for transfer is known as Branch 8.

The segment of the ditch proposed for transfer lies entirely within Lino Lakes, east of Centerville. According to a report created by Chris Otterness, a professional engineer at Houston Engineering, the well drains west from the northeast quarter of Section 24, Township 31, Range 22 in Anoka County, crosses Interstate 35E and ends with its connection to the main trunk of ACD 55.

The total length of the proposed transfer is approximately 4,600 feet. Toni Schmidt, drainage and facilities manager at Houston Engineering, said the watershed district will still manage the remaining portions of ACD 55, including its main trunk.

According to Schmidt, under the transfer, Lino Lakes will have the authority to modify or replace Branch 8's system at its own discretion, but the city is still subject to local, state and federal rules, including RCWD rules.

"The city would inspect and maintain Branch 8 of the drainage system. It would manage it under its municipal authorities, rather than under M.S. 103E," Schmidt said. M.S.103E.812 refers to the state's statutes for drainage projects that affect state land or water areas used for conservation. The city will still be obligated to manage the drainage system to meet the needs of upstream landowners.

According to Otterness, the city and private developers will likely replace most of Branch 8 with urban stormwater infrastructure (storm sewer, open channels and ponds) to accommodate future development in the area.

"The alignment and makeup of the system will likely change due to development. This is one of the instigating factors in the city's request to be transferred management of the drainage system," Schmidt added. "They have an upcoming proposed project to extend Otter Lake Road ... It would cross Branch 8 at least once, maybe multiple times."

Until future development occurs, though, water flow to ACD 55 is physically limited by the capacity of the tile crossings under I-35E.

The design of the new stormwater infrastructure would be in adherence to the Otter Lake Road extension project. According to Henry Meeker, professional engineer at WSB, the city is also looking to construct components of a regional drainage system in accordance with the Comprehensive Stormwater Management Plan (CSMP) prepared by the city of Lino Lakes and