AGENDA  
Tuesday, August 11, 2015  
6:00 PM  
Prior Lake City Hall  
www.plsiwd.org

BOARD OF MANAGERS:  
Curt Hennes, President; Marianne Breitbach, Vice President;  
Charlie Howley, Secretary; Woody Spitzmueller, Treasurer; Fred Corrigan, Manager  
Note: Indicated times are estimates; actual times may vary considerably. Individuals with items on the agenda or who wish to speak to the Board are encouraged to be in attendance when the meeting is called to order.

Board Workshop 4:00 p.m. WAGON BRIDGE Conference Room (Downstairs)

1. Personnel Manual Revisions  
2. Budget Review

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<td>6:00 – 6:05 PM</td>
<td><strong>BOARD MEETING CALL TO ORDER, PLEDGE OF ALLEGIANCE</strong></td>
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| 6:05 – 6:10 PM| **PUBLIC COMMENT**  
If anyone wishes to address the Board of Managers on an item not on the agenda or on the consent agenda please come forward at this time, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.) |
| 6:10 – 6:15 PM| **APPROVAL OF AGENDA** (Additions/Corrections/Deletions) |
| 6:25 – 6:30 PM| **CONSENT AGENDA**  
The consent agenda is considered as one item of business. It consists of routine administrative items or items not requiring discussion. Items can be removed from the consent agenda at the request of the Board member, staff member, or a member of the audience. Please state which item or items you wish to remove for separate discussion. |
|               | 4.1 Meeting Minutes for Regular Meeting and Workshop July 14 |
|               | 4.2 Cost Share for Water Pump |
|               | 4.3 CAC Minutes |
|               | 4.4 Permit Update |
| 6:30 – 6:40 PM| **TREASURER’S REPORT** (Claims List Tab)  
5.1 Claims List (Vote)  
5.2 Cash & Investments (Discussion Only)  
5.3 Financial Report (Discussion Only) |
| 6:40 – 7:45 PM| **OTHER OLD/NEW BUSINESS**  
6.1 Manager Presentations (Discussion Only)  
6.2 Projects and Programs (Discussion Only)  
6.3 Bog Update (Discussion Only)  
6.4 WSB Contract for Carp Management Grant (Vote)  
6.5 Great River Greening Contract for Spring Lake Shoreland Restoration Demonstration Project (Vote)  
6.6 Appropriation for Spring Lake Shoreland Restoration (Vote)  
6.7 Personnel Manual Update (Vote) |
| 7.0| **UPCOMING MEETING/EVENT SCHEDULE**  
- CITIZENS ADVISORY COMMITTEE MEETING THURSDAY, AUGUST 27, 6:30-8:00 P.M. CITY HALL |
MEMORANDUM

TO: PLSLWD BOARD OF MANAGERS
FROM: DIANE LYNCH, DISTRICT ADMINISTRATOR
SUBJECT: PERSONNEL MANUAL UPDATE
DATE: AUGUST 11, 2015

INTRODUCTION

The District’s Personnel Policy Manual was adopted by the Board of Managers on May 8, 2012. Board President Curt Hennes recommended that the District update its Personnel Policy Manual. The Board appointed Managers Hennes, Corrigan and Howley to a Personnel Committee. The Personnel Committee was instructed to review the Manual and make recommendations to the Board of Managers.

BACKGROUND

Scott County Commission Barbara Marschall offered the assistance of Lori Huss, the County’s Employee Relations Director, in updating the Manual. Ms. Huss reviewed the Manual and made numerous suggestions, which were discussed at a meeting with the Personnel Committee on June 18, 2015. The major changes she recommended were included in the update for the Board’s review at this meeting. Those changes were:

- Incorporate the Family Medical Leave Act requirements and remove duplicative language (it is also included as an attachment to the Manual)
- Revise the definitions of Employment Status
- Remove reference to an “Introductory Period,” since employment is “at will”
- Incorporate the League of Minnesota Cities’ (LMC) language in its “Personnel Policy Model” re. employee conduct and delete obsolete or duplicative language
- Follow the Minnesota Government Data Practices Act re. personnel records and privacy
- Follow the guidance of the LMC and revise sections regarding electronic communications, social networking websites etc.

RECOMMENDATION

Staff recommends the Board approve the updated Personnel Manual and instruct the District Administrator to review it with staff and have staff sign a receipt for a new copy. In addition, the Board instructs the District Administrator to update the Manual whenever there are substantial changes to employment law that affect the District or every three years, whichever is sooner.
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(to be signed, dated and returned to District Administrator by the requested date)
WELCOME!

Welcome to Prior Lake-Spring Lake Watershed District (PLSLWD.) I, along with your fellow employees, wish you every success here.

We believe that each employee contributes directly to the PLSLWD’s growth and success, and we hope you will take pride in being a member of our team.

This Manual was developed to set expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee Manual as soon as possible, for it will answer many questions about employment with PLSLWD.

We believe that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Diane Lynch
District Administrator
ABOUT THE PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT

The Prior Lake-Spring Lake Watershed District (PLSLWD) is a special purpose local unit of government focused on the conservation, protection and management of water resources within the boundaries of the District. The District’s mission is:

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

The PLSLWD was formed on March 4, 1970 at the request of local citizens. The District covers about 42 square miles in Scott County, MN. The City of Prior Lake and Spring Lake Township comprise most of the District’s area; Sand Creek Township, the Cities of Shakopee, Savage and the Shakopee Mdewakanton Sioux Community (SMSC) also have some land in the District. Water in the PLSLWD flows mainly from the southwest to the northeast through Spring, Upper Prior and Lower Prior Lakes, and then north through the Prior Lake Outlet Channel to the Minnesota River near Valley Fair amusement park.

The PLSLWD is administered by a five-person Board of Managers appointed by the Scott County Commissioners. All of the District’s policies, goals, and accomplishments are directed by the people who serve on the Board.

The Board of Managers oversees many efforts to conserve, protect and manage water resources within the PLSLWD. The District works closely with local cities, townships, Scott County and state agencies to accomplish its goals. All of the District’s activities are outlined in its comprehensive plan, called the Water Resources Management Plan. Ongoing activities include:

- Water quality monitoring
- Land management (easements for filter strips, wetland restoration)
- Lake water quality improvement efforts (aquatic plant management, water quality education, cost share projects)
- Permitting and inspection of development and other land-disturbing activities
- Prior Lake outlet operation and maintenance, and long-term planning for Prior Lake water levels (including enhancement of the Prior Lake Outlet Channel)
- Business and homeowner education

To accomplish these water resources management activities, the PLSLWD employs competent and caring professionals to carry out its mission.
INTRODUCTION TO THIS MANUAL

This booklet offers general information and guidelines to Prior Lake-Spring Lake Watershed District (“District”) employees. The District reserves the right to amend, modify or discontinue any of the information or benefits contained herein. Changes may be made with or without prior notice to employees; however, updated policies will be made available to employees in a reasonable length of time. The policies and procedures set out in this Manual are not necessarily all-inclusive, because unanticipated circumstances may arise. If circumstances require, the District’s management reserves the right to deviate from the policies and procedures in this Manual at its discretion.

Past Documents Revoked

By distributing this Manual, the District revokes any and all previous policies and procedures. The policies and procedures contained in this Manual supersede and consolidate any and all employee Manuals or Manuals, past practices, oral and written statements, oral and written policies, or memoranda regarding the terms and conditions of employment for part-time or full-time employees with the District. The policies and procedures outlined in this Manual do not create an employment contract between the District and its employees, and should not be interpreted as creating an employment contract.

Purpose of Personnel Policies

It is the purpose of this Policy Manual to establish a uniform, equitable and effective system of personnel administration for the District and, in accordance with statute, to give the responsibility for employment and supervision of the District staff to the District Administrator.

The responsibility and authority for all matters of inherent managerial policy not explicitly discussed within this Manual is given exclusively to the District and the District Administrator, including, but not limited to, such matters as the function, program, and budget of the District, use of technology, organizational structure, the selection and direction and number of personnel and schedules of work. The District Administrator will have the authority to interpret the provisions contained in this Policy Manual and to issue the necessary administrative directives provided that the directives are consistent with the policies described in this Manual.

EMPLOYMENT-AT-WILL DISCLAIMER

This document is not a contract of employment and is not intended to create any contractual rights, either expressed or implied, between the District and its employees. The employment relationship is by mutual consent, and the employees have the right at any time to terminate their employment for any reason. The District reserves the right to terminate employees on this same basis, regardless of any statements, written or oral, by the District, or any of its employees or representatives that may seem to the contrary. Only the District’s Administrator has the authority to enter into an express and signed written agreement to the contrary. This disclaimer will not alter the District’s right to terminate employees at will. The practices and procedures described in this document are merely guidelines and may be changed or discontinued at any time, without prior notice by the

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**EEO POLICY STATEMENT**

The PLSLWD is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, recruitment, selection, layoff, disciplinary action, termination, compensation and selection for training. The PLSLWD will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission.

**DEFINITIONS OF EMPLOYMENT STATUS**

The District maintains standard definitions of employment status and classifies employees for purposes of personnel administration and related payroll transactions according to the following definitions:

**Full-Time/Exempt Employees**
Employees who are required to work forty (40) or more hours per week year-round in an ongoing position. In accordance with federal health care reform laws and regulations, 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. 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.

**Non-Exempt Employees**
Employees who are covered by the federal or state Fair Labor Standards Act. 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 workweek.

**Part-Time Employees**
Employees who are required to work less than forty (40) hours per week year-round in an ongoing position. In accordance with federal health care reform laws and regulations, 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. 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.

**Seasonal Employees**
Employees 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 or credit for seniority. In order to comply with health care reform law...
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 or, in some rare instances, may be offered health insurance to comply with federal health care reform laws and regulations while avoiding associated penalties.

**Temporary Employees.**
Employees 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 or credit for seniority. 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 or, in some rare instances, may be offered health insurance.

**STAFFING COMPLEMENT**

The total number of permanent positions authorized by the District in its budget document may, from time-to-time, be amended by the District upon recommendation of the District Administrator. Unless through promotion of an employee, all vacant positions must be filled with competitive recruitment. Selection of the qualified applicant will be determined by the appropriate supervisor/director and with the approval of the District Administrator. Part-time/temporary positions will not be included in the complement.

**NEPOTISM**

Relatives of District members or employees may not be employed or otherwise be engaged to perform services, where one relative (including by blood or marriage, or those in a close relationship similar to those related by blood or marriage) will, or may, exercise direct supervision or may otherwise directly influence the recruitment, employment, salary, fee or performance of another relative.

**INTRODUCTORY PERIOD**

Training begins on the employee’s first day of employment with an orientation process in which he/she will learn about District policies, procedures and meet co-workers. Then he/she will begin to learn the job by training with the supervisor or a co-worker. In the first few months, he/she will meet with the supervisor frequently to discuss progress and at six months, the employee will have a formal review.

**SEPARATION POLICY**

The District is an at-will employer. An employee may be terminated by the District or by the employee at any time, with or without cause.
**SEPARATION BY THE EMPLOYEE**

If an employee terminates employment, a written letter of resignation is requested. The District would expect him/her to notify their supervisor at least two (2) weeks prior to the final requested day of employment. Any additional notice given would be appreciated by the District.

Any employee who is absent from work for three consecutive days without notifying his/her immediate supervisor of the absence or the reason for it will be considered to have voluntarily resigned with forfeiture of any separation benefits.

**SEPARATION BY PRIOR LAKE/SPRING LAKE WATERSHED DISTRICT**

The District Administrator reserves the right to terminate employment, if in his/her discretion, the welfare or business needs of the District require such action.

The District may terminate an employee’s employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the District (except the Administrator), has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Any such agreement must be in writing and signed by both the employee and the District Administrator.

The District Administrator will determine when an employee's conduct will result in termination. Such conduct may include, but is not limited to: unsatisfactory job performance, absenteeism, tardiness, harassment and criminal conduct.

**LAYOFF**

The District Administrator may lay off regular employees due to shortage of work, lack of funds, elimination of positions, or any other reason. The District Administrator may lay off full or part-time temporary employees with no prior notice. Typically, regular employees will not be laid off while there are temporary or introductory employees serving in the same positions for which "regular" employees are qualified, eligible and available. Layoff decisions will be based on the District’s needs.

**ALL TERMINATIONS**

All records, documents and items obtained through work such as keys, this employee Policy Manual, work manuals, etc., belong to the District. They must be returned to the employee's supervisor prior to leaving, along with any copies. Former employees may not use any District information, employee information and other data owned by the District. Please refer to Confidential Information Policy on page 25.

Employees who are separated voluntarily or involuntarily may be requested to participate in an exit interview.
The language in this Personnel Policy Manual is not intended to nor does it create a contract between the District and any employee.

**BENEFITS OF TERMINATED EMPLOYEES**

An employee leaving the District will receive any accrued but unused accumulated paid time off (PTO) pay. The employee will also receive salary for each day worked after the last regular pay period computed at the current salary rate. Terminated employees may be entitled to elect Consolidated Omnibus Budget Reconciliation Act (COBRA) and continue their health and life insurance benefits, subject to applicable COBRA regulations and the terms of our benefit programs.

**CONDUCT POLICY**

In accepting District employment, employees become representatives of the District and are responsible for assisting and serving the citizens of the watershed. 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.

All employees are expected to:

- Perform assigned duties to the best of their ability at all times
- Render prompt and courteous service to the public at all times
- Read, understand and comply with the rules and regulations in this Personnel Manual
- Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and courtesy
- Report any and all unsafe conditions to their immediate supervisor
- Maintain good attendance while meeting the goals set by your supervisor

Occasionally, employees may have difficulty meeting their obligations. The District Administrator will deal with any problems on an individual basis. The District’s action will be based on its review of all the circumstances involved. Depending on considerations such as severity, nature, and other circumstances of an employee's offense, the disciplinary procedure may initiate with any of the disciplinary measures.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the Personnel Manual. Their supervisor and District Administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

The District may use a progressive discipline process with any employee. Documentation of disciplinary action taken will be placed in the employee’s personnel file with a copy provided to the employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate.
Oral Reprimand

This measure will be used when informal discussions with the employee have not resolved the matter. They are normally given for first infractions on minor offenses to clarify expectations and to put the employee on notice that the performance or behavior needs to change and what the change should be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

Written Reprimand

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior is not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand or both. A written reprimand will: state what happened; state what should have happened; identify the policy, directive or performance expectation that was not followed; provide history, if any, on the issue; state goals, including timetables and expectation for the future and indicate the consequences of recurrence.

The employee 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 are placed in the employee’s personnel file.

Suspension With or Without Pay

The District Administrator may suspend an employee without pay for disciplinary reasons. It may be followed with immediate dismissal. The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly afterwards. 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. If the allegation is proved 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.

Demotion and/or Transfer

An employee may be demoted or transferred if an attempt at resolving an issue has 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. The Board of Managers must approve this action.

Salary

An employee’s salary increase may be withheld or the salary may be decreased due to performance deficiencies.
**Dismissal**

The District Administrator, with the approval of the Board of Managers, may dismiss an employee for substandard work performance, serious misconduct or behavior not in keeping with the District’s standards. If the disciplinary action involved the removal of a qualified veteran, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

**GRIEVANCE PROCEDURE**

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

**Step 1:** The employee must present the grievance in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the personnel policies allegedly violated and the remedy requested, to the proper supervisor within twenty-one (21) days after the alleged violation or dispute has occurred. The supervisor will respond to the employee in writing within seven (7) calendar days.

**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 facts on which it is based, the provision or provisions of the Personnel Manual allegedly violated, and the remedy requested, by the employee to the District Administrator within seven (7) days after the supervisor’s response is due. The District Administrator will respond to the employee in writing within seven (7) 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.

**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:

1. 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.
2. Pay increases or lack thereof; and
3. Merit pay awards.
The above list is not meant to be all inclusive or exhaustive.

**STAKEHOLDER/CUSTOMER SERVICE**

The District works with a diverse group of stakeholders within the community including citizens, elected officials, local government staff, business owners and state and federal agency staff.

All employees must be service oriented and treat all staff and stakeholders in a courteous and respectful manner at all times. All employees have an obligation to represent the District in a positive fashion.

Employees are encouraged to report any stakeholder-related problems to the District Administrator or make suggestions for changes in the District's policies or operating procedures to solve problems.

Employees should be prepared to listen carefully to inquiries and complaints and then deal with them in a responsive, professional manner. If a controversy arises, the employee should attempt to explain the District's policy in a clear, yet deferential manner.

If a stakeholder becomes unreasonable or abusive and the employee cannot resolve the problem the stakeholder should be referred to the District Administrator.

**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 District Administrator. 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 role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

With the exception of routine events and basic information that is 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:

- 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.
- 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 he/she 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. Corrections must be issued when needed.
- Generally not include personal opinions in official District statements. One exception is communications related to promoting a District service. 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 computer, cameras, etc.) for District business. Employees should be aware that the data transmitted or stored may be subject to the Minnesota Government Data Practices Act.

Personal Communications and Use of Social Media

It is important for District employees to remember that the personal communications of employees may reflect on the District, especially if employees are commenting on District business. 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:

- Remember that what you write or post is public, and will be so for a long time. It may also be spread to large audiences. Use common sense when using email or social media sites. It is a good idea to refrain from sending or posting information or photos that you would not want your boss or other employees to read, or that you would be embarrassed to see in the newspaper. Keep in mind harassment, bullying, threats of violence, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, from home and on home computers.

- The PLSLWD expects its employees to be fair, courteous, and respectful to supervisors, co-workers, citizens, customers, and other persons associated with the District. Avoid using statements photographs, video or audio that reasonably viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm
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someone’s reputation or posts that could contribute to a hostile work environment on the basis of sex, race, national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, status with regard to public assistance or membership or activity in a local commission.

- If you publish something related to District business, identify yourself and use a disclaimer such as, “I am an employee of the PLSLWD. However, these are my own opinions and do not represent those of the PLSLWD.”
- District resources, working time, or official District positions cannot be used for personal profit or business interests, or to participate in personal political activity.
- Personal social media account name or email names should not be tied to the District.

DISRESPECTFUL BEHAVIORS

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

**Violent behavior:**

The use of physical force, harassment, bullying or intimidation.

**Discriminatory behavior:**

Inappropriate remarks about or conduct related to a person’s race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, familial status, or status with regard to public assistance.

**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, taking into account 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 their supervisor or the District Administrator.
Sexual harassment:

May consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwanted 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.

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.
- **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.

Possession and Use of Dangerous Weapons

Possession or use of a dangerous 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.

Employee Response to Disrespectful Workplace Behavior

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, are encouraged to follow the steps below.

**Step 1(a).** Politely, 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 or to the District Administrator. The
The language in this Personnel Policy Manual is not intended to nor does it create a contract between the District and any employee.

person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

**Step 1(c).** In the case of violent behavior, all employees are required to report the incident immediately to their supervisor or District Administrator. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor 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 with your supervisor, the next step is to report the incident to the District Administrator.

**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 within two business days to 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.** 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 his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

**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. The person being interviewed may have someone of his/her own choosing present during the interview. 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.

**Step 3.** The supervisor must notify the District Administrator about the allegations.

**Step 4.** As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

**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.
Special Reporting Requirements

When a supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the District Administrator who will assume the responsibility for investigation and discipline.

If the District Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the Chair of the Board of Managers and Board of Managers 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 who will undertake the necessary investigation. The District’s Attorney will report his/her findings to the Board of Managers, which will take the action it deems appropriate.

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

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 involved employees’ personnel files. 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).

Retaliation

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. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Off-Site Events

On occasion, employees may have the opportunity to participate in off-site events such as work related social gatherings, planning sessions, retreats, client meetings, or conferences. These settings, which may be more informal than our workplace, can facilitate new learning, creative thinking and camaraderie among employees and business or community colleagues. We expect that employees will demonstrate the same professional standards of behavior at these events as they would in the workplace. Two specific guidelines should be kept in mind:

- If alcoholic beverages are served, they must be consumed in moderation
- Harassment in any form will not be tolerated

**Liability for Harassment**

Any District employee who is found to have violated this policy is subject to disciplinary action, up to and including termination from employment. Employees may also be subject to personal legal liability for violation of this policy.

Employees wanting more information about our harassment policy or complaint process should contact a supervisor or the District Administrator.

**SAFETY AND SECURITY**

It is the policy of the District to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment free from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by the District or by federal, state, or local law.

**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.

**Reporting Accidents and Illnesses**

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

**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. Immediate supervisors will inform employees of any safety regulations that may pertain to specific jobs. All employees will recognize the following items:

**Personal Safety:** Employees are to use any tools, machines or equipment properly and conscientiously for their own safety and for the safety of their co-workers. Hard hats are required at all active worksites. Plan ahead and if the situation requires an additional person(s) for safety purposes, do not act unless the proper support is on site.
Facility Safety: Employees are to keep their working area neat and orderly. Observe all emergency detection/warning systems and report potentially dangerous conditions to their supervisor. Follow the facility’s safety policy.

Employees must also report to their supervisor any non-work related injury, illness, or prescription drug usage that may impact the employees’ ability to safely and effectively perform the essential functions of their job. Employees must obey all site safety provisions.

SECURITY

The District will make reasonable efforts to provide security for its property, its employees and authorized visitors to its premises and is not responsible for lost, stolen or damaged property.

Employees are expected to know and comply with the District's security procedures and are expected to report any violations or potential problems to the District Administrator. Employees violating security procedures will be subject to discipline up to and including termination. Any illegal acts committed by employees will be reported to law enforcement authorities.

VIOLENCE IN THE WORKPLACE

Acts of violence in the workplace will not be tolerated. Violence includes verbal threats of violence, intimidation or use of physical means to intimidate. This includes angry outbursts, loss of temper, throwing or pushing objects, or any action which may intimidate others.

Any instances of violence must be reported immediately to the District Administrator. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

All employees who seek or are the subject of a protective or restraining order which lists District premises as being protected areas must provide the District Administrator with a copy of all documents used to seek the order, a copy of any temporary order which is granted, and a copy of any permanent order.

DRUGS, NARCOTICS, AND ALCOHOL

- It is the policy of the District to maintain a workplace that is free from the effects of drug, narcotics and alcohol abuse. Employees are expected to be both mentally and physically fit for duty to ensure a safe workplace.

- Legal use of prescribed drugs is permitted on the job if it does not impair an employee’s ability to perform the essential functions of the job in an effective and safe manner.

Employees are prohibited from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, narcotics, or alcoholic beverages on District premises while working or operating District equipment and on premises outside of the building after scheduled work hours. In addition, the District prohibits the off premises abuse of alcohol and
controlled substances, as well as the possession, use, or sale of illegal drugs, when those activities adversely affect job performance, job safety, or the District's reputation in the community.

Employees will be subject to disciplinary action up to and including discharge for violations of this policy. Violations include but are not limited to possessing illegal drugs or narcotics, or consuming alcoholic beverages while on duty; illicit use of non-prescribed drugs; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on District premises. Employees, their possessions, and District issued equipment and containers under their control are subject to search and surveillance at all times while on District premises or while conducting District business.

Employees must report any criminal convictions for manufacturing, distributing, dispensing, possessing, or using controlled substances to the District Administrator within five (5) days of conviction.

SMOKE FREE ENVIRONMENT

The District has implemented a smoke free workplace policy that is based on the Minnesota Clean Indoor Air Act. It provides our employees and visitors with a clean, healthy environment. All District locations and vehicles are smoke free, which includes no e-cigarettes.

PERSONNEL RECORDS AND PRIVACY

Data Practices Advisory
Employee records are maintained in a locked/secure 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 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.

COMPUTER, E-MAIL and INTERNET USAGE

The integrity of the District's computer facilities, including central computers, terminals, printers and all associated equipment, is critical to our mission in providing the highest quality service to its customers. Accordingly, all employees having access to the District's computer equipment are required to comply with this policy. Violations of any part of this policy may lead to disciplinary action up to and including termination from employment.

All equipment and technology is the property of the District and therefore employees should have no right or expectation of privacy. All District passcodes should be available on the District’s Z drive.

Computers, e-mail and Internet access is provided by the District to assist employees in
completing their work, improving their efficiency and obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive computer usage.

Computers (including the e-mail system, Internet access, computer files, and software furnished to employees) are the property of the District, and are intended for business use. As a result, employees have no right to privacy for any uses to which they may put the computers (including the e-mail system, Internet access, computer files, and software furnished to employees) we have provided them. Similarly, the District reserves the right to monitor any and all use to which our equipment, networks, or resources may be put, regardless of whether the use is personal in nature, or occurs during non-working time. Employees should not use a password, access a file, or retrieve any stored communication unless authorized to do so.

While computer usage (including e-mail and Internet access) is intended for job-related activities, incidental and occasional brief personal use may be permitted within reasonable limits. However, where possible, such use should be confined to nonworking times such as lunch, or before or after work, and should not interfere with an employee’s performance of his or her job. Similarly, employees making personal use of computers should not download large files, access streaming audio / video, or visit social networking sites or chat rooms. Employees who are found to have abused these privileges are subject to suspension of Internet/e-mail privileges, and/or discipline, up to and including termination.

GUIDELINES
Social Networking Websites

Employees are prohibited from posting any information that might be considered confidential, proprietary, or a trade secret with respect to the District or any of our customers, clients, partners, or vendors. Unless such behavior is otherwise protected by law, employees should refrain from posting any information that is negative or disparaging regarding the District or any of our customers, clients, partners, or vendors. Similarly, employees should avoid making any posts that may reflect poorly (directly or indirectly) on the employee as a representative of the District.

Employees are also prohibited from providing references or endorsements of any kind regarding former or current the District employees. Any such references or endorsements should be given only with the express permission of the District Administrator.

Consequences for Policy Violations

Abuse of the computer, Internet and e-mail system access provided by the District will result in suspension of Internet/e-mail privileges, and/or disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. Employees should notify their immediate supervisor or any member of management upon learning of violations of this policy.

The equipment and technology provided to the District employees remain at all times the
property of the District. To ensure compliance with this policy, the District reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our computers and stored in our computer systems. All data that is composed, transmitted, or received via our computer system is considered to be part of the official records of the District and, as such, is subject to disclosure to law enforcement or other third parties.

**ELECTRONIC COMMUNICATIONS**

The District's employees communicate with each other and non-employees in a variety of ways including, but not limited to, e-mail and communication systems such as voice mail, faxes and telephone conferencing. The District provides these systems for business use to employees during the course of their employment. Excessive use of the electronic communication systems for personal business is not permitted and personal use shall not occur during work time. Electronic communications systems are considered the District's property and constitute business records. These communications are not considered private and may be monitored, observed, tracked or otherwise accessed by the District at any time, with or without notice at the sole discretion of management in accordance with applicable laws. An employee’s use of the District’s communications system is considered consent to such monitoring or other access. The District reserves the right to override passwords or codes for District business. Employees are expected to provide all passwords or codes upon request.

Electronic communications may be stored and otherwise used or forwarded as determined by the District. The District retains the sole right to implement and execute data retention and deletion systems. Employees shall not delete data unless authorized to so do.

Employees who misuse these systems, or allow others to, may be subject to disciplinary action, up to and including termination. The District assumes no liability, vicarious or otherwise, for any employee misuse of the District’s electronic communication systems.

**GUIDELINES**

- All electronic communications should be kept professional in style and content.

- Data that is not public may not be sent through electronic communications systems outside the District or to employees outside the scope of their employment.

- The District's Equal Employment Opportunity, Sexual Harassment and Solicitation policies apply to all forms of communication, including the use of all electronic communication systems. The use of electronic communication systems to send data or other information that may violate these policies is prohibited.

- Employees are not permitted to override District personal passwords or other protective devices without his or her supervisor's authorization.
BULLETIN BOARDS

The District will post important messages relating to employment benefits or compensation, and position openings in the lunchroom in City Hall. Employees are urged to take notice of these postings whenever they appear. Employees should not post personal items on the bulletin board. Any inappropriate material is subject to removal from the posting area by management.

OUTSIDE EMPLOYMENT

All employees are expected to conduct their private business and personal activities in a manner that avoids conflict of interest either with the District or its customers. A conflict of interest can generally be described as a situation in which loyalty is, or may appear to be, divided between self-interest or the interests of a third-party and the interests of the District.

The job with the District must take priority over any other outside employment, and any outside employment should not interfere with scheduling or job duties with the District.

Any outside employment should be reported to the District Administrator.

POLITICAL ACTIVITY

Employees may not use the influence of their positions for the purpose of interfering with or affecting the result of an election or a nomination for elective office. Employees may not use the influence of their position to directly or indirectly coerce, command, or persuade others to pay, lend, or distribute anything of value to a political party, political committee or organization, agency, or person for a political purpose. Furthermore, employees may not be a candidate or hold office won through partisan election.

Any employee intending to become a candidate for partisan elected office shall resign from District employment upon filing for partisan elective office, or shall request a leave of absence without pay which the District Administrator may grant if it is deemed that such leave would not be detrimental to the best interest of the District.

Any employee intending to become a candidate for non-partisan elected office shall notify the District Administrator in writing prior to the day of filing. Upon assuming a non-partisan or appointed public office, an employee shall notify the District Administrator in writing. If the holding of a non-partisan public office necessitates service which interferes with the performance of the employee's District duties, the employee shall be terminated or put on leave of absence without pay at the discretion of the District Administrator.

SOLICITATIONS

The District prohibits sales or solicitations for charitable organizations and from distributing literature in working areas without special permission provided by the District Administrator.
PERSONAL APPEARANCE

The District is in the business of servicing the needs of its community. The professional appearance of our employees is important to the District and our visitors.

Employees are expected to dress in a professional manner.

The District Administrator is responsible for seeing that employees are appropriately attired while performing District duties. An employee may be sent home to change in the case of inappropriate attire. If an employee has questions or concerns regarding the definition and specifics of business attire, he/she should speak with the District Administrator.

PERFORMANCE REVIEW

The District's performance evaluation program combines factual and objective appraisals of the employee and their work performance to serve as aids to future advancement. A review of employee's strengths and areas for improvement will allow evaluation of their efforts so they and the District can capitalize on the employee’s favorable qualities.

Review of new hires will generally be held shortly after the completion of 6 months in accordance with the introductory period policy. All other employees will normally be reviewed once a year. However, performance reviews may be scheduled at any time throughout the year based on individual circumstances and performance improvement plans.

SALARY ADMINISTRATION

SALARY RANGES

Each position will be assigned to a grade and a salary range in accordance with the salary administration plan. If an employee has a question about their salary range, they should see the District Administrator for that information.

SALARY RATES AND LIMITS

Salaries paid to individual employees shall be within the salary range for the position. An employee's salary rate may not exceed the maximum of the salary range, except in an extreme case which must be approved by the District Administrator.

SALARY INCREASES

Employees may advance through the salary range in accordance with the District's system of pay-for-performance. All performance increases will be based on the employee's performance review and will be effective as authorized by the District Administrator.
SAALARY

Compensation adjustments in addition to salary increases may be awarded in a form and manner determined by the District Administrator, based upon merit or the employment market.

PAYROLL AND TIME CARDS/SHEETS

Non-exempt employees are required to keep a record of their time worked each day. Time worked will not necessarily be the same as our normal business hours; therefore, actual time worked must be recorded. Time card/sheets are to be completed for each day. Employees must show the total hours worked for that day and week, excluding lunch/meal time. Both non-exempt and exempt employees must record absences due to illness, vacation, doctor/dentist appointment, holidays, etc. on your time card/sheets. Exempt employees must also keep a record of time worked per activity area for project and budget tracking purposes.

Non-Exempt employees will be paid for actual time worked, excluding any lunch/meal time. The employee is completely relieved from work duty during lunch/meal time and breaks.

Each employee completing a time card/sheet must complete and sign his or her own time card and are responsible for the honesty and accuracy of the reported working hours. Discrepancies between reported and actual working hours may lead to disciplinary action up to and including termination.

It is the employees’ responsibility to ensure the accuracy of their time worked, and employees should immediately report any mistakes or corrections they become aware of. If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Dated, completed, and signed time cards/sheets should be turned in promptly at the end of the bi-weekly period. The District will be as helpful as possible in making changes as may be necessary in the withholding of federal and state taxes or voluntary deductions from your paychecks. The District Administrator should be notified immediately of a change in exemptions, marital status, or change of address. Voluntary deductions should be changed only when absolutely necessary and when it’s in accordance with the timeline of the benefit administrator to make a change.

Employees are paid bi-weekly. A workweek begins Saturday morning at 12:01 a.m. and ends Friday night at midnight.

Employee attendance at lectures, meetings and training programs will be considered hours of work if management requires such attendance.

Employees’ pay can be directly deposited into a checking account or savings account or issued in check form, whichever the employee prefers. Employees will receive a deposit notification slip or check each payday; the deposit notification slip/check will show (1) the gross wages received, and (2) all deductions from gross wages (e.g. deductions for federal and state income tax, social security (i.e. FICA) and any other deductions authorized by the employee).
OVERTIME

It is the District's policy to avoid overtime as much as possible with flexible department scheduling designed to meet the employee's and the District's needs. When this is not possible, overtime will be paid to non-exempt employees at the rate of one and one-half times the employee's hourly rate for time worked over forty hours in a work week. Supervisory approval is required prior to working overtime hours.

Overtime will only be paid for hours actually worked in excess of 40 hours; paid time off, such as sick days, holidays and vacation is not counted as hours actually worked. During a week when employees are granted a holiday or other paid time off, straight time will be paid for that week. If the employee actually worked more than 40 hours without including one of the above days, the employee will then be paid overtime.

WORKING HOURS

Working hours are determined according to the needs of each department by the District Administrator. Individual schedules may vary according to the needs of the department and may be changed or adjusted as necessary and with the Administrator’s approval. Employees are expected to be punctual. The normal workweek for full-time, non-exempt employees is 40 hours, working less than 40 hours will result in pay for actual time worked. The normal workweek for full-time, exempt employees is 40+ hours per week. Office hours are generally 8:00 a.m. to 4:30 p.m. Monday through Friday, except for evening meetings and holidays. A compressed workweek schedule is an option for regular full-time employees provided that the supervisor approves it in advance and the office is staffed adequately.

NORMAL WORK YEAR, DAY and WEEK

2,080 hours shall constitute a normal work year, eight hours of work shall constitute a normal work day and forty hours a normal work week for full-time employees. The District Administrator shall prescribe the actual hours of employment for all employees of the District.

COMPENSATORY TIME

- Employees in the exempt classification of the District are generally not eligible for compensatory time. However, the District Administrator may grant compensatory time off for exempt classified employees if, in his/her discretion, the workload has been unusually demanding. Compensatory time will not be paid out upon termination of employment.

- Non-exempt employees cannot receive compensatory time since they must be paid for all hours worked.
ATTENDANCE AND PUNCTUALITY

Regular attendance is an essential condition for employment.

Employees should notify the District Administrator as far in advance as possible (no later than the employee's regular start time) when they are unable to report for work, know they will be late, or must leave early. Such notification should include a reason for the absence and an indication of when the employee can be expected to return to work.

If an absence continues for more than one working day the employee should report daily to the District Administrator regarding their status.

Absence and tardiness become a part of the employee's record and are factors in evaluating performance, considering salary adjustments and promotions. Excessive or improperly explained absence or tardiness is considered a basis for disciplinary actions up to and including termination.

Exceptions to this attendance policy may be made for employees who request reasonable accommodations (including reasonable leaves of absence) for a disability, to the extent such accommodations do not pose an undue hardship on the District.

LUNCH PERIODS AND BREAKS

Employees scheduled to work at least 8 hours will be eligible for a lunch period. Lunch periods generally consist of 30 minutes of unpaid time.

- Employees may take breaks twice per day for 10 minutes each. These breaks should not conflict with lunch hours. Part-time employees scheduled to work at least 4 hours will be eligible for one 10-minute break. The employees who choose to remain at their job during breaks are not entitled to leave before the normal quitting time and will not receive extra pay for the time worked. The 10-minute breaks are paid time.

TRAVEL POLICY

Business travel must be approved in advance and should be engaged in and reimbursed according to the guidelines below.

GUIDELINES

- Employees holding jobs that require extensive travel are expected to travel as a condition of employment.

- The District Administrator must approve any employee travel in advance. Under normal circumstances, employees should make all travel arrangements for transportation and lodging as specified by the District.

- The District may issue guidelines specifying or restricting travel bookings requirements.
Under normal circumstances, employees should use the most expedient mode of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments.

- Employees should provide the District Administrator with a copy of their itinerary before leaving on business travel.

- Employee expenses for approved travel, meals and miscellaneous expenses will be paid or reimbursed when properly documented by the employee and approved by the Administrator. Employees who know or anticipate that they will have a special request for travel expense i.e. auto reimbursement, should seek approval for the expense from the District Administrator before the expense is incurred. Any travel expenses deemed unreasonable relative to the circumstances will not be paid or reimbursed and are the employee's personal responsibility. In addition, employees will not be reimbursed for the travel expenses of their spouse. The District Administrator will set mileage and meal reimbursement rates in accordance with rates set forth by the IRS.

- Time spent on the job or in training during normal working hours by non-exempt employees is considered hours worked for pay purposes.

- Employees traveling on District business are representatives of the organization and are expected to maintain a high level of professionalism and follow all of the District's policies and rules.

- Mileage, with personal vehicle for the District business during normal business hours, will be reimbursed. The rate is based on the most current rate set forth by the IRS for the use of personal automobile for District business.

Typically, only expenses that are reasonable, timely submitted, approved in advance, and supported by receipts will be reimbursed, and that for any other expenses reimbursement may be denied.

**INCLEMENT WEATHER**

Each employee is expected to come to work during inclement weather conditions unless management has declared an emergency closing. Each employee, however, should use his/her own best judgment about his/her personal safety on days an emergency closing has not been declared.

**OFFICE CLOSING**

In the event an emergency situation exists at the start of a workday or continues from the previous day and the office is closed for all or part of the day, all employees scheduled to work during the period of closing will receive their regular pay. When the office is open, employees who do not report for work will not be paid unless they are able to work from home. However, at the employee's request the day or days may be paid with unused PTO time rather than unpaid time.
EARLY CLOSING

If the emergency situation develops or worsens during the workday, management will determine if and when the regular workday should end at an earlier time than normal. When this occurs:

- Employees who are at work and are excused for the balance of the day will be paid for the full workday.
- Employees who choose to leave work prior to the designated dismissal time are paid only for the hours worked.
- Employees who are absent for the entire workday for any reason will be charged with the designated paid time off for the entire normal workday. Accrued Paid Time Off (PTO) can be used.
- If an employee wishes to work from home, the District Administrator must approve.

The District Administrator is responsible for establishing procedures for notifying employees regarding office closing.

PAID TIME OFF (PTO)

The District has designed a program to provide time away from work with pay for full-time employees and part-time employees who work on average of 20 or more hours per week. Employees can use this paid time off plan in a number of different ways:

- As vacation
- For personal business
- For funeral leave (see separate section)
- For brief period(s) of illness for the employee or his/her children
- For doctor or dental appointments
- To supplement military reserve pay

ELIGIBILITY

Full-time and part-time (work an average of 20 or more hours a week) employees begin building paid time off on the first day of the pay period following their date of hire, except if their employment date is the first working day of the pay period, in which case they begin accruing immediately.

- Employees will be eligible to use paid time off at the beginning of the month following the completion of six months of employment.
- Part-time employees who work an average of 20 hours per week will accrue their paid time off on a prorated basis.
- In the case of a new employee who experiences a significant need during the first six months of employment, paid time off may be advanced from the account.

- Part-time employees who accept full-time employment will have prior service credited on a prorated basis for determination of the paid time off accrual rate at the time of full-time employment.

**PAID TIME OFF (PTO) PLAN**

**TIME ACCRUAL SCHEDULE**

Employees accrue paid time off each month, based on the following schedule:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>HOURS EARNED PER PAY PERIOD</th>
<th>HOURS EARNED PER YEAR</th>
<th>MAXIMUM HOURS ALLOWED TO CARRY FORWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 3</td>
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<td>156</td>
<td>312</td>
</tr>
<tr>
<td>4 - 9</td>
<td>8</td>
<td>208</td>
<td>312</td>
</tr>
<tr>
<td>10 - 14</td>
<td>9</td>
<td>234</td>
<td>312</td>
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<tr>
<td>15 - 19</td>
<td>10</td>
<td>260</td>
<td>312</td>
</tr>
<tr>
<td>20+</td>
<td>11</td>
<td>286</td>
<td>312</td>
</tr>
</tbody>
</table>

PTO is accrued on a per-pay period basis and may be used following the pay period in which it was earned. Accrued paid time off will be carried forward into the next calendar year, subject to the maximum stated above.

- If an employee is laid off or absent due to illness or injury, he or she will accrue PTO on a pro-rated basis for any time worked in the last pay period worked.

- If an employee terminates employment before the last day of the pay period, he or she receives credit on a pro-rated basis for that pay period.

- Paid time off does not accrue during the time an employee is using unpaid family and/or medical leave.

- The District reserves the right to request a doctor’s note to support an absence for illness in excess of three days.
The District Administrator may negotiate PTO as part of the initial employment agreement.

**USE OF PAID TIME OFF**

Employees are encouraged to use paid time off and to use it wisely and keep a reserve of accrued time to use for unexpected events.

1. Employees must first have prior approval from the District Administrator if they plan to use three or more hours of paid time off, except in the case of illness.

2. The District Administrator will give consideration to the amount of work at that particular time and the number of employees who will be out of the District at that time. There may be times when an employee will not be able to use a paid time off day as requested.

3. In the case of PTO used for illness, the employee must call or email the District Administrator prior to the start of the workday to inform of the absence.

4. Paid time off may be taken in increments of two-hour segments.

5. The maximum approved PTO hours used annually per employee shall not exceed the employee’s normal annual PTO accrual. In unusual circumstances the District Administrator will give special consideration to an employee request to use a greater number of PTO hours off.

**HOW PAID TIME OFF IS PAID**

1. Employees on a medical leave of absence are required to use some or all of their paid time off days during their leave of absence, pursuant to the applicable leave policy.

2. If an employee terminates or is terminated after six months of employment, the accrued paid time off value will be paid to the employee. Paid time off days may not be used by the employee in lieu of notice of termination.

3. If an employee dies, the spouse or survivors will receive payment of the paid time off account value.

4. If an employee reaches the maximum days carried forward, they must use their additional accrued time off before January 1st, or it will be forfeited unless approved in advance by the Administrator.

**HOLIDAYS**
Full-time employees and those working a minimum of 20 hours a week are eligible for holiday pay immediately upon employment. The 12 holidays that may be observed each year are:

* New Year's Day
* Martin Luther King's Birthday
* President's Day
* Memorial Day
* Independence Day
* Labor Day
* Veteran's Day
* Thanksgiving Day
* Day after Thanksgiving Day
* Christmas Eve Day
* Christmas Day

### ADDITIONAL HOLIDAY POLICIES

Employees must generally work their regularly scheduled shift before and after the holiday to receive holiday pay. Employees on a leave of absence will not qualify for holiday pay. Employees on pre-approved PTO will receive the paid holiday and will not be charged for a day of PTO.

- When New Year's Day, Independence Day, Columbus Day, Christmas Eve Day or Christmas Day fall on Sunday, the following Monday will be the holiday for all regular full-time employees. If any of these four holidays fall on a Saturday, the preceding Friday will be considered the holiday.

- Holiday pay for full-time employees will be equal to the employee's normal scheduled hours and earnings excluding overtime.

- Holiday pay will be granted to part-time employees, working a minimum of 20 hours per week, and who have been scheduled to work on the day the holiday falls, will be paid on a prorated basis for that day.

- Holiday pay is not considered hours work for overtime purposes.

- If the holiday falls during an employee's time paid in accordance with the PTO policy, another paid day is provided at the time of the employee's approved request.

### RELIGIOUS HOLIDAYS

Every effort will be made to accommodate an employee who requests time from work to celebrate religious services and holidays. This does require advance notice and approval by the employee's supervisor. If a religious holiday is other than those outlined above, the employee may be paid for that time off in accordance with the PTO policy.

### FAMILY AND MEDICAL LEAVE

The District is subject to the Family and Medical Leave Act (FMLA) and will follow the guidelines of the League of Minnesota Cities (attached). The FMLA provides employees with up to 12 workweeks
of unpaid, job protected leave a year and requires health benefits to be maintained during the leave as if employees continued to work instead of taking leave.

To be eligible for FMLA, an employee must:

- Have worked for that employer for at least 12 months; and
- Have worked at least 1250 hours during the 12 months prior to the start of the FMLA leave.

**BENEFITS WHILE ON LEAVE**

Medical and other insurance benefits are paid by the District. While the employee is on unpaid leave, the Administrator or the Board may extend unpaid leave beyond 20 work weeks without extending District payment of benefits. In this event, the employee may elect to continue group insurance coverage at his or her own cost, which must be paid in full each month. The District will bill employees for such coverage and indicate the amount, the location to which the premiums are sent and the date by which they must be received. An employee requesting a family or medical leave should contact his/her supervisor for the appropriate forms.

**SPECIAL LEAVES**

**FUNERALS**

Employees who need to take time off due to the death of an immediate family member should notify their supervisor immediately. Paid bereavement leave will be provided to full-time and part-time employees according to the following schedule:

- Paid up to 3 days for the death of the employee’s spouse, parent, sibling or child (or their spouse’s parent, sibling or child).
- Paid up to 1 day for the death of the employee’s (or their spouse’s) niece, nephew, aunt, uncle or grandparent.

Funeral pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation.

In addition, necessary time off for travel shall be granted upon request of the employee when, in the judgment of the District Administrator, such additional time is warranted. If additional time is needed, PTO may be used, or a leave of absence without pay may be granted upon request of the District Administrator.

**SCHOOL LEAVE**

Employees who work an average of at least 20 hours per week are allowed up to 16 hours per year of unpaid leave to attend school conferences or school-related activities related to the employee's children, provided the conferences or school-related activities cannot be scheduled during non work hours. If the employee's child receives child care services or attends a pre-kindergarten regular or special education program, the employee may use the leave time provided in this section to attend a
conference or activity related to the employee's child, or to observe and monitor the services or program, provided the conference, activity, or observation 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 the operations of the District.

An employee may use accrued paid time off for any part of the special school leave.

**MILITARY PERSONNEL INJURED / KILLED IN SERVICE LEAVE**

The District is subject to the Family and Medical Leave Act (FMLA) and will follow the guidelines of the League of Minnesota Cities (attached).

**MILITARY CEREMONY LEAVE**

Unless doing so would unduly interrupt our operations, all employees are entitled to up to 1 working day of leave of absence without pay for the send-off or homecoming ceremonies of family members (i.e., parents, legal guardians, siblings, children, grandchildren, spouses, fiancés, or fiancées) who have been ordered into active service in support of a war or other national emergency.

An employee may use accrued paid time off for any part of the special leave.

**COURT SERVICE AND JURY DUTY**

**COURT SERVICE**

When employees are called for court service on other than District business (not jury duty) under summons or subpoena, they will not receive pay.

**JURY DUTY**

Regular full-time and part-time employees will be granted paid leaves of absence for 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. The District will approve Jury Duty leave up to four weeks.

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 their supervisor 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
The language in this Personnel Policy Manual is not intended to nor does it create a contract between the District and any employee.

jury duty and pay form is completed by the clerk of court 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 a leave without pay subject to department head approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

VOTING

Every employee who is eligible to vote in a regularly scheduled state primary election, general election, election to fill vacancy in state legislature or U.S. Congress, or presidential primary has the right to be absent from work for the purpose of voting during the day of that election for a period of up to two hours, without penalty or deduction from wages because of the absence. Employees should notify his/her supervisor in advance of the need to use this time. Employees are also encouraged to vote during non-working hours, if possible.

JOB POSTINGS

Scope
The District Administrator or a designee will manage the hiring process for positions within the District. The District Administrator or designee will determine if a vacancy will be filled through an 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.

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. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position. The deadline for application may be extended by the District Administrator. Unsolicited applications will not be kept on file.

MEMBERSHIPS

The District will support a reasonable level of active memberships of employees in those business and professional organizations that serve to strengthen the District's ability to conduct its business or maintain its image in the community. The District Administrator will review the cost of membership and time required to be active and will support the membership at his/her discretion.

These memberships will be provided to those employees having key functional responsibilities that require these memberships.
ELIGIBILITY

In order for the District to consider payment of membership dues for employees, the following criteria must first be met:

1. Does the membership benefit the District?
2. Will the employee be an active participant in the organization?
3. Are membership dues and other expenses within reason?

If an employee has an interest in pursuing a membership in an organization which meets the above requirements and would like to request that the District pay for the membership and other expenses involved with the membership, the employee must obtain approval from the District Administrator.

Payments by the District are limited to initiation fees, annual dues, and the cost of a lunch or dinner in connection with local meetings. Special approval must be received from the District Administrator before the District pays fees and travel expenses to out-of-town conferences.

TRAINING AND DEVELOPMENT REIMBURSEMENT

The District encourages you to improve your work-related skills and abilities through training and development. The District requires you to receive prior approval from the District Administrator and restricts training to those sessions that will be applicable to your present position.

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:

Job-Related Training & Conferences

The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee’s work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related. CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will 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.

Request for Participation in Training & Conferences

The language in this Personnel Policy Manual is not intended to nor does it create a contract between the District and any employee.
The request for participation in a training session or conference must be submitted in writing to the employee’s supervisor on the appropriate form. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee’s work responsibilities with the District.

Requests totaling more than $75.00 must be approved by the employee’s supervisor 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.

**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 District Administrator.

**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.

**EMPLOYEE BENEFITS**

The District makes a competitive monthly contribution toward group health, dental, and life insurance benefits. Employees are encouraged to look closely at this contribution as part of their overall compensation package with the District.

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.

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 pay check for Social Security and Medicare (the District matches the employee’s Social Security and Medicare withholding).
The language in this Personnel Policy Manual is not intended to nor does it create a contract between the District and any employee.
RECEIPT OF PERSONNEL POLICY MANUAL

I have received a copy of the Prior Lake/Spring Lake Watershed District Personnel Policy Manual dated ______ and I understand it and know I can contact the District Administrator with questions.

I further understand that the policies and procedures contained in this Manual do not constitute part of an employment contract, nor are they intended to make any commitment to any employee concerning how individual employment action can, should, or will be handled.

__________________________________________________
Employee Signature                                                                                       Date

__________________________________________________
Received By                                                                                                  Date

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Special thanks to Penelope J. Phillips with the law firm of Felhaber Larson for her expertise and collaboration with the League of Minnesota Cities on this model FMLA policy.

The Family and Medical Leave Act provides employees with up to 12 workweeks of unpaid, job-protected leave a year, and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave.

The FMLA applies to all public agencies, including state, local and federal employers, and local education agencies (schools). To be eligible for FMLA leave, an employee must work for a covered employer and

- have worked for that employer for at least 12 months; and
- have worked at least 1,250 hours\(^1\) during the 12 months prior to the start of the FMLA\(^2\) leave; and

Districts should ensure all their FMLA certification forms include “safe harbor” language under the Genetic Information Nondiscrimination Act (GINA), which notifies employees and their medical providers they should not provide “genetic information” when responding to a request for certification. If your forms do not include such language, please add the following to your forms:

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
Family and Medical Leave

Eligibility

To qualify to take FMLA leave under this policy, an employee must meet all of the following conditions:

- Have worked for the District for 12 months (or 52 weeks) prior to the date the leave is to commence. The 12 months or 52 weeks need not have been consecutive; however, the District will not consider any service 7 years prior to the employee’s most recent hire date.

- Have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (“FLSA”) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

Types of Leave Covered

Leave will be granted to all eligible employees (male and female) for any of the following reasons:

- The birth of a child, including prenatal care, or placement of a child with the employee for adoption or foster care;

- To care for a spouse, child or parent who has a serious health condition;

- Due to a serious health condition that makes the employee unable to perform the essential functions of the position; and

- A covered military member’s active duty or call to duty or to care for a covered military member (Military Caregiver and Qualified Exigency Leave) (described below).

Definitions

- "Caring" for a covered family member includes psychological as well as physical care. It also includes acquiring care and sharing care duties.

- An eligible "child" is defined as a person under 18 years of age (or a person incapable of self-care because of a physical or mental disability) who is a biological, adopted, foster, or step child, a ward of the employee, or a person with whom the employee is charged with a parent's rights, duties and responsibilities.
• “Spouse” does not include domestic partners or common-law spouses.

• An eligible "parent" includes a biological parent or a person who was charged with parental rights, duties and responsibilities over the employee when the employee was under the age of 18; “parent” doesn’t include in-\textsuperscript{8} laws.

• “Serious Health Condition” as defined under the FMLA means an illness, injury, impairment, or physical or mental condition that involves one of the following:
  
  • Hospital Care: Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
  
  • Pregnancy: Any period of incapacity due to pregnancy, prenatal medical care or child birth;
  
  • Absence Plus Treatment: A period of incapacity of more than three consecutive calendar days that also involves continuing\textsuperscript{9} treatment by or under the supervision of a health care provider.
  
  • Chronic \textsuperscript{10} Conditions Requiring Treatments. An incapacity from a chronic condition which requires periodic visits for treatment by a health care provider, continues over an extended period of time and may cause episodic rather than a continuing period of incapacity;
  
  • Permanent/Long-term Conditions Requiring\textsuperscript{11} Supervision;
  
  • Multiple Treatments: Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care\textsuperscript{12} provider.
  
  • “Incapacity” means inability to work, attend school or perform other regular daily activities.

Length and Amount of Leave

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period. The leave year is calculated based on a \_________. (Rolling\textsuperscript{13} backward) (Fixed or calendar\textsuperscript{14} date) (Looking\textsuperscript{15} forward).\textsuperscript{16}

The entitlement to FMLA leave for the birth or placement of a child for adoption expires twelve (12) months after the birth or placement of that child.
How Leave May be Taken

FMLA leave may be taken in 12 (or less) consecutive weeks, may be used intermittently (a day periodically when needed) or may be used to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks.

Intermittent Leave may be taken when medically necessary for the employee’s serious health condition or to care for a seriously ill family member. Intermittent leave must be documented in the medical certification form as medically necessary.

If an employee is taking leave intermittent or leave on a reduced schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to not disrupt the District’s business.

In instances when intermittent or reduced schedule leave for the employee or employee’s family member is foreseeable or is for planned medical treatment, including recovery from a serious health condition, the District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

Intermittent/reduced scheduled leave may be taken to care for a newborn or newly placed adopted or foster care child only with the District’s approval.

Notice

All employees requesting FMLA leave must provide written or verbal notice of the need for the leave to ______________.

When the need for the leave is foreseeable, the employee must give verbal or written notice to his/her supervisor at least thirty (30) days prior to the date on which leave is to begin.

If thirty (30) days’ notice cannot be given, the employee is required to give as much notice as practicable, including following required call-in procedures.

If an employee fails to give thirty (30) days’ notice for a foreseeable leave with no reasonable explanation for the delay, the leave may be denied until thirty (30) days after the employee provides notice.
Certification and Documentation Requirements
For leave due to an employee’s serious health condition or a family member’s, the District will require the completion of a Medical Certification form by the attending physician or practitioner. The form must be submitted to the District Administrator within fifteen (15) calendar days after requested. If the form is not submitted in a timely fashion, the employee must provide a reasonable explanation for the delay. Failure to provide medical certification may result in a denial or delay of the leave.

The District may require an employee obtain a second opinion from a provider which the District selects. If necessary to resolve a conflict between the original certification and the second opinion, the District may require the opinion of a third doctor. This third opinion will be considered final. An employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

When Leave is due to an employee’s own serious health condition, a fitness for duty certification (FFD) may be required before an employee can return to work. Failure to timely provide such certification may eliminate or delay an employee’s right to reinstatement under the FMLA.

If an employee is using intermittent leave, and reasonable safety concerns exist regarding the employee’s ability to perform his or her duties, a FFD certificate may be required as frequently as every 30 days during periods when the employee has used intermittent leave.

Recertification
Recertification of the need for leave may be required if the employee requests an extension of the original length approved by the District or if the circumstances regarding the leave have changed. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

Reinstatement
Employees returning from Family and Medical Leave will be reinstated in the same position or a position equivalent in pay, benefits and other terms and conditions of employment.

An employee's reinstatement rights are the same as they would have been had the employee not been on leave. Thus, if an employee's position would have been eliminated or an employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Notice of Intent to Return from FMLA Leave
The District requires an employee on FMLA leave to report periodically on the employee’s status and intent to return to work.
Effect on Benefits

An employee granted leave under this policy will continue to be covered under the District's group health and dental insurance plan under the same conditions and at the same level of District contribution as would have been provided had they been continuously employed during the leave period. All paid benefits run concurrently with unpaid FMLA benefits. For example, STD benefits, if available, will run concurrently with unpaid FMLA leave so that an employee will receive STD benefits while taking up to 12 weeks of FMLA leave. If there are changes in the District's contribution levels while the employee is on leave, those changes will take place as if the employee were still on the job.

The employee will be required to continue payment of the employee portion of group insurance coverage while on leave. Arrangements for payment of the employee's portion of premiums must be made by the employee with the District.

Failure to Return to Work after FMLA

Under certain circumstances, if the employee does not return to work at the end of the FMLA leave for at least 30 calendar days, the District may require the employee to repay the portion of the monthly cost paid by the District for group health plan benefits. The District may also require the employee to repay any amounts the District paid on the employee’s behalf to maintain benefits other than group health plan benefits.

If an employee does not return to work following 12 weeks of FMLA leave, the employee may be subject to COBRA continuation.

If the employee fails to pay the District a portion of the premiums for which he or she is responsible during the FMLA leave and the employee fails to return to work, coverage may end. Loss of coverage for failure to pay premiums is not a qualifying event for purposes of continuation coverage under COBRA.

If the employee does not return from the FMLA leave and coverage ended sometime during the FMLA leave due to lack of payment, there is no COBRA election available. For COBRA to apply, the employee must have been covered on the day before the qualifying event. In this situation, the qualifying event would occur at the time the employee did not return from the leave.

Activities Prohibited During FMLA

While on leave, an employee may not engage in activities (including employment) which have the same or similar requirements and essential functions of an employee’s current position.

While on leave, an employee may not engage in any activity that conflicts with the best interests of the District. Such conduct will result in disciplinary action up to and including termination of employment.
Seniority

Seniority does not accrue during any period of unpaid FMLA except as allowed when the leave is covered by worker’s compensation). However, seniority accrued prior to commencement of FMLA leave will not be lost.

Use of Accrued Paid Leave or Compensatory Time During Family and Medical Leave

Prior to taking unpaid FMLA leave employees must use all accrued sick leave, vacation leave (annual leave) and compensatory time prior to taking an unpaid leave unless their medical condition/injury is covered by worker’s compensation or the absence qualifies under the state Parental Leave law (see Parental Leave Policy).

Any paid disability leave benefits or sick leave available to employees for covered reason (an employee’s serious health condition or a covered family member’s serious health condition, including workers’ compensation leave (to the extent that it qualifies) will run concurrently with FMLA.

Additional Leave

Employees who cannot return from an approved FMLA leave at the end of the approved leave period may request an extension (up to the maximum of twelve (12) weeks allowed under FMLA). If the twelve (12) FMLA weeks have already been used, the employee can request to go on a regular unpaid leave of absence. If approved, before unpaid leave begins the employee must use any accrued sick leave, compensatory time, or vacation leave (annual leave) that remains. If the leave is approved and unpaid, the employee will be required to pay the full cost of all group insurance, as provided under COBRA, in order to continue coverage.

If the unpaid leave of absence is not approved or the employee fails to request additional leave, the employee will be considered to have voluntarily resigned. If circumstances beyond the employee's control prevented the employee from requesting additional leave, a retroactive leave request may be allowed, subject to the District Council’s approval.
FMLA -- QUALIFIED EXIGENCE AND MILITARY CAREGIVER LEAVE

Qualified Exigency: Eligible employees (described above) whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member’s call-up or service.

The qualifying exigency must be one of the following: (1) short-notice deployment, (2) Military events and activities, 3) child care and school activities, (3) financial and legal arrangements, 5) counseling, 6) rest and recuperation, (7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave: An employee eligible for FMLA leave (described above) who is the spouse, son, daughter, or parent, or next of kin of a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember.

The family member must be a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

Definitions:

- A “son or daughter of a covered servicemember” means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

- A “parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”

- The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take
FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember’s next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember’s next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(j).

“Covered active duty” means:

- “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

- “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code. (a) In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.

“Covered servicemember” means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

- A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

“Serious injury or illness means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

**Amount of Leave – Qualified Exigency**

An eligible employee can take up to 12 weeks of leave for a qualified exigency.

**Amount of Leave – Military Caregiver**

An eligible employee taking military caregiver leave is entitled to 26 workweeks of leave during a “single 12-month period.” The “single 12-month period” begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

Leave taken for any FMLA reason counts towards the 26 week entitlement. If an employee does not take all of 26 workweeks of leave entitlement to care for a covered servicemember during this “single 12-month period,” the remaining part of the 26 workweeks of leave entitlement to care for the covered servicemember is forfeited.

**Certification of Qualifying Exigency for Military Family Leave**

The District will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

**Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave**

The District will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.
All other provisions of the FMLA policy, including Use of Paid Leave, Employee status and benefits during leave, the Procedure for Requesting Leave, Benefits during Leave and Reinstatement, are outlined above in the FMLA policy.
1. Not compensated hours (leave, PTO, Vacation), but FLSA (on-the-clock) hours worked.

2. The 12 months need not be consecutive; however they need to have been within 7 years of employee’s rehire date, unless the break in service was due to National Guard or Reserves military service obligation.

3. The 12 months need not be consecutive; however they need to have been within 7 years of employee’s rehire date, unless the break in service was due to National Guard or Reserves military service obligation.

4. Not compensated hours (leave, PTO, Vacation), but FLSA (on-the-clock) hours worked.

5. Spouse means man or woman in light of same-sex marriage. But, the same sex couple has to be married.

6. The medical certification provision that an employee is needed to care for a family member encompasses both physical and psychological care. It includes situations where, for example, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport himself or herself to the doctor. The term also includes providing psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.

1. (b) The term also includes situations where the employee may be needed to substitute for others who normally care for the family member or covered servicemember, or to make arrangements for changes in care, such as transfer to a nursing home. The employee need not be the only individual or family member available to care for the family member or covered servicemember.

2. (c) An employee's intermittent leave or a reduced leave schedule necessary to care for a family member or covered servicemember includes not only a situation where the condition of the family member or covered servicemember itself is intermittent, but also where the employee is only needed intermittently—such as where other care is normally available, or care responsibilities are shared with another member of the family or a third party. See §§825.202-825.205 for rules governing the use of intermittent or reduced schedule leave.

7. Son or daughter. For purposes of FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under
age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at
the time that FMLA leave is to commence.

3. **Incapable of self-care** means that the individual requires active assistance or supervision
to provide daily self-care in three or more of the activities of daily living (ADLs) or instrumental
activities of daily living (IADLs). Activities of daily living include adaptive activities such as
caring appropriately for one's grooming and hygiene, bathing, dressing and eating. Instrumental
activities of daily living include cooking, cleaning, shopping, taking public transportation, paying
bills, maintaining a residence, using telephones and directories, using a post office, etc.

4. (2) **Physical or mental disability** means a physical or mental impairment that
substantially limits one or more of the major life activities of an individual. Regulations at 29 CFR
1630.2(h), (i), and (j), issued by the Equal Employment Opportunity Commission under the
Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.

Parent means a biological, adoptive, step or foster father or mother, or any other individual who
stood in loco parentis to the employee when the employee was a son or daughter as defined in
paragraph (d) of this section. This term does not include parents “in law.”

Remember that an employee can be a “parent” to a child who is not biologically related through
the “in loco parentis” provisions. In addition, an employee can take FMLA to care for a person
who is not a biological parent if that person stood “in loco parentis”

Persons who are “in loco parentis” include those with day-to-day responsibilities to care for and
financially support a child, or, in the case of an employee, who had such responsibility for the
employee when the employee was a child. A biological or legal relationship is not necessary

You can include the definition of “Continuing treatment” if you want.

“Continuing treatment” is defined as 1) at least two visits to a health care provider to determine if
a serious health condition exists and/or treatment or evaluations of the condition. (Treatment does
not include routine physical examinations, eye examinations.), OR 2) one visit to a health care
provider and a regimen of continuing treatment The first (or only) visit to the health care provider
must occur within 7 days of the first day of incapacity. The second visit, if the provider decides is
necessary, must occur within 30 days of first day of incapacity.

* “A regimen of continuing treatment” includes, for example, a course of prescription
medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate
the health condition. A regimen of treatment does not include the taking of over-the-
counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids,
exercise, and other similar activities that can be initiated without a visit to a health care
provider.

A chronic condition which:
1) Requires periodic visits (at least twice per year) for treatment by a health care provider or by a nurse or physician’s assistant under direct supervision of a health care provider;

2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

3) May cause episodic rather than a continuing period of incapacity\(^3\) (e.g. asthma, diabetes, epilepsy, etc.)

\(^{11}\) A period of incapacity which is permanent or long-term due to a condition for which treatment might not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer’s, a severe stroke, or terminal stages of a disease.

See below information regarding medical certification. When an employee has a chronic medical condition, an employer may request an **Annual medical certification**. Where the employee’s need for leave due to the employee's own serious health condition, or the serious health condition of the employee’s covered family member, lasts beyond a single leave year (as defined in §825.200), the employer may require the employee to provide a new medical certification in each subsequent leave year. Such new medical certifications are subject to the provisions for authentication and clarification set forth in §825.307, including second and third opinions.

\(^{12}\) The longer definition of “multiple treatment” includes; “treatment either for restorative surgery after an accident or other injury/illness, or for a condition that would likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), kidney disease (dialysis).”

\(^{13}\) The explanation for the “rolling backwards is: “The 12 month period is calculated by measuring twelve months backward from the start date of the employee’s last FMLA leave. This means that if an employee meets all of the other FMLA requirements and request a day of FMLA leave on July 1, an employee will be eligible for leave so long as the employee took less than 12 weeks of FMLA leave during the preceding 12-month period.

\(^{14}\) The calendar or fixed year is defined as “Any fixed 12-month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee’s anniversary date.”

A “rolling” 12-month period measured backward from the date an employee uses any FMLA leave as described in paragraph (a).

\(^{15}\) The 12-month period measured forward means looking 12 months forward from the date any employee’s first FMLA leave under paragraph (a) begins

\(^{16}\) You must specific in your policy how you will calculate your leave year. There are three ways the leave year may be determined:
1. Rolling backwards
2. Fixed Date
3. Looking forward.

Calculation of leave. (1) When an employee takes leave on an intermittent or reduced leave schedule, only the amount of leave actually taken may be counted toward the employee's leave entitlement. The actual workweek is the basis of leave entitlement. Therefore, if an employee who would otherwise work 40 hours a week takes off eight hours, the employee would use one-fifth \( \frac{1}{5} \) of a week of FMLA leave. Similarly, if a full-time employee who would otherwise work eight hour days works four-hour days under a reduced leave schedule, the employee would use one-half \( \frac{1}{2} \) week of FMLA leave. Where an employee works a part-time schedule or variable hours, the amount of FMLA leave that an employee uses is determined on a pro rata or proportional basis. If an employee who would otherwise work 30 hours per week, but works only 20 hours a week under a reduced leave schedule, the employee's 10 hours of leave would constitute one-third \( \frac{1}{3} \) of a week of FMLA leave for each week the employee works the reduced leave schedule. An employer may convert these fractions to their hourly equivalent so long as the conversion equitably reflects the employee's total normally scheduled hours.

An employee does not accrue FMLA-protected leave at any particular hourly rate. An eligible employee is entitled to up to a total of 12 workweeks of leave, or 26 workweeks in the case of military caregiver leave, and the total number of hours contained in those workweeks is necessarily dependent on the specific hours the employee would have worked but for the use of leave. If an employer has made a permanent or long-term change in the employee's schedule (for reasons other than FMLA, and prior to the notice of need for FMLA leave), the hours worked under the new schedule are to be used for making this calculation.

If an employee's schedule varies from week to week to such an extent that an employer is unable to determine with any certainty how many hours the employee would otherwise have worked (but for the taking of FMLA leave), a weekly average of the hours scheduled over the 12 months prior to the beginning of the leave period (including any hours for which the employee took leave of any type) would be used for calculating the employee's leave entitlement.

Overtime. If an employee would normally be required to work overtime, but is unable to do so because of a FMLA-qualifying reason that limits the employee's ability to work overtime, the hours which the employee would have been required to work may be counted against the employee's FMLA leave.

An employee must provide the employer at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. For example, an employee's health
condition may require leave to commence earlier than anticipated before the birth of a child. Similarly, little opportunity for notice may be given before placement for adoption. For foreseeable leave due to a qualifying exigency notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable. Whether FMLA leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee shall advise the employer as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. In those cases where the employee is required to provide at least 30 days notice of foreseeable leave and does not do so, the employee shall explain the reasons why such notice was not practicable upon a request from the employer for such information.

19 Timing of notice. When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. It generally should be practicable for the employee to provide notice of leave that is unforeseeable within the time prescribed by the employer's usual and customary notice requirements applicable to such leave. See §825.303(c). Notice may be given by the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to do so personally. For example, if an employee's child has a severe asthma attack and the employee takes the child to the emergency room, the employee would not be required to leave his or her child in order to report the absence while the child is receiving emergency treatment. However, if the child's asthma attack required only the use of an inhaler at home followed by a period of rest, the employee would be expected to call the employer promptly after ensuring the child has used the inhaler.

20 When the need for FMLA leave is foreseeable at least 30 days in advance and an employee fails to give timely advance notice with no reasonable excuse, the employer may delay FMLA coverage until 30 days after the date the employee provides notice. The need for leave and the approximate date leave would be taken must have been clearly foreseeable to the employee 30 days in advance of the leave. For example, knowledge that an employee would receive a telephone call about the availability of a child for adoption at some unknown point in the future would not be sufficient to establish the leave was clearly foreseeable 30 days in advance.

21 Failure to provide certification.

1) (a) Foreseeable leave. In the case of foreseeable leave, if an employee fails to provide medical certification in a timely manner, then an employer may deny FMLA coverage until the required certification is provided. For example, if an employee has 15 days to provide a certification and does not provide the certification for 45 days without sufficient reason for the delay, the employer can deny FMLA protections for the 30-day period following the expiration of the 15-day time period, if the employee takes leave during such period.
2) (b) Unforeseeable leave. In the case of unforeseeable leave, an employer may deny FMLA coverage for the requested leave if the employee fails to provide a certification within 15 calendar days from receipt of the request for certification unless not practicable due to extenuating circumstances. For example, in the case of a medical emergency, it may not be practicable for an employee to provide the required certification within 15 calendar days. Absent such extenuating circumstances, if the employee fails to timely return the certification, the employer can deny FMLA protections for the leave following the expiration of the 15-day time period until a sufficient certification is provided. If the employee never produces the certification, the leave is not FMLA leave.

3) (c) Recertification. An employee must provide recertification within the time requested by the employer (which must allow at least 15 calendar days after the request) or as soon as practicable under the particular facts and circumstances. If an employee fails to provide a recertification within a reasonable time under the particular facts and circumstances, then the employer may deny continuation of the FMLA leave protections until the employee produces a sufficient recertification. If the employee never produces the recertification, the leave is not FMLA leave. Recertification does not apply to leave taken for a qualifying exigency or to care for a covered servicemember.

4) (d) Fitness-for-duty certification. When requested by the employer pursuant to a uniformly applied policy for similarly-situated employees, the employee must provide medical certification, at the time the employee seeks reinstatement at the end of FMLA leave taken for the employee's serious health condition, that the employee is fit for duty and able to return to work if the employer has provided the required notice. The employer may delay restoration until the certification is provided. Unless the employee provides either a fitness-for-duty certification or a new medical certification for a serious health condition at the time FMLA leave is concluded, the employee may be terminated.

22 If an employee is on FMLA leave running concurrently with a workers' compensation absence the FMLA does not prevent the employer from following the workers' compensation provisions and information received under those provisions may be considered in determining the employee's entitlement to FMLA-protected leave.

An employer may request additional information in accordance with a paid leave policy or disability plan that requires greater information to qualify for payments or benefits, provided that the employer informs the employee that the additional information only needs to be provided in connection with receipt of such payments or benefits. Any information received pursuant to such policy or plan may be considered in determining the employee's entitlement to FMLA-protected leave. If the employee fails to provide the information required for receipt of such payments or benefits, such failure will not affect the employee's entitlement to take unpaid FMLA leave.

23 If an employee's serious health condition may also be a disability within the meaning of the Americans with Disabilities Act the FMLA does not prevent the employer from following the procedures for requesting medical information under the ADA. Any information received pursuant
to these procedures may be considered in determining the employee's entitlement to FMLA-protected leave.

\[24\] **Complete and sufficient certification.** The employee must provide a complete and sufficient certification to the employer if required by the employer in accordance with §§825.306, 825.309, and 825.310. The employer shall advise an employee whenever the employer finds a certification incomplete or insufficient, and shall state in writing what additional information is necessary to make the certification complete and sufficient. A certification is considered incomplete if the employer receives a certification, but one or more of the applicable entries have not been completed. A certification is considered insufficient if the employer receives a complete certification, but the information provided is vague, ambiguous, or non-responsive. The employer must provide the employee with seven calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. If the deficiencies specified by the employer are not cured in the resubmitted certification, the employer may deny the taking of FMLA leave, in accordance with §825.313. A certification that is not returned to the employer is not considered incomplete or insufficient, but constitutes a failure to provide certification.

If an employee submits a complete and sufficient certification signed by the health care provider, the employer may not request additional information from the health care provider. However, the employer may contact the health care provider for purposes of **clarification and authentication** of the medical certification (whether initial certification or recertification) after the employer has given the employee an opportunity to cure any deficiencies.

To make such contact, the employer must use a health care provider, a human resources professional, a leave administrator, or a management official. Under no circumstances, however, may the employee's direct supervisor contact the employee's health care provider.

**Authentication** means providing the health care provider with a copy of the certification and requesting verification that the information contained on the certification form was completed and/or authorized by the health care provider who signed the document; no additional medical information may be requested.

**Clarification** means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response.

Employers may not ask health care providers for additional information beyond that required by the certification form. The requirements of the HIPAA apply. An employer must get a release.

If an employee chooses not to provide the employer with authorization allowing the employer to clarify the certification with the health care provider, and does not otherwise clarify the certification, the employer may deny the taking of FMLA leave if the certification is unclear. It is the employee's responsibility to provide the employer with a complete and sufficient certification and to clarify the certification if necessary.
Consequences of failing to provide certification. At the time the employer requests certification, the employer must also advise an employee of the anticipated consequences of an employee's failure to provide adequate certification.

If the employee fails to provide the employer with a complete and sufficient certification, despite the opportunity to cure the certification as provided in paragraph (c) of this section, or fails to provide any certification, the employer may deny the taking of FMLA leave, in accordance with §825.313.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the employer to support the employee's FMLA request.

This provision will apply in any case where an employer requests a certification permitted by these regulations, whether it is the initial certification, a recertification, a second or third opinion, or a fitness for duty certificate, including any clarifications necessary to determine if such certifications are authentic and sufficient.

25 An employer who has reason to doubt the validity of a medical certification may require the employee to obtain a second opinion at the employer's expense. Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to the benefits of the Act, including maintenance of group health benefits. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the employer's established leave policies.

The employer is permitted to designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the employer. The employer may not regularly contract with or otherwise regularly utilize the services of the health care provider furnishing the second opinion unless the employer is located in an area where access to health care is extremely limited (e.g., a rural area where no more than one or two doctors practice in the relevant specialty in the vicinity).

If the opinions of the employee's and the employer's designated health care providers differ, the employer may require the employee to obtain certification from a third health care provider, again at the employer's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the employer and the employee. The employer and the employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the employer does not attempt in good faith to reach agreement, the employer will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.
The employer is required to provide the employee with a copy of the second and third medical opinions, where applicable, upon request by the employee. Requested copies are to be provided within five business days unless extenuating circumstances prevent such action.

If the employer requires the employee to obtain either a second or third opinion the employer must reimburse an employee or family member for any reasonable “out of pocket” travel expenses incurred to obtain the second and third medical opinions. The employer may not require the employee or family member to travel outside normal commuting distance for purposes of obtaining the second or third medical opinions except in very unusual circumstances.

**Medical certification abroad.** In circumstances in which the employee or a family member is visiting in another country, or a family member resides in another country, and a serious health condition develops, the employer shall accept a medical certification as well as second and third opinions from a health care provider who practices in that country. Where a certification by a foreign health care provider is in a language other than English, the employee must provide the employer with a written translation of the certification upon request.

26 An employer may seek a fitness-for-duty certification only with regard to the particular health condition that caused the employee’s need for FMLA leave. The certification from the employee's health care provider must certify that the employee is able to resume work. Additionally, an employer may require that the certification specifically address the employee's ability to perform the essential functions of the employee's job. In order to require such a certification, an employer must provide an employee with a list of the essential functions of the employee's job no later than with the designation notice required and must indicate in the designation notice that the certification must address the employee's ability to perform those essential functions. If the employer satisfies these requirements, the employee's health care provider must certify that the employee can perform the identified essential functions of his or her job.

The employer may contact the employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty certification. Clarification may be requested only for the serious health condition for which FMLA leave was taken. The employer may not delay the employee's return to work while contact with the health care provider is being made. No second or third opinions on a fitness-for-duty certification may be required.

An employer may delay restoration to employment until an employee submits a required fitness-for-duty certification unless the employer has failed to provide the notice required in paragraph (d) of this section.

If an employer provides the notice required, an employee who does not provide a fitness-for-duty certification or request additional FMLA leave is no longer entitled to reinstatement under the FMLA.

Requirements under the Americans with Disabilities Act (ADA), as amended, apply. After an employee returns from FMLA leave, the ADA requires any medical examination at an employer's
expense by the employer's health care provider be job-related and consistent with business necessity.

27 30-day rule. An employer may request recertification no more often than every 30 days and only in connection with an absence by the employee unless:

1. The employee requests an extension of leave;
2. Circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications or
3. The employer receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

The employee must provide the requested recertification to the employer within the time frame requested by the employer (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

28 Equivalent position. An equivalent position is one that is virtually identical to the employee's former position in terms of pay, benefits and working conditions, including privileges, perquisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority.

29 Each District may have a different method of getting the co-payment. This should be addressed with the employees. How does the employee continue to make payments? Do you need to address?

30 An employee who returns to work for at least 30 calendar days is considered to have returned to work. An employee who transfers directly from taking FMLA leave to retirement, or who retires during the first 30 days after the employee returns to work, is deemed to have returned to work.

31 An employer may NOT request repayment of the premiums if: There is a continuation, recurrence, or onset of either a serious health condition of the employee or the employee's family member, or a serious injury or illness of a covered servicemember, which would otherwise entitle the employee to leave under FMLA; or 2) there are other circumstances beyond the employee's control.

When an employee fails to return to work, any health and non-health benefit premiums which this section of the regulations permits an employer to recover are a debt owed by the non-returning employee to the employer. The existence of this debt caused by the employee's failure to return to work does not alter the employer's responsibilities for health benefit coverage and, under a self-insurance plan, payment of claims incurred during the period of FMLA leave. To the extent recovery is allowed, the employer may recover the costs through deduction from any sums due to the employee (e.g., unpaid wages, vacation pay, profit sharing, etc.), provided such deductions do not otherwise violate applicable Federal or State wage payment or other laws. Alternatively, the employer may initiate legal action against the employee to recover such costs.
This is ALL optional

Make sure you check your union contracts or other policies on this issue. If seniority accrues while an employee is taking vacation, then you can’t deny it to an employee who uses vacation during FMLA leave.

Be sure to check your union contracts on this.

For example, if you are eligible for six (6) weeks of pregnancy disability leave, the six (6) weeks will be designated as FMLA leave and counted toward your 12-week entitlement. You may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

A “qualifying exigency” under this policy means one or more of the following:

1. **Short-Notice Deployment**
   Time away to address any issue that arises from notification of an impending call to active duty seven or less calendar days prior to the date of deployment. Leave can be used for a period of seven calendar days beginning on the date a covered military member is notified of an impending call or order to active duty.

2. **Military Events and Related Activities**
   Any absence to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status.

3) **Childcare and School Activities**
   Any absence to arrange for alternative childcare when the active duty or call to active duty status of a covered military member necessitates a change in the existing childcare arrangement; to provide childcare on an urgent, immediate need basis when the need to provide such care arises from the active duty or call to active duty status; to enroll a child in or transfer to a new school or day care facility when enrollment or transfer is necessitated by the active duty or call to active duty status; and to attend meetings with staff at a school or a daycare facility for a “child,” as defined below, when such meetings are necessary due to circumstances arising from the active duty or call to active duty status.

For purposes of this section, a “child” is a biological, adopted, or foster child, a stepchild, or a legal ward of a covered military member, or a child for whom a covered military member stands in loco parentis, who is either under age 18, or age 18 or older and
incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

4) Financial and Legal Arrangements
Any absence to make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty status while the covered military member is on active duty or call to active duty status, and for a period of 90 days following the termination of the covered military member's active duty status.

5) Counseling
Any absence to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or for the child of the covered military member, provided that the need for counseling arises from the active duty or call to active duty status. For the definition of “child,” see paragraph 3, above.

6) Rest and Recuperation
Up to five days of leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment.

7) Post-Deployment Activities
Time off to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status; and to address issues that arise from the death of a covered military member while on active duty status.

8) Additional Activities
To address other events which arise out of the covered military member's active duty or call to active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.
Members Present: Curt Hennes, Woody Spitzmueller, Charlie Howley, Fred Corrigan & Marianne Breitbach

Staff Present: Diane Lynch, District Administrator

Others Present: Senator Eric Pratt, Carl Almer, PLSLWD District Engineer/EOR; Greg Wilson, Barr Engineering and Maggie Karschnia, Water Resources Project Manager

CIP Priorities and Budget Review Schedule
Diane reviewed a spreadsheet re. the 2015 Approved Budget and the 2016 Management Plan CIP. She indicated that funding for 2016 could include: results of the flood study; watershed boundaries signage; ferric chloride plant retrofit; staffing for FEMA work and additional funding for Cost Share incentives. She asked for additional items from the managers that could be considered. Manager Hennes expressed interest in funding for the Farmer-leg Council. Manager Spitzmueller mentioned a sediment build-up/algae issue where Spring Lake flows into Upper Prior that was reiterated by Manager Hennes. Greg Wilson discussed the next Alum Treatment for Spring Lake. He indicated that since the water quality data looks good, he would suggest 2017 at the earliest for the next treatment. He suggested the Board approve taking a sediment coring to evaluate the longevity of the treatment in 2016. Just looking at the monitoring data does not reflect the phosphorus that is deposited in the sediment. The cost for a coring would be around $10,000. Manager Spitzmueller indicated his support for levying $250,000 for the treatment. There was general agreement to include $10,000 in the budget for the sediment coring. Carl suggested that the next budget review could include a spreadsheet with all of the 2016 CIP indicated and whether the item is for water quality, water quantity, etc. The managers agreed.

Update on Stormwater Management & Flood Mitigation Study and Next Steps
Greg indicated that the Flood Study has been delayed due to the DNR’s inaccurate lake level data. Presently, the TAC is reviewing areas where there could be flood storage in the upper watershed. Article 4, Section 140 requires the DNR, in cooperation with BWSR, PCA and the Department of Agriculture, to develop proposals for projects for flood retention, water quality improvements, nutrient and sediment reduction and wildlife habitat and submit them to Lessard Sams for fiscal year 2017 funding. Diane asked Greg to help put a number together. Using information he gained from work Barr is doing in the Red River, he suggested that the 2000 acre feet of storage we would need would cost about $3 million, at $1500/acre. That’s the number Diane presented to BWSR and the DNR.
**Legislative Discussion**

The managers complimented Senator Pratt for the great work he did to pass bonding support for the PLOC flood damages. Senator Pratt complimented the District on its help to get the bill passed. Re. the next session, there is a $1 billion bonding threshold. Senators Stumpf and Senjem will be holding hearings on bonding recommendations. There will be an August/September tour of bonding projects. Senator Pratt indicated that a simple slide presentation would be all that is needed for us. He will work with the bonding committee on getting us on the agenda.

___________________________

Charlie Howley, Secretary
REGULAR MEETING MINUTES

Tuesday, July 14, 2015
Prior Lake City Hall
6:00 PM

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

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

Others Present: Steve Pany, Citizens Advisory Committee
Jim Fitzsimmons, SWCD Board Member
Barbara Marschall, Scott County
Ken Hedberg, City of Prior Lake
Senator Eric Pratt
Senator Tony Albright
Christian Morkeberg, Resident

- **CALL TO ORDER/PLEDGE OF ALLEGIANCE:** Meeting called to order by President Hennes at 6:13 PM.

- **PUBLIC COMMENT:** Christian Morkeberg, resident on Spring Lake, spoke to group in favor of increasing the tax levy, supports second alum treatment on Spring Lake as recommended and would also like to see alum treatment on Upper Prior Lake and to dredge the Spring Lake access. He also supports larger no wake zones on Spring Lake.

- **3.0 APPROVAL OF AGENDA:** Manager Corrigan moved to approve the agenda with changes given at beginning of the meeting. Second by Manager Howley. Motion passed 5-0.

- **3.1 RECOGNITION OF SENATOR ERIC PRATT AND REPRESENTATIVE TONY ALBRIGHT**
Board and Staff recognized Senator Eric Pratt and Representative Tony Albright for their work with the District on Flood Relief.

- **4.0 CONSENT AGENDA:**
Manager Corrigan moved to approve the consent agenda. Second by Manager Spitzmueller. Motion passed 5-0.
SWPPP Annual Public Hearing
Manager Howley moved to open the Public Hearing. Second by Manager Breitbach. All ayes, motion passed 5-0.

Diane Lynch gave a summary of the District’s Multiple Separate Storm Sewer System (MS4) Permit. This permit is required to operate the Prior Lake Outlet System. No public comments were given.

Manager Howley moved to close the Public Hearing. Second by Manager Breitbach. All ayes. Motion passed 5-0.

5.1 CLAIMS LIST:
Manager Howley moved to approve the claims list. Second by Manager Spitzmueller. All ayes. Motion passed 5-0.

5.2 CASH & INVESTMENTS:
Manager Spitzmueller gave an overview of the cash and investments of the District.

OTHER OLD/NEW BUSINESS

6.1 MANAGER PRESENTATIONS
Board of Managers gave brief comments about different liaison meetings they have attended in the last month.

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

6.3 FLOOD HAZARD MITIGATION ASSISTANCE GRANT RESOLUTION
Manager Breitbach moved to approve a Local Government Resolution For Flood Hazard Mitigation Grant Assistance, which subsequently was assigned Resolution number 15-299. Second by Manager Spitzmueller. All ayes. Motion passed 5-0.

7.0 UPCOMING MEETINGS/EVENT SCHEDULE
- METRO MAWD MEETING TUESDAY, JULY 21, 7:00-9:00 P.M. CAPITOL REGION WATERSHED DISTRICT
- FLOOD DAMAGE TOUR TUESDAY, JULY 28, 1-4:00 P.M. LOCATION TBD
- CITIZENS ADVISORY COMMITTEE MEETING THURSDAY, JULY 30, 2015, 6:30-8:00 P.M. CITY HALL

ADJOURNMENT
Manager Corrigan moved to adjourn meeting. Second by Manager Howley. Meeting adjourned at 7:20 PM.

Charlie Howley, Secretary
July 14, 2015
Monthly Board Meeting
MEMORANDUM

TO: PLSLWD BOARD OF MANAGERS
FROM: MAGGIE KARSCNIA, WATER RESOURCES PROJECT MANAGER
SUBJECT: RESIDENTIAL COST SHARE REQUEST
DATE: AUGUST 6, 2015

BACKGROUND

There is a request for payment from the 2015 Residential Cost Share Program. The information for the project is listed below.

OWNERSHIP & LOCATION INFORMATION:

APPLICANT: Julie Anderson
PROPERTY ADDRESS: 14462 Watersedge Trail NE, Prior Lake, MN
LAKE: Lower Prior Lake

PROJECT DETAILS:

PRACTICE: Water Pump
PROJECT DESCRIPTION: The 2014 flood caused extensive damage to the landowner’s yard, requiring replacement of grass and native flowers. In order to successfully re-cultivate the yard, the landowner needed to regularly irrigate the seeding and plantings. After learning about the cost-share program available at a shoreline restoration workshop, she decided to work with the District to install a lake water pump as part of the cost-share program.

INITIAL STAFF APPROVAL DATE: June 30, 2015
VERIFIED PROJECT COMPLETION DATE: July 30, 2015
PROJECT COST: $284.95
INCENTIVE PAYMENT (50% of cost up to $150): $142.48
PHOTOGRAPHS:

Pre-installation: June 30, 2015

Post-installation: July 30, 2015

RECOMMENDATION

Staff has verified that the above listed project has been completed and recommends the Board approve the requests for payment in the amount of $142.48.
RESIDENTIAL COST SHARE APPLICATION

The Prior Lake-Spring Lake Watershed District will reimburse residents up to $250 for the installation of water quality practices. BEFORE YOU START YOUR PROJECT, fill out & submit this form to info@pls.wd.org to determine if you are eligible.

Contact Information

Name  Julie Anderson
Phone  612-940-8690   Email  Julie.Anderson@mpls.k12.mn.us

Project Location

Address  14462 Watersedge Trail NE

Please select project:

☐ Rain Garden = $250 Maximum Reimbursement
☐ Shoreline Restoration = $250 Maximum Reimbursement
☐ Rain Barrels = $50 Maximum Reimbursement
☐ Turf Management = $100 Maximum Reimbursement
☒ Water Pump Reimbursement = 50% of Cost/Up To $150
☐ Buffer = $250 Maximum Reimbursement

Project Description:

Flood destroyed yard. Replacing grass with native flowers & low maintenance/mow grass and sedges. Attended Shoreline Restoration workshop last fall. Would like to add Water Pump Conservation Project. My yard is 66 ft @ Shoreline and about 50-60 ft deep.
Next Steps

1. Complete, sign and submit this form to the PSLWD, via email to info@plslwd.org (scanned with signature), or mail to 4646 Dakota Street SE, Prior Lake, MN 55372.
2. A PSLWD representative will contact you to set up a visit to your proposed project location.
3. If the project meets the requirements of the PSLWD (see below), a representative will sign this form and give you a copy.
4. Build or implement your practice.
5. Contact the PSLWD to schedule a second visit to verify construction of your project.
6. If the project is satisfactorily completed and funds are available, a PSLWD representative will sign this document a second time and provide you with a copy.
7. The District will issue you a check.

Terms & Conditions

To be eligible for cost-share from the District, the following conditions must be met:

1. This form must be completed and signed by a District representative before beginning construction.
2. Technical review from an approved source, such as the Scott SWCD, may be required before the District approves an application; attendance at a Blue Thumb workshop may also meet this requirement.
3. Rain gardens, shoreline restoration (not exclusively rock shorelines), rain barrels, turf management and purchase of water pumps, are examples of practices that be eligible for cost-share.
4. Practices that receive cost-share benefits from the District must display an informational sign visible from a public location, such as a street or lake.
5. Practices must be within the boundary of the Prior Lake-Spring Lake Watershed District.

June 25, 2015

Date
Sale Transaction

2' LAKE SCREEN PTP
691320 19.99

TOTAL 19.99
TAX DAKOTA-MN 7.125% 1.42
TOTAL SALE 21.41
CASH 21.50
CHANGE 0.99

TOTAL NUMBER OF ITEMS = 1

NOW SERVING

THANK YOU, YOUR CASHIER, Connor
81147 06 7004 07/29/15 08:13pm 3021

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION: 2725

QUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown herein and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP. PLEASE RETAIN FOR YOUR RECORDS.
Prior Lake-Spring Lake Watershed District
Citizen Advisory Committee

Thursday July 30, 2015 6:30-8 p.m.
PL City Hall, 4646 Dakota Street SE Prior Lake, MN 55372

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

The Prior Lake-Spring Lake Watershed District Citizen Advisory Committee (CAC) consists of residents who provide input and recommendations to the Board on projects, reports, prioritization and act as the primary interface for the Board to address the current issues of concern of the local citizens.

CAC Members present: Steve Pany, Jim Weninger, Liz Schramm, Joe Schramm, Jodi See, Jim Goodchild, Adam Fitzpatrick, Larry Rundell
Others present: Marianne Breitbach, PLSLWD Vice President; Diane Lynch, PLSLWD District Administrator; Bill Kallberg, LAC/CAC Liaison

6:30 p.m. meeting called to order – Chair Steve Pany
A. Approval of Agenda
B. Watershed District Projects update:
   1. Water levels / phosphorous levels: Water level is up but is not an issue. The phosphorous levels are better this June than last (30 micrograms/liter vs. 40).
   2. Storm Water Management & Flood Mitigation Study update: Project is behind 1.5 mos. due to Barr using incorrect DNR data for Spring Lake. Expected to be complete in Nov. Now have the universe of options and will select the top 5 which will then be run in the model. One of the top 5 is expected to be upper watershed water storage.
   3. Outlet channel repair and damage tours: Report with photos of the area toured was handed out and reviewed. There will be 3 more tours scheduled.
   4. Fish Point Park Project update: Project summary document handed out and reviewed. The goal of the project is to improve water quality in lower PL by slowing water flow, reduce erosion and treat incoming stormwater before it reaches the lake.
   5. Future alum treatment and timeline: The timing of future treatments will be determined by test results. Typically additional treatments are only applied when needed. The final decision of when to apply treatments is made by the District Board of Managers.
   6. Spring Lake shoreline restoration project: The (GRG) Great River Greening contract will be reviewed at the next board meeting. GRG determined that they will use their own volunteers this year to remove the buckthorn from the steep bank due to safety concerns. Next year citizen volunteers will be encouraged. GRG received a grant for this project. They will cover $8K of cost and the watershed will cover the remaining $4K.
   7. Next year’s carp contest, carp gates, carp seining: It is hoped that the Knotty Oar will manage the carp contest again next year. A grant from the MPCA was received to electronically tag 15 carp, monitor and map their movements to determine where they spawn, and prioritize gate installations. Note, Spring Lake has 2.5 times the acceptable rate of carp and Artic has 1.5 times the acceptable rate. Next spring there will be carp seining but not by St. Mary’s.
   8. Spring Lake site specific standard, boat slips, minimum wake distance: Looking at PL and St. Croix standards to set SL standards. Currently 54 slips is the maximum for the SL in
total. Spring Lake Estates has a length exception for 54’. Otherwise the length is 20’ maximum. (Reported by committee members)

9 **Ag buffers-law changes:** SWCD must make a map of where the buffers are to be located and the District may need to enforce the buffer implementation. The money for inspections is from the Clean Water Legacy. Not sure exactly what the changes are as there is confusion over what the documentation means.

10 **Bog removal:** Marianne attended the Metro MAWD Meeting. She handed out the DNR bog rules. If the bog is clearly on a property owner’s land then they are responsible for removing it. If not, the local government is. But there are no clear guidelines for the removal/disposal of bogs. Recently a bog was removed by the city and they obtained a permit from the DNR. City staff, watershed personnel will draft a policy to clarify bog removal. Bill Kallberg has experience with bog removal and he will advise staff.

11 **Curly leaf Pondweed treatment:** Treatment was administered on PL this year but not on SL. SL has more than expected but it is too late to treat because it must be below 60 degrees to apply. There will be a fall assessment and probable treatment next Spring.

12 **Fall leaf cleanup event:** The District may ask Amber, our former Green Corp intern, if she would organize this again if they would pay her. The District will be getting its own Green Corps intern. The goal for the intern is outreach and education on the outlet channel and to keep people engaged after the flood.

C. Discussion topics.

1 **Restore Your Shore contest proposal:** At the last meeting Jodi proposed an annual contest for Spring and Prior Lake residents that participate in "Restore your Shore" rain garden, rain barrel or any other practices to improve water quality. Would publish the contest in newspapers, on website, Facebook, etc. Purpose is to advertise best practices for lake stewardship and encourage more to participate. The meeting members support this idea. The next step is for the CAC to determine contest guidelines and prize proposals. Once this is approved a communication and implementation plan can be developed. The ideal time to communicate is in late winter early spring. It was noted that the SWCD is responsible for “Restore Your Shore” program.

2 Volunteer at Lakefront Days Watershed Dist. Booth reminder.

3 CAC members: Please identify a specific task to volunteer for.

4 List of volunteers for Watershed Dist. Projects/events beyond the District and CAC members is needed.

D. Comments, suggestions, questions

1 Steve: Proposed a contest to create a new logo for the PLSLWD. This was supported by the meeting members. Will need a flier or communication prepared for the Lake Front Days District booth. Asked if the watershed storage areas have been identified. Diane said a map of proposed sites was created but that they must be sensitive to landowners so it is not shared at this time. Some type of incentive will be available for landowners. Ex: Pay for any crop losses (in addition to land owners’ crop insurance). Stillwater has a good plan that Marianne will investigate before a final plan is made.

2 Larry: Wondered if the idea of using flathead catfish for dealing with carp has been reviewed. Steve said they used them at Lake Volney against bullheads with success and that they’d eat carp too. Larry asked if Lower PL residents were notified when the lake was treated for curly leaf pondweed because many use the lake water to water their vegetable gardens. Diane said that individuals were not notified but there were postings on the website and signs are posted in the area at the time of treatment. Also they do not apply it nearer than 100’ from shorelines. Since treatment can only be applied when temperatures are below 60 there is no concern about it being in the water when residents use it for their gardens.

3 Adam: Asked how long the Green Corps internships are and whether they are paid. They are a yearlong and are unpaid.

4 Jodi: Asked about the GRG fall project funding (GRG pays $8K, WS pays $4K) and had an idea for a parking location provided it is public land. Marianne will look into the parking land proposal. Also asked what the policy is for new development residents’ lake access (no
one notified SL residents about the additional docks Spring Lake Estates was given). Diane will look into it and get back to Jodi regarding the appropriate City contact. Fall leaf clean-up: has the city considered having a day where residents can rake the leaves into the street and the city picks them up (as they do in other cities)? Marianne will check but there is the challenge that people would think they can rake leaves and grass cuttings into the street at any time. Drains going into the lakes: Is there anything that minimizes the garbage that goes into these? Depends on when they were installed. Joe said current drains have catch basins that the city is required to clean out periodically. But older ones have no filters.

5 Joe: Supports Steve’s idea to change the PLSLWD logo.

6 Jim: There are 20 active Spring Lake Association members out of 220 residents. Asked what residents are supposed to do if they see zebra mussels in SL and if they are caught early enough is there anything that can be done. Residents should call the DNR if they think they see zebra mussels. Treatments are experimental at this time. Jim noticed that 20 to 50 individuals treated their waters for curly leaf pondweed on their own and paid for it themselves. Individuals can do this but they need a permit from the DNR. People can get a combined permit.

7 Liz: Supports the idea of people signing up for volunteer opportunities.

8 Bill: The LAC cooperated with Park& Rec in 6 neighborhood park parties. They discussed limiting lawn sprinkling to 1” a week (less if it rained that week) and had an activity for kids to make their own rain gauge for determining if sprinkling was necessary after a rain. Jodi said it worked as kids in her neighborhood had them and were checking them after it rained. LAC meetings are no longer taped due to economic reasons. Possible that a volunteer could do it in the future.

9 Marianne: Is happy that she is the liaison between the District and the CAC. Looking for additional volunteers for Lakefront Days to man the District’s booth. She manned it at the Scott County Fair last weekend. She noted that the District was nominated by the SWCD for conservation leadership in the organization category.

10 Diane: Coordinated with the SWCD to create an information display board about water and land conservation stewardship. We should all take a look!

E. Adjourned at 8:05 p.m.
MEMORANDUM

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

PLSLWD-Issued Permits with Active Construction

10.02 Jeffers Waterfront
Permittee: Mattamy Homes
Starting PFD Balance: $1,010.00
PFD Balance Remaining: $383.15
Security Amount**: N/A
Status: Construction is complete and the site is stabilized. District staff has contacted the permittee and is awaiting a signed Request for Certificate of Completion before this permit can be closed. District staff will continue efforts to close this permit in summer 2015.

11.03 Jeffers Pointe
Permittee: Ryland Homes
Starting PFD Balance: $1,510.00
PFD Balance Remaining: $746.75
Security Amount: N/A
Status: Construction is complete and the site is stabilized. District staff have inspected the raingarden following a small rain event and although water was infiltrating, the vegetation is not yet sufficiently established (70% cover). The District is working with Ryland Homes to resolve the issue. Ryland Homes is the process of removing invasive vegetation and plans to plan native plants and add new mulch this summer/fall. Once this is resolved, staff anticipates the permit will be closed by the end of the fall.

13.02 Cty Rd 12 Improvements
Permittee: Scott County Highway Department
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: N/A
Status: Construction is complete. During the last inspection, several locations along the highway did not meet the required 70% vegetated cover. Additionally, it has come to the District’s attention that the riprap placed around the culverts at the site are not the correct size according to the plan set and will need to be replaced. District staff is still awaiting a signed Request for Certificate of Completion before this permit can be closed, but will continue efforts to close this permit in summer 2015.
13.03 Sunset Ave Improvements
Permittee: City of Prior Lake
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: N/A
Status: Construction is complete. During the last inspection, several locations on site did not meet the required 70% vegetated cover. The City of Prior Lake has recently completed work at the site to correct damage that occurred from vandalism to the fire hydrant last spring, causing significant gullies to form. The District is working to establish vegetation in the wetland restoration at the project site as part of a cooperative agreement with the City. If sufficient vegetative cover is reached, we anticipate this permit will be closed this fall.

13.04 Quarry Park Access
Permittee: City of Shakopee
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: N/A
Status: Construction is complete. The City of Shakopee and has submitted a Request for Certificate of Completion. A final inspection revealed some erosion problems and lack of sufficient vegetation that will need to be corrected before the District can issue the Certificate of Completion. We anticipate this permit will close by the end of this summer.

13.05 East Village 3rd Addition
Permittee: SMSC
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: $5,750.00
Status: Construction is complete. A spring inspection revealed that sufficient vegetation still needs to be established and the raingarden will need to be checked after a rain event for proper infiltration. We anticipate this permit will be closed later this summer once the existing issues have been resolved.

14.01 KiciYapi Culvert
Permittee: SMSC
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: N/A
Status: SMSC is in the final process of finishing up the fence installations and plantings at the site. If no problems are noted during the final site inspection, we anticipate this permit will be closed later this summer.

15.01 Mushtown Road Improvements
Permittee: City of Prior Lake
Starting PFD Balance: N/A
PFD Balance Remaining: N/A
Security Amount: $5,160
Status: Construction has started at the site. Weekly inspection will be conducted until the project is complete, ensuring proper stormwater management BMPs are applied during construction.
PLSLWD-Issued Permits with Inactive Construction

Additionally, there are a total of 17 permit files that are listed as “active”, though no active construction continues by the permittees. District staff reviewed all “active” permits in 2012, and discovered that many of the permits remain open with unaddressed issues, such as a missing easement document, unknown status of soil mitigation, leftover perimeter silt fence, etc. Staff continues to pursue closing these additional permits.

*PFD = Permit Fee Deposit
This fee may be required for a permit to cover the cost of administering, reviewing, and inspecting permit applications.

**Security Amount
The security amount may be required to ensure completion of the permitted activity in accordance with the permit and the rules of the District.
Managers will consider approving this claims list - Staff payroll and Manager per diems have already been paid via ADP.

After the managers vote, two Managers will sign checks within three days of the meeting for approve claims.

Then, staff will US mail checks (written on the Prior Lake State Bank) to the claims list parties.

Staff will request that all vendors provide information on their invoices to fit into the categories below.

### Vendor Invoice Description Amount

#### 1. Watershed District Projects (excluding staff payroll)

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<th>Vendor</th>
<th>Invoice</th>
<th>Description</th>
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<td>HWY 12 Wetland Restoration</td>
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<td>EOR</td>
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<td>CR 12/17 Wetland Vegetation</td>
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<td>Gopher State One Call</td>
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<td>July Statement</td>
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<td>RMB Environmental Laboratories</td>
<td>267366</td>
<td>Sample Analysis</td>
<td>85.00</td>
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<td>RMB Environmental Laboratories</td>
<td>267814</td>
<td>Sample Analysis</td>
<td>367.00</td>
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<td>SMSC Enterprises</td>
<td>2262</td>
<td>Kici Yapi Work Reimbursement</td>
<td>34,255.50</td>
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<tr>
<td>SWCD</td>
<td>2015-207</td>
<td>2nd Quarter Invoice</td>
<td>18,162.70</td>
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<tr>
<td>Vacker Signs</td>
<td>1217</td>
<td>Signs</td>
<td>320.00</td>
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<td>Vacker Signs</td>
<td>1220</td>
<td>Signs</td>
<td>1510</td>
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<tr>
<td>Vesco, Inc.</td>
<td>64008</td>
<td>Iron Chloride Facility</td>
<td>970.27</td>
</tr>
<tr>
<td>Xcel Energy</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** 84,263.36

#### 2. Outlet Channel - JPA/ MOA (excluding staff payroll)

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EOR</td>
<td>00758-0035</td>
<td>2015 PLOC JPA Assistance</td>
<td>934.20</td>
</tr>
<tr>
<td>EOR</td>
<td>00758-0103</td>
<td>JPA Cost Share Allocation Update</td>
<td>272.00</td>
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<tr>
<td>EOR</td>
<td>00758-0101</td>
<td>PLOC Tree and Debris Removal</td>
<td>6,254.63</td>
</tr>
<tr>
<td>Messerli Schadow</td>
<td>72515</td>
<td>July Services</td>
<td>325.00</td>
</tr>
<tr>
<td>Sunram Construction</td>
<td>72515</td>
<td>PLOC Seg 4a</td>
<td>1,492.87</td>
</tr>
</tbody>
</table>

**TOTAL** 9,278.70

#### 3. Payroll, Office and Overhead

<table>
<thead>
<tr>
<th>Vendor</th>
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<th>Description</th>
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<tbody>
<tr>
<td>ADP Manager Per Diems</td>
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<tr>
<td>ADP Staff Payroll</td>
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<td>14,115.97</td>
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<td>ADP Taxes &amp; Benefits</td>
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<td>Already Paid</td>
<td>9,442.83</td>
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<td>BCBS</td>
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<td>BMK Solutions</td>
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<td>Office Supplies</td>
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<td>H SA Bank</td>
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<td>Iceberg Web Design</td>
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<td>Website Hosting</td>
<td>19.99</td>
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<tr>
<td>Messerli &amp; Schadow</td>
<td>72515</td>
<td>July Services</td>
<td>633.12</td>
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<tr>
<td>NCPERS</td>
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<td>Life Insurance</td>
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<td>Wells Fargo</td>
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<td>Health Savings Account</td>
<td>346.14</td>
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<tr>
<td>Wells Fargo</td>
<td>9810679</td>
<td>Quarterly Admin Fee</td>
<td>110.25</td>
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</table>

**TOTAL** 27,894.50

#### 4. Debt repayment and Interest

<table>
<thead>
<tr>
<th>Vendor</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
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**TOTAL** 121,436.56

X ______________________________________  X ______________________________________
## Projects – August 2015

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>CURRENT PROGRESS</th>
<th>NEXT STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ferric Chloride Feed System Redesign</strong>&lt;br&gt;Ferric Chloride System (Class 550)&lt;br&gt;<strong>Project Lead: Jaime</strong></td>
<td>• Monitoring the system in 2015 to see how well it is working</td>
<td>• Will need to replace trees for Finks CR 12/17 Wetland Restoration</td>
</tr>
<tr>
<td>PROGRAM</td>
<td>CURRENT PROGRESS</td>
<td>NEXT STEPS</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------</td>
<td>------------</td>
</tr>
</tbody>
</table>
| **Monitoring**<br>Monitoring and Data Acquisition (Class 637)<br>Project Lead: Jaime | • Entering data  
• Taking samples and flow measurements | • Complete 2013/2014 annual monitoring report  
• Continue to monitor lakes and streams |
| **Ferric Chloride System Operations**<br>Ferric Chloride System (Class 611)<br>Project Lead: Jaime | • Monthly DMR Reports completed  
• Coordination with snowmobile club and SWCD regarding the bridge crossing and fixing erosion issues  
• Dosing continues  
• Vessco fixed pump issues | • Continue sampling weekly and 3x/weekly inspections  
• Address Curt’s concern about trees in stream |
| **Permitting, ESC & BMP Inspections**<br>Permitting (Class 648)<br>Project Lead: Maggie | • Completed site inspections for open permits, worked with contractors to resolve issues.  
• Followed up with several permittees to move forward on closing out old permits | • Continue to inspect, follow-up on and close remaining open permits |
| **Citizen Advisory Committee**<br>Education and Outreach (Class 652)<br>Project Lead: Diane | • Members volunteered for the District’s booth for Lakefront Days  
• Members recommended some new projects | • Next CAC meeting on August 27 |
| **Education and Outreach**<br>Education and Outreach (Class 652)<br>Project Lead: Diane | • Rack cards designed by the SWCD were completed to use at Lakefront Days and other events  
• Logo banner is now available for use on the SWCD’s display | • Put together a work plan for 2015 with flexibility for Green Corps position |
| **Website and Social Media**<br>Education and Outreach (Class 652)<br>Project Lead: Amy | • Website continues to be updated | • Continue writing posts and updates about projects  
• Will tweet and/or update Facebook about projects & news  
• Update website |
| **Cost Share Program**<br>Land Mgmt (Class 611)<br>Project Lead: Diane | • A list of grantees for 2015 has been finalized with the SWCD | • As it completes projects, Prior Lake’s residents are disconnected from septic and will be connected to sewer. Well decommissioning dollars may be in high demand |
**Operations Update**

| Easement and Land Maintenance  
Land Mgmt (Class 611)  
Project Lead: Maggie | - Finishing up yearly monitoring inspections scheduled for this year, installing missing easement signs at properties as necessary.  
- BSWR apprentice made progress on completing baseline documentation for BMP easements.  
- Met with several landowners to discuss resolving easement violations. Continue to move forward according to Easement Violation Policy.  
- Collaborated on work plan and draft agreement with Great River Greening for restoration work on Spring Lake parcel. | - Inspect remaining BMP easements scheduled for this year, install required buffer signs, and create baseline documentation for easements.  
- Explore funding possibilities for stairway and potential parking options for Spring Lake parcel.  
- Continue to contact and meet with easement landowners to communicate easement restrictions and address any violations. |
| --- | --- | --- |
| Aquatic Vegetation Management and Surveys  
(Class 626 and 637)  
Project Lead: Jaime | - Treatment completed | - Summer plant surveys by McComas on Fish and Spring last week. Plant surveys on Prior and Pike late August. |
| Flooding 2014  
Project Lead: Diane & Jaime | - Legislation supporting bonding for PLOC damages passed in the 2015 Special Session  
- DNR just advised the District that bonding funds have been released | - Sign the state agreement for bond funds |
<table>
<thead>
<tr>
<th>Activity</th>
<th>Current Progress</th>
<th>Next Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Prior Lake Outlet Channel (Seg 1)</strong></td>
<td>• Monitor lake level</td>
<td>• Get outlet pipe camera’ed</td>
</tr>
<tr>
<td>Project Lead: Jaime</td>
<td></td>
<td>• Repair spalling joints</td>
</tr>
<tr>
<td><strong>PLOC Inspections</strong></td>
<td>• Weekly inspections of the channel and outlet structure</td>
<td></td>
</tr>
<tr>
<td>Project Lead: Jaime/Intern</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Gonyea Culvert, Kes Field Crossing and Pike Lake Park (FEMA)</strong></td>
<td>• Repair planned for 2015</td>
<td></td>
</tr>
<tr>
<td><strong>Segment 4a Realignment</strong></td>
<td>• Construction is completed</td>
<td>• Ongoing landscape work is continuing</td>
</tr>
<tr>
<td>Project Lead: EOR/Diane</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Segment 4b restoration</strong></td>
<td>• Met with Mullenhardt to view new bank erosion</td>
<td>•</td>
</tr>
<tr>
<td>Project Lead: Diane</td>
<td>• Waiting for estimate of easement request</td>
<td></td>
</tr>
<tr>
<td><strong>Channel Bank Erosion (FEMA)</strong></td>
<td>• State just approved funds release</td>
<td>• Draft an RPF for the end of the year, once trees are removed</td>
</tr>
<tr>
<td><strong>Segment 5b Development</strong></td>
<td>• No recent action</td>
<td>• Continue to work with Shakopee</td>
</tr>
<tr>
<td>Project Lead: Diane</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Downed Trees &amp; Sediment Delta (FEMA)</strong></td>
<td>• RFP out on downed trees</td>
<td>• Bid opening August 21</td>
</tr>
<tr>
<td>• Pre-bid meeting August 13</td>
<td>• Bids due August 21</td>
<td>• Bid award August 28</td>
</tr>
<tr>
<td><strong>JPA/MOA &amp; TAC Meetings</strong></td>
<td>• Develop RFP for channel work</td>
<td>• Cooperators meeting in September</td>
</tr>
<tr>
<td>Project Lead: Diane &amp; Jaime</td>
<td>• Identify changes need for the JPA/MOA</td>
<td></td>
</tr>
<tr>
<td><strong>Invasive Species Removal</strong></td>
<td></td>
<td>• Wait to see about FEMA funds before continuation of vegetation and invasive species maintenance</td>
</tr>
<tr>
<td>Project Lead: Jaime</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MS4 Permit</strong></td>
<td>• Received comments from Prior Lake and MnDOT on draft rules</td>
<td>• Review the recommendations</td>
</tr>
<tr>
<td>Project Lead: Diane</td>
<td></td>
<td>• Bring the rules to the Board for consideration &amp; finalization</td>
</tr>
</tbody>
</table>
### PLOC Easements

**Project Lead: Maggie & Diane**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>CURRENT PROGRESS</th>
<th>NEXT STEPS</th>
</tr>
</thead>
</table>
| PLOC Easements | • Working with Muhlenhardt towards amending easements to correct the legal description. | • Continue to negotiate easement with Muhlenhardt.  
• Contact landowners in segment 7 to work towards completing easements. |
Floating Bogs

Who is responsible for removing a bog that floated across the lake and lodged on my shoreline? Is a DNR permit required to remove it?

Floating cattail mats/bogs can pose navigational hazards, cause property damage when they collide with docks, and create flooding when they block water control structures such as a culvert. Litter accumulation and root structures of cattail stands increase in mass and can achieve heights of 6 – 18 inches above the bottom soil. Buoyancy then causes the mass to lift and float at the surface. Pieces break off and drift around the lake during high winds. This typically occurs during high water periods.

When a floating bog has broken free from the shoreline by natural causes, and becomes grounded elsewhere on private or public property, the property owner(s) where the bog becomes grounded are responsible for removing the bog if they so desire. If there is no evidence to identify the responsible party or parties, the local government must assume responsibility. The DNR responsibility is limited to the following:

- Provide advice and approval on bog disposition.
- Obtain funds from the state agency involved when a floating bog has become lodged on the shoreline of state-owned lands.
- Remove any floating bogs lodged on state owned dams or other DNR property.

NOTE: Removing floating bog material requires a DNR aquatic plant management permit (http://www.dnr.state.mn.us/apm/index.html) issued through the DNR Regional Fisheries Office where your shoreline property is located. Minnesota Rules 6280 describes permit requirements relating to the removal of aquatic vegetation. There is no fee for the permit.

Contact for Aquatic Plant Management Permit:

Sean Sisler
APM Specialist
sean.sisler@state.mn.us
651-259-5807
AGREEMENT BETWEEN
PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT and WSB & ASSOCIATES, INC.

Carp Management on Spring & Prior Lakes Project

This agreement is entered into by the Prior Lake–Spring Lake Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (PLSLWD), and WSB & Associates, a private Minnesota corporation (CONSULTANT). In consideration of the terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, PLSLWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will perform the work described in the Scope of Services attached as Exhibit A (hereinafter, the Services). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. The PLSLWD, at its discretion, in writing may at any time suspend work or amend the Scope of Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by the PLSLWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

CONSULTANT is an independent contractor under this agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or should be construed to constitute CONSULTANT as the agent, representative or employee of the PLSLWD in any manner. Personnel performing the Services on behalf of CONSULTANT or a subcontractor will not be considered employees of the PLSLWD and will not be entitled to any compensation, rights or benefits of any kind from the PLSLWD.

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of the PLSLWD and pursuant to any conditions included in that consent. PLSLWD consent to any subcontracting does not relieve CONSULTANT of its
responsibility to perform the Services or any part thereof, nor in any respect its warranty, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Services. CONSULTANT is responsible to the PLSLWD for the conformance of subcontractors, if any, with sections 9, 10, 11 and 12 of this agreement in the same manner as those sections bind CONSULTANT. CONSULTANT will append this agreement as an exhibit to any assignment, subcontract or transfer agreement.

4. Warranty and Indemnification

CONSULTANT warrants that it will perform the Services in accordance with due professional care. CONSULTANT will indemnify, defend and hold harmless the PLSLWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of CONSULTANT’s or a subcontractor’s professional negligence or other action or inaction by CONSULTANT or a subcontractor that is the basis for CONSULTANT’s or the subcontractor’s liability in law or equity, including but not limited to ordinary negligence.

The PLSLWD will indemnify, defend and hold harmless CONSULTANT, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by the PLSLWD that is the basis for the PLSLWD’s liability in law or equity.

5. Compensation

The PLSLWD will compensate CONSULTANT for the Services on an hourly basis not to exceed per–task amounts specified in Exhibit A and reimburse for direct costs in accordance with Exhibit A. Invoices will be submitted monthly for work performed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the PLSLWD administrator. Subcontractor fees and subcontractor direct costs, as incurred by CONSULTANT, will be reimbursed by the PLSLWD at the rate specified in the PLSLWD’s written approval of the subcontract arrangement.

The total payment for each task will not exceed the amount specified for that task in the Scope of Services. The total payment for the Services will not exceed $124,481. Total payment means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs,
whether specified in this agreement or subsequently authorized by the administrator.

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

6. Termination; Continuation of Obligations

This agreement will remain in force until June 30, 2018 unless earlier terminated as set forth herein.

The PSLWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONSULTANT to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task or service if termination is due to CONSULTANT’s breach of this agreement.

Insurance obligations; warranties; obligations to defend, indemnify and hold harmless; and document–retention requirements will survive the completion of the Services and the term of this agreement.

7. Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party’s rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party’s consent or approval to any subsequent similar act by the other.
Notwithstanding any other term of this agreement, the PLSLWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

8. **Insurance**

At all times during the term of this Agreement, CONSULTANT will have and keep in force the following insurance coverages:

A. General liability: $1.5 million each occurrence and aggregate, covering completed operations and contractual liability, on an occurrence basis.
B. Automobile liability: $1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, on an occurrence basis.
C. Workers’ compensation: in accordance with legal requirements applicable to CONSULTANT.
D. Professional liability: $1.5 million each claim and aggregate; coverage may be on a claims–made basis, in which case CONSULTANT must maintain the policy for, and/or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.

CONSULTANT will not commence work until it has filed with the PLSLWD a certificate of insurance clearly evidencing the required coverages and naming the PLSLWD as an additional insured for general liability, as well as a copy of the additional insured endorsement. The additional insured coverage shall be primary and non–contributory. The certificate will name the PLSLWD as a holder and will state that the PLSLWD will receive written notice before cancellation or nonrenewal of any described policy under the same terms as CONSULTANT.

9. **Compliance With Laws**

CONSULTANT will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

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

10. Materials

All materials obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the materials are contained, documented or memorialized, are the property of the PLSLWD. CONSULTANT hereby assigns and transfers to the PLSLWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONSULTANT agrees to execute all papers and to perform such other proper acts as the PLSLWD may deem necessary to secure for the PLSLWD or its assignee the rights herein assigned.

The PLSLWD may immediately inspect, copy or take possession of any materials on written request to CONSULTANT. On termination of the agreement, CONSULTANT may maintain a copy of some or all of the materials except for any materials designated by the PLSLWD as confidential or non-public under applicable law, a copy of which may be maintained by CONSULTANT only pursuant to written agreement with the PLSLWD specifying terms.

11. Data Practices; Confidentiality

If CONSULTANT receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONSULTANT possesses or has created as a result of this agreement, it will inform the PLSLWD immediately and transmit a copy of the request. If the request is addressed to the PLSLWD, CONSULTANT will not provide any information or documents, but will direct the inquiry to the PLSLWD. If the request is addressed to CONSULTANT, CONSULTANT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with the
PLSLWD and its legal counsel before replying. Nothing in the preceding sentence supersedes CONSULTANT’s obligations under this agreement with respect to protection of PLSLWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

CONSULTANT agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by the PLSLWD and so denominated by the PLSLWD. CONSULTANT will not use any such materials for any purpose other than performance of the Services without PLSLWD written consent. This restriction does not apply to materials already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from the PLSLWD or another party. Consistent with the terms of this section regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to use the materials and may publish or use the materials in its professional activities. Any CONSULTANT warranty under this agreement does not extend to any party other than the PLSLWD or to any use of the materials by the PLSLWD other than for the purpose(s) for which CONSULTANT is compensated under this agreement.

12. PLSLWD Property

All property furnished to or for the use of CONSULTANT or a subcontractor by the PLSLWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of the PLSLWD and returned to the PLSLWD at the conclusion of the performance of the Services, or sooner if requested by the PLSLWD. CONSULTANT further agrees that any proprietary materials are the exclusive property of the PLSLWD and will assert no right, title or interest in the materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by the PLSLWD. Any property including but not limited to materials supplied to CONSULTANT by the PLSLWD or deriving from the PLSLWD is supplied to and accepted by CONSULTANT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT’s warranty of professional care under paragraph 4, above, does not extend to materials provided to
CONSULTANT by the PSLWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT’s reliance on those materials.

13. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To PSLWD:
Diane Lynch, District Administrator
Prior Lake – Spring Lake Watershed District
4646 Dakota Avenue
Prior Lake, MN 55372

To CONSULTANT:
Tony Havranek, Sr. Environmental Scientist
WSB & Associates, Inc.
477 Temperance Street
St. Paul, MN 55101

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

14. Choice of Law, Venue and Jurisdiction

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue lies in Scott County.

15. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. The PSLWD may amend this agreement only by action of the Board of Managers acting as a body.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

CONSULTANT
By________________________

Its________________________

PRIOR LAKE – SPRING LAKE WATERSHED DISTRICT

By________________________

Its________________________
Exhibit A

Scope of Services

Task 1: Track movement and population of carp

The Consultant will capture and surgically implant 30 adult carp throughout the three lakes with high frequency radio transmitters to track migration routes and identify potential aggregation areas. In addition, all remaining carp captured as part of the radio-tagging effort will be fin clipped and released to complete a mark/recapture population estimate during seining efforts.

Migration routes and aggregation areas of carp will be identified by completing multiple site visits to the lake to track the movement and aggregation of the carp population in preparation for seining efforts and to identify effective locations for carp barriers. Carp will be tracked post barrier installation to determine the effectiveness of the barriers and allow us to determine if any modifications may be necessary.

The Consultant will complete a count of the carp captured during seining efforts to generate a population estimate, combining the information with a weight and length subsample to obtain a biomass estimate.

Task 1 Budget:

<table>
<thead>
<tr>
<th>Staff Time</th>
<th>Unit Cost</th>
<th>Rate</th>
<th>Quantity</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Environmental Scientist</td>
<td>131.00</td>
<td>/hr.</td>
<td>348</td>
<td>$45,588</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>85.00</td>
<td>/hr.</td>
<td>30</td>
<td>$2,550</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>105.00</td>
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**TOTAL BUDGET:** $56,288

Task 1 Deliverables: Carp location data and maps, calculated number of individuals and biomass of carp removal.
Task 2: Remove a portion of carp population

The Consultant will coordinate carp removal efforts utilizing a variety of methods. Coordination will include identifying and helping the District to engage contractors for both carp removal efforts and clearing obstructions from removal locations. WSB will observe seining efforts to identify, remove and return tagged carp.

Task 2 Budget:

<table>
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<th>Staff Time</th>
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TOTAL BUDGET: $2,882

Task 2 Deliverables: Calculated estimation of carp population and biomass removal amount

Task 3: Install carp barriers at strategic locations

Using information gained from telemetry surveys, the Consultant will work with District staff to identify strategic location for carp barriers that will inhibit carp recruitment. The Consultant will present a recommendation to the board for the number, location, and type of barriers to be installed as referenced in Task 5. Once approved, the Consultant will install carp barriers at those identified strategic locations.

Task 3 Budget:

<table>
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<tr>
<th>Staff Time</th>
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TOTAL BUDGET: $15,141

Task 3 Deliverables: Installed carp barriers
Task 4: Community outreach

At the direction and request of PLSLWD, the Consultant will invite the local school district and community groups to participate in various capacities of the project as appropriate and feasible.

At the direction and request of PLSLWD, the Consultant will also present information at a Prior Lake Association meeting and/or Spring Lake Association meeting about the project’s use of integrated pest management and how these activities will improve the water quality of Spring and Prior Lakes.

Task 4 Budget:

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TOTAL BUDGET: $1,310

Objective 4 Deliverables: Public engagement activities, Presentation(s)

Task 5: Project Administration & Management

The Consultant will assist PLSLWD in developing a work plan, semi-annual reports, and a final report as needed for the Clean Water Partnership grant awarded to PLSLWD, as well as supporting materials.

The Consultant will coordinate together with District staff and with local partners to complete the objectives of the project. The Consultant will be responsible for acquiring any and all required permits for the project.

The Consultant will also present project information to the Board of Managers as requested by the District, including a presentation that would recommend the number, design and location of net and bubble/other carp barrier listed in Task 3 to the Board of Managers for approval prior to moving forward with the installation.

Task 5 Budget:

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TOTAL BUDGET: $7,860
Task 5 Deliverables: Information for work plan and reporting, necessary permits
TOTAL BUDGET SUMMARY:

<table>
<thead>
<tr>
<th>TASK</th>
<th>Budget</th>
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<td>Track movement and population of carp</td>
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<tr>
<td>Remove a portion of carp population</td>
<td>$2,882</td>
</tr>
<tr>
<td>Install carp barriers at strategic locations</td>
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<tr>
<td>Community outreach</td>
<td>$1,310</td>
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<tr>
<td>Project Administration &amp; Management</td>
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<td><strong>TOTAL BUDGET</strong></td>
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MEMORANDUM

TO: PLSLWD BOARD OF MANAGERS
FROM: MAGGIE KARSCHNIA, WATER RESOURCES PROGRAM MANAGER
SUBJECT: SHORELINE RESTORATION ON THE SPRING LAKE PARCEL
DATE: AUGUST 6, 2015

BACKGROUND

In March of 2013, the PLSLWD Board of Managers approved the acquisition of Parcel #254900060 from Spring Lake Township. Having no use for the parcel, the Township sold it to PLSLWD for $1, also avoiding the $7,000 assessment from the reconstruction of Highway 12 on the north side of the parcel.

The parcel includes approximately 350 feet of shoreline on Spring Lake, and is approximately 0.25 acres in size. The property consists of a narrow strip of land between Highway 12 and the shoreline of Spring Lake. The steep nature of the slope towards Spring Lake makes the parcel completely unbuildable with the exception of minor structures, such as a stairway. There is no nearby public parking to provide access to the lot.

PLSLWD purchased the property with the intention of using it for a future demonstration site. At that time, the Watershed Engineer at PLSLWD estimated that the costs to install the demonstration project would be a minimum of $20,000.

PLANS FOR THE SPRING LAKE PARCEL

DNR SHORELINE HABITAT GRANT

The Minnesota Department of Natural Resources (DNR) Fisheries Division has been working with Great River Greening, a non-profit organization, to improve fish and wildlife habitat in Minnesota by restoring native shoreline along lakes and rivers. As the project coordinator, Great River Greening conducts outreach to LGUs to coordinate the shoreline restorations, such as the project at the Spring Lake parcel. These projects then get partially funded by the DNR through a shoreline habitat grant.

Great River Greening reached out to PLSLWD last winter, as they were planning a future shoreline restoration project with Scott County/Three Rivers Parks District at the nearby Spring Lake Regional Park. Realizing an opportunity for coordination, PLSLWD began discussing options to complete restoration of the Spring Lake parcel in conjunction with the Spring Lake Regional Park project. With access to current grant funding and the proven ability to engage the public through volunteer events at restoration sites, Great
River Greening makes the ideal partner to work with to move forward with the intended shoreline restoration on the Spring Lake parcel.

**FUTURE ACCESS & EDUCATION**

Intended as a future demonstration site, PLSLWD staff are exploring different ways to provide access to the Spring Lake parcel. With steep slopes leading down to the lake, the Spring Lake parcel will need to have a stairway installed for safety and easy access to the shoreline. To provide a better view of the shoreline restoration demonstration areas, a dock will need to be installed. Staff are in the process of investigating any necessary requirements and permits for these structures, as well as any assumed liability and potential grant opportunities.

As the educational component of the demonstration site, signs will need to be installed to highlight the restoration efforts and to clearly identify the site to passersby. A large sign will be installed along Highway 12 and smaller interpretive signs will be placed along the stairway and the dock to identify the different restoration techniques used in these areas.

**FUNDING**

At this time, PLSLWD is ready to move forward with the shoreline restoration project in partnership with Great River Greening. These efforts are partially funded by Great River Greening through a shoreline habitat grant through the DNR which will cover the majority of the project costs. PLSLWD has been asked to contribute approximately 30% of the project costs totaling $4,200.

**RECOMMENDATION**

At this time, staff recommends the Board enter into an agreement with Great River Greening for the restoration of the Spring Lake parcel in an amount not to exceed $4,200.

Once firm plans have been established for future access and education projects, a formal resolution will be brought back to the Managers for approval of the expenditures for such purposes.
Spring Lake Shoreline Restoration Agreement

On this ______ day of ________, 2015, this Agreement (the “Agreement”), is entered into by and between Prior Lake–Spring Lake Watershed District, a political subdivision under Minnesota law (“District”); and Great River Greening, a Minnesota non-profit organization (“GRG”). “We,” “us” and “our” refer to both of the signing parties.

WHEREAS, the District was formed to manage and preserve the water resources of the Prior Lake-Spring Lake Watershed District to the best of its ability using input from its communities, sound engineering practices, and its ability to efficiently fund beneficial projects which transcend political jurisdictions. As part of these efforts, the District has acquired fee title to a parcel along Spring Lake in 2013 with the intentions of restoring the shoreline for demonstration and water quality purposes.

WHEREAS, the District wishes to partner with GRG to restore a portion of shoreline along Spring Lake in order to further the missions of both organizations. The restoration activities are further described in the Terms of Reference below.

NOW, THEREFORE, in consideration of the aforementioned, District and GRG hereby agree as follows:

1. **Terms of Reference.** GRG will lead and execute efforts to restore the woodland and shoreline of the District’s parcel on the north side of Spring Lake which will include one or more volunteer events. These restoration efforts are further described in Schedule A.

2. **Consideration.** The District will reimburse a portion of the funds for the materials, staff, and contracts necessary to complete the restoration efforts to GRG in an amount not to exceed $4,200. During the term of this Agreement, GRG shall invoice and the District shall reimburse GRG for all reasonable and approved out-of-pocket expenses as set forth in Schedule A which are incurred in connection with the restoration activities described in this Agreement.

   GRG will provide the additional funding necessary to complete the restoration efforts described in this Agreement, estimated to be $9,250.

4. **Relationship.** This Agreement does not create an employment or partnership relationship between us and we will have no obligations towards each other except for the ones expressly described in this Agreement, both during the term of this Agreement and afterward.

5. **Term and Termination.**

   5.1 This Agreement will be effective on execution by both parties and until June 30, 2017 when this Agreement will expire.
5.2 Either of us may terminate this Agreement at any time upon providing a 10 day written notice to the other.

6. **Indemnification.**

6.1 **Indemnification by GRG.** GRG will indemnify, defend and hold harmless the District, its board members, employees, agents and volunteers from any and all actions, costs, damages and liabilities of any nature arising from GRG’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty.

6.2 **Indemnification by the District.** The District will indemnify, defend and hold harmless GRG, its officers, employees, agents and volunteers from any and all actions, costs, damages and liabilities of any nature arising from the District’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty. Notwithstanding any other term of this Agreement, the District waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

7. **General Rights and Obligations.**

7.1 **Shoreline Restoration:** GRG shall be responsible for organizing, managing, and implementing the shoreline restoration tasks as outlined in Schedule A. District staff and volunteers may assist GRG in shoreline restoration tasks as requested by GRG and as staff and volunteers are available.

7.2 **Restoration Materials:** Upon completion of the shoreline restoration, early termination of this Agreement or at any time upon request of the District, GRG will share the contact information and respective hours of service for each volunteer that participated in the project with the District.

7.3 **Volunteer Events.** GRG agrees to organize and lead one or more volunteer events (the “Event”) during the course of the restoration efforts. The event(s) may or may not be organized in coordination with the Spring Lake Regional Park restoration that is scheduled during the same timeline. Organizing the Event includes, but is not limited to, the following: advertising for the Event, collecting volunteer applications/waivers/information as needed, securing necessary parking and event permits, organizing volunteer roles, providing clear communication to volunteers prior to and during the Event, and set-up and clean-up activities for the Event.

7.4 **Volunteers:** At the request of GRG, the District will recruit volunteers for the Event. GRG will provide the District with clear roles and responsibilities for the volunteers that the District recruits and will provide this request for volunteers no later than two weeks prior to the Event. The District will be responsible for alerting its volunteers of Event times and scheduling changes. GRG will be responsible for training and organizing the volunteers the day of the Event.
During the Event, GRG will have trained staff and/or volunteers that will provide direction and leadership to all volunteers.

7.4 **DNR Shoreline Habitat Grant Requirements**: GRG and the District agree to abide by the shoreline habitat grant requirements as written in Schedule B.

7.5 **No Waiver**: Any failure or delay of either of us to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.

7.6 **No Assignment or Transfer**: This Agreement is personal and may not be assigned or otherwise transferred by GRG or the District.

7.7 **Insurance**: Each party will maintain general liability coverage of at least $1 million, each claim and aggregate, on an occurrence basis, and will provide a certificate of same to the other party on request. GRG will obtain from each volunteer a signed release and waiver protecting both parties from claims by the volunteer to the greatest extent permitted by applicable law.

7.8 **Advertisement**: In all publicity or advertisement for the volunteer Event or the shoreline restoration project, GRG, the District and the Minnesota Department of Natural Resources will be recognized as project partners. GRG and the District will both promote the shoreline restoration project and the volunteer Event on their respective websites and coordinate together to distribute any press releases.

7.9 **Entire Agreement**: This Agreement sets forth the entire agreement and understanding between us in regard to the subject matter hereof, and supersedes all prior oral and written agreements and understandings between us relating thereto.

7.10 **Amendments**: This Agreement may only be amended in writing and signed by both of us.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this Agreement.

**DISTRICT**

By: __________________________
Name: Diane Lynch
Title: District Administrator
Date: August _________, 2015

**GRG**

By: __________________________
Name: Steve Thomforde
Title: Restoration Ecologist-Project Manager
Date: August _________, 2015
**Schedule A:**

**Work Plan**

**Name:** Spring Lake Shoreland Restoration Demonstration Project  
**Area:** 300 linear feet / 7,500 Square Feet  
**Location:** Scott County MN: Township 114, Range 22, Section 4

**Project Partners:**
- Minnesota Department of Natural Resources
- Prior Lake Spring Lake Watershed District (PLSLWD)
- Great River Greening

**Historic Condition:**
The historic shoreland has been severely altered due to road building during the early part of the 20\(^{th}\) century; however, the presence of bur oak and savanna ground layer vegetation, coupled with well-drained soil types and south facing aspect suggests this site was dominated by oak savanna, including bur oak (*Quercus macrocarpa*), white oak (*Q. alba*), basswood (*Tilia americana*), and aspen trees (*Populus tremuloides*) and shrubs including hawthorn (*Crataegus*), plum (*Prunus*) and a diverse intact ground layer composed of open grown and shade tolerant grasses, sedges, and wildflowers.

**Current Conditions:**
The condition of the shore land is “afforested” with a sparse native groundlayer vegetation on a steep south aspect. There are old growth open grown oaks and basswoods. Shade tolerant trees such as slippery elm, green ash, and hackberry are filling in between the old growth trees. The additional shade will soon eliminate the already sparse ground layer vegetation leaving the soils bare and susceptible to severe erosion that could contribute significant sediment and nutrient loads to Spring and Prior Lakes.

This current condition represents a common landscape syndrome where the land is abandoned and subsequently grows up in weedy trees that shade out soil stabilizing ground layer vegetation, thus creating a significant potential for soil erosion, sedimentation, and nutrient loading.

**Strengths and Opportunities:**
1. Project site is along 300 linear feet of public shoreland on Spring Lake in Scott County, MN.  
2. Shoreland is owned by PLSLWD and will serve as a demonstration for shoreland stabilization.  
3. Shoreland is in close proximity to a 1,300 linear foot shoreland restoration project located at Spring Lake Regional Park (SLRP) that will be completed in conjunction with this project.  
4. Project is suitable for small Volunteer events.
5. Project aspect is southerly and soils are well drained, both attributes that facilitate quality native plant communities.

6. Project site contains open canopy of bur oak (*Quercus macrocarpa*), red oak (*Quercus rubra*) and basswood (*Tilia Americana*) trees.

7. Ground layer vegetation is still partly intact and is composed of Pennsylvania sedge (*Carex pensylvanica*), and cool season grass species from the genera Poa and Festuca.

**Challenges, Threats and Weaknesses:**

1. Historic shoreland has been severely altered due to:
   a. Inundation of water due to extreme fluctuations in water levels in Spring Lake.
   b. Soil burden from historic Co Rd 12 construction displaced soils which now covers the shoreland.

2. Existing concentration of dead, downed wood can prevent re-vegetation, create flow channels that accelerate erosion, and make future maintenance difficult.

3. Current condition of excessive shade stresses the native ground layer vegetation.

4. Exotic species on-site include buckthorn (*Rhamnus cathartica*) and honeysuckle (*Lonicera spp.*).

5. Fast growing weedy native tree species can shade out ground layer vegetation, facilitate erosion, and out-compete quality woody species including oak, aspen, and basswood. Low quality weedy trees include:
   a. slippery elm (*Ulmus rubra*)
   b. green ash (*Fraxinus pennsylvanica*)
   c. box elder (*Acer negundo*)
   d. hackberry (*Celtis occidentalis*).

6. The proximity of Co Rd 12 creates difficult access and limits potential areas for cut brush staging.
   a. Stacking of cut brush along Co Rd 12 requires tight coordination with biomass hauling.
   b. Identifying a source for brush disposal may prove challenging (e.g. burning wood piles in winter, removal to off-site facility for biomass energy).

7. Limited access to the property.
   a. PSLWWD needs to identify parking for work crews and volunteer activities.
   b. Steep slopes leading down to shoreline. No current stairway.

**Vision:**

The Prior Lake Spring Lake Watershed District Shoreland restoration will restore an open oak–basswood understory with a robust groundlayer of native graminoids and wildflowers that stabilize soils, and install three different shoreland stabilization demonstrations including 1) cedar revetments, 2) native plantings, and 3) willow stakes/wattles. The project will create a pleasing landscape with open understories and low growing vegetation that will serve as a demonstration to shoreland property owners.
Goals:
1. Eliminate exotic buckthorn (*Rhamnus cathartica*), honeysuckle (*Lonicera spp.*), and exotic herbaceous species.
2. Restore desired ground layer vegetation by reducing standing populations of low quality woody vegetation that shades out desired species and facilitates soil erosion.
4. Reduce the amount of dead, downed wood that provides refugia for exotic species and facilitates erosion.
5. Increase diversity of ground layer and shrub species.

Objectives and Tasks:
1. Eliminate existing buckthorn, honeysuckle, and invasive/exotic herbaceous vegetation.
   a) Cut and stump treat all woody stems > than 1” diameter
   b) Hand weed whip woody stems < than 1” diameter
   c) Herbicide treat undesirable vegetation
   d) Remove from site or stack into burn piles to burn during the winter
   e) Conduct follow up herbicide re-sweep
   f) Restore fire to property, if needed and/or feasible
2. Remove all low quality trees < 9” inches DBH, including slippery elm (*Ulmus rubra*), green ash (*Fraxinus pennsylvanica*), box elder (*Acer negundo*), and hackberry (*Celtis occidentalis*).
   a) Cut down and stump treat targeted species.
   b) Remove brush and woody debris from site or stack into winter burn piles.
3. Remove 50% of the dead, downed wood or stack into winter burn piles.
4. Desirable trees are lopped up to 6 -8 feet above ground to mimic fire singe and browse-lines, and allowing more sunlight to reach the ground layer.
5. Seed bare soils with a Phase-1 native graminoid seed mix to stabilize the soils and install Phase-2 seed mix that includes an array of forbs.
6. Areas that lack any vegetation or display severe erosion on steep banks will be covered with biodegradable erosion mats.
7. Conduct two follow-up herbicide treatments for woody resprouts and invasive/exotic herbaceous vegetation.
8. Conduct volunteer event.
9. Install shoreland stabilization demonstrations, including 1) cedar revetments, 2) willow waddles / willow stakes, 3) native vegetation gardens / displays.
10. Increase ground layer vegetation cover and diversity.
    a) Monitor vegetation in response to thinning (sun-lighting) and fire
    b) Re-seed bare soils
    c) Plug native graminoid and forb species
    d) Plant native shrubs
Phase-1 Budget:
Prior Lake Spring Lake Watershed District Contributes $4,200
Great River Greening Contributes $9,250
Volunteer Event Contributes (TBD at a rate of $14/hr)
Total project costs $13,450

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<td>Development, Admin., Oversight</td>
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Plant species for lowland (wetter) plant and seed mix at Spring Lake Park

**Forbs**

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<td>Cān. Anemone</td>
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<tr>
<td>Asclepias</td>
<td>incarnata</td>
<td>marsh milkweed</td>
</tr>
<tr>
<td>Aster</td>
<td>punicës</td>
<td>swamp aster</td>
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<tr>
<td>Bidens</td>
<td>frondosa</td>
<td>common ticks</td>
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<td>palustris</td>
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<td>glabra</td>
<td>Turtle head</td>
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<td>Eupatorium</td>
<td>maculatum</td>
<td>Joe-pye weed</td>
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<td>perfoliatum</td>
<td>Boneset</td>
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<td>Helenium</td>
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<tr>
<td>Iris</td>
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<td>Northern blueflag</td>
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<td>Lobelia</td>
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<td>americanus</td>
<td>Water horehound</td>
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<td>Mimulus</td>
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<td>Physostegia</td>
<td>virginiana</td>
<td>Obedient plant</td>
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<td>Polygonum</td>
<td>punctatum</td>
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Pycnanthemum virginianum  Mountain Mint
Silphium perfoliatum  cup plant
Verbena hastata  blue
Veronicastrum virginicum  Culver’s root
Zizia aurea  Golden alexanders

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<tr>
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<td>Bromus</td>
</tr>
<tr>
<td>Calamagrostis</td>
</tr>
<tr>
<td>Carex</td>
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<td>Carex</td>
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<td>Carex</td>
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<td>Carex</td>
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<tr>
<td>Carex</td>
</tr>
<tr>
<td>Cinna</td>
</tr>
<tr>
<td>Eleocharis</td>
</tr>
<tr>
<td>Elymus</td>
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<tr>
<td>Elymus</td>
</tr>
<tr>
<td>Glyceria</td>
</tr>
<tr>
<td>Glyceria</td>
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<tr>
<td>Hierochloe</td>
</tr>
<tr>
<td>Juncus</td>
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<tr>
<td>Juncus</td>
</tr>
<tr>
<td>Muhlenbergia</td>
</tr>
<tr>
<td>Muhlenbergia</td>
</tr>
<tr>
<td>Panicum</td>
</tr>
<tr>
<td>Poa</td>
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<tr>
<td>Scirpus</td>
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<td>Spartina</td>
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Plant species for upland plants and seed mix at Spring Lake Park

<table>
<thead>
<tr>
<th>Forbs</th>
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<tbody>
<tr>
<td>Genus</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>Anemone</td>
</tr>
<tr>
<td>Anemone</td>
</tr>
<tr>
<td>Artemisia</td>
</tr>
<tr>
<td>Aquilegia</td>
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<tr>
<td>Aster</td>
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<tr>
<td>Aster</td>
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<tr>
<td>Aster</td>
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<tr>
<td>Aster</td>
</tr>
<tr>
<td>Baptisia</td>
</tr>
<tr>
<td>Caulophyllum</td>
</tr>
<tr>
<td>Coreopsis</td>
</tr>
<tr>
<td>Dalea</td>
</tr>
<tr>
<td>Dalea</td>
</tr>
<tr>
<td>Desmodium</td>
</tr>
<tr>
<td>Dicentra</td>
</tr>
<tr>
<td>Euphorbia</td>
</tr>
<tr>
<td>Gallium</td>
</tr>
<tr>
<td>Geum</td>
</tr>
<tr>
<td>Helianthus</td>
</tr>
<tr>
<td>Heliopsis helianthoides</td>
</tr>
<tr>
<td>Enemion biternatum</td>
</tr>
<tr>
<td>Liatris ligulistylis</td>
</tr>
<tr>
<td>Monarda fistulosa</td>
</tr>
<tr>
<td>Phlox divaricata</td>
</tr>
<tr>
<td>Phlox pilosa</td>
</tr>
<tr>
<td>Polemonium reptans</td>
</tr>
<tr>
<td>Ratibida pinnata</td>
</tr>
<tr>
<td>Rosa blanda</td>
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<tr>
<td>Rudbeckia hirta</td>
</tr>
<tr>
<td>Solidago nemoralis</td>
</tr>
<tr>
<td>Solidago rigida</td>
</tr>
<tr>
<td>Solidago speciosa</td>
</tr>
<tr>
<td>Thalictrum dasycarpum</td>
</tr>
<tr>
<td>Thalictrum dioicum</td>
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<tr>
<td>Tradescantia ohiensis</td>
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<td>Zizia aurea</td>
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### Graminoids

<table>
<thead>
<tr>
<th>Genus</th>
<th>Species</th>
<th>Common Name</th>
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<tbody>
<tr>
<td>Andropogon</td>
<td>gerardii</td>
<td>big bluestem</td>
</tr>
<tr>
<td>Bromus</td>
<td>kalmii</td>
<td>Kalm’s brome</td>
</tr>
<tr>
<td>Bromus</td>
<td>pubescens</td>
<td>hairy wood chess</td>
</tr>
<tr>
<td>Carex</td>
<td>brevior</td>
<td>plains oval sedge</td>
</tr>
<tr>
<td>Carex</td>
<td>molesta</td>
<td>Field oval sedge</td>
</tr>
<tr>
<td>Elymus</td>
<td>canadensis</td>
<td>Canada wild rye</td>
</tr>
<tr>
<td>Elymus</td>
<td>hystrich</td>
<td>bottlebrush grass</td>
</tr>
<tr>
<td>Elymus</td>
<td>villosus</td>
<td>silky wild rye</td>
</tr>
<tr>
<td>Elymus</td>
<td>virginicus</td>
<td>Virginia wild rye</td>
</tr>
<tr>
<td>Panicum</td>
<td>virgatum</td>
<td>Switch grass</td>
</tr>
<tr>
<td>Schizachyrium</td>
<td>scoparium</td>
<td>little bluestem</td>
</tr>
<tr>
<td>Sorghastrum</td>
<td>nutans</td>
<td>Indian grass</td>
</tr>
<tr>
<td>Sporobolus</td>
<td>heteroepis</td>
<td>Drop seed</td>
</tr>
</tbody>
</table>

### Woody plants

<table>
<thead>
<tr>
<th>Genus</th>
<th>Species</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amelanchier</td>
<td>laevis</td>
<td>Serviceberry</td>
</tr>
<tr>
<td>Amorpha</td>
<td>fruticosa</td>
<td>False Indigo</td>
</tr>
<tr>
<td>Ceanothus</td>
<td>americanus</td>
<td>New Jersey Tea</td>
</tr>
<tr>
<td>Cornus</td>
<td>ericea</td>
<td>Red osier dogwood</td>
</tr>
<tr>
<td>Prunus</td>
<td>americana</td>
<td>Wild plum</td>
</tr>
<tr>
<td>Physocarpus</td>
<td>opulifolius</td>
<td>Prairie Ninebark</td>
</tr>
<tr>
<td>Rosa</td>
<td>arkansana</td>
<td>Prairie Wild Rose</td>
</tr>
<tr>
<td>Rosa</td>
<td>blanda</td>
<td>Meadow rose</td>
</tr>
</tbody>
</table>
**SCHEDULE B:**

**Shoreline Habitat Landowner Agreement**

<table>
<thead>
<tr>
<th><strong>Landowner:</strong></th>
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</thead>
<tbody>
<tr>
<td>(Name, address, telephone and email)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Project Cooperator:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name, address, telephone and email)</td>
<td></td>
</tr>
</tbody>
</table>

**Location (County):**

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This agreement dated ____________, between the Minnesota Department of Natural Resources (DNR), Division of Fisheries and the (Landowner), and the (Project Cooperator) is entered into in order to establish native vegetation along shorelines for the purposes of creating a buffer zone and improving fish and wildlife habitat. Through this Agreement, Landowner will permit the DNR and the Project Cooperator to undertake certain shoreline habitat restoration activities.

This Agreement covers lands in T _____ N, R _____ W, S. _____ adjacent and within the following watercourse ________________, as specified in the project proposal. The term of this Agreement shall be ten (10) years, from _____ to ____________.

The Landowner is responsible for maintaining the project for a period of ten (10) years to ensure that the conservation objective of this practice is met. Minimum maintenance includes watering when needed during the first year or two and removing invasive and exotic species that encroach on the project.

The Landowner agrees to the terms of installation, maintenance and monitoring outlined in the approved project proposal.

The Landowner agrees to allow the DNR (and the Project Cooperator) access to the project area for construction, maintenance, evaluation and promotion of the project. The Landowner agrees to make the site available as a demonstration site to the general public.

The Landowner or the Project Cooperator shall secure all necessary permits for the project.

The Landowner will forego the use of fertilizer in the buffer zone created by the project.

The Landowner will forego the chemical control of aquatic plants except for the purposes of controlling algae (which still requires a permit from the DNR=s Division of Fisheries).

The DNR assumes no liability for injury or damage, other than that caused by its own negligence, in the project area. The DNR assumes no jurisdiction over the project area for purposes of controlling trespass, noxious weeds, granting rights-of-way, or other incidents of ownership.

This Agreement will be canceled upon transfer of the property to another owner during this period. This Agreement may be amended by mutual consent of the DNR and the Landowner. The DNR shall have no obligation to restore the land to its original condition upon expiration or termination of this Agreement.

---

John Hiebert
Habitat and Development Consultant, DNR-Fisheries

<table>
<thead>
<tr>
<th><strong>Landowner,</strong></th>
<th>Date</th>
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<tbody>
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<table>
<thead>
<tr>
<th><strong>Project Cooperator</strong></th>
<th>Date</th>
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</tbody>
</table>

Title

Title