

REGULAR MEETING of the BOARD OF MANAGERS
Thursday May 1, 2025 – 8:00 a.m.
RRWD OFFICE 714 6th Street SW, ROSEAU MINNESOTA



Agenda

❖ **CALL TO ORDER:**

- Pledge of Allegiance
- Approve agenda: _____

❖ **CONSENT AGENDA:** _____

- April 3, 2025 regular board meeting minutes
- April 17, 2025 special meeting minutes
- Treasurer's report
- Permits
- Review and approve manager and employee expense vouchers

❖ **DELEGATION:**

- Erick G. Kaardal, Mohrman, Kaardal and Erickson

❖ **OLD BUSINESS:**

- Building insulation quote _____
- Personnel Policy: adoption _____
- Spruce 35 Wetland Bank update _____

❖ **NEW BUSINESS:**

- Beaver Trapping policy _____
- Payroll & bill payment authorization _____

❖ **PROJECTS:**

- Oak Crest Coulee: set final hearing _____
- CD 8 FEMA mitigation work update _____
- Whitney Lake: discussion _____
- Big Swamp North (Badger Creek): _____
- Roseau Lake: authorization to apply for LSOHC funding _____

❖ **REPORTS:**

- RRWMB: _____
- Specialist: _____
- Administrator: _____

❖ **OTHER ITEMS:** _____

❖ **NEXT MEETING DATE:** June 26, 2025 @ 8:00 a.m. (combined June & July meetings)

❖ **MOTION TO ADJOURN:** _____ Time: _____

❖ **DATES TO REMEMBER:**

- Big Swamp PT meeting – May 1 @ 11:00
- Hay Creek PT meeting – May 1 @ 1:00

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD
OF MANAGERS MEETING HELD APRIL 3, 2025**

ORDER: Chairman Diesen called the meeting to order at 8:00 a.m. and led the Pledge of Allegiance.

MANAGERS PRESENT: Carter Diesen, Laverne Voll, Jason Braaten, James Johnson, and Cody Schmalz

STAFF PRESENT: Administrator Halstensgard, Technician Broten, and Assistant Wensloff

OTHERS PRESENT: Ericka Halstensgard, Roseau County Highway Department (RCHD)Engineer; Randy Prachar

CONSULTING STAFF PRESENT: Erik Jones (via Teams), Houston Engineering; Nate Dalager, HDR; Torin McCormack, HDR; Michelle Moren, Attorney; Jacqueline Mosher, Attorney

AGENDA: A **motion** was made by Manager Braaten to approve the agenda with the addition of employee wage discussion under Other Items, seconded by Manager Voll. Motion carried unanimously.

CONSENT AGENDA: A **motion** to approve the Consent Agenda, was made by Manager Voll and seconded by Manager Johnson. The motion was carried unanimously.

Adoption of the Consent Agenda included:

- Approval of the March 6, 2025, regular meeting minutes as amended
- March Treasurer's Report included additional bills for Moren Law Office for \$2,585.00, and ESRI Services for \$2,388.72
- Approval of permit #2025-003(RCHD), permit #2025-004(RCHD), and permit #2025-005(MnDOT)
- Manager and employee expense vouchers as read by Manager Braaten

OLD BUSINESS: Records Establishment Update – Administrator Halstensgard led the update with Roseau County releasing the WD 3 & CD 8 records to the Roseau River Watershed District. Staff and HDR will now need to proceed with attaining the State records on SD51. Engineer Dalager clarified information on ditch records. Manager Voll made a **motion** to move forward working with Attorney Moren, Engineer Dalager, and Surveyor George Columbe on that process. Manager Johnson seconded the motion. Motion carried unanimously.

Culvert Survey Update –Engineer Dalager and Engineer Jones led the update with funding discussion. The Hay Creek Sub-watershed will be the priority area for this year's field collection.

NEW BUSINESS: There was no new business for this meeting.

PROJECT UPDATES:

Whitney Lake - Administrator Halstensgard stated that our Flood Hazard Mitigation grant runs out at the end of this year, including the grant extensions. She presented three different options moving forward on the Whitney Lake project. The board will continue discussion at the May meeting.

Big Swamp North (Badger Creek) - Engineer Jones and Torin McCormack led the discussion about the Project Team plans and actions being taken, including funding, work completed, permitting, and the next design steps.

Roseau Lake - Administrator Halstensgard talked about funding challenges for all the Flood Hazard Mitigation projects in the state. Administrator Halstensgard testified before the House Capital Investment Committee in St. Paul with a delegation from the Red River Valley that included Rob Sip, RRWMB, and Chad Engel, Moore Engineering. Representative Burkel sponsored the legislation for funding projects in the Red River Valley. A proposal for LSOHC funding will be submitted for consideration for FY 2027 funding. The DNR will also be requesting RIM money for the next phase of Roseau Lake construction.

REPORTS:

RRWMB: Manager Braaten gave updates on the RRWMB.

Technician: Technician Broten gave an update on insulation quotes for our RRWD building. He also gave updates about brushing on Sprague Creek and the drone footage he took on Pine Creek. He also mentioned the Watershed Specialist Training that he will be taking to attain wetland delineation certification this fall.

Administrator: Administrator Halstensgard provided a written report and reviewed the following items:

- Summer Tour 25 – Manager Johnson made the **motion** to approve a \$2,000 spending budget for use on the MN Watershed Summer Tour. Manager Schmalz seconded the motion. Motion carried unanimously.
- River Restoration – MN DNR public waters permit was received. We are still waiting for COE 404 permit.
- 2025 Property taxes – Manager Voll made a **motion** to pay RRWD property taxes in full, in the amount of \$11,473.84. Manager Johnson seconded the motion. Motion carried unanimously.
- 2024 Audit – Brady Martz will be onsite April 16th

9:00 a.m. Phases 3 & 4 Bid Opening – There were three bids received, complete with bid bonds, submitted for the Roseau Lake Rehabilitation Project Phases 3 & 4. They were from Gladen Construction, Zavoral Construction, and Spruce Valley Corporation. A bid tabulation will be completed. Bids were received for the base and the alternate. Manager Johnson made a **motion** to accept Gladen's Alternative Bid of \$4,798,455.05 with contingency for additional funding. Manager Voll seconded the motion. Motion carried unanimously.

OTHER BUSINESS: Manager Voll made a **motion** for a wage increase for two RRWD employees. Technician Broten will get an increase in salary to \$49,884.87 and \$6,000 insurance stipend annually. Administrative Assistant Wensloff will get a two dollar an hour increase from \$20.60 to \$22.60. Manager Braaten seconded the motion. Motion carried unanimously.

After a **motion** by Manager Voll, seconded by Manager Schmalz, the meeting was adjourned at 9:40 a.m. The next meeting will be held May 1, 2025, at 8:00 a.m.

Respectfully submitted,

Laverne Voll, Secretary

Tracy Halstensgard, Administrator

April 2025 Bill & Receipts

Checkbook Balance as of March 27, 2025	\$575,036.50
Receipts:	
Citizens State Bank -- interest 3-17-25	\$ 87.95
RR Joint Powers Board -- Oak Crest Coulee	\$ 33,925.13
RRWMB -- Roseau Lake reimbursement	\$ 66,671.29
State of Minnesota -- Malung Dam reimbursement	\$ 75,280.60
Minnesota Energy Resources -- rebates	\$ 600.00
Total:	\$ 176,564.97
Bills:	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 5,956.89
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,172.89
Tawni Wensloff -- wages	\$ 2,696.70
Tracy Halstensgard -- Mileage and expenses	\$ 723.74
Jason Braaten -- Per Diem & mileage	\$ 130.84
Carter Diesen -- Per Diem & mileage	\$ 487.71
James Johnson -- Per Diem & mileage	\$ 1,450.72
Cody Schmalz -- Per Diem & mileage	\$ 181.94
LaVerne Voll -- Per Diem & mileage	\$ 858.46
Tawni Wensloff -- mileage & expenses	\$ 318.34
Elan Financial Services -- credit card	\$ 2,904.40
City Of Roseau -- utilities	\$ 191.15
Minnesota Energy Resources -- natural gas	\$ 165.20
Marco Technologies -- contract	\$ 91.00
Marco -- copier contract	\$ 177.66
Patrick Moren Law Office -- Legal Fees	\$ 2,585.00
Roseau Times Region -- notice & bid notice	\$ 840.60
Roseau Electric Co-op -- Int/phone --	\$ 130.18
Northern Resources Cooperative -- gas for vehicle	\$ 81.30
Coast True Value -- supplies	\$ 61.26
Verizon Wireless -- Trimble	\$ 40.01
North Pine Services -- snow removal	\$ 360.00
Smith Partners -- Roseau River easement acquisition	\$ 782.01
Jon Schauer, DbA Consulting -- year-end financials & adjustments	\$ 2,887.50
Roseau Lake of the Woods Title & Abstract -- Lee acquisition abstracting	\$ 537.00
Roseau Lake of the Woods Title & Abstract -- Lee acquisition & closing	\$ 1,561.26
Multi-Office Products -- supplies	\$ 302.95
Houston Engineering -- invoices #75540, 75539 & 75540	\$ 59,956.68
Environmental Systems Research Institute -- software maintenance	\$ 2,388.72
Red River Watershed Management Board -- Facilitation cost share	\$ 3,902.55
Roseau County Treasurer -- property taxes	\$ 11,473.84
HDR -- Inv #1200700526, 1200700527 & 1200701072	\$ 1,210.00
HDR -- Inv 1200700525 & 1200692771	\$ 968.54
HDR -- Inv #1200699366, 1200701073, & 1200700528	\$ 46,559.14
Total:	\$156,136.18

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD OF
MANAGERS SPECIAL MEETING HELD APRIL 17, 2025**

The purpose of this meeting is to discuss the Roseau Lake Phase 3 & 4 bid.

MANAGERS PRESENT: Chairman Carter Diesen, LaVerne Voll, Jim Johnson, and Jason Braaten

STAFF PRESENT: Administrator Halstensgard, Technician Broten, and Assistant Wensloff

CONSULTANTS PRESENT: Michelle Moren (via Teams), Attorney

OTHERS PRESENT: Aaron Gladen, Gladen Construction; Luke Paine, Gladen Construction

AGENDA: Manager Voll made a **motion** to approve the agenda, Manager Johnson seconded that motion. Motion carried unanimously.

Administrator Halstensgard started the meeting with CDS funding. Mentioning that she would be working with RRWMB and will be applying for LSOHC money to be available in 2026. She stated that Engineer Dalager has talked to Gladen about project phasing and will discuss details at a later date. RRWMB has \$2.7 million allocated to this part of the project. Attorney Moren recommended that we stick to the original contract.

Aaron Gladen spoke about some project details, including work schedule.

Manager Voll made a motion to accept the Gladen Construction base bid as amended with provisional language. Manager Johnson seconded the motion. Motion carried unanimously.

Notice of award will be given along with Notice to Proceed. Contracts will be drawn up. Chairman Diesen will sign. Administrator Halstensgard explained the payment process.

Manager Johnson made a **motion** to adjourn the meeting, seconded by Manager Braaten. The meeting adjourned at 8:13 a.m.

Respectfully submitted,

LaVerne Voll, Secretary

Tracy Halstensgard, Administrator

May 2025 Treasurer's report

Checkbook Balance as of April 25, 2025	\$486,693.96
Receipts:	
Citizens State Bank -- interest	
Total:	\$ -
Bills:	
Tracy Halstensgard -- Salary, Ins stipend & cell reimbursement	\$ 5,956.89
Blaine Broten -- Salary, Ins stipend & cell reimbursement	\$ 3,172.89
Tawni Wensloff -- wages	
Tracy Halstensgard -- Mileage and expenses	
Jason Braaten -- Per Diem & mileage	
Carter Diesen -- Per Diem & mileage	
James Johnson -- Per Diem & mileage	
Cody Schmalz -- Per Diem & mileage	
LaVerne Voll -- Per Diem & mileage	
Elan Financial Services -- credit card	
City Of Roseau -- utilities	
Minnesota Energy Resources -- natural gas	\$ 126.79
Marco Technologies -- Adobe Acrobat Pro renewal	\$ 863.64
Marco -- copier contract	\$ 177.66
Patrick Moren Law Office -- Legal Fees	
Roseau Times Region -- notice & bid notice	
Roseau Electric Co-op -- Int/phone --	\$ 126.85
Northern Resources Cooperative -- gas for vehicle	
Coast True Value -- supplies	
Verizon Wireless -- Trimble	\$ 40.01
North Pine Services -- snow removal	
Smith Partners -- Roseau River easement acquisition	
Dot.Com connection -- website maintenance 1st qtr	\$ 385.00
Anderson Bros Construction -- SD 51 debris removal	\$ 30,457.50
Multi-Office Products -- supplies	\$ 302.95
Houston Engineering -- invoice #	
Houston Engineering -- invoice #	
Houston Engineering -- invoice #	
HDR -- Technical Assistance, 2-23-25 through 3-29-25 Inv #1200713181	\$ 7,638.30
HDR -- SD 69 / Big Swamp North, 2-23-25 through 3-29-25 Inv# 1200713180	\$ 5,325.50
HDR -- Roseau Lake 2-23-25 through 3-29-25 Inv #1200713183	\$ 14,549.72
HDR -- Hay Creek Sub-watershed 2-23-25 through 3-29-25 Inv 1200713179	\$ 2,018.75
HDR -- Whitney Lake site A, 2-23-25 through 3-29-25 Inv #1200712564	\$ 8,077.25
Total:	\$79,219.70

ARCTIC SPRAY FOAM & INSULATION INC.

DBA THE INSULATION PLACE
14770 69TH PL NE
GRAFTON, ND 58237-9216

Estimate

Date	Estimate #
4/2/2025	334

701-352-3233

BLAINE BROTEN

PHONE NUMBER

218.242.6625

Description	Total
AREA FIGURED: 40' X 80' AREA 1. FURNISH AND ADD 13" OF FIBERGLASS . PRICE INCLUDES BUILDING BOX AROUND MANHOLE ENTRANCE INTO ATTIC TO ACQUIRE THE PROPER R-VALUE. 2 PRICE INCLUDES ALL LABOR AND MATERIAL USED TO COMPLETE THE JOB. THE OWNER HAS THE AREA READY TO GO AS NEEDED AND DISPOSES OF THE PLASTIC USED TO COVER THE FLOOR, WINDOWS AND DOORS. 3 PRICE IS FOR APPLICATION ABOVE 35 DEGREES AND THE SURFACE MUST BE DRY FOR PROPER ADHESION. IF DONE IN COLD WEATHER THERE WOULD BE AN ADDITIONAL CHARGE FOR FUEL AND OUR HEATER. BALANCE DUE IN FULL WHEN PROJECT IS COMPLETE. Estimate is good for 90 days. Buyer agrees to pay monthly finance charge of 1 1/2% per month if this invoice is not paid as per payment schedule. This amounts to an annual interest rate of 18%. NOTE: Urethane foams can present a potential fire hazard. It is recommended by the industry and by our company that all foam be covered with a fire proof or fire retardant material. However, if the owner does not wish this done, he or she assumes the entire responsibility for the job and any subsequent costs and liabilities incurred due to fire and related effects.	3,570.00
Thank you for allowing us to send you an estimate!	Total \$3,570.00



PERSONNEL MANUAL
Adopted January ~~2014~~2025

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MANUAL PURPOSE AND INTENT

PURPOSE

The purpose of this manual is to provide a consistent, comprehensive, and fair manner in handling personnel administration. Provisions of this manual apply to all employees unless the provisions are superseded by terms of an individual employment agreement. The policies and procedures outline are intended as guidelines. **These should not be interpreted as a binding employment contract or an offer of specific employment conditions.** Any oral statements or promises to the contrary should not be relied upon by any prospective or current employee. While it is our intent to keep the manual current and everyone informed, there may be times when the rules, policies, or procedures will change before the manual can be updated. **The contents of this manual, in whole or part, are subject to change, revocation, modification, or amendment at any time at the sole discretion of the RRWD, without advance notice.** Any change in the manual shall apply to existing as well as future employees.

NOTE: This Manual, and its contents, as of the date of the most recent revision, supersedes any and all previous manuals or policies. Any statement or promise by the Board, Administrator, or Supervisor, past or present, not made in writing and approved by the Board, may not be interpreted as a change in policy.

If at any time during your employment you have questions concerning any of the RRWD's policies, procedures, or benefits, you are to discuss them first with the Administrator.

It is understood that the Board has final authority over any alteration to this manual. Any alteration or modification of the policies in this manual must be in writing and provided to staff.

ADMINISTRATION

This manual shall be administered by the Administrator, who is directly accountable to the Board. The Administrator shall develop, as necessary, all forms, rules, procedures, and instructions for the proper administration of the manual. All employees will receive a copy of the manual as part of the hiring process [as well as any updated versions](#).

Failure by the RRWD to enforce any given provision of this manual does not serve to invalidate the specific provision or other provisions in the manual. Should any provision in this manual be found to be unenforceable or invalid, such finding does not invalidate the entire manual, but only that particular provision.

Obtaining the authorization of the Administrator is referenced throughout this manual. This applies only if an Administrator is so named. In the absence of the Administrator position being filled, Chairman of the Board would be substituted.

EMPLOYMENT PRACTICES AND PROCEDURES

ARTICLE I. NONDISCRIMINATION POLICY

It is the policy and intent of the RRWD to extend equal employment opportunities to all employees and applicants for employment, advancement and training without discrimination as to mental or physical disability, age, sex, marital status, race, color religion, national origin or political affiliation, and with proper consideration for privacy and constitutional rights. Positions shall be open to all applicants who meet the qualifications established for the position for which application is made.

ARTICLE II. AT-WILL EMPLOYMENT

Neither the offer and acceptance of employment nor the establishment and maintenance of policies and procedures by the RRWD create a contract of employment. Your employment with the RRWD is at-will. This means that neither you nor the RRWD has entered into a contract regarding the duration of your employment. Although it is intended that the relationship between the RRWD and its employees will grow and continue in the best interest of both the employee and the RRWD, the employment relationship can be terminated at any time, for any reason, by the RRWD or the employee. Likewise, the RRWD has the right to discipline, transfer, or demote you at any time.

ARTICLE III. DEFINITION OF EMPLOYEES

The following definitions of employment categories are designed to allow you to understand your employment status and benefits eligibility.

Section 1. Part-time or Temporary Employees

Part-time / Temporary employees are paid hourly and generally work less than 40 hours per week or less than 7 months out of the year. Part-time / temporary employees are not eligible for the RRWD's benefit programs, other than as specifically provided in this manual. Part-time / temporary employees are entitled to receive all legally mandated benefits such as Workers Compensation and Social Security.

Section 2. Full-time Employees

Full-time employees work a regularly scheduled 40-hour week. Full-time employees are eligible for the RRWD's full benefit package, subject to terms, conditions, and limitations of each benefit plan and specific written employment agreements where applicable.

Section 3. Salaried Employees

Salaried employees will schedule their hours as necessary to maintain a minimum 40 hour work week. Salaried employees are eligible for the RRWD's full benefit package as negotiated with the Board, subject to terms, conditions, and limitations of each benefit plan and specific written employment agreements where applicable.

Section 4. Exempt And Non-Exempt Employees

RRWD complies with all federal and state labor laws. At the time you are hired, you will be classified as either "exempt" or "non-exempt". This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. These employees are referred to as "non-exempt". This means that they are not exempt from (and therefore will receive) overtime pay at a rate of one and one half (1.5) times the regular hourly rate.

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Exempt employees are persons employed in bona fide executive, administrative, or professional positions as defined by federal wage laws. They may include managers, supervisors, professional and technical employees whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted.

All bona fide professional, administrative and executive employees who are exempt from the provisions of the Minnesota and federal FLSA shall not receive overtime or compensatory time off. Employees with any questions or complaints regarding the RRWD's application of the state or federal FLSA must submit them in writing to the Administrator.

Each employee will be provided with a written job description of his/her position. The job description will be reviewed annually or as otherwise needed by the Administrator with the employee for any changes in duties. The job description will indicate whether you are exempt or non-exempt. All overtime for non-exempt employees must be approved in advance by the Administrator.

ARTICLE IV. HIRING AND TERMINATION PROCESS

Section 1. The Administrator Position

The Human Resource Committee will serve as a search committee for the Administrator position. The full Board will negotiate terms with potential candidates. Recommended candidates shall interview with the full Board.

Section 2. RRWD Staff Positions

Staff hiring/termination decisions are made by the full Board in consultation with the

Administrator.

Section 3. Vacancies

Current employees are encouraged to apply for new or vacant positions for which they are qualified. Such openings and vacancies may be posted by the RRWD prior to the filling of the position. Vacancies may be posted with appropriate employment agencies and advertised in other publications the RRWD deems necessary in order to secure qualified applicants for the vacancy.

Section 4. Separation from Employment

Employees may be separated from employment by means of retirement, voluntary termination, discharge, or layoff. All debts must be repaid and all RRWD property must be returned to the Administrator prior to the last day of employment. Failure to return RRWD property may be considered theft.

RETIREMENT

No regular employee shall be required to retire from the RRWD employment solely for age, except in those positions where a bona fide occupational qualification exists.

VOLUNTARY RESIGNATION

Employees who plan to resign from the RRWD are requested to provide a written letter of resignation a minimum of 10-working days in advance to the Administrator, or, in the case of the Administrator's resignation, to the Board. Additional notice is desirable whenever possible.

Employees who are absent from work for three days without notification and approval of their supervisor, or who fail to return to work from an approved leave, will be considered to have voluntarily resigned their position.

DISCHARGE

In some ~~cases~~ cases, it may be necessary for the RRWD to involuntarily terminate the employment relationship with an employee. All employment with the RRWD is at-will, and the RRWD retains the right to terminate an employee.

Severance

Permanent ~~full-time~~ full-time employees whose employment is terminated either by the Board, resignation or retirement, shall be entitled to receive payment of any unused annual leave and all unused sick leave, other than as provided in Section IV.

Severance Pay shall be paid to the surviving spouse, dependents or estate upon death of an employee. Severance is determined by using the employee's daily rate times the number of day's available (annual salary divided by work days). For employees who are terminated, in addition to their unpaid sick leave and accrued vacation, one month's wages / Salary shall be paid as severance.

REDUCTION IN WORK FORCE

In order to ensure a balanced work force, the RRWD may, at its discretion, determine that adjustments are needed. Whenever possible, employee(s) will receive a notice of reduction in work force ten working days in advance of the effective date of the lay off.

ARTICLE V. WAGE AND SALARY ADMINISTRATION

Section 1. Authority to Establish Salaries

The Board shall approve the salaries, wages and benefits for all positions covered by this Manual.

Rates of pay shall be determined upon the basis of job requirements and level of performance. It is the goal of the RRWD to pay wages and provide ~~fringe~~ benefits, which are competitive with comparable employers in the community, region, and country.

Section 2. Pay Period

Employees shall be paid monthly on the first day of the month or closest working day. The Board will approve miscellaneous expenses submitted for reimbursement, based on the Treasurer's recommendation.

ARTICLE VI. HOURS OF WORK

The regular workweek normally consists of five (5) consecutive workdays from 7:30 a.m. until 4:00 p.m. beginning Monday and ending Friday. However, in recognition that the nature of the RRWD work is such that certain work assignments cannot always be scheduled or confined to specific hours, employees are employed to accomplish the objectives of their positions and not to work a predetermined number of hours per day or days per week. Flexibility of time management is encouraged for RRWD staff to best accomplish the work of the District. All overtime must be approved in advance by the Administrator.

Remote work may be appropriate for certain roles that can be performed effectively without constant physical presence in the office. Employees must demonstrate a consistent track record of meeting performance expectations while working remotely. Employees must maintain a consistent work schedule, as agreed upon with their Administrator or Board and be available during core business hours. Remote work employees must take regular breaks and lunch as required by law.

ARTICLE VII. EMPLOYEE EXPENSES

Section 1. Travel Expenses

When you must travel on business, the RRWD intends to provide for your comfort and well being while receiving the best value for the money spent on business expenses. In general, the RRWD will pay all reasonable business travel expenses. You are expected to live normally while on RRWD business without experiencing any personal losses. At the same time, you are to spend the RRWD's money with the same care and judgment that you would use your own funds.

Any alcohol use must be appropriate and no driving while under the influence is permitted.

Conferences and Conventions

Attendance at conference/conventions must be approved in advance by the Board. The conference/convention must have a direct benefit to the organization.

Type of Permitted Paid Travel:

- Meetings of professional organizations
- Official RRWD business
- Training and education
- [Requested representation by a partnering entity](#)

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Section 2. Authority for Travel

The Administrator must provide prior approval for all out-of-city business travel by all employees. The Board must approve any out-of-city travel if funds are not available and budgeted for the travel requested.

Section 3. Expenditure of Funds

You will be reimbursed for actual and reasonable expenses incurred upon approval by the Board, based on the Treasurer's recommendation.

Reimbursement will be based upon receipts for registration, lodging, meals and other authorized expenditures to be filed not later than sixty (60) days after travel has been completed. All meals incurred during a trip should be reasonably in line with the local market. No employee shall be entitled to overtime pay or compensatory time off in lieu thereof when attending a conference, training session or similar function or when in an out-of-city travel status.

Section 4. Use of Personal Vehicles

Mileage will be reimbursed at the rate approved by the Federal Internal Revenue Service for the actual use of your personal motor vehicles for official business.

Mileage for travel to and from work at the beginning of and end of the normal workday does not qualify for reimbursement. Travel to places other than the normal workstation during regular business hours and travel for work or meetings outside of regular business hours requiring extra trips is reimbursable upon prior approval of the Administrator.

Employees using their personal vehicles on official business shall have on file with the RRWD evidence of insurance showing at least the following minimum insurance coverage:

Personal injury liability	\$100,000 per person
Personal injury liability	\$300,000 each occurrence
Property damage liability	\$25,000

The RRWD shall not be liable or responsible for any damage to an employee's personal vehicle. Employees using their personal vehicles on official business must have in their possession a current driver's license from the state or province in which they maintain their permanent residence.

Section 5. Reimbursement of Expenses

All reimbursable expense must be documented on forms provided by the RRWD and must be submitted to the Administrator at least four days in advance of the Board meeting.

Reimbursement for membership dues, cost of meals and related expenses of an employee's participation in any organization or activity, which furthers the mission of the RRWD, is subject to the advance approval of the Board.

ARTICLE VIII. PROBLEM SOLVING PROCESS

When people work closely together, it is only natural that problems, questions or conflict may sometimes arise. It is in the interest of the RRWD and employees that these issues be resolved as quickly and fairly as possible. Therefore, the RRWD supports an "open-door policy" to encourage addressing these issues.

Section 1. General Policy

If you have a work-related or personal problem that you think the RRWD can help you resolve, we encourage and expect you to discuss it with that coworker or supervisor directly. It is destructive to harmonious working relationships for employees to create or repeat rumors, gossip, or information merely intended to discredit or harm another. It is more constructive to consult with the individual immediately with any questions and attempt a mutual understanding. If a problem arises between peers or coworkers, it is expected that the individuals involved will seek to resolve the problem in a professional manner. If a resolution is not reached after a reasonable period of time, the next course of action is to request a joint meeting with the Administrator. The purpose of the meeting will be to discuss the issue that arises during the course of your employment and ensure that the Administrator is aware of the situation. The Administrator will attempt to resolve the situation.

Section 2. Appeals

If an issue has not been satisfactorily resolved by the Administrator, employees may appeal to the Human Resources Committee.

The Human Resources Committee will review all of the documents provided and determine if further investigation is warranted. Pending the outcome of the review

and/or investigation, the Human Resources Committee will determine the need to schedule a meeting with the individual(s) involved. If warranted, the Human Resources Committee will make a recommendation to the Board for action.

ARTICLE IX. PERFORMANCE EVALUATIONS

Section 1. Overview

The performance appraisal process is designed to assist and encourage the employee to reach maximum potential. Standards against which performance is to be measured shall be specific, measurable, related to quality, quantity, timeliness or work, and working relations. Other reasonable performance criteria, as determined by the Administrator, will also be initiated as necessary to make an accurate and thorough evaluation.

Your performance appraisal is intended to be a two-way discussion. You will have an opportunity to provide feedback regarding your position and any issues or concerns you may have. It is also a time for your supervisor to provide feedback on your performance, attendance or work conduct. Informal communication initiated by your supervisor or an employee regarding performance is encouraged and should take place regularly to resolve problems, correct mistakes, provide direction and enhance ongoing employee development.

Section 2. Schedule

Your performance will generally be reviewed and discussed with you by the Human Resource Committee and or the Board of Managers on or about the following intervals:

- After completion of six (6) months of continuous employment;
- At your one year anniversary and annually thereafter.

In addition to the annual performance appraisals, employees may be evaluated under the following circumstances:

- Any time an employee's performance has changed significantly, positively or negatively.
- Anytime the Administrator feels it is in the best interest of the employee or the RRWD.

Section 3. Record of Performance Evaluations

Formal, written performance appraisals may be kept in the employee's personnel file. An additional copy may be retained by the employee and/or the Administrator.

Section 4. Review of Performance Evaluations

The Human Resource Committee and or board of managers shall discuss the formal, written performance appraisal report with the employee before the appraisal is made

part of the employee's permanent record. The employee's signature is required to indicate receipt of the evaluation, not necessarily agreement with the content. Employees have the right to request that the Administrator include a written response to their performance appraisal in their personnel file.

ARTICLE X. DISCIPLINARY ACTION

Section 1. General

Disciplinary action should be promptly administered and thoroughly documented. Disciplinary action may include one or more, or all of the following: oral reprimand, written reprimand, suspension, demotion or discharge. **The RRWD retains absolute discretion in determining the appropriate discipline and any form of discipline may be given notwithstanding previous discipline or lack thereof.**

Section 2. Causes for Disciplinary Actions

Causes for disciplinary actions include but are not limited to the following:

1. Willful violation of any of the provisions of this Manual or administrative directives.
2. Abusive or improper treatment of other employees or the public.
3. Discrimination.
4. Violation of the RRWD's Harassment Policy.
5. Habitual unexcused tardiness or absence from the work place or place of duty during regular working hours.
6. Insubordination.
7. Failure to adequately perform the job.
8. Conflict of interest.
9. Abuse of sick leave.
10. Being under the influence of alcohol, controlled substances or drugs (other than prescription drugs authorized by a licensed physician or dentist).

ARTICLE XI. EMPLOYEE REFERENCES

When the RRWD receives a request for information from another person or entity about an employee, either during employment or after the employee's employment has ended, it is the RRWD policy to provide only the following:

- a. dates of employment;
- b. last job title.

In general, RRWD policy is not to furnish any other information about work performance or employment, unless the employee specifically directs it to do so and signs a release prepared by the RRWD which authorizes it to do so. If an employee does not authorize the RRWD to furnish any additional information, it will advise the requesting person or entity that, absent a release, RRWD's policy is to provide only the information set out in a-b above.

WORKPLACE CONDUCT

ARTICLE XII. EMPLOYEE CONDUCT

Section 1. Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the RRWD requires employees to operate. The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when an employee is in the position to influence a decision that may result in a personal gain for that employee or for a relative or domestic partner as a result of RRWD business dealings. RRWD employees should also conduct themselves to avoid the perception of any conflict of interest. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. If you recognize that your participation in a decision would create a conflict of interest, you should promptly disclose the conflict to the Administrator, or, in the case of the Administrator, to the Board.

Section 2. Confidentiality of Information

As part of your job, you may have access to confidential information. You possess or have access to confidential information because you hold a position of trust at the RRWD. Each employee must observe strict confidentiality in the safeguarding of all confidential business information both during their employment with the RRWD and after they leave employment. Employees and former employees shall not disclose confidential information to relatives, acquaintances, or any other member of the public.

Client and personnel files may contain confidential information, and are kept secured when not under the direct supervision of the staff charged with their maintenance.

It is the policy of the RRWD that certain information relating to litigation be held in confidence. It also is the policy of the RRWD that all data declared confidential, private or non-public by the Minnesota Government Data Practices Act is not disclosed. If you do not follow this law, you could cause the RRWD to be liable to persons affected by your unlawful release of data. You could also be found guilty of a misdemeanor if the violation was willful, and be subject to disciplinary action up to and including termination.

Employees who improperly use or disclose confidential business or personal information will be subject to disciplinary action, up to and including dismissal and legal action, even if they do not actually benefit from the disclosed information.

Employees are responsible for safeguarding information when using computer equipment or sending messages over the Internet or e-mail. Employees must use caution when using passwords and are not permitted to release such information to unauthorized individuals.

Section 3. Legal and Ethical Behavior

All employees are required to conduct themselves in a lawful, ethical and safety-conscious manner in the workplace. Our adherence to legal, ethical and safety-conscious behavior includes, but is not limited to, the following:

- Employees are responsible for conducting RRWD business in accordance with ethical business practices. All officers and employees are expected to conduct the RRWD's business in accordance with all applicable laws and regulations consistent with the highest business and legal standards which society develops on a continuing basis.
- Except where permitted by law and approved by management, the use or giving of corporate assets or funds in any form for contributions to political candidates or organizations is strictly prohibited.
- All officers and employees shall operate any RRWD vehicle safely and in accordance with applicable state and federal laws, in an effort to ensure respect for image, safety of all riders and protection of the RRWD and customers from liability due to negligence or infraction of above-mentioned laws.
- The use of RRWD funds or assets for entertainment of, or gifts or other consideration of value, to government officials or employees or others is prohibited except to the extent customary and provided they are reasonable in amount, legal under applicable law, and not in consideration of any improper action by the recipient.
- While employed, no employee shall accept full-time, part-time, or temporary employment in any organization that is regulated by the RRWD.

- Upon leaving employment with the RRWD, no employee shall represent or lobby on behalf of any person, organization, or corporation on any matter before the RRWD in which the former employee participated for a period of one (1) year after leaving RRWD employment.
- No employee or independent contractor working for the RRWD shall accept gifts of more than nominal value from any person or firms regulated by the RRWD, or accept any gifts of more than nominal value from any interested person, lobbyist, or principal who has a direct financial interest in a decision in which the employee is an active participant.
- Officers and employees who know of a violation or potential violation of this policy are expected to report it to the Board.

The RRWD guidelines for legal and ethical behavior are applicable wherever the RRWD conducts its business. The RRWD expects and requires absolute candor and compliance with the policies set forth above.

Section 4. Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the RRWD expects employees will behave in a professional manner and abide to RRWD policies, Rules, Bylaws or supervisory directions and generally accepted rules of conduct that will protect the interest and safety of all employees and the organization.

The RRWD has the following general expectations with regard to your work conduct:

1. You will treat all RRWD employees, Board of Managers members, consultants, members of the public and others engaged in RRWD business with dignity and respect and in accordance with RRWD policies and state and federal laws regarding discrimination and harassment.
2. You will be regular and punctual in your attendance.
3. Employees in daily contact with the public shall dress appropriately and in a professional manner.
4. You will report any damage to RRWD property to the Administrator immediately.
5. You will comply with applicable safety practices and requirements, such as the wearing of personal protective equipment

Examples of unacceptable conduct include, but are not limited to:

- Conduct unbecoming an employee, which is illegal, unethical, disrespectful, or otherwise, impairs job performance or causes discredit to the organization.
- Insubordination.
- Deception in securing employment.
- Falsification of organization records.
- Unauthorized or excessive absences, tardiness or abuse of leave privileges.
- Unauthorized duplication of computer software.
- Unauthorized distribution of confidential litigation records.

- Unauthorized release or destruction of government data protected under the Minnesota Government Data Practices Act.
- Performing extensive personal work during work hours.
- Intoxication or personal possession or use of intoxicants or controlled substances during working hours.
- Gambling or possessing unauthorized or illegal gaming devices during working hours.
- Deliberate acts that result in, or could result in, destroying or defacing RRWD or another employee's property or inflicting bodily injury to a fellow employee.
- Instigating, encouraging, or participating in any form of work slowdown or stoppage.

The above list is not intended to cover every situation that may arise but merely to identify areas of special concern. An employee's failure to meet these expectations will result in discipline, up to and including immediate termination, either with or without warning.

Section 5. Teamwork

Cooperation between employees is essential if the RRWD is to carry out its assigned missions. Suggestions from employees are encouraged and welcomed. Employees should assist each other professionally, gracefully, and without hesitation.

ARTICLE XIII. DISCRIMINATION AND HARASSMENT

Section 1. Statement of Policy

Each RRWD employee has the right to work in a professional atmosphere, which promotes equal opportunities and prohibits discriminatory practices, including harassment. Any employee who engages in harassment on the basis of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local commission, disability or age; who permits employees under his/her supervision to engage in such harassment; or who retaliates or permits retaliation against an employee who reports such harassment is guilty of misconduct and shall be subject to remedial action which may include the imposition of discipline or termination of employment.

Section 2. Definition of Harassment

Prohibited harassment includes verbal, physical, visual, and sexual conduct or communication that occurs on the basis of characteristics identified in law as improper bases for discrimination. The conduct or communication must also be unwelcome, and:

- a. Submission to such conduct or communication is made explicitly or implicitly a term or condition of an individual's employment or access to public services; or

- b. Submission to or rejection of such conduct or communication by an individual is used as a basis for decisions affecting that individual's employment or access to public services; or
- c. Such conduct or communication has the purpose or effect of:
 - 1. Creating an intimidating, hostile, or offensive work environment or atmosphere in which public services are provided; or
 - 2. Substantially interfering with an individual's work performance or use of public services; or
 - 3. Otherwise adversely affecting an individual's employment opportunities or receipt of public services.

Examples of harassment include, but are not limited to: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances or propositions; verbal abuse of any kind, including of a racial or sexual nature; graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching, assault, coerced sexual acts or suggestive insulting, obscene comments or gestures; display in the work place of sexually suggestive objects or pictures; Conduct or comments that create an intimidating, hostile, or offensive work environment

Section 3. Individuals Covered by the Policy

This policy covers all employees of the RRWD. The RRWD will not tolerate, condone or allow harassment, whether engaged in by fellow employees, supervisors or non-employees who conduct business with the RRWD. The RRWD encourages reporting of all incidents of harassment, regardless of who the offender may be.

Section 4. Reporting a Complaint

While the RRWD encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, the RRWD also recognizes that power and status disparities between an alleged harasser and a victim may make such a confrontation impossible. Regardless of whether you choose to directly confront the offender, the following steps should be followed in reporting an incident of harassment.

a. Notification of Appropriate Staff

Individuals who believe they have been subjected to harassment should report the incident to the Administrator. If the complaint involves the Administrator, complaints should be directed to the Human Resources Committee or to the Board President if the Human Resources Committee does not exist. If the Administrator successfully resolves the complaint in an informal manner, the Administrator should file a confidential report to the Human Resource Committee about the complaint and resolution so that the RRWD will be aware of any pattern of harassment by a particular individual. An individual may also choose

to report his/her complaint to any member of the Human Resource Committee.

b. Description of Misconduct

An accurate record of the objectionable behavior or misconduct is needed to resolve a formal complaint of harassment.

Verbal reports of harassment must be reduced to writing by either the complainant or the individual(s) designated to receive complaints, and be signed by the complainant. Individuals who believe they have been or currently are being harassed should maintain a record of the objectionable conduct in order to effectively prepare and corroborate their allegations.

While the RRWD encourages individuals to keep written notes in order to accurately record offensive conduct or behavior, the RRWD hereby notifies all employees that, in the event that a lawsuit develops from the reported incident, the complainant's written notes may not be considered privileged or confidential.

c. Time Frame for Reporting Complaint

The RRWD encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. However, due to the sensitivity of these problems, no limited time frame will be instituted for reporting harassment complaints. Late reporting of complaints will not in and of itself preclude the RRWD from taking remedial action.

d. Protection Against Retaliation

The RRWD will not in any way retaliate against an individual who makes a good-faith report of harassment, nor will the RRWD permit any employee to do so. Retaliation is a serious violation of this harassment policy and should be reported immediately. Any person found to have retaliated against another individual for reporting harassment will be subject to the same disciplinary action provided for harassment offenders (see "Resolving the Complaint" below).

Section 5. Investigating the Complaint

a. Confidentiality

Any allegation of harassment brought to the attention of any supervisor or Human Resource Committee member must be promptly investigated in a confidential manner that protects the privacy of persons involved throughout the investigatory process to the extent practical and appropriate under the circumstances.

b. Identification of Investigators

Complaints may be investigated and resolved by the person to whom they were

reported. In addition, any member of the Human Resource Committee may be included in reviewing the investigation and outcome. When appropriate, outside persons may be used to conduct the investigation.

c. Investigation Process

In pursuing the investigation, the investigators will try to consider the wishes of both the complainant and the alleged harasser, but they should thoroughly investigate the matter as they see fit.

Section 6. Resolving the Complaint

a. Communication of Findings

Upon completing the investigation of a harassment complaint, the investigators should communicate their findings and proposed actions to the complainant, the alleged harasser and the Human Resource Committee.

b. Sanctions

Individuals found to have engaged in misconduct constituting harassment will be disciplined, up to and including discharge. Appropriate sanctions will be determined by the Human Resource Committee.

Although the firm's ability to discipline a non-employee harasser (for example, persons who conduct business with the RRWD) is limited by the degree of control, if any, that the RRWD has over the alleged harasser, any employee who has been subjected to harassment should file a complaint.

c. False Accusations

If an investigation results in a finding that the complainant falsely accused another of harassment, the complainant may be subject to appropriate sanctions including the possibility of termination.

d. Appeals Process

If either the complainant or the alleged harasser is dissatisfied with the outcome of an investigation, that individual has the right to appeal the decision within 20 days of receiving the investigator's written findings and proposed actions. The dissatisfied party should submit his/her written comments in a timely manner to any other member of the Human Resource Committee, any other supervisor, the Administrator, or any member of the RRWD's Board of Managers.

Section 7. Maintaining a Written Record of the Complaint

The RRWD shall maintain a complete written record of each complaint and how it was investigated and resolved. Written records shall be maintained in a confidential manner in the office of the RRWD's Administrator.

ARTICLE XIV. COMPUTER AND TELECOMMUNICATIONS RESOURCES

All employee use of RRWD-provided computer resources must be appropriate and in accordance with policy. Limited use of e-mail or phone for personal conversations is permitted as long as it does not affect completion of company work and the content of such use is not inappropriate. An inappropriate use, which may be defined from time-to-time in the discretion of the RRWD and its Administrator, may subject employee to discipline, up to and including termination. Inappropriate use includes, for example:

- Use of the systems in violation of any RRWD policy, including its harassment policy.
- Use of the systems to collect, send or receive messages, pictures, or computer files which are fraudulent, illegal, pornographic, obscene, sexually suggestive, insulting, sexist, racist, discriminatory or harassing. If you receive such material, you must immediately notify your supervisor.
- Use of the resources to conduct illegal activities.
- Installing software without specific authorization.
- Making illegal copies of licensed software.
- Using software that is designed to destroy data, provide unauthorized access to the company's computer or communication equipment, or disrupt our computer or communication equipment in any way.
- Using the company computers or e-mail and voicemail systems for a personal business.

Any message or file created, stored, and/or sent using the RRWD's computer or communications equipment is the property of the RRWD. Therefore, employees should not have an expectation of privacy in any message that is stored or sent using the equipment. The RRWD and its Administrator reserve the right to review the contents of any employee's e-mail when necessary for business purposes. Because e-mail messages can be forwarded without the expressed permission of the author, employees should exercise caution when sending e-mail messages.

EMPLOYMENT BENEFITS

ARTICLE XV. HOLIDAY AND VACATION BENEFITS

Section 1. Paid Holidays

The RRWD observes the following paid holidays.

- New Year's Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- 2 floating holidays

The preceding Friday will be observed if a holiday occurs on a Saturday and the following Monday will be observed if a holiday occurs on a Sunday.

Should a holiday occur within the vacation period of an employee, the employee will receive an additional day either as an extension of the vacation period or at another time.

Section 2. Vacation Benefits

Paid vacation days shall accrue on January 1 of the calendar year.

Years of Service	Vacation Leave
1-2 years continuous employment	10 working days
3-5 years continuous employment	12 working days
6-9 years of continuous employment	15 working days
10+ years continuous employment	25 9 working days

You may take five days of accrued vacation after the first six (6) months of continuous employment. These terms apply unless otherwise expressed by an employment agreement.

Part-time employees are entitled to vacation leave on a pro-rated basis according to the number of hours worked, as follows:

Years of Service	Vacation Accrual
1-2 years continuous employment	0.04 hours/hour worked
3-5 years continuous employment	0.05 hours/hour worked
6-9 years of continuous employment	0.06 hours/hour worked
10+ years continuous employment	0.08 hours/hour worked

You may carry over unused days of vacation from one year to the next year. A maximum of one year of current vacation plus five days can be carried into the following calendar year. You may elect to take all or part of accrued vacation leave in pay at the end of the year, but employees are encouraged to take vacation rather than cash payment. Vacation pay does not accrue during unpaid leaves of absences.

Upon resignation or termination of service from the RRWD, you will be paid for vacation accrued.

ARTICLE XVI. PAID SICK LEAVE

Section 1. Sick Leave Benefits

The RRWD grants paid sick leave that shall accrue monthly at a rate of eight (8) hours per month.

You may carry over unused paid sick leave from year to year, up to a maximum of 132 days. You may elect to take all or part of accrued sick leave in pay at the end of the year.

Beginning January 1, 2024, all sick leave eligible regular part-time employees, as determined by the Earned Sick and Safe Time (ESST) Law, shall earn 1 hour of sick leave for every 30 hours worked up to a maximum of 48 hours per year. The following are excluded from the ESST law: part-time seasonal and part-time temporary employees, paid-on-call firemen, election judges, and elected officials. A minimum of 80 hours must be worked in a year (consecutive 12-month period) before any sick leave benefit will accrue and be available for use. For purposes of sick leave accrual, the year shall begin on the first day of employment. Unused sick leave from any year can be carried over into another year up to a maximum of 80 hours. Any part-time employee with accrued but unused sick leave hours will have those hours paid out at their current pay rate upon termination of employment.

All eligible employees may use accrued paid sick and safe time in the following circumstances:

- An employee's own:
 - Mental or physical illness, injury, or other health condition.
 - Need for medical diagnosis, care, or treatment of a mental or physical illness.
 - Injury or health condition.
 - Need for preventive care.
 - Closure of place of business due to weather or other public emergency.
 - Inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency. Or, if the employee is seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.

- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking.
 - Obtain services from a victim services organization.
 - Obtain psychological or other counseling.
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking.
 - Seek legal advice or take legal action, including preparing for, or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
- Care of a family member:
 - With mental or physical illness, injury, or other health condition.
 - Who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition.
 - Who needs preventive medical or health care.
 - Whose school or place of care has been closed due to weather or other public emergency.
 - When it has been determined by a health authority or a health care professional that the presence of the employee's family member in the community would jeopardize the health of others because of the exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.
- For an absence due to domestic abuse, sexual assault, or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury, or disability caused by domestic abuse, sexual assault, or stalking.
 - Obtain services from a victim services organization.
 - Obtain psychological or other counseling.
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking.
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

A family member is defined as an employee's:

- Spouse or registered domestic partner.
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis.
- Sibling, step sibling, or foster sibling.
- Biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child.
- Grandchild, foster grandchild, or step grandchild.
- Grandparent or step grandparent.
- A child of a sibling of the employee.
- A sibling of the parent of the employee.

- A child-in-law or sibling-in-law.
- Any of the above family members of a spouse or registered domestic partner.
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.
- Up to one individual annually designated by the employee.

An employee must provide their department head 7 days advance notice of any use of sick leave for a foreseeable need for time off. If an employee's need is unforeseeable notice of the need to use sick leave must be communicated to their department head as soon as is practicable. If an employee uses earned sick leave for more than three (3) consecutive days, the city may require supporting documentation of the qualifying purpose for the use of sick leave. Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

Sick leave cannot be transferred from one employee to another.

An employee returning from time off using accrued earned sick leave is entitled to return to their employment at the same rate of pay received when the leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during earned sick leave absences will continue to accrue as if the employee has been continually employed. The city will not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting earned sick leave rights or for requesting an earned sick leave absence for a qualifying purpose

Section 2. Use of Sick Leave

~~You may use sick leave for your own injury or illness or for the major illness or injury to a member of your immediate family.~~

Section 3. Sick Leave Certification

~~For any employee using three (3) consecutive days of sick leave, or when an employee has continued or repeated periodic absences due to sickness, the Board of Managers may require that the employee provide a copy of the medical report confirming that the employee is physically and/or medically unable to return to work.~~

ARTICLE XVII. INSURANCE AND RETIRMENT BENEFITS

Section 1. Insurance Stipend.

The RRWD provides each full-time employee an insurance stipend with a monthly benefit set by the Board to be used at the employee's discretion. This amount may be used for health, life and/or disability insurance.

Section 2. Non-eligible Employees

In the future event that the RRWD offers participation in a health or dental insurance plan, any other employee not otherwise eligible may apply for an individual and/or family plan, and would be responsible for the payment of the premium for the plan selected. (Currently there is no plan available.)

Section 3. Retirement Plan

The RRWD provides a retirement plan for full-time employees through the Public Employees Retirement Association of Minnesota (PERA). The RRWD and the employee will contribute to this plan as required by state statutes. All full time employees and part time employees, when meeting certain thresholds, are eligible for participation in PERA as per state statute. Specific benefits of the retirement plan are set forth in the master policy, which shall in all instances determine eligibility, premiums and coverage.

Section 4. Workers Compensation

All employees are covered under the provisions of the Workers Compensation Law of Minnesota. If you are injured during the performance of your RRWD duties, you must promptly report the injury to the Administrator. An employee injured in the course of performing their regular work duties will receive full pay for the day of the injury. During the term of the injury, an employee may use any available vacation and/or sick leave to supplement their income.

Section 5. Unemployment Compensation

All employees are covered under the provisions of the Federal Unemployment Tax Act and the Minnesota Employment Security Law.

ARTICLE XVIII. LEAVES OF ABSENCES

Section 1. Jury Duty

All employees are expected to serve on jury duty when called and shall be paid their regular pay less jury pay. Employees shall work during those hours not actually engaged in jury duty.

Section 2. Military Leave

An employee who is a member of the National Guard or of a reserve unit of the United States Armed Forces shall be paid his or her regular salary during National Guard or Military Reserve training periods less their military pay. You must provide notice of such training periods to the Administrator when such information becomes available.

Section 3. Administrative Leave

Employees may be granted leave for the purpose of attending conferences, seminars, training sessions or other functions of a similar nature that are intended to improve or upgrade the employee's skill or professional ability. All absences from work for these

purposes shall be approved in advance by the Administrator. Such leaves may be with or without pay at the discretion of the Administrator.

Section 4. Leave for School Conferences and Activities

Employees may take up to 16 hours of unpaid leave during any twelve (12) month period to attend school conferences or school-related activities relating to your child if the conferences or activities cannot be scheduled during non-working hours. You have the option to use any available earned vacation leave for this purpose.

If the need for leave for school conferences and school-related activities is foreseeable, you are requested to provide the Administrator with reasonable notice of the leave and to make a reasonable effort to not unduly disrupt the operations.

Section 5. Maternal/Paternal Leave of Absence

The RRWD has elected to grant maternal/paternal leaves of absence consistent with the terms of the Family Medical Leave Act (FMLA), as if it were subject to its terms. Copies of FMLA may be obtained from the Administrator.

Commented [TH1]: Should this be updated to the Minnesota's Paid Leave Program?

Section 6. Leaves of Absence Without Pay

The Administrator may grant a leave of absence without pay for a period not to exceed thirty (30) consecutive days. An employee desiring such a leave shall submit a written request to the Administrator stating the reason(s) for the desired leave, when the leave is to begin and the date of return to work. Failure to return to work at the end of such leave shall be regarded as a resignation. During a leave of absence without pay, you shall continue to accrue and receive other employment benefits, but will not be eligible for Holiday pay.

A leave of absence without pay in excess of thirty (30) days may be granted by the Administrator only under extraordinary circumstances and will require the approval of the Board. An employee receiving such a leave of absence shall not accrue or receive any employment benefits. There is no guaranty that an employee's same or similar position or pay will be available to the employee after the conclusion of any leave without pay.

Disapproval of a request for leave of absence without pay or the reasons for the denial shall not be a subject for the grievance procedure.

Section 7. Bereavement Leave

When a death occurs within the immediate family, RRWD will provide full-time employees with a paid bereavement leave of up to three (3) days. "Immediate family" is defined as spouse, parents, children, brothers or sisters, grandparents or grandchildren of the employee or the employee's spouse. Bereavement leave with pay may be granted at the discretion of the Administrator for the death of an employee's other relative by blood or by marriage for a maximum of one (1) day.

EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT OF MANUAL AND AGREEMENT TO TERMS

This Personnel Manual serves as a convenient reference concerning your employment with the RRWD. We encourage you to consult with the Administrator if you have questions concerning any of its provisions. Please keep in mind that the RRWD will periodically review this Manual and revise it as conditions warrant.

We ask that you sign the attached Acknowledgement Form, which confirms that you have received and read the Manual and understand its terms, including the RRWD's Computer Resources Policy.

Welcome to your employment with the Roseau River Watershed District!

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL MANUAL AND AGREEMENT TO TERMS

A. Acknowledgment of Receipt of Manual. I acknowledge receipt of the Personnel Manual of Roseau River Watershed District and agree to its terms. I understand that the Manual supersedes any prior policies or practices of the RRWD, and that it is my responsibility to read and comply with the provisions of this Manual and to consult with the Administrator if I have any questions. I further understand that the RRWD reserves the right to change or modify the terms and conditions set forth at its sole discretion without prior knowledge or agreement by employees.

I understand that nothing in this Manual creates any employment contract between the RRWD and any RRWD employee. I further understand that RRWD employees are employees at will, which means that the RRWD or the employee may terminate their employment relationship at any time, with or without prior notice, for any reason or for no reason at all. Any representations to the contrary are not binding on the RRWD unless signed in writing by the RRWD.

B. Acknowledgment of Computer Resources Policy. I further understand and agree to the following conditions governing the use and care of my computer hardware and software assigned to me.

1. I agree to abide by the license agreement between the proprietor of the software and the RRWD and I understand that the improper reproduction of proprietary software by any means is prohibited
2. I will not use proprietary software, which is not the property of the RRWD on any computing devices of the RRWD, unless I have specific authorization to do so.
3. I understand that safe guarding the software is my responsibility.
4. I will only access the RRWD's local area network with my user ID and password or the generic staff ID and password. I will not use authorized codes or passwords to gain access to other employees' files.
5. I understand that Internet and World Wide Web access should be used for work related purposes.
6. I understand that the telephone and e-mail systems are designed to facilitate business communication among employees and other business contacts. In addition, I understand the following about the telephone and e-mail systems:
7. E-mail communications may be considered RRWD documents and maybe subject to review. Telephone conversations may be monitored by the company.
8. The RRWD's telephone and e-mail systems are not to be used for personal gain or to solicit outside business ventures or political or religious causes.
9. The Administrator reserves the right to review the contents of employee's e-mail when necessary for business purposes.
10. Foul, inappropriate or offensive messages are prohibited.
11. E-mail messages are capable of being forwarded without the expressed

permission of the author. Accordingly, due caution should be exercised when sending e-mail messages.

12. RRWD personnel who violate any of these guidelines are subject to disciplinary actions or dismissal.

Dated this _____ day of _____, 20____.

Employee's signature



Memo

Date: Monday, April 28, 2025

Project: Spruce Valley 35 Wetland Bank

To: RRWD Board and Staff

From: Torin McCormack

Subject: Wetland Banking Next Steps Update

In April 2024 the Roseau River Watershed District Board of Managers approved pursuit of wetland banking on approximately 100 acres of the 240 acre tract owned by the district. Three tasks were assigned based on regulatory input on the draft prospectus and procedural guidelines from MN Board of Soil and Water Resources.

The Tasks and their status are detailed below:

Task #1 – Install Monitoring Wells and Loggers (Growing Season 2024)

Completed for 2024 growing season, water level loggers will be re-deployed for 2025 growing season.

Task #2 – Wetland Delineation and adjacent land data plots (Growing Season 2024)

Completed in 2024 growing season, regulatory staff conquered with the delineation findings in fall of 2024.

Task #3 – Submit Prospectus or Mitigation Plan (Fall 2024)

Prospectus Plan/Report is complete and ready for submittal with RRWD board approval.

- *Prospectus Plan is required by the Army Corp (not a BWSR requirement) to initiate the federal process.*
- *Mitigation Plan is required by BWSR and consists of the Prospectus Plan Contents, this initiates the state process.*

The criteria yet to be completed and awaiting notice to proceed are: the Final Grading Plan and Title Work. Further breakdown of the task items and explanation of the process can be found in the April 2024 Memo below.

Memo

Date: Monday, April 01, 2024

Project: Spruce Valley 35 Wetland Bank

To: Roseau River Watershed District Board of Managers

From: Torin McCormack – HDR Inc.

Subject: Bank Prospectus Feedback and Next Steps

The Draft Wetland Bank Prospectus for the Spruce Valley 35 site was submitted on July 7th, 2023, written comments were drafted by the MN Board of Soil and Water Resources (BWSR) on September 15th 2023. BWSR contacted Watershed and HDR staff requesting cropping history for the property and upon receipt of records scheduled a zoom meeting in January of 2024 to discuss next steps and additional information needed. The following topics detail additional information requested and tasks to accomplish these requests.

Task #1 – Install Monitoring Wells and Loggers (Growing Season 2024)

Task #2 – Wetland Delineation and adjacent land data plots (Growing Season 2024)

Task #3 – Submit Prospectus or Mitigation Plan (Fall 2024)

Task #1

Purpose - Establish Baseline of groundwater within the site.

Comment : BSWR was concerned that since the site is disconnected from the surrounding landscape via the ditches and the township (Min. Maintenance) road that there would not be adequate hydrology to support wetlands.

Task: Staff will install data loggers in the existing wetland mitigation sites to track restored wetland hydrology. These wells will provide a baseline of hydrology within the site where drainage has been disabled.

Staff will install paired wells, one shallow and one deep within the central region of the proposed bank. The shallow well will track groundwater fluctuations within the peat and upper mineral soil layer (0'-4'). The deep well will track groundwater fluctuations in the deeper mineral soil (0'-8') and determine if bedded sands, gravels or other geologic feature is influencing the site.

Staff will install 2 data loggers in wells #12 and #13 in Section 21. Section 21 is a peatland complex with similar drainage characteristics to Spruce Valley 35. The wells were installed in 2016 and have historical data illustrating absence of farming has allowed wetland functions to be maintained. Wells in Section 21 will serve as a representative control for Spruce 35 in the event the 2024 growing season is unusually dry or wet.

There is no need to purchase monitoring equipment, the watershed district has data loggers on hand from previous closed out projects. Materials for constructing the wells will need to be purchased from the local hardware store and consist of PVC pipe and couplers.

Task #2

Purpose - Determine Existence of Wetlands within Banking Site.

Comment: It is unclear if there are existing wetlands within the proposed bank limits. It is likely based on the soils and terrain that wetlands would occur in depressed areas unless field drainage is successful. Determining existence or lack thereof of wetlands within the proposed banking site and condition of adjacent wetlands will help inform a formal banking application.

Task : Conduct a wetland delineation within the confines of the proposed wetland banking site. This would require primarily collecting soil borings and vegetative plots within the known depressions to determine if wetland features are relict in these areas. This task was previously performed for the CD 16 and WD 115 mitigation site, but was not expanded due to previous scope.

Conduct sample data plots and borings within wetlands and non-wetland areas adjacent to the proposed banking site (include within the report). These data points inform adjacent habitat conditions and will shed light on some of the comments in regards to adjacent land use and habitat condition.

Task #3

Purpose - Update Plan Features.

Comment: Provide Clarification on existing vegetation within the proposed boundary. BWSR favors complete filling of ditches and does not favor berms unless necessary. Develop complete estimate of potential credit acres and clearly define the upland buffer areas.

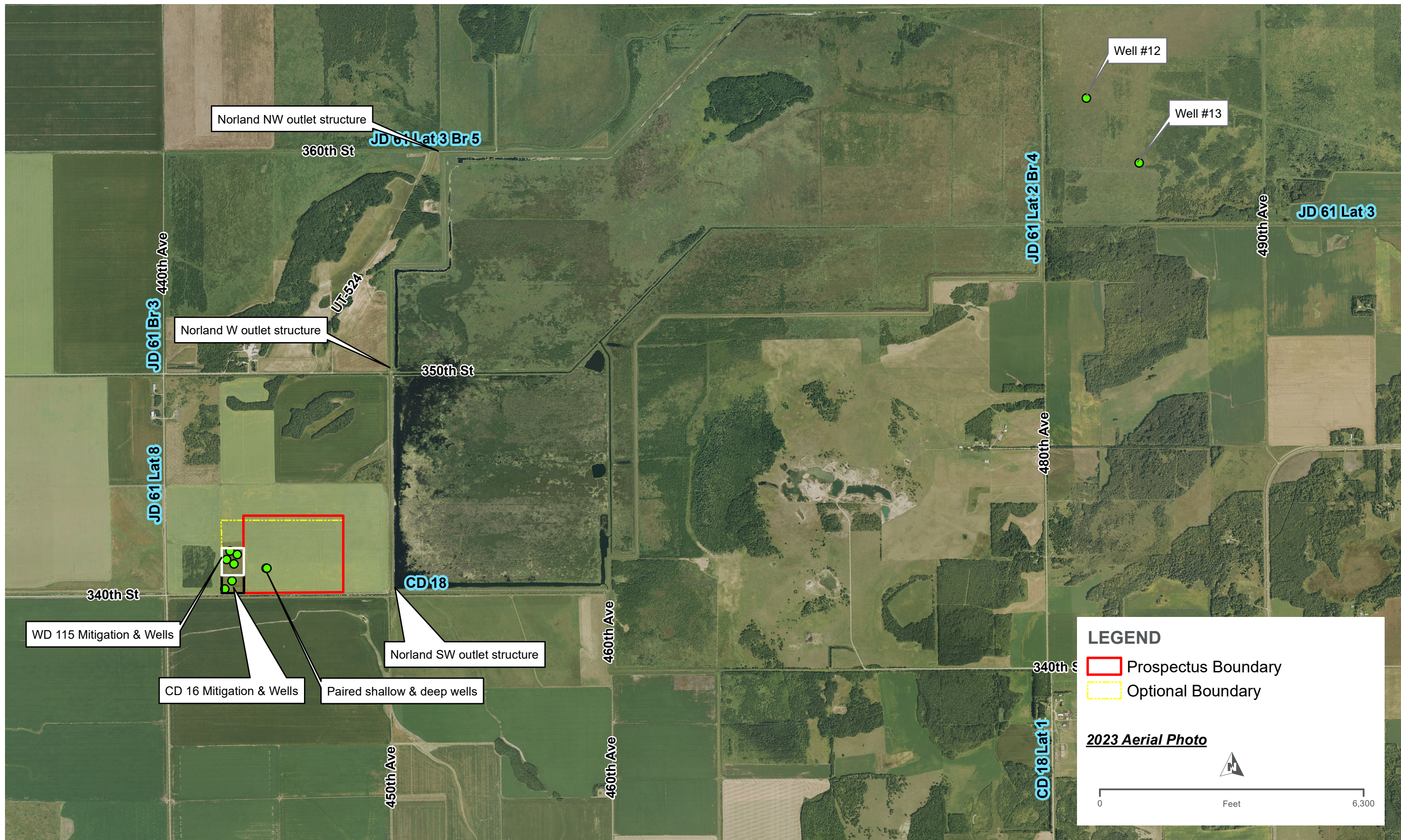
Task: Many of these comments and concerns were addressed during the Zoom meeting with BWSR staff. A follow-up submittal will require greater detail to address the comments provided, data collected during 2024 growing season will provide basis for credit estimates and address concerns regarding adjacent land use.

Attached:

- ***Wetland Bank Boundary and Monitoring Well Locations***
- ***All Well Locations Map***



SPRUCE VALLEY 35
PROPOSED WETLAND BANK BOUNDARY AND MONITORING WELLS



Beaver Trapping Policy

Red Lake Watershed District

Motion by Allan Page, seconded by LeRoy Ose, that the following resolution be adopted.

1. No compensation will be paid for beavers, without prior approval from the District Staff or Authorized Personnel of the Red Lake Watershed District;
2. Compensation will be \$100.00 per beaver, provided the following conditions are met:
 - a. The Beaver is trapped on a legal drainage system or at an impoundment area of the District;
 - b. The tip of the beaver tail is removed and submitted to the District office, with the request for payment;
 - c. The Trapper shall submit a request for payment (bill) on a form supplied by the RLWD. The bill ***must*** state the date and the ditch system or impoundment from where the beaver was taken;
3. The District **will not** pay for mileage;
4. The Trapper is to obtain landowner approval before trapping can occur;
5. The Trapper must adhere to all Minnesota DNR Rules and Regulations and possess the required permit during trapping.

This policy was unanimously approved and adopted on 22nd day of November, 2022.

Dale M. Nelson, President

LeRoy Ose, Secretary

ADMINISTRATOR'S UPDATE

May 6, 2025

Summer Tour: We've been coordinating details for the tour with Maddy & Jan. The rough agenda is as follows:

- June 23rd – evening social event at Gene's for anyone in town early
- June 24th - 10:00 am —1:00 pm Minnesota Association of Watershed Administrators (MAWA) Meeting
 - 1:00—2:00 Lunch for MAWA
 - 3:00 – 5:00 Welcome + Hear from the local experts
 - 5:00-7:00 Welcome reception, dinner and tour overview
- June 25th – Bus tour with lunch at the Malung Community Center

Rural flood mapping: Since the federal funding has fallen through, the RRWMB is wondering if districts are still interested in moving forward using local funding. We had originally requested mapping the Hay Creek sub-watershed. The board can discuss this at the meeting.

Roseau Lake: Tom, Nate and I have begun work on the LSOHC FY27 funding application. I've submitted Congressionally Designated Spending applications to both Senator Klobuchar and Representative Fischbach. We'll keep working on various funding opportunities.

We are getting contract documents finalized and signed with Gladen and looking to schedule the pre-con meeting soon.

River Restoration: The Michealsohn exchange has been completed and recorded at the county.

Joint Powers Board: The JPB met on April 10th. At the meeting, we presented the WD 3 Lat 2 project as a potential bank stabilization project, Bonnie Hasbrouck, NRCS, discussed the cattle exclusion site on Hay Creek, and Nate presented what practices the County is considering for the bank stabilization in ditches 9 & 7. There was discussion on the potential cost of the cattle exclusion project and the commitment of funding from WBIF and Section 319.

Misc:

- We hosted the RRIW meeting on April 23rd. An update can be provided at the meeting.
- New Board tables – I'd like the board to consider purchasing new board tables that are easier to configure and updated. We'll provide additional information at the meeting.

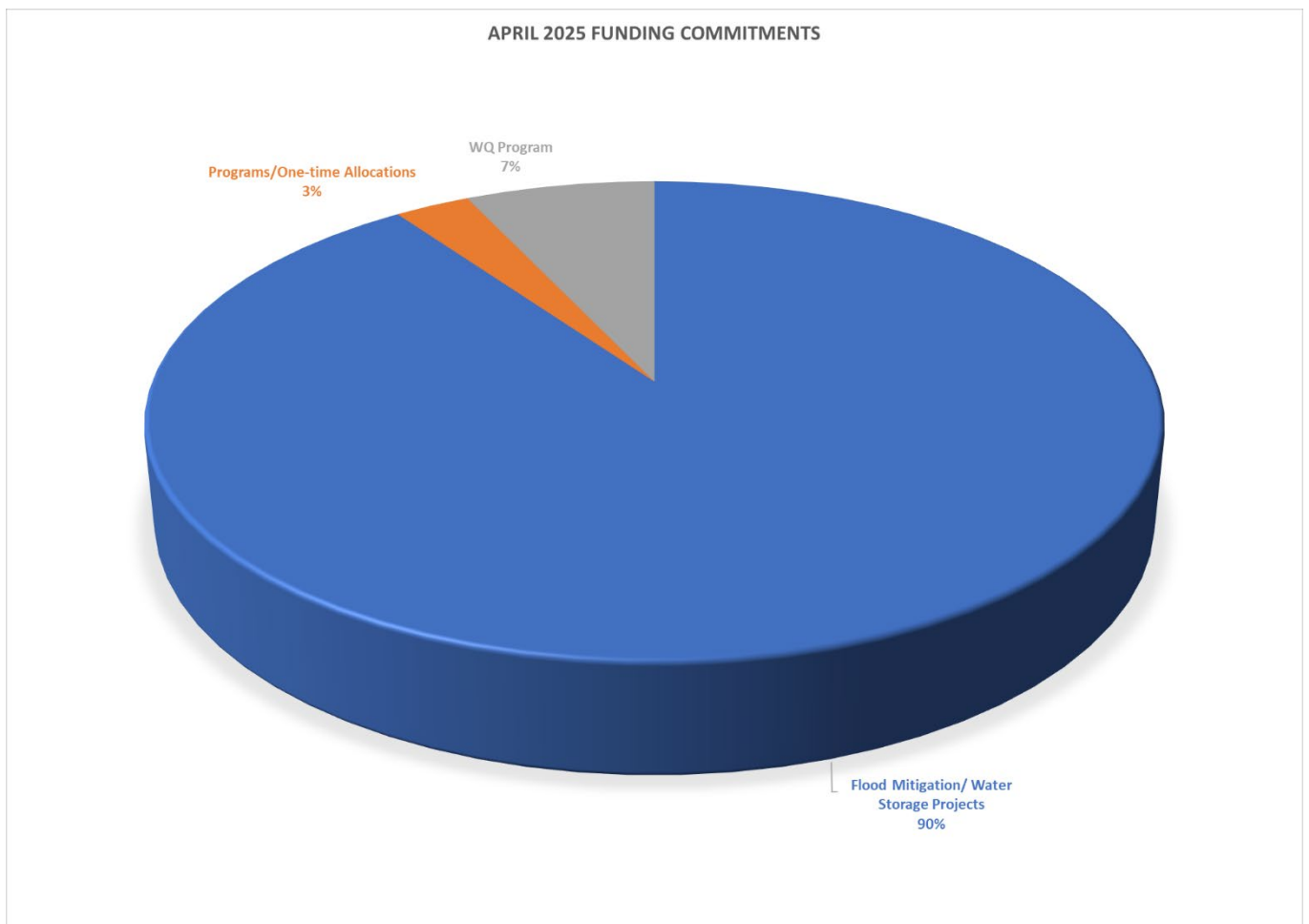


Meeting Highlights – April 15, 2025

1. **Funding Commitments:** Information was presented regarding current funding commitments of the Red River Watershed Management Board (RRWMB) for flood mitigation/water storage projects and water quality projects that are in various phases along with annually funded programs and one-time allocations. Current commitments include the following:

• Flood Mitigation/Water Storage:	\$18,971,266.79
• Water Quality Program: Base Funding	\$ 734,105.21
• Water Quality Program: Competitive Funding	\$ 749,106.88
• Annually Funded Programs/One-time Allocations:	\$ 591,504.48
<u>TOTAL Remaining Funding Commitments:</u>	<u>\$21,045,983.36</u>

Below is an illustration of current RRWMB funding commitments as of April 2025. Annual operating expenses are not included in funding commitments.



2. **Contract With Park Street Public:** The RRWMB Managers approved a contract of \$120,750 with Park Street Public for assistance with project development at the federal level from April 1, 2025 to December 31, 2026. Costs will be shared evenly with the Red River Joint Water Resource District Board.
3. **R&J Broadcasting Contract:** A contract of \$25,401 was approved from April 15, 2025 to April 21, 2026 with R&J Broadcasting for regular radio broadcasting services.
4. **Red River Basin (RRB) Coordinator:** Bethany Bethke was introduced as the new Coordinator, who will replace soon to be retiring Coordinator Andrew Graham. The RRWMB Managers also approved a contract of \$86,000 with the Minnesota Department of Natural Resources for the RRB Coordinator position, which has been jointly funded between the two entities for over three decades. The contract will be from July 1, 2025 to June 30, 2027.
5. **Red River Basin Riparian Habitat Program (RRBRHP):** The RRWMB Managers approved an application to the Lessard Sams Outdoor Heritage Council for Fiscal Years 2027 funds for riparian easements, with the application deadline being in late May 2025.
6. **Roseau Lake Bottom Project:** An increase of funding from \$2 million to \$2.7 million was approved for the Project being constructed by the Roseau River Watershed District.
7. **Roseau River Rehabilitation Project Extension Request:** An extension to December 31, 2026 was approved by the Managers for the Project.
8. **2025 Drainage Work Group (DWG) Meetings:** Chuck Holtman of Smith Partners PLLP (RRWMB legal counsel) and Myron Jesme were appointed by the RRWMB Managers to assist the RRWMB with representation at 2025 DWG meetings.
9. **Facilitation Contract:** An existing contract with Houston Engineering Incorporated for facilitation of local project teams was extended to June 30, 2025 and the compensation was increased to \$90,000. The funds for this activity are pass-through from the State of Minnesota for the Flood Damage Reduction Work Group (FDRWG) to implement the 1998 Mediation Agreement. The RRWMB is the fiscal agent for the FDRWG.
10. **Grand Forks – East Grand Forks Area Chamber of Commerce:** Staff from the Chamber presented information to the RRWMB Managers about services and opportunities provided to members by the Chamber.
11. **Special Meeting:** The Managers scheduled a special meeting with Congresswoman Michelle Fischbach for Tuesday, April 22, 2025 at 10:45 a.m. The meeting focus will be federal funding of flood mitigation and water storage projects.
12. **Next Meeting:** The RRWMB will hold its next meeting on Tuesday, May 20, 2025 at the RRWMB Office at 11 Fifth Avenue East – Ada, Minnesota, 56510.