



CITY COUNCIL MEETING AGENDA
August 7, 2023
7:00pm

1) Call to Order

- a) Pledge of Allegiance
- b) Introductions: City Council: Mayor Lisa Whalen, Cathleen Reffkin, Ann MacGregor; Peter Vickery, and Claudia Lacy Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Community Development Director David Abel, Director of Public Safety Paul Falls, Director of Administration Allie Polsfuss, Director of Public Works Gary Peters and City Clerk Dawn Motzko Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
- c) Approval of Agenda

2) Special Presentations

- a) Waconia School Update – Brian Gersich, Waconia Schools Superintendent

3) Persons to Be Heard

The City Council invites residents to share new ideas or concerns related to city business not already on the agenda; however, individual question and remarks are limited to three (3) minutes per speaker. No City Council action will be taken, although the Council may refer issues to staff for follow up or for consideration at a future meeting. The Mayor may use discretion if speakers are repeating views already expressed or ask for a spokesperson for groups of individuals with similar views. Speakers should state their name and home address at the podium before speaking.

4) Consent Agenda

- a) Approve Work Session Meeting Minutes from July 17, 2023
- b) Approve City Council Regular Meeting Minutes from July 17, 2023
- c) Res. No. 67-23 Approve Claims
- d) Res. No. 68-23 Award Contract with Sunram Construction for Site Work at Gene Lehner Park
- e) Res. No. 69-23 Approve Supplemental Agreement for Professional Services for the 2023 Pavement Forensics Study, City Project 01-24
- f) Approve Utility and Access Easement Agreement with M/I Homes
- g) Accept Completion of the Midco Broadband Expansion Project and Authorize Payment to Midco
- h) Accept Resignation of Dawn Motzko, City Clerk, Effective August 10, 2023
- i) Approve Conditional Offer of Employment for Brian Turbett for Public Works Maintenance Worker

5) Public Hearings

6) Business Items

- a) Approve Labor Agreement between the City of Minnetrista and IUOE Local No. 49 for 2024-2026

The City of Minnetrista will deliver quality services in a cost effective and innovative manner; and provide opportunities for a high quality of life while protecting natural resources, maintaining a rural character, while effectively managing growth.

- b) Approve Labor Agreement between the City of Minnetrista and Law Enforcement Labor Services No. 116 for 2024-2026
- c) Approval Labor Agreement between the City of Minnetrista and Law Enforcement Labor Services No. 343 for 2024-2026

7) Administrative Items

- a) Staff Reports
 - i) Director of Public Safety
 - ii) City Engineer Road Project Updates
- b) Council Reports
 - i) Mayor Lisa Whalen – *Economic Development Authority; Personnel Committee; Planning Commission (rotating); Parks Commission (rotating); Public Safety Advisory Committee; Northwest Hennepin League of Municipalities; Regional Council of Mayors; Minnehaha Creek Watershed District; Mound Fire Advisory Committee (alternate)*
 - ii) Cathleen Reffkin – *Acting Mayor; Economic Development Authority; Personnel Committee; Planning Commission (rotating); Parks Commission (rotating); St. Bonifacius Fire Advisory Committee; Mound Fire Advisory Committee*
 - iii) Ann MacGregor – *Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Gillespie Center Advisory Council*
 - iv) Peter Vickery – *Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Pioneer-Sarah Creek Watershed Management Commission*
 - v) Claudia Lacy - *Economic Development Authority; Planning Commission (rotating); Parks Commission (rotating); Westonka Community & Commerce*

8) Adjournment

The agenda packet with all background material will be available on the City's website for viewing by the public. Published agenda is subject to change without notice. Information and materials relating to the above items are available for review at city hall by appointment.



**CITY COUNCIL
WORK SESSION MEETING MINUTES
July 17, 2023**

1) Call to Order

Mayor Whalen called the meeting to order at 5:30 pm.

Roll Call of Attendees:

Present – Council: Mayor Lisa Whalen, Cathleen Reffkin, Ann MacGregor, Peter Vickery and Claudia Lacy; Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Director of Public Works Gary Peters, Director of Administration Allie Polsfuss and City Clerk Dawn Motzko; Consultants: City Engineer Alyson Fauske, WSB Engineering

2) Turtle Creek Tree Discussion

City Administrator Kruggel presented information for overview.

Highlights included:

- On June 5, 2023 City Council received an email from Megan Grudt, Turtle Creek Homeowners Association President expressing the neighborhood's concerns regarding the health of the trees, specifically the trees located within the boulevards.
- The email was read at the June 26, 2023 City Council meeting during persons to be heard, where Council directed Staff to include the discussion on a future work session agenda.
- Currently, there is no maintenance agreement between The Homeowner's Association and the City that addresses the trees and/or irrigation system within the boulevard.

Public Works Director, Peters, explained that the boulevard location poses concerns due to soil conditions, room for growth both above and below ground and road maintenance concerns.

Council and staff discussed the possibility of soil corrections, ideal tree species and different landscaping options. Emily Ball, Forestry Program Manager with WSB Engineering, visited the development on May 3, 2023 to address tree concerns and stated her concerns with the type of trees currently planted within the boulevard.

Council discussed the maintenance responsibility of the four boulevards and irrigation in the future. Council requested Staff to bring a plan with cost for City staff to remove the current trees from the neighborhood and a maintenance agreement for the future.

3) Reconstruction Project Tree Discussion

City Administrator Kruggel presented information for overview.

Highlights included:

- On June 8, 2023 City Council received an email from a resident expressing their concerns with the amount of trees removed in the Morningview, Eastview and Westwood project area.
- Throughout the project and neighborhood meetings held by the City, the number of trees to be removed has been adjusted in an attempt to save as many trees as possible and increased due to resident requests.
- The email submitted has requested to replace the removed trees with larger trees than originally planned by the City.

Council and Staff discussed the City's tree replacement process. Council directed staff to continue with the original one for one replacement for residents to be planted within the resident's yard and not in the City's right of way.

4) Adjourn

Motion by Reffkin, seconded by Vickery to adjourn the meeting. Motion passed 5-0.

Mayor Whalen adjourned the meeting at 6:08 pm.

Respectfully submitted,

Dawn Motzko
City Clerk



CITY COUNCIL MEETING MINUTES July 17, 2023

1) Call to Order

Mayor Whalen called the meeting to order at 7:00 pm.

a) Pledge of Allegiance

b) Introductions: City Council: Mayor Lisa Whalen, Cathleen Reffkin, Ann MacGregor; Peter Vickery, and Claudia Lacy Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Community Development Director David Abel, Director of Public Safety Paul Falls, Director of Administration Allie Polsfuss, Director of Public Works Gary Peters and City Clerk Dawn Motzko Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering

c) Approval of Agenda

Motion by Reffkin, seconded by MacGregor to approve the agenda as presented.
Motion passed 5-0.

2) Special Presentations

- a) Midco Broadband Project – Melissa Wolf, Government Relations Manager
- b) 2nd quarter 2023 Financial Update

3) Persons to Be Heard

Lyle Shaw and Jerry Sicard with the Gillespie Center Men's Shed, presented information regarding the program available to seniors and retirees within the community. City Council approved to allow the Men's Shed to make use of the training room at the Public Safety building for future meetings.

4) Consent Agenda

- a) Approve City Council Meeting Minutes from June 5, 2023
- b) Approve Work Session Meeting Minutes from June 26, 2023
- c) Approve City Council Meeting Minutes from June 26, 2023
- d) Approve Temporary Liquor License for Northwest Tonka Lions at Minnetonka Orchard for August 12, 2023
- e) Res. No. 61-23 Approve Claims
- f) Res. No. 62-23 Approving Setback Variance at 8280 County Road 15
- g) Res. No. 63-23 Approving Simple Subdivision between 1005, 1015, 1025, and 1105 Sunnyfield Road North
- h) Res. No. 64-23 Accept the CenterPoint Energy Safety Grant

Motion by Lacy, seconded by Vickery to approve the consent agenda as presented.
Motion passed 5-0.

5) Public Hearings

a) Cannabis Business Moratorium

City Attorney Sonsalla presented information for overview.
Highlights included:

- At the June 26th City Council meeting, Council adopted a 12-month moratorium

The City of Minnetrista will deliver quality services in a cost effective and innovative manner; and provide opportunities for a high quality of life while protecting natural resources, maintaining a rural character, while effectively managing growth.

on the sale of certain products containing tetrahydrocannabinol (THC) that are derived from hemp, which have been available since 2022.

- The City Council indicated that it consider adopting a cannabis business moratorium after July 1, 2023, as allowed by the Cannabis Act.
- The interim ordinance would temporarily prohibits the establishment and operation of cannabis businesses within the city of Minnetrista and authorizes a study regarding regulating cannabis businesses in the City.
- The interim ordinance also allows the City time to review and consider model ordinances and administrative rules that will be drafted by the newly established Office of Cannabis Management and consider adopting longer term regulations
- The interim ordinance exempts businesses currently operating under the medical cannabis program.
- The interim ordinance addresses cannabis businesses but does not impact Interim Ordinance 483 regarding certain hemp products.

Mayor Whalen opened the public hearing at 7:35 pm.

No one was present to speak

Mayor Whalen closed the public hearing at 7:35 pm.

i) Approve Interim Ordinance No. 484 Authorizing a Study and Imposing a Moratorium on the Operation of Cannabis Businesses within the City of Minnetrista

Motion by Lacy, seconded by Reffkin to approve interim ordinance no. 484 authorizing a study and imposing a moratorium on the operation of cannabis businesses within the City of Minnetrista.

Motion passed 5-0.

ii) Res. No. 65-23 Authorizing Publication of Interim Ordinance No. 484 by Title and Summary

Motion by Reffkin, seconded by Vickery to authorize publication of interim ordinance no. 484 by title and summary.

Motion passed 5-0.

6) Business Items

a) Res. No. 66-23 Accept Quotes and Award Contract for the 2023 Sanitary Sewer Replacement Project, City Project 04-23

City Engineer Fauske presented information for overview.

Highlights included:

- Seven bids were received for the 2023 Sanitary Sewer Replacement Project on Tuesday, July 11, 2023 after the project was posted on QuestCDN to generate more interest.
- The estimated construction cost of the repair was \$72,956.40, which included a 10% contingency.
- Staff recommends the Council accept the quote from Levanen Underground, LLC in the total amount of \$49,524.11.
- The 2023 Sanitary Sewer Replacement Project will be funded through the sewer maintenance fund.

The City of Minnetrista will deliver quality services in a cost effective and innovative manner; and provide opportunities for a high quality of life while protecting natural resources, maintaining a rural character, while effectively managing growth.

Council and staff discussed the large range of bids received and the difference of the estimated construction cost compared to the bid received.

Motion by Vickery, seconded by Reffkin to accept quotes and award contract for the 2023 Sanitary Sewer Replacement Project to Levanen Underground, LLC in the total amount of \$49,524.11.

Motion passed 5-0.

7) Administrative Items

a) Staff Reports

- i) Public Works Director
 - Gene Lehner Park Update
 - Hennepin County Grant
- ii) Police Chief
 - National Night Out
 - Police Advisory Meeting
- iii) City Engineer
 - Road Project Updates

b) Council Reports

- i) Mayor Lisa Whalen
 - Personnel Committee Meeting
 - National Night Out
 - Doran Groundbreaking Event
- ii) Cathleen Reffkin
 - Personnel Committee Meeting
 - July Planning Commission Meeting
 - Mound Fire Commission Meeting
 - Request Tree Ordinance Review
- iii) Ann MacGregor
 - Gillespie Center Update
- iv) Peter Vickery
- iv) Claudia Lacy
 - June Planning Commission Meeting
 - Westonka Community and Commerce

8) Adjournment

Motion by Reffkin, seconded by Lacy to adjourn the meeting.

Motion passed 5-0.

Mayor Whalen adjourned the meeting at 8:04 pm.

Respectfully submitted,

Dawn Motzko
City Clerk

RESOLUTION NO. 67-23

**RESOLUTION APPROVING JUST AND CORRECT
CLAIMS AGAINST CITY FUNDS**

WHEREAS, the City Council of the City of Minnetrista, pursuant to MS 412.241, shall have the full authority over the financial affairs of the City; and

WHEREAS, the City Council reviewed the Claims for payment, with checks numbered 70048 through 70126; electronic checks E1002727 through E1002746; Claims batch includes an electronic transfer for payroll in the amount of \$92,840.07.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$2,273,019.67 is hereby approved.

ADOPTED this 7th day of August 2023 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

City Clerk

(seal)

CITY OF MINNETRISTA

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***Check Detail Register©**

Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023

Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|---------------------------------|------------|---------------------------------------|--------------|--------------|--------------------------------------|
| 1010 1ST BK OF THE LAKES | | | | | |
| 70048 | 07/31/23 | ASPEN MILLS | | | |
| E 101-42110-417 | | UNIFORMS | \$320.00 | 315862 | Vest |
| | | Total | \$320.00 | | |
| 70049 | 07/31/23 | CALIBRE PRESS | | | |
| E 101-42110-434 | | POLICE TRAINING | \$199.00 | 2379765 | Training |
| | | Total | \$199.00 | | |
| 70050 | 07/31/23 | Dept. of Labor & Industry | | | |
| G 101-2103 | | BLDG VAL BSD - STATE | \$15,061.80 | June 2023 | Surcharges |
| G 101-2102 | | HVAC - STATE SURCH | \$44.00 | June 2023 | Surcharges |
| G 101-2101 | | PLUMBING - STATE SUR | \$36.00 | June 2023 | Surcharges |
| G 101-2100 | | BLDG GEN - STATE SUR | \$45.00 | June 2023 | Surcharges |
| | | Total | \$15,186.80 | | |
| 70051 | 07/31/23 | FINANCE AND COMMERCE | | | |
| E 404-45202-307 | | PROFESSIONAL SERVIC | \$213.60 | 745621894 | Gene Lehner Park Improvements |
| | | Total | \$213.60 | | |
| 70052 | 07/31/23 | FRONTIER OH | | | |
| E 101-42110-321 | | TELEPHONE | \$519.38 | 952-446-1660 | Monthly Phone Service |
| E 101-43121-321 | | TELEPHONE | \$519.38 | 952-446-1660 | Monthly Phone Service |
| E 101-41940-321 | | TELEPHONE | \$519.40 | 952-446-1660 | Monthly Phone Service |
| | | Total | \$1,558.16 | | |
| 70053 | 07/31/23 | GREAT AMERICA FINANCIAL SVCS | | | |
| E 101-41320-322 | | POSTAGE | \$175.85 | 34434271 | Meter rental |
| | | Total | \$175.85 | | |
| 70054 | 07/31/23 | Int'l Union of Oper. Engineers | | | |
| G 101-2360 | | PAYROLL CLEARING UN | \$315.00 | August 2023 | * Union dues |
| | | Total | \$315.00 | | |
| 70055 | 07/31/23 | LAKETOWN ELECTRIC CORP | | | |
| E 602-49490-227 | | UTILITY SYSTEM MAINT | \$690.00 | 38913 | Repair of Electrical Conduit at LS 4 |
| | | Total | \$690.00 | | |
| 70056 | 07/31/23 | LANGUAGE LINE SERVICES | | | |
| E 101-42110-307 | | PROFESSIONAL SERVIC | \$42.00 | 11056399 | Services |
| | | Total | \$42.00 | | |
| 70057 | 07/31/23 | LOFFLER | | | |
| E 101-42110-410 | | COMPUTER SERVICES/ | \$103.71 | 4407678 | Copies-PD |
| | | Total | \$103.71 | | |
| 70058 | 07/31/23 | MET COUNCIL | | | |
| G 602-2395 | | SAC CLEARING | \$433,185.20 | June 2023 | * Monthly SAC |
| | | Total | \$433,185.20 | | |
| 70059 | 07/31/23 | MOTOROLA | | | |

CITY OF MINNETRISTA

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023
Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------|------------|------------------------------------------|-------------|--------------|-----------------------------------------------|
| E 101-42110-433 | | DUES & SUBSCRIPT & TR | \$2,730.00 | 60395362 | License Fees |
| | | Total | \$2,730.00 | | |
| 70060 | 07/31/23 | NCPERS MINNESOTA - 632400 | | | |
| G 101-2380 | | PAYROLL CLEARING LIF | \$256.00 | 63240082023 | *PERA life Ins Employer Paid |
| | | Total | \$256.00 | | |
| 70061 | 07/31/23 | Per Mar Security Services | | | |
| E 101-42110-404 | | VEHICLE & EQUIP MAIN | \$91.68 | 3106107 | Monitoring |
| | | Total | \$91.68 | | |
| 70062 | 07/31/23 | TRUGREEN CHEMLAWN | | | |
| E 601-49440-402 | | LAWN MAINTENANCE | \$205.00 | 178917583 | Weed Control and Fertilizer Applications |
| E 101-41940-402 | | LAWN MAINTENANCE | \$692.00 | 178917583 | Weed Control and Fertilizer Applications |
| E 602-49490-402 | | LAWN MAINTENANCE | \$40.00 | 178917583 | Weed Control and Fertilizer Applications |
| E 101-45202-402 | | LAWN MAINTENANCE | \$1,179.00 | 178917583 | Weed Control and Fertilizer Applications |
| | | Total | \$2,116.00 | | |
| 70063 | 07/31/23 | US BANK EQUIPMENT FINANCE | | | |
| E 101-41320-307 | | PROFESSIONAL SERVIC | \$41.86 | 506778703 | Copier-City Hall |
| E 101-41910-307 | | PROFESSIONAL SERVIC | \$41.86 | 506778703 | Copier-City Hall |
| E 101-43121-307 | | PROFESSIONAL SERVIC | \$41.86 | 506778703 | Copier-City Hall |
| E 601-49440-307 | | PROFESSIONAL SERVIC | \$41.87 | 506778703 | Copier-City Hall |
| E 602-49490-307 | | PROFESSIONAL SERVIC | \$41.87 | 506778703 | Copier-City Hall |
| | | Total | \$209.32 | | |
| 70064 | 07/31/23 | WASTE MANAGEMENT OF WI-MN | | | |
| E 671-43230-384 | | REFUSE REMOVAL | \$18,025.68 | 7803081-159 | * Recycling |
| E 671-43230-384 | | REFUSE REMOVAL | \$86.81 | 8927858-228 | Organics |
| | | Total | \$18,112.49 | | |
| 70065 | 07/31/23 | XCEL ENERGY | | | |
| E 101-43160-381 | | ELECTRIC UTILITIES | \$2,674.30 | 51-6565411-9 | Electricity-Street Lights |
| E 101-42110-381 | | ELECTRIC UTILITIES | \$2,978.92 | 51-9597547-2 | Electricity-Police |
| | | Total | \$5,653.22 | | |
| 70066 | 08/07/23 | ACTION FLEET, INC | | | |
| E 101-42110-221 | | EQUIPMENT PARTS, TIR | \$390.15 | I6205 | Charger, Fuse Holders, Service |
| E 101-42110-221 | | EQUIPMENT PARTS, TIR | \$428.75 | I6216 | Airbag Switch Front Passenger, Service, Parts |
| E 101-42110-404 | | VEHICLE & EQUIP MAIN | \$67.50 | I6217 | Service/Labor |
| | | Total | \$886.40 | | |
| 70067 | 08/07/23 | AE2S | | | |
| E 601-49440-303 | | ENGINEERING SERV | \$727.50 | 88352 | June General Services Fee |
| E 601-49440-227 | | UTILITY SYSTEM MAINT | \$1,821.25 | 88353 | Wells 8 and 9 Site Planning and Design |
| E 601-49440-227 | | UTILITY SYSTEM MAINT | \$3,276.00 | 88354 | June Billing Water System Planning |
| | | Total | \$5,824.75 | | |
| 70068 | 08/07/23 | ALDEN POOL & MUNICIPAL SUPPLY | | | |
| E 601-49440-227 | | UTILITY SYSTEM MAINT | \$81.00 | 23-1280 | Drain Fittings for Dehumidifier at SWTP |
| | | Total | \$81.00 | | |

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023

Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------|------------|-------------------------------------|------------|-------------|---------------------------------------------------------------|
| 70069 | 08/07/23 | AUTOMATIC SYSTEMS CO. | | | |
| E 601-49440-227 | | UTILITY SYSTEM MAINT | \$8,909.00 | 040505 | VPN & Firewall upgrades for remote access to WTPs on Ipad |
| | | Total | \$8,909.00 | | |
| 70070 | 08/07/23 | BAUER BUILT TIRE | | | |
| E 101-42110-221 | | EQUIPMENT PARTS, TIR | \$1,024.92 | 180293511 | Tires 83 and 76 |
| | | Total | \$1,024.92 | | |
| 70071 | 08/07/23 | BIFFS, INC. | | | |
| E 101-45202-401 | | BLDG/STRUCT MAINTEN | \$75.43 | W924666 | Lisle Park |
| E 101-45202-401 | | BLDG/STRUCT MAINTEN | \$75.43 | W924667 | Linden Park |
| | | Total | \$150.86 | | |
| 70072 | 08/07/23 | BREDESON, ROGER | | | |
| E 433-43122-530 | | IMPROVEMENTS | \$464.44 | | Repair of Irrigation at 5790 Sunnybrook Circle |
| | | Total | \$464.44 | | |
| 70073 | 08/07/23 | CANON FINANCIAL SERVICES INC | | | |
| E 101-42110-202 | | COPY & PRINTING SUPP | \$95.49 | 30911081 | Copier-PD |
| | | Total | \$95.49 | | |
| 70074 | 08/07/23 | CD PRODUCT INC. | | | |
| E 101-43121-224 | | STREET MAINTENANCE | \$115.00 | 81640 | Custom Lettering for Mailbox hit during snowplowing -Saunders |
| E 101-43121-221 | | EQUIPMENT PARTS, TIR | \$76.00 | 81641 | Vehicle/Equipment ID #s and Decals |
| | | Total | \$191.00 | | |
| 70075 | 08/07/23 | Center Point Energy | | | |
| E 601-49440-383 | | NATURAL GAS | \$17.09 | 10654144-4 | Gas Utility |
| E 601-49440-383 | | NATURAL GAS | \$378.29 | 10658039-2 | Gas Utility |
| E 601-49440-383 | | NATURAL GAS | \$35.57 | 10658041-8 | Gas Utility |
| E 601-49440-383 | | NATURAL GAS | \$21.94 | 11144790-0 | Gas Utility |
| E 601-49440-383 | | NATURAL GAS | \$16.13 | 11431330-7 | Gas Utility |
| E 601-49440-383 | | NATURAL GAS | \$16.13 | 11553312-7 | Gas Utility |
| E 601-49440-383 | | NATURAL GAS | \$16.13 | 11833736-9 | Gas Utility |
| E 101-41940-383 | | NATURAL GAS | \$26.00 | 5651357-5 | Gas Utility - Gov't Bldg |
| E 601-49440-383 | | NATURAL GAS | \$15.00 | 5659223-1 | Gas - Well #5 |
| E 601-49440-383 | | NATURAL GAS | \$42.10 | 6401076054- | Gas Utility |
| E 101-43121-383 | | NATURAL GAS | \$29.87 | 6744979-3 | Gas Utility - PW |
| E 101-42110-383 | | NATURAL GAS | \$68.55 | 8486433-9 | Gas Utility - PD |
| E 101-43121-383 | | NATURAL GAS | \$26.00 | 8486442-0 | Gas Utility - PW |
| | | Total | \$708.80 | | |
| 70076 | 08/07/23 | CINTAAS | | | |
| E 101-43121-417 | | UNIFORMS | \$116.82 | 4161704474 | Uniforms |
| E 101-43121-417 | | UNIFORMS | \$118.57 | 4162481187 | Uniforms |
| E 101-43121-417 | | UNIFORMS | \$116.82 | 4163161367 | Uniforms |
| | | Total | \$352.21 | | |
| 70077 | 08/07/23 | City of St Bonifacius | | | |

CITY OF MINNETRISTA

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023

Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------|------------|--------------------------------------|-------------|--------------|----------------------------------------------------------|
| E 602-49490-390 | | SEWER SERVICE TO OT | \$17,950.15 | 2028-28 | Hunters Crest Sanitary Sewer Flows |
| | | Total | \$17,950.15 | | |
| 70078 | 08/07/23 | CLASSIC CLEANING COMPANY | | | |
| E 101-41940-211 | | CLEANING & MAINT SUP | \$492.00 | 35059 | Monthly Cleaning July |
| E 101-43121-211 | | CLEANING & MAINT SUP | \$400.00 | 35059 | Monthly Cleaning July |
| E 101-42110-211 | | CLEANING & MAINT SUP | \$775.00 | 35060 | Monthly Cleaning July-PD |
| | | Total | \$1,667.00 | | |
| 70079 | 08/07/23 | JAY COATTA | | | |
| R 601-400-37120 | | UNDISTRIBUTED UTILITI | \$266.05 | | Rfd Overpmt of Utility-5910 Game Farm Road |
| | | Total | \$266.05 | | |
| 70080 | 08/07/23 | CONCRETE CUTTING & CORING | | | |
| E 101-43121-221 | | EQUIPMENT PARTS, TIR | \$109.62 | 34570 | Chainsaw Chains |
| | | Total | \$109.62 | | |
| 70081 | 08/07/23 | ECM PUBLISHERS, INC | | | |
| E 101-41910-351 | | LEGAL NOTICE & ORD P | \$37.13 | 957421 | Ordinance No 484 |
| | | Total | \$37.13 | | |
| 70082 | 08/07/23 | EPA AUDIO VISUAL INC | | | |
| E 673-49600-560 | | EQUIP AND FURNISHIN | \$578.57 | 202285 | Recording Device |
| E 673-49600-560 | | EQUIP AND FURNISHIN | \$420.00 | 902889 | Service Call/Installation |
| | | Total | \$998.57 | | |
| 70083 | 08/07/23 | EROSION PRODUCTS, LLC | | | |
| E 651-49590-224 | | STREET MAINTENANCE | \$170.00 | 231447 | Seed |
| E 651-49590-224 | | STREET MAINTENANCE | \$1,073.91 | 231575 | Erosion Blanket |
| | | Total | \$1,243.91 | | |
| 70084 | 08/07/23 | ESRI | | | |
| E 101-41910-307 | | PROFESSIONAL SERVIC | \$1,400.00 | 94522447 | ArcGIS Desktop and ArcGIS Online License |
| E 101-43121-307 | | PROFESSIONAL SERVIC | \$1,400.00 | 94522447 | ArcGIS Desktop and ArcGIS Online License |
| E 101-41320-433 | | DUES & SUBSRIPT & TR | \$699.00 | 94522447 | ArcGIS Desktop and ArcGIS Online License |
| | | Total | \$3,499.00 | | |
| 70085 | 08/07/23 | Ess Brothers & Sons | | | |
| E 651-49590-224 | | STREET MAINTENANCE | \$1,690.70 | DD5078 | Catch Basin Grates |
| | | Total | \$1,690.70 | | |
| 70086 | 08/07/23 | FRONTIER OH | | | |
| E 601-49440-381 | | ELECTRIC UTILITIES | \$402.50 | 952-196-1926 | South Water Treatment Plant |
| E 101-43121-321 | | TELEPHONE | \$104.74 | 952-472-1082 | Fire Alarm-PW |
| | | Total | \$507.24 | | |
| 70087 | 08/07/23 | Fury Motors | | | |
| E 101-42110-404 | | VEHICLE & EQUIP MAIN | \$132.74 | 774085/1 | Unit 74-Oil Change, Tire Rotation, Multipoint Inspection |
| E 101-42110-404 | | VEHICLE & EQUIP MAIN | \$84.36 | 774441/1 | Unit 76-Oil Change, Tire Rotation, Multipoint Inspection |
| E 101-42110-404 | | VEHICLE & EQUIP MAIN | \$193.06 | 774524/1 | Unit 78-Mound and Balance Tires |

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023
Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------|------------|----------------------------------------|------------|------------|----------------------------------------------------------|
| E 101-42110-404 | | VEHICLE & EQUIP MAIN | \$390.33 | 774866/1 | Unit 75-Oil Change, Tire Rotation, Multipoint Inspection |
| | | Total | \$800.49 | | |
| 70088 | 08/07/23 | GOPHER ACE HARDWARE | | | |
| E 101-43121-224 | | STREET MAINTENANCE | \$179.98 | 016813/1 | 2 Buckthorn Removal Tools |
| | | Total | \$179.98 | | |
| 70089 | 08/07/23 | GREATER MN COMMUNICATIONS | | | |
| E 101-41320-201 | | OFFICE SUPPLIES | \$150.00 | 28740 | Envelopes |
| E 101-41910-201 | | OFFICE SUPPLIES | \$150.00 | 28740 | Envelopes |
| E 101-42401-201 | | OFFICE SUPPLIES | \$151.60 | 28740 | Envelopes |
| E 101-43121-437 | | MISCELLANEOUS EXPE | \$600.00 | 28802 | Summer Newsletter |
| E 101-42401-202 | | COPY & PRINTING SUPP | \$400.00 | 28802 | Summer Newsletter |
| E 101-41320-202 | | COPY & PRINTING SUPP | \$692.24 | 28802 | Summer Newsletter |
| E 101-42110-202 | | COPY & PRINTING SUPP | \$300.00 | 28802 | Summer Newsletter |
| E 101-41910-202 | | COPY & PRINTING SUPP | \$600.00 | 28802 | Summer Newsletter |
| | | Total | \$3,043.84 | | |
| 70090 | 08/07/23 | HAWKINS INC | | | |
| E 601-49440-227 | | UTILITY SYSTEM MAINT | \$90.00 | 6526339 | Chlorine Cylinder Demurrage |
| | | Total | \$90.00 | | |
| 70091 | 08/07/23 | JMS HOMES | | | |
| R 601-400-37120 | | UNDISTRIBUTED UTILITI | \$265.00 | | Rfd Overpmt of Utility-9204 Maas Circle |
| | | Total | \$265.00 | | |
| 70092 | 08/07/23 | KENNEDY & GRAVEN, CHARTERED | | | |
| E 101-41610-304 | | LEGAL FEES - ATTORNE | \$3,000.00 | 175655 | General |
| E 101-41610-304 | | LEGAL FEES - ATTORNE | \$195.00 | MN415-0030 | Water Tower |
| E 673-49600-307 | | PROFESSIONAL SERVIC | \$146.25 | MN415-0036 | Mediacom Franchise Renewal |
| | | Total | \$3,341.25 | | |
| 70093 | 08/07/23 | LANO EQUIPMENT, INC. | | | |
| E 101-43121-416 | | RENTAL | \$200.00 | 03-1011917 | Stump Grinder Rental |
| | | Total | \$200.00 | | |
| 70094 | 08/07/23 | LEIF, ISAAC | | | |
| E 673-49600-307 | | PROFESSIONAL SERVIC | \$225.00 | 03-114 | Work Session and City Council Meeting |
| | | Total | \$225.00 | | |
| 70095 | 08/07/23 | LENNON, CHAD | | | |
| R 601-400-37120 | | UNDISTRIBUTED UTILITI | \$181.00 | | Rfd Overpmt of Utility- 9569 Pheasant Crossing |
| | | Total | \$181.00 | | |
| 70096 | 08/07/23 | LOFFLER | | | |
| E 601-49440-227 | | UTILITY SYSTEM MAINT | \$643.50 | 4411136 | Keycard Issue on WTP |
| E 101-42110-410 | | COMPUTER SERVICES/ | \$2,973.75 | 4411136 | Install PD Computers/Support/Service |
| | | Total | \$3,617.25 | | |
| 70097 | 08/07/23 | Media Com | | | |
| E 673-49600-307 | | PROFESSIONAL SERVIC | \$374.90 | | Internet Services |

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023
Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------|------------|-----------------------------------|--------------|-------------|-----------------------------------------------------------|
| Total | | | \$374.90 | | |
| 70098 | 08/07/23 | Menards | | | |
| E 101-43121-224 | | STREET MAINTENANCE | \$234.88 | 85309 | Pallet of Concrete for Misc Projects |
| Total | | | \$234.88 | | |
| 70099 | 08/07/23 | MENARDS BUFFALO | | | |
| E 101-43121-224 | | STREET MAINTENANCE | \$270.90 | 89788 | Irrigation Sleeves for Gene Lehner Park |
| Total | | | \$270.90 | | |
| 70100 | 08/07/23 | METERING AND TECHNOLOGY | | | |
| E 601-49440-227 | | UTILITY SYSTEM MAINT | \$564.11 | INV2908 | Water Meter Adapters |
| E 601-49440-227 | | UTILITY SYSTEM MAINT | \$897.76 | INV2914 | Meter Ends for New Meter Installs |
| Total | | | \$1,461.87 | | |
| 70101 | 08/07/23 | METRO GARAGE DOOR | | | |
| E 101-42110-401 | | BLDG/STRUCT MAINTEN | \$220.00 | 320233 | Garage Door Service |
| Total | | | \$220.00 | | |
| 70102 | 08/07/23 | MIDCO | | | |
| E 673-49600-530 | | IMPROVEMENTS | \$402,732.00 | | Broadband Cost Sharing/Minnetrista |
| Total | | | \$402,732.00 | | |
| 70103 | 08/07/23 | MN Dept. Of Transportation | | | |
| E 433-43122-530 | | IMPROVEMENTS | \$535.58 | P00017418 | Mill and Overlay Project/GMH |
| Total | | | \$535.58 | | |
| 70104 | 08/07/23 | MORRIES AUTOMOTIVE GROUP | | | |
| E 601-49440-404 | | VEHICLE & EQUIP MAIN | \$10,546.80 | 41869 | Repair of Water Service Truck #7 |
| Total | | | \$10,546.80 | | |
| 70105 | 08/07/23 | MOUND TRUE VALUE HARDWARE | | | |
| E 101-45202-401 | | BLDG/STRUCT MAINTEN | \$141.24 | 187897 | Paint and Supplies for Tennis Court Fence Post Repainting |
| E 101-45202-401 | | BLDG/STRUCT MAINTEN | \$67.47 | 187917 | Paint for Tennis Court Fence Posts |
| E 601-49440-227 | | UTILITY SYSTEM MAINT | \$42.98 | 188050 | Cleaning Supplies |
| E 101-45202-437 | | MISCELLANEOUS EXPE | \$7.79 | 188067 | Tree Wrap |
| Total | | | \$259.48 | | |
| 70106 | 08/07/23 | NATIONAL PELRA | | | |
| E 101-41320-433 | | DUES & SUBSCRIPT & TR | \$450.00 | 5292 | MPELRA Summer Conference-Allie |
| Total | | | \$450.00 | | |
| 70107 | 08/07/23 | NEUMANN, RENAE | | | |
| E 101-41320-435 | | COUNCIL TRAIN/RETRE | \$59.29 | | Mileage Reimbursement |
| Total | | | \$59.29 | | |
| 70108 | 08/07/23 | OFFICE DEPOT | | | |
| E 101-41320-201 | | OFFICE SUPPLIES | \$30.00 | 32309562100 | Paper, Rubberbands |
| E 101-41910-201 | | OFFICE SUPPLIES | \$19.77 | 32309562100 | Paper, Rubberbands |
| E 101-41320-201 | | OFFICE SUPPLIES | \$55.98 | 32309680600 | Monitor Risers |

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023

Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------|------------|------------------------------------------|------------|--------------|-----------------------------------------------|
| Total | | | \$105.75 | | |
| 70109 | 08/07/23 | OFFICE OF MNIT SERVICES | | | |
| E 101-42110-410 | | COMPUTER SERVICES/ | \$100.00 | DV23060441 | June 2023 Charges |
| Total | | | \$100.00 | | |
| 70110 | 08/07/23 | Optum | | | |
| E 101-41320-437 | | MISCELLANEOUS EXPE | \$126.75 | 0001471413 | HSA Quarterly |
| Total | | | \$126.75 | | |
| 70111 | 08/07/23 | PLUNKETTS | | | |
| E 601-49440-401 | | BLDG/STRUCT MAINTEN | \$56.45 | 8114976 | Pest Control |
| E 601-49440-401 | | BLDG/STRUCT MAINTEN | \$56.45 | 8115412 | Pest Control |
| E 601-49440-401 | | BLDG/STRUCT MAINTEN | \$35.00 | 8118322 | Pest Control |
| Total | | | \$147.90 | | |
| 70112 | 08/07/23 | Postmaster | | | |
| E 602-49490-322 | | POSTAGE | \$314.00 | PI 89 | Utility Postage |
| E 671-43230-322 | | POSTAGE | \$104.67 | PI 89 | Utility Postage |
| E 601-49440-322 | | POSTAGE | \$523.34 | PI 89 | Utility Postage |
| E 651-49590-322 | | POSTAGE | \$104.66 | PI 89 | Utility Postage |
| Total | | | \$1,046.67 | | |
| 70113 | 08/07/23 | POWER PLAN | | | |
| E 101-43121-404 | | VEHICLE & EQUIP MAIN | \$1,936.28 | W1608514 | Repair of AC in Grader |
| Total | | | \$1,936.28 | | |
| 70114 | 08/07/23 | PREMIUM WATERS, INC | | | |
| E 101-41940-211 | | CLEANING & MAINT SUP | \$102.12 | 605123-06-23 | Water |
| Total | | | \$102.12 | | |
| 70115 | 08/07/23 | RITEWAY | | | |
| E 671-43230-437 | | MISCELLANEOUS EXPE | \$83.80 | 23-31709 | Utility Bills |
| E 651-49590-202 | | COPY & PRINTING SUPP | \$142.75 | 23-31709 | Utility Bills |
| E 602-49490-202 | | COPY & PRINTING SUPP | \$250.00 | 23-31709 | Utility Bills |
| E 601-49440-202 | | COPY & PRINTING SUPP | \$350.00 | 23-31709 | Utility Bills |
| Total | | | \$826.55 | | |
| 70116 | 08/07/23 | SCHUMACHER, WILLIAM & HEATHER | | | |
| G 101-2025 | | DEPOSITS PAYABLE | \$5,000.00 | MB-22025 R1 | Temp Deposit Rtn 3720 Lee Road |
| Total | | | \$5,000.00 | | |
| 70117 | 08/07/23 | Stericycle, Inc. | | | |
| E 101-41320-307 | | PROFESSIONAL SERVIC | \$155.16 | 8004389518 | Shredding Services |
| Total | | | \$155.16 | | |
| 70118 | 08/07/23 | Siteone Landscape Supply | | | |
| E 101-45202-401 | | BLDG/STRUCT MAINTEN | \$5.96 | 132568849-0 | Irrigation boxes for Friendship Park |
| Total | | | \$5.96 | | |
| 70119 | 08/07/23 | STOKKA, EDWARD & LARISSA | | | |
| R 601-400-37120 | | UNDISTRIBUTED UTILITI | \$316.94 | | Rfd Overpmt of Utility Bill - 9474 Bandy Lane |

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023

Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|------------------|------------|--------------------------------------|-------------|--------------|---------------------------------------------|
| Total | | | \$316.94 | | |
| 70120 | 08/07/23 | STREET COP TRAINING | | | |
| E 101-42110-434 | | POLICE TRAINING | \$249.00 | 124913 | Training |
| Total | | | \$249.00 | | |
| 70121 | 08/07/23 | STREICHER'S | | | |
| E 101-42110-417 | | UNIFORMS | \$164.00 | I1640127 | Uniform |
| E 101-42110-417 | | UNIFORMS | \$139.99 | I1643490 | Uniform |
| E 101-42110-417 | | UNIFORMS | \$84.99 | I1643591 | Uniform |
| E 101-42110-417 | | UNIFORMS | \$88.00 | I1645509 | Uniform |
| Total | | | \$476.98 | | |
| 70122 | 08/07/23 | SUN LIFE FINANCIAL | | | |
| G 101-2340 | | PAYROLL CLEARING HE | \$835.37 | Sept 2023 | LTD |
| G 101-2340 | | PAYROLL CLEARING HE | \$534.32 | Sept 2023 | STD |
| Total | | | \$1,369.69 | | |
| 70123 | 08/07/23 | The Standard | | | |
| G 101-2380 | | PAYROLL CLEARING LIF | \$1,784.35 | Sept 2023 | Life Insurance |
| Total | | | \$1,784.35 | | |
| 70124 | 08/07/23 | Toll Gas & Welding Supply | | | |
| E 101-43121-215 | | SHOP MATERIALS | \$25.42 | 40179703 | Med Acetylene Cyl |
| Total | | | \$25.42 | | |
| 70125 | 08/07/23 | TWIN CITY GARAGE DOOR CO. | | | |
| E 101-42110-401 | | BLDG/STRUCT MAINTEN | \$246.00 | Z242805 | Pd Garage Door Service |
| Total | | | \$246.00 | | |
| 70126 | 08/07/23 | Zep Manufacturing Company | | | |
| E 101-43121-224 | | STREET MAINTENANCE | \$760.17 | 9008751664 | Degreaser/Cleaner |
| Total | | | \$760.17 | | |
| 1002727 e | 07/14/23 | TASC | | | |
| G 101-2345 | | PR CLEARING HEALTH F | \$387.57 | | Healthcare FSA |
| Total | | | \$387.57 | | |
| 1002728 e | 07/14/23 | XCEL ENERGY | | | |
| E 601-49440-381 | | ELECTRIC UTILITIES | \$17,586.68 | 51-6565410-8 | Electricity-Wells/Watertower |
| Total | | | \$17,586.68 | | |
| 1002729 e | 07/20/23 | TASC | | | |
| G 101-2346 | | PR CLEARING DAYCARE | \$416.66 | | * Dependent Care |
| Total | | | \$416.66 | | |
| 1002730 e | 07/24/23 | BRIDGEWATER BANK | | | |
| E 101-41320-437 | | MISCELLANEOUS EXPE | \$95.00 | 08/07/23 | Remote Deposit and Positive Pay Monthly Fee |
| Total | | | \$95.00 | | |
| 1002731 e | 07/24/23 | WELLS FARGO - BOND WIRES | | | |

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023

Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|------------------|------------|------------------------------------|--------------|--------------|-----------------------------------------------------------------------|
| E 527-47000-611 | | BOND INTEREST | \$34,900.00 | 8/7/23 | Bond Interest 2014B General Obligation Bonds-CIP BONDS (old EDA) |
| E 529-47000-611 | | BOND INTEREST | \$2,902.50 | 8/7/23 | Bond Interest 2012A General Obligation Bonds Highland/Sewer Bond |
| E 602-47000-611 | | BOND INTEREST | \$2,902.50 | 8/7/23 | Bond Interest 2012A General Obligation Bonds Highland/Sewer Bond |
| E 532-47000-620 | | FISCAL AGENT FEES | \$475.00 | 8/7/23 | Bond Paying Agent Fee 2017A Bond-2017 Street Projects |
| E 601-47000-611 | | BOND INTEREST | \$16,875.00 | 8/7/23 | Bond Interest 2016A General Obligation Bonds Watermain |
| E 532-47000-611 | | BOND INTEREST | \$34,700.00 | 8/7/23 | 2017 A Bond Interest 2017 Street Projects |
| E 528-47000-611 | | BOND INTEREST | \$20,275.00 | 8/7/23 | Bond Interest 2019A General Obligation Bonds Game Farm South Bay |
| E 601-47000-611 | | BOND INTEREST | \$4,113.25 | 8/7/23 | Bond Interest 2017C General Obligation Bonds Kings Point Road Utility |
| E 602-47000-611 | | BOND INTEREST | \$1,848.00 | 8/7/23 | Bond Interest 2017C General Obligation Bonds Kings Point Road Utility |
| E 601-47000-611 | | BOND INTEREST | \$17,125.00 | 8/7/23 | Bond Interest 2020A General Obligation Bonds Watermain |
| E 501-47000-611 | | BOND INTEREST | \$3,425.00 | 8/7/23 | Bond Interest 2020A General Obligation Bonds Equipment Certif |
| Total | | | \$139,541.25 | | |
| 1002732 e | 07/25/23 | Internal Revenue Service | | | |
| G 101-2300 | | PAYROLL CLEARING FE | \$14,837.22 | | * PR - Fed w/h |
| G 101-2320 | | PAYROLL CLEARING FIC | \$14,475.06 | | * PR - SS/Medicare w/h |
| Total | | | \$29,312.28 | | |
| 1002733 e | 07/25/23 | MINNESOTA DEPT. OF REV. | | | |
| G 101-2310 | | PAYROLL CLEARING ST | \$6,663.15 | | * State w/h |
| Total | | | \$6,663.15 | | |
| 1002734 e | 07/25/23 | Optum | | | |
| G 101-2347 | | HSA CLEARING ACCT | \$5,174.66 | | HSA Employer and Employee Cont |
| Total | | | \$5,174.66 | | |
| 1002735 e | 07/25/23 | HCSP | | | |
| G 101-2370 | | PAYROLL CLEARING DE | \$225.00 | | * HCSP Retirement |
| Total | | | \$225.00 | | |
| 1002736 e | 07/25/23 | Public Employees Retirement | | | |
| G 101-2330 | | PAYROLL CLEARING PE | \$27,374.65 | | * Pera w/h |
| Total | | | \$27,374.65 | | |
| 1002737 e | 07/25/23 | EDWARD JONES | | | |
| G 101-2370 | | PAYROLL CLEARING DE | \$2,200.42 | | * Deferred Comp w/h |
| Total | | | \$2,200.42 | | |
| 1002738 e | 07/25/23 | ICMA | | | |
| G 101-2370 | | PAYROLL CLEARING DE | \$480.00 | | * Roth IRA Contributions |
| Total | | | \$480.00 | | |
| 1002739 e | 07/26/23 | XCEL ENERGY | | | |
| E 602-49490-381 | | ELECTRIC UTILITIES | \$1,865.63 | 51-6565409-5 | Electricity-Lift Stations |

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023

Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|------------------|----------------------------|----------------------------------|----------------|----------|-----------------------------------------------|
| Total | | | \$1,865.63 | | |
| 1002740 e | 07/27/23 | TASC | | | |
| G 101-2346 | | PR CLEARING DAYCARE | \$208.33 | | * Dependent Care |
| Total | | | \$208.33 | | |
| 1002741 e | 07/27/23 | TASC | | | |
| G 101-2346 | | PR CLEARING DAYCARE | \$208.33 | | * Dependent Care |
| Total | | | \$208.33 | | |
| 1002742 e | 07/28/23 | Petty Cash | | | |
| E 101-42110-437 | | MISCELLANEOUS EXPE | \$51.48 | 7-21-23 | CRIME FUND MONEY (pass through) |
| Total | | | \$51.48 | | |
| 1002743 e | 07/28/23 | GMH ASPHALT CORP | | | |
| E 433-43122-530 | | IMPROVEMENTS | \$258,701.33 | 08/07/23 | PAY VOUCHER 2 - 2023 Mill Overlay |
| E 601-43241-530 | | IMPROVEMENTS | \$2,723.17 | 08/07/23 | PAY VOUCHER 2 - 2023 Mill Overlay |
| E 602-43251-530 | | IMPROVEMENTS | \$10,892.69 | 08/07/23 | PAY VOUCHER 2 - 2023 Mill Overlay |
| Total | | | \$272,317.19 | | |
| 1002744 e | 07/31/23 | TASC | | | |
| G 101-2346 | | PR CLEARING DAYCARE | \$416.66 | | * Dependent Care |
| Total | | | \$416.66 | | |
| 1002745 e | 08/07/23 | ASPHALT SURFACE TECH CORP | | | |
| E 433-43122-530 | | IMPROVEMENTS | \$390,347.95 | 07312023 | 2023 Street Improvement Project PAY VOUCHER 2 |
| Total | | | \$390,347.95 | | |
| 1002746 e | 08/07/23 | LaTour Construction, Inc. | | | |
| E 433-43122-530 | | IMPROVEMENTS | \$159,945.81 | 080123 | PAY VOUCHER 2 2023 Street and Util Project |
| E 601-43241-530 | | IMPROVEMENTS | \$150,537.24 | 080123 | PAY VOUCHER 2 2023 Street and Util Project |
| E 602-43251-530 | | IMPROVEMENTS | \$3,136.19 | 080123 | PAY VOUCHER 2 2023 Street and Util Project |
| Total | | | \$313,619.24 | | |
| 1010 | 1ST BK OF THE LAKES | | \$2,180,179.60 | | |

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Batch: Tasc071123,Xcel071423,Tasc071423,7.15.23Bridge,7.24.23

BOND,PR07202023,073123HP,Xcel073123,Tasc072523,Tasc072623,PETTY 7-21-23,8-7-23 MILL OVERLAY,Tasc061523,8-7-23 2023

Reclaim,080723AP,8-7-23STREET ANDUTIL

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|---------|------------|-------------|--------|---------|---------|
|---------|------------|-------------|--------|---------|---------|

Fund Summary**1010 1ST BK OF THE LAKES**

| | |
|-----------------------------------|----------------|
| 101 GENERAL FUND | \$134,399.24 |
| 404 PARK DEDICATION FUND | \$213.60 |
| 433 2023 STREET PROJECTS | \$809,995.11 |
| 501 CIP EQUIPMENT CERTIFICATES | \$3,425.00 |
| 527 CIP BONDS (WAS EDA) DEBT FUND | \$34,900.00 |
| 528 GAME FARM/SOUTH BAY DEBT | \$20,275.00 |
| 529 HIGHLAND ROAD DEBT | \$2,902.50 |
| 532 2017 A STREET PROJECTS DEBT | \$35,175.00 |
| 601 WATER FUND | \$239,818.22 |
| 602 SEWER FUND | \$473,116.23 |
| 651 STORM WATER MGMT FUND | \$3,182.02 |
| 671 RECYCLING FUND | \$18,300.96 |
| 673 CABLE | \$404,476.72 |
| | <hr/> |
| | \$2,180,179.60 |

CITY OF MINNETRISTA



CONSENT AGENDA ITEM 4D

Subject: Award contract with Sunram Construction, Inc.
for the site work at Gene Lehner Park

Prepared By: Gary Peters, Public Works Director

Meeting Date: August 7, 2023

Issue:

Gene Lehner Park in the Trillium Bay Addition is due for reconstruction.

Overview:

The rehabilitation of Gene Lehner Park was to be awarded in two phases. The first phase was awarding the purchase and installation of the playground equipment. This was done so that the designers would know the shape and size of the site. That phase was awarded to Minnesota/Wisconsin Playgrounds. This is phase two, and it will award a contract for the site work. This work will consist of grading the current site to meet new design specifications, installing new retaining walls, new concrete play equipment container edging, new concrete picnic table and park bench pads, as well as installing a new parking lot, new tennis court surface and trail/sidewalk improvements.

These quotes also add a base bid alternate for the paving of the entire trail going down to Trillium Lane East. Originally this part of the trail was not going to be replaced, but with all the other trails in the park being replaced, we decided to move forward and replace this section too. Ten vendors sent in quotes, and they are as follows:

- \$199,745.30: Sunram Construction, Inc.
- \$243,923.00: Do-Right Contracting
- \$261,489.80: Vada Contracting, LLC
- \$262,138.50: Hobs Excavating, Inc.
- \$269,078.50: GL Contracting, Inc.
- \$278,647.45: Veit & Company, Inc
- \$304,783.00: LinnCo, Inc.
- \$330,842.50: New Look Contracting
- \$340,355.00: Parkstone Contracting, LLC
- \$340,591.00: Urban Companies

WSB's Senior Landscape Architect, Robert Slipka, has worked with 8 of the 10 contractors in the past and all have good references. Sunram Construction has done work

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

for the City of Minnetrista in the past. They were the prime contractor for two large drainage projects off Morningview Dr. They did an excellent job on these projects. They also did work for the watershed district in the area behind lift station #2 off County Road 110 North.

Fiscal Impact:

The engineer's bid estimate with contingency for this project was \$192,000.00. With the Sunram Construction quote coming in at just over that, Public Works and WSB still recommend awarding the contract for site work to Sunram Construction of Corcoran, MN at the quoted price of \$199,745.30. When added to the quote of \$85,000.00 for the playground equipment and installation from Minnesota/Wisconsin Playground, we are at \$284,745.30 for the total project. Park CIP funding shows a total of \$300,000.00 set aside for this reconstruction. It is estimated that Public Works crews have completed around \$75,000.00 worth of removals in house.

The fiscal impact of \$199,745.30 will be funded by the Park CIP fund.

Recommended City Council Action:

Staff recommends awarding a contract agreement with Sunram Construction for site work at Gene Lehner Park for a total price of \$199,745.30.

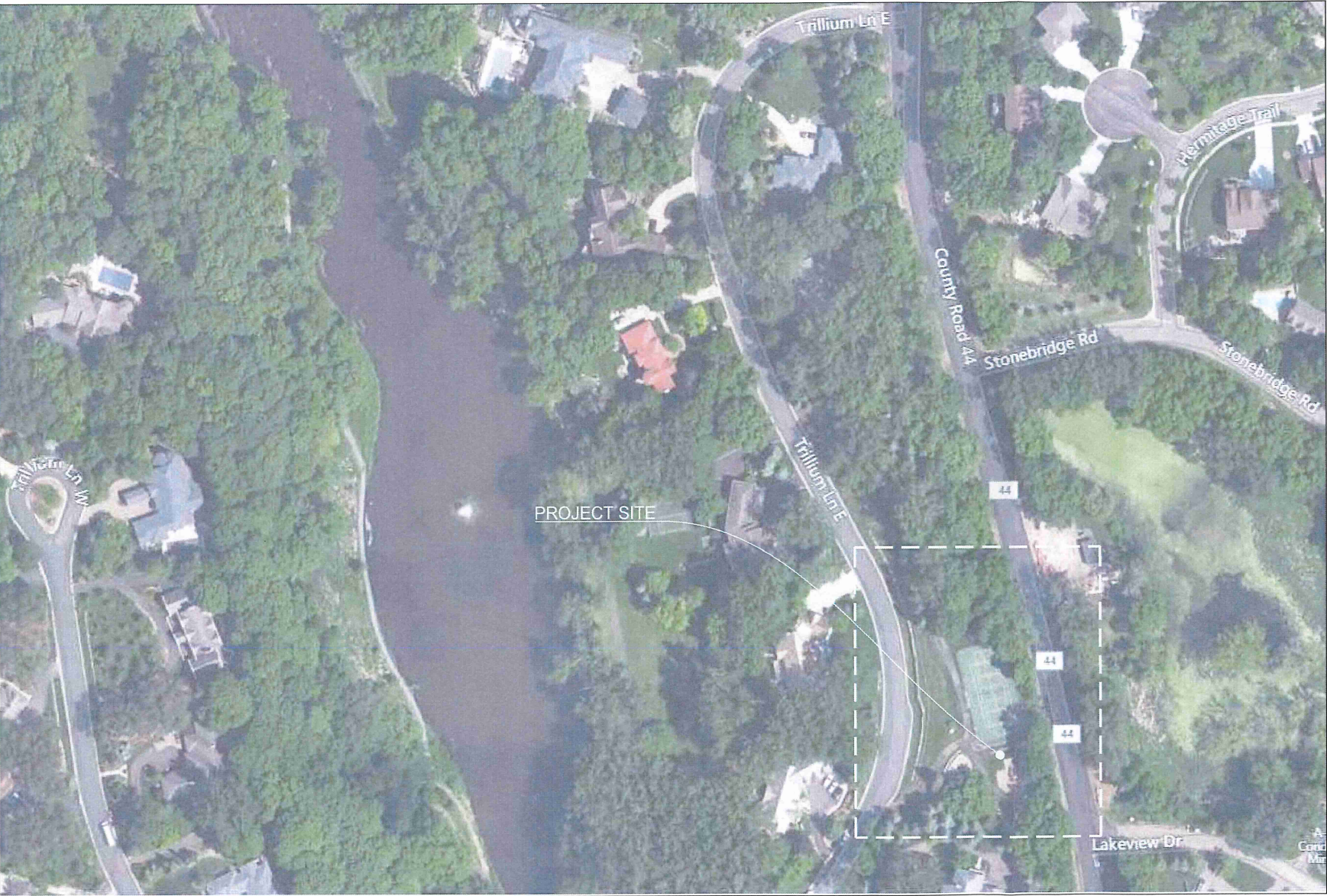
Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

GENE LEHNER PARK IMPROVEMENTS- MINNETRISTA

MINNETRISTA, Minnesota

WSB & Associates, Inc. Project No. 021557-000
Issue Date..... 06-23-2023



1 PROJECT LOCATION MAP
L1.0 SCALE: NOT TO SCALE

THIS PLAN SET HAS BEEN PREPARED FOR:
CITY OF MINNETRISTA
7701 COUNTY RD 110 W
MINNETRISTA, MN 55364
(952) 446-1660



| Sheet List Table | |
|------------------|-----------------|
| SHEET NUMBER | SHEET TITLE |
| L1.0 | COVER SHEET |
| L2.0 | REMOVAL PLAN |
| L3.0 | LAYOUT PLAN |
| L4.0 | GRADING PLAN |
| L5.0 | RESTORATION |
| L6.0 | GENERAL DETAILS |
| L6.1 | COURT DETAILS |
| L6.2 | COURT STRIPING |

GENE LEHNER PARK
4180 TRILLIUM LN. E.
MINNETRISTA, MN, 55364

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE QUALITY LEVELS WERE DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE DATA". THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.



SCALE: AS SHOWN
DESIGN BY: KT
PLAN BY: ZH
CHECK BY: ZH

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

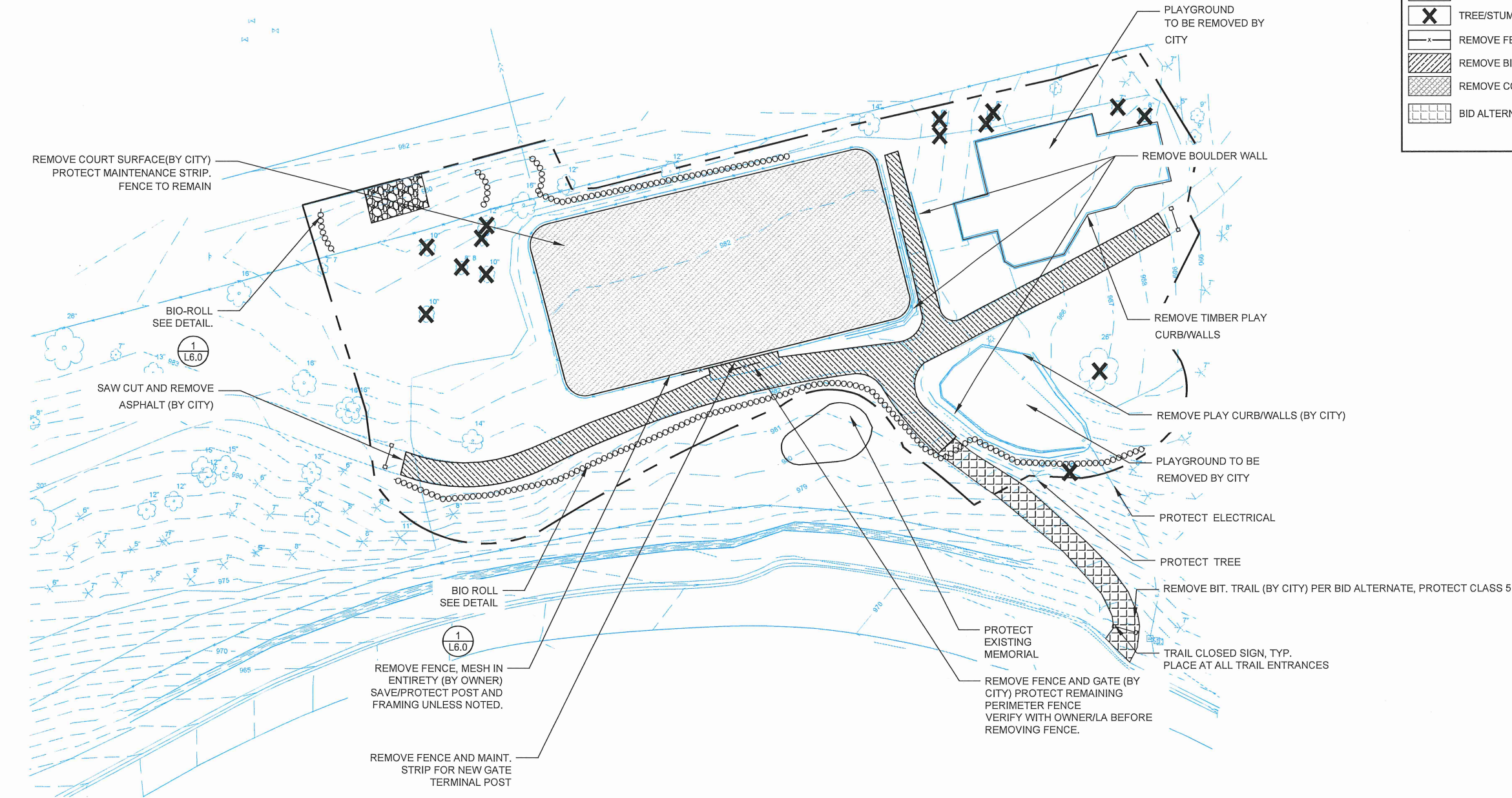
Robert A. Supka III
ROBERT A. SUPKA III
DATE: 06-23-2023 LIC. NO: 44337

COVER SHEET

GENE LEHNER PARK IMPROVEMENTS
CITY OF MINNETRISTA

CLIENT PROJECT NO.
WSB PROJECT NO.
021557-000
SHEET
L1.0

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| LEGEND | |
|--------|--------------------------------------------|
| | CONSTRUCTION LIMITS |
| | EXISTING CONTOUR |
| | EXISTING DECIDUOUS TREE |
| | EXISTING CONIFER TREE |
| | ROCK CONSTRUCTION ENTRANCE (OR EQUIVALENT) |
| | BIO-ROLL |
| | EXISTING DRAINAGE FLOW |
| | SILT FENCE |
| | INLET PROTECTION |
| | TREE/STUMP REMOVED BY OWNER |
| | REMOVE FENCE |
| | REMOVE BITUMINOUS |
| | REMOVE COURT SURFACE |
| | BID ALTERNATE |

SCALE:
AS SHOWN
PLAN BY:
ZH

DESIGN BY:
KT
CHECK BY:
RS

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ROBERT A. SLUPKA III

DATE: 06-23-2023 LIC. NO: 44337

REMOVAL PLAN

GENE LECHNER PARK IMPROVEMENTS
CITY OF MINNETRISTA

CLIENT PROJECT NO.

WSB PROJECT NO.
021557-000

SHEET
L2.0

[illegible]

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

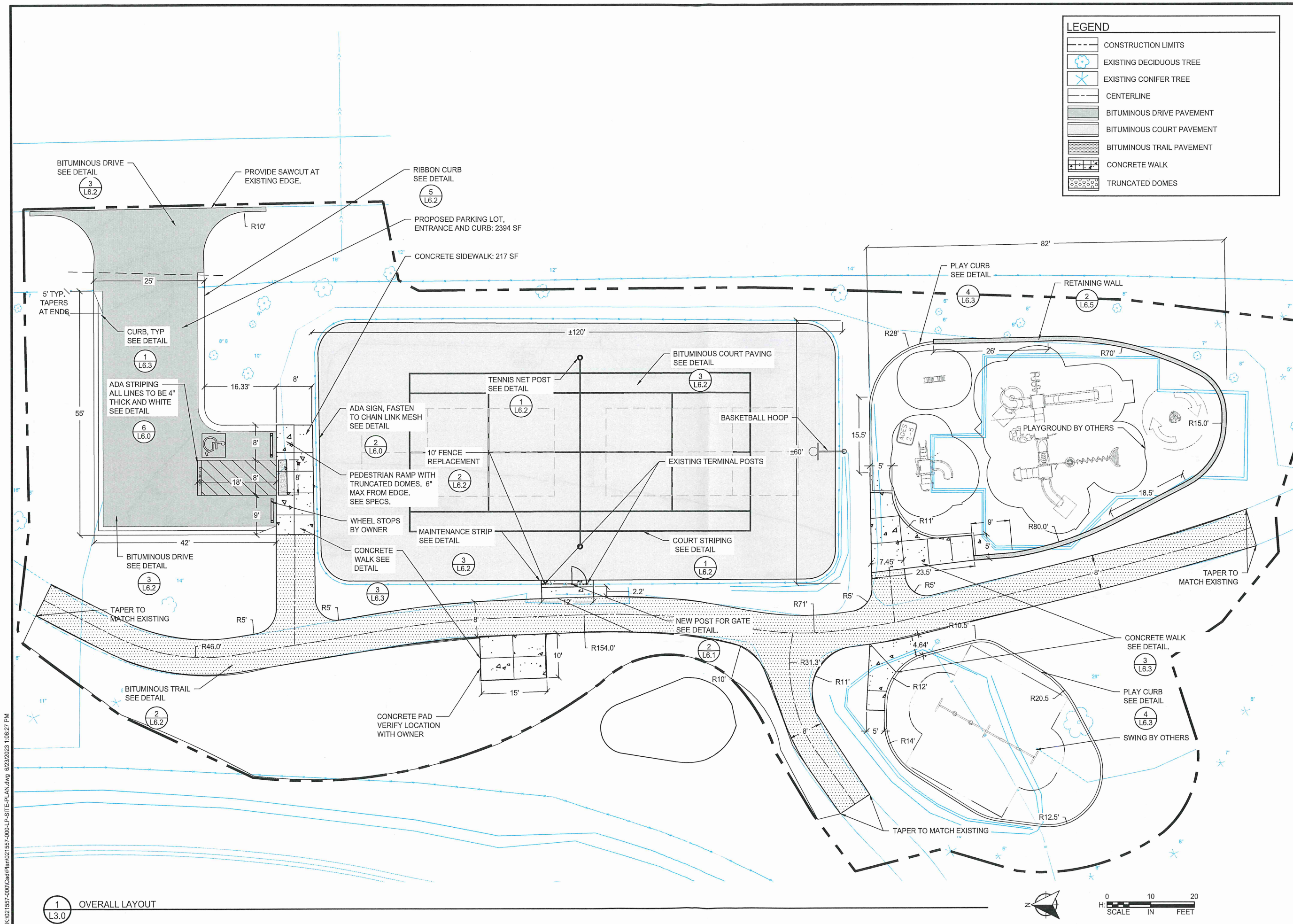
Robert A. Slipka III
ROBERT A. SLIPKA III

1000

GENE LEHNER PARK IMPROVEMENTS
CITY OF MINNETRISTA

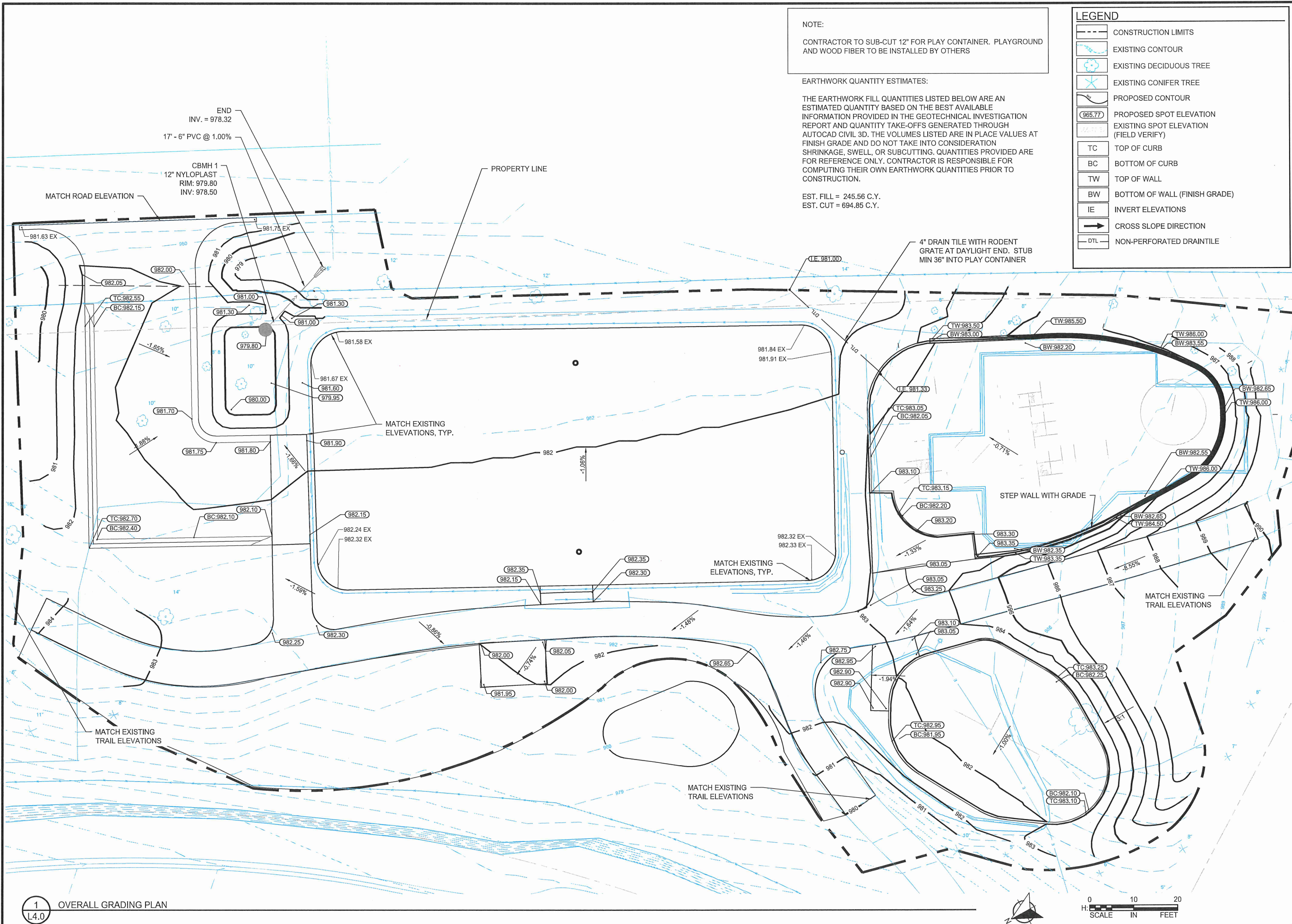
WSB PROJECT NO.
021557-000


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L3.0



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1 OVERALL GRADING PLAN
L4.0






SCALE: AS SHOWN
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PLAN BY: ZH
CHECK BY: RS

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ROBERT A. SUPINA III
DATE: 06-23-2023 LIC. NO: 44337

GRADING PLAN

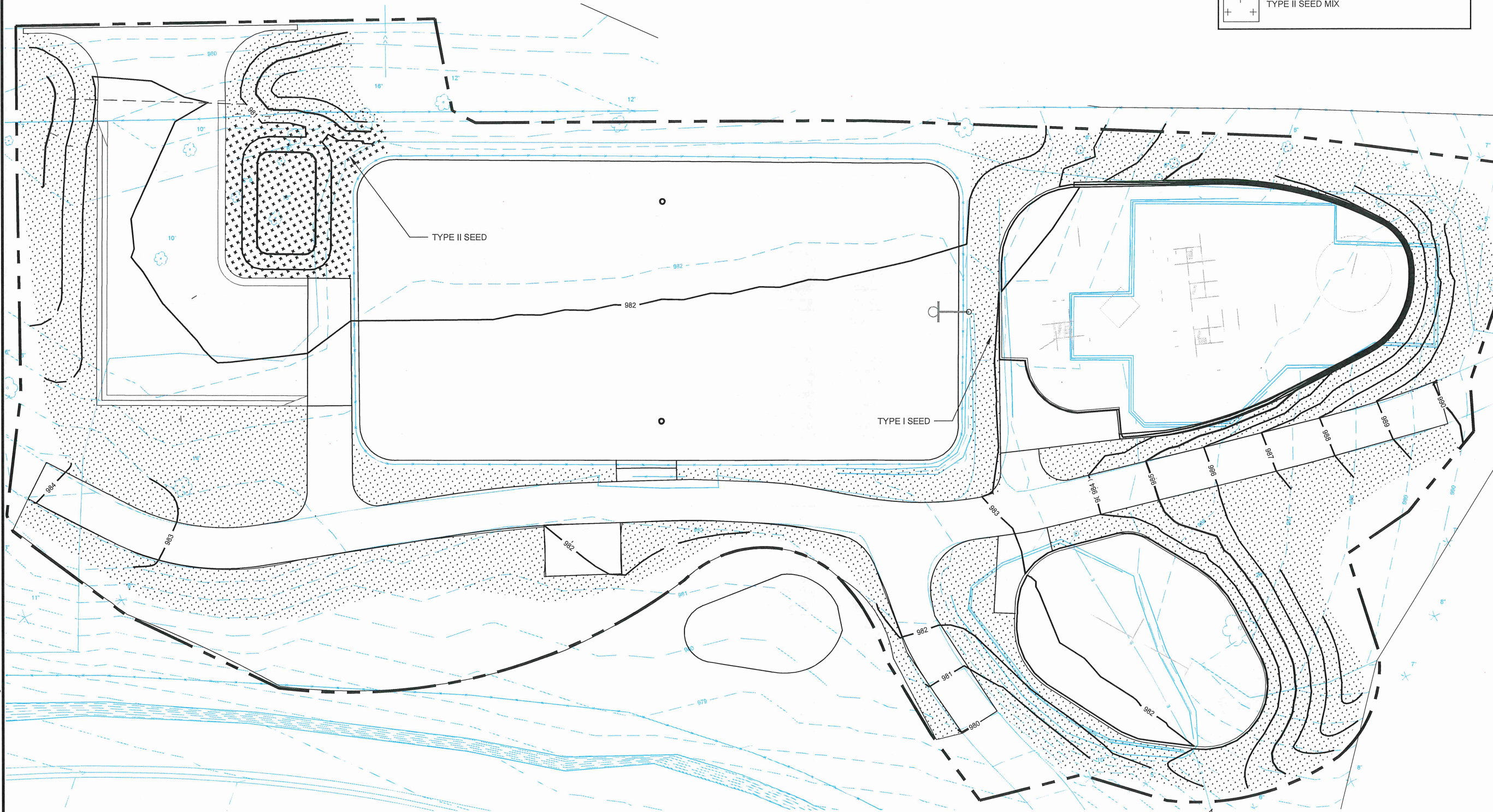
GENE LEHNER PARK IMPROVEMENTS
CITY OF MINNETRISTA

CLIENT PROJECT NO.
WSB PROJECT NO. 021557-000
SHEET L4.0

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1
L5.0

OVERALL RESTORATION PLAN



LEGEND

- CONSTRUCTION LIMITS
- EXISTING CONTOUR
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- PROPOSED CONTOUR
- TYPE I SEED MIX
- TYPE II SEED MIX

wsb

SCALE: AS SHOWN
DESIGN BY: KT
PLAN BY: ZH
CHECK BY: RS

REVISIONS

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Robert A. Slupka III
ROBERT A. SLUPKA III

DATE: 06-23-2023 LIC. NO: 44337

RESTORATION

GENE LEHNER PARK IMPROVEMENTS
CITY OF MINNETRISTA

CLIENT PROJECT NO.

WSB PROJECT NO.
021557-000

SHEET
L5.0

[illegible]

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Robert A. Slipka III
ROBERT A. SLIPKA III

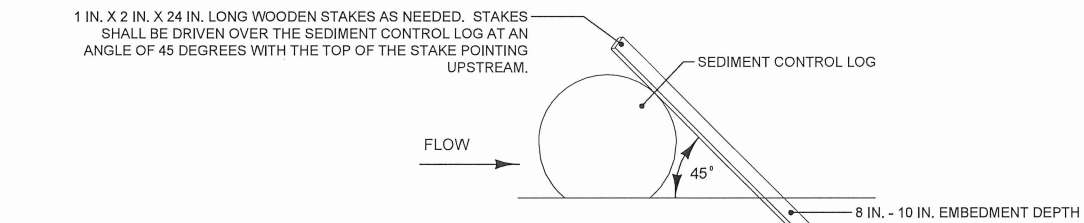
GENERAL DETAILS

GENE LEHNER PARK IMPROVEMENTS
CITY OF MINNETRISTA

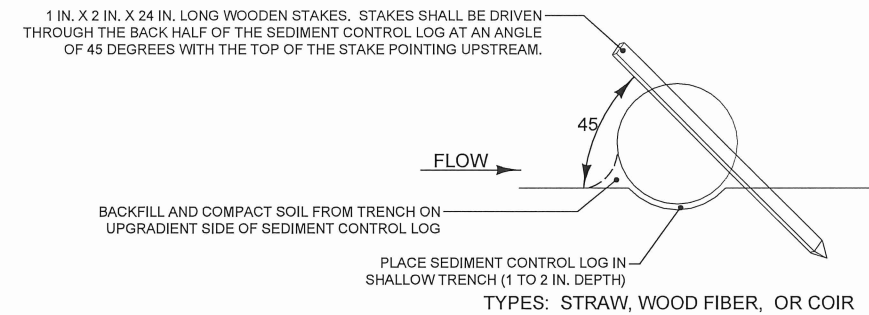
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021557-000

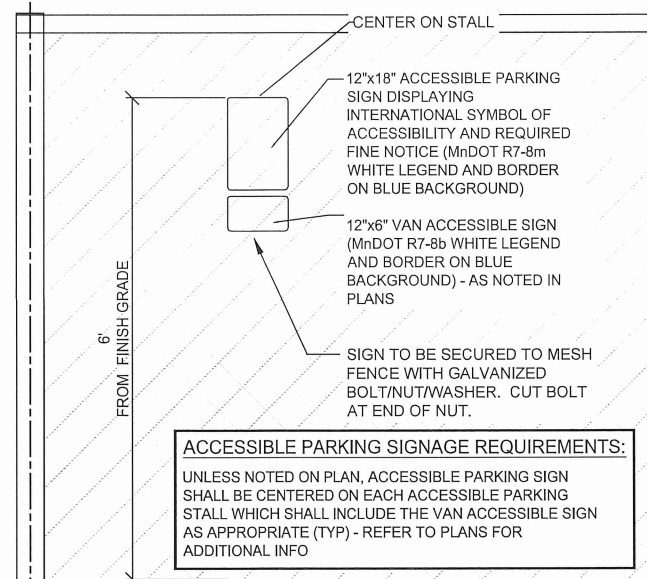
SHEET
L6.0



TYPES: WOOD CHIP, COMPOST, OR ROCK



TYPES: STRAW, WOOD FIBER, OR COIR



ACCESSIBLE PARKING SIGNAGE REQUIREMENTS:

UNLESS NOTED ON PLAN, ACCESSIBLE PARKING SIGN SHALL BE CENTERED ON EACH ACCESSIBLE PARKING STALL WHICH SHALL INCLUDE THE VAN ACCESSIBLE SIGN AS APPROPRIATE (TYP) - REFER TO PLANS FOR ADDITIONAL INFO

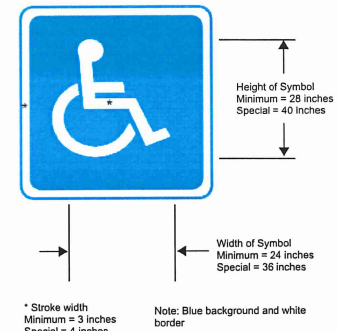
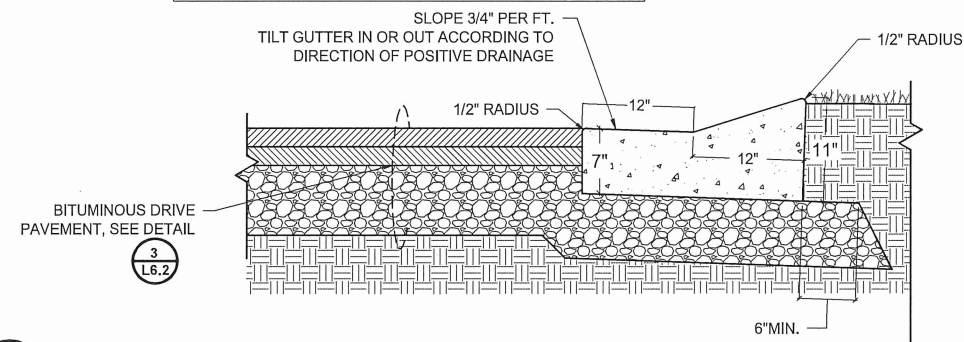


Figure 3B-22 International Symbol of Accessibility Parking Space Marking

1 BIO-ROLL
L6.0

GUTTER GRADE:
GUTTER SLOPE SHALL DRAIN ACCORDING TO GRADING PLAN.

CURB CONTROL JOINT NOTE:
CRACK CONTROL JOINTS SHALL BE PLACED AT ALL CORNERS AND INTERSECTIONS OF THE CONCRETE CURBS WITH JOINTS EQUALLY SPACED IN BETWEEN CORNERS AND INTERSECTIONS ALONG ALL SECTIONS OF CURB AT 10' MAXIMUM INTERVALS. REPLACE CRACK CONTROL JOINTS WITH $\frac{1}{2}$ " EXPANSION JOINTS AT 30' MAXIMUM INTERVALS.

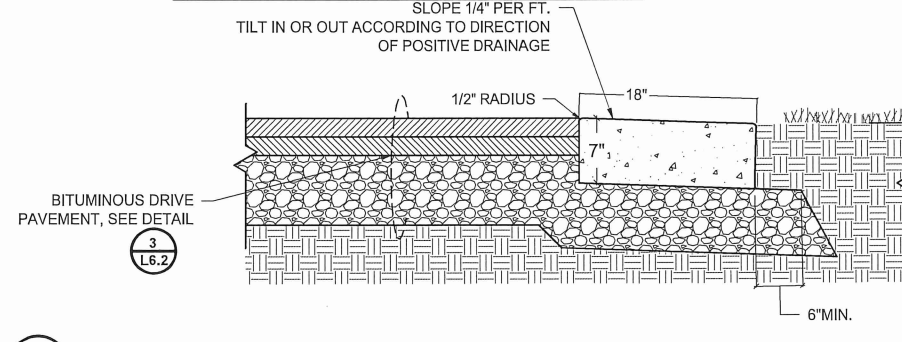


4 D 412 CURB AND GUTTER
L6.0

2 ADA SIGN
L6.0

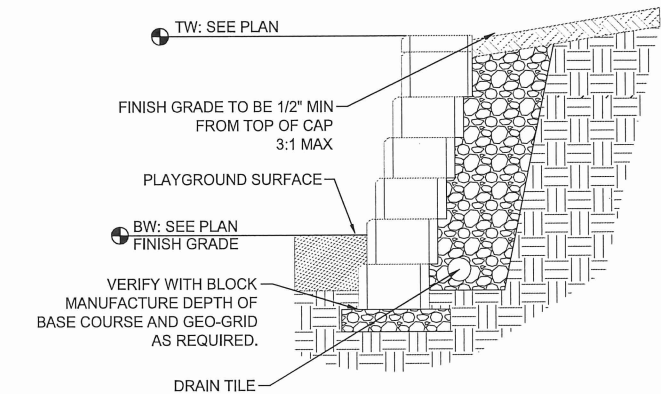
GRADE:
SLOPE SHALL DRAIN ACCORDING TO GRADING PLAN.

CURB CONTROL JOINT NOTE:
CRACK CONTROL JOINTS SHALL BE PLACED AT ALL CORNERS AND INTERSECTIONS OF THE CONCRETE CURBS WITH JOINTS EQUALLY SPACED IN BETWEEN CORNERS AND INTERSECTIONS ALONG ALL SECTIONS OF CURB AT 10' MAXIMUM INTERVALS. REPLACE CRACK CONTROL JOINTS WITH $\frac{1}{2}$ " EXPANSION JOINTS AT 30' MAXIMUM INTERVALS.



5 RIBBON CURB
L6.0

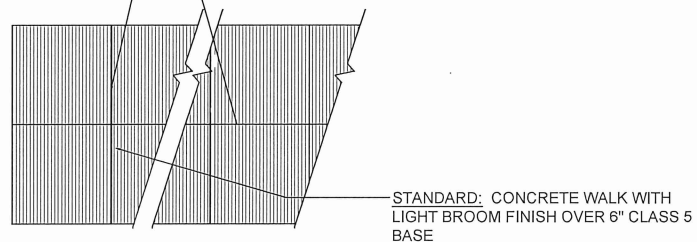
3 ADA SYMBOL
L6.0



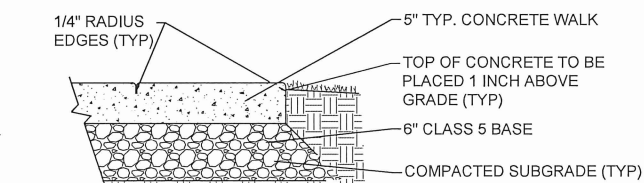
- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. VERIFY WITH BLOCK MANUFACTURE DEPTH OF BASE COURSE AND GEO-GRID AS REQUIRED
 3. STEP WALL WITH GRADE; SPLIT FACE BLOCK AND CAP AT STEPS

6 MODULAR WALL
L6.0

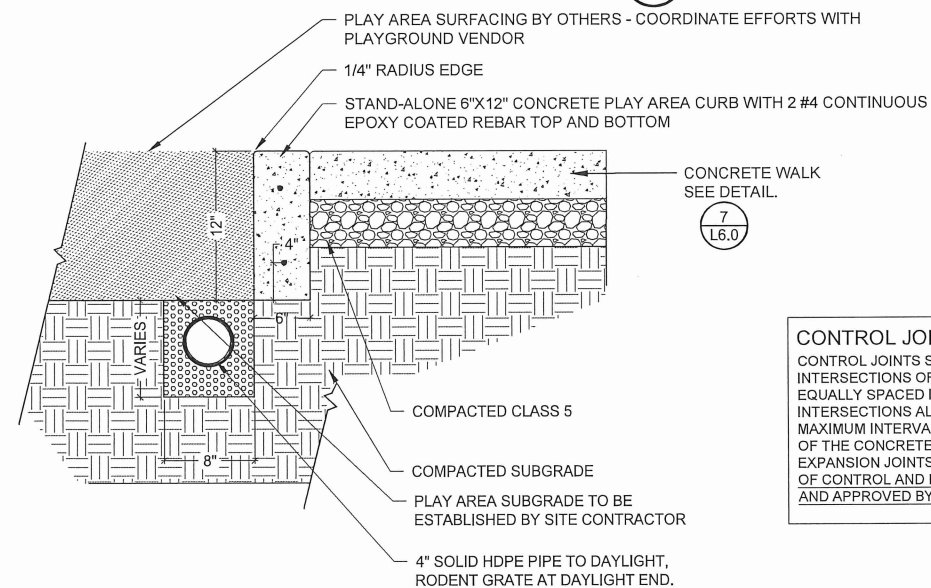
JOINT WITH 1/2" RADIUS EDGES. CRACK CONTROL JOINTS SHALL EXTEND TO 1/3 THE THICKNESS OF THE CONCRETE. CRACK CONTROL JOINTS TO BE REPLACED WITH 1/2" EXPANSION JOINTS AT INTERVALS NO GREATER THAN 30 FEET. REFER TO PLANS FOR LOCATIONS/PATTERNS OF CONTROL JOINTS AND VERIFY WITH LA-E PRIOR TO PLACEMENT



PLAN VIEW



STANDARD SECTION VIEW



CONTROL JOINT NOTE:

CONTROL JOINTS SHALL BE PLACED AT ALL CORNERS AND INTERSECTIONS OF THE PLAY AREA CURB WITH JOINTS EQUALLY SPACED IN BETWEEN CORNERS AND INTERSECTIONS ALONG ALL SECTIONS OF CURB AT 10' MAXIMUM INTERVALS AND SHALL EXTEND TO 1/3 THE DEPTH OF THE CONCRETE. REPLACE CONTROL JOINTS WITH 1/2" EXPANSION JOINTS AT 30' MAXIMUM INTERVALS. LOCATION OF CONTROL AND EXPANSION JOINTS SHALL BE REVIEWED AND APPROVED BY LA-E PRIOR TO POURING CURB (TYP).

8 PLAY CURB
L6.3

7 CONCRETE WALK
L6.0

SCALE: AS SHOWN
DESIGN BY: KT
PLAN BY: ZH
CHECK BY: RS

REVISIONS

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Robert A. Slupka III
ROBERT A. SLUPKA III
DATE: 06-23-2023 LIC. NO.: 44337

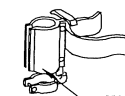
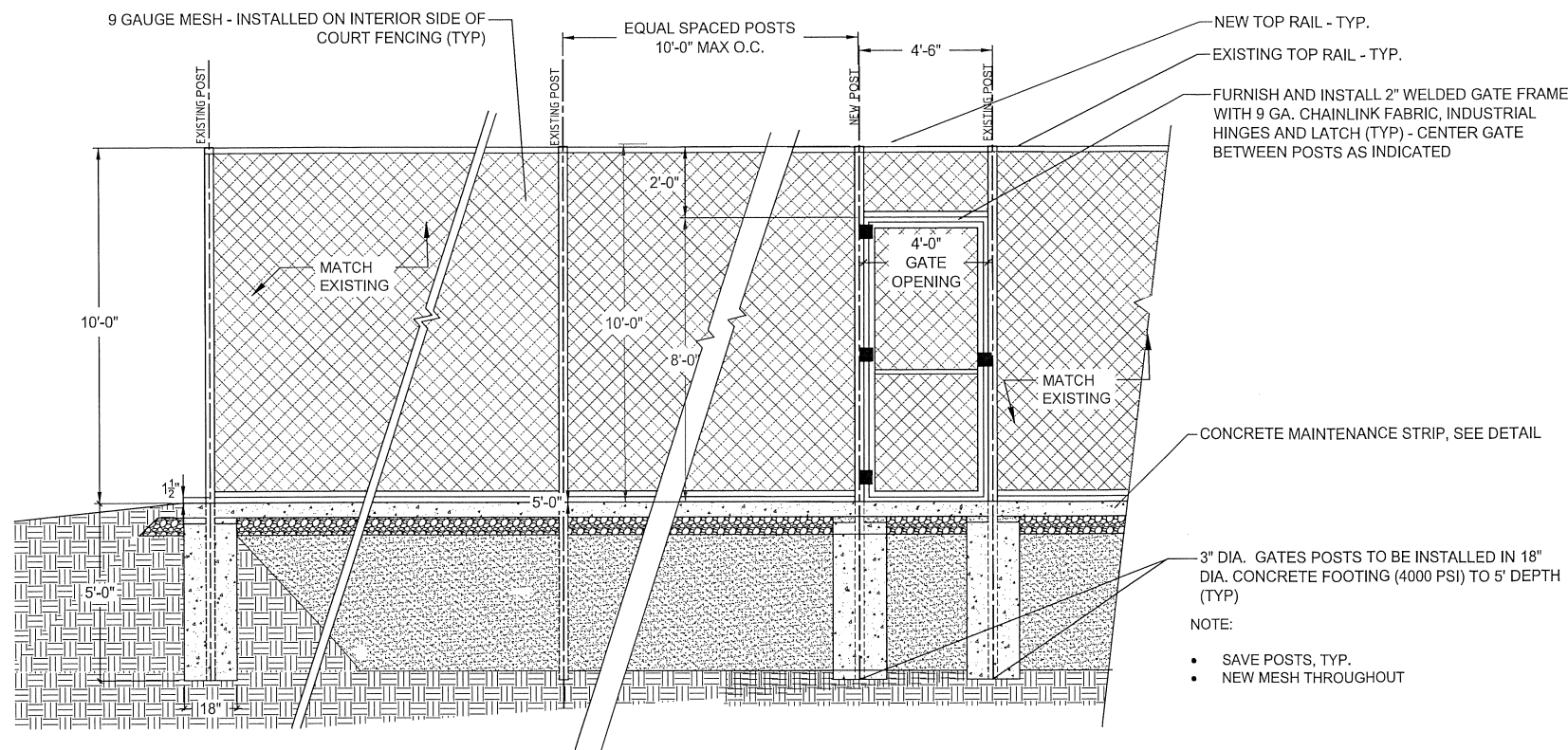
COURT DETAILS

GENE LEHNER PARK IMPROVEMENTS
CITY OF MINNETRISTA

CLIENT PROJECT NO.

WSB PROJECT NO.
021557-000

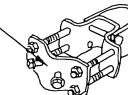
SHEET
L6.1



TACK WELD LATCH TO POST TO PREVENT ROTATION

INDUSTRIAL GATE LATCHES

DRILL HOLE IN POST TO ALLOW BOLTS TO BE TIGHTENED TO PREVENT HINGE ROTATION - (3) HINGES REQUIRED PER MAIN GATE



INDUSTRIAL GATE HINGES

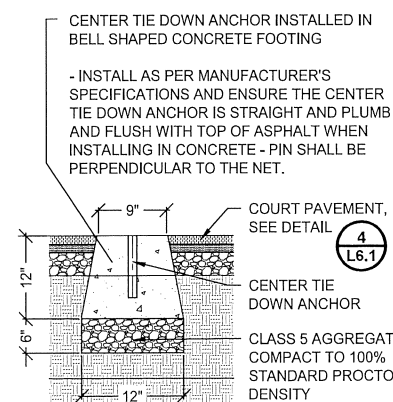
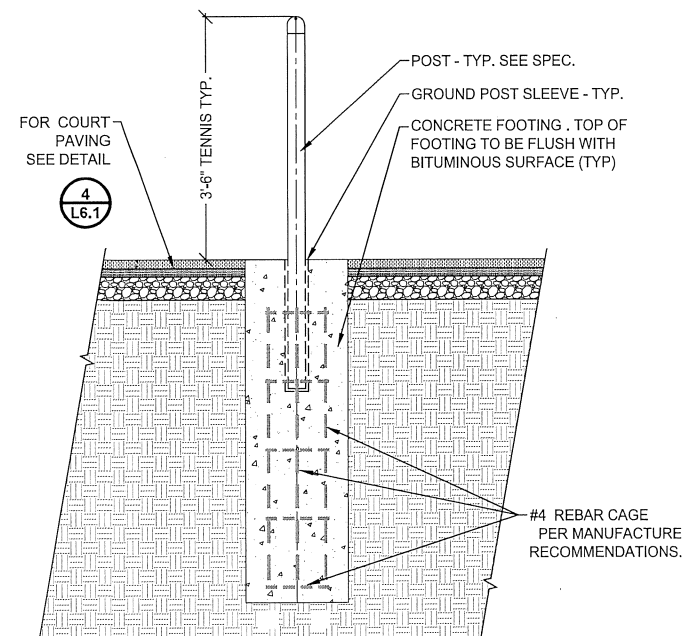
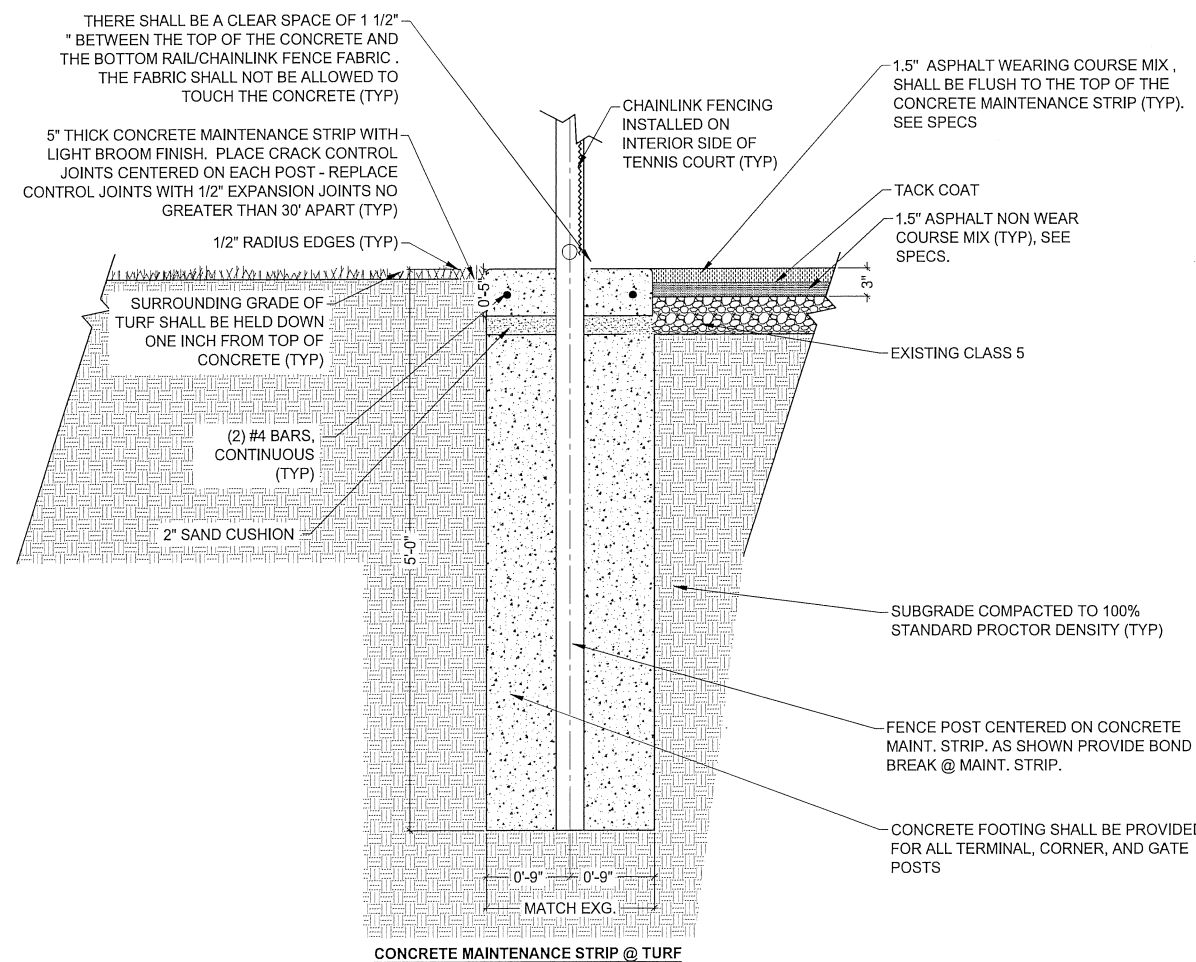


TOP RAIL

1/4" TO 1/2" BELOW TOP OF RAIL

FABRIC TO BE PLACED ON INTERIOR SIDE OF COURTS (TYP)

FABRIC PLACEMENT DETAIL



4
L6.1 MAINTENANCE STRIP AND COURT PAVEMENT

SCALE: AS SHOWN
DESIGN BY: KT
PLAN BY: ZH
CHECK BY: ZH

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Robert A. Slupnik III
ROBERT A. SLUPNIK III
DATE: 06-23-2023 LIC. NO.: 44337

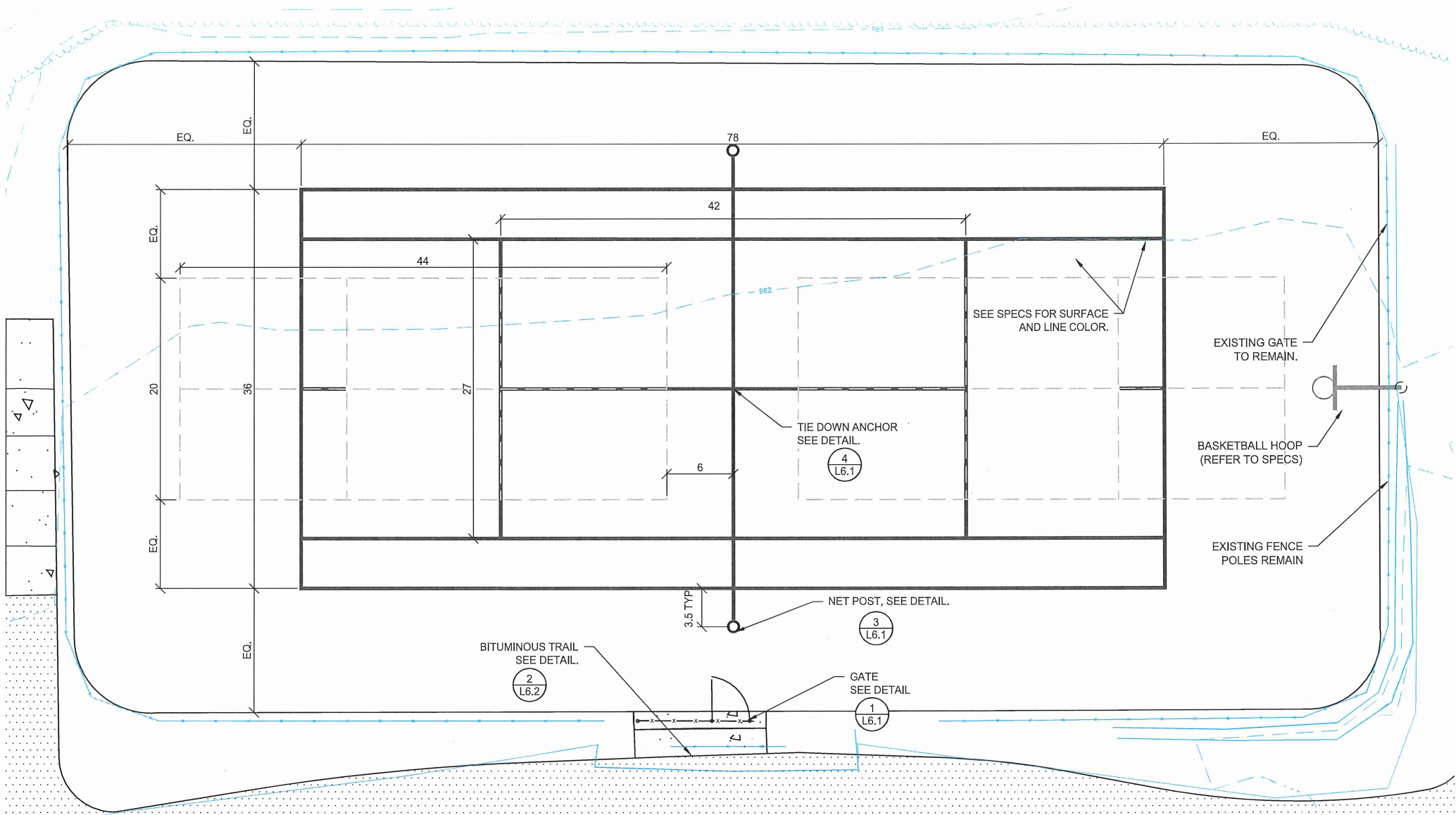
COURT STRIPING

GENE LEHNER PARK IMPROVEMENTS
CITY OF MINNETRISTA

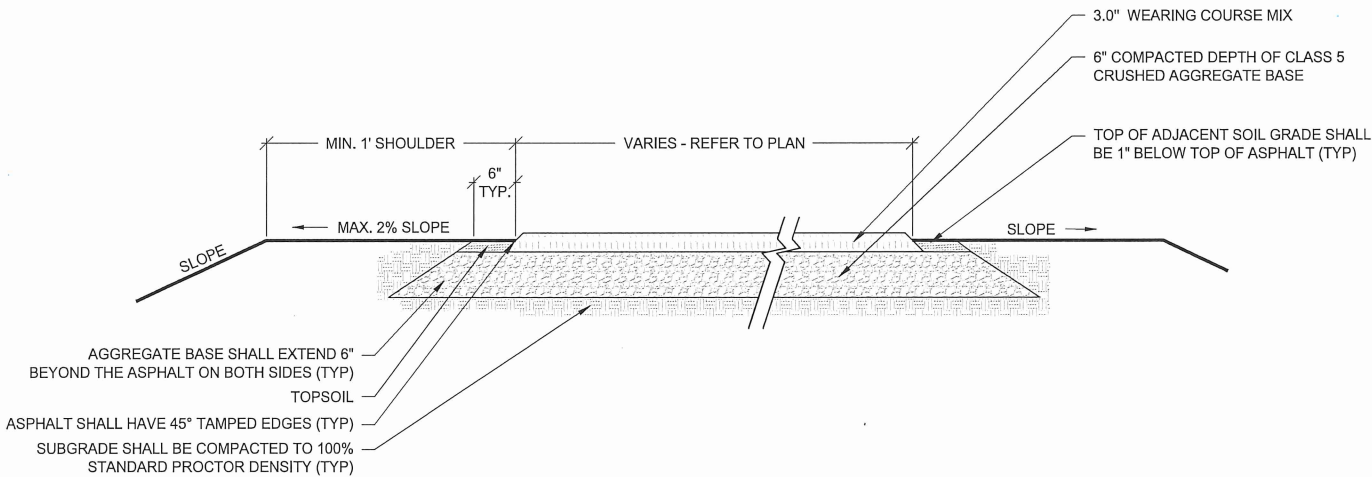
CLIENT PROJECT NO.

WSB PROJECT NO.
021557-000

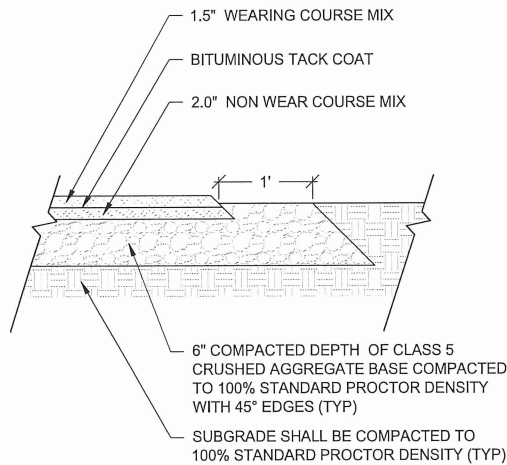
SHEET
L6.2



1 COURT STRIPING PLAN
L6.2



2 BITUMINOUS TRAIL DETAIL
L6.2



3 BITUMINOUS DRIVE DETAIL
L6.2



July 13, 2023

Honorable Mayor and City Council
City of Minnetrista
7701 Co. Rd. 110 W
Minnetrista, MN 55364

Re: Gene Lehner Park Improvements
City of Minnetrista, MN
WSB Project No. 021557-000

Dear Mayor and Council Members:

Bids were received for the above-referenced project on Thursday, July 13, 2023, and were opened and read aloud. Ten bids were received. The bids were checked for mathematical accuracy. Please find enclosed the bid summary indicating the low base bid as submitted by Sunram Construction, Inc. of Corcoran, MN in the amount of \$196,344.00. The Engineer's bid estimate with contingency was \$192,000.00.

An alternate bid was received for additional trail work in the amount of \$3,401.30.

We recommend that the City Council consider these bids and award a contract for the base bid and alternate work in the amount of \$199,745.30 to Sunram Construction, Inc., based on the results of the bids received.

Sincerely,

WSB

A handwritten signature in black ink that reads "Robert A. Slipka III". The signature is fluid and cursive, with the last name "Slipka" being more prominent.

Robert Slipka
Sr. Landscape Architect

Attachments

kkp

BID TABULATION SUMMARY

Gene Lehner Park Improvements

City of Minnetrista, MN

WSB Project No. 021557-000

Bid Opening: July 13, 2023 at 11:00 a.m. local time



 DENOTES CORRECTED FIGURE

| Contractor | | Bid Security (5%) | BASE BID | ALTERNATE 1 | BASE BID AND ALTERNATE 1 |
|----------------------------|----------------------------|----------------------|--------------|-------------|-----------------------------|
| 1 | Sunram Construction, Inc. | X | \$196,344.00 | \$3,401.30 | \$199,745.30 |
| 2 | Do Right Contracting DBA | X | \$237,215.00 | \$6,708.00 | \$243,923.00 |
| 3 | Vada Contracting, LLC | X | \$255,185.14 | \$6,304.66 | \$261,489.80 |
| 4 | Hobs Excavating, Inc. | X | \$258,096.50 | \$4,042.00 | \$262,138.50 |
| 5 | GL Contracting, Inc. | X | \$265,406.30 | \$3,672.20 | \$269,078.50 |
| 6 | Veit & Company, Inc. | X | \$274,411.95 | \$4,235.50 | \$278,647.45 |
| 7 | LinnCo, Inc. | X | \$299,838.00 | \$4,945.00 | \$304,783.00 |
| 8 | New Look Contracting, Inc. | X | \$324,908.50 | \$5,934.00 | \$330,842.50 |
| 9 | Parkstone Contracting, LLC | X | \$332,615.00 | \$7,740.00 | \$340,355.00 |
| 10 | Urban Companies | X | \$335,001.00 | \$5,590.00 | \$340,591.00 |
| Engineer's Opinion of Cost | | | \$169,870.58 | \$4,730.00 | \$174,600.58 |

I hereby certify that this is a true and correct tabulation of the bids as received on July 13, 2023.

A handwritten signature in black ink that reads "Robert A. Slipka III".

Robert Slipka, Sr. Landscape Architect

Bid Tabulation

Gene Lehner Park Improvements

City of Minnetrista, MN

WSB Project No. 021557-000

Bids Due By: July 13, 2023 at 11:00 AM local time

Denotes corrected figure



| Line # | Item # | Item Description | Units | Quantity | Engineer Estimate | | Sunram Construction, Inc. | | Do Right Contracting DBA | | Vada Contracting, LLC | |
|--------------------------------|----------|-----------------------------------------------------|----------|----------|-------------------|--------------|---------------------------|--------------|--------------------------|--------------|-----------------------|--------------|
| | | | | | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| Base Bid | | | | | | | | | | | | |
| 1 | 2021.501 | MOBILIZATION | LUMP SUM | 1 | \$7,653.08 | \$7,653.08 | \$9,315.80 | \$9,315.80 | \$8,500.00 | \$8,500.00 | \$12,500.00 | \$12,500.00 |
| 2 | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y | 1090 | \$10.00 | \$10,900.00 | \$3.00 | \$3,270.00 | \$20.00 | \$21,800.00 | \$9.02 | \$9,831.80 |
| 3 | 2104.518 | REMOVE FENCE | L F | 15 | \$1.50 | \$22.50 | \$166.00 | \$2,490.00 | \$10.00 | \$150.00 | \$143.84 | \$2,157.60 |
| 4 | 2105.601 | SITE GRADING | L S | 1 | \$16,000.00 | \$16,000.00 | \$34,850.00 | \$34,850.00 | \$18,000.00 | \$18,000.00 | \$25,550.00 | \$25,550.00 |
| 5 | 2123.61 | STREET SWEEPER (WITH PICKUP BROOM) | HOURL | 20 | \$150.00 | \$3,000.00 | \$155.00 | \$3,100.00 | \$125.00 | \$2,500.00 | \$125.00 | \$2,500.00 |
| 6 | 2360.504 | BITUMINOUS COURT PAVEMENT (WITH AGGREGATE BASE) (P) | S Y | 765 | \$35.00 | \$26,775.00 | \$31.00 | \$23,715.00 | \$58.00 | \$44,370.00 | \$58.82 | \$44,997.30 |
| 7 | 2360.504 | BITUMINOUS DRIVES AND PARKING (WITH AGGREGATE BASE) | SY | 175 | \$35.00 | \$6,125.00 | \$49.35 | \$8,636.25 | \$58.00 | \$10,150.00 | \$92.28 | \$16,149.00 |
| 8 | 2360.504 | BITUMINOUS TRAIL PAVEMENT (WITH AGGREGATE BASE)(P) | S Y | 325 | \$45.00 | \$14,625.00 | \$36.55 | \$11,878.75 | \$58.00 | \$18,850.00 | \$64.29 | \$20,894.25 |
| 9 | 2411.604 | MODULAR BLOCK RETAINING WALL SPECIAL | S Y | 50 | \$45.00 | \$2,250.00 | \$380.00 | \$19,000.00 | \$450.00 | \$22,500.00 | \$319.84 | \$15,992.00 |
| 10 | 2502.502 | 6" PRECAST CONCRETE HEADWALL | EACH | 1 | \$750.00 | \$750.00 | \$1,200.00 | \$1,200.00 | \$500.00 | \$500.00 | \$2,000.00 | \$2,000.00 |
| 11 | 2502.503 | 4-INCH DRAIN TILE | L F | 30 | \$25.00 | \$750.00 | \$33.00 | \$990.00 | \$20.00 | \$600.00 | \$25.00 | \$750.00 |
| 12 | 2503.503 | 6-INCH PVC | L F | 17 | \$25.00 | \$425.00 | \$30.00 | \$510.00 | \$30.00 | \$510.00 | \$75.00 | \$1,275.00 |
| 13 | 2506.602 | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL | EACH | 1 | \$2,500.00 | \$2,500.00 | \$1,600.00 | \$1,600.00 | \$2,000.00 | \$2,000.00 | \$3,500.00 | \$3,500.00 |
| 14 | 2521.518 | 4" CONCRETE WALK | SQ FT | 605 | \$16.00 | \$9,680.00 | \$15.60 | \$9,438.00 | \$14.00 | \$8,470.00 | \$21.47 | \$12,989.35 |
| 15 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN D412 | L F | 100 | \$30.00 | \$3,000.00 | \$46.60 | \$4,660.00 | \$65.00 | \$6,500.00 | \$67.78 | \$6,778.00 |
| 16 | 2531.503 | CONCRETE RIBBON CURB | L F | 50 | \$30.00 | \$1,500.00 | \$41.25 | \$2,062.50 | \$65.00 | \$3,250.00 | \$61.63 | \$3,081.50 |
| 17 | 2531.503 | CONCRETE MAINTENANCE STRIP | L F | 20 | \$50.00 | \$1,000.00 | \$35.50 | \$710.00 | \$65.00 | \$1,300.00 | \$78.78 | \$1,575.60 |
| 18 | 2531.503 | CONCRETE PLAYGROUND CURB WITH BASE | L F | 225 | \$50.00 | \$11,250.00 | \$38.00 | \$8,550.00 | \$50.00 | \$11,250.00 | \$67.62 | \$15,214.50 |
| 19 | 2531.618 | TRUNCATED DOMES | SQ.FT. | 16 | \$60.00 | \$960.00 | \$105.00 | \$1,680.00 | \$53.75 | \$860.00 | \$178.39 | \$2,854.24 |
| 20 | 2540.502 | BASKETBALL GOAL | EACH | 1 | \$7,500.00 | \$7,500.00 | \$6,500.00 | \$6,500.00 | \$5,000.00 | \$5,000.00 | \$7,500.00 | \$7,500.00 |
| 21 | 2540.502 | TENNIS NET SYSTEM | EACH | 1 | \$3,500.00 | \$3,500.00 | \$3,250.00 | \$3,250.00 | \$2,500.00 | \$2,500.00 | \$6,000.00 | \$6,000.00 |
| 22 | 2557.602 | 10' HIGH CHAIN-LINK PERIMETER GATE | EACH | 1 | \$1,500.00 | \$1,500.00 | \$4,240.00 | \$4,240.00 | \$800.00 | \$800.00 | \$3,500.00 | \$3,500.00 |
| 23 | 2557.603 | 10' HIGH CHAIN-LINK PERIMETER FENCE | L F | 345 | \$16.00 | \$5,520.00 | \$34.75 | \$11,988.75 | \$65.00 | \$22,425.00 | \$40.00 | \$13,800.00 |
| 24 | 2557.603 | SNOW FENCE | L F | 30 | \$3.00 | \$90.00 | \$5.00 | \$150.00 | \$50.00 | \$1,500.00 | \$10.00 | \$300.00 |
| 25 | 2564.502 | INSTALL SIGN PANEL TYPE SPECIAL | EACH | 2 | \$200.00 | \$400.00 | \$500.00 | \$1,000.00 | \$300.00 | \$600.00 | \$650.00 | \$1,300.00 |
| 26 | 2573.501 | STABILIZED CONSTRUCTION EXIT | LUMP SUM | 1 | \$2,500.00 | \$2,500.00 | \$500.00 | \$500.00 | \$1,500.00 | \$1,500.00 | \$500.00 | \$500.00 |
| 27 | 2573.503 | SILT FENCE, TYPE MS | LF | 50 | \$3.00 | \$150.00 | \$4.00 | \$200.00 | \$5.00 | \$250.00 | \$15.00 | \$750.00 |
| 28 | 2573.503 | SEDIMENT CONTROL LOG, TYPE WOOD FIBER | L F | 415 | \$3.00 | \$1,245.00 | \$4.00 | \$1,660.00 | \$4.00 | \$1,660.00 | \$4.00 | \$1,660.00 |
| 29 | 2575.504 | ROLLED EROSION PREVENTION CATEGORY 30 | S Y | 322 | \$2.00 | \$644.00 | \$4.30 | \$1,384.60 | \$4.00 | \$1,288.00 | \$4.00 | \$1,288.00 |
| 30 | 2575.505 | SEEDING - TYPE 1 TURF SEED MIX | ACRE | 0.8 | \$10,000.00 | \$8,000.00 | \$7,615.00 | \$6,092.00 | \$6,450.00 | \$5,160.00 | \$2,000.00 | \$1,600.00 |
| 31 | 2575.505 | SEEDING - TYPE III TURF SEED MIX | ACRE | 0.2 | \$10,000.00 | \$2,000.00 | \$7,615.00 | \$1,523.00 | \$6,450.00 | \$1,290.00 | \$2,000.00 | \$400.00 |
| 32 | 2582.601 | PAVEMENT MARKINGS | L S | 1 | \$8,500.00 | \$8,500.00 | \$700.00 | \$700.00 | \$500.00 | \$500.00 | \$1,500.00 | \$1,500.00 |
| 33 | 2582.604 | ACRYLIC COLOR COURT SURFACING AND STRIPING | S Y | 763 | \$12.00 | \$9,156.00 | \$12.45 | \$9,499.35 | \$14.00 | \$10,682.00 | \$19.00 | \$14,497.00 |
| TOTAL BASE BID | | | | | | \$169,870.58 | | \$196,344.00 | | \$237,215.00 | | \$255,185.14 |
| Alternate 1 | | | | | | | | | | | | |
| 34 | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y | 86 | \$10.00 | \$860.00 | \$3.00 | \$258.00 | \$20.00 | \$1,720.00 | \$9.02 | \$775.72 |
| 35 | 2360.504 | BITUMINOUS TRAIL PAVEMENT (WITH AGGREGATE BASE)(P) | S Y | 86 | \$45.00 | \$3,870.00 | \$36.55 | \$3,143.30 | \$58.00 | \$4,988.00 | \$64.29 | \$5,528.94 |
| TOTAL ALTERNATE 1 | | | | | | \$4,730.00 | | \$3,401.30 | | \$6,708.00 | | \$6,304.66 |
| TOTAL BASE BID AND ALTERNATE 1 | | | | | | \$174,600.58 | | \$199,745.30 | | \$243,923.00 | | \$261,489.80 |

Bid Tabulation

Gene Lehner Park Improvements

City of Minnetrista, MN

WSB Project No. 021557-000

Bids Due By: July 13, 2023 at 11:00 AM local time

Denotes corrected figure



| Line # | Item # | Item Description | Units | Quantity | Engineer Estimate | | Hobs Excavating, Inc. | | GL Contracting Inc. | | Veit & Company, Inc. | |
|--------------------------------|----------|-----------------------------------------------------|----------|----------|-------------------|--------------|-----------------------|--------------|---------------------|--------------|----------------------|--------------|
| | | | | | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| Base Bid | | | | | | | | | | | | |
| 1 | 2021.501 | MOBILIZATION | LUMP SUM | 1 | \$7,653.08 | \$7,653.08 | \$54,000.00 | \$54,000.00 | \$18,332.80 | \$18,332.80 | \$41,160.00 | \$41,160.00 |
| 2 | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y | 1090 | \$10.00 | \$10,900.00 | \$4.00 | \$4,360.00 | \$5.00 | \$5,450.00 | \$4.60 | \$5,014.00 |
| 3 | 2104.518 | REMOVE FENCE | L F | 15 | \$1.50 | \$22.50 | \$40.00 | \$600.00 | \$175.40 | \$2,631.00 | \$143.00 | \$2,145.00 |
| 4 | 2105.601 | SITE GRADING | L S | 1 | \$16,000.00 | \$16,000.00 | \$16,500.00 | \$16,500.00 | \$46,244.30 | \$46,244.30 | \$27,970.00 | \$27,970.00 |
| 5 | 2123.61 | STREET SWEEPER (WITH PICKUP BROOM) | HOURL | 20 | \$150.00 | \$3,000.00 | \$150.00 | \$3,000.00 | \$111.00 | \$2,220.00 | \$164.00 | \$3,280.00 |
| 6 | 2360.504 | BITUMINOUS COURT PAVEMENT (WITH AGGREGATE BASE) (P) | S Y | 765 | \$35.00 | \$26,775.00 | \$40.00 | \$30,600.00 | \$43.10 | \$32,971.50 | \$42.00 | \$32,130.00 |
| 7 | 2360.504 | BITUMINOUS DRIVES AND PARKING (WITH AGGREGATE BASE) | SY | 175 | \$35.00 | \$6,125.00 | \$70.00 | \$12,250.00 | \$55.30 | \$9,677.50 | \$56.50 | \$9,887.50 |
| 8 | 2360.504 | BITUMINOUS TRAIL PAVEMENT (WITH AGGREGATE BASE)(P) | S Y | 325 | \$45.00 | \$14,625.00 | \$42.50 | \$13,812.50 | \$39.70 | \$12,902.50 | \$39.25 | \$12,756.25 |
| 9 | 2411.604 | MODULAR BLOCK RETAINING WALL SPECIAL | S Y | 50 | \$45.00 | \$2,250.00 | \$375.00 | \$18,750.00 | \$469.80 | \$23,490.00 | \$770.00 | \$38,500.00 |
| 10 | 2502.502 | 6" PRECAST CONCRETE HEADWALL | EACH | 1 | \$750.00 | \$750.00 | \$700.00 | \$700.00 | \$548.60 | \$548.60 | \$1,450.00 | \$1,450.00 |
| 11 | 2502.503 | 4-INCH DRAIN TILE | L F | 30 | \$25.00 | \$750.00 | \$25.00 | \$750.00 | \$43.80 | \$1,314.00 | \$71.50 | \$2,145.00 |
| 12 | 2503.503 | 6-INCH PVC | L F | 17 | \$25.00 | \$425.00 | \$48.00 | \$816.00 | \$43.80 | \$744.60 | \$250.00 | \$4,250.00 |
| 13 | 2506.602 | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL | EACH | 1 | \$2,500.00 | \$2,500.00 | \$1,800.00 | \$1,800.00 | \$2,524.70 | \$2,524.70 | \$2,540.00 | \$2,540.00 |
| 14 | 2521.518 | 4" CONCRETE WALK | SQ FT | 605 | \$16.00 | \$9,680.00 | \$21.00 | \$12,705.00 | \$18.70 | \$11,313.50 | \$17.00 | \$10,285.00 |
| 15 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN D412 | L F | 100 | \$30.00 | \$3,000.00 | \$72.00 | \$7,200.00 | \$63.10 | \$6,310.00 | \$44.25 | \$4,425.00 |
| 16 | 2531.503 | CONCRETE RIBBON CURB | L F | 50 | \$30.00 | \$1,500.00 | \$72.00 | \$3,600.00 | \$63.10 | \$3,155.00 | \$38.25 | \$1,912.50 |
| 17 | 2531.503 | CONCRETE MAINTENANCE STRIP | L F | 20 | \$50.00 | \$1,000.00 | \$90.00 | \$1,800.00 | \$63.10 | \$1,262.00 | \$32.25 | \$645.00 |
| 18 | 2531.503 | CONCRETE PLAYGROUND CURB WITH BASE | L F | 225 | \$50.00 | \$11,250.00 | \$90.00 | \$20,250.00 | \$85.30 | \$19,192.50 | \$51.50 | \$11,587.50 |
| 19 | 2531.618 | TRUNCATED DOMES | SQ.FT. | 16 | \$60.00 | \$960.00 | \$72.00 | \$1,152.00 | \$72.20 | \$1,155.20 | \$113.00 | \$1,808.00 |
| 20 | 2540.502 | BASKETBALL GOAL | EACH | 1 | \$7,500.00 | \$7,500.00 | \$12,000.00 | \$12,000.00 | \$6,660.00 | \$6,660.00 | \$9,120.00 | \$9,120.00 |
| 21 | 2540.502 | TENNIS NET SYSTEM | EACH | 1 | \$3,500.00 | \$3,500.00 | \$3,100.00 | \$3,100.00 | \$4,440.00 | \$4,440.00 | \$3,610.00 | \$3,610.00 |
| 22 | 2557.602 | 10' HIGH CHAIN-LINK PERIMETER GATE | EACH | 1 | \$1,500.00 | \$1,500.00 | \$4,250.00 | \$4,250.00 | \$4,551.00 | \$4,551.00 | \$1,240.00 | \$1,240.00 |
| 23 | 2557.603 | 10' HIGH CHAIN-LINK PERIMETER FENCE | L F | 345 | \$16.00 | \$5,520.00 | \$35.00 | \$12,075.00 | \$37.70 | \$13,006.50 | \$54.00 | \$18,630.00 |
| 24 | 2557.603 | SNOW FENCE | L F | 30 | \$3.00 | \$90.00 | \$10.00 | \$300.00 | \$16.70 | \$501.00 | \$9.00 | \$270.00 |
| 25 | 2564.502 | INSTALL SIGN PANEL TYPE SPECIAL | EACH | 2 | \$200.00 | \$400.00 | \$370.00 | \$740.00 | \$333.00 | \$666.00 | \$395.00 | \$790.00 |
| 26 | 2573.501 | STABILIZED CONSTRUCTION EXIT | LUMP SUM | 1 | \$2,500.00 | \$2,500.00 | \$1,750.00 | \$1,750.00 | \$1,665.00 | \$1,665.00 | \$2,320.00 | \$2,320.00 |
| 27 | 2573.503 | SILT FENCE, TYPE MS | LF | 50 | \$3.00 | \$150.00 | \$5.00 | \$250.00 | \$6.70 | \$335.00 | \$23.50 | \$1,175.00 |
| 28 | 2573.503 | SEDIMENT CONTROL LOG, TYPE WOOD FIBER | L F | 415 | \$3.00 | \$1,245.00 | \$5.00 | \$2,075.00 | \$3.30 | \$1,369.50 | \$6.40 | \$2,656.00 |
| 29 | 2575.504 | ROLLED EROSION PREVENTION CATEGORY 30 | S Y | 322 | \$2.00 | \$644.00 | \$3.00 | \$966.00 | \$7.80 | \$2,511.60 | \$4.60 | \$1,481.20 |
| 30 | 2575.505 | SEEDING - TYPE 1 TURF SEED MIX | ACRE | 0.8 | \$10,000.00 | \$8,000.00 | \$1,000.00 | \$800.00 | \$8,880.00 | \$7,104.00 | \$8,180.00 | \$6,544.00 |
| 31 | 2575.505 | SEEDING - TYPE III TURF SEED MIX | ACRE | 0.2 | \$10,000.00 | \$2,000.00 | \$1,000.00 | \$200.00 | \$11,100.00 | \$2,220.00 | \$8,180.00 | \$1,636.00 |
| 32 | 2582.601 | PAVEMENT MARKINGS | L S | 1 | \$8,500.00 | \$8,500.00 | \$3,500.00 | \$3,500.00 | \$4,440.00 | \$4,440.00 | \$1,130.00 | \$1,130.00 |
| 33 | 2582.604 | ACRYLIC COLOR COURT SURFACING AND STRIPING | S Y | 763 | \$12.00 | \$9,156.00 | \$15.00 | \$11,445.00 | \$19.00 | \$14,497.00 | \$13.00 | \$9,919.00 |
| TOTAL BASE BID | | | | | | \$169,870.58 | | \$258,096.50 | | \$265,406.30 | | \$274,411.95 |
| Alternate 1 | | | | | | | | | | | | |
| 34 | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y | 86 | \$10.00 | \$860.00 | \$9.00 | \$774.00 | \$5.00 | \$430.00 | \$10.50 | \$903.00 |
| 35 | 2360.504 | BITUMINOUS TRAIL PAVEMENT (WITH AGGREGATE BASE)(P) | S Y | 86 | \$45.00 | \$3,870.00 | \$38.00 | \$3,268.00 | \$37.70 | \$3,242.20 | \$38.75 | \$3,332.50 |
| TOTAL ALTERNATE 1 | | | | | | \$4,730.00 | | \$4,042.00 | | \$3,672.20 | | \$4,235.50 |
| TOTAL BASE BID AND ALTERNATE 1 | | | | | | \$174,600.58 | | \$262,138.50 | | \$269,078.50 | | \$278,647.45 |

Bid Tabulation

Gene Lehner Park Improvements

City of Minnetrista, MN

WSB Project No. 021557-000

Bids Due By: July 13, 2023 at 11:00 AM local time

Denotes corrected figure



| Line # | Item # | Item Description | Units | Quantity | Engineer Estimate | | LinnCo, Inc. | | New Look Contracting, Inc. | | Parkstone Contracting, LLC | |
|--------------------------------|----------|-----------------------------------------------------|----------|----------|-------------------|--------------|--------------|--------------|----------------------------|--------------|----------------------------|--------------|
| | | | | | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| Base Bid | | | | | | | | | | | | |
| 1 | 2021.501 | MOBILIZATION | LUMP SUM | 1 | \$7,653.08 | \$7,653.08 | \$12,305.00 | \$12,305.00 | \$35,000.00 | \$35,000.00 | \$16,000.00 | \$16,000.00 |
| 2 | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y | 1090 | \$10.00 | \$10,900.00 | \$4.90 | \$5,341.00 | \$9.00 | \$9,810.00 | \$9.00 | \$9,810.00 |
| 3 | 2104.518 | REMOVE FENCE | L F | 15 | \$1.50 | \$22.50 | \$37.50 | \$562.50 | \$50.00 | \$750.00 | \$10.00 | \$150.00 |
| 4 | 2105.601 | SITE GRADING | L S | 1 | \$16,000.00 | \$16,000.00 | \$76,789.00 | \$76,789.00 | \$50,000.00 | \$50,000.00 | \$75,000.00 | \$75,000.00 |
| 5 | 2123.61 | STREET SWEEPER (WITH PICKUP BROOM) | HOURL | 20 | \$150.00 | \$3,000.00 | \$250.00 | \$5,000.00 | \$1.00 | \$20.00 | \$175.00 | \$3,500.00 |
| 6 | 2360.504 | BITUMINOUS COURT PAVEMENT (WITH AGGREGATE BASE) (P) | S Y | 765 | \$35.00 | \$26,775.00 | \$46.65 | \$35,687.25 | \$55.00 | \$42,075.00 | \$65.00 | \$49,725.00 |
| 7 | 2360.504 | BITUMINOUS DRIVES AND PARKING (WITH AGGREGATE BASE) | SY | 175 | \$35.00 | \$6,125.00 | \$62.15 | \$10,876.25 | \$90.00 | \$15,750.00 | \$75.00 | \$13,125.00 |
| 8 | 2360.504 | BITUMINOUS TRAIL PAVEMENT (WITH AGGREGATE BASE)(P) | S Y | 325 | \$45.00 | \$14,625.00 | \$43.50 | \$14,137.50 | \$55.00 | \$17,875.00 | \$65.00 | \$21,125.00 |
| 9 | 2411.604 | MODULAR BLOCK RETAINING WALL SPECIAL | S Y | 50 | \$45.00 | \$2,250.00 | \$460.15 | \$23,007.50 | \$725.00 | \$36,250.00 | \$575.00 | \$28,750.00 |
| 10 | 2502.502 | 6" PRECAST CONCRETE HEADWALL | EACH | 1 | \$750.00 | \$750.00 | \$1,450.00 | \$1,450.00 | \$600.00 | \$600.00 | \$1,000.00 | \$1,000.00 |
| 11 | 2502.503 | 4-INCH DRAIN TILE | L F | 30 | \$25.00 | \$750.00 | \$54.50 | \$1,635.00 | \$40.00 | \$1,200.00 | \$45.00 | \$1,350.00 |
| 12 | 2503.503 | 6-INCH PVC | L F | 17 | \$25.00 | \$425.00 | \$58.00 | \$986.00 | \$75.00 | \$1,275.00 | \$60.00 | \$1,020.00 |
| 13 | 2506.602 | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL | EACH | 1 | \$2,500.00 | \$2,500.00 | \$1,985.00 | \$1,985.00 | \$2,000.00 | \$2,000.00 | \$4,000.00 | \$4,000.00 |
| 14 | 2521.518 | 4" CONCRETE WALK | SQ FT | 605 | \$16.00 | \$9,680.00 | \$20.90 | \$12,644.50 | \$20.00 | \$12,100.00 | \$15.00 | \$9,075.00 |
| 15 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN D412 | L F | 100 | \$30.00 | \$3,000.00 | \$73.10 | \$7,310.00 | \$75.00 | \$7,500.00 | \$60.00 | \$6,000.00 |
| 16 | 2531.503 | CONCRETE RIBBON CURB | L F | 50 | \$30.00 | \$1,500.00 | \$83.55 | \$4,177.50 | \$70.00 | \$3,500.00 | \$60.00 | \$3,000.00 |
| 17 | 2531.503 | CONCRETE MAINTENANCE STRIP | L F | 20 | \$50.00 | \$1,000.00 | \$102.90 | \$2,058.00 | \$70.00 | \$1,400.00 | \$60.00 | \$1,200.00 |
| 18 | 2531.503 | CONCRETE PLAYGROUND CURB WITH BASE | L F | 225 | \$50.00 | \$11,250.00 | \$79.20 | \$17,820.00 | \$95.00 | \$21,375.00 | \$60.00 | \$13,500.00 |
| 19 | 2531.618 | TRUNCATED DOMES | SQ.FT. | 16 | \$60.00 | \$960.00 | \$135.75 | \$2,172.00 | \$75.00 | \$1,200.00 | \$95.00 | \$1,520.00 |
| 20 | 2540.502 | BASKETBALL GOAL | EACH | 1 | \$7,500.00 | \$7,500.00 | \$8,365.00 | \$8,365.00 | \$7,000.00 | \$7,000.00 | \$10,000.00 | \$10,000.00 |
| 21 | 2540.502 | TENNIS NET SYSTEM | EACH | 1 | \$3,500.00 | \$3,500.00 | \$4,150.00 | \$4,150.00 | \$6,500.00 | \$6,500.00 | \$5,000.00 | \$5,000.00 |
| 22 | 2557.602 | 10' HIGH CHAIN-LINK PERIMETER GATE | EACH | 1 | \$1,500.00 | \$1,500.00 | \$2,204.00 | \$2,204.00 | \$5,000.00 | \$5,000.00 | \$4,500.00 | \$4,500.00 |
| 23 | 2557.603 | 10' HIGH CHAIN-LINK PERIMETER FENCE | L F | 345 | \$16.00 | \$5,520.00 | \$56.40 | \$19,458.00 | \$40.00 | \$13,800.00 | \$55.00 | \$18,975.00 |
| 24 | 2557.603 | SNOW FENCE | L F | 30 | \$3.00 | \$90.00 | \$10.00 | \$300.00 | \$15.00 | \$450.00 | \$10.00 | \$300.00 |
| 25 | 2564.502 | INSTALL SIGN PANEL TYPE SPECIAL | EACH | 2 | \$200.00 | \$400.00 | \$465.75 | \$931.50 | \$400.00 | \$800.00 | \$125.00 | \$250.00 |
| 26 | 2573.501 | STABILIZED CONSTRUCTION EXIT | LUMP SUM | 1 | \$2,500.00 | \$2,500.00 | \$3,400.00 | \$3,400.00 | \$1.00 | \$1.00 | \$2,000.00 | \$2,000.00 |
| 27 | 2573.503 | SILT FENCE, TYPE MS | LF | 50 | \$3.00 | \$150.00 | \$11.30 | \$565.00 | \$10.00 | \$500.00 | \$10.00 | \$500.00 |
| 28 | 2573.503 | SEDIMENT CONTROL LOG, TYPE WOOD FIBER | L F | 415 | \$3.00 | \$1,245.00 | \$7.50 | \$3,112.50 | \$6.50 | \$2,697.50 | \$6.00 | \$2,490.00 |
| 29 | 2575.504 | ROLLED EROSION PREVENTION CATEGORY 30 | S Y | 322 | \$2.00 | \$644.00 | \$4.75 | \$1,529.50 | \$10.00 | \$3,220.00 | \$5.00 | \$1,610.00 |
| 30 | 2575.505 | SEEDING - TYPE 1 TURF SEED MIX | ACRE | 0.8 | \$10,000.00 | \$8,000.00 | \$5,230.00 | \$4,184.00 | \$8,000.00 | \$6,400.00 | \$4,000.00 | \$3,200.00 |
| 31 | 2575.505 | SEEDING - TYPE III TURF SEED MIX | ACRE | 0.2 | \$10,000.00 | \$2,000.00 | \$10,650.00 | \$2,130.00 | \$8,000.00 | \$1,600.00 | \$8,000.00 | \$1,600.00 |
| 32 | 2582.601 | PAVEMENT MARKINGS | L S | 1 | \$8,500.00 | \$8,500.00 | \$975.00 | \$975.00 | \$2,000.00 | \$2,000.00 | \$450.00 | \$450.00 |
| 33 | 2582.604 | ACRYLIC COLOR COURT SURFACING AND STRIPING | S Y | 763 | \$12.00 | \$9,156.00 | \$16.50 | \$12,589.50 | \$20.00 | \$15,260.00 | \$30.00 | \$22,890.00 |
| TOTAL BASE BID | | | | | | \$169,870.58 | | \$299,838.00 | | \$324,908.50 | | \$332,615.00 |
| Alternate 1 | | | | | | | | | | | | |
| 34 | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y | 86 | \$10.00 | \$860.00 | \$12.50 | \$1,075.00 | \$9.00 | \$774.00 | \$25.00 | \$2,150.00 |
| 35 | 2360.504 | BITUMINOUS TRAIL PAVEMENT (WITH AGGREGATE BASE)(P) | S Y | 86 | \$45.00 | \$3,870.00 | \$45.00 | \$3,870.00 | \$60.00 | \$5,160.00 | \$65.00 | \$5,590.00 |
| TOTAL ALTERNATE 1 | | | | | | \$4,730.00 | | \$4,945.00 | | \$5,934.00 | | \$7,740.00 |
| TOTAL BASE BID AND ALTERNATE 1 | | | | | | \$174,600.58 | | \$304,783.00 | | \$330,842.50 | | \$340,355.00 |

Bid Tabulation

Gene Lehner Park Improvements

City of Minnetrista, MN

WSB Project No. 021557-000


Bids Due By: July 13, 2023 at 11:00 AM local time

Denotes corrected figure



| Line # | Item # | Item Description | Units | Quantity | Engineer Estimate | | Urban Companies | |
|--------------------------------|----------|-----------------------------------------------------|----------|----------|-------------------|--------------|-----------------|-------------|
| | | | | | Unit Price | Extension | Unit Price | Extension |
| Base Bid | | | | | | | | |
| 1 | 2021.501 | MOBILIZATION | LUMP SUM | 1 | \$7,653.08 | \$7,653.08 | \$22,000.00 | \$22,000.00 |
| 2 | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y | 1090 | \$10.00 | \$10,900.00 | \$18.00 | \$19,620.00 |
| 3 | 2104.518 | REMOVE FENCE | L F | 15 | \$1.50 | \$22.50 | \$200.00 | \$3,000.00 |
| 4 | 2105.601 | SITE GRADING | L S | 1 | \$16,000.00 | \$16,000.00 | \$65,000.00 | \$65,000.00 |
| 5 | 2123.61 | STREET SWEEPER (WITH PICKUP BROOM) | HOURL | 20 | \$150.00 | \$3,000.00 | \$200.00 | \$4,000.00 |
| 6 | 2360.504 | BITUMINOUS COURT PAVEMENT (WITH AGGREGATE BASE) (P) | S Y | 765 | \$35.00 | \$26,775.00 | \$40.00 | \$30,600.00 |
| 7 | 2360.504 | BITUMINOUS DRIVES AND PARKING (WITH AGGREGATE BASE) | SY | 175 | \$35.00 | \$6,125.00 | \$50.00 | \$8,750.00 |
| 8 | 2360.504 | BITUMINOUS TRAIL PAVEMENT (WITH AGGREGATE BASE)(P) | S Y | 325 | \$45.00 | \$14,625.00 | \$40.00 | \$13,000.00 |
| 9 | 2411.604 | MODULAR BLOCK RETAINING WALL SPECIAL | S Y | 50 | \$45.00 | \$2,250.00 | \$600.00 | \$30,000.00 |
| 10 | 2502.502 | 6" PRECAST CONCRETE HEADWALL | EACH | 1 | \$750.00 | \$750.00 | \$1,000.00 | \$1,000.00 |
| 11 | 2502.503 | 4-INCH DRAIN TILE | L F | 30 | \$25.00 | \$750.00 | \$100.00 | \$3,000.00 |
| 12 | 2503.503 | 6-INCH PVC | L F | 17 | \$25.00 | \$425.00 | \$100.00 | \$1,700.00 |
| 13 | 2506.602 | CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL | EACH | 1 | \$2,500.00 | \$2,500.00 | \$3,000.00 | \$3,000.00 |
| 14 | 2521.518 | 4" CONCRETE WALK | SQ FT | 605 | \$16.00 | \$9,680.00 | \$22.00 | \$13,310.00 |
| 15 | 2531.503 | CONCRETE CURB AND GUTTER DESIGN D412 | L F | 100 | \$30.00 | \$3,000.00 | \$85.00 | \$8,500.00 |
| 16 | 2531.503 | CONCRETE RIBBON CURB | L F | 50 | \$30.00 | \$1,500.00 | \$85.00 | \$4,250.00 |
| 17 | 2531.503 | CONCRETE MAINTENANCE STRIP | L F | 20 | \$50.00 | \$1,000.00 | \$85.00 | \$1,700.00 |
| 18 | 2531.503 | CONCRETE PLAYGROUND CURB WITH BASE | L F | 225 | \$50.00 | \$11,250.00 | \$105.00 | \$23,625.00 |
| 19 | 2531.618 | TRUNCATED DOMES | SQ.FT. | 16 | \$60.00 | \$960.00 | \$95.00 | \$1,520.00 |
| 20 | 2540.502 | BASKETBALL GOAL | EACH | 1 | \$7,500.00 | \$7,500.00 | \$10,000.00 | \$10,000.00 |
| 21 | 2540.502 | TENNIS NET SYSTEM | EACH | 1 | \$3,500.00 | \$3,500.00 | \$4,500.00 | \$4,500.00 |
| 22 | 2557.602 | 10' HIGH CHAIN-LINK PERIMETER GATE | EACH | 1 | \$1,500.00 | \$1,500.00 | \$1,300.00 | \$1,300.00 |
| 23 | 2557.603 | 10' HIGH CHAIN-LINK PERIMETER FENCE | L F | 345 | \$16.00 | \$5,520.00 | \$55.00 | \$18,975.00 |
| 24 | 2557.603 | SNOW FENCE | L F | 30 | \$3.00 | \$90.00 | \$15.00 | \$450.00 |
| 25 | 2564.502 | INSTALL SIGN PANEL TYPE SPECIAL | EACH | 2 | \$200.00 | \$400.00 | \$400.00 | \$800.00 |
| 26 | 2573.501 | STABILIZED CONSTRUCTION EXIT | LUMP SUM | 1 | \$2,500.00 | \$2,500.00 | \$3,000.00 | \$3,000.00 |
| 27 | 2573.503 | SILT FENCE, TYPE MS | LF | 50 | \$3.00 | \$150.00 | \$20.00 | \$1,000.00 |
| 28 | 2573.503 | SEDIMENT CONTROL LOG, TYPE WOOD FIBER | L F | 415 | \$3.00 | \$1,245.00 | \$6.00 | \$2,490.00 |
| 29 | 2575.504 | ROLLED EROSION PREVENTION CATEGORY 30 | S Y | 322 | \$2.00 | \$644.00 | \$3.00 | \$966.00 |
| 30 | 2575.505 | SEEDING - TYPE 1 TURF SEED MIX | ACRE | 0.8 | \$10,000.00 | \$8,000.00 | \$20,000.00 | \$16,000.00 |
| 31 | 2575.505 | SEEDING - TYPE III TURF SEED MIX | ACRE | 0.2 | \$10,000.00 | \$2,000.00 | \$20,000.00 | \$4,000.00 |
| 32 | 2582.601 | PAVEMENT MARKINGS | L S | 1 | \$8,500.00 | \$8,500.00 | \$2,500.00 | \$2,500.00 |
| 33 | 2582.604 | ACRYLIC COLOR COURT SURFACING AND STRIPING | S Y | 763 | \$12.00 | \$9,156.00 | \$15.00 | \$11,445.00 |
| TOTAL BASE BID | | | | | | \$169,870.58 | \$335,001.00 | |
| Alternate 1 | | | | | | | | |
| 34 | 2104.504 | REMOVE BITUMINOUS PATH PAVEMENT | S Y | 86 | \$10.00 | \$860.00 | \$25.00 | \$2,150.00 |
| 35 | 2360.504 | BITUMINOUS TRAIL PAVEMENT (WITH AGGREGATE BASE)(P) | S Y | 86 | \$45.00 | \$3,870.00 | \$40.00 | \$3,440.00 |
| TOTAL ALTERNATE 1 | | | | | | \$4,730.00 | \$5,590.00 | |
| TOTAL BASE BID AND ALTERNATE 1 | | | | | | \$174,600.58 | \$340,591.00 | |

I hereby certify that this is an exact reproduction of bids received.

Certified By: 

License No. 44337

Date: July 13, 2023

RESOLUTION NO. 68-23

**RESOLUTION ACCEPTING QUOTE AND AWARDING A CONTRACT FOR
THE SITE WORK AT GENE LEHNER PARK IN THE TRILLIUM BAY
NEIGHBORHOOD**

WHEREAS, The City Council of Minnetrista previously directed the City Engineer and WSB to advertise for bids for the site work at Gene Lehner Park, and

WHEREAS, bids were publicly received and opened on July 13, 2023.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE
CITY OF MINNETRISTA, as follows:**

1. All bids for the site work at Gene Lehner Park.
2. The bid from Sunram Construction of Corcoran, MN in the amount of \$199,745.30, for the construction of said improvement with base bid alternate, which includes, but limited to, grading the current site to meet new design specifications, installing new retaining walls, new concrete play equipment container edging, new concrete picnic table and park bench pads, as well as installing a new parking lot, new tennis court surface and trail/sidewalk improvements for ADA compliance, all in accordance with the plans and specifications and advertisement for bids and is the lowest responsible bid.
3. The Mayor and Clerk are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Minnetrista.

This resolution was adopted by the City Council of the City of Minnetrista on the 7th day of August, 2023 by a vote of _____Ayes and_____Nays.

Mayor
City of Minnetrista

ATTEST:

City Clerk

(seal)



CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4E

Subject: Supplemental Agreement for Professional Services
2023 Pavement Forensics Study, City Project 01-24

Prepared By: Alyson Fauske, PE (MN), City Engineer

Meeting Date: August 7, 2023

Issue:

Authorize professional services for the 2023 Pavement Forensics Study, City Project 01-24.

Background:

The proposed 2024 Street Improvement project includes the following:

Reclamation of Trillium Lane East, Trillium Lane West and Trillium Way
Mill and overlay of Hermitage Trail, Hermitage Circle, Stonebridge Lane and
Pine Circle

The first step with the proposed 2024 project is to get pavement cores to ensure that the anticipated scope of work is correct. Cores for the Trillium area were collected in May, 2022. Cores for the remaining streets within the proposed area are needed at this time. Staff also recommends coring Nike Road and Ambjor Lane as they are proposed to be overlaid in 2025.

The pavement forensics to be performed will include taking and analyzing 12 pavement cores on the roadways. Coring as part of a pavement forensics study is a valuable way to show what exists under the visible layer of pavement. WSB will identify bituminous thickness, visible bituminous lifts, signs of unbonding or other pavement distresses, and aggregate base thickness to determine viable options for pavement rehabilitation.

Conclusion:

Staff is recommending Council approve the proposal for the professional services from WSB for the 2023 Pavement Forensics Study.

Fiscal Impact:

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

The project is proposed to be funded by the Road Maintenance Fund.

The proposed fee for the 2023 Pavement Forensics Study is \$2,865. WSB is proposing to complete the work on a cost-reimbursable basis in accordance with our current fee schedule.

Recommended City Council Action: Staff recommends approval of Resolution 69-23 authorizing WSB to complete the 2023 Pavement Forensics Study.

Does Recommended Action meet City Mission Statement? ☒ Yes ☐ No

Does Recommended Action meet City Goals/Priorities? ☒ Yes ☐ No

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



August 2, 2023

Alyson Fauske
City Engineer
City of Minnetrista
7701 CR 110W
Minnetrista, Minnesota, 55364

Re: Proposal for Pavement Investigation
Minnetrista 2023 Pavement Investigation
Various Streets in Minnetrista, Minnesota

Dear Alyson Fauske,

WSB is pleased to submit this proposal for providing pavement analysis through field investigations and providing an engineering recommendation for pavement reconstruction based on the information obtained. It is understood the City of Minnetrista intends to reconstruct or repair the bituminous pavements for the above referenced streets and is currently considering using milling techniques (full/partial). The purpose of our work would be to provide the City a recommendation on if this method would be the most cost-effective, long-term solution, for the repair of the roadways.

Available satellite imagery of the roadways has been reviewed in order to get a better understanding of the current pavement conditions and their historic conditions, including approximate timelines of when the pavements were placed, repaired or had maintenance activities performed.

PROJECT INFORMATION

Based on a review of the information provided, the historical and current satellite imagery obtained, and understanding of the current reconstruction techniques being considered; WSB has prepared the following scope of services:

- Perform field coring of bituminous pavements, collect bituminous core samples, note existing conditions, photograph existing roadways, and cold patch roadways.
- Perform field drilling directly below core and sample the underlying aggregate base and obtain its approximate thickness.
- Engineer to review samples, field notes, photographs, and readily available information from various web sources.
- Engineer to provide recommendation on pavement rehabilitation technique.

We have proposed a total of 15 pavement cores and borings be performed: 5 along Nike Road, 1 on Ambjor Lane, 2 on Pine Circle (straight away & cul-de-sac), 1 on Hermitage Circle, 4 on Hermitage Trail, and 2 on Stonebridge Lane. Core locations will be determined in the field based on visual evaluation of the pavement.

ASSUMPTIONS

In preparing this proposal, WSB has made the following assumptions.

- Traffic Control will not be necessary:
 - Based on the review of aerial imagery and any available ADT values for the roadways or adjacent roadways, it is assumed that no traffic control will be required. The work will be performed using a truck mounted coring rig equipped with strobes. The traffic is anticipated to be slow and infrequent enough that traffic will be able to self-regulate.

If these assumptions are incorrect, the proposal should be revised. WSB can provide services at an additional cost.

SCHEDULE

WSB is prepared to meet your project schedule. It is anticipated that the work for the proposed scope of services can be completed within the timeframe presented in Table 1 below. If unexpected delays are experienced, WSB will contact you to provide an update on the schedule. This proposed schedule is based on current workloads. If authorization is not received within 5 business dates from the date of this proposal, the schedule should be confirmed to assess if it is still valid.

Table 1: Timeframe of Deliverables

| <i>Service Type</i> | <i>Deliverable Date</i> |
|----------------------------|-----------------------------------|
| Field Investigation Work | Completed within 10 Business Days |
| Engineering Report | Completed within 15 Business Days |

COSTS

Table 2 below, provides a detailed description of the costs associated with the services being proposed. WSB recommends that the Total Estimated Cost of **\$2,865.00** be used for budgeting purposes. During field exploration, it may be recommended that additional investigation be conducted. If this occurs, the City will be contacted for authorization. Changes that affect the project scope, schedule or budget will require authorization through a contract amendment.

Table 2: Proposed Project Costs

| Charge Type | Services Description | Qty (Hours) | Unit Cost (\$) | Subtotal Cost (\$) |
|-----------------------------|---------------------------------------------------------|--------------------|-----------------------|---------------------------|
| <i>2 Person Coring Crew</i> | <i>Mob/De-Mobilization</i> | <i>1</i> | <i>300</i> | <i>300</i> |
| <i>2 Person Coring Crew</i> | <i>Travel</i> | <i>1.5</i> | <i>300</i> | <i>450</i> |
| <i>2 Person Coring Crew</i> | <i>On-Site Investigation (Core/Bore/Patch/Document)</i> | <i>4.5</i> | <i>300</i> | <i>1,350</i> |
| <i>Project Assistant</i> | <i>Coordination, Scheduling, Drafting, Editing</i> | <i>3</i> | <i>105</i> | <i>315</i> |
| <i>Project Engineer</i> | <i>Review & Provide Recommendations</i> | <i>3</i> | <i>150</i> | <i>450</i> |
| TOTAL ESTIMATED COST | | | | \$2,865 |

SCHEDULE

WSB is prepared to meet your project schedule. We anticipate the owner's representative will handle coordination of the site services and that we will be given sufficient advance notification when tests and inspections are required.

ACCEPTANCE

This letter represents our complete understanding of the proposed scope of services. If you agree with the scope of services, proposed fees and enclosed General Contract Provisions, please have an authorized representative of the City sign in the appropriate space below and return one copy to my attention. If you have any questions about this proposal, please feel free to call Sam Lundquist at 612.214.5949.

This fee proposal is valid for ninety (90) days from the creation date noted in the header. WSB may reissue a revised proposal upon request if the indicated time period has lapsed. Should the scope of work change in nature or be expanded to include additional services, WSB reserves the right to renegotiate the fees with you.

WSB appreciates the opportunity of being considered for this project and we look forward to providing our professional services to the City of Minnetrista.

Sincerely,

WSB



Sam Lundquist
Pavement Management
slundquist@wsbeng.com
612.214.5949



Matt Indihar
Pavement Management
mindihar@wsbeng.com
218.341.3614

Enclosures: General Contract Provisions 11.01.16

ACCEPTED BY: City of Minnetrista

The City of Minnetrista hereby accepts the WSB proposal for Construction Materials Testing as outlined above and according to the general contract provisions enclosed.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 69-23

**CITY OF MINNETRISTA
HENNEPIN COUNTY, MINNESOTA**

**A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT FOR
PROFESSIONAL SERVICES FOR THE
2023 PAVEMENT FORENSICS STUDY**

CITY PROJECT NO. 01-24

WHEREAS, it is proposed to approve the professional services supplemental agreement for preparation of the 2023 Pavement Forensics Study.

NOW THEREFORE, BE IT RESOLVED by the City Council of Minnetrista that the preparation of the 2023 Pavement Forensics Study is approved.

BE IT FURTHER RESOLVED by the City Council of Minnetrista that an agreement has been made between the City and WSB to provide professional services for the 2023 Pavement Forensics Study.

This resolution was adopted by the City Council of the City of Minnetrista on the 7th day of August, 2023, by a vote of _____ Ayes and _____ Nays.

Lisa Whalen, Mayor

ATTEST:

Dawn Motzko, City Clerk

(seal)

CITY OF MINNETRISTA



CONSENT AGENDA ITEM 4F

Subject: Approve Utility and Access Easement Agreement with M/I Homes

Prepared By: Alyson Fauske, PE (MN), City Engineer

Meeting Date: August 7, 2023

Issue:

Should the City approve a utility and access easement agreement with M/I Homes across the Woodland Cove trail that lies parallel to Highway 7?

Overview:

Some of the irrigation systems for homes within Woodland Cove are served by the storm water treatment ponds within the development to reduce the use of city water for irrigation purposes. The developer-installed, privately-owned wells in Outlot C, Woodland Cove 8th Addition will refill the ponds when precipitation does not meet the irrigation demands. Three pipe crossings are also necessary: one for each well and one for the transfer pump that pipes water from the pond in Outlot C to the pond in Outlot E.



In anticipation of future maintenance needs the developer has requested a utility and access agreement over Outlot D, which is owned by the city and will contain a trail. The trail is constructed to withstand the vehicles necessary to maintain these wells. In the future it will be conveyed to Three Rivers Park District. The City Attorney's office drafted the attached easement agreement, and both the developer and Three Rivers Park District's comments have been incorporated into the document.

Fiscal Impact:

None.

Recommended City Council Action:

Staff recommends that the City Council approve the easement agreement.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

UTILITY AND ACCESS EASEMENT AGREEMENT

This Utility and Access Easement Agreement (this “Agreement”) is made this ____ day of _____, 2023, by and between the City of Minnetrista, a Minnesota municipal corporation (the “City”) and M/I Homes of Minneapolis/St. Paul, LLC, a Minnesota limited liability company (the “Developer”).

Recitals

- A. The City is the fee owner of the property legally described in the attached Exhibit A (the “City Property”); and
- B. The Developer is the owner of the property legally described on the attached Exhibit B (the “Developer Property”); and
- C. The Developer is in need of an access easement so that it can cross the City Property with construction equipment and vehicles in order to access the Development Property to install and maintain irrigation wells on the Developer Property.
- D. The Developer is also in need of a utility easement so that it can install piping across the City Property to connect the irrigation basin located on Outlot E, Woodland Cove 8th Addition to the wells located on Outlot C, Woodland Cove 8th Addition.
- E. Collectively, the activities described in Recitals C and D of this Agreement are referred to as the “Permitted Activities” herein.

Term of Utility and Access Easement

1. Grant of Utility and Access Easement. For good and valuable consideration, receipt and sufficiency of which are acknowledged by the City, the City grants to the Developer a non-exclusive access easement over and across the Utility and Access Easement Area (defined below) for the

purpose of accessing the Developer Property with construction equipment and vehicles to install and maintain irrigation wells on the Developer Property and to install utilities. The City also grants to the Developer a non-exclusive utility easement over, under, across, and through the Utility and Access Easement Area to install, maintain, repair, and replace piping to connect the irrigation basin located on Outlot E, Woodland Cove 8th Addition to the wells located on Outlot C, Woodland Cove 8th Addition. The Utility and Access Easement Area is depicted on Exhibit C attached hereto. The Developer hereby accepts said utility and access easement.

2. Scope of Easement. The above-described utility and access easement permits the Developer, its contractors, agents, and employees (collectively, the “Developer Authorized Parties”) to enter upon and cross the Utility and Access Easement Area, with construction vehicles and equipment, in order to access the Development Property to perform the Permitted Activities. The Developer must provide the City with at least 48 hours’ prior written notice before using the Utility and Access Easement Area for moving any construction equipment or vehicles or performing any work on the pipes within the Utility and Access Easement Area. The Developer must also place signage that warns users of the trail that is within the Utility and Access Easement Area that there is work being done. The Developer must also provide the users of the trail with a safe route to pass through the Utility and Access Easement Area when work is being done within the Utility and Access Easement Area. If the Developer needs to close the trail that is located within the Utility and Access Easement Area, it must provide users of the trail with a safe detour route through the Developer’s Property. The parties hereto, and their successors and assigns, shall not use the Utility and Access Easement Area in any manner that is not allowed under this Agreement.

3. Warranty of Title. The City warrants that it is the fee owner of the City Property and that it has the right, title, and capacity to grant the utility and access easement herein to the Developer.

4. Indemnification. The Developer agrees to indemnify, save harmless, and defend the City and its officials, employees, contractors, and agents from and against any and all claims, actions, damages, liability and expense in connection with personal injury or damage to the City Property arising from or out of any occurrence in, upon or at the City Property caused by the act or omission of the Developer Authorized Parties in conducting the Permitted Activities on the City Property, except to the extent caused by the negligence, gross negligence, willful misrepresentation or any willful or wanton misconduct by the City, its officials, employees, agents, or contractors.

5. Insurance. The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the City, furnish the City with proof of payment of premiums on insurance or self insurance of amounts and coverage normally held by City and reasonably acceptable to the City.

6. Restoration of the Trail. Before using the Utility and Access Easement Area for any Permitted Activities involving construction equipment or vehicles or excavating the trail to install, maintain, reconstruct the pipes, the Developer must conduct a pre and post work trail assessment on the trail that is located within the Utility and Access Easement Area at the Developer’s expense. The Developer must provide a copy of the assessment to the City for its review. In the event that

the assessment shows that there has been damage to the trail that was caused by the Permitted Activities, the Developer shall be responsible for promptly repairing the damage at its expense.

7. Notices. All notices required under this Agreement shall be either personally delivered, delivered by a professional courier service, or be sent by U.S. certified mail, postage prepaid, return receipt requested and addressed as follows:

- (a) As to the City: City of Minnetrista
Minnetrista City Hall
7701 Co Rd 110 W
Minnetrista, MN 55364
Attn: City Administrator
- (b) As to the Developer: M/I Homes of Minneapolis/St. Paul, LLC
2345 Rice Street, Suite 230
Roseville, MN 55113-5603
Attn: _____

In the event that the City Property or the Developer Property is conveyed to a third party, the conveying party shall notify the other party to this Agreement of the name of the new owner of the property.

8. Amendments. This Agreement may be modified only through written amendments signed by both parties to this Agreement.

9. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

11. Binding Effect. The terms and conditions of this Agreement shall run with the land and be binding on the parties and their successors and assigns.

IN WITNESS OF THE FOREGOING, each of the parties has executed this Agreement as of the date first written above.

CITY OF MINNETRISTA

By: _____

Lisa Whalen

Its: Mayor

By: _____

Dawn Motzko

Its: City Clerk

STATE OF MINNESOTA }

ss.

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by Lisa Whalen and Dawn Motzko, the Mayor and City Clerk of the City of Minnetrista, a Minnesota municipal corporation on behalf of the City.

Notary Public

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

By: _____

Its: _____

STATE OF MINNESOTA }
SS.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ the _____ of M/I Homes of Minneapolis/St. Paul, LLC on behalf of the company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJS)
Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the City Property

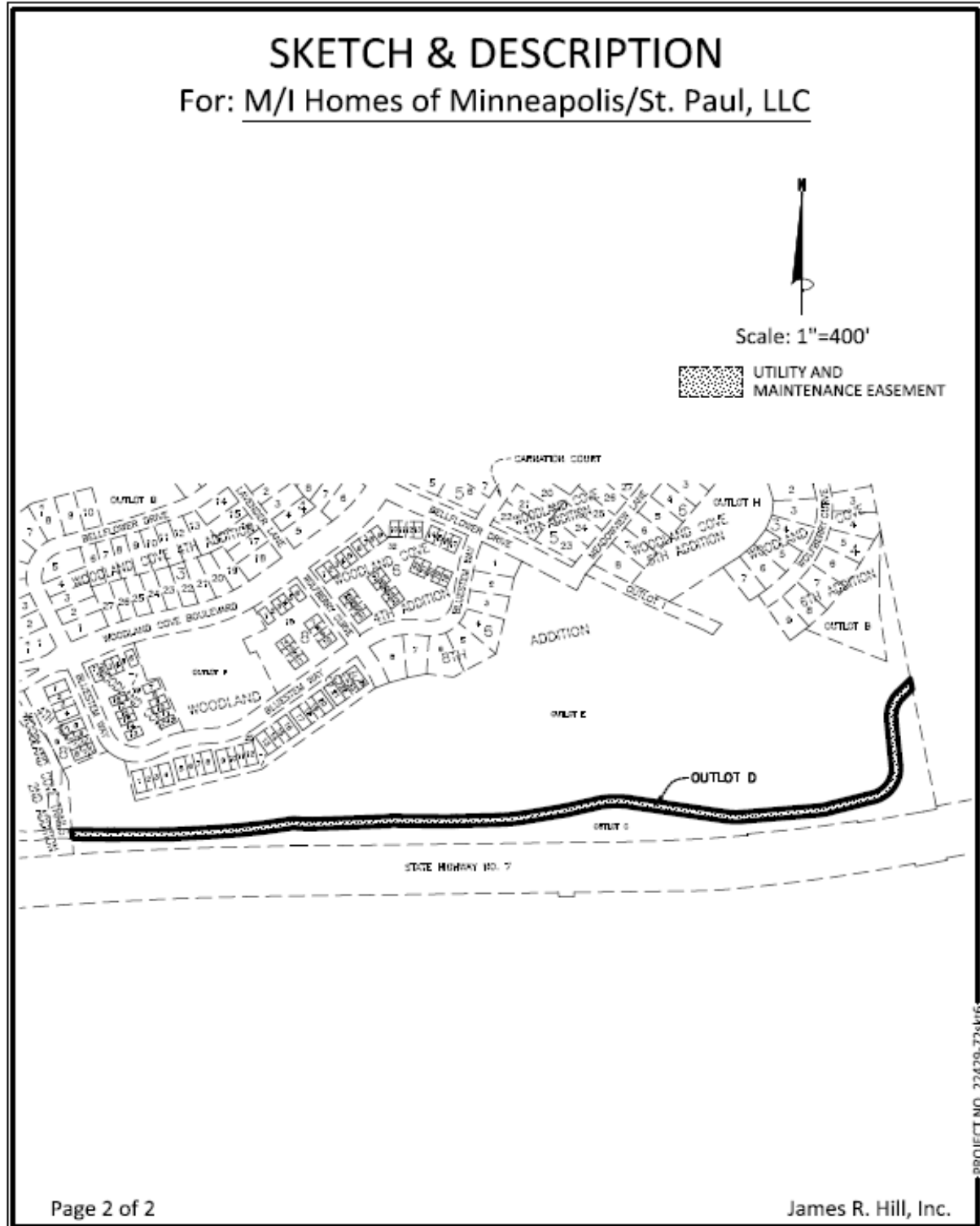
Outlot D, Woodland Cove 8th Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT B

Legal Description of the Developer Property

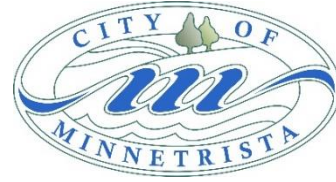
Outlot E, Woodland Cove 8th Addition, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT C
Depiction of the Utility and Access Easement Area



CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4G



Subject: Accept Completion of the Midco Broadband Expansion Project and Authorize Final Payment to Midco

Prepared By: Allie Polsfuss, Director of Administration

Meeting Date: August 7, 2023

Issue

Midco has completed their broadband expansion project in early July, 2023 and the City needs to authorize final payment to close out the project.

Overview

On February 7, 2022, the City Council approved a cost sharing agreement with Midcontinent Communications (Midco) for the Construction of Broadband Services to Underserved Areas in Minnetrista. This cost share approved was 15.5% of the total costs up to a maximum of \$400,000. Hennepin County provided financial support for this project in the amount of \$200,000.

On July 18, 2022, the City Council approved a cost sharing agreement with Midco for an additional 20 homes to the project. The cost share approved was \$52,000. Hennepin County also provided financial support for this project in the amount of \$23,500.

At the City Council meeting on July 17, 2023, Melissa Wolf from Midco provided the City Council with a project completion update. Some highlights from the presentation include:

- Midco placed 177,000 feet of fiber infrastructure serving a total of 461 homes/ lots
- The total project costs came in under budget at \$2.3 million
- The final Minnetrista contribution to the project is \$402,732.

Below is a breakdown of the financial contributions from each partner on the project:

| Partner | Total Contribution |
|---------------------------|--------------------|
| Total Project Cost | \$2,300,000 |
| Midco | \$1,673,768 |
| County | \$223,500 |
| City | \$402,732 |

The City budgeted \$452,000 to fund this project through ARPA funds. The total project cost came in under budget, which leads to a savings of \$49,268.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Attachment A includes the Midco build out area, and attachment B is the reimbursement summary.

The City of Minnetrista has already sent an invoice to Hennepin County for their \$223,500 contribution. We expect this payment in the upcoming weeks.

Summary

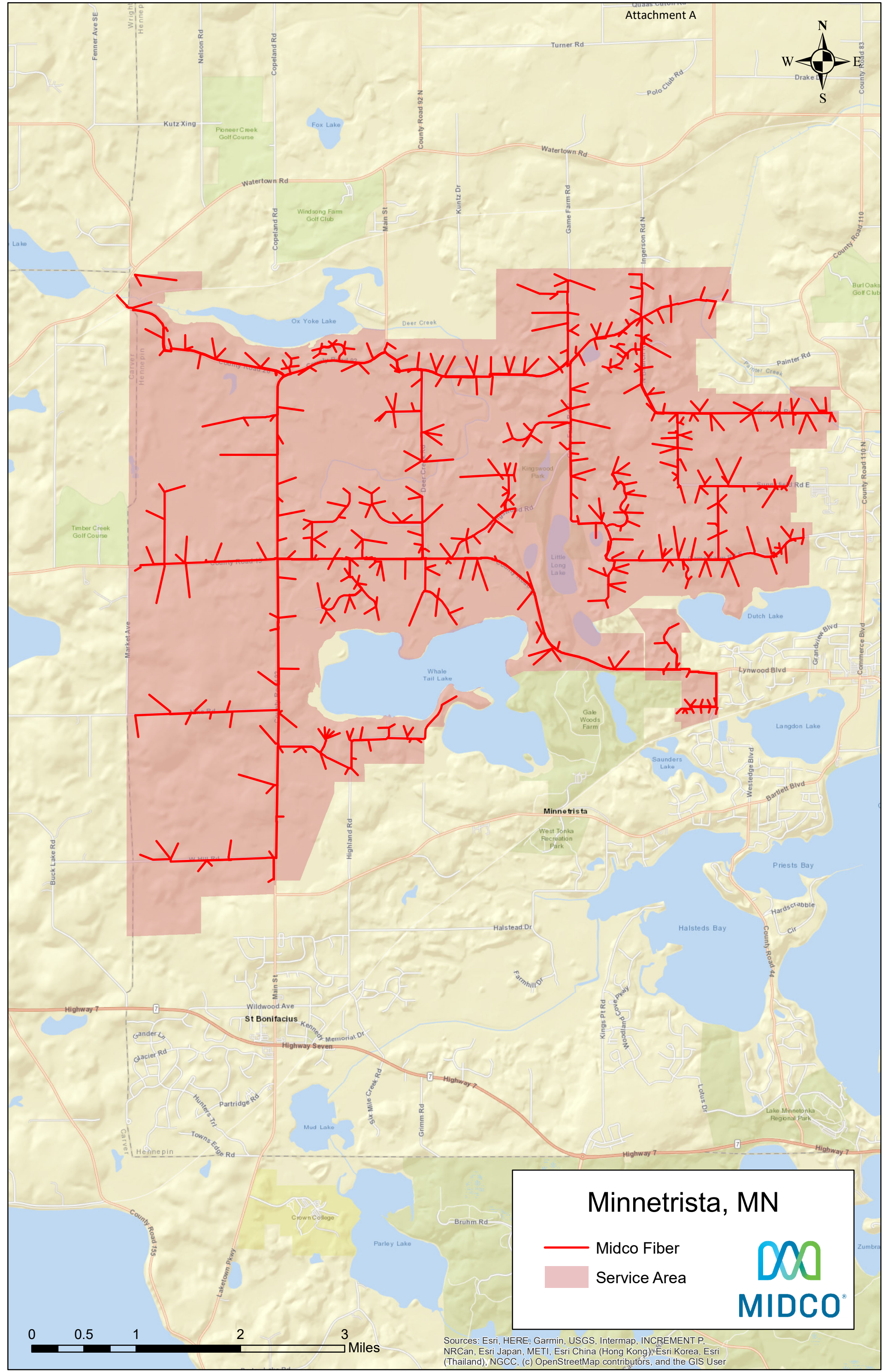
This has been an incredibly successful partnership to expand broadband services to an underserved area of our community. With the help of Hennepin County, Midco, and Minnetrista City Council, there are 460 more homes served with broadband services. Staff recommends authorizing the final payment to Midco for this project.

We thank Midco and Hennepin County for their partnership and participation on this very important project.

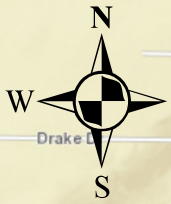
Recommended City Council Action: Accept Completion of the Midco Broadband Expansion Project and Authorize Final Payment to Midco in the amount of \$402,732.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



Attachment A



Minnetrista, MN

- Midco Fiber
- Service Area



0 0.5 1 2 3 Miles

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User

City of Minnetrista, MN

Summary of Costs and Reimbursement Calculation

| RECIPIENT | | GRANT SUMMARY | | | | |
|--------------------------------------------------------------------------------------------|--------------|---------------------------------|-------------------|---------------|------------|--|
| Name: Midcontinent Communications | | Passings Built 461 | | | | |
| Mailing Address: Attn: Government Funding 3901 N Louise Ave Sioux Falls, SD 47107 | | Period Covered by this Request: | | | | |
| Grant Amount: \$ 452,000 | | From: 2/7/2022 | | To: 6/26/2023 | | |
| ACTUAL COST DESCRIPTION | ACTUAL COST | GRANT AMOUNT | 15.5% OF ACT COST | PREVIOUS PYMT | CITY COST | |
| 22-0886 Labor | \$ 592,305 | | | | | |
| 23-0052 Labor | \$ 697,734 | | | | | |
| 22-0887 Materials - Plant | \$ 722,964 | | | | | |
| 23-5089 Materials - Plant | \$ 20,799 | | | | | |
| 22-1038 Materials - OLT Cabinet | \$ 33,311 | | | | | |
| 22-1077 Materials - EPON Shelf | \$ 70,628 | | | | | |
| 22-1186 Walkout, Design, Stranding | \$ 8,295 | | | | | |
| Fiber Drop to Home | \$ 219,369 | | | | | |
| | | | | | | |
| Actual Cost Sub Total | \$ 2,365,405 | | | | | |
| | | | | | | |
| GRANT AMOUNT DESCRIPTION | | | | | | |
| 15.5%, Capped at \$400,000 | \$ 2,262,784 | \$ 400,000 | \$ 350,732 | \$ - | \$ 350,732 | |
| Additional 20 Homes for \$52,000 | \$ 102,621 | \$ 52,000 | | | \$ 52,000 | |
| | | | | | | |
| Totals | \$ 2,365,405 | \$ 452,000 | | | \$ 402,732 | |
| | | | | | | |
| Midco Reimbursement Amount (See invoice for processing) | | | | | \$ 402,732 | |

CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4H



Subject: Accept Resignation of City Clerk Dawn Motzko

Prepared By: Allie Polsfuss, Director of Administration

Meeting Date: August 7, 2023

Issue

Accept Dawn Motzko's resignation after 10 years of service to the City of Minnetrista.

Overview

Dawn Motzko was hired as the Utility Billing/Recycling Coordinator on October 21, 2013 and was then promoted to City Clerk on October 25, 2022. After nearly ten years of service to the City, she has submitted her letter of resignation effective August 10, 2023. The City thanks Dawn for her nearly 10 years of service to the City. She is a valuable asset to our team and will be missed.

Staff has begun a hiring process and will be interviewing qualified candidates for the position. Once a final candidate is selected, the City Council will see a conditional offer of employment on a future meeting agenda.

Summary

We thank Dawn Motzko for her commitment to the community and wish her luck in her future endeavors.

Recommended City Council Action: Accept City Clerk, Dawn Motzko's resignation effective August 10, 2023.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

July 27, 2023

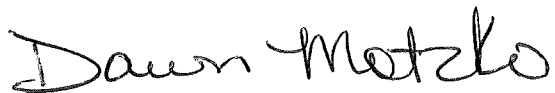
Dear Allie Polsfuss,

I am writing this letter to serve as notice of my resignation from the City of Minnetrista as of Thursday, July 27, 2023.

I have enjoyed working for the City and with all of my co-workers but I have chosen to leave to help with my husband's growing well business. My last day will be Thursday, August 10, 2023.

I would like to take this chance to thank you and the City for the opportunity you have given me in the last almost ten years, as well as for the support that you have provided to me. In the meantime, please let me know if I can assist you in any way during this transition period.

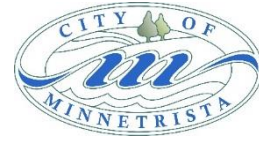
Sincerely,

A handwritten signature in black ink that reads "Dawn Motzko". The script is cursive and fluid, with the first name "Dawn" and last name "Motzko" clearly distinguishable.

Dawn Motzko

CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4I



Subject: Request to Approve a Conditional Offer of Employment for Brian Turbett as Public Works Maintenance Worker

Prepared By: Allie Polsfuss, Director of Administration, on behalf of the Personnel Committee: Mayor Lisa Whalen, Councilmember Cathleen Reffkin, City Administrator Jasper Kruggel, and Finance Director Brian Grimm

Meeting Date: August 7, 2023

Issue

The City Council is being asked to approve a conditional offer of employment for Mr. Brian Turbett as Public Works Maintenance Worker, filling the vacant Public Works position.

Overview

Advertising for the Public Works Maintenance Worker was posted for two weeks and in total, there were six applications received for the position. Four first round interviews were conducted, and two final interviews were conducted.

Mr. Turbett emerged as the final choice for the position. Following discussion with the City Administrator and Director of Public Works, the Director of Administration continued with the contingent offer segment of the process.

Mr. Turbett was offered the position with a conditional offer of employment contingent upon successfully completing a full background investigation completed by the Minnetrista Police Department, physical examination and pre-employment drug and alcohol screen test. He must successfully complete these pre-employment steps before starting employment.

A little more information on Mr. Turbett: He has worked for the City of Minneapolis as a Public Works Service Worker for almost two years. In addition to his most recent job, he has 10+ years of experience in performing heavy manual labor, operating light and heavy equipment, vehicle repairs, maintenance, and construction.

Due to his experience in Minneapolis well as other applicable experience, the staff recommends starting his at Step 3 (2 years of service) of the Local 49 Union Pay Program at \$28.82 per hour (see conditional offer letter in Attachment A.)

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Summary

On behalf of the Personnel Committee, we are asking for approval of this conditional offer of employment at tonight's City Council meeting. We expect Mr. Turbett to join our staff at the City of Minnetrista in the next few weeks.

Recommended City Council Action: Approve Conditional Offer of Employment for Brian Turbett, Public Works Maintenance Worker.

Does Recommended Action meet City Mission Statement? ☒ Yes ☐ No

Does Recommended Action meet City Goals/Priorities? ☒ Yes ☐ No

Explain:

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



Municipal Offices
7701 County Road 110 West
Minnetrista, MN 55364-9552
Email: minnetrista@ci.minnetrista.mn.us

July 27, 2023

Mr. Brian Turbett
<Address>

Dear Brian:

This is a conditional offer of employment for the Public Works Maintenance Worker position with the City of Minnetrista. Final approval of your hiring will be granted by the Minnetrista City Council at a future City Council meeting, but this conditional offer allows us to continue with the final steps of the hiring process.

A few items need yet to be successfully completed, including a background investigation, pre-placement physical examination and a pre-placement drug and alcohol screening test in order to finalize your position. These items are at the City's expense. Information provided by you to the examining physicians must be accurate and complete in order for you to qualify for employment, sick leave, and other city provided benefits.

The 2023 Step 3 rate of pay is \$28.82 per hour (or \$59,945.60 annually), plus a full benefit package that begins on your first day of employment.

According to the labor agreement with the union, you will serve a one year probation period. You will have performance reviews performed at six-months and one year of employment. Upon a successful one-year performance review, you will be eligible for a change in job status from "probationary" employee to a "full-time" employee. At your one-year anniversary, you will be eligible to move to the Step 4 of the Public Works pay program. In subsequent years, annual performance reviews will be done at the end of each calendar year, with a possible pay adjustment granted each January 1. You will receive step increases on your anniversary date each year, in accordance with the language of the union contract, as well. This position is a unionized position with the International Union of Operating Engineers (IUOE), Local #49.

We look forward to you completing these final steps, and we are very pleased that you will be joining our staff at the City of Minnetrista.

Sincerely,

Allie Polsfuss

Allie Polsfuss

Mr. Brian Turbett
333 Wildhurst Road
<Address>

I accept all the terms and conditions as set forth in this conditional offer of employment for the Public Works Maintenance Worker position with the City of Minnetrista.

A handwritten signature in black ink, appearing to read "Brian Turbett", written over a horizontal line.

Brian Turbett

7-31-23

Date

cc: Jasper Kruggel, City Administrator
Gary Peters, Public Works Superintendent
Personnel File

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 6A

Subject: Consider Approval of the International Union of Operating Engineers (IUOE) Local No. 49 Labor Agreement for 2024 - 2026

Prepared By: Jasper Kruggel, City Administrator, on behalf of the Personnel Committee: Mayor Lisa Whalen, Councilmember Cathleen Reffkin, Finance Director Brian Grimm, and Director of Administration Allie Polsfuss

Meeting Date: August 7, 2023

Issue: The existing IUOE Local No. 49 labor agreement expires on December 31, 2023. The Personnel Committee recommends approval of a new three (3) year labor agreement from 2024 through 2026. If approved by the City Council, the labor agreement will be executed with IUOE Local No. 49. The union group has agreed to the terms included in the new contract.

Overview: Below is a summary of the contract language changes recommended by the Personnel Committee and agreed upon by the IUOE Local No. 49 group. Also, attached you will find a redline version of the proposed contract.

1. Revised contract to reflect 2024 – 2026 contract period
2. Removed references of “AFL-CIO” throughout contract; no longer used
3. **Article 9.3** – grammatical update; no → not
4. **Article 11.1** – changes “Superintendent” to “Director” reflecting organizational changes
5. **Article 11.2** – added “sewer collection system”
6. **Article 20.1** – Family insurance employee contribution increases from \$1,300 to \$1,500
7. **Article 21.1** – Added Juneteenth as the twelfth holiday and added a table showing the actual holiday date for 21.3 reference.
8. **Article 21.3** – Clarifies that triple time will only be paid on the actual holiday as indicated in the 21.1 table and time and a half will be paid on the observed holiday.
9. **Article 25.4** – “Superintendent” replaced with “Director” and addition acknowledging that additional requests outside the language in this article can be considered by the Public Works Director.
10. **Appendix A** – 12.25% adjustment on 1/1/2024, a 3.5% adjustment on 1/1/2025, and a 3.75% adjustment on 1/1/2026.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

11. **Appendix B** – 12.25% adjustment on 1/1/2024, a 3.5% adjustment on 1/1/2025, and a 3.75% adjustment on 1/1/2026.
12. **Appendix C** – 12.25% adjustment on 1/1/2024, a 3.5% adjustment on 1/1/2025, and a 3.75% adjustment on 1/1/2026.
13. **Item D-2 – Footwear** – amounts changed: \$200 → \$250 and \$600 → \$750

The major component of this contract is a compensation market adjustment in 2024. Benchmark city data which includes adopted union agreements drives these numbers, and the market adjustments included in this contract proposal allow the City of Minnetrista to be competitive in the market and should favor Minnetrista in the retainment and recruitment of qualified and competent employees.

Recommended City Council Action: The Personnel Committee recommends to the City Council to approve the proposed labor agreement between the IUOE Local No. 49 labor union and the City of Minnetrista for a period of three years, January 1, 2024 through December 31, 2026, with terms and conditions outlined in this staff memo and in the redline version on the agreement included in this packet.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

**LABOR AGREEMENT BETWEEN
THE CITY OF MINNETRISTA
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 49,~~AFL-CIO~~**

JANUARY 1, 2024~~1~~ – DECEMBER 31, 2026~~3~~

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**LABOR AGREEMENT BETWEEN
THE CITY OF MINNETRISTA
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 49, AFL-CIO**

Article 1 – Purpose of Agreement

- 1.1 This AGREEMENT is entered into between the City of Minnetrista, Minnesota, hereinafter called EMPLOYER, and Local No. 49, International Union of Operating Engineers, ~~AFL-CIO~~, hereinafter called the UNION.
- 1.2 The intent and purpose of this AGREEMENT is to:
- Establish certain hours, wages, and conditions of employment;
 - Establish procedures for the resolution of disputes concerning this AGREEMENT’S interpretation and/or application;
 - Specify the full and complete understanding of the parties; and,
 - Place in written form the parties’ agreement upon terms and conditions of employment for the duration of this AGREEMENT.
- 1.3 The EMPLOYER and the UNION, through the AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

Article 2 – Recognition

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all job classifications listed below within the meaning of Minn. Stat. Sec. 4 (179A.03), Subd. 14 (Public Employee), excluding supervisory, confidential, and all other employees: Public Service Worker.

Article 3 – Union Security

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction; and,
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suites, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

Article 4 – Employer Security

- 4.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in, or support any strike, slow down, other interruption of or interference with the normal functions of the EMPLOYER.

Article 5 – Employer Authority

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial functions not specifically limited by the AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

Article 6 – Employer Rights-Grievance Procedure

- 6.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 6.2 Union Representatives: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.
- 6.3 Processing of a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 6.4 Procedure: Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1: An EMPLOYEE claiming a violation concerning the interpretation or application of the AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss

and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer to Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5: A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employee Labor Relations Act of 1971, as amended. If the parties cannot agree on an arbitrator, then the selection of an arbitrator shall be based on alternative strikes from a list supplied by the Federal Mediation and Conciliation Service (FMCS).

6.5 Arbitrator's Authority:

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of the laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by

the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION, and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION 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 EMPLOYER and the UNION.

6.7 Choice of Remedy: If, as a result of the EMPLOYER response in Step 4, the grievance remains unresolved, and if the grievance involves suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article 6, or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 6. The aggrieved employee shall indicate, in writing, which procedure is to be utilized – Step 5 of Article 6, or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 6.

Article 7 – Definitions

7.1 Union: The International Union of Operating Engineers, Local No. 49, ~~AFL-CIO~~.

7.2 Employer: The City of Minnetrista, Minnesota.

7.3 Union Member: A member of the International Union of Operating Engineers, Local No. 49, ~~AFL-CIO~~.

7.4 Employee: A member of the exclusively recognized bargaining unit.

7.5 Base Pay Rate: The employee's hourly pay rate exclusive of longevity or any other special allowance

- 7.6 Seniority: Length of continuous service in any of the job classifications covered in Article 2 – Recognition. Employees who are promoted from a job classification covered by the AGREEMENT and return to a job classification covered by this AGREEMENT shall have their seniority calculated on their length of service under this AGREEMENT for the purposes of promotion, transfer and lay-off, and total length of service with the EMPLOYER for other benefits under this AGREEMENT.
- 7.7 Severance Pay: Payment made to an employee upon honorable termination of employment.
- 7.8 Overtime: Work performed at the express authorization of the EMPLOYER in excess of either eight (8) hours within a twenty-four (24) period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.9 Call Back: Return of an employee to a specified work site to performed assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

Article 8 – Savings Clause

- 8.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this AGREEMENT shall be held to the contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

Article 9 – Work Schedules / Training / Temp and Seasonal Employment

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 7:00 a.m. - 3:30 p.m. day. The EMPLOYER will give seven (7) days advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

- 9.5 Employees shall attend work-related training/classes as directed by management. Said training/classes will be, if possible, scheduled during the day. Should attendance of classes be in the evening, overtime or comp time shall be paid at the rate of one and one-half (1½) times regular pay to the employee.
- 9.6 Lead Assignment Position: Employees specifically assigned by the EMPLOYER to the Lead Assignment position will be paid according to wages listed in “Appendix C – Wages”.
- 9.7 Seasonal/Temporary Employees: Employees employed by the EMPLOYER whose positions are basically temporary or seasonal in character and (1) are not for more than 67 working days in any calendar year; or (2) are not for more than 100 working days in any calendar year and the employees are under age 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment. (MN State Statute 179A.03).

Seasonal/temporary employees in a full-time or part-time capacity [more than fourteen (14) hours per week] will be paid a wage rate to be determined by the EMPLOYER for the term of this Agreement. Seasonal and temporary employees shall be laid off before any full-time employee.

Article 10 – Overtime Pay

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1½) times the employee’s regular base pay rate.
- 10.2 Overtime will be distributed as equally as possible.
- 10.3 Overtime refused by employees will for record purposes under Article 10.2 be considered as unpaid overtime worked.
- 10.4 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Article 11 – On-Call Duty

- 11.1 The Public Works ~~Superintendent~~ Director shall create an annual schedule delineating when the public works employees shall carry the City cell phone. The schedule shall create an equal opportunity for all Union members to carry the cell phone and earn the additional two hours of on-call pay per evening. A weekly cycle for carrying the cell phone shall begin on Monday and end the following Monday. Trading weeks and opting out of any assigned week shall be further clarified in the department’s workplace policies.

- 11.2 2nd Person Call to Duty – If the on-call duty employee needs additional assistance, seniority would be the basis for determining which employee would be asked to respond. However, if the situation is one of an emergency and/or public safety matter that requires technical expertise, the city may call an employee to respond that is most qualified (e.g. water distribution system, water and water treatment systems, sewer collection system, etc.)
- 11.3 On a rotating basis, employees will be required to carry the City-issued cellular phone from Monday at 3:30pm to 7:00am the following Monday, and will be paid two (2) hours of regular pay per day Monday through Thursday, and three (3) hours for Friday, Saturday, and Sunday. The employee on duty during a holiday shall receive an additional four (4) hours of pay or compensatory time. Employees who are on call must respond by phone within thirty (30) minutes or less when called; and be on site, if needed, within sixty (60) minutes or less when called.

Article 12 – Call Back

- 12.1 An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of three (3) hours' pay at one and one-half (1½) times the employee's base pay rate.

Article 13 – Legal Defense

- 13.1 Employees involved in litigation because of negligence, ignorance of laws, nonobservance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.
- 13.2 Any employee, who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of the employee's employment, when such act is performed in good faith and under direct order of the employee's supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending such charge.

Article 14 – Right of Subcontract

- 14.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by the AGREEMENT.

Article 15 – Discipline

- 15.1 The EMPLOYER will discipline employees only for just cause.

Article 16 – Seniority

- 16.1 Seniority will be the determining criterion for transfers, promotions, and lay-offs only when all job-relevant qualification factors are equal. Qualification factors for this section are defined as the Entry Level qualifications of the last employee hired.
- 16.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay-off. Recalled employees shall have ten (10) working days after

notification of recall by registered mail at the employee's last known address to return to work or forfeit all recall rights.

- 16.3 The affected employee has forty-eight (48) hours after notification of recall to provide the City with a statement of their intent to return to work.

Article 17 – Probationary Periods

- 17.1 All newly hired or rehired employees will serve a twelve (12) months' probationary period. Beginning at the conclusion of six (6) months from the date of hire or rehire, the employee is allowed the use accumulated sick leave time. However, use of accumulated vacation time is not allowed until the twelve (12) months' probationary period is completed.
- 17.2 All employees will serve a six (6) months' probationary period in any job classification in which the employee has not served a probationary period.
- 17.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 17.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

Article 18 – Safety

- 18.1 The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner.

Article 19 – Job Posting

- 19.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided the applicants:
- 19.1.1 Have the necessary qualifications to meet the standard of the job vacancy; and,
 - 19.1.2 Have the ability to perform the duties and responsibilities of the job vacancy.
- 19.2 Employees filling a higher job class based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE 17 – Probationary Period.
- 19.3 The EMPLOYER has the right of final decision in the selections of employees to fill posted jobs based on qualifications, abilities, and experience.
- 19.4 Job vacancies with the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

Article 20- Insurance

- 20.1 For 202~~4~~¹, the EMPLOYER will contribute according to the following tier chart for qualified benefits listed in the approved Minnetrista Cafeteria Plan. There will be an insurance re-opener for both 202~~5~~² and 202~~6~~³ to negotiate this provision only. Qualifying benefits include, but may not be limited to, insurance premiums (individual and dependent health, dental, life, and long-term disability) and contributions to an individual H.S.A. account.

| Tier | Employer Contribution |
|----------|------------------------------------------|
| Employee | \$900.00/mo. |
| Family | \$1, 5 ³ 00.00/mo. |

- 20.2 Additional life insurance can be purchased by employees to the extent allowed under the EMPLOYER'S group policy.
- 20.3 Individual employees may provide for an increased EMPLOYER contribution for insurance over that amount stipulated by 20.1 by lowering their salary from the rates stipulated in APPENDIX A to provide for an increased EMPLOYER contribution which will fully pay for the employee's health, dental, and life insurances, including dependent coverages.

Article 21 – Holidays

- 21.1 All employees shall receive the following ~~eleven~~^{twelve} full-day holidays:

- ~~New Year's Day~~
- ~~Martin Luther King Day~~
- ~~President's Day~~
- ~~Memorial Day~~
- ~~Independence Day~~
- ~~Labor Day~~
- ~~Veteran's Day~~
- ~~Thanksgiving Day~~
- ~~Friday after Thanksgiving Day~~
- ~~Christmas Eve~~
- ~~Christmas Day~~

| | <u>2024</u> | <u>2025</u> | <u>2026</u> |
|---------------------------|------------------|------------------|------------------|
| <u>New Years Day</u> | <u>1/1/2024</u> | <u>1/1/2025</u> | <u>1/1/2026</u> |
| <u>Martin Luther King</u> | <u>1/15/2024</u> | <u>1/20/2025</u> | <u>1/19/2026</u> |
| <u>President's Day</u> | <u>2/19/2024</u> | <u>2/17/2025</u> | <u>2/16/2026</u> |
| <u>Memorial Day</u> | <u>5/27/2024</u> | <u>5/26/2025</u> | <u>5/25/2026</u> |
| <u>Juneteenth</u> | <u>6/19/2024</u> | <u>6/19/2024</u> | <u>6/19/2026</u> |
| <u>Independence Day</u> | <u>7/4/2024</u> | <u>7/4/2025</u> | <u>7/4/2026</u> |

| | | | |
|--------------------------------------|-------------------|-------------------|-------------------|
| <u>Labor Day</u> | <u>9/2/2024</u> | <u>9/1/2025</u> | <u>9/7/2026</u> |
| <u>Veteran's Day</u> | <u>11/11/2024</u> | <u>11/11/2025</u> | <u>11/11/2026</u> |
| <u>Thanksgiving Day</u> | <u>11/28/2024</u> | <u>11/27/2025</u> | <u>11/26/2026</u> |
| <u>Friday after Thanksgiving Day</u> | <u>11/29/2024</u> | <u>11/28/2025</u> | <u>11/27/2026</u> |
| <u>Christmas Eve</u> | <u>12/24/2024</u> | <u>12/24/2025</u> | <u>12/24/2026</u> |
| <u>Christmas Day</u> | <u>12/25/2024</u> | <u>12/25/2025</u> | <u>12/25/2026</u> |

21.2 In the event any of the above mentioned holidays fall on a Saturday, the Friday before will be the holiday. If they fall on a Sunday, the Monday following will be the holiday.

~~21.3~~ 21.3 All hours worked on the actual holiday as listed in Article 21.1, shall be paid at three (3) times the employee's straight time rate of pay. If a holiday falls on a Saturday or Sunday, the observed holiday shall be paid at time and a half (1.5) the employee's straight time rate of pay.

Article 22 – Scope of Agreement

- 22.1 No addendum to the MASTER AGREEMENT can be in conflict with this MASTER AGREEMENT.

Article 23 – Sick Leave

- 23.1 Eight (8) hours per month shall be granted all employees with a maximum accumulation of nine hundred sixty (960) hours.
- 23.2 Sick leave may be granted for maximum of three (3) days for the death of an employee's spouse, children, step-children, children-in-law, parents, step-parents, parents-in-law, siblings, step-siblings, siblings-in-law, grandparents, grandparents-in-law, grandchildren, step-grandchildren, aunts, uncles, nieces, nephews, or a member of the employee's immediate household.

Article 24 – Injury on Duty

- 24.1 Employees injured during performance of their duties and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular rate of pay and Worker's Compensation insurance payments for a period no to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave, or other accumulated pay benefits, after a five (5) working day initial waiting period per injury. The five (5) working days waiting period shall not be charged to the employee's sick leave. Employees drawing Worker's Compensation benefits will not receive supplementary IOD pay or sick leave pay which provides for more after-tax take-home pay than the employee made while working.
- 24.2 Eligibility to use injury on duty pay shall cease nine (9) calendar months from the date of injury.

Article 25 – Vacation / Compensation Time Carryover

- 25.1 The EMPLOYER agrees to the following vacation schedule for all employees:
- | | |
|---------------------|--------------------|
| 0 through 5 years | 80 hours per year |
| 6 through 10 years | 120 hours per year |
| 11 through 15 years | 140 hours per year |
| 16 years and over | 160 hours per year |
- 25.2 Employees may carry over one-hundred sixty (160) hours of vacation into the next calendar year as long as the employee is in good standing as defined by the personnel policy / city code.
- 25.3 An employee may accrue and use compensation time through the year, and at any point during the year, the employee can never have above forty (40) hours in their compensation time bank. At year's end the employee shall be allowed to only carry over a maximum of forty (40) hours of compensation time to the next year. Any hours not

carried over shall be paid to the employee at their current year's rate of pay. All compensation hours need to be used during the last full payroll that is paid in the same calendar year.

- 25.4 The employer will allow up to three (3) bargaining unit members to be off at one time. [This does not include the Public Works ~~Superintendent~~Director.] Employees can only request vacation one year in advance, within the calendar year. The earliest request after the first working day of the year will have priority. Additional requests may be approved by the Public Works Director.

Article 26 – Severance Pay

- 26.1 Severance pay will occur according to the following tiered structure:

| Ranges | Severance Percentages |
|---------------|------------------------------|
| 0 – 5 years | 0% |
| 6 – 10 years | 25% (240 hours) |
| 11 – 15 years | 30% (288 hours) |
| 16 – 20 years | 40% (384 hours) |
| 21+ years | 55% (524 hours) |

- 26.2 No severance pay will be paid if termination is due to disciplinary action.

Article 27 – Waiver

- 27.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by the AGREEMENT, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

Article 28 – Duration

28.1 This AGREEMENT shall be effective as of January 1, 202~~14~~, and shall remain in full force and effect until December 31, 202~~63~~.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the ~~79~~th day of ~~November~~August, 202~~30~~.

FOR THE CITY OF MINNETRISTA

FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO.
49 AFL-CIO

Lisa Whalen, Mayor

Glen Johnson, Business Manager

~~Michael Barone~~Jasper Kruggel, City Administrator

Ronald Boesel, ABR

~~Kris Linquist~~Dawn Motzko, City Clerk

Carter Ostlie, Steward

Mark Klein, Steward

Appendix A - Wages

Public Works Maintenance Worker Wages

| <u>1/1/2024</u> | <u>12.25% increase over Dec 31, 2023 Rates (9.25% market/3% COLA)</u> | | |
|------------------------------------------|-----------------------------------------------------------------------|-------------------------|------------------------|
| | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$61,451.94</u> | <u>\$5,120.99</u> | <u>\$29.54</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$64,090.26</u> | <u>\$5,340.86</u> | <u>\$30.81</u> |
| <u>Step 3 - After 2 years of service</u> | <u>\$67,288.94</u> | <u>\$5,607.41</u> | <u>\$32.35</u> |
| <u>Step 4 - After 3 years of service</u> | <u>\$70,977.92</u> | <u>\$5,914.83</u> | <u>\$34.12</u> |
| <u>Step 5 - After 4 years of service</u> | <u>\$75,647.52</u> | <u>\$6,303.96</u> | <u>\$36.37</u> |

| <u>1/1/2025</u> | <u>3.5% increase over Dec 31, 2024 Rates</u> | | |
|------------------------------------------|----------------------------------------------|-------------------------|------------------------|
| | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$63,602.75</u> | <u>\$5,300.23</u> | <u>\$30.58</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$66,333.42</u> | <u>\$5,527.78</u> | <u>\$31.89</u> |
| <u>Step 3 - After 2 years of service</u> | <u>\$69,644.05</u> | <u>\$5,803.67</u> | <u>\$33.48</u> |
| <u>Step 4 - After 3 years of service</u> | <u>\$73,462.15</u> | <u>\$6,121.85</u> | <u>\$35.32</u> |
| <u>Step 5 - After 4 years of service</u> | <u>\$78,295.18</u> | <u>\$6,524.60</u> | <u>\$37.64</u> |

| <u>1/1/2026</u> | <u>3.75% increase over July 1, 2025 Rates</u> | | |
|------------------------------------------|-----------------------------------------------|-------------------------|------------------------|
| | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$65,987.86</u> | <u>\$5,498.99</u> | <u>\$31.72</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$68,820.92</u> | <u>\$5,735.08</u> | <u>\$33.09</u> |
| <u>Step 3 - After 2 years of service</u> | <u>\$72,255.70</u> | <u>\$6,021.31</u> | <u>\$34.74</u> |
| <u>Step 4 - After 3 years of service</u> | <u>\$76,216.98</u> | <u>\$6,351.41</u> | <u>\$36.64</u> |
| <u>Step 5 - After 4 years of service</u> | <u>\$81,231.25</u> | <u>\$6,769.27</u> | <u>\$39.05</u> |

| <u>2021</u> | <u>2.50 % increase over Dec 31, 2020 Rates</u> | | |
|------------------------------------------|------------------------------------------------|-------------------------|------------------------|
| <u>Step</u> | <u>Annual-Base-Pay</u> | <u>Monthly-Base-Pay</u> | <u>Hourly-Base-Pay</u> |
| <u>Step 1 - Start</u> | <u>\$51,355.20</u> | <u>\$4,279.60</u> | <u>\$24.69</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$53,560.00</u> | <u>\$4,463.33</u> | <u>\$25.75</u> |
| <u>Step 3 - After 2 years of service</u> | <u>\$56,222.40</u> | <u>\$4,685.20</u> | <u>\$27.03</u> |
| <u>Step 4 - After 3 years of service</u> | <u>\$59,300.80</u> | <u>\$4,941.73</u> | <u>\$28.51</u> |
| <u>Step 5 - After 4 years of service</u> | <u>\$63,211.20</u> | <u>\$5,267.60</u> | <u>\$30.39</u> |

| <u>2022</u> | <u>3.25 % increase over Dec 31, 2021 Rates</u> | | |
|-----------------------------------------|------------------------------------------------|-------------------------|------------------------|
| <u>Step</u> | <u>Annual-Base-Pay</u> | <u>Monthly-Base-Pay</u> | <u>Hourly-Base-Pay</u> |
| <u>Step 1 - Start</u> | <u>\$53,019.20</u> | <u>\$4,418.27</u> | <u>\$25.49</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$55,307.20</u> | <u>\$4,608.93</u> | <u>\$26.59</u> |

| | | | |
|--------------------------------------------|------------------------|-----------------------|--------------------|
| Step 3 After 2 years of service | \$58,052.80 | \$4,837.73 | \$27.91 |
| Step 4 After 3 years of service | \$61,235.20 | \$5,102.93 | \$29.44 |
| Step 5 After 4 years of service | \$65,270.40 | \$5,439.20 | \$31.38 |

| | | | |
|--------------------------------------------|-----------------------------------------|------------------------------|-----------------------------|
| 2023 | 3.25 % increase over Dec 31, 2022 Rates | | |
| Step | Annual- Base Pay | Monthly- Base Pay | Hourly- Base Pay |
| Step 1 Start | \$54,745.60 | \$4,562.13 | \$26.32 |
| Step 2 After 1 year of service | \$57,096.00 | \$4,758.00 | \$27.45 |
| Step 3 After 2 years of service | \$59,945.60 | \$4,995.47 | \$28.82 |
| Step 4 After 3 years of service | \$63,232.00 | \$5,269.33 | \$30.40 |
| Step 5 After 4 years of service | \$67,392.00 | \$5,616.00 | \$32.40 |

Appendix B - Wages

Public Works Water/~~Sewer~~-Treatment Plant Operator Wages

| <u>1/1/2024</u> | <u>12.25% increase over Dec 31, 2023 Rates (9.25% market/3% COLA)</u> | | |
|------------------------------------------|-----------------------------------------------------------------------|-------------------------|------------------------|
| | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$70,819.84</u> | <u>\$5,901.65</u> | <u>\$34.05</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$75,479.04</u> | <u>\$6,289.92</u> | <u>\$36.29</u> |
| <u>Step 3 - After 2 years of service</u> | <u>\$80,200.38</u> | <u>\$6,683.37</u> | <u>\$38.56</u> |
| <u>Step 4 - After 3 years of service</u> | <u>\$84,940.02</u> | <u>\$7,078.34</u> | <u>\$40.84</u> |
| <u>Step 5 - After 4 years of service</u> | <u>\$90,053.24</u> | <u>\$7,504.44</u> | <u>\$43.29</u> |

| <u>1/1/2025</u> | <u>3.5% increase over Dec 31, 2024 Rates</u> | | |
|------------------------------------------|----------------------------------------------|-------------------------|------------------------|
| | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$73,298.53</u> | <u>\$6,108.21</u> | <u>\$35.24</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$78,120.81</u> | <u>\$6,510.07</u> | <u>\$37.56</u> |
| <u>Step 3 - After 2 years of service</u> | <u>\$83,007.39</u> | <u>\$6,917.28</u> | <u>\$39.91</u> |
| <u>Step 4 - After 3 years of service</u> | <u>\$87,912.92</u> | <u>\$7,326.08</u> | <u>\$42.27</u> |
| <u>Step 5 - After 4 years of service</u> | <u>\$93,205.10</u> | <u>\$7,767.09</u> | <u>\$44.81</u> |

| <u>1/1/2026</u> | <u>3.75% increase over July 1, 2025 Rates</u> | | |
|------------------------------------------|-----------------------------------------------|-------------------------|------------------------|
| | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$76,047.23</u> | <u>\$6,337.27</u> | <u>\$36.56</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$81,050.34</u> | <u>\$6,754.19</u> | <u>\$38.97</u> |
| <u>Step 3 - After 2 years of service</u> | <u>\$86,120.17</u> | <u>\$7,176.68</u> | <u>\$41.40</u> |
| <u>Step 4 - After 3 years of service</u> | <u>\$91,209.66</u> | <u>\$7,600.80</u> | <u>\$43.85</u> |
| <u>Step 5 - After 4 years of service</u> | <u>\$96,700.29</u> | <u>\$8,058.36</u> | <u>\$46.49</u> |

| <u>2021</u> | <u>2.50 % increase over Dec 31, 2020 Rates</u> | | |
|------------------------------------------|------------------------------------------------|-------------------------|------------------------|
| <u>Step</u> | <u>Annual-Base Pay</u> | <u>Monthly-Base Pay</u> | <u>Hourly-Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$59,300.80</u> | <u>\$4,941.73</u> | <u>\$28.51</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$63,211.20</u> | <u>\$5,267.60</u> | <u>\$30.39</u> |
| <u>Step 3 - After 2 years of service</u> | <u>\$67,017.60</u> | <u>\$5,584.80</u> | <u>\$32.22</u> |
| <u>Step 4 - After 3 years of service</u> | <u>\$70,969.60</u> | <u>\$5,914.13</u> | <u>\$34.12</u> |
| <u>Step 5 - After 4 years of service</u> | <u>\$75,254.40</u> | <u>\$6,271.20</u> | <u>\$36.18</u> |

| <u>2022</u> | <u>3.25 % increase over Dec 31, 2021 Rates</u> | | |
|-----------------------------------------|------------------------------------------------|-------------------------|------------------------|
| <u>Step</u> | <u>Annual-Base Pay</u> | <u>Monthly-Base Pay</u> | <u>Hourly-Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$61,235.20</u> | <u>\$5,102.93</u> | <u>\$29.44</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$65,270.40</u> | <u>\$5,439.20</u> | <u>\$31.38</u> |

| | | | |
|--------------------------------------------|-------------|------------|---------|
| Step 3 After 2 years of service | \$69,201.60 | \$5,766.80 | \$33.27 |
| Step 4 After 3 years of service | \$73,278.40 | \$6,106.53 | \$35.23 |
| Step 5 After 4 years of service | \$77,708.80 | \$6,475.73 | \$37.36 |

| | | | |
|--------------------------------------------|-----------------------------------------|------------------------------|-----------------------------|
| 2023 | 3.25 % increase over Dec 31, 2022 Rates | | |
| Step | Annual- Base Pay | Monthly- Base Pay | Hourly- Base Pay |
| Step 1 Start | \$63,232.00 | \$5,269.33 | \$30.40 |
| Step 2 After 1 year of service | \$67,392.00 | \$5,616.00 | \$32.40 |
| Step 3 After 2 years of service | \$71,448.00 | \$5,954.00 | \$34.35 |
| Step 4 After 3 years of service | \$75,670.40 | \$6,305.87 | \$36.38 |
| Step 5 After 4 years of service | \$80,225.60 | \$6,685.47 | \$38.57 |

Appendix C - Wages

Public Works Lead Assignment

| | | | |
|------------------------------------------------|-----------------------------------------------------------------------|--------------------------------|-------------------------------|
| 1/1/2024 | <u>12.25% increase over Dec 31, 2023 Rates (9.25% market/3% COLA)</u> | | |
| - | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$80,177.03</u> | <u>\$6,681.42</u> | <u>\$38.55</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$84,916.68</u> | <u>\$7,076.39</u> | <u>\$40.83</u> |

| | | | |
|------------------------------------------------|----------------------------------------------|--------------------------------|-------------------------------|
| 1/1/2025 | <u>3.5% increase over Dec 31, 2024 Rates</u> | | |
| - | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$82,983.23</u> | <u>\$6,915.27</u> | <u>\$39.90</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$87,888.76</u> | <u>\$7,324.06</u> | <u>\$42.25</u> |

| | | | |
|------------------------------------------------|-----------------------------------------------|--------------------------------|-------------------------------|
| 1/1/2026 | <u>3.75% increase over July 1, 2025 Rates</u> | | |
| - | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$86,095.10</u> | <u>\$7,174.59</u> | <u>\$41.39</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$91,184.59</u> | <u>\$7,598.72</u> | <u>\$43.84</u> |

| | | | |
|------------------------------------------------|------------------------------------------------|-------------------------------------|------------------------------------|
| 2021 | <u>2.50 % increase over Dec 31, 2020 Rates</u> | | |
| Step | <u>Annual- Base Pay</u> | <u>Monthly- Base Pay</u> | <u>Hourly- Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$66,996.80</u> | <u>\$5,583.07</u> | <u>\$32.21</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$70,948.80</u> | <u>\$5,912.40</u> | <u>\$34.11</u> |

| | | | |
|------------------------------------------------|------------------------------------------------|-------------------------------------|------------------------------------|
| 2022 | <u>3.25 % increase over Dec 31, 2021 Rates</u> | | |
| Step | <u>Annual- Base Pay</u> | <u>Monthly- Base Pay</u> | <u>Hourly- Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$69,180.80</u> | <u>\$5,765.07</u> | <u>\$33.26</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$73,257.60</u> | <u>\$6,104.80</u> | <u>\$35.22</u> |

| | | | |
|------------------------------------------------|------------------------------------------------|-------------------------------------|------------------------------------|
| 2023 | <u>3.25 % increase over Dec 31, 2022 Rates</u> | | |
| Step | <u>Annual- Base Pay</u> | <u>Monthly- Base Pay</u> | <u>Hourly- Base Pay</u> |
| <u>Step 1 - Start</u> | <u>\$71,427.20</u> | <u>\$5,952.27</u> | <u>\$34.34</u> |
| <u>Step 2 - After 1 year of service</u> | <u>\$75,649.60</u> | <u>\$6,304.13</u> | <u>\$36.37</u> |

Appendix D – Clothing / Footwear / Prescription Safety Glasses

Item D-1 - Clothing

The EMPLOYER will provide uniforms (shirts and pants) for employees. The EMPLOYER will provide department jackets and ID badges with City logo. Style of jacket to be determined by management. The EMPLOYER will provide a “polo” style shirt with logo for wearing at designated events.

The EMPLOYER will provide uniforms (shirts and pants) for employees.

The EMPLOYER will provide department jackets and ID badges with the City logo. Style of jacket to be determined by management.

Item D-2 - Footwear

The EMPLOYER will provide the following, pro-rata for length of service under this contract, on a voucher basis for approved footwear of two-hundred and fifty (\$2500) dollars per year, or a total of ~~six-seven~~ hundred and fifty (\$75600) dollars [maximum] for the duration of the contract. Other allowable expenditures of the Footwear allowance are socks and insoles.

The sum total of ~~six-seven~~ hundred and fifty (\$75600) dollars may be used at any time during the life of this contract. However, if an employee spends all seven hundred and fifty (\$75600) prior to the end of the contract and then ends his/her employment with the City, he/she must reimburse a pro-rated amount of the Clothing / Footwear / Prescription safety glasses expenses.

Item D-3 – Prescription Safety Glasses

The EMPLOYER will provide two-hundred fifty (\$250) dollars per year for prescriptions safety glasses. The sum total of seven-hundred fifty (\$750) dollars may be used at any time during the life of this three-year contract.

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 6B

Subject: Consider Approval of the Law Enforcement Labor Services (LELS)
Local No. 116 Labor Agreement for 2024 - 2026

Prepared By: Jasper Kruggel, City Administrator, on behalf of the Personnel Committee: Mayor Lisa Whalen, Councilmember Cathleen Reffkin, Finance Director Brian Grimm, and Director of Administration Allie Polsfuss

Meeting Date: August 7, 2023

Issue: The existing LELS Local No. 116 labor agreement expires on December 31, 2023. The Personnel Committee recommends approval of a new three (3) year labor agreement from 2024 through 2026. If approved by the City Council, the labor agreement will be executed with LELS Local No. 116. The union group has agreed to the terms included in the new contract.

Overview: Below is a summary of the contract language changes recommended by the Personnel Committee and agreed upon by the LELS Local No. 116 group. Also, attached you will find a redline version of the proposed contract.

1. Revised contract to reflect 2024 – 2026 contract period
2. **Article 13.1** - Family contribution changes from \$1,300 to \$1,500
3. **Article 18.1** – added Juneteenth, removed the one floating holiday language (redundant in Article 18.3, and adjusted the total holidays from 11 to 12 reflecting the addition of Juneteenth)
4. **Article 20.1** –added language to clarify contract language. Describes that employees shall be compensated for stand-by/court time while required by the court, while off duty, during regular court hours.
5. **Article 21** – demonstrates a 10% adjustment in 2024, 1 5% adjustment in 2025, and a 4% adjustment in 2026. The longevity table is also updated to show a 4%/4%/5% in each year.

The major component of this contract is a compensation market adjustment in 2024. Benchmark city data which includes adopted union agreements drives these numbers, and the market adjustments included in this contract proposal allow the City of Minnetrista to be competitive in the market and should favor Minnetrista in the retainment and recruitment of qualified and competent employees.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Recommended City Council Action: The Personnel Committee recommends to the City Council to approve the proposed labor agreement between the LELS Local No. 116 labor union and the City of Minnetrista for a period of three years, January 1, 2024 through December 31, 2026, with terms and conditions outlined in this staff memo and in the redline version on the agreement included in this packet.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

LABOR AGREEMENT

BETWEEN

CITY OF MINNETRISTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

(LOCAL NO. 116)

JANUARY 1, ~~2021~~2024- DECEMBER 31, ~~2023~~2026

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**LABOR AGREEMENT
BETWEEN
CITY OF MINNETRISTA
AND LAW ENFORCEMENT LABOR SERVICES, TNC.
(LOCAL NO. 116)**

ARTICLE 1- PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 202~~1~~⁴ between the City of Minnetrista, hereinafter called the EMPLOYER, and Local No. 116 of Law Enforcement Labor Services, Inc., hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form, the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2- RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minn. Stat., 179A.03, subd. 7 & 14, for all employees of the Police Officer bargaining unit as identified by the Bureau of Mediation Services, Certification and Exclusive Representative dated August 3, 1983, Case No. 84-PR-8-A.

ARTICLE 3- DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (Local No. 116).
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 116).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: Minnetrista Public Safety Department.
- 3.5 EMPLOYER: City of Minnetrista.
- 3.6 PUBLIC SAFETY DIRECTOR: Minnetrista Public Safety Director and C.L.E.O.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 116).
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employees scheduled shift.

- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during a scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during a scheduled shift during which the employees assigned patrol duties remain on continual duty and are responsible for assigned duties.
- 3.12 PROBATIONARY STATUS: An employee's first twelve months of continuous employment.

ARTICLE 4- EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, facilities and equipment; establish functions and programs; set and amend budgets; determine the utilization of technology; establish and modify the organizational structure, select, direct and determine the number of personnel; establish work schedules and perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 5- UNION SECURITY

- 5.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly UNION dues. Such ~~monneys~~money shall be remitted to the UNION.
- 5.2 The UNION may designate employees from the bargaining unit to act as Steward and alternate and shall inform the EMPLOYER, in writing, of such notice and changes in the position of Steward and/or alternate.
- 5.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements.
- 5.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issues against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 6- SAVINGS CLAUSE

This Agreement is subject to law. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 7- EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The EMPLOYER will recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER, in writing, of the names of such UNION Representatives and their successors when so designated, as provided by 5.2 of this Agreement.
- 7.3 Process of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore, be accomplished during normal working hours, only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:
 - Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated Representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days

after the EMPLOYER-designated Representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

- Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 Representative, who shall give the UNION the EMPLOYERS Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated Representatives final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.
- Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 Representative. The EMPLOYER-designated Representative shall give the UNION the EMPLOYERS answer in writing within ten (10) calendar days after receipt of grievance. A grievance not resolved in Step 3 may be appealed to such Step 4 within ten (10) calendar days following the EMPLOYER-designated representatives final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.
- Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended, The selection of an arbitrator shall be made in accordance with the procedures adopted by the Minnesota Bureau of Mediation Services.

7.5 Arbitrators Authority

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrators decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrators interpretation or

application of the express terms of this Agreement and to the facts of the grievance presented.

- c. The fees and expenses for the arbitrator's services and proceeding shall be borne equally by the EMPLOYER and the UNION, provided each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to, the next step within the specified time limit or any agreed extension thereof; it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limit, the UNION 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 written agreement of the EMPLOYER and the UNION in each step.

ARTICLE 8- DISCIPLINE

- 8.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a. ~~oral-verbal~~ reprimand
 - b. written reprimand
 - c. suspension
 - d. demotion
 - e. discharge
- 8.2 Suspensions, demotions and discharges will be in written form.
- 8.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 8.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 8.5 Discharges will be preceded by a five (5) day suspension without pay.
- 8.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

- 8.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article VII.

ARTICLE 9- SENIORITY

- 9.1 Seniority shall be determined by the employee's length of full-time continuous employment with the Public Safety Department and posted in an appropriate location. Seniority rosters may be maintained by the Public Safety Director on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the EMPLOYER. By mutual agreement, the parties may agree in writing to an extension of probation.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before a new employee is hired.
- 9.4 One continuous vacation period shall be selected on the basis of seniority until January 1st for the period on January 1st through June 30th and until July 1st for the period of July 1 through December 31st of each calendar year.

ARTICLE 10- WORK SCHEDULES

- 10.1 The normal work year for full-time employees will be equal to the number of Monday through Friday days in a calendar year multiplied by eight (8) hours, to be accounted for by each employee through:
- a. hours worked on assigned shifts
 - b. holidays
 - c. assigned training
 - d. authorized leave time
- 10.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 10.3 Departmental Meetings and Shoots. Employees who must attend a department meeting or shoot on a scheduled day off or are not regularly scheduled to work, will receive a minimum of three (3) hours of one and one half regular pay. Employees who are on duty or scheduled to work in conjunction with the department meeting or shoot will be entitled to an hour-for-hour regular rate of pay.

ARTICLE 11- OVERTIME

- 11.1 Employees will be compensated at one-and-one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employees scheduled shift, including training and department meetings when outside of the Officer's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 11.2 Overtime will be distributed as equally as practicable.
- 11.3 Overtime refused by employees will, for record purposes under Article 11.2, be considered as unpaid overtime worked.
- 11.4 For the purpose of computing overtime compensation - overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.6 Employees have the obligation to work overtime or recall to duty if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 11.7 During training, if an employee's lunch break is interrupted by an emergency or other investigatory action, the employee will be compensated at their regular rate of pay, unless this time qualifies them for 1.5 times their rate of pay under the provision of 11.1

ARTICLE 12- RECALL TO DUTY

- 12.1 An employee who is recalled to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employees' base pay rate. An extension of or early report to a scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE 13- INSURANCE

- 13.1 For 202~~4~~¹ the Employer will contribute per the following tier chart:

| Tier | Contribution |
|-------------|--------------------------------------------|
| Employee | \$900.00 / mo. |
| Family | \$1, 5 ³ 00.00 / mo. |

Qualifying benefits include, but may not be limited to, insurance premiums (individual & dependent health, dental, life, and long-term disability) and contributions to an individual H.S.A. account. There will be an insurance re-opener in 202~~5~~² and 202~~6~~³.

ARTICLE 14- UNIFORMS

14.1 The EMPLOYER will provide Uniforms and replacement equipment. The EMPLOYER retains the right to approve uniforms, equipment and footwear including purchase, replacement and reimbursement practice.

14.1.1 Footwear and Equipment Allowance: The employee shall be allocated up to five hundred fifty dollars (\$550) for the three (3) year term of the contract. This allowance is based on a \$183.33 contribution (average) for each year of the labor agreement; however, the total allowance can be spent at any time during the duration of this agreement.

14.2 Business attire for the investigator will be provide by the EMPLOYER, as determined by the Public Safety Director. The EMPLOYER retains the right to approve business attire including the purchase, replacement and reimbursement practice.

14.3 All items purchased by the department will remain the property of the department.

ARTICLE 15- SICK LEAVE

15.1 Full-time employees shall earn paid sick leave at the rate of eight (8) hours for each full month of continuous employment. Unused sick leave shall accumulate to a maximum of nine hundred sixty (960) hours.

15.2 Earned sick leave may be used by employees only for the following reasons:

15.2.1 Personal illness or a temporary physical disability which prevents the employee from performing job duties, responsibilities, and as mandated by law.

15.2.2 Sick leave may be used for the absence of any employee because of illness, injury or disability of the employee, or because the employee must care for the employees spouse, partner, child, parent, or sibling residing with the employee.

15.3 Severance Pay.

a. Employees must leave in Good Standing, meaning the employee must provide at least a two (2) week written notice to EMPLOYER prior to separation date. No severance pay will be paid if termination is due to a disciplinary action.

b. The following is the severance pay schedule effective January 1, 2019

| Years of Service | Percentage of Sick Leave Used for Severance |
|------------------|---------------------------------------------|
| 0-5 years | 0% |
| 6-10 years | 25% |
| 11-15 years | 30% |
| 16-20 years | 40% |
| 21+ years | 55% |

- c. Severance pay will be paid at the employee's hourly rate of pay at the time of separation.
- d. Effective with this contract, the EMPLOYER agrees to the adoption and administration of a qualifying post-employment health care savings plan for eligible employees. Eligible employees will contribute all severance benefits in Article 15.3(b) and twenty-five (25) dollars per pay check into the post-employment health care savings plan through Minnesota State Retirement System.

ARTICLE 16- LEAVES OF ABSENCE

16.1 Eligibility. To be eligible for paid absences as established by this Article, employee must have completed the first six (6) months of the probationary period and be full-time.

16.2 Injury on Duty. Employees injured during performance of their duties and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employees regular rate of pay and Workers Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employees vacation, sick leave or other accumulated pay benefits, after a five (5) working day initial waiting period per injury. The five (5) working days waiting period shall not be charged to the employee's sick leave. Employees drawing Worker's Compensation benefits will not receive supplementary IOD pay or sick leave pay which provides for more after-tax take- home pay than the employee made while working.

16.2.1 Eligibility to use injury on duty pay shall cease nine (9) calendar months from the date of the injury.

16.3 Funeral Leave. The employee shall receive a maximum of three (3) scheduled work days leave with pay to be used because of a death in the immediate family of the employee. Immediate family is defined to include spouse, child, parent, parent-in-law, brother, sister, partner, grandparent or grandchild.

With approval of the city Administrator the employee may use two (2) days accrued sick leave beyond the three days allowed, if they are able to demonstrate a need for the additional time.

With the approval of the city administrator the employee may use two (2) days accrued sick leave to attend the funeral of a non-immediate family member.

16.4 Jury Duty. Employees called for jury duty shall suffer no loss in their normal salary. Employees claiming jury duty pay shall sign over all jury duty pay to the EMPLOYER.

- 16.5 Military Reserve. Employees serving in the military reserve shall suffer no loss in their normal salary to the extent provided by law.
- 16.6 Employee Notice. Employees requesting to be absent from scheduled work with pay as provided by Sections 16.3, 16.4, and 16.5 shall have the personal responsibility to notify their supervisor as soon as possible prior to the start of their scheduled work day of their intended absence, the reasons for the absence and the expected duration of the absence.

ARTICLE 17- VACATIONS

- 17.1 Full-time employees shall accumulate paid vacation in accordance with the following schedule based on years of continuous service.

| Years of Service | Annual Accrual/Year | Carryover Allowed/Year |
|------------------|---------------------|------------------------|
| 0-5 years | 80 hours | 160 hours |
| 6-10 years | 120 hours | 160 hours |
| 11-15 years | 140 hours | 160 hours |
| 16-20 years | 160 hours | 160 hours |
| 21+ years | 180 hours | 160 hours |

- 17.2 Employees may carry over a maximum of one hundred sixty (160) hours of unused earned vacation into the succeeding calendar year.

ARTICLE 18- HOLIDAY

- 18.1 All full-time employees shall be entitled to observe the following holidays and shall be compensated at their regular pay rate for these days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, one (1/2) day each on Christmas Eve and New Year's Eve Day, ~~and one Floating Holiday~~; totaling ~~12~~ Holidays.
- 18.2 If licensed officers are required to work on an observed holiday (listed in 18.1), they shall be compensated at the rate of two (2) times their regular hourly rate in addition to the compensation rate specified in Section 18.1.
- 18.3 In addition to the holidays listed in 18.1, all full-time employees shall receive one (10 hour) floating holiday per year. The floating holiday must be used during the year and will not carry over to the next year. If an employee requests use of the floating holiday and is denied by the EMPLOYER, the employee will be paid ten (10) hours of regular pay.

ARTICLE 19- PART-TIME EMPLOYEE BENEFITS

- 19.1 Part-time employees regularly assigned by the EMPLOYER to work more than twenty (20) hours per week will receive prorated benefits under this Labor Agreement, except insurance benefits, which shall be provided as stated by the Contract between the EMPLOYER and the insurance carriers.

- 19.2 Part-time employees regularly assigned by the EMPLOYER to work less than twenty (20) hours per week shall not receive any benefits under this Labor Agreement.

ARTICLE 20- STAND-BY/COURT TIME

- 20.1 Employees shall be compensated one-half (½) hour of their regular hourly base pay for every hour placed on stand-by for court while off duty during court regular hours. Employees shall be responsible for checking with the department and/or attorney regarding their stand-by status.
- 20.2 An employee required to appear in court during scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three hour (3) minimum.
- 20.3 The EMPLOYER shall compensate employees at the I.R.S. rate, for mileage between home and court, when the Employee is off-duty and driving a personal vehicle.

ARTICLE 21- WAGES

- 21.1 Effective January 1, 2024~~4~~ employees' base pay shall be paid according to the following (~~103.0~~ % increase to base): Level increases will be honored. *Level 5, Level 6 and Level 7 wage calculation includes longevity pay as noted in the chart on page 16.

| <u>POLICE OFFICER</u> | <u>2024</u> | | |
|---------------------------------|------------------------|-------------------------|------------------------|
| <u>Step</u> | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Level 1 - Start</u> | <u>\$73,566.00</u> | <u>\$6,130.50</u> | <u>\$35.37</u> |
| <u>Level 2 - after 1 year</u> | <u>\$79,267.36</u> | <u>\$6,605.61</u> | <u>\$38.11</u> |
| <u>Level 3 - after 2 years</u> | <u>\$85,410.59</u> | <u>\$7,117.55</u> | <u>\$41.06</u> |
| <u>Level 4 - after 3 years</u> | <u>\$92,029.91</u> | <u>\$7,669.16</u> | <u>\$44.25</u> |
| <u>Level 5 - after 5 years</u> | <u>\$95,711.10</u> | <u>\$7,975.93</u> | <u>\$46.01</u> |
| <u>Level 6 - after 10 years</u> | <u>\$99,539.55</u> | <u>\$8,294.96</u> | <u>\$47.86</u> |
| <u>Level 7 - after 15 years</u> | <u>\$104,516.52</u> | <u>\$8,709.71</u> | <u>\$50.25</u> |

| <u>POLICE OFFICER</u> | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
|-------------------------------|------------------------|-------------------------|------------------------|
| <u>Level 1; Start</u> | <u>\$63,500.74</u> | <u>\$5,291.73</u> | <u>\$30.53</u> |
| <u>Level 2; After 1 year</u> | <u>\$68,422.04</u> | <u>\$5,701.84</u> | <u>\$32.90</u> |
| <u>Level 3; After 2 years</u> | <u>\$73,724.75</u> | <u>\$6,143.73</u> | <u>\$35.44</u> |
| <u>Level 4; After 3 years</u> | <u>\$79,438.42</u> | <u>\$6,619.87</u> | <u>\$38.19</u> |
| <u>Level 5; After 5 years</u> | <u>\$82,615.96</u> | <u>\$6,884.66</u> | <u>\$39.72*</u> |

~~Level 6; After 10 years — \$85,920.59 — \$7,160.05 — \$41.31*~~

~~Level 7; After 15 years — \$89,357.42 — \$7,446.45 — \$42.96*~~

Effective January 1, 202~~25~~²⁵ employees' base pay shall be paid according to the following (~~2.755.0~~^{2.54.0}% increase to base): Level increases will be honored. *Level 5, Level 6 and Level 7 wage calculation includes longevity pay as noted in the chart on page 16.

| <u>POLICE OFFICER</u> | <u>2025</u> | | |
|---------------------------------|------------------------|-------------------------|------------------------|
| <u>Step</u> | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Level 1 - Start</u> | <u>\$77,244.30</u> | <u>\$6,437.02</u> | <u>\$37.14</u> |
| <u>Level 2 - after 1 year</u> | <u>\$83,230.73</u> | <u>\$6,935.89</u> | <u>\$40.01</u> |
| <u>Level 3 - after 2 years</u> | <u>\$89,681.11</u> | <u>\$7,473.43</u> | <u>\$43.12</u> |
| <u>Level 4 - after 3 years</u> | <u>\$96,631.40</u> | <u>\$8,052.62</u> | <u>\$46.46</u> |
| <u>Level 5 - after 5 years</u> | <u>\$100,496.66</u> | <u>\$8,374.72</u> | <u>\$48.32</u> |
| <u>Level 6 - after 10 years</u> | <u>\$104,516.52</u> | <u>\$8,709.71</u> | <u>\$50.25</u> |
| <u>Level 7 - after 15 years</u> | <u>\$109,742.35</u> | <u>\$9,145.20</u> | <u>\$52.76</u> |

~~POLICE OFFICER — Annual Base Pay — Monthly Base Pay — Hourly Base Pay~~

~~Level 1; Start — \$65,247.01 — \$5,437.25 — \$31.37~~

~~Level 2; After 1 year — \$70,303.65 — \$5,858.64 — \$33.80~~

~~Level 3; After 2 years — \$75,752.18 — \$6,312.68 — \$36.42~~

~~Level 4; After 3 years — \$81,662.98 — \$6,801.91 — \$39.24~~

~~Level 5; After 5 years — \$84,887.90 — \$7,073.99 — \$40.81*~~

~~Level 6; After 10 years — \$88,283.41 — \$7,356.95 — \$42.44*~~

~~Level 7; After 15 years — \$92,697.58 — \$7,724.80 — \$44.57*~~

Effective January 1, 202~~36~~³⁶ employees' base pay shall be paid according to the following (~~2.54.0~~^{2.54.0}% increase to base): Level increases will be honored. *Level 5, Level 6 and Level 7 wage calculation includes longevity pay as noted in the chart on page 16.

| <u>POLICE OFFICER</u> | <u>2026</u> | | |
|--------------------------------|------------------------|-------------------------|------------------------|
| <u>Step</u> | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
| <u>Level 1 - Start</u> | <u>\$80,334.07</u> | <u>\$6,694.51</u> | <u>\$38.62</u> |
| <u>Level 2 - after 1 year</u> | <u>\$86,559.96</u> | <u>\$7,213.33</u> | <u>\$41.62</u> |
| <u>Level 3 - after 2 years</u> | <u>\$93,268.36</u> | <u>\$7,772.36</u> | <u>\$44.84</u> |

| | | | |
|---------------------------------|---------------------|-------------------|----------------|
| <u>Level 4 - after 3 years</u> | <u>\$100,496.66</u> | <u>\$8,374.72</u> | <u>\$48.32</u> |
| <u>Level 5 - after 5 years</u> | <u>\$104,516.52</u> | <u>\$8,709.71</u> | <u>\$50.25</u> |
| <u>Level 6 - after 10 years</u> | <u>\$108,697.18</u> | <u>\$9,058.10</u> | <u>\$52.26</u> |
| <u>Level 7 - after 15 years</u> | <u>\$114,132.04</u> | <u>\$9,511.00</u> | <u>\$54.87</u> |

| <u>POLICE OFFICER</u> | <u>Annual base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
|-------------------------|------------------------|-------------------------|------------------------|
| Level 1; Start | \$66,878.18 | \$5,573.18 | \$32.15 |
| Level 2; After 1 year | \$72,061.24 | \$6,005.10 | \$34.64 |
| Level 3; After 2 years | \$77,645.99 | \$6,470.50 | \$37.33 |
| Level 4; After 3 years | \$83,663.55 | \$6,971.96 | \$40.22 |
| Level 5; After 5 years | \$87,010.09 | \$7,250.84 | \$41.83 |
| Level 6; After 10 years | \$90,490.50 | \$7,540.87 | \$43.51 |
| Level 7; After 15 years | \$95,015.02 | \$7,917.92 | \$45.68 |

Longevity:

| <u>YEAR</u> | <u>Level 5</u> | <u>Level 6</u> | <u>Level 7</u> |
|-------------------------|----------------|----------------|----------------|
| <u>20241</u> | 4.0% | 4.0% | <u>54.0%</u> |
| <u>20252</u> | 4.0% | 4.0% | 5.0% |
| <u>20263</u> | 4.0% | 4.0% | 5.0% |

- Longevity reflected in Level 5, Level 6 and Level 7 in wage chart.

21.2 ASSIGNMENT: INVESTIGATOR, SCHOOL RESOURCE OFFICER, AND DTF
Officers assigned by the EMPLOYEE to the positions of (1) Investigator, (1) School Resource Officer (SRO), and (1) Drug Task Force Officer (DTF) shall be paid a differential of:

2024~~1~~: \$ 1.50/hour
2025~~2~~: \$ 1.50/hour
2026~~3~~: \$ 1.50/hour

21.3 FIELD TRAINING OFFICER

It is understood that the Director of Public Safety may assign qualified officers as Field Training Officers (FTO) for training new officers. Such FTO officers shall receive an additional \$2.00/hour to their regular rate of pay while actively assigned to FTO duties.

21.4 TRAVEL TIME

An employee's travel time will be compensated in accordance with FLSA language.

21.5 MEALS:

Meals will be compensated per the City's handbook rates.

21.6 COMP TIME:

Instead of overtime, employees may earn compensatory time off on a time-and one-half basis for all overtime hours. Employees may "bank" up to sixty (60) hours of compensatory time throughout the year with the option to cash it out. If overtime is required of an employee having the maximum balance, that overtime shall be paid out. This paid amount shall be included in the employee's bi-weekly paycheck.

An employee shall be allowed to carry over a maximum of ~~20~~ 40 hours of compensation time from one year to another. Any hours not carried over shall be paid to the employee at their current year's rate of pay.

Holiday pay may be banked in to the compensatory bank at regular time in lieu of being paid out on the holiday.

21.7 WAGES – INSTRUCTOR PAY

For an employee assigned by the Public Safety Director to provide active training to other employees in the department, that employee shall receive compensation at 1½ times the employee's normal rate of pay during the instructional period – even if the time is during their scheduled 80 hours per two week work schedule.

ARTICLE 22- P.O.S.T.

- 22.1 The EMPLOYER shall pay the P.O.S.T. license fee of each employee. Employees are responsible for maintaining their license and abiding by their Oath of Office.

ARTICLE 23- WAIVER

- 23.1 Any and all prior agreements, resolutions, practices, rules, policies and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 23.2 The parties mutually acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation to either or both of the parties at the time this Contract was negotiated or executed.

ARTICLE 24- DURATION

This Agreement shall be effective as of January 1, 202~~4~~¹ and shall remain in full force and effect until the December 31, 202~~6~~³.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as approved by the Minnetrista City Council on the ~~5th day of April, 2021~~^{7th day of August, 2023}.

City of Minnetrista

Law Enforcement Labor Services, Inc.

Mayor, City of Minnetrista

L.E.L.S. Business Agent

City Clerk, City of Minnetrista

Union Steward, L.E.L.S. Local #116

City Administrator, City of Minnetrista

Union Steward, L.E.L.S. Local #116

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 6C

Subject: Consider Approval of the Law Enforcement Labor Services (LELS)
Local No. 343 Labor Agreement for 2024 - 2026

Prepared By: Jasper Kruggel, City Administrator, on behalf of the Personnel Committee: Mayor Lisa Whalen, Councilmember Cathleen Reffkin, Finance Director Brian Grimm, and Director of Administration Allie Polsfuss

Meeting Date: August 7, 2023

Issue: The existing LELS Local No. 343 labor agreement expires on December 31, 2023. The Personnel Committee recommends approval of a new three (3) year labor agreement from 2024 through 2026. If approved by the City Council, the labor agreement will be executed with LELS Local No. 343. The union group has agreed to the terms included in the new contract.

Overview: Below is a summary of the contract language changes recommended by the Personnel Committee and agreed upon by the LELS Local No. 343 group. Also, attached you will find a redline version of the proposed contract.

1. Revised contract to reflect 2024 – 2026 contract period
2. **Article 14** – Family contribution changes from \$1,300 to \$1,500
3. **Article 15.2** – reflects a total of \$600 or \$200 per year
4. **Article 19.1** – addition of Juneteenth to list of holidays
5. **Article 20.1** – added language to clarify stand-by time
6. **Article 21.2** – added promotion language
7. **Article 21** – wages demonstrate a 10.5% increase in 2024, a 5% increase in 2025, and a 4% increase in 2026 for both Sergeant and Lieutenant positions. Additionally, Sergeant longevity will be 2.5% for pay levels 4, 5, and 6, and Lieutenant longevity will be 2.5% for pay levels 2, 3, and 4.

The major component of this contract is a compensation market adjustment in 2024. Benchmark city data which includes adopted union agreements drives these numbers, and the market adjustments included in this contract proposal allow the City of Minnetrista to be competitive in the market and should favor Minnetrista in the retainment and recruitment of qualified and competent employees.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Recommended City Council Action: The Personnel Committee recommends to the City Council to approve the proposed labor agreement between the LELS Local No. 343 labor union and the City of Minnetrista for a period of three years, January 1, 2024 through December 31, 2026, with terms and conditions outlined in this staff memo and in the redline version on the agreement included in this packet.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

AGREEMENT
BETWEEN
CITY OF MINNETRISTA
AND



LAW ENFORCEMENT LABOR SERVICES, INC.
(POLICE SUPERVISORY LOCAL #343)

JANUARY 1, 202~~14~~¹⁵ – DECEMBER 31, 202~~35~~³⁶

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ARTICLE 1 – PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Minnetrista, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form, the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 – RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, for all supervisory essential licensed employees of the City of Minnetrista Police Department, Minnetrista Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other employees as identified by the Bureau of Mediation Services, Certification and Exclusive Representative dated January 4, 2008, Case No. 08-PCE-0560.

ARTICLE 3 – DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (Local #343).
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local #343).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: Minnetrista Public Safety Department.
- 3.5 EMPLOYER: City of Minnetrista.
- 3.6 PUBLIC SAFETY DIRECTOR: Minnetrista Public Safety Director and C.L.E.O.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., (Local #343).
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employees scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during a scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 MEAL BREAK: A period during a scheduled shift when employees may take a thirty-minute unpaid break to eat a meal. Although meal breaks are predominately for the

benefit of employees, employees are subject to being called to duty during a meal break. Time spent responding to such calls is compensable.

- 3.12 PROBATIONARY STATUS: A new employee's first twelve (12) months of continuous employment. A promoted employee's first six (6) months of continuous employment.
- 3.13 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges or obligations of employment, or other action as defined by law.

ARTICLE 4 – EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this Agreement the UNION will not cause, encourage, participate in or support any strike, slow down, or other interruption of or interference with the normal function of the EMPLOYER.

ARTICLE 5 – EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, facilities and equipment; establish functions and programs; set and amend budgets; determine the utilization of technology; establish and modify the organizational structure, select, direct and determine the number of personnel; establish work schedules and perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 6 – UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly UNION dues. Such moneys shall be remitted to the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as Steward and alternate and shall inform the EMPLOYER, in writing, of such notice and changes in the position of Steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements.
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issues against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7 – SAVINGS CLAUSE

- 7.1 This Agreement is subject to law. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8 – EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 8.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 8.2 Union Representatives. The EMPLOYER will recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER, in writing, of the names of such UNION Representatives and their successors when so designated, as provided by 6.2 of this Agreement.
- 8.3 Process of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours, only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 8.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated Representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated Representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator, who shall be the designated Step 2 Representative.

The City Administrator shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance.

Step 3. If a grievance is not resolved at Step 3, the Union may appeal the grievance to Step 3 (arbitration) by requesting a list of arbitrators from the Bureau of Mediation Services within ten (10) days after the City Administrator's answer at Step 2, or the time for providing an answer expires, whichever is earlier. The selection of an arbitrator shall be made in accordance with the procedures adopted by the Minnesota Bureau of Mediation Services. If the Union does not request a list of arbitrators in writing within ten (10) calendar days, the grievance shall be considered waived and an arbitrator shall have no authority to hear it.

8.5 Arbitrators Authority

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- c. The fees and expenses for the arbitrator's services and proceeding shall be borne equally by the EMPLOYER and the UNION, provided each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

8.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limit, the grievance is denied at that step and the UNION may appeal the grievance to the next step within ten (10) calendar days after the date the time limit expires. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION.

8.7 Choice of Remedy. If as a result of the written EMPLOYER response to Step 2, the

grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed pursuant to Step 3 of Article or pursuant to another hearing procedure such as the procedure set forth in the Veteran's Preference Act, if applicable to the employee. If appealed pursuant to any procedure other than Step 3 of Article 8, the grievance is not subject to arbitration under Step 3 of Article 8. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 3 of Article 8 or another appeal procedure provided by law, and shall sign a statement acknowledging that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article 8. The election set forth in this paragraph shall not apply to claims subject to the jurisdiction of the U.S. EEOC.

ARTICLE 9 – DISCIPLINE

- 9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a. oral reprimand
 - b. written reprimand
 - c. suspension
 - d. demotion
 - e. discharge
- 9.2 Suspensions, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 9.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 9.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure under Article 8.

ARTICLE 10 – SENIORITY

- 10.1 Seniority shall be determined by the employee's length of full-time continuous employment with the Public Safety Department and posted in an appropriate location. Seniority rosters will be based on time in grade and time within specific classifications. The seniority roster shall be binding and conclusive evidence of an employee's seniority unless the roster is appealed pursuant to Article 8 within ten (10) calendar days after the list is posted. In the event of a layoff a Union Member will not be allowed to bump or otherwise move into a higher pay grade classification.

- 10.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER.
- 10.3 During the probationary period, a promoted or reassigned employee may be placed in their previous position at the sole discretion of the EMPLOYER. By mutual agreement, the parties may agree in writing to an extension of probation.
- 10.4 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before a new employee is hired.

ARTICLE 11 – WORK SCHEDULES

- 11.1 For purposes of this Agreement, hours worked include hours worked on assigned shifts, holidays, assigned training and authorized paid leave.
- 11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 11.3 Departmental Meetings and Trainings. An Employee who must attend a department meeting or training on a scheduled day off, or on a day when the employee is not regularly scheduled to work, will receive a minimum of three (3) hours of overtime pay. An Employee who is on duty or scheduled to work in conjunction with the department meeting or training will be entitled to their regular rate of pay for hours worked.

ARTICLE 12 – OVERTIME

- 12.1 Employees will be compensated at one-and-one-half (1 ½) times the employee's regular base pay rate for hours worked in excess of the employees scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by employees will, for record purposes under Article 11.2, be considered as unpaid overtime worked.
- 12.4 For the purpose of computing overtime compensation – overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.6 Employees have the obligation to work overtime or recall to duty if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 12.7 Employees may earn compensatory time off, on a time-and-one half (1½) basis, for overtime hours worked in excess of the employees scheduled shift. Such

compensatory time may be accumulated up to forty (40) hours maximum. If overtime is required of an employee having the maximum balance, that overtime shall be paid out. An employee shall be allowed to carry over a maximum of 40 hours of compensation time from one year to another. Any hours not carried over shall be paid to the employee at their current year's rate of pay.

ARTICLE 13 – RECALL TO DUTY

- 13.1 An employee who is recalled to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours at one and one-half times the employee's regular rate of pay for the three (3) hours. An extension of or early report to a scheduled shift for duty does not qualify the employee for the three (3) hour minimum. No provision of this Agreement shall alter or eliminate the Employer's existing practices or authority regarding flex time.

ARTICLE 14 – INSURANCE

- 14.1 For 202~~4~~¹, the Employer will contribute per the following tiered rate chart:

| Tier | Contribution |
|----------|----------------------------------------|
| Employee | \$900.00/mo. |
| Family | \$1, 5 ³ 00/ mo. |

Qualifying benefits include, but may not be limited to, insurance premiums (individual & dependent health, dental, life, and long-term disability) and contributions to an individual health savings account. There will be an insurance re-opener in 202~~2~~⁵ and 202~~3~~⁶.

- 14.2 The EMPLOYER is not guaranteeing that any particular claim will be paid or covered by any insurance, or that any specific amount will be paid out under any insurance policy. The EMPLOYER'S only obligation is to select a policy and pay the amounts stated in this Article. No claim or cause of action shall be made against the EMPLOYER as a result of a denial of insurance benefits by an insurance carrier or for any claim that is not covered or paid by insurance.

ARTICLE 15 – UNIFORMS

- 15.1 The EMPLOYER will provide Uniforms and replacement equipment. The EMPLOYER retains the right to approve uniforms, equipment and footwear including purchase, replacement and reimbursement practice.
- 15.2 Each employee shall be allocated up to ~~five hundred and fiftysix hundred~~ (\$~~60~~⁵⁵0.00) dollars over the duration of the agreement for the purchase of approved footwear and small tools and accessories. This allowance is based on a calculated average of ~~\$183.33~~^{200.00} per each year of the contract, although the allowance can be spent at any time during the duration of the contract.
- 15.3 Business attire for the investigator will be provided by the EMPLOYER, as determined by the Public Safety Director. The EMPLOYER retains the right to

approve business attire including the purchase, replacement and reimbursement practice.

- 15.4 All items purchased by the EMPLOYER will remain the property of the EMPLOYER.

ARTICLE 16 – SICK LEAVE

- 16.1 Full-time employees shall earn paid sick leave at the rate of eight (8) hours for each full month of continuous employment. Unused sick leave shall accumulate to a maximum of nine hundred and sixty (960) hours.
- 16.2 An employee may use accumulate sick leave whenever the employee's absence is found to have been due to an illness, condition, or disability that prevented the employee from attending work and performing job duties on that day. An employee may also use accumulated sick leave according to provisions in Minnesota Statue 181.9413.
- 16.3 Sick leave pay shall be approved only upon submission of a signed request form. The City may require that an employee seeking to utilize sick leave furnish an appropriate medical certificate from a qualified physician as evidence that an illness or disability prevented the employee from attending work and performing the duties of the job. The final determination as to the eligibility of an employee for sick leave is reserved to the City. In the event that a medical certificate is required, the employee will be so advised.
- 16.4 If an employee is absent for more than five consecutive days, the City may also require that the employee submit a fitness for duty certification, provided that such a certification is not explicitly prohibited by law.
- 16.5 Except as stated in Section 16.6 of this Agreement, upon termination of employment for any reason, any accumulated sick leave shall be forfeited. An employee shall not be reimbursed for any unused accumulated sick leave.
- 16.6 Severance Pay.
- a. Employees must leave in Good Standing, meaning the employee must provide at least a two (2) week written notice to EMPLOYER prior to separation date.
 - b. The following scheduled is the severance pay schedule effective January 1, 2019.

| Years of Service | Percentage of Sick Leave Used for Severance |
|------------------|---------------------------------------------|
| 0-5 years | 0% |
| 6-10 years | 25% |
| 11-15 years | 30% |
| 16-20 years | 40% |
| 21+ years | 55% |

- c. Severance pay will be paid at the employees' hourly rate of pay at the time of separation.
- d. Effective the first pay period in July 2015, the Employer agrees to the adoption and administration of a qualifying post-employment health care savings plan for eligible employees and contribute all severance benefits in Article 16.6 Severance Pay to the plan.

ARTICLE 17 – LEAVES OF ABSENCE

- 17.1 Eligibility. To be eligible for paid absences as established by this Article, employee must have completed the first six (6) months of the probationary period and be full-time.
- 17.2 Injury on Duty. Employees injured during performance of their duties and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employees regular rate of pay and Workers Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the employees vacation, sick leave or other accumulated pay benefits, after a five (5) working day initial waiting period per injury. The five (5) working days waiting period shall not be charged to the employee's sick leave. Employees drawing Worker's Compensation benefits will not receive supplementary IOD pay or sick leave pay which provides for more after-tax take-home pay than the employee made while working.
- 17.3 Eligibility to use injury on duty pay shall cease nine (9) calendar months from the date of the injury.
- 17.4 Funeral Leave. An employee shall receive a maximum of three (3) scheduled work days leave with pay to be used because of a death in the immediate family of the employee. Immediate family is defined to include spouse, child parent, parent-in-law, brother, sister, partner, grandparent or grandchild. With the approval of the City Administrator the employee may use two (2) days accrued sick leave beyond the three days allowed, if the employee is able to demonstrate a need for the additional time. With the approval of the City Administrator an employee may use two (2) days accrued sick leave to attend the funeral of non-immediate family member. Employees may use up to four (4) hours of sick leave to attend the funeral of another City employee.
- 17.5 Jury Duty. Employees called for jury duty shall suffer no loss in their normal salary. Employees claiming jury duty pay shall sign over all jury duty pay to the EMPLOYER.
- 17.6 Employee Notice. Employees requesting to be absent from scheduled work with pay as provided by Sections 17.3, 17.4, and 17.5 shall have the personal responsibility to notify their supervisor as soon as possible prior to the start of their scheduled work day of their intended absence, the reasons for the absence and the expected duration of the absence.

ARTICLE 18 – VACATIONS

- 18.1 Full-time employees shall accumulate paid vacation in accordance with the following schedule based on years of continuous service.

| <u>Years of Service</u> | <u>Annual Accrual/Year</u> | <u>Carryover Allowed/Year</u> |
|-------------------------|----------------------------|-------------------------------|
| 0-5 years | 80 hours | 160 hours |
| 6-10 years | 120 hours | 160 hours |
| 11-15 years | 140 hours | 160 hours |
| 16-20 years | 160 hours | 160 hours |
| 21+ years | 180 hours | 160 hours |

- 18.2 Employees may carry over a maximum of one hundred sixty (160) hours of unused earned vacation into the succeeding calendar year.
- 18.3 One continuous vacation period shall be selected on the basis of seniority until January 1st for the period of January 1st through June 30th, and until July 1st for the period of July 1st through December 31st of each calendar year.

ARTICLE 19 – HOLIDAYS

- 19.1 All full-time employees shall be entitled to observe the following holidays and shall be compensated at their regular pay rate for these days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, and one-half (½ day) each on Christmas Eve and New Year's Eve Days; totaling 11~~0~~ days.
- 19.2 If licensed officers are required to work on an observed holiday (listed in 19.1), they shall be compensated at the rate of twice their regular hourly rate for a minimum of two hours. This provision does not apply in addition to Article 13, Section 13.1.
- 19.3 In addition to the holidays listed in 19.1, all full-time employees shall receive one floating holiday per year. The floating holiday must be used during the year and will not carry over to the next year. If an employee requests use of the floating holiday and is denied by the EMPLOYER, the employee will be paid ten (10) hours of regular pay.

ARTICLE 20 – STAND-BY / COURT TIME

- 20.1 Employees shall be compensated one-half (1/2) of their regular hourly base pay for every hour placed on stand-by for court while off duty during court regular hours. Employees shall be responsible for checking with the department and/or attorney regarding their stand-by status.
- 20.2 An employee required to appear in court during scheduled off-duty time shall receive a minimum of three (3) pay at one-half (1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.

20.3 The EMPLOYER shall compensate employees at the I.R.S. rate, for mileage between home and court, when the Employee is off-duty and driving a personal vehicle.

ARTICLE 21 – WAGES

201.1 Each wage year runs from January 1 to December 31. Annual salary is determined by multiplying the hourly wage by a 2080 hour work year.

21.2 Salary on Promotion. A promotion from Patrol Officer to Sergeant or Sergeant to Lieutenant shall warrant a minimum of 5% increase in compensation, from the employee's current rate of pay, including any incentive pay received outlined in their respective collective bargaining agreement.

Sergeant Wages

Effective January 1, 2021~~4~~, Sergeant base pay shall be paid according to the following (103.500% increase to base): level increases will be honored. * Level 4, Level 5 and Level 6 wage calculations includes longevity pay as noted in the chart on page 13

2024

| <u>Step</u> | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
|---------------------------------|------------------------|-------------------------|------------------------|
| <u>Level 1 - Start</u> | <u>\$105,082.85</u> | <u>\$8,756.90</u> | <u>\$50.52</u> |
| <u>Level 2 - after 1 year</u> | <u>\$107,726.01</u> | <u>\$8,977.17</u> | <u>\$51.79</u> |
| <u>Level 3 - after 2 years</u> | <u>\$110,346.18</u> | <u>\$9,195.52</u> | <u>\$53.05</u> |
| <u>Level 4 - after 4 years</u> | <u>\$113,104.84</u> | <u>\$9,425.40</u> | <u>\$54.38</u> |
| <u>Level 5 - after 8 years</u> | <u>\$115,932.46</u> | <u>\$9,661.04</u> | <u>\$55.74</u> |
| <u>Level 6 - after 12 years</u> | <u>\$118,830.77</u> | <u>\$9,902.56</u> | <u>\$57.13</u> |

| <u>Sergeant</u> | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
|--------------------------------|------------------------|-------------------------|------------------------|
| <u>Level 1; Start</u> | <u>\$90,066.50</u> | <u>\$7,505.54</u> | <u>\$43.30</u> |
| <u>Level 2; After 1 year</u> | <u>\$92,337.44</u> | <u>\$7,694.79</u> | <u>\$44.39</u> |
| <u>Level 3; After 2 years</u> | <u>\$94,586.96</u> | <u>\$7,882.25</u> | <u>\$45.47</u> |
| <u>Level 4; After 4 years</u> | <u>\$95,769.30</u> | <u>\$7,980.77</u> | <u>\$46.04</u> |
| <u>Level 5; After 8 years</u> | <u>\$96,966.41</u> | <u>\$8,080.53</u> | <u>\$46.62</u> |
| <u>Level 6; After 12 years</u> | <u>\$98,420.91</u> | <u>\$8,201.74</u> | <u>\$47.32</u> |

Effective January 1, 2025~~2~~, Sergeant base pay shall be paid according to the following (2.755.00% increase to base): level increases will be honored. * Level 4, Level 5 and Level 6 wage calculations includes longevity pay as noted in the chart on page 13

2025

| <u>Step</u> | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
|---------------------------------|------------------------|-------------------------|------------------------|
| <u>Level 1 - Start</u> | <u>\$110,336.99</u> | <u>\$9,194.75</u> | <u>\$53.05</u> |
| <u>Level 2 - after 1 year</u> | <u>\$113,112.31</u> | <u>\$9,426.03</u> | <u>\$54.38</u> |
| <u>Level 3 - after 2 years</u> | <u>\$115,863.49</u> | <u>\$9,655.29</u> | <u>\$55.70</u> |
| <u>Level 4 - after 4 years</u> | <u>\$118,760.08</u> | <u>\$9,896.67</u> | <u>\$57.10</u> |
| <u>Level 5 - after 8 years</u> | <u>\$121,729.08</u> | <u>\$10,144.09</u> | <u>\$58.52</u> |
| <u>Level 6 - after 12 years</u> | <u>\$124,772.31</u> | <u>\$10,397.69</u> | <u>\$59.99</u> |

Sergeant ————— Annual Base Pay ————— Monthly Base Pay ————— Hourly Base Pay

Level 1; Start ————— \$92,543.32 ————— \$7,711.94 ————— \$44.49

Level 2 After 1 year ————— \$94,876.72 ————— \$7,906.39 ————— \$45.61

Level 3; After 2 years ————— \$97,188.10 ————— \$8,099.01 ————— \$46.73

Level 4; After 4 years ————— \$98,402.95 ————— \$8,200.25 ————— \$47.31

Level 5; After 8 years ————— \$99,632.99 ————— \$8,302.75 ————— \$47.90

Level 6; After 12 years ————— \$101,127.48 ————— \$8,427.29 ————— \$48.62

Effective January 1, 2023⁶, Sergeant base pay shall be paid according to the following (2.754.00% increase to base): level increases will be honored. * Level 4, Level 5 and Level 6 wage calculations includes longevity pay as noted in the chart on page 13.

2026

| <u>Step</u> | <u>Annual Base Pay</u> | <u>Monthly Base Pay</u> | <u>Hourly Base Pay</u> |
|---------------------------------|------------------------|-------------------------|------------------------|
| <u>Level 1 - Start</u> | <u>\$114,750.47</u> | <u>\$9,562.54</u> | <u>\$55.17</u> |
| <u>Level 2 - after 1 year</u> | <u>\$117,636.80</u> | <u>\$9,803.07</u> | <u>\$56.56</u> |
| <u>Level 3 - after 2 years</u> | <u>\$120,498.03</u> | <u>\$10,041.50</u> | <u>\$57.93</u> |
| <u>Level 4 - after 4 years</u> | <u>\$123,510.48</u> | <u>\$10,292.54</u> | <u>\$59.38</u> |
| <u>Level 5 - after 8 years</u> | <u>\$126,598.25</u> | <u>\$10,549.85</u> | <u>\$60.86</u> |
| <u>Level 6 - after 12 years</u> | <u>\$129,763.20</u> | <u>\$10,813.60</u> | <u>\$62.39</u> |

Sergeant ————— Annual Base Pay ————— Monthly Base Pay ————— Hourly Base Pay

Level 1; Start ————— \$95,088.27 ————— \$7,924.02 ————— \$45.72

Level 2; After 1 year ————— \$97,485.83 ————— \$8,123.82 ————— \$46.87

Level 3; After 2 years ————— \$99,860.77 ————— \$8,321.73 ————— \$48.01

Level 4; After 4 years — \$101,109.03 — \$8425.75 — \$48.61

Level 5; After 8 years — \$102,372.90 — \$8,531.07 — \$49.22

Level 6; After 12 years — \$103,652.56 — \$8,637.71 — \$49.83

| YEAR | Level 4 | Level 5 | Level 6 |
|-------------------|-------------------------------|-------------------------------|-------------------------------|
| 2024 1 | 1.25 <u>2.50</u> % | 1.25 <u>2.50</u> % | 1.50 <u>2.50</u> % |
| 2025 2 | 1.25 <u>2.50</u> % | 1.25 <u>2.50</u> % | 1.50 <u>2.50</u> % |
| 2026 3 | 1.25 <u>2.50</u> % | 1.25 <u>2.50</u> % | 1.50 <u>2.50</u> % |

- Longevity reflected in Level 4, Level 5 and Level 6 in wage chart.

Lieutenant Wages

Effective January 1, 2024~~1~~, Sergeant base pay shall be paid according to the following (~~103.500~~103.500% increase to base): level increases will be honored. * Level ~~24~~24, Level ~~35~~35 and Level ~~46~~46 wage calculations includes longevity pay as noted in the chart on page 14.

2024

| Step | Annual Base Pay | Monthly Base Pay | Hourly Base Pay |
|--------------------------|-----------------|------------------|-----------------|
| Level 1 - Start | \$ 118,183.73 | \$ 9,848.64 | \$ 56.82 |
| Level 2 - after 4 year | \$ 121,138.32 | \$ 10,094.86 | \$ 58.24 |
| Level 3 - after 8 years | \$ 124,166.78 | \$ 10,347.23 | \$ 59.70 |
| Level 4 - after 12 years | \$ 127,270.95 | \$ 10,605.91 | \$ 61.19 |

Lieutenant — Annual Base Pay — Monthly Base Pay — Hourly Base Pay

Level 1; Start — \$101,314.10 — \$8,442.84 — \$48.71

Level 2; After 4 years — \$103,340.38 — \$8,611.70 — \$49.68

Level 3; After 8 years — \$105,407.19 — \$8,783.93 — \$50.68

Level 4; After 12 years — \$107,515.33 — \$8,959.61 — \$51.69

Effective January 1, 2025~~2~~, Sergeant base pay shall be paid according to the following (2.75% increase to base): level increases will be honored. * Level ~~24~~24, Level ~~35~~35 and Level ~~46~~46 wage calculations includes longevity pay as noted in the chart on page 14.

2025

| Step | Annual Base Pay | Monthly Base Pay | Hourly Base Pay |
|-----------------|-----------------|------------------|-----------------|
| Level 1 - Start | \$ 124,092.91 | \$ 10,341.08 | \$ 59.66 |

| | | | |
|--------------------------|---------------|--------------|----------|
| Level 2 - after 4 year | \$ 127,195.24 | \$ 10,599.60 | \$ 61.15 |
| Level 3 - after 8 years | \$ 130,375.12 | \$ 10,864.59 | \$ 62.68 |
| Level 4 - after 12 years | \$ 133,634.50 | \$ 11,136.21 | \$ 64.25 |

| Lieutenant | Annual Base Pay | Monthly Base Pay | Hourly Base Pay |
|-------------------------|-----------------|------------------|-----------------|
| Level 1; Start | \$104,100.23 | \$8,675.02 | \$50.05 |
| Level 2; After 4 years | \$106,182.24 | \$8,848.52 | \$51.05 |
| Level 3; After 8 years | \$108,305.88 | \$9,025.49 | \$52.07 |
| Level 4; After 12 years | \$110,472.00 | \$9,206.00 | \$53.11 |

Effective January 1, 202~~6~~³, Sergeant base pay shall be paid according to the following (2.75% increase to base): level increases will be honored. * Level ~~24~~, Level ~~35~~ and Level ~~46~~ wage calculations includes longevity pay as noted in the chart on page 14.

| 2026 | - | - | - |
|--------------------------|-----------------|------------------|-----------------|
| Step | Annual Base Pay | Monthly Base Pay | Hourly Base Pay |
| Level 1 - Start | \$ 129,056.63 | \$ 10,754.72 | \$ 62.05 |
| Level 2 - after 4 year | \$ 132,283.05 | \$ 11,023.59 | \$ 63.60 |
| Level 3 - after 8 years | \$ 135,590.12 | \$ 11,299.18 | \$ 65.19 |
| Level 4 - after 12 years | \$ 138,979.88 | \$ 11,581.66 | \$ 66.82 |

| Lieutenant | Annual Base Pay | Monthly Base Pay | Hourly Base Pay |
|-------------------------|-----------------|------------------|-----------------|
| Level 1; Start | \$106,962.99 | \$8,913.58 | \$51.42 |
| Level 2; After 4 years | \$109,102.25 | \$9,091.85 | \$52.45 |
| Level 3; After 8 years | \$111,284.29 | \$9,273.69 | \$53.50 |
| Level 4; After 12 years | \$113,509.98 | \$9,459.17 | \$54.57 |

| YEAR | Level 4 | Level 5 | Level 6 |
|-------------------------------|---------------------------------|---------------------------------|---------------------------------|
| 202 4 ¹ | 2. 5 ⁰⁰ % | 2. 5 ⁰⁰ % | 2. 5 ⁰⁰ % |
| 202 5 ² | 2. 5 ⁰⁰ % | 2. 5 ⁰⁰ % | 2. 5 ⁰⁰ % |
| 202 6 ³ | 2. 5 ⁰⁰ % | 2. 5 ⁰⁰ % | 2. 5 ⁰⁰ % |

- Longevity reflected in Level 2, Level 3 and Level 4 in wage chart.

ARTICLE 22 - P.O.S.T.

22.1 The EMPLOYER shall pay the P.O.S.T. license fee of each employee. Employees are responsible for maintaining their license and abiding by their Oath of Office.

ARTICLE 23 - INTEGRATION AND WAIVER

23.1 This Agreement constitutes the entire agreement between the parties. Any and all prior agreements, resolutions, practices, rules, policies and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

23.2 The parties mutually acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation to either or both of the parties at the time this Contract was negotiated or executed.

ARTICLE 24 - DURATION

24.1 This Agreement shall be effective as of January 1, 202~~41~~, and shall remain in full force and effect until December 31, 202~~63~~.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 7th ~~day of August, 2023. 21st day of June, 2021~~

City of Minnetrista

**Law Enforcement Labor
Services, Inc. (LELS-Local #343)**

Lisa Whalen, Mayor

~~Terry Olson~~ Tim Gannon Business Agent

~~Kris Linquist~~ Dawn Motzko, City Clerk

Union Steward, Local #343

~~Michael Barone~~ Jasper Kruggel, City Administrator

Union Steward, Local #343

Date

Date