



CITY COUNCIL MEETING AGENDA
January 8, 2024
7:00pm

1) Call to Order

- a) Pledge of Allegiance
- b) Introductions: City Council: Mayor Lisa Whalen, Ann MacGregor; Cathleen Reffkin, 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 Public Works Gary Peters and City Clerk Ann Meyerhoff Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering.
- c) Approval of Agenda

2) Special Presentations

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 December 4, 2023
- b) Approve City Council Regular Meeting Minutes from December 4, 2023
- c) Approve Pay Equity Implementation Report (PEIR)
- d) Approve Letter of Resignation from Police Sergeant Justin Thompson, effective January 16, 2024.
- e) Approve 2024 City Council Appointments and Designations
- f) Approve MOU with Local 49
 - i. Revising Probationary Language
 - ii. Earned Sick and Safe Time
- g) Res. No. 1-24 Approve Claims
- h) Res. No. 2-24 Polling Place Change

5) Public Hearings

6) Business Items

- a) Consider Approval of LELS 473 Labor Union Agreement
- b) Approve MOU with LELS 116, 343, 473 regarding Earned Sick and Safe Time

7) Administrative Items

a) Staff Reports

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; Planning Commission (rotating); Parks Commission (rotating); St Bonifacius Fire Advisory Committee; Mound Fire Advisory Committee*

iii) **Ann MacGregor** – *Acting Mayor; 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**

**December 4, 2023
5:30 – 6:30pm**

1) Call to Order

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

Roll Call of Attendees:

Present – Council: Mayor Lisa Whalen, Cathleen Reffkin, An MacGregor, Peter Vickery; Staff: City Administrator Jasper Kruggel, Finance Director Brian Grimm, Community Development Director David Abel, Director of Public Service Gary Peters, Director of Administration Allie Polsfuss and City Clerk Ann Meyerhoff. Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering.

2) Budget work session – final budget/levy/fee schedule

Brian Grimm presented the documents that were in the packet.

Purpose is to discuss and ask any questions. Brought down levy to 13.8% and still gives 40% fund balance. There is \$325,000 surplus which includes \$200,000 in the general fund and \$125,000 in capital fund.

Mayor Whalen offered a couple suggestions. Since road projects are coming in under estimate. We need to carry a fund balance in debt service suggesting \$200,000 fund balance for these projects. She suggested to use \$100,000 to reduce the levy down to 12%.

Council Member MacGregor asked if we bring it down to 12% will the tax statement go down that the residents receive. Grimm responded saying that the City portion would go down.

City Engineer Alyson Fauske spoke to closing out the projects in the spring. There will be some expenses in 2024 but will be minimal.

Council Member Peter Vickery would like to see the levy get down to 12%.

Grimm concluded that during the meeting it will be noted that there is a consensus reduce \$100,000 bringing the final levy to 12%.

3) ARPA Update

Finance Director Brian Grimm summarized the ARPA funds that needs to be reported in March of 2024. He recommended reallocating the remaining funds wells project to the completed watermain project associated with the 2023 Street and Utilities Reconstruction Project. Seeing the funds have been spent on the 2023 infrastructure project, the City could then file a final report the with the 3-31-2024 report.

Council all agreed.

4) Barking Dog Ordinance

City Administrator Jasper Kruggel gave an update addressing emails that Council has been getting on barking dogs. There has been some citations issued which are being challenged in Hennepin courts. Judge has until January 15 to make a ruling on whether to dismiss or go to trial.

Council Member Lacy asked how many neighbors have complained and how many citations have been issued.

City Administrator Kruggel responded he believes there have been 3 complaints and 7 citations since April.

Mayor Whalen suggested that if anyone has any specific questions they talk to staff. Since this is still in litigation data is not public.

City Administrator Jasper Kruggel said we will report back with an update when we have more information and then discuss any changes if any need to be made.

Director of Public Safety Paul Falls explained that they don't have any say or control in the process after a citation is issued.

5) Copper Service Education Campaign Update

Director of Public Works Director Gary Peters stated that every 3 years the City is required by the MN Department of Health to test for lead and copper in households. It is required for 20 households and when the results came back we did not pass copper.

Peters explained how the process works:

- Drop off form and sample bottle.
- Asking homeowner to take the samples so we don't know if they are being taken correctly.
- Return sample back to the City.

Have to do a public education before December 6 and mail results out to homeowners. Because of this we now have to take 40 samples every 6 months until we pass. Really looking for the older homes to check.

6) Adjourn

Motion by Reffkin seconded by Vickery to adjourn the meeting at 6:09 p.m.

Motion passed 5-0

Respectfully submitted,

Ann Meyerhoff
City Clerk



CITY COUNCIL MEETING MINUTES
December 4, 2023
7:00pm

1) Call to Order

Mayor Whalen called meeting to order at 7:00 p.m.

- 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 Ann Meyerhoff Consultants: City Attorney Sarah Sonsalla, Kennedy & Graven and City Engineer Alyson Fauske, WSB Engineering
- c) Approval of Agenda
 - i) Remove item 2a – Senator Morrison Legislative Update

Motion by Reffkin, seconded by Vickery to approve agenda as amended.
Motion passed 5-0.

2) Special Presentations

- a) ~~Senator Kelly Morrison Legislative Update~~
- b) Public Comment on 2024 Budget – Overview and Presentation
Brian Grimm presented on the 2024 Final Levy and Budget.
Highlights include:
 - 2024 Budget Timeline
 - Certifying final levy for \$175,000 less than Preliminary levy (now a 12.0% net levy increase)
 - Budget documents with an additional 100,000 levy reduction
 - Overview of total general fund, debt and capital and roads levy
 - Shared budget trend analysis by year
 - Tax impacts to home in Minnetrista, a 10% valuation increase: based on levy increase of 12% with 2% growth in City (using a projected tax rate of 19.38%)

Mayor Whalen opened the meeting to public comment.

Tom Bourgeois, 3210 County Road 44, expressed concern that the valuation of his property has had a 67% increase over the last 2 years.

Mayor Whalen explained that council does not have any authority to adjust the valuation of his home. The valuations come from the county so he would have to meet with the Assessor and attend an open book meeting which is usually held in the spring to dispute.

Michael Young, 5425 Yellowstone Trail, questioned the numbers for Police and Fire, asking if they are typical for similar areas. Numbers seem pretty high.

Jasper Kruggel answered that we have researched areas in Hennepin County and we are below most per capita. The numbers for police encompass everything from salaries, equipment, etc.

Young also asked for an explanation of what legal services are used for.

Kruggel responded that services are used to advise Council and for special projects.

3) Persons to Be Heard

4) Consent Agenda

- a) Approve Work Session Meeting Minutes from November 13, 2023
- b) Approve City Council Regular Meeting Minutes from November 13, 2023
- c) Approve 2024 City Council Meeting Calendar
- d) ~~Approve 2024 Pay Plan and a 3.00% Cost of Living Increase for Non-Union Employees effective January 1, 2024~~
- e) Approve MOUs between City of Minnetrista and Local Unions for 2024 Cafeteria Plan
- f) Approve MOU for LELS 343 Probationary Language Revisions
- g) Approve MOU for IUOE Local 49 regarding Compensatory Time Pay Out
- h) Approve changes to the 2024 Personnel Policy
- i) Res. No. 110-23 Approve Claims
- j) Res No 111-23 Approve Final Budgeted Transfers 2023
- k) Res. No. 112-23 Approve Simple Subdivision request for Sharon Thaler for 3316 & 3320 Williams Lane
- l) Res. No. 113-23 Planning/Parks Commission Appointments for 2024
- m) Res. No. 114-23 Accept Improvements and Authorize Final Payment for the 2023 Street Reclamation Project
- n) Res. No. 115-23 Approve Task Order No. 07 for Design, Bid, and Construction Administration for Wells No. 08 and 09

Council Member Reffikin removed item d for discussion.

Motion by Reffkin, seconded by MacGregor to adopt consent agenda with item d removed for discussion.

Motion passed 5-0.

Council Member Reffkin spoke saying that she thinks this type of item should be discussed. She also asked how the amount of 3% was decided on.

City Administrator Kruggel explained that they compare with other communities on a cost of living adjustment survey that circulates through the region and look at the average.

Motion by Reffkin, seconded by Vickery to approve 2024 Pay Plan and a 3% Cost of Living Increase for Non Union Employees effective January 1, 2024.

Motion passed 5-0.

5) Public Hearings

a) 2024 Fee Schedule

Mayor Whalen opened and closed the public hearing.

i. Adopt Ordinance No. 487 Adopting 2024 Fee Schedule

Brian Grimm gave a brief overview of the changes in the 2024 Fee Schedule stating that there are no major changes incorporated in the 2024 fee schedule from the 2023 fee schedule. The water utility rates are proposed to change based on previous discussions with City Council The recycling quarterly fee is also changing based on the rates for the contracted service increasing. As well as the sewer rate is proposed to go up \$3 a quarter. Other minor changes have been incorporated into land use fee, public safety related fees, and other sections as necessary.

Motion by Lacy, seconded by Reffkin to Adopt Ordinance No. 487, Adopting 2024 Fee Schedule.

Motion passed 5-0.

ii. Res. No.116-23 Approve Publication of Ordinance No. 487 by Title and Summary

Motion by Vickery, seconded by MacGregor to Adopt Resolution No. 116-23, Approve Publication of Ordinance No. 487 by Title and Summary.

Motion passed 5-0.

6) Business Items

a) 2024 Budget Approvals

i) Res. No. 117-23 Adopt and Approve 2024 Tax Levy

Brian Grimm shared the new levy amount after reduction of \$100,000 making the final levy amount \$6,518,104.

Motion by Vickery, seconded by MacGregor to Adopt Resolution 117-23, Adopt and Approve 2024 Tax Levy.

Motion passed 5-0.

- ii) Res. No. 118-23 Adopt and Approve 2024 Budgets (General Fund, Special Revenue, Debt Service, CIP Funds and Enterprise)

Brian Grimm shared the only change will be a deduction in revenue of \$100,000 due to reducing the levy.

Motion by Reffkin, seconded by Vickery to Adopt Resolution 118-23c, Adopt and Approve 2024 Budgets (General Fund, Special Revenue, Debt Service, CIP Funds and Enterprise)

Motion passed 5-0.

7) Administrative Items

a) Staff Reports

- i) City Engineer – Street Project Update

Final layer of payment has been laid. Still a few things to button up in the spring.

b) Council Reports

- i) Mayor Lisa Whalen –

- Tree Lighting went Fantastic. Thursday December 5th for 2024 Tree Lighting.
- Bonding Tour
- Hwy 7 Safety Coalition
- Rotary Luncheon

- iii) Cathleen Reffkin –

- Attended Mound and St Bonifacius Fire Meeting.

- iv) Ann MacGregor –

- Last Gillespie Center Meeting for 2023

- v) Peter Vickery –

- Pioneer-Sarah Creek Watershed Management Commission

- vi) Claudia Lacy –

- None

8) Adjournment

Motion by Reffkin, seconded by MacGregor to adjourn the meeting at 7:56 p.m.

Motion passed 4-0.

Respectfully submitted,

Ann Meyerhoff
City Clerk

CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4c



Subject: Approve the City of Minnetrista's Pay Equity Implementation Report

Prepared By: Allie Polsfuss, Director of Administration

Meeting Date: January 8, 2024

Issue

Staff is seeking Council approval on the the City of Minnetrista's Pay Equity Implementation Report (PEIR.)

Overview:

In 1984, the State of Minnesota adopted pay equity legislation under the Local Government Pay Equity Act [M.S. 471.991-471.999 and Minnesota Rules, Chapter 3920], which was intended to correct the historic gender bias in wages paid to female employees. The law requires that every political subdivision in the state of Minnesota establish "equitable compensation relationships" between male-dominated, female-dominated, and balanced classes of employees.

Current legislation requires political jurisdictions to formally report certain compensation information to the Minnesota Management & Budget office (MMB) every three years. The submitted report is used by MMB to determine if these equitable compensation relationships exist within our jurisdiction only.

The City of Minnetrista has consistently been found in compliance with the mandated pay equity regulations, and city staff believes the current report will also be in compliance. Pay equity implementation reports must be approved by the City Council and submitted to MMB for approval by January 31, 2024. The submitted report must show data in place as of December 31, 2023.

The information is submitted on-line, and two additional reports are attached:

- Compliance Report
- Job Class Data List

The monthly salary items listed are the minimum and maximum pay ranges for the grade level in which each of the job titles fall within our pay system/structure, not actual salaries for 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.

MMB will review the submitted Pay Equity Implementation Report, and then notify the city whether or not it's in compliance (or not) with the pay equity law. The review by MMB could possibly take until Summer/Fall 2024 to receive a response, according to the information provided.

Jurisdictions receiving an "out of compliance" notice will have an opportunity to make adjustments and come into compliance. Any jurisdiction not in compliance within the allotted time will receive a second notice of being "out of compliance" and will then be subject to penalty. No penalties or other negative consequences will occur before receiving an "out of compliance" notification.

Recommended City Council Action: City staff recommends approval of the City of Minnetrista Pay Equity Implementation Report for salary data in place as of December 31, 2023, and to submit the complete PEIR to the Minnesota Management & Budget office no later than January 31, 2024.

Mission Statement:

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Compliance Report

Jurisdiction: Minnetrista
7701 County Road 110 West

Report Year: 2024
Case: 1 - 2023 Data (Private (Jur
Only))

Minnetrista, MN 55364

Contact: Michael Barone

Phone: (952) 241-2511

E-Mail: mbarone@ci.minnetrista.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	14	7	0	21
# Employees	32	7	0	39
Avg. Max Monthly Pay per employee	7988.75	7908.86		7974.41

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 0 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	8	7
b. # Below Predicted Pay	6	0
c. TOTAL	14	7
d. % Below Predicted Pay (b divided by c = d)	42.86	0.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 37	Value of T = -8.885
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a. Avg. diff. in pay from predicted pay for male jobs = 16

b. Avg. diff. in pay from predicted pay for female jobs = 1811

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 6.00

B. Avg. # of years to max salary for female jobs = 6.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

Case: 2023 Data

Minnetrista

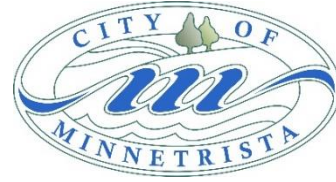
LGID: 797

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Cust Serv / Communications Ass	0	1	0	F	180	4536.00	5976.00	6.00	0.00	
22	Community Service Officer	2	0	0	M	209	3815.00	3972.00	6.00	0.00	
2	Police Adm Ass't	0	1	0	F	210	4990.00	6574.00	6.00	0.00	
4	Police Adm Ass't-Evidence	0	1	0	F	217	5489.00	7231.00	6.00	0.00	
3	Public Works Maintenance Wkr	7	0	0	M	225	4562.00	5616.00	6.00	0.00	
7	Util Billing Clerk / Recycling	0	1	0	F	226	5489.00	7231.00	6.00	0.00	
6	Assoc Acc't / Deputy City Cle	0	1	0	F	236	6038.00	7954.00	6.00	0.00	
8	Water Treatment Plant Operator	1	0	0	M	264	5269.00	6684.00	6.00	0.00	
9	City Clerk	0	1	0	F	265	6641.00	8750.00	6.00	0.00	
11	Building Inspector	1	0	0	M	279	6038.00	7954.00	6.00	0.00	
12	Patrol Officer	11	0	0	M	300	5573.00	7917.00	6.00	0.00	
13	Building Official	1	0	0	M	359	7306.00	9625.00	6.00	0.00	
14	Sergeant	2	0	0	M	360	7924.00	8637.00	6.00	0.00	
10	Senior Planner	1	0	0	M	365	7306.00	9625.00	6.00	0.00	
16	Lieutenant	1	0	0	M	392	8913.00	9459.00	6.00	0.00	
15	Director of Public Works	1	0	0	M	437	8840.00	11646.00	6.00	0.00	
17	Community Dev Director	1	0	0	M	446	8840.00	11646.00	6.00	0.00	
18	Director of Administration	0	1	0	F	455	8840.00	11646.00	6.00	0.00	
19	Finance Director	1	0	0	M	498	8840.00	11646.00	6.00	0.00	
20	Public Safety Dir / Police Chi	1	0	0	M	558	8840.00	11646.00	6.00	0.00	
21	City Administrator	1	0	0	M	652	10696.00	14092.00	6.00	0.00	
							0				

Job Number Count: 21

CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4d



Subject: Accept Resignation of Police Sergeant Justin Thompson effective January 15, 2024

Prepared By: Allie Polsfuss, Director of Administration

Meeting Date: January 8, 2024

Issue

Accept Just Thompson's resignation after seven years of service to the City of Minnetrista.

Overview

Justin Thompson was hired as a Police Officer on August 6, 2016 and was then promoted to Sergeant on December 6, 2021. After seven years of service to the City, he has submitted his letter of resignation effective January 15, 2024. The City thanks Justin for his seven years of service to the community. He is a valuable asset to our team and will be missed.

Staff has begun an internal 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 promotion on a future meeting agenda.

Summary

We thank Justin Thompson for his commitment to the community and wish him luck in his future endeavors.

Recommended City Council Action: Accept Sergeant Justin Thompson's letter of Resignation effective January 15, 2024.

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.

From: Paul Falls
To: [Allie Polsfuss](#)
Subject: FW: Staffing
Date: Friday, December 29, 2023 8:58:31 AM

Allie,

I have received Justin's formal letter of resignation. I know you have been out of the office this week. We can talk next week and come up with a plan.

Paul A. Falls

Director of Public Safety

Minnetrista Public Safety Department | 7651 County Road 110 West | Minnetrista, MN 55364

Email: pfalls@ci.minnetrista.mn.us | direct: 952-241-2554



From: Justin Thompson
Sent: Tuesday, December 26, 2023 9:07 PM
To: Paul Falls <pfalls@ci.minnetrista.mn.us>
Cc: Craig Squires <csquires@ci.minnetrista.mn.us>; P. Cummings <pcummings@ci.minnetrista.mn.us>
Subject: RE: Staffing

Chief,

Chief,

Late this afternoon I received my final offer for Hennepin County Sheriff's Office. I accepted a Detective position with the Major Crimes Unit – West Metro Drug Task Force.

Please accept this letter as formal notification that I am resigning from my position as Police Sergeant with the City of Minnetrista. My last day will be January 15th, 2023. I hope to utilize some of my vacation, which would make my last working shift, January 4th, 2023.

I've greatly appreciated and enjoyed my role as a Police Officer and Sergeant and I can't thank you enough. I learned many skills and traits, developed friendships, and created memories, all of which I will take with me throughout my career.

I wish the City continued success and I hope to stay in touch in the future.

Sincerely,

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 4e

Subject: City Council Appointment and Designations for 2024

Prepared By: Jasper Kruggel, City Administrator
Ann Meyerhoff, City Clerk

Meeting Date: January 8, 2024

Issue: The City Council makes its annual appointments and designations at its first meeting in January each year. Generally, the Mayor will lead the discussion so that the appointments and designations can be decided upon in an orderly fashion. Included is a grid of 2024 Appointments and Designations. Also provided is a description for each Commission, Committee or Organization listed. City staff will notify organizations after appointments and designations are made of which Council members will be representing the City in 2024 with their organization.

Overview: Appointments are needed for the attached list of internal commissions, committees, and other appointed positions, and also for other external organizations in which the City participates. The summary helps define the appointment requirements -- the purpose of the appointment, the known dates and meeting times, etc., to better understand the time commitment for each group or organization.

Recommended City Council Action: It is recommended that City Council approve the list of appointments and designations described in the attached table.

Mission Statement:

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Attachment for Approving Appointments and Designations for 2024

Appointments	Appointees
Acting Mayor	1 member of City Council 2024 Appointee – Reffkin
Economic Development Authority (EDA)	Minnetrista City Council 2024 Appointees – All 5 Council members
Personnel Committee	2 members of City Council and City Administrator 2024 Appointees – MacGregor, Reffkin, Kruggel, Grimm, Polsfuss
Planning Commission	1 member of City Council 2024 Appointees – Rotating members of City Council
Parks Commission	1 member of City Council 2024 Appointees – Rotating members of City Council
Police Communications Committee	Mayor, Police Chief and City Administrator 2024 Appointees – Whalen, Falls, Kruggel
Fire Advisory Committee – St. Bonifacius	1 member of City Council 2024 Appointee – Reffkin
Fire Advisory Committee - Mound	1 member of City Council and City Administrator 2024 Appointees – Reffkin, Whalen
Northwest Hennepin League of Municipalities	Mayor 2024 Appointee – Whalen
Regional Council of Mayors (RCM)	Mayor 2024 Appointee – Whalen
Lake Minnetonka Conservation District (LMCD)	Mike Kirkwood 3-year term expiring January 31, 2026
Minnehaha Creek Watershed District (MCWD)	1 member of City Council 2024 Liaison – Whalen
Pioneer-Sarah Creek Watershed Management Commission (PSCWMC)	1 member of City Council 2024 Appointee – Vickery 2024 Alternate – MacGregor
Gillespie Center	1 member of City Council 2024 Appointee – MacGregor
Westonka Community & Commerce	1 member of City Council 2024 Appointee – Lacy
Assistant Weed Inspector	Minn. Statute 18.80 Subd 2 – Mayor serves as local weed inspector; 18.80 Subd 3 – Municipality can designate Asst. Weed Inspector 2024 Appointee – Gary Peters as Asst. Weed Insp.

Mission Statement:

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Attachment for Resolution Approving Appointments and Designations for Year 2024

Designations	
Depository	Bridgewater Bank; PMA Financial Network, Inc.; 4-M Fund; Wells Fargo Advisors; RBC-Dain Rauscher; Ehlers Investment Group
Electronic Funds Transfer Authority	Brian Grimm, Finance Director; Angela Boll, Assistant Accountant/Deputy City Clerk; Renae Neumann, Utility Billing Specialist/Recycling Coordinator
Fiscal Agents	Ehlers & Associates; Northland Securities
Authorized Depository Signors	Lisa Whalen, Mayor; Brian Grimm, Finance Director; Jasper Kruggel, City Administrator; David Abel, Community Development Director
Minnesota Government Data Practices Responsible Authority	Ann Meyerhoff, City Clerk; Angela Boll, Deputy City Clerk; Jasper Kruggel, City Administrator
Minnesota Government Data Practices Compliance Official	Ann Meyerhoff, City Clerk; Angela Boll, Deputy City Clerk; Jasper Kruggel, City Administrator
Official Newspaper	The Laker Pioneer

CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4f



Subject: Local 49 MOU regarding Probationary Language

Prepared By: Allie Polsfuss
Director of Administration

Meeting Date: January 8, 2024

Issue:

Because the City is required to comply with the new ESST law, there is a necessary change in the Local 49 Labor Union to implement properly and to reflect current operations.

The proposed MOU is to remove the language requiring employees to finish their probationary period prior to utilizing their accrued leave. Currently, employees are allowed to use their leave as it is accrued, subject to the approval of their supervisor. However, we need to change the language in the union contract to reflect this. All other employees and unions already operate this way and have accurate language in the contract.

The MOU has been approved by the union and is attached.

Recommended City Council Action: Approve MOU for Local 49 Union to Revise Probationary Language as presented.

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.

**Memorandum of Understanding Between
The City of Minnetrista
-and-
I.U.O.E. Local No. 49**

This Memorandum of Understanding (MOU) entered into between the City of Minnetrista ("Employer") and the International Union of Operating Engineers, Local No. 49 ("Union") sets forth the respective parties' agreement regarding the probationary language.

Employer wishes to remove the probationary language regarding using leave effective January 1, 2024.

- 17.1 All newly hired or rehired employees will serve a twelve (12) months' probationary period. Beginning at the date of hire or rehire, the employee is allowed the use accumulated sick leave time, vacation leave, and ESST-Vacation. However, Use of accumulated leave must be approved by the Director of Public Works.

This Memorandum of Understanding shall be in effect January 1, 2024.

For the City of Minnetrista

Jasper Kruggel, City Administrator

For I.U.O.E. Local 49



Ron Boesel, ABR

Carter Ostlie, Union Steward

Mark Klein, Union Steward

CITY OF MINNETRISTA

CONSENT AGENDA ITEM 4f



Subject: Local 49 MOU regarding Earned Sick and Safe Time

Prepared By: Allie Polsfuss
Director of Administration

Meeting Date: January 8, 2024

Issue:

ESST is a new law which requires employers to provide paid leave to employees in Minnesota that can be used for certain reasons.

Overview:

The personnel committee met on November 15, 2023 and provided direction to staff to move forward with implementing ESST as a part of the Local 49's current vacation policy. The policy has been received by legal counsel and agreed upon by the Local 49 union members. The proposed MOU and Vacation/ESST policy are attached.

How it will work:

Similar to Non-Union employees, on January 1, Public Works employees will receive 48 hours of their vacation frontloaded into their bank. Throughout the rest of the year, employees would accrue the remainder of their leave per pay period. Employees will be required to utilize the 48 hours prior to their remaining leave. No additional leave hours will be given. This policy would also not impact the use and accrual of sick leave.

The Local 49 union members have agreed to this implementation method.

Recommended City Council Action: Approve MOU for Local 49 Union Regarding Earned Sick and Safe Leave.

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.

**Memorandum of Understanding Between
The City of Minnetrista
-and-
I.U.O.E. Local No. 49**

This Memorandum of Understanding (MOU) entered into between the City of Minnetrista ("Employer") and the International Union of Operating Engineers, Local No. 49 ("Union") sets forth the respective parties' agreement regarding Earned Sick and Safe Time.

In 2023, the Minnesota legislature enacted legislation mandating the provision of Sick and Safe Time with an effective date of January 1, 2024. The City of Minnetrista's vacation program exceeds the requirements of the State of Minnesota's Earned Sick & Safe Time (ESST) law required under state statute, both in terms of accrual amounts and authorized uses.

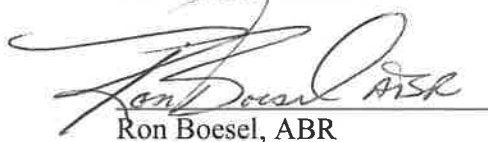
The City and Union agree to the language in Addendum A of the City of Minnetrista Personnel Policy regarding Vacation and Earned Sick and Safe Leave. They also agree to Section 12B of the City of Minnetrista Personnel Policy regarding eligible uses, advance notice, retaliation, benefits, and return to work provisions.

This Memorandum of Understanding shall be in effect January 1, 2024.

For the City of Minnetrista

Jasper Kruggel, City Administrator

For I.U.O.E. Local 49



Ron Boesel, ABR

Carter Ostlie, Union Steward

Mark Klein, Union Steward

ADDENDUM A- VACATION and Earned Sick and Safe Leave

1. Vacation/ESST Accrual Schedule

Tier	Years	Total Hours	Vacation Hours	Vacation-ESST	Severance
1	0-5 Years	80	32	48	100%
2	6-10 Years	120	72	48	100%
3	11-15 years	140	92	48	100%
4	16-20	160	112	48	100%
5	21+	180	132	48	100%

2. Employees may carry over a maximum of one hundred sixty (160) hours of unused earned vacation into the succeeding calendar year.
3. All eligible union employees will accrue Vacation based on years of service with the City of Minnetrista.
4. The City of Minnetrista's vacation program exceeds the requirements of the State of Minnesota's Earned Sick & Safe Time (ESST) law required under state statute, both in terms of accrual amounts and authorized uses. If the State of Minnesota's ESST law changes in the future, the City of Minnetrista will revert to the previous vacation policy.

All employees will receive 48 hours of vacation put into a bank labeled Vacation- ESST on January 1 of each year. These hours are part of the employee's standard accrual and are to be used prior to the use of accrued Vacation. Bi-weekly vacation accruals will be adjusted accordingly to accommodate for the front-loading of 48 hours of Vacation-ESST.

These hours can be used for any time-off that is allowed under the City's Vacation and ESST policy (section 12B of the City of Minnetrista Personnel Policy.) This policy does not impact the use or accrual of sick leave.

New hires will receive a pro-rated number of hours in the bank based on their start date at a rate of 1 hour for every 30 hours remaining in the calendar work year, capped at 48 hours. Every regular full-time employee shall earn Vacation on a per-pay-period basis, as follows, unless otherwise negotiated at the time of hire. The scale for earning Vacation follows:

Vacation hours will be accrued to the employees Vacation bank on a per-pay-period basis, apart from the 48 hour Vacation-ESST bank provided on January

1. Hours worked in excess of 40 per week will not count in any accrual of Vacation but will be subject to the City Compensatory Time/Overtime Policy for applicable employees.

17.5 Use of Vacation /Vacation-ESST

If the need for Vacation /Vacation-ESST is foreseeable, the City requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Vacation /Vacation-ESST as soon as practicable. If the leave is to be for one day or less, permission will be granted without notice if the department head feels that City service will not be adversely affected. Leave scheduling for employees is the responsibility of their supervisor

RESOLUTION NO. 1-24

**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 70622 through 70763; electronic checks E1002858 through E1002884; Claims batch includes an electronic transfers for payroll in the amount of \$182,027.69.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNETRISTA, that the attached list of claims in the amount of \$1,790,706.55 and a wire transfer to 4M for \$2,000,000.00 is hereby approved.

ADOPTED this 8th day of January 2024 by a vote of ____ Ayes
____ Nays.

Lisa Whalen, Mayor

ATTEST:

City Clerk

(seal)

CITY OF MINNETRISTA

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1010 1ST BK OF THE LAKES					
70622	12/13/23	CINTAS			
E 101-43121-417		UNIFORMS	(\$115.11)	1454537244	Uniforms
E 101-43121-417		UNIFORMS	(\$123.83)	1455389182	Uniforms
E 101-43121-417		UNIFORMS	\$116.82	9237141791	Uniforms
E 101-43121-417		UNIFORMS	\$280.62	9245521851	Uniforms
		Total	\$158.50		
70623	12/13/23	CULLIGAN			
E 101-42110-211		CLEANING & MAINT SUP	\$95.41	114x9464130	Water
		Total	\$95.41		
70624	12/13/23	HENN CO TREASURER			
E 101-49020-437		MISCELLANEOUS EXPE	\$146.86	2023	Property Taxes -4601 KPR
		Total	\$146.86		
70625	12/13/23	JW AUTO SALES			
E 401-42110-540		MOTOR VEHICLES & MA	\$29,987.50		Unit 85-New Squad
E 401-42110-540		MOTOR VEHICLES & MA	\$29,987.50		Unit 86-New Squad
		Total	\$59,975.00		
70626	12/13/23	MET COUNCIL			
G 602-2395		SAC CLEARING	\$22,141.35	Nov 2023	* Monthly SAC
		Total	\$22,141.35		
70627	12/13/23	MOTOROLA			
E 101-42110-433		DUES & SUBSRIPT & TR	\$1,560.00	8230432893	Annual Device and License Fee
		Total	\$1,560.00		
70628	12/13/23	OFFICE DEPOT			
E 101-41320-201		OFFICE SUPPLIES	\$41.33	335622600-0	Toner
E 101-42110-201		OFFICE SUPPLIES	\$25.98	34132072000	Signs
E 101-42110-201		OFFICE SUPPLIES	\$38.99	34422946900	Paper
E 101-42110-201		OFFICE SUPPLIES	\$24.49	34423000800	Ink
		Total	\$130.79		
70629	12/13/23	STREICHER'S			
E 101-42110-417		UNIFORMS	\$104.00	I1662037	Uniform
E 101-42110-417		UNIFORMS	\$16.00	I1663701	Uniform
E 101-42110-417		UNIFORMS	\$40.88	I1663707	Uniform
E 101-42110-428		RESERVE OFFICERS	\$202.98	I1664807	Flashlight and Battery Stick
		Total	\$363.86		
70630	12/13/23	SUNRAM CONSTRUCTION			
E 404-45202-530		IMPROVEMENTS	\$108,405.92	Pay Voucher	Gene Lehner Park Improvement
		Total	\$108,405.92		
70631	12/13/23	VERIZON WIRELESS			
E 101-42110-321		TELEPHONE	\$89.78		PD Cell phones
E 101-41940-321		TELEPHONE	\$177.67		Admin Cell phones
E 101-43121-321		TELEPHONE	\$33.31		PW Cell Phones

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 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23**

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49490-227		UTILITY SYSTEM MAINT	\$33.31		PW Cell Phones
E 601-49440-227		UTILITY SYSTEM MAINT	\$78.96		PW Cell Phones
E 651-49590-224		STREET MAINTENANCE	\$4.74		PW Cell Phones
E 101-43121-224		STREET MAINTENANCE	\$4.74		PW Cell Phones
E 602-49490-227		UTILITY SYSTEM MAINT	\$40.01		PW Cell Phones
E 401-42110-560		EQUIP AND FURNISHIN	\$280.08	9950081789	MDC Connections
		Total	\$742.60		
70632	12/13/23	XCEL ENERGY			
E 601-49440-381		ELECTRIC UTILITIES	\$9,529.71	51-6565410-8	Electricity-Wells/Watertower
		Total	\$9,529.71		
70633	12/22/23	A-1 Rent It			
E 101-41110-440		APPRECIATION EVENTS	\$2,624.40	190784-3	TREE LIGHTING TENT & SUPPLY RENTAL
E 101-41110-440		APPRECIATION EVENTS	\$290.00	193293-1	ROAD SIGN RENTAL & DELIVERY
E 101-41110-440		APPRECIATION EVENTS	\$142.00	193614-2	LIGHT TOWER
E 101-45202-401		BLDG/STRUCT MAINTEN	\$175.00	193859-1	Core drill rental for bench installation at Gene Lehner Park
		Total	\$3,231.40		
70634	12/22/23	AE2S			
E 601-49440-303		ENGINEERING SERV	\$5,887.00	90271	Water supply planning invoice for September
E 601-49440-303		ENGINEERING SERV	\$952.50	90272	Wells #8 & #9 Preliminary planning invoice for Sept
E 601-49440-303		ENGINEERING SERV	\$11,334.75	91346	Water system planning - November billing
E 601-49440-303		ENGINEERING SERV	\$7,177.00	91347	General services fee for November
E 601-49440-303		ENGINEERING SERV	\$1,527.50	91348	Wells 8 & 9 planning/design - November billing
		Total	\$26,878.75		
70635	12/22/23	AMAZON CAPITAL SERVICES			
E 404-45202-530		IMPROVEMENTS	\$3,675.28	19DT-JPMR-	Picnic table / trash cans / benches for Gene Lehner Park
E 101-41110-440		APPRECIATION EVENTS	(\$95.92)	19VX-HV3K-	Credit
E 101-41110-440		APPRECIATION EVENTS	(\$23.98)	1GCD-Y1W6-	Credit for Tablecloth
E 101-41940-401		BLDG/STRUCT MAINTEN	\$21.99	1HX9-3RQQ-	Broom & dust pan for PW
E 101-41940-401		BLDG/STRUCT MAINTEN	\$22.99	1HX9-3RQQ-	Clock for City Hall Lunchroom
E 101-43121-240		SMALL TOOLS AND MIN	\$99.98	1HX9-3RQQ-	3/8" torque wrench for PW shop
E 101-43121-224		STREET MAINTENANCE	\$17.85	1HX9-3RQQ-	CHAINSAW CHAINS
E 101-43121-240		SMALL TOOLS AND MIN	\$44.23	1HX9-3RQQ-	OIL FILTER PLIERS
E 101-43121-224		STREET MAINTENANCE	\$29.87	1HX9-3RQQ-	Oscillating saw blades
E 101-43121-224		STREET MAINTENANCE	\$19.99	1HX9-3RQQ-	CHAINSAW CHAINS
E 101-43121-240		SMALL TOOLS AND MIN	\$29.95	1JPR-TDXQ-	Large oil filter pliers
E 101-41320-201		OFFICE SUPPLIES	\$12.99	1JYN-JJ4Q-D	IPHONE CHARGER
E 101-41110-440		APPRECIATION EVENTS	\$45.99	1LKV-47XC-9	ELF HATS
E 601-49440-227		UTILITY SYSTEM MAINT	\$609.99	1LKV-47XC-9	Confined space blower for WTPs
E 101-41110-440		APPRECIATION EVENTS	\$119.90	1LKV-47XC-9	Table clothes for tree event
E 101-43121-201		OFFICE SUPPLIES	\$22.00	1LKV-47XC-F	Laptop case for PW computer
E 101-41940-321		TELEPHONE	\$79.95	1QRW-3F4V-	iPhone Cases
E 101-41320-201		OFFICE SUPPLIES	\$10.88	1RD6-177V-	wall calendar
E 101-41320-201		OFFICE SUPPLIES	\$10.88	1RD6-177V-	Wall Calendar
E 601-49440-227		UTILITY SYSTEM MAINT	\$20.74	1W6L-Q3R4-	PIPE NIPPLE FOR WTP
E 601-49440-227		UTILITY SYSTEM MAINT	\$32.26	1W6L-Q3R4-	SAE HEX WRENCHED FOR WTP

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49440-227		UTILITY SYSTEM MAINT	\$65.18	1W6L-Q3R4-	iPad cases for new iPads
E 602-49490-227		UTILITY SYSTEM MAINT	\$65.18	1W6L-Q3R4-	iPad cases for new iPads
E 601-49440-227		UTILITY SYSTEM MAINT	\$7.59	1W6L-Q3R4-	1/2" Pipe thread sealant
E 601-49440-227		UTILITY SYSTEM MAINT	\$23.50	1W6L-Q3R4-	Metric hex wrenches for WTP
E 601-49440-227		UTILITY SYSTEM MAINT	\$37.99	1W6L-Q3R4-	BALL VALVE FOR WTP
E 601-49440-227		UTILITY SYSTEM MAINT	\$7.29	1W6L-Q3R4-	3/4" pipe thread tape
		Total	\$5,014.54		
70636	12/22/23	ASPEN MILLS			
E 101-42110-417		UNIFORMS	\$302.22	324647	Uniform
E 101-42110-418		RECRUITING	\$1,061.49	324836	Body Armor
E 101-42110-417		UNIFORMS	\$39.95	324904	Body Armor
		Total	\$1,403.66		
70637	12/22/23	BAUER BUILT TIRE			
E 601-49440-404		VEHICLE & EQUIP MAIN	\$2,180.42	940104899	Rear tires for water service truck #7
		Total	\$2,180.42		
70638	12/22/23	BROWN, JOSH			
E 101-42110-417		UNIFORMS	\$78.77		Uniform
		Total	\$78.77		
70639	12/22/23	Bryan Rock Products			
E 101-43121-224		STREET MAINTENANCE	\$342.16	62572	CLASS 2 ROCK
		Total	\$342.16		
70640	12/22/23	CANON FINANCIAL SERVICES INC			
E 101-42110-202		COPY & PRINTING SUPP	\$95.49	31751827	Copier-PD
		Total	\$95.49		
70641	12/22/23	Car-Co Auto Parts			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$10.99	490728716	LIGHT PLUG FOR TRUCK #10
		Total	\$10.99		
70642	12/22/23	CD PRODUCT INC.			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$89.00	82361	TRUCK ID #s
		Total	\$89.00		
70643	12/22/23	Center Point Energy			
E 601-49440-383		NATURAL GAS	\$553.87	10658039-2	Gas Utility
E 601-49440-383		NATURAL GAS	\$22.93	10658041-8	Gas Utility
E 601-49440-383		NATURAL GAS	\$18.19	11144790-0	Gas Utility
E 601-49440-383		NATURAL GAS	\$16.28	11553312-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$16.28	11833736-9	Gas Utility
E 101-41940-383		NATURAL GAS	\$414.04	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383		NATURAL GAS	\$64.96	5659223-1	Gas - Well #5
E 101-43121-383		NATURAL GAS	\$88.72	6744979-3	Gas Utility - PW
E 101-42110-383		NATURAL GAS	\$243.81	8486433-9	Gas Utility - PD
E 101-43121-383		NATURAL GAS	\$76.17	8486442-0	Gas Utility - PW
		Total	\$1,515.25		

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 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70644	12/22/23	CINTAS			
E 101-43121-417		UNIFORMS	\$124.34		Uniforms
		Total	\$124.34		
70645	12/22/23	CMI INC			
E 101-43121-224		STREET MAINTENANCE	\$2,054.09	238486	CONCRETE FORMS FOR IN-HOUSE CONCRETE PROJECTS
		Total	\$2,054.09		
70646	12/22/23	CORE AND MAIN			
E 601-49440-227		UTILITY SYSTEM MAINT	\$2,695.80	SO5642	WATER TESTING CHEMICALS
E 601-49440-227		UTILITY SYSTEM MAINT	\$574.16	T989863	CURB STOP BOX
		Total	\$3,269.96		
70647	12/22/23	CRAIG RAPP, LLC			
G 101-1350		PREPAID ITEMS	\$1,600.00	10141320433	2024 Leadership Program-Kruggel
		Total	\$1,600.00		
70648	12/22/23	DWINELL, CHASE			
E 101-42110-434		POLICE TRAINING	\$2,500.00		Tuition Reimbursement
		Total	\$2,500.00		
70649	12/22/23	Earl F. Anderson Inc.			
E 101-43121-224		STREET MAINTENANCE	\$1,444.10	134952	Street name sign plates, galvanized channel and round posts
		Total	\$1,444.10		
70650	12/22/23	ECM Publishers, Inc.			
E 101-41320-351		LEGAL NOTICE & ORD P	\$44.75	977418	Ordinance No. 487
		Total	\$44.75		
70651	12/22/23	EMBEDDED SYSTEMS, INC			
G 101-1350		PREPAID ITEMS	\$4,797.12	344619	2024 6 Month Siren Maintenance Fee
		Total	\$4,797.12		
70652	12/22/23	FASTENAL COMPANY			
E 601-49440-227		UTILITY SYSTEM MAINT	\$26.00	MNWAC7667	zip ties for water meter installs
E 601-49440-227		UTILITY SYSTEM MAINT	\$75.10	MNWAC7675	screws and zip ties for meter installs
E 101-43121-215		SHOP MATERIALS	\$236.56	MNWAC7676	Nitrile gloves & oil absorbant pads for shop
E 601-49440-227		UTILITY SYSTEM MAINT	\$136.60	W65EREATB	DISPOSABLE GLOVES
E 602-49490-227		UTILITY SYSTEM MAINT	\$175.81	W65EREATB	DISPOSABLE GLOVES
E 101-43121-215		SHOP MATERIALS	\$99.96	W65EREATB	OIL ABSORBENT PADS
E 601-49440-227		UTILITY SYSTEM MAINT	\$75.10	W9M60ECAP	screws and zip ties for meter installs
E 101-43121-224		STREET MAINTENANCE	\$271.73	WBMHZYT3	Sign mounting hardware & chainsaw bar/chain oil
		Total	\$1,096.86		
70653	12/22/23	FORCE AMERICA INC			
E 101-43125-221		EQUIPMENT PARTS, TIR	\$705.24	in001-178533	Salt spreader feed back sensor
		Total	\$705.24		
70654	12/22/23	FRONTIER OH			
E 601-49440-381		ELECTRIC UTILITIES	\$380.00	952-196-0117	Water Treatment Plant

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 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43121-321		TELEPHONE	\$546.88	952-446-1660	Monthly Phone
E 101-41940-321		TELEPHONE	\$546.88	952-446-1660	Monthly Phone
E 101-42110-321		TELEPHONE	\$546.89	952-446-1660	Monthly Phone
E 101-43121-321		TELEPHONE	\$119.80	952-446-9997	Fire Alarm
Total			\$2,140.45		
70655	12/22/23	Fury Motors			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$122.31	777267-2	Unit 77 Oil Change, Tire Rotation, Multipoint Inspection
E 101-42110-404		VEHICLE & EQUIP MAIN	\$87.15	777531/2	Unit 74 Oil Change, Tire Rotation, Multipoint Inspection
Total			\$209.46		
70656	12/22/23	Gopher State One Call			
E 601-49440-227		UTILITY SYSTEM MAINT	\$101.92		Sewer & Water Locates
E 602-49490-227		UTILITY SYSTEM MAINT	\$101.93	3110605	Sewer & Water Locates
Total			\$203.85		
70657	12/22/23	GREAT AMERICA FINANCIAL SVCS			
E 101-41320-322		POSTAGE	\$175.85	35474831	Postage Machine
Total			\$175.85		
70658	12/22/23	GREATER MN COMMUNICATIONS			
E 101-41320-101		SALARIES-REGULAR	\$240.00	29645	#10 window envelopes
E 601-49440-202		COPY & PRINTING SUPP	\$889.26	29656	COPPER IN WATER BROCHURES
Total			\$1,129.26		
70659	12/22/23	Hennepin County Treasurer			
E 101-41410-404		VEHICLE & EQUIP MAIN	\$420.84	2023-27	PVC, Supplies, Ballots, Courier
G 101-1350		PREPAID ITEMS	\$1,695.96	MAINT24	2024 MAINTENANCE
Total			\$2,116.80		
70660	12/22/23	HENNEPIN COUNTY INFO TECH DEPT			
E 401-42110-560		EQUIP AND FURNISHIN	\$2,596.86	1000215639	radio lease - PD
E 401-43126-560		EQUIP AND FURNISHIN	\$590.40	1000215673	RADIO LEASE
Total			\$3,187.26		
70661	12/22/23	Int'l Union of Oper. Engineers			
G 101-2360		PAYROLL CLEARING UN	\$315.00	Dec 2023	* Union dues
Total			\$315.00		
70662	12/22/23	ITRON INC.			
E 601-49440-227		UTILITY SYSTEM MAINT	\$215.42	667961	Meter Ert Reading Fee
Total			\$215.42		
70663	12/22/23	LAKE MINNETONKA SWAT TEAM			
G 101-1350		PREPAID ITEMS	\$3,600.00		2024 Lake Minnetonka SWAT Memberships (3 officers @\$1200)
Total			\$3,600.00		
70664	12/22/23	LAKETOWN ELECTRIC CORP			
E 602-49490-227		UTILITY SYSTEM MAINT	\$520.00	39628	Install temp VFD at LS #16

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-45202-401		BLDG/STRUCT MAINTEN	\$1,098.33	39701	Rewire light post in Gene Lehner Park
		Total	\$1,618.33		
70665	12/22/23	Lano Equipment of Loretto			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$3,641.09	03-1041879	REPAIR OF TRACTOR
E 651-49590-224		STREET MAINTENANCE	\$250.00	03-1044638	STUMP GRINDER RENTAL
		Total	\$3,891.09		
70666	12/22/23	League of MN Cities Ins. Trust			
G 101-1350		PREPAID ITEMS	\$109,416.82		Property Insurance 2024
G 601-1350		PREPAID ITEMS	\$44,231.70		Property Insurance 2024
G 602-1350		PREPAID ITEMS	\$8,659.48		Property Insurance 2024
		Total	\$162,308.00		
70667	12/22/23	League of MN Cities Ins. Trust			
G 101-1350		PREPAID ITEMS	\$121,120.59		2024 Workers Compensation
G 601-1350		PREPAID ITEMS	\$20,339.31		2024 Workers Compensation
G 602-1350		PREPAID ITEMS	\$20,339.31		2024 Workers Compensation
G 651-1350		PREPAID ITEMS	\$6,101.79		2024 Workers Compensation
		Total	\$167,901.00		
70668	12/22/23	League of MN Cities Ins. Trust			
E 101-41320-433		DUES & SUBSCRIPT & TR	\$2,500.00	8682	Deductible on Claim
		Total	\$2,500.00		
70669	12/22/23	LE-AST SERVICE CONSELING			
E 101-42110-307		PROFESSIONAL SERVIC	\$420.00	1334	Check up
		Total	\$420.00		
70670	12/22/23	LEIF, ISAAC			
E 673-49600-307		PROFESSIONAL SERVIC	\$375.00	03-118	Worksessions and City Council Meetings
		Total	\$375.00		
70671	12/22/23	LELS			
G 101-2360		PAYROLL CLEARING UN	\$118.32		CSO Union Dues-DECEMBER 2023 (BRAD CARLSON & JACK RODINE)
G 101-2360		PAYROLL CLEARING UN	\$202.50		PD SUPERVISOR Union Dues (3x \$67.50)
G 101-2360		PAYROLL CLEARING UN	\$675.00		PD SUPERVISOR Union Dues (10x \$67.50)
		Total	\$995.82		
70672	12/22/23	LEXISNEXIS RISK DATA MNGMT INC			
E 101-42110-307		PROFESSIONAL SERVIC	\$34.50	1085510-202	Contract Fee
		Total	\$34.50		
70673	12/22/23	LOFFLER			
E 101-41320-410		COMPUTER SERVICES/	\$1,335.32	4544850	GENERAL SUPPORT
E 101-42110-410		COMPUTER SERVICES/	\$1,907.60	4544850	GENERAL SUPPORT
E 101-43121-410		COMPUTER SERVICES/	\$286.14	4544850	GENERAL SUPPORT
E 601-49440-410		COMPUTER SERVICES/	\$619.97	4544850	GENERAL SUPPORT
E 602-49490-410		COMPUTER SERVICES/	\$619.97	4544850	GENERAL SUPPORT
E 101-41320-410		COMPUTER SERVICES/	\$271.25	CW183521	Local Storage

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 401-43126-560		EQUIP AND FURNISHIN	\$1,511.80	CW183577	Decommission DC1 Server
		Total	\$6,552.05		
70674	12/22/23	MAPET			
G 101-1350		PREPAID ITEMS	\$35.00	319	Evidence Club Membership 2024
		Total	\$35.00		
70675	12/22/23	Media Com			
E 673-49600-307		PROFESSIONAL SERVIC	\$394.90		INTERNET
		Total	\$394.90		
70676	12/22/23	MEDICA			
G 101-1350		PREPAID ITEMS	\$36,232.42	62596312972	Health Insurance 2024
		Total	\$36,232.42		
70677	12/22/23	Metropolitan Council WW Servic			
G 602-1350		PREPAID ITEMS	\$33,680.86	1165608	* Monthly Sewer
		Total	\$33,680.86		
70678	12/22/23	METLIFE			
G 101-1350		PREPAID ITEMS	\$2,010.08		2024 Dental Insurance
		Total	\$2,010.08		
70679	12/22/23	METRO SALES INC			
E 101-42401-202		COPY & PRINTING SUPP	\$380.90	INV2409531	COPIES
E 101-41320-201		OFFICE SUPPLIES	\$283.97	INV2409532	COPIES
		Total	\$664.87		
70680	12/22/23	MID COUNTY			
E 101-43121-212		MOTOR FUELS AND LUB	\$1,867.28	25439	Dyed Diesel Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$843.18	58870	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$640.13	58942	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$633.17	59021	Squad Fuel
E 101-42110-212		MOTOR FUELS AND LUB	\$1,313.76	59098	Squad Fuel
		Total	\$5,297.52		
70681	12/22/23	MORRIES Parts and Service Group			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$153.13	581980	Oil change - Truck #9
		Total	\$153.13		
70682	12/22/23	MOUND TRUE VALUE HARDWARE			
E 101-42110-211		CLEANING & MAINT SUP	\$16.97	189959	PD Supplies
E 101-41110-440		APPRECIATION EVENTS	\$88.95	190027	lights for tree event
E 101-41110-440		APPRECIATION EVENTS	\$19.99	190055	Garbage bags for tree lighting event
E 101-43121-224		STREET MAINTENANCE	\$62.99	190216	stretch wrap
E 101-43121-221		EQUIPMENT PARTS, TIR	\$14.99	190242	primer bulb post hole digger
		Total	\$203.89		
70683	12/22/23	NEUMANN, RENAE			
E 101-41110-440		APPRECIATION EVENTS	\$104.96		City Hall Entry Area Decorations
		Total	\$104.96		

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70684	12/22/23	Capital One Trade Credit			
E 101-43121-240		SMALL TOOLS AND MIN	\$169.05	1652693243	Cordless grinder for PW shop
E 101-43121-240		SMALL TOOLS AND MIN	\$102.55	1652693243	Cordless oscillating saw
E 601-49440-240		SMALL TOOLS AND MIN	\$92.96	53014714	wrenches for WTPs
E 601-49440-240		SMALL TOOLS AND MIN	\$84.48	9874748	Large adjustable wrenches for WTPs
		Total	\$449.04		
70685	12/22/23	OFFICE DEPOT			
E 101-41320-201		OFFICE SUPPLIES	\$58.67	33931575010	Office Supplies-paper and badge supplies
E 101-42110-201		OFFICE SUPPLIES	\$49.99	34423000090	Toner
		Total	\$108.66		
70686	12/22/23	OFFICE OF MNIT SERVICES			
E 101-42110-410		COMPUTER SERVICES/	\$100.00	dv23110438	Charges
		Total	\$100.00		
70687	12/22/23	PAWELK, MICHAEL			
E 101-43121-417		UNIFORMS	\$139.64	143432	boots
		Total	\$139.64		
70688	12/22/23	PERFORMANCE PETROLEUM CO			
E 601-49440-227		UTILITY SYSTEM MAINT	\$648.54	E151063	Air compressor oil for WTPs & hydrant oil
E 101-43121-212		MOTOR FUELS AND LUB	\$437.46	E151095	ATF for trucks
E 101-43121-212		MOTOR FUELS AND LUB	\$928.29	E151096	Engine oil for big trucks & equipment
		Total	\$2,014.29		
70689	12/22/23	PIKE TRANSFER			
E 101-43121-224		STREET MAINTENANCE	\$4,991.94	16195	Delivery of class 2 rock for stock
		Total	\$4,991.94		
70690	12/22/23	Postmaster			
E 601-49440-322		POSTAGE	\$644.23		Mailer for Water Testing
E 101-42110-322		POSTAGE	\$198.00		Postage 300 Stamps at \$.66
E 101-42110-322		POSTAGE	\$200.00		Postage 200 Stamps at \$1.00
		Total	\$1,042.23		
70691	12/22/23	PREMIUM WATERS, INC			
E 101-41940-211		CLEANING & MAINT SUP	\$118.55	605123-11-23	WATER
		Total	\$118.55		
70692	12/22/23	Press Perfect			
E 101-42110-202		COPY & PRINTING SUPP	\$61.85	24917	Business Cards-Rodine
		Total	\$61.85		
70693	12/22/23	Stericycle, Inc.			
E 101-41320-307		PROFESSIONAL SERVIC	\$326.18	8005450105	Shredding Services
		Total	\$326.18		
70694	12/22/23	SKYLINE SALT SOLUTIONS			
E 101-43125-224		STREET MAINTENANCE	\$11,945.25	2868	de-icing salt
		Total	\$11,945.25		

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70695	12/22/23	STORMS, RANDY			
E 101-43121-417		UNIFORMS	\$167.27	12/18/23	Boot reimbursement for Randy Storms
		Total	\$167.27		
70696	12/22/23	SUN LIFE FINANCIAL			
G 101-1350		PREPAID ITEMS	\$934.42	Jan 2024	* LTD
G 101-1350		PREPAID ITEMS	\$534.11	Jan 2024	* STD
		Total	\$1,468.53		
70697	12/22/23	SUPERIOR BACKGROUND INVESTIGATIONS			
E 101-42110-418		RECRUITING	\$1,282.50		Pre-Employment Background Investigation
		Total	\$1,282.50		
70698	12/22/23	TASC			
E 101-41320-437		MISCELLANEOUS EXPE	\$53.41	IN2908050	FSA Administration Fees
E 101-42110-437		MISCELLANEOUS EXPE	\$7.00	IN2908050	TASC ADMIN FEE
E 101-42110-437		MISCELLANEOUS EXPE	\$7.00	IN2950814	TASC ADMIN FEE
E 101-42110-437		MISCELLANEOUS EXPE	\$53.41	IN2950814	FSA Administration Fees
E 101-42110-437		MISCELLANEOUS EXPE	\$116.00	IN2950814	FSA Renewal Fees
		Total	\$236.82		
70699	12/22/23	The Standard			
G 101-2380		PAYROLL CLEARING LIF	\$1,767.75	Jan 2024	* Life Insurance
		Total	\$1,767.75		
70700	12/22/23	Toll Gas & Welding Supply			
E 101-43121-215		SHOP MATERIALS	\$24.60	40185890	Welding & torch cylinder demurrage
		Total	\$24.60		
70701	12/22/23	TRI COUNTY LAW ENF ASSN			
G 101-1350		PREPAID ITEMS	\$90.00		2024 Annual Dues
		Total	\$90.00		
70702	12/22/23	TRUGREEN CHEMLAWN			
E 101-45202-401		BLDG/STRUCT MAINTEN	\$1,405.00	185657055	EAB treatment in Friendship & Jennings parks
		Total	\$1,405.00		
70703	12/22/23	UNIQUE PAVING MATERIALS CORP			
E 101-43121-224		STREET MAINTENANCE	\$248.20	77225	Cold mix asphalt for winter
		Total	\$248.20		
70704	12/22/23	UNITED SYSTEMS AND SOFTWARE			
E 601-49440-227		UTILITY SYSTEM MAINT	\$5,375.00	102917	iTron software upgrade for meter reading data
		Total	\$5,375.00		
70705	12/22/23	US BANK CORPORATE SYSTEMS			
G 101-1350		PREPAID ITEMS	\$190.00		IACP Membership (2024)
E 101-42110-404		VEHICLE & EQUIP MAIN	\$1,432.77		DTF squad repairs
E 101-42110-404		VEHICLE & EQUIP MAIN	\$241.05		Intox and PBT testing supplies
E 101-42110-201		OFFICE SUPPLIES	\$15.08		Pens/sticky notes
E 101-42110-201		OFFICE SUPPLIES	\$54.77		Pens/link cartridges

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42110-201		OFFICE SUPPLIES	\$20.94		Binders
E 101-42110-201		OFFICE SUPPLIES	\$21.89		Labels paper
E 101-42110-417		UNIFORMS	\$26.73		Badges/Patches
E 101-42110-201		OFFICE SUPPLIES	\$31.99		Toner
E 101-41110-437		MISCELLANEOUS EXPE	\$75.06		Council Meeting Food
E 601-49440-437		MISCELLANEOUS EXPE	\$229.44		Bonding Bill Tour Supplies
E 101-41320-437		MISCELLANEOUS EXPE	\$38.03		Mayor/Staff Meeting Supplies
E 101-41110-440		APPRECIATION EVENTS	\$653.67		Tree lighting event supplies - (multiple vendors)
E 101-41110-440		APPRECIATION EVENTS	\$56.01		Thank you cards for tree lighting event
G 101-1350		PREPAID ITEMS	\$991.00		ICMA Membership - Kruggel (2024)
E 101-41110-437		MISCELLANEOUS EXPE	\$98.64		Council Meeting Food
E 101-43126-560		EQUIP AND FURNISHIN	\$709.00		Ergonomic Office/Desk Chair
E 101-41110-440		APPRECIATION EVENTS	\$191.69		Snow stakes
E 101-43121-221		EQUIPMENT PARTS, TIR	\$916.22		Electric/hydraulic pump for Truck #5
E 601-49440-227		UTILITY SYSTEM MAINT	\$2,831.00		20 PRVs (pressure reducing valves)
E 601-49440-433		DUES & SUBSRIPT & TR	\$93.00		Renewal of water conitioning license - Klein
		Total	\$8,917.98		
70706	12/22/23	USA SECURITY			
E 101-42110-404		VEHICLE & EQUIP MAIN	\$104.97		Monthly Monitoring
		Total	\$104.97		
70707	12/22/23	Viking Industrial Center			
E 602-49490-227		UTILITY SYSTEM MAINT	\$79.99	3279494	Gas Cylinder
E 602-49490-227		UTILITY SYSTEM MAINT	\$149.22	3279495	Calibration of gas detector & new pump gas test cylinder
		Total	\$229.21		
70708	12/22/23	WASTE MANAGEMENT OF WI-MN			
E 671-43230-384		REFUSE REMOVAL	\$18,765.54	7860984-159	Recycling
E 671-43230-384		REFUSE REMOVAL	\$173.62	9002257-228	Organics
		Total	\$18,939.16		
70709	12/22/23	Whalen, Lisa			
E 101-41110-437		MISCELLANEOUS EXPE	\$136.24		Travel Reimbursement- Sept - Dec 2023
		Total	\$136.24		
70710	12/22/23	WHITE, BRANDON			
E 101-42110-417		UNIFORMS	\$286.77		Uniform
		Total	\$286.77		
70711	12/22/23	WSB & ASSOCIATES			
E 601-49440-303		ENGINEERING SERV	\$500.00		General Engineering Svcs
E 602-49490-303		ENGINEERING SERV	\$500.00		General Engineering Svcs
E 651-49590-303		ENGINEERING SERV	\$500.00		General Engineering Svcs
E 101-42600-303		ENGINEERING SERV	\$1,000.00		General Engineering Svcs
E 101-42401-303		ENGINEERING SERV	\$2,780.00		2023 Building Permit Review
E 406-43121-303		ENGINEERING SERV	\$332.00		2023 Pavement Maint Project
E 406-43121-303		ENGINEERING SERV	\$76.50		2023 Street Reclamation Project
E 406-43121-303		ENGINEERING SERV	\$4,869.50		2024 Mill & Overlay Project
E 404-45202-303		ENGINEERING SERV	\$91.50		Gene Lehner Park Design & Construction

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**Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23**

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 433-43122-303		ENGINEERING SERV	\$62,032.46		2023 Street & Utility Reconstruction Proj
E 601-43241-303		ENGINEERING SERV	\$58,383.47		2023 Street & Utility Reconstruction Proj
E 602-43251-307		PROFESSIONAL SERVIC	\$1,216.32		2023 Street & Utility Reconstruction Proj
E 433-43122-303		ENGINEERING SERV	\$7,761.50		2023 Street Overlay Project
E 601-43241-303		ENGINEERING SERV	\$81.70		2023 Street Overlay Project
E 602-43251-307		PROFESSIONAL SERVIC	\$326.80		2023 Street Overlay Project
G 801-1170		LAND USE RECEIVABLE	\$632.00		ML-22030 Mackenthun's Development
G 801-1170		LAND USE RECEIVABLE	\$158.00		Woodland Cove 4th Addn
G 801-1170		LAND USE RECEIVABLE	\$1,572.00		* 2023 WCA Services
Total			\$142,813.75		
70712	12/22/23	XCEL ENERGY			
E 101-41940-381		ELECTRIC UTILITIES	\$746.90	51-6565407-3	Electricity-City Hall
E 101-43121-381		ELECTRIC UTILITIES	\$128.71	51-6565407-3	Electricity-PW
E 601-49440-381		ELECTRIC UTILITIES	\$437.06	51-6565407-3	Electricity-Wells/Watertower
E 101-43160-381		ELECTRIC UTILITIES	\$50.91	51-6565407-3	Electricity-Signal Sunnyfield
E 101-45202-401		BLDG/STRUCT MAINTEN	\$15.85	51-6565407-3	Electricity-Hunters Trail
E 101-43160-381		ELECTRIC UTILITIES	\$53.01	51-6565407-3	MNDOT Signals
E 602-49490-381		ELECTRIC UTILITIES	\$1,951.21	51-6565409-5	Electricity-Lift Stations
E 602-49490-381		ELECTRIC UTILITIES	\$14.91	51-6565409-5	St Boni Flow Meter
Total			\$3,398.56		
70713	01/08/24	Bryan Rock Products			
E 101-43121-224		STREET MAINTENANCE	\$342.16	58715	Class 2 Rock
E 101-43121-224		STREET MAINTENANCE	\$7,585.84	62740	Class 2 Rock
Total			\$7,928.00		
70714	01/08/24	CANTEEN REFRESHMENT SVCS			
E 101-41940-211		CLEANING & MAINT SUP	\$167.87	MSP85988	Coffee
E 101-42110-211		CLEANING & MAINT SUP	\$167.88	MSP85988	Coffee
Total			\$335.75		
70715	01/08/24	Center Point Energy			
E 601-49440-383		NATURAL GAS	\$27.37	10654144-4	Gas Utility
E 601-49440-383		NATURAL GAS	\$672.79	10658039-2	Gas Utility
E 601-49440-383		NATURAL GAS	\$22.38	10658041-8	Gas Utility
E 601-49440-383		NATURAL GAS	\$17.30	11144790-0	Gas Utility
E 601-49440-383		NATURAL GAS	\$16.43	11431330-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$16.28	11553312-7	Gas Utility
E 601-49440-383		NATURAL GAS	\$16.28	11833736-9	Gas Utility
E 101-41940-383		NATURAL GAS	\$654.48	5651357-5	Gas Utility - Gov't Bldg
E 601-49440-383		NATURAL GAS	\$103.98	5659223-1	Gas - Well #5
E 601-49440-383		NATURAL GAS	\$634.19	6401076054-	Gas Utility
E 101-43121-383		NATURAL GAS	\$202.74	6744979-3	Gas Utility - PW
E 101-42110-383		NATURAL GAS	\$761.25	8486433-9	Gas Utility - PD
E 101-43121-383		NATURAL GAS	\$338.90	8486442-0	Gas Utility - PW
Total			\$3,484.37		
70716	01/08/24	CHEVROLET DELANO			
E 101-43121-404		VEHICLE & EQUIP MAIN	\$92.60	651999	Oil Change on Truck 16

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 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$92.60		
70717	01/08/24	CINTAS			
E 101-43121-417		UNIFORMS	\$132.68	4177370273	Uniforms
E 101-43121-417		UNIFORMS	\$131.93	4178153516	Uniforms
Total			\$264.61		
70718	01/08/24	CLASSIC CLEANING COMPANY			
E 101-42110-211		CLEANING & MAINT SUP	\$1,006.00	35715	Monthly Cleaning -Dec 2023 Towels and Paper Towels
E 101-43121-211		CLEANING & MAINT SUP	\$442.00	35716	Monthly Cleaning-Dec 2023 Bags, Hand Cleaner
E 101-41940-211		CLEANING & MAINT SUP	\$442.00	35716	Monthly Cleaning-Dec 2023 Bags, Hand Cleaner
Total			\$1,890.00		
70719	01/08/24	CONCENTRA			
E 101-42110-418		RECRUITING	\$625.00	103898054	Pre-employment
Total			\$625.00		
70720	01/08/24	CORE AND MAIN			
E 601-49440-227		UTILITY SYSTEM MAINT	\$916.86		GV and MH Melt on Protectors
E 602-49490-227		UTILITY SYSTEM MAINT	\$1,423.50		GV and MH Melt on Protectors
E 601-49440-227		UTILITY SYSTEM MAINT	\$2,047.00	1002675	Water Testing Chemicals
Total			\$4,387.36		
70721	01/08/24	ECM PUBLISHERS, INC			
E 101-41320-351		LEGAL NOTICE & ORD P	\$228.80	978653	Budget Summary
E 101-41910-351		LEGAL NOTICE & ORD P	\$45.38	979439	PH Easement
Total			\$274.18		
70722	01/08/24	ENGEL WATER TESTING			
E 601-49440-227		UTILITY SYSTEM MAINT	\$660.00	23-27460	Water Samples (22)
Total			\$660.00		
70723	01/08/24	Ess Brothers & Sons			
E 602-49490-227		UTILITY SYSTEM MAINT	\$264.00	DD10928	Manhole Adj Ring for FM#1 ARV on Co Road 110N
Total			\$264.00		
70724	01/08/24	FACTORY MOTOR PARTS			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$258.88	69-511572	Batteries for Truck #9
Total			\$258.88		
70725	01/08/24	FASTENAL COMPANY			
E 101-43121-224		STREET MAINTENANCE	\$271.73	MNWAC7678	Sign Mounting Hardware
Total			\$271.73		
70726	01/08/24	FRONTIER OH			
E 601-49440-381		ELECTRIC UTILITIES	\$392.50	952-196-0117	Well #5 Phone Service
E 101-43121-321		TELEPHONE	\$94.30	952-472-1082	Fire Alarm-PW
Total			\$486.80		
70727	01/08/24	Fury Motors			
E 101-42110-221		EQUIPMENT PARTS, TIR	\$1,423.33	777663/1	Unit 79-Oil Change, Tire Rotation, Brake Job

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,423.33		
70728	01/08/24	GILLETTE, PETER & KRISTEN			
G 101-2025		DEPOSITS PAYABLE	\$10,000.00		MB-22299 R1 Temp Co Rtn- 5766 Kramer Road
Total			\$10,000.00		
70729	01/08/24	Gopher State One Call			
E 601-49440-227		UTILITY SYSTEM MAINT	\$51.97	3120605	Sewer & Water Locates
E 602-49490-227		UTILITY SYSTEM MAINT	\$51.98	3120605	Sewer & Water Locates
Total			\$103.95		
70730	01/08/24	HAWKINS INC			
E 601-49440-227		UTILITY SYSTEM MAINT	\$220.00	6647813	Chlorine Cylinder Demurrage
E 601-49440-227		UTILITY SYSTEM MAINT	\$2,664.05	6653398	WTP Chemicals
Total			\$2,884.05		
70731	01/08/24	HEGEHOLZ, ADAM			
E 101-43121-417		UNIFORMS	\$215.05		Boot Reimbursement
Total			\$215.05		
70732	01/08/24	HIPERLINE			
E 602-43251-580		OTHER EQUIPMENT	\$56,486.90	1387	Sealing and Grouting of Manholes to Stop I & I
Total			\$56,486.90		
70733	01/08/24	HOTSY MINNESOTA			
E 101-43121-224		STREET MAINTENANCE	\$501.26	19445	Pressure Washer Check and Soap Refill
Total			\$501.26		
70734	01/08/24	IRON RIVER			
R 101-200-32210		BUILDING PERMITS	\$383.81		MB-23184 R1 Permit Cancel 3320 Eagle Bluff Rd
Total			\$383.81		
70735	01/08/24	KENNEDY & GRAVEN, CHARTERED			
E 101-41610-304		LEGAL FEES - ATTORNE	\$3,000.00	178806	General
E 101-41610-304		LEGAL FEES - ATTORNE	\$441.50	MN415-0014	Administration
E 101-41610-304		LEGAL FEES - ATTORNE	\$570.00	MN415-0026	General Personnel Matters
G 801-1170		LAND USE RECEIVABLE	\$527.00	MN415-0037	* Simple Subdivision Thaler
Total			\$4,538.50		
70736	01/08/24	Kenneth Potts P.A			
E 101-41610-305		PROSECUTING ATTORN	\$9,000.00	4th Qtr 2023	Prosecution Services 10/1/23-12/31/23
Total			\$9,000.00		
70737	01/08/24	KRAMER, DARBY			
R 601-400-37120		UNDISTRIBUTED UTILITI	\$88.10		Refund Overpayment on Utility
Total			\$88.10		
70738	01/08/24	KRAMIN, ERIC & BRITTA			
E 433-43122-530		IMPROVEMENTS	\$319.74	07827231	Repair to Invisible Fence at 1341 Morningview Dr- Damage during project
Total			\$319.74		

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
70739	01/08/24	Lano Equipment of Loretto			
E 101-43121-221		EQUIPMENT PARTS, TIR	\$366.23	03-1046381	Door Glass and Seal for Track Skid Steer #29
		Total	\$366.23		
70740	01/08/24	LEGEND COMPANIES			
E 101-42110-401		BLDG/STRUCT MAINTEN	\$855.00	110808	Planned Maintenance Per Contract
		Total	\$855.00		
70741	01/08/24	MATRIX COMMUNICATIONS			
E 101-42110-321		TELEPHONE	\$75.00	M007729	Setting up Voicemail
		Total	\$75.00		
70742	01/08/24	Media Com			
E 673-49600-307		PROFESSIONAL SERVIC	\$405.47		Internet
		Total	\$405.47		
70743	01/08/24	MEYERHOFF, ANN			
E 101-41320-433		DUES & SUBSRIPT & TR	\$26.20		Mileage Reimbursement
		Total	\$26.20		
70744	01/08/24	MID COUNTY			
E 601-49440-212		MOTOR FUELS AND LUB	\$290.84	59227	Dyed Diesel Fuel
E 602-49490-212		MOTOR FUELS AND LUB	\$290.84	59227	Dyed Diesel Fuel
E 101-43121-212		MOTOR FUELS AND LUB	\$727.10	59227	Dyed Diesel Fuel
E 101-43125-212		MOTOR FUELS AND LUB	\$145.42	59227	Dyed Diesel Fuel
		Total	\$1,454.20		
70745	01/08/24	MORRIES Parts and Service Group			
E 601-49440-404		VEHICLE & EQUIP MAIN	\$1,682.69	585466	Repair of Truck #7
E 101-43121-404		VEHICLE & EQUIP MAIN	\$282.47	585842	Oil Change
		Total	\$1,965.16		
70746	01/08/24	Capital One Trade Credit			
E 101-43121-240		SMALL TOOLS AND MIN	\$169.05	52971770	Cordless Grinder for PW Shop
E 101-43121-240		SMALL TOOLS AND MIN	\$102.55	52971791	Cordless Oscillating saw
		Total	\$271.60		
70747	01/08/24	Per Mar Security Services			
E 601-49440-227		UTILITY SYSTEM MAINT	\$105.30	3199290	Monitoring
E 601-49440-227		UTILITY SYSTEM MAINT	\$105.30	3199291	Monitoring
		Total	\$210.60		
70748	01/08/24	PETERS, GARY			
E 101-43121-417		UNIFORMS	\$101.16		Boot Reimbursement
		Total	\$101.16		
70749	01/08/24	POLSFUSS, ALLIE			
E 101-41320-437		MISCELLANEOUS EXPE	\$64.68		Mileage and Supplies for Employee Appreciation
		Total	\$64.68		
70750	01/08/24	Postmaster			

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 602-49490-322		POSTAGE	\$388.91	PI89	Utility Postage
E 671-43230-322		POSTAGE	\$129.64	PI89	Utility Postage
E 601-49440-322		POSTAGE	\$648.19	PI89	Utility Postage
E 651-49590-322		POSTAGE	\$129.64	PI89	Utility Postage
		Total	\$1,296.38		
70751	01/08/24	RETTKE, NICK			
E 101-43121-417		UNIFORMS	\$340.02		Boot Reimbursement
		Total	\$340.02		
70752	01/08/24	SANDBERG, CHRIS			
E 101-43121-417		UNIFORMS	\$286.70		Boot Reimbursement
		Total	\$286.70		
70753	01/08/24	Stericycle, Inc.			
E 101-41320-307		PROFESSIONAL SERVIC	\$161.90	8005759954	Shredding Services
		Total	\$161.90		
70754	01/08/24	Toll Gas & Welding Supply			
E 101-43121-215		SHOP MATERIALS	\$25.42	40187436	Cylinders
		Total	\$25.42		
70755	01/08/24	UNITED SYSTEMS AND SOFTWARE			
E 601-49440-227		UTILITY SYSTEM MAINT	\$9,713.60	103114	Water Meters ERTS
		Total	\$9,713.60		
70756	01/08/24	US BANK EQUIPMENT FINANCE			
E 101-41320-307		PROFESSIONAL SERVIC	\$41.86	518360797	Copier
E 101-41910-307		PROFESSIONAL SERVIC	\$41.86	518360797	Copier
E 101-43121-307		PROFESSIONAL SERVIC	\$41.86	518360797	Copier
E 601-49440-307		PROFESSIONAL SERVIC	\$41.87	518360797	Copier
E 602-49490-307		PROFESSIONAL SERVIC	\$41.87	518360797	Copier
		Total	\$209.32		
70757	01/08/24	VERIZON WIRELESS			
E 101-42110-321		TELEPHONE	\$63.16	9952511499	PD Cell phones
E 101-43121-321		TELEPHONE	\$63.17	9952511499	PW Cell Phones
		Total	\$126.33		
70758	01/08/24	CINTAS			
E 101-43121-417		UNIFORMS	\$124.34	4178744223	Uniforms
		Total	\$124.34		
70759	01/08/24	DVS			
E 602-49490-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs
E 101-45202-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs
E 101-45202-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 4
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 5
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 6
E 601-49440-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 7

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42401-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Inspector
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 9
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 10
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 11
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 13
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tab-Truck 16
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 17
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 18
E 101-42401-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Building Inspections
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Truck 20
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Trailer 20
E 101-43121-404		VEHICLE & EQUIP MAIN	\$22.25		Tabs-Trailer 21
E 101-45202-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Trailer 22
E 101-43121-404		VEHICLE & EQUIP MAIN	\$21.25		Tabs-Trailer 24
E 101-43121-404		VEHICLE & EQUIP MAIN	\$25.25		Tabs-Trailer 26
		Total	\$472.50		
70760	01/08/24	Metropolitan Council WW Servic			
E 602-49490-438		EXPENSE MWCC	\$33,680.86	0001166818	* Monthly Sewer
		Total	\$33,680.86		
70761	01/08/24	MAMA			
E 101-41320-433		DUES & SUBSRIPT & TR	\$45.00	1662	Membership-Kruggel
		Total	\$45.00		
70762	01/08/24	NCPERS MINNESOTA - 632400			
G 101-2380		PAYROLL CLEARING LIF	\$240.00	63240012024	*PERA life Ins Employer Paid
		Total	\$240.00		
70763	01/08/24	RITEWAY			
E 101-41320-202		COPY & PRINTING SUPP	\$295.97	23-85262	W2, 1099s and Envelopes
		Total	\$295.97		
1002858 e	12/01/23	Four M Fund			
G 101-1040		INVESTMENTS	\$2,000,000.00	12/1/23	Transfer from checking to Investment 4M Fund
		Total	\$2,000,000.00		
1002859 e	12/04/23	MEDSURETY, LLC			
E 101-41320-437		MISCELLANEOUS EXPE	\$30.00	27655	Cobra Continuation Admin
		Total	\$30.00		
1002860 e	12/06/23	PSN			
E 601-49440-307		PROFESSIONAL SERVIC	\$727.94	12/4/23	MONTHLY ONLINE PAYMENT FEES NOVEMBER 2023; WATER
E 602-49490-307		PROFESSIONAL SERVIC	\$727.94	12/4/23	MONTHLY ONLINE PAYMENT FEES NOVEMBER 2023; SEWER
E 651-49590-307		PROFESSIONAL SERVIC	\$485.29	12/4/23	MONTHLY ONLINE PAYMENT FEES NOVEMBER 2023;SWM
E 671-43230-307		PROFESSIONAL SERVIC	\$485.29	12/4/23	MONTHLY ONLINE PAYMENT FEES NOVEMBER 2023;RECYCLE
		Total	\$2,426.46		

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 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1002861 e	12/07/23	AFLAC			
G 101-2348		AFLAC INS	\$98.30	920631	Aflac Supplemental Insurance
		Total	\$98.30		
1002862 e	12/11/23	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$13,912.41		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$14,403.42		* PR - SS/Medicare w/h
		Total	\$28,315.83		
1002863 e	12/11/23	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$6,566.60		* State w/h
		Total	\$6,566.60		
1002864 e	12/11/23	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$28,706.55		* Pera w/h
		Total	\$28,706.55		
1002865 e	12/11/23	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$400.00		* Roth IRA Contributions
		Total	\$400.00		
1002866 e	12/11/23	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$2,273.36		* Deferred Comp w/h
		Total	\$2,273.36		
1002867 e	12/11/23	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$250.00		* Hcsp
		Total	\$250.00		
1002868 e	12/11/23	Optum			
G 101-2347		HSA CLEARING ACCT	\$5,133.64		HSA Employer and Employee Cont
		Total	\$5,133.64		
1002869 e	12/18/23	LaTour Construction, Inc.			
E 433-43122-530		IMPROVEMENTS	\$198,045.58	12/18/23	2023 STREET & UTILITY IMPVMT PROJ PAY VOUCHER #6
E 601-43241-530		IMPROVEMENTS	\$186,395.82	12/18/23	2023 STREET & UTILITY IMPVMT PROJ PAY VOUCHER #6
E 602-43251-530		IMPROVEMENTS	\$3,883.24	12/18/23	2023 STREET & UTILITY IMPVMT PROJ PAY VOUCHER #6
		Total	\$388,324.64		
1002870 e	12/13/23	XCEL ENERGY			
E 601-49440-381		ELECTRIC UTILITIES	\$9,529.71	51-6565410-8	Electricity-Wells/Watertower
		Total	\$9,529.71		
1002871 e	12/13/23	TASC			
G 101-2346		PR CLEARING DAYCARE	\$416.66		* Dependent Care
		Total	\$416.66		
1002872 e	12/15/23	BRIDGEWATER BANK			
E 101-41320-437		MISCELLANEOUS EXPE	\$168.00		REMOTE AND POSITIVE PAY MONTHLY FEE

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
 UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
 12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$168.00		
1002873 e	10/06/23	TASC			
G 101-2346		PR CLEARING DAYCARE	\$208.33		* Dependent Care
Total			\$208.33		
1002874 e	12/21/23	Petty Cash			
E 101-41320-322		POSTAGE	\$42.80		Postage
E 601-49440-322		POSTAGE	\$15.28		(12 Reimb. Slips)
E 101-43121-437		MISCELLANEOUS EXPE	\$10.80		Klein jury duty
Total			\$68.88		
1002875 e	12/21/23	Petty Cash			
E 101-42110-431		TRAIN/MTG/EXP & SUPP	\$11.93		Meeting
E 101-42110-322		POSTAGE	\$17.60		Mail
E 101-42110-404		VEHICLE & EQUIP MAIN	\$52.00		Register 85 & 86
Total			\$81.53		
1002876 e	12/27/23	TASC			
G 101-2346		PR CLEARING DAYCARE	\$416.82		* Dependent Care
Total			\$416.82		
1002877 e	12/27/23	Internal Revenue Service			
G 101-2300		PAYROLL CLEARING FE	\$12,368.93		* PR - Fed w/h
G 101-2320		PAYROLL CLEARING FIC	\$13,346.96		* PR - SS/Medicare w/h
Total			\$25,715.89		
1002878 e	12/27/23	MINNESOTA DEPT. OF REV.			
G 101-2310		PAYROLL CLEARING ST	\$5,986.38		* State w/h
Total			\$5,986.38		
1002879 e	12/27/23	Public Employees Retirement			
G 101-2330		PAYROLL CLEARING PE	\$26,442.38		* Pera w/h
Total			\$26,442.38		
1002880 e	12/27/23	Optum			
G 101-2347		HSA CLEARING ACCT	\$5,133.35		HSA Employer and Employee Cont
Total			\$5,133.35		
1002881 e	12/27/23	HCSP			
G 101-2370		PAYROLL CLEARING DE	\$250.00		* HCSP
Total			\$250.00		
1002882 e	12/27/23	EDWARD JONES			
G 101-2370		PAYROLL CLEARING DE	\$2,274.93		* Deferred Comp w/h
Total			\$2,274.93		
1002883 e	12/28/23	ICMA			
G 101-2370		PAYROLL CLEARING DE	\$400.00		* Roth IRA Contributions
Total			\$400.00		
1002884 e	01/03/24	TASC			

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Batch: 12012023 4MP,Medsurety1223,Aflac122023,120423PSN,PR12072023,12132023HP,121823 STREET _
UTIL,Xcel121323,Tasc121323,PC CityHall 121523,122223 HP,121523 Bridge,PC-police
12212023,Tasc100623,Tasc122623,PR12212023,Tasc010324,010824AP24,010824AP23

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-2345		PR CLEARING HEALTH F	\$495.41		* FSA Medical
		Total	\$495.41		
		1010 1ST BK OF THE LAKES	\$3,608,678.86		

Fund Summary

1010 1ST BK OF THE LAKES

101 GENERAL FUND	\$2,541,376.49
401 CAPITAL IMPROVEMENT PROGRAM	\$64,954.14
404 PARK DEDICATION FUND	\$112,172.70
406 ROAD MAINTENANCE FUND	\$5,278.00
433 2023 STREET PROJECTS	\$268,159.28
601 WATER FUND	\$397,771.38
602 SEWER FUND	\$187,876.95
651 STORM WATER MGMT FUND	\$7,471.46
671 RECYCLING FUND	\$19,554.09
673 CABLE	\$1,175.37
801 LANDUSE AGENCY	\$2,889.00
	\$3,608,678.86

CITY OF MINNETRISTA



CONSENT AGENDA ITEM 4h

Subject: Designating Polling Place for the 2024 Election Cycle
Prepared By: Ann Meyerhoff, City Clerk
Meeting Date: January 8, 2024

Background:

In past elections, the City of Minnetrista has used Freshwater Community Church, located at 4319 Steiner Street, St Bonifacius, MN as a polling place for Precinct 3. On December 11, 2023, city staff was notified that the space is no longer available to be used as a polling place due to a remodel and the space being rented out.

We have reached out the Minnetrista Baptist Church, located at 8325 Kennedy Memorial Drive, St Bonifacius to inquire about utilizing the space for Precinct 3. The church has recently built a community room that would work nicely as a polling place, and they are willing to work with the City during the 2024 election cycle and beyond.

The City has three elections during the 2024 election cycle; the Presidential Nomination Primary (PNP,) Primary Election, and General Election. State Statue 204B.175 Sub. 2, allows for election officials to change a polling place if one previously used becomes unavailable.

Once approved, the City will notify the County and Secretary of State of this change as well as registered voters in Precinct 3. Notice will also be posted at Freshwater Church on Election Day stating the location of the new polling place.

The following are the four (4) polling locations that the City of Minnetrista currently uses for their polling places with the change in Precinct 3:

Precinct 1 – Westonka District Education Center
5901 Sunnyfield Rd E
Minnetrista MN 55364

Precinct 2 – Minnetrista City Hall
7701 County Road 110 W
Minnetrista MN 55364

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.

Precinct 3 – Minnetrista Baptist Church
8325 Kennedy Memorial Drive
St. Bonifacius MN 55375

Precinct 4 – Minnetrista Police Training Room
7651 County Road 110 W
Minnetrista MN 55375

Staff is recommending the change of using Minnetrista Baptist Church as a polling place for upcoming elections in Precinct 3.

Fiscal Impact: None at this time

<u>Recommended City Council Action:</u> Approve Res. No. ____ Approving the Change of a Polling Place for the 2024 Presidential Nomination Primary and Election Cycle
--

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.

RESOLUTION NO. 2-24
CITY OF MINNETRISTA
APPROVING CHANGE AND DESIGNATION OF POLLING PLACES FOR THE 2024
ELECTION CYCLE

WHEREAS, Minnesota Statutes 204B.175, subd.2 allows for election officials to change a polling place if one previously used becomes unavailable; and

WHEREAS; Freshwater Community Church is no longer available to be used as a polling place for Precinct 3; and

WHEREAS; Minnetrista Baptist Church has agreed to let the City use their facility as a new polling place for Precinct 3; and

WHEREAS, the presidential primary is March 5, 2024 and the state primary is August 13, 2024 and the state general election is November 5, 2024;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Minnetrista, in compliance with the terms and provisions of Minnesota Statutes Section 204B.16, hereby designates the following polling places for elections conducted in the City in 2024:

Precinct 1	Westonka District Education Center	5901 Sunnyfield Rd E
Precinct 2	Minnetrista City Hall	7701 County Road 110 W
Precinct 3	Minnetrista Baptist Church	8325 Kennedy Memorial Dr. St. Bonifacius
Precinct 4	Minnetrista Police Training Room	7651 County Road 110 W

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this Resolution to the Hennepin County Elections Office.

Adopted by the City Council of the City of Minnetrista this 8th day of January, 2024 by a vote of _____ ayes and _____ Nays.

Lisa Whalen, Mayor

ATTEST:

Ann Meyerhoff, City Clerk

(Seal)

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 6a

Subject: Consider Approval of Law Enforcement Labor Services (LELS) 473 Labor Union Agreement

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

Meeting Date: January 8, 2024

Issue: The Community Service Officer (CSO) labor agreement expired on 12/31/2023. LELS 473 and the City were not able to come to terms on an agreement, which led to a mediation event. The mediation event culminated with a proposed agreement for City Council consideration.

Overview: The attached proposed agreement between the LELS 473 group and the City of Minnetrista has the proposed changes:

1. Contract term will be January 1, 2024 through December 31, 2026
2. Article 12 – reflects a family contribution change from \$1,300 to \$1,500 and an insurance reopener in 2025 and 2026.
3. Article 13 – reflects a total of \$525 or \$175 per year.
4. Article 17 – includes the addition of Juneteenth to the list of holidays
5. Article 20 – wages demonstrate a 14.5% increase in 2024, a 3% increase in 2025, and a 2% increase in 2026

The aforementioned proposed changes are consistent with the other LELS contracts, and the wage adjustments are supported by market data.

Attached you will see a redlined version of the proposed agreement along with a clean version.

Recommended City Council Action: The Personnel Committee is recommending approval of the proposed labor agreement with LELS 473 for a term of three years.

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.

COMMUNITY SERVICE OFFICERS: LOCAL NO. 473

JANUARY 1, 202~~2~~4 - DECEMBER 31, 202~~3~~6

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**LABOR AGREEMENT BETWEEN
CITY OF MINNETRISTA
AND LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 473)**

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 202~~4~~² between the City of Minnetrista, hereinafter called the EMPLOYER, and Local No. 473 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 Community Service Officer bargaining unit as identified by the Bureau of Mediation Services, Certification and Exclusive Representative dated February 4, 2021, Case No. 21PCE1072.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (Local No. 473).
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 473).
- 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. 473).

- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's 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 with in 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 moneys 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 the laws of the United States, the State of Minnesota, and the City of Minnetrista. 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 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 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 employees' 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 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, 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 EMPLOYER'S answer in writing within ten (10) calendar days after receipt of the 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 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. Before filing for arbitration and upon agreement by both the EMPLOYER and the UNION, mediation services facilitated by the Minnesota State Bureau of Mediation Services may be requested.

Step 5. 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 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.

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. discharge
- 8.2 Suspensions 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 1st through December 31st of each calendar year.

ARTICLE 10 - WORK SCHEDULE

- 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: Employees who must attend a department meeting on a scheduled day off or are not regularly scheduled to work, will receive a minimum of three (3) hours pay at one and one-half (1.5) times the employee's regular pay. Employees who are on duty or scheduled to work in conjunction with the department meeting 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 (1.5) times the employee's regular base rate of pay for hours worked in excess of the employee's regularly scheduled shift, including training and department meetings when outside of the employee'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 doing so.

11.7 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 one and one-half (1.5) times their rate of pay under Article 11.1.

ARTICLE 12 - INSURANCE

12.1 For 2022 the Employer will contribute the following towards employee benefits:

<u>Tier</u>	<u>Contribution</u>
Employee	\$900.00
Family	\$1,5300.00

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 Health Savings Account (HSA). There will be an insurance re-opener in 202~~5~~2 and 202~~6~~3.

ARTICLE 13 - UNIFORMS

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

13.1.1 Footwear and Equipment Allowance: The employee shall be allocated up to ~~three hundred~~ five hundred and twenty five dollars (\$~~525~~300.00) for the ~~two~~ three (~~3~~2) year term of the contract. This allowance is based on a \$~~175~~50.00 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.

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

ARTICLE 14 - SICK LEAVE

14.1 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.

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

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

14.2.2 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 employee's spouse, partner, child parent, or sibling residing with employee.

14.3 Severance Pay

a. Employees must leave in good standing, meaning the employee must provide at least a two (2) week written notice to the EMPLOYER prior to separation date.

<u>Years of Service</u>	<u>Separation Benefit</u>
Start to 5 years	0% of accumulated sick leave
6 to 10 years	25% of accumulated sick leave
11-15 years	30% of accumulated sick leave
16-20 years	40% of accumulated sick leave
21+ years	55% of accumulated sick leave

- c. Severance pay will be paid at the employee's hourly rate of pay at the time of separation. No severance pay will be paid if termination is due to disciplinary action.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.1 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.
- 15.2 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 employee's 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 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.
 - 15.2.1 Eligibility to use injury on duty pay shall cease nine (9) calendar months from the date of the injury.
- 15.3 Funeral Leave. The employee shall receive a maximum of three (3) scheduled workdays 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.
- 15.4 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.
- 15.5 Military Reserve. Employees serving in the military reserve shall suffer no loss in their normal salary to the extent provided by law.
- 15.6 Employee Notice. Employees requesting to be absent from scheduled work shall have the personal responsibility to notify their supervisor as soon as possible prior to the start of their scheduled workday of their intended absence, the reasons for the absence and the expected duration of the absence.

ARTICLE 16 - VACATIONS

16.1 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>Hours of Vacation</u>
0 - 5 years of continuous service	80 hours/year
6 - 10 years of continuous service	120 hours/year
11 - 15 years of continuous service	140 hours/year
16 - 20 years of continuous service	160 hours/year
21+ years of continuous service	180 hours/year

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

ARTICLE 17 - HOLIDAY

17.1 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 Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Christmas Eve, Christmas, and a Floating Holiday. The listed holidays equal a total of ~~14~~15 days

17.2 If employees are required to work on an observed holiday (listed in 17.1), they shall be compensated at the rate of two (2) times their regular hourly rate.

17.3 In addition to the holidays listed in 17.1, all full-time employees shall receive one (8-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 eight (8) hours of regular pay.

ARTICLE 18 - PART-TIME EMPLOYEE BENEFITS

18.1 Part-time employee regularly assigned by the EMPLOYER to work more than thirty-two (32) 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.

18.2 Part-time employees regularly assigned by the EMPLOYER to work less than thirty-two (32) hours per week shall not receive any benefits under this Labor Agreement.

ARTICLE 19 - STAND-BY/COURT TIME

19.1 Employees shall be compensated one-half (0.5) hour of their regular hourly base pay for every hour placed on stand-by for court. Employees shall be responsible for checking with the department and/or attorney regarding their stand-by status.

19.2 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 (1.5) times the employee's base payrate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three-hour (3) minimum.

19.3 The EMPLOYER shall compensate employees at the Internal Revenue Service (IRS) rate, for mileage between home and court, when the employee is off-duty and driving a personal vehicle

ARTICLE 20 - WAGES

20.1 Effective on January 1, 202~~42~~, employees' base pay shall be paid according to the following:

COMMUNITY SERVICE OFFICER

<u>Years of Service</u>	<u>Step Number</u>	<u>2022</u>	<u>Monthly</u>	<u>Yearly</u>
<u>Start</u>	<u>1</u>	<u>\$21.42</u>	<u>\$3,712.80</u>	<u>\$44,553.60</u>
<u>After 5 Years</u>	<u>2</u>	<u>\$22.30</u>	<u>\$3,865.33</u>	<u>\$46,384.00</u>

<u>Years of Service</u>	<u>Step Number</u>	<u>2023</u>	<u>Monthly</u>	<u>Yearly</u>
<u>Start</u>	<u>1</u>	<u>\$22.01</u>	<u>\$3,815.07</u>	<u>\$45,780.80</u>
<u>After 5 Years</u>	<u>2</u>	<u>\$22.92</u>	<u>\$3,972.80</u>	<u>\$47,673.60</u>

COMMUNITY SERVICE OFFICER

<u>Years of Service</u>	<u>Step Number</u>	<u>2024 (+14.5%)</u>	<u>Monthly</u>	<u>Yearly</u>
<u>Start</u>	<u>1</u>	<u>\$25.20</u>	<u>\$4,368.25</u>	<u>\$52,419.02</u>
<u>After 5 Years</u>	<u>2</u>	<u>\$26.24</u>	<u>\$4,548.86</u>	<u>\$54,586.27</u>

<u>Years of Service</u>	<u>Step Number</u>	<u>2025 (+3.0%)</u>	<u>Monthly</u>	<u>Yearly</u>
<u>Start</u>	<u>1</u>	<u>\$25.96</u>	<u>\$4,499.30</u>	<u>\$53,991.59</u>
<u>After 5 Years</u>	<u>2</u>	<u>\$27.03</u>	<u>\$4,685.32</u>	<u>\$56,223.86</u>

<u>Years of Service</u>	<u>Step Number</u>	<u>2026 (+2.0%)</u>	<u>Monthly</u>	<u>Yearly</u>
<u>Start</u>	<u>1</u>	<u>\$26.48</u>	<u>\$4,589.28</u>	<u>\$55,071.42</u>
<u>After 5 Years</u>	<u>2</u>	<u>\$27.57</u>	<u>\$4,779.03</u>	<u>\$57,348.34</u>

20.2 COMP TIME:

Instead of overtime, employees may earn compensatory time off on a time-and one-half basis for all overtime hours. Such compensatory time may be accumulated up to forty (40) hours maximum. Employees may "bank" up to forty (40) hours of compensatory time 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 not 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 21 - WAIVER

- 21.1 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.
- 21.2 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 of either or both of the parties at the time this Contract was negotiated or executed.

ARTICLE 22 - DURATION

This Agreement shall be effective as of January 1, 202~~24~~4 and shall remain in full force and effect until December 31, 202~~36~~6.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th-day of January, 202~~41~~1.

CITY OF MINNETRISTA

LAW ENFORCEMENT LABOR SERVICES, INC.

Mayor, City of Minnetrista

LELS Business Agent

City Clerk, City of Minnetrista

Union Steward, LELS Local #473

City Administrator, City of Minnetrista

LABOR AGREEMENT

BETWEEN



CITY OF MINNETRISTA

AND



LAW ENFORCEMENT LABOR SERVICES, INC.

COMMUNITY SERVICE OFFICERS: LOCAL NO. 473

JANUARY 1, 2024 - DECEMBER 31, 2026

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**LABOR AGREEMENT BETWEEN
CITY OF MINNETRISTA
AND LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 473)**

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2024 between the City of Minnetrista, hereinafter called the EMPLOYER, and Local No. 473 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 Community Service Officer bargaining unit as identified by the Bureau of Mediation Services, Certification and Exclusive Representative dated February 4, 2021, Case No. 21PCE1072.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (Local No. 473).
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 473).
- 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. 473).

- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's 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 with in 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 moneys 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 the laws of the United States, the State of Minnesota, and the City of Minnetrista. 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 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 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 employees' 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 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, 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 EMPLOYER'S answer in writing within ten (10) calendar days after receipt of the 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 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. Before filing for arbitration and upon agreement by both the EMPLOYER and the UNION, mediation services facilitated by the Minnesota State Bureau of Mediation Services may be requested.

Step 5. 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 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.

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. verbal reprimand
 - b. written reprimand
 - c. suspension
 - d. discharge
- 8.2 Suspensions 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 1st through December 31st of each calendar year.

ARTICLE 10 - WORK SCHEDULE

- 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: Employees who must attend a department meeting on a scheduled day off or are not regularly scheduled to work, will receive a minimum of three (3) hours pay at one and one-half (1.5) times the employee's regular pay. Employees who are on duty or scheduled to work in conjunction with the department meeting 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 (1.5) times the employee's regular base rate of pay for hours worked in excess of the employee's regularly scheduled shift, including training and department meetings when outside of the employee'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 doing so.

11.7 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 one and one-half (1.5) times their rate of pay under Article 11.1.

ARTICLE 12 - INSURANCE

12.1 For 2022 the Employer will contribute the following towards employee benefits:

<u>Tier</u>	<u>Contribution</u>
Employee	\$900.00
Family	\$1,500.00

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 Health Savings Account (HSA). There will be an insurance re-opener in 2025 and 2026.

ARTICLE 13 - UNIFORMS

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

13.1.1 Footwear and Equipment Allowance: The employee shall be allocated up to five hundred and twenty five dollars(\$525.00) for the three (3) year term of the contract. This allowance is based on a \$175.00 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.

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

ARTICLE 14 - SICK LEAVE

14.1 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.

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

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

14.2.2 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 employee's spouse, partner, child parent, or sibling residing with employee.

14.3 Severance Pay

a. Employees must leave in good standing, meaning the employee must provide at least a two (2) week written notice to the EMPLOYER prior to separation date.

<u>Years of Service</u>	<u>Separation Benefit</u>
Start to 5 years	0% of accumulated sick leave
6 to 10 years	25% of accumulated sick leave
11-15 years	30% of accumulated sick leave
16-20 years	40% of accumulated sick leave
21+ years	55% of accumulated sick leave

- c. Severance pay will be paid at the employee's hourly rate of pay at the time of separation. No severance pay will be paid if termination is due to disciplinary action.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.1 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.
- 15.2 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 employee's 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 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.
 - 15.2.1 Eligibility to use injury on duty pay shall cease nine (9) calendar months from the date of the injury.
- 15.3 Funeral Leave. The employee shall receive a maximum of three (3) scheduled workdays 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.
- 15.4 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.
- 15.5 Military Reserve. Employees serving in the military reserve shall suffer no loss in their normal salary to the extent provided by law.
- 15.6 Employee Notice. Employees requesting to be absent from scheduled work shall have the personal responsibility to notify their supervisor as soon as possible prior to the start of their scheduled workday of their intended absence, the reasons for the absence and the expected duration of the absence.

ARTICLE 16 - VACATIONS

16.1 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>Hours of Vacation</u>
0 - 5 years of continuous service	80 hours/year
6 - 10 years of continuous service	120 hours/year
11 - 15 years of continuous service	140 hours/year
16 - 20 years of continuous service	160 hours/year
21+ years of continuous service	180 hours/year

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

ARTICLE 17 - HOLIDAY

17.1 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 Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Christmas Eve, Christmas, and a Floating Holiday. The listed holidays equal a total of 12 days

17.2 If employees are required to work on an observed holiday (listed in 17.1), they shall be compensated at the rate of two (2) times their regular hourly rate.

17.3 In addition to the holidays listed in 17.1, all full-time employees shall receive one (8-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 eight (8) hours of regular pay.

ARTICLE 18 - PART-TIME EMPLOYEE BENEFITS

18.1 Part-time employee regularly assigned by the EMPLOYER to work more than thirty-two (32) 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.

18.2 Part-time employees regularly assigned by the EMPLOYER to work less than thirty-two (32) hours per week shall not receive any benefits under this Labor Agreement.

ARTICLE 19 - STAND-BY/COURT TIME

19.1 Employees shall be compensated one-half (0.5) hour of their regular hourly base pay for every hour placed on stand-by for court. Employees shall be responsible for checking with the department and/or attorney regarding their stand-by status.

19.2 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 (1.5) times the employee's base payrate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three-hour (3) minimum.

19.3 The EMPLOYER shall compensate employees at the Internal Revenue Service (IRS) rate, for mileage between home and court, when the employee is off-duty and driving a personal vehicle

ARTICLE 20 - WAGES

20.1 Effective on January 1, 2024, employees' base pay shall be paid according to the following:

COMMUNITY SERVICE OFFICER

Years of Service	Step Number	2024 (+14.5%)	Monthly	Yearly
Start	1	\$25.20	\$4,368.25	\$52,419.02
After 5 Years	2	\$26.24	\$4,548.86	\$54,586.27

Years of Service	Step Number	2025 (+3.0%)	Monthly	Yearly
Start	1	\$25.96	\$4,499.30	\$53,991.59
After 5 Years	2	\$27.03	\$4,685.32	\$56,223.86

Years of Service	Step Number	2026 (+2.0%)	Monthly	Yearly
Start	1	\$26.48	\$4,589.28	\$55,071.42
After 5 Years	2	\$27.57	\$4,779.03	\$57,348.34

20.2 COMP TIME:

Instead of overtime, employees may earn compensatory time off on a time-and one-half basis for all overtime hours. Such compensatory time may be accumulated up to forty (40) hours maximum. Employees may "bank" up to forty (40) hours of compensatory time 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 not 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 21 - WAIVER

- 21.1 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.
- 21.2 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 22 - DURATION

This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of January, 2024.

CITY OF MINNETRISTA

LAW ENFORCEMENT LABOR SERVICES, INC.

Mayor, City of Minnetrista

LELS Business Agent

City Clerk, City of Minnetrista

Union Steward, LELS Local #473

City Administrator, City of Minnetrista

CITY OF MINNETRISTA



CITY COUNCIL AGENDA ITEM 6b

Subject: Consider Approval of Law Enforcement Labor Services (LELS) Groups 116, 343, and 473 Memos of Understanding (MOU) Related to the Earned Sick and Safe Time (ESST) Policy

Prepared By: Jasper Kruggel, City Administrator
Allie Polsfuss, Director of Administration

Meeting Date: January 8, 2024

Issue: The State of Minnesota recently passed legislation requiring employers to implement Earned Sick and Safe Time (ESST) policies within their organization.

Overview: Below is a link provided by the Minnesota Department of Labor and Industry answering basic questions about ESST.

<https://www.dli.mn.gov/business/employment-practices/faqs-earned-sick-and-safe-time-esst>

The City of Minnetrista is required to implement a policy as of January 1, 2024, and has worked with the various LELS groups to develop a policy that is appropriate to both parties.

There are three separate memos of understanding attached to this agenda item, one for each LELS group. An overview of how the policy will be implemented is below:

- 80 hours of existing sick time will be designated as ESST Time on 1/1/2024
- ESST will follow the State statute for allowed usages
 - The use of ESST is to be approved by the supervisor
- If an employee doesn't have 80 hours available (new or newer employees), their sick bank will go negative the amount it takes to balance out 80 hours of ESST. Employees will accrue 3.69 hours biweekly per the existing policy and eventually go towards positive.
 - If an employee doesn't have 80 hours available (new or newer employees), their sick bank will go negative the amount it takes to balance out 80 hours of ESST. Employees will accrue 3.69 hours biweekly per the existing policy and eventually go towards positive.
 - An employee cannot use negative sick time unless approved by the City Administrator
- An employee cannot use negative sick time unless approved by the City Administrator

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.

- An employee cannot use negative sick time unless approved by the City Administrator

Recommended City Council Action: The Personnel Committee is recommending approval of the three MOUs related to ESST and our LELS groups.

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.

MEMORANDUM OF AGREEMENT
CITY OF MINNETRISTA AND LELS, LOCAL 116
Earned Safe and Sick Time

This Memorandum of Agreement is entered into by and between the City of Minnetrista (“City”) and Law Enforcement Labor Services, Inc. Local No. 116 (hereafter “Union”).

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement (“CBA”) in effect from January 1, 2024 through December 31, 2026, covering licensed Police Officers in the Minnetrista Police Department and setting forth terms and conditions of employment, including sick leave benefits;

WHEREAS, in 2023 the Minnesota legislature enacted legislation mandating the provision of Earned Sick and Safe Time—Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (“the Statutes”)—with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413;

WHEREAS, the City adopted an Earned Sick and Safe Time Policy as required by the Statutes; and

WHEREAS, the parties engaged in negotiations over the effects of implementation of the City’s Earned Sick and Safe Time Policy on sick leave and severance benefits in the CBA;

NOW, THEREFORE, the City and the Union hereby agree as follows:

1. Effective January 1, 2024, Article 15 Sick Leave and Article 16 Leaves of Absence shall be amended to read as shown in the attached and incorporated Appendix A.
2. All other terms and conditions of the parties’ 2024-2026 Collective Bargaining Agreement shall remain in full force and effect.

For the City of Minnetrista

For L.E.L.S Local No. 116

Jasper Kruggel, City Administrator

L.E.L.S. Business Agent

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

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

MEMORANDUM OF AGREEMENT
CITY OF MINNETRISTA AND LELS, LOCAL 343
Earned Safe and Sick Time

This Memorandum of Agreement is entered into by and between the City of Minnetrista (“City”) and Law Enforcement Labor Services, Inc. Local No. 343 (hereafter “Union”).

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement (“CBA”) in effect from January 1, 2024 through December 31, 2026, covering licensed Sergeants and Lieutenants in the Minnetrista Police Department and setting forth terms and conditions of employment, including sick leave benefits;

WHEREAS, in 2023 the Minnesota legislature enacted legislation mandating the provision of Earned Sick and Safe Time—Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (“the Statutes”)—with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413;

WHEREAS, the City adopted an Earned Sick and Safe Time Policy as required by the Statutes; and

WHEREAS, the parties engaged in negotiations over the effects of implementation of the City’s Earned Sick and Safe Time Policy on sick leave and severance benefits in the CBA;

NOW, THEREFORE, the City and the Union hereby agree as follows:

1. Effective January 1, 2024, Article 15 Sick Leave and Article 16 Leaves of Absence shall be amended to read as shown in the attached and incorporated Appendix A.
2. All other terms and conditions of the parties’ 2024-2026 Collective Bargaining Agreement shall remain in full force and effect.

For the City of Minnetrista

For L.E.L.S Local No. 343

Jasper Kruggel, City Administrator

L.E.L.S. Business Agent

Union Steward, L.E.L.S Local 343

Union Steward, L.E.L.S Local 343

MEMORANDUM OF AGREEMENT
CITY OF MINNETRISTA AND LELS, LOCAL 473
Earned Safe and Sick Time

This Memorandum of Agreement is entered into by and between the City of Minnetrista (“City”) and Law Enforcement Labor Services, Inc. Local No. 343 (hereafter “Union”).

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement (“CBA”) in effect from January 1, 2024 through December 31, 2026, covering Community Service Officers in the Minnetrista Police Department and setting forth terms and conditions of employment, including sick leave benefits;

WHEREAS, in 2023 the Minnesota legislature enacted legislation mandating the provision of Earned Sick and Safe Time—Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (“the Statutes”)--with an effective date of January 1, 2024 and repealed Minnesota Statute 181.9413;

WHEREAS, the City adopted an Earned Sick and Safe Time Policy as required by the Statutes; and

WHEREAS, the parties engaged in negotiations over the effects of implementation of the City’s Earned Sick and Safe Time Policy on sick leave and severance benefits in the CBA;

NOW, THEREFORE, the City and the Union hereby agree as follows:

1. Effective January 1, 2024, Article 16 Sick Leave and Article 17 Leaves of Absence shall be amended to read as shown in the attached and incorporated Appendix A.
2. All other terms and conditions of the parties’ 2024-2026 Collective Bargaining Agreement shall remain in full force and effect.

For the City of Minnetrista

For L.E.L.S Local No. 473

Jasper Kruggel, City Administrator

L.E.L.S. Business Agent

Union Steward, L.E.L.S Local 473

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