

**VIRGINIA CITY COUNCIL  
MEETING AGENDA  
March 26, 2024 – 5:30 P.M.**

**1. CALL MEETING TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC FORUM (Limited to 5 minutes per Council protocol)**

**5. CONSENT AGENDA** (Note: Motion will be to approve the Consent Agenda as listed.)  
The following items will be enacted by one motion unless a Councillor or Citizen of the City of Virginia requests that the item be considered separately:

5.1 Approval/correction of minutes of Regular Meeting held March 12, 2024

5.2 Adoption of Finance Resolution No. 24-006 Schedule of Bills.

5.3 Approve the Following Travel:

a.) John Swenson to attend the MN JOAC June 10-14, 2024 in Duluth MN cost of \$650.00

b.) John Swenson to attend the MNCPA October 2-3, 2024 in Brainerd MN cost of \$700.00

c.) Henry Trunk to attend the Human Trafficking Investigations April 3-4, 2024 in Hermantown, MN cost of \$250

**6. APPEARANCES (Limited to 10 minutes)**

**7. UNFINISHED BUSINESS**

7.1 Clinic Lease

7.2 Property located at 410 5<sup>th</sup> Street South

**8. DISCUSSION ITEMS**

8.1 Permission to Seek Applicants for Baseball Coaches and Umpires

8.2 Adopt Resolution Approving Submittal of a Grant to Virginia Community Foundation for the Olcott Park Lions Club Building Re-siding Project (Recommendation from Park & Rec Commission)

8.3 Adopt Resolution Approving Submittal of a Grant to the Culture & Tourism Grant Program of Iron Range Resources and Rehabilitation for Music in the Park 2024 (Recommendation from Park & Rec Commission)

8.4 Adopt Resolution to approve the bid from Bougalis & Sons for the demolition of 225 2<sup>nd</sup> Street North in the amount of \$24,562.00

8.5 Adopt Resolution Approving contract with American Federation of State, County and Municipal Employees (AFSCME) for the period January 1, 2024 through December 31, 2026

**9. COMMITTEE REPORTS**

9.1 Committee of the Whole held March 19, 2024:

A.) Allow City staff to continue to work with Hawkins and People Service during the trial period and determine potential upgrades when and if needed at the Waste Water Treatment Plant

B.) Adopt Resolution to award the 6<sup>th</sup> Avenue West & 17<sup>th</sup> Street South Construction Project to Mesabi Bituminous in the amount of \$3,028,895.61

C.) Adopt Resolution to award the 10<sup>th</sup> Avenue West & 13<sup>th</sup> Street South Construction Project to Casper Construction in the amount of \$3,770,000.00

D.) Adopt Resolution for the Professional Services Agreement for the 6<sup>th</sup> Avenue West & 17<sup>th</sup> Street South Construction Project in the amount of \$230,000.00

- E.) Adopt Resolution for the Professional Services Agreement for 10<sup>th</sup> & 13<sup>th</sup> Construction Project in the amount of \$256,000.00
- F.) Approve re-classify the four residential properties from the non-conservation list
- G.) Approve leaving the Commercial Property for the Mirage Bar on the non-conservation list
- H.) Direct staff to devise a plan for each of the City owned buildings regarding the future steam conversion
- I.) Approve implementing the Vehicle Tracking Policy for safety purposes
- J.) Adopt Resolution to hire Patrol Officer Madison Sand contingent upon successfully passing the background and pre-employment physical and POST Board Licensure
- K.) Adopt Resolution to hire Patrol Officer Joshua Collotzi contingent upon successfully passing the background and pre-employment physical and POST Board Licensure
- L.) Adopt Resolution to hire Patrol Officer Ellarose DelGreco contingent upon successfully passing the background and pre-employment physical and POST Board Licensure
- M.) Direct staff to provide information on the credit amounts for 1, 2, and 3 week refunds for residential and commercial garbage

9.2 Personnel Committee Meeting – March 26, 2024

- A.) Adopt Resolution Approving Letter of Understanding (LOU) with American Federation of State, County and Municipal Employees (AFSCME) for Commercial Drivers' License Training and Job Bidding
- B.) Review Vacant Positions in City (Library, Finance, and Public Works)
- C.) Re-organization of Staffing at the Iron Trail Motors Event Center

**10. COMMISSION LIAISON REPORTS**

**11. DEPARTMENT HEAD REPORTS**

**12. COUNCIL REPORTS**

**13. Adjourn to Tuesday, April 9, 2024 at 5:30 p.m. in the Council Chambers**

**VIRGINIA CITY COUNCIL**  
**COUNCIL PROCEEDINGS**

**CITY OF VIRGINIA, MINNESOTA, March 12, 2024**

The regular meeting of the City Council of the City of Virginia, Minnesota, was called to order by Mayor Cuffe, Jr. at 5:30 P.M. in the Council Chambers.

Present: Councillor Motley, Friedlieb, Paulsen, Biondich, Johnson, Baranzelli, Mayor Cuffe, Jr. (7)

Absent: None

Mayor Cuffe, Jr. led the Pledge of Allegiance

Moved by Councillor Johnson, supported by Councillor Motley to amend the agenda to add the Proposed AFSMCE agreement for discussion. Motion Carried.

Attorney Bryan Lindsay presented the information on the tentative agreement with AFSCME. Each Councillor has reviewed the proposed agreement. The attorney stated that it is alignment with mediation discussions and the Council agrees with the proposed contract.

Moved by Councillor Johnson, supported by Councillor Friedlieb to approve the tentative contract agreement with AFSCME 454. Motion Carried.

Councillor Motley thanked everyone on the negotiating committee and as part of the committee recommends to move forward with the proposed agreement.

Moved by Councillor Friedlieb, supported by Councillor Johnson to approve the consent agenda as follows and to remove the Finance Resolution 24-005 for separate action:

1. Approval/correction of minutes of Regular Meeting held February 27, 2024
  2. Approve the Following Travel Request:
    - A.) Nick Grivna, to attend the USPCA Region 18 Narc Trail April 12-13, 2024 in Red Wing MN cost of \$195.00
    - B.) James Hipple to attend the Incident Leadership March 17-22, 2024 in Alexandria/Detroit Lakes MN cost of \$745.00
    - C.) Jason Krause to attend the Honor Guar Training April 13, 2024 in Willmar MN at no cost
  3. Approve the Transient Merchant License for Vincent Zakula d/a/b Kuya Vinny's
- Motion Carried.

Moved by Councillor Johnson, supported by Councillor Motley to approve the adoption of Finance

Resolution No. 24-005 Schedule of Bills.

Ayes: Councillor Johnson, Motley, Baranzelli, Friedlieb, Mayor Cuffe, Jr. (5)

Nays: None

Abstain: Councillor Paulsen, Biondich (2)

Motion Carried.

### **APPEARANCES (Limited to 10 minutes)**

Robert Henderson discussed the employee contract with AFSCME. Henderson noted that he spent time making notes on the contract negotiations. Henderson stated that there were, seven jobs cut, and the City wants to change the overtime rules and cut the health insurance. Henderson noted that he health care benefits should have been cut to the City Council and salary cuts to administrative staff. The AFSCME employers were aware of the budget constraints and everyone is happy they can go back to work tomorrow and the residents will get the services that were in place before the strike.

### **UNFINISHED BUSINESS**

Clinic Lease-no updates

Property located at 410 5<sup>th</sup> Street South- It was noted that the latest update the property owner was obligated to pay the fines. Bruce Kingsley attended the P&Z and asked if there was a permit issued and an escalating fine schedule if work wasn't done in time. Minimal work was done and questioned if there are repercussions due to missing the time lines. Bourbonais stated that an application was received and not sure if the permit has been issued and inspections have been loosely scheduled. The same compliance process will be followed.

### **DISCUSSION ITEMS**

Moved by Councillor Johnson, supported by Councillor Motley to approve re-schedule the August 13, 2024 Council meeting time due to Primary Election and to begin at 4:30 p.m. Motion Carried.

Moved by Councillor Johnson, supported by Councillor Motley to submit three letters of support for Apple Tree Learning Center to apply for Federal Funding. Motion Carried.

### **COMMITTEE REPORTS**

Committee of the Whole held March 5, 2024:

Moved by Councillor Johnson, supported by Councillor Motley to receive and file the Facilities Use Agreement with the American Red Cross for the Iron Trail Motors Event Center. Motion Carried.

Moved by Councillor Johnson, supported by Councillor Paulsen to form an interview panel for the proposed Golf Course Restaurant Lease. Motion Carried.

Moved by Councillor Paulsen, supported by Councillor Friedlieb to appoint Councillor Biondich and Councillor Johnson to the interview committee for the Golf Course Restaurant Lease. Motion Carried.

Moved by Councillor Biondich, supported by Councillor Johnson to approve the Joint Powers

Agreement for the MN Task Force Two Urban Search and Rescue Team with the City of Duluth. Motion Carried.

Councillor Johnson commended Deputy Fire Chief Jonnassen on the work he has done with the search and rescue team.

Moved by Councillor Motley, supported by Councillor Biondich to direct staff to develop a policy for future appointments and to authorize the Fire Chief and Deputy Fire Chief to recommend appointments to the Joint Powers Board and present to the Council for approval. Motion Carried.

Moved by Councillor Johnson, supported by Councillor Biondich to approve the Materials Collection Policy for Virginia Public Library. Motion Carried.

Moved by Councillor Friedlieb, supported by Councillor Johnson to approve the travel request for Mayor Larry Cuffe, Jr. to attend the Legislative session to testify for the EMS for rural ambulance with a cost of approximately \$400.00. Motion Carried.

#### COMMISSION LIAISON REPORTS

#### DEPARTMENT HEAD REPORTS

Britt See-Benes, City Administrator noted a meeting is scheduled regarding the Honda Hills area and to discuss the information from the soil.

City Clerk LaBine stated the Presidential Primary election is complete, Council filings will begin May 21, 2024 with the next Primary Election Tuesday, August 13, 2024.

Jenny Bourbonais, Community Developer Planner updated the Council on the Planning & Zoning meeting. The Commission reviewed zoning ordinance amendments and the TIF redevelopment plan

#### COUNCIL REPORTS

Councillor Johnson thanked the citizens and the AFSCME staff regarding the negotiations stated that the City needs to move on and thanked everyone for what they did the last week.

Councillor Motley thanked the Department Heads for all the work they did during the strike and also the Police Department for their responding to various issues. Good luck to Rock Ridge Girls basketball team and stated that the cupola will be lit to reflect the colors for Rock Ridge.

Mayor Cuffe, Jr. informed the public there will be a lot of projects taking place this summer with the Mall adding a big box store and Taco Bell also building. The hotel is moving forward near the Iron Trail Motors Event Center. There are several street projects planned to begin in the spring and the school will be completing there will be discussion regarding the deterioration of the streets near the school. The County assessors will be coming to a Committee of the Whole meeting to discuss the tax determination and what the process is in the City. Mayor Cuffe, Jr. noted that some of the information presented by AFSCME was not true and fact full and it was a very embarrassing time for the City. There will be consequences and the City will have more

information on the proposed contract moving forward. The Mayor thanked the Police Chief Mattson and Deputy Chief Nickola.

The Regular meeting adjourned at 6:15 p.m. to Tuesday, March 26, 2024 at 5:30 p.m. in the Council Chambers.

(OFFICIAL SEAL)

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Larry Cuffe, Jr. Mayor

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Pamela LaBine, City Clerk



Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Access Broadband</b>					
2411	Access Broadband	517375	Broadband - Golf Course	03/01/2024	50.00
Total Access Broadband:					50.00
<b>Airgas USA LLC</b>					
1611	Airgas USA LLC	5506068779	Shop Supplies - Public Works	02/29/2024	53.81
Total Airgas USA LLC:					53.81
<b>APG Media of Minnesota LLC</b>					
7124	APG Media of Minnesota L	MT8000057-0224	Notice of Public Hearing - Community Development	02/29/2024	3.08
7124	APG Media of Minnesota L	MT8000057-0224	Election Notice - Elections	02/29/2024	121.50
7124	APG Media of Minnesota L	MT8000057-0224	Notice to Voters - Elections	02/29/2024	141.00
7124	APG Media of Minnesota L	MT8000057-0224	General Notice - Golf Course	02/29/2024	278.79
7124	APG Media of Minnesota L	MT8000057-0224	Ad for Bids - 2023 Street & Infrastructure	02/29/2024	36.30
7124	APG Media of Minnesota L	MT8000057-0224	Ad for Bids - 2023 Street & Infrastructure	02/29/2024	21.23
7124	APG Media of Minnesota L	MT8000057-0224	Election Notice - Elections	02/29/2024	121.50
7124	APG Media of Minnesota L	MT8000057-0224	Notice to Voters - Elections	02/29/2024	141.00
7124	APG Media of Minnesota L	MT8000057-0224	General Notice - Golf Course	02/29/2024	278.78
7124	APG Media of Minnesota L	MT8000057-0224	Ad for Bids - 2023 Street & Infrastructure	02/29/2024	27.22
7124	APG Media of Minnesota L	MT8000057-0224	Ad for Bids - 2023 Street & Infrastructure	02/29/2024	15.92
7124	APG Media of Minnesota L	MT8000057-0224	Mining - Publications	02/29/2024	800.00
7124	APG Media of Minnesota L	MT8000057-0224	Mining -Iron Trail Motors Event Center	02/29/2024	800.00
7124	APG Media of Minnesota L	MT8000057-0224	General Notice - Golf Course	02/29/2024	268.93
Total APG Media of Minnesota LLC:					3,055.25
<b>Aramark Uniform &amp; Career Apparel Group</b>					
8051	Aramark Uniform & Career	263004521	Linen Rentals - Iron Trail Motors Event Center	03/12/2024	79.25
8051	Aramark Uniform & Career	2630255252	Linen Rentals - Iron Trail Motors Event Center	03/05/2024	60.00
8051	Aramark Uniform & Career	2630255252	Laundry - Iron Trail Motors Event Center	03/05/2024	93.46
8051	Aramark Uniform & Career	2630258047	Linen Rentals - Iron Trail Motors Event Center	03/12/2024	60.62
8051	Aramark Uniform & Career	2630258047	Laundry - Iron Trail Motors Event Center	03/12/2024	95.41
8051	Aramark Uniform & Career	2630258063	Laundry Service - Ambulance	03/12/2024	43.18
8051	Aramark Uniform & Career	2630258063	Laundry Service - Fire	03/12/2024	43.19
Total Aramark Uniform & Career Apparel Group:					475.11
<b>Armory Shell Towing and Auto Body</b>					
40	Armory Shell Towing and A	14906	Towing Charges - Police	03/17/2024	200.00
Total Armory Shell Towing and Auto Body:					200.00
<b>Arrowhead Library System</b>					
39	Arrowhead Library System	00015161	Postage - Library	02/29/2024	5.60
Total Arrowhead Library System:					5.60
<b>ASCENDANCE TRUCKS, LLC</b>					
8820	ASCENDANCE TRUCKS,	80576V	Equipment Parts - Public Works	02/26/2024	183.41
8820	ASCENDANCE TRUCKS,	80703V	Equipment Parts - Public Works	03/01/2024	306.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total ASCENDANCE TRUCKS, LLC:					489.41
<b>AT &amp; T Mobility</b>					
5109	AT & T Mobility	287285059759X03032024	Cell Phone - Ambulance	02/25/2024	442.92
5109	AT & T Mobility	287285059759X03032024	Cell Phone - Fire	02/25/2024	442.93
Total AT & T Mobility:					885.85
<b>Blue Cross Blue Shield of Minnesota</b>					
6701	Blue Cross Blue Shield of	240301350464880	Medicare Insurance - Police	04/01/2024	418.00
6701	Blue Cross Blue Shield of	240301350464880	Medicare Insurance - Sewer	04/01/2024	418.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Cobra	04/01/2024	1,639.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - City Administration	04/01/2024	149.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - City Clerk	04/01/2024	149.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Finance	04/01/2024	447.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - City Assessor	04/01/2024	447.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - City Attorney	04/01/2024	447.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Police	04/01/2024	1,788.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Fire	04/01/2024	1,490.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Ambulance	04/01/2024	2,235.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Public Works	04/01/2024	2,682.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Mechanics	04/01/2024	596.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Recreation	04/01/2024	745.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Library	04/01/2024	1,341.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Garbage	04/01/2024	745.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Sewer	04/01/2024	596.00
7271	Blue Cross Blue Shield of	240301350465231	Medicare Insurance - Community Development	04/01/2024	149.00
6701	Blue Cross Blue Shield of	240301467540	Medicare Insurance - City Hall	04/01/2024	272.50
6701	Blue Cross Blue Shield of	240301467540	Medicare Insurance - Fire	04/01/2024	226.00
6701	Blue Cross Blue Shield of	240301467540	Medicare Insurance - Ambulance	04/01/2024	339.00
6701	Blue Cross Blue Shield of	240301467540	Medicare Insurance - Public Works	04/01/2024	585.00
Total Blue Cross Blue Shield of Minnesota:					17,903.50
<b>C &amp; B Warehouse Distributing Inc</b>					
4401	C & B Warehouse Distributi	02/2024 CAR WASHES	Equipment Maintenance - Car Washes - Police	03/01/2024	161.50
Total C & B Warehouse Distributing Inc:					161.50
<b>Christensen Parts Service Inc</b>					
84	Christensen Parts Service I	561446	Equipment Parts - Public Works	03/04/2024	16.54
84	Christensen Parts Service I	561515	Equipment Parts - Public Works	03/05/2024	35.52
84	Christensen Parts Service I	561963	Fuel - Ambulance	03/08/2024	294.01
84	Christensen Parts Service I	562413	Equipment Parts - Public Works	03/13/2024	44.40
84	Christensen Parts Service I	562473	Equipment Parts - Public Works	03/14/2024	88.80
84	Christensen Parts Service I	562566	Equipment Parts - Public Works	03/14/2024	28.80
84	Christensen Parts Service I	562616	Equipment Parts - Public Works	03/15/2024	71.04
84	Christensen Parts Service I	562628	Building Maintenance Supplies - City Hall	03/15/2024	28.80
84	Christensen Parts Service I	562960	Building Maintenance Supplies - City Hall	03/19/2024	67.76
Total Christensen Parts Service Inc:					675.67
<b>Cintas Corporate Services Inc</b>					
7521	Cintas Corporate Services	4186205958	Laundry Service - Public Works	03/13/2024	65.25
7521	Cintas Corporate Services	5202350624	First Aid Cabinet Supplies - City Hall	03/15/2024	27.03
7521	Cintas Corporate Services	5202350681	First Aid Cabinet Supplies - Senior Citizen Building	03/15/2024	7.15
7521	Cintas Corporate Services	5202350692	First Aid Cabinet Supplies - Library	03/15/2024	23.16



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
7521	Cintas Corporate Services	9261985320	First Aid Cabinet - Restaurant	03/01/2024	117.05
Total Cintas Corporate Services Inc:					239.64
<b>Cities Digital</b>					
7213	Cities Digital	59640	Cloud Hosting Service - Data Processing	03/15/2024	660.57
Total Cities Digital:					660.57
<b>Conway Shields, INC.</b>					
8787	Conway Shields, INC.	0518969	Helmet Shield - Fire	02/27/2024	122.46
Total Conway Shields, INC.:					122.46
<b>CTC</b>					
8043	CTC	21347139	Telephone - City Hall	03/12/2024	1,727.53
8043	CTC	21347139	Internet Service - Data Processing	03/12/2024	2,600.75
8043	CTC	21347139	Telephone - Fire Hall	03/12/2024	306.78
8043	CTC	21347139	Telephone - Golf Course	03/12/2024	136.79
8043	CTC	21347139	Telephone - Iron Trail Motors Event Center	03/12/2024	228.75
8043	CTC	21347139	Telephone - Library	03/12/2024	392.05
8043	CTC	21347139	Telephone - Police	03/12/2024	256.84
8043	CTC	21347139	Telephone - Public Works	03/12/2024	176.23
8043	CTC	21347139	Telephone - Senior Center	03/12/2024	4.64
8043	CTC	21347139	Telephone - Tennis for All	03/12/2024	107.14
8043	CTC	21347139	Telephone - WWTP	03/12/2024	81.21
8043	CTC	21347139	Telephone - Park	03/12/2024	9.79
Total CTC:					6,028.50
<b>Dahlheimer Beverage Virginia</b>					
8378	Dahlheimer Beverage Virgi	1218-00200	Water - City Hall	01/02/2024	29.25
8378	Dahlheimer Beverage Virgi	1218-00203	Water - City Hall	01/02/2024	6.25
8378	Dahlheimer Beverage Virgi	2062265	Cooler Rental - City Hall	12/01/2023	9.00
8378	Dahlheimer Beverage Virgi	2128297	Cooler Rental - Iron Trail Motors Event Center	03/01/2024	18.00
8378	Dahlheimer Beverage Virgi	2128298	Cooler Rental - Park	03/01/2024	9.00
8378	Dahlheimer Beverage Virgi	2128333	Cooler Rental - Public Works	03/01/2024	18.00
8378	Dahlheimer Beverage Virgi	2131552	Station Supplies - Fire	03/08/2024	37.48
8378	Dahlheimer Beverage Virgi	2131552	Station Supplies - Ambulance	03/08/2024	37.47
Total Dahlheimer Beverage Virginia:					151.95
<b>Department of Public Utilities</b>					
251	Department of Public Utiliti	03.15.2024	Utilities - City Hall	03/15/2024	4,595.88
251	Department of Public Utiliti	03.15.2024	Utilities - Fire Hall	03/15/2024	1,496.49
251	Department of Public Utiliti	03.15.2024	Utilities - Ambulance	03/15/2024	1,496.50
251	Department of Public Utiliti	03.15.2024	Utilities - Street Lighting	03/15/2024	600.33
251	Department of Public Utiliti	03.15.2024	Utilities - Traffic Signals	03/15/2024	186.58
251	Department of Public Utiliti	03.15.2024	Utilities - Public Works Garage	03/15/2024	2,440.36
251	Department of Public Utiliti	03.15.2024	Utilities - Public Works Office	03/15/2024	1,218.13
251	Department of Public Utiliti	03.15.2024	Utilities - Senior Citizen Center	03/15/2024	721.59
251	Department of Public Utiliti	03.15.2024	Utilities - Youth Center	03/15/2024	570.90
251	Department of Public Utiliti	03.15.2024	Utilities - Recreation	03/15/2024	530.61
251	Department of Public Utiliti	03.15.2024	Utilities - Park	03/15/2024	3,386.74
251	Department of Public Utiliti	03.15.2024	Utilities - Library	03/15/2024	2,611.68
251	Department of Public Utiliti	03.15.2024	Utilities - Golf Course	03/15/2024	456.17
251	Department of Public Utiliti	03.15.2024	Utilities - Restaurant	03/15/2024	2,343.02
251	Department of Public Utiliti	03.15.2024	Utilities - Lift Stations	03/15/2024	933.97

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
251	Department of Public Utiliti	03.15.2024	Utilities - WWTP	03/15/2024	15,762.18
251	Department of Public Utiliti	03.15.2024	Utilities - Children's Memorial Park	03/15/2024	21.91
251	Department of Public Utiliti	03.15.2024 2	Utilities - Recreation	03/15/2024	16.26
Total Department of Public Utilities:					39,389.30
<b>Department of Public Utilities - Merchan</b>					
364	Department of Public Utiliti	03.14.2024	Utility Special Assessments	03/14/2024	33,675.63
Total Department of Public Utilities - Merchan:					33,675.63
<b>Doorco Inc.</b>					
8835	Doorco Inc.	302746	Building Maintenance Supplies - Police	03/04/2024	437.50
Total Doorco Inc.:					437.50
<b>Electric Pump Inc</b>					
7334	Electric Pump Inc	0077695-IN	Equipment Maintenance - Lift Stations	02/29/2024	4,583.99
Total Electric Pump Inc:					4,583.99
<b>Essentia Health Virginia LLC</b>					
6521	Essentia Health Virginia LL	0924.2080.1192.04	Pharmaceuticals - Ambulance	03/08/2024	29.07
6521	Essentia Health Virginia LL	0924.2080.1192.04	Pharmaceuticals - Ambulance	03/08/2024	23.31
6521	Essentia Health Virginia LL	0924.2080.1192.04	Pharmaceuticals - Ambulance	03/08/2024	80.73
6521	Essentia Health Virginia LL	0924.2080.1192.04	Pharmaceuticals - Ambulance	03/08/2024	905.05
Total Essentia Health Virginia LLC:					1,038.16
<b>Eveleth Ambulance Service</b>					
6391	Eveleth Ambulance Service	294258-32894	Intercept - Ambulance	02/26/2024	150.00
Total Eveleth Ambulance Service:					150.00
<b>Ferguson Enterprises LLC</b>					
3324	Ferguson Enterprises LLC	9788959	Equipment Parts - Public Works	03/14/2024	276.15
3324	Ferguson Enterprises LLC	CM040962	Equipment Parts - Public Works	02/16/2024	58.08-
Total Ferguson Enterprises LLC:					218.07
<b>Field Training Solutions</b>					
7117	Field Training Solutions	9862	Registration/Education - Police	03/13/2024	295.00
Total Field Training Solutions:					295.00
<b>Fingerros, Stephen</b>					
4559	Fingerros, Stephen	245	Contract Labor - Golf Course	03/13/2024	1,903.84
4559	Fingerros, Stephen	245	Golf Course Management - Golf Course	03/13/2024	1,988.85
4559	Fingerros, Stephen	245	Contract Labor - Golf Course	03/13/2024	4,050.00
Total Fingerros, Stephen:					7,942.69
<b>First Choice Food and Beverage Solutions</b>					
8340	First Choice Food and Bev	6020:000450	Vending Machine Supplies - Iron Trail Motors Event Ce	03/06/2024	91.92
8340	First Choice Food and Bev	6020:000450	Concession Items - Iron Trail Motors Event Center	03/06/2024	83.40
Total First Choice Food and Beverage Solutions:					175.32

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Flaherty &amp; Hood PA</b>					
5960	Flaherty & Hood PA	20977	Environmental Legal/Regulatory Services - Northern H	03/04/2024	3,060.00
Total Flaherty & Hood PA:					3,060.00
<b>Fryberger Law Firm</b>					
7251	Fryberger Law Firm	19281.000014.12403	Legal Fees - City Attorney	03/14/2024	5,982.00
7251	Fryberger Law Firm	19281.000037.12403	Legal Fees - City Attorney	03/14/2024	1,612.74
7251	Fryberger Law Firm	19281.000038.12403	Legal Fees - City Attorney	03/14/2024	450.00
Total Fryberger Law Firm:					8,044.74
<b>Glass &amp; Door Inc</b>					
2448	Glass & Door Inc	10298	Building Maintenance - Fire	02/28/2024	84.00
2448	Glass & Door Inc	10298	Building Maintenance - Ambulance	02/28/2024	84.00
Total Glass & Door Inc:					168.00
<b>Gopher State One Call</b>					
5054	Gopher State One Call	4020813	Locate Services - Sewer	02/29/2024	27.00
Total Gopher State One Call:					27.00
<b>Grande Ace Hardware</b>					
132	Grande Ace Hardware	193429	Building Maintenance Supplies - Golf Course	02/02/2024	206.67
132	Grande Ace Hardware	193991	Tie Downs - Public Works	03/07/2024	16.14
132	Grande Ace Hardware	194002	Station Supplies - Ambulance	03/07/2024	3.05
132	Grande Ace Hardware	194023	Station Supplies - Fire	03/08/2024	35.94
132	Grande Ace Hardware	194075	Station Supplies - Ambulance	03/13/2024	22.94
132	Grande Ace Hardware	194075	Station Supplies - Fire	03/13/2024	22.94
132	Grande Ace Hardware	194088	Small Tools - City Hall	03/13/2024	7.11
132	Grande Ace Hardware	194114	Knife & Lightbulb - Lift Stations	03/15/2024	14.94
132	Grande Ace Hardware	194123	Garment Hook - City Hall	03/15/2024	10.18
132	Grande Ace Hardware	194153	Fasteners - City Hall	03/19/2024	2.58
Total Grande Ace Hardware:					342.49
<b>Guardian Pest Solutions Inc</b>					
135	Guardian Pest Solutions In	2537093	Pest Control - Tennis for All	01/10/2024	45.19
135	Guardian Pest Solutions In	2543341	Pest Control - Library	02/21/2024	145.20
135	Guardian Pest Solutions In	2543360	Pest Control - Fire	02/21/2024	92.32
135	Guardian Pest Solutions In	2543360	Pest Control - Ambulance	02/21/2024	92.32
135	Guardian Pest Solutions In	2543361	Pest Control - Iron Trail Motors Event Center	02/19/2024	124.63
135	Guardian Pest Solutions In	2543473	Pest Control - City Hall	02/21/2024	41.58
135	Guardian Pest Solutions In	2543474	Pest Control - Youth Center	02/22/2024	48.18
135	Guardian Pest Solutions In	2544226	Pest Control - Tennis for All	02/14/2024	42.18
135	Guardian Pest Solutions In	2551251	Pest Control - Tennis for All	03/13/2024	42.19
Total Guardian Pest Solutions Inc:					673.79
<b>Hometown Electric of Northern MN Inc</b>					
6899	Hometown Electric of North	9112	Building Maintenance - Tennis for All	03/14/2024	79.36
Total Hometown Electric of Northern MN Inc:					79.36
<b>Hometown Focus.US</b>					
5081	Hometown Focus.US	34934-7	Mining Edition - Publication	02/22/2024	25.00
5081	Hometown Focus.US	39761-2	Advertising - Restaurant	02/23/2024	169.12

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total Hometown Focus.US:					194.12
<b>Huntington Public Cap Corp</b>					
8071	Huntington Public Cap Cor	768185	Lease Payment - Ameresco Energy Efficiency	03/01/2024	28,401.87
8071	Huntington Public Cap Cor	768185	Lease Payment Interest - Ameresco Energy Efficiency	03/01/2024	10,006.13
Total Huntington Public Cap Corp:					38,408.00
<b>IKBJR</b>					
8751	IKBJR	3405840-1	Advertising - Iron Trail Motors Event Center	02/29/2024	500.00
Total IKBJR:					500.00
<b>International Association of Chiefs of</b>					
461	International Association of	0345466	Membership Dues - Police	03/14/2024	875.00
Total International Association of Chiefs of:					875.00
<b>Iron Range Chiefs of Police</b>					
6566	Iron Range Chiefs of Police	2024	Membership Dues - Police	03/12/2024	25.00
Total Iron Range Chiefs of Police:					25.00
<b>Iron Range Onsite Drug Screening</b>					
7166	Iron Range Onsite Drug Sc	2023101	Drug Testing - Mechanics	12/13/2023	105.12
7166	Iron Range Onsite Drug Sc	2023101	Drug Testing - Public Works	12/13/2023	85.66
7166	Iron Range Onsite Drug Sc	202411	Drug Testing - Mechanics	02/13/2024	186.60
7166	Iron Range Onsite Drug Sc	202411	Drug Testing - Public Works	02/13/2024	154.72
7166	Iron Range Onsite Drug Sc	202411	Drug Testing - Iron Trail Motors Event Center	02/13/2024	79.37
Total Iron Range Onsite Drug Screening:					611.47
<b>Keltek Incorporated</b>					
7694	Keltek Incorporated	8077	Minor Equipment - Police	02/05/2024	435.00
Total Keltek Incorporated:					435.00
<b>Kennedy &amp; Graven Chartered</b>					
2134	Kennedy & Graven Charter	VR110-00090	Legal Fees - City Attorney	02/29/2024	218.50
Total Kennedy & Graven Chartered:					218.50
<b>Kriss Premium Products Inc</b>					
8506	Kriss Premium Products In	187610	Building Maintenance Supplies - Iron Trail Motors Even	03/04/2024	258.50
Total Kriss Premium Products Inc:					258.50
<b>L &amp; M Supply Inc</b>					
167	L & M Supply Inc	10040633	Equipment Parts - Fire	03/17/2024	97.95
Total L & M Supply Inc:					97.95
<b>Lawson Products Inc</b>					
5976	Lawson Products Inc	9311332791	Shop Supplies - Public Works	02/27/2024	50.95
5976	Lawson Products Inc	9311336476	Shop Supplies - Public Works	02/28/2024	412.44

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total Lawson Products Inc:					463.39
<b>League of Minnesota Cities</b>					
162	League of Minnesota Cities	401816	Regional Safety Training - City Administration	03/12/2024	8,167.50
Total League of Minnesota Cities:					8,167.50
<b>League of Minnesota Cities Insurance Tru</b>					
165	League of Minnesota Cities	40002912 03.19.2024	Workers Compensation Insurance - Unallocated Insura	03/19/2024	177,068.00
Total League of Minnesota Cities Insurance Tru:					177,068.00
<b>LexisNexis Risk Data Management Inc</b>					
7079	LexisNexis Risk Data Man	1184150-20240229	Subscription - Police	02/29/2024	200.00
Total LexisNexis Risk Data Management Inc:					200.00
<b>Life-Assist</b>					
8413	Life-Assist	1382620	Disposable Medical Supplies - Ambulance	11/21/2023	594.74
8413	Life-Assist	1415560	Disposable Medical Supplies - Ambulance	03/13/2024	948.08
Total Life-Assist:					1,542.82
<b>Linde Gas &amp; Equipment Inc</b>					
2435	Linde Gas & Equipment Inc	41503652	Fuel - Park	02/29/2024	95.34
Total Linde Gas & Equipment Inc:					95.34
<b>MacQueen Emergency Group</b>					
8048	MacQueen Emergency Gro	P26673	Turnout Gear - Fire	03/05/2024	152,349.20
8048	MacQueen Emergency Gro	P27220	Equipment Maintenance - Fire	03/18/2024	378.33
8048	MacQueen Emergency Gro	W05809	Equipment Maintenance - Fire	03/06/2024	6,342.70
8048	MacQueen Emergency Gro	W05868	Equipment Maintenance - Fire	03/07/2024	16,341.24
Total MacQueen Emergency Group:					175,411.47
<b>Madison National Life Insurance Company</b>					
7066	Madison National Life Insur	1614167	Disability Insurance - City Administration	04/01/2024	260.90
7066	Madison National Life Insur	1614167	Disability Insurance - City Clerk	04/01/2024	109.77
7066	Madison National Life Insur	1614167	Disability Insurance - Finance	04/01/2024	99.44
7066	Madison National Life Insur	1614167	Disability Insurance - City Hall	04/01/2024	53.35
7066	Madison National Life Insur	1614167	Disability Insurance - Police	04/01/2024	1,873.64
7066	Madison National Life Insur	1614167	Disability Insurance - Fire Hall	04/01/2024	1,507.64
7066	Madison National Life Insur	1614167	Disability Insurance - Ambulance	04/01/2024	1,005.09
7066	Madison National Life Insur	1614167	Disability Insurance - Public Works	04/01/2024	970.56
7066	Madison National Life Insur	1614167	Disability Insurance - Mechanics	04/01/2024	569.02
7066	Madison National Life Insur	1614167	Disability Insurance - Community Development	04/01/2024	661.42
7066	Madison National Life Insur	1614167	Disability Insurance - Park	04/01/2024	204.52
7066	Madison National Life Insur	1614167	Disability Insurance - Library	04/01/2024	519.14
7066	Madison National Life Insur	1614167	Disability Insurance - Iron Trail Motors Event Center	04/01/2024	944.80
7066	Madison National Life Insur	1614167	Disability Insurance - Garbage	04/01/2024	168.11
7066	Madison National Life Insur	1614167	Disability Insurance - Sewer	04/01/2024	56.65
Total Madison National Life Insurance Company:					7,681.21
<b>McCoy Construction &amp; Forestry Inc</b>					
7590	McCoy Construction & For	2321345	Equipment Parts - Public Works	02/21/2024	206.20

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
7590	McCoy Construction & For	2323189	Equipment Parts - Public Works	02/26/2024	381.53
7590	McCoy Construction & For	2326996	Equipment Parts - Public Works	03/06/2024	384.57
Total McCoy Construction & Forestry Inc:					972.30
<b>Menard Inc</b>					
6509	Menard Inc	31287	Cleaning Supplies - Lift Stations	03/05/2024	144.92
6509	Menard Inc	31419	Building Maintenance Supplies - Fire	03/07/2024	36.28
6509	Menard Inc	31493	Fuel - Fire	03/08/2024	143.82
6509	Menard Inc	31631	Cleaning Supplies - Iron Trail Motors Event Center	03/10/2024	33.84
6509	Menard Inc	31932	Fencing - Park	03/14/2024	119.96
6509	Menard Inc	31932	Small Tools - Iron Trail Motors Event Center	03/14/2024	6.99
6509	Menard Inc	31932	Self Cut Tie - Park	03/14/2024	52.74
6509	Menard Inc	31950	Building Maintenance Supplies - Iron Trail Motors Even	03/14/2024	23.99
6509	Menard Inc	31950	Building Maintenance Supplies - Iron Trail Motors Even	03/14/2024	59.90
6509	Menard Inc	32001	Building Maintenance Supplies - Public Works	03/15/2024	83.88
6509	Menard Inc	32124	Chain Oil - Streets	03/17/2024	20.25
Total Menard Inc:					726.57
<b>Metro Sales Inc</b>					
4759	Metro Sales Inc	INV2479097	Copier Rental - Iron Trail Motors Event Center	03/04/2024	152.29
4759	Metro Sales Inc	INV2479108	Copier Rental - Police	03/04/2024	178.26
4759	Metro Sales Inc	INV2484683	Copier Rental - Police	03/12/2024	126.70
4759	Metro Sales Inc	INV2485906	Copier Rental - Public Works	03/13/2024	181.79
4759	Metro Sales Inc	INV2488244	Copier Rental - Community Development	03/18/2024	313.31
4759	Metro Sales Inc	INV2488277	Copier Rental - City Clerk	03/18/2024	422.74
4759	Metro Sales Inc	INV2488278	Copier Rental - Community Development	03/18/2024	221.36
Total Metro Sales Inc:					1,596.45
<b>Minnesota DEED - Economic Development</b>					
7767	Minnesota DEED - Econo	FEBRUARY 2024	MIF Payment - Interest	03/19/2024	90.34
7767	Minnesota DEED - Econo	FEBRUARY 2024	MIF Payment - Principal	03/19/2024	651.86
7767	Minnesota DEED - Econo	MARCH 2024	MIF Payment - Interest	03/19/2024	90.34
7767	Minnesota DEED - Econo	MARCH 2024	MIF Payment - Principal	03/19/2024	651.86
Total Minnesota DEED - Economic Development:					1,484.40
<b>Minnesota Department of Labor &amp; Industry</b>					
3444	Minnesota Department of L	ABR0326510X	Pressure Vessel License - City Hall	02/24/2024	10.00
3444	Minnesota Department of L	ABR0326510X	Boiler License - City Hall	02/24/2024	60.00
Total Minnesota Department of Labor & Industry:					70.00
<b>Minnesota North College</b>					
8438	Minnesota North College	1196999	Registration/Education Fees - Fire	12/29/2023	118.00
Total Minnesota North College:					118.00
<b>Minnesota PEIP</b>					
7839	Minnesota PEIP	1371677	Retiree Health Insurance - City Clerk	03/10/2024	831.38
7839	Minnesota PEIP	1371677	Retiree Health Insurance - City Hall	03/10/2024	831.38
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Finance	03/10/2024	2,211.12
7839	Minnesota PEIP	1371677	Retiree Health Insurance - City Assessor	03/10/2024	831.38
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Police	03/10/2024	29,020.46
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Fire	03/10/2024	5,869.98
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Ambulance	03/10/2024	8,804.98



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Public Works	03/10/2024	4,705.26
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Park	03/10/2024	3,042.50
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Recreation	03/10/2024	1,662.76
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Library	03/10/2024	831.38
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Public Works Office	03/10/2024	831.38
7839	Minnesota PEIP	1371677	Health Insurance Payable - Active Employees	03/10/2024	241,230.20
7839	Minnesota PEIP	1371677	Retiree Health Insurance - Garbage	03/10/2024	2,211.12
Total Minnesota PEIP:					302,915.28
<b>Minnesota Pollution Control Agency</b>					
7462	Minnesota Pollution Contro	03.18.2024	License - Sewer	03/18/2024	45.00
Total Minnesota Pollution Control Agency:					45.00
<b>Northeast Law Enforcement Administrators</b>					
460	Northeast Law Enforcemen	2024	Membership Dues - Police	03/18/2024	75.00
Total Northeast Law Enforcement Administrators:					75.00
<b>Northeast Technical Services Inc</b>					
203	Northeast Technical Servic	INV3302	Professional Services - Northern Heights Addition	02/29/2024	6,956.25
203	Northeast Technical Servic	INV3330	Professional Services - Virginia Public Safety Center	02/29/2024	3,920.00
Total Northeast Technical Services Inc:					10,876.25
<b>Northeast Title Company</b>					
6104	Northeast Title Company	2403-005205-OEV	Downtown Rehab Program - VEDA	03/08/2024	75.00
Total Northeast Title Company:					75.00
<b>Northland Chemical Corp</b>					
3438	Northland Chemical Corp	11574	Cleaning Supplies - Public Works	02/28/2024	265.16
Total Northland Chemical Corp:					265.16
<b>Northland Fire &amp; Safety</b>					
6679	Northland Fire & Safety	N-32781	Equipment Maintenance - Public Works	03/08/2024	1,016.90
Total Northland Fire & Safety:					1,016.90
<b>Northland Securities Inc</b>					
7888	Northland Securities Inc	8028	Economic Development - Mall Redevelopment	03/11/2024	6,875.00
Total Northland Securities Inc:					6,875.00
<b>Office of MNIT Services</b>					
3216	Office of MNIT Services	DV24020416	Wide Area Network - Police	03/11/2024	100.00
3216	Office of MNIT Services	W24020566	Telephone Service - City Hall	03/13/2024	59.38
Total Office of MNIT Services:					159.38
<b>Oxygen Service Co.</b>					
8534	Oxygen Service Co.	0008711769	Oxygen - Ambulance	03/11/2024	54.80
Total Oxygen Service Co.:					54.80

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Pemberton Law PLLP</b>					
6329	Pemberton Law PLLP	127	Legal Fees - City Attorney	03/06/2024	5,238.62
Total Pemberton Law PLLP:					5,238.62
<b>Per Mar Security and Research Corp</b>					
8078	Per Mar Security and Rese	3240480	Monitoring Services - Park	01/08/2024	137.68
8078	Per Mar Security and Rese	3251925	Monitoring Services - Library	02/08/2024	119.40
8078	Per Mar Security and Rese	3273047	Monitoring Services - Library	03/08/2024	119.40
8078	Per Mar Security and Rese	3285080	Monitoring Services - City Hall	03/08/2024	1,215.06
8078	Per Mar Security and Rese	3285081	Monitoring Services - Tennis for All	03/08/2024	340.35
8078	Per Mar Security and Rese	3285082	Monitoring Services - Fire	03/08/2024	121.91
8078	Per Mar Security and Rese	3285082	Monitoring Services - Ambulance	03/08/2024	121.91
8078	Per Mar Security and Rese	3285083	Monitoring Services - Park	03/08/2024	137.68
8078	Per Mar Security and Rese	3285084	Monitoring Services - Iron Trail Motors Event Center	03/08/2024	4,385.87
8078	Per Mar Security and Rese	3285085	Monitoring Services - Senior Center	03/08/2024	28.56
8078	Per Mar Security and Rese	3285086	Monitoring Services - Green House	03/08/2024	163.02
Total Per Mar Security and Research Corp:					6,890.84
<b>Pohaki Incorporated</b>					
242	Pohaki Incorporated	234869	Figure Skating Show Supplies - Recreation	02/17/2024	76.06
242	Pohaki Incorporated	243921	Figure Skating Show Supplies - Recreation	02/23/2024	55.13
Total Pohaki Incorporated:					131.19
<b>Portable John</b>					
1463	Portable John	27655	Portable John - Little League Canteen - Recreation	03/04/2024	103.95
1463	Portable John	27657	Portable John- Olcott Park - Park	03/04/2024	103.95
1463	Portable John	27658	Portable John - Midway Park - Park	03/04/2024	103.95
Total Portable John:					311.85
<b>Pro-Tec Design Inc</b>					
4729	Pro-Tec Design Inc	113594	Professional Service - Library	02/29/2024	493.78
Total Pro-Tec Design Inc:					493.78
<b>Range Auto Parts Company Inc</b>					
258	Range Auto Parts Compan	16822	Equipment Parts - Public Works	03/14/2024	354.91
Total Range Auto Parts Company Inc:					354.91
<b>Range Broadcasting Inc</b>					
4481	Range Broadcasting Inc	24020026	Advertising - Iron Trail Motors Event Center	02/29/2024	200.00
Total Range Broadcasting Inc:					200.00
<b>Range Office Supply</b>					
261	Range Office Supply	267784	Key - Mayor	03/14/2024	40.00
261	Range Office Supply	267792	Office Supplies - Finance	03/06/2024	144.98
Total Range Office Supply:					184.98
<b>Range Paper</b>					
263	Range Paper	52744	Office Supplies - Public Works	03/01/2024	46.43
263	Range Paper	58034	Cleaning Supplies - Iron Trail Motors Event Center	03/13/2024	1,062.53
263	Range Paper	58339	Cleaning Supplies - Iron Trail Motors Event Center	03/13/2024	66.57

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
263	Range Paper	59337	Cleaning Supplies - City Hall	03/16/2024	985.32
Total Range Paper:					2,160.85
<b>Range Repair Service</b>					
266	Range Repair Service	17185	Building Maintenance Supplies - Fire	03/14/2024	11.00
266	Range Repair Service	17185	Building Maintenance Supplies - Ambulance	03/14/2024	11.00
Total Range Repair Service:					22.00
<b>Short Elliott Hendrickson Inc</b>					
3719	Short Elliott Hendrickson In	462540	Engineering Services - 2023 Street & Infrastructure	03/08/2024	20,636.18
3719	Short Elliott Hendrickson In	462541	Engineering Services - Silver Lake Trail Phase 3 - Lak	03/08/2024	1,099.64
3719	Short Elliott Hendrickson In	462542	Engineering Services - Community Development	03/08/2024	2,102.50
3719	Short Elliott Hendrickson In	462545	Engineering Services - 2024 Street & Infrastructure	03/08/2024	9,527.00
3719	Short Elliott Hendrickson In	462547	Engineering Services - Silver Lake Trail Phase 2 - Lak	03/08/2024	358.40
3719	Short Elliott Hendrickson In	462548	Engineering Services - Sewer Rehab Phase 1	03/08/2024	235.00
Total Short Elliott Hendrickson Inc:					33,958.72
<b>St Louis County Auditor</b>					
293	St Louis County Auditor	IN-00000156 02.29.2024	Solid Waste Service Fees - Garbage	02/29/2024	98,400.00
Total St Louis County Auditor:					98,400.00
<b>Sullivan Candy &amp; Supply</b>					
996	Sullivan Candy & Supply	700722	Concession Supplies - Iron Trail Motors Event Center	03/14/2024	244.40
Total Sullivan Candy & Supply:					244.40
<b>Super One Foods</b>					
302	Super One Foods	00053631	Station Supplies - Ambulance	03/19/2024	1.95
Total Super One Foods:					1.95
<b>Sysco Minnesota Inc</b>					
1899	Sysco Minnesota Inc	547152290	Concession Supplies - Iron Trail Motors Event Center	03/07/2024	502.80
1899	Sysco Minnesota Inc	547163125	Cleaning Supplies - Iron Trail Motors Event Center	03/14/2024	83.10
Total Sysco Minnesota Inc:					585.90
<b>Taconite Tire Service Inc</b>					
303	Taconite Tire Service Inc	14044257	Tires - Police	03/18/2024	759.80
Total Taconite Tire Service Inc:					759.80
<b>Teleflex LLC</b>					
7915	Teleflex LLC	9508161052	Small Tools - Ambulance	03/11/2024	610.50
Total Teleflex LLC:					610.50
<b>The Library Store Inc</b>					
1190	The Library Store Inc	678382	Processing Supplies - Library	03/06/2024	467.42
Total The Library Store Inc:					467.42
<b>UHL Company Inc</b>					
7221	UHL Company Inc	59151A	Building Maintenance - WWTP	02/26/2024	715.48

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total UHL Company Inc:					715.48
<b>Uline Inc</b>					
4607	Uline Inc	175081787	Cleaning Supplies - Iron Trail Motors Event Center	03/01/2024	111.01
4607	Uline Inc	175081787	Event Supplies - Iron Trail Motors Event Center	03/01/2024	30.00
Total Uline Inc:					141.01
<b>Unique Management Services Inc</b>					
6510	Unique Management Servi	6123274	Placements - Library	03/01/2024	58.25
Total Unique Management Services Inc:					58.25
<b>US Bank</b>					
3694	US Bank	7229393	Bond Fees - 2020A - GO Sales Tax Revenue Bonds	02/23/2024	500.00
Total US Bank:					500.00
<b>Verizon Wireless</b>					
5023	Verizon Wireless	9957497736	Cell Phones - Iron Trail Motors Event Center	02/23/2024	247.44
5023	Verizon Wireless	9957497736	Cell Phones - Library	02/23/2024	40.01
5023	Verizon Wireless	9957497736	Cell Phones - Public Works	02/23/2024	204.97
5023	Verizon Wireless	9957497736	Cell Phones - Sewer	02/23/2024	161.27
5023	Verizon Wireless	9957497736	Cell Phones & Ipads - Community Development	02/23/2024	249.98
5023	Verizon Wireless	9957497736	Hotspot - City Administration	02/23/2024	40.11
5023	Verizon Wireless	9957497736	Hotspots & Cell Phones - City Hall	02/23/2024	206.28
Total Verizon Wireless:					1,150.06
<b>Viking Coca-Cola Bottling Co</b>					
7139	Viking Coca-Cola Bottling	3347392	Concession Supplies - Iron Trail Motors Event Center	03/06/2024	1,434.85
Total Viking Coca-Cola Bottling Co:					1,434.85
<b>W A Fisher Company</b>					
120	W A Fisher Company	111910	Office Supplies - Finance	03/11/2024	310.00
Total W A Fisher Company:					310.00
Grand Totals:					1,026,365.98

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
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Dated: \_\_\_\_\_

Finance Committee Chairperson: \_\_\_\_\_

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Report Criteria:

- Detail report.
  - Invoices with totals above \$0.00 included.
  - Only unpaid invoices included.
- 

Wire Transfers/Electronic Withdrawals	577,293.53
Manual Checks	<u>157,491.99</u>
Schedule of Bills	<u>1,026,365.98</u>
Subtotal	1,761,151.50
Payroll	<u>1,479,188.01</u>
Total	<u><u>3,240,339.51</u></u>

**WIRE TRANSFERS/ELECTRONIC WITHDRAWALS:**

Date	Vendor	Purpose	Amount
2/23/2024	Wex Health Claim	Flexible Spending Claims	197.54
2/23/2024	BPA	VEBA - Contributions	3,182.16
2/26/2024	Wex Health Claim	Flexible Spending Claims	502.50
2/26/2024	BPA	VEBA - Contributions	239.46
2/26/2024	Wex Health Claim	Flexible Spending Claims	80.00
2/27/2024	Wex Health Claim	Flexible Spending Claims	200.00
2/27/2024	Wex Health Claim	Flexible Spending Claims	51.41
2/29/2024	Frandsen Bank & Trust	ACH Per Item Fee	45.24
2/29/2024	Frandsen Bank & Trust	ACH File Fee	25.00
2/29/2024	Frandsen Bank & Trust	Medium Volume ACH Maintenance	10.00
2/29/2024	Frandsen Bank & Trust	Same Day ACH Debits	3.00
2/29/2024	Frandsen Bank & Trust	Same Day ACH Debits	3.00
2/28/2024	Neopost	Postage	500.00
2/28/2024	State of Minnesota	Unemployment Insurance - Ambulance	128.65
3/1/2024	US Bank Auto Pay	Tipping Fees - Garbaf	27,098.17
3/4/2024	Merchant Bank CD	Credit Card Fees - City Hall	16.09
3/4/2024	Merchant Bank CD	Credit Card Fees - Iron Trail Motors Event Center	494.06
3/4/2024	Shift4 Fees	Credit Card Fees - Iron Trail Motors Event Center	347.00
3/4/2024	Merchant Bank CD	Credit Card Fees - Golf Course	298.80
3/4/2024	Wex Health Claim	Flexible Spending Claims	208.78
3/4/2024	Merchant Bank CD	Credit Card Fees - City Hall	130.45
3/4/2024	Shift4 Fees	Credit Card Fees - Iron Trail Motors Event Center	37.50
3/4/2024	Merchant Bank CD	Credit Card Fees - City Hall	25.53
3/4/2024	Authnet Gateway	Credit Card Fees - Iron Trail Motors Event Center	20.00
3/5/2024	Wex Health Claim	Flexible Spending Claims	225.00
3/5/2024	Wex Health Claim	Flexible Spending Claims	86.97
3/5/2024	Wex Health Claim	Flexible Spending Claims	30.92
3/5/2024	State of Minnesota	Department of Rev - Provider Tax	595.72
3/6/2024	North Country	Symphony Support - Iron Trail Motors Event Center	553.00
3/6/2024	Frandsen Bank & Trust	Charge Back Item Check	300.00
3/7/2024	BPA	VEBA - Contributions	1,235.10
3/7/2024	Wex Health Claim	Flexible Spending Claims	5.82
3/11/2024	Neopost	Postage	500.00
3/12/2024	Wex Health Claim	Flexible Spending Claims	961.55
3/12/2024	Wex Health Claim	Flexible Spending Claims	20.94
3/14/2024	Wex Health Claim	Flexible Spending Claims	118.10
3/15/24	Wex Health Claim	Flexible Spending Claims	35.21
3/15/2024	State of Minnesota	Department of Rev - Sales Tax	6,798.00
3/18/2024	Card Member Services	Credit Card Payment	25,469.54
3/19/2024	Wex Health Claim	Flexible Spending Claims	197.54
3/20/2024	US Bank Trust	Bond Payment - 2018A	124,772.52
3/20/2024	Frandsen Bank & Trust	Returned ACH Item Fee	4.00
3/20/2024	BPA	VEBA - Contributions	3,603.62
3/20/2024	US Bank Trust	Bond Payment - 2021A	355,000.00
3/21/2024	Delta Dental	Dental Claims	22,756.64
3/21/2024	Wex Health Claim	Flexible Spending Claims	179.00
TOTAL WIRE TRANSFERS/ELECTRONIC WITHDRAWALS			<u>577,293.53</u>

**MANUAL CHECKS:**

Date	Vendor	Purpose	Amount	Check #
2/24/2024	MN Department of Military Affairs	Salary Reimbursement - USAR	1,534.55	62369
3/6/2024	Haugen Rosandich LLC	Downtown Commercial Renovation Grant - VEDA	3,966.94	62371
3/6/2024	Fifth Degree Coffee Company	Downtown Commercial Renovation Grant - VEDA	2,264.50	62372
3/6/2024	JVP Investments Inc	Downtown Commercial Renovation Grant - VEDA	49,000.00	62373
3/13/2024	League of Minnesota Cities	General Liability Insurance - Unallocated Insurance	99,586.00	62496
3/13/2024	League of Minnesota Cities	Insurance Deductible - Unallocated Insurance	1,000.00	62497
3/13/2024	MNGFOA	Membership Dues - Finance	140.00	62498

TOTAL MANUAL CHECKS 157,491.99

SCHEDULE OF BILLS  
Total 1,026,365.98

SUBTOTAL 1,761,151.50

Payroll Period Ending 02/17/2024 502,629.78  
 Payroll Period Ending 03/02/2024 501,561.98  
 Payroll Period Ending 03/16/2024 474,996.25  
 TOTAL PAYROLL 1,479,188.01

TOTAL 3,240,339.51



Report Criteria:

Report type: Summary  
Check number = 62498

GL Period	Check Issue Date	Check GL Account	Vendor Number	Payee	Check Number	Amount
03/24	03/13/2024	101.20100	8580	MNGFOA	62498	140.00
Grand Totals:						140.00

# CITY OF VIRGINIA TRAVEL REQUEST FORM 2024

Name of Person(s) to Attend: John Swenson

Department(s): Virginia Police Department

Date(s) of Travel: June 10 - 14

Title of Event/Seminar: MN Juvenile Officers Association Conference

Event/Seminar Sponsor: MNJOAC

Location of Event/Seminar: Duluth, MN

	Estimated Costs
<b>Registration Fee (if any)</b>	\$ <u>300.00</u>
<b>Means of Travel and Estimated Cost</b>	
(Circle: <u>city vehicle</u> , personal vehicle, air, bus, train, other)	\$ _____
If personal vehicle: EST. _____ Miles @ <u>0.67</u> /mile	\$ _____
<b>Hotel/Lodging (if applicable)</b>	
No. of nights <u>1</u> Cost Per Night <u>350.00</u>	\$ <u>350.00</u>
<b>Meals (if applicable)</b> MAXIMUM \$57/day for all but "high cost localities"	\$ _____
<b>Will Overtime or Comp Time Be Incurred?</b>	
<u>      </u> YES <u>  X  </u> NO Total # of Hours <u>      </u>	
<b>Will personnel need to be replaced at a cost to the City?</b>	
<u>      </u> YES <u>  X  </u> NO Total add'l labor cost	\$ _____
<b>ESTIMATED TOTAL COST</b>	\$ <u>300.00</u>
	<u>650.00</u>

Expected Benefit of Attending  
MNJOA Conference provides usefull learning for SRO's and supervisors  
that involves officers within schools.

Reviewed By: *Chief Charles Mathias* Date 3/13/24  
Supervisor

Approved By: *John Swenson* Date 3/14/24  
City Administrator

- NOTES:
- 1) Attach copy of agenda
  - 2) Submit at least 30 days in advance for Approval
  - 3) Mayor has authority to approve emergency travel requests

APPROVED BY CITY COUNCIL ON: \_\_\_\_\_

**2024 MNJOA Conference Event Schedule**  
**June 10-12, 2024**

**Sunday 06/09/2024**

1830 - 2000 Hours      Early Registration ~ Great Lakes Ballroom

**Monday 06/10/2024**

0715 – 0800 Hours      Registration & Breakfast ~ Great Lakes Ballroom

0800 – 0815 Hours      Opening Ceremony ~ Duluth Police Department and St. Louis County Sheriff's Department Honor Guard ~ Welcome by MNJOA President Tommy Strese, Chief Mike Ceynowa & Sheriff Gordon Ramsay ~ Great Lakes Ballroom

0815 – 1230 Hours      A.J. DeAndrea and Madalena DeAndrea ~ Dark Nights of the Soul ~ Great Lakes Ballroom

1230 – 1330 Hours      **Lunch (Provided by MNJOA) ~ MNJOA Awards Presentation: The 2023 Pam Taschuk Award, MNJOA Open Board Position Presentation, and Exhibitor Introductions ~ Great Lakes Ballroom**

1330 – 1600 Hours      Billy Marx ~ Route 91/Las Vegas Incident Debriefing ~ Great Lakes Ballroom

1900 – Midnight      Hospitality Room ~ Lyric Conference Center

**Tuesday 06/11/2024**

0715 – 0800 Hours      Breakfast ~ Great Lakes Ballroom

0800 – 1200 Hours      Joe Malhoit ~ Mental Health Awareness ~ Great Lakes Ballroom

1200 - 1230 Hours      **Working Lunch (Provided by MNJOA) ~ MNJOA Awards Presentation: 2023 Officer of the Year ~ Great Lakes Ballroom**

1230 - 1430 Hours      Rick Kaufman ~ “A Day Like No Other: What Columbine, Sandy Hook and Parkland Tragedies Taught Us” ~ Great Lakes Ballroom

1430 - 1530 Hours      Tricia Loehr ~ Juvenile Laws Update ~ Great Lakes Ballroom

1900 – Midnight      Hospitality Room ~ Lyric Conference Center

**Wednesday 06/12/2024**

0715 – 0800 Hours      Breakfast ~ Great Lakes Ballroom

**0800 – 0830 Hours      General Membership Meeting ~ Great Lakes Ballroom**

0830 - 1030 Hours      Hector Matascastillo ~ Trauma and Personal Resilience ~ Great Lakes Ballroom

1030 - 1100 Hours      Closing Remarks & Raffle ~ Great Lakes Ballroom

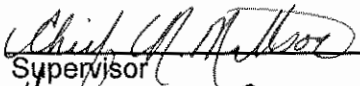
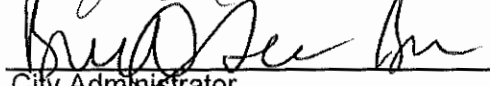
**CITY OF VIRGINIA**  
**TRAVEL REQUEST FORM 2024**

**5.3 B**

Name of Person(s) to Attend: John Swenson  
 Department(s): Virginia Police Department  
 Date(s) of Travel: Oct 2nd and 3rd  
 Title of Event/Seminar: MN Crime Prevention Association Annual Conference  
 Event/Seminar Sponsor: MNCPA  
 Location of Event/Seminar: Brainard, MN

	<u>Estimated Costs</u>
<b>Registration Fee</b> (if any)	\$ <u>350.00</u>
<b>Means of Travel and Estimated Cost</b>	
(Circle: <u>city vehicle</u> , personal vehicle, air, bus, train, other)	\$ _____
If personal vehicle: EST. _____ Miles @ _____ /mile	\$ _____
<b>Hotel/Lodging</b> (if applicable)	
No. of nights <u>1</u> Cost Per Night <u>350.00</u>	\$ <u>350.00</u>
<b>Meals</b> (if applicable)      MAXIMUM \$57/day for all but "high cost localities"	\$ _____
<b>Will Overtime or Comp Time Be Incurred?</b>	
_____ YES <input checked="" type="checkbox"/> NO      Total # of Hours _____	
<b>Will personnel need to be replaced at a cost to the City?</b>	
_____ YES <input checked="" type="checkbox"/> NO      Total add'l labor cost	\$ _____
<b>ESTIMATED TOTAL COST</b>	<b>\$ <u>700.00</u></b>

Expected Benefit of Attending  
Conference renews our membership with MNCPA. It also is a refresher on  
laws and guidelines for Crime Free Multi-Housing.

Reviewed By:  Date 3/13/24  
 Supervisor  
 Approved By:  Date 3/14/24  
 City Administrator

- NOTES:
- 1) Attach copy of agenda
  - 2) Submit at least 30 days in advance for Approval
  - 3) Mayor has authority to approve emergency travel requests

APPROVED BY CITY COUNCIL ON: \_\_\_\_\_



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[Training](#)

[Annual Conference](#)  
MNCPA Member

[Account](#)

## Join us for the Annual Conference

The MNCPA holds an annual conference each October. The conference features the annual general membership meeting, multiple educational breakout sessions, a chance to meet various vendors, social networking opportunities, an awards recognition event, a silent auction, and social activities. Elections for MNCPA Board of Directors positions are also held at the conference.

The conference is open to all state, county, tribal, and local law enforcement employees, as well as any person employed by a private enterprise in a safety, loss, or crime prevention position. Licensed peace officers are eligible to receive POST credit hours for attending the conference.

[Introduction](#)

[Upcoming Conference](#)

[Register](#)

[Learn More](#)

[Awards](#)

[Vendors and Sponsors](#)

Learn  
more

### 2023 Annual Conference

#### WHEN

Mon, October 2nd: 9:00 am - 4:30 pm

Tues, October 3rd: 8:00 am - 3:15 pm

**Registration:**



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Cragun's Resort

11000 Cragun's Drive

Brainerd, MN 56401



### KEYNOTE SPEAKER

Drew Moldenhauer

Blue Ethos Specialized Training

***Drew Moldenhauer has 15 years Law Enforcement Officer experience with two police organizations in Minnesota.***

***Some of the titles he has held in his tenure are Active Shooter Instructor, Use of Force Instructor, Crisis Intervention Team (CIT) Instructor and Field Training Officer. He is currently a full-time licensed police officer that works part-time with the City of Osseo Police Department.***

[Introduction](#)

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**CITY OF VIRGINIA**  
**TRAVEL REQUEST FORM 2024**

5.3C8.

Name of Person(s) to Attend: Henry Trunk  
Department(s): Police  
Date(s) of Travel: April 3-4, 2024  
Title of Event/Seminar: Human Trafficking Investigations  
Event/Seminar Sponsor: MN BCA  
Location of Event/Seminar: Hermantown PD

Estimated Costs

Registration Fee (if any) \$ 250.00

Means of Travel and Estimated Cost  
(Circle: city vehicle, personal vehicle, air, bus, train, other) \$ \_\_\_\_\_  
If personal vehicle: EST. \_\_\_\_\_ Miles @ 0.67 /mile \$ \_\_\_\_\_

Hotel/Lodging (if applicable)  
No. of nights \_\_\_\_\_ Cost Per Night \_\_\_\_\_ \$ \_\_\_\_\_

Meals (if applicable) MAXIMUM \$57/day for all but "high cost localities" \$ \_\_\_\_\_

Will Overtime or Comp Time Be Incurred?  
X YES \_\_\_\_\_ NO Total # of Hours 16

Will personnel need to be replaced at a cost to the City?  
\_\_\_\_\_ YES X NO Total add'l labor cost \$ \_\_\_\_\_

**ESTIMATED TOTAL COST** **\$ 250.00**

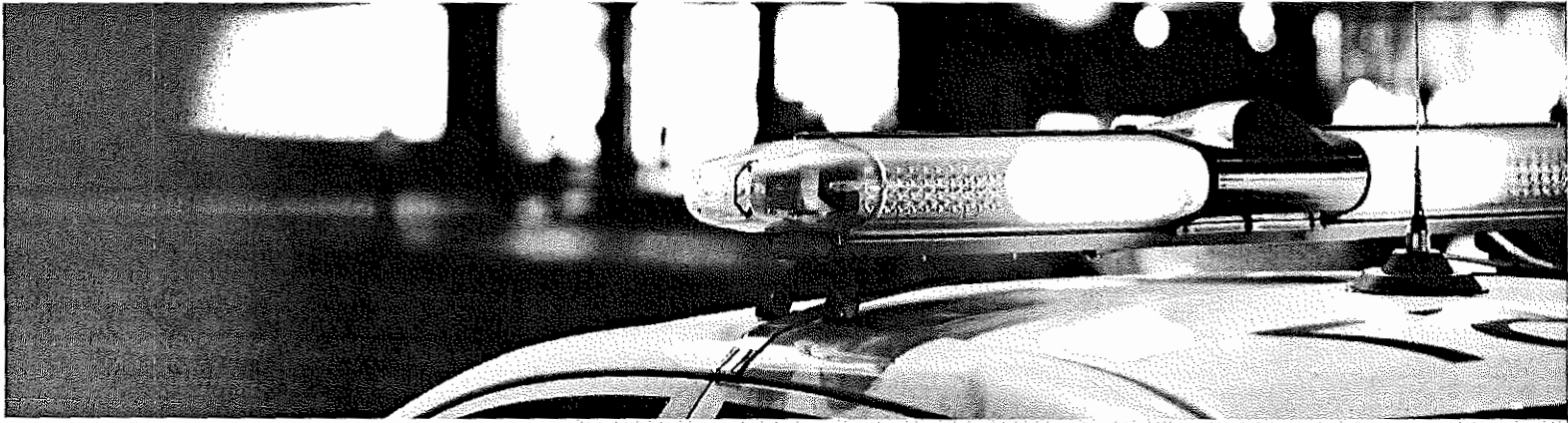
Expected Benefit of Attending + Wages  
see attached flyer.  
\_\_\_\_\_  
\_\_\_\_\_

Reviewed By: *Chief Nicole Mathison* Date 3/11/24  
Supervisor

Approved By: *Brian DeBorja* Date 3/12/24  
City Administrator

- NOTES:
- 1) Attach copy of agenda
  - 2) Submit at least 30 days in advance for Approval
  - 3) Mayor has authority to approve emergency travel requests

APPROVED BY CITY COUNCIL ON: \_\_\_\_\_



# Human Trafficking Investigations

April 3-4, 2024 | Hermantown, MN

*Learn how to successfully investigate human trafficking cases from Minnesota's subject matter experts on human trafficking.*

Designed for law enforcement officers and analysts who are currently assigned to human trafficking investigations or wanting to gain more experience, this training provides attendees with the knowledge essential to a successful investigation and criminal prosecution. As trafficking cases can become complex investigations, learn from BCA experts how to expand your skills and understand the resources available to assist, while maintaining a victim-centered approach.

- Learn techniques to further a human trafficking investigation.
- Learn how to keep victims/survivors involved throughout the investigation.
- Understand how human trafficking investigations cross over with internet crimes against children.

BCA agents are the state of Minnesota's subject-matter experts on human trafficking. Register today to save a seat for this powerful training!

*This training satisfies a requirement for the Investigative Certificate program.*

## **INSTRUCTORS**

BCA special agents, Human Trafficking Task Force, and prosecutors with extensive human trafficking experience.

## **AUDIENCE**

Investigators and analysts assigned to human trafficking investigations, and/or officers who are interested in expanding their knowledge of human trafficking investigations

**POST CREDITS: 14**

**REGISTRATION: \$250**

Register today! | [bcatraining.x.state.mn.us](https://bcatraining.x.state.mn.us)

Resolution No.

City of Virginia, Minnesota, March 26, 2024

**RESOLUTION Authorizing City of Virginia to Make Application to and Accept Funds from the Virginia Community Foundation for the Olcott Park Lions Club Building Re-siding Project**

Resolved by the City Council of the City of Virginia, that

**WHEREAS, the City of Virginia is desirous of maintaining its existing park facilities in Olcott Park; and**

**WHEREAS, the Park and Recreation Commission is recommending the City proceed with the replacement of siding on the Lions Club Building located in Olcott Park; and**

**WHEREAS, the City has not budgeted funds in 2024 for this project; and**

**WHEREAS City of Virginia agrees to accept funding for this project if approved by the Virginia Community Foundation.**

**NOW, THEREFORE, BE IT RESOLVED that the Applicant is a governmental unit and hereby authorizes and approves making applications to the Virginia Community Foundation for grant funds.**

**BE IT FURTHER RESOLVED, the Applicant organization hereby authorizes and approves making application to the Virginia Community Foundation for the Olcott Park Lions Club Building Re-siding Project**

**BE IT FURTHER RESOLVED that the Applicant’s Mayor and Administrator are hereby authorized and directed to sign and submit an application for the said grant monies and to execute all applicable contracts, documents and agreements associated with the grant or the application for it.**

Moved by Councillor supported by Councillor that the above resolution be adopted the 26<sup>th</sup> day of March 2024.

Ayes: -

Nays: -



COUNCIL CHAMBERS

---

8.3

Resolution No.

City of Virginia, Minnesota, March 26, 2024

**RESOLUTION Authorizing City of Virginia to Make Application to and Accept Funds from the Culture and Tourism Grant Program for the Music in the Park 2024**

Resolved by the City Council of the City of Virginia, that

**WHEREAS, during the COVID pandemic, the City of Virginia created a program of live music in Olcott Park on Tuesdays in the summer; and**

**WHEREAS, since 2020 the attendance of community members at Music in the Park has grown to several hundred at each event; and**

**WHEREAS, the City feels this program, is an important free activity that allows community members to congregate and enjoy live music; and**

**WHEREAS City of Virginia agrees to accept funding for the continuation of this program in 2024 if approved by IRRRB.**

**NOW, THEREFORE, BE IT RESOLVED, that the City of Virginia hereby authorizes and approves making application to the IRRRB for Music in the Park 2024.**

**BE IT FURTHER RESOLVED that the Mayor and Administrator are hereby authorized and directed to sign and submit an application for the said grant monies and to execute all applicable contracts, documents and agreements associated with the grant or the application for it.**

Moved by Councillor  
of March 2024.

supported by Councillor

that the above resolution be adopted this 24<sup>th</sup> day

Ayes: -

Nays: -

**COUNCIL CHAMBERS**

---

Resolution No.

City of Virginia, Minnesota,

**Resolution accepting the bid from Bougalis and Sons for the Demolition and Disposal at one residential location in Virginia.**

Resolved by the City Council of the City of Virginia, that

**WHEREAS, the City of Virginia Community Development Permitting & Planning Department received three bids for the Demolition and Disposal for the family residential dwelling at 225 2<sup>nd</sup> Street North.**

**WHEREAS, the three bids were received are as follows:**

- **Bougalis and Sons** **\$24,562.00**
- **TNT Construction Group, LLC** **\$26,800.00**
- **G-men Environmental Services, Inc** **\$28,200.00**

**WHEREAS, the low bid was received from Bougalis and Sons in the amount of \$24,562.**

**NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Administrator enter into an agreement with Bougalis and Sons for the Demolition and Disposal at 225 2<sup>nd</sup> Street North in Virginia in the amount of \$24,562.**

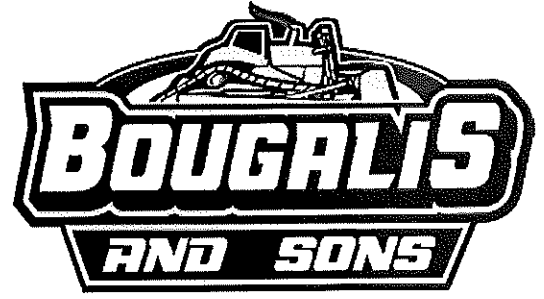
Moved by Councillor \_\_\_\_\_ supported by Councillor \_\_\_\_\_ that the above resolution be adopted  
this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Ayes:

Nays:

**George Bougalis and Sons Co.**

3402 15th Ave E  
 Hibbing, MN 55746 US  
 basinfo7@bougalisandsons.com  
 www.bougalisandsons.com



**Estimate**

ADDRESS  
 Virginia, City of  
 327 1st St.  
 Virginia, MN 55792 US

SHIP TO  
 225 2nd Street  
 Virginia MN 55792

ESTIMATE 1389  
 DATE 03/12/2024  
 EXPIRATION 04/15/2024  
 DATE

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/15/2024	20.2050 Demolition 225 2nd Street Virginia House Demolition	1	24,562.00	24,562.00

Indemnification and Hold Harmless Agreement - To the extent permitted by law, the above owner, agrees to defend, indemnify and hold harmless George Bougalis and Sons, Co. ("General Contractor") and its officers, directors, agents and employees from and against any and all claims, injuries, suits, liens, judgments, settlements, fines, damages, losses and expenses, including reasonable legal fees and costs, arising in whole or in part and in any manner from the acts, omissions, breach, or default of contract, in connection with the performance of any work for Owner by General Contractor, its officers, directors, agents, employees and subcontractors, except for injuries and damages caused by the sole negligence of General Contractor. This agreement shall survive the termination of any agreement between Owner and General Contractor.

SUBTOTAL	24,562.00
TAX	0.00
<b>TOTAL</b>	<b>\$24,562.00</b>

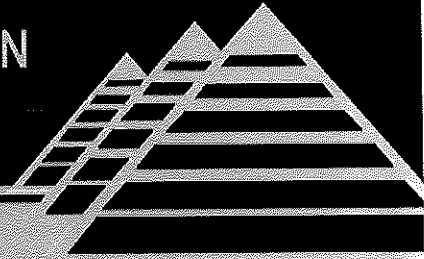
Accepted By

Accepted Date



# TNT

## CONSTRUCTION GROUP LLC



Grand Rapids, MN (218) 326 • 4184

### PROPOSAL

**Date:** 3/14/2024  
**To:** City of Virginia  
**Attn:**  
**Project:** 2nd Street House Demolition  
**Location:** 225 2nd Street North

Item	Description	Total
1	Demo and Dispose of House and Footing	\$26,800.00
<b>TOTAL PRICE</b>		<b>\$26,800.00</b>

**Notes:**

**Includes:** House Demo and Removal, Backfill Basement with Granular Fill.

**Excludes:** Turf establishment,

Thank you for the opportunity to quote.

Sincerely,

*Shane Feltus PM*

Date: 3/14/24

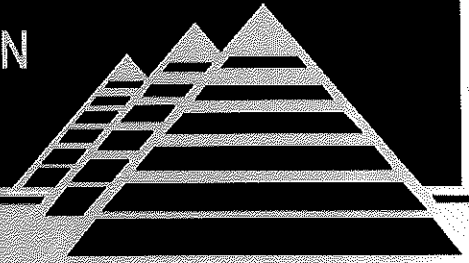
Shane Feltus  
Project Manager/Estimator  
[shane@tnt-cg.com](mailto:shane@tnt-cg.com)  
Cell 218-244-7954

ACCEPTED BY

\*\* UNION CONTRACTOR

# TNT

CONSTRUCTION  
GROUP LLC



Grand Rapids, MN (218) 326 • 4184

Exclusions:

\*\* UNION CONTRACTOR



P. O. Box 269  
Ely, MN 55731  
218-365-5587  
info@GmenES.com  
www.GmenES.com

March 15, 2024

City of Virginia  
Attn: Engineering  
327 First Street South  
Virginia, MN 55792

**PROPOSAL**

**Demolition – 225 2<sup>nd</sup> Street North, Virginia**

Proposal includes labor and equipment to complete the following:

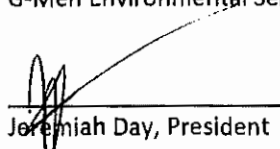
- Demolition
- Removal and proper disposal of all related demolition debris from site
- Backfill, grading and utility disconnects per City's requirements

Proposal pricing excludes testing and/or necessary abatement or work related to unforeseen conditions.

**TOTAL PRICE: \$28,200.00**

Proposed By:

G-Men Environmental Services, Inc.

  
\_\_\_\_\_  
Jeremiah Day, President

Accepted By:

City of Virginia

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



Resolution No.

City of Virginia, Minnesota, **March 26, 2024**

**Resolution approving contract with American Federation of State, County and Municipal Employees (AFSCME) for the period January 1, 2024 through December 31, 2026**

Resolved by the City Council of the City of Virginia, that

**WHEREAS, the contract for the American Federation of State, County and Municipal Employees (AFSCME) has been negotiated between the AFSCME and the City Council; and**

**WHEREAS, after numerous mediation sessions AFSCME and the City Council have reached an agreement,**

**NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Virginia approves the American Federation of State, County and Municipal Employees (AFSCME) Agreement for the period from period January 1, 2024 through December 31, 2026, subject to the final review of the contract language.**

Moved by Councillor            supported by Councillor    that the above resolution be adopted.

Ayes:

Nays:

AGREEMENT

Between

THE CITY OF VIRGINIA, MINNESOTA

And

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 454

JANUARY 1, 2024~~21~~ - DECEMBER 31, 2026

23

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## **AGREEMENT**

This Agreement, dated the January 1, 2024, entered into by and between the City of Virginia, hereinafter referred to as the EMPLOYER, and Local 454 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the UNION.

### **ARTICLE I: PURPOSE OF AGREEMENT**

#### **Section A. Basic Agreement**

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

#### **Section B. Sole Procedure**

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

### **ARTICLE II: GENDER**

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall be construed to include the plural in all situations where they would so apply; and wherever any words are used in the plural, they shall also be construed to include the singular.

### **ARTICLE III: DEFINITION OF REGULAR EMPLOYEE**

The term "regular employee," as used in this Agreement, shall mean any employee who has been employed by the City of Virginia or appointed to work for the City of Virginia by an authorized supervisor or department head in one of the following exclusive departments: Public Works (includes Sewer Crew, Engineering, Parks and Recreation, Miners Memorial Building/MECC, Green House & City Hall), Library, and Parking Meter Monitor; and whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and more than sixty-seven (67) work days per year, excluding Supervisory, Confidential, temporary, casual, and Pages in the Library.

### **ARTICLE IV: RECOGNITION**

The Employer hereby recognizes Local Union 454, American Federation of State, County and Municipal Employees, as the exclusive representative for collective bargaining purposes of the employees of the City of Virginia, Minnesota, in the unit described as follows: "All employees of the City of Virginia who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding essential, supervisory, and confidential employees, and all employees of the Department of Public Utilities.

### **ARTICLE V: RESPONSIBILITIES OF PARTIES**

#### **Section A. Acknowledgement**

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement.

### **Section B. Employer**

The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

### **Section C. Union**

The Union, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

### **Section D. Additional Responsibilities**

In addition to the responsibilities, which may be provided elsewhere in this Agreement, the following shall be observed:

1. The applicable procedure of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.
2. There shall be no interference with the rights of employees to become or continue as members of the Union.
3. There shall be no interference with the rights of employees who wish to pay fair share.

## **ARTICLE VI: PAYMENT OF DUES**

### **Section A. Written Notice**

Upon receipt of written notice from an employee to deduct from their salary the monthly Union dues, the Employer agrees to make such payroll deductions and to remit it to the Financial Secretary of the Union.

### **Section B. Hold Harmless**

The Union hereby warrants and covenants that it will defend, indemnify, and save the Employer harmless from any and all actions, suits, claims, damages, judgments and executions or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the deduction of any Union dues or fair share fee.

### **Section C. PEOPLE Deduction**

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Section B Hold Harmless language will apply.

## **ARTICLE VII: HOURS OF WORK**

### **Section A. All Units except Library**

The basic work week shall consist of five (5) consecutive days of eight (8) hours each, or forty (40) hours per week, except that a special forty (40) hour work week schedule will be arranged for employees in the Garbage Department. Employees who are called out to work, or who continue to work after their regular scheduled shift, and who work continuously until past midnight, shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate for all hours worked. Regularly scheduled hours will be paid at straight time rates.

Hours available for part-time employees shall be scheduled by seniority.

## **Section B. Library Employees**

1. The normal workweek shall consist of five (5) days of eight (8) hours each, scheduled between Monday and Saturday. In the event the needs of the Library require split shifts, employees shall be assigned to such split shifts by mutual consent. In the event no employee agrees to such split shift assignments, the Employer shall have the right to assign the least-senior, qualified employee to the split shift assignment.

2. Library employees shall be entitled to a one (1) hour unpaid lunch period which shall be scheduled in shifts so that continuous service may be provided to the public.

## **Section C. Public Works/Park & Rec**

Employees may request to work a straight eight (8) hour day, at the beginning of their shift, to forego the unpaid 30 minute lunch break with a paid twenty-minute lunch, and with approval of their immediate supervisor, their hours of work shall be adjusted accordingly. Employees shall be required to remain on the job under this arrangement. If the job assigned requires the employee to work through their lunch period, no additional compensation is allotted. Employees who work an eight and one-half (8-1/2) hour day shall be entitled to a "duty free" 30-minute lunch break during the middle of their shift. Rest periods shall be fifteen (15) minutes in each four (4) hours of the shift.

## **Section D. City Hall**

Employees at City Hall shall work an eight (8) hour day with a one-half (1/2) hour unpaid lunch break (total 8-1/2 hours), Monday through Friday. Employees shall be entitled to one (1) paid 15 minute break during each half of the eight (8) hour shift. Employees in the Clerk's office shall be scheduled to provide coverage for the office during the hours of 8:00 a.m. and 4:30 p.m. Other City Hall employees shall be scheduled by their department heads under the same conditions described above, the hours of work as best serves the needs of the department and the City. By mutual agreement between the employer and an employee, employees may be allowed to utilize their break time to extend their meal period without lengthening their work day. Such changes must be made as a written request and approved by the immediate supervisor. In the event that an employee proposes an alternative break and meal schedule that impacts other employees, the employer shall provide notice of the proposed schedule to all impacted. Employees shall have the option of extending their regularly scheduled work day (8:00 A.M. to 4:30 P.M.) by fifteen (15) minutes on either side of the shift to allow for an unpaid forty-five (45) minute lunch break. Employees cannot skip rest breaks provided for in the Agreement to shorten their regularly scheduled work day, nor will the additional fifteen (15) minutes allow for shortening the regular work day as defined above. Once an employee has altered their existing work hours as described above, those new hours shall become the regular set of hours and shall be treated as such for purposes of reporting to/and leaving work. Violation of the hours of work is subject to the discipline process as per the Agreement.

## **Section E. Casuals or Volunteers**

There shall be no reduction of hours to current bargaining unit members as a result of the use of casual or volunteer employees. If the Employer decides to initiate a volunteer program, the Employer will first meet and confer with the bargaining unit to discuss the utilization and implementation of the volunteers.

## **Section F. Additional Position**

When an employee in any department, except the Library, has been assigned to the same higher paid classification for fifty percent (50%) of his time in any calendar year, an additional position shall be added to such higher paid classification commencing the next fiscal year and shall be posted in the manner provided for in Article XI, Section I.

## **Section G. Overtime Distribution**

Overtime shall be distributed equally within the classification that it occurs.

1. Overtime for Golf Course full-time personnel shall be distributed to Golf Course employees on an equal basis. Overtime for full-time Park and Miners Memorial Building/MECC personnel shall be distributed equally among Park and Miners Memorial Building/MECC employees respectively. In either case, if Golf Course, Parks, or Miners Memorial Building/MECC needs additional employees, such overtime shall be distributed to all employees on an equal basis.



2. ~~Overtime for the position of Heavy Equipment Operator in the Public Works Department will be assigned as follows:~~

- a. The overtime groups within the department for the purposes of tracking hours will be Heavy Equipment Operator, Repair, Sewer, and Mechanics.
- b. ~~Sewer~~Sewer overtime will be offered to Sewer Crew employees first, then to Repair, before being offered to the remaining employees of the department.
- c. Call out for sanding shall be offered first to HEO, second to Repair, third to Mechanics, fourth to Sewer, and finally to all other qualified employees.
- d. Heavy Equipment operators ~~Employees~~ assigned to operate the automated garbage trucks on Friday of each week will have the first opportunity for Saturday overtime.
- e. Employees assigned to operate recycling equipment will have the first opportunity for overtime in recycling. If no one accepts the overtime, the junior employee in this classification will be assigned to the Saturday overtime routes.
- f. All other overtime will be distributed equally, first within the classification amongst which it occurs and then amongst the remaining members. ~~in the heavy equipment operator classification amongst the remaining members.~~
- 2-g. In order to be offered overtime, an employee must be trained.

3. Overtime for Library full-time personnel shall be distributed to Library employees on an equal basis. If no one accepts the overtime, the junior employee in this classification will be assigned to the overtime shift.

## ARTICLE VIII: WAGES

### Section A. Rates of Pay

The Wage and Salary Schedule agreed to shall be incorporated into this Agreement as Appendix "A".

Upon ratification, a 1% stipend shall be paid to all employees covered under this agreement based on their hours of work and their 2024 wage rate and their hired hours.

### Section B. Pay Upgrades

1. An additional \$1.00 per hour shall be paid to an employee who is designated to Weld, Finish Cement, Perform Carpenter Work, Operate the Snow Blower Loader, Perform Jack Hammer Work, Operate a Chainsaw, or Operate a Grader Plowing Snow.
2. The operation of sewer equipment (Vactor, Cable Machine, Rodder & Steamer) and the employees involved in performing sewer-related work shall be compensated at the same rate of pay as regular sewer crew employees.
3. Employees operating small tractors while plowing snow shall receive heavy equipment pay during that time. Operators of the John Deere, Allis Tractor, and Bombardier shall be paid heavy equipment rate on all snow removal operations. Truck drivers shall receive heavy equipment rate when pulling the low-boy. All tandem trucks are to be rated as heavy equipment.

### Section C. Overtime or Comp Time

1. Any work required in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half (1-1/2) the employee's hourly rate of pay; or the employee shall have the option of receiving compensatory time off at time and one-half (1-1/2) hours for each overtime hour worked. Employees may accumulate to a maximum of

240 hours per year in compensatory time off (160 hours straight time). Employees may request a buy-out for their accumulated compensatory time twice a year, during the months of June and December. If the employee requests the buy-out prior to the calculation of payroll, which is done on Monday, the employee would be allowed the buy-out, with payment to be made on the regular payroll check.

2. To utilize compensatory time off, an employee must make a verbal request to their immediate supervisor in advance of the day requested off. Approval of the request will be subject to staffing requirements and at the discretion of the immediate supervisor.

#### **Section D. Call Out**

1. An employee reporting for work on a call-out after their regular shift or on their day off or reporting on a regular work day for which they are not assigned to work shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) rates. An employee cannot be charged with a refusal on the overtime hours list for a call-out on a weekend if the employee is on vacation or comp time their last scheduled shift prior to the weekend, or the first shift after the weekend.

#### **2. NON-EMERGENCY OVERTIME CALL-OUT PROTOCOL FOR PUBLIC WORKS EMPLOYEES:**

- a. To be eligible for any non-emergency overtime call-outs, an employee must work the first half of their regularly scheduled shift. If an employee takes more than one-half of their regularly scheduled shifts for the purpose of vacation, compensatory time off, or personal leave, they shall be considered unavailable for any and all overtime call-outs until the start of their next regularly scheduled shift.
- b. If that next scheduled shift will have an early start, said employee would be notified of that change and allowed to report at the earlier time.
- c. To be consistent, there will be no exceptions to the above written protocol. Emergency situations will be handled as such and all employees needed will be contacted. For purposes of clarification, an "Emergency" shall be defined as: "A situation that occurs either as a result of Mother Nature, an act of God, or a situation that places the safety and well-being of the community in imminent danger. A state of emergency can be declared by Federal, State or local officials who have the authority by law to do so".

#### **Section E. After Hours Calls**

An employee who is assigned the position of "Building Maintenance Repair", "Blight Officer", IT positions, and Public Safety positions shall be entitled to thirty (30) minutes of pay for each work related after hours phone call made or received at the employee's residence. The pay shall be at time and one-half (1½) and may be taken as pay or as compensatory time, at the employee's option. The employee shall document each call and submit documentation to their immediate supervisor each pay period. Calls made or received prior to/after the hours of 7:00 AM – 3:30 PM shall be compensated as described above. The above language covers phone calls without a call-out (30 minute overtime). Phone calls, which lead to an actual call out, will receive the two-(2) hour overtime minimum, but in no instance will the employee receive both.

#### **Section F. On-Call Employees**

Employees who are assigned to be "on call" will receive one (1) hour per day at time and one-half (1-1/2) for the period Monday through Friday inclusive and an additional four (4) hours at time and one-half (1-1/2) for the weekend (Saturday and Sunday). Employees must be able to respond in a timely manner. If on-call employees must respond to a call out, they will be entitled to the two (2) hour callout in Section D of this Article.

**Section G. Working in Other Classification**

1. If an employee of any department is assigned to a higher classification at the beginning of a shift, they shall receive the higher rate of pay during the entire shift, even though they may be re-assigned to a lower classification at some point during the shift. However, if an employee of any department is assigned to their regular classification at the start of their shift, and at some point during said shift is re-assigned to a higher classification, they shall be paid the higher rate only for those hours worked in the higher classification. When an employee is temporarily assigned to a lower classification, they shall continue to receive their regular rate of pay.

2. Due to the nature of work required at the Library, any Library employee assigned to work in a higher paid classification for a minimum of two (2) hours shall be paid a premium of an additional \$1.00 per hour for all hours worked in the higher classification. The intent is to compensate employees who are assigned to take on the work of a library associate classification who may be absent for any reason for a minimum of two (2) hours. Such work should not be part of the normal job of the person receiving the premium pay.

**Section H. Pay Equity**

The Union and the Employer agree to a ten percent (10%) corridor. It is further agreed that longevity shall not be included in the pay equity plan computations for this bargaining unit. Should conditions occur, which result in the compensation for any job classification included in this bargaining unit to surpass the ten percent (10%) corridor, the parties agree to meet and confer on the situation and to try to resolve the situation so the classification is within the ten percent (10%) corridor. If the parties are unable to reach a compromise, either party may petition the Commissioner of the Bureau of Mediation Services and request a list of arbiters from the commissioner. The process for selection of an arbiter to hear the issue will be determined as outlined in the grievance section of this Agreement.

The aforesaid provision is effective during the entire term of the contract and shall not affect negotiations or agreements subsequent hereto.

**Section I. Longevity**

Longevity shall be:

- 2% after 7 years
- 4% after 13 years
- 6% after 18 years
- 8% after 23 years

Any employee hired on or after January 1, 2007 is not eligible for longevity.

**Section J. Shift Differential**

1. There shall be a shift differential pay of \$.50 per hour for any shifts or work that begins after 1:00 p.m., and \$.75 per hour for any shift or work that begins after 10:00 p.m. , after the schedule change becomes effective.

2. Library employees shall receive \$.20 per hour shift differential pay for any hours of work performed outside of the regularly scheduled hours of the Library, 7:00 a.m. to 8:00 p.m.

3. There shall be a premium of \$1.00 per hour for all hours worked on a Saturday or Sunday. This weekend premium shall be in addition to any shift differential pay provided for in Section J (1) above.

**Section K. Deferred Compensation**

1. For the purposes of the City of Virginia 457 Retirement Plan, compensation will be calculated on annual base wage only, paid on a monthly basis. The Employer shall make a non- elective contribution to each eligible, qualified employee



as defined by the 457 plan. New hires are not eligible while on probation. Once qualified, payments from the Employer shall be retro to date of hire.

2. If an employee wishes to participate in a 457 Deferred Compensation Plan, they may do so at any amount. ~~3.~~ The City will make a 1% non-elective matching contribution into each employee's deferred compensation plan as defined by State Statute 356.24, without any Employee contribution required. If the employee contributes one percent (1%) of annual base salary or more, into the employee's deferred compensation plan of choice. The employer contribution shall be calculated as prescribed in Section K Paragraph 1, in the percentages as follows:

- For contract years 2021 and 2022 the maximum contribution by the City shall not exceed 3% (three percent).
- Commencing January 1, 2023, if an employee contributes 2.5% (two and one-half percent) or more of their base salary, the maximum employer contribution shall be increased to 3.5% (three and one-half percent).

Effective 1/1/2026, the contributions shall be changed to:  
In addition to the one percent (1%) City contribution listed above:

If the Employee contributes 1%, the Employer contributes 1%  
If the Employee contributes 2%, the Employer contributes 2%  
If the Employee contributes 3%, the Employer contributes 3%

After five years of service, elective contribution increases:  
If the employee contributes 4%, the Employer contributes 5%

After nine years of service, elective contribution increases:  
If the Employee contributes 6%, the Employer contributes 7%

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#### **Section L. City Vehicles**

City vehicles are assigned to be used for City business only. If the City discontinues the City vehicle, Employees will be reimbursed at the Federal Mileage rate for use of their own car.

#### **Section M. Appeal of Position and/or Pay**

1. Employees shall be afforded the right to request an appeal of their position and subsequent pay by submitting a request for re-evaluation between January 1 and January 15 of each year. Request shall be submitted to the City Department Director with copy to the Union Exclusive Representative.

2. Upon receipt of written request, the City shall notify the Position Review Committee, which shall consists of three (3) management personnel and three (3) Union personnel, who shall meet within thirty (30) days to review all requests submitted.

3. The committee shall have the authority to call witnesses to testify about the position(s) under consideration, review any and all pertinent documentation, review current job descriptions, and ultimately determine the validity of the request(s).

4. All decisions shall be made by consensus, and will be forwarded to the AFSCME Exclusive Representative and the City Department Director for final negotiations of appropriate compensation adjustment.

5. All evaluations shall be completed by March 15th, and if any change results in the rating and pay grade, they shall be effective March 15th.

6. Both the exclusive representative and the City Council shall receive copies of the original evaluation requests, as

well as copies of the final results.

7. Both parties shall seek final approval from the City Council and a memo of understanding shall be drafted identifying any and all changes in job descriptions and pay.
8. Changes in the rate of pay shall become effective only after ratification by each party, but in all cases shall be retroactive to March 15th of the current year.
9. For a position, which necessitates an evaluation after the February 1 cutoff date, approval of the Union and City Department Director shall be required, and that decision, as well as the decision of the Position Review Committee shall not be a grievable offense.
10. Following a position review as provided for in this section, an employee is not eligible to request a subsequent review of the same position for a period of 3 (three) years.

## **ARTICLE IX: HOLIDAY PROVISIONS**

### **Section A. Holiday Pay**

The following days shall be paid holidays for all regular employees and all regular employees will receive a regular day's pay on the below listed holidays:

New Year's Day	Martin Luther King Day	Presidents Day
Good Friday	Memorial Day	Fourth of July
Labor Day	Veterans Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Eve	Christmas Day
New Year's Eve	<u>Juneteenth</u>	

### **Section B. Work Performed on a Holiday**

Employees who work on any paid holiday in Section A. shall receive pay or compensation time at one and one-half (1 ½) times their regular straight time hourly rate of pay for all such hours worked in addition to the holiday pay.

### **Section C. Part-Time/Half-Time Employees Holiday Pay**

Employees working half time or more, but less than full time, shall receive holiday pay on a pro rata basis.

### **Section D. Personal Leave Days**

Two personal leave days annually are paid at straight time rates. Personal leave days may not be carried over beyond the calendar year if employee is on STD or LTD.

### **Section E. Holidays on a Saturday/Sunday**

1. When a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed on the following Monday.
2. If holiday falls on a Saturday or Sunday but is observed on a Friday or Monday as per Article IX, Section E, an employee required to work or called out to work on a Saturday or Sunday upon which the holiday falls will receive double time and one half pay for all hours worked on that Saturday or Sunday.
3. In the case where two consecutive holidays may fall on a Friday and Saturday or a Sunday and Monday, the observation of the holidays will be observed on the preceding Friday or Monday following the holiday.

Section F.

For actual or observed holidays listed above that fall on a day when an employee is not scheduled to work, the employee shall be afforded the opportunity to take another day off with pay (at their regularly scheduled hours of work and their regular rate of pay) or compensated at straight time rates for the number of holiday hours paid to all employees scheduled to work during the pay period in which the holiday occurs. Holiday hours paid to an employee not scheduled shall not count as hours worked for their purposes of computing overtime.

3.

**ARTICLE X: VACATIONS**

**Section A. Eligibility**

1. All full-time employees shall receive the following:

<u>Weeks of Vacation With Pay</u>	<u>Years of Continuous Service</u>	<u>Accumulation Rate per pay period (26 per yr.)</u>
Two (2)	One (1)	3.08 hours
Three (3)	Five (5)	4.62 hours
Four (4)	Ten (10)	6.15 hours
Five (5)	Fifteen (15)	7.69 hours
Six (6)	Twenty (20)	9.23 hours

2. Employees who have completed twenty years of service shall be credited with One (1) additional vacation day for each additional year of service after twenty (20) years.

3. Employees working half time or more, but less than full time, shall receive vacation benefits on a pro rata basis.

4. In determining length of continuous service, no deduction shall be made for sickness, military service, or leaves of absence of thirty (30) days or less. Employees shall be allowed to accumulate unused vacation for a period of two (2) years. An employee's vacation pay shall be computed on a basis of their average rate of pay, excluding overtime, during the month immediately preceding the taking of their vacation where one (1) week or more of vacation is taken at one time; and where less than one (1) week of vacation is taken, the same shall be computed on the base pay, excluding overtime, of their regular classification.

5. While an employee is out on vacation, they may not change their day off from a vacation day to a sick day unless there is an absolute medical emergency in which they may eventually qualify for Short Term Disability. The changing of a planned vacation day to a sick day would have to be approved by the City HR department.

6. With planned time off and notice given in advance, employees can use hour increments for vacation. Last minute requests would be at the discretion of the Supervisor and employees may have to use four (4) hour increments.

**Section B. Scheduling**

1. For all employees, from January 1 to February 1, employees shall submit their vacation requests in writing to their department head.

2. Department Heads shall post the vacation schedule for their department, no later than March 1, each year.



3. In determining vacation schedules, the wishes of the employee will be respected as to the time of the vacation, insofar as the needs of service will permit, it being understood that the rights of the senior employees will prevail in selection of vacation time when agreement cannot be reached among employees, but employees must indicate their desire no later than February 1st of each calendar year.
4. Once the vacation schedule has been posted (March 1), any request for vacation will be considered on a first come, first serve basis.
5. Any requests submitted the same workday for the same day off, will be determined by seniority.
6. Employees who fail to submit any vacation requests shall have their vacation time assigned by the department head.

### **Section C. Change in Schedule**

Each employee shall be allowed their vacation pay prior to the schedule of the vacation period providing they give a written request to the payroll department one (1) week prior to such vacation schedule and providing further that such vacation pay and request shall not be granted with intervals of less than two (2) weeks of vacation schedule.

## **ARTICLE XI: SICK LEAVE**

### **Section A. Accumulation**

All regular full-time employees shall accumulate sick leave at a rate of two and one-half (2 ½) = days per month. Probationary employees will accumulate two and one-half (2 ½) days per month while on probation but are not entitled to use of sick leave until completion of the sixty-seven (67) working day probationary period. Sick leave may be used as it is accrued for the purposes identified in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023), and under the provisions as set forth in those statutes. The maximum accumulation of sick leave for regular full-time employees will be thirty (30) days. Any regular employee who works less than full-time shall earn one (1) hour of sick leave for every 30 hours worked, to a maximum of 48 hours per year, and to a maximum accumulation of 80 hours at any time. Employees working half-time or more, but less than full-time, shall receive sick leave benefits on a pro-rata basis. As per MN Statute 181.9447, Subd. 3, the employer may, after three (3) consecutive days of sick leave use, require evidence in the form of a certificate from the physician or otherwise, require documentation as defined in Minn. Stat. 181.9447, subd. 3 of the reason for any employee's absence during the time for which sick leave is granted. A doctor's excuse can be asked for by the employee's immediate supervisor.

Upon ratification of the 2021 contract, each employee will receive a one-time deposit of ten (10) days into their existing sick leave bank.

### **Section B. Short & Long Term Disability**

The Employer agrees to provide short and long term disability insurance for all employees. The employee must have all required short term disability paperwork completed and turned in to the Human Resources Department in order to utilize this benefit. Failure to complete the necessary paperwork by employee will result in City utilizing employee sick leave until such requirements are fulfilled. Short term shall commence on the fifteenth (15<sup>th</sup>) day of any injury or illness and shall pay 100% of the employee's regular wage and shall continue for ninety (90) calendar days, at which point the employee shall convert to long term disability. Long term disability shall pay 66-2/3% of the employee's monthly earnings and shall continue until age 65. Short-term disability shall be verified by the employee's attending physician and employees shall not be required to work in a light duty capacity.

The Employer shall continue to provide hospital/medical insurance, dental, and life insurance for any employee who has qualified for and is receiving long term disability insurance benefits from the Employer's Insurance carrier under the same terms and conditions as regular active employees, for the term of this Agreement.

The employee shall provide payment for their portion of the medical, dental and life insurance premiums by the first of each month they are receiving long term disability benefits.

**Section C. Continuing Accruals**

An employee shall continue to earn sick leave days when he is out of work due to a compensable injury under the Workmen's Compensation Act, provided that such injury occurs during his employment with the Employer. An employee who is out on short term or long term disability shall accrue vacation and sick leave benefits at 100% of the regular employee accrual rates for the duration of their absence while on STD or LTD, and will not be entitled to premium pay or any other bonus or entitlement pay during their absence.

**Section D. Sick Leave for Family Members**

1. ~~An employee may use his/her accumulated sick leave in the case where serious illness in for his/her family (spouse, children and parents) Family Member is defined in Statute 181.9445 to mean: An employee's: child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis; spouse or registered domestic partner; sibling, stepsibling, or foster sibling; biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child; grandchild, foster grandchild, or step grandchild; grandparent or step grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; or a child-in-law or sibling-in-law; and/or any of the family members listed previously of a spouse or registered domestic partner; and/or any other individual related by blood or whose close association with the employee is the equivalent of a family relationship;)~~ which requires his/her care and attendance.
1. ~~requires his/her care and attendance.~~
2. ~~An employee, who has been declared the legal guardian of another person, may also designate up to one individual annually to utilize their sick leave benefits to care for said individual. Employees must notify the City Clerk/Treasurer Human Resources Department of their designation if they have been made a legal guardian prior to use of sick leave benefits.~~
3. Employees may also use paid sick leave as per MN statute 181.9447413. Family and Medical Leave Act, the Employer agrees to extend all rights granted under Federal or State Statutes regarding family or medical leave.

**Section E. Sick Leave Bonus**

1. Effective November 1, 1994, employees will be eligible for a sick leave bonus based on the following basis:

8.0 hours per year or less of used sick leave	- 5 days of pay
8.1 hours per year to 16.0 hours per year used sick leave	- 4 days of pay
16.1 hours per year to 24.0 hours per year used sick leave	- 3 days of pay
24.1 hours per year to 32.0 hours per year used sick leave	- 2 days of pay
32.1 hours per year to 40.0 hours per year used sick leave	- 1 day of pay
40.1 hours per year used sick leave	- 0 days of pay
2. Employees who suffer a workmen's comp related injury while employed by the Employer shall have the option of utilizing one third (1/3) day of sick leave, or no sick leave to remain qualified for the sick leave bonus. It would exclude employees who request and are granted a leave of absence exceeding five (5) days.
3. The sick leave bonus will coincide with the calendar year. The sick leave bonus check will then be issued the first pay period of January on a separate check.

**Section F. Pro-Rata Sick Leave Bonus**

1. Any bargaining unit member who retires from the Employer and meets the retirement qualifications in Article XX Section B-1 or any member who passes away while an active employee of the Employer shall be entitled to a pro-rata sick leave bonus payment.



2. The pro-rata bonus shall be calculated as follows:

Date of Retirement or Death	Hours of Sick Leave Used	Divided by Number of months worked / 12	Equals	Eligible for (hours)	Times Hourly Rate of Pay	Times Number of months worked / 12	Equals Pro-Rata Payment
			Proportional Hours				
			8 or less	40			
			8.1 – 16	32			
			16.1 – 24	24			
24.1 – 32	16						
32.1 – 40	8						
40.1 or more	0						

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Date of Retirement or Death	Hours of Sick Leave Used	Divided by # of months worked in Calendar Year	Equals Proportional Hours	Eligible for (hours)	Hourly Rate of Pay	Times Number of months worked / 12	PRO RATA PAYMENT
Oct. 31	0	/ 10/12	0	40	X \$15.00	X 10/12	= \$500
Apr. 15	8	/ 4.5/12	21.3	24	X \$18.00	X 4.5/12	= \$162
June 30	16	/ 6/12	32	16	X \$20.00	X 6/12	= \$160
Dec. 1	32	/ 11/12	34.9	8	X \$15.00	X 11/12	= \$110

3. The bonus payment shall be calculated and explained to the retiree prior to the issuance of the check, and in the event of the death of an active employee, the calculation formula shall be included with the payment to the beneficiary.

**Section G. Sick Leave – HCSP:**

1. Employees with a minimum of ten (10) years of service with the Employer, who retire and are immediately eligible for PERA pension and/or PERA disability benefits, who resign/quit because of disability, or who are laid off from employment and not re-called, shall have the balance of their accumulated, unused sick leave hours transferred into their Post-Retirement Health Care Savings Plan account. Sick leave hours will not be paid out to employees who are terminated for cause.

2. Employees who voluntarily quit employment with the Employer or are terminated for cause are not entitled to any payment of sick leave bonus. Employees who separate employment under a disability arrangement are also not eligible for a sick leave bonus payment.

**ARTICLE XII: SENIORITY**

**Section A. Staffing Level**

The Employer shall have the right to determine the number of full and half-time regular employees and temporary, casual or seasonal employees.

**Section B. Probation**

All new regular employees shall be on probation for a period of ~~sixty-seven (67) working days~~ six (6) months, at the end of which period they shall be entitled to seniority from their first day of employment. The standing is to be determined on the basis of total length of continuous employment with the Employer, not to include overtime hours, in a bargaining unit position. Accreted employees shall be credited with total hours of employment. For employees hired prior to January 1, 1995, seniority shall be credited by years of continuous service. This section shall not apply to temporary, casual or seasonal employees.

**Section C. Temporary Employees**

For any employee hired to fill an AFSCME bargaining unit position on either a full-time temporary status, or on a part-time temporary status, the following conditions shall apply:

1. From the first day of employment, the employee shall receive the contract rate of pay for the position they are

hired or assigned to fill (90% of the hourly rate for the first six (6) months of employment). During the first sixty-seven (67) shifts of employment with the Employer, the employee shall earn no rights for seniority purposes with the bargaining unit. They have no right to post for any openings which may occur within the AFSCME bargaining unit, but may be assigned to an open position if they possess the necessary qualifications and licenses, and no bargaining unit employees are available. No overtime shall be offered unless all other eligible bargaining unit employees have been given an opportunity to work the overtime first.

2. If the temporary position lasts longer than sixty-seven (67) shifts, on the sixty-eighth (68th) shift, the employee shall be declared on probation with the Employer, subject to the usual and customary evaluation process for all other regular bargaining unit employees. During this period of probation, the employee may be discharged without cause. Effective 1/1/2015, upon completion of one hundred thirty-four (134) shifts; the employee will have completed the contractual probationary period and will be entitled to bargaining unit seniority, with their seniority date being the first date of employment with the Employer. The employee shall be credited with sick leave and vacation accumulation and enrolled for other benefits, if they so desire, and will have layoff and recall rights as per this Agreement. During the second 67-shift probationary period, the employee may post for bargaining unit vacancies, but has no seniority rights to any position.

~~2.3.~~ Casual employees shall not be allowed to post on internal postings.

#### **Section D. Seasonal Employees Seniority**

1. A seasonal bargaining unit position is a position that is anticipated to last more than 67 shifts in a calendar year. It shall be scheduled to work forty (40) hours per week, five (5) days per week, on a regular basis over a predicted period of time during the year, (i.e. 5 to 7 months from April to October as an example). Seasonal AFSCME bargaining unit positions will not accrue seniority rights within the regular full time, regular part-time AFSCME Local 454 bargaining unit, but will establish seniority rights within the seasonal AFSCME bargaining unit after completion of 90 working shifts. Seasonal seniority rights shall be used for purposes of layoff and re-call to the seasonal unit positions, or to fill vacancies in the regular AFSCME bargaining unit, during non-seasonal periods of work.

2. In the event of a vacancy in the regular AFSCME Local 454 bargaining unit, seasonal employees shall be allowed to make application at the Clerk's office for consideration for the position, but may be considered only if there are no applicants from the regular full time, regular part-time AFSCME bargaining unit. If this occurs, the Employer shall review the seasonal applicants prior to seeking additional applicants from the general public. If the seasonal applicants do not possess the minimum qualifications for the position, they shall not have a "seniority right" to the position and may not grieve the issue with the Employer. In the event of a temporary vacancy in the regular AFSCME bargaining unit during non-seasonal periods, the senior qualified seasonal employee should be recalled. If a seasonal works more than 67 shifts in a regular bargaining unit position, they would then establish a seniority date with the regular AFSCME bargaining unit, and would have seniority rights for future employment purposes.

3. Seasonal AFSCME bargaining unit positions shall not be entitled to any benefits other than, workmen's compensation benefits, and life insurance while employed in a seasonal position. They shall be covered by the overtime language, holiday pay during seasonal periods of employment only, and seasonal seniority. The pay for the seasonal bargaining unit positions shall be 90% of the regular position's rate of pay found in the AFSCME Local 454 Agreement, for the first six (6) months of employment, and shall increase annually in accordance with negotiated increases to said position.

#### **Section E. Equipment Upgrades**

Regular employees desiring training to operate equipment of a higher-grade classification within the department they work in shall be trained by qualified personnel designated by the City Engineer or his designee. The time and place of training will be selected by mutual agreement.

## **Section F. Loss of Seniority/Layoff**

1. A regular employee shall lose their seniority standing upon voluntary resignation from employment with the Employer, or if terminated for cause. Any employee on layoff status shall retain seniority and recall rights for thirty (30) months after the original date of layoff. After thirty (30) months, their name shall be removed from the employment rolls.
2. The City agrees that there will be no future outsourcing of any bargaining unit jobs and if there are to be layoffs within the City that would affect AFSCME bargaining unit positions, the City agrees that the golf course contract employees (previous bargaining unit positions) will be laid off prior to any bargaining unit members and will only be recalled after bargaining unit members are recalled to work.

## **Section G. Bumping**

In the reduction of staff in any classification of work, a senior regular employee shall be given preference of work over a junior regular employee in the same classification. A regular employee laid off pursuant to this Agreement may bump a regular employee with lesser seniority in any classification provided that the bumping employee can demonstrate the ability to perform the required job duties and can obtain the required licenses of the position within forty-five (45) working days. For positions which require a college degree or a technical school certification, or State sanctioned license or certification, the employer will determine if a bumping employee has the necessary qualifications to bump into such positions. The Employer agrees to meet and confer with the Union to provide senior employees all available options to work in an effort to avoid laying off senior employees rather than retaining junior employees, part-time employees, seasonal, casual employees. Senior employees bumping into a position of lower pay shall receive the lower rate of pay for the time spent on such lower paying job.

## **Section H. Rehires**

In the rehiring of regular employees, the senior regular employee shall be given preference over the junior regular employee. The Employer will notify the regular employee at his last-known address by certified mail. The regular employee must notify the Employer of their intent to return to work within seven (7) calendar days of delivery and or receipt of the recall notice. Failure to report for work within fourteen (14) calendar days of the return to work notice shall be considered a voluntary quit.

## **Section I. Transfers**

In the case of transfer from one classification of work to another, regular employees involved in the transfer shall not lose seniority standing.

## **Section J. Seniority List**

The Employer shall post the seniority list by January 31 of each year. A period of thirty (30) days from the date of such posting will be allowed a regular employee to appeal their listing. Thereafter, the Employer shall post a new and revised seniority list by January 31 of each year. Once posted, the employer need only go back to the last posting to settle any disputes.

## **Section K. Vacancies**

1. When a vacancy occurs on any job, the Employer shall post a notice of such vacancy within seven (7) days on employees bulletin boards, and the regular employees shall be given seven (7) days' time in which to make application to fill said vacancy. Newly created positions shall be posted in the same manner. The senior regular employee making application shall be transferred to fill the vacancy or new position, provided they have the necessary qualifications to perform the duties of the job involved. A regular employee so transferred to fill the vacancy or new position shall be on probation in the new position for a period of thirty(30) calendar days, during which time they may elect to return to their previous position without loss of seniority in that position. Upon a determination by the Employer during the probationary



period that a regular employee does not qualify, they shall not be relieved until review by the appropriate committee or commission and the Union Grievance Committee.

2. Employees in their probationary period may bid on open positions, provided that all permanent, non-probationary employees first have an opportunity to bid on such positions. A change in position will not impact the employee's start date nor extend their probation.

3. During the posting period indicated above, prospective applicants can secure the names of prior applicants from the department head. At the end of the posting period, the department head shall furnish the Union President with a list of all applicants. The Union shall also be notified as to which applicant is appointed to fill each vacancy or new position.

4. Temporary vacancies of thirty (30) days duration or longer shall be filled by posting. Employees serving in a temporary position may not bid on another temporary position. Employees on short-term or long-term disability may not bid on a temporary position.

5. All vacancies, permanent or temporary, shall be posted and filled within forty-five (45) days of the date the vacancy occurs, and it is the intent of the Employer wherever possible to place the senior qualified regular employee in the position at the outset.

## **ARTICLE XIII: LEAVES OF ABSENCE**

### **Section A. Leave of Absence**

1. Family and Medical Leave Act. Employees may also use paid sick leave as per MN statute 181.9413. The Employer agrees to extend all rights granted under Federal or State Statutes regarding family or medical leave.

2. A leave of absence not to exceed six (6) months shall be granted by mutual consent of the Employer and the Union. The leave of absence may be further extended for an additional six months, but in no event for any longer period by mutual agreement of the Employer and the Union. A regular employee shall continue to acquire seniority when a leave of absence is granted.

3. If a person is receiving LTD benefits as provided by the Agreement, they shall remain on the seniority list. Once the employee has been determined fully disabled, or has been on an unpaid leave for two (2) years, they shall be removed from the employment rolls.

4. A regular employee who is absent due to illness after their sick leave has been exhausted be granted a disability leave of absence for a period not to exceed two (2) years. A regular employee on disability leave shall continue to acquire seniority during the period of such leave. The regular employee shall be required to furnish the Employer with a certificate from a doctor as to their inability to return to work each six (6) months during the period of disability leave.

### **Section B. Funeral Leave**

A funeral leave not to exceed three (3) consecutive work days absence shall be allowed to an employee in the event of the death of a member of the immediate family, namely: wife, husband, son, daughter, father, mother, sister, brother, grandparents, grandparents of spouse, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law. In the event travel is required to a point outside a 200-mile radius from the City of Virginia, an additional period not exceeding two (2) days from the date of funeral will be allowed for travel if needed.

### **Section C. Parental Leave**

Any regular employee who has been employed by the Employer for twelve (12) months or more shall be entitled to a parental leave as defined below:

1. Within six (6) weeks of the birth or the adoption of a child, an employee may commence an unpaid parental leave, which may be for a period of up to six (6) months. Prior notice of such parental leave must be received by the Employer at least four (4) weeks before the start of such parental leave and shall state the expected starting and ending dates of such leave.
2. During such unpaid parental leave, an employee shall not be eligible for any other contract benefits except for the Employer provided health insurance coverage which may be continued at the employee's expense.
3. Upon return from parental leave, an employee shall be entitled to all accrued pre-leave benefits and seniority, and shall return to their former position or another position with comparable duties, hours, and pay. In the event such parental leave lasts longer than one (1) month such employee must provide at least two (2) weeks' notice of intent to return to work prior to returning to work.
4. In the event the employee is eligible for and receives sick leave benefits as provided for in Article 10 of the Agreement during the time of parental leave, the employee shall be paid for such sick leave benefits and their unpaid parental leave shall not be extended as a result of using sick leave.
5. During the prenatal period, the pregnancy shall be treated in the same manner as any other illness for the purposes of use of accumulated sick leave during the period when the employee is incapacitated as a result of the pregnancy.

#### **Section D. Military Duty Leave**

Up to fifteen (15) working days (120 hours) paid leave per calendar year shall be granted to members of a Reserve or Guard Unit of the United States or the State of Minnesota who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or the State of Minnesota. Employees shall be paid their regular salary during the period of military leave, and shall remit payment received from the Guard or Reserve Unit, minus mileage or per-diem, to the Employer. Military leave without pay will be granted to all employees recalled to active duty in the United States Military or Minnesota Guard Units and all such time shall count toward the employee's seniority.

#### **Section E. Jury Duty**

1. When a regular employee has been called upon for jury duty by the Municipal, State or Federal Courts and has been absent from work because of such jury service, they shall be paid their regular salary by the Employer with the understanding that at the completion of their jury duty, they shall remit their jury service checks to the Employer. The Employer shall be entitled to the jury duty check, less the amount included for traveling expenses, which shall be remitted to the employee.

2. It is further understood that if such employee is scheduled to work on the day in question and is dismissed by the Court two (2) hours prior to the end of their work schedule, they will return to work for the balance of such day. If a shift worker is scheduled to work the afternoon shift on the day in question and is dismissed by the Court two (2) hours prior to the beginning of his shift, they will not be considered as having performed any jury duty on that day and consequently will be compensated only for time actually worked on such shift. The employee must give their department supervisor notice of their forthcoming jury service as soon as they are notified if they are to receive the difference as indicated above.

#### **Section F. Leave Donation Policy**

A leave donation program as outlined in City Policy will be available to employees covered under this agreement.

### **ARTICLE XIV: DISMISSALS, DEMOTIONS AND TRANSFERS**

1. Discharges, demotions or transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employees affected shall receive prior notice in writing of any such action. Upon request of the Union,

a hearing shall be held at which the employees and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against them. A stenographic record of the hearing before the Employer shall be taken, and the employee and the Union Grievance Committee shall be entitled to a copy of the record. In case of dismissals, the salary of the employee shall be suspended during the period in which the hearing takes place, but their name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension. In cases where a demotion has been proved unjustified and the employee returned to their former status, the loss of pay involved shall be restored.

2. Where reasonable to do so, before an employee is suspended, they shall be given a hearing before the Grievance Committee of the Employer.

3. In the event a general layoff is contemplated, the Employer agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

## **ARTICLE XV: GRIEVANCE PROCEDURE**

Grievance shall be defined as a dispute or disagreement as to the applications or interpretation of any term or terms of this Agreement.

### **Section A. Resolve Informally**

Employees are encouraged to attempt to resolve any disagreement on an informal basis with their Supervisor. If the matter is not resolved by informal discussion, it shall be settled in accordance with the following procedure:

### **Section B. Step 1 – With Supervisor**

The Union President, Steward, or the grievant shall present the grievance in writing to the Supervisor involved. Failure to present the grievance within ten (10) working days of the occurrence or knowledge of the violation, and failure to request in writing within the prescribed time limits advancement of the grievance to the next step shall render the grievance null and void. Failure of the Employer to respond within the prescribed time limits shall render the grievance settled, based on the Union's last position on the issue. An answer to the grievance shall be made in writing within fifteen (15) calendar days after receipt by the Supervisor.

### **Section C. Step 2 – City Personnel Committee**

In the event no settlement is reached, the Union or the Employer may request a meeting between the Exclusive Representative and the City Personnel Committee Chair or the Mayor, the grievant and the Supervisor. Request for this meeting shall be in writing and must be postmarked within fifteen (15) calendar days after receipt of the written response of the Supervisor. This meeting shall be considered Step 2.

### **Section D. Step 3 – City Council**

In the event no settlement is reached, the Union or the Employer may request in writing a meeting with the City Council. The request is to be in writing, and shall be postmarked within fifteen (15) calendar days of the date of the Step 2 meeting. The meeting shall be scheduled within twenty (20) calendar days after receipt of the written request. This shall constitute Step 3.

### **Section E. Step 4 – Mediation**

In the event no settlement is reached at the Step 3 meeting, the parties may with mutual consent request the services of the Bureau of Mediation Services and hold a grievance mediation session, to attempt and reach a settlement. Request for this Step 4 meeting shall be made in writing within ten (10) calendar days of the Step 3 meeting. If there is no consensus on the grievance mediation, the grievance shall move directly to the final step, grievance arbitration.

### **Section F. Arbitration**

If no settlement is reached in Step 3 or Step 4 (depending on the parties position on grievance mediation), the grievance



shall be submitted to arbitration, within fifteen (15) calendar days, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven prospective arbitrators. From this list, each party shall, in turn, strike one name until one name remains, and the last remaining individual shall be designated as arbitrator. The grieving party shall strike first. A hearing on the grievance shall be heard promptly by the arbitrator, and a decision shall be rendered by him within thirty (30) days of the date of the hearing. All Expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

**Section G. Representation**

Duly authorized representatives shall have the right to accompany the employee and/or the Union Grievance Committee at all times in the discussion or adjustment of grievances. And the Employer shall have the right to have its representative present at all times in the discussion and adjustment of grievances.

**Section H. Right to Waive**

The time limits in any step of the grievance procedure may be waived by mutual agreement of the Employer and the Union.

**Section I. Arbitrator's Authority**

An arbitrator may not modify, add to, delete from, or ignore any provision of the Labor Agreement in rendering his/her decision.

**ARTICLE XVI: GENERAL PROVISIONS**

**Section A. Matters Not Covered**

All matters not covered by this Agreement shall be settled by negotiations.

**Section B. Bulletin Boards**

The Union shall be permitted the use of bulletin boards for posting of matters of interest to its members.

**Section C. Safety Committee**

The Employer and the Union have hereby agreed to the establishment of a Safety Committee composed of members of the Commission and members of the Union. Such Committee shall have the responsibility for the establishment of safety rules and regulations for the purpose of protecting and enforcing the general safety program within the City of Virginia. The Employer agrees to provide one (1) hour per month for the purpose of employees attending a safety meeting for all employees of the Employer.

**Section D. Replacement of Tools**

The Employer shall pay for replacement of worn-out or broken tools, provided the broken or worn-out tools are turned in to their supervisor.

**Section E. Coveralls**

The Employer shall furnish rental coveralls for the regularly assigned mechanics.

**Section F. Library Closure**

Library employees scheduled to work on a day that the Library is closed due to inclement weather or other circumstances such as a power outage or bomb threat shall receive their regular wage for that day.

**Section G. Work-Related Equipment Allowance**

Upon receipt (must be the original), the Employer will reimburse the employee up to a maximum of \$25020.00 in a two year cycle for the purchase of work-related safety apparel or safety equipment with prior approval of the City Safety Director.



## **Section H. Physical Exams**

The Employer may require any regular employee to have an eye and ear examination at the expense of the Employer. Any other physical examination required by the Employer shall be paid for by the Employer.

## **Section I. Notification of New Hires, Terminations, and Employee Orientation**

The employer will notify the Union of any new hire with person's name, job title, worksite, location, home address, work telephone number, home and personal cell phone numbers, date of hire, work email address, and personal email address within first twenty (20) days of employment. The employer will also notify the exclusive representation within twenty (20) calendar days of the separation of employment or transfer of a bargaining unit employee out of the bargaining unit.

At least every 120 calendar days, the employer will provide the Union with the contact information for all bargaining unit employees in an Excel file.

Within 30 calendar days of the hire of a new employee, the employer will allow the Union at least 30 minutes of work time to meet in person with the newly hired employee. Notice of any scheduled orientations will be provided at least 10 days in advance of the scheduled orientation. Any duly-elected steward or union officer meeting with a newly hired employee will be allowed paid work time to attend such meeting or orientation.

## **ARTICLE XVII: CHANGES**

Before any change is made in the foregoing rules and regulations, including those affecting working hours and wage and salary schedules, the Employer agrees to give reasonable notice and opportunity to be heard to the Union through its Union Grievance Committee.

## **ARTICLE XVIII: SOLDIERS PREFERENCE LAWS**

Nothing herein shall affect the Soldiers Preference Laws and rights of employees thereunder.

## **ARTICLE XIX: RETIREMENT**

Any employee with twenty (20) years or more of continuous service with the Employer shall, upon retirement, receive one (1) day of vacation pay for each year of service.

## **ARTICLE XX: HEALTH AND WELFARE PLAN**

### **Section A Life, Health, Dental**

All regular employees shall be covered under the following health and welfare program or under comparable or equivalent coverage during the periods indicated. For purposes of Article XX, "regular employees" shall not include supervisory, confidential, temporary, casual, seasonal, or pages from the library. Part-time regular employees shall receive benefits on a pro-rata basis.

1. **Life Insurance.** The employer shall provide \$25,000 group term life insurance for active employees to age 65. Employees having ten (10) or more years of continuous service with the Employer at the time they reach age 62 and who retire at age 62 or the total of 90 points (age plus years of service), and who are eligible for retirement under by-laws of the Public Employees Retirement Association, shall be given a non-contributory life insurance policy in the amount of \$5,000 at the time of their retirement, or at age 65, provided the service requirements have been met. The entire premium cost for such coverage shall be paid by the Employer.

2. **Medical/Hospitalization Insurance.**

~~Effective January 1, 2021 through May 31, 2021: VEBA PLAN OPTION AND CURRENT "J" PLAN.~~

~~Employees shall be enrolled in a VEBA 100 (830) plan with deductibles of \$1200 single and \$2400 family (or the deductible levels as provided via the NESC at that time).~~

- ~~ii.i.~~ Employer shall deposit 100% of the deductible amounts into the employees VEBA account at least semi-annually, 50% of the deductible by January 1 and 50% of the deductible July 1 of each year.
- ~~iii.ii.~~ The employee shall pay monthly premium for either the single or family monthly premium, and the Employer shall pay the balance of the monthly premium as per Article XX, Section C.
- ~~iv.iii.~~ This financial arrangement shall remain intact for the duration of the agreement and until subsequent agreements are reached. For any employee hired after January 1, of each year, the VEBA contribution shall be pro-rated dividing the deductible amount by 12, then contributing that amount into the VEBA account by the first day of the following month of date of hire.
- ~~v.iv.~~ For any future retiree who remains on the VEBA plan, they shall continue to receive the same annual contribution into their VEBA account as the active employee group does, for either the single or family plan selected by the retiree. Deposits for new hires and terminating employees will be pro-rated.
- ~~vi.v.~~ Qualified retired employees shall enroll in Medicare/Medicaid upon reaching age 65 and shall be furnished with a supplemental plan that maintains the same level of coverage as provided previously, including prescription benefits.
- ~~vii.vi.~~ For any employee who leaves employment with the City during the year of their own volition, the City may withhold from the last paycheck to the employee any VEBA contributions that have been deposited by the City for that quarter or six (6) month period on a pro rata basis, unless the employee has utilized the VEBA deductible prior to separation.
- ~~viii.vii.~~ For any employee who incurs a medical or pharmaceutical bill greater than their current VEBA fund balance, they shall be entitled to an advance of the balance of the annual Employer VEBA contribution amount by submitting proof of the expense (EOB-explanation of benefits from BC/BS; and/or an actual bill from health care provider/pharmacist) being provided to the City of Virginia's Human Resource Director. For employees on a maintenance prescription or for an employee with a scheduled surgical procedure, providing documentation to the HR Director will enable the HR Director to direct the entire VEBA deposit from the City to be made prior to depletion of the individual's VEBA fund balance.
- ~~ix.viii.~~ If the City Insurance Committee meets and confers and is successful in finding a medical insurance option that is comparable to the existing coverage, and such change offers a savings for the City, both parties agree to reopen those parts of the Agreement that are affected by the savings and understand at these sections may be modified independently from the rest of the contract with the intent to pass the savings onto the employees.

~~Effective June 1, 2021 the following terms shall replace the foregoing Article XX Section A(2):~~

3. PIEP Plan Options/Available Coverages. Employees shall enroll in the Public Employees Insurance Program at any of the three levels offered by the plan upon the following terms:
  - i. For employees enrolled in the Advantage or the Value plan, employees shall be afforded a contribution to their VEBA account annually, \$1,200 for employees enrolled in single coverage and \$2,400 to employees enrolled in family coverage.
  - ii. For employees enrolled in the HSA plan, employees shall be afforded a contribution to their VEBA account annually, \$2,000 for employees enrolled in single coverage and \$4,000 to employees enrolled in family coverage.
  - iii. For each plan, the following benefits shall apply:
    - a. Advantage Plan: for employees enrolled in the PEIP Advantage plan, the employer shall pay 80% of the

monthly premium, and the employee shall pay 20% of the monthly premium. Beginning 1/1/2025, the employer shall pay 70% of the monthly premium, and the employee shall pay 30% of the monthly premium.

If an employee's out-of-pocket costs exceed \$1,200 for single coverage or \$2,400 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article XX: Section A, Subsection 2, vii.

- b. Value Plan: for employees enrolled in the PEIP Value plan, the employer shall pay 80% of the monthly premium, and the employee shall pay 20% of the monthly premium. ~~Beginning 1/1/2025, the employer shall pay 70% of the monthly premium, and the employee shall pay 30% of the monthly premium.~~

If an employee's out-of-pocket costs exceed \$1,200 for single coverage or \$2,400 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article XX, Section A, Subsection 2, vii.

- c. HSA Plan: for employees enrolled in the PEIP HSA plan, the employer shall pay 90% of the monthly premium, and the employee shall pay 10% of the monthly premium. Beginning 1/1/2025, the employer shall pay 87% of the monthly premium, and the employee shall pay 13% of the monthly premium. Beginning 1/1/2026, the employer shall pay 85% of the monthly premium, and the employee shall pay 15% of the monthly premium. Beginning 7/1/2026, the employer shall pay 82% of the monthly premium, and the employee shall pay 18% of the monthly premium.

e.  
If an employee's out-of-pocket costs exceed \$2,000 for single coverage or \$4,000 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article XX: Section A, Subsection 2, vii.

A hardship shall be defined as a medical or pharmaceutical bill that surpasses the annual VEBA contribution made by the City. A hardship shall not include VEBA- or HSA-eligible expenses that are non-medical or non-pharmaceutical (e.g. frames for glasses).

3. For 2025 and 2026, if insurance rates increase more than 10% during any year of the contract, the Employer will absorb the total cost of the increase above 10%. This clause will sunset upon expiration of the contract on 12/31/2026.
4. Blue Cross/Blue Shield/Delta Dental Premier Comprehensive Enhanced Dental Coverage with special endorsement for Orthodontic Coverage. Annual maximum allowance for dental insurance is \$1,500 with Lifetime orthodontia maximum of \$1,000.

### Section B. ~~Employee Contributions~~

1. ~~Through 5/30/2021 for the BCBS J plan, the Employer shall pay the following percentages of the insurance premium costs of Items 1, 2, 3 and 4 above, including the cost of coverage of the dependents of the employees, per month.~~

EFFECTIVE \_\_\_\_\_ EMPLOYER \_\_\_\_\_ EMPLOYEE \_\_\_\_\_



DATE	CONTRIBUTION	CONTRIBUTION
July 1, 2018	83%	17%
January 1, 2019	83%	17%
January 1, 2020	80%	20%

**Section BC. Continuation during Workers Comp or Layoff**

The Employer shall continue to provide the coverages hereinabove set forth during the period of temporary total disability to employees resulting from compensable injury under the Workmen's Compensation Act and for a period not exceeding six (6) months for employees either laid off or after sick leave has been exhausted, but shall terminate the same upon such employee obtaining other employment.

**Section CD. Retiree Coverage**

1. The Employer shall provide continued coverage for retirees who qualify pursuant to paragraph Article XX, Section B-1 above, and their dependents, health insurance as outlined in Article XX, Section A above, until the time of the retiree's death.
2. In the case where the employee is eligible for such coverage under Federal Medicare, he shall be required to apply for such coverage, and they shall then be covered under the supplemental Blue Cross and Blue Shield plans. The premium contribution toward the supplemental plan shall be the same as the premium contribution made to the regular health insurance plan.
3. In the event the spouse of the retiree is under age 65 and therefore not eligible for Federal Medicare, he or she shall be continued in coverage under the regular Blue Cross-Blue Shield plan until such time as they become eligible for Medicare, at which time the spouse will be furnished supplemental Blue Cross and Blue Shield coverage; provided, however, that the spouse must qualify as a dependent of the employee to be eligible for this coverage.

**Section DE. Retiree Contributions**

a. For retirees who retired prior to the ratification of the 2021-2023 agreement who qualify for retiree medical insurance benefits, the contribution levels toward monthly premiums shall be dictated by the terms of their separation agreement or the contract under which they retired.

For any future retiree who qualifies for retiree medical insurance contributions, the retiree shall contribute toward the monthly premiums at the level specified by the contract under which the employee retired. (For example, if an employee retires under the 2021-2023 agreement, a retiree enrolled in the PEIP HSA plan shall pay 10% of the monthly premium; a retiree enrolled in the PEIP Advantage plan shall pay 20% of the monthly premium.) A letter shall be provided to each employee upon retirement specifying the rate(s) of contributions available to them under the plans offered and a copy of the letter shall be retained by the City.

- b. Any employees hired after the date of ratification of the 2004 contract who qualify pursuant to paragraph B-1 above, and their dependents, shall contribute toward the monthly premiums for items B-2, B-3, B-4 above, at the rate of 100%. All other provisions of Article XX, Section E above shall continue to apply.
- c. Upon ratification of the 2018-2020 Contract, the Employer shall provide continued health/dental coverage under the VEBA 100 plan with a premium split of 85/15 with the Employer paying 85% to any employee who meets the following criteria:
  - i. By 12/31/2021, employee is eligible for retirement under by-laws of the Public Employees Retirement Association's (PERA) "Rule of 90" which states that total of age plus years of service equals 90 points, AND
  - ii. Employee qualifies for medical insurance benefits from the City after retirement under Article XX, Section F-1, AND
  - iii. Employee submits a letter of intent to retire by 10/31/2020 that clearly indicates date of retirement that

is on or before 12/31/2021 AND

iv. Employee must retire on or before 12/31/2021.

d. The Employer will pay the full annual deductible until age 65. At age 65, the retiree must enroll in a supplemental plan.

e. If the employee dies, the surviving spouse may continue single medical and/or dental coverage by paying the full monthly premium for such coverage(s).

**Section F. Retiree Eligibility**

All benefits listed above in Retirement Health and Welfare.

**Section G. Health Care Savings Plan**

1. The Parties agree that if the Union wants to add options to increase HCSP contributions with employee monies, those parts of the Agreement can be reopened and modified independently from the rest of the contract. The Union shall give the Company thirty (30) days' notice and the Parties will meet to discuss options. This in no way obligates the Employer to contribute any Employer funds to employee Health Care Savings Plans.

2. Beginning on the first anniversary of any employee hired after January 1, 2004, said employee shall contribute via payroll deduction to a Health Care Savings Plan in the following amounts:

<u>Year</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
1 <sup>st</sup> Anniversary	4% of Monthly Base Wage	1% of Monthly Base Wage
5 <sup>th</sup> Anniversary	4% of Monthly Base Wage	3% of Monthly Base Wage
10 <sup>th</sup> Anniversary	4% of Monthly Base Wage	5% of Monthly Base Wage
15 <sup>th</sup> Anniversary	4% of Monthly Base Wage	7% of Monthly Base Wage

3. Contributions will be made monthly.

**Section H. Insurance Committee**

The Employer agrees to immediately establish a Committee on Health Insurance to be empowered with the ability to effectively recommend insurance programs and shall further be empowered to research all available health insurances periodically. This committee shall consist of equal members from all bargaining units and equal members from the City Council and management; i.e., one member from the City Council, one member from management, one member from the library department bargaining unit, one member from the parks department bargaining unit, and one member from the public works bargaining unit. The City agrees to appoint the one (1) retiree from the AFSCME bargaining unit and at least two active members. The Committee shall meet at least annually, and all meetings will be noticed per MN open meeting law requirements.

**ARTICLE XXI: PROGRESSIVE REPRIMAND SYSTEM**

**Section A. Offenses**

Offenses include, but are not limited to, the following:

1. Insubordination (refusal or failure to perform work assigned; fighting)
2. Possession, use of, or being under the influence of any alcoholic beverage or any type of dependency drugs during work periods.
3. Absenteeism without leave or without satisfactory explanation; chronic tardiness.



4. Failure to work emergency\*\* overtime.
5. Failure to abide by safety rules and regulations.

\*\*Emergency - When the health and/or safety of the citizens of Virginia is in jeopardy.

Theft would be immediate discharge.

### **Section B. First Offense – Verbal Warning**

Record of a verbal reprimand will be entered into an employee's personnel file. A verbal reprimand will be given and followed up (within five (5) days) with a discussion between the employee and their supervisor on the action, which constituted the reprimand.

### **Section C. Second Offense – Written Warning**

1. A written warning will include a "coaching" session with the employee and the supervisor involved in issuing the reprimand. The supervisor will review and explain the work rules or job performance standards that the employee has violated or abused. The supervisor will encourage the employee to improve their work habits and schedule a follow-up meeting in approximately two (2) weeks to evaluate the improvement of the employee.

A copy of the reprimand will be placed in the employee's personnel file. The employee will also receive a copy.

### **Section D. Third Offense – Decision Making Leave or Unpaid Suspension of 1 to 3 Days**

1. If, and when an employee reaches this point in the progressive reprimand process, it is time for that employee to take a good look at their own behavior, actions, or work habits to determine how to improve themselves to meet the employer's standards. An employee who reaches this step will be notified by their immediate supervisor and their general supervisor that they are being placed on a "decision making leave". This may be for the remainder of a shift, or an entire shift. The decision making leave will be compensated by the use of vacation or compensable time. The next day, or on the employee's next scheduled shift, the employee will meet with the general supervisor prior to returning to work. The parties will go over the exact reasons for the pending suspension (and the length of that suspension), and the exact work rules that the employee is expected to abide by, if the employee decides to return.

2. If the employee agrees to return to work under the guidelines stipulated by the Employer, the employee shall be allowed to do so. If in the opinion of employee's supervisor, the incident is serious enough to warrant additional time off, or the employee does not agree to return to work under the conditions placed upon them by the Employer, the suspension as described earlier will be implemented (without pay from one (1) to three (3) days).

3. If an employee's decision making leave and subsequent suspension are overturned by an arbiter or the City Council or City Administrator, the time off taken for the decision making leave (comp time or vacation) will be credited back to the employee.

4. The decision making leave directly involves the employee in the process of discipline and correction, and treats them as the adult they are, and as they are expected to behave and abide by the working conditions set forth by the Employer. A copy of the decision making leave will be placed in the employee's personnel file and a copy will be given to the employee.

### **Section E. Fourth Step - Termination**

1. If an employee's actions have resulted in them being subjected to the three (3) previous steps within the agreed upon time frame, then the Employer shall notify the employee with a termination notice. A termination hearing will be scheduled in accordance with the City Charter. A copy of this notice shall be sent to the Union also.

2. A record of each offense will remain in an employee's personnel file for a period of three (3) years from the date it was issued.

3. All employees' personnel files will be expunged of any discipline actions or notices after three (3) years from the date the reprimand was placed in the employee's file.

### **Section F. Work Rules**

1. Doctor and dental appointments shall be made after working hours where it is possible.

2. Coffee breaks shall be taken at the nearest coffee shop to the work site and every effort shall be made not to have a number of employees at the same coffee shop.

3. Cooperation by the employees of the City is necessary for the performance of your duties. Failure to cooperate with fellow employees will be dealt with on the same basis as the above reprimands.

4. Public Works employees on loan to other City departments shall be required to follow the work rules of such other departments.

### **ARTICLE XXII: NON-DISCRIMINATION CLAUSE**

### **ARTICLE XXII. Non-Discrimination**

1. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, sexual preference, race, color, creed, disability, national origin, political affiliation, veterans status, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or any other basis prohibited by federal or state law, e.g., Americans with Disabilities Act.

2. The Union and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Union and the Employer agree that they have the obligation to consider accommodation requests from qualified ADA individuals and employees returning from Worker's Compensation injuries. The Employer agrees to maintain the policy of attempting to place employees who have incurred a work related disability in areas of work which would fit the employee's physical capabilities but not to create a job just to provide employment.

3. The Employer shall provide these reasonable accommodations in a fair and equitable manner. Should reasonable accommodation request(s) raise the question of waiving the collective bargaining agreement, the Employer and the Union shall follow the procedures in Section C.

### **Section B. Information**

Both parties recognize their responsibilities for confidentiality. The Union agrees to provide ADA information to any employee who requests a reasonable accommodation. Upon request from the Union, the Employer shall provide a report of reasonable accommodation requests.

### **Section C. Process**

1. Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Union representative and the employee shall be allowed a reasonable amount of time during working hours, without loss of pay, to discuss the request. The Employer shall review employee requests for accommodation considering ADA guidelines on equipment purchase or modification, accessibility improvement, and scheduling modifications and/or restructuring of current positions and duties allowable under the collective bargaining agreement, before considering or requesting waiver of the collective bargaining agreement.

2. If the Employer deems that the contract waiver is necessary, they shall contact the Union to convene a meet and

confer on the issue. At this meeting, the Employer shall inform the Union of the employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived, and the manner in which the Employer proposes to modify that article(s).

**ARTICLE XXIII: DURATION OF AGREEMENT**

Except as otherwise provided, this Agreement shall remain in full force and effect until December 31, 2020, unless either party hereto gives notice to the other party at least sixty (60) days prior to the expiration date of this Agreement of the desire to negotiate a new agreement.

CITY OF VIRGINIA

AMERICAN FEDERATION OF STATE COUNTY & MUNICIPAL  
EMPLOYEES (AFL-CIO), LOCAL UNION 454

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Labor Representative

## APPENDIX A: SALARY AND CLASSIFICATION SCHEDULE

### AFSCME WAGE SCALE 01/01/2024~~21~~ - 12/31/2026~~23~~

DEPARTMENT/POSITION	<del>23.00%</del> 1/1/2024 <del>1</del>	3.500% 1/1/2025 <del>2</del>	<del>5.003.00%</del> 1/1/2026 <del>3</del>
<b>SHOP</b>			
Mechanic	\$29.62	\$30.51	\$31.42
Lead Mechanic	\$31.68	\$32.63	\$33.61
<b>HEAVY EQUIPMENT OPERATORS (Class A License)</b>			
Loaders, Excavators, Rubber Tired Backhoe, Bucket Truck, Polecat Truck, Sanding Truck, Sidewalk Plow - Blower, Bobcat, Low Boy Tractor Trailer, Snow Blower Loader, Grader, Tracked Cats	\$28.38	\$29.23	\$30.11
<b>HEAVY EQUIPMENT OPERATORS (Class B License)</b>			
Garbage Truck - Automated, Flusher, Tandem Truck, Recycle Truck	\$27.86	\$28.70	\$29.56
<b>TRUCK DRIVERS</b>	\$27.06	\$27.87	\$28.71
<b>REPAIR CREW</b>			
Repair	\$27.40	\$28.22	\$29.07
Painting (Signs & Streets)	\$27.73	\$28.56	\$29.42
Repair Crew Foreman	\$28.64	\$29.50	\$30.38
<b>SEWERS</b>			
Sewer Maintenance Operator	\$28.64	\$29.50	\$30.38
Sewer Vactor Operator	\$28.64	\$29.50	\$30.38

**BUILDING MAINTENANCE**

Janitor/Building Maintenance	\$27.06	\$27.87	\$28.71
Building Maintenance/Repair Foreman - Public Works	\$30.70	\$31.63	\$32.57
Building Maintenance/Repair Foreman - MECC	\$30.70	\$31.63	\$32.57

**ADMINISTRATIVE**

Receptionist	\$24.60	\$25.34	\$26.10
Administrative Clerks	\$26.70	\$27.51	\$28.33
Administrative Assistant City Hall, Police, P&R, Public Works	\$27.58	\$28.40	\$29.25

**ADMINISTRATIVE (continued)**

IT & Network Specialist I	\$27.58	\$28.40	\$29.25
IT & Network Specialist II	\$29.97	\$30.87	\$31.79
IT & Network Specialist III	\$31.14	\$32.07	\$33.04
Program Assistant/IT Specialist - Fire	\$30.47	\$31.38	\$32.32

**FINANCE**

Accounting Clerk I	\$27.97	\$28.81	\$29.67
Accounting Clerk II	\$31.27	\$32.21	\$33.18
Accounting Clerk III	\$33.62	\$34.63	\$35.67
Accounting Clerk With Payroll	\$33.62	\$34.63	\$35.67

**PARKING**

Parking Meter Monitor	\$24.06	\$24.78	\$25.52
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**COMMUNITY DEVELOPMENT**

Blight Officer	\$27.40	\$28.22	\$29.07
Senior Administrative Coordinator	\$30.27	\$31.18	\$32.11
Engineering Technician	\$31.17	\$32.11	\$33.07
Construction Codes Inspector	\$33.94	\$34.96	\$36.01
Lead Engineer	\$35.31	\$36.37	\$37.46
Community Development Planner	\$35.31	\$36.37	\$37.46

**VIRGINIA RECREATION DEPARTMENT**

Part-time Seasonal Maintenance	\$22.01	\$22.67	\$23.35
Arena Maint. & Ice Plant Mgr –Summer Wage	\$27.40	\$28.22	\$29.07
Custodian-Ice Plant Maintenance	\$27.97	\$28.81	\$29.67
Arena Maint. & Ice Plant Mgr – Winter Wage	\$27.97	\$28.81	\$29.67
Custodial Maintenance Supervisor	\$28.64	\$29.50	\$30.38
Utilityworker	\$27.40	\$28.22	\$29.07

**VIRGINIA PARK DEPARTMENT**



Utilityworker	\$27.40	\$28.22	\$29.07
Greenkeeper	\$28.64	\$29.50	\$30.38
Florist	\$29.97	\$30.87	\$31.79
Utilityworker/Working Foreman	\$28.64	\$29.50	\$30.38
VIRGINIA PUBLIC LIBRARY			
Library Clerk	\$26.29	\$27.08	\$27.89
Maintenance	\$27.06	\$27.87	\$28.71
Library Clerk Media	\$29.12	\$29.99	\$30.89
Library Associate	\$31.54	\$32.49	\$33.46
GENERAL UTILITY & REPAIR			
	\$27.05	\$27.86	\$28.70
SKILLED LABOR			
	\$24.44	\$25.17	\$25.92
LABORERS(Common)			
	\$15.69	\$16.16	\$16.64
STUDENT LABOR			
	\$14.37	\$14.80	\$15.24

All new employees will start at a rate that is equal to 10% less than the contract rate of pay for the position filled for the first six (6) months of their employment. After the six (6) month period, the employee shall be paid at the full contract rate of pay for the position they are assigned.

## **APPENDIX B: CITY OF VIRGINIA RETURN TO WORK POLICY**

It shall be the Policy of the City of Virginia to treat each employee consistently when dealing with a "return to work" from illness or injury. This Policy will be subject to all applicable laws pertaining to The Americans with Disabilities Act (ADA). The principle and philosophy of the Policy shall be to allow an employee for a return to work from an extended illness or injury, when the employee is capable of providing meaningful work which is readily available and where the City can reasonably accommodate, without putting the employee or City at risk or burdening fellow employees with the accommodation(s).

The first option will be to return the employee to their posted position with or without reasonable accommodation(s) that may be necessitated by a medical/physical restriction of the employee. In the event an employee has medical/physical restrictions upon their return to work, the City retains the right to request a medical examination or occupational assessment, at the expense of the City, to fully determine the extent of the restriction(s) and to assist in determining the appropriate accommodation(s).

The second option will be to allow for a return to work in an alternate assignment, when and where meaningful work is available that the employee can readily perform with limited accommodation(s). Such work assignment(s) cannot infringe on the regular duties of other bargaining unit employees, and cannot be used to replace or displace bargaining unit employees. Again, where the employee has medical/physical restrictions, the City can request a medical examination or occupational assessment, at the expense of the City. Placement in an alternate work assignment shall be for a maximum of fifteen (15) regular shifts wherein an evaluation, based on new information attained from medical or occupational reevaluation or reasonable accommodation, of the placement shall be reviewed. In the event of disagreement over available work, the Union may present their position to the Personnel Committee of the City for consideration.

The City, in considering a return to work placement with restriction(s) back into the employee's posted position, or in an alternate work assignment, shall notify the Union Exclusive Representative and/or President of the placement and the Union shall have the opportunity to meet with the City and the employee to discuss the return to work placement that involves accommodation(s). This will ensure the consistent handling of the procedure and opportunities for all bargaining unit employees.

This policy may not be used or interpreted to contradict language in the AFSCME Local 454 Labor Agreement covering employees while on short and long term disability and does not create a "light duty" situation. This Policy shall govern over employees returning from worker's compensation injuries, return after a long term disability and extended illness or medical leave of absence.

The parties to this Agreement, (i.e., the City of Virginia and AFSCME Local 454), agree to the terms and conditions of this

Policy, as indicated by their signatures hereto affixed, effective on the date of ratification.

ACCEPTED BY PARTIES: 12/28/99

### **APPENDIX C: Team Leader and Team Coordinator**

Per previous Memorandums of Understanding negotiated in 2003 and 2004, the Employer and the Union have agreed to the establishment of the positions of "Team Leader" and "Team Coordinator." Regarding those positions, the Employer and the Union Agree:

- The duties and responsibilities of these positions are enumerated in the job descriptions of the "Team Leader" and "Team Coordinator" as they exist in the various departments.
- When vacant, the position of Team Lead and Team Coordinator shall be posted and filled per the collective bargaining agreement.
- An employee may work a maximum of two consecutive years as a Team Leader before the position is reposted. After reposting, a person who served as Team Leader in the previous term may not take the position again unless there are no other volunteer. If no volunteers/applicants come forward for team leader, the position will be appointed by Management.
- If no team leader is scheduled to work, the hours and duties will be assigned to the senior qualified employee on shift
- Each Team Leader shall receive one-half (1/2) hour of overtime five (5) days per week [a total of two and one half (2-1/2) hours per week] to accommodate completion of the additional duties associated with the Team Leader position. Overtime shall be at 1-1/2 times the employee's regular hourly rate of pay.
- The Team Coordinator will be paid his/her assigned rate of pay plus \$2.00 per hour and allowed one (1) hour of overtime per day, five (5) days a week. The Team Coordinator will be included in the on-call rotation with the Team Leaders.
- The "on-call" after hours and weekend duties shall be shared equally between the Team Leaders and the Team Coordinator(s) with a schedule to be provided to the City Department Director. For these additional responsibilities, the "on-call" team leader shall receive a total of eight and one half (8-1/2) hours at 1-1/2 times their regular hourly rate of pay for each seven-day period they are on call, in addition to the two and one half (2-1/2) hours of overtime above (for a total of eleven (11) hours overtime). In the event of an actual callout, they shall be covered by the labor agreement dealing with callout pay.
- The City may remove an employee from the team leader position by Council action through the City Department Director. Such action shall not be considered disciplinary and not subject to the grievance process. If an employee group at Public Works has problems with a team leader, that shall be

communicated through the Union President or the Exclusive Representative, and they will inform the City Department Director of the situation and required action.

- Additional duties for team leaders include participation in bio-solid authority, area transportation partnership (including administering grants), dial-a-ride (including oversight of contractor), mineview (fielding calls and working with Chamber of Commerce), and solid waste (including developing process/procedure, coordinating billing, maintaining records), sanitary sewer distribution and collection (callouts), etc.
- The parties agree to meet and discuss any issues that may arise regarding team leaders upon written request by either party. Said request shall clearly identify the issue to allow for proper preparation at the meeting.

**AGREEMENT**

**Between**

**THE CITY OF VIRGINIA, MINNESOTA**

**And**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**LOCAL UNION NO. 454**

**JANUARY 1, 2024 - DECEMBER 31, 2026**



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# **AGREEMENT**

This Agreement, dated the January 1, 2024, entered into by and between the City of Virginia, hereinafter referred to as the EMPLOYER, and Local 454 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the UNION.

## **ARTICLE I: PURPOSE OF AGREEMENT**

### **Section A. Basic Agreement**

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

### **Section B. Sole Procedure**

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

## **ARTICLE II: GENDER**

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall be construed to include the plural in all situations where they would so apply; and wherever any words are used in the plural, they shall also be construed to include the singular.

## **ARTICLE III: DEFINITION OF REGULAR EMPLOYEE**

The term "regular employee," as used in this Agreement, shall mean any employee who has been employed by the City of Virginia or appointed to work for the City of Virginia by an authorized supervisor or department head in one of the following exclusive departments: Public Works (includes Sewer Crew, Engineering, Parks and Recreation, Miners Memorial Building/MECC, Green House & City Hall), Library, and Parking Meter Monitor; and whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and more than sixty-seven (67) work days per year, excluding Supervisory, Confidential, temporary, casual, and Pages in the Library.

## **ARTICLE IV: RECOGNITION**

The Employer hereby recognizes Local Union 454, American Federation of State, County and Municipal Employees, as the exclusive representative for collective bargaining purposes of the employees of the City of Virginia, Minnesota, in the unit described as follows: "All employees of the City of Virginia who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding essential, supervisory, and confidential employees, and all employees of the Department of Public Utilities.

## **ARTICLE V: RESPONSIBILITIES OF PARTIES**

### **Section A. Acknowledgement**

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement.



### **Section B. Employer**

The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

### **Section C. Union**

The Union, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

### **Section D. Additional Responsibilities**

In addition to the responsibilities, which may be provided elsewhere in this Agreement, the following shall be observed:

1. The applicable procedure of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.
2. There shall be no interference with the rights of employees to become or continue as members of the Union.
3. There shall be no interference with the rights of employees who wish to pay fair share.

## **ARTICLE VI: PAYMENT OF DUES**

### **Section A. Written Notice**

Upon receipt of written notice from an employee to deduct from their salary the monthly Union dues, the Employer agrees to make such payroll deductions and to remit it to the Financial Secretary of the Union.

### **Section B. Hold Harmless**

The Union hereby warrants and covenants that it will defend, indemnify, and save the Employer harmless from any and all actions, suits, claims, damages, judgments and executions or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the deduction of any Union dues or fair share fee.

### **Section C. PEOPLE Deduction**

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Section B Hold Harmless language will apply.

## **ARTICLE VII: HOURS OF WORK**

### **Section A. All Units except Library**

The basic work week shall consist of five (5) consecutive days of eight (8) hours each, or forty (40) hours per week, except that a special forty (40) hour work week schedule will be arranged for employees in the Garbage Department. Employees who are called out to work, or who continue to work after their regular scheduled shift, and who work continuously until past midnight, shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate for all hours worked. Regularly scheduled hours will be paid at straight time rates.

Hours available for part-time employees shall be scheduled by seniority.



## **Section B. Library Employees**

1. The normal workweek shall consist of five (5) days of eight (8) hours each, scheduled between Monday and Saturday. In the event the needs of the Library require split shifts, employees shall be assigned to such split shifts by mutual consent. In the event no employee agrees to such split shift assignments, the Employer shall have the right to assign the least-senior, qualified employee to the split shift assignment.

2. Library employees shall be entitled to a one (1) hour unpaid lunch period which shall be scheduled in shifts so that continuous service may be provided to the public.

## **Section C. Public Works/Park & Rec**

Employees may request, at the beginning of their shift, to forego the unpaid 30 minute lunch break with a paid twenty-minute lunch, and with approval of their immediate supervisor, their hours of work shall be adjusted accordingly. Employees shall be required to remain on the job under this arrangement. If the job assigned requires the employee to work through their lunch period, no additional compensation is allotted. Employees who work an eight and one-half (8-1/2) hour day shall be entitled to a "duty free" 30-minute lunch break during the middle of their shift. Rest periods shall be fifteen (15) minutes in each four (4) hours of the shift.

## **Section D. City Hall**

Employees at City Hall shall work an eight (8) hour day with a one-half (1/2) hour unpaid lunch break (total 8-1/2 hours), Monday through Friday. Employees shall be entitled to one (1) paid 15 minute break during each half of the eight (8) hour shift. Employees in the Clerk's office shall be scheduled to provide coverage for the office during the hours of 8:00 a.m. and 4:30 p.m. Other City Hall employees shall be scheduled by their department heads under the same conditions described above, the hours of work as best serves the needs of the department and the City. By mutual agreement between the employer and an employee, employees may be allowed to utilize their break time to extend their meal period without lengthening their work day. Such changes must be made as a written request and approved by the immediate supervisor. In the event that an employee proposes an alternative break and meal schedule that impacts other employees, the employer shall provide notice of the proposed schedule to all impacted. Employees shall have the option of extending their regularly scheduled work day (8:00 A.M. to 4:30 P.M.) by fifteen (15) minutes on either side of the shift to allow for an unpaid forty-five (45) minute lunch break. Employees cannot skip rest breaks provided for in the Agreement to shorten their regularly scheduled work day, nor will the additional fifteen (15) minutes allow for shortening the regular work day as defined above. Once an employee has altered their existing work hours as described above, those new hours shall become the regular set of hours and shall be treated as such for purposes of reporting to/and leaving work. Violation of the hours of work is subject to the discipline process as per the Agreement.

## **Section E. Casuals or Volunteers**

There shall be no reduction of hours to current bargaining unit members as a result of the use of casual or volunteer employees. If the Employer decides to initiate a volunteer program, the Employer will first meet and confer with the bargaining unit to discuss the utilization and implementation of the volunteers.

## **Section F. Additional Position**

When an employee in any department, except the Library, has been assigned to the same higher paid classification for fifty percent (50%) of his time in any calendar year, an additional position shall be added to such higher paid classification commencing the next fiscal year and shall be posted in the manner provided for in Article XI, Section I.

## **Section G. Overtime Distribution**

Overtime shall be distributed equally within the classification that it occurs.

1. Overtime for Golf Course full-time personnel shall be distributed to Golf Course employees on an equal basis. Overtime for full-time Park and Miners Memorial Building/MECC personnel shall be distributed equally among Park and Miners Memorial Building/MECC employees respectively. In either case, if Golf Course, Parks, or Miners Memorial Building/MECC needs additional employees, such overtime shall be distributed to all employees on an equal basis.

2. Overtime for the Public Works Department will be assigned as follows:
  - a. The overtime groups within the department for the purposes of tracking hours will be Heavy Equipment Operator, Repair, Sewer, and Mechanics.
  - b. Sewer overtime will be offered to Sewer Crew employees first, then to Repair, before being offered to the remaining employees of the department.
  - c. Call out for sanding shall be offered first to HEO, second to Repair, third to Mechanics, fourth to Sewer, and finally to all other qualified employees.
  - d. Heavy Equipment operators assigned to operate the automated garbage trucks on Friday of each week will have the first opportunity for Saturday overtime.
  - e. Employees assigned to operate recycling equipment will have the first opportunity for overtime in recycling. If no one accepts the overtime, the junior employee in this classification will be assigned to the Saturday overtime routes.
  - f. All other overtime will be distributed equally, first within the classification amongst which it occurs and then amongst the remaining members.
  - g. In order to be offered overtime, an employee must be trained.
  
3. Overtime for Library full-time personnel shall be distributed to Library employees on an equal basis. If no one accepts the overtime, the junior employee in this classification will be assigned to the overtime shift.

## **ARTICLE VIII: WAGES**

### **Section A. Rates of Pay**

The Wage and Salary Schedule agreed to shall be incorporated into this Agreement as Appendix "A".

Upon ratification, a 1% stipend shall be paid to all employees covered under this agreement based on their hired hours of work and their 2024 wage rate.

### **Section B. Pay Upgrades**

1. An additional \$1.00 per hour shall be paid to an employee who is designated to Weld, Finish Cement, Perform Carpenter Work, Operate the Snow Blower Loader, Perform Jack Hammer Work, Operate a Chainsaw, or Operate a Grader Plowing Snow.
  
2. The operation of sewer equipment (Vactor, Cable Machine, Rodder & Steamer) and the employees involved in performing sewer-related work shall be compensated at the same rate of pay as regular sewer crew employees.
  
3. Employees operating small tractors while plowing snow shall receive heavy equipment pay during that time. Operators of the John Deere, Allis Tractor, and Bombardier shall be paid heavy equipment rate on all snow removal operations. Truck drivers shall receive heavy equipment rate when pulling the low-boy. All tandem trucks are to be rated as heavy equipment.

### **Section C. Overtime or Comp Time**

1. Any work required in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half (1-1/2) the employee's hourly rate of pay; or the employee shall have the option of receiving compensatory time off at time and one-half (1-1/2) hours for each overtime hour worked. Employees may accumulate to a maximum of 240 hours per year in compensatory time off (160 hours straight time). Employees may request a buy-out for their accumulated compensatory time twice a year, during the months of June and December. If the employee requests the buy-out prior to the calculation of payroll, which is done on Monday, the employee would be allowed the buy-out, with

payment to be made on the regular payroll check.

2. To utilize compensatory time off, an employee must make a verbal request to their immediate supervisor in advance of the day requested off. Approval of the request will be subject to staffing requirements and at the discretion of the immediate supervisor.

#### **Section D. Call Out**

1. An employee reporting for work on a call-out after their regular shift or on their day off or reporting on a regular work day for which they are not assigned to work shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) rates. An employee cannot be charged with a refusal on the overtime hours list for a call-out on a weekend if the employee is on vacation or comp time their last scheduled shift prior to the weekend, or the first shift after the weekend.

#### **2. NON-EMERGENCY OVERTIME CALL-OUT PROTOCOL FOR PUBLIC WORKS EMPLOYEES:**

- a. To be eligible for any non-emergency overtime call-outs, an employee must work the first half of their regularly scheduled shift. If an employee takes more than one-half of their regularly scheduled shifts for the purpose of vacation, compensatory time off, or personal leave, they shall be considered unavailable for any and all overtime call-outs until the start of their next regularly scheduled shift.
- b. If that next scheduled shift will have an early start, said employee would be notified of that change and allowed to report at the earlier time.
- c. To be consistent, there will be no exceptions to the above written protocol. Emergency situations will be handled as such and all employees needed will be contacted. For purposes of clarification, an "Emergency" shall be defined as: "A situation that occurs either as a result of Mother Nature, an act of God, or a situation that places the safety and well-being of the community in imminent danger. A state of emergency can be declared by Federal, State or local officials who have the authority by law to do so".

#### **Section E. After Hours Calls**

An employee who is assigned the position of "Building Maintenance Repair", "Blight Officer", IT positions, and Public Safety positions shall be entitled to thirty (30) minutes of pay for each work related after hours phone call made or received at the employee's residence. The pay shall be at time and one-half (1½) and may be taken as pay or as compensatory time, at the employee's option. The employee shall document each call and submit documentation to their immediate supervisor each pay period. Calls made or received prior to/after the hours of 7:00 AM – 3:30 PM shall be compensated as described above. The above language covers phone calls without a call-out (30 minute overtime). Phone calls, which lead to an actual call out, will receive the two-(2) hour overtime minimum, but in no instance will the employee receive both.

#### **Section F. On-Call Employees**

Employees who are assigned to be "on call" will receive one (1) hour per day at time and one-half (1-1/2) for the period Monday through Friday inclusive and an additional four (4) hours at time and one-half (1-1/2) for the weekend (Saturday and Sunday). Employees must be able to respond in a timely manner. If on-call employees must respond to a call out, they will be entitled to the two (2) hour callout in Section D of this Article.

#### **Section G. Working in Other Classification**

1. If an employee of any department is assigned to a higher classification at the beginning of a shift, they shall receive the higher rate of pay during the entire shift, even though they may be re-assigned to a lower classification at some point during the shift. However, if an employee of any department is assigned to their regular classification at the start of their

shift, and at some point during said shift is re-assigned to a higher classification, they shall be paid the higher rate only for those hours worked in the higher classification. When an employee is temporarily assigned to a lower classification, they shall continue to receive their regular rate of pay.

2. Due to the nature of work required at the Library, any Library employee assigned to work in a higher paid classification for a minimum of two (2) hours shall be paid a premium of an additional \$1.00 per hour for all hours worked in the higher classification. The intent is to compensate employees who are assigned to take on the work of a library associate classification who may be absent for any reason for a minimum of two (2) hours. Such work should not be part of the normal job of the person receiving the premium pay.

### **Section H. Pay Equity**

The Union and the Employer agree to a ten percent (10%) corridor. It is further agreed that longevity shall not be included in the pay equity plan computations for this bargaining unit. Should conditions occur, which result in the compensation for any job classification included in this bargaining unit to surpass the ten percent (10%) corridor, the parties agree to meet and confer on the situation and to try to resolve the situation so the classification is within the ten percent (10%) corridor. If the parties are unable to reach a compromise, either party may petition the Commissioner of the Bureau of Mediation Services and request a list of arbiters from the commissioner. The process for selection of an arbiter to hear the issue will be determined as outlined in the grievance section of this Agreement.

The aforesaid provision is effective during the entire term of the contract and shall not affect negotiations or agreements subsequent hereto.

### **Section I. Longevity**

Longevity shall be:

- 2% after 7 years
- 4% after 13 years
- 6% after 18 years
- 8% after 23 years

Any employee hired on or after January 1, 2007 is not eligible for longevity.

### **Section J. Shift Differential**

1. There shall be a shift differential pay of \$.50 per hour for any shifts or work that begins after 1:00 p.m., and \$.75 per hour for any shift or work that begins after 10:00 p.m. , after the schedule change becomes effective.
2. Library employees shall receive \$.20 per hour shift differential pay for any hours of work performed outside of the regularly scheduled hours of the Library, 7:00 a.m. to 8:00 p.m.
3. There shall be a premium of \$1.00 per hour for all hours worked on a Saturday or Sunday. This weekend premium shall be in addition to any shift differential pay provided for in Section J (1) above.

### **Section K. Deferred Compensation**

1. For the purposes of the City of Virginia 457 Retirement Plan, compensation will be calculated on annual base wage only, paid on a monthly basis. The Employer shall make a non- elective contribution to each eligible, qualified employee as defined by the 457 plan. New hires are not eligible while on probation. Once qualified, payments from the Employer shall be retro to date of hire.
2. If an employee wishes to participate in a 457 Deferred Compensation Plan, they may do so at any

amount. The City will make a 1% non-elective matching contribution into each employee's deferred compensation plan as defined by State Statute 356.24, without any Employee contribution required. If the employee contributes one percent (1%) of annual base salary or more, into the employee's deferred compensation plan of choice. The employer contribution shall be calculated as prescribed in Section K Paragraph 1, in the percentages as follows:

- For contract years 2021 and 2022 the maximum contribution by the City shall not exceed 3% (three percent).
- Commencing January 1, 2023, if an employee contributes 2.5% (two and one-half percent) or more of their base salary, the maximum employer contribution shall be increased to 3.5% (three and one-half percent).

Effective 1/1/2026, the contributions shall be changed to:  
In addition to the one percent (1%) City contribution listed above:

If the Employee contributes 1%, the Employer contributes 1%

If the Employee contributes 2%, the Employer contributes 2%

If the Employee contributes 3%, the Employer contributes 3%

After five years of service, elective contribution increases:

If the employee contributes 4%, the Employer contributes 5%

After nine years of service, elective contribution increases:

If the Employee contributes 6%, the Employer contributes 7%

## **Section L. City Vehicles**

City vehicles are assigned to be used for City business only. If the City discontinues the City vehicle, Employees will be reimbursed at the Federal Mileage rate for use of their own car.

## **Section M. Appeal of Position and/or Pay**

1. Employees shall be afforded the right to request an appeal of their position and subsequent pay by submitting a request for re-evaluation between January 1 and January 15 of each year. Request shall be submitted to the City Department Director with copy to the Union Exclusive Representative.
2. Upon receipt of written request, the City shall notify the Position Review Committee, which shall consist of three (3) management personnel and three (3) Union personnel, who shall meet within thirty (30) days to review all requests submitted.
3. The committee shall have the authority to call witnesses to testify about the position(s) under consideration, review any and all pertinent documentation, review current job descriptions, and ultimately determine the validity of the request(s).
4. All decisions shall be made by consensus, and will be forwarded to the AFSCME Exclusive Representative and the City Department Director for final negotiations of appropriate compensation adjustment.
5. All evaluations shall be completed by March 15th, and if any change results in the rating and pay grade, they shall be effective March 15th.
6. Both the exclusive representative and the City Council shall receive copies of the original evaluation requests, as well as copies of the final results.
7. Both parties shall seek final approval from the City Council and a memo of understanding shall be drafted identifying any and all changes in job descriptions and pay.



8. Changes in the rate of pay shall become effective only after ratification by each party, but in all cases shall be retroactive to March 15th of the current year.

9. For a position, which necessitates an evaluation after the February 1 cutoff date, approval of the Union and City Department Director shall be required, and that decision, as well as the decision of the Position Review Committee shall not be a grievable offense.

10. Following a position review as provided for in this section, an employee is not eligible to request a subsequent review of the same position for a period of 3 (three) years.

## **ARTICLE IX: HOLIDAY PROVISIONS**

### **Section A. Holiday Pay**

The following days shall be paid holidays for all regular employees and all regular employees will receive a regular day's pay on the below listed holidays:

New Year's Day	Martin Luther King Day	Presidents Day
Good Friday	Memorial Day	Fourth of July
Labor Day	Veterans Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Eve	Christmas Day
New Year's Eve	Juneteenth	

### **Section B. Work Performed on a Holiday**

Employees who work on any paid holiday in Section A. shall receive pay or compensation time at one and one-half (1 ½) times their regular straight time hourly rate of pay for all such hours worked in addition to the holiday pay.

### **Section C. Part-Time/Half-Time Employees Holiday Pay**

Employees working half time or more, but less than full time, shall receive holiday pay on a pro rata basis.

### **Section D. Personal Leave Days**

Two personal leave days annually are paid at straight time rates. Personal leave days may not be carried over beyond the calendar year if employee is on STD or LTD.

### **Section E. Holidays on a Saturday/Sunday**

1. When a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed on the following Monday.

2. If holiday falls on a Saturday or Sunday but is observed on a Friday or Monday as per Article IX, Section E, an employee required to work or called out to work on a Saturday or Sunday upon which the holiday falls will receive double time and one half pay for all hours worked on that Saturday or Sunday.

3. In the case where two consecutive holidays may fall on a Friday and Saturday or a Sunday and Monday, the observation of the holidays will be observed on the preceding Friday or Monday following the holiday.

### Section F.

For actual or observed holidays listed above that fall on a day when an employee is not scheduled to work, the employee shall be afforded the opportunity to take another day off with pay (at their regularly scheduled hours of work and their regular rate of pay) or compensated at straight time rates for the number of holiday hours paid to all employees scheduled



to work during the pay period in which the holiday occurs. Holiday hours paid to an employee not scheduled shall not count as hours worked for the purposes of computing overtime.

## ARTICLE X: VACATIONS

### Section A. Eligibility

1. All full-time employees shall receive the following:

<u>Weeks of Vacation With Pay</u>	<u>Years of Continuous Service</u>	<u>Accumulation Rate per pay period (26 per yr.)</u>
Two (2)	One (1)	3.08 hours
Three (3)	Five (5)	4.62 hours
Four (4)	Ten (10)	6.15 hours
Five (5)	Fifteen (15)	7.69 hours
Six (6)	Twenty (20)	9.23 hours

2. Employees who have completed twenty years of service shall be credited with One (1) additional vacation day for each additional year of service after twenty (20) years.

3. Employees working half time or more, but less than full time, shall receive vacation benefits on a pro rata basis.

4. In determining length of continuous service, no deduction shall be made for sickness, military service, or leaves of absence of thirty (30) days or less. Employees shall be allowed to accumulate unused vacation for a period of two (2) years. An employee's vacation pay shall be computed on a basis of their average rate of pay, excluding overtime, during the month immediately preceding the taking of their vacation where one (1) week or more of vacation is taken at one time; and where less than one (1) week of vacation is taken, the same shall be computed on the base pay, excluding overtime, of their regular classification.

5. While an employee is out on vacation, they may not change their day off from a vacation day to a sick day unless there is an absolute medical emergency in which they may eventually qualify for Short Term Disability. The changing of a planned vacation day to a sick day would have to be approved by the City HR department.

6. With planned time off and notice given in advance, employees can use hour increments for vacation. Last minute requests would be at the discretion of the Supervisor and employees may have to use four (4) hour increments.

### Section B. Scheduling

1. For all employees, from January 1 to February 1, employees shall submit their vacation requests in writing to their department head.

2. Department Heads shall post the vacation schedule for their department, no later than March 1, each year.

3. In determining vacation schedules, the wishes of the employee will be respected as to the time of the vacation, insofar as the needs of service will permit, it being understood that the rights of the senior employees will prevail in selection of vacation time when agreement cannot be reached among employees, but employees must indicate their desire no later than February 1st of each calendar year.

4. Once the vacation schedule has been posted (March 1), any request for vacation will be considered on a first come, first served basis.

first serve basis.

5. Any requests submitted the same workday for the same day off, will be determined by seniority.
6. Employees who fail to submit any vacation requests shall have their vacation time assigned by the department head.

### **Section C. Change in Schedule**

Each employee shall be allowed their vacation pay prior to the schedule of the vacation period providing they give a written request to the payroll department one (1) week prior to such vacation schedule and providing further that such vacation pay and request shall not be granted with intervals of less than two (2) weeks of vacation schedule.

## **ARTICLE XI: SICK LEAVE**

### **Section A. Accumulation**

All regular full-time employees shall accumulate sick leave at a rate of two and one-half (2 ½) = days per month. Sick leave may be used as it is accrued for the purposes identified in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023), and under the provisions as set forth in those statutes. The maximum accumulation of sick leave for regular full-time employees will be thirty (30) days. Any regular employee who works less than full-time shall earn one (1) hour of sick leave for every 30 hours worked, to a maximum of 48 hours per year, and to a maximum accumulation of 80 hours at any time. Employees working half-time or more, but less than full-time, shall receive sick leave benefits on a pro-rata basis. As per MN Statute 181.9447, Subd. 3, the employer may, after three (3) consecutive days of sick leave use, require evidence in the form of a certificate from the physician or otherwise, require documentation as defined in Minn. Stat. 181.9447, subd. 3 of the reason for any employee's absence during the time for which sick leave is granted.

### **Section B. Short & Long Term Disability**

The Employer agrees to provide short and long term disability insurance for all employees. The employee must have all required short term disability paperwork completed and turned in to the Human Resources Department in order to utilize this benefit. Failure to complete the necessary paperwork by employee will result in City utilizing employee sick leave until such requirements are fulfilled. Short term shall commence on the fifteenth (15<sup>th</sup>) day of any injury or illness and shall pay 100% of the employee's regular wage and shall continue for ninety (90) calendar days, at which point the employee shall convert to long term disability. Long term disability shall pay 66-2/3% of the employee's monthly earnings and shall continue until age 65. Short-term disability shall be verified by the employee's attending physician and employees shall not be required to work in a light duty capacity.

The Employer shall continue to provide hospital/medical insurance, dental, and life insurance for any employee who has qualified for and is receiving long term disability insurance benefits from the Employer's Insurance carrier under the same terms and conditions as regular active employees, for the term of this Agreement.

The employee shall provide payment for their portion of the medical, dental and life insurance premiums by the first of each month they are receiving long term disability benefits.

### **Section C. Continuing Accruals**

An employee shall continue to earn sick leave days when he is out of work due to a compensable injury under the Workmen's Compensation Act, provided that such injury occurs during his employment with the Employer. An employee who is out on short term or long term disability shall accrue vacation and sick leave benefits at 100% of the regular employee accrual rates for the duration of their absence while on STD or LTD, and will not be entitled to premium pay or any other bonus or entitlement pay during their absence.

**Section D. Sick Leave for Family Members**

1. An employee may use his/her accumulated sick leave for his/her family. Family Member is defined in Statute 181.9445 to mean: An employee's: child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis; spouse or registered domestic partner; sibling, stepsibling, or foster sibling; biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child; grandchild, foster grandchild, or step grandchild; grandparent or step grandparent; a child of a sibling of the employee; a sibling of the parents of the employee; or a child-in-law or sibling-in-law; and/or any of the family members listed previously of a spouse or registered domestic partner; and/or any other individual related by blood or whose close association with the employee is the equivalent of a family relationship;) which requires his/her care and attendance.
2. An employee may also designate up to one individual annually to utilize their sick leave benefits to care for said individual. Employees must notify the Human Resources Department of their designation.
3. Employees may also use paid sick leave as per MN statute 181.9447. Family and Medical Leave Act, the Employer agrees to extend all rights granted under Federal or State Statutes regarding family or medical leave.

**Section E. Sick Leave Bonus**

1. Effective November 1, 1994, employees will be eligible for a sick leave bonus based on the following basis:

8.0 hours per year or less of used sick leave	- 5 days of pay
8.1 hours per year to 16.0 hours per year used sick leave	- 4 days of pay
16.1 hours per year to 24.0 hours per year used sick leave	- 3 days of pay
24.1 hours per year to 32.0 hours per year used sick leave	- 2 days of pay
32.1 hours per year to 40.0 hours per year used sick leave	- 1 day of pay
40.1 hours per year used sick leave	- 0 days of pay
2. Employees who suffer a workmen's comp related injury while employed by the Employer shall have the option of utilizing one third (1/3) day of sick leave, or no sick leave to remain qualified for the sick leave bonus. It would exclude employees who request and are granted a leave of absence exceeding five (5) days.
3. The sick leave bonus will coincide with the calendar year. The sick leave bonus check will then be issued the first pay period of January on a separate check.

**Section F. Pro-Rata Sick Leave Bonus**

1. Any bargaining unit member who retires from the Employer and meets the retirement qualifications in Article XX Section B-1 or any member who passes away while an active employee of the Employer shall be entitled to a pro-rata sick leave bonus payment.

The pro-rata bonus shall be calculated as follows:

Date of Retirement or Death	Hours of Sick Leave Used	Divided by Number of months worked 12	Equals	Eligible for (hours)	Hourly Rate of Pay	Times Number of months worked 12	Equals Pro-Rata Payment
			Proportional Hours				
			8 or less	40			
			8.1 – 16	32			
			16.1 – 24	24			
			24.1 – 32	16			
			32.1 – 40	8			
			40.1 or more	0			

EXAMPLES							
Date of Retirement or Death	Hours of Sick Leave Used	Divided by # of months worked in Calendar Year	Equals Proportional Hours	Eligible for (hours)	Hourly Rate of Pay	Times Number of months worked/12	PRO RATA PAYMENT
Oct. 31	0	/ 10/12	0	40	X \$15.00	X 10/12	= \$500
Apr. 15	8	/ 4.5/12	21.3	24	X \$18.00	X 4.5/12	= \$162
June 30	16	/ 6/12	32	16	X \$20.00	X 6/12	= \$160
Dec. 1	32	/ 11/12	34.9	8	X \$15.00	X 11/12	= \$110

2. The bonus payment shall be calculated and explained to the retiree prior to the issuance of the check, and in the event of the death of an active employee, the calculation formula shall be included with the payment to the beneficiary.

**Section G. Sick Leave – HCSP:**

1. Employees with a minimum of ten (10) years of service with the Employer, who retire and are immediately eligible for PERA pension and/or PERA disability benefits, who resign/quit because of disability, or who are laid off from employment and not re-called, shall have the balance of their accumulated, unused sick leave hours transferred into their Post-Retirement Health Care Savings Plan account. Sick leave hours will not be paid out to employees who are terminated for cause.

2. Employees who voluntarily quit employment with the Employer or are terminated for cause are not entitled to any payment of sick leave bonus. Employees who separate employment under a disability arrangement are also not eligible for a sick leave bonus payment.

**ARTICLE XII: SENIORITY**

**Section A. Staffing Level**

The Employer shall have the right to determine the number of full and half-time regular employees and temporary, casual or seasonal employees.

**Section B. Probation**

All new regular employees shall be on probation for a period of six (6) months, at the end of which period they shall be entitled to seniority from their first day of employment. The standing is to be determined on the basis of total length of continuous employment with the Employer, not to include overtime hours, in a bargaining unit position. Accreted employees shall be credited with total hours of employment. For employees hired prior to January 1, 1995, seniority shall be credited by years of continuous service. This section shall not apply to temporary, casual or seasonal employees.

### **Section C. Temporary Employees**

For any employee hired to fill an AFSCME bargaining unit position on either a full-time temporary status, or on a part-time temporary status, the following conditions shall apply:

1. From the first day of employment, the employee shall receive the contract rate of pay for the position they are hired or assigned to fill (90% of the hourly rate for the first six (6) months of employment). During the first sixty-seven (67) shifts of employment with the Employer, the employee shall earn no rights for seniority purposes with the bargaining unit. They have no right to post for any openings which may occur within the AFSCME bargaining unit, but may be assigned to an open position if they possess the necessary qualifications and licenses, and no bargaining unit employees are available. No overtime shall be offered unless all other eligible bargaining unit employees have been given an opportunity to work the overtime first.
2. If the temporary position lasts longer than sixty-seven (67) shifts, on the sixty-eighth (68th) shift, the employee shall be declared on probation with the Employer, subject to the usual and customary evaluation process for all other regular bargaining unit employees. During this period of probation, the employee may be discharged without cause. Effective 1/1/2015, upon completion of one hundred thirty-four (134) shifts; the employee will have completed the contractual probationary period and will be entitled to bargaining unit seniority, with their seniority date being the first date of employment with the Employer. The employee shall be credited with sick leave and vacation accumulation and enrolled for other benefits, if they so desire, and will have layoff and recall rights as per this Agreement. During the second 67-shift probationary period, the employee may post for bargaining unit vacancies, but has no seniority rights to any position.
3. Casual employees shall not be allowed to post on internal postings.

### **Section D. Seasonal Employees Seniority**

1. A seasonal bargaining unit position is a position that is anticipated to last more than 67 shifts in a calendar year. It shall be scheduled to work forty (40) hours per week, five (5) days per week, on a regular basis over a predicted period of time during the year, (i.e. 5 to 7 months from April to October as an example). Seasonal AFSCME bargaining unit positions will not accrue seniority rights within the regular full time, regular part-time AFSCME Local 454 bargaining unit, but will establish seniority rights within the seasonal AFSCME bargaining unit after completion of 90 working shifts. Seasonal seniority rights shall be used for purposes of layoff and re-call to the seasonal unit positions, or to fill vacancies in the regular AFSCME bargaining unit, during non-seasonal periods of work.
2. In the event of a vacancy in the regular AFSCME Local 454 bargaining unit, seasonal employees shall be allowed to make application at the Clerk's office for consideration for the position, but may be considered only if there are no applicants from the regular full time, regular part-time AFSCME bargaining unit. If this occurs, the Employer shall review the seasonal applicants prior to seeking additional applicants from the general public. If the seasonal applicants do not possess the minimum qualifications for the position, they shall not have a "seniority right" to the position and may not grieve the issue with the Employer. In the event of a temporary vacancy in the regular AFSCME bargaining unit during non-seasonal periods, the senior qualified seasonal employee should be recalled. If a seasonal works more than 67 shifts in a regular bargaining unit position, they would then establish a seniority date with the regular AFSCME bargaining unit, and would have seniority rights for future employment purposes.
3. Seasonal AFSCME bargaining unit positions shall not be entitled to any benefits other than, workmen's compensation benefits, and life insurance while employed in a seasonal position. They shall be covered by the overtime language, holiday pay during seasonal periods of employment only, and seasonal seniority. The pay for the seasonal bargaining unit positions shall be 90% of the regular position's rate of pay found in the AFSCME Local 454 Agreement, for the first six (6) months of employment, and shall increase annually in accordance with negotiated increases to said position.



### **Section E. Equipment Upgrades**

Regular employees desiring training to operate equipment of a higher-grade classification within the department they work in shall be trained by qualified personnel designated by the City Engineer or his designee. The time and place of training will be selected by mutual agreement.

### **Section F. Loss of Seniority/Layoff**

1. A regular employee shall lose their seniority standing upon voluntary resignation from employment with the Employer, or if terminated for cause. Any employee on layoff status shall retain seniority and recall rights for thirty (30) months after the original date of layoff. After thirty (30) months, their name shall be removed from the employment rolls.

2. The City agrees that there will be no future outsourcing of any bargaining unit jobs and if there are to be layoffs within the City that would affect AFSCME bargaining unit positions, the City agrees that the golf course contract employees (previous bargaining unit positions) will be laid off prior to any bargaining unit members and will only be recalled after bargaining unit members are recalled to work.

### **Section G. Bumping**

In the reduction of staff in any classification of work, a senior regular employee shall be given preference of work over a junior regular employee in the same classification. A regular employee laid off pursuant to this Agreement may bump a regular employee with lesser seniority in any classification provided that the bumping employee can demonstrate the ability to perform the required job duties and can obtain the required licenses of the position within forty-five (45) working days. For positions which require a college degree or a technical school certification, or State sanctioned license or certification, the employer will determine if a bumping employee has the necessary qualifications to bump into such positions. The Employer agrees to meet and confer with the Union to provide senior employees all available options to work in an effort to avoid laying off senior employees rather than retaining junior employees, part-time employees, seasonal, casual employees. Senior employees bumping into a position of lower pay shall receive the lower rate of pay for the time spent on such lower paying job.

### **Section H. Rehires**

In the rehiring of regular employees, the senior regular employee shall be given preference over the junior regular employee. The Employer will notify the regular employee at his last-known address by certified mail. The regular employee must notify the Employer of their intent to return to work within seven (7) calendar days of delivery and or receipt of the recall notice. Failure to report for work within fourteen (14) calendar days of the return to work notice shall be considered a voluntary quit.

### **Section I. Transfers**

In the case of transfer from one classification of work to another, regular employees involved in the transfer shall not lose seniority standing.

### **Section J. Seniority List**

The Employer shall post the seniority list by January 31 of each year. A period of thirty (30) days from the date of such posting will be allowed a regular employee to appeal their listing. Thereafter, the Employer shall post a new and revised seniority list by January 31 of each year. Once posted, the employer need only go back to the last posting to settle any disputes.

### **Section K. Vacancies**

1. When a vacancy occurs on any job, the Employer shall post a notice of such vacancy within seven (7) days on employees bulletin boards, and the regular employees shall be given seven (7) days' time in which to make application to

fill said vacancy. Newly created positions shall be posted in the same manner. The senior regular employee making application shall be transferred to fill the vacancy or new position, provided they have the necessary qualifications to perform the duties of the job involved. A regular employee so transferred to fill the vacancy or new position shall be on probation in the new position for a period of thirty(30) calendar days, during which time they may elect to return to their previous position without loss of seniority in that position. Upon a determination by the Employer during the probationary period that a regular employee does not qualify, they shall not be relieved until review by the appropriate committee or commission and the Union Grievance Committee.

2. Employees in their probationary period may bid on open positions, provided that all permanent, non-probationary employees first have an opportunity to bid on such positions. A change in position will not impact the employee's start date nor extend their probation.

3. During the posting period indicated above, prospective applicants can secure the names of prior applicants from the department head. At the end of the posting period, the department head shall furnish the Union President with a list of all applicants. The Union shall also be notified as to which applicant is appointed to fill each vacancy or new position.

4. Temporary vacancies of thirty (30) days duration or longer shall be filled by posting. Employees serving in a temporary position may not bid on another temporary position. Employees on short-term or long-term disability may not bid on a temporary position.

5. All vacancies, permanent or temporary, shall be posted and filled within forty-five (45) days of the date the vacancy occurs, and it is the intent of the Employer wherever possible to place the senior qualified regular employee in the position at the outset.

## **ARTICLE XIII: LEAVES OF ABSENCE**

### **Section A. Leave of Absence**

1. Family and Medical Leave Act. Employees may also use paid sick leave as per MN statute 181.9413. The Employer agrees to extend all rights granted under Federal or State Statutes regarding family or medical leave.

2. A leave of absence not to exceed six (6) months shall be granted by mutual consent of the Employer and the Union. The leave of absence may be further extended for an additional six months, but in no event for any longer period by mutual agreement of the Employer and the Union. A regular employee shall continue to acquire seniority when a leave of absence is granted.

3. If a person is receiving LTD benefits as provided by the Agreement, they shall remain on the seniority list. Once the employee has been determined fully disabled, or has been on an unpaid leave for two (2) years, they shall be removed from the employment rolls.

4. A regular employee who is absent due to illness after their sick leave has been exhausted be granted a disability leave of absence for a period not to exceed two (2) years. A regular employee on disability leave shall continue to acquire seniority during the period of such leave. The regular employee shall be required to furnish the Employer with a certificate from a doctor as to their inability to return to work each six (6) months during the period of disability leave.

### **Section B. Funeral Leave**

A funeral leave not to exceed three (3) consecutive work days absence shall be allowed to an employee in the event of the death of a member of the immediate family, namely: wife, husband, son, daughter, father, mother, sister, brother, grandparents, grandparents of spouse, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law. In the event travel is required to a point outside a 200-mile radius from the City of Virginia, an additional period not exceeding two (2) days from the date of funeral will be allowed for travel if needed.



### **Section C. Parental Leave**

Any regular employee who has been employed by the Employer for twelve (12) months or more shall be entitled to a parental leave as defined below:

1. Within six (6) weeks of the birth or the adoption of a child, an employee may commence an unpaid parental leave, which may be for a period of up to six (6) months. Prior notice of such parental leave must be received by the Employer at least four (4) weeks before the start of such parental leave and shall state the expected starting and ending dates of such leave.
2. During such unpaid parental leave, an employee shall not be eligible for any other contract benefits except for the Employer provided health insurance coverage which may be continued at the employee's expense.
3. Upon return from parental leave, an employee shall be entitled to all accrued pre-leave benefits and seniority, and shall return to their former position or another position with comparable duties, hours, and pay. In the event such parental leave lasts longer than one (1) month such employee must provide at least two (2) weeks' notice of intent to return to work prior to returning to work.
4. In the event the employee is eligible for and receives sick leave benefits as provided for in Article 10 of the Agreement during the time of parental leave, the employee shall be paid for such sick leave benefits and their unpaid parental leave shall not be extended as a result of using sick leave.
5. During the prenatal period, the pregnancy shall be treated in the same manner as any other illness for the purposes of use of accumulated sick leave during the period when the employee is incapacitated as a result of the pregnancy.

### **Section D. Military Duty Leave**

Up to fifteen (15) working days (120 hours) paid leave per calendar year shall be granted to members of a Reserve or Guard Unit of the United States or the State of Minnesota who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or the State of Minnesota. Employees shall be paid their regular salary during the period of military leave, and shall remit payment received from the Guard or Reserve Unit, minus mileage or per-diem, to the Employer. Military leave without pay will be granted to all employees recalled to active duty in the United States Military or Minnesota Guard Units and all such time shall count toward the employee's seniority.

### **Section E. Jury Duty**

1. When a regular employee has been called upon for jury duty by the Municipal, State or Federal Courts and has been absent from work because of such jury service, they shall be paid their regular salary by the Employer with the understanding that at the completion of their jury duty, they shall remit their jury service checks to the Employer. The Employer shall be entitled to the jury duty check, less the amount included for traveling expenses, which shall be remitted to the employee.
2. It is further understood that if such employee is scheduled to work on the day in question and is dismissed by the Court two (2) hours prior to the end of their work schedule, they will return to work for the balance of such day. If a shift worker is scheduled to work the afternoon shift on the day in question and is dismissed by the Court two (2) hours prior to the beginning of his shift, they will not be considered as having performed any jury duty on that day and consequently will be compensated only for time actually worked on such shift. The employee must give their department supervisor notice of their forthcoming jury service as soon as they are notified if they are to receive the difference as indicated above.

### **Section F. Leave Donation Policy**

A leave donation program as outlined in City Policy will be available to employees covered under this agreement.

## **ARTICLE XIV: DISMISSALS, DEMOTIONS AND TRANSFERS**

1. Discharges, demotions or transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employees affected shall receive prior notice in writing of any such action. Upon request of the Union, a hearing shall be held at which the employees and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against them. A stenographic record of the hearing before the Employer shall be taken, and the employee and the Union Grievance Committee shall be entitled to a copy of the record. In case of dismissals, the salary of the employee shall be suspended during the period in which the hearing takes place, but their name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension. In cases where a demotion has been proved unjustified and the employee returned to their former status, the loss of pay involved shall be restored.
2. Where reasonable to do so, before an employee is suspended, they shall be given a hearing before the Grievance Committee of the Employer.
3. In the event a general layoff is contemplated, the Employer agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

## **ARTICLE XV: GRIEVANCE PROCEDURE**

Grievance shall be defined as a dispute or disagreement as to the applications or interpretation of any term or terms of this Agreement.

### **Section A. Resolve Informally**

Employees are encouraged to attempt to resolve any disagreement on an informal basis with their Supervisor. If the matter is not resolved by informal discussion, it shall be settled in accordance with the following procedure:

### **Section B. Step 1 – With Supervisor**

The Union President, Steward, or the grievant shall present the grievance in writing to the Supervisor involved. Failure to present the grievance within ten (10) working days of the occurrence or knowledge of the violation, and failure to request in writing within the prescribed time limits advancement of the grievance to the next step shall render the grievance null and void. Failure of the Employer to respond within the prescribed time limits shall render the grievance settled, based on the Union's last position on the issue. An answer to the grievance shall be made in writing within fifteen (15) calendar days after receipt by the Supervisor.

### **Section C. Step 2 – City Personnel Committee**

In the event no settlement is reached, the Union or the Employer may request a meeting between the Exclusive Representative and the City Personnel Committee Chair or the Mayor, the grievant and the Supervisor. Request for this meeting shall be in writing and must be postmarked within fifteen (15) calendar days after receipt of the written response of the Supervisor. This meeting shall be considered Step 2.

### **Section D. Step 3 – City Council**

In the event no settlement is reached, the Union or the Employer may request in writing a meeting with the City Council. The request is to be in writing, and shall be postmarked within fifteen (15) calendar days of the date of the Step 2 meeting. The meeting shall be scheduled within twenty (20) calendar days after receipt of the written request. This shall constitute Step 3.

### **Section E. Step 4 – Mediation**

In the event no settlement is reached at the Step 3 meeting, the parties may with mutual consent request the services of the Bureau of Mediation Services and hold a grievance mediation session, to attempt and reach a settlement. Request for this Step 4 meeting shall be made in writing within ten (10) calendar days of the Step 3 meeting. If there is no consensus on the grievance mediation, the grievance shall move directly to the final step, grievance arbitration.



## **Section F. Arbitration**

If no settlement is reached in Step 3 or Step 4 (depending on the parties position on grievance mediation), the grievance shall be submitted to arbitration, within fifteen (15) calendar days, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven prospective arbitrators. From this list, each party shall, in turn, strike one name until one name remains, and the last remaining individual shall be designated as arbitrator. The grieving party shall strike first. A hearing on the grievance shall be heard promptly by the arbitrator, and a decision shall be rendered by him within thirty (30) days of the date of the hearing. All Expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

## **Section G. Representation**

Duly authorized representatives shall have the right to accompany the employee and/or the Union Grievance Committee at all times in the discussion or adjustment of grievances. And the Employer shall have the right to have its representative present at all times in the discussion and adjustment of grievances.

## **Section H. Right to Waive**

The time limits in any step of the grievance procedure may be waived by mutual agreement of the Employer and the Union.

## **Section I. Arbitrator's Authority**

An arbitrator may not modify, add to, delete from, or ignore any provision of the Labor Agreement in rendering his/her decision.

# **ARTICLE XVI: GENERAL PROVISIONS**

## **Section A. Matters Not Covered**

All matters not covered by this Agreement shall be settled by negotiations.

## **Section B. Bulletin Boards**

The Union shall be permitted the use of bulletin boards for posting of matters of interest to its members.

## **Section C. Safety Committee**

The Employer and the Union have hereby agreed to the establishment of a Safety Committee composed of members of the Commission and members of the Union. Such Committee shall have the responsibility for the establishment of safety rules and regulations for the purpose of protecting and enforcing the general safety program within the City of Virginia. The Employer agrees to provide one (1) hour per month for the purpose of employees attending a safety meeting for all employees of the Employer.

## **Section D. Replacement of Tools**

The Employer shall pay for replacement of worn-out or broken tools, provided the broken or worn-out tools are turned in to their supervisor.

## **Section E. Coveralls**

The Employer shall furnish rental coveralls for the regularly assigned mechanics.

## **Section F. Library Closure**

Library employees scheduled to work on a day that the Library is closed due to inclement weather or other circumstances such as a power outage or bomb threat shall receive their regular wage for that day.

## **Section G. Work-Related Equipment Allowance**

Upon receipt (must be the original), the Employer will reimburse the employee up to a maximum of \$250.00 in a two year



cycle for the purchase of work-related safety apparel or safety equipment with prior approval of the City Safety Director.

**Section H. Physical Exams**

The Employer may require any regular employee to have an eye and ear examination at the expense of the Employer. Any other physical examination required by the Employer shall be paid for by the Employer.

**Section I. Notification of New Hires, Terminations, and Employee Orientation**

The employer will notify the Union of any new hire with person’s name, job title, worksite, location, home address, work telephone number, home and personal cell phone numbers, date of hire, work email address, and personal email address within first twenty (20) days of employment. The employer will also notify the exclusive representation within twenty (20) calendar days of the separation of employment or transfer of a bargaining unit employee out of the bargaining unit.

At least every 120 calendar days, the employer will provide the Union with the contact information for all bargaining unit employees in an Excel file.

Within 30 calendar days of the hire of a new employee, the employer will allow the Union at least 30 minutes of work time to meet in person with the newly hired employee. Notice of any scheduled orientations will be provided at least 10 days in advance of the scheduled orientation. Any duly-elected steward or union officer meeting with a newly hired employee will be allowed paid work time to attend such meeting or orientation.

**ARTICLE XVII: CHANGES**

Before any change is made in the foregoing rules and regulations, including those affecting working hours and wage and salary schedules, the Employer agrees to give reasonable notice and opportunity to be heard to the Union through its Union Grievance Committee.

**ARTICLE XVIII: SOLDIERS PREFERENCE LAWS**

Nothing herein shall affect the Soldiers Preference Laws and rights of employees thereunder.

**ARTICLE XIX: RETIREMENT**

Any employee with twenty (20) years or more of continuous service with the Employer shall, upon retirement, receive one (1) day of vacation pay for each year of service.

**ARTICLE XX: HEALTH AND WELFARE PLAN**

**Section A Life, Health, Dental**

All regular employees shall be covered under the following health and welfare program or under comparable or equivalent coverage during the periods indicated. For purposes of Article XX, “regular employees” shall not include supervisory, confidential, temporary, casual, seasonal, or pages from the library. Part-time regular employees shall receive benefits on a pro-rata basis.

1. **Life Insurance.** The employer shall provide \$25,000\_group term life insurance for active employees to age 65. Employees having ten (10) or more years of continuous service with the Employer at the time they reach age 62 and who retire at age 62 or the total of 90 points (age plus years of service), and who are eligible for retirement under by-laws of the Public Employees Retirement Association, shall be given a non-contributory life insurance policy in the amount of \$5,000 at the time of their retirement, or at age 65, provided the service requirements have been met. The entire premium cost for such coverage shall be paid by the Employer.

2. **Medical/Hospitalization Insurance.**

- i. Employer shall deposit 100% of the deductible amounts into the employees VEBA account at least semi-annually, 50% of the deductible by January 1 and 50% of the deductible July 1 of each year.
- ii. The employee shall pay monthly premium for either the single or family monthly premium, and the Employer shall pay the balance of the monthly premium as per Article XX, Section C.
- iii. This financial arrangement shall remain intact for the duration of the agreement and until subsequent agreements are reached. For any employee hired after January 1, of each year, the VEBA contribution shall be pro-rated dividing the deductible amount by 12, then contributing that amount into the VEBA account by the first day of the following month of date of hire.
- iv. For any future retiree who remains on the VEBA plan, they shall continue to receive the same annual contribution into their VEBA account as the active employee group does, for either the single or family plan selected by the retiree. Deposits for new hires and terminating employees will be pro-rated.
- v. Qualified retired employees shall enroll in Medicare/Medicaid upon reaching age 65 and shall be furnished with a supplemental plan that maintains the same level of coverage as provided previously, including prescription benefits.
- vi. For any employee who leaves employment with the City during the year of their own volition, the City may withhold from the last paycheck to the employee any VEBA contributions that have been deposited by the City for that quarter or six (6) month period on a pro rata basis, unless the employee has utilized the VEBA deductible prior to separation.
- vii. For any employee who incurs a medical or pharmaceutical bill greater than their current VEBA fund balance, they shall be entitled to an advance of the balance of the annual Employer VEBA contribution amount by submitting proof of the expense (EOB-explanation of benefits from BC/BS; and/or an actual bill from health care provider/pharmacist) being provided to the City of Virginia's Human Resource Director. For employees on a maintenance prescription or for an employee with a scheduled surgical procedure, providing documentation to the HR Director will enable the HR Director to direct the entire VEBA deposit from the City to be made prior to depletion of the individual's VEBA fund balance.
- viii. If the City Insurance Committee meets and confers and is successful in finding a medical insurance option that is comparable to the existing coverage, and such change offers a savings for the City, both parties agree to reopen those parts of the Agreement that are affected by the savings and understand at these sections may be modified independently from the rest of the contract with the intent to pass the savings onto the employees.

3. **PIEP Plan Options/Available Coverages.** Employees shall enroll in the Public Employees Insurance Program at any of the three levels offered by the plan upon the following terms:

- i. For employees enrolled in the Advantage or the Value plan, employees shall be afforded a contribution to their VEBA account annually, \$1,200 for employees enrolled in single coverage and \$2,400 to employees enrolled in family coverage.
- ii. For employees enrolled in the HSA plan, employees shall be afforded a contribution to their VEBA account annually, \$2,000 for employees enrolled in single coverage and \$4,000 to employees enrolled in family coverage.
- iii. For each plan, the following benefits shall apply:
  - a. Advantage Plan: for employees enrolled in the PEIP Advantage plan, the employer shall pay 80% of the monthly premium, and the employee shall pay 20% of the monthly premium. Beginning 1/1/2025, the employer shall pay 70% of the monthly premium, and the employee shall pay 30% of the monthly premium.

If an employee's out-of-pocket costs exceed \$1,200 for single coverage or \$2,400 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article XX: Section A, Subsection 2, vii.

- b. Value Plan: for employees enrolled in the PEIP Value plan, the employer shall pay 80% of the monthly premium, and the employee shall pay 20% of the monthly premium. Beginning 1/1/2025, the employer shall pay 70% of the monthly premium, and the employee shall pay 30% of the monthly premium.

If an employee's out-of-pocket costs exceed \$1,200 for single coverage or \$2,400 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article XX, Section A, Subsection 2, vii.

- c. HSA Plan: for employees enrolled in the PEIP HSA plan, the employer shall pay 90% of the monthly premium, and the employee shall pay 10% of the monthly premium. Beginning 1/1/2025, the employer shall pay 87% of the monthly premium, and the employee shall pay 13% of the monthly premium. Beginning 1/1/2026, the employer shall pay 85% of the monthly premium, and the employee shall pay 15% of the monthly premium. Beginning 7/1/2026, the employer shall pay 82% of the monthly premium, and the employee shall pay 18% of the monthly premium.

If an employee's out-of-pocket costs exceed \$2,000 for single coverage or \$4,000 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article XX: Section A, Subsection 2, vii.

A hardship shall be defined as a medical or pharmaceutical bill that surpasses the annual VEBA contribution made by the City. A hardship shall not include VEBA- or HSA-eligible expenses that are non-medical or non-pharmaceutical (e.g. frames for glasses).

- 3. For 2025 and 2026, if insurance rates increase more than 10% during any year of the contract, the Employer will absorb the total cost of the increase above 10%. This clause will sunset upon expiration of the contract on 12/31/2026.
- 4. Blue Cross/Blue Shield/Delta Dental Premier Comprehensive Enhanced Dental Coverage with special endorsement for Orthodontic Coverage. Annual maximum allowance for dental insurance is \$1,500 with Lifetime orthodontia maximum of \$1,000.

### **Section B. Continuation during Workers Comp or Layoff**

The Employer shall continue to provide the coverages hereinabove set forth during the period of temporary total disability to employees resulting from compensable injury under the Workmen's Compensation Act and for a period not exceeding six (6) months for employees either laid off or after sick leave has been exhausted, but shall terminate the same upon such employee obtaining other employment.

### **Section C. Retiree Coverage**

- 1. The Employer shall provide continued coverage for retirees who qualify pursuant to paragraph Article XX, Section B-1 above, and their dependents, health insurance as outlined in Article XX, Section A above, until the time of the retiree's death.



2. In the case where the employee is eligible for such coverage under Federal Medicare, he shall be required to apply for such coverage, and they shall then be covered under the supplemental Blue Cross and Blue Shield plans. The premium contribution toward the supplemental plan shall be the same as the premium contribution made to the regular health insurance plan.

3. In the event the spouse of the retiree is under age 65 and therefore not eligible for Federal Medicare, he or she shall be continued in coverage under the regular Blue Cross-Blue Shield plan until such time as they become eligible for Medicare, at which time the spouse will be furnished supplemental Blue Cross and Blue Shield coverage; provided, however, that the spouse must qualify as a dependent of the employee to be eligible for this coverage.

#### **Section D. Retiree Contributions**

a. For retirees who retired prior to the ratification of the 2021-2023 agreement who qualify for retiree medical insurance benefits, the contribution levels toward monthly premiums shall be dictated by the terms of their separation agreement or the contract under which they retired.

For any future retiree who qualifies for retiree medical insurance contributions, the retiree shall contribute toward the monthly premiums at the level specified by the contract under which the employee retired. (For example, if an employee retires under the 2021-2023 agreement, a retiree enrolled in the PEIP HSA plan shall pay 10% of the monthly premium; a retiree enrolled in the PEIP Advantage plan shall pay 20% of the monthly premium.) A letter shall be provided to each employee upon retirement specifying the rate(s) of contributions available to them under the plans offered and a copy of the letter shall be retained by the City.

b. Any employees hired after the date of ratification of the 2004 contract who qualify pursuant to paragraph B-1 above, and their dependents, shall contribute toward the monthly premiums for items B-2, B-3, B-4 above, at the rate of 100%. All other provisions of Article XX, Section E above shall continue to apply.

c. Upon ratification of the 2018-2020 Contract, the Employer shall provide continued health/dental coverage under the VEBA 100 plan with a premium split of 85/15 with the Employer paying 85% to any employee who meets the following criteria:

- i. By 12/31/2021, employee is eligible for retirement under by-laws of the Public Employees Retirement Association's (PERA) "Rule of 90" which states that total of age plus years of service equals 90 points, AND
- ii. Employee qualifies for medical insurance benefits from the City after retirement under Article XX, Section F-1, AND
- iii. Employee submits a letter of intent to retire by 10/31/2020 that clearly indicates date of retirement that is on or before 12/31/2021 AND
- iv. Employee must retire on or before 12/31/2021.

d. The Employer will pay the full annual deductible until age 65. At age 65, the retiree must enroll in a supplemental plan.

e. If the employee dies, the surviving spouse may continue single medical and/or dental coverage by paying the full monthly premium for such coverage(s).

#### **Section F. Retiree Eligibility**

All benefits listed above in Retirement Health and Welfare.

**Section G. Health Care Savings Plan**

1. The Parties agree that if the Union wants to add options to increase HCSP contributions with employee monies, those parts of the Agreement can be reopened and modified independently from the rest of the contract. The Union shall give the Company thirty (30) days' notice and the Parties will meet to discuss options. This in no way obligates the Employer to contribute any Employer funds to employee Health Care Savings Plans.

2. Beginning on the first anniversary of any employee hired after January 1, 2004, said employee shall contribute via payroll deduction to a Health Care Savings Plan in the following amounts:

<u>Year</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>
1 <sup>st</sup> Anniversary	4% of Monthly Base Wage	.. 1% of Monthly Base Wage
5 <sup>th</sup> Anniversary	4% of Monthly Base Wage	.. 3% of Monthly Base Wage
10 <sup>th</sup> Anniversary	4% of Monthly Base Wage	.. 5% of Monthly Base Wage
15 <sup>th</sup> Anniversary	4% of Monthly Base Wage	.. 7% of Monthly Base Wage

3. Contributions will be made monthly.

**Section H. Insurance Committee**

The Employer agrees to immediately establish a Committee on Health Insurance to be empowered with the ability to effectively recommend insurance programs and shall further be empowered to research all available health insurances periodically. This committee shall consist of equal members from all bargaining units and equal members from the City Council and management; i.e., one member from the City Council, one member from management, one member from the library department bargaining unit, one member from the parks department bargaining unit, and one member from the public works bargaining unit. The City agrees to appoint the one (1) retiree from the AFSCME bargaining unit and at least two active members. The Committee shall meet at least annually, and all meetings will be noticed per MN open meeting law requirements.

**ARTICLE XXI: PROGRESSIVE REPRIMAND SYSTEM**

**Section A. Offenses**

Offenses include, but are not limited to, the following:

1. Insubordination (refusal or failure to perform work assigned; fighting)
2. Possession, use of, or being under the influence of any alcoholic beverage or any type of dependency drugs during work periods.
3. Absenteeism without leave or without satisfactory explanation; chronic tardiness.
4. Failure to work emergency\*\* overtime.
5. Failure to abide by safety rules and regulations.

\*\*Emergency - When the health and/or safety of the citizens of Virginia is in jeopardy.

Theft would be immediate discharge.

**Section B. First Offense – Verbal Warning**

Record of a verbal reprimand will be entered into an employee's personnel file. A verbal reprimand will be given and followed up (within five (5) days) with a discussion between the employee and their supervisor on the action, which constituted the reprimand.



### **Section C. Second Offense – Written Warning**

1. A written warning will include a "coaching" session with the employee and the supervisor involved in issuing the reprimand. The supervisor will review and explain the work rules or job performance standards that the employee has violated or abused. The supervisor will encourage the employee to improve their work habits and schedule a follow-up meeting in approximately two (2) weeks to evaluate the improvement of the employee.

A copy of the reprimand will be placed in the employee's personnel file. The employee will also receive a copy.

### **Section D. Third Offense – Decision Making Leave or Unpaid Suspension of 1 to 3 Days**

1. If, and when an employee reaches this point in the progressive reprimand process, it is time for that employee to take a good look at their own behavior, actions, or work habits to determine how to improve themselves to meet the employer's standards. An employee who reaches this step will be notified by their immediate supervisor and their general supervisor that they are being placed on a "decision making leave". This may be for the remainder of a shift, or an entire shift. The decision making leave will be compensated by the use of vacation or compensable time. The next day, or on the employee's next scheduled shift, the employee will meet with the general supervisor prior to returning to work. The parties will go over the exact reasons for the pending suspension (and the length of that suspension), and the exact work rules that the employee is expected to abide by, if the employee decides to return.

2. If the employee agrees to return to work under the guidelines stipulated by the Employer, the employee shall be allowed to do so. If in the opinion of employee's supervisor, the incident is serious enough to warrant additional time off, or the employee does not agree to return to work under the conditions placed upon them by the Employer, the suspension as described earlier will be implemented (without pay from one (1) to three (3) days).

3. If an employee's decision making leave and subsequent suspension are overturned by an arbiter or the City Council or City Administrator, the time off taken for the decision making leave (comp time or vacation) will be credited back to the employee.

4. The decision making leave directly involves the employee in the process of discipline and correction, and treats them as the adult they are, and as they are expected to behave and abide by the working conditions set forth by the Employer. A copy of the decision making leave will be placed in the employee's personnel file and a copy will be given to the employee.

### **Section E. Fourth Step - Termination**

1. If an employee's actions have resulted in them being subjected to the three (3) previous steps within the agreed upon time frame, then the Employer shall notify the employee with a termination notice. A termination hearing will be scheduled in accordance with the City Charter. A copy of this notice shall be sent to the Union also.

2. A record of each offense will remain in an employee's personnel file for a period of three (3) years from the date it was issued.

3. All employees' personnel files will be expunged of any discipline actions or notices after three (3) years from the date the reprimand was placed in the employee's file.

### **Section F. Work Rules**

1. Doctor and dental appointments shall be made after working hours where it is possible.

2. Coffee breaks shall be taken at the nearest coffee shop to the work site and every effort shall be made not to have a number of employees at the same coffee shop.

3. Cooperation by the employees of the City is necessary for the performance of your duties. Failure to cooperate with fellow employees will be dealt with on the same basis as the above reprimands.

4. Public Works employees on loan to other City departments shall be required to follow the work rules of such other departments.

ARTICLE XXII: NON-DISCRIMINATION CLAUSE

**ARTICLE XXII. Non-Discrimination**

1. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, sexual preference, race, color, creed, disability, national origin, political affiliation, veterans status, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or any other basis prohibited by federal or state law, e.g., Americans with Disabilities Act.

2. The Union and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Union and the Employer agree that they have the obligation to consider accommodation requests from qualified ADA individuals and employees returning from Worker's Compensation injuries. The Employer agrees to maintain the policy of attempting to place employees who have incurred a work related disability in areas of work which would fit the employee's physical capabilities but not to create a job just to provide employment.

3. The Employer shall provide these reasonable accommodations in a fair and equitable manner. Should reasonable accommodation request(s) raise the question of waiving the collective bargaining agreement, the Employer and the Union shall follow the procedures in Section C.

**Section B. Information**

Both parties recognize their responsibilities for confidentiality. The Union agrees to provide ADA information to any employee who requests a reasonable accommodation. Upon request from the Union, the Employer shall provide a report of reasonable accommodation requests.

**Section C. Process**

1. Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Union representative and the employee shall be allowed a reasonable amount of time during working hours, without loss of pay, to discuss the request. The Employer shall review employee requests for accommodation considering ADA guidelines on equipment purchase or modification, accessibility improvement, and scheduling modifications and/or restructuring of current positions and duties allowable under the collective bargaining agreement, before considering or requesting waiver of the collective bargaining agreement.

2. If the Employer deems that the contract waiver is necessary, they shall contact the Union to convene a meet and confer on the issue. At this meeting, the Employer shall inform the Union of the employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived, and the manner in which the Employer proposes to modify that article(s).

**ARTICLE XXIII: DURATION OF AGREEMENT**

Except as otherwise provided, this Agreement shall remain in full force and effect until December 31, 2026, unless either party hereto gives notice to the other party at least sixty (60) days prior to the expiration date of this Agreement of the desire to negotiate a new agreement.

CITY OF VIRGINIA

AMERICAN FEDERATION OF STATE COUNTY & MUNICIPAL  
EMPLOYEES (AFL-CIO), LOCAL UNION 454

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Labor Representative

## APPENDIX A: SALARY AND CLASSIFICATION SCHEDULE

DEPARTMENT/POSITION	2.00% 1/1/2024	3.50% 1/1/2025	5.00% 1/1/2026
<b>SHOP</b>			
Mechanic	\$ 32.05	\$ 33.17	\$ 34.83
Lead Mechanic	\$ 34.28	\$ 35.48	\$ 37.26
<b>HEAVY EQUIPMENT OPERATORS (Class A License)</b>			
Loaders, Excavators, Rubber Tired Backhoe, Bucket Truck, Polecat Truck, Sanding Truck, Sidewalk Plow - Blower, Bobcat, Low Boy Tractor Trailer, Snow Blower Loader, Grader, Tracked Cats	\$ 30.71	\$ 31.79	\$ 33.38
<b>HEAVY EQUIPMENT OPERATORS (Class B License)</b>			
Garbage Truck-Automated, Flusher, Tandem Truck, Recycle Truck	\$ 30.15	\$ 31.21	\$ 32.77
<b>TRUCK DRIVERS</b>	\$ 29.28	\$ 30.31	\$ 31.82
<b>REPAIR CREW</b>			
Repair	\$ 29.65	\$ 30.69	\$ 32.22
Painting (Signs & Streets)	\$ 30.01	\$ 31.06	\$ 32.61
Repair Crew Foreman	\$ 30.99	\$ 32.07	\$ 33.68
<b>SEWERS</b>			
Sewer Maintenance Operator	\$ 31.09	\$ 32.18	\$ 33.79
Sewer Vactor Operator	\$ 31.09	\$ 32.18	\$ 33.79
<b>BUILDING MAINTENANCE</b>			
Janitor/Building Maintenance	\$ 29.28	\$ 30.31	\$ 31.82
Building Maintenance/Repair Foreman - Public Works	\$ 33.22	\$ 34.38	\$ 36.10
Building Maintenance/Repair Foreman - MECC	\$ 34.53	\$ 35.74	\$ 37.52
<b>ADMINISTRATIVE</b>			
Receptionist	\$ 26.62	\$ 27.55	\$ 28.93
Administrative Clerks	\$ 28.90	\$ 29.91	\$ 31.40
Administrative Assistant City hall, Police, P&R, Public Works	\$ 29.84	\$ 30.88	\$ 32.42
Advanced Clerical Administrative Assistant	\$ 30.37	\$ 31.43	\$ 33.00
Administrative Assistant II - Community Development/Admin	\$ 32.44	\$ 33.57	\$ 35.25
Administrative Assistant II - Police	\$ 35.02	\$ 36.24	\$ 38.05
IT & Network Specialist I	\$ 29.84	\$ 30.88	\$ 32.42
IT & Network Specialist II	\$ 32.43	\$ 33.56	\$ 35.24
IT & Network Specialist III	\$ 33.70	\$ 34.88	\$ 36.62
Program Assistant/IT Specialist - Fire	\$ 32.97	\$ 34.12	\$ 35.83
<b>FINANCE</b>			
Accounting Clerk I	\$ 30.26	\$ 31.32	\$ 32.89
Accounting Clerk II	\$ 33.84	\$ 35.03	\$ 36.78
Accounting Clerk III	\$ 36.38	\$ 37.66	\$ 39.54
Accounting Clerk with Payroll	\$ 36.38	\$ 37.66	\$ 39.54
<b>PARKING</b>			
Parking Meter Monitor	\$ 26.03	\$ 26.94	\$ 28.29



<b>DEPARTMENT/POSITION</b>	<b>2.00% 1/1/2024</b>	<b>3.50% 1/1/2025</b>	<b>5.00% 1/1/2026</b>
<b>COMMUNITY DEVELOPMENT</b>			
Senior Administrative Coordinator	\$ 32.75	\$ 33.90	\$ 35.59
Engineering Technician	\$ 33.73	\$ 34.91	\$ 36.66
Construction Codes Inspector	\$ 36.73	\$ 38.02	\$ 39.92
Rental/Housing Codes Inspector	\$ 34.94	\$ 36.16	\$ 37.97
Lead Engineer	\$ 38.21	\$ 39.55	\$ 41.52
Community Development Planner	\$ 38.21	\$ 39.55	\$ 41.52
Blight Officer	\$ 29.65	\$ 30.69	\$ 32.22
<b>VIRGINIA RECREATION DEPARTMENT</b>			
Part-time Seasonal Maintenance	\$ 23.82	\$ 24.65	\$ 25.88
Custodian-Ice Plant Maintenance	\$ 30.26	\$ 31.32	\$ 32.89
Arena Maintenance & Ice Plant Mgr - Winter Wage	\$ 30.26	\$ 31.32	\$ 32.89
Custodial Maintenance Supervisor	\$ 30.99	\$ 32.07	\$ 33.68
Utilityworker	\$ 29.65	\$ 30.69	\$ 32.22
Janitor/Building Maintenance	\$ 29.28	\$ 30.31	\$ 31.82
Lead Recreation Assistant	\$ 24.69	\$ 25.56	\$ 26.84
Recreation Assistant	\$ 18.40	\$ 19.04	\$ 20.00
<b>VIRGINIA PARK DEPARTMENT</b>			
Utilityworker	\$ 29.65	\$ 30.69	\$ 32.22
Greenkeeper	\$ 30.99	\$ 32.07	\$ 33.68
Florist	\$ 32.43	\$ 33.56	\$ 35.24
Utilityworker/Working Foreman	\$ 30.99	\$ 32.07	\$ 33.68
<b>VIRGINIA PUBLIC LIBRARY</b>			
Library Clerk	\$ 28.45	\$ 29.44	\$ 30.92
Library Clerk - Acquisitions	\$ 29.85	\$ 30.89	\$ 32.43
Library Clerk - Social Media/Processing	\$ 29.85	\$ 30.89	\$ 32.43
Library Clerk - Media	\$ 31.51	\$ 32.61	\$ 34.24
Library Clerk - Technology	\$ 29.85	\$ 30.89	\$ 32.43
Library Associate - Childrens'	\$ 34.13	\$ 35.32	\$ 37.09
Library Associate - Reference & Outreach	\$ 34.13	\$ 35.32	\$ 37.09
Library Maintenance	\$ 29.28	\$ 30.31	\$ 31.82
GENERAL UTILITY & REPAIR	\$ 29.27	\$ 30.30	\$ 31.81
SKILLED LABOR	\$ 26.44	\$ 27.36	\$ 28.73
LABORERS (COMMON)	\$ 16.97	\$ 17.57	\$ 18.45
STUDENT LABOR	\$ 15.54	\$ 16.09	\$ 16.89

All new employees will start at a rate that is equal to 10% less than the contract rate of pay for the position filled for the first six (6) months of their employment. After the six (6) month period, the employee shall be paid at the full contract rate of pay for the position they are assigned.



## **APPENDIX B: CITY OF VIRGINIA RETURN TO WORK POLICY**

It shall be the Policy of the City of Virginia to treat each employee consistently when dealing with a "return to work" from illness or injury. This Policy will be subject to all applicable laws pertaining to The Americans with Disabilities Act (ADA). The principle and philosophy of the Policy shall be to allow an employee for a return to work from an extended illness or injury, when the employee is capable of providing meaningful work which is readily available and where the City can reasonably accommodate, without putting the employee or City at risk or burdening fellow employees with the accommodation(s).

The first option will be to return the employee to their posted position with or without reasonable accommodation(s) that may be necessitated by a medical/physical restriction of the employee. In the event an employee has medical/physical restrictions upon their return to work, the City retains the right to request a medical examination or occupational assessment, at the expense of the City, to fully determine the extent of the restriction(s) and to assist in determining the appropriate accommodation(s).

The second option will be to allow for a return to work in an alternate assignment, when and where meaningful work is available that the employee can readily perform with limited accommodation(s). Such work assignment(s) cannot infringe on the regular duties of other bargaining unit employees, and cannot be used to replace or displace bargaining unit employees. Again, where the employee has medical/physical restrictions, the City can request a medical examination or occupational assessment, at the expense of the City. Placement in an alternate work assignment shall be for a maximum of fifteen (15) regular shifts wherein an evaluation, based on new information attained from medical or occupational reevaluation or reasonable accommodation, of the placement shall be reviewed. In the event of disagreement over available work, the Union may present their position to the Personnel Committee of the City for consideration.

The City, in considering a return to work placement with restriction(s) back into the employee's posted position, or in an alternate work assignment, shall notify the Union Exclusive Representative and/or President of the placement and the Union shall have the opportunity to meet with the City and the employee to discuss the return to work placement that involves accommodation(s). This will ensure the consistent handling of the procedure and opportunities for all bargaining unit employees.

This policy may not be used or interpreted to contradict language in the AFSCME Local 454 Labor Agreement covering employees while on short and long term disability and does not create a "light duty" situation. This Policy shall govern over employees returning from worker's compensation injuries, return after a long term disability and extended illness or medical leave of absence.

The parties to this Agreement, (i.e., the City of Virginia and AFSCME Local 454), agree to the terms and conditions of this Policy, as indicated by their signatures hereto affixed, effective on the date of ratification.

ACCEPTED BY PARTIES: 12/28/99

## **APPENDIX C: Team Leader and Team Coordinator**

Per previous Memorandums of Understanding negotiated in 2003 and 2004, the Employer and the Union have agreed to the establishment of the positions of "Team Leader" and "Team Coordinator." Regarding those positions, the Employer and the Union Agree:

- The duties and responsibilities of these positions are enumerated in the job descriptions of the "Team Leader" and "Team Coordinator" as they exist in the various departments.
- When vacant, the position of Team Lead and Team Coordinator shall be posted and filled per the collective bargaining agreement.
- An employee may work a maximum of two consecutive years as a Team Leader before the position is reposted. After reposting, a person who served as Team Leader in the previous term may not take the position again unless there are no other volunteer. If no volunteers/applicants come forward for team leader, the position will be appointed by Management.
- If no team leader is scheduled to work, the hours and duties will be assigned to the senior qualified employee on shift
- Each Team Leader shall receive one-half (1/2) hour of overtime five (5) days per week [a total of two and one half (2-1/2) hours per week] to accommodate completion of the additional duties associated with the Team Leader position. Overtime shall be at 1-1/2 times the employee's regular hourly rate of pay.
- The Team Coordinator will be paid his/her assigned rate of pay plus \$2.00 per hour and allowed one (1) hour of overtime per day, five (5) days a week. The Team Coordinator will be included in the on-call rotation with the Team Leaders.
- The "on-call" after hours and weekend duties shall be shared equally between the Team Leaders and the Team Coordinator(s) with a schedule to be provided to the City Department Director. For these additional responsibilities, the "on-call" team leader shall receive a total of eight and one half (8-1/2) hours at 1-1/2 times their regular hourly rate of pay for each seven-day period they are on call, in addition to the two and one half (2-1/2) hours of overtime above (for a total of eleven (11) hours overtime). In the event of an actual callout, they shall be covered by the labor agreement dealing with callout pay.
- The City may remove an employee from the team leader position by Council action through the City Department Director. Such action shall not be considered disciplinary and not subject to the grievance process. If an employee group at Public Works has problems with a team leader, that shall be communicated through the Union President or the Exclusive Representative, and they will inform the City Department Director of the situation and required action.
- Additional duties for team leaders include participation in bio-solid authority, area transportation partnership (including administering grants), dial-a-ride (including oversight of contractor), mineview (fielding calls and working with Chamber of Commerce), and solid waste (including developing process/procedure, coordinating billing, maintaining records), sanitary sewer distribution and collection (callouts), etc.
- The parties agree to meet and discuss any issues that may arise regarding team leaders upon written request by either party. Said request shall clearly identify the issue to allow for proper preparation at the meeting.

**COMMITTEE OF THE WHOLE MEETING  
TUESDAY, MARCH 19, 2024 9:00 A.M.  
CITY OF VIRGINIA, COUNCIL CHAMBERS**

Present: Councillor Motley, Friedlieb, Paulsen, Biondich, Johnson, Baranzelli, Mayor Cuffe, Jr. (7)

Absent: None

Also Present: Britt See-Benes, City Administrator; Pamela LaBine, City Clerk; Sherry Erickson, Finance Director; Jenny Bourbonais, Community Development Planner; Jim Rostvit, Public Works Director; Bryan Lindsay, Attorney; Matt Reid, S.E.H.; Mark Franta Hawkins, Inc.; Paul Christensen, People Service

Mayor Cuffe, Jr. called the meeting to order at 9:00 a.m.

**APPEARANCES:**

Mark Franta, Hawkins Inc, gave an update on the Wastewater Treatment Plant Chemical Trial. The trial began February 20, 2024. It's been almost four weeks and the effluent is a .04 consistently. The reading has to be under .07. The usage of the chemical is about 55 gallons a day and the last six days have been using about 52 gallons per day. They have talked with People Service, Inc. to extend the trial 30 more days. There will have to be some adjustments made to the plant once the trial is complete if the product continues to work. Mayor Cuffe, Jr. stated due to the upgrades to the plant what the cost savings will be and the cost of the product. More updates will be presented after the next 30 days. Paul Christensen, People Service is pleased with the trial. If they are still seeing good results, and can utilize the product and save the City money going forward. Once the temperature reaches 2 below there will need to be upgrades to the plant but there won't be any decisions for upgrades until the winter. The engineer will review and determine a cost at that time.

**A** Moved by Councillor Johnson, supported by Councillor Motley to allow City staff to continue to work with Hawkins and People Service during the trial period and determine potential upgrades when and if needed at the Waste Water Treatment Plant. Motion Carried.

Matt Reid, S.E.H. recommends to proceed with the following proposed projects for the street improvements.

**B** Moved by Councillor Paulsen, supported by Councillor Johnson to approve the Resolution to award the 6<sup>th</sup> & 17<sup>th</sup> Construction Project to Mesabi Bituminous in the amount of \$3,028,895.61. Motion Carried.

Reid stated there is federal funding on the 10<sup>th</sup> and 13<sup>th</sup> construction project and requires extra steps in regards to the funding for the contractor which does drive up the costs of the project and is noted by the engineers estimate. There are still documents to be approved by MnDOT.

**C** Moved by Councillor Friedlieb, supported by Councillor Johnson to approve the Resolution to Award the 10<sup>th</sup> & 13<sup>th</sup> Construction Project to Casper Construction in the amount of \$3,770,000.00. Motion Carried.

**D** Moved by Councillor Johnson, supported by Councillor Friedlieb to approve the Resolution for the Professional Services Agreement for 6<sup>th</sup> & 17<sup>th</sup> Construction in the amount of \$230,000. Motion Carried.

**E Moved by Councillor Friedlieb, supported by Councillor Johnson to approve the Resolution for the Professional Services Agreement for 10<sup>th</sup> & 13<sup>th</sup> Construction. Motion Carried.**

Reid gave an update on the alley project and stated that it will not begin until 2025. There are easement issues and they continuing to resolve them. Another public hearing may need to be held on the project. Councillor Friedlieb questioned the potential for change orders. Reid noted there is contingency built into the project costs to cover that.

#### BUILDINGS & GROUNDS

Jenny Bourbonais noted there are five properties that are tax forfeit. The County makes a change to the conservation list and if the city would like to reclassify they are able to. There are other tax forfeit in the residential areas and can be combined with area properties for potential building. The commercial property for the Mirage is tax forfeit and it could remain on the conservation list. Councillor Johnson discussed keeping the Mirage on the current non-conservation list. The Council agreed the remaining parcels could be re-classified as they can be potential come buildable property.

**F Moved by Councillor Johnson, supported by Councillor Motley to approve re-classify the four residential properties on the non-conservation list. Motion Carried.**

**G Moved by Councillor Johnson, supported by Councillor Motley to approve leaving the Commercial property for the Mirage Bar on the non-conservation list. Motion Carried.**

The Council reviewed the City owned lists of buildings for the potential steam conversions. Councillor Johnson stated that each of the buildings may have different options regarding the upgrades and would like staff to make recommendations for each building.

**H Moved by Councillor Johnson, supported by Councillor Biondich to direct staff to devise a plan for each of the City owned buildings regarding the future steam conversion. Motion Carried.**

#### OTHER ITEMS OF CONCERN:

Monthly Financial Reports – February 2024- Councillor Paulsen questioned the Tennis for All reports and the cost of sales at the Iron Trail Motors Event Center. See-Benes stated the reports are from Finley and Caselle has the reports combined. The Iron Trail Motors is currently about \$200,000 in the negative. See-Benes stated that the potential reservations scheduled are \$397,000 which if all occurred today would cover the deficit. As promised staff will continue to narrow down on the costs at the event center.

Britt See-Benes stated that the newer vehicles have a tracking devise installed and is recommending to implement a Vehicle Tracking Policy in the City. The attorney stated that this is data and is a good policy for implementing for tracking data. Jim Rostvit, Public Works Director noted that some of the equipment has the device installed and can help with defining accidents or when a vehicle has a default.

**I Moved by Councillor Johnson, supported by Councillor Motley to approve implementing the Vehicle Tracking Policy for safety purposes. Motion Carried.**

Britt See-Benes noted that in the packet is information on the Spongy Moth Management and Meeting Locations.



**J, K, L**

**Moved by Councillor Motley, supported by Councillor Johnson to approve the Resolutions to hire three Patrol Officers, M Sand, J Collotzi and E DelGreco contingent upon successfully passing the background and pre-employment physical and POST Board Licensure. Motion Carried.**

Britt See-Benes noted that residents asked if there would be a credit to the utility bills regarding the non-pickup of garbage fees during the strike. Roll offs were purchased during the strike to help with the garbage. Mayor Cuffe, Jr. noted that some people did empty their own garbage during this time. Councillor Motley noted that she isn't in favor of giving a full month credit as it was only a week. Attorney Lindsay stated that if it does affect the Council it doesn't mean that you would need to abstain but consider what the best practice would be.

**M**

**Moved by Councillor Johnson, supported by Councillor Friedlieb to direct staff to provide information on the credit amounts for 1, 2, and 3 week refunds for residential and commercial garbage. Motion Carried.**

Councillor Motley asked if there is any way to save money for the garbage costs. See-Benes stated that they did have a proposal from a company for individual dumpsters in the past and will review the proposal.

Mayor Cuffe, Jr. stated that moving forward for the next three years the City will have challenges. Most of the calls received have been extremely visceral and the City is going forward with projects for street improvements. The streets that are getting improvements are based on the City Engineer review of streets in the City and funding that is available. The staff is looking at how the City will be funding projects going forward.

Councillor Friedlieb stated he received a call regarding a residential property and if a group home is allowed in the area. Jenny Bourbonais, Community Development Planner noted that a determination is based on what a property is zoned and requested that information be forwarded to her to make the determination and contract the person with the question. When a home is being sold the zoning information is on the County website and linked to the City Ordinances but staff does recommend to call the office to answer questions appropriately.

Mayor Cuffe, Jr. noted a meeting was held regarding Northern Heights and making a plan on how to proceed in the Honda Hills area with future development.

Meeting adjourned at 10:00 a.m.

COUNCIL CHAMBERS

Resolution No.

City of Virginia, Minnesota, March 26, 2024

Resolution authorizing the City of Virginia to approve the bid from Mesabi Bituminous for the 6<sup>th</sup> Avenue West & 17<sup>th</sup> Street South 2023 Street Construction & Infrastructure Project.

Resolved by the City Council of the City of Virginia, that

WHEREAS, S.E.H requested bids for the 6<sup>th</sup> Avenue West & 17<sup>th</sup> Street South Street Construction Project; and

WHEREAS, the engineers estimate was \$3,078,581.50; and

WHEREAS, three bids were received and opened on March 12, 2024; and

WHEREAS, the three bids received are as follows:

- Mesabi Bituminous \$3,028,895.61
- KGM Contractors \$3,237,377.50
- TNT Construction Group, LLC \$3,293,800.00

WHEREAS, S.E.H. has reviewed the bids and recommends awarding the project to the lower bidder; and

WHEREAS, the low bidder is Mesabi Bituminous and submitted a bid in the amount of \$3,028,895.61; and

NOW THEREFORE, BE IT RESOLVED, the City of Virginia approves the recommendation to award the 6<sup>th</sup> Avenue West & 17<sup>th</sup> Street South 2023 Street Construction and Infrastructure Project in the amount of \$3,028,895.61 to Mesabi Bituminous.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute any documents necessary in awarding the bid.

Moved by Councillor , supported by Councillor that the above resolution be adopted this 26<sup>th</sup> day of March 2024.

Ayes: Councillor

Nays:



Building a Better World  
for All of Us®

March 14, 2024

RE: 2023 Street & Infrastructure  
Improvements – 6th Ave W & 17th St S  
Virginia, Minnesota  
SEH No. VIRGI 160617 14.00

Honorable Mayor and City Council  
City of Virginia  
327 1st Street South  
Virginia, MN 55792

Dear Honorable Mayor and City Council:

Bids were opened online via QuestCDN at 10:00 a.m. on March 14, 2024, for the above-referenced improvement. The low bid was submitted by Mesabi Bituminous of Gilbert, Minnesota in the amount of \$3,028,895.61. A complete tabulation of bids is enclosed.

We know of no reason the project should not be awarded to the low bidder for the amount of \$3,028,895.61.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Matthew Reid".

Matthew J. Reid, PE  
Sr. Project Manager  
(Lic. MN)

hr  
Enclosure

x:\uz\lvirgi\160617\1-gen\14-corr\6th and 17th\el-owner project recommendation.docx



# TABULATION OF BIDS

1

2

3

2023 STREET & INFRASTRUCTURE IMPROVEMENTS 6TH AVE W & 17TH ST S VIRGINIA, MN SEH No.: VIRGI 160617 Bid Date: THURSDAY, MARCH 14, 2024 @ 10:00 A.M.				Engineer's Estimate		Mesabi Bituminous, Inc.		KGM Contractors, Inc.		TNT Construction Group, LLC	
Shaded area denotes corrected figure				\$3,078,581.50		\$3,028,895.61		\$3,237,377.50		\$3,293,800.00	
Item No.	Item	Unit	EST. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION	LUMP SUM	1	\$143,000.00	\$143,000.00	\$150,000.00	\$150,000.00	\$214,000.00	\$214,000.00	\$199,355.75	\$199,355.75
2	CLEARING	EACH	2	750.00	1,500.00	300.00	600.00	385.00	770.00	200.00	400.00
3	GRUBBING	EACH	36	750.00	27,000.00	400.00	14,400.00	385.00	13,860.00	125.00	4,500.00
4	REMOVE PIPE APRON	EACH	1	200.00	200.00	526.75	526.75	270.00	270.00	375.00	375.00
5	REMOVE SANITARY STRUCTURE	EACH	8	750.00	6,000.00	1,042.75	8,342.00	485.00	3,880.00	800.00	6,400.00
6	REMOVE CURB STOP & BOX	EACH	9	500.00	4,500.00	526.75	4,740.75	215.00	1,935.00	100.00	900.00
7	REMOVE DRAINAGE STRUCTURE	EACH	21	750.00	15,750.00	623.50	13,093.50	485.00	10,185.00	500.00	10,500.00
8	REMOVE STEAM STRUCTURE	EACH	6	2,000.00	12,000.00	1,827.50	10,965.00	485.00	2,910.00	800.00	4,800.00
9	REMOVE HYDRANT	EACH	4	750.00	3,000.00	451.50	1,806.00	295.00	1,180.00	350.00	1,400.00
10	REMOVE GATE VALVE	EACH	8	500.00	4,000.00	526.75	4,214.00	270.00	2,160.00	150.00	1,200.00
11	REMOVE SIGN	EACH	28	250.00	7,000.00	43.00	1,204.00	26.50	742.00	40.00	1,120.00
12	REMOVE CONCRETE STEPS	EACH	10	1,000.00	10,000.00	500.00	5,000.00	725.00	7,250.00	30.00	300.00
13	REMOVE LIGHTING UNIT	EACH	10	1,000.00	10,000.00	295.00	2,950.00	292.00	2,920.00	275.00	2,750.00
14	REMOVE LIGHT FOUNDATION	EACH	6	1,100.00	6,600.00	405.00	2,430.00	400.00	2,400.00	375.00	2,250.00
15	SALVAGE SIGN	EACH	1	250.00	250.00	43.00	43.00	26.50	26.50	40.00	40.00
16	SALVAGE STEPS	EACH	1	500.00	500.00	200.00	200.00	725.00	725.00	350.00	350.00
17	SALVAGE RAILING	EACH	2	500.00	1,000.00	200.00	400.00	365.00	730.00	40.00	80.00
18	SALVAGE BOLLARD	EACH	8	200.00	1,600.00	200.00	1,600.00	400.00	3,200.00	40.00	320.00
19	REMOVE WATER MAIN	LIN FT	1915	9.00	17,235.00	4.30	8,234.50	3.50	6,702.50	3.50	6,702.50
20	REMOVE WATER SERVICE PIPE	LIN FT	185	9.00	1,665.00	3.25	601.25	3.25	601.25	3.00	555.00
21	REMOVE SANITARY SERVICE PIPE	LIN FT	500	9.00	4,500.00	4.30	2,150.00	3.25	1,625.00	3.50	1,750.00
22	REMOVE SEWER PIPE (SANITARY)	LIN FT	1415	9.00	12,735.00	5.40	7,641.00	3.25	4,598.75	5.25	7,428.75
23	REMOVE FORCE MAIN	LIN FT	45	20.00	900.00	5.40	243.00	5.50	247.50	5.00	225.00
24	REMOVE SEWER PIPE (STORM)	LIN FT	2330	14.00	32,620.00	6.50	15,145.00	7.50	17,475.00	14.00	32,620.00
25	REMOVE SEWER PIPE CULVERT	LIN FT	85	15.00	1,275.00	6.50	552.50	8.50	722.50	10.75	913.75
26	REMOVE STEAM PIPE	LIN FT	700	50.00	35,000.00	43.00	30,100.00	6.50	4,550.00	38.00	26,600.00
27	REMOVE CONCRETE CURB	LIN FT	4755	7.00	33,285.00	2.60	12,363.00	3.65	17,355.75	3.60	17,118.00
28	REMOVE RETAINING WALL	LIN FT	41	25.00	1,025.00	15.00	615.00	36.00	1,476.00	40.00	1,640.00
29	REMOVE UNDERGROUND WIRE	LIN FT	1250	2.00	2,500.00	1.60	2,000.00	1.60	2,000.00	1.50	1,875.00
30	REMOVE OVERHEAD CABLE	LIN FT	1225	5.00	6,125.00	2.15	2,633.75	2.15	2,633.75	2.00	2,450.00
31	SALVAGE CHAIN LINK FENCE	LIN FT	245	10.00	2,450.00	5.00	1,225.00	21.00	5,145.00	15.00	3,675.00
32	SALVAGE LANDSCAPE ROCK	SQ YD	25	20.00	500.00	10.00	250.00	72.00	1,800.00	15.00	375.00
33	SALVAGE RANDOM RIPRAP	CU YD	1	20.00	20.00	20.00	20.00	750.00	750.00	250.00	250.00
34	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	400	9.00	3,600.00	3.25	1,300.00	2.50	1,000.00	3.00	1,200.00
35	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	935	6.00	5,610.00	2.75	2,571.25	2.00	1,870.00	2.50	2,337.50
36	REMOVE BITUMINOUS PAVEMENT	SQ YD	9560	5.00	47,800.00	5.00	47,800.00	2.75	26,290.00	3.25	31,070.00
37	REMOVE CONCRETE PAVEMENT	SQ YD	185	15.00	2,775.00	10.00	1,850.00	14.50	2,682.50	7.25	1,341.25
38	REMOVE CONCRETE WALK	SQ YD	2440	9.00	21,960.00	6.00	14,640.00	7.25	17,690.00	5.00	12,200.00
39	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	130	10.00	1,300.00	6.00	780.00	14.50	1,885.00	5.50	715.00
40	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	245	12.00	2,940.00	10.00	2,450.00	9.65	2,364.25	8.00	1,960.00
41	REMOVE AGGREGATE	CU YD	5	13.00	65.00	100.00	500.00	150.00	750.00	25.00	125.00
42	COMMON EXCAVATION (P)	CU YD	6200	20.00	124,000.00	20.00	124,000.00	20.50	127,100.00	20.00	124,000.00
43	ROCK EXCAVATION	CU YD	50	100.00	5,000.00	75.00	3,750.00	190.00	9,500.00	40.00	2,000.00
44	SUBGRADE EXCAVATION	CU YD	200	25.00	5,000.00	20.00	4,000.00	32.00	6,400.00	12.00	2,400.00
45	DEWATERING	LUMP SUM	1	7,200.00	7,200.00	7,850.00	7,850.00	2,750.00	2,750.00	1.00	1.00





# TABULATION OF BIDS

2023 STREET & INFRASTRUCTURE IMPROVEMENTS 6TH AVE W & 17TH ST S VIRGINIA, MN SEH No.: VIRGI 160617 Bid Date: THURSDAY, MARCH 14, 2024 @ 10:00 A.M.				Engineer's Estimate \$3,078,581.50	Mesabi Bituminous, Inc. \$3,028,895.61	KGM Contractors, Inc. \$3,237,377.50	TNT Construction Group, LLC \$3,293,800.00
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Item No.	Item	Unit	Est. Quantity	Engineer's Estimate		Mesabi Bituminous, Inc.		KGM Contractors, Inc.		TNT Construction Group, LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
46	GEOTEXTILE FABRIC TYPE 7	SQ YD	9700	5.00	48,500.00	3.25	31,525.00	3.75	36,375.00	2.50	24,250.00
47	AGGREGATE SURFACING (CV) CLASS 5	CU YD	5	40.00	200.00	100.00	500.00	40.00	200.00	90.00	450.00
48	COMMON LABORERS	HOUR	192	125.00	24,000.00	95.00	18,240.00	110.00	21,120.00	100.00	19,200.00
49	1.5 CU YD BACKHOE	HOUR	64	250.00	16,000.00	225.00	14,400.00	225.00	14,400.00	350.00	22,400.00
50	SKID LOADER	HOUR	64	150.00	9,600.00	185.00	11,840.00	160.00	10,240.00	175.00	11,200.00
51	AGGREGATE BASE (CV) CLASS 5	CU YD	1695	40.00	67,800.00	36.00	61,020.00	44.50	75,427.50	50.00	84,750.00
52	AGGREGATE BASE (CITY FURNISHED RECYCLED	CU YD	3060	25.00	76,500.00	18.00	55,080.00	26.50	81,090.00	18.00	55,080.00
53	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	30	30.00	900.00	10.75	322.50	16.00	480.00	10.00	300.00
54	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	1390	6.00	8,340.00	3.00	4,170.00	3.00	4,170.00	3.00	4,170.00
55	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	1060	90.00	95,400.00	80.00	84,800.00	72.00	76,320.00	84.00	89,040.00
56	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	2095	85.00	178,075.00	78.00	163,410.00	71.00	148,745.00	82.00	171,790.00
57	TRENCH BACKFILL (CV)	CU YD	200	20.00	4,000.00	26.00	5,200.00	26.50	5,300.00	1.00	200.00
58	CONCRETE STAIRWAY	EACH	10	2,500.00	25,000.00	1,610.00	16,100.00	5,000.00	50,000.00	4,775.00	47,750.00
59	INSTALL RETAINING WALL	LIN FT	41	45.00	1,845.00	75.00	3,075.00	300.00	12,300.00	125.00	5,125.00
60	4" PERF PE PIPE DRAIN	LIN FT	4670	12.00	56,040.00	8.00	37,360.00	11.50	53,705.00	12.00	56,040.00
61	12" RC PIPE APRON	EACH	1	1,000.00	1,000.00	1,830.00	1,830.00	1,290.00	1,290.00	1,575.00	1,575.00
62	TRASH GUARD FOR 12" PIPE	EACH	1	1,000.00	1,000.00	1,290.00	1,290.00	805.00	805.00	650.00	650.00
63	12" RC PIPE SEWER DES 3006 CL V	LIN FT	805	65.00	52,325.00	75.25	60,576.25	89.00	71,645.00	95.00	76,475.00
64	15" RC PIPE SEWER DES 3006 CL V	LIN FT	136	70.00	9,520.00	83.00	11,288.00	95.75	13,022.00	119.00	16,184.00
65	18" RC PIPE SEWER DES 3006 CL V	LIN FT	220	80.00	17,600.00	88.00	19,360.00	105.00	23,100.00	107.00	23,540.00
66	24" RC PIPE SEWER DES 3006 CL III	LIN FT	1193	100.00	119,300.00	106.50	127,054.50	133.00	158,669.00	114.00	136,002.00
67	30" RC PIPE SEWER DES 3006 CL III	LIN FT	208	125.00	26,000.00	150.50	31,304.00	173.00	35,984.00	152.00	31,616.00
68	36" RC PIPE SEWER DES 3006 CL III	LIN FT	83	150.00	12,450.00	193.50	16,060.50	215.00	17,845.00	198.00	16,434.00
69	18" PIPE CULVERT	LIN FT	71	75.00	5,325.00	88.25	6,265.75	86.00	6,106.00	68.00	4,828.00
70	8" DUCTILE IRON PIPE SEWER	LIN FT	5	150.00	750.00	126.00	630.00	132.00	660.00	220.00	1,100.00
71	6" PVC SANITARY SERVICE PIPE	LIN FT	890	50.00	44,500.00	82.80	73,692.00	63.50	56,515.00	110.00	97,900.00
72	8" PVC PIPE SEWER	LIN FT	10	80.00	800.00	90.50	905.00	98.00	980.00	91.00	910.00
73	15" PVC PIPE SEWER	LIN FT	1120	115.00	128,800.00	110.75	124,040.00	137.75	154,280.00	124.00	138,880.00
74	8" C900 PIPE SEWER	LIN FT	70	85.00	5,950.00	84.00	5,880.00	108.50	7,595.00	83.00	5,810.00
75	8" C900 PIPE SEWER - FORCE MAIN	LIN FT	35	90.00	3,150.00	98.00	3,430.00	138.00	4,830.00	108.00	3,780.00
76	12" C900 PIPE SEWER	LIN FT	35	95.00	3,325.00	113.00	3,955.00	145.00	5,075.00	115.00	4,025.00
77	15" C900 PIPE SEWER	LIN FT	165	115.00	18,975.00	129.00	21,285.00	167.00	27,555.00	150.00	24,750.00
78	BYPASS PUMPING-GRAVITY	LUMP SUM	1	11,400.00	11,400.00	32,250.00	32,250.00	45,250.00	45,250.00	40,000.00	40,000.00
79	BYPASS PUMPING-FORCE MAIN	LUMP SUM	1	11,400.00	11,400.00	5,375.00	5,375.00	16,150.00	16,150.00	25,000.00	25,000.00
80	CONNECT TO EXISTING SANITARY SEWER	EACH	6	2,000.00	12,000.00	700.00	4,200.00	1,100.00	6,600.00	2,400.00	14,400.00
81	CONNECT TO EXISTING STORM SEWER	EACH	7	1,500.00	10,500.00	970.00	6,790.00	1,290.00	9,030.00	775.00	5,425.00
82	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	2,500.00	2,500.00	540.00	540.00	1,615.00	1,615.00	775.00	775.00
83	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	27	500.00	13,500.00	270.00	7,290.00	215.00	5,805.00	350.00	9,450.00
84	15"X6" PVC WYE	EACH	27	1,250.00	33,750.00	1,290.00	34,830.00	1,185.00	31,995.00	1,500.00	40,500.00
85	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	1435	3.00	4,305.00	2.70	3,874.50	2.15	3,085.25	1.85	2,654.75
86	TEMPORARY WATER SERVICE	LUMP SUM	1	26,000.00	26,000.00	11,825.00	11,825.00	16,250.00	16,250.00	38,800.00	38,800.00
87	CONNECT TO EXISTING WATER MAIN	EACH	11	2,500.00	27,500.00	2,050.00	22,550.00	1,500.00	16,500.00	1,825.00	20,075.00
88	CONNECT TO EXISTING WATER SERVICE	EACH	15	550.00	8,250.00	595.00	8,925.00	325.00	4,875.00	300.00	4,500.00
89	HYDRANT	EACH	7	6,500.00	45,500.00	8,225.00	57,575.00	11,500.00	80,500.00	8,500.00	59,500.00
90	HYDRANT EXTENSION	EACH	7	1,300.00	9,100.00	1,935.00	13,545.00	2,050.00	14,350.00	1,000.00	7,000.00



**TABULATION OF BIDS**

<b>2023 STREET &amp; INFRASTRUCTURE IMPROVEMENTS 6TH AVE W &amp; 17TH ST S</b> VIRGINIA, MN SEH No.: VIRGI 160617 Bid Date: THURSDAY, MARCH 14, 2024 @ 10:00 A.M.				Engineer's Estimate \$3,078,581.50	Mesabi Bituminous, Inc. \$3,028,895.61	KGM Contractors, Inc. \$3,237,377.50	TNT Construction Group, LLC \$3,293,800.00
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Item No.	Item	Unit	EST Quantity	Engineer's Estimate		Mesabi Bituminous, Inc.		KGM Contractors, Inc.		TNT Construction Group, LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
91	1" TAPPING TEE WITH ELECTROFUSION SADDLE	EACH	15	550.00	8,250.00	612.00	9,180.00	375.00	5,625.00	450.00	6,750.00
92	6" GATE VALVE AND BOX	EACH	7	3,000.00	21,000.00	3,760.00	26,320.00	4,500.00	31,500.00	3,150.00	22,050.00
93	8" GATE VALVE AND BOX	EACH	17	4,000.00	68,000.00	4,730.00	80,410.00	5,600.00	95,200.00	4,200.00	71,400.00
94	1" CURB STOP AND BOX	EACH	15	800.00	12,000.00	914.00	13,710.00	800.00	12,000.00	885.00	13,275.00
95	1" WATER SERVICE PIPE	LIN FT	330	40.00	13,200.00	56.00	18,480.00	56.00	18,480.00	147.00	48,510.00
96	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	90	95.00	8,550.00	106.50	9,585.00	130.00	11,700.00	98.00	8,820.00
97	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	195	115.00	22,425.00	122.50	23,887.50	150.00	29,250.00	109.00	21,255.00
98	8" WATERMAIN HDPE	LIN FT	1720	75.00	129,000.00	78.50	135,020.00	78.50	135,020.00	68.00	116,960.00
99	4" INSULATION	SQ YD	470	40.00	18,800.00	81.70	38,999.00	70.00	32,900.00	50.00	23,500.00
100	WATERMAIN FITTINGS	POUND	3030	20.00	60,600.00	27.00	81,810.00	15.00	45,450.00	29.00	87,870.00
101	CASTING ASSEMBLY	EACH	37	1,250.00	46,250.00	1,720.00	63,640.00	1,500.00	55,500.00	1,725.00	63,825.00
102	ADJUST FRAME & RING CASTING	EACH	1	575.00	575.00	455.00	455.00	400.00	400.00	750.00	750.00
103	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	30.97	500.00	15,485.00	398.00	12,326.06	395.00	12,233.15	510.00	15,794.70
104	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-	LIN FT	120.76	600.00	72,456.00	570.00	68,833.20	630.00	76,078.80	525.00	63,399.00
105	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-	LIN FT	36.37	750.00	27,277.50	820.00	29,823.40	950.00	34,551.50	815.00	29,641.55
106	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-	LIN FT	19.43	900.00	17,487.00	1,045.00	20,304.35	1,345.00	26,133.35	1,075.00	20,887.25
107	CONSTRUCT SANITARY MANHOLE	LIN FT	62.7	650.00	40,755.00	750.00	47,025.00	735.00	46,084.50	785.00	49,219.50
108	4" CONCRETE WALK	SQ FT	16625	6.00	99,750.00	6.80	113,050.00	7.00	116,375.00	9.00	149,625.00
109	6" CONCRETE WALK	SQ FT	1410	12.00	16,920.00	13.00	18,330.00	12.25	17,272.50	16.00	22,560.00
110	6" CONCRETE WALK-REINFORCED	SQ FT	1925	12.00	23,100.00	13.00	25,025.00	13.95	26,853.75	17.25	33,206.25
111	CONCRETE CURB AND GUTTER DESIGN D	LIN FT	2340	25.00	58,500.00	30.50	71,370.00	29.00	67,860.00	24.50	57,330.00
112	CONCRETE CURB AND GUTTER DESIGN B	LIN FT	2275	20.00	45,500.00	28.00	63,700.00	30.00	68,250.00	24.50	55,737.50
113	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	670	100.00	67,000.00	86.00	57,620.00	92.00	61,640.00	105.00	70,350.00
114	TRUNCATED DOMES	SQ FT	255	65.00	16,575.00	59.25	15,108.75	32.50	8,287.50	60.00	15,300.00
115	CONSTRUCT SURVEY MONUMENT	EACH	5	800.00	4,000.00	800.00	4,000.00	525.00	2,625.00	2,725.00	13,625.00
116	INSTALL BOLLARD	EACH	8	800.00	6,400.00	300.00	2,400.00	1,075.00	8,600.00	225.00	1,800.00
117	INSTALL RAILING	EACH	2	2,000.00	4,000.00	700.00	1,400.00	725.00	1,450.00	425.00	850.00
118	INSTALL CHAIN LINK FENCE	LIN FT	245	15.00	3,675.00	59.13	14,486.85	42.00	10,290.00	57.00	13,965.00
119	INSTALL LANDSCAPE ROCK	SQ YD	25	20.00	500.00	20.00	500.00	72.00	1,800.00	30.00	750.00
120	INSTALL RANDOM RIPRAP	CU YD	1	20.00	20.00	100.00	100.00	145.00	145.00	170.00	170.00
121	LIGHTING UNIT TYPE SPECIAL	EACH	10	5,500.00	55,000.00	5,700.00	57,000.00	5,625.00	56,250.00	5,300.00	53,000.00
122	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	10	1,500.00	15,000.00	1,010.00	10,100.00	994.50	9,945.00	938.00	9,380.00
123	SERVICE EQUIPMENT	EACH	1	3,000.00	3,000.00	1,235.00	1,235.00	1,220.00	1,220.00	1,150.00	1,150.00
124	2" NON-METALLIC CONDUIT	LIN FT	1160	9.00	10,440.00	10.45	12,122.00	10.30	11,948.00	9.70	11,252.00
125	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	3810	2.00	7,620.00	2.05	7,810.50	2.00	7,620.00	1.90	7,239.00
126	TRAFFIC CONTROL	LUMP SUM	1	15,000.00	15,000.00	10,100.00	10,100.00	11,500.00	11,500.00	29,000.00	29,000.00
127	INSTALL SIGN PANEL	EACH	1	500.00	500.00	162.00	162.00	160.00	160.00	150.00	150.00
128	SIGN PANELS TYPE C	SQ FT	122	75.00	9,150.00	70.00	8,540.00	58.00	7,076.00	65.00	7,930.00
129	SIGN PANELS TYPE D	SQ FT	33	125.00	4,125.00	64.50	2,128.50	74.25	2,450.25	60.00	1,980.00
130	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	7,200.00	7,200.00	1,000.00	1,000.00	2,800.00	2,800.00	8,500.00	8,500.00
131	STORM DRAIN INLET PROTECTION	EACH	58	250.00	14,500.00	215.00	12,470.00	210.00	12,180.00	150.00	8,700.00
132	SILT FENCE, TYPE MS	LIN FT	60	5.00	300.00	4.85	291.00	4.75	285.00	5.25	315.00
133	SOIL BED PREPARATION	ACRE	0.95	10,000.00	9,500.00	600.00	570.00	585.00	555.75	850.00	807.50
134	COMMON TOPSOIL BORROW	CU YD	535	50.00	26,750.00	60.00	32,100.00	40.00	21,400.00	50.00	26,750.00
135	FERTILIZER TYPE 3	POUND	200	3.00	600.00	1.60	320.00	1.60	320.00	1.00	200.00



**TABULATION OF BIDS**

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2023 STREET & INFRASTRUCTURE IMPROVEMENTS 6TH AVE W & 17TH ST S VIRGINIA, MN SEH No.: VIRGI 160617 Bid Date: THURSDAY, MARCH 14, 2024 @ 10:00 A.M.				Engineer's Estimate \$3,078,581.50		Mesabi Bituminous, Inc. \$3,028,895.61		KGM Contractors, Inc. \$3,237,377.50		TNT Construction Group, LLC \$3,293,800.00	
Shaded area denotes corrected figure											
Item No.	Item	Unit	EST. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
136	SODDING TYPE LAWN	SQ YD	4755	10.00	47,550.00	10.60	50,403.00	10.45	49,689.75	9.90	47,074.50
137	4" SOLID LINE PAINT	LIN FT	1180	2.00	2,360.00	1.25	1,475.00	1.50	1,770.00	2.00	2,360.00
138	24" SOLID LINE PAINT	LIN FT	173	5.00	865.00	3.00	519.00	9.00	1,557.00	8.00	1,384.00
139	CURB & GUTTER PAINT - YELLOW	LIN FT	758	2.00	1,516.00	2.00	1,516.00	5.15	3,903.70	4.00	3,032.00
140	CURB & GUTTER PAINT - RED	LIN FT	135	2.00	270.00	2.00	270.00	14.70	1,984.50	4.00	540.00
141	B618 VALLEY GUTTER	LIN FT	305	25.00	7,625.00	30.25	9,226.25	27.10	8,265.50	29.60	9,028.00
<b>TOTAL BID PRICE</b>					<b>\$3,078,581.50</b>		<b>\$3,028,895.61</b>		<b>\$3,237,377.50</b>		<b>\$3,293,800.00</b>

Resolution No.

City of Virginia, Minnesota, March 26, 2024

Resolution authorizing the City of Virginia to approve the bid from Casper Construction for the 10<sup>th</sup> Avenue West & 13<sup>th</sup> Street South 2023 Street Construction & Infrastructure Project.

Resolved by the City Council of the City of Virginia, that

**WHEREAS, S.E.H requested bids for the 10<sup>th</sup> Avenue West & 13<sup>th</sup> Street South Street Construction Project; and**

**WHEREAS, the engineers estimate was \$3,333,989.50**

**WHEREAS, two bids were received and opened on March 12, 2024; and**

**WHEREAS, the two bids received are as follows:**

- **Casper Construction** **\$3,770,000.00**
- **Utility Systems of America** **\$4,182,795.70**

**WHEREAS, S.E.H. has reviewed the bids and recommends awarding the project to the lower bidder; and**

**WHEREAS, the low bidder is Casper Constructions and submitted a bid in the amount of \$3,770,000.00; and**

**NOW THEREFORE, BE IT RESOLVED, the City of Virginia approves the recommendation to award the 10<sup>th</sup> Avenue West & 13<sup>th</sup> Street South 2023 Street Construction and Infrastructure Project in the amount of \$3,770,000.00 to Casper Construction.**

**BE IT FURTHER RESOLVED that the Mayor is authorized to execute any documents necessary in awarding the bid.**

Moved by Councillor , supported by Councillor that the above resolution be adopted this 26<sup>th</sup> day of March 2024.

Ayes: **Councillor**

Nays:





Building a Better World  
for All of Us<sup>®</sup>

March 14, 2024

RE: 2023 Street & Infrastructure  
Improvements – 10th Ave W & 13th St S  
Virginia, Minnesota  
SEH No. VIRGI 160617 14.00

Honorable Mayor and City Council  
City of Virginia  
327 1st Street South  
Virginia, MN 55792

Dear Honorable Mayor and City Council:

Bids were opened online via QuestCDN at 10:00 a.m. on March 12, 2024, for the above-referenced improvement. The low bid was submitted by Casper Construction of Grand Rapids, Minnesota in the amount of \$3,770,000.00. A complete tabulation of bids is enclosed.

We know of no reason the project should not be awarded to the low bidder for the amount of \$3,770,000.00.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Matthew Reid".

Matthew J. Reid, PE  
Sr. Project Manager  
(Lic. MN)

hr  
Enclosure

x:\uz\w\virg\160617\1-gen\14-corr\10th and 13th\el-owner project recommendation.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 615 9th Street North, Virginia, MN 55792-3761  
216.741.4284 | 888.908.8168 fax | [sehinc.com](http://sehinc.com)

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



# TABULATION OF BIDS

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2023 STREET & INFRASTRUCTURE IMPROVEMENTS -10TH AVE W & 13TH ST S VIRGINIA, MN SEH No.: VIRGI 160617 Bid Date: TUESDAY, MARCH 12, 2024 @ 10:00 A.M.				Engineer's Estimate		CASPER CONSTRUCTION		UTILITY SYSTEMS OF AMERICA	
Shaded area denotes corrected figure				\$3,333,989.50		\$3,770,000.00		\$4,182,795.70	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION	LUMP SUM	1	\$152,500.00	\$152,500.00	\$188,652.35	\$188,652.35	\$250,000.00	\$250,000.00
2	TRAINEES	HOUR	425	1.00	425.00	100.00	42,500.00	60.00	25,500.00
3	CLEARING	EACH	15	750.00	11,250.00	375.00	5,625.00	500.00	7,500.00
4	GRUBBING	EACH	15	750.00	11,250.00	375.00	5,625.00	300.00	4,500.00
5	REMOVE SANITARY STRUCTURE	EACH	14	750.00	10,500.00	1,050.00	14,700.00	700.00	9,800.00
6	REMOVE CURB STOP & BOX	EACH	8	500.00	4,000.00	266.00	2,128.00	200.00	1,600.00
7	REMOVE DRAINAGE STRUCTURE	EACH	27	750.00	20,250.00	255.00	6,885.00	400.00	10,800.00
8	REMOVE HYDRANT	EACH	3	750.00	2,250.00	530.00	1,590.00	350.00	1,050.00
9	REMOVE GATE VALVE	EACH	7	500.00	3,500.00	215.00	1,505.00	250.00	1,750.00
10	REMOVE SIGN	EACH	20	250.00	5,000.00	60.50	1,210.00	55.00	1,100.00
11	REMOVE LIGHTING UNIT	EACH	7	1,000.00	7,000.00	390.00	2,730.00	400.00	2,800.00
12	SALVAGE SIGN	EACH	3	250.00	750.00	60.50	181.50	55.00	165.00
13	REMOVE OVERHEAD CABLE	LIN FT	150	5.00	750.00	4.00	600.00	6.00	900.00
14	REMOVE WATER MAIN	LIN FT	885	9.00	7,965.00	8.50	7,522.50	3.00	2,655.00
15	REMOVE WATER SERVICE PIPE	LIN FT	165	9.00	1,485.00	8.50	1,402.50	3.00	495.00
16	REMOVE SANITARY SERVICE PIPE	LIN FT	370	9.00	3,330.00	10.75	3,977.50	3.00	1,110.00
17	REMOVE SEWER PIPE (SANITARY)	LIN FT	3980	9.00	35,820.00	12.50	49,750.00	5.00	19,900.00
18	REMOVE SEWER PIPE (STORM)	LIN FT	1950	14.00	27,300.00	8.85	17,257.50	6.00	11,700.00
19	REMOVE CONCRETE CURB	LIN FT	4120	7.00	28,840.00	1.50	6,180.00	2.90	11,948.00
20	REMOVE UNDERGROUND WIRE	LIN FT	1365	2.00	2,730.00	1.00	1,365.00	2.10	2,866.50
21	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	213	9.00	1,917.00	6.65	1,416.45	5.00	1,065.00
22	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	559	6.00	3,354.00	2.50	1,397.50	3.50	1,956.50
23	REMOVE BITUMINOUS PAVEMENT	SQ YD	1607	5.00	8,035.00	4.85	7,793.95	4.25	6,829.75
24	REMOVE PAVEMENT	SQ YD	8650	15.00	129,750.00	9.50	82,175.00	15.75	136,237.50
25	REMOVE CONCRETE WALK	SQ YD	780	9.00	7,020.00	1.95	1,521.00	7.00	5,460.00
26	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	405	12.00	4,860.00	3.95	1,599.75	12.00	4,860.00
27	REMOVE AGGREGATE	CU YD	6	13.00	78.00	120.00	720.00	2.00	12.00
28	EXCAVATION - COMMON (P)	CU YD	8410	20.00	168,200.00	19.00	159,790.00	18.00	151,380.00
29	EXCAVATION - ROCK	CU YD	50	100.00	5,000.00	80.00	4,000.00	120.00	6,000.00
30	EXCAVATION - SUBGRADE	CU YD	3400	25.00	85,000.00	22.75	77,350.00	18.00	61,200.00
31	SELECT GRANULAR EMBANKMENT (CV)	CU YD	4540	22.00	99,880.00	27.50	124,850.00	29.00	131,660.00
32	DEWATERING	LUMP SUM	1	10,000.00	10,000.00	8,700.00	8,700.00	5,000.00	5,000.00
33	GEOTEXTILE FABRIC TYPE 7	SQ YD	10560	3.00	31,680.00	3.25	34,320.00	2.75	29,040.00
34	AGGREGATE SURFACING (CV) CLASS 5	CU YD	2	50.00	100.00	370.00	740.00	50.00	100.00
35	COMMON LABORERS	HOUR	120	125.00	15,000.00	100.00	12,000.00	80.00	9,600.00
36	1.5 CU YD BACKHOE	HOUR	40	250.00	10,000.00	226.00	9,040.00	250.00	10,000.00
37	SKID LOADER	HOUR	40	150.00	6,000.00	161.00	6,440.00	160.00	6,400.00
38	AGGREGATE BASE (CV) CLASS 5	CU YD	3597	40.00	143,880.00	44.50	160,066.50	44.50	160,066.50
39	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	30	30.00	900.00	11.50	345.00	10.00	300.00



**TABULATION OF BIDS**

1

2

2023 STREET & INFRASTRUCTURE IMPROVEMENTS -10TH AVE W & 13TH ST S VIRGINIA, MN SEH No.: VIRGI 160617 Bid Date: TUESDAY, MARCH 12, 2024 @ 10:00 A.M.				Engineer's Estimate		CASPER CONSTRUCTION		UTILITY SYSTEMS OF AMERICA	
Shaded area denotes corrected figure				\$3,333,989.50		\$3,770,000.00		\$4,182,795.70	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
40	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	1415	6.00	8,490.00	3.65	5,164.75	3.15	4,457.25
41	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	995	90.00	89,550.00	101.00	100,495.00	80.50	80,097.50
42	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	2289	85.00	194,565.00	98.50	225,466.50	78.50	179,686.50
43	TRENCH BACKFILL (CV)	CU YD	3400	20.00	68,000.00	20.75	70,550.00	20.00	68,000.00
44	4" PERF PE PIPE DRAIN	LIN FT	3744	12.00	44,928.00	9.50	35,568.00	12.50	46,800.00
45	8" PVC PIPE DRAIN CLEANOUT	EACH	1	1,500.00	1,500.00	1,815.00	1,815.00	1,200.00	1,200.00
46	12" RC PIPE SEWER DES 3006 CL V	LIN FT	1041	65.00	67,665.00	83.50	86,923.50	106.00	110,346.00
47	15" RC PIPE SEWER DES 3006 CL V	LIN FT	356	70.00	24,920.00	97.25	34,621.00	113.00	40,228.00
48	18" RC PIPE SEWER DES 3006 CL V	LIN FT	110	80.00	8,800.00	112.25	12,347.50	132.00	14,520.00
49	21" RC PIPE SEWER DES 3006 CL III	LIN FT	527	90.00	47,430.00	109.00	57,443.00	147.00	77,469.00
50	24" RC PIPE SEWER DES 3006 CL III	LIN FT	218	100.00	21,800.00	132.00	28,776.00	151.00	32,918.00
51	8" DUCTILE IRON PIPE SEWER	LIN FT	20	150.00	3,000.00	184.00	3,680.00	218.00	4,360.00
52	6" PVC PIPE SEWER	LIN FT	170	50.00	8,500.00	132.00	22,440.00	101.00	17,170.00
53	8" PVC PIPE SEWER	LIN FT	155	80.00	12,400.00	195.00	30,225.00	138.00	21,390.00
54	10" PVC PIPE SEWER	LIN FT	380	90.00	34,200.00	139.00	52,820.00	136.00	51,680.00
55	12" PVC PIPE SEWER	LIN FT	1360	100.00	136,000.00	149.00	202,640.00	243.00	330,480.00
56	15" PVC PIPE SEWER	LIN FT	595	115.00	68,425.00	170.00	101,150.00	313.00	186,235.00
57	24" PVC PIPE SEWER	LIN FT	1360	185.00	251,600.00	246.00	334,560.00	419.00	569,840.00
58	BYPASS PUMPING	LUMP SUM	1	40,000.00	40,000.00	70,000.00	70,000.00	40,000.00	40,000.00
59	CONNECT TO EXISTING SANITARY SEWER	EACH	10	2,000.00	20,000.00	2,375.00	23,750.00	5,000.00	50,000.00
60	CONNECT TO EXISTING STORM SEWER	EACH	4	1,500.00	6,000.00	275.00	1,100.00	1,000.00	4,000.00
61	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	2	2,500.00	5,000.00	1,550.00	3,100.00	1,200.00	2,400.00
62	CONNECT TO EXISTING SANITARY SEWER SERVICE	EACH	7	500.00	3,500.00	555.00	3,885.00	250.00	1,750.00
63	8"X6" PVC WYE	EACH	1	750.00	750.00	980.00	980.00	500.00	500.00
64	12"X6" PVC WYE	EACH	1	1,000.00	1,000.00	1,325.00	1,325.00	825.00	825.00
65	15"X6" PVC WYE	EACH	3	1,250.00	3,750.00	1,700.00	5,100.00	1,200.00	3,600.00
66	24"X6" PVC WYE	EACH	2	1,750.00	3,500.00	6,250.00	12,500.00	5,200.00	10,400.00
67	CLEAN AND VIDEO TAPE PIPE SEWER	LIN FT	3850	3.00	11,550.00	2.00	7,700.00	3.50	13,475.00
68	TEMPORARY WATER SERVICE	LUMP SUM	1	27,450.00	27,450.00	16,500.00	16,500.00	10,000.00	10,000.00
69	CONNECT TO EXISTING WATER MAIN	EACH	6	2,500.00	15,000.00	3,785.00	22,710.00	1,750.00	10,500.00
70	CONNECT TO EXISTING WATER SERVICE	EACH	6	550.00	3,300.00	1,133.00	6,798.00	600.00	3,600.00
71	HYDRANT	EACH	4	6,500.00	26,000.00	9,380.00	37,520.00	9,800.00	39,200.00
72	HYDRANT EXTENSION	EACH	4	1,300.00	5,200.00	1,765.00	7,060.00	2,000.00	8,000.00
73	1" TAPPING TEE WITH ELECTROFUSION SADDLE	EACH	6	550.00	3,300.00	430.00	2,580.00	400.00	2,400.00
74	6" GATE VALVE AND BOX	EACH	4	3,000.00	12,000.00	3,700.00	14,800.00	4,500.00	18,000.00
75	8" GATE VALVE AND BOX	EACH	4	4,000.00	16,000.00	4,845.00	19,380.00	5,500.00	22,000.00
76	1" CURB STOP AND BOX	EACH	6	800.00	4,800.00	975.00	5,850.00	1,000.00	6,000.00
77	1" WATER SERVICE PIPE	LIN FT	95	40.00	3,800.00	44.50	4,227.50	70.00	6,650.00
78	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	110	95.00	10,450.00	111.00	12,210.00	125.00	13,750.00



**TABULATION OF BIDS**

1

2

2023 STREET & INFRASTRUCTURE IMPROVEMENTS -10TH AVE W & 13TH ST S VIRGINIA, MN SEH No.: VIRGI 160617 Bid Date: TUESDAY, MARCH 12, 2024 @ 10:00 A.M.				Engineer's Estimate		CASPER CONSTRUCTION		UTILITY SYSTEMS OF AMERICA	
Shaded area denotes corrected figure				\$3,333,989.50		\$3,770,000.00		\$4,182,795.70	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
79	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	185	115.00	21,275.00	124.00	22,940.00	140.00	25,900.00
80	8" WATERMAIN HDPE	LIN FT	571	75.00	42,825.00	125.00	71,375.00	75.00	42,825.00
81	12" WATERMAIN HDPE	LIN FT	66	100.00	6,600.00	148.50	9,801.00	135.00	8,910.00
82	4" INSULATION	SQ YD	210	40.00	8,400.00	73.00	15,330.00	70.00	14,700.00
83	WATERMAIN FITTINGS	POUND	1530	20.00	30,600.00	30.50	46,665.00	23.00	35,190.00
84	CASTING ASSEMBLY	EACH	49	1,250.00	61,250.00	1,365.00	66,885.00	1,125.00	55,125.00
85	ADJUST FRAME & RING CASTING	EACH	1	575.00	575.00	415.00	415.00	400.00	400.00
86	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	49	500.00	24,500.00	365.00	17,885.00	440.00	21,560.00
87	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-	LIN FT	143	600.00	85,800.00	525.00	75,075.00	720.00	102,960.00
88	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-	LIN FT	30	750.00	22,500.00	850.00	25,500.00	840.00	25,200.00
89	CONSTRUCT SANITARY MANHOLE	LIN FT	314	650.00	204,100.00	650.00	204,100.00	745.00	233,930.00
90	4" CONCRETE WALK	SQ FT	7440	6.00	44,640.00	7.25	53,940.00	7.00	52,080.00
91	6" CONCRETE WALK	SQ FT	1775	12.00	21,300.00	14.50	25,737.50	13.00	23,075.00
92	6" CONCRETE WALK-REINFORCED	SQ FT	460	12.00	5,520.00	15.25	7,015.00	13.50	6,210.00
93	CONCRETE CURB AND GUTTER DESIGN D	LIN FT	1085	25.00	27,125.00	29.00	31,465.00	24.50	26,582.50
94	CONCRETE CURB AND GUTTER DESIGN B	LIN FT	2930	20.00	58,600.00	26.00	76,180.00	22.55	66,071.50
95	7" CONCRETE DRIVEWAY PAVEMENT	SQ YD	487	100.00	48,700.00	99.00	48,213.00	87.35	42,539.45
96	TRUNCATED DOMES	SQ FT	175	65.00	11,375.00	66.50	11,637.50	60.00	10,500.00
97	LIGHTING UNIT TYPE SPECIAL	EACH	7	5,500.00	38,500.00	7,250.00	50,750.00	5,400.00	37,800.00
98	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	7	1,500.00	10,500.00	1,750.00	12,250.00	1,325.00	9,275.00
99	SERVICE EQUIPMENT	EACH	1	3,000.00	3,000.00	2,250.00	2,250.00	1,700.00	1,700.00
100	HANDHOLE	EACH	1	2,700.00	2,700.00	3,900.00	3,900.00	2,425.00	2,425.00
101	2" NON-METALLIC CONDUIT	LIN FT	1720	9.00	15,480.00	6.25	10,750.00	9.00	15,480.00
102	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	410	30.00	12,300.00	32.00	13,120.00	18.00	7,380.00
103	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	6960	2.00	13,920.00	1.65	11,484.00	1.75	12,180.00
104	TRAFFIC CONTROL	LUMP SUM	1	15,250.00	15,250.00	15,200.00	15,200.00	13,200.00	13,200.00
105	INSTALL SIGN PANEL	EACH	3	500.00	1,500.00	245.00	735.00	210.00	630.00
106	SIGN PANELS TYPE C	SQ FT	85	75.00	6,375.00	91.00	7,735.00	80.00	6,800.00
107	SIGN PANELS TYPE D	SQ FT	40	125.00	5,000.00	91.00	3,640.00	80.00	3,200.00
108	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	7,630.00	7,630.00	9,850.00	9,850.00	2,000.00	2,000.00
109	STORM DRAIN INLET PROTECTION	EACH	47	250.00	11,750.00	245.00	11,515.00	315.00	14,805.00
110	SOIL BED PREPARATION	ACRE	0.8	20,000.00	16,000.00	1,000.00	800.00	3,000.00	2,400.00
111	COMMON TOPSOIL BORROW	CU YD	410	50.00	20,500.00	39.00	15,990.00	25.00	10,250.00
112	FERTILIZER TYPE 3	POUND	150	3.00	450.00	1.25	187.50	3.00	450.00
113	SODDING TYPE LAWN	SQ YD	3480	10.00	34,800.00	10.70	37,236.00	11.55	40,194.00
114	4" SOLID LINE PAINT	LIN FT	4685	1.50	7,027.50	1.25	5,856.25	1.05	4,919.25
115	24" SOLID LINE PAINT	LIN FT	200	3.00	600.00	9.65	1,930.00	8.50	1,700.00
116	CROSSWALK PAINT	SQ FT	670	5.00	3,350.00	4.85	3,249.50	4.50	3,015.00
<b>TOTAL BID PRICE</b>					<b>\$3,333,989.50</b>	<b>\$3,770,000.00</b>	<b>\$4,182,795.70</b>		



COUNCIL CHAMBERS

9.1D

Resolution No.

City of Virginia, Minnesota, March 26, 2024

Resolution to approve the Professional Services Agreement with Short, Elliott and Hendrickson, Inc., for the 6<sup>th</sup> Avenue West & 17<sup>th</sup> Street South 2023 Construction Street & Infrastructure Improvements

Resolved by the City Council of the City of Virginia, that

WHEREAS, SEH, proposes a professional services for the 6<sup>th</sup> Avenue West & 17<sup>th</sup> Street South 2023 Street construction Project; and

WHEREAS, the Virginia City Council accepts the proposal from SEH in the amount of \$230,000 providing services to construction administration, staking and observation for 6<sup>th</sup> Avenue West and 17<sup>th</sup> Street South; and

WHEREAS, the additional work consists of the following; and

TASK	BILLING METHOD	FEE
Construction Services	Hourly, plus reimbursable expenses, not to exceed breakdown below	\$230,000
Construction Administration		\$85,500
Construction Staking		\$38,500
Construction Observation		\$106,000

NOW, THEREFORE, BE IT RESOLVED to approve the Professional Services Agreement with Short, Elliott and Hendrickson, Inc., for the 6<sup>th</sup> Avenue West & 17<sup>th</sup> Street South 2023 Street Project in the amount of \$230,000; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the necessary documents for said professional services amendment.

Moved by Councillor , supported by Councillor that the above resolution was adopted 26<sup>th</sup> day of March 2024.

Ayes: Councillor

Nays:

## Agreement for Professional Services

This Agreement is effective as of March 19, 2024, between City of Virginia, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **6th & 17th Construction**

**Client's Authorized Representative:** Britt See-Benes  
**Address:** 327 1st Street South, Virginia, Minnesota 55792, United States  
**Telephone:** 218.749.3573 **email:** britts@virginiamn.us

**Project Manager:** Matt Reid  
**Address:** 615 9th Street North, Virginia, Minnesota 55792  
**Telephone:** 218.305.4725 **email:** mreid@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

### **Construction Services (Administration, Observation, and Staking):**

- Project management tasks, including contract preparation and invoicing.
- Preconstruction conference.
  - Prepare preconstruction conference notice and send to appropriate parties
  - Prepare preconstruction conference meeting agenda
  - Facilitate and attend preconstruction conference
  - Prepare and distribute conference meeting minutes
- Review contractor's initial schedule, list of material suppliers, and list of subcontractors.
- Review contractors shop drawing submittals. A maximum of two submittal reviews for each shop drawing is assumed.
- Oversee contract during construction, including prevailing wage review for compliance.
- Review contractor's construction schedule each month for six months of active construction.
- Coordinate materials testing.
- Facilitate and attend weekly construction progress meetings.
  - Assume four meetings per month for four months and two meetings per month for two months = eighteen meetings).
- Review and issue monthly applications for payment and update cost split spreadsheet for tracking purposes.
  - Assume eight applications.
- Review Contractor's request for information (RFI's) and interpret drawings and specifications.
- Provide one primary full-time and part-time RPR on site during construction to observe progress and adherence to project construction documents (estimated full time: 15 weeks @ 60 hours per week; 2 weeks @ 40 hours per week; part time: 3 weeks @ 20 hours per week on average).
  - RPR full time hours (60-hour weeks) are based on one full time RPR onsite, five days per week, twelve hours per day.
  - RPR full time hours (40-hour weeks) are based on one full time RPR onsite, five days per week, 8 hours per day.
  - RPR part time hours are based on one full time RPR onsite, five days per week, four hours per day on average.

- Provide one-time construction staking for each of the following construction elements:
  - Construction limits, removals, and erosion control (silt fence). Assume one trip to project site.
  - Sanitary sewer and water main. Assume five trips to project site.
  - Storm sewer. Assume five trips to project site.
  - Street light base location. Assume staking at the same time as class 5 or curb and gutter.
  - Subgrade offsets. Assume six trips to project site.
  - Class 5 aggregate blue tops. Assume six trips to project site.
  - Concrete curb and gutter at 25-foot intervals. Assume six trips to project site.
  - Sidewalk alignments and elevations, including reference point for pedestrian ramps (Contractor is required to lay out the ramp based on the provided reference point). Assume two trips to project site.
- Conduct one (1) substantial completion project walk through with the project manager, RPR, and Client.
  - Prepare and oversee completion of a preliminary punch list
  - Generate Certificate of Substantial Completion
- Conduct one (1) final project walk through with the project manager, RPR, and Client
  - Prepare and administer final punch list.
- Prepare project closeout documentation.
  - Certificate of Substantial Completion
  - Final Statement
  - Final closeout letter to Contractor
  - Review all required submittals for conformance to contracts prior to closeout (IC-134's, Lien Waivers, Consent of Surety)
- Complete as-built drawings, including necessary as-built survey work.

The following assumptions were made when preparing this proposal:

- This project will be paid for using a combination of Federal Earmark Funds (administered through the Army Corps of Engineers), General Obligation Bonds, Iron Range Resources and Rehabilitation (IRRR) grant, special assessments, and direct City and VPU funds. No other outside funding sources are known currently.
- Updates to City assessment worksheets and assistance with final assessment tasks (assessment spreadsheet preparation, communication/coordination, assistance with the Assessment Hearing, etc.) will not be until calendar year 2025. These services will be contracted under an amendment to this agreement at that time.
- All permit fees will be paid by the City of Virginia.
- Geotechnical and construction materials testing services will be provided by a third party hired by the City of Virginia. These services shall be provided in accordance with the requirements identified in the construction contract documents.
- Construction administration, observation, and staking services assume SEH will administer one construction contract for the duration outlined in the Schedule below. If the substantial or final completion dates are extended, a contract amendment may be required.

### Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B.

### Schedule:

- |                          |                    |
|--------------------------|--------------------|
| • Council awards project | March 26, 2024     |
| • Start construction     | May/June 2024      |
| • Substantial Completion | September 20, 2024 |
| • Final Completion       | June 27, 2025      |

### Payment:

We propose to provide our services for all the work proposed based on the following table.

Task	Billing Method	Fee
<b>Construction Services*</b>	Hourly, plus reimbursable expenses – Not to Exceed	<b>\$230,000</b>
• Construction Administration		\$85,500
• Construction Staking		\$38,500
• Construction Observation		\$106,000
<b>Total:</b>		<b>\$230,000</b>

\*Note: Breakdown of fees for construction administration, staking, and observation are shown for reference. Fees for the individual tasks may vary amongst themselves, but total will not exceed total shown for Construction Services.

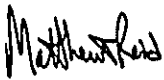
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

Short Elliott Hendrickson Inc.

City of Virginia, MN

By:   
 Full Name: Matthew J. Reid, PE (Lic. MN)  
 Title: Principal, Sr. Project Manager

By: \_\_\_\_\_  
 Full Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



Resolution No.

City of Virginia, Minnesota, March 26, 2024

Resolution to approve the Professional Services Agreement with Short, Elliott and Hendrickson, Inc., for the 10<sup>th</sup> Avenue West & 13<sup>th</sup> Street South 2023 Street Construction & Infrastructure Improvements

Resolved by the City Council of the City of Virginia, that

WHEREAS, SEH, proposes a professional services for the 10<sup>th</sup> Avenue West & 13<sup>th</sup> Street South 2023 Street Construction Project; and

WHEREAS, the Virginia City Council accepts the proposal from SEH in the amount of \$256,000 providing services to construction administration, staking and observation for 10<sup>th</sup> Avenue West and 13<sup>th</sup> Street South; and

WHEREAS, the additional work consists of the following; and

TASK	BILLING METHOD	FEE
Construction Services	Hourly, plus reimbursable expenses, not to exceed breakdown below	\$256,000
Construction Administration		\$96,200
Construction Staking		\$13,300
Construction Observation		\$146,500

NOW, THEREFORE, BE IT RESOLVED to approve the Professional Services Agreement with Short, Elliott and Hendrickson, Inc., for the 10<sup>th</sup> Avenue West & 13<sup>th</sup> Street South 2023 Street Project in the amount of \$256,000; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the necessary documents for said professional services amendment.

Moved by Councillor , supported by Councillor that the above resolution was adopted 26<sup>th</sup> day of March 2024.

Ayes: Councillor

Nays:

## Agreement for Professional Services

This Agreement is effective as of March 19, 2024, between City of Virginia, MN (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **10th & 13th Construction**

**Client's Authorized Representative:** Britt See-Benes  
**Address:** 327 1st Street South, Virginia, Minnesota 55792, United States  
**Telephone:** 218.749.3573 **email:** Britts@virginiamn.us

**Project Manager:** Matt Reid  
**Address:** 615 9th Street North, Virginia, Minnesota 55792  
**Telephone:** 218.305.4725 **email:** mreid@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

### **Construction Services (Administration, Observation, and Staking):**

- Project management tasks, including contract preparation and invoicing.
- Preconstruction conference.
  - Prepare preconstruction conference notice and send to appropriate parties
  - Prepare preconstruction conference meeting agenda
  - Facilitate and attend preconstruction conference
  - Prepare and distribute conference meeting minutes
- Review contractor's initial schedule, list of material suppliers, and list of subcontractors.
- Review contractors shop drawing submittals. A maximum of two submittal reviews for each shop drawing is assumed.
  - Review compliance with Buy American requirements of the contract.
- Oversee contract during construction, including prevailing wage review for compliance.
- Review contractor's construction schedule each month for five months of active construction.
- Coordinate materials testing.
- Facilitate and attend weekly construction progress meetings.
  - Assume four meetings per month for four months and two meetings per month for one month = eighteen meetings).
- Review and issue monthly applications for payment and update cost split spreadsheet for tracking purposes.
  - Assume six applications.
  - Ensure all paperwork is submitted per funding requirements.
- Review Contractor's request for information (RFI's) and interpret drawings and specifications.
- Provide one primary full-time and part-time RPR on site during construction to observe progress and adherence to project construction documents (estimated full time: 14 weeks @ 60 hours per week; 2 weeks @ 40 hours per week; part time: 3 weeks @ 20 hours per week on average).
  - RPR full time hours (60-hour weeks) are based on one full time RPR onsite, five days per week, twelve hours per day.
  - RPR full time hours (40-hour weeks) are based on one full time RPR onsite, five days per week, 8 hours per day.

- RPR part time hours are based on one full time RPR onsite, five days per week, four hours per day on average.
- Includes detailed weekly construction diaries to meet Federal and State Aid requirements
- Provide one-time construction staking for each of the following construction elements:
  - Construction limits, removals, and erosion control (silt fence). Assume one trip to project site.
  - Sanitary sewer and water main. Assume two trips to project site.
  - Storm sewer. Assume one trip to project site.
  - Street light base location. Assume staking at the same time as class 5 or curb and gutter.
  - Subgrade offsets. Assume one trip to project site.
  - Class 5 aggregate blue tops. Assume two trips to project site.
  - Concrete curb and gutter at 25-foot intervals. Assume two trips to project site.
  - Sidewalk alignments and elevations, including reference point for pedestrian ramps (Contractor is required to lay out the ramp based on the provided reference point). Assume one trip to project site.
- Conduct one (1) substantial completion project walk through with the project manager, RPR, and Client.
  - Prepare and oversee completion of a preliminary punch list
  - Generate Certificate of Substantial Completion
- Conduct one (1) final project walk through with the project manager, RPR, and Client
  - Prepare and administer final punch list.
- Prepare project closeout documentation.
  - Certificate of Substantial Completion
  - Final Statement
  - Final closeout letter to Contractor
  - Review all required submittals for conformance to contracts prior to closeout (IC-134's, Lien Waivers, Consent of Surety)
- Complete as-built drawings, including necessary as-built survey work.
- Federal and State Aid required documentation, including:
  - Change in Construction Status forms
  - State Aid Fund Reimbursement Requests
  - Correspondence and communication with District 1 State Aid Office
  - Closeout submittals

The following assumptions were made when preparing this proposal:

- This project will be paid for using a combination of Federal State Transportation Block Grant (STBG), General Obligation Bonds, Iron Range Resources and Rehabilitation (IRRR) grant, special assessments, and direct City and VPU funds. No other outside funding sources are known currently.
- Updates to City assessment worksheets and assistance with final assessment tasks (assessment spreadsheet preparation, communication/coordination, assistance with the Assessment Hearing, etc.) will not be until calendar year 2025. These services will be contracted under an amendment to this agreement at that time.
- All permit fees will be paid by the City of Virginia.
- Geotechnical and construction materials testing services will be provided by a third party hired by the City of Virginia. These services shall be provided in accordance with the requirements identified in the construction contract documents.
- Construction administration, observation, and staking services assume SEH will administer one construction contract for the duration outlined in the Schedule below. If the substantial or final completion dates are extended, a contract amendment may be required.

### **Resident Project Representative Services**

RPR services will be provided in accordance with attached Exhibit B.

**Schedule:**

- Council awards project
- Start construction
- Substantial Completion
- Final Completion

March 26, 2024  
 May/June 2024  
 August 30, 2024  
 June 27, 2025

**Payment:**

We propose to provide our services for all the work proposed based on the following table.

Task	Billing Method	Fee
<b>Construction Services*</b>	Hourly, plus reimbursable expenses – Not to Exceed	<b>\$256,000</b>
• Construction Administration		\$96,200
• Construction Staking		\$13,300
• Construction Observation		\$146,500
<b>Total:</b>		<b>\$256,000</b>

\*Note: Breakdown of fees for construction administration, staking, and observation are shown for reference. Fees for the individual tasks may vary amongst themselves, but total will not exceed total shown for Construction Services.

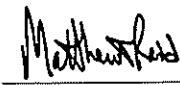
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

Short Elliott Hendrickson Inc.

City of Virginia, MN

By:   
 Full Name: Matthew J. Reid, PE (Lic. MN)  
 Title: Principal, Sr. Project Manager

By: \_\_\_\_\_  
 Full Name: \_\_\_\_\_  
 Title: \_\_\_\_\_





# Saint Louis County

Land and Minerals Dept. • www.stlouiscountymn.gov • landdept@stlouiscountymn.gov

9.1F  
9.1G

**Julie Marinucci**  
Land Commissioner

February 28, 2024

City of Virginia  
Pam LaBlanc  
327 S 1<sup>st</sup> St  
Virginia MN 55792

Re: Classification of state tax-forfeited land – Board Resolution #24-108 dated 2/20/2024

Dear City of Virginia,

The St. Louis County Board of Commissioners has completed the classification of state tax-forfeited properties to nonconservation. Nonconservation lands can be returned to private ownership. If you have any questions about this classification, please contact us.

The goals of the classification process are: (1) encourage and foster a mode of land utilization that will facilitate the economical and adequate provision of transportation, roads, water supply, drainage, sanitation, education, and recreation; (2) facilitate reduction of governmental expenditures; (3) conserve and develop the natural resources; and (4) foster and develop agriculture and other industries in the districts and places best suited to them.

Under MN stat. 282.01, once the County Board has classified or reclassified and listed the property, each city or town in which the property is located must have the opportunity to approve the classification and listing for properties within their jurisdiction.

If your council or board disagrees with the classification of any parcel(s), please provide detailed information on the enclosed Disapproval Form, describing the rationale for the disapproval.

If your municipality wishes to acquire any parcel(s) listed, please complete the Withhold Application to withhold the property from sale for up to six (6) months while your municipality completes the acquisition of the property. This application must be received within 60 days of the date of this letter. After six months and absent acquisition of the property by the municipality, the county will be free to sell the property.

Please respond with any of your concerns within 60 days. If no response is received within this time period, the classification and listing will be deemed approved.

Sincerely,

Anja Hogan  
Planner

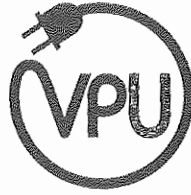
~~Choose an item.~~ AH/pM

Enclosures: Disapproval Form, Withhold Application

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Duluth Government Services Center<br>320 West 2 <sup>nd</sup> Street, Ste 302<br>Duluth MN, 55802<br>(218) 726-2606<br>Fax: (218) 726-2600 | <input type="checkbox"/> Pike Lake Office<br>5713 Old Miller Trunk Hwy<br>Duluth MN, 55811<br>(218) 825-3700<br>Fax: (218) 825-3733 | <input type="checkbox"/> Virginia Office<br>7820 Hwy 135<br>Virginia, MN 55792<br>(218) 742-9870<br>Fax: (218) 742-9870 |
|--|---|---|

2023 Tax Forfeitures - Nonconservation

LD Key	Parcel Number	Lot	Block	Legal	Plat	Sec-Twp-Rng			Tax District	Deeded	Und	Forfeiture Date
										Acres	Int	
130629	060-0033-00060	0	1	Lots 6 and 7, Block 1	GILBERT 3RD ADDITION	0	0	0	CITY OF GILBERT	0	N	12/13/2023
130630	090-0010-00600	17	6	W1/2 of Lot 17, Block 6 Vacant Lot Near 117 3rd St N	VIRGINIA	0	0	0	CITY OF VIRGINIA	0	N	12/13/2023
130631	090-0010-04800	29	21	Lot 29, Block 21 Former Mirage Bar	VIRGINIA	0	0	0	CITY OF VIRGINIA	0	N	12/13/2023
130632	090-0060-00340	0	3	Lot 7 and W1/2 of Lot 8, Block 3 116 10th St So	ANDERSONS 3RD ADDITION TO VIRGINIA	0	0	0	CITY OF VIRGINIA	0	N	12/13/2023
130633	090-0068-00100	10	1	Lot 10, Block 1 Vacant Lot Between Youth Foyer and 12th St So	DULUTH MISSABE & NRTHN ADDN TO VIRGINIA	0	0	0	CITY OF VIRGINIA	0	N	12/13/2023
130634	090-0110-02790	23	11	Lot 23, Block 11 707 9th St No	NORTH SIDE ADDITION TO VIRGINIA	0	0	0	CITY OF VIRGINIA	0	N	12/13/2023
130637	100-0050-00290	1	4	Lot 1, Block 4	PARK ADDITION TO AURORA	0	0	0	CITY OF AURORA	0	N	12/13/2023
130638	100-0050-00300	2	4	Westerly 30 feet of Lot 2, Block 4	PARK ADDITION TO AURORA	0	0	0	CITY OF AURORA	0	N	12/13/2023
130639	100-0077-00070	0	1	Lots 7 and 8, Block 1	ZUPONCIC ACRES 1ST ADD TO AURORA	0	0	0	CITY OF AURORA	0	N	12/13/2023
130640	100-0077-00320	9	2	Lot 9, Block 2	ZUPONCIC ACRES 1ST ADD TO AURORA	0	0	0	CITY OF AURORA	0	N	12/13/2023
130641	139-0180-01130	0	4	Lots 17 through 20, Block 4	MISSABE ADDITION TO HIBBING	0	0	0	CITY OF HIBBING	0	N	12/13/2023
130642	140-0030-01090		5	Lots 6 and 7, Block 5	AVIATORS FIELD ADDITION TO HIBBING	0	0	0	CITY OF HIBBING	0	N	12/13/2023
130643	140-0050-00470	8	5	Lot 8, Block 5	BROOKLYN	0	0	0	CITY OF HIBBING	0	N	12/13/2023
130644	140-0050-00730	4	8	Lot 4, Block 8	BROOKLYN	0	0	0	CITY OF HIBBING	0	N	12/13/2023
130645	140-0120-00180	0	2	Lots 12, 13 and 14, Block 2	KITZVILLE	0	0	0	CITY OF HIBBING	0	N	12/13/2023
130646	140-0140-00700	0	3	South 1/2 of Lot 22 AND all of Lot 23, Block 3	PARK ADDITION TO HIBBING	0	0	0	CITY OF HIBBING	0	N	12/13/2023
130647	140-0235-00090	9	1	Lot 9, Block 1 EXCEPT Highway Right of Way	STENSLAND ADDN TO VILLAGE OF HIBBING	0	0	0	CITY OF HIBBING	0	N	12/13/2023
130648	140-0240-00980	22	3	Lot 22, Block 3	SUNNYSIDE	0	0	0	CITY OF HIBBING	0	N	12/13/2023
130649	140-0260-00780	0	4	Lots 1, 2, 3 and 4, Block 4	WESTERN ADDITION TO HIBBING	0	0	0	CITY OF HIBBING	0	N	12/13/2023
130650	140-0270-00297			The Southerly 50 feet of the NW1/4 of NE1/4 lying between the following two lines: 1) Northerly extension of the West line of Lot 1 Block 3 BROOKLYN; and 2) Northerly extension of the East line of Lot 1 Block 3 BROOKLYN.	HIBBING	7	57	20	CITY OF HIBBING	0.03	N	12/13/2023
130651	140-0290-00601			That part of the SE1/4 of SE1/4 described as a strip of land lying between 2 North-South parallel lines which are at all times 14.58 feet apart. The Westerly line is the West line of said SE1/4 of SE1/4, the Southern terminals of both parallel lines being the Northerly Right of Way line of West 41st Street, and the Northern terminals of both lines being their points of intersection with a line drawn at all times 8.5 feet Southerly from the center line of the Southerly spur of the DM&JR Railway Company.	HIBBING	24	57	21	CITY OF HIBBING	0.18	N	12/13/2023
130652	140-0290-00619			That part of the South 360 feet of the NE1/4 of the SE1/4 lying Westerly of the Westerly Right of Way line of the Duluth, Missabe & Iron Range Railway Company.	HIBBING	24	57	21	CITY OF HIBBING	4.71	N	12/13/2023
130653	141-0020-02923			That part of the NW1/4 of NE1/4 described as follows: Beginning at the Southeast corner of said NW1/4 of NE1/4; thence West along the South line for a distance of 300 feet; thence North parallel to the East line of said NW1/4 of NE1/4 to the North line; thence East along the North line of said NW1/4 of NE1/4 for a distance of 300 feet to the Northeast corner of said NW1/4 of NE1/4; thence South along the East line of said NW1/4 of NE1/4 to the Point of Beginning.	HIBBING	23	57	20	CITY OF HIBBING	9.1	N	12/13/2023



618 South 2nd Street  
P.O. Box 1048  
Virginia, Minnesota 55792

Phone: 218-748-7540  
Fax: 218-748-7544  
www.vpuc.com

## Virginia Public Utilities

March 6, 2024

City of Virginia  
327 1st St S  
Virginia, MN 55792

Service Location: 516 Chestnut St 3086530 Account #: 308.6530.0

### NOTICE TO CORE STEAM CUSTOMERS

On January 22<sup>nd</sup>, 2024, the Virginia Public Utilities Commission voted to abandon the steam heating system in Virginia no later than October 31<sup>st</sup>, 2026. Therefore, you will have until **10/31/2026** to convert to another heating source.

Virginia Public Utilities (VPU) will install natural gas lines on a first come, first serve basis for the customers who complete and submit the enclosed Application for Natural Gas.

For customers choosing to convert to electric, please work with an electrician to verify if an upgrade to your electric service is required. If so, an Electric Service Upgrade Application will be required.

VPU will be offering the following to help in your conversion process:

- Free disconnection from the steam district
- Free natural gas service to the property
- 0% interest loans (not to exceed \$600,000) OR rebate of 75% of your 2023 steam costs
  - 0% Interest Loans:
    - Will require two (2) estimates from qualified contractors
    - will have a maximum term of 10 years
    - will only cover costs related to the installation of a new heat source (boiler, furnace, water heater, etc) and asbestos removal
    - will be payable monthly with the same due date as your utility bill (or) will be assessed on real estate taxes over the 10-year term
- Free electrical service upgrade if needed for steam conversion

**We are available to help you through the planning and conversion process. If you have questions or need some guidance, please call us.**



618 South 2nd Street  
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Virginia, Minnesota 55792

Phone: 218-748-7540  
Fax: 218-748-7544  
www.vpuc.com

## Virginia Public Utilities

March 6, 2024

City of Virginia  
327 1st St S  
Virginia, MN 55792

Service Location: 327 1st St S 3097255 Account #: 309.7255.0

### NOTICE TO CORE STEAM CUSTOMERS

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P.O. Box 1048  
Virginia, Minnesota 55792

Phone: 218-748-7540  
Fax: 218-748-7544  
www.vpuc.com

## Virginia Public Utilities

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March 6, 2024

City of Virginia  
327 1st St S  
Virginia, MN 55792

Service Location: 511 Chestnut St Senior Center

Account #: 308.6450.1

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618 South 2nd Street  
P.O. Box 1048  
Virginia, Minnesota 55792



Phone: 218-748-7540  
Fax: 218-748-7544  
www.vpuc.com

## Virginia Public Utilities

March 6, 2024

City Of Virginia  
327 1st St S  
Virginia, MN 55792

Service Location: 102 4th Ave N Firehall

Account #: 301.0705.0

### NOTICE TO CORE STEAM CUSTOMERS

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**We are available to help you through the planning and conversion process. If you have questions or need some guidance, please call us.**

Virginia Department of Public Utilities  
618 2<sup>nd</sup> St S  
PO Box 1048  
Virginia, MN 55792

**Application for Natural Gas Service  
Forced Conversion**

(Complete this application if you want gas service installed to your building.)

(Please print)

Customer Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Customer Phone #: \_\_\_\_\_

Service Address: \_\_\_\_\_

Intended use:     \_\_\_\_\_ Residential                     \_\_\_\_\_ Commercial

**Natural Gas Service Policies**

1. The Department of Public Utilities will install and maintain all piping and equipment up to the outlet of the gas meter.
2. The Customer is responsible for ensuring the gas meter is protected from damage from ice, vehicles, etc. If the meter is damaged due to causes other than normal wear, the customer will be billed for repairs or replacement.
3. The Customer is responsible for installation and maintenance of all piping and equipment downstream of the meter outlet.
4. The Customer is responsible for ensuring the required maintenance of underground customer piping (buried underground downstream of the meter outlet; for example, garage services, pool heaters, or barbeque lines) is performed. This may include:
  - a. Locating and marking the pipe in advance of any construction activities
  - b. Monitoring the corrosion protection system, if the piping is subject to corrosion
  - c. Any other items required to maintain the integrity of the buried piping
  - d. In the interest of safety to all, notifying the Department of any new services to garages or outdoor appliances so that they can be mapped and included in the annual leak survey performed by the Utilities
5. In the event that the Department discovers a problem with the customer's piping which creates a safety issue, the Department may discontinue gas service to the premise until the safety hazard is corrected.
6. The Customer may contact the Department for assistance in ensuring the required maintenance of buried customer piping is performed. If the Department performs these services, the Customer may be charged. The Department may also direct the Customer to another source for these services.
7. Property Owners involuntarily terminated from the steam system shall bear no cost for gas service installation or any general facility fee. In the event that gas service is requested and installed to the property, and the Property Owner converts to a primary heat source other than natural gas, the Property Owner will be billed the actual cost of the installation.

**Having read and being familiar with the attached policies for natural gas service. I hereby agree to fully comply with those policies to the satisfaction of the Public Utilities Commission.**

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Virginia Personnel Policies  
Conflict of Interest Policy  
Subdivision V, Section 11**

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**SECTION 11.0 VEHICLE TRACKING POLICY**

**1. SCOPE**

This policy applies to all vehicles and equipment owned by the City of Virginia, unless stated otherwise, and will be applied fairly and consistently without discrimination on the grounds of marital status, gender, age, disability, sexual orientation, race, nationality, ethnic or national origins, union membership or activity, political or religious belief and unrelated criminal conviction.

For the purpose of this policy the term "tracking device" will cover GPS tracking devices, telematics devices and vehicle cameras.

**2. STATEMENT OF PURPOSE:**

The purpose of this policy is to establish criteria for City of Virginia vehicles and equipment that are equipped with Global Positioning System (GPS) monitoring devices. This policy is intended to increase awareness and understanding of the use of GPS and telematics devices in City vehicles and equipment. It also aims to clarify the rules and procedures in place and explain how the City might use this data.

**3. OVERVIEW:**

GPS is a valuable tool to promote safer driving habits and alleviate risks associated with the use of City vehicles and equipment, reducing insurance premiums by reducing modification factors. In addition, it will be used to manage City vehicles and equipment more efficiently and cost effectively while fostering safe operation of City vehicles and equipment. For the purpose of this document, the term "Vehicle" shall mean vehicle and equipment.

The overall aim of using GPS systems in vehicles are:

- Safety and legal compliance – to increase driver safety and security, through safer and compliant driving as well as helping ensure the safety and consideration for other road users.
- Operational efficiencies – to provide data that supports operational improvements e.g. start and finish times.
- Vehicle cost efficiencies – to reduce maintenance costs, reduce the frequency of accidents and other costs associated with vehicle downtime.
- Accurate vehicle location – for broken down vehicles and theft.
- Environment – improve fuel efficiency and other environmental benefits.
- Accurate Lone worker monitoring

Telematics devices record information about driving behaviour, including how fast the vehicle is being driven and harsh breaking.

Newer vehicles are fitted with external cameras, which record 360° views around the vehicle. These can be used by both drivers and managers to aid safety and legal compliance. The City aims for full transparency regarding its use of tracking devices and will comply with all legal requirements and data access and storage requirements.

#### **4. USE OF TRACKING TECHNOLOGY**

GPS and telematics devices are installed in many of the City's operated vehicles. Where fitted, the tracking devices will be in continuous use 24/7.

The systems can provide both real time and historical information, which can be obtained direct from the tracking devices via computer systems. The system data is driven by several parameters which are set by each department who use vehicles supplied by the council. These parameters produce exception reports which are available to managers/supervisors on a regular basis to enable them to monitor certain data information. Examples of reports available are as follows:

- Instances of harsh braking, acceleration or cornering.
- Instances of excessive engine idling.
- Instances of over-revving.
- Instances of drivers failing to swipe their fob.
- Vehicle idling.

Unauthorized use of the vehicle Managers/supervisors can also access ad hoc reports. It will be their responsibility to follow up on any issues identified by the exception reports, for example, through training, arranging driver retraining etc. In addition, with justification, authorised staff will be able to interrogate the system to obtain information specific to a vehicle, driver, time and/or location.

The City collects this data to:

- ensure legal compliance.
- optimise operational efficiencies;
- reduce the risk of theft;
- help prevent accidents;
- improve customer experience
- enhance performance and productivity.
- Identify instances of inappropriate use of the vehicle and support driver safety.

Employees are responsible for reporting any damage or device failure to their supervisor. Employees must not turn off tracking devices unless this has been previously agreed in advance in writing by a supervisor. Employees found to have tampered with, or turned off, vehicle tracking devices may be subject to disciplinary investigation and possible action.

#### **5. COLLECTION AND STORAGE OF DATA**

Data is collected and stored in line with the MN Government Data Practices Act (MGDPA) and will not be shared with third parties, except for insurance reasons or other legitimate business purposes.

Only authorised users may access the data. This will include managers and any trained and designated support employees using the information for one of the purposes defined above.

In addition, requests from individual employees, members of the public or trade union representatives to access the data will be considered and may be granted by the Data Compliance Official.

Where data is used for disciplinary investigation and hearing purposes it will be shown to the employee and their representative during the investigation process and be included in the pack sent to all relevant parties should the matter go to a hearing – this will include any appeal hearing.

The City will supply any information obtained using GPS in vehicles to the police as requested for the purposes of the prevention or detection of crime or the apprehension or prosecution of offenders.

To protect the privacy of employees the vehicle tracking system will not be used to watch/systematically monitor the movements of employees/vehicles throughout the day other than in the cases where a query has been raised to the location of the vehicle e.g., a complaint made by the public or staff member.

However, any data gathered could be used for a legitimate purpose, for example to investigate allegations of serious misconduct or random monitoring to ensure compliance with safe systems of working. Any monitoring will not be intrusive or excessive and will be proportionate to the aim, such as investigating an allegation of inappropriate or dangerous driving.

Documentation from GPS devices will be retained for 30 days. It may be necessary to retain data if it is being used as evidence in legal or disciplinary proceedings.

Workers have the right to make a subject access request if they wish to gain access to data stored in relation to them. If you want to make a request, please send the request to the Councils Data Compliance Official.

## **6. BREACH OF POLICY**

Any employee found to be in breach of this policy may be subject to a disciplinary investigation and action in accordance with the Collective Bargaining Agreement and/or MN Statutes and City Ordinances.

Any employee who believes that the vehicle tracking system is being used inappropriately by the City should discuss with their supervisor in the first instance. If concerns are not resolved informally then the employee may choose to raise a grievance according to the Collective Bargaining Agreement procedure.



3/13/2024

## 42 Areas in Minnesota Targeted for Spongy Moth Treatments in 2024

### Invasive insect continues its push into the state

**St. Paul, MN:** The Minnesota Department of Agriculture (MDA) and partner organizations are proposing to treat spongy moth (*Lymantria dispar*) infestations this summer in seven counties across eastern Minnesota.

Spongy moths are ranked among America’s most destructive tree pests. The insect has caused millions of dollars in damage to forests as it has spread from New England westward in recent decades. Spongy moth caterpillars can defoliate large sections of forest. This pest is found in most of Wisconsin and is now establishing itself in northeastern Minnesota.

The MDA monitors for spongy moth each year, surveying for start-up infestations. When an infestation is found, the department conducts aerial treatments and targets the infestation before it can spread. The number of spongy moths detected in Minnesota in recent years has increased, and populations continue to push westward. The increase in moths created the need for more treatment areas in 2024.

Forty-two treatment areas totaling approximately 160,000 acres are proposed in Carlton, Chisago, Fillmore, Houston, Isanti, Pine, and St. Louis counties. The areas will be treated with either *Bacillus thuringiensis* var. *kurstaki* (Btk), a biological insecticide that is organically certified for use on food crops, or mating disruption, an organic substance containing pheromones specific to spongy moths that confuses the male moths. Residents can view an [interactive map on the MDA website](#) to determine if they’re located within any of the proposed treatment areas.

The treatments will be conducted from June through July, depending on insect development and weather.

Residents in proposed treatment areas and the public are invited to attend an informational meeting to learn more about the insect and the treatment methods.

Date/Time	Location	Address
April 1, 2024 4-6pm	Hinckley City Hall Community Room	106 1 <sup>st</sup> Street SE Hinckley, MN 55037
April 2, 2024 4-6pm	Cloquet Library	320 14 <sup>th</sup> Street Cloquet, MN 55720

April 3, 2024 4-6pm	Caledonia City Hall Auditorium	231 E. Main Steet Caledonia, MN 55291
April 4, 2024 10am	Virtual	All mating disruption treatments
April 4, 2024 12pm	Virtual	BtK treatment in Carlton and St. Louis counties
April 4, 2024 6pm	Virtual	All mating disruption treatments
April 8, 2024 4-6pm	Iron Trail Motors Event Center	919 6 <sup>th</sup> Street South Virginia, MN 55792
April 9, 2024 4-6pm	North Branch Area Library	6355 379 <sup>th</sup> Street North Branch, MN 55056

To register for virtual meetings, go to [www.mda.state.mn.us/smtreatments](http://www.mda.state.mn.us/smtreatments).

Residents in all proposed treatment areas will also be receiving a postcard with more information. Citizens can also find info on spongy moth treatments, sign-up for text or email notifications, and proposed treatment area maps at [www.mda.state.mn.us/smtreatments](http://www.mda.state.mn.us/smtreatments).

Comments on any of the proposed treatments are being accepted through April 15, 2024. Comments should be submitted in writing via mail or email to:

Kimberly Thielen Cremers  
Minnesota Department of Agriculture  
625 Robert Street North  
St. Paul, MN 55155  
[kimberly.tcremers@state.mn.us](mailto:kimberly.tcremers@state.mn.us)

The MDA has successfully treated dozens of spongy moth infestations across eastern Minnesota from Grand Portage to the Twin Cities to Houston County. These successful treatments help postpone the full-scale invasion of spongy moth. They also save local communities and homeowners money and protect the health of the state's urban and natural forests.

###

Resolution No.

City of Virginia, Minnesota, **March 26, 2024**

**Resolution approving hiring of a Patrol Officer for the City of Virginia**

Resolved by the City Council of the City of Virginia, that

**WHEREAS, the City of Virginia and Law Enforcement Labor Services Inc. have agreed that there are Patrol Officer positions available in 2024 in the Virginia Police Department; and**

**WHEREAS, these positions are covered under an agreement between the City of Virginia and the Law Enforcement Labor Services Local 195; and**

**WHEREAS, the City hereby approves offering the PATROL OFFICER position to MADISON SAND; and**

**WHEREAS, this candidates will be subject to a background check, pre-employment physical, occupational therapy assessment, and a psychological assessment.**

**NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Virginia hereby approves offering the position of Patrol Officer to MADISON SAND contingent upon successfully passing the background check and pre-employment physicals and POST Board Licensure.**

**BE IT FURTHER RESOLVED this position is subject to a twelve (12) month probation period and the terms of the Law Enforcement Labor Services Local 195 labor agreement.**

Moved by Councillor  
day of March 2024.

supported by Councillor

that the above resolution be adopted this 26<sup>th</sup>

Ayes:

Nays:

Resolution No.

City of Virginia, Minnesota, **March 26, 2024**

Resolution **approving hiring of a Patrol Officer for the City of Virginia**

Resolved by the City Council of the City of Virginia, that

**WHEREAS, the City of Virginia and Law Enforcement Labor Services Inc. have agreed that there are Patrol Officer positions available in 2024 in the Virginia Police Department; and**

**WHEREAS, these positions are covered under an agreement between the City of Virginia and the Law Enforcement Labor Services Local 195; and**

**WHEREAS, the City hereby approves offering the PATROL OFFICER position to JOSHUA COLLOTZI; and**

**WHEREAS, this candidates will be subject to a background check, pre-employment physical, occupational therapy assessment, and a psychological assessment.**

**NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Virginia hereby approves offering the position of Patrol Officer to JOSHUA COLLOTZI contingent upon successfully passing the background check and pre-employment physicals and POST Board Licensure.**

**BE IT FURTHER RESOLVED this position is subject to a twelve (12) month probation period and the terms of the Law Enforcement Labor Services Local 195 labor agreement.**

Moved by Councillor  
day of March 2024.

supported by Councillor

that the above resolution be adopted this 26<sup>th</sup>

Ayes:

Nays:

Resolution No.

City of Virginia, Minnesota, March 26, 2024

**Resolution approving hiring of a Patrol Officer for the City of Virginia**

Resolved by the City Council of the City of Virginia, that

**WHEREAS, the City of Virginia and Law Enforcement Labor Services Inc. have agreed that there are Patrol Officer positions available in 2024 in the Virginia Police Department; and**

**WHEREAS, these positions are covered under an agreement between the City of Virginia and the Law Enforcement Labor Services Local 195; and**

**WHEREAS, the City hereby approves offering the PATROL OFFICER position to ELLAROSE DEL GRECO; and**

**WHEREAS, this candidates will be subject to a background check, pre-employment physical, occupational therapy assessment, and a psychological assessment.**

**NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Virginia hereby approves offering the position of Patrol Officer to ELLAROSE DEL GRECO contingent upon successfully passing the background check and pre-employment physicals and POST Board Licensure.**

**BE IT FURTHER RESOLVED this position is subject to a twelve (12) month probation period and the terms of the Law Enforcement Labor Services Local 195 labor agreement.**

Moved by Councillor  
day of March 2024.

supported by Councillor

that the above resolution be adopted this 26<sup>th</sup>

Ayes:

Nays:



**Pamela LaBine**

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**From:** Britt See-Benes  
**Sent:** Tuesday, March 19, 2024 11:05 AM  
**To:** Sherry Erickson; Pamela LaBine  
**Subject:** Potential Garbage Credit  
**Attachments:** Proposed Credit 03.2024.xlsx  
  
**Importance:** High

Hello Mayor & Council,

The total estimated monthly sum of **CITY** garbage fees is about \$92,000. This does not include County fees – which we cannot change nor control – as they are based on Market Values.

The total amount of a credit for 1 week, 2 week, and 3 week is below:

**One Week of Credit    \$21,315.26**  
**Two Week of Credit    \$ 42,630.52**  
**Three Week of Credit   \$ 63,945.78**

Sincerely,

Britt See-Benes  
City Administrator  
City of Virginia  
327 1st Street South  
Virginia MN 55792  
[www.virginiamn.us](http://www.virginiamn.us)  
(218) 748-7500 phone  
(218) 749-3580 fax

**COUNCIL CHAMBERS**

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**9.2A**

Resolution No.

City of Virginia, Minnesota, **March 26, 2024**

**Resolution approving Letter of Understanding (LOU) with American Federation of State, County and Municipal Employees (AFSCME) for Commercial Drivers' License Training and Job Bidding**

Resolved by the City Council of the City of Virginia, that

**WHEREAS, as part of the negotiation of the contract for the American Federation of State, County and Municipal Employees (AFSCME) has been negotiated between the AFSCME and the City Council from 2024-2026, both parties agreed to meet to create an LOU regarding Commercial Drivers' License Training and Job Bidding; and**

**WHEREAS, a meeting was held with City staff and Negotiating Team of AFSCME in order to draft language regarding employees obtaining Commercial Drivers' License Training and Job Bidding; and**

**WHEREAS, both parties concur on the attached language in the LOU regarding Commercial Drivers' License Training and Job Bidding and now recommend approval by the full council.**

**NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Virginia approves the American Federation of State, County and Municipal Employees (AFSCME) Agreement for the period from period January 1, 2024 through December 31, 2026, subject to the final review of the contract language.**

Moved by Councillor            supported by Councillor    that the above resolution be adopted.

Ayes:

Nays:

**PROPOSED LETTER OF UNDERSTANDING  
BETWEEN  
AFSCME LOCAL 454, COUNCIL 65  
AND THE CITY OF VIRGINIA**

***Commercial Drivers' License Training and Job Bidding***

The City of Virginia (herein after referred to as "the Employer") and AFSCME Local 454, Council 65 (herein after referred to as "the Union") were parties to a collective bargaining agreement in effect through December 31, 2026. During negotiations for the successor contract (2024-2026), both parties agreed to discuss a letter of understanding to address Class B and Class A training for non-holders, including required work periods in exchange for training.

The City agreed to withdraw any repudiation claim regarding this article, and agreed to hold to current language until such time both parties could meet to ratify an LOU, to be drafted by April 1, 2024.

The Employer and the Union agree to the following process to address internal bidding on positions that require Class B and/or Class A licenses:

***For positions that require the utilization of a Class B or Class A License for more than 30% of the position's regular work hours:***

- At the time of signature of this letter, the following positions are included in this category: Mechanic, Lead Mechanic, Heavy Equipment Operator – Class A, Heavy Equipment Operator – Class B, Repair, Repair Crew Foreman, Sewer Maintenance, and Utilityworker – Park.
- For positions that require the use of the license for more than 30% of their regular work hours, a Class B license shall be a minimum qualification to bid internally on such job.
- If there are no internal job bidders who hold the Class B, the Employer may seek qualified external applicants to fill the vacancy.
- If there are no qualified external applicants within an external 14-day posting period, the Employer shall repost internally and offer Class B training to internal job bidders.
  - The bid shall be awarded to the senior applicant with agreement to enter a Class B Training Program as designated by the Employer.
  - Any employee enrolled in a Class B training program shall sign an agreement acknowledging the terms and conditions of the program, including costs of training.
  - Upon agreement to enter the training program, the employee shall immediately begin training.
  - The employer shall cover all associated costs of the training, including books, enrollment fees, testing fees, and license fees. Employee agrees that in the event that they are terminated or do not successfully complete the training, they will repay the full cost incurred by the City in providing the training.
  - Class hours and behind the wheel hours shall be compensated at the employee's regular rate of pay if they are scheduled and occur during the employee's regularly scheduled shift.
  - During the period of training, employee shall receive a \$1.00 reduction in hourly wage for the position requiring the license for which training is provided.
  - Upon receipt of Class B license, employee shall provide a copy to the Employer.
  - Upon receipt of the Class B license, the employee agrees to commit to the following term of service with the Employer:
    - Where the total cost of training is \$3000 or less, for a period of 3 years.
    - Where the total cost of training is greater than \$3000 for a period of 5 years
- If the employee leaves the position prior to the end of the term of service, the Employee shall be responsible for reimbursing the employer training costs on a pro-rated basis. Pro-ration shall be calculated by months of service.

- If an employee bids on a position which requires a Class A license but holds only a class B license:
  - The bid shall be awarded to the senior applicant holding a Class B license with agreement to enter a Class A Training Program as designated by the Employer.
  - Any employee enrolled in a Class A training program shall sign an agreement acknowledging the terms and conditions of the program, including costs of training.
  - Upon agreement to enter the training program, the employee shall immediately begin training.
  - The employer shall cover all associated costs of the training, including books, enrollment fees, testing fees, and license fees. Employee agrees that in the event that they are terminated or do not successfully complete the training, they will repay the full cost incurred by the City in providing the training.
  - Class hours and behind the wheel hours shall be compensated at the employee's regular rate of pay.
  - While the employee is in training, they shall be paid at the Class B rate of pay.
  - Upon receipt of the Class A license, the employee shall provide a copy to the Employer; once a copy has been provided, the employee shall immediately be moved to the Class A rate of pay.
  - Upon receipt of the Class B license, the employee agrees to commit to the following term of service with the Employer:
    - Where the total cost of training is \$3000 or less, for a period of 3 years.
    - Where the total cost of training is greater than \$3000 for a period of 5 years
- If the employee leaves the position prior to the end of the term of service, the Employee shall be responsible for reimbursing the employer training costs on a pro-rated basis. Pro-ration shall be calculated by months of service.
- If any additional positions are created that require a commercial drivers' license, the Employer and the Union agree to meet and negotiate the application of the above terms, including the anticipated utilization of the license in the positions' regular hours.
- The Employer and Union further agree that the probationary period all internal postings shall be 67 shifts.
- Finally for all training provided pursuant to this LOU, employees shall have 6 months to complete training programs, provided that period may be extended by agreement for good cause shown.

***For positions that require the utilization of a Class B or Class A License for less than 30% of the position's regular work hours:***

- At the time of signature of this letter, the following positions are included in this category: Utility Worker – ITMEC, Custodian/Building Maintenance, Building Maintenance/Repair – Public Works, Building Maintenance – ITMEC, Building Maintenance – City Hall, Library Maintenance, and Advanced Clerical/Technical Assistant – Public Works.
- If an eligible position is posted internally and receives no applicants who possess the required license, the Employer and the Union agree that the position shall then be offered to internal candidates who possess the other necessary qualifications of the job. An employee who accepts this offer shall be subject to the conditions of this training as above.

The Union and the Employer agree to meet and confer on this letter of understanding no later than 9 months from the date of signature.

All other articles and provisions of the CBA will continue in full force and effect, including the prior application of job bidding language as it pertains to all other issues.