

**LAUDERDALE CITY COUNCIL MEETING AGENDA**  
**7:00 P.M. TUESDAY, JANUARY 26, 2021**

Due to the coronavirus, the city council is holding meetings by teleconference. The public may view the meeting on Lauderdale's public access channel 16 for cable subscribers or online at <https://www.ctvnorthsuburbs.org/your-city/lauderdale/>. The public may join the meeting using the login instructions at the end of the agenda.

The City Council is meeting as a legislative body to conduct the business of the City according to Robert's Rules of Order and the Standing Rules of Order and Business of the City Council. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. **CALL TO ORDER THE LAUDERDALE CITY COUNCIL MEETING**
2. **SWEARING IN CEREMONY**
3. **ROLL CALL**
4. **APPROVALS**
  - a. Agenda
  - b. Minutes of the January 12, 2021 City Council Meeting
  - c. Claims Totaling \$162,037.30
5. **CONSENT**
  - a. Resolution No. 012621A – Approving a 3.4% Variance to the Lot Coverage Requirement at 1763 Malvern Street
  - b. December Financial Report
  - c. Fourth Quarter Investment Report
  - d. 2021-2020 Union Contract
6. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
7. **INFORMATIONAL PRESENTATIONS / REPORTS**
  - a. City Council Updates

8. **PUBLIC HEARINGS**

Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings all affected residents will be given an opportunity to speak pursuant to the Robert's Rules of Order and the standing rules of order and business of the City Council.

9. **DISCUSSION / ACTION ITEM**

- a. Discussion with City Attorney about Financial, Legal, and Land Use Agreements Required to Close Land Sale of 1795 Eustis Street

- b. National League Cities Warranty Line Program

**10. ITEMS REMOVED FROM THE CONSENT AGENDA**

**11. ADDITIONAL ITEMS**

**12. SET AGENDA FOR NEXT MEETING**

- a. Gasperre Pond Dredging Quote
- b. St. Paul Regional Water Treatment Plant Update by Brent Marsolek
- c. Update on NineNorth by Dana Healy (March 23)

**13. WORK SESSION**

- a. Community Development Update
- b. Opportunity for the Public to Address the City Council

Any member of the public may speak at this time on any item not on the agenda. In consideration for the public attending the meeting, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address, and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer.

Your participation, as prescribed by the Robert's Rules of Order and the standing rules of order and business of the City Council, is welcomed and your cooperation is greatly appreciated.

**14. CLOSED SESSION**

- a. City Administrator Performance Review

**15. ADJOURNMENT**

**Meeting Login Instructions:**

You are invited to a Zoom webinar.

When: Jan 26, 2021 07:00 PM Central Time (US and Canada)

Topic: January 26, 2021 City Council Webinar

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87114820340?pwd=NFQ0S01aRlFmTHJPSWIwSjZYVmdvQT09>

Passcode: 352808

Or iPhone one-tap :

US: +13126266799,,87114820340# or +16465588656,,87114820340#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or 833 548 0276 (Toll Free) or 833 548 0282 (Toll Free) or 877 853 5247 (Toll Free) or 888 788 0099 (Toll Free)

Webinar ID: 871 1482 0340

International numbers available: <https://us02web.zoom.us/j/87114820340?pwd=NFQ0S01aRlFmTHJPSWIwSjZYVmdvQT09>

LAUDERDALE CITY COUNCIL  
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HELD REMOTELY VIA TELECONFERENCE

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January 12, 2021

**Call to Order**

Mayor Gaasch called the Regular City Council meeting to order at 7:00 p.m.

**Swearing in Ceremony**

Administrator Butkowski performed the swearing in ceremony for Mayor Gaasch and Councilors Dains and Pulford.

**Roll Call**

Councilors present: Andi Moffatt, Roxanne Grove, Jeff Dains, Duane Pulford, and Mayor Mary Gaasch.

Councilors absent: None.

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator; and Miles Cline, Deputy City Clerk.

**Approvals**

Mayor Gaasch asked if there were any additions to the meeting agenda. There being none, Councilor Moffatt moved and seconded by Councilor Dains to approve the agenda. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any corrections to the minutes of the December 8, 2020 city council meeting. There being none, Councilor Dains moved and seconded by Councilor Pulford to approve the minutes of the December 8, 2020 city council meeting. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Pulford moved and seconded by Councilor Grove to approve the claims totaling \$391,957.35. Motion carried unanimously on a roll call vote.

**Consent**

Councilor Dains moved and seconded by Councilor Pulford to approve the Consent Agenda thereby approving Resolution No. 011221A – Designating Official Depository and Investment Institutions, Resolution No. 011221B – 2021 Fee Schedule and acknowledging the November financial report and the 2021 city council meeting schedule.

**Public Hearings**

A. Ordinance No. 21-01 Amending Title 3, Chapter 6 of the Code of Ordinances Regarding Tobacco, Tobacco Products, Tobacco-Related Devices, Nicotine or Lobelia Delivery Products, and Electronic Delivery Devices and Resolution No. 011221C – Authorizing Publication of Ordinance No. 21-01 by Title and Summary

Early in 2020, the Council began studying the tobacco ordinance recognizing it would need to be updated to reflect new federal and state legislation. The Council also considered the interest of the existing tobacco license holders to open tobacco shops in order to sell a broader selection of

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flavored tobacco products. The ordinance was revised to reflect the legislative changes and amended to prohibit the sale of flavored tobacco in the community. Notice of the proposed changes was provided to the existing tobacco license holders and the community.

Mayor Gaasch opened up the floor to anyone in attendance interested in addressing the Council on this topic.

Melissa Walker, 1895 Pleasant Street, stated that she supported the T21 and flavor restrictions when the Council passed them in 2018. Walker continued to say that both her father and father-in-law died from lung cancer, and she supports the ban on all flavored tobacco.

Vakare Bartkaitis, former RAHS student, shared that she spoke at the 2018 public hearing in support of the T21 measure. She returned to speak out against flavored tobacco and supports a ban on it in Lauderdale based on her experience seeing used by peers.

There being no others interested in speaking on this topic, Mayor Gaasch closed the floor.

After discussion, Councilor Pulford made a motion to adopt Ordinance No. 21-01, an Ordinance Amending Title 3, Chapter 6 of the Code of Ordinances Regarding Tobacco, Tobacco Products, Tobacco-Related Devices, Nicotine or Lobelia Delivery Products, and Electronic Delivery Devices. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

Councilor Pulford made a motion to adopt Resolution No. 011221C—A Resolution Authorizing Publication of Ordinance No. 21-01 by Title and Summary. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

#### B. Lot Coverage Variance Request for 1763 Malvern Street

The owner and applicant propose constructing a home on a lot that does not have a house. The lot has an existing garage that will remain. The existing garage is larger than what would have been newly constructed. The house was designed with a smaller footprint to accommodate but to have covered porches requires a variance from the 30% lot coverage allowance. The owner and applicant are requesting a 3.4% lot coverage variance.

Mayor Gaasch opened up the floor to anyone in attendance interested in addressing the Council on this topic.

Dave Zdenek, 1767 Malvern Street, asked the Council what considerations have been given to privacy for neighboring properties.

Tim Helin, the applicant, said they are in compliance with front, side yard, and backyard setbacks. He said that the utility spaces are on the north side of the house to afford private.

Butkowski responded that the required side yard setback is five feet and the applicant's approved

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plan provides seven and one-half foot setbacks. When the lot was detached from the adjacent property to the north earlier in the year, the Council provided a variance for the deck of the northern property as it encroached into the side yard setback of that lot.

There being no others interested in speaking on this topic, Mayor Gaasch closed the floor.

Councilor Moffatt made a motion to direct staff to prepare a resolution of approval for the lot coverage variance request at 1763 Malvern Street for the next meeting. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

**Discussion/Action Item**

A. Resolution No. 011221D – Awarding the Sale of Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A, in the Original General Aggregate Principal Amount of \$1,390,000; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment

The bond sale to refinance the Series 2018A General Obligation Tax Increment Revenue Bonds was held the morning of Tuesday, January 12. The results of the sale were reported to the City Council who were asked to adopt Resolution No. 011221D.

Councilor Moffatt made a motion to adopt Resolution No. 011221D—A Resolution Awarding the Sale of Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A, in the Original Aggregate Principal Amount of \$1,390,000; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment. This was seconded by Councilor Pulford and carried unanimously on a roll call vote.

**B. 1795 Eustis Street Salvage Agreement**

There has been a lot of interest in preserving as much of the former Lauderdale School as possible and prevent the beautiful old woodwork and finishes from ending up in a landfill. The difficult part is removing items of value and finding new homes for them.

Previously, staff spoke with two salvage companies about the building. Both were interested in the opportunity to salvage the premises but only one would compensate the City. Staff worked with the city attorney to draft an agreement with Bauer Brothers of Minneapolis. They would remove items with resale value such as: wooden trim, railings, doors, flooring, cabinetry, bathroom fixtures, drinking fountains, emergency signage, windows, lighting, chalkboards, and heating and cooling units. The rest would remain until the asbestos abatement and demolition.

If the Council approves, we will let the community know so they can connect with Bauer Brothers if they are interested.

Councilor Pulford made a motion to enter into the Salvage Agreement with Bauer Brothers, Inc. as presented. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

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**C. Committee Appointments and Assignments**

The Council determines committee assignments and makes other designations at the first meeting of the year. Staff presented a listing based on previous years' assignments. The Council made a few changes; staff will update the list and distribute after the meeting.

Councilor Moffatt made a motion to adopt the committee assignments and designations as discussed. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

**Set Agenda for Next Meeting**

The January 26 council meeting may include the Gasperre Pond dredging quote.

**Work Session**

**A. Community Development Update**

Butkowski stated that the Luther Seminary pond work was completed for the season; work will resume in the spring. Stacie Kvilvang answered questions from the Council about Real Estate Equities' recent application for affordable housing tax credits. Councilor Pulford mentioned that Deterra packets are available to safely dispose of old prescription drugs. Councilor Grove mentioned that the Falcon Heights Fire department was disbanded.

**B. Opportunity for the Public to Address the City Council**

Mayor Gaasch opened up the floor to anyone in attendance interested in addressing the Council.

There being no people interested in speaking, Mayor Gaasch closed the floor.

Councilor Moffatt made a motion to enter into a closed session at 8:29 p.m. This was seconded by Councilor Pulford and carried unanimously on a roll call vote.

**Closed Session**

**A. Union Proposal and Negotiations**

The Council discussed the union's proposal for wage and insurance increases for 2021-2022. Staff will bring a final draft of the agreement to the next meeting for consideration.

Councilor Pulford made a motion to return from closed session at 8:39 p.m. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

**Adjournment**

Councilor Moffatt moved and seconded by Dains to adjourn the meeting at 8:40 p.m. Motion carried unanimously on a roll call vote.

Respectfully submitted,

*Miles Cline*

Miles Cline

Deputy City Clerk



CITY OF LAUDERDALE  
LAUDERDALE CITY HALL  
1891 WALNUT STREET  
LAUDERDALE, MN 55113  
651-792-7650  
651-631-2066 FAX

### **Request for Council Action**

**To:** Mayor and City Council  
**From:** City Administrator  
**Meeting Date:** January 26, 2021  
**Subject:** List of Claims

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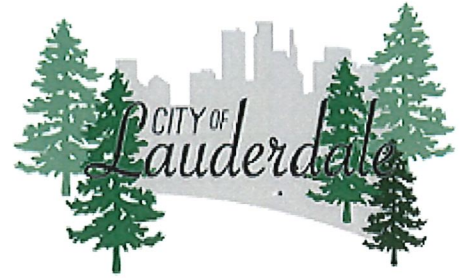
The claims totaling \$162,037.30 are provided for City Council review and approval that includes check numbers 27273 to 27290.



# Accounts Payable

## Checks by Date - Detail by Check Date

User: MILES.CLINE  
 Printed: 1/21/2021 3:10 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	34	AFSCME MN Council 5 PR Batch 50200.01.2021 Union Dues	01/22/2021 PR Batch 50200.01.2021 Unio	214.24
Total for this ACH Check for Vendor 34:				214.24
ACH	43	Public Employees Retirement Association PR Batch 50200.01.2021 PERA Coordinated PR Batch 50200.01.2021 PERA Coordinated	01/22/2021 PR Batch 50200.01.2021 PER PR Batch 50200.01.2021 PER	1,020.45 1,177.43
Total for this ACH Check for Vendor 43:				2,197.88
ACH	44	Minnesota Department of Revenue PR Batch 50200.01.2021 State Income Tax	01/22/2021 PR Batch 50200.01.2021 Stat	653.98
Total for this ACH Check for Vendor 44:				653.98
ACH	45	ICMA Retirement Corporation PR Batch 50200.01.2021 Deferred Comp PR Batch 50200.01.2021 Deferred Comp	01/22/2021 PR Batch 50200.01.2021 Def PR Batch 50200.01.2021 Def	1,759.41 1,079.53
Total for this ACH Check for Vendor 45:				2,838.94
ACH	46	Internal Revenue Service PR Batch 50200.01.2021 FICA Employer Portio PR Batch 50200.01.2021 FICA Employee Portio PR Batch 50200.01.2021 Medicare Employee Pc PR Batch 50200.01.2021 Federal Income Tax PR Batch 50200.01.2021 Medicare Employer Po	01/22/2021 PR Batch 50200.01.2021 FIC. PR Batch 50200.01.2021 FIC. PR Batch 50200.01.2021 Mec PR Batch 50200.01.2021 Fed PR Batch 50200.01.2021 Mec	1,177.12 1,177.12 275.31 1,784.35 275.31
Total for this ACH Check for Vendor 46:				4,689.21
Total for 1/22/2021:				10,594.25
27273	20 438692 438692 438692	Abdo Eick & Meyers LLP 2020 Audit 2020 Audit 2020 Audit	01/26/2021	3,500.00 750.00 750.00
Total for Check Number 27273:				5,000.00
27274	65 17289597	Allstream Inc. Fax Line	01/26/2021	53.40
Total for Check Number 27274:				53.40
27275	184 4072642123 4072642123	Cintas January Uniforms January Uniforms	01/26/2021	5.52 5.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 27275:	11.03
27276	2 IN44262 IN44262	City of St Paul 2020 Como Avenue Sewer Improvements 2020 Como Avenue - Bolger Assess	01/26/2021	75,185.74 58,266.00
			Total for Check Number 27276:	133,451.74
27277	58 12549	City of White Bear Lake 2021 Ramsey County GIS Fees	01/26/2021	219.12
			Total for Check Number 27277:	219.12
27278	192 114900164	Comcast Holdings Corporation 12/20 Internet	01/26/2021	413.00
			Total for Check Number 27278:	413.00
27279	25  PUBW-018995 RISK-002088	County of Ramsey PR Batch 50200.01.2021 Life Insurance PR Batch 50200.01.2021 Short Term Disability PR Batch 50200.01.2021 Long Term Disability October - December Snow Removal January Insurance Processing Fee	01/26/2021 PR Batch 50200.01.2021 Life PR Batch 50200.01.2021 Sho PR Batch 50200.01.2021 Lon	295.06 64.67 94.47 3,323.15 25.00
			Total for Check Number 27279:	3,802.35
27280	19 85881	Ehlers and Associates Inc 1795 Eustis Project	01/26/2021	147.50
			Total for Check Number 27280:	147.50
27281	61 1000531	Gopher State One Call 2021 Annual Operator Fee	01/26/2021	50.00
			Total for Check Number 27281:	50.00
27282	325 MIN01210273	Jani-King of MN, Inc. City Hall Floor Seal & Wax	01/26/2021	1,464.00
			Total for Check Number 27282:	1,464.00
27283	134 00108	Katrina Joseph December Legal Services	01/26/2021	925.00
			Total for Check Number 27283:	925.00
27284	31 159004 159004	Kennedy & Graven Chartered 12/20 December Legal Services 12/20 Draft Purchase and Development Agreem	01/26/2021	1,225.00 1,700.00
			Total for Check Number 27284:	2,925.00
27285	185 12312020 12312020 12312020	Lauderdale Certified Auto Repair Inc December Fuel December Fuel December Fuel	01/26/2021	61.82 288.51 61.82
			Total for Check Number 27285:	412.15
27286	99 012021	Metropolitan Area Management Associatio 2021 HB Dues	01/26/2021	45.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 27286:	45.00
27287	11 2020-530	North Suburban Communications Commiss 4Q20 Contribution	01/26/2021	1,104.43
			Total for Check Number 27287:	1,104.43
27288	5 619861-12-20	Premium Waters Inc December Water Bottles	01/26/2021	15.99
			Total for Check Number 27288:	15.99
27289	7 8740454-0500-6	Waste Management Inc January Public Works	01/26/2021	449.93
			Total for Check Number 27289:	449.93
27290	74	Xcel Energy	01/26/2021	
	714523145	12/20 Street Lighting		424.26
	714565454	12/20 1885 Fulham Street		52.01
	714565454	12/20 1917 Walnut Street		90.96
	714565454	12/20 1885 Fulham Street		50.98
	714565454	12/20 1917 Walnut Street		39.36
	714697839	12/20 1891 Walnut Street		90.73
	714697839	12/20 1891 Walnut Street		138.77
	714758090	12/20 Larpenteur Avenue		66.34
			Total for Check Number 27290:	953.41
			Total for 1/26/2021:	151,443.05
			Report Total (23 checks):	162,037.30

# LAUDERDALE COUNCIL ACTION FORM

## Action Requested

Consent  \_\_\_\_\_  
Public Hearing  \_\_\_\_\_  
Discussion  \_\_\_\_\_  
Action  \_\_\_\_\_  
Resolution  \_\_\_\_\_  
Work Session  \_\_\_\_\_

Meeting Date January 26, 2021

ITEM NUMBER Variance Resolution 1763 Malvern

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR

## DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the January 12 City Council Meeting, the Council directed staff to prepare a resolution of approval for a 3.4% lot coverage variance to construct a new house on a lot with an existing garage.

## OPTIONS:

- Adopt the resolution as part of the consent agenda.
- Remove from the consent agenda for discussion before taking action.

## STAFF RECOMMENDATION:

By approving the consent agenda, the City Council is adopting the attached resolution.

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**CITY OF LAUDERDALE  
COUNTY OF RAMSEY  
STATE OF MINNESOTA  
RESOLUTION NO. 012621A**

**RESOLUTION APPROVING A 3.4% VARIANCE TO THE LOT COVERAGE  
REQUIREMENT AT 1763 MALVERN STREET**

**WHEREAS**, Helin Company applied for a 3.4% variance to the 30% lot coverage requirement to construct a new single-family home in the R-1 District; and

**WHEREAS**, Schumacher Holdings, LLC owns the property at 1763 Malvern Street, which is legally described as:

**PIN: 172923330091**

**Lot 10, Block 9**

**Lauderdale's East Side Addition to Minneapolis, Ramsey County, Minnesota**

**WHEREAS**, Section 10-8-8 (Setback Requirements in R-1) allows for a maximum of 30% lot coverage of all structures; and

**WHEREAS**, a new single-family home is proposed that would exceed the lot coverage by 3.4%; and

**WHEREAS**, notification letters went to property owners adjacent to the subject property; and

**WHEREAS**, a public hearing on the request was held at the January 12, 2021 city council meeting; and

**WHEREAS**, the Lauderdale City Council has made the following findings:

1. The variance is in harmony with the general purposes and intent of the city's zoning ordinance because it is in support of single-family housing in an area zoned for such.
2. The variance is consistent with the city's comprehensive plan because it promotes single family housing in an area guided for such.
3. The variance will not alter the essential character of the neighborhood because the structure will be of a size and scale of other single-family dwellings in the vicinity. The variance is of a size and is associated with elements of the structure (porches) which the city has previously supported through variances.
4. The applicant has established that there exist practical difficulties in complying with the zoning ordinance because the existing garage is larger than what would be

typical for the size of the lot. The size of the house has been reduced but the variance is necessary to have the covered front and back entries.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lauderdale, does hereby approve a 3.4% variance to the lot coverage requirements, based upon the above findings.

Dated: January 26, 2021

\_\_\_\_\_  
Mary Gaasch, Mayor

Attest:

(SEAL)

\_\_\_\_\_  
Heather Butkowski, City Administrator-Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ upon vote being taken thereon, the following voted in favor thereof:  
Members \_\_\_\_\_.

And the following voted against same: \_\_\_\_\_.

Absent: \_\_\_\_\_.

Whereupon said resolution was declared duly passed.

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent                      X    
Public Hearing                       
Discussion                           
Action                                 
Resolution                           
Work Session                      

Meeting Date                    January 26, 2021

ITEM NUMBER                    December Financial Report

STAFF INITIAL                      AB  

APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

Every month, staff provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for December 2020. These numbers do not reflect the typical end-of-year adjustments prepared during the audit.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council acknowledges the city's financial report for December 2020.

# General Ledger

## Cash Balances



User: heather.butkowski  
 Printed: 1/20/2021 10:32:59 AM  
 Period 12 - 12  
 Fiscal Year 2020

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,607,559.79	587,766.25	988,899.35	-3,008,692.89
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	13,305.21	11.01	1,857.60	11,458.62
Cash	227-00000-000-10100	78,098.29	69.59	5,733.49	72,434.39
Cash	305-00000-000-10100	311.76	0.00	0.00	311.76
Cash	306-00000-000-10100	151,576.47	145.77	0.00	151,722.24
Cash	401-00000-000-10100	159,335.46	153.23	0.00	159,488.69
Cash	403-00000-000-10100	483,665.41	513.90	11,563.42	472,615.89
Cash	404-00000-000-10100	188,362.07	134,241.14	0.00	322,603.21
Cash	414-00000-000-10100	392,668.48	40,901.56	0.00	433,570.04
Cash	416-00000-000-10100	94,494.02	0.00	0.00	94,494.02
Cash	602-00000-000-10100	1,053,658.53	48,205.74	6,459.89	1,095,404.38
Cash	603-00000-000-10100	421,512.11	14,342.63	9,707.91	426,146.83
<b>Current Assets</b>		<b>429,528.02</b>	<b>826,350.82</b>	<b>1,024,221.66</b>	<b>231,657.18</b>
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
<b>Petty Cash</b>		<b>300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300.00</b>
Investments - Fair Value Adj	101-00000-000-10410	3,401,473.71	503,754.57	0.00	3,905,228.28
<b>Investments</b>		<b>3,401,473.71</b>	<b>503,754.57</b>	<b>0.00</b>	<b>3,905,228.28</b>
<b>Grand Total</b>		<b><u>3,831,301.73</u></b>	<b><u>1,330,105.39</u></b>	<b><u>1,024,221.66</u></b>	<b><u>4,137,185.46</u></b>



# General Ledger

## Revenue vs Expense

User: heather.butkowski  
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 Period 12 - 12  
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend	Collect
<b>101</b>	<b>General Fund</b>						
	<b>Revenue</b>						
	Taxes	845,614.00	0.00	859,714.34	-14,100.34		101.67
	Licenses and Permits	40,650.00	3,271.80	36,456.40	4,193.60		89.68
	Intergovernmental Revenues	549,070.00	274,335.50	730,090.00	-181,020.00		132.97
	Charges for Services	12,350.00	1,645.45	11,608.64	741.36		94.00
	Fines and Forfeits	27,000.00	2,253.00	21,815.19	5,184.81		80.80
	Miscellaneous Revenue	10,000.00	1,680.85	9,329.88	670.12		93.30
	Other Financing Sources	0.00	0.00	0.00	0.00		0.00
		<b>1,484,684.00</b>	<b>283,186.60</b>	<b>1,669,014.45</b>	<b>-184,330.45</b>		<b>112.42</b>
	<b>Revenue</b>						
	<b>Expense</b>						
	Personal Services	418,026.00	34,833.09	409,789.99	8,236.01		98.03
	Supplies	17,350.00	1,666.63	17,340.06	9.94		99.94
	Other Services and Charges	1,003,308.00	111,835.71	1,068,326.43	-65,018.43		106.48
	Capital Outlay	0.00	0.00	0.00	0.00		0.00
	Other Uses	46,000.00	38,000.00	38,000.00	8,000.00		82.61
		<b>1,484,684.00</b>	<b>186,335.43</b>	<b>1,533,456.48</b>	<b>-48,772.48</b>		<b>103.29</b>
	<b>Expense</b>						
<b>101</b>	<b>General Fund</b>	<b>0.00</b>	<b>96,851.17</b>	<b>135,557.97</b>	<b>-135,557.97</b>		<b>0.00</b>

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 1/20/2021 10:34:10 AM  
 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	<b>Communications</b>					
	<b>Revenue</b>					
	Taxes	20,000.00	0.00	12,896.35	7,103.65	64.48
	Miscellaneous Revenue	<u>40.00</u>	<u>11.01</u>	<u>145.21</u>	<u>-105.21</u>	<u>363.03</u>
	<b>Revenue</b>	<b>20,040.00</b>	<b>11.01</b>	<b>13,041.56</b>	<b>6,998.44</b>	<b>65.08</b>
	<b>Expense</b>					
	Personal Services	9,257.00	834.77	9,460.19	-203.19	102.19
	Supplies	700.00	0.00	650.00	50.00	92.86
	Other Services and Charges	3,300.00	1,022.83	8,195.42	-4,895.42	248.35
	Capital Outlay	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>18,257.00</b>	<b>1,857.60</b>	<b>18,305.61</b>	<b>-48.61</b>	<b>100.27</b>
226	<b>Communications</b>	<b>1,783.00</b>	<b>-1,846.59</b>	<b>-5,264.05</b>	<b>7,047.05</b>	<b>-295.24</b>

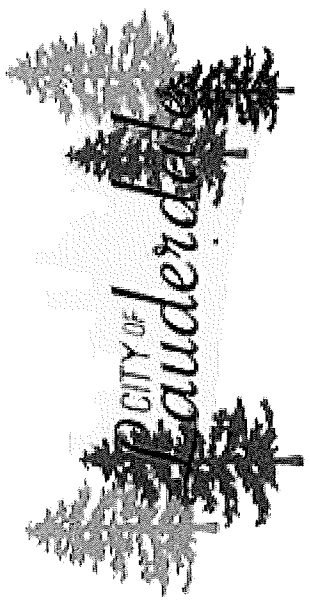
# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 1/20/2021 10:34:10 AM  
 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	<b>Recycling Revenue</b>					
	Intergovernmental Revenues	5,900.00	0.00	0.00	5,900.00	0.00
	Miscellaneous Revenue	<u>36,315.00</u>	<u>69.59</u>	<u>40,209.61</u>	<u>-3,894.61</u>	<u>110.72</u>
	<b>Revenue</b>	<b>42,215.00</b>	<b>69.59</b>	<b>40,209.61</b>	<b>2,005.39</b>	<b>95.25</b>
	<b>Expense</b>					
	Personal Services	23,830.00	2,140.33	21,012.73	2,817.27	88.18
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	39,122.00	3,260.16	39,059.66	62.34	99.84
	Capital Outlay	<u>350.00</u>	<u>333.00</u>	<u>333.00</u>	<u>17.00</u>	<u>95.14</u>
	<b>Expense</b>	<b>63,302.00</b>	<b>5,733.49</b>	<b>60,405.39</b>	<b>2,896.61</b>	<b>95.42</b>
227	<b>Recycling</b>	<b>-21,087.00</b>	<b>-5,663.90</b>	<b>-20,195.78</b>	<b>-891.22</b>	<b>95.77</b>

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 1/20/2021 10:34:10 AM  
 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	Revenue					
	Miscellaneous Revenue	500.00	0.00	11.09	488.91	2.22
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>500.00</b>	<b>0.00</b>	<b>11.09</b>	<b>488.91</b>	<b>2.22</b>
	Expense					
	Other Services and Charges	0.00	0.00	475.00	-475.00	0.00
	Debt Service	25,253.00	0.00	25,252.50	0.50	100.00
	<b>Expense</b>	<b>25,253.00</b>	<b>0.00</b>	<b>25,727.50</b>	<b>-474.50</b>	<b>101.88</b>
305	GO TIF Revenue Bonds 2018A	-24,753.00	0.00	-25,716.41	963.41	103.89

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
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 Period: 12 - 12  
 Fiscal Year: 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue					
	Miscellaneous Revenue	100.00	145.77	1,187.01	-1,087.01	1,187.01
	Other Financing Sources	<u>127,837.00</u>	<u>0.00</u>	<u>73,278.28</u>	<u>54,558.72</u>	<u>57.32</u>
	<b>Revenue</b>	<b>127,937.00</b>	<b>145.77</b>	<b>74,465.29</b>	<b>53,471.71</b>	<b>58.20</b>
	Expense					
	Other Services and Charges	0.00	0.00	475.00	-475.00	0.00
	Debt Service	<u>23,865.00</u>	<u>0.00</u>	<u>23,864.58</u>	<u>0.42</u>	<u>100.00</u>
	<b>Expense</b>	<b>23,865.00</b>	<b>0.00</b>	<b>24,339.58</b>	<b>-474.58</b>	<b>101.99</b>
306	2019A Improvement Bonds	<b>104,072.00</b>	<b>145.77</b>	<b>50,125.71</b>	<b>53,946.29</b>	<b>48.16</b>

# General Ledger Revenue vs Expense

User: heather.butkowski  
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 Period 12 - 12  
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	<b>General Capital Projects</b>					
	<b>Revenue</b>					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	1,500.00	153.23	1,658.00	-158.00	110.53
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>1,500.00</b>	<b>153.23</b>	<b>1,658.00</b>	<b>-158.00</b>	<b>110.53</b>
	<b>Expense</b>					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	85,000.00	0.00	0.00	85,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>85,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>85,000.00</b>	<b>0.00</b>
401	<b>General Capital Projects</b>	<b>-83,500.00</b>	<b>153.23</b>	<b>1,658.00</b>	<b>-85,158.00</b>	<b>-1.99</b>

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 1/20/2021 10:34:10 AM  
 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	<b>Street Capital Projects</b>					
	<b>Revenue</b>					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	4,000.00	513.90	5,617.84	-1,617.84	140.45
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>4,000.00</b>	<b>513.90</b>	<b>5,617.84</b>	<b>-1,617.84</b>	<b>140.45</b>
	<b>Expense</b>					
	Capital Outlay	0.00	11,563.42	54,943.20	-54,943.20	0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>11,563.42</b>	<b>54,943.20</b>	<b>-54,943.20</b>	<b>0.00</b>
403	<b>Street Capital Projects</b>	<b>4,000.00</b>	<b>-11,049.52</b>	<b>-49,325.36</b>	<b>53,325.36</b>	<b>-1,233.13</b>

# General Ledger Revenue vs Expense



User: heather.butkowski  
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 Period: 12 - 12  
 Fiscal Year: 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	<b>Park Capital Projects</b>					
	Revenue					
	Miscellaneous Revenue	4,000.00	181.14	89,342.98	-85,342.98	2,233.57
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<b>Revenue</b>	<b>4,000.00</b>	<b>181.14</b>	<b>89,342.98</b>	<b>-85,342.98</b>	<b>2,233.57</b>
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	65,000.00	-134,060.00	43,581.00	21,419.00	67.05
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>65,000.00</b>	<b>-134,060.00</b>	<b>43,581.00</b>	<b>21,419.00</b>	<b>67.05</b>
404	<b>Park Capital Projects</b>	<b>-61,000.00</b>	<b>134,241.14</b>	<b>45,761.98</b>	<b>-106,761.98</b>	<b>-75.02</b>



# General Ledger

## Revenue vs Expense



User: heather.butkowski  
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 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	<b>Rosehill Tax Increment Revenue</b>	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources					
	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
405	<b>Expense</b>					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
405	<b>Rosehill Tax Increment</b>	0.00	0.00	0.00	0.00	0.00

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
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 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	<b>Development Revenue</b>					
	Miscellaneous Revenue	4,000.00	2,901.56	9,110.65	-5,110.65	227.77
	Other Financing Sources	<u>38,000.00</u>	<u>38,000.00</u>	<u>38,000.00</u>	<u>0.00</u>	<u>100.00</u>
	<b>Revenue</b>	<b>42,000.00</b>	<b>40,901.56</b>	<b>47,110.65</b>	<b>-5,110.65</b>	<b>112.17</b>
	<b>Expense</b>					
	Other Services and Charges	0.00	0.00	4,085.31	-4,085.31	0.00
	Other Uses	<u>67,769.00</u>	<u>0.00</u>	<u>0.00</u>	<u>67,769.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>67,769.00</b>	<b>0.00</b>	<b>4,085.31</b>	<b>63,683.69</b>	<b>6.03</b>
414	<b>Development</b>					
		-25,769.00	40,901.56	43,025.34	-68,794.34	-166.97

# General Ledger

## Revenue vs Expense



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 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	<b>Housing Redevelopment</b>					
	Revenue					
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Expense</b>					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
415	<b>Housing Redevelopment</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
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 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	80.98	-80.98	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>80.98</b>	<b>-80.98</b>	<b>0.00</b>
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
416	TIF District No. 1-2	0.00	0.00	80.98	-80.98	0.00

# General Ledger Revenue vs Expense



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 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	Sanitary Sewer Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	285,916.00	48,880.59	302,039.67	-16,123.67	105.64
	Miscellaneous Revenue	16,300.00	1,052.42	10,931.77	5,368.23	67.07
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>302,216.00</b>	<b>49,933.01</b>	<b>312,971.44</b>	<b>-10,755.44</b>	<b>103.56</b>
	Expense					
	Personal Services	75,030.00	6,384.48	77,603.19	-2,573.19	103.43
	Supplies	800.00	25.73	564.24	235.76	70.53
	Other Services and Charges	193,141.00	1,776.95	178,242.36	14,898.64	92.29
	Capital Outlay	40,000.00	0.00	0.00	40,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>308,971.00</b>	<b>8,187.16</b>	<b>256,409.79</b>	<b>52,561.21</b>	<b>82.99</b>
602	Sanitary Sewer	-6,755.00	41,745.85	56,561.65	-63,316.65	-837.33

# General Ledger

## Revenue vs Expense

User: heather.butkowski  
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 Period 12 - 12  
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	<b>Storm Water Revenue</b>					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	109,338.00	14,238.02	104,675.33	4,662.67	95.74
	Miscellaneous Revenue	4,500.00	409.42	4,371.99	128.01	97.16
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>113,838.00</b>	<b>14,647.44</b>	<b>109,047.32</b>	<b>4,790.68</b>	<b>95.79</b>
	<b>Expense</b>					
	Personal Services	63,672.00	5,443.54	65,798.66	-2,126.66	103.34
	Supplies	750.00	25.73	564.23	185.77	75.23
	Other Services and Charges	27,150.00	4,543.45	27,022.16	127.84	99.53
	Capital Outlay	85,000.00	0.00	85,000.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>176,572.00</b>	<b>10,012.72</b>	<b>93,385.05</b>	<b>83,186.95</b>	<b>52.89</b>
603	<b>Storm Water</b>	<b>-62,734.00</b>	<b>4,634.72</b>	<b>15,662.27</b>	<b>-78,396.27</b>	<b>-24.97</b>

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 1/20/2021 10:34:10 AM  
 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
999	<b>Fund</b>					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Expense</b>					
	Personal Services	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
999	<b>Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 1/20/2021 10:34:10 AM  
 Period 12 - 12  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,142,930.00	389,743.25	2,362,571.21	-219,641.21	1.1025
Expense Total		2,318,673.00	89,629.82	2,114,638.91	204,034.09	0.912
Grand Total		-175,743.00	300,113.43	247,932.30	-423,675.30	-1.4108



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent                      X    
Public Hearing                       
Discussion                           
Action                                 
Resolution                           
Work Session                      

Meeting Date            January 26, 2021

ITEM NUMBER           4Q20 Investment Report

STAFF INITIAL             HB  

APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

Following is the Fourth Quarter Investment Report for 2020.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council acknowledges the investment report for October — December 2020.

**COUNCIL ACTION:**



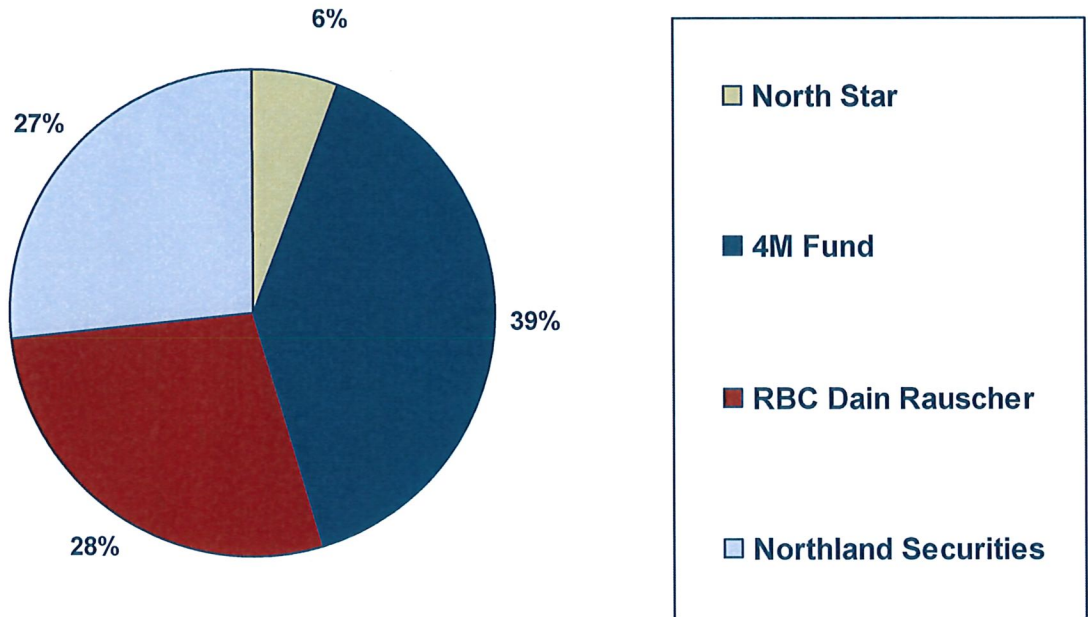
**Fourth Quarter 2020**  
**Investment Report**

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# INVESTMENTS

As of December 31, 2020, the City had the following amounts with official depositories:

North Star Bank	\$ 233,992
4M Fund	1,636,526
RBC Dain Rauscher	1,150,036
Northland Securities	1,108,108
<b>TOTAL</b>	<b>\$ 4,128,662</b>



## DEPOSITORIES AND INVESTMENT TYPES

North Star Bank		
Checking Account	\$	233,992
4M Fund		
Joint Powers Investment	\$	1,636,526
RBC Dain Rauscher		
Money Market Account	\$	0
Certificates of Deposit	\$	1,150,036 (11)
Northland Securities		
Money Market Account	\$	8,108
Certificates of Deposit	\$	1,100,000 (11)

The City's Investment Policy sets some perimeters for investments, such as no more than 60% of the investment portfolio, or \$2,000,000 (whichever is less) shall be invested with any one investment company. No investments shall be made with a term over ten years unless with prior approval from the City Council.

## **INVESTMENT TERM**

Liquid assets are money market accounts.

1-5 Years are made up of certificate of deposit and US Government Instrumentality Securities.

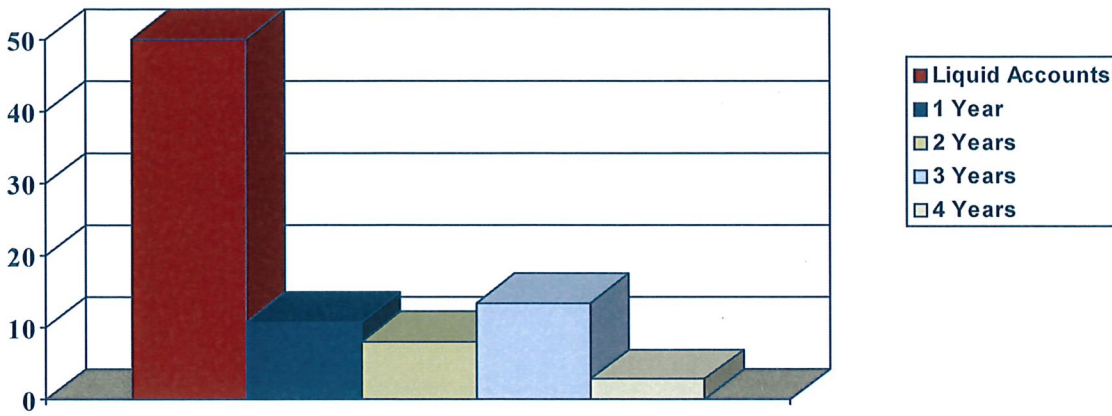
6-10 Years are US Government Instrumentality Securities.

11-15 Years are US Government Instrumentality Securities.

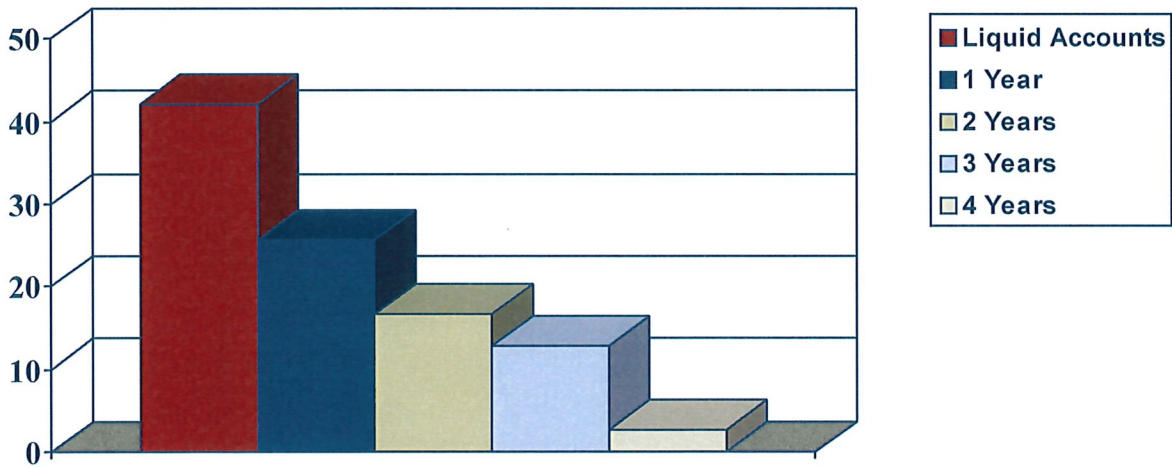
15+ Years are US Government Instrumentality Securities and bonds.

US Government Instrumentality Securities are financial intermediaries established by the federal government to fund loans to certain groups of borrowers, such as homeowners, farmers and students. Most active issuers are Federal Home Loan Bank, Federal National Mortgage Association (Fannie Mae) and Tennessee Valley Authority. Maturities range from three months to 30 years with fixed interest rates.

## EOY 2019 Investment Portfolio

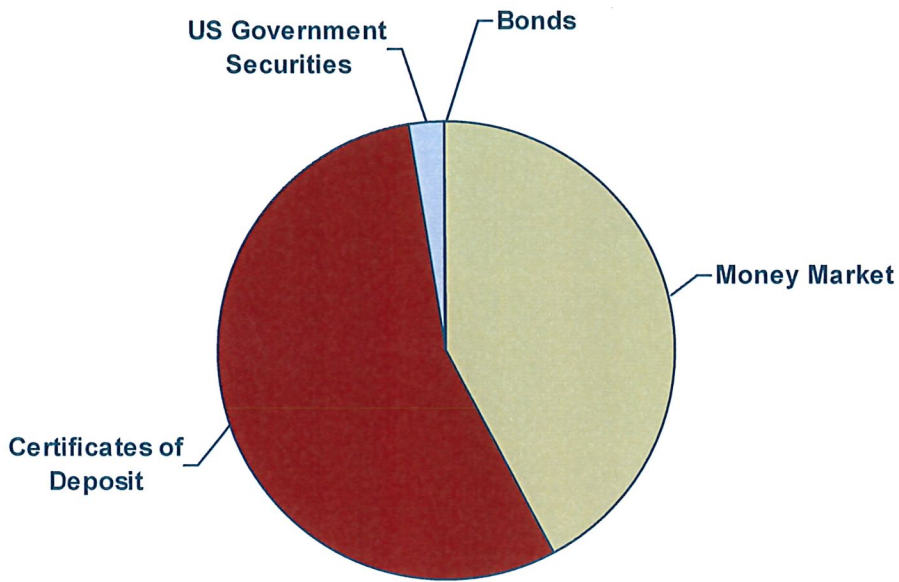


## Fourth Quarter 2020 Investment Portfolio



# INVESTMENT TYPES

Money Market	\$	1,644,634
Bonds		0
Certificates of Deposit		2,150,036
US Government Securities		100,000



## Investment Schedule

<i>Maturity Date</i>	<i>Type</i>	<i>Interest Rate</i>	<i>Investment Broker</i>	<i>Amount</i>	<i>Bank</i>
8/10/2023	AG	0.32%	RBC	100,000.00	Federal Farm Credit Bank
1/23/2023	CD	1.90%	Northland	100,000.00	Sallie Mae
1/9/2023	CD	1.85%	RBC	100,036.13	Morgan Stanley BK
11/9/2022	CD	0.20%	Northland	100,000.00	New York Community Bank
10/31/2022	CD	0.15%	RBC	100,000.00	Unity Bank
10/28/2022	CD	0.20%	RBC	100,000.00	State Bank of India
10/22/2022	CD	0.15%	RBC	100,000.00	ICBC
11/23/2021	CD	3.25%	RBC	100,000.00	Citibank NA
11/21/2021	CD	3.25%	Northland	100,000.00	UBS
10/22/2021	CD	0.10%	Northland	100,000.00	Northpointe Bank
7/29/2021	CD	0.15%	Northland	100,000.00	Bank of China
7/26/2021	CD	0.20%	Northland	100,000.00	Safra National Bank
7/19/2021	CD	1.75%	RBC	100,000.00	Wells Fargo West Las Vegas
6/22/2021	CD	3.00%	Northland	100,000.00	Synchrony
6/18/2021	CD	0.20%	RBC	150,000.00	Enerbank/Continental
3/29/2021	CD	2.95%	RBC	100,000.00	Townebank
2/19/2021	CD	0.10%	RBC	100,000.00	Apple Bank
2/10/2021	CD	0.15%	Northland	100,000.00	Beal
2/7/2021	CD	0.15%	Northland	100,000.00	Texas Capital
1/28/2021	CD	1.70%	Northland	100,000.00	City National Bank BH
1/15/2021	CD	1.65%	RBC	100,000.00	Bank Baroda
1/4/2021	CD	2.00%	Northland	100,000.00	Medallion
10/22/2020	CD	1.60%	RBC	100,000.00	TCF National Bank
10/15/2020	CD	1.75%	Northland	100,000.00	Goldman Sachs
10/9/2020	CD	1.75%	Northland	100,000.00	BMW Bank NA

\$2,150,036

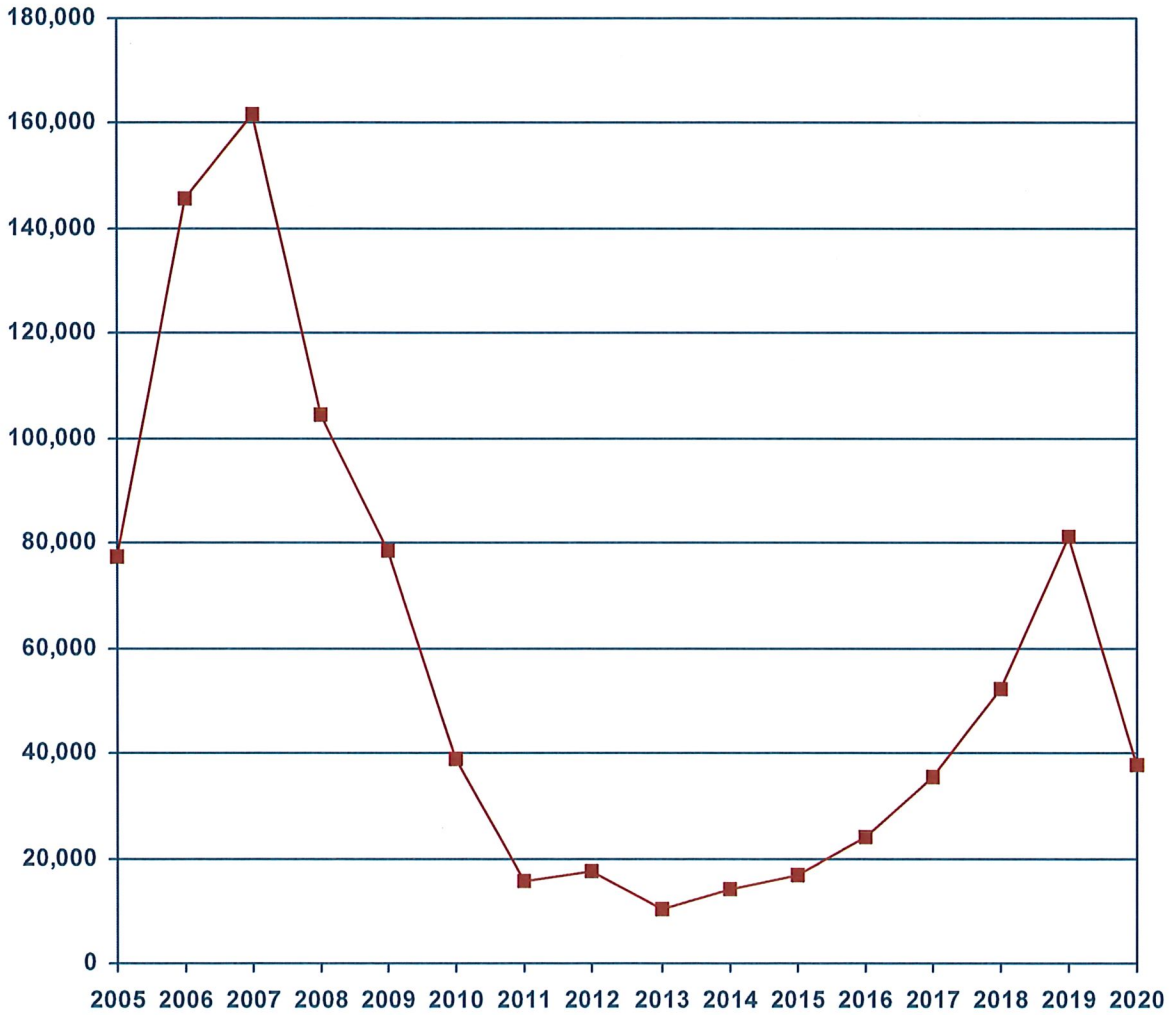
The three maturities this quarter (blue) were replaced by the five CDs noted above in red. Thankfully, the rest of the City's remaining CDs are not callable so there is a guarantee of some yield going forward even if less than expected as the new CDs offer such low return. Staff anticipate continuing to buy short-term CDs and agencies until yields start picking up.



## INTEREST EARNINGS

The following chart shows the interest earnings since 2005 with 2007 being our best year with earnings of \$161,884. After a couple of years of the Federal Reserve slowly raising interest rates, the pandemic has launched another era of low interest rates to support the economy.

Investment interest through 2019 totaled \$81,164. Investment interest earned through the fourth quarter of 2020 totaled \$37,918.46. Interest returns ran slightly high in 2019 due to the additional funds for the street project being invested before being paid out.



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_  
Action \_\_\_\_\_  
Resolution \_\_\_\_\_  
Closed Session \_\_\_\_\_

Meeting Date January 26, 2021

ITEM NUMBER 2021-22 Union Agreement

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

The Council discussed the proposed union contract in closed session at the last meeting. The contract mirrors a typical contract with adjustments for pay and insurance. The contract is ready for adoption unless the Council would like to discuss further.

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council approves the Agreement between the City of Lauderdale and American Federation of State, County, and Municipal Employees Council 5 for 2021 through 2022.

AGREEMENT BETWEEN  
THE CITY OF LAUDERDALE  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
COUNCIL 5

January 1, 2021 - December 31, 2022

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## ARTICLE 1: RECOGNITION

A. The employer recognizes the UNION as the representative of all workers who are defined as public employees by Minn. Stat. 179A, excluding supervisory and confidential employees.

B. If the EMPLOYER establishes new job classes within the bargaining unit, both parties agree to negotiate on wages. All other terms and conditions of this AGREEMENT will apply.

## ARTICLE 2: DEFINITIONS

The following words and phrases will have the meanings given here and will apply throughout this policy. All other words and phrases used in this policy will maintain their generally accepted common meanings.

- A. ANNIVERSARY DATE -the month and date of an employee's initial hiring or promotion.
- B. EXEMPT EMPLOYEE -employees to whom the federal Fair Labor Standards Act does not apply. Generally, administrative, executive and professional employees are exempt employees.
- C. IMMEDIATE FAMILY -the employee's spouse parents, children, siblings, grandparents, grandchildren, similarly related step relations and in-laws.
- D. INDEPENDENT CONTRACTOR/CONSULTANT -persons or firms hired by the City who determine their own hours of operation or use their own resources in the performance of their duties. Independent contractors and consultants are not City employees.
- E. JUST CAUSE - the term shall mean any act of misconduct on the part of an employee, which will reasonably justify the imposition of discipline and further justifies the penalty imposed.
- F. NON-EXEMPT EMPLOYEE -employees to whom the federal Fair Labor Standards Act applies.
- G. OVERTIME -time worked by non-exempt employees in excess of 8 hours per day or forty (40) hours per week.
- H. PART-TIME EMPLOYEE
  - 1) REGULAR PART-TIME EMPLOYEE - an employee retained on a non-temporary basis who works less than forty (40) hours per week on a regular schedule throughout the year.
  - 2) NON-REGULAR PART-TIME EMPLOYEE - an employee retained on a temporary basis who works less than forty (40) hours per week on an irregular schedule throughout the year.

- I. REGULAR FULL-TIME EMPLOYEE - an employee retained on a non-temporary basis who works forty (40) hours or more per week on a regular schedule throughout the year.
- J. STEWARD - An employee designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party; and representing bargaining unit members in the union grievance process.
- K. TEMPORARY OR SEASONAL EMPLOYEE - an employee retained to fill a full-time or part-time position which is of a provisional or seasonal nature.
- L. TERMINATION - a complete separation of an employee from City employment. Termination can be voluntary, through resignation or retirement, or involuntary, through discharge by the City.
- M. UNION - The American Federation of State, County and Municipal Employees, Council 5.

### ARTICLE 3: NON-DISCRIMINATION

It is the City's policy to provide equal employment opportunity to all employees and applicants for employment in accordance with all applicable equal employment opportunity-affirmative action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

### ARTICLE 4: UNION SECURITY

- A. In recognition of the UNION as the exclusive representative:
  - A.1 The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION. The employer will deduct a "fair-share" fee according to Minn. Stat. 179A from the wages of those employees choosing not to join the union and provide the fair share fee to the union through an equivalent process. Only the duly certified exclusive representative shall be granted payroll deduction of dues and fair share fees for employees covered by this AGREEMENT.
  - A.2 The EMPLOYER shall remit such deductions monthly to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made.
  - A.3 The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld and any fair share assessments authorized by law.

- A.4 Such dues deductions shall be canceled by the EMPLOYER upon written request by the employee, at which time a fair share fee will be deducted as authorized by law.
- A.5 The EMPLOYER shall, upon request of the UNION, make available to the UNION a report listing all employees included in the bargaining unit as identified by the article herein titled "Recognition." Such report shall contain the name, classification, pay rate, work unit and mailing address of record.
- B. The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken under the provisions of this article.
- C. The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within thirty (30) days of the execution of this AGREEMENT and upon occurrence of any change thereafter, certify to the EMPLOYER a current list of business representatives, officers and stewards who are authorized by the UNION to investigate and present grievances to the EMPLOYER. The EMPLOYER agrees to recognize such representatives for the purpose of investigating and presenting grievances to the EMPLOYER subject to the following stipulations:
  - C.1 Not more than one employee representative (steward or officer) will be authorized time off with pay to investigate or present any one grievance matter to the EMPLOYER. Nothing in this clause is intended to limit the number of UNION stewards who may request to use their own time (vacation, compensatory, or time without pay) to investigate and present grievances.
  - C.2 Employee stewards and officers may leave their work stations with the concurrence of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their work stations. Concurrence of the supervisor to leave a workstation for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER.
  - C.3 One employee representative (steward or officer) of the UNION shall receive paid time off to participate in contract negotiations and meet and confer meetings.

- C.4 The EMPLOYER shall make reasonable adjustments to the workloads of employee representatives of the UNION who receive paid time off for UNION related activities under the provisions of subsections A, B, and C, above.
- D. Non-employee business representatives of the UNION as previously designated to the EMPLOYER as provided herein may, with concurrence of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances.
- E. The UNION may use the EMPLOYERS facilities for UNION business with prior approval of the EMPLOYER.
- F. The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, UNION recreational and social affairs, arbitration awards, decisions of the Bureau of Mediation Services and the courts, and other items authorized by signature of union officers. All posted materials must be UNION publication or legibly signed by an authorized UNION officer.
- G. Nothing in this AGREEMENT shall be construed to affect the status of veterans in contravention of existing veterans preference laws relating to the employment, discharge or promotion of veterans.
- H. The EMPLOYER shall allow officially designated union officers a 20-minute period within the new employee orientation period to brief new bargaining members on the union and to provide a copy of this AGREEMENT and any other official materials authorized by union officers.

#### ARTICLE 5: MEET AND CONFER

At least once each month or as often as mutually agreed upon, the parties will meet and confer to discuss non-negotiable items such as health and safety, work rules and procedures, and other items which are mutually agreed upon.

#### ARTICLE 6: SENIORITY

- A. Seniority is an employee's length of service for the EMPLOYER from the most recent date of employment, re-employment or reinstatement.



- A.1 Seniority is not interrupted during the period an employee is on approved leave, including leave for UNION business or layoff, if the employee returns to active work status having complied with all the terms and conditions of this AGREEMENT and the conditions the EMPLOYER established in approving the leave.
  - A.2 An employee appointed to a permanent position in the same job class and department as he/she was employed as a temporary employee shall have seniority for purposes of layoff and recall from the employee's most recent date of hire as a temporary employee, provided such temporary and permanent appointments are contiguous and sequential.
- B. Seniority lists shall contain the names of bargaining unit employees by class arranged in order of most to least senior. Upon request of the UNION, the EMPLOYER shall establish a seniority list for all bargaining unit members.
- C. The City Council may layoff any employee whenever such action becomes necessary in the city council's judgment, including shortage of work funds, the abolition of a position, or changes in organization; provided, however, that fourteen (14) days written notice be given if practicable. No regular or probationary employee shall be laid off while there is a temporary employee serving in the same class of position or for which the regular or probationary employee is qualified, eligible and available. Any regular employee, upon receiving a lay-off notice, may request to be reduced to a lower paid position within the same department if the lower paid position is vacant and the employee held the position previously. The request to be reduced must be submitted in writing within seven (7) calendar days of receipt of the notification of lay-off. Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of:
- C.1 Layoff, (which shall be in inverse order of seniority with the City).
  - C.2 Recall from layoff, (which shall be in order of seniority with the city, provided that if an employee does not return to work upon recall, as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment). Notice of recall from layoff shall be made by certified mail to the employees last known address as shown by the employer's

records. The employee will have 14 days to respond to this recall notice before recall rights to the position are waived.

- D. The most senior employee with the minimum qualifications for an open position will receive first choice of whether or not to take that position.

#### ARTICLE 7: DISCIPLINE

- A. The EMPLOYER will discipline employees only for just cause. The employer will follow the principle of progressive discipline wherever practicable.
- B. Discipline, when administered, will be in one or more of the following forms and normally in the following order:
  - 1. Oral Reprimand
  - 2. Written Reprimand
  - 3. Suspension
  - 4. Discharge or disciplinary demotion.
- C. If the EMPLOYER has reason to reprimand any employee, it shall normally not be done in the presence of other employees or the public.
- D. Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of permanent employees may be appealed up to and through the arbitration step of the grievance procedure contained in this AGREEMENT. The employer will notify the union promptly of all such disciplinary actions.
- E. Investigations, which do not result in disciplinary actions, shall not be entered into the employee's personnel records. A written record of all disciplinary actions shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall normally state the corrective action expected of the employee.
  - E.1 An employee who is reprimanded in writing, suspended, demoted for disciplinary reasons, or discharged shall be furnished with a copy of notice of such disciplinary action.
  - E.2 Employees shall have access to information contained in their personnel records in accordance with the provisions of the Data Practices Act, as mentioned.

F. Employees will not be questioned concerning an administrative investigation of disciplinary action more serious than a written warning unless the employee has been given an opportunity to have a UNION representative present at such questioning. When mutually agreeable, the UNION shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

G. Disciplinary action shall be taken in a timely manner.

#### ARTICLE 8: GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.

- A. **Step One: Oral report.** The employee or union representative will discuss the grievance with his or her supervisor or the designated personnel representative within 10 working days of the incident or the time the employee learned of the incident. The supervisor shall give his/her oral or written answer within 10 working days after the employee or representative has presented the grievance.
- B. **Step Two: Hearing.** If the grievance is not satisfactorily resolved in Step one and the UNION wishes to appeal the grievance to Step two of the grievance procedure, it shall be referred, in writing, to the City Administrator within 10 working days after the designated supervisor's answer. The grievance appeal shall be initiated by means of a written grievance which shall set forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, and the relief requested. The City Administrator shall discuss the grievance with the employee and the UNION within 10 working days after the date presented at a time agreeable to the parties. The City Administrator and/or his/her designated representative shall give written answer to the employee and the UNION representative within 10 working days following their meeting, or two days subsequent to the next meeting of the City Council, whichever is greater.
- C. Grievance time frames may be extended with the mutual consent of the parties. If a grievance is unresolved at Step two, the parties may agree to seek a mediated settlement through Minnesota Bureau of Mediation Services. Any fees and expenses for the Mediator's services and proceedings shall

be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate.

- D. **Step Three: ARBITRATION** -If the grievance is not settled in accordance with the foregoing procedure, the UNION and employee may refer the grievance to arbitration within fourteen (14) calendar days after the employee and UNION'S receipt of the EMPLOYER'S written answer in Step two.

The parties shall mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rule Governing the Arbitration of Grievances" as established by the Public Employment Relations Board and administered by the State of Minnesota Bureau of Mediation Services.

The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representatives. The arbitrator shall inform the employee, the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the employee/UNION, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation or application

of the express terms of this AGREEMENT and on the facts of the grievance presented.

The parties may, by written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYERS last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee and the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step.

The grievant shall not suffer loss of regular pay. The presence of the grievant is necessary at a grievance presentation meeting with the EMPLOYER or an Arbitrator, except where such grievance presentation meeting or arbitration hearing occurs during the period the grievant has been removed from his/her job for disciplinary reasons.

#### ARTICLE 9: NO STRIKE-NO LOCKOUT

- A. In recognition of the provisions included in this AGREEMENT for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provisions of this Article may be cause for disciplinary action up to and including discharge.
- B. No lockout shall be instituted by the EMPLOYER during the life of this AGREEMENT provided Section A of this article is not violated by employees or the UNION.

#### ARTICLE 10: WORK SCHEDULES

The normal hours of work for all employees will be established by the City Administrator. Department heads and supervisory

employees are required to work all hours necessary to perform their duties.

- A. Part-time and Temporary Employees' Work Schedules. The City shall provide temporary, seasonal and non-regular part-time employees with an advance approximation of hours to be worked during the upcoming year at the time of hiring whenever possible. This approximation is not a guarantee of those hours but rather a guideline subject to change at the City's discretion.
  
- B. Rest Breaks. An employee is entitled to take one fifteen (15) minute rest break during each consecutive four (4) hour period of work with the permission of the employee's immediate supervisor. Rest breaks should be scheduled to avoid disrupting City business. An employee may take an unpaid 30 minute lunch break.
  
- C. Call Back. An employee called in for work at a time other than the employees' normal scheduled shift will be compensated for a minimum of two (2) hours pay. That compensation will be at straight time until total hours worked for the week exceeds 40 or in excess of eight (8) on any given day, at which time the employee will receive payment at the overtime rate.
  
- D. On Call/Standby. Employees required to remain on standby will be compensated for all hours worked, and will receive additional time at regular pay for each eight hours (8) hours on standby. Monday through Friday, employee will receive an additional one-half hour of regular pay for each eight (8) hours on standby. Saturday, Sunday, and Holidays, employees will receive 3.5 hours of regular pay for each day on standby. Employees who are on standby must be able to be within City limits as soon as possible and no later than 45 minutes when called, in normal circumstances. Standby duties may be contracted to an outside service provider at any time.
  
- E. Flex Time Scheduling. The City Administrator and local union may mutually agree to a flex time scheduling plan. Existing flex time scheduling plans remain in effect unless the local union or appointing authority notifies the other of its intent to terminate.

#### ARTICLE 11: OVERTIME AND COMPENSATORY TIME

- A. All non-exempt employees are eligible for overtime pay. Overtime will be paid at a rate of one and one half times the regular hourly rate of pay for hours worked in excess of 8 on any given day or each hour worked over forty (40) hours in a given work week. Overtime work must have prior approval by an employee's immediate supervisor or the designated personnel representative except in the case of emergencies.
- B. All paid leave time shall be considered time worked for the purpose of computing overtime.
- C. Compensatory time off may be available to non-exempt employees at the City's option as an alternative to overtime pay. If available, non-exempt employees are eligible for compensatory time off at the rate of one and one-half hour for each hour worked in excess of forty (40) hours per week. Compensatory time off must be used within two (2) weeks of the date or dates on which it is accrued unless permission is received from the City Administrator to use it on a later date. No compensatory time off is available unless the employee has received approval from his or her supervisor or the City Administrator before the work is performed.
- D. Exempt employees may flex their work schedule within the eighty (80) hour bi-weekly pay period provided they receive supervisory approval. When an exempt employee has an emergent, unanticipated work need and prefers to subsequently flex the time, he/she may work the necessary time without prior supervisory approval. Exempt employees may earn compensatory time on an hour for hour basis for hours worked in excess of eighty (80) in a bi-weekly pay cycle and such time must be used within one month of accrual. It is understood that the earning of compensatory time does not affect or change the employee's status with regard to the Federal Fair Labor Standards Act. Accumulated compensatory time for exempt employees will not be paid out under any circumstance.

#### ARTICLE 12: BENEFIT ELIGIBILITY

Only regular full-time and regular part-time employees are eligible for benefits. Non-regular part-time employees, temporary and seasonal employees, and independent contractors and consultants are not eligible for benefits provided by the City. Regular full-time employees are eligible for full benefits. Regular part-time employees are eligible for holiday, vacation and sick leave benefits in proportion to the hours they work per week:

Under 20 hours per week	Holidays & Sick leave at 1/4 benefits
20 to 30 hours per week	1/2 benefits
30 to 40 hours per week	3/4 benefits
40 or more hours per week	Full benefits

ARTICLE 13: HOLIDAYS

The following days are observed paid holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
The day following Thanksgiving Day	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

- A. Whenever one of the above holidays falls on a Saturday, the preceding day will be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following day will be observed as a holiday.
- B. Holiday pay will be for all employees covered by this Agreement. They will receive pay for the regular amount of scheduled hours. Any employee who works on a holiday will be paid at the rate of one and one-half their regular hourly rate of pay for all hours worked.
- C. Personal Holidays: Full-time employees shall also receive one (1) personal holiday per year. The date of such personal holiday shall be approved by the EMPLOYER. Personal holidays shall be taken during the calendar year earned.

ARTICLE 14: VACATION

Vacation may be used as earned after the probationary period has been satisfactorily completed. Vacation is computed based on the employee's anniversary date.

- A. Accumulation. Vacation for regular full-time employees is accumulated as shown, based on the number of years of employment with the City:

0 through 5 years of service - 3.08 hours per pay period to a maximum of 10 days per year.



6 through 10 years of service - 4.62 hours per pay period to a maximum of 15 days per year.

Employees with more than 10 years of service with the City will accrue an additional .31 hours per pay period for each year of service starting the eleventh (11) year up to twenty (20) years.

Employees hired before April 26, 2016 may carry over twice their annual vacation-earning rate up to 320 hours. Employees hired after April 26, 2016 may carry over twice their annual rate of vacation up to 240 hours. Any unused vacation time in excess of this amount will be forfeited unless other provisions are made by the city Administrator. Regular full-time employees must use at least five (5) days of vacation time during each year of City employment. The word "day" implies a nominal eight-hour shift.

- B. Requests. Vacation time must be requested at least forty-eight (48) hours in advance. Vacation requests must be approved by the city administrator and may be denied in the event of an emergency or if taking a vacation at that time would impair the City's ability to carry out its business.
- C. Legal Holidays during Vacation. Whenever a legal holiday falls on a working day during an employee's vacation, that holiday will not be counted as a vacation day.
- D. Any employee leaving the City in good standing shall be compensated for vacation leave accrued and unused to the date of separation. Fifty percent of the vacation leave accrual will be contributed to the health care savings plan upon separation.

#### ARTICLE 15: INSURANCE

All regular full and part-time employees may be covered by a group health, dental, life, short-term disability and long-term disability insurance plan as approved, from time to time, by the City Council. A portion of the monthly premium costs of such insurance plan may be paid by the Municipality, such portion to be negotiated by the EMPLOYER and the UNION. The balance of the premium costs shall be paid by the employee. The Employer will also offer a deferred compensation plan.

The Employer will provide, as part of the group insurance plan, basic life insurance coverage equal to the annual salary of the employee, up to \$50,000 of annual salary and basic long-term disability insurance. Additional units of insurance may be purchased by the employee as permitted by the Insurance Carrier.

Effective January 1, 2021, the Employer will increase by fifty dollars (\$50.00) per month, its maximum contribution to the cost of group insurance. The City will contribute up to a maximum of one thousand one-hundred eighty-five dollars (\$1,185) per month per employee for group health, dental, life, short-term and long-term disability insurance.

Effective January 1, 2022, the Employer will increase by fifty dollars (\$50.00) per month, its maximum contribution to the cost of group insurance. The City will contribute up to a maximum of one thousand two hundred thirty-five dollars (\$1,235) per month per employee for group health, dental, life, short-term and long-term disability insurance.

Should the employee's insurance selections total less than the Employer's maximum contribution, the employee may contribute the unused compensation in a deferred compensation plan, health savings accounts, or health care savings plan.

The Employer and the Union mutually agree to re-open this contract to negotiate health insurance costs/contributions for 2022. The re-opener is exclusive to Article 15. Should the parties fail to reach an agreement on the terms of Article 15 through good-faith negotiations, the parties mutually agree to refer the issue to interest based arbitration.

The Employer and the Union further agree to engage in labor-management discussions and planning with regard to future citywide health insurance offerings.

In the event health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act and its related regulations, the Union and the Employer will meet immediately to negotiate alternative provisions. Should the Affordable Care Act and/or changes to the Affordable Care Act and its related regulations cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will immediately meet and, upon written mutual agreement of the parties, negotiate alternative provisions.

#### DEFERRED COMPENSATION

Should an employee have their primary insurance provided by an outside entity, such as a spouse's employer, the employee may elect for contributions to a deferred compensation fund in an amount based on benefit eligibility. In order to qualify, the employee must provide proof of insurance. Each month, the Employer shall pay into full time employees' deferred

compensation funds an amount equal to the cost provided for group insurance as described in Article 15. Part time employees' deferred compensation will be proportional to their benefit eligibility.

At no time can the cost to the Employer for group insurance plus deferred compensation exceed the maximum insurance contribution defined in Article 15.

#### ARTICLE 16: WAGES

Step System: Employees shall receive a one step increase at 6 months, and another step at the anniversary of their first year of employment. Employees will receive a one increment increase annually thereafter upon the anniversary of their hire up to the 5th step.

2021 Pay Increase: Employees shall receive a 3% pay increase effective January 1, 2021.

2022 Pay Increase: Employees shall receive a 3% pay increase effective January 1, 2022.

#### ARTICLE 17: AUTO-ALLOWANCE

Employees authorized to use their personal vehicles on City business will be reimbursed for vehicle expenses at rates set under federal guidelines.

When employees possess specialized equipment (snowplows, bobcats, etc.), the City cannot require employees to donate the use of that equipment, and must negotiate a rental fee that is acceptable to employees.

#### ARTICLE 18: UNIFORMS

The employer will provide appropriate uniforms, outer clothing and footwear required by OSHA to field workers (pants and shirts). The employer will provide two city logo shirts to non-field employees each year.

#### ARTICLE 19: SICK LEAVE

Sick leave may be used as earned upon appointment to City employment.

A. Accrual.

1. Sick leave will accrue for regular full-time employees hired before April 26, 2016 at the rate of one (1) day per calendar month and may be accrued to a maximum of ninety (90) days.

2. Sick leave will accrue for employees hired after April 26, 2016 at a rate of one (1) day per calendar month and may be accrued to a maximum of sixty (60) days.

B. Use of Sick Leave.

1. When an employee is unable to perform work duties due to illness or disability (including pregnancy).

2. For medical, dental or other care provider appointments.

3. When an employee has been exposed to a contagious disease of such a nature that his/her presence at the work place could endanger the health of others.

4. To care for the employee's injured or ill children, including stepchildren or foster children, of such reasonable periods as the employee's attendance with the child may be necessary.

5. To take children, or other family members to medical, dental or other care provider appointments.

6. To care for an ill spouse, father, mother, sister or brother.

C. An employee must request sick leave from his or her immediate supervisor before the start of the employee's workday on each day-sick leave is used. An employee may be requested to file a physician's statement, signed by the physician and the employee, indicating the nature of his or her illness.

D. Upon separation of employment from the Employer, for any reason other than discharge for just cause, the employee or their designated beneficiary shall be paid one-half (1/2) of all unused accumulated sick leave, provided that the employee has ten (10) years of continuous service with the employer at the time of separation.

E. Employees may contribute up to four (4) days of sick leave annually to a health care savings plan after the probationary period has been satisfactorily completed. The contributions will be processed the first payroll in December.

Employees that qualify for the sick leave benefit noted in Section D will contribute one hundred percent of the benefit to the HCSP upon separation.

## ARTICLE 20: FUNERAL LEAVE

An employee receives three (3) days paid leave to attend to the funeral of a member of the employee's immediate family. Funeral leave must be taken on consecutive working days, one of which is the day of death or the day of the funeral. If extended time is necessary, such time may be granted by the City Administrator and will be taken as sick, vacation, unpaid or a combination thereof.

## ARTICLE 21: LEAVE OF ABSENCE WITHOUT PAY

Upon request, a leave of absence without pay may be granted by the City Council for a period of up to ninety (90) days for regular full-time employees.

## ARTICLE 22: COURT DUTY

Any regular full-time or regular part-time employee who is required to serve as a juror or as a witness in court regarding City business shall be granted leave with pay while serving in such capacity. Upon completion of jury duty, the employee shall reimburse the City for the amount of jury duty pay, less the amount received for traveling expenses.

## ARTICLE 23: MILITARY LEAVE

All employees subject to Minnesota Statute Section 192.26 or 192.261 or U.S.C.A., Title 38, Section 2021 are entitled to the benefits and conditions listed therein.

## ARTICLE 24: ELECTION DAYS

Any employee who is entitled to vote in any statewide general election or at any election to fill a vacancy in the office of representative in Congress, may absent himself/herself from his/her work for the purpose of voting during such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the EMPLOYER. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

## ARTICLE 25: SCOPE OF AGREEMENT

- A. This AGREEMENT shall represent the complete agreement between the UNION and EMPLOYER. The parties acknowledge that during the negotiations which resulted in this AGREEMENT

each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

- B. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

#### ARTICLE 26: DURATION

- A. This contract shall become effective January 1, 2021 and shall continue in full force and effect up to and including December 31, 2022.
- B. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this contract, are hereby superseded.
- C. Either party desiring to terminate or modify this contract must notify the other party in writing at least thirty (30) days prior to December 31, 2022 for wages and conditions of employment for calendar year 2023 or beyond. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party and all clauses of this contract for which no modification is sought shall be renewed automatically.
- D. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

#### ARTICLE 27: SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Ramsey County. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction an administrative ruling, or legislation or administrative regulation, such provision shall be voided. All other provisions shall continue in full force and

effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provisions.

**UNION**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Dane Ryan, AFSCME Co. 5, Field Representative

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Melinda Pearson, AFSCME Co. 5, Field Director

By: \_\_\_\_\_ Dated: \_\_\_\_\_

James Bownik, City of Lauderdale, Steward AFSCME Local 2725

**CITY OF LAUDERDALE**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Mary Gaasch, Mayor, City of Lauderdale

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Heather Butkowski, City Administrator, City of Lauderdale

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_ X \_\_\_\_\_  
Action \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session \_\_\_\_\_

Meeting Date January 26, 2021

ITEM NUMBER City Attorney Conversation

STAFF INITIAL \_\_\_\_\_

AB

APPROVED BY ADMINISTRATOR \_\_\_\_\_

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

Ron Batty, the city attorney, will attend the meeting. Staff explained to him that the Council has questions about the process to pull together the various financial, legal, and land use agreements for the sale of 1795 Eustis to Real Estate Equities. He knows one of the questions is why wasn't a purchase agreement drafted on the front end in favor of a purchase and development agreement that would be finalized before closing. If you have questions in advance of the discussion, please send them to staff. We will forward to Ron so that he is prepared to answer them.

As you heard at the last meeting, REE was not awarded the tax credits needed to build the project as proposed. Included is the updated lottery ranking. Based on the last minute federal tax credit changes we discussed, a few projects jumped into the 50% AMI track and are ahead of us in the lottery pool. We are the priority project at the 100% LIHTC (Low Income Housing Tax Credit) pool. The next allocation process is in July.

**STAFF RECOMMENDATION:**



# m MANAGEMENT AND BUDGET

## Master Priority List for Residential Rental Housing Projects (474A.061 and 474A.091)

As of January 12, 2021

Priority Order	Project	Allocation Request	Project Type	Date Placed on Priority List	Expiration Date
1	Hennepin Co HRA - West River Road North	27,000,000	50% AMI	1/12/2021	6/27/2022
2	Woodbury HRA - Woodbury Family Apartments	30,681,382	50% AMI	1/12/2021	6/27/2022
3	Lauderdale - Lauderdale Senior Housing	14,469,000	100% LIHTC	1/14/2020	6/28/2021
4	Plymouth - Four Seasons Family Apartments	22,924,826	100% LIHTC	7/6/2020	11/29/2021
5	Brooklyn Park - Brooklyn Park Senior Apartments	37,121,048	100% LIHTC	1/12/2021	6/27/2022
6	Plymouth - Four Seasons Senior Apartments	39,500,000	100% LIHTC	1/12/2021	6/27/2022

## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

Consent \_\_\_\_\_  
 Public Hearing \_\_\_\_\_  
 Discussion \_\_\_\_\_ X \_\_\_\_\_  
 Action \_\_\_\_\_  
 Resolution \_\_\_\_\_  
 Work Session \_\_\_\_\_

Meeting Date January 26, 2021

ITEM NUMBER NLC Warranty Line Program

STAFF INITIAL \_\_\_\_\_ 

APPROVED BY ADMINISTRATOR \_\_\_\_\_

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

With ordinance revisions behind us, it is a chance to move on to some other unfinished business. One of those is whether to participate in the National League of Cities (NLC) Service Line Warranty Program administered by Utility Service Partners Inc. Their representative spoke to the Council last spring about how the program operates. I included copies of the slide show and all of the materials they sent me. The short of it is that sewer lines from the main to people's homes are their responsibility to maintain and replace. The water lines are the responsibility of homeowners to the right-of-way line. This is not always understood by property owners until something happens and repairs are usually very expensive. It also is something that people don't often have insurance for.

The NLC program fills this insurance gap. I reached out to the three Ramsey County cities that partner with the NLC program to see how it was working for them. The responses were not favorable for two primary reasons. The first is that is brought to the forefront issues of service line ownership that you have to be prepared to answer and because the partnership marketing creates a de facto endorsement for the NLC program that doesn't feel right to some cities.

There are other players in the market that provide insurance and more are coming forward. I requested information from Xcel Energy as it appears they do. I called my homeowners insurance to ask the question and they are in the final stages of getting state approval for their program. However, this NLC program would not be available to residents without council approval.

### STAFF RECOMMENDATION:

While it feels right to help homeowners know about their responsibilities and options, the question is whether we want to do that in partnership with the NLC program. The topic is strictly for discussion on which way to go. No motion is required.

## Heather Butkowski

---

**From:** Marsolek, Brent (CI-StPaul) <brent.marsolek@ci.stpaul.mn.us>  
**Sent:** Friday, January 22, 2021 10:53 AM  
**To:** Chaple, Graeme (CI-StPaul); Heather Butkowski  
**Cc:** Hibbard, Richard (CI-StPaul)  
**Subject:** RE: service line insurance

**Caution:** This email originated outside our organization; please use caution.

Good morning Heather,

We have no "official" reply.

We tell them that we do not specifically endorse any particular insurance company or "warranty" plans.

The decision is all up to the homeowner.

We do advise them as to the age and material of their service line and that they are only responsible for the service in private property and should only insure that portion.

I think it would be appropriate to forward these types of inquiries to SPRWS Engineering at 651-266-6270, or they can get more information about their service line on our website.

Here is a link that goes directly to our service material lookup:

<https://billpay.saintpaulwater.com/servicematerial/serviceQuery.php>

You may want to add this link to your website.

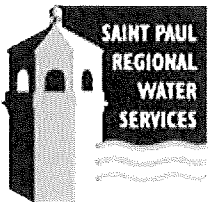
Thanks,  
Brent

**From:** Chaple, Graeme (CI-StPaul) <graeme.chaple@ci.stpaul.mn.us>  
**Sent:** Friday, January 22, 2021 6:40 AM  
**To:** 'Heather Butkowski' <Heather.Butkowski@lauderdalemn.org>  
**Cc:** Hibbard, Richard (CI-StPaul) <richard.hibbard@ci.stpaul.mn.us>; Marsolek, Brent (CI-StPaul) <brent.marsolek@ci.stpaul.mn.us>  
**Subject:** RE: service line insurance

Good morning Heather,

Not that I know of. I know SPRWS is different from many other utilities as we own the water service to the ROW line rather than the homeowner. I have copied Brent and Rich on this reply. Perhaps they know if SPRWS has an official statement on service line insurance.

-Graeme



Graeme Chaple  
*Damage Prevention Supervisor*

1900 Rice Street  
Saint Paul, MN 55113  
651.775.3030  
[graeme.chaple@ci.stpaul.mn.us](mailto:graeme.chaple@ci.stpaul.mn.us)

**From:** Heather Butkowski <[Heather.Butkowski@lauderdalemn.org](mailto:Heather.Butkowski@lauderdalemn.org)>  
**Sent:** Thursday, January 21, 2021 11:29 AM  
**To:** Chapple, Graeme (CI-StPaul) <[graeme.chaple@ci.stpaul.mn.us](mailto:graeme.chaple@ci.stpaul.mn.us)>  
**Subject:** service line insurance

Hi Graeme,

I apologize if this isn't in your wheel house but does St. Paul Water have an official statement on service line insurance? Specifically, I am wondering about your experience with the National League of Cities program. <https://www.nlc.org/nlc-service-line-warranty-program/> Do you have any experience working with them?

Thanks much,

Heather Butkowski  
City Administrator  
City of Lauderdale  
1891 Walnut Street  
Lauderdale, MN 55113  
651.792.7657  
[heather.butkowski@lauderdalemn.org](mailto:heather.butkowski@lauderdalemn.org)



CITIES STRONG TOGETHER

## NLC Service Line Warranty Program: Benefits to Cities & Residents



NLC Service Line  
Warranty Program

# WHY CHOOSE UTILITY SERVICE PARTNERS?



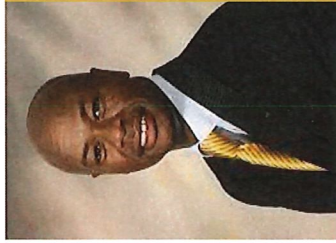
## EXPERIENCE



Better Business Bureau of Western PA



## REPUTATION



## PARTNERSHIP



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director  
National League of Cities



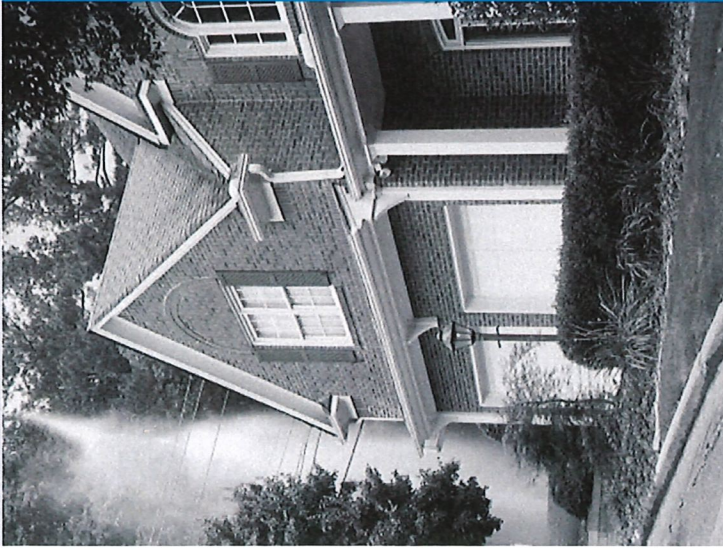
NLC Service Line  
Warranty Program

# AGING INFRASTRUCTURE IS PROBLEMATIC FOR CITIES & HOMEOWNERS



- In Minnesota, infrastructure upgrades over the next 20 years are estimated at \$7.4 billion for drinking water, and \$2.3 billion for wastewater
- Lateral lines are subjected to the same elements as public lines -ground shifting, fluctuating temperatures, tree root penetration, corrosion and more
- Failed lines waste thousands of gallons of water and present an environmental hazard
- Common homeowner misconceptions the City is responsible for maintenance of the water and sewer lines on their property or repairs are covered by their homeowner's policy

# NLC SERVICE LINE WARRANTY PROGRAM BENEFITS



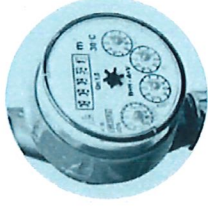
- Only Service Line Program Endorsed by the National League of Cities and members of the League of Minnesota Cities Business Leadership Council
- No cost for the Utility to participate
- Ongoing Revenue Stream for the Utility
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



# NLC SERVICE LINE WARRANTY PROGRAM AND WHAT IT COVERS



SEWER/SEPTIC LATERAL  
COVERAGE



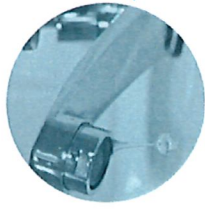
WATER/WELL LINE  
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

## Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

# NLC SERVICE LINE WARRANTY PROGRAM AND WHAT IT COVERS




## INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

### Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

## MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
  - Only market by direct mail, no telemarketing
  - Would never mail without your review and approval of marketing material before each and every campaign
  - Limited mailing campaigns per year
  - Consumer friendly marketing
  - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
    - Calling into our toll free number that is provided on the mailing;
    - Returning the bottom of the letter to us in the self addressed stamped envelope provided
    - Visiting our consumer website [www.slwofa.com](http://www.slwofa.com) at any time

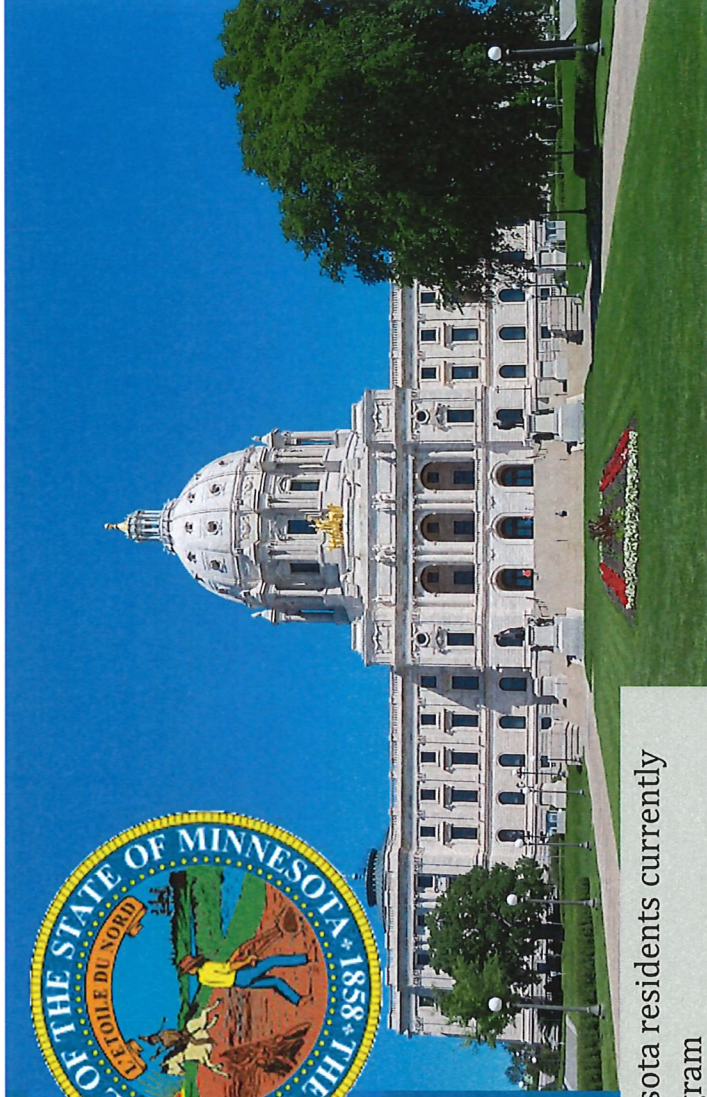
# SOLUTIONS FOR MUNICIPALITIES AND THEIR HOMEOWNERS



- More than 750 municipal and utility partnerships
- Currently serving over 3.4 million customers
- Saved customers over \$394 million in repair costs over the past 3 years
- Consistent customer satisfaction rating of 98%
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors

# CURRENT MINNESOTA PARTNERS (31)

- City of Rochester
- City of Edina
- City of St Louis Park
- City of Richfield
- City of Columbia Heights
- City of St Michael
- City of Mounds View
- City of Grand Rapids
- City of Watertown
- City of Olivia
- City of Chatfield
- City of Le Sueur
- City of South St. Paul
- City of Barnesville
- City of Dilworth
- City of Robbinsdale
- City of Falcon Heights
- City of Mora
- City of Perham
- City of Hawley
- City of Pelican Rapids
- City of Brownsdale
- City of Arden Hills
- City of Vergas
- City of Granite Falls
- City of Vesta
- City of New Brighton
- City of Lake Crystal
- City of Rosemount
- City of Waite Park
- City of Blaine



- Over 15,000 Minnesota residents currently enrolled in the program
- Over 1,500 service line repair jobs in the last three years, which saved Minnesota homeowners over \$1.4 million



NLC Service Line  
Warranty Program



**NLC**  
NATIONAL  
LEAGUE  
OF CITIES  
CITIES STRONG TOGETHER

For more information contact...

Ashley Shiwarski  
Director, Business Development  
724-749-1097  
Ashiwarski@UtilitySP.net

Administered by  
**Utility  
Service**  
Partners, Inc.  
a HomeServe Company

NLC Service Line  
Warranty Program

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

**BACKGROUND:** The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and members of the League of Minnesota Cities Business Leadership Council, will help the City of Lauderdale to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City will receive a royalty of \$0.50 per product per month for the duration of the program.

**COVERAGE:** NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

**Exterior Water Service Line:** Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Exterior Sewer Service Line:** Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

**Internal Plumbing and Drainage:** Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	\$5.75	Unlimited	Unlimited Calls \$8,500 Per Call	\$0.50 per contract per month
External Sewer Line	\$7.75	Unlimited	Unlimited Calls \$8,500 Per Call	\$0.50 per contract per month
In-Home Plumbing	\$9.99	Unlimited	Unlimited Calls \$3,000 Per Call	\$0.50 per contract per month

**IMPLEMENTATION:** The NLC Service Line Program will utilize the City logo to brand the materials used to educate City customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

**FINANCIAL IMPACT:** No cost to the city to participate and the city would receive \$0.50 per product per month royalty.



**CITY OF LAUDERDALE  
RESOLUTION NO. 20XX**

**RESOLUTION AUTHORIZING THE CITY OF LAUDERDALE, MN TO ENTER INTO, A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., ("USP") D/B/A/ SERVICE LINE WARRANTIES OF AMERICA ("SLWA") FOR ADVERTISEMENT TO THE CITY'S RESIDENTS OF WARRANTY PLANS FOR REPAIRS OF EXTERNAL WATER LINES, EXTERNAL SEWER LINES, IN-HOME PLUMBING ON RESIDENTIAL PROPERTY.**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City; and

**WHEREAS**, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan for their external water lines, external sewer lines, and in-home plumbing; and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained within the marketing agreement; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Lauderdale enters into a three (3) year marketing agreement with Utility Service Partners Private Label, Inc., ("USP") D/B/A/ Service Line Warranties of America ("SLWA") to provide the National League of Cities Service Line Warranty Program.

Adopted by the City Council this xx<sup>th</sup> day of xxx 2020, by a vote of \_\_\_ayes and \_\_\_nays.

## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_ ("**Effective Date**"), by and between the City of Lauderdale, Minnesota ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

### RECITALS:

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

**WHEREAS**, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

**WHEREAS**, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo or other branding ("**Marks**"), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". City may

provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. For the avoidance of doubt, this Agreement shall be deemed confidential and the City shall notify Company should this Agreement be subject to disclosure due to any public records laws.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing in this Agreement.

7. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Heather Butkowski  
City of Lauderdale  
1891 Walnut St  
Lauderdale, MN 55113-5137  
Email: heather.butkowski@lauderdalemn.org  
Phone: (651) 792-7650

**To:** Company:  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
4000 Town Center Boulevard, Suite 400  
Canonsburg, PA 15317  
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature (including by email), any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** This Agreement and the License granted herein may not be assigned by

Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of City, such consent not to be unreasonably withheld.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Minnesota, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF LAUDERDALE**

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Name:

Title:

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

---

Name: Michael Backus

Title: Chief Sales Officer

**Exhibit A**  
NLC Service Line Warranty Program  
City of Lauderdale  
Term Sheet  
June 12, 2019

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

City logo and name on letterhead, advertising, signature line, billing and marketing materials.

III. Products.

- a. External water service line plan (initially, \$5.75 per month)
- b. External sewer/septic line plan (initially, \$7.75 per month)
- c. Interior plumbing and drainage plan (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line plan:
  - Property Owner responsibility: From the meter and/or curb box to the external wall of the home.
  - Covers thawing of frozen external water lines.
  - Covers well service lines if applicable.
- b. External sewer/septic line plan:
  - Property Owner responsibility: From the exit point of the home to the main.
  - Covers septic lines if applicable.
- c. Interior plumbing and drainage plan:
  - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_  
Action \_\_\_\_\_  
Resolution \_\_\_\_\_  
Closed Session   X  

Meeting Date January 26, 2021

ITEM NUMBER Performance Evaluation

STAFF INITIAL 

APPROVED BY ADMINISTRATOR \_\_\_\_\_

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

The Council evaluated my job performance in January 2020. In 2019, my employment agreement was renewed through the end of 2020 with an automatic two-year extension (through the end of 2022) if neither side provided notice of their intent to terminate the contract.

I think the open discussion evaluation format has worked in the past. I am happy to talk to Councilors in advance of the meeting as well.

**OPTIONS:**

**STAFF RECOMMENDATION:**



## EMPLOYMENT AGREEMENT

This **AGREEMENT** is entered into this 22nd day of January 2019, by and between the City of Lauderdale, (hereinafter referred to as "City") and Heather Butkowski-Hinrichs, (hereinafter referred to as "Employee").

WITNESSETH:

**WHEREAS**, the City desires to continue Heather Butkowski-Hinrichs' appointment as City Administrator under the terms and conditions set forth herein; and

**WHEREAS**, Heather Butkowski-Hinrichs wishes to continue serving as City Administrator under the terms and conditions set forth herein,

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Section 1. Duties**

The City hereby agrees to continue employing the Employee as the full-time City Administrator of Lauderdale to perform the functions and duties of City Administrator as specified in the attached job description and to perform such other legally permissible and proper functions and duties as the City Council from time to time shall assign.

### **Section 2. Term**

- A. The Employee shall serve from January 1, 2019, through December 31, 2020. This agreement shall extend for an additional two-year period on the same terms and conditions as specified herein unless written notice of intent not to renew is given by either party to the other within 90 days before the expiration of any such two-year period.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to voluntarily resign at any time from the position of City Administrator, subject only to the provisions set forth herein. In the event the Employee does voluntarily resign her position with the City, she shall give the City 30 days advanced written notice thereof, unless otherwise agreed by the parties.

### **Section 3. Termination and Severance Pay**

- A. The City may discharge the Employee only by a majority vote of the full City Council. If a vacancy exists on the Council, the vacancy shall not be counted in determining the full City Council.
- B. In the event the Employee is terminated for any reason by the City Council, she shall be paid a lump sum cash payment equal to six months of aggregate salary and benefits at the time of her termination plus any unused vacation or sick leave that would be paid.

- C. If the Employee has been charged with a felony, then at the discretion of the City Council, the Employee may not be entitled to any lump sum payments whatsoever.

#### **Section 4. Compensation**

- A. Beginning January 1, 2019, the Employee shall receive a salary of \$103,867 annually (Step 5). Annual pay increases will be at the same rate afforded other staff or otherwise set by the City Council.
- B. Additionally, the City Council shall conduct a performance review of the Employee before November 30 each year. The City Council may consider a merit increase based on the Employee's overall performance.
- C. The City Council and the Employee shall develop a mutually agreeable method by which to conduct an evaluation and what criteria shall be used in the evaluation. Upon request of the Employee, and in agreement with the City Council, the City shall consider contracting with an outside neutral party to assist in the development of the process and criteria.

#### **Section 5. Dues, Subscriptions, and Registration Expenses**

The City agrees to budget for and to pay the professional dues and subscriptions of the Employee necessary for her full participation in associations and organizations necessary and desirable for her continued professional growth and development. Such memberships include, but are not limited to the International City/County Managers Association (ICMA), Minnesota City/County Managers Association (MCMA), and Metropolitan Administrator and Managers Association (MAMA).

The City agrees to budget for and pay for the Employee's attendance at the annual ICMA Conference once every three years if it is the desire of the Employee to attend the conference.

#### **Section 6. Mileage and Subsistence**

The City recognizes the Employee is required to attend meetings in the Twin Cities metropolitan area in her official capacity and agrees to reimburse the Employee for mileage and reasonable subsistence expenses within the guidelines established by the City Council.

#### **Section 7. Vacation and Sick Leave**

The Employee shall continue to earn vacation and sick leave at the current level and shall advance in accrual rates based on City policy.

#### **Section 8. Insurance**

The City will pay the cost of hospital, medical, and life insurance for the Employee in the same amount it pays for other union and non-union City employees.

**Section 9. Other Terms and Conditions of Employment**

- A. All provisions of City Ordinances, personnel policies, and regulations relating to vacation and sick leave; retirement and pension system contributions; holidays; and other fringe benefits and working conditions shall apply to Employee as they would to other employees of the City except as provided herein.
- B. Notwithstanding anything else in this Agreement to the contrary, the City Council may fix, from time to time, such terms of employment regarding the Employee, provided such terms are not inconsistent with or in conflict with the provisions of this agreement, any other law, or ethics requirements established by the International City/County Management Association.
- C. The employment provided by this Agreement shall be for the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employee and the City, the Employee may accept teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with her responsibilities under this agreement or present a potential violation of the ICMA Code of Ethics.

**Section 10. Defense of Employee**

The City agrees to defend the Employee in any civil action arising out of the Employee's performance of her duties in accordance with the requirements of state law.

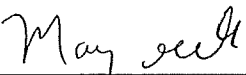
**Section 11. General Provisions**

- A. This document constitutes the entire Agreement between the parties. This Agreement shall be interpreted under the Laws of Minnesota.
- B. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**IN WITNESS THEREOF**, the parties have signed and executed this Agreement, both in duplicate, on the day and year first above written.

The City of Lauderdale

Employee

  
\_\_\_\_\_  
Mary Gaasch, Mayor

  
\_\_\_\_\_  
Heather Butkowski-Hinrichs