

LAUDERDALE CITY COUNCIL MEETING AGENDA 7:00 P.M. TUESDAY, OCTOBER 28, 2025 LAUDERDALE CITY HALL, 1891 WALNUT STREET

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

2. ROLL CALL

3. APPROVALS

- a. Agenda
- b. Minutes of October 14, 2025, City Council Meeting
- c. Claims Totaling \$35,321.89

4. CONSENT

- a. Third Quarter Investment Report
- b. Contract with 8th Day Landscaping for Larpenteur Avenue Snow Removal
- c. Motiv Excavating & Site Works LLC Pay Request No. 2 for 2025 Sanitary Sewer Structure Repair Project

5. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS

6. INFORMATIONAL PRESENTATIONS / REPORTS

7. 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.

8. DISCUSSION / ACTION ITEM

- a. RFP for Professional Architectural Services and Construction Support for a Municipal Retail Cannabis Store
- b. Labor Peace Agreement with American Federation of State, County, and Municipal Employees (AFSCME)

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDA FOR NEXT MEETING

- a. October Financial Report
- b. 2026 Utility Rate Setting

12. WORK SESSION

- a. Community Development Updates
- 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 three (3) 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.

13. ADJOURNMENT

You are invited to a Zoom webinar!

When: Oct 28, 2025 07:00 PM Central Time (US and Canada)

Topic: October 28, 2025 Lauderdale City Council Webinar

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/81376439707?pwd=MUbC7Qunx0EpzQmsbmhYcRbauL97C2.1>

Passcode:764798

Join via audio:

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 900 9128 US (San Jose)

Webinar ID: 813 7643 9707

Passcode: 764798

International numbers available: <https://us02web.zoom.us/j/81376439707?pwd=MUbC7Qunx0EpzQmsbmhYcRbauL97C2.1>

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

Page 1 of 2

October 14, 2025

Call to Order

Mayor Gaasch called the Regular City Council meeting to order at 7:04 p.m.

Roll Call

Councilors present: Sharon Kelly, Evan Sayre, Duane Pulford, Jeff Dains, 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. Mayor Gaasch requested a Halloween update in the Informational Presentations/Reports section of the agenda.

Administrator Butkowski added a temporary liquor license for Urban Growler under the Additional Items section of the agenda. There being nothing else, Councilor Kelly moved and seconded by Councilor Sayre to approve the agenda as amended. Motion carried unanimously.

Mayor Gaasch asked if there were corrections to the minutes of the September 22, 2025, City Council meeting. There being none, Councilor Pulford moved and seconded by Councilor Dains to approve the September 9, 2025, City Council meeting minutes. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Dains moved and seconded by Councilor Pulford to approve the claims totaling \$186,980.09. Motion carried unanimously.

Consent

Councilor Kelly moved and seconded by Councilor Sayre to approve the Consent Agenda thereby acknowledging the September financial report.

Informational Presentations/Reports

A. Halloween Party

Assistant to the City Administrator Bownik shared a Halloween event planning update. On Halloween, candy and beverages will be available from 5-7 p.m. at City Hall. There will also be volunteers preparing and serving hot dogs. Volunteers are encouraged to help set up City Hall on the day of the event.

Set Agenda for Next Meeting

Butkowski stated that the quarterly investment report and an RFP for architectural services will be on the next agenda.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

Page 2 of 2

October 14, 2025

Work Session

A. Community Development Update

Butkowski stated that the concrete work at the Korean Service Center was completed. She said the union is ready to sign the labor and peace agreement regarding the City's cannabis license.

Mayor Gaasch shared that the Council received cyber security training through Metro-Inet. She continued with a message to residents expressing that the City is doing its best to protect our nature areas, however, private businesses are still allowed to pursue their interests as well.

B. Opportunity for the Public to Address the City Council

Mayor Gaasch opened the floor to those interested in addressing the Council.

Ann Sisel, 1567 Fulham Street, read a letter to the Council about her concerns regarding the conservation of the woods on Luther Seminary's property.

There being nobody else interested in speaking, Mayor Gaasch closed the floor.

Councilor Kelly made a motion to enter into a closed session to discuss the 1852 Carl Street tax forfeiture. This was seconded by Councilor Pulford and carried unanimously.

Councilor Sayre made a motion to enter into a closed session to discuss negotiation strategies for AFSCME labor proposal. This was seconded by Councilor Pulford and carried unanimously.

Closed Session began at 7:26 p.m.

A. 1852 Carl Street Tax Forfeiture – Develop Offer for Purchase of Property

B. Consider Negotiation Strategies for AFSCME Labor Proposal

Councilor Kelly made a motion to end the closed sessions at 8:52 p.m. This was seconded by Councilor Pulford and carried unanimously.

Adjournment

Councilor Sayre moved and seconded by Councilor Dains to adjourn the meeting at 8:53 p.m. Motion carried unanimously.

Respectfully submitted,



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: October 28, 2025
Subject: List of Claims

The claims totaling \$35,321.89 are provided for City Council review and approval that includes check numbers 29604 to 29617.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
Printed: 10/24/2025 2:02 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	34	AFSCME MN Council 5 PR Batch 52200.10.2025 Union Dues	10/24/2025 PR Batch 52200.10.2025 Uni	249.92
Total for this ACH Check for Vendor 34:				249.92
ACH	389	BCBSM Inc PR Batch 52200.10.2025 Vision Insurance	10/24/2025 PR Batch 52200.10.2025 Visi	12.82
Total for this ACH Check for Vendor 389:				12.82
ACH	415	Securian Life Insurance Company PR Batch 52200.10.2025 Life Insurance	10/24/2025 PR Batch 52200.10.2025 Life	229.23
Total for this ACH Check for Vendor 415:				229.23
ACH	423	Madison National Life Ins Co Inc PR Batch 52200.10.2025 Long Term Disability PR Batch 52200.10.2025 Short Term Disability	10/24/2025 PR Batch 52200.10.2025 Lon PR Batch 52200.10.2025 Sho	101.65 93.64
Total for this ACH Check for Vendor 423:				195.29
ACH	43	Public Employees Retirement Association PR Batch 52200.10.2025 PERA Coordinated PR Batch 52200.10.2025 PERA Coordinated	10/24/2025 PR Batch 52200.10.2025 PER PR Batch 52200.10.2025 PER	1,301.79 1,128.21
Total for this ACH Check for Vendor 43:				2,430.00
ACH	44	Minnesota Department of Revenue PR Batch 52200.10.2025 State Income Tax	10/24/2025 PR Batch 52200.10.2025 Stat	803.76
Total for this ACH Check for Vendor 44:				803.76
ACH	45	ICMA Retirement Corporation PR Batch 52200.10.2025 Deferred Comp PR Batch 52200.10.2025 Deferred Comp	10/24/2025 PR Batch 52200.10.2025 Defi PR Batch 52200.10.2025 Defi	1,087.30 2,336.61
Total for this ACH Check for Vendor 45:				3,423.91
ACH	46	Internal Revenue Service PR Batch 52200.10.2025 FICA Employer Portio PR Batch 52200.10.2025 Medicare Employer Po PR Batch 52200.10.2025 Federal Income Tax PR Batch 52200.10.2025 Medicare Employee Pc PR Batch 52200.10.2025 FICA Employee Portio	10/24/2025 PR Batch 52200.10.2025 FIC. PR Batch 52200.10.2025 Mec PR Batch 52200.10.2025 Fed PR Batch 52200.10.2025 Mec PR Batch 52200.10.2025 FIC.	1,319.51 308.62 2,156.72 308.62 1,319.51
Total for this ACH Check for Vendor 46:				5,412.98
Total for 10/24/2025:				12,757.91
29604	36	City of Roseville	10/28/2025	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	102025	Puppet Wagon		690.00
			Total for Check Number 29604:	690.00
29605	311 353587	CivicPlus LLC City Website Maintenance Fee	10/28/2025	4,400.00
			Total for Check Number 29605:	4,400.00
29606	25 102025	County of Ramsey Recording Fee - 1856 Malvern Street Electrical	10/28/2025	46.00
			Total for Check Number 29606:	46.00
29607	164 4440272	Imperial Bag & Paper Co LLC Toilet Tissue	10/28/2025	212.62
			Total for Check Number 29607:	212.62
29608	144 102025	International City/County Management Ass ICMA Renewal - Heather	10/28/2025	738.39
			Total for Check Number 29608:	738.39
29609	31 189968 189968	Kennedy & Graven Chartered September Legal Services 1852 Carl Street Proceedings	10/28/2025	2,001.00 1,310.00
			Total for Check Number 29609:	3,311.00
29610	185 102025 102025 102025	Lauderdale Certified Auto Repair Inc September Fuel September Fuel September Fuel	10/28/2025	46.97 46.97 219.19
			Total for Check Number 29610:	313.13
29611	79 Sep1230252025	Minnesota Department of Labor & Industry 3Q2025 Surcharge Report	10/28/2025	76.50
			Total for Check Number 29611:	76.50
29612	11 2025-531	North Suburban Communications Commiss 3Q25 Contribution	10/28/2025	997.33
			Total for Check Number 29612:	997.33
29613	388 PS-INV108519	PeopleService Inc November Wastewater	10/28/2025	660.00
			Total for Check Number 29613:	660.00
29614	356 1033 1033	Rum River Ventures LLC July 2025 - September 2025 Rental Housing Ins July 2025 - September 2025 Contract Building I	10/28/2025	2,962.50 7,549.92
			Total for Check Number 29614:	10,512.42
29615	125 102025	Ann Sisel Pollinator Garden Expenses	10/28/2025	96.20
			Total for Check Number 29615:	96.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
29616	425	Vestis	10/28/2025	
	2500807050	October Uniforms		25.53
	2500807050	October Uniforms		25.53
	2500812970	October Uniforms		25.53
	2500812970	October Uniforms		25.53
Total for Check Number 29616:				102.12
29617	74	Xcel Energy	10/28/2025	
	946662567	Larpenteur Bridge Lights		63.57
	946684758	2430 Larpenteur Avenue W		10.78
	947328380	1891 Walnut Street		202.68
	947328380	1891 Walnut Street		27.57
	947558185	1917 Walnut Street		20.00
	947558185	1917 Walnut Street		17.57
	947558185	1885 Fulham Street		45.34
	947558185	1885 Fulham Street		20.76
Total for Check Number 29617:				408.27
Total for 10/28/2025:				22,563.98
Report Total (22 checks):				35,321.89

LAUDERDALE COUNCIL ACTION FORM

Meeting Date

October 28, 2025

Agenda Item

Investment Report

Action Requested

Consent	☒	Public Hearing	☐	Discussion	☐
Action	☐	Resolution	☐	Work Session	☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Following is the Third Quarter Investment Report for 2025.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council acknowledges the investment report for July - September 2025.

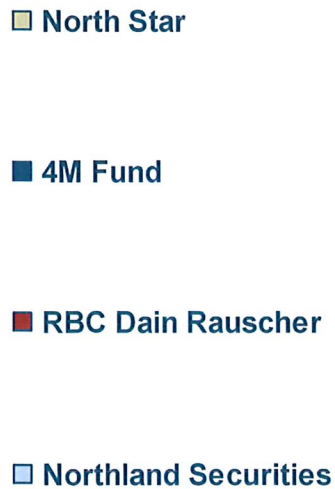
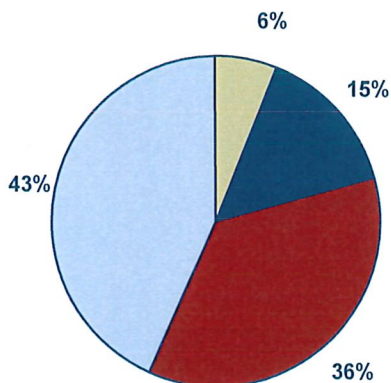


Third Quarter 2025 Investment Report

INVESTMENTS

As of September 30, 2025, the City had the following amounts with official depositories:

North Star Bank	\$ 224,061
Northland Securities	1,552,230
RBC Dain Rauscher	1,294,937
4M Fund	526,940
TOTAL	\$ 3,598,168



DEPOSITORIES AND INVESTMENT TYPES

North Star Bank	
Checking Account	\$ 224,061
4M Fund	
Joint Powers Investment	\$ 526,940
RBC Dain Rauscher	
US Government Securities	\$ 0
Certificates of Deposit	\$ 1,294,937 (13)
Northland Securities	
Money Market Account	\$ 252,230
Certificates of Deposit	\$ 1,300,000 (13)

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.

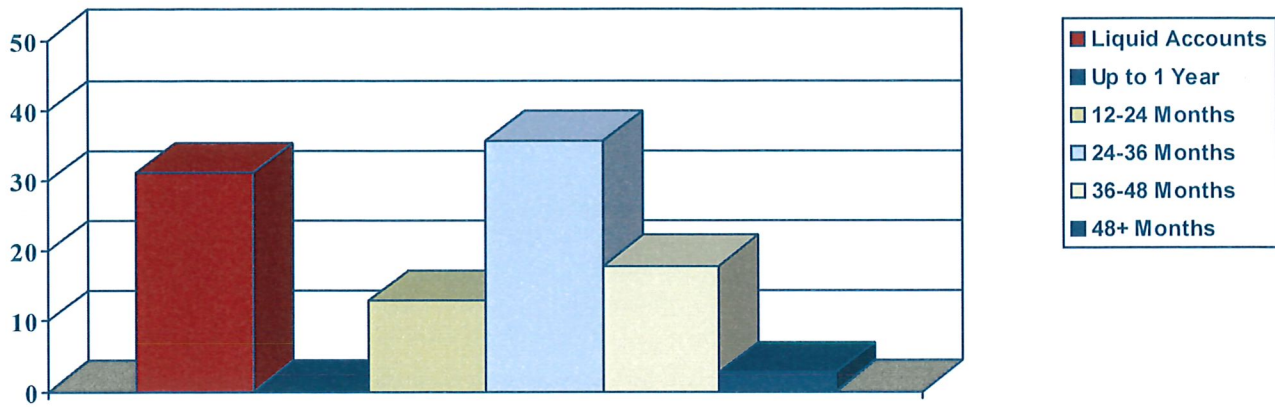
6-10 Years are US Government Instrumentality Securities.

11-15 Years are US Government Instrumentality Securities.

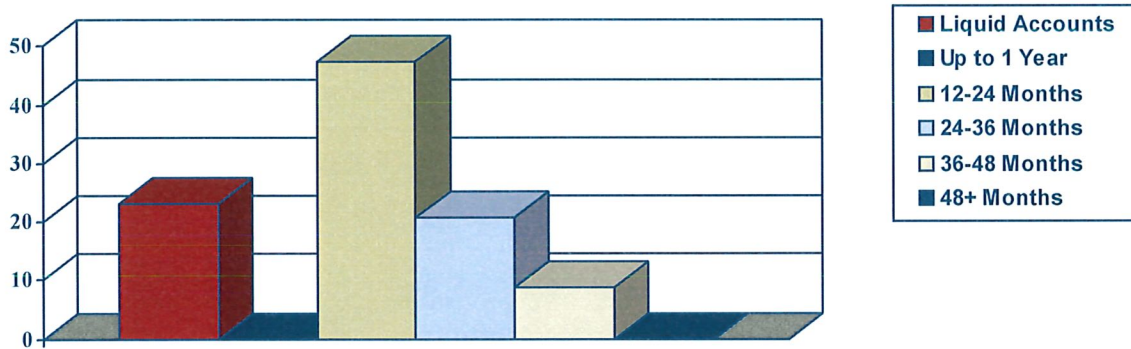
15+ Years are US Government Instrumentality Securities and bonds.

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 2024 Investment Portfolio by Holding Period

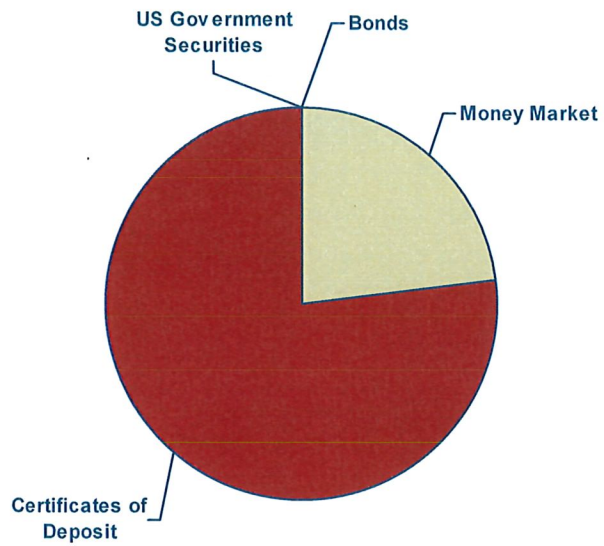


Third Quarter 2025 Investment Portfolio by Holding Period



INVESTMENT TYPES

Money Market	\$ 779,170
Bonds	0
Certificates of Deposit	2,594,937
US Government Securities	0



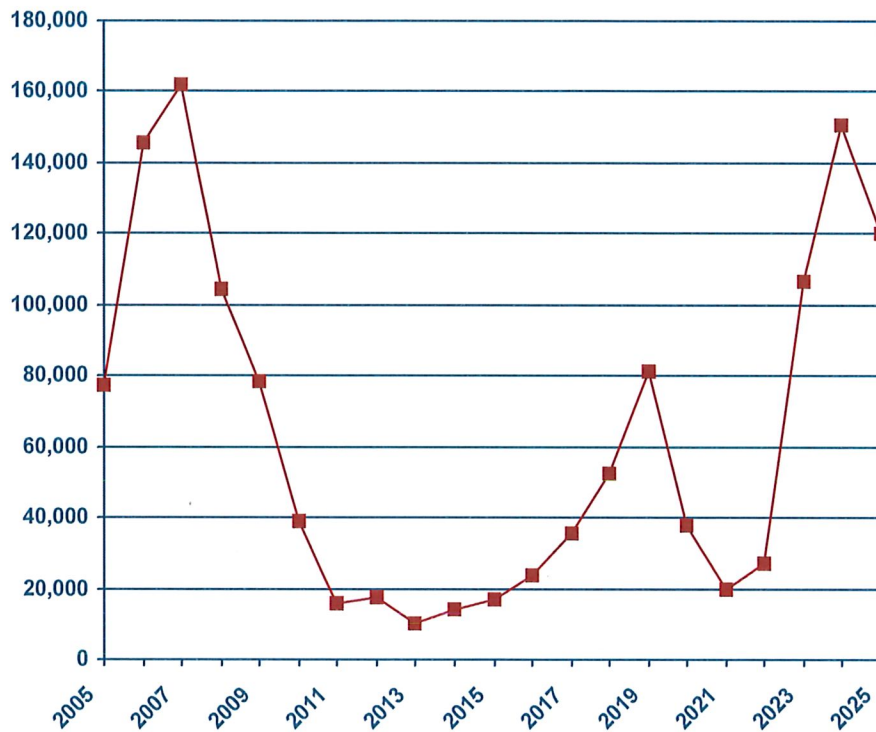
Investment Schedule

<i>Maturity Date</i>	<i>Type</i>	<i>Interest Rate</i>	<i>Investment Broker</i>	<i>Amount</i>	<i>Bank</i>
8/7/2028	CD	4.20%	RBC	100,000.00	Central Bank, Little Rock
7/28/2028	CD	4.30%	RBC	100,000.00	Horizon Bank
9/23/2027	CD	3.90%	RBC	100,000.00	Northeast Bank
5/10/2027	CD	4.00%	Northland	100,000.00	Live Oak Banking
2/12/2027	CD	4.10%	Northland	100,000.00	Trustone Financial CU
1/19/2027	CD	4.05%	RBC	100,000.00	Gate City Bank
1/19/2027	CD	3.85%	RBC	100,000.00	Blue Ridge Bank
12/4/2026	CD	4.20%	RBC	100,000.00	State Bank of India
11/9/2026	CD	4.15%	Northland	100,000.00	DMB Community Bannk
10/7/2026	CD	4.25%	RBC	100,000.00	JP Morgan Chase Bank
9/21/2026	CD	4.00%	RBC	100,000.00	First National Bank Sioux Falls
9/11/2026	CD	3.95%	RBC	100,000.00	American Express
8/13/2026	CD	4.15%	Northland	100,000.00	Bank New England
8/12/2026	CD	4.20%	Northland	100,000.00	Merrick Bank
8/6/2026	CD	4.25%	Northland	100,000.00	Harborstone Credit Union
7/31/2025	CD	4.20%	RBC	100,000.00	Bank Sierra
7/17/2026	CD	0.95%	RBC	100,000.00	Texas Exchange Bank, Crowley
6/11/2026	CD	4.20%	Northland	100,000.00	Preferred Bank, CA
6/11/2026	CD	4.40%	RBC	100,000.00	Washington Fed Bank Seattle
5/11/2026	CD	4.25%	Northland	100,000.00	First Federal Savings Bank
3/13/2026	CD	4.15%	RBC	100,000.00	Israel Disc Bank
3/13/2026	CD	4.40%	Northland	100,000.00	Austin Telco Fed CU
2/6/2026	CD	4.40%	Northland	100,000.00	Freedom Bank (TX)
12/11/2025	CD	4.25%	Northland	100,000.00	Barclays Bank
12/10/2025	CD	4.40%	RBC	100,000.00	Flagstar Bank NA
11/13/2025	CD	4.50%	Northland	100,000.00	Enterprise Bank
9/11/2025	CD	4.45%	Northland	100,000.00	Technology CU San Jose
8/26/2025	CD	0.70%	Northland	100,000.00	Toyota Savings Bank
8/11/2025	CD	5.05%	Northland	100,000.00	First Foundation Bank
8/11/2025	CD	5.05%	Northland	100,000.00	Sallie Mae Bank
8/11/2025	CD	5.05%	Northland	100,000.00	Townebank Portsmouth VA
8/8/2025	CD	5.40%	RBC	100,000.00	Incredible Bank
8/8/2025	CD	5.40%	RBC	100,000.00	US Bank Nat'l

The investments in blue matured this quarter. Staff purchased the six investments in red. Staff plan to continue investing in non-callable CDs to guarantee good yield over the next three years in spite of ebbs in the market. The City continues to hold one sub one percent investment purchased before the interest rate increases.

INTEREST EARNINGS

The following chart shows the interest earnings since 2005 with 2007 being the best year with earnings of \$161,884. Investment interest earned through the end of 2024 totaled \$150,812.11. Investment interest through the third quarter 2025 totaled \$120,219.69. Most of the increase is from higher yields at the 4M Fund. Ideally in 2025 the City will best the 2007 interest record.



LAUDERDALE COUNCIL ACTION FORM

Meeting Date

October 28, 2025

Agenda Item

Larp. Snow Plowing

Action Requested

Consent	☒	Public Hearing	☐	Discussion	☐
Action	☐	Resolution	☐	Work Session	☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City received a proposal from 8th Day Landscaping for the winter season. They clear snow in front of the homes along Larpenteur Avenue on the north side.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council directs staff to enter into a contract with 8th Day Landscaping for snow removal services as presented.

Contract between the City of Lauderdale and 8th Day Landscaping, LLC.

This contract (the "Agreement") is made and entered into this 28th day of October, 2025, between the City of Lauderdale, Minnesota (the "City"), and 8th Day Landscaping, LLC., (the "Contractor"), (collectively, the "Parties").

Scope of Services

Snow plowing specifications for roadways, driveways and parking areas:

Snow removal of roadways, driveways, and parking areas is not a part of the scope of services expected from the Contractor. In the event the services are needed, city staff will make arrangement with the Contractor at the *Equipment/Product Rates* defined below.

Snow shoveling specifications: Trigger depth: 1.5 inches

The snow removal area is identified in *Appendix A: Sidewalk Segments for Snow Removal*.

Snow shoveling will be completed by hand or power method. Snow shoveling will be completed with the following guidelines.

1. Snow will be removed from the walkways so as to maintain a minimum clearance of 36 inches. Cut outs for bus access also will be cleared to maintain a minimum width of 36 inches.
2. Walkways will be shoveled within 12 hours of cessation of snow. This standard will be used for all snowfalls that meet the trigger depth, and do not exceed 6 inches. For snow falls that are between 6-12 inches, the standard snow removal time will be extended an additional 18 hours. Any snowfall that exceeds 12 inches will be handled on a best effort basis.
3. Removal of ice built-up is not the responsibility of the Contractor.
4. All mail boxes will be shoveled around so they may be accessible for the residents and mail carriers. This will be completed within 12 hours for snowfalls that meet trigger depth, but do not exceed 6 inches. Snowfalls over 6 inches will extend their removal time an additional 18 hours.
5. Fire hydrants will be cleared of snow within 12 hours, for all snowfalls that meet trigger depth, but do not exceed 6 inches. Snow falls that exceed 6 inches will extend the removal time an additional 18 hours. Any snowfall that exceeds 12 inches will be handled on a best effort basis.
6. On occasion when temperatures reach -15F or less, shoveling may be delayed until safer working conditions prevail.

Snow Removal: Call Out

In the event a property owner along Larpenteur Avenue does not perform snow removal or snow removal satisfactorily, the Contractor agrees to provide snow removal service in the same manner as it does in the contract area identified in Appendix A. This service requires a phone call or electronically written notice from the City Administrator or their designee. The Contractor will perform the service within 24 hours of receiving notice. Services will be provided at the costs identified in *Equipment/Product Rates* and billed to the City. The City is responsible for seeking reimbursement from the property owner serviced.

Sanding of Driveways, Parking Lots, and Walks

Sanding of drives, parking areas, walks, walkways, and steps will be completed as requested. Sanding and salting is available at an extra charge and will be billed at \$120.00 per ton of sand salt mix. The Contractor is not held responsible for injuries or accidents related to winter

conditions. The Contractor will not be held responsible for turf damage due to sanding or salting.

Sanding / Salting / De-icing Options (upon request)

Ice melt products will be applied to roads and walkways as requested only. Cost for ice melt on roadways is \$120.00 per ton of salt sand mix or \$1.55 per pound applied to walkways. The Contractor is not held responsible for injuries or accidents related to winter conditions. The Contractor will not be held responsible for turf damage due to deicing procedures. The City will contact the Contractor when the City would like salt, sand, or deicing products dispersed. This will require a phone call or written statement from the City Administrator or their designee.

Inspections

The Contractor will inspect sidewalks by May 15, and report any damages caused by snow plowing. Any damages that occur in excess of \$150.00 must be reported immediately.

Responsibility of the City

The following activities are not part of this contract; however, the Contractor will advise the City to reduce costs in these areas.

1. Ice accumulation.
2. The use of deicer materials or activities not defined in these specifications to promote safety.
3. Snow removal, hauling, or relocating snow piles.
4. Any damage caused by protruding objects from paved areas, or from items not visible to the Contractor at the time of snow operations.
5. Snow removal requests that are below the specific trigger depth, or that are outside the specifications.

Compensation

The Contractor will furnish all labor and materials for contract specifications. The above contract is valid from November 1, 2025 to April 30, 2026. The Monthly Contract amount is \$755.00 per month which the City will pay in six equal installments of \$755.00. The City agrees to pay the Contractor in full within 35 days of date of invoice. Payments not received within 35 days will be charged a service charge of 2% per month. Any increase in taxes or other regulations that become effective during the term of this agreement shall be passed on to the City.

-Any increase in fuel prices over 25% will be passed on to the City.

-Any services performed outside of these specifications will be billed at the following rates.

Equipment/Product Rates

The following rates apply to additional services performed by the Contractor. A minimum charge of \$75 applies to callouts.

- ½ ton plow truck with operator: \$79.00 per hour
- ¾ ton plow truck with operator: \$89.00 per hour
- One-ton plow truck with operator: \$99.00 per hour
- Hand shoveling: \$75.00 per/man hour
- Sidewalk salt: \$1.55 per/lb. applied

- Magnesium salt: \$1.95 per/lb. applied
- Walk behind blower: \$75.00 per/hour
- Salt and sand mixture-for driveways: \$130.00 per ton
- Bobcat with operator: \$130.00 per hour (1 hour minimum.)
- Dump truck with operator: \$150.00 per hour (1 hour minimum)

Terms of Contract

1. Terms and Conditions

The term of this contract shall be for a period of six months commencing on November 1, 2025 and terminating on April 30, 2026. The time performance of any portion of the obligations of the Contractor under this agreement shall be of the essence, subject only to delay caused by or contributed to by act of the City, its agents or employees, labor disputes, fire, unavoidable casualties, act of God, or action or non-action of utilities or of local, state, or federal government.

2. Insurance

The Contractor shall fully insure itself against any and all liability which it may have under the worker's compensation law, general liability, and automobile coverage. The Contractor shall furnish a certificate of insurance to City prior to beginning work.

3. Force Majeure

The Contractor shall not be liable to City for any damages to property, personal injuries, or other liability arising outside of the Contractor's control including but not limited to, vandalism, flood, rain, fire, wind, heavy snow, freezing, strikes, lack of salt availability, other natural causes, acts of God or acts of persons other than the Contractor's employees or agents.

4. Independent Contractor Relationship.

It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Indemnification.

The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Contractor's performance or failure to perform its duties under this Agreement.

6. General Provisions.

- A. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- B. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

- C. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- D. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- E. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- F. No Waiver by City. By entering into this agreement, the City does not waive its entitlement to any immunity under statute or common law.
- G. Termination. Either party may terminate this agreement at any time for any reason. If the contract is terminated early, the City will pay a prorated fee for services performed to date.

7. Complete Agreement

This agreement and all amendments and exhibits hereto specifically signed and incorporated herein, constitutes the entire agreement between the parties and supersede any and all other agreements, either oral or in writing. By signing below, each party acknowledges that they have read and understand this agreement and that no representation, inducement, promise or agreement oral or otherwise, has been made by any party, which is not embodied within. This agreement shall be construed as objectively in the light of its overall purpose, which is to provide the services herein for compensation. Neither the souse nor the authorship of this agreement shall cause bias or presumption in the constitution or interpretation of this agreement. Any changes to the terms or conditions of this agreement are not binding unless in writing and signed by both parties hereto.

8. Notices

Notices under this contract shall be reserved on the parties by certified mail at the following addresses:

City:

City of Lauderdale
1891 Walnut St.
Lauderdale, MN 55113

Contractor:

8th Day Landscaping
1430 County Road C. West, Suite 500
Roseville, MN 55113

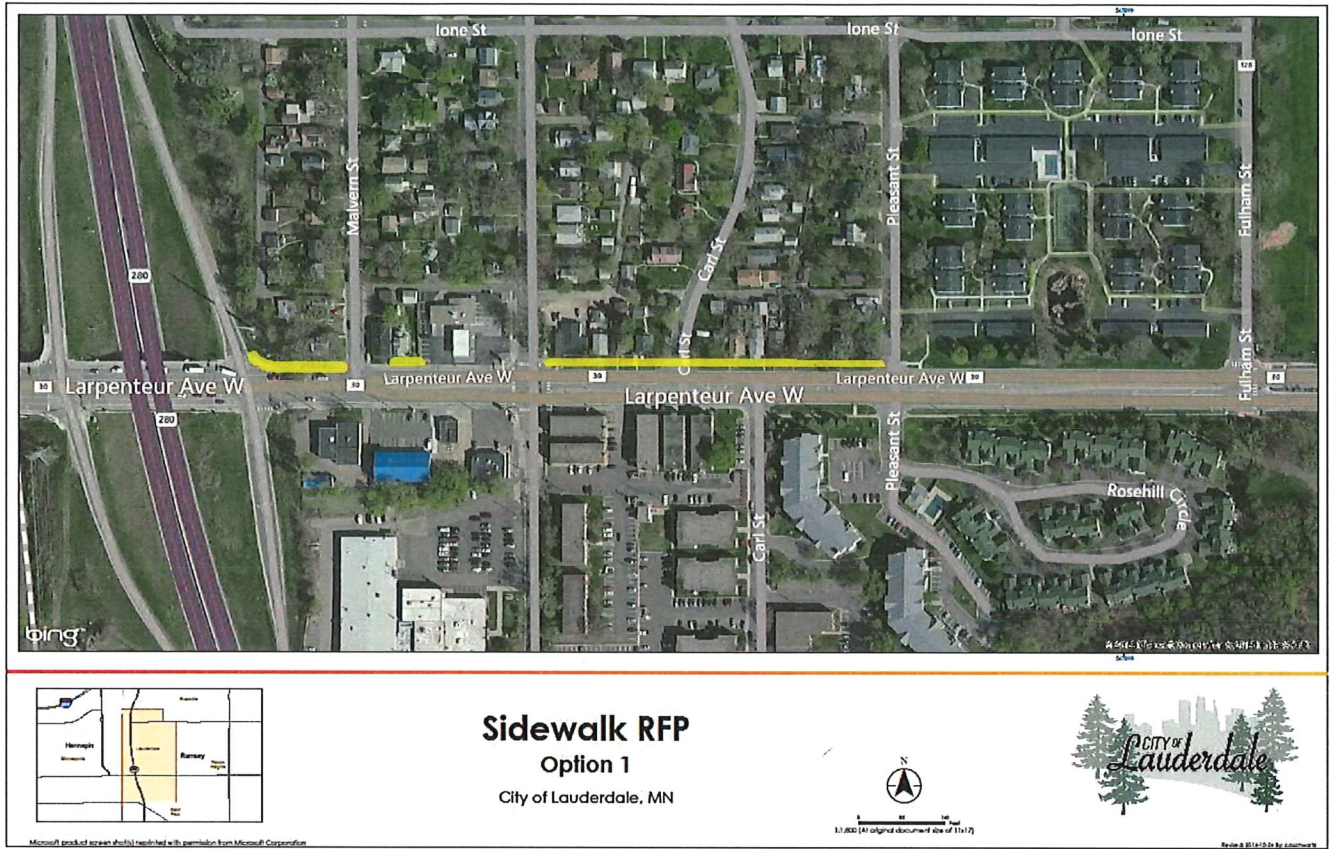
In witness thereof, the parties hereto have executed this agreement the day and year first written above.

By: _____
Heather Butkowski, Lauderdale City Administrator

By: Chris Matt
Print Name: Chris Matt
Owner/Operator
8th Day Landscaping

Appendix A

Sidewalks Segments for Snow Removal



LAUDERDALE COUNCIL ACTION FORM

Meeting Date	October 28, 2025	Agenda Item	Motiv Pay Request
---------------------	------------------	--------------------	-------------------

Action Requested

Consent	☒	Public Hearing	☐	Discussion	☐
Action	☐	Resolution	☐	Work Session	☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Motiv Excavating & Site Works, LLC was awarded the contract to complete the 2025 Sanitary Sewer Structure Repairs. This is their second pay request for \$52,670.85. The entire contract is \$213,600.75. If the Council approves the pay request, staff will issue them the following check. The final closing out of punch list items is happening. The final payment is expected to be a little more than the bid amount as we asked them to do additional work that came up through the project.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves the second pay request for the 2025 Sanitary Sewer Structure Repairs Project payable to Motiv Excavating & Site Works, LLC in the amount of \$52,670.85.

Accounts Payable

Checks by Date - Detail by Check Date

User: heather.butkowski
Printed: 10/24/2025 10:21 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
29618	457 PyRqst2	Motiv Excavating & Site Works LLC 2025 Sanitary Sewer Repairs PR2	10/29/2025	52,670.85
Total for Check Number 29618:				52,670.85
Total for 10/29/2025:				52,670.85
Report Total (1 checks):				52,670.85

**CITY OF LAUDERDALE**1891 WALNUT STREET
LAUDERDALE, MN 55113Page 1 of 3
Client Project Number:
Payment Number: 2Contract Number: 193806876
Pay Request Number: 2

Stantec Project Number	Project Description
193806876	2025 Sanitary Sewer Structure Repairs

Contractor: Motiv Excavating & Site Works, LLC 14529 83rd Street Becker, MN 55308	Up To Date: 10/08/2025
---	------------------------

Contract Amount

Original Contract	\$213,600.75
Contract Changes	\$0.00
Revised Contract	\$213,600.75

Funds Encumbered

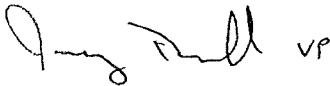
Original	\$213,600.75
Additional	N/A
Total	\$213,600.75

Work Certified To Date

Base Bid Items	\$210,839.78
Contract Changes	\$
Material On Hand	\$0.00
Total	\$210,839.78

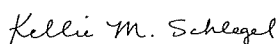
Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$55,443.00	\$210,839.78	\$10,541.99	\$147,626.94	\$52,670.85	\$200,297.79
Percent: Retained: 5%			Percent Complete: 98.71%		

I hereby certify that all items and amounts shown are correct for the work completed to date.
Contractor: Motiv Excavating & Site Works, LLC

Approved by:  VP

Date: 10/16/2025

The Work on this project and application has been reviewed and the amount shown is recommended for payment.
Stantec Engineer: Kellie M. Schlegel

Approved by: 

Date: 10/21/2025

Approved for Payment by Owner: CITY OF LAUDERDALE

Approved by: _____ Date: _____



CITY OF LAUDERDALE
1891 WALNUT STREET
LAUDERDALE, MN 55113

Page 2 of 3
Client Project Number:
Payment Number: 2

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-09-04	\$155,396.78	\$7,769.84	\$147,626.94
2	2025-10-08	\$55,443.00	\$2,772.15	\$52,670.85

Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Local Funds	\$210,839.78	\$10,541.99	\$147,626.94	\$52,670.85	\$200,297.79

Contract Item Status								
Line	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
1	MOBILIZATION	LS	\$10,880.00	1	0.5	\$5,440.00	1	\$10,880.00
2	TRAFFIC CONTROL	LS	\$3,300.00	1	0.5	\$1,650.00	1	\$3,300.00
3	REMOVE AND REPLACE CONCRETE CURB AND GUTTER	LF	\$116.00	40	40	\$4,640.00	40	\$4,640.00
4	REPLACE 4' DIA BARREL SECTION	LF	\$620.00	2	0	\$0.00	9.5	\$5,890.00
5	REPLACE CONE SECTION	EA	\$5,105.00	2	0	\$0.00	2	\$10,210.00
6	RECONSTRUCT INVERT /DOGHOUSES/ BENCH	EA	\$1,720.00	23	20	\$34,400.00	23	\$39,560.00
7	JOINT FILLER	GAL	\$55.00	100	100	\$5,500.00	100	\$5,500.00
8	INTEGRAL CONCRETE RING	LF	\$360.00	9	0	\$0.00	9	\$3,240.00
9	REPLACE 4' DIAMETER SEWER STRUCTURE, SALVAGE CASTING	EA	\$16,840.00	3	0	\$0.00	3	\$50,520.00
10	IMPROVED STRUCTURE FOUNDATION	CY	\$58.65	15	0	\$0.00	0	\$0.00
11	AGGREGATE BASE, CLASS 5	TON	\$39.50	30	0	\$0.00	55.64	\$2,197.78
12	PAVEMENT MARKINGS	LS	\$2,625.00	1	0	\$0.00	0	\$0.00
13	REMOVE AND REPLACE SANITARY SEWER FRAME, RINGS & CASTING	EA	\$1,630.00	17	0	\$0.00	21	\$34,230.00
14	REMOVE AND REPLACE SANITARY SEWER FRAME, RINGS, SALVAGE CASTING ASSEMBLY	EA	\$1,271.00	41	3	\$3,813.00	32	\$40,672.00
PROJECT TOTALS:						\$55,443.00	\$210,839.78	



CITY OF LAUDERDALE
1891 WALNUT STREET
LAUDERDALE, MN 55113

Page 3 of 3
Client Project Number:
Payment Number: 2

Project Category Totals		
Category	Amount This Request	Amount To Date
ALTERNATE #2: HDPE ADJUSTMENT RINGS AND BITUMINOUS PATCHING	\$3,813.00	\$74,902.00
BASE BID	\$51,630.00	\$135,937.78

Contract Total	\$210,839.78
----------------	--------------

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	October 28, 2025	Agenda Item	RFP for Architect
---------------------	------------------	--------------------	-------------------

Action Requested

Consent	☐	Public Hearing	☐	Discussion	☒
Action	☒	Resolution	☐	Work Session	☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff prepared and the city attorney reviewed the RFP for architectural services that follows. Staff are prepared to advertise the solicitation with proposals due in early December. Staff would review proposals in December and bring forward the best candidates in January for Council consideration.

STAFF RECOMMENDATION:

Motion directing staff to advertise the RFP for Professional Architectural Design Services and Construction Support for a Municipal Retail Cannabis Store.



Request for Proposals (RFP)

Professional Architectural Design Services and Construction Support for Retail Store

Lauderdale Municipal Cannabis

Proposals Due: December 5, 2025

City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Statement of Purpose

The City of Lauderdale, Minnesota is soliciting proposals from a qualified and experienced Architectural Services Consultant to provide comprehensive architectural and engineering design services for a retail store. The new facility will be constructed at 2430 Larpenteur Avenue West, Lauderdale, MN 55113.

General Information on the City of Lauderdale

Lauderdale is a small community located in the heart of the metro with a population of 2,400. Sharing a border with Minneapolis, St. Paul, Falcon Heights and Roseville, the City's central location provides easy access to TH280 and the Larpenteur Avenue – East Hennepin corridor making it a prime location for a municipal cannabis store.

Lauderdale is a Statutory Plan A city with a weak Mayor-Council form of government which gives the City Council administrative and legislative authority. The city administrator is responsible for the ongoing operations of the city, City Council relations, strategic planning, policy research and implementation, oversight of boards and commissions, performance management, and general city administration.

Project Overview

The city owns a former service station at 2430 Larpenteur Avenue West, Lauderdale, MN 55113. The city has been using the facility for storage but it is beyond repair, and the city plans to demolish the existing structure and construct a new retail cannabis store. The site is approximately 0.26 acres (11,325 SF). The city anticipates construction of an approximate 1,500 square foot retail cannabis store including parking and landscape improvements. The city has developed a business plan with the intent of acquiring a municipal cannabis license to begin retail operations in 2026 or early 2027.

This proposal and qualifications shall include:

1. Estimate of construction costs.
2. Development of construction documents after the City Council approves preliminary design and cost estimates.
3. Construction services. The city plans to hire an independent General Contractor, who will monitor preliminary plan and construction document development, manage bid process, and manage overall construction responsibilities). The chosen architectural design team will assist in the interview process.

Pre-Qualification-Scope of Work

The city seeks to employ an architectural firm with a core team (project leadership, architect, or designer) that has experience with similar facilities. Interested teams must have demonstrated experience in designing retail facilities within the last five years and the personnel assigned to the project shall have direct experience with retail facility design, preferably with some experience designing cannabis dispensaries.

The city is looking for a "full service" approach, where the selected firm, including its subconsultants, can provide the following:

1. Scope of services (baseline) shall include Architectural Design, Civil Design & Engineering, Structural Engineering, Mechanical (MPF) Design & Engineering, Electrical Design & Engineering, Landscape Architecture, Interior Design, B3 Design & Engineering, Audio/Video & Data/Telecommunications Design & Engineering and Security Systems Design & Engineering. The scope of work services not listed above will be in addition to the baseline services.
2. A conceptual plan for the construction of the new retail cannabis store that incorporates the

latest design elements concerning modern retail cannabis buildings in terms of layout, safety, and security.

3. An ability to demonstrate functionality, value, and quality design within project budget limitations.
4. Preparation of illustrative materials, e.g., renderings of both interior and exterior.
5. Preparation of certain illustrative materials for public engagement as approximate building costs are known and public finance is evaluated (e.g., renderings, both interior and exterior), including assistance, when necessary, with presentation before Council.
6. Experience in site preparation.

Deliverables

The successful team, which may include subconsultants, is to provide services in architecture, civil and structural engineering, landscape architecture, interior design, HVAC, plumbing, fire protection and electrical design. The responsibilities of the team include, but are not limited to:

1. Verification of the facility's space needs.
2. Develop plans and specifications to meet all applicable building codes.
3. Review plans and specifications in detail with staff, consultants, and the city's contracted building official.
4. Analyze opportunities for energy efficiency in the design process.
5. List the specification, coordination, and pricing of soft costs (furniture, fixtures, and equipment).
6. Propose timeline of planned schedule for design and construction.

The successful firm will provide services in each of the following phases: Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration.

General Instructions

Carefully read the information contained in this RFP and submit by email a complete response following all requirements, specifications, and directions to the Lauderdale City Administrator, Heather Butkowski, at Heather.Butkowski@LauderdaleMN.org.

The submittals must be received at the offices of the City of Lauderdale **no later than December 5, 2025**.

Do not submit proposals to any other person or location by any other method. Proposals must include:

1. Cover letter.
2. **Signed** Respondent Proposal (Attachment A)
3. Reference list
4. Firm background and qualifications (Attachment B)
5. Examples of constructed retail facilities that were designed by respondent. Any examples of cannabis retail stores should also be included.
6. Stated understanding of the project scope and your approach to integrating input. Describe your approach to the design process and working with the city for a product to present to the City Council for approval of a final design and to authorize advertisement for bids.

Late submission: Late submissions will not be considered.

Unsigned submission: The Respondent's Proposal (Attachment A) must be signed by an authorized representative of your company. Unsigned submissions **will not** be considered.

Questions: Any question regarding this request for proposal shall be emailed no later than December 1, 2025 to Heather Bukowski. Answers will be issued as an addendum and sent to any firm or team that submits questions or upon request.

Evaluation Criteria

The Respondent selected for an award will not necessarily be the lowest bidder. Rather, the selection will be based upon the proposal that is responsive, responsible, and the most advantageous to the city, as determined by the city in its sole discretion. The city intends to award a contract, subject to the terms of this RFP, to the best overall valued firm. Firms will be prioritized based on experience and performance, current performance capability, fees, and other criteria as outlined in this document. The city anticipates that all firms will have a fair and reasonable opportunity to provide service.

The city reserves the right to add/delete/modify criteria or times, via an addendum, if it is in the city's best interest, as determined by the city in its sole discretion.

Award Criteria

Issuance of this RFP does not compel the city to award a contract. The city reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The city reserves the right to request clarification or additional information. The city reserves the right to award a contract, to resolicit proposals, or to abandon the procurement temporarily or permanently.

Ownership of Proposal

All materials submitted in response to this RFP will be handled in compliance with the Minnesota Government Data Practices Act. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" shall be considered to qualify as Trade Secret Data under the Minnesota Government Data Practices Act (MGDPA). Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the city. If denied, the company shall have the opportunity to withdraw the entire proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation under the MGDPA shall be the responsibility of the company.

Release of Claims, Liability, and Preparation Expenses

Under no circumstances shall the city be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a respondent's participation in this process. The respondent understands and agrees that it submits its proposal at its own risk and expense and releases the city from any claim for damages or other liability arising out of the RFP and award process.

Errors in Proposals

The city shall not be liable for any errors in the respondent's proposal. No modifications to the proposal shall be accepted from the respondent after the submittal date and time. The respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.

Withdrawing Proposals

Respondents may withdraw their proposal any time before the submittal deadline by submitting a written request via email to the City Administrator. The written request must be from an authorized representative of the respondent. The respondent may submit another proposal any time before the deadline. No proposal may be withdrawn after the submittal date and time without approval by the city. Such approval shall be based on the respondent's submittal, in writing, of a reason acceptable to the city in its sole discretion.

Addendums

The city reserves the right to issue an addendum to the RFP at any time, for any reason. If any addenda are issued, such addenda shall be issued by the city prior to the time that proposals are received and shall be considered part of the RFP.

Responsible Prospects (Respondents)

The city reserves the right to award project contracts only to responsible respondents. Responsible respondents are defined as firms that meet the requirements of this RFP and demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the contract. The city's determination of whether a respondent is a responsible respondent is at the city's sole discretion.

Notification of Award

If the city makes an award because of this RFP process, the city will deliver to the selected respondent a notice of selection. The resulting contract shall consist of, but not be limited to, the following:

1. The terms, conditions, specifications, and requirements of this RFP and its attachments
2. The addenda issued by the city pursuant to this RFP.
3. All representations (including, but not limited to, representations as to performance and financial terms) made by the respondent in its proposal and during any meeting(s) with the city.
4. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal.

Attachment A

RESPONDENT PROPOSAL

The firm hereby proposes to provide Design Services and other Services as specified within the scope of service at the rates shown below.

Based on the scope of work for this project, what is your fixed fee? What are your estimated total reimbursable expenses?

Fixed fee:

Reimbursable expenses:

Firm:

Contact:

Telephone:

E-mail:

Address:

City/State/Zip:

Authorized Signature

X _____ Date _____

Name and Title:

FIRM BACKGROUND AND QUALIFICATIONS

The City of Lauderdale will review and evaluate each proposal and selection will be made based on the criteria listed below. The offices submitting proposals shall include with that proposal statements on the following:

- A. Proven management skills and technical competence, including specialized experience in the architectural design of retail facility projects.

Management Skills and Technical Expertise, as a minimum, include:

- List of at least four retail facilities design projects that have been constructed, including description, scope, project cost, and owner's contact information.
- Awards and letters of commendation received.

- B. Credentials of project team, including lead designer's and major sub-consultant's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to retail facilities with complex site plan features.

Include as a minimum:

1. Identification of project lead architect and project team.
2. Staffing plan.
3. Lead architect resume and portfolio of related projects.
4. Lead designer's resume and portfolio of related projects.
5. Identification of sub-consultants.
6. Sub-consultant's portfolio of related projects.
7. Resumes of sub-consultant's staff.

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	October 28, 2025	Agenda Item	Labor Peace Agree.
---------------------	------------------	--------------------	--------------------

Action Requested

Consent	☐	Public Hearing	☐	Discussion	☒
Action	☒	Resolution	☐	Work Session	☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

AFSCME said they agree with the terms of the Labor Peace Agreement drafted with the assistance of Kennedy and Graven staff.

STAFF RECOMMENDATION:

Motion to adopt the Labor Peace Agreement with AFSCME as presented.

LABOR PEACE AGREEMENT

This Labor Peace Agreement (“Agreement”) is entered into this ___th day of October 2025 between the City of Lauderdale d/b/a Lauderdale Municipal Cannabis store (hereafter “Employer”) and American Federation of State, County, and Municipal Employees (AFSCME) Council 5 (hereafter “Union”). Employer and the Union are referred to collectively herein as the “Parties.” This Agreement is entered into in accordance with applicable requirements of Minnesota Statute 342. This Agreement shall be submitted by Employer in connection with any application to obtain any license to engage in commercial cannabis activities pursuant to state law and local governmental ordinances, and with any application for re-licensure. The Parties mutually recognize that Federal and Minnesota labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with Employer, or to refrain from such activity.

1. Acknowledgment, Scope and Term:

- A. **Acknowledgment.** The Employer and the Union recognize that it is important for employees to have a voice at work, acknowledge and respect the fundamental rights of workers to decide whether to organize unions and engage in collective bargaining; acknowledge and respect the role of unions in representing the interests of employees who have chosen to designate the Union as their exclusive representative for the purposes of collective negotiations; believe that collective bargaining is a vehicle that provides respect to workers; and, understand that voice, collaboration and partnership are consistent with the Employer’s mission.
- B. **Scope.** This Agreement shall apply to the regular full-time and regular part-time employees of Employer who meet the definition of a “cannabis worker” under Minnesota Statutes, section 342.01, subd. 23 and who work at any of the Employer’s current or future licensed cannabis businesses (the “Covered Employees”).
- C. This Agreement shall cease to apply to employees for whom a labor organization is voluntarily recognized, and the Parties have entered into a Collective Bargaining Agreement covering such employees.
- D. This Agreement shall be submitted with any application made by Employer to obtain any License to engage in commercial cannabis activities pursuant to state law or local governmental ordinances, and with any application thereafter for re-licensure.
- E. Parties acknowledge that the City’s intent is to hire an independent contractor to operate the cannabis business on the City’s behalf, including hiring all employees of the business. This agreement is intended to allow the operator to enter into a separate agreement with a separate bona fide labor organization that complies with the requirements of Minn. Stat. Ch. 342. For the avoidance of doubt, Parties agree that the independent contractor that the City hires to operate the municipal cannabis store on behalf of the City will be under no obligation to enter into an agreement with the Union, but must enter into an agreement that complies with Minn. Stat. Ch. 342. Employees of the independent contractor will be subject to the agreement entered into by such independent contractor, so long as that agreement complies with the requirements of Minn. Stat. Ch. 342.

- F. The Union acknowledges that all references in this Agreement to federal labor statutes (NLRA, NLRB, FMCS) will apply only to the City's operator. The City of Lauderdale is governed by Minn. Stat. Ch. 179A (Public Employment Labor Relations Act).
- G. **Term.** This agreement shall be in full force and effect, and binding upon the Parties from the date on which it is fully executed by Employer and the Union, and shall continue for the earlier of: [i] three (3) calendar years from the date of Employer's execution of the Agreement; or [ii] upon execution of a collective bargaining agreement, which will explicitly supersede this document. This Agreement may only be extended by mutual agreement of the Parties, in writing.
- H. **Disputes.** Any dispute regarding the composition of the bargaining unit or appropriateness of individual(s) within the unit that cannot be resolved by the Parties shall be resolved via the Resolution of Disputes machinery included in this Agreement.
- I. **Limit.** This Agreement does not mandate a particular method of election or certification of the Union as the exclusive representative of the employees for the purposes of collective bargaining.

2. **Neutrality:**

- A. **Employer Neutrality.** The Employer shall take a neutral approach to the unionization of the Covered Employees, and otherwise remain neutral with respect to the Union and its representation of employees covered by this Agreement. Neutrality means that the Employer shall make no written or oral statement or take any action opposing or advocating unionization, nor shall it provide support or assistance of any kind to any person, group, firm, or consultant opposing unionization. The Employer also shall not demean the Union as an organization or its representatives as individuals, nor portray the Union in a bad light. The Employer shall not threaten, intimidate, discriminate against, retaliate against, disparage, pressure, nor take any adverse action against any employee for voicing his/her/their support or opposition of the Union or union representation, and shall not conduct captive audience or one-on-one meetings. The Employer will not poll or question employees regarding their position with regard to the Union. The Employer will inform all managerial employees, supervisors, or other agents of the Employer of their obligations under this Agreement and will take prompt and appropriate action to stop and correct any violations of this Agreement. Such action will include discipline as supported by just cause.
- B. **Union Neutrality.** The Union shall remain neutral with respect to the Employer and agrees to communicate with employees in a non-coercive positive manner and shall not denigrate the Employer, its managers, supervisors, agents or representatives. The Union shall not present or portray the Employer in a bad light to employees or to the public. The Union shall focus its efforts on addressing employee workplace issues through collective bargaining and union representation. The Union and its agents will communicate with employees in a non-adversarial and positive manner. The Union will inform all representatives, organizers, or other agents of the Union of their obligations under this Agreement and will take prompt and appropriate action to stop and correct any violations of this Agreement.

- C. **Union Access/Non-disruption of Business Operations.** The Employer recognizes the Union's right to communicate with the workers it seeks to organize, and the Union recognizes that access must accommodate the Employer's concerns with minimizing disruption of its business and productivity. The Employer shall permit Union representatives access to Employer facilities for the purpose of communicating with employees about Union representation. Employees will be allowed to distribute literature and distribute and collect authorizations cards. The Union's activities shall not disrupt or interfere with the Employer's operations or business.
- D. Union representatives may have reasonable access to workspace and sites during non-work time so long as it does not interfere with Employer operations. The Employer shall not conduct surveillance of Union representatives. Union representatives shall not be denied access to exterior employee areas and parking lots. Union representatives shall be given access to all entrances to Employer facilities for the purpose of distributing literature to employees and communicating with them. Employees will be allowed to distribute literature and distribute and collect authorizations cards.
- E. Where an employee bulletin board exists, employees shall have the right to post Union literature and notices.
- F. **Employee Eligibility List.** Within ten (10) days following receipt of written notice of intent to organize Covered Employees, the Employer shall provide to the Union a complete list of Covered Employees, including both full and part-time employees, which includes the full names, hire date, job classification, shift, department, home address, telephone numbers and email addresses of all non-managerial and non-supervisory employees covered by this agreement ("Complete List"). The Complete List shall be numbered and provided in no less than 12-point font. The Employer shall update the list regularly and no less often than the first of every month if requested by the Union, unless there is no change to the list. The Union shall keep all Employee information confidential and shall not use or disclose the information for any purpose other than the purposes of this Agreement or as required by law.

Within ten (10) days of receiving a notice from Union regarding an intent to organize, Employer shall distribute to each Employee a letter notifying employees and post in a prominent location of the Union's intent to organize.

- G. At the Union's written request (an email shall suffice), the Employer will schedule a mandatory staff meeting to enable the Union to meet with all of the Covered Employees. This meeting must be scheduled by the Employer within fifteen (15) days of the Union's request, or by such other mutually agreed upon time. If it is not feasible for the Employer to schedule a single meeting attended by all Employees, then Employer will cooperate with the Union to schedule a follow up meeting(s) for that purpose. This meeting will be on paid time. This meeting shall take place at a mutually agreed upon site and last no more than one (1) hour. At the meeting, the Employer will tell the Employees that it is neutral, does not object to their talking to and supporting a Union, and that Employer will negotiate a collective bargaining agreement with the Union upon recognition or if a majority of the Covered Employees designate the Union as their collective bargaining representative after a representation election with the NLRB. Union representatives will attend the meeting and, after the Employer has introduced them and left the meeting, talk with the Employees about

the Union. The Employer will not surveille the meeting in any way. The Employer's portion of the meeting shall not take longer than five (5) minutes.

- H. **No Strike/No Lockout:** The Employer agrees it shall not engage in a lockout of employees. The Union agrees it will not engage in or encourage any strikes, slowdowns, picketing or other concerted activity.

3. Collective Bargaining Obligations

- A. **Commencement and Scope of Bargaining.** Upon voluntary recognition of the Union or NLRB certification, the Parties shall meet and confer in good faith, in person, to negotiate a collective bargaining agreement with respect to any mandatory subject of bargaining over which either Party desires to negotiate, and any permissive subjects over which the Parties mutually agree to bargain.
- B. **Obligation to Bargain in Good Faith.** The Parties shall meet thereafter no less often than weekly until a contract is reached. The Parties shall tentatively agree "TA" to any proposals, or parts of proposals, on which they have reached a tentative agreement.
- C. **Impasse.** In the event the Parties reach an impasse with respect to their collective bargaining obligations, the Parties shall engage in interest arbitration in accordance with the procedures set forth in Paragraph 4. The Parties agree that the arbitrator's decision will be final and binding, and will thereafter immediately execute a collective bargaining agreement pursuant to the arbitrator's decision.

4. Resolution of Disputes

- A. **Notice of breach.** Should a party determine that the other may be in breach of this Agreement, it shall inform the other in writing. The party so informed shall have 24 hours to cease and desist from the practice and/or provide an explanation of its action. In the event the aggrieved party is not satisfied, it shall invoke this dispute resolution procedure set forth in this Agreement.
- B. **Resolution of Disputes.** It is the intention of the Parties that all disputes under this Agreement shall be resolved through good faith negotiation. Where such negotiations do not resolve the matter in dispute, the Parties may mutually agree to submit the dispute to expedited non-binding mediation before a mutually selected mediator affiliated with the Minnesota Bureau of Mediation Services (MBMS).

Should either party desire, it may also submit disputes regarding the interpretation, application or compliance with this Agreement to binding arbitration, with the exception being injunctive relief sought for the purpose of maintaining the *status quo* pending the resolution of the particular dispute under this procedure or to enforce the decision of the Arbitrator. Nothing in this provision shall limit or bar either party from seeking other available state or federal remedies.

Any unresolved disputes over the interpretation or application of this Agreement may be submitted to expedited and binding arbitration at a location to be mutually agreed, within twenty-five (25) miles of the city of Lauderdale, with an Arbitrator mutually agreed to by

the Parties. If the Parties are not able to agree upon an arbitrator within 7 business days, they shall request a panel of seven (7) arbitrators from MBS. Arbitrators must be members of the National Academy of Arbitrators ("NAA"). The MBS Panel request shall be for arbitrators in Minnesota and/or with addresses within the closest geographical or metro region available. The Parties shall alternately strike from the MBS Panel. The Employer shall provide the first strike and each party shall thereafter alternate strikes until one arbitrator remains who shall be the selected arbitrator. The selected arbitrator shall provide dates and the Parties shall agree on a date that is no longer than sixty (60) days following the date on which they have selected the arbitrator. If the selected arbitrator is unable to offer dates within such sixty-day period, the jurisdiction to hear the dispute shall be offered to each arbitrator on the MBS Panel in the reverse order that they were struck by the Parties.

At the conclusion of the hearing, the Parties may submit oral argument, but neither party shall submit any written briefs. A final written decision may be issued by the arbitrator at the conclusion of the hearing or within seven days of the close of the hearing. The Parties may request the arbitrator who first hears a dispute under this provision to accept designation as a permanent arbitrator if s/he/they is willing to continue to hear and resolve disputes on an expedited basis.

Except as provided in subsection C, the Parties shall split the cost of the arbitrator and bear their own costs of participation in the dispute resolution process.

- C. **Exceptional Remedies for Willful Breach.** In the event the Arbitrator finds a party has willfully breached this Agreement, she/he/they shall impose the following remedies as appropriate to fully remedy the breach: Injunctive relief; award of attorney's fees and arbitration costs; extension of the term of this Agreement; foreseeable, reliance, consequential, or actual damages; specific performance; and liquidated damages in an amount of no less than \$5,000. In the event a prevailing party must proceed to a court of law to confirm and/or enforce an award issued under this agreement, the losing party shall be liable for payment of reasonable attorneys' fees and costs incurred to enforce and obtain compliance with the award.

5. Assignment

Neither Party may assign any portion of this Agreement without the written approval of the other Party.

6. Severability

To the extent one or more terms of this agreement are determined to be invalid by a court of law or by a final decision of an administrative agency that is appealable only to a court of law, the remaining provisions shall be unaffected and shall remain in force and effect.

7. Warranty of Authority

The parties warrant that their respective representatives who have executed this agreement have full authority to bind and obligate the parties to the terms set forth herein.

Agreed and accepted this ____ day of October, 2025:

EMPLOYER: _____

UNION: AFSCME Council 5 _____

By: _____

By: _____

Name: Mary Gaasch

Name: Tanya Hollan

Title: Mayor

Title: Field Representative

By: _____

Name: Heather Butkowski

Title: City Clerk - Administrator