

LAUDERDALE CITY COUNCIL MEETING AGENDA 7:00 P.M. WEDNESDAY, NOVEMBER 12, 2025 LAUDERDALE CITY HALL, 1891 WALNUT STREET
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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 28, 2025, City Council Meeting
- c. Claims Totaling \$153,417.13

4. CONSENT

- a. Resolution No. 111225A - Approving the Application for Metropolitan Council Environmental Services 2026 Private Property Inflow and Infiltration Grant Program
- b. Resolution No. 111225B – Accepting 2026 SCORE Funding from Ramsey County for the Lauderdale Recycling Program
- c. October Investment Report

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. 2026-2028 Union Contract

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDA FOR NEXT MEETING

- a. Truth-in-Taxation Public Hearing
- b. 2026 Budget and Levy
- c. 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: Nov 12, 2025 07:00 PM Central Time (US and Canada)

Topic: November 12, 2025 Lauderdale City Council Webinar

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/88114201576?pwd=2Gqoni98jndWz0AqioFdbyS2yBbzyg.1>

Passcode:024423

Join via audio:

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 507 473 4847 US

Webinar ID: 881 1420 1576

Passcode: 024423

International numbers available: <https://us02web.zoom.us/j/kez6zJzNWh>

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

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October 28, 2025

Call to Order

Mayor Gaasch called the Regular City Council meeting to order at 7:02 p.m.

Roll Call

Councilors present: Sharon Kelly, Evan Sayre, Duane Pulford, and Mayor Mary Gaasch.
Councilor absent: Jeff Dains.

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. 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 October 14, 2025, City Council meeting. There being none, Councilor Pulford moved and seconded by Councilor Kelly to approve the October 14, 2025, City Council meeting minutes. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Kelly moved and seconded by Councilor Pulford to approve the claims totaling \$35,321.89. Motion carried unanimously.

Consent

Councilor Kelly moved and seconded by Councilor Sayre to approve the Consent Agenda thereby acknowledging the third quarter investment report and approving the contract with 8th Day Landscaping for Larpenteur Avenue snow removal, and the Motiv Excavating & Site Works LLC pay request No. 2 for the 2025 sanitary sewer structure repair project.

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.

Discussion/Action Item

A. RFP for Professional Architectural Services and Construction Support for a Municipal Retail Cannabis Store

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MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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October 28, 2025

Butkowski explained that staff prepared and the city attorney reviewed the RFP for architectural services for a municipal retail cannabis store. Staff are prepared to advertise the applications with proposals due in early December. Additionally, staff would review proposals in December and bring forward the best candidates in January for Council consideration.

Councilor Sayre made a motion directing staff to advertise the RFP for Professional Architectural Design Services and Construction Support for a Municipal Retail Cannabis Store. This was seconded by Councilor Kelly and carried unanimously.

B. Labor Peace Agreement with American Federation of State, County, and Municipal Employees (AFSCME)

Butkowski noted that AFSCME agreed with and signed off on the terms of the Labor Peace Agreement drafted with the assistance of Kennedy and Graven staff.

Councilor Kelly made a motion to adopt the Labor Peace Agreement with AFSCME as presented. This was seconded by Councilor Pulford and carried unanimously.

Set Agenda for Next Meeting

Butkowski stated that the October financial report, and the 2026 utility rate setting will be on the next agenda.

Work Session

A. Community Development Update

Butkowski shared that the union contract was completed today pending Council approval. She also said that Ramsey County is expecting to be done with road construction on both Larpenteur and Eustis Street by the end of next week.

Councilor Pulford stated that the cable commission recently discussed ADA compliance regarding city websites and mobile apps.

B. Opportunity for the Public to Address the City Council

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

Richard Sundeen, 1599 Fulham Street, shared his support for the preservation of Seminary Woods. He also expressed his concerns about the proximity of the proposed construction to the neighboring homes.

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

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October 28, 2025

Adjournment

Councilor Pulford moved and seconded by Councilor Sayre to adjourn the meeting at 7:28 p.m.
Motion carried unanimously.

Respectfully submitted,

A handwritten signature in cursive script that reads "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

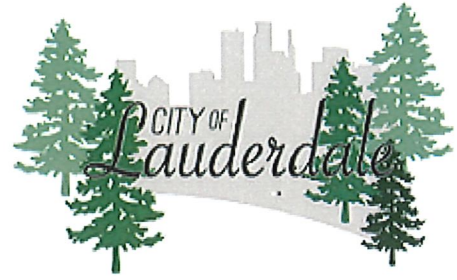
To: Mayor and City Council
From: City Administrator
Meeting Date: November 12, 2025
Subject: List of Claims

The claims totaling \$153,417.13 are provided for City Council review and approval that includes check numbers 29619 to 29640.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
Printed: 11/6/2025 1:04 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	11/07/2025	
		PR Batch 52300.11.2025 PERA Coordinated	PR Batch 52300.11.2025 PER	1,359.98
		PR Batch 52300.11.2025 PERA Coordinated	PR Batch 52300.11.2025 PER	1,178.65
Total for this ACH Check for Vendor 43:				2,538.63
ACH	44	Minnesota Department of Revenue	11/07/2025	
		PR Batch 52300.11.2025 State Income Tax	PR Batch 52300.11.2025 Stat	844.41
Total for this ACH Check for Vendor 44:				844.41
ACH	45	ICMA Retirement Corporation	11/07/2025	
		PR Batch 52300.11.2025 Deferred Comp	PR Batch 52300.11.2025 Defe	1,087.30
		PR Batch 52300.11.2025 Deferred Comp	PR Batch 52300.11.2025 Defe	2,336.61
Total for this ACH Check for Vendor 45:				3,423.91
ACH	46	Internal Revenue Service	11/07/2025	
		PR Batch 52300.11.2025 Federal Income Tax	PR Batch 52300.11.2025 Fede	2,152.14
		PR Batch 52300.11.2025 Medicare Employer Po	PR Batch 52300.11.2025 Med	299.91
		PR Batch 52300.11.2025 FICA Employer Portio	PR Batch 52300.11.2025 FIC.	1,282.38
		PR Batch 52300.11.2025 Medicare Employee Pc	PR Batch 52300.11.2025 Med	299.91
		PR Batch 52300.11.2025 FICA Employee Portio	PR Batch 52300.11.2025 FIC.	1,282.38
Total for this ACH Check for Vendor 46:				5,316.72
ACH	47	Public Employees Insurance Program	11/07/2025	
		PR Batch 52300.11.2025 Health Insurance	PR Batch 52300.11.2025 Heal	1,510.92
		PR Batch 52300.11.2025 Dental	PR Batch 52300.11.2025 Den	85.20
Total for this ACH Check for Vendor 47:				1,596.12
Total for 11/7/2025:				13,719.79
29619	441 177021	Allegra Marketing Print Mail 4Q2025 Newsletter	11/12/2025	
				1,120.00
Total for Check Number 29619:				1,120.00
29620	383 S1 474681110125	Aspen Waste Systems of Minnesota Inc October Refuse Service	11/12/2025	
				476.18
Total for Check Number 29620:				476.18
29621	56 112025	James Bownik 3Q2025 Mileage Reimbursement	11/12/2025	
				12.88
Total for Check Number 29621:				12.88
29622	33	City of Falcon Heights	11/12/2025	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	25-04	Snow Plowing October 1 - December 31, 2025		13,084.48
			Total for Check Number 29622:	13,084.48
29623	29 4643	City of St Anthony October Police Services	11/12/2025	87,704.42
			Total for Check Number 29623:	87,704.42
29624	25 EMCOM-012833 EMCOM-012849	County of Ramsey September CAD Services September 911 Dispatch Services	11/12/2025	83.17 553.67
			Total for Check Number 29624:	636.84
29625	61 5100541	Gopher State One Call October Locate Tickets	11/12/2025	44.55
			Total for Check Number 29625:	44.55
29626	82 112025	Home Depot Zip Ties for the Hockey Rink and Workshop	11/12/2025	9.98
			Total for Check Number 29626:	9.98
29627	134 00161	Katrina Joseph October Legal Services	11/12/2025	925.00
			Total for Check Number 29627:	925.00
29628	24 0001196404	Metropolitan Council Environmental Service December Wastewater Treatment	11/12/2025	14,836.69
			Total for Check Number 29628:	14,836.69
29629	460 112025	Meyer Contracting Inc Repair Sinkhole on Larpenteur Avenue Sidewalk	11/12/2025	5,798.65
			Total for Check Number 29629:	5,798.65
29630	28 58008	Mike McPhillips Inc Fall Street Sweeping	11/12/2025	6,580.00
			Total for Check Number 29630:	6,580.00
29631	140 112025	Minnesota Department of Agriculture 2026 Tree Care Registry	11/12/2025	30.00
			Total for Check Number 29631:	30.00
29632	12 2025-168 2025-168 2025-168	NineNorth October Virtual Meeting Charge October Virtual Meeting Production October Webstreaming & Archiving	11/12/2025	107.00 380.00 192.00
			Total for Check Number 29632:	679.00
29633	84 112025 112025 112025 112025 112025	North Star Bank Cardmember Services Target - Union Meeting Supplies October Costco Fuel Costco - Halloween Supplies October Costco Fuel HB - MMCC Meeting	11/12/2025	24.08 45.28 63.96 211.27 29.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	112025	GB - Waste Water Conference		585.00
	112025	Target - Halloween Supplies		19.10
	112025	Amazon - Halloween Supplies		32.47
	112025	October Costco Fuel		45.27
	112025	Costco - Halloween Supplies		316.97
	112025	Costco - Halloween Supplies		21.98
	112025	Amazon - Halloween Supplies		171.71
	112025	Amazon - Community Park Signs		36.79
	112025	RC Food License		64.00
	112025	Costco - Paper Towels		91.56
	112025	October Pioneer Press		14.00
	112025	Costco - Halloween Supplies		368.03
	112025	GB - Waste Water Conference Service Fee		12.58
	112025	Target - Halloween Supplies		6.78
Total for Check Number 29633:				2,159.92
29634	10 0001977867	On Site Sanitation Inc 10/25/2025 - 11/21/2025 Park Portable Restroom	11/12/2025	256.03
Total for Check Number 29634:				256.03
29635	398 3243496946	O'Reilly Automotive Inc Truck Repairs	11/12/2025	21.08
Total for Check Number 29635:				21.08
29636	5 619861-10-25	Premium Waters Inc October Water Service	11/12/2025	27.25
Total for Check Number 29636:				27.25
29637	4 SI015622 SI015622	The Neighborhood Recycling Company Inc October Multi-Family Recycling October Single Unit Dwelling	11/12/2025	631.21 4,338.57
Total for Check Number 29637:				4,969.78
29638	3 566710018	US National Equipment Finance Inc November Copier Lease	11/12/2025	155.00
Total for Check Number 29638:				155.00
29639	425 2500818830 2500818830 2500824660 2500824660	Vestis October Uniforms October Uniforms November Uniforms November Uniforms	11/12/2025	25.53 25.53 25.53 25.53
Total for Check Number 29639:				102.12
29640	74 950818123 950836687	Xcel Energy Larpenteur Bridge Lights 2430 Larpenteur Avenue W	11/12/2025	57.25 10.24
Total for Check Number 29640:				67.49
Total for 11/12/2025:				139,697.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Report Total (27 checks):				153,417.13

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	November 12, 2025	Agenda Item	Private I/I Grant App.
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Action Requested

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Metropolitan Council Environmental Services (MCES) has grant funds to help private individuals with sanitary sewer repairs that will remove and prevent clear water from entering the wastewater treatment system. The City qualified for \$25,000 in 2025. MCES has made this an annual program and are seeking applications for the funds.

The 2025 funds haven't been fully used as of yet, but staff recommend applying for \$25,000 again for 2026. The maximum individual grant award is \$5,000. The amount granted will be determined after all applications are received.

STAFF RECOMMENDATION:

Motion to adopt Resolution No. 111225A—Approving the Application for Metropolitan Council Environmental Services 2026 Private Property Info and Infiltration Grant Program

RESOLUTION NO. 111225A

**CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION APPROVING THE APPLICATION FOR
METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES
2026 PRIVATE PROPERTY INFLOW AND INFILTRATION GRANT PROGRAM**

WHEREAS, through efforts coordinated with the Metropolitan Cities Association and the Metropolitan Council, the 2023 Minnesota Legislature authorized any city, township, or political subdivision of the state to provide loans and grants to property owners to assist the owners in financing the cost of abating inflow and infiltration on their property; and

WHEREAS, the Metropolitan Council Environmental Services (MCES) Division has committed funding to provide grants to private property owners to help with repairs that will remove and prevent clear water from entering the wastewater treatment system; and

WHEREAS, MCES convened a task force to define processes, guidelines and schedules for the grant program; and

WHEREAS, MCES has identified the City of Lauderdale as one of many metro cities having an excessive amount clear water inflow and infiltration into the sanitary sewer system; and

WHEREAS, the City of Lauderdale is willing to faithfully administer all terms of the grant for the benefit of its property owners.

NOW, THEREFORE, BE IT RESOLVED that the City of Lauderdale will submit application to the Metropolitan Council Environmental Services for its 2026 Private Property Inflow and Infiltration Grant Program; and

BE IT FURTHER RESOLVED that the City Administrator or their successor or assignee, will act as the city's designated authorized representative and point of contact for this Grant Program.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	November 12, 2025	Agenda Item	'26 SCORE Grant
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Action Requested

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In 1989, the Minnesota Legislature adopted comprehensive waste reduction and recycling legislation based on the recommendations of the Governor's Select Committee on Recycling and the Environment. This set of laws, commonly referred to as SCORE, is a part of Minnesota's Waste Management Act. The SCORE legislation has provided counties with a funding source to develop effective waste reduction, recycling and solid waste management programs.

SCORE funding grants are automatically provided to municipalities in Ramsey County on an annual basis with submittal of a grant application and resolution. 2024 was the last year funding was based on population. Lauderdale received \$4,826 in 2024 to help cover expenses related to the City's recycling program such as administration, promotion, equipment, and collection.

In 2025, Ramsey County began using an Environmental Justice Index (EJI) to determine funding. Because of the new formula, this year Lauderdale's base funding is \$19,404. We were also eligible to be reimbursed for the City's share of expenses from the Sustainability Fair of \$2,992.56. Thus, this year's total was \$22,396.56.

For the 2026 grant application, the base funding is \$7,998, plus incentive funding up to an additional \$9,261.00.

STAFF RECOMMENDATION:

Motion to adopt the attached resolution authorizing staff to apply to Ramsey County for recycling funds via the SCORE grant application.

RESOLUTION NO. 111225B

**CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**A RESOLUTION ACCEPTING 2026 SCORE FUNDING FROM RAMSEY
COUNTY FOR THE LAUDERDALE RECYCLING PROGRAM**

WHEREAS, SCORE Funding Grants are available to municipalities in Ramsey County for reimbursement of expenses related to administration, promotion, and collection of, recycling materials; and,

WHEREAS, the City of Lauderdale has a comprehensive curbside residential recycling program currently in use; and,

WHEREAS, these funds will provide Lauderdale with a method of paying for some incurred costs related to the administration of this program and collection of materials, thus aiding in keeping the cost to the residents low;

NOW THEREFORE, BE IT RESOLVED that the Lauderdale City Council does hereby authorize staff to submit an application to the St. Paul - Ramsey County Department of Public Health - Environmental Health Section for allocation of 2026 SCORE Funding Grant Monies.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Lauderdale on this 12th day of November, 2025.

Mary Gaasch, Mayor

(ATTEST)

(SEAL)

Heather Butkowski, City Administrator

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	November 12, 2025	Agenda Item	Monthly Financial
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Action Requested

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

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 October 2025.

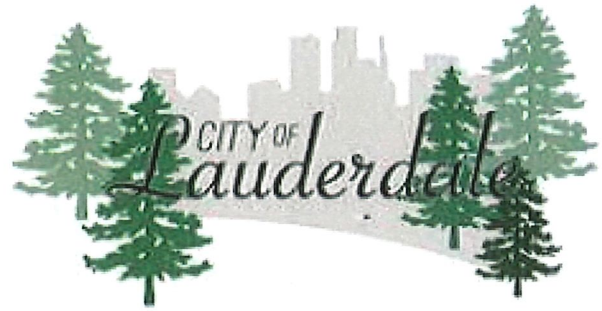
STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for October 2025.

General Ledger

Cash Balances

User: heather.butkowski
 Printed: 11/6/2025 1:09:54 PM
 Period 10 - 10
 Fiscal Year 2025



Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,880,370.21	130,905.63	214,769.82	-2,964,234.40
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	34,679.14	3,084.38	1,674.33	36,089.19
Cash	227-00000-000-10100	74,563.04	244.42	6,785.16	68,022.30
Cash	306-00000-000-10100	210,360.88	758.60	0.00	211,119.48
Cash	401-00000-000-10100	47,623.01	171.74	0.00	47,794.75
Cash	403-00000-000-10100	608,779.25	2,195.38	0.00	610,974.63
Cash	404-00000-000-10100	217,118.61	782.97	0.00	217,901.58
Cash	406-00000-000-10100	380,414.92	1,371.85	0.00	381,786.77
Cash	414-00000-000-10100	324,230.61	1,169.24	0.00	325,399.85
Cash	416-00000-000-10100	3,756.53	13.55	0.00	3,770.08
Cash	602-00000-000-10100	810,660.57	16,793.09	89,959.97	737,493.69
Cash	603-00000-000-10100	387,320.78	5,558.77	7,172.14	385,707.41
Current Assets		219,237.13	163,049.62	320,361.42	61,925.33
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
Petty Cash		300.00	0.00	0.00	300.00
Investments - Fair Value Adj	101-00000-000-10410	3,374,206.95	12,030.40	100,000.00	3,286,237.35
Investments		3,374,206.95	12,030.40	100,000.00	3,286,237.35
Grand Total		<u>3,593,744.08</u>	<u>175,080.02</u>	<u>420,361.42</u>	<u>3,348,462.68</u>

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 10 - 10
 Fiscal Year 2025



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% ExpendCollect
101	General Fund					
	Revenue					
	Taxes	1,225,700.00	0.00	632,708.32	592,991.68	51.62
	Licenses and Permits	73,100.00	3,444.65	57,012.10	16,087.90	77.99
	Intergovernmental Revenues	499,675.00	0.00	249,837.50	249,837.50	50.00
	Charges for Services	14,100.00	1,275.50	14,242.18	-142.18	101.01
	Fines and Forfeits	30,000.00	2,271.04	21,464.61	8,535.39	71.55
	Miscellaneous Revenue	67,497.00	1,688.93	24,100.38	43,396.62	35.71
	Other Financing Sources	31,160.00	0.00	31,160.00	0.00	100.00
		<u>1,941,232.00</u>	<u>8,680.12</u>	<u>1,030,525.09</u>	<u>910,706.91</u>	<u>53.09</u>
	Revenue					
	Expense					
	Personal Services	478,382.00	36,146.52	407,844.65	70,537.35	85.26
	Supplies	18,344.00	1,150.39	17,245.51	1,098.49	94.01
	Other Services and Charges	1,444,506.00	143,219.93	1,110,157.12	334,348.88	76.85
	Capital Outlay	0.00	0.00	2,805.00	-2,805.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
		<u>1,941,232.00</u>	<u>180,516.84</u>	<u>1,538,052.28</u>	<u>403,179.72</u>	<u>79.23</u>
	Expense					
101	General Fund	0.00	-171,836.72	-507,527.19	507,527.19	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 11/6/2025 1:10:36 PM
 Period 10 - 10
 Fiscal Year 2025



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	12,000.00	2,954.70	9,371.21	2,628.79	78.09
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	750.00	129.68	1,228.98	-478.98	163.86
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	12,750.00	3,084.38	10,600.19	2,149.81	83.14
	Expense					
	Personal Services	0.00	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	13,300.00	1,674.33	9,934.38	3,365.62	74.69
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Expense	13,300.00	1,674.33	9,934.38	3,365.62	74.69
226	Communications	-550.00	1,410.05	665.81	-1,215.81	-121.06

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 11/6/2025 1:10:36 PM
 Period 10 - 10
 Fiscal Year 2025



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling					
	Revenue					
	Intergovernmental Revenues	6,200.00	0.00	4,826.00	1,374.00	77.84
	Miscellaneous Revenue	75,000.00	244.42	47,995.77	27,004.23	63.99
	Revenue	81,200.00	244.42	52,821.77	28,378.23	65.05
	Expense					
	Personal Services	23,404.00	1,815.38	19,780.02	3,623.98	84.52
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	54,258.00	4,969.78	46,093.50	8,164.50	84.95
	Capital Outlay	350.00	0.00	0.00	350.00	0.00
	Expense	78,012.00	6,785.16	65,873.52	12,138.48	84.44
227	Recycling	3,188.00	-6,540.74	-13,051.75	16,239.75	-409.40

General Ledger Revenue vs Expense

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 Fiscal Year 2025



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
228	Fund					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
228	Fund	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense

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 Fiscal Year 2025



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	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
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
305	GO TIF Revenue Bonds 2018A	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue					
	Miscellaneous Revenue	4,000.00	758.60	5,421.28	-1,421.28	135.53
	Other Financing Sources	119,439.00	0.00	83,488.20	35,950.80	69.90
	Revenue	123,439.00	758.60	88,909.48	34,529.52	72.03
	Expense					
	Other Services and Charges	1,000.00	0.00	1,425.00	-425.00	142.50
	Debt Service	115,500.00	0.00	114,625.00	875.00	99.24
	Expense	116,500.00	0.00	116,050.00	450.00	99.61
306	2019A Improvement Bonds	6,939.00	758.60	-27,140.52	34,079.52	-391.13

General Ledger Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	General Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	3,200.00	171.74	2,631.07	568.93	82.22
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	3,200.00	171.74	2,631.07	568.93	82.22
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	55,000.00	0.00	10,708.16	44,291.84	19.47
	Other Uses	31,160.00	0.00	31,160.00	0.00	100.00
	Expense	86,160.00	0.00	41,868.16	44,291.84	48.59
401	General Capital Projects	-82,960.00	171.74	-39,237.09	-43,722.91	47.30

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue					
	Intergovernmental Revenues	36,778.00	0.00	9,071.00	27,707.00	24.66
	Miscellaneous Revenue	15,000.00	2,195.38	24,590.93	-9,590.93	163.94
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	51,778.00	2,195.38	33,661.93	18,116.07	65.01
	Expense					
	Other Services and Charges	500.00	0.00	0.00	500.00	0.00
	Capital Outlay	5,000.00	0.00	3,416.50	1,583.50	68.33
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	5,500.00	0.00	3,416.50	2,083.50	62.12
403	Street Capital Projects	46,278.00	2,195.38	30,245.43	16,032.57	65.36

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	7,000.00	782.97	7,554.68	-554.68	107.92
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	7,000.00	782.97	7,554.68	-554.68	107.92
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	10,000.00	0.00	0.00	10,000.00	0.00
404	Park Capital Projects	-3,000.00	782.97	7,554.68	-10,554.68	-251.82

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
406	Park Dedication Revenue	12,000.00	1,371.85	13,236.62	-1,236.62	110.31
	Miscellaneous Revenue					
	Revenue	12,000.00	1,371.85	13,236.62	-1,236.62	110.31
406	Park Dedication	12,000.00	1,371.85	13,236.62	-1,236.62	110.31

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	11,000.00	1,169.24	13,084.31	-2,084.31	118.95
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	11,000.00	1,169.24	13,084.31	-2,084.31	118.95
	Expense					
	Other Services and Charges	0.00	0.00	3,064.50	-3,064.50	0.00
	Other Uses	68,178.00	0.00	68,178.00	0.00	100.00
414	Expense	68,178.00	0.00	71,242.50	-3,064.50	104.49
	Development	-57,178.00	1,169.24	-58,158.19	980.19	101.71

General Ledger Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	Housing Redevelopment					
	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
	Revenue	0.00	0.00	0.00	0.00	0.00
	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
	Expense	0.00	0.00	0.00	0.00	0.00
415	Housing Redevelopment	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	12,500.00	0.00	34,611.99	-22,111.99	276.90
	Miscellaneous Revenue	5.00	13.55	265.41	-260.41	5,308.20
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	12,505.00	13.55	34,877.40	-22,372.40	278.91
	Expense					
	Other Services and Charges	600.00	0.00	1,921.84	-1,321.84	320.31
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Debt Service	12,000.00	0.00	31,150.79	-19,150.79	259.59
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	12,600.00	0.00	33,072.63	-20,472.63	262.48
416	TIF District No. 1-2	-95.00	13.55	1,804.77	-1,899.77	-1,899.76

General Ledger

Revenue vs Expense

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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	330,000.00	14,299.81	280,950.19	49,049.81	85.14
	Miscellaneous Revenue	30,000.00	2,649.99	34,160.98	-4,160.98	113.87
	Other Financing Sources	0.00	0.00	472.84	-472.84	0.00
	Revenue	360,000.00	16,949.80	315,584.01	44,415.99	87.66
	Expense					
	Personal Services	86,834.00	6,167.99	71,627.63	15,206.37	82.49
	Supplies	850.00	85.77	586.77	263.23	69.03
	Other Services and Charges	277,040.00	31,192.07	287,056.98	-10,016.98	103.62
	Capital Outlay	250,000.00	52,670.85	200,297.79	49,702.21	80.12
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	614,724.00	90,116.68	559,569.17	55,154.83	91.03
602	Sanitary Sewer	-254,724.00	-73,166.88	-243,985.16	-10,738.84	95.78

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	Storm Water					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	4,538.50	-4,538.50	0.00
	Charges for Services	150,000.00	4,200.48	113,925.01	36,074.99	75.95
	Miscellaneous Revenue	13,000.00	1,385.94	14,214.43	-1,214.43	109.34
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	163,000.00	5,586.42	132,677.94	30,322.06	81.40
	Expense					
	Personal Services	69,880.00	4,946.24	57,506.84	12,373.16	82.29
	Supplies	850.00	85.77	586.77	263.23	69.03
	Other Services and Charges	40,400.00	2,167.78	46,083.56	-5,683.56	114.07
	Capital Outlay	50,000.00	0.00	40,471.81	9,528.19	80.94
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	161,130.00	7,199.79	144,648.98	16,481.02	89.77
603	Storm Water	1,870.00	-1,613.37	-11,971.04	13,841.04	-640.16

General Ledger

Revenue vs Expense

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 Period 10 - 10
 Fiscal Year 2025



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
999	Fund					
	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
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	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
	Expense	0.00	0.00	0.00	0.00	0.00
999	Fund	0.00	0.00	0.00	0.00	0.00

General Ledger Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,779,104.00	41,008.47	1,736,164.49	1,042,939.51	0.6247
Expense Total		3,107,336.00	286,292.80	2,583,728.12	523,607.88	0.8315
Grand Total		-328,232.00	-245,284.33	-847,563.63	519,331.63	2.5822

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	November 12, 2025	Agenda Item	Union Contract
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Action Requested

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

AFSCME represents all regular full and part-time Lauderdale employees except the city administrator. The city administrator, with assistance from Kennedy and Graven Labor Attorney Jana Sullivan, negotiated a tentative agreement with the union. If the Council agrees with the terms of the agreement, the union members will vote as well.

Following is the tentative agreement for 2026-2028 showing all the proposed changes. If the Council agrees, the contract can be voted on. If the Council would like to see changes, the city administrator will bring those changes to the union representatives for further bargaining.

STAFF RECOMMENDATION:

Motion to adopt the Agreement between the City of Lauderdale and American Federation of State, County, and Municipal Employees Council 5 for 2026 - 2028.

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

| January 1, 202~~3~~6 - December 31, 202~~5~~8

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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. To the extent permitted by law including with an authorization from the employee, 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 other than for a promotion and/or supervisory 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 procedures, 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. An employee is entitled to any other breaks required by law. Employees may combine any and all breaks throughout the day so long as the break is taken between the hours of 10:00 a.m. and starts before 1:00 p.m.

- C. Call Back. An employee called in for work at a time other than the employees' normal scheduled shift, including administrative employees, 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.
- F. Work Schedules: The Employer and Union may mutually agree to a regular schedule of the following: (4) 10-hour days a week or (5) 8-hour days a week for public works staff and (5) 8-hour days for admin staff.

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~~12: 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
Juneteenth	June 19
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 e~~Employees working 32 or more hours per week 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~~13: 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 working 32 hours or more per week 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.

Accumulation. Vacation for regular part-time employees is accumulated on a pro-rated basis:

<u>Under 20 hours per week</u>	<u>1/4 benefit</u>
<u>20 up to 32 hours per week</u>	<u>1/2 benefit</u>
<u>32-40 hours per week</u>	<u>full benefit</u>

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~~14: 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, 202~~3~~6, 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 eighty-five dollars (\$1,285)~~ four hundred and fifty dollars (\$1,450) per month per employee for group health, dental, life, ~~short-term~~ and long-term disability insurance.

Effective January 1, 202~~4~~7, 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 three hundred thirty-five dollars (\$1,335)~~ fifteen hundred dollars (\$1,500) per month per employee for group health, dental, life, ~~short-term~~ and long-term disability insurance.

Effective January 1, 202~~5~~8, the Employer will increase by ~~fifty~~ twenty-five dollars (~~\$50~~25.00) per month, its maximum contribution to the cost of group insurance. The City will contribute up to a maximum of one thousand ~~three hundred eighty-five~~ five-hundred twenty-five dollars (~~\$1,385~~1,525) 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 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~~15: 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.

202~~3~~6 Pay Increase: Employees shall receive a 3.5% pay increase effective January 1, 202~~3~~6.

202~~47~~ Pay Increase: Employees shall receive a ~~3.5%~~4.0% pay increase effective January 1, 202~~47~~.

202~~58~~ Pay Increase: Employees shall receive a 3.5% pay increase effective January 1, 202~~58~~.

~~In 2023, in addition to the 3% wage increase, there is a market adjustment for positions that do not meet the 95% benchmark for the percentage minimum and the 100% benchmark for the percentage maximum. This amends the wage scale for the assistant to the city administrator, deputy clerk, and the public works coordinator positions. Positions above the benchmarks are not reduced.~~

ARTICLE ~~17~~16: 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~~17: 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~~18: SICK LEAVE/ESST

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

A. Accrual.

1. The Employer front loads 48 hours of ESST leave on the first payroll of the calendar year for full-time and regular part-time employees working more than 20 hours per week. Regular part-time employees working 20 hours or less per week will accrue at the rate of 1 hour for every 30 hours worked.

2. Sick leave will accrue for regular full-time employees working 32 or more hours per week ~~hired before April 26,~~

~~2016~~ at the rate of ~~one (1) day~~ 4 hours 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.~~

3. Sick leave for regular part-time employees is accumulated on a pro-rated basis, reduced by the amount already provided as ESST. Regular part-time employees working 20 hours up to 32 hours per week will be paid 48 ESST hours at the start of the calendar year. Regular part-time employees working 27 hours up to 32 hours per week will receive 48 ESST hours at the start of the calendar year and accrue sick leave at the rate of one hour per calendar month and may be accrued to a maximum of ninety (90) days.

B. Use of Sick Leave/ESST.

~~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.~~

1. An employee is entitled to use sick leave / ESST as set forth in Minn. Stat. § 181.9445 et al. and as modified thereafter. The parties agree they are obligated to follow the requirements of this statute regarding ESST.

~~6.2. To care for an ill spouse, father, mother, sister or brother.~~ ESST can be used as provided by law. As set forth in Minn. Stat. § 181.9447, subd. 12, employees may not use sick and safe time as provided in Minn. Stat. 181.9447, subd. 1(4) (i.e. for closure of an employee's place of business due to weather or other public emergency or closure of the school or care place of an employee's family's members) if (1) the employee's preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to the

public emergency or weather event; or (2) the public employee possesses a commercial driver's license or is otherwise excluded by the statute.

- 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/ESST 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 2019: FUNERAL LEAVE

An employee receives ~~three-(3)~~five (5) 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, ESST, unpaid or a combination thereof. An employee is entitled to take funeral leave, as set forth under the Earned Sick and Safe Time Law, specifically Minn. Stat. 181.9447, subd. 1(1)(iv).

ARTICLE 2120: LEAVE OF ABSENCE WITHOUT PAY

Upon request and in consideration of various laws that may apply, 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 21: MINNESOTA PAID LEAVE

An employee is entitled to Minnesota paid leave as set forth in Minn. Stat. § 268B.001 et al., effective January 1, 2026 and modified thereafter. The parties agree they are obligated to follow the requirements of this statute regarding paid leave.

Pursuant to Minn. Stat. § 268B.14, subd. 3, the EMPLOYER and EMPLOYEE shall each contribute 50% of the cost of the premium for paid leave.

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

An employee is eligible to take time off to vote, pursuant to Minn. Stat. §204C.04 and statutes cited within. Specifically, any employee who is eligible to vote in an election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of the election or during the time period allowed under section 203B.081 for voting in person before election day, without penalty or deduction from salary or wages because of the absence. 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 employeeThe employee shall make arrangements with the EMPLOYER for the absence to avoid undue disruption. 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: TUITION REIMBURSEMENT

- A. The City is willing to enter into tuition reimbursement agreements / pay incentives on a case-by-case basis with admin staff if they pursue a master's degree or similar that is beneficial to the city.

ARTICLE 2526: 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 2627: DURATION

- A. This contract shall become effective January 1, 202~~3~~6 and shall continue in full force and effect up to and including December 31, 202~~5~~2028.
- 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~~ ninety (90) days prior to December 31, ~~2025~~ of each year for wages and conditions of employment for the following calendar year ~~2026 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 2728: 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: _____

Tanya Hollan, AFSCME Co. 5, Field Representative

By: _____ Dated: _____

Gary Vendela, 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