

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:00 P.M. TUESDAY, JANUARY 13, 2026
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 December 9, 2025, City Council Meeting
 - c. Claims Totaling \$267,040.27
- 4. CONSENT**
 - a. Resolution No. 011326A – Approving the 2026 Tobacco Licenses
 - b. Resolution No. 011326B – Approving the 3.2 Off-Sale Malt Liquor License for 2026
 - c. Resolution No. 011326C – Authorizing Application for the Execution of the Municipal Infiltration and Inflow Grant
 - d. 2026 Northeast Youth and Family Services Agreement
 - e. Agreement with Abdo Financial Solutions for Audit Preparation
 - f. Establish 2026 City Council Meeting Schedule
 - g. November Financial 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.

 - a. Resolution No. 011326D – A Resolution Establishing License and Permit Fees and Administrative Fees and Fines
- 8. DISCUSSION / ACTION ITEM**
 - a. 2026 Committee Appointments and Assignments
 - b. Revisions to Purchasing Policy
- 9. ITEMS REMOVED FROM THE CONSENT AGENDA**
- 10. ADDITIONAL ITEMS**

- a. Resolution No. 011326E To Support and Stand with All Members of the Community of the City of Lauderdale

11. SET AGENDA FOR NEXT MEETING

- a. TH280 Project Update by MNDOT Area Engineer Chris Bower
- b. December Financial Report
- c. Fourth Quarter Investment Report
- d. Revisions to Sewer Utility Ordinance
- e. Selection of Architect for Lauderdale Municipal Cannabis

12. WORK SESSION

- a. Broadband Franchising Opportunity
- b. Community Development Updates
- c. 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. CLOSED SESSION

- a. City Administrator Performance Review

14. ADJOURNMENT

You are invited to a Zoom webinar!

When: Jan 13, 2026 07:00 PM Central Time (US and Canada)

Topic: January 13, 2026 Lauderdale City Council Webinar

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/86234068165?pwd=hBiNWQxC5F4vhPtczZbND1sCaszqIH.1>

Webinar ID: 862 3406 8165

Passcode:206373

Join via audio:

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International numbers available: <https://us02web.zoom.us/u/kdQkIyQrDB>

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

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December 9, 2025

Call to Order

Mayor Gaasch called the Regular City Council meeting to order at 7:05 p.m.

Roll Call

Councilors present: Sharon Kelly, Evan Sayre, Duane Pulford, Jeff Dains (virtually), 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. Council Dains added staff appreciation days to the Additional Items section of the agenda. Due to the weather, Mayor Gaasch removed Broadband Franchising Opportunity and City Administrator performance review from the agenda. Councilor Sayre moved and seconded by Councilor Kelly to approve the agenda as amended. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were corrections to the minutes of the November 25, 2025, City Council meeting. There being none, Councilor Pulford moved and seconded by Councilor Kelly to approve the November 25, 2025, City Council meeting minutes. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Sayre moved and seconded by Councilor Pulford to approve the claims totaling \$305,232.00. Motion carried unanimously on a roll call vote.

Consent

Councilor Sayre moved and seconded by Councilor Kelly to approve the Consent Agenda thereby approving the Motiv Excavating & Site Works LLC final pay request for 2025 sanitary sewer structure repair project; hiring of warming house staff and ice rink maintenance staff; authorizing payment of year-end claims; approving the 2026 SafeAssure contract; extending the employment of temporary administrative employee; approving Resolution No. 120925A – Designating Official Depository and Investment Institutions; and approving Resolution No. 120925B – Adopting and Certifying Recycling Assessments.

Discussion/Action Item

A. Resolution No. 120925C – Adopting the 2026 Final Property Tax Levy
Butkowski noted that at the previous meeting, the City Council held the Truth-in-Taxation public hearing required by statute. Unless there are recommended changes, the only remaining action items are to adopt the levy and budget resolutions with the following motions.

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

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December 9, 2025

Councilor Pulford made a motion to adopt Resolution No. 120925C—A Resolution Adopting the 2026 Final Property Tax Levy. This was seconded by Councilor Sayre and carried unanimously on a roll call vote.

B. Resolution No. 120925D – Adopting the 2026 Final Budget and Establishing Fund Appropriations

Councilor Sayre made a motion to adopt Resolution No. 120925D—A Resolution Adopting the 2026 Final Budget and Establishing Fund Appropriations. This was seconded by Councilor Kelly and carried unanimously on a roll call vote.

Additional Items

A. Staff Recognition

Councilor Dains voiced his appreciation for City staffs' work throughout the year. He proposed staff be granted two personal days to be used at the City Administrator's discretion.

Councilor Sayre moved to grant staff two personal days to be used at the City Administrator's discretion. This was seconded by Councilor Pulford and carried unanimously on a roll call vote.

Work Session

A. Community Development Update

Butkowski shared that the warming house was scheduled to open on December 12. The City received eleven responses from architects for the design of the cannabis store.

Councilor Pulford and Councilor Dains asked for clarification about the snow plowing and ice melt used by Falcon Heights public works. Staff noted that they limit salting to intersections and slippery hills.

B. Opportunity for the Public to Address the City Council

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

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

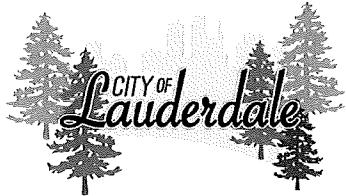
Adjournment

Councilor Kelly moved and seconded by Councilor Sayre to adjourn the meeting at 7:18 p.m. Motion carried unanimously.

Respectfully submitted,

Miles Cline

Miles Cline
Deputy City Clerk



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

Request for Council Action

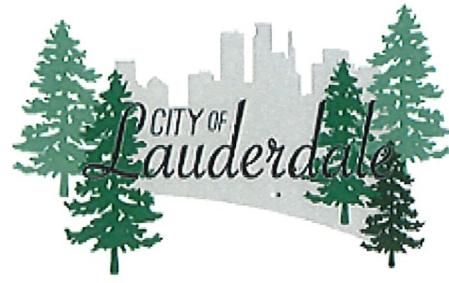
To: Mayor and City Council
From: City Administrator
Meeting Date: January 13, 2026
Subject: List of Claims

The claims totaling \$267,040.27 are provided for City Council review and approval that includes check numbers 29676 to 29726.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
Printed: 1/9/2026 1:47 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
ACH	180	Minnesota State Retirement System	12/18/2025	
	HCSP2025	2025 HCSP Payment		418.29
	HCSP2025	2025 HCSP Payment		2,139.04
	HCSP2025	2025 HCSP Payment		3.75
	HCSP2025	2025 HCSP Payment		650.57
	HCSP2025	2025 HCSP Payment		266.43
	HCSP2025	2025 HCSP Payment		538.96
	HCSP2025	2025 HCSP Payment		759.30
	HCSP2025	2025 HCSP Payment		915.06
Total for this ACH Check for Vendor 180:				5,691.40
29676	13	8th Day Landscaping LLC	12/18/2025	
	12441	November Snow Removal		755.00
Total for Check Number 29676:				755.00
29677	192	Comcast Holdings Corporation	12/18/2025	
	257990014	December Internet		413.00
Total for Check Number 29677:				413.00
29678	145	Mary Gaasch	12/18/2025	
	122025	LMC Conference - MG		1,293.92
Total for Check Number 29678:				1,293.92
29679	31	Kennedy & Graven Chartered	12/18/2025	
	190933	1852 Carl Street Proceedings		300.00
	190933	November Legal Services		80.00
Total for Check Number 29679:				380.00
29680	326	Lauderdale AH 1, LLLP	12/18/2025	
	122025	Tax Increment Payment		31,150.79
Total for Check Number 29680:				31,150.79
29681	10	On Site Sanitation Inc	12/18/2025	
	0001992700	11/22/2025 - 12/19/2025 Park Portable Restroom		202.00
Total for Check Number 29681:				202.00
29682	81	St Paul Regional Water Service	12/18/2025	
	122025	1915 Walnut St		26.37
	122025	1885 Fulham St		67.08
	122025	1891 Walnut St		115.12
Total for Check Number 29682:				208.57
29683	90	Verizon Wireless	12/18/2025	

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	6129873430	November Cell Phone		38.81
	6129873430	November Cell Phone		38.81
	6129873430	November Cell Phone		77.62
			Total for Check Number 29683:	155.24
29684	425	Vestis	12/18/2025	
	2500854536	December Uniforms		25.71
	2500854536	December Uniforms		25.70
	2500860000	December Uniforms		25.53
	2500860000	December Uniforms		25.53
			Total for Check Number 29684:	102.47
29685	74	Xcel Energy	12/18/2025	
	954994653	Larpenteur Bridge Lights		63.16
	954999694	2430 Larpenteur Avenue W		10.34
	955370326	November Street Lighting		524.66
	955429108	Larpenteur Avenue		50.45
	955751013	1917 Walnut Street		23.54
	955751013	1917 Walnut Street		90.08
	955751013	1885 Fulham Street		35.67
	955751013	1885 Fulham Street		38.41
	955751047	1891 Walnut Street		198.74
	955751047	1891 Walnut Street		259.73
			Total for Check Number 29685:	1,294.78
			Total for 12/18/2025:	41,647.17
ACH	34	AFSCME MN Council 5	12/19/2025	
		PR Batch 52600.12.2025 Union Dues	PR Batch 52600.12.2025 Uni	249.92
			Total for this ACH Check for Vendor 34:	249.92
ACH	389	BCBSM Inc	12/19/2025	
		PR Batch 52600.12.2025 Vision Insurance	PR Batch 52600.12.2025 Visi	12.82
			Total for this ACH Check for Vendor 389:	12.82
ACH	415	Securian Life Insurance Company	12/19/2025	
		PR Batch 52600.12.2025 Life Insurance	PR Batch 52600.12.2025 Life	229.23
			Total for this ACH Check for Vendor 415:	229.23
ACH	423	Madison National Life Ins Co Inc	12/19/2025	
		PR Batch 52600.12.2025 Long Term Disability	PR Batch 52600.12.2025 Lon	101.65
		PR Batch 52600.12.2025 Short Term Disability	PR Batch 52600.12.2025 Sho	93.64
			Total for this ACH Check for Vendor 423:	195.29
ACH	43	Public Employees Retirement Association	12/19/2025	
		PR Batch 52600.12.2025 PERA Coordinated	PR Batch 52600.12.2025 PER	1,178.20
		PR Batch 52600.12.2025 PERA Coordinated	PR Batch 52600.12.2025 PER	1,359.46
			Total for this ACH Check for Vendor 43:	2,537.66
ACH	44	Minnesota Department of Revenue	12/19/2025	
		PR Batch 52600.12.2025 State Income Tax	PR Batch 52600.12.2025 Stat	864.86

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
Total for this ACH Check for Vendor 44:				
ACH 45		ICMA Retirement Corporation	12/19/2025	864.86
		PR Batch 52600.12.2025 Deferred Comp	PR Batch 52600.12.2025 Defc	1,087.55
		PR Batch 52600.12.2025 Deferred Comp	PR Batch 52600.12.2025 Defc	2,834.14
Total for this ACH Check for Vendor 45:				
ACH 46		Internal Revenue Service	12/19/2025	3,921.69
		PR Batch 52600.12.2025 FICA Employer Portio	PR Batch 52600.12.2025 FIC.	1,483.33
		PR Batch 52600.12.2025 FICA Employee Portio	PR Batch 52600.12.2025 FIC.	1,483.33
		PR Batch 52600.12.2025 Medicare Employee P	PR Batch 52600.12.2025 Mec	346.92
		PR Batch 52600.12.2025 Medicare Employer Po	PR Batch 52600.12.2025 Mec	346.92
		PR Batch 52600.12.2025 Federal Income Tax	PR Batch 52600.12.2025 Fedc	2,284.32
Total for this ACH Check for Vendor 46:				
Total for 12/19/2025:				
ACH 44		Minnesota Department of Revenue	12/30/2025	13,956.29
2025		2025 Sales Tax Payable		40.00
Total for this ACH Check for Vendor 44:				
29686 463	2025-01	Blue Horizon Energy LLC	12/30/2025	40.00
		CH Solar Project Down Payment		4,300.00
Total for Check Number 29686:				
29687 25		County of Ramsey	12/30/2025	4,300.00
EMCOM-012970		November Fleet Support		6.24
EMCOM-012985		November CAD Services		83.17
EMCOM-013001		November 911 Dispatch Services		553.67
Total for Check Number 29687:				
29688 23	INV2967386	Metro Sales Inc	12/30/2025	643.08
		4Q25 Copy Charges		181.99
Total for Check Number 29688:				
29689 12		NineNorth	12/30/2025	181.99
2025-206		December Webstreaming & Archiving		132.00
2025-206		December Virtual Meeting Production		190.00
2025-206		December Virtual Meeting Charge		107.00
Total for Check Number 29689:				
29690 462		Northland Lining Inc	12/30/2025	429.00
4635		Met Council I/I Grant - 1824 Eustis Street		4,000.00
Total for Check Number 29690:				
29691 10	002005144	On Site Sanitation Inc	12/30/2025	4,000.00
		12/20/2025 - 01/16/2026 Park Portable Restroom		202.00
Total for Check Number 29691:				
29692 356	1068	Rum River Ventures LLC	12/30/2025	202.00
		October - November 2025 Rental Housing		427.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	1068	October-November 2025 Building Inspection		3,885.64
			Total for Check Number 29692:	4,313.14
29693	162	Swanson Haskamp Consulting, LLC	12/30/2025	
	1527	July - November General Planning Services		1,526.50
	1528	Lifestyle Communities PUD		1,313.50
	1529	2421 Larpenteur Redevelopment		1,207.00
			Total for Check Number 29693:	4,047.00
29694	425	Vestis	12/30/2025	
	2500866221	December Uniforms		25.53
	2500866221	December Uniforms		25.53
	2500872050	December Uniforms		25.53
	2500872050	December Uniforms		25.53
			Total for Check Number 29694:	102.12
			Total for 12/30/2025:	18,258.33
ACH	43	Public Employees Retirement Association	01/02/2026	
		PR Batch 50100.01.2026 PERA Coordinated	PR Batch 50100.01.2026 PER	1,244.47
		PR Batch 50100.01.2026 PERA Coordinated	PR Batch 50100.01.2026 PER	1,435.92
			Total for this ACH Check for Vendor 43:	2,680.39
ACH	44	Minnesota Department of Revenue	01/02/2026	
		PR Batch 50100.01.2026 State Income Tax	PR Batch 50100.01.2026 Stat	907.09
			Total for this ACH Check for Vendor 44:	907.09
ACH	45	ICMA Retirement Corporation	01/02/2026	
		PR Batch 50100.01.2026 Deferred Comp	PR Batch 50100.01.2026 Deft	2,016.33
		PR Batch 50100.01.2026 Deferred Comp	PR Batch 50100.01.2026 Deft	1,160.95
			Total for this ACH Check for Vendor 45:	3,177.28
ACH	46	Internal Revenue Service	01/02/2026	
		PR Batch 50100.01.2026 FICA Employer Portio	PR Batch 50100.01.2026 FIC	1,429.69
		PR Batch 50100.01.2026 Federal Income Tax	PR Batch 50100.01.2026 Fed	2,325.93
		PR Batch 50100.01.2026 Medicare Employer Po	PR Batch 50100.01.2026 Mec	334.37
		PR Batch 50100.01.2026 FICA Employee Portio	PR Batch 50100.01.2026 FIC	1,429.69
		PR Batch 50100.01.2026 Medicare Employee P	PR Batch 50100.01.2026 Mec	334.37
			Total for this ACH Check for Vendor 46:	5,854.05
ACH	47	Public Employees Insurance Program	01/02/2026	
		PR Batch 50100.01.2026 Dental	PR Batch 50100.01.2026 Den	85.20
		PR Batch 50100.01.2026 Health Insurance	PR Batch 50100.01.2026 Hea	1,510.92
			Total for this ACH Check for Vendor 47:	1,596.12
29695	233	Bond Trust Services Corporation	01/02/2026	
	1000346	2019A Bond Payment Ref: 333519		100,000.00
	1000346	2019A Bond Payment Ref: 333519		6,875.00
	101531	2019A Paying Agent Fee - Ref 101531-PA		475.00
			Total for Check Number 29695:	107,350.00
29696	24	Metropolitan Council Environmental Servic	01/02/2026	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0001197824	January Wastewater Treatment		15,091.18
			Total for Check Number 29696:	15,091.18
29697	388 PS-INV108992	PeopleService Inc January Wastewater	01/02/2026	660.00
			Total for Check Number 29697:	660.00
29698	231 3918 3918 3918 3918 3918	SafeAssure Consultants Inc Safety Training Annual Contract Safety Training Annual Contract Safety Training Annual Contract Safety Training Annual Contract Safety Training Annual Contract	01/02/2026	458.53 305.69 305.69 305.68 152.84
			Total for Check Number 29698:	1,528.43
29699	3 571176551	US National Equipment Finance Inc January Copier Lease	01/02/2026	155.00
			Total for Check Number 29699:	155.00
			Total for 1/2/2026:	138,999.54
29700	13 12503	8th Day Landscaping LLC December Snow Removal	01/13/2026	755.00
			Total for Check Number 29700:	755.00
29701	20 516519 516519 516519	Abdo LLP 2025 Audit 2025 Audit 2025 Audit	01/13/2026	4,812.50 1,031.25 1,031.25
			Total for Check Number 29701:	6,875.00
29702	383 S1 474681010126	Aspen Waste Systems of Minnesota Inc December Refuse Service	01/13/2026	516.76
			Total for Check Number 29702:	516.76
29703	57 4Q2025	Heather Butkowski Fourth Quarter Mileage	01/13/2026	164.08
			Total for Check Number 29703:	164.08
29704	357 2026-04	Capitol Region Watershed District Seminary Pond Annual Maintenance	01/13/2026	6,072.56
			Total for Check Number 29704:	6,072.56
29705	133 012026	Miles Cline 4Q25 Mileage Reimbursement	01/13/2026	40.32
			Total for Check Number 29705:	40.32
29706	25 PRRRV-003955	County of Ramsey 2026 Election Services	01/13/2026	2,658.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 29706:	2,658.00
29707	177 012026 012026	DVS Vehicle Registration Renewal - '24 Ford Vehicle Registration Renewal - '16 Ford	01/13/2026	20.25 20.25
			Total for Check Number 29707:	40.50
29708	61 5120541	Gopher State One Call December Locate Tickets	01/13/2026	9.45
			Total for Check Number 29708:	9.45
29709	82 012026	Home Depot General Supplies	01/13/2026	86.92
			Total for Check Number 29709:	86.92
29710	134 00163	Katrina Joseph December Legal Services	01/13/2026	925.00
			Total for Check Number 29710:	925.00
29711	30 441990	League of Minnesota Cities 2026 LMC Dues	01/13/2026	3,375.00
			Total for Check Number 29711:	3,375.00
29712	30 442699	League of Minnesota Cities MN Mayors Association Dues	01/13/2026	30.00
			Total for Check Number 29712:	30.00
29713	30 442301	League of Minnesota Cities MG - Elected Leaders Training	01/13/2026	390.00
			Total for Check Number 29713:	390.00
29714	114 2424	Metro Cities 2026 Membership Dues	01/13/2026	1,142.00
			Total for Check Number 29714:	1,142.00
29715	387 3215 3215 3215	Metro-INET January IT/Phone January IT/Phone January IT/Phone	01/13/2026	706.18 2,118.55 356.27
			Total for Check Number 29715:	3,181.00
29716	99 012026	Metropolitan Area Management Association 2026 HB Dues	01/13/2026	60.00
			Total for Check Number 29716:	60.00
29717	24 0001199368	Metropolitan Council Environmental Services February Wastewater Treatment	01/13/2026	15,091.18
			Total for Check Number 29717:	15,091.18
29718	95 012026	Minnesota County/City Managers Association 2026 MCMA Dues - HB	01/13/2026	176.36

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	012026	2026 APMP Dues - JB/MC		150.00
			Total for Check Number 29718:	326.36
29719	79	Minnesota Department of Labor & Industry	01/13/2026	
	DEC1230252025	4Q2025 Surcharge Report		75.60
			Total for Check Number 29719:	75.60
29720	390	MN Shade Tree Short Course	01/13/2026	
	012026	2026 MN Shade Tree Short Course - GB		240.00
			Total for Check Number 29720:	240.00
29721	84	North Star Bank Cardmember Services	01/13/2026	
	012026	Dell - HB Computer Monitor		119.20
	012026	Amazon - HB Phone Case		14.08
	012026	December Costco Fuel		77.99
	012026	2026 RCLLG Membership Renewal		210.00
	012026	Dell - HB External USB Drive		39.00
	012026	December Costco Fuel		77.99
	012026	Target - Hot Chocolate for Warming House Oper		23.73
	012026	Amazon - W-2 Forms		37.91
	012026	USPS - Stamps		234.00
	012026	Costco - Food for Warming House Opening		89.77
	012026	Costco - Drinks for Warming House Opening		28.24
	012026	December Pioneer Press		14.00
	012026	Menards - MS4 Biolog		29.62
	012026	Amazon - 1099 Forms		21.45
	012026	Stout's - Luncheon w/Fire Chief		32.95
	012026	December Costco Fuel		363.94
	012026	Target - Water for Warming House Opening		3.96
			Total for Check Number 29721:	1,417.83
29722	367	Northeast Youth & Family Services	01/13/2026	
	2403	2026 Municipality Service Contract		5,643.26
			Total for Check Number 29722:	5,643.26
29723	398	O'Reilly Automotive Inc	01/13/2026	
	3243-101816	Floor Absorbent for Oil Leaks		19.99
			Total for Check Number 29723:	19.99
29724	5	Premium Waters Inc	01/13/2026	
	619861-12-25	December Water Service		22.29
			Total for Check Number 29724:	22.29
29725	4	The Neighborhood Recycling Company Inc	01/13/2026	
	SI016242	December Multi-Family Recycling		631.21
	SI016242	December Single Unit Dwelling		4,338.57
			Total for Check Number 29725:	4,969.78
29726	425	Vestis	01/13/2026	
	2500877863	January Uniforms		25.53
	2500877863	January Uniforms		25.53
			Total for Check Number 29726:	51.06

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Invoice No		Description	Reference	
			Total for 1/13/2026:	54,178.94
			Report Total (66 checks):	267,040.27

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	January 13, 2026	Agenda Item	2026 Tobacco Licenses
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Action Requested

Consent	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>	Resolution	<input checked="" type="checkbox"/>	Work Session	<input type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City has received applications for renewal of tobacco licenses. The licenses would be valid January 1, 2026— December 31, 2026.

Larpenteur SuperUSA - 2424 Larpenteur Avenue West
Lauderdale Certified Auto Repair (BP Station) - 2421 Larpenteur Avenue West

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution No. 011326A Approving the 2026 Tobacco Licenses.

RESOLUTION NO. 011326A

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

APPROVING 2026 TOBACCO LICENSES

WHEREAS, the following applicants:

Lauderdale Certified Auto Repair	2421 Larpenteur Avenue W
Larpenteur SuperUSA	2424 Larpenteur Avenue W

have presented to the City of Lauderdale complete applications for renewal of current tobacco licenses; and

WHEREAS, the establishments listed above have provided the proper fee and the Certification of Workers Compensation form and insurance certificate.

NOW, THEREFORE BE IT RESOLVED, that the Lauderdale City Council authorizes that the establishments listed above, be granted tobacco licenses with the City of Lauderdale for the term of January 1, 2026 through December 31, 2026.

Adopted by the City of Lauderdale this 13th day of January, 2026.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

LAUDERDALE COUNCIL ACTION FORM

Meeting Date January 13, 2026

Agenda Item 3.2 Off-Sale Malt Liquor License

Action Requested

Consent	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>	Resolution	<input checked="" type="checkbox"/>	Work Session	<input type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City has received an application for renewal of a 3.2 off-sale malt liquor license. The license would be valid January 1, 2026 — December 31, 2026.

Larpenteur SuperUSA - 2424 Larpenteur Avenue West

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution No. 011326B Approving the 3.2 Off-Sale Malt Liquor License for 2026.

RESOLUTION NO. 011326B

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

APPROVING 3.2 OFF SALE MALT LIQUOR LICENSE FOR 2026

WHEREAS, the following applicant:

Larpenteur SuperUSA 2424 Larpenteur Avenue W

has presented to the City of Lauderdale their complete application for renewal of current 3.2 off sale malt liquor license; and

WHEREAS, the establishment listed above has provided the proper fee and the Certification of Workers Compensation form and insurance certificate.

NOW, THEREFORE BE IT RESOLVED, that the Lauderdale City Council authorizes that the establishment listed above, be granted 3.2 off sale malt liquor license with the City of Lauderdale for the term of January 1, 2026 through December 31, 2026.

Adopted by the City of Lauderdale this 13th day of January, 2026.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

LAUDERDALE COUNCIL ACTION FORM

Meeting Date January 13, 2026

Agenda Item I/I Grant Reimbursement

Action Requested

Consent Public Hearing Discussion
Action Resolution Work Session

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Metropolitan Council received state bonding dollars to distribute to cities to continue work to eliminate inflow and infiltration (I/I) from the sanitary sewer system. In short, this means ridding the sanitary sewer system of storm water intrusion. Storm water is considered clean water and doesn't need to be treated at a wastewater plant, which is costly. The City entered the grant program in 2024 and now needs to close out the paperwork to receive the funds. The grant dollars offset the cost of the manhole rehabilitation project that was done in 2025. To finalize the grant, the Council needs to adopt the attached resolution, and staff will submit the necessary paperwork detailing costs etc. that were prepared by the city engineer.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution 011326A—A Resolution Authorizing Application for and Execution of the Municipal Infiltration and Inflow Grant.

RESOLUTION NO. 011326C

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

**A RESOLUTION AUTHORIZING APPLICATION FOR AND EXECUTION
OF THE MUNICIPAL INFILTRATION AND INFLOW GRANT**

WHEREAS, the Metropolitan Council Environmental Services (MCES) has identified the city of Lauderdale as one of the many metro cities having excessive quantities of stormwater and groundwater, commonly referred to as Inflow and Infiltration (I&I), entering the public sanitary sewer system; and

WHEREAS, to facilitate the reduction of I&I, MCES is offering a Preliminary Minimum Allocation of \$50,000 per metro city, with provisions for future distribution of available funding until the total of \$12,000,000 for the State of Minnesota has been expended on I&I reduction measures; and

WHEREAS, the city of Lauderdale has identified public sanitary sewer system components requiring rehabilitation to minimize or eliminate excessive I&I.

NOW THEREFORE, BE IT RESOLVED, by the City Council that the city is authorized to apply for these grants; and

BE IT FURTHER RESOLVED, by the City Council that City Administrator or her designee be authorized to submit the applications and to serve as the contact person; and

BE IT FURTHER RESOLVED, that the city agrees to remit available grant funding towards the continued minimization or elimination of excessive I&I within the public sanitary sewer system; and

BE IT FINALLY RESOLVED, that the city will secure and retain receipts for all eligible repairs and that MCES will have reasonable access to audit these records upon request.

Adopted by the City Council of the City of Lauderdale, Minnesota this 13th day of January, 2026.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	January 13, 2026	Agenda Item	NYFS Agreement
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Action Requested

Consent	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Work Session	<input type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Northeast Youth & Family Services (NYFS) is a nonprofit, community-based and trauma-informed mental health and community services organization that has been serving the northeastern suburbs since 1976. The City was previously a partner but stopped supporting them for financial reasons many years ago. The City restarted the partnership in 2022 to support community mental health and offer tools for our police officers. To continue the partnership, the attached contract should be adopted. The costs are budgeted under public safety in the General Fund. Also included are a few reports they provided.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves the agreement with NYFS for 2026 as presented.

City of Lauderdale
Report Period: July 1, 2024 to June 30, 2025

The following is a brief report on Northeast Youth & Family Services' programs that directly affect the residents of your community. If you have any questions about this report, please call Angela Lewis Dmello, President & CEO, at (651) 379-3404.

Annual City Contract for Service in CY 2025	\$5,643
Total cost of all services July 1, 2024-June 30, 2025	\$24,764

(Please note that these numbers represent the actual cost of services provided, not what NYFS charges clients for these services. Because of your collaboration with NYFS, many of these services are offered free of charge or on a sliding-fee scale based on income.)

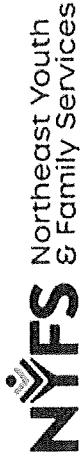
Services Provided	City Totals		
	# of Clients	Units	Service Cost
Contracted Services			
Mental Health	3	128 Sessions	\$ 20,224.00
Diversion Services	2	24 Hours	\$ 1,600.00
Restoring Power	1		
Mental Health	0	0 Sessions	\$ -
Advocacy	1	12 Contacts	\$ 2,352.00

Totals for all Services	7	167	\$ 24,764.00
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*There are no NYFS clients that have completed community service work through our Diversion program at this point in the year.

** Total non-duplicated number of clients in Restoring Power program

*** Number of clients receiving mental health and/or advocacy services, some clients receive both



Northeast Youth
& Family Services

Northeast Youth & Family Services
Municipal Participation Figures

	Municipal Contract 2025	Community Advocate 2025	Municipal Contract 2026	Community Advocate 2026		
				Board Approved Increase over 2025 of 2.4% based on CPI-U	Dollar increase over 2025	Board Approved Increase of 2.4% based on CPI-U
Falcon Heights	\$ 13,295.79		\$ 13,614.89	\$ 319.10		
Little Canada	\$ 25,203.52		\$ 25,808.40	\$ 604.88		
Mounds View	\$ 32,342.81	\$ 30,333.52	\$ 33,119.04	\$ 776.23	\$ 31,061.52	\$ 728.004
New Brighton	\$ 56,102.45	\$ 12,133.41	\$ 57,448.91	\$ 1,346.46	\$ 12,424.61	\$ 291.20
North Oaks	\$ 12,871.12	\$ 13,180.03	\$ 308.91			
Roseville	\$ 88,020.59	\$ 24,266.82	\$ 90,133.09	\$ 2,112.49	\$ 24,849.22	\$ 582.40
St. Anthony	\$ 22,002.72	\$ 15,166.76	\$ 22,530.79	\$ 528.07	\$ 15,530.76	\$ 364.00
Shoreview	\$ 64,258.53	\$ 65,800.73	\$ 1,542.20			
Birchwood	\$ 2,125.77	\$ 2,176.79	\$ 51.02			
Hugo *	\$ 17,670.01	\$ 18,094.09	\$ 424.08			
Mahomed	\$ 19,510.52	\$ 19,978.77	\$ 468.25			
Vadnais Heights	\$ 32,027.34	\$ 32,796.00	\$ 768.66			
City of WBL	\$ 61,778.46	\$ 30,333.52	\$ 63,261.14	\$ 1,482.68	\$ 31,061.52	\$ 728.00
WB Tnship	\$ 26,924.03	\$ 27,570.21	\$ 646.18			
Lauderdale	\$ 5,510.99	\$ 5,643.26	\$ 132.26			
Arden Hills	\$ 24,119.16	\$ 24,698.02	\$ 578.86			
Total	\$ 503,763.83	\$ 112,234.02	\$ 515,854.16	\$ 12,090.33	\$ 114,927.64	\$ 2,693.62

* Hugo splits its support of NYFS with another Community-Based Mental Health agency

AGREEMENT

1. PARTIES

This agreement is made and entered into by and between the City of Lauderdale, Minnesota ("Municipality") and Northeast Youth and Family Services ("NYFS").

2. RECITALS

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey and Washington County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement ("participating municipalities") and students and families from Independent School Districts 621, 622, 623, 624, 282, and 832.
- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

3. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.
- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:

- i. Report regarding proposed changes in services and programs to the Municipality; and
- ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

d. Funding

- i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
- ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.

e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.

f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:

- i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of

the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.

- ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
- iii. On or before December 31, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, biannually NYFS shall submit a written report to the participating municipality.
- iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
- v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
- vi. Providing other reasonable information requested by the Municipality;
- vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
- viii. Upon Request NYFS will provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
- ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
- x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.

g. Term. The term of this agreement will be through December 31, 2026. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date set forth below.

MUNICIPALITY

City of Lauderdale

By: _____

Elected Official

Its: _____

Clerk/Manager/Administrator

Dated: _____

NYFS

Northeast Youth & Family Services

By: _____

Its: President/CEO

By: _____

Its: Chair of the Board of Directors

Dated: _____

LAUDERDALE COUNCIL ACTION FORM

Meeting Date

January 13, 2026

Agenda Item

Audit Prep

Action Requested

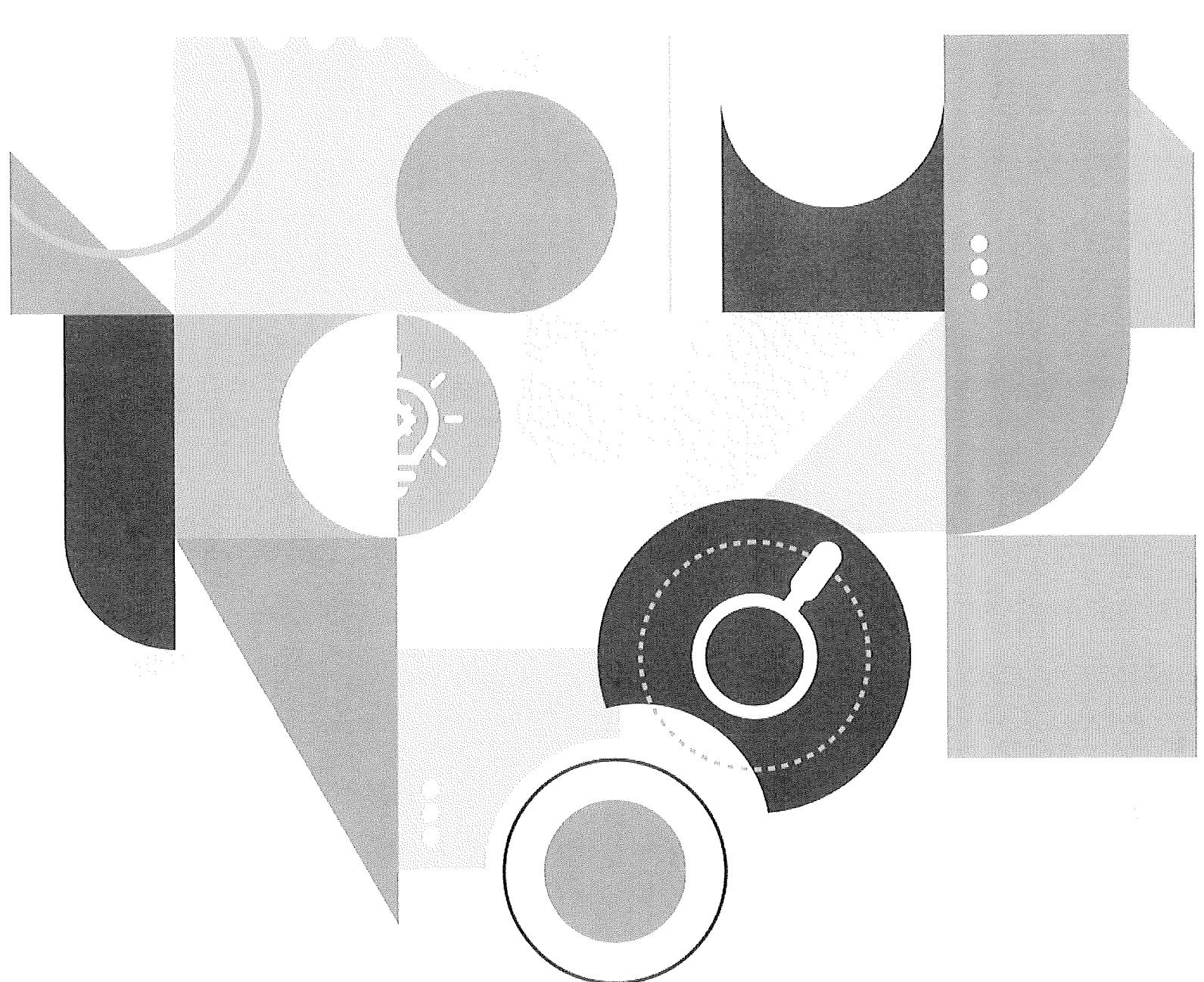
Consent	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Work Session	<input type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Annually, the City hires Abdo Financial Solutions to prepare the work documents in preparation for the audit. It is a valuable tool which allows staff to continue working on projects instead of losing about a month to prepare for the audit. This service is billed on an hourly basis. The estimated cost is \$15,000.

STAFF RECOMMENDATION:

By approving the consent agenda, the Council enters into an agreement with Abdo Financial Solutions for assistance with audit preparation.



SERVICE PROPOSAL FOR

City of Lauderdale

1891 Walnut St, Lauderdale, Minnesota 55113

December 10, 2025

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ

Abdo
Financial
Solutions

Proposed by

Jodi Bursheim

Partner | Abdo

jodi.bursheim@abdfs.com

P 952.715.3064



Heather Butkowski, City Administrator
City of Lauderdale
1891 Walnut St
Lauderdale, Minnesota 55113

December 10, 2025

Dear Heather,

Thank you for the opportunity to submit this proposal to the City of Lauderdale, Minnesota (the City), for audit preparation services. Based on our past experience with cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions, LLC (Abdo FS), will provide the City with excellent financial services.

We are confident our solution will offer the City advanced insights, provide public finance guidance, and serve as an experienced partner to assist the City in audit preparation. Our proposal is based on the needs of the City as laid out in the request for proposal and the experiences we have had working with other cities. This proposal outlines the scope of services we believe will address the needs of the City.

The term of this contract shall be from January 1, 2026 through June 30, 2026.

An Abdo FS representative perform services remotely.

The investment required for our services is indicated on the value page, and this quote remains valid for thirty (30) days. Please note that Abdo FS is independent of the City as defined by auditing standards generally accepted in the United States of America.

Abdo FS acknowledges the City may have retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the City will rely on advice from their IRMA. Abdo FS will have no recourse against the City or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Abdo FS would like to thank the City for the opportunity to propose on these services. We look forward to exceeding your expectations and continuing our long-term, mutually beneficial relationship.

Sincerely,

Abdo Financial Solutions

Jodi Bursheim
Jodi Bursheim

Partner | Abdo

The current state

WHAT WE HEARD

We understand the challenges you face as an organization with ever-changing regulations, financial standards, staffing changes, and strategic vision. We understand these challenges to include:

- Ensuring audit preparedness and maintaining a state of audit readiness amidst fluctuating regulatory requirements and financial reporting standards.
- New accounting standards have been implemented over the last several years, resulting in additional areas of audit preparation. Our proposal includes staying ahead of these changes and ensuring your financials are compliant and accurately prepared for audit.

HOW WE WILL RESPOND

Given these challenges you're facing, we have developed a targeted response to address your city's needs:

- **Enhanced Team Capacity:** Recognizing the strain that audit preparations can place on a small finance department, we offer tailored solutions to optimize your team's capacity. By handling the audit preparation tasks, we free up your staff to maintain their focus on daily financial operations. Our approach ensures that audit requirements are managed effectively, allowing your team to operate at peak efficiency.
- **Proactive Compliance with Evolving Standards:** We acknowledge the challenges posed by the ever-changing landscape of accounting standards. Our services include staying ahead of these changes..
- **Strategic Audit Support:** We will provide targeted audit preparation services to meet all audit requirements. Our strategic support ensures that every aspect of the audit is addressed ahead of time, reducing last-minute stress and potential issues.

The path forward

WHAT'S YOUR VISION?

Let's build it together. With knowledge and care, Abdo lights your path forward—illuminating opportunity and fueling your confidence to navigate the future. What do you envision for your future? We believe it could look something like this:

- Comprehensive audit preparation services that provide tailored action plans, ensuring your organization is well-equipped to meet regulatory requirements and demonstrate compliance with confidence.
- Regular review and enhancement of your existing financial and operational processes to ensure they align with best practices, thereby minimizing potential audit findings and facilitating a smoother audit experience.

EXPERTISE FOR YOUR CHALLENGES

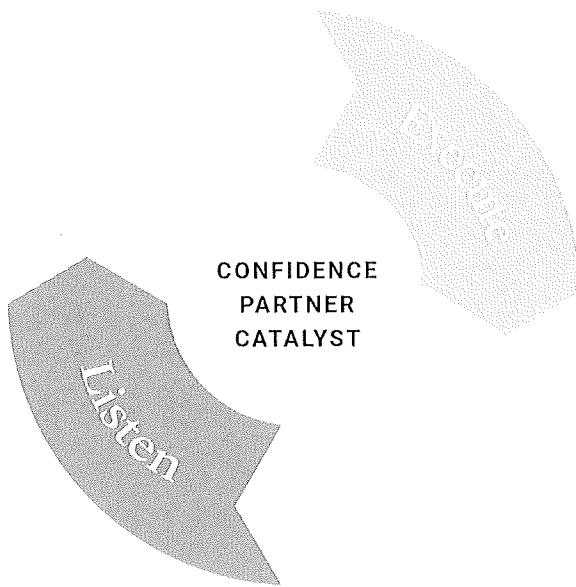
Your City faces unique challenges that require a specific understanding of regulations and operations. Our team has experience working with similar entities giving us a unique understanding of the challenges you face.



Meet Kelli

Kelli Truver
Manager

Prior to joining Abdo, Kelli worked in various municipal roles in North Dakota, with her skills spanning across various roles including strategic planning, budgeting and finance, policy analysis, and risk management. At Abdo, Kelli's knowledge helps local governments with bank reconciliations, utility billing, software implementation, and payroll processing. With her background in process improvements, Kelli succeeds in comprehensive evaluations of processes, providing recommendations to increase efficiency and assisting in development policies and procedures.



The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work.

We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

[LEARN MORE ON OUR WEBSITE](#)

Your Team

At Abdo, we believe that trust is a vital component in the success of our partnership. That trust requires an understanding of your needs and confidence in the expertise of your engagement team. That's why we've curated a team with relevant experience and first-hand knowledge of the challenges you face. Many of our advisors have worked in government finance offices for decades, cultivating the same experiences you currently face. This depth of understanding can lead to a comprehensive view of your challenges, potential cost reductions, and a quicker road to results.

KEY CONTACTS

Key team members are briefly profiled below, with additional staff providing support as needed throughout the engagement.



JODI BURSHEIM

Partner

jodi.bursheim@abdofs.com
P 952.715.3064

With over 25 years of experience working in governmental accounting for Minnesota municipalities and 10+ years experience in finance, Jodi has a wealth of knowledge and experience in all aspects of governmental finance, including, but not limited to: budgeting, financial reviews, monthly and annual reporting, cash flow projects, evaluation and development of internal controls, and development of financial studies such as debt studies, financial analysis and capital projects.



KELLI TRUVER, PhD

Manager

kelli.truver@abdofs.com
P 952.395.9534

Prior to joining Abdo, Kelli worked in various municipal roles in North Dakota, with her skills spanning across various roles including strategic planning, budgeting and finance, policy analysis, and risk management. At Abdo, Kelli's knowledge helps local governments with bank reconciliations, utility billing, software implementation, and payroll processing. With her background in process improvements, Kelli succeeds in comprehensive evaluations of processes, providing recommendations to increase efficiency and assisting in development of policies and procedures.

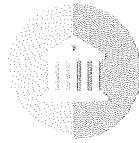


ELIZABETH VANHEEL

Senior Associate

elizabeth.vanheel@abdofs.com
P 952.715.3013

Elizabeth has over 8 years of experience in governmental auditing and has dedicated over 95 percent of her billable time to governmental clients, demonstrating her expertise in the field. Proficient in Microsoft Office Suite, Elizabeth is also familiar with accounting software like CTAS, SMART, IFS, and Banyon, making her a valuable asset in governmental auditing.



Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served cities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in governmental consulting and auditing. Out of our 250-strong, talented staff, over 70 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving cities across Minnesota, we have become experts in the nuances of how to best support your city. Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your city and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your city mitigate costs and boost efficiency.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving government entities. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with us to light the path forward for your organization.

OUR QUALIFICATIONS

- GFOA and MnGFOA Association members
- Government operations training
- Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting

OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:

- Budget process development
- Capital improvement planning
- Cash flow analysis
- Cost containment processes
- Debt management plans
- ERP system consulting
- Federal and State relations/grant consulting
- Finance Director services
- Financial management plans
- Financial reporting and analysis
- Fleet: Operations and replacement rate analysis
- Interim accounting and financial services
- Internal control evaluation
- Long-term strategic planning
- Payroll processing
- Policy development
- Process flows and efficiencies
- Project management
- Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Training
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



Value

At Abdo FS, we are dedicated to assisting our clients in achieving their financial goals through comprehensive and personalized financial services. Our team of experienced professionals provide expert guidance in public finance.

SERVICES	FEES
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Audit Preparation Services for Year-end 2025 \$15,000

PAYMENT TERMS:

- 50% due within ten day of execution of contract
- Remainder due upon completion of the audit preparation

This quote is valid for thirty (30) days.

Scope of Services

ABDO FS CONTRACT TASK

Cash and investment workpaper (including market value summary), and footnote disclosure summary

Broker confirmations

Interest allocation summary workpaper

Taxes revenue and receivable reconciliation and related workpaper

Fixed asset reconciliation and related workpaper

Special assessment revenue and receivable reconciliation and related workpaper

Governmental and enterprise accounts receivable reconciliation and related workpapers

State grant receipt coding reconciliation

Prepare all federal programs lead sheets

Transfers to and from other funds

Prepaid items schedule

Accounts payable reconciliation and related workpapers

Accrued payroll and payroll liability accounts reconciliation

Compensated absences reconciliation

Schedule of salaries payable

OPEB and Pension workpaper and related deferred inflows/outflows

Deferred inflows/outflows/earned revenue reconciliation

Bonds payable reconciliation

Fund balance/net assets schedule (includes reconciliation of restricted, committed, and assigned fund balances/net position)

Summarize journal entries needed to match above workpapers and provide to City staff for entry into the City's accounting system

Respond to auditor requests including audit sampling testing

Comparative analysis of revenues, expenditures and budget

Utility billing revenue analysis workpaper

Respond to internal control testing and provide documentation

Generate requested report data

Prepare conduit debt schedule

Prepare all related year-end accruals

CITY RESPONSIBILITIES:

- Devote uninterrupted time to work with us as needed
- Approve, enter and commit all journal entries to financial system
- Provide invoices for identified assets that need to be capitalized
- Make all management decisions and perform all management functions



Technology

We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our accounting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote accounting services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the engagement to ensure effective collaboration with your team. Through SuraLink, you'll be able to see what documents have been uploaded, what documents are still needed, and keep track of important audit workpapers securely and easily.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

IT ALSO MEANS:



All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.

All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.

All data is backed up continually which means we always have an extra copy for safe-keeping.

All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.

What Our Clients Say

CLIENT REFERENCES

One of the things we're proudest about our work is developing long-term relationships with our clients and watching their city move on as we help them to evolve and grow. Our clients listed below are just a sample of references of the work performed with our audit and evaluation services. (Contact us for more information available upon request.)



CITY OF CRYSTAL

Kim Therres
Assistant City Manager
P 763.531.1132

SERVICES PROVIDED

Long-term Plan
Outsourced Finance
Director
Process Evaluation
(ProEval)
Utility Rate Study
Budgeting
Audit Preparation
Utility Billing
Payroll Processing

CITY OF NEW HOPE

Valerie Leone
City Clerk / Treasurer
P 763.531.5117

SERVICES PROVIDED

Outsourced Finance
Director
Audit Preparation
Long-term Plan
Budgeting

CITY OF ALBERTVILLE

Tina Lannes
Finance Director
P 763.497.3210

SERVICES PROVIDED

Long-term Plan
Outsourced Finance
Director
Budgeting



*an ongoing quest to
be better, together*

OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We aim to build a firm that provides opportunities for people that are as diverse as the clients we serve. We believe that when we understand each other better, we grow better together.

Over the past several years, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through training opportunities, guest speakers, and cultural awareness activities. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

Abdo is committed to advancing the interest in accounting careers for students of color at both the high school and college level. In 2022, the firm was chosen as one of just ten firms in the nation to host an ethnic minority accounting student as part of the AICPA's PCPS George Willie Ethnically Diverse Student Scholarship and Internship Program. The recipient of this scholarship remains with the firm today as a senior associate in our tax department.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



59%

of our employees
are female

56%

of our
management level
employees are
female

18%

of our interns this
year are people of
color

ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.

CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.

CEO ACTION FOR DIVERSITY & INCLUSION

DEI Initiatives



PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.

Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on December 10, 2025 by and between the City of Lauderdale, Minnesota (hereinafter referred to as the ("Client"), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until June 30, 2026 unless earlier terminated as provided in Sections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon thirty (30) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with thirty (30) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

ARTICLE IV - CONTINUED

GENERAL (CONTINUED)

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Remainder will be invoiced at completion of the engagement.

Section 9 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 10 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Section 11 Municipal Advisor: Abdo FS acknowledges the Client may/has retained an independent registered municipal advisor (IRMA) to assist and advise the Client in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the Client will rely on advice from their IRMA. Abdo FS will have no recourse against the Client or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Section 12 Equal Employment Opportunity: Abdo, LLP and its subsidiary companies are committed to providing equal employment opportunities to all employees and applicants for employment without regard to any legally-recognized basis "protected class" including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation or marital preference, genetic information or any other protected class under federal, state, or local law.

Appendix B

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Lauderdale

1891 Walnut St
Lauderdale, Minnesota 55113

 Heather Butkowski
Heather Butkowski

Abdo Financial Solutions, LLC

5201 Eden Avenue, Suite 250
Edina, Minnesota 55436

Jodi Bursheim

Jodi Bursheim

Partner | Abdo

December 10, 2025

LAUDERDALE COUNCIL ACTION FORM

Meeting Date January 13, 2026 **Agenda Item** '26 Meeting Schedule

Action Requested

Consent Public Hearing Discussion
Action Resolution Work Session

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Annually, the City Council sets its meeting schedule for the following year. If the Council continues to meet on the second and fourth Tuesdays of the month, the schedule would be as attached. One exception is that the state primary election conflicts with the usual meeting schedule. The schedule, as proposed, moves the city council meeting date to Wednesday, August 12. If meeting dates need to be rescheduled, staff will handle the posting of notices, etc. After the Council adopts the meeting schedule, it will be posted at City Hall and published to the City's website.

The calendar also notes the dates of the Environment and Sustainability Commission meetings.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the City Council adopts the meeting schedule for 2026 as presented.

2026 Lauderdale Meeting Schedule

City Council

January 13
January 27

February 10
February 24

March 10
March 24

April 14
April 28

May 12
May 26

June 9
June 23

July 14
July 28

August 12
August 25

September 8
September 22

October 13
October 27

November 10
November 24

December 8

Environment and Sustainability Commission

January 20
February 17
March 9 (Monday – Joint FH)
April 21
May 19
June 16
July 21
August 18
September 15
October 20
November 17
December 15

Holidays Observed

New Year's – Thursday, January 1
M. L. King Day – Monday, January 19
Presidents' Day – Monday, February 16
Memorial Day – Monday, May 25
Juneteenth – Friday, June 19
Independence Day – Friday, July 3
Labor Day – Monday, September 7
Veterans Day – Wednesday, November 11
Thanksgiving – Thursday, November 26 &
Friday, November 27
Christmas – Thursday, December 24 &
Friday, December 25

Meeting Notes:

City Council and Environmental Commission meetings begin at 7:00 p.m. and are held at Lauderdale City Hall, 1891 Walnut Street.

LAUDERDALE COUNCIL ACTION FORM

Meeting Date January 13, 2026 **Agenda Item** Monthly Financial

Action Requested

Consent	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Work Session	<input type="checkbox"/>

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 November 2025.

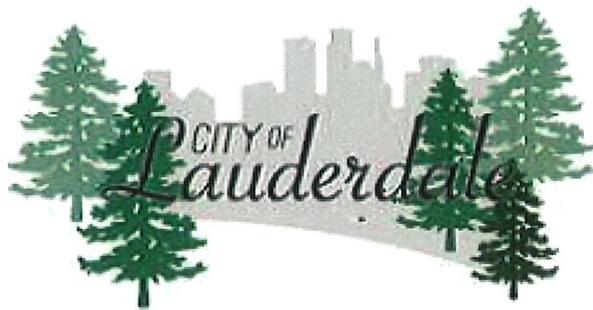
STAFF RECOMMENDATION:

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

General Ledger

Cash Balances

User: heather.butkowski
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 Period 11 - 11
 Fiscal Year 2025



Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,964,234.40	336,499.94	182,019.89	-2,809,754.35
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	36,089.19	68.67	679.00	35,478.86
Cash	227-00000-000-10100	68,022.30	37,576.04	6,787.69	98,810.65
Cash	306-00000-000-10100	211,119.48	13,068.57	0.00	224,188.05
Cash	401-00000-000-10100	47,794.75	92.68	0.00	47,887.43
Cash	403-00000-000-10100	610,974.63	4,819.31	5,798.65	609,995.29
Cash	404-00000-000-10100	217,901.58	422.55	0.00	218,324.13
Cash	406-00000-000-10100	381,786.77	740.35	0.00	382,527.12
Cash	414-00000-000-10100	325,399.85	631.01	0.00	326,030.86
Cash	416-00000-000-10100	3,770.08	34,686.42	0.00	38,456.50
Cash	602-00000-000-10100	737,493.69	21,309.55	22,728.87	736,074.37
Cash	603-00000-000-10100	385,707.41	9,041.82	12,220.02	382,529.21
Current Assets		61,925.33	458,956.91	230,234.12	290,648.12
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	101-00000-000-10410	3,286,237.35	6,936.02	0.00	3,293,173.37
Adj Investments		3,286,237.35	6,936.02	0.00	3,293,173.37
Grand Total		<u>3,348,462.68</u>	<u>465,892.93</u>	<u>230,234.12</u>	<u>3,584,121.49</u>
		_____	_____	_____	_____

General Ledger

Revenue vs Expense

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 Period 11 - 11
 Fiscal Year 2025

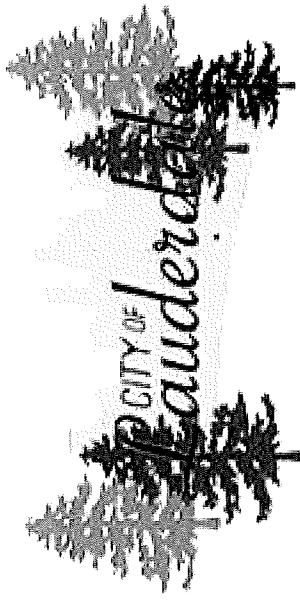


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
101	General Fund					
	Revenue					
	Taxes	1,225,700.00	298,663.16	931,371.48	294,328.52	75.99
	Licenses and Permits	73,100.00	1,761.15	58,773.25	14,326.75	80.40
	Intergovernmental Revenues	499,675.00	15,000.00	264,837.50	234,837.50	53.00
	Charges for Services	14,100.00	726.25	14,968.43	-868.43	106.16
	Fines and Forfeits	30,000.00	1,824.08	23,288.69	6,711.31	77.63
	Miscellaneous Revenue	67,497.00	1,695.48	25,795.86	41,701.14	38.22
	Other Financing Sources	31,160.00	0.00	31,160.00	0.00	100.00
	Revenue	1,941,232.00	319,670.12	1,350,195.21	591,036.79	69.55
	Expense					
	Personal Services	478,382.00	36,426.84	444,271.49	34,110.51	92.87
	Supplies	18,344.00	1,919.07	19,164.58	-820.58	104.47
	Other Services and Charges	1,444,506.00	119,908.14	1,230,065.26	214,440.74	85.15
	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
	Expense	1,941,232.00	158,254.05	1,696,306.33	244,925.67	87.38
	General Fund	0.00	161,416.07	-346,111.12	346,111.12	0.00

General Ledger

Revenue vs Expense

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 Period 11 - 11
 Fiscal Year 2025

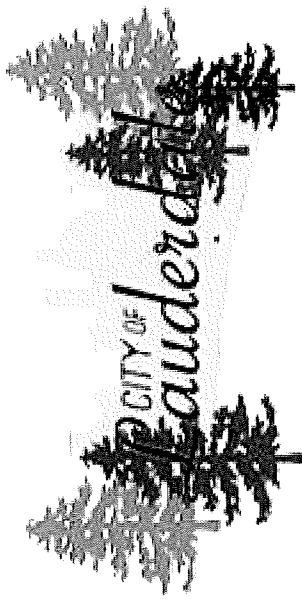


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	12,000.00	0.00	9,371.21	2,628.79	78.09
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	750.00	68.67	1,297.65	-547.65	173.02
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
		12,750.00	68.67	10,668.86	2,081.14	83.68
	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	679.00	10,613.38	2,686.62	79.80
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
		13,300.00	679.00	10,613.38	2,686.62	79.80
226	Communications					
		-550.00	-610.33	55.48	-605.48	-10.09

General Ledger

Revenue vs Expense

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 Period 11 - 11
 Fiscal Year 2025

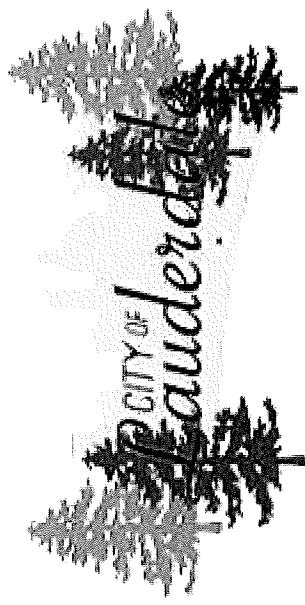


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling					
	Revenue	6,200.00	0.00	4,826.00	1,374.00	77.84
	Intergovernmental Revenues	<u>75,000.00</u>	<u>37,576.04</u>	<u>85,571.81</u>	<u>-10,571.81</u>	<u>114.10</u>
	Miscellaneous Revenue					
	Revenue	81,200.00	37,576.04	90,397.81	-9,197.81	111.33
	Expense					
	Personal Services	23,404.00	1,817.91	21,597.93	1,806.07	92.28
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	54,258.00	4,969.78	51,063.28	3,194.72	94.11
	Capital Outlay	<u>350.00</u>	<u>0.00</u>	<u>0.00</u>	<u>350.00</u>	<u>0.00</u>
	Expense	78,012.00	6,787.69	72,661.21	5,350.79	93.14
	Recycling	3,188.00	30,788.35	17,736.60	-14,548.60	556.36
227						

General Ledger

Revenue vs Expense

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Period 11 - 11
Fiscal Year 2025

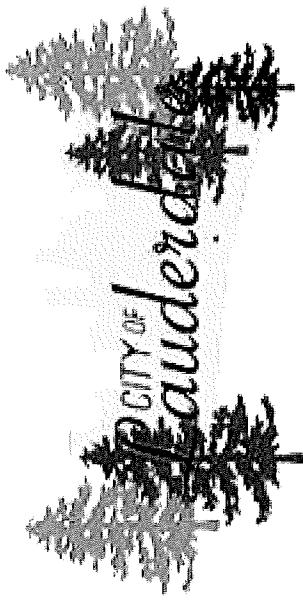


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
228	Fund					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Capital Outlay	0.00	0.00	0.00	0.00	0.00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

General Ledger

Revenue vs Expense

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Period 11 - 11
Fiscal Year 2025

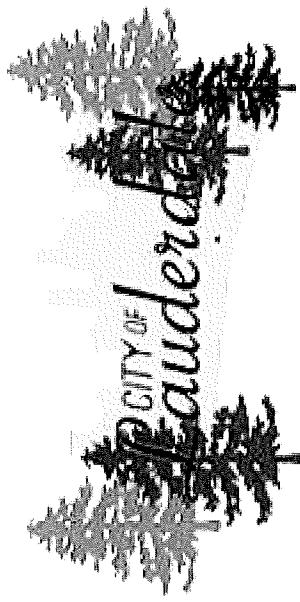


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	Revenue	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	<u>0.00</u>				
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00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

User: heather.butkowsk
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Period 11 - 11
Fiscal Year 2025



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue	4,000.00	433.90	5,855.18	-1,855.18	146.38
	Miscellaneous Revenue	119,439.00	<u>12,634.67</u>	<u>96,122.87</u>	<u>23,316.13</u>	<u>80.48</u>
	Other Financing Sources					
	Revenue	123,439.00	13,068.57	101,978.05	21,460.95	82.61
	Expense	1,000.00	0.00	1,425.00	-425.00	142.50
	Other Services and Charges	115,500.00	<u>0.00</u>	<u>114,625.00</u>	<u>875.00</u>	<u>99.24</u>
	Debt Service					
	Expense	116,500.00	0.00	116,050.00	450.00	99.61
	2019A Improvement Bonds	6,939.00	13,068.57	-14,071.95	21,010.95	-202.80
306						

General Ledger

Revenue vs Expense

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Period 11 - 11
Fiscal Year 2025

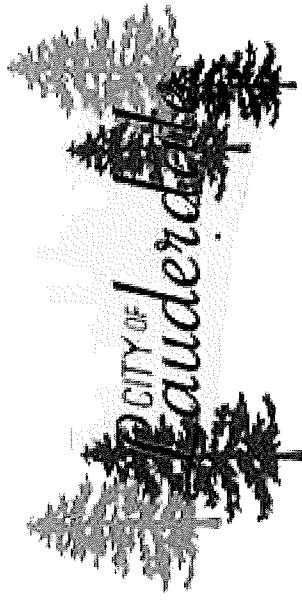


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	General Capital Projects					
	Revenue	0.00	0.00	0.00	0.00	
	Intergovernmental Revenues	3,200.00	92.68	2,723.75	476.25	
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	
	Other Financing Sources	<u> </u>	<u> </u>	<u> </u>	<u> </u>	
	Revenue	3,200.00	92.68	2,723.75	476.25	85.12
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	
	Capital Outlay	55,000.00	0.00	10,708.16	44,291.84	
	Other Uses	31,160.00	0.00	31,160.00	0.00	
	Expense	86,160.00	0.00	41,868.16	44,291.84	48.59
	General Capital Projects	-82,960.00	92.68	-39,144.41	-43,815.59	47.18
401						

General Ledger

Revenue vs Expense

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 Period 11 - 11
 Fiscal Year 2025

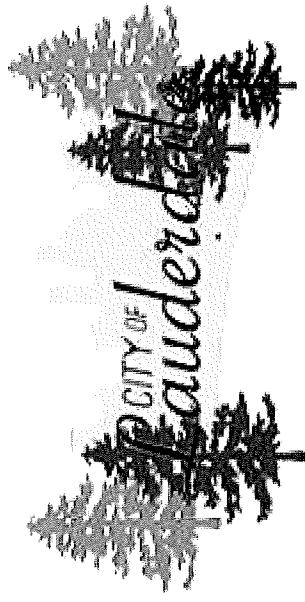


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue					
	Intergovernmental Revenues	36,778.00	0.00	9,071.00	27,707.00	24.66
	Miscellaneous Revenue	15,000.00	4,819.31	29,410.24	-14,410.24	196.07
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	51,778.00	4,819.31	38,481.24	13,296.76	74.32
	Expense					
	Other Services and Charges	500.00	0.00	0.00	500.00	0.00
	Capital Outlay	5,000.00	5,798.65	9,215.15	-4,215.15	184.30
	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	5,798.65	9,215.15	-3,715.15	167.55
403	Street Capital Projects	46,278.00	-979.34	29,266.09	17,011.91	63.24

General Ledger

Revenue vs Expense

User: heather.butkowsk
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 Period 11 - 11
 Fiscal Year 2025



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue	0.00	0.00	0.00	0.00	0.00
	Intergovernmental Revenues	7,000.00	422.55	7,977.23	-977.23	113.96
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	7,000.00	422.55	7,977.23	-977.23	113.96
	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	422.55	7,977.23	-10,977.23	-265.91

General Ledger

Revenue vs Expense

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Period 11 - 11
Fiscal Year 2025

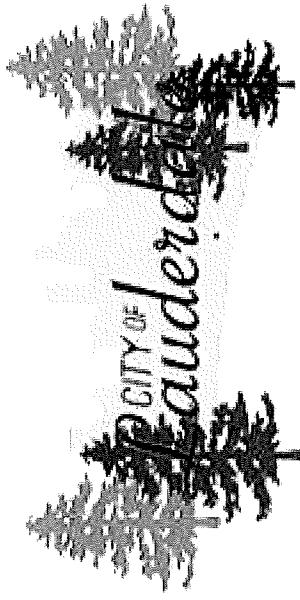


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
406	Park Dedication					
	Revenue	12,000.00	<u>740.35</u>	<u>13,976.97</u>	<u>-1,976.97</u>	<u>116.47</u>
	Miscellaneous Revenue					
	Revenue	12,000.00	740.35	13,976.97	-1,976.97	116.47
	Park Dedication	12,000.00	740.35	13,976.97	-1,976.97	116.47
406						

General Ledger

Revenue vs Expense

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Fiscal Year 2025



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue	11,000.00	631.01	13,715.32	-2,715.32	124.68
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources					
	Revenue	11,000.00	631.01	13,715.32	-2,715.32	124.68
	Expense					
	Other Services and Charges	0.00	0.00	3,064.50	-3,064.50	0.00
	Other Uses	68,178.00	68,178.00	68,178.00	0.00	100.00
	Expense	68,178.00	0.00	71,242.50	-3,064.50	104.49
	Development	-57,178.00	631.01	-57,527.18	349.18	100.61
414						

General Ledger

Revenue vs Expense

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Period 11 - 11
Fiscal Year 2025

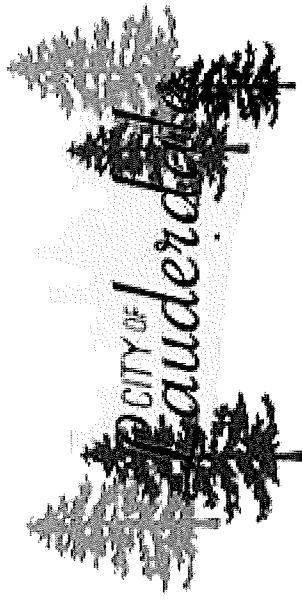


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	Housing Redevelopment					
	Revenue	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	<u>0.00</u>				
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services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

General Ledger

Revenue vs Expense

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 Fiscal Year 2025

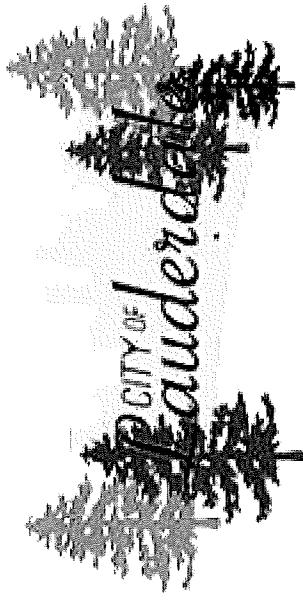


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	12,500.00	34,611.99	69,223.98	-56,723.98	553.79
	Miscellaneous Revenue	5.00	74.43	339.84	-334.84	6,796.80
	Other Financing Sources	0.00	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	12,505.00	34,686.42	69,563.82	-57,058.82	556.29
	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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	12,600.00	0.00	33,072.63	-20,472.63	262.48
	TIF District No. 1-2	-95.00	34,686.42	36,491.19	-36,586.19	-38,411.78
416						

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	Sanitary Sewer					
	Revenue	0.00	0.00	0.00	0.00	
	Intergovernmental Revenues	330,000.00	17,233.10	298,183.29	31,816.71	90.36
	Charges for Services	30,000.00	3,717.73	37,878.71	-7,878.71	126.26
	Miscellaneous Revenue	0.00	472.84	945.68	-945.68	0.00
	Revenue	360,000.00	21,423.67	337,007.68	22,992.32	93.61
	Expense					
	Personal Services	86,834.00	6,394.89	78,022.52	8,811.48	89.85
	Supplies	850.00	45.28	632.05	217.95	74.36
	Other Services and Charges	277,040.00	16,402.82	303,459.80	-26,419.80	109.54
	Capital Outlay	250,000.00	0.00	200,297.79	49,702.21	80.12
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	614,724.00	22,842.99	582,412.16	32,311.84	94.74
602	Sanitary Sewer	-254,724.00	-1,419.32	-245,404.48	-9,319.52	96.34

General Ledger

Revenue vs Expense

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 Period 11 - 11
 Fiscal Year 2025

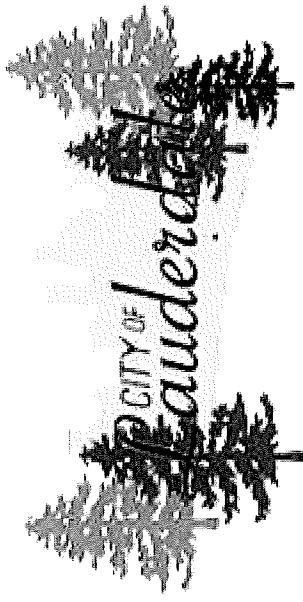


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	Storm Water					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	4,538.50	-4,538.50	0.00
	Charges for Services	150,000.00	8,321.60	122,246.61	27,753.39	81.50
	Miscellaneous Revenue	13,000.00	740.36	14,954.79	-1,954.79	115.04
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	163,000.00	9,061.96	141,739.90	21,260.10	86.96
	Expense					
	Personal Services	69,880.00	5,138.65	62,645.49	7,234.51	89.65
	Supplies	850.00	45.27	632.04	217.96	74.36
	Other Services and Charges	40,400.00	7,056.24	53,139.80	-12,739.80	131.53
	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	12,240.16	156,889.14	4,240.86	97.37
603	Storm Water	1,870.00	-3,178.20	-15,149.24	17,019.24	-810.12

General Ledger

Revenue vs Expense

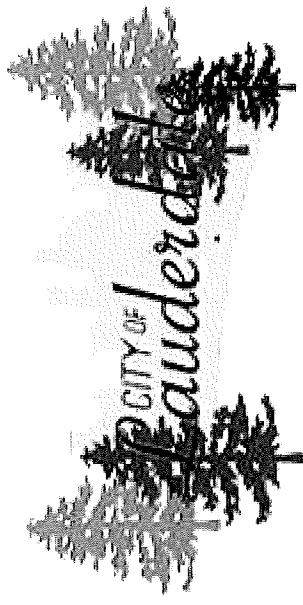
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Period 11 - 11
Fiscal Year 2025



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	442,261.35	2,178,425.84	600,678.16	0.7839
Expense Total		3,107,336.00	206,602.54	2,790,330.66	317,005.34	0.898
Grand Total		-328,232.00	235,658.81	-611,904.82	283,672.82	1.8642

LAUDERDALE COUNCIL ACTION FORM

Meeting Date January 13, 2026 **Agenda Item** 2026 Fee Schedule

Action Requested

Consent Public Hearing Discussion
Action Resolution Work Session

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the end of each calendar year, staff review the fee schedule in anticipation of the year ahead. This year staff had very few recommended changes. We can discuss during the meeting.

Rum River provided a letter explaining changes to their proposed fees that are adopted as part of the City's fee schedule. We can discuss in great detail during the meeting as well.

Prior to adopting the fee schedule, the city council must hold a public hearing.

STAFF RECOMMENDATION:

Motion to adopt Resolution No. 011326D - A Resolution Establishing 2026 License and Permit Fees, and Administrative Fees and Fines.

RESOLUTION NO. 011326D

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

**A RESOLUTION ESTABLISHING 2026 LICENSE AND PERMIT FEES
AND ADMINISTRATIVE FEES AND FINES**

WHEREAS, Minnesota Law and the Ordinances of the City of Lauderdale allow the City to collect fees for processing applications and licenses for certain activities within the City of Lauderdale. City staff studied the fees allowed under state and local law and compared them to the actual costs that the City has historically incurred for processing applications and licenses in the City; and

WHEREAS, the City may also charge for administrative activities and fines. Reasonable charges were included in the 2026 Fee Schedule; and

WHEREAS, The Fee Schedule attached and incorporated herein also includes appendices A and B relating to building code and construction related permit and inspections fees and administrative fines.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lauderdale, Minnesota, hereby adopts the 2026 Fee Schedule as attached.

Adopted by the City Council of the City of Lauderdale this 13th day of January, 2026.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski
City Administrator

2026 Fee Schedule

ADMINISTRATIVE FEE

Each Occurrence

\$25.00

ADMINISTRATIVE VIOLATION / CITATION

Abandoned and/or Junk Vehicle	\$50 per day after citation issued for non-compliance
Animal Licensing	\$50 per day after citation issued for non-compliance
City Code Violations Not Otherwise Listed	\$50 per day after citation issued for non-compliance
Expired or Missing License Plates and Tabs	\$40 per day after citation issued for non-compliance
Failure to Apply for License	\$50 per day after citation issued for non-compliance
Failure to Apply for Rental Housing License	\$50 per day after citation issued for non-compliance
Failure to Correct Rental Housing Violation	\$100 per day after citation issued for non-compliance
Fireworks: Use, Possession, and Sale	\$250 per offense
Illegal Dumping	\$100 per offense
Illicit Discharge	\$100 per offense
Land Use Violations	\$50 per day after citation issued for non-compliance
Open Burning Ordinance Violations	\$100 per offense
Public Safety Repeat Nuisance Call Service	\$250 beginning with the third call and each call thereafter
Rank Growth	\$50 per day after citation issued for non-compliance
Refuse and Debris Accumulation	\$50 per day after citation issued for non-compliance
Sale of Cannabis Products	\$100 per offense
Solicitor, Peddlers, and Door-to-Door Activity w/o License	\$100 per offense
Trespassing	\$100 per offense

ANIMALS

Domestic Animal License	\$10.00
Duplicate License	\$3.00
Non-Domestic Animal License	\$10.00

BINGO OR RAFFLE

\$100.00

BUILDING PERMITS

See Appendix A

BUILDING REGULATIONS PERMITS (CITY CODE CHAPTER 9)

Driveway or Parking Pad	\$100.00
Fee	\$100.00
Retaining Wall	\$100.00
Sidewalk	\$100.00
Swimming Pool	\$100.00
Waiver Application	\$200.00

BUSINESS ASSISTANCE

Escrow with minimum of \$10,000.00

CANNABIS AND HEMP BUSINESS LICENSES AND REGISTRATIONS

Initial Application	\$500.00
Renewal Application	\$1,000.00
Low-Potency Hemp Edible License	\$125.00
Temporary Cannabis Events	\$500.00
Civil Penalty: Failing to Register	\$100 / day
Civil Penalty: Other Violations of Title 3, Chapter 11	\$100 / day

CERTIFIED COPIES

\$1.00/page plus sales tax

CIGARETTES/TOBACCO LICENSE

\$200.00/year

CITY COUNCIL

Requested Special Meeting	\$500.00
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CITY PROPERTY RENTAL

Banquet Table Rent	\$4.00/table
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Banquet Table Deposit	\$100.00/table
Metal Detector Rent	\$5.00/day
Metal Detector Deposit	\$100.00
Metal Folding Chair Rent	\$0.75/chair
Metal Folding Chair Deposit	\$20.00/chair
COMMUNITY ROOM RENTAL	
Resident Use Only	\$75.00/5 hour block
Cancellation Fee	\$20.00
Deposit - Key	\$100.00
Deposit - Damage	\$100.00
Excess Trash Fee	\$10.00/bag
COUNCIL MEETING RECORDING	\$100.00 plus sales tax
DOCUMENT RECORDING FEE	Ramsey County Rate
FIRE	
False Alarms	
Per Ordinance	Cost plus administrative fee
Fire Call	
Charge Back	Cost of Fire Services plus administrative fee
Fire Inspection	
Annual or Additional	\$50.00/hour
LIQUOR, 3.2 Percent	
Off-Sale	\$150.00
On-Sale	\$300.00
Temporary	\$50.00
Penalties	See Appendix B
MECHANICAL PERMITS	See Appendix A
MERCHANDISE SALES	
History Book	\$25.00
Mugs	\$8.00
T-shirts	\$13.00
Winter Hats	\$15.00
Long-sleeve t-shirt	\$18.00
Sweatshirts	\$25.00
MILEAGE REIMBURSEMENT	Per IRS
NON-SUFFICIENT FUNDS CHECK	\$30.00
NUISANCE ABATEMENTS	
Weed/Grass Mowing	Actual Costs + Admin Fee
Refuse	Actual Costs + Admin Fee
Junk Vehicles	Actual Costs of Towing & Disposal + Admin Fee
Nuisance Violation Appeal	\$200.00
PARKING	
Disabled Parking Zone Sign	\$50.00/year
PARK DEDICATION	
Residential	\$3,000/per unit
Commercial/Industrial	10% of fair market value of subdivided land

PARK RESERVATION RENTALS

Resident	No Fee
Non-resident	\$35.00 plus sales tax/4 hour block
Non-resident Damage Deposit	\$50.00

PHOTOCOPY

\$.25/page

PLUMBING

See Appendix A

REFUSE HAULER LICENSES

Residential	\$250.00
Commercial	\$250.00

RENTAL HOUSING

See Appendix A

RIGHT-OF-WAY

City Engineer's Review, if applicable	\$150.00
City Attorney Review, if applicable	\$100.00
Excavation Permit	\$100.00 plus bond
Obstruction Permit	\$100.00

SANITARY SEWER AND WATER DEVELOPMENT

Sewer Availability Charge	Per Metropolitan Council
Water Availability Charge	Per St. Paul Water

SPECIAL ASSESSMENTS, Interest Rate

Delinquent Utility Bills, Accounts Receivable	8.0% or \$25.00, whichever is greater
Petition and Waiver Agreements	4.25%

SUBDIVISION APPLICATIONS (CITY CODE TITLE 11)

Lot Consolidation / Division	\$250 plus \$500 escrow*
Lot Line Rearrangement	\$250 plus \$1,000 escrow*
Subdivision	\$500.00 plus \$1,500 escrow *

TREE CONTRACTOR LICENSE

\$50.00/year

VACATIONS (Streets, Alleys, etc.)

\$500.00 plus \$700 escrow *

ZONING APPLICATIONS (CITY CODE TITLE 10)

Conditional Use Permit	\$200 plus \$500 escrow*
Home Occupation	\$200.00
Planned Unit Development	\$500 plus \$5,000 escrow *
Sign Permit	\$200.00
Variance	\$150.00
Zoning Amendment	\$500.00 plus \$1,500 escrow *

* Applicants are responsible for submitting the escrow payment in addition to assuming all city accrued costs on the application review.

NOTE: A private party or public institution (hereinafter applicant) making a request of the city must cover the cost of the request including consultants' costs. Prior to having the request considered by the city, the applicant must deposit an escrow fee in an amount that is estimated to cover the city consultant's costs as determined by the city administrator. If the city consultant's costs exceed the escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The city shall use the applicant's fees to cover the city's actual consultants' costs, publishing costs, and recording costs in reviewing the request regardless of the city's action on the applicant's request. If the applicant's escrow fees exceed the city's actual consultant's costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

Ordinance 2026-01
Exhibit A

Fees for Services Administered by the City of Lauderdale's Designated Building Official

The administration and issuance of permits, along with the collection of fees and services administered by the City of Lauderdale Designated Building Official shall be conducted in accordance with the Lauderdale City Code, Minnesota Statutes and Administrative Rules, and as provided by Exhibit A of this Ordinance. Fees are to be commensurate with the service provided. Permit fees not specifically identified within this Ordinance are based on the valuation determined in, Subdivision 2.

Subd. 1. Fee Multiplier Table (FMT). The following table establishes permit and inspection fees for all projects that require plan review or are not otherwise specifically identified within this fee schedule, including non-residential mechanical permits. The minimum fee for these permits is \$125. The cost of plan review is separate, if applicable.

Valuation	Permit Fee
\$1 to \$4,000	\$125.00
\$4,001 to \$25,000	\$125.00 for the first \$4,000 plus \$16.55 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$464.15 for the first \$25,000 plus \$12 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$501,000 to \$1,000,000	\$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000; and
\$1,000,001 and up	\$6,636.65 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof

Subd. 2. Plumbing Permit Fees for Non-residential or Multi-Family Structures Regulated under the Minnesota State Building Code and Minnesota Rules Chapter 1305. The following permit fee table is based upon the construction valuation of the plumbing system. The cost of plan review is separate, if applicable.

Valuation/Project Details	Permit Fee
\$0 to \$1,500	\$135.00
\$1,501 to \$2,500	\$135.00 for the first \$1,500, plus \$43 for each additional \$500 or fraction thereof, to and including \$2,500;
\$2,501 to \$5,000	\$221.00 for the first \$2,500, plus \$28 for each additional \$500 or fraction thereof, to and including \$5,000;

Valuation/Project Details	Permit Fee
\$5,001 to \$25,000	\$361.00 for the first \$5,000, plus \$53 for each additional \$1,000 or fraction thereof, to and including \$25,000;
\$25,001 to \$50,000	\$1,421 for the first \$25,000, plus \$51 for each additional \$1,000 or fraction thereof, to and including \$50,000;
\$50,001 to \$500,000	\$2,696 for the first \$50,000, plus \$47 for each additional \$10,000 or fraction thereof, to and including \$500,000;
\$500,001 to \$3,000,000	\$4,811 for the first \$500,000, plus \$61 for each additional \$50,000 or fraction thereof, to and including \$3,000,000; or
\$3,000,001 and over	\$7,861 for the first \$3,000,000, plus \$51 for each additional \$100,000 or fraction thereof;
Manufactured home park or campground	\$25 for each site, minimum charge of \$135
Single fixture permit	\$210.00

Subd. 3. Plumbing Permit Fees for Structures Regulated under the Minnesota Residential Code. The following table establishes plumbing permit fees for one and two-family residential structures.

Type of Plumbing Permit	Permit Fee, Per Dwelling Unit
New construction	\$150.00
Addition, alteration, remodel, or replacement	\$125.00
Basement finish – Owner-occupied, non-rental (owner performed work)	Included with building permit provided inspections are performed together (e.g. framing, rough-in plumbing and mechanical)
Basement finish – Rental property and/or contractor-performed work	\$125.00
Water heater, conditioning system, sewer or water connection, irrigation, backflow prevention, <i>or</i> another minor plumbing improvement	\$125.00
Water heater, conditioning system, sewer or water connection, irrigation, backflow prevention <i>and</i> other minor plumbing improvements, provided work is installed and inspected simultaneously	\$185.00

Subd. 4. Mechanical Permit Fees for Structures Regulated under the Minnesota Residential Code. The following table establishes mechanical permit fees for one and two-family residential structures:

Type of Mechanical Permit	Permit Fee, Per Dwelling Unit
New construction (HVAC, mechanical ventilation system, and gas lines)	\$150.00
Addition, alteration, remodel, or replacement	\$125.00
Basement finish – Owner-occupied, non-rental (owner performed work)	Included with building permit provided inspections are performed together (e.g. framing, rough-in plumbing and mechanical)
Basement finish – Rental property and/or contractor-performed work	\$125.00
Furnace, fireplace, air conditioner, garage heater, gas lines, miscellaneous appliance, <i>or</i> another minor HVAC improvement	\$125.00
Furnace, fireplace, air conditioner, garage heater, gas lines, miscellaneous appliance, <i>and</i> other minor HVAC improvements, provided work is installed and inspected simultaneously	\$185.00

Subd. 5 Fire Protection System Permits. The following table establishes permit and inspection fees for administration of fire protection permits as regulated according to Section 105.7.1 through 105.7.25 of the Minnesota State Fire Code (MSFC). The cost of plan review is separate, if applicable.

Valuation/Project Details	Permit Fee
\$0 to \$1,500	\$135.00
\$1,501 to \$2,500	\$135.00 for the first \$1,500, plus \$43 for each additional \$500 or fraction thereof, to and including \$2,500;
\$2,501 to \$5,000	\$221.00 for the first \$2,500, plus \$28 for each additional \$500 or fraction thereof, to and including \$5,000;
\$5,001 to \$25,000	\$361.00 for the first \$5,000, plus \$53 for each additional \$1,000 or fraction thereof, to and including \$25,000;
\$25,001 to \$50,000	\$1,421 for the first \$25,000, plus \$51 for each additional \$1,000 or fraction thereof, to and including \$50,000;
\$50,001 to \$500,000	\$2,696 for the first \$50,000, plus \$47 for each additional \$10,000 or fraction thereof, to and including \$500,000;
\$500,001 to \$3,000,000	\$4,811 for the first \$500,000, plus \$61 for each additional \$50,000 or fraction thereof, to and including \$3,000,000; or
\$3,000,001 and over	\$7,861 for the first \$3,000,000, plus \$51 for each additional \$100,000 or fraction thereof;
Operational permits	\$350.00, duration of permit determined by the Fire Code Official or their designee

Valuation/Project Details	Permit Fee
Minimum permit fee	\$210.00

Subd. 6. Plan Review Fees. The following fees apply when an administrative or technical plan review is completed for all projects that are not otherwise specifically identified within this fee schedule. Plan review is determined by the Designated Building Official or their designee.

(a) Building & Mechanical Permit Plan Review.

- (1) 65% of the permit fee as calculated in the FMT in Subd. 1.
- (2) Plan review fees for similar plans are set forth in Minnesota Rules 1300.0160.
- (3) Where a plan review fee is performed and charged for residential, the minimum fee for plan review is \$81.25.
- (4) Where a plan review fee is performed and charged for non-residential and multi-family, the minimum fee is \$150.00.

(b) Plan Revisions. Applicant-submitted changes:

(1) Non-Residential or Multi-Family Projects.

- (i) Review of plans for which the Designated Building Official or their designee has issued two (2) or more requests for additional information: \$125 per hour with a minimum of one-half (1/2) hour.
- (ii) Additional plan review required for changes, additions, or revisions to previously approved plans: \$125 per hour with a minimum of one-half (1/2) hour.

(2) Residential Projects.

- (i) Review of plans for which the Designated Building Official or their designee has issued two (2) or more requests for additional information: \$95 per hour with a minimum of one-half (1/2) hour.
- (ii) Additional plan review required for changes, additions, or revisions to previously approved plans: \$95 per hour with a minimum of one-half (1/2) hour.

(c) Abandoned Permit Applications. When an application requiring plan review is submitted, and the applicant either:

- (1) Elects not to proceed following completion of the review, or
- (2) The application is deemed abandoned by the Designated Building Official pursuant to Minnesota Rules 1300.0120, Subpart 9;

The applicant will be assessed one hundred percent (100%) of the plan review fee, for plan review and processing services, whether or not a permit is issued.

(d) **Non-Residential or Multi-Family Plumbing and Fire Construction Permit Plan Review:** the following table establishes plan review and audit fees, unless otherwise indicated. These fees are based on the construction valuation of the performed work. This does not include the cost of the permit.

Valuation/Project Details	Plan Review Fee
\$0 to \$1,500	\$135.00
\$1,501 to \$2,500	\$135.00 for the first \$1,500, plus \$28 for each additional \$500 or fraction thereof, to and including \$2,500;
\$2,501 to \$5,000	\$191.00 for the first \$2,500, plus \$25 for each additional \$500 or fraction thereof, to and including \$5,000;
\$5,001 to \$25,000	\$316.00 for the first \$5,000, plus \$33 for each additional \$1,000 or fraction thereof, to and including \$25,000;
\$25,001 to \$50,000	\$976 for the first \$25,000, plus \$31 for each additional \$1,000 or fraction thereof, to and including \$50,000;
\$50,001 to \$500,000	\$1,751 for the first \$50,000, plus \$23 for each additional \$10,000 or fraction thereof, to and including \$500,000;
\$500,001 to \$3,000,000	\$2,786 for the first \$500,000, plus \$41 for each additional \$100,000 or fraction thereof, to and including \$3,000,000; and
\$3,000,001 and over	\$3,811 for the first \$3,000,000, plus \$33 for each additional \$100,000 or fraction thereof;
Manufactured home park or campground (plumbing only)	One to 25 sites: \$300 26 to 50 sites: \$350 51 to 125 sites: \$400 More than 125 sites: \$500

Subd. 7. Industrialized Modular or Prefabricated Buildings, Plan Review and Inspection Fees.

(a) **Inspections and Audit Fees.** Inspection fees for industrialized modular or prefabricated buildings will be assessed at \$125 per hour.

(b) **Plan Review Fees.** The following fees are for plan review and inspections of industrialized or modular buildings as defined in Minnesota Statutes § 326B.103, subdivision 8a, and prefabricated buildings as defined in Minnesota Statutes § 326B.103, subdivision 10a.

- (1) Fees for the review of quality-control manuals, systems manuals, and related documents submitted are \$125 per hour.
- (2) Fees for the review of building plans, specifications, installation instructions, and related documents submitted include sixty five (65) percent of the fee, minimum plan review fee of \$150.00. Plan review is determined by Designated Building Official or their designee.

Subd. 8. Project/Construction Valuation Determination. Valuation shall be assessed in accordance with Minnesota Rules 1300.0160. It must be based on the contract value with tables published by the State of Minnesota or the International Code Council (ICC), or as outlined in the following Building Valuation Data (BVD) table.

Description	Value Per Square Foot
Slab on grade	\$17.00
Crawl space	\$22.00
Unfinished basement (new home or addition)	\$31.50
Basement finish (new home)	\$56.50
Basement finish (existing home)	\$25.00
Main/first floor area (new home or addition)	\$150.00
Second floor area (new home or addition)	\$125.00
Attached garage	\$75.00
Detached garage (slab on grade or frost protected footings)	\$60.00
Post & beam accessory structure, interior finished	\$60.00
Post & beam accessory structure, unfinished shell	\$25.00
Lean-to	\$25.00
Carport or gazebo	\$50.00
Garage conversion to living space	\$75.00
Porch, open	\$55.00
Porch, 3-season	\$130.00
Porch, 3-season on existing deck	\$100.00
Porch, screened or breezeway, non-conditioned area	\$90.00
Deck	\$45.00
Roof over existing deck	\$50.00
In-ground pool	\$40.00
Above-ground pool	\$15.00
Remodel, repair, alteration, other	Depends on the scope of work and required plan review and inspections

Subd. 9. Other Permits and Fees. The following table identifies costs for permits or fees associated with administration of either the Minnesota State Building Code or Lauderdale City Code. The minimum fee for the following permits is \$125. Plan review is charged according to Subd. 6 of this fee schedule, unless otherwise identified.

Description	Cost (FMT = Fee Multiplier Table)
Accessory structure building permit, residential	Refer to the FMT in Subd. 1 Maximum fee: \$850, includes plan review
Addition, alteration, remodel, or repair building permit	Refer to the FMT in Subd. 1
Agriculture permit exemption administrative application	\$250, includes preliminary site plan review
Basement finish building permit	Refer to the FMT in Subd. 1 Maximum fee: \$500, includes plan review
Change of use/occupancy	Refer to the FMT in Subd. 1 Minimum fee: \$300
Consultants, cost for service	If the actual cost to the City of Lauderdale for service provided by a contracted consultant is greater than indicated by this fee schedule, the greater rate shall be paid by the applicant.
Deck building permit	Refer to the FMT in Subd. 1 Maximum fee: \$675, includes plan review (pertains only if a residential deck is attached to the primary dwelling)
Demolition building permit, residential, non-residential, or multi-family	\$300, includes two (2) site inspections and administrative plan review
Fence building permit, over seven (7) feet high	Refer to the FMT in Subd. 1
Inspection, no fee specifically indicated	\$95 per hour, one (1) hour minimum
Inspection, outside normal business hours	\$150 per hour, two (2) hour minimum
Inspection, reinspection	\$95 per hour, one (1) hour minimum
Investigation	In addition to, but not to exceed, the original permit fee.
Manufactured home set-up building permit	\$375, includes mechanical and plumbing inspections and plan review
Mechanical single appliance permit, non-residential or multi-family	\$210.00
Mechanical temporary heating equipment, non-residential or multi-family	\$210.00
Miscellaneous building permit, no fee specifically indicated	Refer to the FMT in Subd. 1
Moved-in structure building permit, residential	\$250 if the structure being moved is within the City of Lauderdale; or \$250 plus \$95/hour plus mileage at the current IRS standard rate if the structure is located outside the City of Lauderdale

Description	Cost (FMT = Fee Multiplier Table)
Reissuance or renewal of a permit	Refer to the FMT in Subd. 1 and determined based on the remaining work to be completed. Minimum fee: \$50.00
Roof building permit, one and two-family residential	\$125.00
Siding building permit, one and two-family residential	\$125.00
Solar/Photovoltaic system building permit, one and two-family residential up to 3.5kW	\$175.00
Solar/Photovoltaic system building permit, one and two-family residential over 3.5kW	Refer to the FMT in Subd. 1
Solar/Photovoltaic system building permit, non-residential or multi-family	Refer to the FMT in Subd. 1
Window same size replacement building permit, one and two-family residential	\$125.00 per dwelling unit
Technology fee (includes contractor license verification)	\$10.00 per permit

Subd. 10. State Surcharge. In accordance with Minnesota Statutes § 326B.148, a state surcharge shall be charged on all permits, if applicable.

Subd. 11. Refunds. The Designated Building Official may authorize refunds of up to eighty percent (80%) of the issued permit fee when no work has commenced and no inspections have been performed.

- (a) Requests must be submitted in writing by the permit applicant within one hundred eighty (180) days of permit issuance.
 - (1) Within (10) business days of receipt, the Designated Building Official or their designee shall review the request and determine the amount to be refunded or provide written justification if the request is denied.
- (b) Fees retained shall cover expenses incurred for services rendered by the city and/or its consultant(s).
- (c) Refunds shall only be issued to the original payee.
- (d) No refunds shall be granted for the following:
 - (1) Plan review fees;
 - (2) Re-inspection fees;
 - (3) State surcharge fees;
 - (4) Fraudulent applications;
 - (5) Expired, revoked, suspended, or invalid permits;
 - (6) Technology fee, unless canceled within the same business day; or

(7) Contractor license verification.

Subd. 12. Work Without a Permit. If work requiring a permit under state law, rule, or Lauderdale's City Code has commenced without first obtaining a permit, an investigation shall be conducted before a permit may be issued. Investigation fees are identified in Subd. 10 of this fee schedule. This fee is in addition to the permit fee and is due whether or not a permit is ultimately issued.

Subd. 13. Abandonment, Expiration, Revocation/Suspension, or Validity. The validity, expiration, suspension, and revocation of permits shall be governed by Minnesota Rules 1300.0120 and the following:

- (a) An application for a permit for any proposed work shall be considered abandoned one hundred eighty (180) days after the date of filing, except in the following cases:
 - (1) The application has been actively pursued in good faith by the applicant, as determined by the Designated Building Official or their designee; and
 - (2) A written request for an extension, not to exceed one hundred eighty (180) days, has been submitted with justifiable cause demonstrated, and the extension has been approved by the Designated Building Official or their designee.
- (b) Every permit issued shall expire unless the authorized work is commenced within one hundred eighty (180) days of issuance. The Designated Building Official or their designee may grant written extensions of time, not to exceed one hundred eighty (180) days, if the applicant demonstrates justifiable cause.
- (c) The Designated Building Official or their designee may suspend or revoke a permit if it was issued in error, if the application contained incorrect, inaccurate, or incomplete information, or if there is a violation of any state law, rule, or ordinance.
- (d) The issuance of a permit, or the approval of plans, specifications, or computations, shall not be construed as authorization for any violation of this code or any other ordinance of the City of Lauderdale. Any permit purporting to authorize work in violation of the code or other ordinances shall be invalid. A permit also becomes invalid if the authorized work is suspended or abandoned for more than one hundred eighty (180) days, commencing on the first day the work was suspended or abandoned.

Subd. 14. Subsurface Sewage Treatment System (SSTS) Fees. The following table identifies costs associated with SSTS administration and permits.

Description	Fee
SSTS: Type I, II, or III (new or replacement)	\$450.00 (includes soil verification)
SSTS: Type IV or V (new or replacement for performance or engineered systems)	\$375.00 + Actual Cost
Holding Tank (additional maintenance and operating permits required)	\$350.00 (includes first years' operating permit)
Soil Site Review (charged in addition to the land use application)	\$250.00 + \$100.00 per lot
SSTS Abandonment/Removal	\$125.00

Description	Fee
Operating Permit	\$200.00 annually, or as determined by the Designated Building Official or their designee
Maintenance Permit	\$20.00
SSTS Reinspection	\$95.00 per hour, 1 hour minimum

Subd. 15. Biennial Rental Licensing. The following table identifies costs associated with administration of the Lauderdale's rental licensing program.

Type of Dwelling	License Fee
Condo	\$150.00 per dwelling unit
Townhome (attached or detached)	\$200.00 per dwelling unit
Single family dwelling	\$250.00 per dwelling unit
Duplex	\$300.00 per building
Multi-family (3+ units)	\$400.00 per building + \$25.00 per unit
Reinspection for condo, townhome, single family, or duplex	\$100.00 each, after the first reinspection
Reinspection for multi-family	\$100.00 per hour, one (1) hour minimum
Late application fee (following the expiration of the license)	1 – 15 days: 50% of the license fee 16+ days: 100% of the license fee
Point of conversion (existing homes)	\$500.00
Technology fee	\$10.00 per license application/property

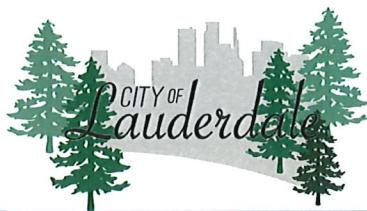
Subd. 16. Zoning Permits. The following table identifies permit fees that are regulated under Lauderdale's Zoning Code. The fees identified below include site plan review and a final inspection.

Type of Improvement	Zoning Permit Fee
Driveway	\$250.00
Agricultural zoning permits	\$250.00
Fences seven (7) feet high and under	\$250.00
Accessory structures 200 square feet and under	\$250.00

Appendix B

2026 Civil Penalty Fee Schedule for Alcohol Violations

Type of Violation	1 st	2 nd	3 rd	4 th
1. Commission of a felony related to the licensed activity	Revocation	N/A	N/A	N/A
2. Sale of alcoholic beverages while license is under suspension	Revocation	N/A	N/A	N/A
3. Sale of alcoholic beverages to under-age persons	\$1000 +6 days	18 days	30 days	Revocation
4. After hours sale of alcoholic beverages	\$1000 +6 days	18 days	30 days	Revocation
5. After hours display or consumption of alcoholic beverages	\$1000 +6 days	18 days	30 days	Revocation
6. Refusal to allow city officials to inspect premises	\$1000 +18 days	30 days	Revocation	
7. Failure to take reasonable steps to stop person from leaving premises with alcohol beverages	\$1000 +6 days	18 days	30 days	Revocation



January 9, 2026

Heather Butkowski, City Administrator
City of Lauderdale
Sent via Email

RE: 2026 Fee Schedule Recommendation

Dear Ms. Butkowski,

Rum River Consultants' (RRC) leadership has been meeting since late summer to evaluate and update our recommended fee schedule for 2026. This annual review supports our commitment to provide a transparent, cost-based fee structure that complies with state law, industry models, and the needs of our jurisdictions.

We remain mindful of our shared goal to keep fees as low as possible and kept that at the forefront of our recommendation. During the 2025 legislative session, laws were amended for certain plan review and permit fees. The proposed schedule also incorporates those changes to ensure consistency with state law and administrative intent. We also monitored a bill that, had it passed, would have limited a jurisdiction's ability to recover actual costs for state-mandated regulatory services. To help protect our communities, RRC strengthened language to ensure fees remain defensible under the Minnesota State Building Code (MSBC), Minnesota State Fire Code (MSFC), and local ordinances.

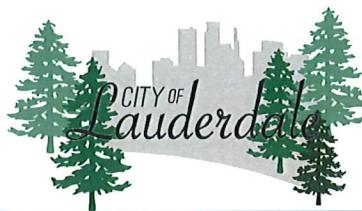
Most of the services RRC provides are governed by Minnesota Statutes and Rules, and to deliver the level of service required by law, fees must accurately reflect the effort, expertise, and resources necessary to administer mandated programs. The following are highlights of the attached recommended fee schedule and organized by the corresponding subdivision.

Breakdown of Rum River Consultants' 2026 Recommended Fee Schedule

Significant Format Change. Over the past year, RRC received consistent feedback from permit applicants, contractors, jurisdiction staff, and elected officials that the previous format made it difficult to quickly identify permit types and understand how certain fees were applied. In response, we completed a comprehensive formatting update for 2026. This includes consolidating similar permits, removing repetitive language, reorganizing items into clear subdivisions, and aligning terminology with current Minnesota laws. The intent is to provide a clean, logical structure that improves usability, reduces confusion, and demonstrates the direct connection between state-mandated requirements and local fee implementation. This redesign also promotes consistency across the jurisdictions RRC serves.

Subd. 1 – Fee Multiplier Table (FMT). The FMT continues to mirror the State of Minnesota permit fees outlined in Minnesota Statute § 326B.153 following the minimum fee line.

Subd. 2 – Non Residential & Multi-Family Plumbing. Minnesota Statutes § 326B.49 was amended during the 2025 legislative session regarding plan review and permit fees for plumbing work in public and state-



licensed facilities. The recommended schedule reflects these statutory changes and includes a single-fixture permit option to help keep costs low for small-scope projects.

Subd. 3 – Residential Plumbing. Plumbing permit fees are waived for basement finishes when the home is owner-occupied, non-rental, the owner performs the work, and inspections occur in coordination with rough-in inspections. Clarified language also distinguishes between singular fixture permits and combined fixture permits for additional savings.

Subd. 4 – Residential Mechanical. Mechanical permit fees are waived under the same conditions described in Subd. 3. Language was clarified to distinguish singular appliance permits from combined for coordinated installations resulting in lower fees for combined permits.

Subd. 5 – Fire Construction Permits. This mirrors the structure and approach used in Subdivision 2. Operational permits were added as required under the MSFC. A single-fixture fee is included to keep smaller projects affordable.

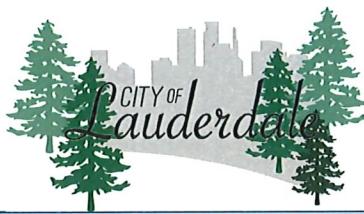
Subd. 6 – Plan Review Fees. Minimum fees were evaluated based on actual time and certification requirements. Residential plan reviews use a minimum equal to 65% of the base permit fee (\$81.25), and non-residential plan reviews use a \$150 minimum due to required certifications and complexity. Updates also incorporate abandoned application provisions, and outline plan revisions.

Subd. 7 – Industrialized Modular or Prefabricated Buildings. A new statute (§ 326B.154) was enacted for these building types, necessitating this addition. The subdivision reflects state-required plan review and inspection processes.

Subd. 8 – Project/Construction Valuation Determination. The Building Valuation Data table remains unchanged from 2022, and no increase is proposed for 2026. Including the BVD within the adopted fee ordinance is recommended for transparency and consistency.

Subd. 9 – Other Permits and Fees. This subdivision is now organized alphabetically. Key items include:

- Maximum fee caps for basement finishes, accessory structures, and decks. These caps help reduce costs for larger projects.
- Combined residential basement finish plumbing and mechanical permits for owner-performed work, eliminating the need for separate permits, saving money and simplifying the process for homeowners.
- Technology fee (retained by RRC) consolidating digital administration, including secure data processes and contractor license verification.
- Cost for service when external professional services exceed standard fees.
- Balanced demolition and moved-in structure fees.



Manufactured home set-up permit fees were adjusted to include plan review, mechanical, and plumbing work which results in the fee being lowered by \$162.50.

Subd. 10 – 14: Surcharge, Refunds, Work Without a Permit, Application Abandonment, and SSTS.

Language was clarified to align with best practices and state law. Subsurface Sewage Treatment System (SSTS) permits were moved to their own subdivision and adjusted to match the type of system. This was recommended by the Minnesota Pollution Control Agency (MPCA) and is considered best practices.

Subd. 16 – Zoning Permits. When RRC is requested to administer zoning permits, these represent the minimum fees necessary to reflect the service provided. If the City of Oak Grove does not administer zoning permits, this subdivision can be removed prior to it going before the City Council.

Subd. 15 – Biennial Rental Licensing. No changes aside from the technology fee.

Subd. 16 – Zoning Permits. For jurisdictions where RRC administers zoning permits, these represent the minimum fees necessary to reflect the service provided.

We welcome the opportunity to meet in person or virtually to walk through the proposed changes, answer questions, and help prepare a recommendation for the City Council.

The 2026 recommended fee schedule is attached in Word format. RRC respectfully requests this schedule be approved as an Exhibit to the City's 2026 Fee Schedule Ordinance. If edits are proposed, please use track changes so they can be reviewed efficiently. If certain fees do not apply to your community, feel free to remove them. We look forward to your feedback.

Thank you,

Carri Levitski
Senior Advisor | Government Relations
Rum River Consultants

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	January 13, 2026	Agenda Item	2026 Committees
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Action Requested

Consent	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input checked="" type="checkbox"/>
Action	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>	Work Session	<input type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council determines committee assignments and makes other designations at the beginning of the year. The following document has the committee assignments and designations from last year. Staff carried over the assignments from 2025 to 2026 as a starting point for the discussion. Staff will revise the assignments base on the discussion.

STAFF RECOMMENDATION:

Motion to adopt committee assignments and designations as discussed.

CITY OF LAUDERDALE
2026 APPOINTMENTS

	2025	2026
Mayor Pro Tem	Sayre	Sayre
Bank Signatories	Gaasch Butkowski	Gaasch Butkowski
Building Official:	Rum River Consultants	Rum River Consultants
Data Practices Officer	Butkowski	Butkowski
Data Practices Compliance Officer	City Attorney	City Attorney
Environment and Sustainability Commission	Dains	Dains
LMC	Council: Gaasch Staff: Butkowski	Council: Gaasch Staff: Butkowski
Metro Cities	Council: Gaasch Staff: Butkowski	Council: Gaasch Staff: Butkowski
MWMO	Dains Alt: Gaasch	Dains Alt: Gaasch
NYFS	Kelly	Kelly
NSCC (NineNorth)	Council: Pulford Alt: Sayre	Council: Pulford Alt: Sayre
Police Liaison	Council: Gaasch/Sayre Staff: Butkowski	Council: Gaasch / Sayre Staff: Butkowski
RCLLG	Council: Pulford Alt: Gaasch	Council: Pulford Alt: Gaasch
Roseville Area School Liaison	Kelly	Kelly
SRA	Council: Dains Alt: Butkowski	Council: Dains Alt: Butkowski

Zoning Admin.	Bownik	Bownik
City Engineer	Stantec	Stantec
City Civil Attorney	Kennedy & Graven	Kennedy & Graven
City Pros. Attorney	H/J Law	H/J Law
Official Newspaper	<i>Pioneer Press</i>	<i>Pioneer Press</i>

NOTE: Any council member may attend LMC, Metro Cities, or RCLLG Meetings.

Committees & Commissions

Mayor Pro Tem: The council member that will preside over the meeting in the mayor's absence.

League of Minnesota Cities (LMC): As a LMC member city, the City receives many services, the two most important being training and representation at the Capitol. The City also purchases insurance through the League's Insurance Trust. There are many different types of LMC meetings and trainings happening year-round. All council members are able to get involved. The duty of the LMC appointee is to vote on the City's behalf at the annual meeting, if present.

Metro Cities: Metro Cities represents the interests of member cities in the seven-county metropolitan area, primarily representing cities before the Metropolitan Council and at the Capitol. The primary duty of the appointee is to vote on the City's behalf at the annual meeting.

Mississippi Water Management Organization (MWMO): The City is one member of a joint powers board that manages and monitors the storm water quality in the Middle Mississippi Watershed area. The MWMO covers the south and west part of the City.

North Suburban Cable Commission (NSCC): The City is one of nine northern suburbs that jointly administer a cable franchise agreement with Comcast. The commission also oversees the operation of the local access stations and the institutional network. The board meets the first Thursday evening of each month at the cable commission office in Roseville.

Northeast Youth and Family Services (NYFS): The City became a member in 2022. The Board traditionally meets the fourth Thursday of the month from 8:30-10:00AM. The Board may skip the August meeting and combines the November and December meetings for a total of ten - eleven meetings a year.

Police Liaison: The police liaison meets with the St. Anthony Police Chief as needed.

Ramsey County League of Local Governments (RCLLG): Ramsey County cities, school districts, and special districts meet monthly to network and learn through common issues. Meetings are held in the evening on the third Thursday of the month at alternating locations in Ramsey County. Each meeting is organized around a topic or trainer.

Roseville Area School Liaison: Quarterly, the superintendent meets with local elected city, county, and school district officials to share updates on the school system and its buildings. The meetings generally start at 7:30 a.m.

Suburban Rate Authority (SRA): The Suburban Rate Authority consists of metro communities in a joint powers arrangement that collectively work together to represent municipal interests in dealings with public utility providers like Xcel Energy and CenterPoint Energy. The group also provides a voice for rate payers when the Public Utilities Commission and utility providers negotiate rate increases and service changes. The committee meets quarterly (third Wednesday) at member city locations.

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	January 13, 2026	Agenda Item	Purchasing Policy
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Action Requested

Consent	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input checked="" type="checkbox"/>
Action	<input checked="" type="checkbox"/>	Resolution	<input type="checkbox"/>	Work Session	<input type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City's purchasing policy was last updated in 2015. State law around purchasing and bidding requirements have changed during that time. The draft purchasing policy included in the packet was revised with the assistance of the city attorney. The purpose of the policy is to be both transparent when making purchases but also weight the cost of the formal public bidding process against the benefits. The formal public bidding processes is only required for purchases expected to be over \$175,000 because the process comes with costs for preparing, publishing, and formally evaluating responses. These costs should not outweigh the benefits.

The document was converted from a PDF to Word and has some formatting issues that aren't correctable while showing edits. Staff will be able to clean these issues up after adoption.

STAFF RECOMMENDATION:

Motion to adopt the Purchasing and Contracting Policy as presented.



Policy: Purchasing and Contracting

Effective: June 30, 2015

Revised: January 13, 2026

Fiscal Policy

The City of Lauderdale requires that all expenditures be valid based upon the public purpose for which it is purchased or contracted and the specific or implied authority for the expenditure found in Minnesota State Statutes and as authorized as part of the City of Lauderdale's annual budget.

This policy is to establish procedures for purchasing and contracting on behalf of the City, who declares its intention to purchase and contract competitively without prejudice and to seek the maximum value for every dollar expended.

Purchases of less than \$1,000

A. Process

~~The purchase may be made in the open market by an authorized purchaser. Authorized purchasers are strongly encouraged to seek quotations.~~



Policy: Purchasing and Contracting

Effective: June 30, 2015

Revised: January 13, 2026

Purchases ~~from up to \$1,000 to \$10,000~~\$25,000

If the purchase amount is estimated to be up to \$25,000~~exceeded \$1,000 but not to exceed \$10,000~~, the purchase may be made in the open market or after obtaining a minimum of two written quotes, if practicable. The Purchase under \$5,000 shall be authorized by the City Administrator or designee if the item is identified in the current year's adopted budget. If not included in the current year's budget, the City Administrator shall bring the item to the City Council for approval. City staff may negotiate for more favorable pricing and terms among the vendors that provided quotes.

~~Purchases from \$10,000 but not exceeding \$50,000~~

~~If the purchase or contract is expected to exceed \$10,000 but not to exceed \$50,000, the City Council has the discretion to make the purchase or contract by obtaining quotes or it may buy the item on the open market. If the City Council chooses to obtain quotations, at least two written quotes will be forwarded to the City Council with a recommendation for selection and approval. City staff may negotiate for more favorable pricing and terms among the vendors that provided quotes.~~

Purchases ~~from exceeding \$50,000~~\$25,000 but not exceeding

\$100,000~~175,000~~

If the purchase or contract is expected to exceed ~~\$50,000~~\$25,000 but not to exceed ~~\$100,000~~\$175,000, the City Council can choose to use either the competitive bidding process or make the purchase or contract by direct negotiation. If direct negotiation is used, at least three~~two~~ written quotations will be forwarded to the City Council with a recommendation for selection and approval when possible. City staff may negotiate for more favorable pricing and terms among the vendors that provided quotes.

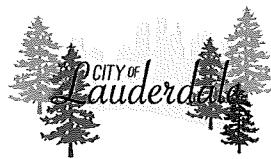
Purchases ~~exceeding \$100,000~~\$175,000

The City will use competitive bidding process with the law applying to:

- Contracts for the sale, purchase or rental of supplies, materials or equipment.
- Contracts for the construction, alteration, repair or maintenance of real or personal property.

Bidding Procedures

Once the engineer or City staff has prepared the necessary specifications, the City Council will seek competitive bids if the law requires or the City Council believes they are desirable.



Policy: Purchasing and Contracting

Effective: June 30, 2015

Revised: January 13, 2026

- Specifications - for the purchase of supplies or equipment or public improvements. The City cannot prepare specifications to exclude all but one type of supply or equipment.
- Bid Advertisement - the published notice should contain at least the following information.
 - A description of the project or purchase being sought. The availability and location of specifications.
 - Bid requirements (such as sealed bids or security). Where the bids must be submitted.
 - The deadline for submitting bids.
 - The time and place of the bid opening.
 - The City officers who will be present for the opening.
 - A statement indicating that the City may delay the award, until certain events occur.
- Opening and Tabulation of Bids - bids should be kept unopened by the City Clerk until after the closing time for receiving them. At the time set by the City Council in the advertisement, the bids should be opened publicly in the presence of the officials named in the bid advertisement. All bids should be opened and tabulated at a public meeting by the City Council or in advance of the council meeting by designated officials.
- Award of Bids - contracts must generally go to the lowest responsible bidder. (Minnesota Statutes Section 412.311, subd. 1 and Minnesota Statutes Section 429.041, subd. 2.) Tabulation of quotations must be forwarded to the City Council with recommendation for selection and approval with all contracts approved by resolution.

Cooperative Purchasing

The City may increase savings from bulk discounts by making purchases jointly with one or more governmental units through joint powers agreement. Under these programs, several governmental units can enter into an agreement to authorize one party to solicit bids and provide for the purchase at the option of each participating governmental unit. Once the governmental units agree on the specifications of the item, one party may advertise for bids on behalf of all parties that participate in the agreement. Rather than specify a specific number of items, the advertising



Policy: Purchasing and Contracting

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participant will advertise for a range of quantities estimated for the entire group. Each participating unit can make the final decision on whether to purchase the items from the successful bidder.

The City may also participate in other state and national cooperative purchasing ventures. For example, the City currently participates in the Cooperative Purchasing Venture (CPV) administered by the Minnesota State Board of Administration and U.S Communities Government Purchasing Alliance. The City may participate in any cooperative purchasing venture so long as the pricing was competitively bid by another government entity.

Exemptions

A number of City contracts, purchases, or related agreements are not subject to the competitive bidding laws. Common exemptions, exceptions, or alternatives:

- Non-contracts. An agreement that does not meet the definition of a contract under the competitive bidding law is exempt, such as refuse hauling, janitorial services, tree trimming and removal, street sweeping, etc.
- Electronic purchases through reverse auctions. Vendors compete to provide the requested supplies, materials, or equipment at the lowest selling price in an open and interactive electronic environment.
- Electronic sales of surplus supplies, materials, and equipment. The City may, regardless of value, sell surplus, obsolete or unused supplies, materials, and equipment using an electronic process in which purchasers compete to offer the highest purchase price in an open and interactive environment.
- Best value contracting. Under certain circumstances, the City may use best value contracting for construction projects. The City is allowed to consider performance criteria in addition to price in the selection process.
- Intergovernmental contracts.
- Real estate contracts. The purchase or sale of real property is not required to be competitively bid.
- Professional service contracts. The City is not required to follow competitive bidding process when contracting for professional services such as those provided by engineers, lawyers, architects, accountants, as



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well as other services requiring technical, scientific or professional training.

- Insurance contracts. The City is not required to follow competitive bidding requirements for insurance contracts. Once City employment of 25 or more employees is met, the City must solicit through a request for proposal.
- Emergency contracts. The Emergency Management Act provides for the City to declare an emergency for a limited period of time. During an emergency or disaster per Minnesota Statutes Section 12.37, the City is not required to use mandated contracting procedures for performance of public work, contracting, employing temporary workers, renting equipment and purchasing supplies and materials.
- Sewer Emergencies: City staff is authorized to contract for services to address the sewer emergency and provide for any immediate clean up necessary to meet the City's obligations under the law without prior City Council approval. Staff is also authorized to contract with any outside company to address the source of the problem without prior City Council approval.
- Some intergovernmental construction contracts. Competitive bidding is not required for a cooperative agreement to construct a project with the state or another political subdivision of the state when the other unit does the construction. This applies only where there is an agreement prior to the initial advertising for bids on the project.
- Public improvements made by a developer. The construction and installation of public improvements made by a developer or a developer's contractor do not need to comply with competitive bidding requirements.

General Provisions

City staff should not be burdened with, nor encourage visits from supplier's representatives except where it is to obtain a quotation on goods or services.

City staff shall keep themselves free of obligation to any of the City's vendors. City staff are not to split orders to attempt to circumvent any provisions of the State law or any policy established by the City regarding purchasing.

Any willful violation of this policy will be reported promptly to the City Administrator and City Council and could be subject to disciplinary action.

Signed:

Mayor Mary Gaasch

Date:

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	January 13, 2026	Agenda Item	Community Inclusion
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Action Requested

Consent	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input checked="" type="checkbox"/>
Action	<input checked="" type="checkbox"/>	Resolution	<input checked="" type="checkbox"/>	Work Session	<input type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City Council added a discussion on community inclusion in light of the activities of the US Immigration and Customs Enforcement and US Border Patrol. Attached are the documents reviewed by the city council during the meeting. The Council voted to adopt Resolution No. 011326E to Support and Stand with All Members of the Community of the City of Lauderdale.

STAFF RECOMMENDATION:

RESOLUTION NO. 011326E

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

**RESOLUTION TO SUPPORT AND STAND WITH ALL MEMBERS OF THE
COMMUNITY OF THE CITY OF LAUDERDALE**

WHEREAS, the City of Lauderdale is home to an increasingly diverse population; and,

WHEREAS, it is in the best interest of our community to promote and protect equal access to the rights, freedoms, and interests that make our community safe, vibrant, and inclusive; and,

WHEREAS, the City hereby affirms that it does not operate its programs and services with the intent or for the purpose of enforcing federal immigration laws; and, that the City does not require the disclosure of immigration status of our residents to participate in programs or receive services; and,

WHEREAS, the City declares that equal protection under the law shall not be limited or denied by the City of Lauderdale on the basis of race, color, creed, religion, national origin, immigration status, sex, marital status, disability, status with regard to public assistance, sexual orientation, gender identity, or age.

NOW, THEREFORE, BE IT RESOLVED, that the Lauderdale City Council adopts this resolution to stand with and support all members of our community, and to continue to welcome change, growth, and diversity in the years to come.

Adopted by the City Council of the City of Lauderdale, Minnesota, on January 13, 2026.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

RESOLUTION 071117A

CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA

**RESOLUTION TO SUPPORT AND STAND WITH ALL MEMBERS OF THE
COMMUNITY OF THE CITY OF LAUDERDALE**

WHEREAS, the City of Lauderdale is home to an increasingly diverse population; and,

WHEREAS, it is in the best interest of our community to promote and protect equal access to the rights, freedoms, and interests that make our community safe, vibrant, and inclusive; and,

WHEREAS, the City hereby affirms that it does not operate its programs and services with the intent or for the purpose of enforcing federal immigration laws; and, that the City does not require the disclosure of immigration status of our residents to participate in programs or receive services; and,

WHEREAS, the City declares that equal protection under the law shall not be limited or denied by the City of Lauderdale on the basis of race, color, creed, religion, national origin, immigration status, sex, marital status, disability, status with regard to public assistance, sexual orientation, gender identity, or age.

NOW, THEREFORE, BE IT RESOLVED, that the Lauderdale City Council adopts this resolution to stand with and support all members of our community, and to continue to welcome change, growth, and diversity in the years to come.

Adopted by the City Council of the City of Lauderdale, Minnesota, on July 11, 2017.



Mary Gaasch, Mayor

ATTEST:



Heather Butkowski, City Administrator

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

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Mayor Gaasch opened the floor for public comment at 7:44 p.m. Being that there were no parties interested in speaking, she closed the floor at 7:44 p.m.

Councilor Grove moved and seconded by Councilor Moffatt to adopt Ordinance 17-03 Amending Title 3, Chapter 2 of the Code of Ordinances Regarding Liquor Control and Title 7, Chapter 1 of the Code of Ordinances Regarding City Parks. Motion carried unanimously.

Discussion/Action Item

A. Resolution 071117A – A Resolution to Support and Stand with All Members of the Community of the City of Lauderdale

Previously, council members discussed a resolution that would affirm the City's goal to be welcoming and inclusive to all. Based on the feedback from that conversation, Council Member Dolphin drafted a resolution for Council Consideration.

Before making a determination on the resolution, Mayor Gaasch opened the floor to public comment. Wally Borner of 1754 Walnut Street approached the Council. He stated that he would like to see the city focus on things within their control when it comes to inclusivity and not make unattainable proclamations. He also questioned whether such a resolution could be a liability. The Council thanked Mr. Borner for his input.

Councilor Dolphin moved and seconded by Councilor Grove to adopt Resolution 071117A – A Resolution to Support and Stand with All Members of the Community of the City of Lauderdale. Councilor Grove seconded the motion and it carried unanimously.

B. Resolution 071117B – A Resolution Expressing the Commitment of the Lauderdale City Council to Protect the Children and Grandchildren of this Community from the Risks of Climate Destruction

Previously, council members discussed adopting a resolution that affirms the City's commitment to doing its part in response climate change. Based on the feedback, staff drafted a resolution for Council consideration.

Before making a decision on the resolution, Mayor Gaasch opened the floor to public comment. Wally Borner approached the Council. He stated that not all scientists believe that the climate is changing and expressed concern over the use of the term climate destruction. The Council again thanked Mr. Borner for attending the meeting and sharing his thoughts.

Councilor Moffatt moved and seconded by Councilor Grove to adopt Resolution 071117B – A Resolution Expressing the Commitment of the Lauderdale City Council to Protect the Children and Grandchildren of this Community from the Risks of Climate Destruction. The motion carried unanimously.

LAUDERDALE CITY COUNCIL
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June 13, 2017

purchasing policy, something of this price would require two quotes. Due to the additional cost for the engineer to prepare the documents to quote the project, estimated at around \$2,500, he suggest the City work with a contractor it has used in the past for this sort of work to eliminate most of the engineering costs. Staff recommended doing this if the Council supported the concept. The Council expressed support for having the city engineer work with contractor at a cost of less than \$1,000.

C. Drafting a Statement on Climate Change

The Council engaged in a discussion regarding human involvement in climate change, specifically in light of the United States' withdrawal from the Paris Accord. The Council discussed being as progressive as possible in regards to green energy. The Council also pledged to continue moving forward with the GreenStep City process to reach the next tier. Staff will draft a resolution to that effect for an upcoming meeting.

D. Drafting a Statement of Inclusivity

Council members revisited the topics of inclusivity to make sure the City remains open and inclusive to everyone. Staff provided examples of what others have adopted. The Council directed staff to draft a resolution to this effect for an upcoming meeting. Councilor Dolphin offered to draft the language.

E. Insurance Renewal Tort Liability Waiver

The City's insurance policy runs through July 31 of each year. Annually, the City Council must determine whether to waive the municipal tort liability limits established by state statute. The City has not waived them in the past as it opens the City to greater financial liability and would require the purchase of additional insurance.

Council Member Grove moved and seconded by Councilor Moffatt not to waive the monetary limits on municipal tort liability established by MS 466.04. Motion carried unanimously.

Set Agenda for Next Meeting

Administrator Butkowski stated the next meeting may include a League of Women Voters Housing Report, the May Financial Report, a Resolution for the 1821 Lake Street Variance Request, and setting the date of the goal setting session.

Work Session

A. Opportunity for the Public to Address the City Council

Mayor Gaasch opened the floor to anyone in attendance that would like to address the Council. There being none, the floor was closed.

Immigration Violations

413.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to members of the St. Anthony Police Department relating to immigration and interacting with federal immigration officials.

413.2 POLICY

It is the policy of the St. Anthony Police Department that all members make personal and professional commitments to equal enforcement of the law and equal service to the public. Public Confidence in this commitment will increase the effectiveness of our police department in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their national origin or immigration status. We must not create an atmosphere in which people within our community are afraid to approach officers due to immigration status.

The St. Anthony Police Department will not detect, attempt to apprehend, take into custody any person based on immigration status alone.

413.4 ENFORCEMENT

An officer shall not detain any individual based solely on federal immigration detainer under 8 CFR 287.7, unless the person has been charged with a federal or state crime, or the detainer is accompanied by a warrant, affidavit of probable cause, or removal order signed by a judge.

413.4 ARREST NOTIFICATION TO IMMIGRATION AND CUSTOMS ENFORCEMENT

Generally, an officer should not notify federal immigration officials when booking arrestees at a county jail facility. Any required notification will be handled according to jail operation procedures. No individual who is otherwise ready to be released should continue to be detained solely for the purpose of notification.

413.5 FEDERAL REQUESTS FOR ASSISTANCE

Requests by federal immigration officials for assistance from this department should be directed to a supervisor. The Department may provide available support services, such as traffic control or peacekeeping efforts.

413.6 INFORMATION SHARING

No member of this department will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373):

- (a) Sending information to, or requesting or receiving such information from federal immigration officials
- (b) Maintaining such information in department records
- (c) Exchanging such information with any other federal, state, or local government entity

St. Anthony Police Department

Policy Manual

Immigration Violations

413.7 U VISA AND T VISA NONIMMIGRANT STATUS

Under certain circumstances, federal law allows temporary immigration benefits, known as a U visa, to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U)).

Similar immigration protection, known as a T visa, is available for certain qualifying victims of human trafficking (8 USC § 1101(a)(15)(T)).

Any request for assistance in applying for U visa or T visa status should be forwarded in a timely manner to the Investigation Unit supervisor assigned to oversee the handling of any related case. The Investigation Unit supervisor should:

- (a) Consult with the assigned investigator to determine the current status of any related case and whether further documentation is warranted.
- (b) Contact the appropriate prosecutor assigned to the case, if applicable, to ensure the certification or declaration has not already been completed and whether a certification or declaration is warranted.
- (c) Address the request and complete the certification or declaration, if appropriate, in a timely manner.
 1. The instructions for completing certification and declaration forms can be found on the U.S. Department of Homeland Security (DHS) website.
- (d) Ensure that any decision to complete, or not complete, a certification or declaration form is documented in the case file and forwarded to the appropriate prosecutor. Include a copy of any completed form in the case file.



Kennedy & Graven
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300 direct

MEMORANDUM

TO: Heather Butkowski, City Administrator

FROM: Ron Batty, City Attorney
Alex Furcich, Assistant City Attorney

DATE: January 13, 2026

RE: **Guidance for Staff Interaction with U.S. Immigration and Customs Enforcement**

Background

This memorandum was updated on January 13, 2026. The immigration enforcement landscape is constantly evolving under the current Presidential Administration. There is pending litigation that relates to many pieces of guidance in this memo, the resolutions of which may affect the legal conclusions in the memo.

The purpose of this memo is to provide written guidance regarding the rights that city employees have related to U.S. Immigration and Customs Enforcement (“ICE”) or other federal immigration enforcement agencies’ requests for information or presence on city property. ICE may interact with city employees or be present on city property for various purposes. While ICE is the most common federal immigration law enforcement agency, other federal authorities may also have a more ongoing and increasing presence in local communities, including Customs and Border Patrol, Homeland Security Teams, and the Department of Justice. The description of authority and rights information in this memo can be applied to interactions with any federal immigration enforcement agents or authorities.

The memo will also aim to describe the legal limitations on the authority of federal immigration enforcement in local communities, which directives invoke mandatory compliance, and which can be followed at the City’s discretion. Cities are advised to consult with their counsel to determine the best plan of action for the implementation of open-ended questions and formulate a plan of action that is specific to a community’s individual desires.

I. What types of actions or directives from ICE Agents must city staff comply with?

While we cannot say with certainty which types of official action or directive ICE agents may use in local communities, there are several situations in which federal authorities may engage with cities. The chart below describes various types of ICE action, which invoke varying levels of

compliance requirements for local officials. A city should work closely with its counsel on any type of ICE request or directive.

Type of Action or Document	Description of Action or Document	Is City Staff required to Comply?
ICE visit with a judicial warrant	Judicial warrants are issued by a federal judge and are typically used to search property, although they can also be used to arrest individuals.	Yes. City staff need to allow for the search as described by the warrant or for the arrest authorized by the warrant.
ICE visit with an administrative warrant	Administrative warrants have been regularly issued by the Department of Homeland Security or ICE and are typically used to arrest a specific person named in the warrant. An administrative warrant does not allow ICE agents to enter any areas that are not open to the public. They do not allow ICE agents to search anything, including city records, that are not publicly available.	These warrants do not give ICE authority to enter non-public areas. While they may grant ICE agents the authority to arrest a specific person in a public place, city staff is not legally required to take any affirmative action (such as allowing agents into non-public spaces, allowing a search of city property, or providing information on certain individuals).
City served a judicial subpoena.	A judicial subpoena is a formal written order directing a person to compel either: 1) their testimony as a witness in court or in a deposition; or 2) the production of evidence under a penalty for failure to comply. Judicial subpoenas are issued by a judicial court. Only certain city employees may be authorized to accept subpoenas or to decide whether to comply.	Likely yes. Any subpoenas received by the city should be immediately forwarded to the City Attorney for review. Subpoenas may raise data privacy issues.
City served an administrative subpoena.	An administrative subpoena is a written document directing the same as a judicial subpoena. However these are administrative in nature and are issued normally by a federal agency. These are non-judicial.	Failure to comply may create penalties if the issuer of the subpoena attempts to enforce it in court. Any subpoenas received by the city should be immediately forwarded to the City Attorney for review. Subpoenas may raise data privacy issues.
ICE visit with a Notice to Appear (“NTA”)	A NTA is a charging document issued by a federal agency that seeks to commence formal removal proceedings against an individual before an immigration court. A NTA does not allow ICE agents to enter any non-public areas. It does not allow ICE agents to search anything, including city records, they could not have otherwise searched.	This document has a similar impact to the administrative warrant described above. City staff is not legally required to take any affirmative action to assist with the NTA

		(such as allowing agents into non-public spaces, searching city property, or providing information on certain individuals).
City provided a detainer request	<p>Detainer requests are formal notifications sent by a federal agency to request that an individual be detained, typically for up to 48 hours. These detainers are administrative requests from an immigration enforcement agency and are not judicial orders. The goal of these requests is to facilitate the transfer of individuals who may be released under state related criminal charges to federal custody for purposes of immigration enforcement (such as removal from the country). In many cases, local governments are faced with holding individuals after they would otherwise be released in order to comply with the detainer request, which can lead to both resource and legal issues for localities who comply.</p> <p>The Minnesota Attorney General issued an opinion on Feb. 6, 2025 that stated “Minnesota law does not authorize state and local officials to hold or arrest someone based on an immigration detainer. Nor does federal law grant such authority.”</p>	No. Courts, thus far, have held that compliance with detainers are mere requests, and states and localities can choose whether to abide by them. ¹
City approached to enter into a 287(g) agreement	<p>287(g) Agreements are voluntary formal agreements between a local government and federal immigration authorities (ICE) which grants local governments authority to perform certain immigration enforcement actions. There are three basic types of 287(g) Agreements:</p> <ol style="list-style-type: none"> 1. Jail Enforcement Model – local officers in detention facilities are authorized to identify and process criminal noncitizens in preparation for removal by federal immigration officers. 2. Task Force Mode – state and local officers may, during the course of their regular duties, identify and arrest removable aliens. 3. Warrant Service Officer Program – trains and authorizes state and local officers to execute administrative warrant on noncitizens in their agency’s jail. <p>The Minnesota Attorney General issued an opinion on Dec. 12, 2025 that stated that 287(g) agreements must comply with the requirements of the Joint Powers Act, Minn. Stat. §471.59, subd. 1. 287(g) agreements must thus be approved by a city’s governing body. Further, a valid 287(g) agreement does not permit officers to detain persons based solely on ICE immigration detainees or take any other actions violating Minnesota law.</p>	No. There is no current federal or state law that mandates local governments to perform certain enforcement actions or enter into agreements with federal immigration authorities. These agreements are voluntary and negotiated between federal law enforcement and local entities. Neither party is required to agree to the existence of such an agreement.

¹ See, e.g., *Galarza v. Szalczuk*, 745 F.3d 634 (3d Cir. 2014); see also *United States v. Illinois*, 796 F.Supp.3d 494, 528 (N.D.Ill., 2025) (stating that no provision of the Immigration and Nationality Act requires a State take any action in response to an administrative warrant) and 8 C.F.R. §287.7(a) (itself describing detainers as a request in defining them).

II. Where can ICE go without a warrant and do city employees have an obligation to assist their actions?

ICE can enter publicly accessible areas of businesses without a warrant, as these are considered public spaces with no reasonable expectation of privacy under the Fourth Amendment.

There is no clear legal requirement for public employees, including local law enforcement, to assist ICE agents in locating individuals. Local governments are not obligated to enforce federal immigration laws, although they cannot interfere with federal enforcement. *See Printz v. United States*, 521 U.S. 898, 934 (1977). As referenced below, 8 U.S.C. § 1373 allows voluntary communication about immigration information from state and local officials but does not mandate local authorities to take affirmative action in supporting federal immigration enforcement.

III. What are employees required to say or show ICE agents if they are approached?

When ICE agents approach public employees, they are not required to provide personal identification or speak to ICE agents, as the First Amendment to the U.S. Constitution protects against compelled speech and they have the right to remain silent under the Fifth Amendment of the U.S. Constitution.² However, there is no clear official legal authority outlining the exact parameters of this right in the specific context of public employees interacting with ICE agents in public spaces when requested information.

The chart above describes the various levels of compliance required depending on the type of action or documentation presented by ICE during the interaction. Additional general guidance is below for public employee interactions with ICE agents. In the event that ICE agents do not comply with requests or take action prior to a response from legal counsel or a supervisor's presence, do not attempt to obstruct or interfere with their actions. This advice is based on constitutional rights and practical considerations:

- 1. Ask the ICE agents to identify themselves:** Employees should request that ICE agents present their badge information and a valid subpoena or warrant. This request is grounded in the principle that individuals have the right to verify the authority of law enforcement before any action is taken. The Fourth Amendment protects individuals from unreasonable searches and seizures, and it requires law enforcement to have valid warrants or subpoenas to perform certain actions.
- 2. Document the ICE agents' names and documents:** Employees should document the names of the ICE agents present, the name of the U.S. attorney assigned to the case, and the type of documentation presented by ICE agents. This documentation serves as an important record of the interaction and helps ensure that any actions taken are in accordance with legal requirements.

² See, U.S. Const. amend. I and V. The First amendment protects individuals from being compelled by the government to speak. The Fifth Amendment protects individuals from self-incrimination and gives them the right to refuse to answer questions that could potentially implicate them in a crime.

3. **Ask for the nature and purpose of their visit:** It is important for employees to understand why ICE agents are there and what they are seeking. This request falls under the general principle of transparency and fairness in government interactions. The employee has the right to know the purpose of the visit and should take steps to ensure that they are not coerced into complying with an unclear or vague request.
4. **Request a copy of the warrant or subpoena:** Employees are not required to allow ICE agents access to nonpublic areas of the workplace unless they present a valid warrant or subpoena. This is based on protections afforded by the Fourth Amendment³, which protects against unreasonable searches and seizures. A warrant or subpoena must be presented to lawfully enter private or nonpublic areas. There are different types of warrants, as described above, and ICE agents must have a judicial warrant to access nonpublic areas.
5. **Contact a Supervisor:** Employees do not have the authority to speak on behalf of or consent to federal law enforcement search or entry within nonpublic areas of the workplace. This does not apply to public areas within parks or other public facilities.
6. **Contact legal counsel:** Once ICE agents have presented a warrant or subpoena, the employee should inform them that they would like to contact legal counsel. The employee should contact the city attorney immediately to review the documents, ensure their validity, and determine whether the attorney should be present during the search. This step ensures that the company's legal rights are protected and that any actions taken comply with the law.
7. **Do not obstruct ICE activities:** Employees should not obstruct or interfere with ICE's actions or agents. They should not hide employees or assist anyone in evading the search. Additionally, employees should not provide false information, destroy documents, or hide evidence, as this could lead to legal consequences. Under the Fifth Amendment, individuals have the right to remain silent, but they should clearly state their decision to remain silent or request an attorney if they choose to exercise these rights.
8. **Create a list of employees present during the interaction:** It is important to document all employees who are present during the ICE visit or search. This can serve as a record if any legal questions arise later regarding the employees' rights or actions during the interaction.⁴

IV. What are the requirements for local government communication of information under federal statutory law?

³ See, U.S. Const. amend. IV. The Fourth Amendment protects individuals from unreasonable searches and seizures and requires law enforcement to have a valid warrant or subpoena to conduct searches or seizures in nonpublic areas.

⁴ Structure of these steps provided by *Alexander, Grant P., Cohensedgh, Daniella*, ICE Inspections in the Workplace: What Employers Need to Know, ALLEN MATKINS, Feb. 20, 2025.

<https://www.allenmatkins.com/real-ideas/ice-inspections-in-the-workplace-what-employers-need-to-know.html>

There are three relevant statutes for local governments regarding immigration enforcement: 8 U.S.C. § 1252c, 8 U.S.C. § 1373 and 8 U.S.C. § 1324, some of which are referenced in recent Executive Orders and the Memo from the Acting Deputy Attorney General. 8 U.S.C. § 1252c provides that if state and local law allow, state and local officers may arrest and detain a noncitizen who is in the U.S. unlawfully, but only if that person had previously been convicted of a felony in the U.S. and, after the conviction, was deported or left the country. Under this statute, the law enforcement officers must confirm the noncitizen's immigration status with federal immigration officials prior to making the arrest and the individual may only be held until federal immigration authorities take them into custody.

8 U.S.C. § 1373, passed in 1996, does not mandate local governments to take any action regarding immigration but ensures that no state or local official can prevent others from voluntarily sharing immigration-related information with federal authorities. While this law has not led to successful federal action against local governments for non-compliance,⁵ many localities have amended their policies to align with Section § 1373. There are exceptions; the Minnesota Driver's License for All law which went into effect in 2023 authorizes the issuance of driver's licenses to people who reside in Minnesota and are otherwise eligible, but without requiring them to establish they are lawfully present in the United States. This state law prohibits the dissemination of information about cardholders and applicants to federal agencies that enforce immigration law, except pursuant to a valid search warrant or court order. This state law potentially conflicts with § 1373,⁶ but a government employee violating this state law could potentially face penalties under the Minnesota Government Data Practices Act.

8 U.S.C. § 1324, on the other hand, criminalizes the harboring, concealing, or shielding of unauthorized aliens,⁷ and also penalizes those who encourage unauthorized individuals to enter the U.S.⁸ Convictions under §1324 generally involve defendants who provide unauthorized aliens with affirmative assistance.⁹ It is unclear whether this law applies to local governments or officials, and there is no definitive court ruling on this issue as the statute has not yet been applied to local governments. The potential application of 8 U.S.C. § 1324 to local governments remains uncertain. While actions like issuing an official statement in support of immigrants would likely be protected under the First Amendment, the federal government may consider warning communities about

⁵ See e.g., *United States v. Illinois*, 796 F.Supp.3d 494, 519-533 (N.D.Ill., 2025) (stating that several courts have found § 1373 to not preempt local ordinances limiting the sharing of immigration information and providing analysis of that non-preemption and commandeering).

⁶ Though see *United States v. New York*, 2025 WL 3718641 (N.D.N.Y., 2025) (indicating that the REAL ID act does not bar states from continuing to issue driver's licenses which do not comply with the act, that the act does not require states to verify the lawful status of applicants for noncompliant licenses, and no provision of the Immigration and Nationality Act obligates state officials to provide federal immigration authorities with personal information about its residents).

⁷ Harboring, Concealing, and Shielding are three independent actions from which a conviction may result. See *U.S. v. Ye*, 588 F.3d 411, 414 (C.A.7 (Ill.),2009).

⁸ Harboring requires conduct tending substantially to facilitate an alien's remaining in the United States illegally. See *United States v. Lopez*, 521 F.2d 437, 441 (2d Cir.1975). Shielding does not require the use of a physical barrier, artifice, or trick. See *U.S. v. Ozcelik*, 527 F.3d 88, 100 (C.A.3 (N.J.), 2008).

⁹ See *U.S. v. Ozcelik*, 527 F.3d 88, 100 (C.A.3 (N.J.), 2008) (citing *United States v. Cantu*, 557 F.2d 1173, 1175-76 (5th Cir.1977); *United States v. Acosta de Evans*, 531 F.2d 428 (9th Cir.1976); *United States v. Lopez*, 521 F.2d 437, 437 (2d Cir.1975) and describing affirmative assistance as including "shelter, transportation, direction about how to obtain false documentation, or warnings about impending investigations").

impending ICE raids as harboring or shielding immigrants, which is prohibited under § 1324.¹⁰ The use and enforcement implications remain unclear, as there has been no enforcement action taken against local governments or officials for such actions in the past.

V. What are the associated risks to local governments or officials if they choose to disagree with Federal Authorities?

The risks for local governments and officials choosing not to comply with federal authorities are still unclear, but cities identifying as "sanctuary cities" may face heightened scrutiny from the federal government, including prosecution or inquiries from federal authorities.¹¹ A Jan. 21, 2025 memo from the then-Acting Deputy Attorney General directed the Department of Justice and U.S. Attorney's Offices to investigate incidents of local governments obstructing federal functions, including immigration enforcement actions.¹²

While it is risky, and thus unadvisable, for cities to actively interfere with federal immigration enforcement, failing to comply with requests (such as detainer requests) does not necessarily expose cities to significant legal risks. Cities that consistently reject detainer requests may be perceived as "sanctuary" cities, which could lead to increased attention and scrutiny from federal authorities. It's important to note that detainer requests are administrative in nature and do not give federal agents the authority to enter private residences, which would require a judicial warrant.

The federal legislative landscape is quickly evolving, and these changes could affect local governments' risk levels. For example, the recently signed Laken Riley Act mandates that the federal government detain non-U.S. nationals accused of certain lower-level crimes, likely increasing the volume of detainer requests issued to local governments and the demand for local detention capacity. More aggressive legislation has been proposed, such as the Justice for Victims of Sanctuary Cities Act, which proposes allowing private parties to sue local governments if harm is caused by unauthorized immigrants, under the premise that the local government's failure to comply with detainer requests creates liability. These developments could further impact how local governments navigate immigration enforcement and calculate their legal risks.

Noncooperation with federal authorities may also implicate existing and future federal contracts and grants that cities have with the federal government and its agencies. The Department of Justice has indicated that it will impose conditions on funding to limit access to federal grants

¹⁰ *U.S. v. Rubio-Gonzalez*, 674 F.2d 1067, 1072 (C.A.Tex., 1982).

¹¹ Note that there is no consistent definition of what constitutes a "sanctuary city", though recent executive orders and memoranda from the Trump administration have taken an expansive approach stating that sanctuary jurisdictions are those that "obstruct the enforcement of Federal immigration laws" or "refuse to comply with 8 U.S.C. §1373, or willfully fail to comply with other applicable federal immigration laws." See Congressional Research Service, "Sanctuary" Jurisdictions: Legal Overview (2025), <https://www.congress.gov/crs-product/LSB11321>.

¹² Interim Policy Changes Regarding Charging, Sentencing, And Immigration Enforcement, Department of Justice: Office of the Deputy Attorney General (Jan. 21, 2025).

by sanctuary jurisdictions.¹³ Existing federal grants may thus have conditions requiring compliance with federal immigration enforcement or other executive orders. Likewise, courts have held that a policy of giving extra “points” to grant applications from jurisdictions which cooperate with the Trump administration on immigration is constitutional.¹⁴

¹³ Sanctuary Jurisdiction Directives, Department of Justice: Office of the Attorney General (Feb. 5, 2025), https://www.justice.gov/ag/media/1388531/dl?inline=&utm_medium=email&utm_source=govdelivery.

¹⁴ See *City of Los Angeles v. Barr*, 929 F.3d 1163, 1174-83 (9th Cir. 2019).

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	January 13, 2026	Agenda Item	Broadband Franchise
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Action Requested

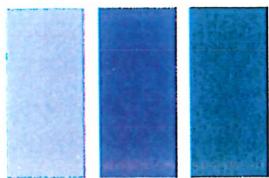
Consent	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Work Session	<input checked="" type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Recently, Woodbury was the first city in Minnesota to franchise a broadband company. The franchise was negotiated by Michael Bradley who is also the attorney for North Suburban Communications Commission, of which the City is a member. The franchise became possible after a recent US Court of Appeals decision that held that broadband was not a telecommunications service. This issue is very “in the weeds” which we can discuss during the meeting. With the change, however, cities in Minnesota are discussing whether to franchise broadband providers in the same way that cable providers have been franchised. The purpose of franchising is multi-fold but centers around ensuring broadband providers build out in all areas of cities instead of just to households with the means to purchase their services (equity). It also allows cities to more easily control utilities in the rights-of-way as cities are responsible for regulating the orderly use of that space.

This is all very new, but the purpose of the work session is for the council to consider whether to pursue franchising of broadband providers and how the franchises would be negotiated. This was recently discussed by the city administrator / managers in the North Suburban Cable Commission as well as the appointed board members. Council member Pulford attended that meeting and will be able to share perspective.

STAFF RECOMMENDATION:



MEMORANDUM

To: North Suburban Communications Commission
From: Michael R. Bradley
Re: Broadband Franchising
Date: October 29, 2025

Franchise Basics

In simple terms, a franchise is an authorization from a local government entity to a company to use the public rights-of-way to provide services to area residents.

Benefits of Franchising

There are many proven benefits of franchising, such as build-out requirements, customer service standards, compliance with the City's right-of-way standards, the payment of franchise fees, and the provision of other public benefits.

Franchising Authority in this Area

The North Suburban Communications Commission has been delegated the authority to negotiate and manage the cable communications systems on behalf of its member cities. The Commission has administered the franchises for the area for 40+ years.

Broadband is Not a Telecommunications Service

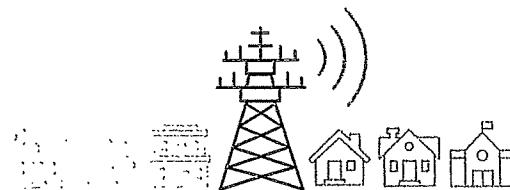
Earlier this year, the U.S. Court of Appeals in a Hobbs Act review of an FCC Order held that broadband is not a telecommunications service. *Ohio Telecom Ass'n v. FCC (In re MCP No. 185)*, 124 F.4th 993 (6th Cir. 2025). This decision has caused cities in Minnesota to reevaluate where broadband-only providers fall under state law. Since broadband is not a telecommunications service under federal law, it is similarly not likely to be under state law. Instead, it is more likely that a broadband system is a "cable communications system." A "cable communications system" is a system that provides "*data, or communications content* service." See Minn. Stat. § 238.02, Subd. 3 and 31. This definition is much broader than a cable television system or "cable system" as that term is defined in federal law. See, e.g. *WH Link, LLC v. City of Otsego*, 664 N.W.2d 390 (Minn. Ct. App. 2003) (OVS provider using internet protocol is a cable communications system). If the City determines that a permit applicant is constructing a cable communications system, it could instruct the applicant to obtain a franchise from the Commission as a prerequisite to issuing permits.

Minnesota's First Broadband Franchise

A similar commission just negotiated and executed the first broadband franchise in the state for the City of Woodbury area. Additional information and links can be found [here](#). More information on the benefits of local franchising can be found [here](#). We would be happy to review this further with any of the Commission's Member Cities and their respective city attorneys.

This is the Way: Equal Access to Broadband Through Municipal Franchising

MICHAEL R. BRADLEY, *Partner, Bradley Werner, LLC, Minneapolis, Minnesota*



The goal of equal access to broadband is not controversial or partisan. Most agree that citizens should have equal access to the same quality of service to broadband; that broadband networks should be built out to serve all citizens over a reasonable time; that there should be reasonable customer service and consumer privacy protections; and price protections.¹ The importance of ensuring equal access to broadband is particularly relevant today as federal and state governments are making historic public grants to improve broadband networks throughout the country.²

Surprisingly, despite historically high public investments, there remain no long-term guardrails to ensure residents receive equal access to the same quality of service, pricing, and consumer protections. While the FCC enacted digital discrimination regulations,³ the FCC likely lacks express authority to implement additional broadband rules.⁴ In an effort to presumptively assert additional regulatory authority over broadband, the FCC reclassified broadband earlier this year.⁵ While this reclassification would have arguably allowed the FCC to develop additional broadband rules, the Sixth Circuit stayed the reclassification, which forecasts the reclassification will likely fail.

Regardless of the outcome of the appeal, local governments are in the best position to ensure equal access to broadband through franchising. If available, local governments must use their existing home rule or statutory authority to franchise broadband.⁶ If necessary, state laws must be amended to clarify municipal authority to

franchise. Broadband is the future of municipal franchising. Local franchising is the way to ensure equal access to broadband.

A Valuable Special Privilege

Generally, a city has the sovereign power delegated by state law to grant a franchise to convey a highly valuable special privilege to corporations to use the scarce public right-of-way to deliver services to a city's residents.⁷ A franchise is a special privilege that allows a franchisee to profit from the use of the public right-of-way in a manner not generally available to the public as a common right.⁸ Without question, broadband providers must have this privilege in order to access the public right-of-way to cost effectively (and profitably) deliver services. Franchisees, in return for this valuable special privilege, pay franchise fees, which is essentially the rent for the use and occupation of the public property.⁹ While organizations like the Free State Foundation suggest that fees are the only policy benefit of franchising,¹⁰

they ignore the value of the privilege to use public rights-of-way¹¹ or how local governments require franchisees to comply with requirements benefiting citizens, as discussed in detail below.

Source of Municipal Franchise Authority
The source of local franchising authority arises from a number of sources including, but not limited to, state law,¹² state constitutions,¹³ municipal charters,¹⁴ and state common law, including state statutory and common law recognition of local authority to manage the public rights-of-way. Local franchising is a sovereign power that resides in the states and is not derived from federal law, including the Communications Act.¹⁵ To the extent the Communications Act does not lawfully restrict or address a particular service, a local government may regulate the service as state law provides.¹⁶ To that end, courts recognize that the Communications Act creates a dual federal-state regulatory structure.¹⁷ Today, broadband is classified under federal law as a Title I information service.¹⁸ Title I does not preempt local franchising of broadband,¹⁹ just as it did not preempt local franchising of cable service when cable service was an information service prior to the passage of the federal Cable Act.²⁰

Earlier in the year, when attempting to reclassify broadband, the FCC once again recognized the dual federal-state regulatory system over communications networks and made it clear that

it would not preempt franchising even if broadband was reclassified to a Title II telecommunications service.²¹ The order states:

We decline requests to categorically preempt all state or local regulation affecting [broadband internet access service] in the absence of any specific determination that such regulation interferes with our exercise of federal regulatory authority. The [Communications] Act establishes a dual federal-state regulatory system in which the federal government and the states may exercise concurrent regulatory authority over communications networks.²²

Additionally, the FCC affirmed other roles typically included in franchises by local governments regardless of the federal reclassification of broadband, such as:²³

- “[G]enerally policing such matters as fraud, taxation, and general commercial dealings.”
- “[P]rotecting consumers from fraud, enforcing fair business practices, for example, in advertising and billing, and generally responding to consumer inquiries and complaints.”
- State Consumer Protection Laws, such as the California Internet Consumer Protection and Network Neutrality Act of 2018.
- Promoting Broadband Affordability Programs.²⁴

Municipal Franchising Success Story

Cities have a long history of protecting citizens through franchising. Through cable franchising, for example, cities have ensured that their residents are served by the cable system over a reasonable period of time with the same quality of service and pricing.²⁵ When necessary, municipal franchising authorities have required cable system upgrades, which resulted in superior broadband offerings compared to phone companies.²⁶ Cable franchises

also have customer service protections and provided for public benefits such as public, educational, and governmental (PEG) access channels. Local cable franchising has undeniably been effective in ensuring universal access, universal pricing, area-wide buildout, and upgrades.²⁷ As local governments explained to the FCC recently:²⁸

For decades, local governments have protected the public interest through franchises and other rights-of-way management tools.²⁹ In the cable franchise context, local governments have required every cable operator to construct its cable system to serve everyone in the municipality, and, later, required system upgrades to ensure the cable system provided an appropriate level of service.³⁰ Local governments have, as required in the 1984 Cable Act, prohibited cable operators from redlining lower income communities.³¹ They have also included important public benefits, such as public, educational and government (PEG) access programming in local franchises to ensure access to local news, information, public meetings, high school sports and events, and more.³²

National and regional organizations agree that municipalities should be a part of the solution to ensuring equal access to broadband. As the League of Minnesota Cities explained in its Digital Discrimination Comments:

Local governments are in the best position to recognize and respond to the needs of their residents. It is simply not possible for the federal government to create a “one size fits all” plan that will ensure efficient access to broadband across the entire country or to prevent or eliminate digital discrimination.³³

The National League of Cities echoed those comments stating, “Local government, as the level of government

closest to the consumer, is in the best position to identify potential or actual digital discrimination and should take a leading role in preventing and addressing it.”³⁴

The effectiveness of franchising authority has been supported by the FCC in two recent orders. In its Digital Discrimination Order, the FCC adopted the recommendations of the Communications Equity and Diversity Council (“CEDC”), which acknowledged the importance of local franchising.³⁵ The CEDC Recommendations and Best Practices recognized the long-standing efforts of local governments to promote nondiscriminatory access to communications services through franchises and rights-of-way management.³⁶

Continued on page 8



Michael R. Bradley is a partner in the Municipal Telecommunications firm Bradley Werner, LLC. Mike has spent nearly his entire 30-plus year career representing local governments on a wide variety of telecommunications and franchising issues. Mike successfully defended the right of cities to receive cable franchise fees in Oklahoma and also litigated in federal court whether revenues from the provision of internet service should be included in cable franchise fees. He is one of a handful of attorneys in the country that has represented local government clients in the formal cable franchise renewal process. Mike and his firm represented municipal clients in all three FCC Section 621 cable franchising proceedings from 2006 to present, including the recent litigation before the Sixth Circuit. He has also filed in the FCC Digital Discrimination and Cable Pricing dockets. He has drafted and testified on communications legislation in multiple jurisdictions, including the Minnesota Equal Access to Broadband Act in 2024, and is a long-time officer, including past Chair, of the Minnesota State Bar Association’s Communications Law Section. Early in his career, he assisted the City of St. Paul in obtaining public funding for a new hockey arena and bringing the NHL back to the State of Hockey. Mike is a graduate of Hamline University School of Law (J.D.) and the University of Minnesota (B.A.) and is admitted to practice before multiple state and federal courts, including the United States Supreme Court.

Broadband Franchising Results in Equal Access to Broadband

Plain and simple, local franchising has a history of success and should be used to ensure equal access to broadband. The following is a sampling of the issues that franchising can address.

Long-Term Protection.

Updating state laws to clearly authorize broadband franchising is particularly important now, as states across the country are about to distribute over \$42 billion in federal grants to broadband companies over the next two years.³⁷ Additionally, the broadband industry is seeking additional public benefits, such as sales tax exemptions for purchasing broadband facilities and government subsidies to serve low-income families.³⁸ Current federal and state programs do not address the long-term interests of residents, which is somewhat shocking considering the hundreds of millions of public dollars being given to the broadband industry. Franchising provides long-term protection.

Equitable Buildout.

Broadband franchising will allow local governments to require reasonable build-out schedules to ensure all residents are served with the same quality of services. The effectiveness of local cable franchising buildout is undeniable. Compare the availability of a standard quality of service throughout the country and it will consistently show the local cable system outperforms the local telephone company. Local governments have required every cable operator to construct its cable system to serve everyone in the municipality, and, later, required system upgrades to ensure the cable system provided an appropriate level of service.³⁹ Additionally, local governments have, as required in the 1984 Cable Act, prohibited cable operators from redlining lower income communities.⁴⁰

Minnesota cities saw this firsthand when granting cable franchises to the local ILEC (incumbent local exchange carrier) phone company. According to the ILEC, to provide cable service to a household, the ILEC needed to be capable of providing a certain minimum broadband download speed. In reviewing build-out data from the ILEC, it became immediately apparent that, unlike the traditional franchised cable operator, the ILEC had an inconsistent, non-universal, quality of broadband service when compared to the cable system. Since local franchising of phone companies was prohibited by state law in Minnesota, local governments were never allowed to require the ILEC to provide universal service across its service territory. When franchising the ILEC's cable service, it was the first time the phone company was required to equitably build out its network with significant investment throughout a city.⁴¹ These provisions resulted in deployment of fiber optic facilities and the availability of cable service and high speed broadband services in all areas of cities, including areas with low income households and historically underrepresented populations.⁴² Franchising ensures broadband systems will be built in a way that serves all residents equally.

Customer Service.

When it comes to broadband service, residents want a local person they can call with service issues and questions about their bills. Cities do that today with cable providers, but not with other broadband providers. There are instances when a broadband provider's service is down, but the customer and the city have no way of communicating with the provider. For example, in one Minnesota city recently, an elderly resident was without service for over six weeks. In another instance, an administrative law judge found that customers of state's largest phone provider, "experienced multiple services outages or disruptions caused

by deficient outside plant or equipment over an approximately four-and-a-half-year period."⁴³ With broadband franchising, customers will have someone advocating for them, there will be standards for response to customers, and there will be consequences for failing to comply.

Through franchising, local governments protect their residents by negotiating and enforcing customer service requirements in cable franchise agreements.⁴⁴ These customer service provisions include call response times, installation response times, late fee restrictions, access channels, electronic programming guide provisions, anti-redlining, and anti-discrimination requirements.⁴⁵ Local governments have supported, and the state of Maine recently adopted, customer service requirements relating to access television and refunds.⁴⁶ Contrast these efforts to the broadband customer in Wisconsin who was told that she could not terminate her service just because she called on a weekend. Franchising will protect these customers with reasonable customer service protections.

In addition to negotiating and enforcing cable franchise customer service provisions, local governments are relied upon by the FCC to participate in consumer protection dockets. Just in the past year, local governments from across the country have supported consumer protection rules at the FCC, and they have also supported digital discrimination rules at the FCC.⁴⁷ Local government Comments and reply Comments were cited favorably by the FCC numerous times in its final Report and Order that adopted digital discrimination rules.⁴⁸

Local government franchising authorities supported All-In Cable Pricing rules to require the disclosure of all cable fees, including some referred to as junk fees.⁴⁹ These fees include extra fees to receive local broadcast channels, sports programming, and even high-definition television service. Once again, local government Com-

ments and Reply Comments were cited throughout the FCC's final Report and Order.⁵⁰ Municipalities have also participated in the development of state Digital Equity Plans.⁵¹ These efforts show that municipalities will protect all residential consumers through broadband franchising. Municipalities have an undeniably successful record of using its franchising authority to protect consumers.

Public benefits.

Receipt of public benefits is another valuable function of franchising. Broadband franchising will allow cities to continue to fund access television and to address other digital adoption and equity programs.⁵² The CEDC recognized this principle, finding that "the privilege of using public assets comes with an obligation to provide a benefit to the public, which includes ensuring that all members of the community have equal access to broadband...".⁵³

For cable franchises, important services, such as public, educational and government (PEG) access programming in local franchises to ensure access to local news, information, public meetings, high school sports and events, and more.⁵⁴ Local broadband franchising will allow local governments to negotiate public benefits to help promote equal access to broadband and to eliminate digital discrimination. Some examples of these public benefits could include computer centers, training on the use of digital services, the next generation of access television, and consumer protections.

The Minnesota Equal Access to Broadband Act

In 2024, the state of Minnesota began exploring the role that franchising can play in ensuring equal access to broadband for all Minnesotans. The Minnesota Equal Access to Broadband Act, HF 4182⁵⁵/SF 4262,⁵⁶ was introduced in the 2024 legislative session. The bill authorized cities to franchise broadband providers, which would ensure

that all their residents will receive the same broadband. It would also allow cities to receive other public benefits such as access TV and promote digital equity. Through an amendment during committee hearings, the bill capped fees to mirror cable fees.

While the bill did not pass this year, it generated significant legislative support. The bill was heard multiple times in the House of Representatives and ultimately added to the House Commerce Policy Omnibus Bill,⁵⁷ which passed out of committee to the House floor where it received its Second Reading on April 4, 2024. The bill was also heard by the State and Local Government Committee in the House and laid over for possible inclusion in the State and Local Government Omnibus Bill.

The Equal Access to Broadband Act enjoyed widespread support from the League of Minnesota Cities, MACTA, NATOA, ACM, the League of Women's Voters, and others, but was opposed by the cable and phone associations and the state Chamber of Commerce. While the Minnesota Equal Access to Broadband Act is fairly technical and Minnesota-centric, it could be a starting point for drafting model broadband franchising legislation for use throughout the country.

Challenges to Municipal Broadband Franchising

The broadband industry raised several challenges to the Minnesota Equal Access to Broadband Act, most of which were self-serving with no factual or legal basis.

Franchise Fees.

Rather than recognizing the valuable special privilege of enjoying access to the public rights-of-way to conduct their business, the broadband industry opposed the Minnesota Equal Access to Broadband Act claiming franchise fees were taxes amounting to a "slush fund" for cities. As shown above, fran-

chise fees are the consideration for the special privilege to use the public right-of-way for private profit.⁵⁸ It is a very valuable privilege that few companies enjoy. Without this privilege, communications companies could not operate their businesses in a cost-effective way. The franchise fees allowed by the Minnesota legislation mirrored the fees currently paid by cable operators. As the Texas Court of Appeals recently recognized, public property – the right-of-way – should not be given away below its fair market value.⁵⁹ No government should give away public property for nominal or no consideration and it is fundamentally fair to require all users to pay franchise fees, not just some.

Stacking.

Opponents to the Equal Access to Broadband Act claimed fees on franchisees would be unfairly "stacked" on providers. One claim was that multiple governmental entities could require a broadband franchise, thus forcing a provider to obtain multiple franchises for the same area. No reasonable reading of the Equal Access to Broadband Act could support that argument. Nevertheless, the bill was amended to clarify that there is one local franchise authority in each city, so there would be no so-called stacking.

Secondly, opponents claimed that fees would be stacked on multiple services provided by individual providers, such as cable and broadband. This stacking argument fails to recognize the valuable privilege of using the public right-of-way.⁶⁰ In rejecting a similar stacking argument, the Texas Court of Appeals held such an argument "would do violence to the concept of consideration, and we are directed to no authority that would compel such an anomalous result."⁶¹

Impact on Low Income Residents.

The broadband industry presented no solutions to lowering rates for low-income persons, even though the industry

Continued on page 10

would be receiving \$750 million in federal and state broadband grant funding and was requesting additional public benefits for the industry. Instead, the industry claimed that franchise fees will impact low-income residents with higher broadband costs. No credible information was submitted in support of this claim. On the other hand, local governments testified in support of the Equal Access to Broadband Act that local franchising authorities stood up for subscribers in terms of digital discrimination and fair pricing.

Impact on Buildout.

The broadband industry testified that allowing franchising will slow down the build out of broadband and that they would not build to cities that chose to require a franchise. Given the pending billions of dollars of state and federal funding at stake, the argument lacked veracity. The expenditure of \$42 billion of taxpayer dollars would be irresponsible without protecting the long-term interests of residents. Local franchising will encourage and promote more equitable broadband deployment - not less. Only local governments through cable franchising have been able to demand buildout maps and ensure full build out to every neighborhood, home and apartment. In other words, franchising promotes equal access to broadband.

Preemption.

Industry opponents claimed that federal law would preempt the proposed Minnesota Equal Access to Broadband Act. First, the industry claimed the bill would be preempted by the Internet Tax Freedom Act ("ITFA").⁶² The ITFA allows fees for the conveyance of privileges. A franchise grants the privilege of use of the public right-of-way. There is no preemption. Next, industry claimed the bill would be preempted by the FCC's Small Cell Order.⁶³ Since the bill excluded small cell wireless facilities, the Small Cell Order would have no preemptive effect on the bill. Finally,

industry opponents claimed preemption by the FCC's Mixed-Use Rule.⁶⁴ The Mixed-Use Rule has a somewhat tortured history. The original order preempted local governments from regulating noncable services over a cable system.⁶⁵ The legal reasoning behind the Mixed-Use Rule was largely rejected on appeal and the court ruled that regulation of non-cable services of a cable operator is allowed if it is consistent with the federal cable act.⁶⁶ This was also addressed in the bill amendments.

Conclusion

The goal of equal access to broadband is not controversial. The way to obtain the goal is through franchising broadband service providers. Municipal franchising is the best path forward to ensure buildout, quality of service, customer service, privacy protections, fair pricing, and public benefits to address digital adoption and education, all of which residents want and expect. Municipalities have a successful franchising history. Local governments without current statutory or home rule authority should seek legislative change to allow municipal broadband franchising or risk their communities being less competitive and underserved. Franchising is the future and the way to equal access to broadband.

Editor's Note: On January 2, 2025, the Sixth Circuit released *Ohio Telecom Ass'n v. FCC*, 2025 WL 16388, ___ F.4th ___ (6th Cir. 2025), setting aside the FCC's 2024 Safeguarding and Securing the Open Internet Order that reclassified broadband internet access service as a Title II telecommunications service subject to FCC common carrier regulations and net-neutrality restrictions. Citing Loper-Bright and the demise of agency deference, the court held that the FCC's reclassification order exceeded its statutory authority and that based on a plain reading of the statute broadband internet access service is a Title I information service. The Court similarly rejected the FCC's reclassification of mobile

broadband. This development makes state initiatives regarding equal access and broadband franchising, neither of which are preempted by the Act or by the Sixth Circuit decision, even more significant.

Notes

1. See, e.g., City of Minneapolis Digital Opportunity Plan Comments and Qualitative Data to the Minnesota Office of Broadband Development (June 30, 2023).
2. See Broadband Equity Access and Deployment Program – Overview, <https://broadbandusa.ntia.gov/funding-programs/broadband-equity-access-and-deployment-bead-program> (last visited Oct. 30, 2024) ("The Broadband Equity, Access, and Deployment (BEAD) Program, provides \$42.45 billion to expand high-speed internet access by funding planning, infrastructure deployment and adoption programs in all 50 states, Washington D.C., Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands").
3. See *In re Implementing the Infrastructure Investment and Jobs Act: Prevention and Elimination of Digital Discrimination*, Report and Order, 89 Fed. Reg. 4128, GN Docket No. 22-69, 2023 WL 8614401 (rel. Nov. 20, 2023), appeal docketed, Minn. Telecom. Alliance v. FCC, No. 24-1179 (8th Cir. 2024) (the "Digital Discrimination Order").
4. See *Mozilla Corp. v. FCC*, 940 F.3d 1, 80-81 (D.C. Cir. 2019) (per curiam) ("Not only is the Commission lacking in its own statutory authority to preempt, but its effort to kick the States out of intrastate broadband regulation also overlooks the Communications Act's vision of dual federal-state authority and cooperation in this area specifically; " *Ohio Telecom Ass'n v. FCC*, Case No. 247000, Document: 51-2 (6th Cir. 2024) (FCC's 2024 Title II broadband reclassification order

stayed, unlikely to succeed on the merits).

5. *See* In re Safeguarding and Securing the Open Internet, Declaratory Ruling, Order, Report and Order, and Order On Reconsideration, FCC 24-52, 89 Fed. Reg. 45404 (Pub. May 22, 2024), appeal docketed, Ohio Telecom Ass'n v. FCC, Case No. 247000, Document: 51-2 (6th Cir. 2024) (Title II reclassification stayed, unlikely to succeed on this merits) (“2024 Open Internet Order”).

6. *See, e.g.*, Lincoln Mun. Code Ch. 5.12 (2021).

7. *See* Bank of Augusta v. Earle, 38 U.S. 519, 595, 10 L. Ed. 274, 1839 WL 4294 (1839); State of California v. Central Pac. R. Co., 127 U.S. 1, 41, 8 S. Ct. 1073, 32 L. Ed. 150 (1888); *see also* Village of Blaine v. Ind. Sch. Dist. No. 12, 265 Minn. 9, 121 N.W.2d 183 (1963); Northern States Power Co. v. City of Granite Falls, 186 Minn. 209, 242 N.W. 714 (1932); City of Saint Paul v. Northern States Power Co., 462 N.W.2d 379 (Minn. 1990); Burns, 164 P.3d at 483; 12 McQuillin Mun. Corp. § 34:2 (3d ed.).

8. *See, e.g.*, Burns, 164 P.3d at 483; 12 McQuillin Mun. Corp. § 34:2 (3d ed.).

9. *See* City of St. Louis v. Western Union Tel. Co., 149 U.S. 465, 13 S. Ct. 990, 37 L. Ed. 810 (1893); Burns, 164 P.3d at 483; 12 McQuillin Mun. Corp. § 34:53 (3d ed.).

10. *See, e.g.*, Daniel A. Lyons, *Municipal Broadband Fees Are Bad Law and Bad Policy*, 19 Free State Foundation, No. 39 (Oct. 18, 2024).

11. *See* City of McAllen v. Texas, ___ S.W.3d ___, 2024 WL 4799325, *5 (Tex. Ct. App. Nov. 15, 2024) (for a wireless node, “no case holds that a \$250 statutory fee constitutes sufficient consideration under the gift clause for a good potentially worth \$2,500 if acquired in an arm’s-length transaction”).

12. *See, e.g.*, Minn. Stat. § 222.37; Minn. Stat. Ch. 238.

13. *See, e.g.*, Okla. Const. art. XV, § 5(a).

14. *See, e.g.*, Philadelphia Home Rule Charter, *available at* https://codelibrary.amlegal.com/codes/philadelphia/latest/philadelphia_pa/0-0-0-262986; Minneapolis, Minnesota, Charter, *available at* https://library.municode.com/mn/minneapolis/codes/code_of_ordinances?nodeId=CH.

15. *See* 12 McQuillin Mun. Corp. § 34:10 (3d ed.); Burns, 164 P.3d at 483.

16. *See* note 4 *supra*.

17. *See, e.g.*, Mozilla, 940 F.3d at 81 (noting “the Communications Act’s vision of dual federal-state authority and cooperation” on broadband regulation); ACA Connects America’s Commc’ns Ass’n v. Bonta, 24 F.4th 1233 (9th Cir. 2022); City of Eugene v. FCC, 998 F.3d 701, 711 (6th Cir. 2021) (noting that “Congress went out of its way not to suggest that federal law is the fountainhead of all franchisor regulatory authority”); City of Dallas v. FCC, 165 F.3d 341, 345 (5th Cir. 1999) (stating that the 1984 Act “preserve[d] the role of municipalities in cable regulation”); Sprint Telephony Pcs, L.P. v. County of San Diego, 543 F.3d 571, 576 (9th Cir. 2008) (cert. den’d, Sprint Telephony PCS, L.P. v. San Diego Cnty., 557 U.S. 935 (2009)) (noting that “Section 332(c)(7)(A) preserves the authority of local governments over zoning decisions regarding the placement and construction of wireless service facilities....”); CNSP, Inc. v. City of Santa Fe, (10th Cir. 2019) (after the Telecommunications Act of 1996, “local governments retain the authority ‘to manage the public rights-of-way’”).

18. Nat’l Cable & Telecomm. Ass’n v. Brand X Internet Servs., 545 U.S. 967, 993-96 (2005) (cable internet service is a Title I information service); In re Inquiry Concerning High-Speed Access to the Internet Over Cable & Other Facilities, 17 FCC Rcd. 4798, 4824 ¶ 41 (2002) (cable internet service classified as Title I information service); In re Promoting the Open Internet, Report and Order On Remand, Declaratory Ruling, and Order, 30 FCC Rcd. 5601 (2015) (broadband reclassified as a Title II telecommunications service); In re Restoring Internet Freedom, 33 FCC Rcd. 311 (2018) (broadband reclassified as Title I information service); *Mozilla Corp. v. FCC*, 940 F.3d 1, 18-21 (D.C. Cir. 2019) (per curiam) (Title I reclassification upheld); 2024 Open Internet Order (order reclassified broadband as Title II telecommunication service, stayed on review).

19. *See Mozilla*, 940 F.3d at 75-6 (D.C. Cir. 2019) (per curiam) (FCC local preemption directive vacated); N.Y. State Telecomm. Ass’n v. James, 101 F.4th 135, 140-41 (2nd Cir. 2024).

20. *See* 47 U.S.C. § 152(a); CATV and Community Antenna Systems, 2 F.C.C.2d 725, 6 R.R.2d 1717 (1966).

21. 2024 Open Internet Order, at ¶¶ 265-275.

22. *Id.*, at ¶ 268.

23. 2024 Open Internet Order, at ¶¶ 268-275.

24. *Id.*, at ¶ 275 (“We also clarify that the mere existence of a state affordability program is not rate regulation”).

25. *See e.g.*, H.R. Rep. No. 98-934 at 94, reprinted in 1984 U.S.C.C.A.N. 4655, 4731 (From the 1984 Cable Act House Report, “A state may, for instance, exercise authority over the whole range of cable activities, such as negotiation with cable operators; consumer protection; construction requirements; rate regulation or deregulation; the assessment of financial qualifications; the provision of technical assistance with respect to cable; and other franchise related issues—as long as the exercise of that authority is consistent with Title VI.”); *see also* Frederick E. *Continued on page 12*

Ellrod III & Nicholas P. Miller, *Property Rights, Federalism, and the Public Rights of Way*, 26 SEATTLE U. L. REV. 475 (2003).

26. *See, e.g.*, Comments of the City of Philadelphia, et al., at 7, In re Implementing the Infrastructure Investment and Jobs Act: Prevention and Elimination of Digital Discrimination, GN Docket No. 22-69, <https://www.fcc.gov/ecfs/document/1022165457449/1> (Feb. 21, 2023) (“City of Philadelphia Digital Discrimination Comments”).

27. *See e.g.*, City of Philadelphia Digital Discrimination Comments at 7; Comments of the League of Minnesota Cities, at 2; In re Implementing the Infrastructure Investment and Jobs Act: Prevention and Elimination of Digital Discrimination, GN Docket No. 22-69, at 2, <https://www.fcc.gov/ecfs/document/10222116501122/1> (Feb. 21, 2023) (“League of Minnesota Cities Digital Discrimination Comments”).

28. *Id.*

29. *See, e.g.*, City of St. Louis v. Western Union Tel. Co., 148 U.S. 92 (1893) (upholding regulations of telegraph company’s use of rights-of-way); Comments of the City of Philadelphia, et al., In re Implementation of Section 621(a) (1) of the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, MB Docket No. 05-311, at 9-12, <https://www.fcc.gov/ecfs/document/11141552701020/1> (November 14, 2018). (“City of Philadelphia 621 Comments”).

30. *See, e.g.*, 47 U.S.C. § 546(b)(2); Northwest Suburbs Cable Communications Commission Cable Franchise Ordinance with King Videocable Company - Minnesota, Section 5.4 (Upgrade of Home Subscriber Network) (November 20, 1997).

31. *See* 47 U.S.C. § 541(a)(3) (“In awarding a franchise or franchises, a franchising authority shall assure that access to cable service is not denied to any group of potential residential cable

subscribers because of the income of the residents of the local area in which such group resides.”)

32. *See, e.g.*, City of Philadelphia 621 Comments, at 9; National Association of Telecommunications Officers and Advisors, et al. Comments, In re Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, MB Docket No. 05-311, at 10 (Nov. 14, 2018) (“NATOA 621 Comments”).

33. League of Minnesota Cities Digital Discrimination Comments, at 2.

34. National League of Cities Digital Discrimination Comments, In re Implementing the Infrastructure Investment and Jobs Act: Prevention and Elimination of Digital Discrimination, GN Docket No. 22-69, at 1 (Feb. 21, 2023).

35. *See* Digital Discrimination Order, at ¶¶ 175-178.

36. Recommendations and Best Practices to Prevent Digital Discrimination and Promote Digital Equity Submitted to the Federal Communications Commission by the Working Groups of the Communications Equity and Diversity Council, at 31, <https://www.fcc.gov/sites/default/files/cedc-digital-discrimination-report-110722.pdf> (Nov. 7, 2022).

37. *See* note 2 *supra*.

38. *See e.g.*, Joe Supan, *Could the Election Revive the Affordable Connectivity Program?*, CNET, <https://www.cnet.com/home/internet/could-the-election-revive-the-affordable-connectivity-program/> (last visited October 30, 2024).

39. *See, e.g.*, 47 U.S.C. § 546(b)(2); Northwest Suburbs Cable Communications Commission Cable Franchise Ordinance with King Videocable Company - Minnesota, Section 5.4 (Upgrade of Home Subscriber Network) (November 20, 1997).

40. *See* 47 U.S.C. § 541(a)(3) (“In awarding a franchise or franchises, a franchising authority shall assure that

access to cable service is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.”)

41. An example of the equitable buildout language stated in part:

The Parties agree that the following is a reasonable build-out schedule taking into consideration Grantee’s market success and the requirements of Minnesota state law.

(i) **Complete Equitable Build-Out.** Grantee aspires to provide cable service to *all households* within the City by the end of the initial term of this Franchise. In addition, *Grantee commits that a significant portion of its investment will be targeted to areas below the median income in the City.*

(ii) **Initial Minimum Build-Out Commitment.** Grantee agrees to be capable of serving a minimum of fifteen percent (15%) of the City’s households with cable service during the first two (2) years of the initial Franchise term, provided, however that Grantee will make its best efforts to complete such deployment within a shorter period of time. *This initial minimum build-out commitment shall include deployment to households in every Ward in the City and to a significant number of households below the medium income in the City.* Nothing in this Franchise shall restrict Grantee from serving additional households in the City with cable service; ...

See A Cable Television Franchise Agreement Between City of Minneapolis, Minnesota and Qwest Broadband Services, Inc., D/B/A CenturyLink, City of Minneapolis Code of Ordinances, Appendix H, Chapter 2, Section 1.2 (2014) (emphasis added).

42. *See* City of Philadelphia Digital Discrimination Comments, at 8-9 (City of Minneapolis, the Northwest

Suburban Cable Communications Commission, North Metro Telecommunications Commission, and South Washington Telecommunications Commission all approved franchises with similar equitable buildout provisions with similar results).

43. *See In re Formal Complaint Regarding the Services Provided by the Qwest Corporation d/b/a CenturyLink in Minnesota, on Behalf of the Communications Workers of America, MN-PUC Docket No. C-20-432*, at 23 (Mar. 13, 2024).

44. *See, e.g.*, NSCC Digital Discrimination Reply Comments, at 2.

45. City of Philadelphia Digital Discrimination Comments, at 7, NSCC Digital Discrimination Reply Comments of the NSCC, at 2.

46. *See An Act to Ensure Nondiscriminatory Treatment of Public, Educational and Governmental Access Channels by Cable System Operators*, 2019 Me. Laws 469 (codified at Me. Stat. tit. 30-A, §§ 3008(5), (7), 3010(5A), (5B), (5C)); *NCTA v. Frey*, 7 F.4th 1 (1st Cir. 2021) (Maine law upheld).

47. *See, e.g.*, City of Philadelphia Digital Discrimination Comments, at 20-21.

48. *See Digital Discrimination Order*.

49. *See, e.g.*, City of Oklahoma City et al. Comments, at 4-6, *In re All-In Pricing for Cable and Satellite Television Service*, FCC 24-29, MB Docket No. 23-203, <https://www.fcc.gov/ecfs/document/107312541918310/1> (July 31, 2023); City of Oklahoma City et al. Reply Comments, at 3-5, <https://www.fcc.gov/ecfs/document/108291549807734/1> (Aug. 29, 2023).

50. *See In re All-In Pricing for Cable and Satellite Television Service*, FCC 24-29, MB Docket No. 23-203 (Rel. March 19, 2024).

51. *See, e.g.*, City of Minneapolis Digital Opportunity Plan Comments to the Minnesota Office of Broadband Development (June 30, 2023).

52. *See City of Philadelphia Digital*

Discrimination Comments, at 7, NSCC Digital Discrimination Reply Comments, at 3.

53. Recommendations and Best Practices to Prevent Digital Discrimination and Promote Digital Equity Submitted to the Federal Communications Commission by the Working Groups of the Communications Equity and Diversity Council November 7, 2022, at 35 (<https://www.fcc.gov/sites/default/files/cedc-digital-discrimination-report-110722.pdf>).

54. *See, e.g.*, City of Philadelphia 621 Comments at 9; NATOA 621 Comments at 10.

55. Minn. H.F. No. 4182 (2024), <https://www.revisor.mn.gov/bills/bill.php?b=house&f=H-F4182&cssn=0&y=2024>.

56. Minn. S.F. No. 4262 (2024), <https://www.revisor.mn.gov/bills/bill.php?f=S-F4262&y=2024&cssn=0&b=senate>

57. Minn. H.F. No. 4077 (2024) (Article 4, Sections 1-11), https://www.revisor.mn.gov/bills/text.php?number=HF4077&type=bill&version=1&session=ls93&session_year=2024&session_number=0&format=pdf.

58. *See notes 9 and 11 *supra**.

59. *See City of McAllen*, at ___, 2024 WL 4799325, *5 (Tex. Ct. App. Nov. 15, 2024) (consideration must be sufficient).

60. *See notes 9 and 11 *supra**.

61. *See City of McAllen*, at ___, 2024 WL 4799325, *8 (Tex. Ct. App. Nov. 15, 2024).

62. *See 47 U.S.C. § 151*, note. The “taxes” prohibited in the ITFA “do[] not include any franchise fee or similar fee imposed by a State or local franchising authority, pursuant to [the Cable Act], or any other fee related to obligations or telecommunications carriers under the Communications Act of 1934[,]” nor do “taxes” include “fee[s] imposed for a specific privilege, service, or benefit conferred” by a governmental entity, such as the privilege of using local

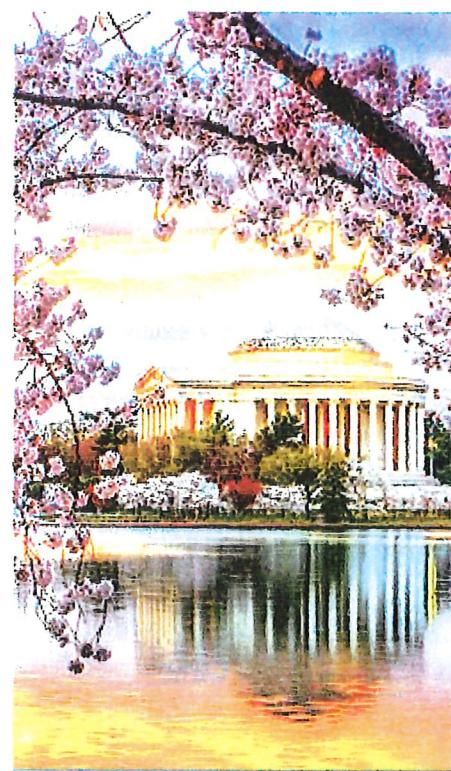
assets.

63. *See Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Deployment, Declaratory Ruling and Report and Order*, 33 FCC Rcd. 9088 (2018).

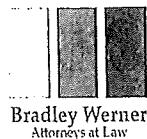
64. *See In re: Section 621(A)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992*, 34 FCC Rcd. 6844 (2019); 47 CFR § 76.43 (Mixed-Use rule).

65. *Id.*

66. *City of Eugene v. FCC*, 998 F.3d 701, 710 (6th Cir. 2021).



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First Broadband Franchise Ushers in a New Era in Franchising

Sep 29, 2025 — by Michael Bradley in [Broadband](#), [Municipal](#)

Summary

The South Washington County Telecommunications Commission adopted the first broadband franchise in Minnesota. A broadband franchise is vastly superior to mere permitting. A broadband franchise, unlike a permit, addresses multiple issues that benefit residents and consumers, such as buildout standards, customer service standards, senior and disabled person discounts, system performance standards, consideration for use of public property, and many other public benefits.

The [South Washington County Telecommunications Commission](#) (SWCTC) has adopted the first [local broadband franchise agreement](#) in Minnesota. The agreement with [Intrepid Fiber Networks](#) was approved at the SWCTC [meeting on September 25, 2025](#). This is the future of franchising and communications. It secures future-proof digital infrastructure for the [City of Woodbury](#) area.

The franchise grants Intrepid the privilege to construct an open access Fiber-to-the-Home (FTTH) cable communications system in the City of Woodbury. This franchise marks a new era in franchising for local governments in Minnesota. SWCTC showed how local governments can protect the public rights-of-way, while securing important protections for its residents.

I. Franchising Superior to Permitting

Franchising is fundamentally different from standard right-of-way permitting. While permitting generally dictates how a construction project is executed (e.g., pavement repair, traffic control), franchising provides a formal, binding contract that guarantees specific public benefits in exchange for the use of public real estate.



The SWCTC's track record of protecting area residents, spanning four decades, is proof of the effectiveness of local franchising. The SWCTC's long-time attorney, [Mike Bradley of Bradley Werner, LLC](#), detailed the Commission's history of success:

"For over 40 years this commission has franchised cable communication systems on behalf of its member cities and their residents."

The first franchise granted by the SWCTC was in 1983. Bradley then summarized the overwhelming success of this approach:

"Through franchising, the Commission oversaw a company with initially no presence in the public right of way and no customers, and we saw that company start up and ultimately become the most robust cable communication system in the area."

Franchising by the SWCTC has also resulted in many tangible benefits benefiting residents. The success of local franchising should come as no surprise. It was a predicted outcome when the legislature decided cable communications systems should be regulated at the local level, moving away from state regulation of legacy phone systems. Bradley explained, that through local franchising:

"This Commission has made certain of many things that benefit residents, including having all residents having service, having buildout obligations, making sure all residents were covered, making sure the communication system was upgraded to meet community needs, enforcing customer service standards... and, we shouldn't forget, also developing a robust community media center in what is now TrueLens Community Media."

In short, franchising ensures that local governments retain the authority to hold providers accountable for key community objectives. This power is lost under mere permitting.

II. Summary of the SWCTC Broadband Franchise

The franchise granted to Intrepid Fiber Networks is a modern model for local governments authorizing open-access fiber optic cable communications systems in their jurisdictions. Key provisions secured by the SWCTC on behalf of its member city include:

Not Exclusive. The SWCTC is allowed to franchise other broadband providers serving its member cities.

Equal Access to Broadband. The franchise mandates that Intrepid provide equal access to broadband to all residents. This ensures the same quality of service to all homes and businesses in the franchise area.

Open Access System. Intrepid will build the network as a wholesale provider. Other franchised retail service providers will operate on this single, robust network, fostering competition in services and pricing for residents.

Authorization for Open Access Service Providers. All open access service providers using the Intrepid system will be allowed to sign on to this master franchise by signing a Joinder Agreement. This will allow users of the system to sign the Joinder Agreement and start providing service immediately.

Buildout Obligation. Intrepid must essentially complete construction of the entire city over a 5-year period. They must also ensure access across the entire jurisdiction.

Financial Consideration. Intrepid has agreed to pay a 5% gross revenue fee. This payment is for the privilege to use the public rights-of-way. It secures a long-term revenue source for the community.

Public Benefits & Protections. The agreement secures commitments for free or discounted broadband services for government facilities. It ensures the provision of dark fiber under certain conditions. It also includes a provision for a discount of no less than 10% for seniors and disabled persons.

III. Prompt Action by the Commission

Crucially, the SWCTC demonstrated that local franchising is an expeditious process. The SWCTC moved rapidly to review the franchise application, hold a public hearing, and negotiate and approve the agreement. When an applicant is serious about serving a community, local franchising does not create any unnecessary delay.

The Commission acted to approve the franchise just 59 days from the date they received Intrepid's application. Franchise negotiations themselves were completed in less than three weeks. Bradley addressed critics of local regulation directly, stating:

"Any suggestion that local government is a barrier to entry is not based in reality. This commission acted, and acted very timely."

The SWCTC's successful and prompt process ensures that a local body of government will be "looking out for our interests." It protects residents' rights and ensures all residents have equal access to broadband.

Bradley Werner, LLC

Michael Bradley and Nancy Werner are nationally recognized and respected local government attorneys. Our firm is dedicated to representing local governments on broadband, cable, telecommunications, utilities, and right-of-way management issues. We have decades of experience representing municipalities on communications and utilities matters.

← [Previous: Assistance Available to Access Broadband and Phone Services](#)

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LAUDERDALE COUNCIL ACTION FORM

Meeting Date January 13, 2026

Agenda Item Performance Evaluation

Action Requested

Consent	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Closed Session	<input checked="" type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council last evaluated the city administrator's job performance in December 2024. Attached is a copy of the current employment agreement. I think the open discussion evaluation format has worked in the past. I am happy to talk to Councilors in advance of the meeting as well.

STAFF RECOMMENDATION:

Motion to go into closed session pursuant to Minnesota Statutes, section 13D.05, Subd. 3, to evaluate the performance of an individual who is subject to its authority – the city administrator. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation. The meeting will be recorded, and the recording will be preserved for eight years.

EMPLOYMENT AGREEMENT

This **AGREEMENT** is entered into this 9th day of January, 2024, by and between the City of Lauderdale, (hereinafter referred to as "City") and Heather Butkowski-Hinrichs, (hereinafter referred to as "Employee").

WITNESSETH:

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

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

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

Section 1. Duties

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

Section 2. Term

Employee will serve as the City Administrator effective immediately for an indefinite term. Employee will serve at the will of the Council and may be terminated with or without cause at any time. Employee may resign from her position at any time by providing at least 30 days advance written notice to the City Council unless otherwise agreed by the parties. The position is classified as exempt pursuant to state and federal fair labor laws. The Council shall conduct an annual performance review of Employee.

Section 3. Termination and Severance Pay

If the City terminates Employee when she is willing and able to perform the duties of the City Administrator, then the City will pay her—at the time of receipt of last pay check—a lump sum cash payment equal to six (6) months aggregate salary and all accrued but unused vacation and sick time off at her current hourly rate. The City will also continue to provide and pay for the benefits set forth in Section 8 for a period of six (6) months following termination. If Employee is terminated because of malfeasance in office, gross misconduct, conviction for a felony, conviction for an illegal act involving personal gain, or gross inefficiency or incompetence in office that she has failed to correct after reasonable written

notice from the City, then the City shall have no obligation to pay the termination benefits referenced herein.

If the City reduces the salary or other financial benefits of Employee in a greater percentage than an across-the-board reduction for all non-union employees, or if the City refuses, following written notice, to comply with any other provisions of this Agreement benefitting Employee, or she resigns following a formal suggestion by the City to resign, then Employee may, at her option, be deemed to be "terminated" on the effective date of her resignation and she shall be entitled to receive the termination benefits set forth above.

If Employee voluntarily resigns from her position, she shall not receive the termination benefits set forth above, except for a lump sum payment for all accrued but unused vacation and sick time.

Section 4. Compensation

Beginning March 1, 2023, the Employee's compensation will be as per the attached spreadsheet. The adjustment for the position is based on the recently completed class and compensation study. Annual pay increases thereafter will be at the same rate afforded other staff or otherwise set by the City Council.

Additionally, the City Council shall conduct a performance review of the Employee before November 30 each year. The City Council may consider a merit increase based on the Employee's overall performance.

Section 5. Dues, Subscriptions, and Registration Expenses

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

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

Section 6. Mileage and Subsistence

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

Section 7. Vacation and Sick Leave

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

Section 8. Insurance and Other Terms and Conditions of Employment

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

Section 9. Indemnification

The City shall defend and indemnify Employee pursuant to Minn. Stat. 466.07 and 465.76. In addition, the City shall defend, hold harmless, and indemnify Employee from all torts, civil damages, penalties, and fines, and violations of statutes, laws, rules and ordinances, provided that Employee was acting in the performance of her duties as the City Administrator at the time of the alleged tort or violation.

Section 10. Complete Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede any prior agreements, understandings, or undertakings between them. This Agreement may only be modified by written agreement signed by both parties and approved by the City Council.

Section 11. Governing Law

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Minnesota and the ordinances of the City.

Section 12. Binding

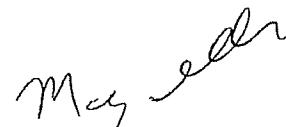
This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, and administrators of Employee's estate.

Section 13. Severability

The parties agree that the provisions of this Agreement are reasonable and not known to violate any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision herein to be illegal or unenforceable, such court may modify that provision to make it valid and enforceable. The declaration of a provision as unenforceable shall not invalidate any other provision of this Agreement.

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

The City of Lauderdale



Mary Gaasch, Mayor

Employee



Heather Butkowski-Hinrichs

Proposed 2023 Wage Schedule 3% Increase (FT based on 2,080 hours)

JOB TITLE	STEP 5	STEP 4	STEP 3	STEP 2	STEP 1
Maintenance Worker - New (FT) (Future Public Works I)	\$ 71,481.65	\$ 67,928.96	\$ 64,320.58	\$ 60,805.99	\$ 57,159.23
	\$ 5,956.80	\$ 5,660.75	\$ 5,360.05	\$ 5,067.17	\$ 4,763.27
	\$ 34.37	\$ 32.66	\$ 30.92	\$ 29.23	\$ 27.48
Maintenance Worker - Utility License (FT) (Future Public Works II)	\$ 76,290.29	\$ 72,484.84	\$ 68,640.95	\$ 64,835.13	\$ 61,015.55
	\$ 6,357.52	\$ 6,040.40	\$ 5,720.08	\$ 5,402.93	\$ 5,084.63
	\$ 36.68	\$ 34.85	\$ 33.00	\$ 31.17	\$ 29.33
Public Works Coordinator (FT)	\$ 80,778.08	\$ 76,748.77	\$ 72,678.76	\$ 68,649.06	\$ 64,604.80
	\$ 6,731.51	\$ 6,395.73	\$ 6,056.56	\$ 5,720.76	\$ 5,383.73
	\$ 38.84	\$ 36.90	\$ 34.94	\$ 33.00	\$ 31.06
Deputy Clerk (FT with Market Adjustment)	\$ 73,548.55	\$ 69,893.14	\$ 66,180.42	\$ 62,564.21	\$ 58,812.00
	\$ 6,129.05	\$ 5,824.43	\$ 5,515.03	\$ 5,213.68	\$ 4,901.00
	\$ 35.36	\$ 33.60	\$ 31.82	\$ 30.08	\$ 28.28
Asst to the City Administrator (FT with Market Adjustment)	\$ 81,617.00	\$ 77,549.53	\$ 73,450.97	\$ 69,371.90	\$ 65,291.20
	\$ 6,801.42	\$ 6,462.46	\$ 6,120.91	\$ 5,780.99	\$ 5,440.93
	\$ 39.24	\$ 37.28	\$ 35.31	\$ 33.35	\$ 31.39
City Administrator (FT - Exempt)	\$ 127,474.52	\$ 121,404.30	\$ 115,623.14	\$ 110,117.28	\$ 104,873.60
	\$ 10,622.88	\$ 10,117.03	\$ 9,635.26	\$ 9,176.44	\$ 8,739.47
	\$ 61.29	\$ 58.37	\$ 55.59	\$ 52.94	\$ 50.42

Proposed 2024 Wage Schedule 3% Increase (FT based on 2,080 hours)

JOB TITLE	STEP 5	STEP 4	STEP 3	STEP 2	STEP 1
Maintenance Worker - New (FT) (Future Public Works I)	\$ 73,626.10	\$ 69,966.83	\$ 66,250.19	\$ 62,630.17	\$ 58,874.01
	\$ 6,135.51	\$ 5,830.57	\$ 5,520.85	\$ 5,219.18	\$ 4,906.17
	\$ 35.40	\$ 33.64	\$ 31.85	\$ 30.11	\$ 28.30
Maintenance Worker - Utility License (FT) (Future Public Works II)	\$ 78,579.00	\$ 74,659.39	\$ 70,700.18	\$ 66,780.18	\$ 62,846.02
	\$ 6,548.25	\$ 6,221.62	\$ 5,891.68	\$ 5,565.01	\$ 5,237.17
	\$ 37.78	\$ 35.89	\$ 33.99	\$ 32.11	\$ 30.21
Public Works Coordinator (FT)	\$ 83,201.42	\$ 79,051.23	\$ 74,859.12	\$ 70,708.53	\$ 66,542.94
	\$ 6,933.45	\$ 6,587.60	\$ 6,238.26	\$ 5,892.38	\$ 5,545.25
	\$ 40.00	\$ 38.01	\$ 35.99	\$ 33.99	\$ 31.99
Deputy Clerk (FT)	\$ 75,755.01	\$ 71,989.93	\$ 68,165.83	\$ 64,441.13	\$ 60,576.36
	\$ 6,312.92	\$ 5,999.16	\$ 5,680.49	\$ 5,370.09	\$ 5,048.03
	\$ 36.42	\$ 34.61	\$ 32.77	\$ 30.98	\$ 29.12
Asst to the City Administrator (FT)	\$ 84,065.51	\$ 79,876.02	\$ 75,654.50	\$ 71,453.06	\$ 67,249.94
	\$ 7,005.46	\$ 6,656.33	\$ 6,304.54	\$ 5,954.42	\$ 5,604.16
	\$ 40.42	\$ 38.40	\$ 36.37	\$ 34.35	\$ 32.33
City Administrator (FT - Exempt)	\$ 137,863.69	\$ 134,689.88	\$ 127,595.56	\$ 120,509.60	\$ 113,420.80
	\$ 11,488.64	\$ 11,224.16	\$ 10,632.96	\$ 10,042.47	\$ 9,451.73
	\$ 66.28	\$ 64.75	\$ 61.34	\$ 57.94	\$ 54.53

Proposed 2025 Wage Schedule 3% increase (FT based on 2,080 hours)

JOB TITLE	STEP 5	STEP 4	STEP 3	STEP 2	STEP 1
Maintenance Worker - New (FT) (Future Public Works I)	\$ 75,834.88 \$ 6,319.57 \$ 36.46	\$ 72,065.84 \$ 6,005.49 \$ 34.65	\$ 68,237.70 \$ 5,686.48 \$ 32.81	\$ 64,509.08 \$ 5,375.76 \$ 31.01	\$ 60,640.23 \$ 5,053.35 \$ 29.15
Maintenance Worker - Utility License (FT) (Future Public Works II)	\$ 80,936.37 \$ 6,744.70 \$ 38.91	\$ 76,899.17 \$ 6,408.26 \$ 36.97	\$ 72,821.18 \$ 6,068.43 \$ 35.01	\$ 68,783.58 \$ 5,731.97 \$ 33.07	\$ 64,731.40 \$ 5,394.28 \$ 31.12
Public Works Coordinator (FT)	\$ 85,697.47 \$ 7,141.46 \$ 41.20	\$ 81,422.77 \$ 6,785.23 \$ 39.15	\$ 77,104.90 \$ 6,425.41 \$ 37.07	\$ 72,829.79 \$ 6,069.15 \$ 35.01	\$ 68,539.23 \$ 5,711.60 \$ 32.95
Deputy Clerk (FT)	\$ 78,027.66 \$ 6,502.30 \$ 37.51	\$ 74,149.63 \$ 6,179.14 \$ 35.65	\$ 70,210.80 \$ 5,850.90 \$ 33.76	\$ 66,374.37 \$ 5,531.20 \$ 31.91	\$ 62,393.65 \$ 5,199.47 \$ 30.00
Asst to the City Administrator (FT)	\$ 86,587.48 \$ 7,215.62 \$ 41.63	\$ 82,272.30 \$ 6,856.02 \$ 39.55	\$ 77,924.13 \$ 6,493.68 \$ 37.46	\$ 73,596.65 \$ 6,133.05 \$ 35.38	\$ 69,267.43 \$ 5,772.29 \$ 33.30
City Administrator (FT - Exempt)	\$ 141,999.60 \$ 11,833.30 \$ 68.27	\$ 138,730.57 \$ 11,560.88 \$ 66.70	\$ 131,423.43 \$ 10,951.95 \$ 63.18	\$ 124,124.89 \$ 10,343.74 \$ 59.68	\$ 116,823.42 \$ 9,735.29 \$ 56.17