
**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
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DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◦ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Mayor, Councilmembers and Consultants
FROM: Timothy J. Kuntz, City Attorney
DATE: January 27, 2016
RE: 2016 Contracts for the Positions of City Clerk, City Administrator, City Treasurer and City Forester – February 2, 2016 City Council Meeting Agenda Item 8(a)

Section 1. Background. The contracts for the positions of City Administrator and City Forester expired on December 31, 2015. The contracts for City Administrator, City Forester, City Clerk and City Treasurer are subject to compensation review at this time.

At the January 19, 2016 Council meeting, the Council directed Mayor Park and Councilmember Bulach to bring back a recommendation concerning compensation for the four positions.

On January 26, 2016, Mayor Park and Councilmember Bulach met to prepare a recommendation to the Council.

At the February 2, 2016 Council meeting, the Council will act on the compensation recommendation.

As background, compensation for 2015 was as follows:

City Clerk:	\$12,950 per year payable in the monthly sum of \$1,079.17
City Administrator:	\$5,550 per year payable in the monthly sum of \$462.50
City Treasurer:	\$18,500 per year payable in the monthly sum of \$1,541.66
City Forester:	Hourly rate of \$53.00 per hour

Mayor Park and Councilmember Bulach are recommending an approximate 4% salary increase for the positions of City Clerk, City Administrator, City Treasurer and City Forester for 2016 resulting in compensation for the four positions as follows (note the numbers have been rounded up):

City Clerk:	\$13,490 per year payable in the monthly sum of \$1,124.17
City Administrator:	\$5,781 per year payable in the monthly sum of \$481.75
City Treasurer:	\$19,270 per year payable in the monthly sum of \$1,605.84
City Forester:	Hourly rate of \$55.00 per hour

Section 2. Council Action. The Council is asked to consider the attached Resolution approving the following Addenda at the February 2, 2016, Council meeting:

1. Addendum No. 9 to Employment Agreement between the City of Sunfish Lake and Catherine Iago for City Clerk Services.
2. Addendum No. 7 to Independent Contractor Agreement between the City of Sunfish Lake and Iago Consulting, LLC for Administrative Services.
3. Addendum No. 3 to Employment Agreement between the City of Sunfish Lake and Ann Lanoue for City Treasurer Services.
4. Addendum No. 7 to Independent Contractor Agreement between the City of Sunfish Lake and Living Sculpture Tree and Shrub Care, Inc. for City Forester Services.

Attachments

**CITY OF SUNFISH LAKE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 16-_____

**RESOLUTION APPROVING ADDENDUM NO. 9 TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY AND CATHERINE IAGO FOR CITY CLERK
SERVICES AND ADDENDUM NO. 3 TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY AND ANN LANOUE FOR CITY TREASURER SERVICES AND
ADDENDUM NO. 7 TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE CITY AND LIVING SCULPTURE TREE AND SHRUB CARE, INC. FOR CITY
FORESTER SERVICES AND ADDENDUM NO. 7 TO INDEPENDENT CONTRACTOR
AGREEMENT BETWEEN THE CITY AND IAGO CONSULTING, LLC FOR
ADMINISTRATIVE SERVICES**

WHEREAS, the compensation terms under the Employment Agreements for the positions of City Clerk and City Treasurer expired on December 31, 2015.

WHEREAS, the Independent Contractor Agreements for the positions of City Administrator and City Forester expired on December 31, 2015.

WHEREAS, the parties desire to adjust the terms of the Employment Agreements and Independent Contractor Agreements and to adjust the compensation of the Employment Agreements and Independent Contractor Agreements.

WHEREAS, the following attached Addenda have been prepared with respect to adjusting the terms and compensation of the above-referenced Employment Agreements and Independent Contractor Agreements:

1. Addendum No. 9 to Employment Agreement between the City of Sunfish Lake and Catherine Iago for City Clerk Services;
2. Addendum No. 7 to Independent Contractor Agreement between the City of Sunfish Lake and Iago Consulting, LLC for Administrative Services;
3. Addendum No. 3 to Employment Agreement between the City of Sunfish Lake and Ann Lanoue for City Treasurer Services; and
4. Addendum No. 7 to Independent Contractor Agreement between the City of Sunfish Lake and Living Sculpture Tree and Shrub Care, Inc. for City Forester Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNFISH LAKE:

The Council hereby approves the following attached Addenda:

1. Addendum No. 9 to Employment Agreement between the City of Sunfish Lake and Catherine Iago for City Clerk Services;

2. Addendum No. 7 to Independent Contractor Agreement between the City of Sunfish Lake and Iago Consulting, LLC for Administrative Services;
3. Addendum No. 3 to Employment Agreement between the City of Sunfish Lake and Ann Lanoue for City Treasurer Services; and
4. Addendum No. 7 to Independent Contractor Agreement between the City of Sunfish Lake and Living Sculpture Tree and Shrub Care, Inc. for City Forester Services.

Passed this 2nd day of February, 2016.

Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

**ADDENDUM NO. 9 TO EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF SUNFISH LAKE AND CATHERINE IAGO**

THIS ADDENDUM NO. 9 TO EMPLOYMENT AGREEMENT ("Addendum No. 9") is entered into this 2nd day of February, 2016, by and between Catherine Iago ("Iago") and the City of Sunfish Lake, a Minnesota municipal corporation ("City"). Subject to the conditions and terms of this Addendum No. 9 and in reliance upon the covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, the City and Iago entered into an Employment Agreement dated July 1, 2007 ("Employment Agreement") for the position of City Clerk.

WHEREAS, the Employment Agreement is for an indefinite term, subject to termination by Iago or by the City, at any time.

WHEREAS, Section 4.4 of the Employment Agreement sets forth the compensation for Iago's services as City Clerk.

WHEREAS, Section 4.4 of the Employment Agreement provides that the parties will annually review the compensation amount and determine if any adjustment is warranted. Section 4.4 states that if the parties do agree to an adjustment, the adjustment must be memorialized by an addendum to the Employment Agreement.

WHEREAS, the Employment Agreement was amended by the City and Iago entering into the following Addenda:

- Addendum No. 1 to the Employment Agreement dated July 1, 2008.
- Addendum No. 2 to the Employment Agreement dated January 1, 2009.
- Addendum No. 3 to the Employment Agreement dated January 1, 2010.
- Addendum No. 4 to the Employment Agreement dated January 1, 2011.
- Addendum No. 5 to the Employment Agreement dated January 1, 2012.
- Addendum No. 6 to the Employment Agreement is dated January 1, 2013.
- Addendum No. 7 to the Employment Agreement is dated January 1, 2014.
- Addendum No. 8 to the Employment Agreement is dated January 1, 2015.

WHEREAS, effective January 1, 2016, the parties desire to adjust compensation by making an amendment to Section 4.4.

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

ARTICLE 2
AMENDMENT

2.1 Amendment. The parties agree that Section 4.4 of the Employment Agreement is hereby amended to read as follows:

4.4 Compensation. Beginning January 1, 2016, as and for compensation for Iago's services as City Clerk, the City shall pay Iago an annual salary in the amount of \$13,490 payable in the monthly sum of \$1,124.17 on the last day of each month. The City shall pay all employment taxes required by state and federal law and make all other employment-related withholdings required by state and federal law. On an annual basis or at such intervals as the parties may agree, the City Council and Iago shall review the compensation amount paid to Iago and shall determine if any adjustment is warranted. If Iago and the City Council agree to an adjustment, the adjustment shall be memorialized by an addendum that shall be added to this Agreement.

Iago understands that the position of City Clerk requires attendance at evening meetings and occasionally weekend meetings. Iago understands that her attendance at these meetings is part of her duties as City Clerk and that the City will not pay her additional compensation or compensatory time for such attendance. Iago understands that she is not entitled to overtime pay.

2.2 No change to other terms. Other than the Amendment referenced in Section 2.1 above, all of the other terms, conditions and provisions of the Employment Agreement, as amended, shall remain in full force and effect without modification.

2.3 Effective Date. The Effective Date of the Amendment set forth in Section 2.1 above shall be January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 9 to the Employment Agreement the day and year first set forth above.

CITY OF SUNFISH LAKE

By: _____
Molly Park, Mayor

ATTEST:

City Clerk

CATHERINE IAGO

Catherine Iago

ADDENDUM NO. 7 TO INDEPENDENT CONTRACTOR AGREEMENT
RELATING TO ADMINISTRATIVE SERVICES
FOR THE CITY OF SUNFISH LAKE

This ADDENDUM NO. 7 TO INDEPENDENT CONTRACTOR AGREEMENT RELATING TO ADMINISTRATIVE SERVICES FOR THE CITY OF SUNFISH LAKE ("Addendum No. 7") is entered into this 2nd day of February, 2016, by and between Iago Consulting, LLC, a Minnesota limited liability company ("Iago Consulting"), and the City of Sunfish Lake, a Minnesota municipal corporation ("City"). Subject to the conditions and terms of this Addendum No. 7 and in reliance upon the covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, the City and Iago Consulting entered into an Independent Contractor Agreement dated January 1, 2009 ("Agreement") for administrative services.

WHEREAS, the Agreement is for a finite term.

WHEREAS, Section 2.2 of the Agreement sets forth the term.

WHEREAS, Section 3.4 of the Agreement sets forth the compensation.

WHEREAS, effective January 1, 2016, the parties desire to adjust the term by making an amendment to Section 2.2 and to adjust the compensation by making an amendment to Section 3.4.

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

ARTICLE 2
AMENDMENT

2.1 Amendment. The parties agree that Section 2.2 of the Agreement is hereby amended to read as follows:

2.2 Contract Term. "Contract Term" shall mean from January 1, 2016, to December 31, 2016.

2.2 Amendment. The parties agree that Section 3.4 of the Agreement is hereby amended to read as follows:

3.4 Compensation. As and for consideration for Iago Consulting performing Administrative Services, the City shall pay Iago Consulting the lump sum amount of \$5,781 for the Contract Term, payable by the monthly sum of \$481.75 for each month of the twelve (12) months from January 1, 2016, to December 31, 2016, on the last day of each month.

2.3 No change to other terms. Other than the Amendments referenced in Sections 2.1 and 2.2, all of the other terms, conditions and provisions of the Agreement, as amended, shall remain in full force and effect without modification.

2.4 Effective Date. The Effective Date of the Amendments set forth in Section 2.1 and 2.2 above shall be January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 7 to the Agreement the day and year first set forth above.

CITY OF SUNFISH LAKE

By: _____
Molly Park, Mayor

ATTEST:

City Clerk

IAGO CONSULTING, LLC

By: _____
Catherine Iago
Its: President

**ADDENDUM NO. 3 TO EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF SUNFISH LAKE AND ANN LANOUE**

THIS ADDENDUM NO. 3 TO EMPLOYMENT AGREEMENT ("Addendum No. 3") is entered into this 2nd day of February, 2016, by and between Ann Lanoue ("Lanoue") and the City of Sunfish Lake, a Minnesota municipal corporation ("City"). Subject to the conditions and terms of this Addendum No. 3 and in reliance upon the covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, the City and Lanoue entered into an Employment Agreement dated May 1, 2013 ("Employment Agreement") for the position of City Treasurer.

WHEREAS, the Employment Agreement is for an indefinite term, subject to termination by Lanoue or by the City, at any time.

WHEREAS, Section 4.4 of the Employment Agreement sets forth the compensation for Lanoue's services as City Treasurer.

WHEREAS, Section 4.4 of the Employment Agreement provides that the parties will annually review the compensation amount and determine if any adjustment is warranted; Section 4.4 states that if the parties do agree to an adjustment, the adjustment must be memorialized by and addendum to the Employment Agreement.

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

ARTICLE 2
AMENDMENT

2.1 Amendment. The parties agree that Section 4.4 of the Employment Agreement is hereby amended to read as follows:

4.4 Compensation. As and for compensation for Lanoue's services as City Treasurer, the City shall pay Lanoue an annual amount of \$19,270 payable by twelve monthly installments on the last day of each month in the amount of \$1,605.84. The City shall pay all employment taxes required by state and federal law and make all other employment-related withholdings required by state and federal law.

On an annual basis or at such intervals as the parties may agree, the City Council and Lanoue shall review the compensation amount paid to Lanoue and shall determine if any adjustment is warranted. If Lanoue and the City Council agree to an adjustment, the adjustment shall be memorialized by an addendum that shall be added to this Agreement.

Lanoue understands that the position of City Treasurer requires attendance at evening meetings and occasionally weekend meetings. Lanoue understands that her attendance at these meetings is part of her duties as City Treasurer and that the City will not pay her additional compensation or compensatory time for such

attendance beyond the annual salaried amount. Lanoue understands that she is not entitled to overtime pay.

2.2 No change to other terms. Other than the Amendment referenced in Section 2.1 above, all of the other terms, conditions and provisions of the Employment Agreement, as amended, shall remain in full force and effect without modification.

2.3 Effective Date. The Effective Date of the Amendment set forth in Section 2.1 above shall be January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 3 to the Employment Agreement the day and year first set forth above.

CITY OF SUNFISH LAKE

By: _____
Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

ANN LANOUE

Ann Lanoue

ADDENDUM NO. 7 TO INDEPENDENT CONTRACTOR AGREEMENT
RELATING TO FORESTER SERVICES
FOR THE CITY OF SUNFISH LAKE

This ADDENDUM NO. 7 TO INDEPENDENT CONTRACTOR AGREEMENT RELATING TO CITY FORESTER SERVICES FOR THE CITY OF SUNFISH LAKE ("Addendum No. 7") is entered into this 2nd day of February, 2016, by and between Living Sculpture Tree and Shrub Care, Inc., a Minnesota corporation ("Living Sculpture"), and the City of Sunfish Lake, a Minnesota municipal corporation ("City"). Subject to the conditions and terms of this Addendum No. 7 and in reliance upon the covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, the City and Living Sculpture entered into an Independent Contractor Agreement dated July 1, 2009 ("Agreement") for forester services.

WHEREAS, the Agreement is for a finite term.

WHEREAS, Section 2.2 of the Agreement sets forth the term.

WHEREAS, Section 3.4 of the Agreement sets forth the compensation.

WHEREAS, effective January 1, 2016, the parties desire to adjust the term by making an amendment to Section 2.2 and to adjust the compensation by making an amendment to Section 3.4.

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

ARTICLE 2
AMENDMENT

2.1 Amendment. The parties agree that Section 2.2 of the Agreement is hereby amended to read as follows:

2.2 Contract Term. "Contract Term" shall mean from January 1, 2016, to December 31, 2016.

2.2 Amendment. The parties agree that Section 3.4 of the Agreement is hereby amended to read as follows:

3.4 Compensation for Forester Services. As and for consideration for Living Sculpture performing Forester Services, the City shall pay Living Sculpture the following amounts:

a.) An hourly amount of \$55.00 per hour for Forester Services performed during the Contract Term.

- b.) To the extent tasks or projects require supplies and materials (such as trees, shrubs and mulch) and to the extent the Council requests that Living Sculpture provide such supplies and materials, the City shall pay Living Sculpture for the supplies and materials at the same price that Living Sculpture purchased such supplies and materials; there shall be no mark-up in price by Living Sculpture above that which Living Sculpture paid for the supplies and materials.

Living Sculpture shall bill the City on a monthly basis for the hours worked; the City shall pay Living Sculpture within thirty (30) days after the invoice.

2.3 No change to other terms. Other than the Amendments referenced in Sections 2.1 and 2.2, all of the other terms, conditions and provisions of the Agreement, as amended, shall remain in full force and effect without modification.

2.4 Effective Date. The Effective Date of the Amendments set forth in Section 2.1 and 2.2 above shall be January 1, 2016.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 7 to the Agreement the day and year first set forth above.

CITY OF SUNFISH LAKE

By: _____
Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

LIVING SCULPTURE TREE AND SHRUB CARE, INC.

By: _____
Jim Naves
Its President