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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◻*DONALD L. HOEFT
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

MEMO

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

TO: Mayor, Councilmembers and Consultants
FROM: Timothy J. Kuntz, City Attorney
DATE: January 2, 2013
RE: 2013 Contracts for the Positions of City Clerk, City Administrator, City Treasurer and City Forester – January 8, 2013 City Council Meeting Agenda Items 8(b) and 8(c)

Section 1. Background. The contracts for the positions of City Clerk, City Administrator, City Treasurer and City Forester expired December 31, 2012. Current compensation is as follows:

City Clerk: \$10,632 per year payable in the monthly sum of \$886
City Administrator: \$4,466.88 per year payable in the monthly sum of \$372.24
City Treasurer: Hourly rate of \$66.30 per hour
City Forester: Hourly rate of \$42.43 per hour

At the December 2012 consultant reviews, the Council agreed that it would discuss compensation for the above-referenced positions at the first regular Council meeting in January 2013.

Accordingly, the Council should discuss compensation at the January 8, 2013 Council meeting and make a decision whether there are to be any compensation changes to the above-referenced positions at the January 8, 2013 meeting.

Section 2. Council Action. The Council is asked to consider the attached Resolution approving the following Addenda at the January 8, 2013, Council meeting:

1. Addendum No. 6 to Employment Agreement between the City of Sunfish Lake and Catherine Iago for City Clerk Services.
2. Addendum No. 4 to Independent Contractor Agreement between the City of Sunfish Lake and Iago Consulting, LLC for Administrative Services.
3. Addendum No. 6 to Employment Agreement between the City of Sunfish Lake and Mike Blair for City Treasurer Services.

4. Addendum No. 4 to Independent Contractor Agreement between the City of Sunfish Lake and Living Sculpture Tree and Shrub Care, Inc. for City Forester Services.

The compensation amounts shown in the attached Addenda have been left blank and should be finalized by the Council at the January 8, 2013 Council meeting, as stated above.

Attachments

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

RESOLUTION NO. 13-_____

**RESOLUTION APPROVING ADDENDUM NO. 6 TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY AND CATHERINE IAGO FOR CITY CLERK
SERVICES AND ADDENDUM NO. 6 TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY AND MIKE BLAIR FOR CITY TREASURER SERVICES AND
ADDENDUM NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE CITY AND LIVING SCULPTURE TREE AND SHRUB CARE, INC. FOR CITY
FORESTER SERVICES AND ADDENDUM NO. 4 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, 2012.

WHEREAS, the Independent Contractor Agreements for the positions of City Administrator and City Forester expired on December 31, 2012.

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. 6 to Employment Agreement between the City of Sunfish Lake and Catherine Iago for City Clerk Services;
2. Addendum No. 4 to Independent Contractor Agreement between the City of Sunfish Lake and Iago Consulting, LLC for Administrative Services;
3. Addendum No. 6 to Employment Agreement between the City of Sunfish Lake and Mike Blair for City Treasurer Services; and
4. Addendum No. 4 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. 6 to Employment Agreement between the City of Sunfish Lake and Catherine Iago for City Clerk Services;
2. Addendum No. 4 to Independent Contractor Agreement between the City of Sunfish Lake and Iago Consulting, LLC for Administrative Services;
3. Addendum No. 6 to Employment Agreement between the City of Sunfish Lake and Mike Blair for City Treasurer Services; and
4. Addendum No. 4 to Independent Contractor Agreement between the City of Sunfish Lake and Living Sculpture Tree and Shrub Care, Inc. for City Forester Services.

Passed this 8th day of January, 2013.

Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

**ADDENDUM NO. 6 TO EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF SUNFISH LAKE AND CATHERINE IAGO**

THIS ADDENDUM NO. 6 TO EMPLOYMENT AGREEMENT ("Addendum No. 6") is entered into this 8th day of January, 2013, 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. 6 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.

WHEREAS, effective January 1, 2013, 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, 2013, as and for compensation for Iago's services as City Clerk, the City shall pay Iago an annual salary in the amount of \$_____, payable in the monthly sum of \$_____ 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, 2013.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 6 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. 4 TO INDEPENDENT CONTRACTOR AGREEMENT
RELATING TO ADMINISTRATIVE SERVICES
FOR THE CITY OF SUNFISH LAKE

This **ADDENDUM NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT RELATING TO ADMINISTRATIVE SERVICES FOR THE CITY OF SUNFISH LAKE** ("Addendum No. 4") is entered into this 8th day of January, 2013, 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. 4 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, 2013, 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, 2013, to December 31, 2013.

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 \$_____ for the Contract Term, payable by the monthly sum of \$_____ for each month of the twelve (12) months from January 1, 2013, to December 31, 2013, 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, 2013.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 4 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. 6 TO EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF SUNFISH LAKE AND MICHAEL BLAIR**

THIS ADDENDUM NO. 6 TO EMPLOYMENT AGREEMENT (“Addendum No. 6”) is entered into this 8th day of January, 2013, by and between Michael Blair (“Blair”) and the City of Sunfish Lake, a Minnesota municipal corporation (“City”). Subject to the conditions and terms of this Addendum No. 6 and in reliance upon the covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, the City and Blair entered into an Employment Agreement dated July 1, 2007 (“Employment Agreement”) for the position of City Treasurer.

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

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

WHEREAS, the Employment Agreement was amended by the City and Blair 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.

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. For the time period of January 1, 2013, to December 31, 2013, as and for compensation for Blair’s services as City Treasurer, the City shall pay Blair an hourly amount of \$_____ per hour payable on the last day of each month. Blair shall keep accurate time records to show the amount of time worked. 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 Blair shall review the compensation amount paid to Blair and shall determine if any adjustment is warranted. If Blair and the City Council agree to an adjustment, the adjustment shall be memorialized by an addendum that shall be added to this Agreement.

Blair understands that the position of City Treasurer requires attendance at evening meetings and occasionally weekend meetings. Blair understands that his attendance at these meetings is part of his duties as City Treasurer and that the City will not pay him additional compensation or compensatory time for such attendance beyond the regular hourly rate. Blair understands that he 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, 2013.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 6 to the Employment Agreement the day and year first set forth above.

CITY OF SUNFISH LAKE

By: _____
Molly Park, Mayor

ATTEST:

City Clerk

MICHAEL BLAIR

Michael Blair

ADDENDUM NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT
RELATING TO FORESTER SERVICES
FOR THE CITY OF SUNFISH LAKE

This **ADDENDUM NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT RELATING TO CITY FORESTER SERVICES FOR THE CITY OF SUNFISH LAKE** ("Addendum No. 4") is entered into this 8th day of January, 2013, 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. 4 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, 2013, 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, 2013, to December 31, 2013.

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 \$_____ 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, 2013.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 4 to the Agreement the day and year first set forth above.

CITY OF SUNFISH LAKE

By: _____
Molly Park, Mayor

ATTEST:

City Clerk

LIVING SCULPTURE TREE AND SHRUB CARE, INC.

By: _____
Jim Naves
Its President