
LEVANDER, GILLEN & MILLER, P.A.

ATTORNEYS AT LAW

MEMO

TO: Mayor, Councilmembers and Consultants
FROM: Timothy J. Kuntz, City Attorney
DATE: December 31, 2014
RE: 2015 Contracts for the Positions of City Clerk, City Administrator, City Treasurer and City Forester – January 6, 2015 City Council Meeting
Agenda Item 8(a) & 8(b)

Section 1. Background. The contracts for the positions of City Clerk, City Administrator, City Treasurer and City Forester expire on December 31, 2014.

The process last year was for the City Council to discuss compensation increases, if any, at the January Council meeting and then formally approve the compensation increases (retroactive to January 1) at the February Council meeting.

At the request of the Council, this year the compensation increases will first be discussed prior to the January Council meeting when Mayor Molly Park and Councilmember Steve Bulach meet on January 5, 2015 at the city attorney's office to formulate a recommendation. At the January 6, 2015 Council meeting, Mayor Molly Park and Councilmember Steve Bulach will report the outcome of their discussions and make a recommendation to the Council.

Current compensation for 2014 is as follows:

City Clerk:	\$11,169.98 per year payable in the monthly sum of \$930.83
City Administrator:	\$4,692.97 per year payable in the monthly sum of \$391.08
City Treasurer:	Hourly rate of \$69.66 per hour
City Forester:	Hourly rate of \$51.50 per hour

Section 2. Council Action. At the January 6, 2015 Council meeting, the Council should formally approve the compensation increases, if any, retroactive to January 1, 2015.

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
oSTEPHEN H. Fochler
oJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
o*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

*ALSO ADMITTED IN WISCONSIN
oALSO ADMITTED IN NORTH DAKOTA
oALSO ADMITTED IN MASSACHUSETTS
oALSO ADMITTED IN OKLAHOMA

Attached to this memo are the 2015 addenda to the employment agreements and independent contractor agreements for the positions of City Clerk, City Administrator, City Treasurer and City Forester; however, there are blanks for the compensation amounts.

The Council is asked to consider the attached Resolution approving the following Addenda at the January 6, 2015, Council meeting:

1. Addendum No. 8 to Employment Agreement between the City of Sunfish Lake and Catherine Iago for City Clerk Services.
2. Addendum No. 6 to Independent Contractor Agreement between the City of Sunfish Lake and Iago Consulting, LLC for Administrative Services.
3. Addendum No. 2 to Employment Agreement between the City of Sunfish Lake and Ann Lanoue for City Treasurer Services.
4. Addendum No. 6 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. 15-_____

**RESOLUTION APPROVING ADDENDUM NO. 8 TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY AND CATHERINE IAGO FOR CITY CLERK
SERVICES AND ADDENDUM NO. 2 TO EMPLOYMENT AGREEMENT BETWEEN
THE CITY AND ANN LANOUE FOR CITY TREASURER SERVICES AND
ADDENDUM NO. 6 TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE CITY AND LIVING SCULPTURE TREE AND SHRUB CARE, INC. FOR CITY
FORESTER SERVICES AND ADDENDUM NO. 6 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, 2014.

WHEREAS, the Independent Contractor Agreements for the positions of City Administrator and City Forester expired on December 31, 2014.

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. 8 to Employment Agreement between the City of Sunfish Lake and Catherine Iago for City Clerk Services;
2. Addendum No. 6 to Independent Contractor Agreement between the City of Sunfish Lake and Iago Consulting, LLC for Administrative Services;
3. Addendum No. 2 to Employment Agreement between the City of Sunfish Lake and Ann Lanoue for City Treasurer Services; and
4. Addendum No. 6 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. 8 to Employment Agreement between the City of Sunfish Lake and Catherine Iago for City Clerk Services;

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

Passed this 6th day of January, 2015.

Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

**ADDENDUM NO. 8 TO EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF SUNFISH LAKE AND CATHERINE IAGO**

THIS ADDENDUM NO. 8 TO EMPLOYMENT AGREEMENT (“Addendum No. 8”) is entered into this 6th day of January, 2015, 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. 8 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.

WHEREAS, effective January 1, 2015, 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, 2015, 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, 2015.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 8 to the Employment Agreement the day and year first set forth above.

CITY OF SUNEISH LAKE

By: _____

Molly Park, Mayor

ATTEST:

City Clerk

CATHERINE IAGO

Catherine Iago