



Mayor Elizabeth Olson
Council Member Durwin Tomperi
Council Member Dan Warmbold
Council Member Robyn Keranen
Council Member Art Huebner

**City of Menahga
City Council Special Meeting
Wednesday, September 7, 2022**

6:00 p.m.

City Council Chambers
115 2nd Street NE
Menahga MN 56464
www.cityofmenahga.com

**NOTE: Art Huebner will be attending via Telephone from
125 10th St. SE, Menahga, MN.**

Agenda

- a. Call to Order
- b. Roll Call
- c. Pledge of Allegiance
- d. Approval of Minutes
 - August 8, 2022
 - August 26, 2022 – moved to September 12, 2022 Regular Meeting
 - August 29, 2022
- e. Approve Interim Employment Agreement – Laura Ahlf
- f. Hiring of a Deputy Clerk – Lacey Erickson
- g. Shared Service Agreement with Sourcewell – Jake Huebsch
- h. Reaffirm Continuance of Any and All Uncompleted Existing Business Contracts
- i. Adjournment

Comments from visitors must be informational in nature and not exceed five (5) minutes per issue. The City Council cannot engage in a discussion or debate in those five minutes but will take the information and find answers if that is appropriate. As part of the City Council protocol, it is unacceptable for any speaker to slander or engage in character assassination at a public council meeting.

**City of Menahga
Regular City Council Minutes
Monday August 8, 2022**

1. Call to Order

The Menahga City Council held their Regular Monthly Meeting on Monday August 8, 2022.

Mayor Liz Olson called the meeting to order at 6:00 pm

2. Roll Call

Comprising a quorum of the council, the following members were present:

Mayor Elizabeth Olson Durwin Tomperi Robyn Keranen
Dan Warmbold Art Huebner

City Office Staff present: Betty J. Thomsen and Dustyne Hewitt

3. Pledge of Allegiance

4. Approval of Agenda

Add the following items to the agenda: 12.o. – Hire Zoning Official, 12.p. – Colors for Water Tower, 12.q. – WCTA Camera Proposal, 12.r. – Procedure for Submitting Bills for Payment, 12.s. – Sale of Road Grader Discussion, 12.t. – Building/Grounds Walk Through.

Main Motion: To approve the agenda with the following amendments: 12.o. – Hire Zoning Official, 12.p. – Colors for Water Tower, 12.q. – WCTA Camera Proposal, 12.r. – Procedure for Submitting Bills for Payment, 12.s. – Sale of Road Grader Discussion, 12.t. – Building/Grounds Walk Through.

Moved	Warmbold
Seconded by:	Tomperi
Action:	Motion carried by a 5-0 voice vote
In favor:	Olson, Tomperi, Warmbold, Keranen, Huebner
Opposed:	none

5. Excess Property Bid Opening – 6:15 pm

Police Chief Adam Gunderson provided the City Council with a list of excess property in July 2022. The City of Menahga then declared vehicles on the Police Chief's list as excess property at their Regular Council Meeting on July 11, 2022, by Resolution #2022-030.

The council discussed the fact that some of the vehicles that were in the lineup (on the east side of the building) were not in the ad, and the 2013 Ford Explorer (Old Squad) was not with the other vehicles. Police Chief Adam Gunderson (who provided the information) said that the 2013 was on the west side of the City Hall, as he was removing the decals off the side. Gunderson went on to state that there was a misunderstanding with Kenny Philips about what vehicles should be brought in and sold. Gunderson said that the Chevy Venture in the ad, was a Ford 150 Pickup (license plates were from a Chevy Venture). It was also noted that the year on the Ford Expedition was advertised as a 1991, however, was actually a 1997 model.

Mayor Olson read the sealed bids into record: Winning bid is noted in bold letters.

2001 Jeep Grand Cherokee: Tim Matteson - \$300, Seth Hewitt - \$500, Terry Millbrandt - \$101.58, **Ron Yliniemi - \$1,200.**

1993 Mercedes: Tim Matteson - \$200 and Terry Millbrandt \$101.58.

1997 Ford Expedition (advertised as a 1991): Tim Matteson - \$300.

1991 Pontiac Grand Am: Tim Matteson - \$200 and Seth Hewitt \$121

2013 Ford Explorer (Old Squad): Tim Matteson - \$800, **Joan Liimatta - \$3111** and Jennifer Phillips - \$1500.

2001 Pontiac Bonneville: Tim Matteson - \$400, Seth Hewitt - \$205, Terry Millbrandt - \$101.58, **Jennifer Phillips - \$500**, Ron Yliniemi - \$500 (due to a tie, Yliniemi was present and bowed out, so Phillips was awarded the high bid).

2004 Ford F150 or noted inaccurately, as a Chevy Venture: Tim Matteson - \$300.

Smart Board #1: Dustyne Hewitt - \$31 and **Melissa A&M Academy (Melissa Gunderson) - \$101.**

Smart Board # 3: Melissa A&M Academy (Melissa Gunderson) - \$51.

Main Motion: To accept the high bids (BOLD LETTERS ABOVE) on the Excess Property.

Moved by:	Warmbold
Seconded by:	Tomperi
Action:	Motion carried by 5-0 voice vote.
In favor:	Tomperi, Warmbold, Olson, Keranen, Huebner
Opposed:	none

6. Greenwood Connections Audit Report - 6:30 pm

Jed Cheney a Principal at CliftonLarsonAllen LLP, presented the Greenwood Connections 2021 Audit to the Menahga City Council and the Greenwood Connections Board. Cheney gave an overview of the audit and professional services they provided. There were no uncorrected audit adjustments and no disagreements with management over any audit adjustments. Corrected audit adjustments included GASB 68 pension recording and Paycheck Protection Loan and Provider Relief funds that were recognized in the fiscal year. Cheney discussed internal control and weaknesses and noted no concerns. He reviewed the financial highlights with the Council by comparing GWC to other peers in the same region. GWC has 167.4 days of cash-on-hand compared to 114.23 days of cash-on-hand by its' peers. GWC days in accounts receivable were comparable to peers at 39.41. GWC debt service coverage ratio is 6.10 compared to 1.19 of its' peers and an operating margin was positive 11.45% compared to a negative 4.56% of its' peers. Cheney noted that as indicated in the slides he presented, Greenwood Connections is in a strong financial position.

Main Motion: To accept the Greenwood Connections Audit as presented.

Moved by:	Tomperi
Seconded by:	Keranen
Action:	Motion carried by 5-0 voice vote.
In favor:	Tomperi, Warmbold, Olson, Keranen, Huebner
Opposed:	none

7. Notices and Communications:

- a. Minnesota DNR Matching Grant Denial Letter** - Information no action
- b. Community Safety Net Thank You** -Information no action

8. Public Forum and Correspondence: None

9. Consent Agenda – Minutes to Approve

- a. July 11, 2022 – Regular Meeting
- b. July 25, 2022 – Special/Work Session Meeting

Main Motion: To approve the Minutes of the Special/Work Session Meeting of July 25, 2022 and the Regular Meeting Minutes of July 11, 2022, as presented.

Moved by:	Tomperi
Seconded by:	Warmbold
Action:	Motion carried by a 5-0 voice vote
In favor:	Olson, Tomperi, Warmbold, Keranen, Huebner
Opposed:	none

10. Public Hearings - None

11. Acknowledgment/Motion of receipt of board/commission minutes.

- a. Greenwood Connections Administrator Laura Ahlf presented her report.
 - i. Nursing Home census was 87% for July 2022.
 - ii. Reported on staffing challenges.
 - iii. Positive bottom line for the month of June 2022.
 - iv. Carpeting and Dining Room lights installed.
 - v. Assisted Living needs new outside lights.
 - vi. Possibility of recruitment from the Phillipines in the future.

Main Motion: To accept the Greenwood Connections Administrative and Financial Reports of August 2, 2022, as presented by Administrator Laura Ahlf.

Moved by:	Keranen
Seconded by:	Huebner
Action:	Motion carried by 5-0 voice vote.
In favor:	Tomperi, Warmbold, Olson, Keranen, Huebner
Opposed:	none

b. Planning and Zoning Minutes from August 4, 2022 - FYI

Durwin Tomperi mentioned that there is a Planning Commission member that has not attended the meeting for some time and, he asked if that position is going to be filled by someone else? Mayor Olson stated that a letter had been sent and, she had sent Jeremiah Erickson a text message as well, however, had not heard back from him. Mayor Olson stated she would make sure to contact him and report back.

12. New Business

a. Performance Appraisal Form

Betty Thomsen presented a revised Performance Appraisal Form, that would be used for supervisors and department heads. Thomsen stated that Performance Evaluations for Supervisors and Department Heads are to be done by full council.

This decision was made years ago, which she had read it in old minutes.

Main Motion: To approve the Performance Appraisal Supervisory/Department Heads form for implementation as of August 8, 2022.

Moved by:	Tomperi
Seconded by:	Keranen
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

b. Swipe Clock

Betty Thomsen reported that the discussion about a new time clock system started back in 2021, according to the minutes. Thomsen had met with Council Member Durwin Tomperi and researched what was available. The Swipe Clock system will work with a cell phone or computer and will be used by all hourly employees. This system will be used for requesting time off, allocating hours to each job type in Public Works, and other helpful management tool features. The Liquor Store is currently in need of a new time clock at a cost of \$1000, and this will be used instead. Council member Keranen asked if this can be used with employee's cell phones? The answer was "yes" and that most of the city employees have city-paid cell phones.

Main Motion: To approve the purchase and implementation of the Swipe Clock system at a cost of \$250 plus a monthly fee of \$5 per user.

Moved by:	Tomperi
Seconded by:	Warmbold
Action:	Motion carried on a 4-1 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson
Opposed:	Huebner

c. Set Budget Meeting Date

Betty Thomsen provided the council with the working draft of the Budget for 2023, along with a budget narrative. Thomsen asked the City Council if August 12, 2022 would work for a Budget Meeting with the Department Heads.

Main Motion: To set the Budget Meeting for August 12, 2022 at 9:30 am.

Moved by:	Tomperi
Seconded by:	Keranen
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

d. Fee Schedule

Betty Thomsen presented the council with an updated Fee Schedule which included a fee for Peddlers and Transient Vendors which had not been included before, even though the Peddler's, Solicitor, and Transient Merchant Ordinance had been passed years ago. Some discussion as to the rate was discussed. Art Huebner felt that the rate of \$10/day or \$150/month or \$400/4 months was too high.

Main Motion: To set a rate at \$79 per year for the Peddler's, Solicitor, and Transient Merchants.

Moved by:	Huebner
Seconded by:	
Action:	Motion failed for lack of a second.
In favor:	
Opposed:	

Main Motion: To amend the Fee Schedule to include the following for Peddler's, Solicitor's and Transient Merchant's licenses as follows: \$10/day or \$150/month or \$400/Four-month season, with fees doubling for application not filed within the allowed 14-day timeframe.

Moved by:	Warmbold
Seconded by:	Tomperi
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

e. Pro Sweep Proposal

Ron Yliniemi had obtained a quote for fall street sweeping from Pro Sweep for \$4,500. This quote was \$500 more than the spring sweeping due to leaves.

Main Motion: To accept the proposal from Pro Sweep, Inc. for the fall street sweeping at a cost of \$4,500.

Moved by:	Tomperi
Seconded by:	Warmbold
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

f. Pay Request #3 for the Water Tower

The City of Menahga received a bill from Ulteig Engineering that the Water Tower Contractor Maguire Iron, Inc. for \$105,450.00. This was for the work that has been completed to date.

Main Motion: To authorize the payment of Pay Request #3, to Maguire Iron in the amount of \$105,450.00 for construction costs related to the water tower.

Moved by:	Warmbold
Seconded by:	Tomperi
Action:	Motion carried by 5-0 voice vote.
In favor:	Tomperi, Warmbold, Olson, Keranen, Huebner
Opposed:	none

g. Region Five Energy and Environmental Community Meeting

Region Five had met with Betty Thomsen earlier and proposed an initiative that they felt the City of Menahga may have an interest in. The Energy and Environment Initiative would like to schedule a community meeting for September 13, 2022 in Menahga. Region Five said that there is a possibility that the City will receive \$10,000 to fund a project in the community resulting from community input and any needs that are identified. The cost of the community meeting will be paid for by Region Five.

Main Motion: To schedule a Community Meeting for September 13, 2022 at 7 pm at the Senior/Community Center for the Region Five Energy & Environment Grant initial meeting.

Moved by:	Tomperi
Seconded by:	Keranen
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

h. MN DOT – Parking on 87 and 71 Intersection

MNDOT had contacted the City regarding concerns at the 87/71 intersection. They stated that they had received several complaints regarding that intersection and were wondering if the City could address the issue.

Main Motion: To recommend to MNDOT to limit parking on all corners of State Hwy. 87 and U.S. Hwy. 71 Intersection. To further request that MNDOT erect signs that state "No Parking to Corner". Additionally, to request that MNDOT consider a four-way stop at that intersection.

Moved by:	Keranen
Seconded by:	Huebner
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

i. Auto Hydrant Flush

Betty Thomsen informed the Council that it is highly unlikely that the watermain replacement on Highway 87 is going to be completed in 2022. Ron Yliniemi had checked with Ferguson Waterworks for an automatic hydrant flusher that can be set to run daily, weekly, etc.

Main Motion: To approve the purchase of the auto hydrant flusher for \$2,399 from Ferguson Waterworks.

Moved by:	Tomperi
Seconded by:	Warmbold
Action:	Motion carried by 5-0 voice vote.
In favor:	Tomperi, Warmbold, Olson, Keranen, Huebner
Opposed:	None

j. WCTA Executive Monthly Report

Betty Thomsen provided the Council with the Executive Monthly Report from Nate Nims of WCTA. Thomsen reported that the rest of the parts for the new server are scheduled to be delivered on 8/19/22.

Main Motion: To acknowledge receipt of the Executive Monthly Report from WCTA for the month of June, 2022.

Moved by:	Warmbold
Seconded by:	Keranen
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

k. Date Change for October Regular Council Meeting

Because the Regularly Scheduled Council Meeting is scheduled for October 10, 2022 which falls on Columbus Day, the City will hold their October Regular Meeting on Tuesday October 11, 2022 at 6 pm.

Main Motion: To change the date of the October Regular Council Meeting from October 10 to October 11, 2022 .

Moved by:	Huebner
Seconded by:	Tomperi
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

l. 4M Investments

Betty Thomsen provided the council with rate sheets from PMA Financial, as well as a current rate sheet from Community First Bank of Menahga. With interest

rates going up, the City could do very well in investing in CD's. The council tabled the matter for now, until after the audit and the City knows how much money they have to invest.

m. Over Budget Expenditures in 2022

Betty Thomsen asked the council for approval to transfer monies from the 4M Money Market to cover 2022 Expenditures that were not in the 2022 Budget. The expenditures were for computer upgrades, security cameras, chloride for gravel streets, etc. for a total cost of \$27,863.48. The biggest expense was Attorney Fees; Union negotiations - \$32,606.52, Ex-Personnel case - \$9,454.79, Legal issues for council - \$22,055.76 for a total of \$66,190.07. The 2022 budgeted amount was \$19,500.00. Mayor Olson asked if expenses were being minimized, due to the spending moratorium that has been in place since early 2021. Thomsen stated she was not sure. Thomsen then mentioned that the city has been paying Family Health for a former employee since 2019, which Deputy Clerk Alvina Kytta discovered could be reimbursed back to the city in the amount of \$40,000 to \$60,000. Kytta will follow-up and file the necessary paperwork.

Main Motion: To withdraw \$74,553.55 from the 4M Money Market account to offset the over budget items.

Moved by:	Tomperi
Seconded by:	Warmbold
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

n. Wadena County ARPA Funds Payment – Information only

o. Hire Zoning Official

Betty Thomsen stated that she had meet with a representative from Sourcewell on the services that they could provide the City. One such service is to be a Zoning Official on a per hour basis, for \$55/hour. This was mentioned at the Planning and Zoning meeting due to the Planning Commission's identification of a few problem properties within the City that need to be addressed. Thomsen also stated that the City of Menahga has not adopted the State Shoreland Ordinance, which means that the City is on their own to deal with enforcement.

Main Motion: To hire a Zoning Official from Sourcewell at a cost of \$55/hour per the recommendation of the Planning & Zoning Commission. This position will be dealing with problem property issues and for up to 20 hours and then be re-evaluated.

Moved by:	Tomperi
Seconded by:	Warmbold
Action:	Motion carried on a 4-1 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson
Opposed:	Huebner

p. Paint Colors for Water Tower

Ulteig notified Betty Thomsen that the colors for the new water tower and logo needed to be chosen by August 18, 2022. Discussion between light blue and gray. The council decided that Gray would be a better choice and they decided that Mayor Olson could pick the colors. Council Member Tomperi felt that Gray would be better as the bottom side of water towers tend to get dirt streaks after time. Public Works Supervisor Ron Yliniemi said that he will check on the cost of hiring a cleaning drone for washing the tower for future needs.

Main Motion: To select Light Gray as the color of the Water Tower with Black letters and Blue and Green for the logo.

Moved by:	Keranen
Seconded by:	Huebner
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

q. WCTA Camera Proposal

Betty Thomsen brought forward a proposal for additional cameras which she felt should be added. One camera over the cash drawer at the front desk (per the suggestion of the Internal Controls Audit). The other camera was for the bathrooms at the Beach. These bathrooms have been vandalized several times and there is no way of knowing who is doing it. There were two grades of camera, one for \$735 and a better-quality, longer-range camera for \$2,425. The Council felt that the more expensive camera would do a better job.

Main Motion: To approve the proposal for the installation of the camera at City Hall above the cash drawer at a cost of \$564.95 and the installation of the camera at the beach for \$2,425.00.

Moved by:	Tomperi
Seconded by:	Keranen
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

r. Procedure Submission for Payment of the Bills

Betty Thomsen has been in the process of updated policies and procedures for the City. The procedure for how purchases would be handled from ordering to payment was defined. This was another suggestion that came out of the Internal Controls Audit.

Main Motion: To approve the Procedure for Submission of Bills and/or Payment Requests, effective August 9, 2022.

Moved by:	Huebner
Seconded by:	Warmbold
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

s. Sale of Road Grader Discussion

Ron Yliniemi had met with Thomsen and mentioned that he had been approached by an employee of the Wadena County Highway Department, wondering if the City would have an interest in selling their 2011 Caterpillar Road Grader. The Road Grader is a 2011 Caterpillar and has 1821 hours. If the City decides to sell the grader to another unit of government, such as Wadena County it can be done without going through the bid process. The council by consensus asked Ron Yliniemi to contact Ziegler's Caterpillar to get an official appraisal to establish a fair market value.

t. Building/Grounds Walk-Through

Council Member Tomperi had asked if the council could be given a tour of the City-owned properties at some point. He remarked that he was not sure what the City owns and had not been in some of the City's buildings. Others on the Council stated that they thought it was a very good idea. It was decided by consensus that the Council will have a field trip at 4:30 pm on August 29, 2022, before the next Special Meeting/Work Session.

13. Unfinished Business

- a. None

14. Consideration of Bills

- a. **Batch #072222PAY - \$2,249.48, Batch #0728PAY - \$82,894.17, Batch #080222PAY - \$7,163.73, Batch #080822PAY-2 - \$138,611.48 and Batch #080822PAY3 - \$732.79**

Main Motion: To approve Batch #072222PAY - \$2,249.48, Batch #0728PAY - \$82,894.17, Batch #080222PAY - \$7,163.73, Batch #080822PAY-2 - \$138,611.48 and Batch #080822PAY3 - \$732.79, for the total amount of \$231,651.65.

Moved by:	Keranen
Seconded by:	Warmbold
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen, Huebner
Opposed:	None

Betty Thomsen asked Adam Gunderson if he had all the paperwork in order on the vehicles that were sold on bids, Gunderson replied that he did. Thomsen earlier in the meeting informed the council that she had the Resolution prepared on the width of 2nd Street SW, but there is some more information that is needed before filing the paperwork.

15. Adjournment

Main Motion: To adjourn at 8:18 pm.

Moved by:	Keranen
Seconded by:	Huebner
Action:	Motion carried on a 5-0 voice vote
In favor:	Tomperi, Warmbold, Keranen, Olson, Huebner
Opposed:	None.

Temporary Administrative Tech, Jensine Kurtti

Mayor Elizabeth Olson

**City of Menahga
Special Meeting/Work Session City Council Minutes
Monday, August 29, 2022**

NOTE: The City Council conducted a walk-through of the City-Owned buildings prior to the meeting at 4:30 pm.

A. Call to Order

The Menahga City Council held a Special Meeting/Work Session Meeting Monday, August 29, 2022.

Mayor Elizabeth Olson called the meeting to order at 6:00 pm.

B. Roll Call

Comprising a quorum of the council, the following members were present:

Mayor Elizabeth Olson Durwin Tomperi Dan Warmbold

Robyn Keranen Absent: Art Huebner

Staff present: Betty Thomsen and Jensine Kurtti

C. Pledge of Allegiance

D. Departmental Reports

• **Police Department – Adam Gunderson**

Chief Gunderson failed to provide the required the monthly report for the council. Gunderson was asked about the status of the remaining two city-owned vehicles that were not declared excess property or sold on sealed bids that are parked on the east side of City Hall. Gunderson stated that one of the cars will be sold back to the owner and the other will be picked up by Kenny Phillips.

• **Public Works/Streets – Ron Yliniemi**

Ron Yliniemi presented the Council with his monthly report. He reported that they are in the process of painting the hydrants on the west side of town. Yliniemi has implemented the use of daily work tickets and vehicle maintenance checklist sheets. Beach issues were discussed at length. Yliniemi

reported that there was vandalism at the beach again and that the derogatory remarks (hate speech) had been painted over again. Yliniemi stated that the dock and buoys would be coming out this week.

Yliniemi supplied the council with a street history sheet as to when the tarred streets had been constructed and seal coated. Yliniemi felt that 1st Street South should be done in 2023.

Yliniemi contacted MNDOT regarding the 87/71 intersection about limiting the parking on that corner for safety concerns. MNDOT replied that 30 ft. from the intersection could be painted as no parking without additional signage. MNDOT also reported that a 4-way stop was not warranted at this time based on traffic.

Yliniemi will contact Wadena County regarding the Caterpillar Road Grader that the City has decided to sell. Yliniemi reported the value is between \$195,000 and \$210,000 when he used the equipment value program from Ziegler's. The Council agreed that the grader could be offered to Wadena County for \$200,000.

Yliniemi had also received a quote from Pro Contractors for new roofs on the City Hall (\$60,691.15) and Shop Building (\$32,163.18), which was for informational purposes for future budgeting.

The council thanked Yliniemi for his report and getting them the information that they had asked for earlier.

Main Motion: To adopt Resolution # 2022-034 to offer the Sale of Road Grader to Wadena County for \$200,000.00.

Moved	Tomperi
Seconded	Warmbold
Action:	Motion carried by a 4-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen
Opposed:	None.

CITY OF MENAHGA, MINNESOTA Resolution No. 2022-034

Sale of Road Grader

WHEREAS the City Council of the City of Menahga MN owns a 2011 Caterpillar, 140M Motor Grader, serial 0B9D02461, stock N4962, 14' moldboard + 2' extension, 12' Cat wing with hydraulic brace, air conditioning and stereo, 14 X 24 tires, has positive traction, with 1,821.4 hours on the unit.

WHEREAS, the City Council has determined to exercise it's rights under MN Statute 471.64, which allows for a city to sell to another political subdivision of the state, equipment without regard to statutory or charter provisions.

LET IT BE RESOLVED that the City Council of the City of Menahga MN does hereby authorize the sale of the 2011 Caterpillar Motor Grader to the Wadena County Highway Department, as is, where is, with all faults, another political subdivision of the State, the aforementioned Caterpillar Motor Grader at a cost of \$200,000.00

Adopted by the City Council this 29th day of August, 2022.

Elizabeth Olson, Mayor

Betty J Thomsen, Temporary City Administrator

- **Campground – Ralph Cox**
Campground Manager Ralph Cox provided the council with a revenue and expenditure work sheet for the season. Cox has been working on leveling sites to accommodate larger RV's, as well as limbing trees at beach, cemetery and campground. He has been making improvements to the St. Urho Disc Golf Course and Horseshoe Pits, mentioning that he is working with the VFW on a fundraiser to improve the horseshoe pits.
- **Northbound Spirits - Renata Parks**
Renata Parks was absent but had sent the August month-to-date sales figures for the council to review.
- **Administration – Betty Thomsen**
Betty Thomsen gave the council an updated 2nd draft of the 2023 Expenditures 3-year Budget, which included changes as per the 8-26-22 Budget Meeting. Thomsen provided a spreadsheet with two options for the preliminary levy. One option without the sale of the Motor Grader at an approximate levy of 13.85% over the 2022 levy, and one with the sale of the Motor Grader which result in a 4.65% increase over the 2022 levy. Thomsen also presented a sheet of all the City departments overtime in 2022. It was broken down by department. The Year-to-Date added expense were as follows: Administration was \$3,498.74, Police Department was \$8,075.15 and Public Works was \$5,148.59.
Thomsen stated that she would like to make a couple statements for the record. She stated that Banyon is working fine, and it was not fair to

blame the computer program for the lack of accurate financial information. Thomsen also wanted to let the public know that it has been pretty tough some days, as some of the citizens have been very rude when they come into City Hall.

- **Approve the 2021 Audit as presented to the Council on 8-26-22**

The council felt that what was presented by Dean Birkeland was a satisfactory depiction of the City's financials for 2021. Betty Thomsen made a statement that usually the administrative costs of a city is 37% and public safety is about 27%. In Menahga it is the opposite, with Public Safety at 37%. Thomsen wanted to point out that at the end of 2020 the cash balances were off by \$328,000 and after reviewing every transaction of the prior staff, Deputy Clerk Alvina Kytta had that amount down to \$17,000, which Kytta is still looking for. Dean Birkeland stated that the \$17,000 was in an acceptable range.

Main Motion: To accept the audit for the year 2021 as presented by Dean Birkeland from the CarlsonSV firm.

Moved	Tomperi
Seconded	Warmbold
Action:	Motion carried by a 4-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen
Opposed:	None.

- **Fire Department – Dave Kicker**

Dave Kicker was absent, and no report was provided.

E. New Business

1. Sand at Beach –

Ron Yliniemi had contacted Black Diamond Concrete for a quote on pushing the beach sand back up by the retaining wall as the footings were showing. The quote came back at \$4,700. Yliniemi also contacted Menahga Concrete for a quote on bringing in new washed sand, which would be \$21 a yard.

Main Motion: To approve the purchase of washed sand from Menahga Concrete at an estimated cost of \$2,100.00 for 100 yards.

Moved	Warmbold
Seconded	Keranen
Action:	Motion carried by a 4-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen
Opposed:	None.

2. Vandalism – Discussion/Action

Betty Thomsen spoke on behalf of the recent acts of vandalism that have been occurring in Menahga (none of which had resulted in any arrests by law enforcement). There were two instances of Hate Speech that had been spray painted on a private business, as well as the City Beach. The Council was very disturbed that this could be happening and felt that more could be done including more nighttime hours being patrolled. Several people in the large audience voiced their opinions and concerns and felt that if it was not addressed it could become a more serious problem. The Council discussed the possibility of having a reward for information, leading to the arrest of the perpetrators. Chief Gunderson stated he had a couple of leads and would have more information within two weeks. One person asked that if it turns out to be juveniles, what could they do to them. Gunderson said that Hate Crimes are a Felony no matter what the age was of the person.

Main Motion: To adopt Resolution (# 2022-033) by the Mayor and City Council of the City of Menahga Condemning Hate Speech.

Moved	Keranen
Seconded	Warmbold
Action:	Motion carried by a 4-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen
Opposed:	None.

CITY OF MENAHGA, MINNESOTA

CITY COUNCIL RESOLUTION 2022-033

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MENAHGA, MINNESOTA
CONDEMNING HATE SPEECH**

WHEREAS, the City of Menahga recognizes and celebrates the diversity of the Menahga community, including people of all nationalities, races, religions, beliefs, and identities;

WHEREAS, the City of Menahga is dedicated to creating a safe and welcoming community for all to live, work, and visit;

WHEREAS, over the past several months, public and private property in the City of Menahga has been vandalized, destroyed, and marked with hateful speech toward members of our community, based on their race, creed, and identity;

WHEREAS, the serious crimes described above are atrocious acts of cowardice, intended to divide and instill fear in the Menahga community;

WHEREAS, the felony crimes described above are yet-unsolved, but there are likely people in or connected to the Menahga community who have information that could lead to the identification of those responsible;

WHEREAS, the City of Menahga wishes to reaffirm its commitment to the well-being and safety of all people, especially the people of the Black, Indigenous, LatinX, Jewish, Muslim, Arab, Asian American, LGBTQI communities, and stand against all hate speech acts that target them.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

1. The Mayor and City Council of Menahga strongly condemn all acts of hatred, intolerance, and divisiveness, and commit to addressing any such acts committed in the City of Menahga through strong enforcement of all applicable laws and the promotion of diversity, equity, and inclusion in our community.
2. The Mayor and City Council of Menahga encourage anyone with information that may lead to the identification and apprehension of those responsible for the acts described above to contact the Menahga Police Department or their local law enforcement agency.

PASSED by the City Council of the City of Menahga on this 29th day of August, 2022.

ATTEST

City Clerk

Mayor

3. Appoint Responsible Authority

Minnesota Statute 13.02, Sub 16 as amended, requires that the City of Menahga appoint one person as the Responsible Authority to administer the requirements for collection, storage, use and dissemination of data on individuals, within the City. Interim City Administrator Laura Ahlf will fill the position until a permanent City Administrator is hired.

Main Motion: To adopt Resolution #2022-032 appointing Laura Ahlf as the Responsible Authority for the City of Menahga.

Moved	Tomperi
Seconded	Keranen
Action:	Motion carried by a 4-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen
Opposed:	None.

City of Menahga, Minnesota

Resolution #2022-032

A Resolution Appointing a Responsible Authority

WHEREAS, Minnesota Statutes, section 13.02, Subdivision 16, as amended, requires that the City of Menahga appoint one person as the Responsible Authority to administer the requirements for collection, storage, use and dissemination of data on individuals, within the City; and

WHEREAS, the City of Menahga City Council shares concern expressed by the legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively qualified Responsible Authority as required under the statute.

NOW, BE IT RESOLVED THAT the City Council of the City of Menahga appoint **Laura Ahlf** as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes, chapter 13, as amended, and with rules as lawfully promulgated by the Commissioner of Administration as published in the State Register on January 18, 2014.

Adopted by the City Council the 29th day of August, 2022.

Betty J. Thomsen, Temporary
City Administrator

Elizabeth Olson, Mayor

4. Designation of Duties in Absence of a City Administrator and Appointment of Interim City Administrator.

Betty Thomsen spoke to the council on efforts that she had made to try and find a new City Administrator. She explained that her position was a temporary one, and that her last day at the City of Menahga will be

August 31, 2022. Thomsen informed the council that she had spoke with Greenwood Connections Administrator Laura Ahlf

Main Motion: To appoint Laura Ahlf as the Interim Administrator effective September 1, 2022 with the duties outlined in the supplemental sheet of information and that Mayor Olson and Councilmember Durwin Tomperi will work out the financial aspect of the appointment. Ahlf's appointment will include being one of the official signatories for the City of Menahga, for checks, contracts, etc.

Moved	Warmbold
Seconded	Tomperi
Action:	Motion carried by a 4-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen
Opposed:	None.

5. Consideration of Sale of City-Owned Lots.

Betty Thomsen explained that it was discovered that the City of Menahga owned 4 Lots in the Odland's Addition. Due to the fact that the city has very few buildable parcels, city staff was trying to identify some of the vacant lots in the City and came across these four lots. Three of the lots are in Odland's Pine Acres 4th Addition (Block 1, Lots 1,2,3) and one lot in the Odland's Pine Acres 5th Addition (Block 1, Lot 1). These lots were purchased by the City in the late 1980's and early 1990's as they were located next to the cemetery. These lots are in a residential area that is supplied with City Water & Sewer and all assessments have been paid on these parcels. The council felt that the best use of this property will be to put them back on the tax rolls, and that other areas of the cemetery can be used for future expansion. The council decided to investigate the matter and bring it back at the next Regular Council Meeting.

6. Campground Manager Wage Increase

Betty Thomsen wanted to inform the council that she had researched employee Ralph Cox's employment with the City and discovered that he had not had a raise in several years. Thomsen felt that he is a real asset and has done a great job managing the Campground this year, as well as other maintenance items. Thomsen said that the 2023 Budget has Cox's position at \$19.00/hour and asked the council if the increase could be given effective September 1, 2022. The council agreed that Ralph Cox deserved a wage increase.

Main Motion: To increase the Campground Manager, Ralph Cox's wages to \$19.00/hour effective September 1, 2022.

Moved	Tomperi
Seconded	Warmbold
Action:	Motion carried by a 4-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen
Opposed:	None.

F. Consideration of Bills

- **Batch #082922PAY - \$105,920.80**
- **EFT 073122 - \$60,348.49**

Robyn Keranen asked about the bill from WileyWeberLaw for \$1,190. Thomsen replied that there was a complaint that required that the City have an outside investigation performed.

Main Motion: To approve and pay the bills as presented: Batch 082922PAY in the amount of \$105,920.80 and EFT 073122 in the amount of \$60,348.49 for a total of \$166,269.29

Moved	Keranen
Seconded	Tomperi
Action:	Motion carried by a 4-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen
Opposed:	None.

G. Adjournment

Main Motion: To adjourn at 7:25 pm.

Moved	Warmbold
Seconded	Tomperi
Action:	Motion carried by a 4-0 voice vote
In favor:	Tomperi, Warmbold, Olson, Keranen
Opposed:	None.

Acting Clerk, Jensine Kurtti

Mayor Elizabeth Olson

Temporary Administrative Support Tech.

**INTERIM EMPLOYMENT AGREEMENT
BETWEEN
CITY OF MENAHGA AND LAURA AHLF**

THIS AGREEMENT is made by and between the City of Menahga, Minnesota, a municipal corporation (The "Employer" or "City"), and (the "employee").

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

1. POSITION. Employer agrees to employ Employee as City Administrator on an Interim basis. Employee will be exempt under the federal and state Fair Labor Standards Acts. Employee agrees to serve as City Administrator in accordance with the position description for City Administrator, as may be amended from time to time, and state statutes, ordinances, resolutions, policies, procedures, and practices and perform such other legally permissible and proper duties and functions as are contained herein or as the City Council or its designees will from time-to-time assign to Employee.

2. TERM OF EMPLOYMENT. Employee will begin employment with Employer under the terms of this Agreement on a date arranged between the City Council and the Employee and will continue until such employment is terminated in accordance with this Agreement.

3. SALARY AND ADDITIONAL PAY. Employer will pay Employee \$45.00/hour.

4. FRINGE BENEFITS. Employer and Employee agree that providing Employee all fringe benefits available to regular employees is not consistent with the interim, short-term, and part-time nature of this position. Accordingly, Employee is not eligible for any fringe benefits provided to other City employees, except as specified in this Agreement.

5. JOB-RELATED EXPENSES. Employer will reimburse Employee for other job-related expenses, which are incurred by Employee and are submitted by Employee in accordance with Employer's policies for reimbursement.

6. ELECTRONIC DEVICE. Employee will be authorized to utilize an Employer Issued electronic device (e.g., Laptop and cellphone) for Employer and personal business subject to applicable electronic use policies established for all employees.

7. HOURS OF WORK. Employee will perform the duties specified in this Agreement at the time and locations specified in this Agreement. Employee will generally work as needed in City Hall and may work from home.

8. TERMINATION BENEFITS. Due to the interim, short-term, and part-time nature

of Employee's employment with Employer, the parties agree that termination benefits are not appropriate. Accordingly, Employee is not eligible for any fringe benefits provided to other city employees, except as specified in this Agreement.

9. TERMINATION OF EMPLOYMENT. Employee's employment with the Employer will terminate and their last date of employment with the Employer will be the earliest of the following: (i) at the discretion of the Employer, on the date that is 14 calendar days after Employer submits written notice to Employee that Employee is involuntarily separated from employment or date that is Employee's last date of employment as stated in a writing by Employer, whichever is later; (ii) at the discretion of the Employee, on the date that is 14 calendar days after Employer receives written notice from Employee that Employee is voluntarily resigning or date that is Employee's last day of employment as stated in Employee's written voluntary resignation, which is later; or (iii) date that is 14 calendar days after the date that the City Council's appointed regular, full-time City Administrator begins employment with the City.

10. GENERAL CONDITIONS OF EMPLOYMENT. Nothing in this Agreement will Prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and applicable law. Furthermore, nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employee to resign at any time from their position with Employer, subject only to the provisions of this Agreement.

11. INDEMNIFICATION. Employer will defend and indemnify Employee Pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer will defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances, and rules, provided Employee was acting in good faith in the performance of the duties of their position at the time in question.

12. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

13. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented; and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement. Each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

14. GOVERNING LAW. This Agreement will be deemed to have been made and accepted in Menahga, Minnesota, and the laws of the State of Minnesota will govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of law principles.

15. BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, and Employee's heirs and legal representatives.

16. ASSIGNMENT. The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and any Employer policies, procedures and practices addressing the specific subject matters addressed in this Agreement.

18. MODIFICATIONS AND AMENDMENTS. Any alterations, variations, Modifications, amendments, or waivers of the provisions of this Agreement will only be valid when they have been reduced to writing and signed by both Employee and authorized representative(s) of Employer.

19. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement will be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

20. WAIVER. Any party's failure in any one or more instances to insist upon strict Performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving party.

21. DISPUTE RESOLUTION. The Employer and Employee agree to negotiate all disputes between them in good faith for a period of 20 calendar days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations will first be submitted to mediation utilizing the Minnesota District court Rule 114 Roster. Any claims of disputes unresolved after mediation may be pursued as established by law.

22. HEADINGS. Headings are provided solely for the convenience of the parties and Will not affect the interpretation of this Agreement.

23. NOTICE. All notices required under this Agreement will be in writing and will be deemed to have been duly given if sent via electronic mail, certified mail, first class mail-postage prepaid, hand delivery or overnight courier, and properly addressed to the party at the party's last known email or mailing address or any other address that any party may designate by written

notice to the other. Mailed notices will be deemed to have been given at the time posted plus three business days.

24. EXECUTION. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, will be deemed an original and constitute one and the same document. The signature of any party to the counterpart will be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages will be deemed as originals and sufficient to bind the executing party.

25. EXPIRATION OF AGREEMENT. This Agreement will expire and no longer be in force or effect on the calendar day after Employee's termination of employment specified in paragraph 12 of this Agreement.

26. EFFECTIVE DATE. The parties hereto have executed this Agreement on the latest date affixed to the signatures below upon which date it will be effective.

EMPLOYER CITY OF MENAHGA

By: _____ **Date:** _____
Its Mayor

By: _____ **Date:** _____
Its Deputy Clerk

EMPLOYEE NAME:

By: _____ **Date:** _____

Council Action Request Form



CITY OF MENAHGA
"The Gateway to the Pine"

115 2nd St NE - PO Box C
 Menahga, MN 56464
 218-564-4557
 www.cityofmenahga.com

Action Requested

<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Informational Item <input type="checkbox"/> Consent Agenda Items	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other _____
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Regarding: Approve Interim Employment Agreement Laura Ahlf

Date of Meeting: September 7, 2022 **Total time requested:**

Department Requesting Action: Administration

Presenting at Meeting: Laura Ahlf

Background Supporting Documentation Enclosed

To approve the Interim Employment Agreement for Interim City Administrator Laura Ahlf

Options Supporting Documentation Enclosed

Recommendations The Menahga City Council approves the following by Motion:

Motion to approve the Interim Employment Agreement employing Laura Ahlf as Interim City Administrator, effective September 1, 2022 with the duties outlined and approved at the August 29, 2022 meeting at the rate of \$45 per hour. Approving Laura Ahlf as the Official Signatory for all city accounts and contracts.

Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Opposed
Motion:	<input type="checkbox"/> Olson	<input type="checkbox"/> Olson
Second:	<input type="checkbox"/> Tomperi	<input type="checkbox"/> Tomperi
<input type="checkbox"/> Passed	<input type="checkbox"/> Huebner	<input type="checkbox"/> Huebner
<input type="checkbox"/> Failed	<input type="checkbox"/> Keranen	<input type="checkbox"/> Keranen
<input type="checkbox"/> Tabled	<input type="checkbox"/> Warmbold	<input type="checkbox"/> Warmbold

Signatures

Council Action Request Form



CITY OF MENAHGA
"The Gateway to the Pines"

115 2nd St NE - PO Box C
 Menahga, MN 56464
 218-564-4557
 www.cityofmenahga.com

Action Requested

<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Informational Item <input type="checkbox"/> Consent Agenda Items	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other _____
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Regarding: Approve Hiring of Deputy Clerk

Date of Meeting: September 7, 2022 **Total time requested:**

Department Requesting Action: Administration

Presenting at Meeting: Laura Ahlf

Background Supporting Documentation Enclosed

Interviews for Deputy Clerk were held on Wednesday August 31, 2022. One applicant interviewed.

Options Supporting Documentation Enclosed

The hiring representatives is recommending Lacey Erickson for the full time Deputy Clerk position at the union rate of pay \$22.32 per hour, pending a successful BCA criminal background check.

Recommendations The Menahga City Council approves the following by Motion:

Motion to approve the hiring of Lacey Erickson for the full time Deputy Clerk position at the rate of \$22.32 per hour effective September 12th, 2022, pending a successful BCA background study.

Financial Implications: \$

Comments

Funding Source:

Budgeted: Yes No

Action	Voting in Favor	Voting Opposed
Motion:	<input type="checkbox"/> Olson	<input type="checkbox"/> Olson
Second:	<input type="checkbox"/> Tomperi	<input type="checkbox"/> Tomperi
<input type="checkbox"/> Passed	<input type="checkbox"/> Huebner	<input type="checkbox"/> Huebner
<input type="checkbox"/> Failed	<input type="checkbox"/> Keranen	<input type="checkbox"/> Keranen
<input type="checkbox"/> Tabled	<input type="checkbox"/> Warmbold	<input type="checkbox"/> Warmbold
Signatures		

Council Action Request Form



CITY OF MENAHGA
"The Gateway to the Pine"

115 2nd St NE - PO Box C
 Menahga, MN 56464
 218-564-4557
 www.cityofmenahga.com

Action Requested

<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Informational Item <input type="checkbox"/> Consent Agenda Items	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other _____
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Regarding: Shared Service Agreement with Sourcewell

Date of Meeting: September 7, 2022 **Total time requested:**

Department Requesting Action: Administration

Presenting at Meeting: Laura Ahlf

Background Supporting Documentation Enclosed

On a recommendation from the Menahga Planning and Zoning Commission, the Menahga City Council at their August 8, 2022 Council Meeting, agreed to hire Jake Huebsch from Sourcewell. The Planning Commission felt there was a need for professional zoning services, as issues have surfaced on a few properties in Menahga. The rate will be \$55 per hour, with a maximum of 20 hours. After that time the City will re-evaluate the need for their services.

Options Supporting Documentation Enclosed

Recommendations The Menahga City Council approves the following by Motion:

To approve signing a contract with Sourcewell for a maximum of 20 hours at a rate of \$55/hour for the services of Jake Huebsch regarding zoning issues.

Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Opposed
Motion:	<input type="checkbox"/> Olson	<input type="checkbox"/> Olson
Second:	<input type="checkbox"/> Tomperi	<input type="checkbox"/> Tomperi
<input type="checkbox"/> Passed	<input type="checkbox"/> Huebner	<input type="checkbox"/> Huebner
<input type="checkbox"/> Failed	<input type="checkbox"/> Keranen	<input type="checkbox"/> Keranen
<input type="checkbox"/> Tabled	<input type="checkbox"/> Warmbold	<input type="checkbox"/> Warmbold

Signatures

**SOURCEWELL
SHARED SERVICES AGREEMENT
FOR COMMUNITY DEVELOPMENT SERVICES**

THIS SHARED SERVICES AGREEMENT (Agreement) is effective September 1, 2022 (Effective Date), by and between **Sourcewell**, located at 202 – 12th Street NE, PO Box 219, Staples, MN 56479, and the **City of Menahga** (Community) located at 115 2nd Street NE, Menahga, MN 56464. Sourcewell and Community shall be known collectively as the “Parties.”

ARTICLE 1: PURPOSE

- 1.1 **Purpose.** Sourcewell and Community agree that the purpose of this Agreement is to outline the Parties’ responsibilities with respect to Community’s purchase of community development services from Sourcewell.

ARTICLE 2: RESPONSIBILITIES OF THE PARTIES

- 2.1 **Staffing.** Sourcewell shall furnish a Community Development Administrator (CDA) to perform community development services for Community. Said CDA shall be employed by Sourcewell and supervised by Sourcewell’s Community Solutions Supervisor. Sourcewell shall pay all employment-related expenses for the CDA, including salary, benefits, travel expenses, and training. Sourcewell reserves the right to assign any CDA on its staff and to provide an alternative CDA as needed to fulfill its obligations under this Agreement.

- 2.2 **Scope of Work.** During the initial and any renewal terms of this Agreement, the CDA’s roles and responsibilities shall be limited to:

Zoning/Land Use Administrator. The CDA will serve as the Administrator as defined in City’s land use/zoning ordinance and perform the following duties as delegated by the City:

General Zoning Administrative Duties:

- 2.2.1 Answer zoning administration questions from public.
- 2.2.2 Review zoning applications for compliance.
- 2.2.3 Issue administrative permits on behalf of local unit when all ordinance requirements are met.
- 2.2.4 Conduct site inspections to ensure compliance with permit requirements. CDA will perform no building inspections or related service.

Public Meetings:

- 2.2.5 CDA will assist the city council and planning commission, in conducting public meetings.
- 2.2.6 CDA will attend meetings on an as-needed basis. Attendance may include virtual attendance, via phone, or in-person, as necessary and determined in the discretion of the CDA. Local unit will make affirmative efforts to minimize in-person attendance of CDA. CDA is not responsible for logistical support at public meetings, including taking minutes, setting up the room, and screening for health conditions, etc.
- 2.2.7 CDA will prepare any required notices, reports, recommendations, and additional support documents as needed for meetings of the city council and planning commission.

Enforcement:

- 2.2.8 City is responsible for enforcement of its Land Use/Zoning Ordinance including issuance of any citations and other compliance tools as defined in the Ordinance. CDA may provide support as defined herein.
 - 2.2.9 CDA may receive complaints on potential zoning violations from the local unit.
 - 2.2.10 CDA will conduct a factual investigation of a potential zoning violation. CDA may request support from the local unit, including support from law enforcement. CDA will not be required to conduct any site visit or meeting where any safety concerns exist in their sole discretion.
 - 2.2.12 If CDA finds the property to be in violation of the Ordinance, CDA will provide written notice to the property owner (violation notice) and copy the local unit Clerk (Clerk).
 - 2.2.13 The Clerk will provide a copy of the violation notice to the planning commission and city council.
 - 2.2.14 If no response is received, CDA may send a second violation notice to the property owner with a copy to the Clerk. CDA will then issue a memo to the city council or town board notifying the local unit it is responsible for any further enforcement action as deemed appropriate.
- 2.3 Compensation. Community shall compensate Sourcewell for providing community development services at the rate outlined in Appendix A. The rate of payment is subject to annual review and modification at Sourcewell's discretion. Sourcewell shall notify

Community of any rate modification, at which time Community shall accept the modification or provide notice of termination in accordance with section 3.2 below. Agreed upon modifications shall be documented and attached to this Agreement as a new Appendix A, which shall be entitled "Fee Schedule." The remainder of this Agreement shall remain in full force and effect.

- 2.4 Billing and Payment. Sourcewell shall submit a monthly invoice to Community for services rendered. Community shall remit payment to Sourcewell for the invoiced amount within thirty (30) calendar days of the date of the invoice.
- 2.5 Additions and Modifications. Except as otherwise stated herein, any modification to this Agreement shall be mutually agreed upon between the Parties in writing.

ARTICLE 3: TERM AND TERMINATION

- 3.1 Term. This Agreement will commence on September 1, 2022, and will continue for an initial term of one (1) year.
- 3.2 Termination for Convenience. Either party may terminate this Agreement at any time upon sixty (60) days' written notice to the other party. Termination pursuant to this section does not relieve Sourcewell of its obligations to complete any open services. Nor will Community be relieved of its obligation to pay for such open services.
- 3.3 Termination for Cause. Either party may terminate this Agreement upon written notice of material breach to the other Party provided the other Party does not cure the breach within thirty (30) days of receiving notice. The notice must describe the breach in detail and state the non-breaching Party's intent to terminate the Agreement.
- 3.4 Survival. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination, and Articles 3, 4, and 5 will survive. All other rights granted under this Agreement shall cease.

ARTICLE 4: DATA AND MATERIALS

- 4.1 Government Data. The Parties acknowledge that each is subject to the Minnesota Government Data Practices Act (MGDPA) at Minnesota Statutes, Chapter 13. The Parties further acknowledge that any data collected, created, received, maintained, or disseminated in conjunction with this Agreement is collected, created, received, maintained, or disseminated for Community's benefit and is the sole property of Community.
- 4.1.1 Community shall be responsible for ensuring government data related to this Agreement is appropriately classified, categorized, and inventoried as required

by the MGDPA, for protecting such data in accordance with the Act, and for responding to any related public data requests.

4.1.2 Sourcewell shall restrict access to Community's government data to staff whose work assignments reasonably require such access, and it shall take reasonable measures to protect Community's data during the term of this Agreement. Upon expiration or termination of this Agreement, Sourcewell shall return or destroy Community's data except to the extent that such data must be retained to satisfy auditing or statutory requirements.

4.2 Work Product. The Parties acknowledge that any reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation (Materials) developed or used conjunction with this Agreement are generated for Community's benefit and are the sole property of Community.

4.2.1 Community shall use all Materials only for the purpose for which they were prepared. If the Materials are used for any other purpose, Community shall indemnify and hold Sourcewell harmless for such reuse.

4.2.2 Notwithstanding the foregoing, Sourcewell may maintain and reuse standard details related to this Agreement in the normal course of its business.

4.3 Audit and Record Disclosure. Pursuant to Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party, the State Auditor, and other duly authorized entities. For that purpose, the Parties shall maintain these and other related records for a period of six (6) years after the date of termination of this Agreement. This section does not apply to government data generated or used solely for Community's benefit and, therefore, owned by Community as outlined above.

ARTICLE 5: GENERAL TERMS AND CONDITIONS

5.1 Subcontracting. Sourcewell shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval from Community.

5.2 Notices. All notices, invoices, and statements (Notice) related to this Agreement must be in writing. Notice of termination shall be delivered in person or mailed to the intended recipient at its current address. All other correspondence or communication may be mailed, hand delivered, or sent via fax or email to the other Party.

5.2.1 Each Party shall notify the other of any change to contact information, including address, telephone number, point of contact, and email address.

- 5.2.2 Notice will be deemed to have been given: (a) when delivered in person during normal business hours; (b) upon confirmation of receipt when transmitted by facsimile or electronic mail; (c) upon receipt when sent by registered or certified mail, postage prepaid; or (d) on the date of receipt if transmitted by national overnight courier with confirmation of delivery.
- 5.3 Governing Law, Jurisdiction and Attorney's Fees. This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement shall be adjudicated in a Minnesota court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorney's fees from the other Party.
- 5.4 Assignment. Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement without prior written consent from the other Party. If assignment is permitted, any successor in interest shall acquire the assigning Party's entire interest in this Agreement. Any prohibited assignment shall be invalid.
- 5.5 Relationship. Each Party is an independent entity under the terms of this Agreement. Neither Party will have any right, power, or authority to act or create any obligation on behalf of the other Party. Except as otherwise provided, all operational expenses incurred by either Party will be borne by the Party incurring the expense.
- 5.6 Limitations of Liability. Each party shall be responsible for its own acts to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Sourcewell's responsibility shall be governed by the Minnesota Statutes, Chapter 466. Neither party shall be liable to the other for any punitive, special, incidental or consequential damages including but not limited to: compensation or damages for loss of present or prospective profits or revenues, loss of actual or anticipated commissions on sales or anticipated sales, or expenditures, investments or commitments made in connection with the establishment, development or maintenance of the selling representation created by this Agreement or in connection with the performance of obligations regardless of the form of action, whether in contract, tort or other legal theory. The foregoing limitation shall apply: (a) even if such party has been advised of the possibility of such damages; and (b) notwithstanding any failure of essential purpose of any limited remedy herein.
- 5.7 Insurance. Sourcewell agrees to provide a minimum of one million dollars (\$1,000,000.00) per occurrence in general liability insurance with excess umbrella coverage of two million dollars (\$2,000,000.00) for Sourcewell staff assigned to provide services in conjunction with this Agreement.
- 5.8 Force Majeure. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform for any

cause beyond its reasonable control. Such causes shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, war, failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable to carry out its obligations under this Agreement, that party shall give written notice to the other including an explanation of the circumstances.

- 5.9 **Binding Effect.** This Agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 5.10 **Entire Agreement.** The individuals signing this Agreement hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and the Agreement contains the entire understanding between the Parties concerning the subject matter.
- 5.11 **Severability.** In the event that any terms of this Agreement are in conflict with or are otherwise unenforceable under any rule, law, or statutory provision, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.
- 5.12 **Waiver.** Failure by either party to take action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 5.13 **Execution and Delivery of Documents.** Each of the parties hereto, his or her heirs, legal representatives, successors, and assigns shall do all things to execute and deliver any documents necessary, at any time, to carry out and effectuate the terms and conditions of this Agreement.

IN WITNESS THEREOF, Community and Sourcewell have executed this Agreement as of the date hereof.

Sourcewell

City of Menagha

By: _____
Charitie Herbst
Manager of Community Solutions

By: _____
Laura Ahlf
Interim City Clerk

Date: _____

Date: _____

APPENDIX A: FEE SCHEDULE

- A. Fees. Sourcewell shall provide community development services at a rate of \$55.00 per hour, billed in 15-minute increments. Sourcewell will not charge for drivetime. However, Sourcewell will bill for a minimum of two (2) hours for onsite meetings and visits.
1. When a Community Development Administrator is required to attend an onsite meeting that begins after 5:00 pm, Sourcewell will bill for a minimum of two (2) hours regardless of the length of the meeting. Sourcewell will also bill drivetime to and from Staples the rate outlined above.

Sourcewell shall not impose costs and fees other than those outlined above.

Council Action Request Form



CITY OF MENAHGA
"The Gateway to the Pines"

115 2nd St NE - PO Box C
 Menahga, MN 56464
 218-564-4557
 www.cityofmenahga.com

Action Requested

<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Informational Item <input type="checkbox"/> Consent Agenda Items	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other _____
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Regarding: Continuation of Uncompleted Existing Business Contracts

Date of Meeting: September 7, 2022 **Total time requested:**

Department Requesting Action: Administration

Presenting at Meeting: Laura Ahlf

Background Supporting Documentation Enclosed

Due to the change in Administrative Staff, and the fact that there are many ongoing projects which are yet to be completed regarding the Water Tower Project, Union Negotiations, Forensic Audits and other Administrative issues. To redirect any City Authority from Betty Thomsen to Laura Ahlf.

Options Supporting Documentation Enclosed

Recommendations The Menahga City Council approves the following by Motion:

To continue any and all ongoing City Contracts until such a time that they are deemed complete.

Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Opposed
Motion:	<input type="checkbox"/> Olson	<input type="checkbox"/> Olson
Second:	<input type="checkbox"/> Tomperi	<input type="checkbox"/> Tomperi
<input type="checkbox"/> Passed	<input type="checkbox"/> Huebner	<input type="checkbox"/> Huebner
<input type="checkbox"/> Failed	<input type="checkbox"/> Keranen	<input type="checkbox"/> Keranen
<input type="checkbox"/> Tabled	<input type="checkbox"/> Warmbold	<input type="checkbox"/> Warmbold

Signatures

