



## *City of Afton*

### **SPECIAL COUNCIL MEETING AGENDA**

**AFTON CITY COUNCIL CHAMBERS**

**3033 St. Croix Trail South**

**Monday, March 25, 2019**

**At 6:00 p.m.**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA** – March 25, 2019 Special Council Meeting
- 4. CITY COUNCIL BUSINESS**
  - A. Extension of Mayor-Declared Local Emergency – **Resolution 2019-20**
  - B. Contract Extension with Tom Niedzwiecki for Accounting Services
- 5. ADJOURN**

**A quorum of the City Council or Other Commissions may be present to receive information at, but not limited to, any of the following meetings: Planning Commission; the Public Works Committee; Parks Committee; Design Review and Heritage Preservation Commission; Lower St. Croix Cable Commission; LSCWMO; MSCWMO; I-94 Corridor Coalition and the 5-City Mayor's Alliance.**

City of Afton  
 3033 St. Croix Trl, P.O. Box 219  
 Afton, MN 55001

# Meeting Date March 25, 2019

## Council Action Memo

To: Mayor Palmquist and Members of the City Council  
 From: Ron Moorse, City Administrator  
 Date: March 21, 2019  
 Re: Extension of Mayor-Declared Local Emergency – **Resolution 2019-20**

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At the March 19, 2019 regular Council meeting, the City Attorney advised that, as the City is planning for flood preparations, it should consider a declaration of local emergency to put the City into a position to move quickly in providing emergency aid. Staff has provided below the statutory language regarding the powers provided to a City through the declaration of a local emergency. A Mayoral Declaration of Local Emergency is valid only for a period of three days, unless the Council adopts a resolution to extend the Declaration. A resolution extending the Declaration of Local Emergency is attached for the Council's consideration.

### **12.37 POLITICAL SUBDIVISION'S POWERS TO FAST PROVIDE EMERGENCY AID.**

During an emergency or disaster, each political subdivision, notwithstanding any statutory or charter provision to the contrary, and through its governing body acting within or without the corporate limits of the political subdivision, may:

(1) enter into contracts and incur obligations necessary to combat the disaster by protecting the health and safety of persons and property and by providing emergency assistance to the victims of the disaster; and

(2) exercise the powers vested by this subdivision in the light of the exigencies of the disaster without compliance with time-consuming procedures and formalities prescribed by law pertaining to:

- (i) the performance of public work;
- (ii) entering into contracts;
- (iii) incurring of obligations;
- (iv) employment of temporary workers;
- (v) rental of equipment;
- (vi) purchase of supplies and materials;
- (vii) limitations upon tax levies; and

(viii) the appropriation and expenditure of public funds, for example, but not limited to, publication of ordinances and resolutions, publication of calls for bids, provisions of civil service laws and rules, provisions relating to low bids, and requirements for budgets.

### **Council Action Requested**

**Motion regarding the adoption of Resolution 2019-20 to extend the Mayoral Declaration of Local Emergency to enable the City to quickly provide emergency aid regarding flooding.**

**RESOLUTION NO. 2019-20**

**A RESOLUTION enacted under authority of Minnesota Statutes Sections 12.29 and 12.37 to extend the period of a mayor-declared local emergency.**

Whereas, the Mayor of Afton has found that the following situation exists: It is projected that the St. Croix River could reach historic levels, which would cause a major flood event, requiring immediate actions to increase the level of flood protection and provide other emergency aid to avoid catastrophic damage and loss to residential and commercial property adjacent to the River.

Whereas, the mayor has declared that the situation is a local emergency; and

Whereas, the city council agrees with the mayor's findings and further finds that the situation will last for more than three days;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AFTON, MINNESOTA AS FOLLOWS:**

The city council declares that the local emergency is recognized as continuing until there is no longer a need to increase the level of flood protection and provide other emergency aid related to flooding.

This declaration of a local emergency will invoke the city's disaster plan. The portions that are necessary for response to and recovery from the emergency must be used.

Passed by the City Council of Afton, Minnesota this 25<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_  
City Clerk

City of Afton  
3033 St. Croix Trl, P.O. Box 219  
Afton, MN 55001

## Meeting Date March 25, 2019

### Council Action Memo

To: Mayor Palmquist and Members of the City Council  
From: Ron Moorse, City Administrator  
Date: March 21, 2019  
Re: Extension of Accounting Services Contract with Tom Niedzwiecki

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Tom Niedzwiecki has agreed to extend his current contract for accounting services through June 30, 2019, to enable the City to identify additional accounting services providers. The contract extension agreement is attached for the Council's consideration. The extension agreement is similar to the existing accounting services agreement with three exceptions as follows: The monthly fee is increased to \$2,000, the termination date is changed to June 30, 2019, and the required notice of termination is changed from 90 days to 30 days. The extension agreement has been provided to the City Attorney, who will provide comments prior to the Special Council meeting.

#### Council Action Requested

**Motion regarding the accounting services contract extension agreement with Tom Niedzwiecki.**

## ACCOUNTANT AGREEMENT

**THIS ACCOUNTANT AGREEMENT** (“Agreement”) is entered into this 25th day of March, 2019, by and between the **City of Afton**, a Minnesota municipal corporation (“City”) and **Thomas H. Niedzwiecki** (“Accountant”).

### RECITALS

**WHEREAS**, City desires to retain the services of an Accountant to perform certain duties as determined by the City Council, and

**WHEREAS**, the Accountant is qualified and willing to accept and perform the responsibilities as Accountant subject to the terms of this Agreement.

**NOW, THEREFORE**, City and Accountant agree as follows:

### AGREEMENT

1. **General.** Upon the terms and conditions set forth in this Agreement, City hereby contracts with the Accountant to perform certain duties to be mutually agreed upon by the Accountant and the City Council.
2. **Term of Agreement.** The term of this Agreement shall be for three months beginning 4/1/19 through 6/30/19, and may be terminated by either the City or Accountant as provided in Paragraph 3. The Agreement may be renewed for an additional term by Agreement of the City and the Accountant.
3. **Termination of Agreement.** This Agreement may be terminated at any time upon the mutual Agreement of the City and the Accountant. This Agreement may be terminated by the City for any reason by providing a 30 day advance written notice to the Accountant. This Agreement may be terminated by the Accountant for any reason by providing a 30 day advance written notice to the City.
4. **Duties.** The duties of the Accountant shall include preparation of monthly financial reports, monthly escrow and permit fee accounting and reports, monthly, quarterly and annual payroll taxes, monthly, quarterly and annual building inspection accounting and reports, benefit plan reporting, on-call for accounting questions, annual update of budget template, preparation of audit workpapers and other documentation for annual audit, annual meeting with Auditor, processing of all invoices including assignment or review of account and fund classification and preparation of check and invoice packets in “signature and mail ready form”, processing of semi-monthly payroll for staff, processing of monthly payroll for Council, preparation of monthly Claims to be Approved reports, internal control monitoring including review of physical checks for two signatures, cash flow management, fund transfers, monthly bank reconciliations, petty cash accounting and data entry of deposits. Accountant attendance at City Council and Finance Committee meetings or workshops is considered additional services and billed as described in paragraph 6.

5. **Schedule.** The Accountant's normal work schedule will be determined by the Accountant following consultation with the City Administrator. Travel to and from Afton to pick up or return documents will not be counted as time worked.
  
6. **Compensation and Benefits.** In consideration of the performance of the duties required by this Agreement, the Accountant will be paid a monthly rate of \$2,000 plus \$100 for attendance at regular monthly City Council meetings. Accountant will provide his own computer hardware, software and other office equipment, however, charges for Quickbooks Accounting Software including Payroll Service, Payroll Forms, mailing envelopes, copies of invoices and miscellaneous postage will be billed based on expected usage and cost. In the event of a power outage at the Accountant's normal place of business, the City will facilitate temporary office space, internet service and use of general office equipment. Additional time for services not covered in Paragraph 4 will require prior approval of the City Council and be billed by the Accountant to the City at \$60 per hour. The City Council may delegate the authority to approve additional services to the Mayor and/or the City Administrator. The Accountant shall provide a written record of all time spent on additional services. The Accountant's compensation shall not be subject to FICA, PERA, and Medicare deduction. The position of Accountant is an Independent Contractor position, and shall not be eligible for cash overtime or compensatory time in lieu of overtime. In recognition of the fact that the Accountant is an Independent Contractor, the Accountant shall not be eligible nor shall he receive any fringe benefits from the City. Therefore, by way of example and without limitation, the Accountant shall not be eligible for group insurance benefits, workers' compensation, paid holidays, vacation, sick leave, severance, or city retirement benefits.
  
7. **Indemnification.** The City shall defend and indemnify Accountant pursuant to Minn. Stat. 466.07 and 467.76. In addition, the City shall defend, hold harmless, and indemnify Accountant from all torts; civil damages; penalties and fines; violation of statutes, laws, rules, and ordinances, provided the Accountant acts only in the good faith performance of the duties of the position.

8. **General provisions.**

- a. All notices, requests and demands given to or made pursuant to this Agreement shall be in writing and personally delivered or mailed, postage prepaid, as follows:

To City:

Honorable Mayor and City Council  
City of Afton  
PO Box 219  
Afton, MN 55001

To the Accountant:

Mr. Thomas H. Niedzwiecki  
14317 St. Croix Trail North

Marine On St. Croix, MN 55047

- b. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties. This Agreement can only be modified by written Agreement of both parties. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. If the parties disagree upon the interpretation of the Agreement, and cannot resolve their differences in good faith, the parties agree to request nonbinding mediation from the Minnesota Bureau of Mediation Services. Each party will be responsible for its own attorney's fees, and the parties will split equally any other mediation fees.
- c. **Legality.** The parties covenant and agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal or state law or regulation. In the event a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify such provision to make it valid and enforceable. Such modification shall not affect the remainder of this Agreement which shall continue at all times to be valid and enforceable. No payment may be made under this Agreement in excess of the maximum amount permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**CITY OF AFTON**

By: \_\_\_\_\_  
Bill Palmquist  
Mayor

By: \_\_\_\_\_  
Ronald J. Moose  
City Administrator

**ACCOUNTANT**

By: \_\_\_\_\_  
Thomas H. Niedzwiecki