

AGENDA
Special Work Session City Council Meeting
Council Chambers, City Hall
January 4, 2016

***There is no work session scheduled for
January 4, 2016***

AGENDA
Regular City Council Meeting (Organizational)
Council Chambers, City Hall
January 4, 2016, 7:30 p.m.

1. **CALL TO ORDER/DETERMINATION OF QUORUM/PLEDGE OF ALLEGIANCE** *City Administrator*
All individuals are asked to either silence or turn off all cell phones, pagers, and other electronic devices that may disrupt the meeting.
 - a. **INVOCATION**
St. Franciscan Sisters, Sister Rose Margaret Schneider
 - b. **COUNCIL REORGANIZATION** *City Administrator*
Election of Officers
~ Council President
~ Council Vice President
2. **APPROVAL OF AGENDA** *Council*
Approve the agenda as posted in accordance with the Open Meeting Law and herein place all agenda items on the table for discussion.
3. **APPROVAL OF MINUTES** *Council*
A copy of the minutes for the special work session meeting of December 21, 2015; the regular meeting of December 21, 2015, are enclosed. Pages 1 and 2
4. **APPROVAL OF BILLS** *Council*
Bills for year-end will be distributed at Monday's meeting for review/consideration. None
5. **AWARDS, DONATIONS, PRESENTATIONS AND PROCLAMATIONS** *Council President/Others*
6. **CONSENT AGENDA** *Council*
 - a. Accounting Services Agreement, Schlenner Wenner & Company, Little Falls Convention and Visitors Bureau Page 3
 - b. Authorize Hiring of Intern, Nick Neuman Page 4
 - c. Grant Agreement, Town 101 Thriving Communities Initiative - approve Page 5
 - d. Professional Service Agreement, Hometown Planning Page 6
 - e. Rescheduled Regular City Council Meetings, Legal Holidays Page 7
7. **PUBLIC HEARINGS AND LETTINGS** None
8. **OLD BUSINESS** None
9. **NEW BUSINESS**
 - a. Resolution 2016-01, Designate Official Newspaper – adopt *Council* Page 8
 - b. Resolution 2016-02, Designate Official Depositories – adopt *Council* Page 9
10. **CITY COUNCIL REPORTS ON CITY AUTHORITIES, BOARDS, BUREAUS, COMMITTEES AND COMMISSIONS** *Council*
11. **ANNOUNCEMENTS** *Council/Others*
12. **ADJOURNMENT** *Council*

IF YOU NEED ANY TYPE OF REASONABLE ACCOMMODATION TO PARTICIPATE IN THIS MEETING,
PLEASE CALL CITY HALL (320) 616-5500 AT LEAST 72 HOURS PRIOR TO THE MEETING.

SPECIAL WORK SESSION CITY COUNCIL MEETING ~ DECEMBER 21, 2015**1. CALL TO ORDER**

The special work session City Council meeting of the City of Little Falls was called to order by Council President Hanfler at 6:00 p.m. on Monday, December 21, 2015, in the Council Chambers at City Hall. Councilmembers Hircock, Liljegren, Hanson, Gosiak, Knafla, Council President Hanfler, and Mayor Zylka were present. Councilmember Boyum was absent. It was determined there was a quorum.

2. PUBLIC FORUM

a. Randall Buerkness, 17059 Riverwood, reviewed the following: 1] spoke against Robin Hensel display; and 2] and professional signs more pleasant to view.

b. Karen Miller, 1005 Southwest Eleventh Street, reviewed the following: 1] sign ordinance; and 2] the public park display erected is against City ordinance.

c. Robin Hensel, 807 Southeast First Street, reviewed the following: 1] comments on ECM Publishers; and 2] Morrison County Record recent articles.

3. CITY COUNCIL INFORMATIONAL ITEMS

a. **Tablets, City Council** – City Administrator Radermacher reviewed a proposal for the City Council to purchase tablets for the electronic delivery of City Council packets and City business. This item is on the regular agenda for consideration.

b. **Mayor's Veto, Resolution 2015-95, Establish Water and Sewer Rates** – Mayor Zylka reviewed his veto of Resolution 2015-95. City Administrator Radermacher reviewed the requirements of the City Code regarding the veto. This item is on the regular agenda for reconsideration.

c. **Seasonal Display Request, David and Gabrielle Meyer** – City Administrator Radermacher reviewed that he received a request from David and Gabrielle Meyer to rescind their request. This item is on the regular agenda for consideration.

d. **Gamradt Park Donation** – Public Works Director Kimman reviewed a proposed donation of signage to be placed in Gamradt Park. No action taken.

e. **Alley, Block 101, Thayer's Addition** – Public Works Director Kimman reviewed the correspondence received from abutting property owners of Block 101, Thayer's Addition, regarding installation or vacation of the platted but not installed alley. No action taken.

f. **Living Streets Presentation** – Public Works Director Kimman provided a presentation on Living Streets. No action taken.

g. **Public Improvement 374, 2016 Proposed Projects** – Public Works Director Kimman reviewed the proposed 2016 Public Improvement projects. These projects are on the regular agenda for presentation.

4. CONSTITUENT COMPLAINTS**5. ADJOURNMENT**

Council President Hanfler adjourned the meeting at 7:30 p.m.

Respectfully submitted,

Lori Kasella

REGULAR CITY COUNCIL MEETING ~ DECEMBER 21, 2015**1. CALL TO ORDER**

The regular meeting of the City Council of the City of Little Falls was called to order by Council President Hanfler at 7:30 p.m. on Monday, December 21, 2015, in the Council Chambers at City Hall. Councilmembers Hircock, Liljegren, Hanson, Gosiak, Knafla, Council President Hanfler, and Mayor Zylka were present. Councilmember Boyum was absent. It was determined there was a quorum.

2. APPROVAL OF AGENDA

Council President Hanfler amended the agenda by adding item 9.f. Motion was made by Councilmember Gosiak, seconded by Councilmember Liljegren to approve the agenda of the regular City Council meeting of December 21, 2015, as amended. Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: none. Motion carried.

3. APPROVAL OF MINUTES

Motion was made by Councilmember Knafla, seconded by Councilmember Hircock to approve the City Council minutes of the special work session of December 7, 2015; and the regular meeting of December 7, 2015, as presented. Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: none. Motion carried.

4. APPROVAL OF BILLS

Motion was made by Councilmember Gosiak, seconded by Councilmember Hanson to approve the bills totaling \$391,323.24 for check numbers 93188 through 93285. Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: none. Motion carried.

5. AWARDS, DONATIONS, PRESENTATIONS AND PROCLAMATIONS

a. **Clean Water Protection Award, Governor Dayton** – George Minarath, representing the Minnesota Department of Health and Governor Dayton, presented the City with the Clean Water Protection Award. Motion was made by Councilmember Gosiak, seconded by Councilmember Hircock to accept the Clean Water Protection Award from Governor Dayton and the Minnesota Department of Health. Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: none. Motion carried.

b. **Washer/Extractor Grant, Minnesota Department of Public Safety, State Fire Marshal Division, Fire Department** – Motion was made by Councilmember Hircock, seconded by Councilmember Liljegren to accept the award of \$7,681.84 from the Turnout Gear Washer/Extractor program of the Minnesota Department of Public Safety, State Fire Marshal Division, for the purchase of a turnout gear washer/extractor for the Fire Department. Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: none. Motion carried.

6. CONSENT AGENDA

Motion was made by Councilmember Gosiak, seconded by Councilmember Knafla to take the following action on Consent Agenda items a. through i.:

- a. Received and placed on file the Building Department report for November 2015; and
- b. Received and placed on file the Fire Department report for November 2015; and
- c. Received and placed on file the Heritage Preservation Commission minutes of December 2015; and
- d. Received and placed on file the Housing and Redevelopment Authority minutes of November 2015; and

- e. Received and placed on file the League of Minnesota Cities Insurance Trust Property/Casualty 2015 Dividend Calculations as of May 31, 2015; and
- f. Received and placed on file the Police Department report of November 2015; and
- g. Received and placed on file the Public Works Department report for November 2015; and
- h. Received and placed on file the Wastewater Treatment facility report for November 2015; and
- i. Received and placed on file the Water Treatment facility report for November 2015.

Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: none. Motion carried.

7. **PUBLIC HEARINGS AND LETTINGS**

a. **Lettings**

1. **City Council Tablets, Business Machines Plus** – Motion was made by Councilmember Gosiak, seconded by Mayor Zylka to authorize the purchase of eleven Lenovo Yoga 3 Pro 80HE000HUS tablets, eleven Microsoft Office 2016 Home and Business software, and three ThinkPad USB 3.0 Ultra Dock USB 3.0 cable, at \$13,209.23 plus applicable sales tax and shipping, from Business Machines Plus, Little Falls, for the City Council, City Administrator and staff, and one for the Golf Course, to be charged to the Equipment Fund and Golf Improvement Fund respectively. Ayes: Hircock, Liljegren, Zylka, Hanfler, Gosiak, and Knafla. Nays: Hanson. Motion carried.

8. **OLD BUSINESS**

a. **Mayor's Veto, Resolution 2015-95, Establish Water, Wastewater, Storm Sewer, Garbage and Recycling Rates** – Mayor Zylka vetoed Resolution 2015-95, a Resolution Establishing Water, Wastewater, Storm Sewer, Garbage and Recycling Rates for 2016, on December 9, 2015. The City Council voted on Resolution 2015-95, as required by City Code Chapter 2, Section 2.05; Ayes: Hanfler, Hanson, Gosiak. Nays: Boyum [absent], Hircock, Liljegren, Zylka, and Knafla. Council President Hanfler then declared said Resolution 2015-95 to have failed.

Councilmember Knafla then introduced and moved for the adoption of Resolution 2015-95A, a Resolution Establishing the Water, Wastewater, Storm Sewer, Garbage and Recycling Rates for 2016. Councilmember Hircock seconded the motion for adoption. On a roll call vote; Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, and Knafla. Nays: Gosiak and Boyum [absent]. Council President Hanfler then declared said Resolution 2015-95A to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

b. **Permanent Display Request, Memorial Park** – Motion was made by Councilmember Gosiak, seconded by Councilmember Liljegren to accept the recommendation of City Attorney Wetzell and denied a request from Robin Hensel, 807 Southeast First Street, to erect a permanent display with signage and flags at Memorial Park, 25 East Broadway, based on her correspondence of December 14, 2015. Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: none. Motion carried.

9. **NEW BUSINESS**

a. **Seasonal Display Request, David and Gabrielle Meyer** – City Administrator Radermacher notified the City Council that David and Gabrielle Meyer has rescinded their request for seasonal displays on December 21, 2015. No action taken.

b. **Resolution 2015-99, Fee Schedule 2016** – Mayor Zylka introduced and moved for the adoption of Resolution 2015-99, a Resolution Establishing and Adopting Fees for 2016. Councilmember Hanson seconded the motion for adoption. On a roll call vote; Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: Boyum [absent]. Council President Hanfler then declared said Resolution 2015-99 to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

c. **Accept Feasibility Reports and Call for Public Hearings, Public Improvement 374**

1. **Resolution 2015-100, Surface and/or Utility Improvements, Third Street Northeast** – Mayor Zylka introduced and moved for the adoption of Resolution 2015-100, a Resolution Accepting the Feasibility Report and Calling for a Public Hearing on the Proposed Surface and/or Utility Improvements on Third Street Northeast between Fourth Avenue Northeast and a point approximately 1,160 feet northerly [i.e. BNSF Railway tracks], for Tuesday, January 19, 2016. Councilmember Hanson seconded the motion for adoption. On a roll call vote; Ayes: Liljegren, Zylka, Hanfler, Hanson, Gosiak, Knafla, and Hircock. Nays: Boyum [absent]. Council President Hanfler then declared said Resolution 2015-100 to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

2. **Resolution 2015-101, Surface and/or Utility Improvements, Third Avenue Northeast** – Councilmember Hanson introduced and moved for the adoption of Resolution 2015-101, a Resolution Accepting the Feasibility Report and Calling for a Public Hearing on the Proposed Surface and/or Utility Improvements on Third Avenue Northeast between Third and Fourth Streets Northeast, for Tuesday, January 19, 2016. Councilmember Gosiak seconded the motion for adoption. On a roll call vote; Ayes: none. Nays: Zylka, Hanfler, Hanson, Gosiak, Knafla, Boyum [absent], Hircock, and Liljegren. Council President Hanfler then declared said Resolution 2015-101 to have failed.

3. **Resolution 2015-102, Surface and/or Utility Improvements, Fourth Avenue Northeast** – Councilmember Hanson introduced and moved for the adoption of Resolution 2015-102, a Resolution Accepting the Feasibility Report and Calling for a Public Hearing on the Proposed Surface and/or Utility Improvements on Fourth Avenue Northeast between Ninth and Eleventh Streets Northeast, for Tuesday, January 19, 2016. Councilmember Knafla seconded the motion for adoption. On a roll call vote; Ayes: none. Nays: Hanfler, Hanson, Gosiak, Knafla, Boyum [absent], Hircock, Liljegren, and Zylka. Council President Hanfler then declared said Resolution 2015-102 to have failed.

4. **Resolution 2015-103, Surface and/or Utility Improvements Fourth Street Northwest** – Councilmember Gosiak introduced and moved for the adoption of Resolution 2015-103, a Resolution Accepting the Feasibility Report and Calling for a Public Hearing on the Proposed Surface and/or Utility Improvements on Fourth Street Northwest between Broadway and First Avenues Northwest, for Tuesday, January 19, 2016. Councilmember Hircock seconded the motion for adoption. On a roll call vote; Ayes: Hanson, Gosiak, Knafla, Hircock, Liljegren, Zylka, and Hanfler. Nays: Boyum [absent]. Council President Hanfler then declared said Resolution 2015-103 to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

d. **Resolution 2015-104, Accept Feasibility Report and Call for Public Hearing, Surface Improvements, Public Improvement PIR, Sidewalks** – Councilmember Gosiak introduced and moved for the adoption of Resolution 2015-104, a Resolution Accepting the Feasibility Report and Calling for a Public Hearing on the Proposed Surface Improvement to Various Sidewalks as listed, under Public Improvement PIR, for Tuesday, January 19, 2016. Councilmember Liljegren seconded the motion for adoption. On a roll call vote; Ayes: Gosiak,

Knafla, Hircock, Liljegren, Zylka, Hanfler, and Hanson. Nays: Boyum [absent]. Council President Hanfler then declared said Resolution 2015-104 to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

e. **Planning Commission Recommendations**

1. **Variance, Building Addition, Little Falls Assembly of God Church** –

Motion was made by Councilmember Gosiak, seconded by Councilmember Hanson to accept the recommendation of the Planning Commission and approved the variance to allow an approximately 100 square feet of a 4,323 square foot addition to the existing church to be approximately 43.5 feet from a front lot line. Ayes: none. Nays: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Motion failed.

2. **Final Plat, Belle Garden Addition** –

Motion was made by Councilmember Hanson, seconded by Councilmember Knafla to table action on the recommendation of the Planning Commission regarding the final plat of Belle Garden Addition until the title issues are corrected. Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: none. Motion carried.

f. **Resolution 2015-105, Amend 2016 Budget** – Councilmember Hanson introduced and moved the adoption of Resolution 2015-105, a Resolution Amending the 2016 Budget, [to reflect change in Wastewater Operating Budget]. Councilmember Knafla seconded the motion for adoption. On a roll call vote; Ayes: Hircock, Liljegren, Zylka, Hanfler, Hanson, Gosiak, and Knafla. Nays: Boyum [absent]. Council President Hanfler then declared said Resolution 2015-105 to have received the majority vote of the City Council and the same to have been duly passed, approved and adopted.

10. **CITY COUNCIL REPORTS ON CITY AUTHORITIES, BOARDS, BUREAUS, COMMISSIONS, AND COMMITTEES**

11. **ANNOUNCEMENTS**

12. **ADJOURNMENT**

Council President Hanfler adjourned the meeting at 9:13 p.m.

Respectfully submitted,

Wendy J. Zylka

December 17, 2015

Members of Governance
Little Falls Convention and Visitors Bureau
Little Falls, MN 56345

Attention: Kristina VonBerge

The Objective and Scope of the Engagement

You have requested that we prepare the financial statements of Little Falls Convention and Visitors Bureau (the Organization), which comprise the statement of cash receipts and disbursements as of and for the years ending December 31, 2015, 2016, and 2017, and the related notes to the financial statements, and perform a review engagement with respect to those financial statements.

We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our Responsibilities

The objective of our engagement is to:

1. Prepare financial statements in accordance with the cash basis method of accounting based on information provided by you; and
2. Obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with the cash basis method of accounting.

We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including ethical principles of integrity, objectivity, professional competence and due care.

A review engagement includes primarily applying analytical procedures to your financial data and making inquiries of Organization management. A review engagement is substantially less in scope than an audit engagement, the objective of which is the expression of an opinion regarding the financial statements as a whole. A review engagement does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through the inspection, observation, confirmation or examination of source documents; or other procedures ordinarily performed in an audit engagement. Accordingly, we will not express an opinion regarding the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by error or fraud, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our review procedures that indicates fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our review procedures regarding noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

Our services under this arrangement letter do not include services for tax return preparation, tax advice or representation in any tax matter. Nevertheless, we may discuss with you certain tax considerations or provide you with tax information that may be relevant to our services. Any such discussions or information would be based upon limited tax research, limited due diligence and limited analysis regarding the underlying facts. Because additional research or a more complete review of the facts could affect our analysis and conclusions, the information provided during these discussions should not be used as the basis for proceeding with any transaction or any tax return reporting.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the cash basis method of accounting and to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements in order for the statements to be in accordance with the cash basis method of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the cash basis method of accounting as the financial reporting framework to be applied in the preparation of the financial statements;
2. The preparation and fair presentation of the financial statements in accordance with the cash basis method of accounting and the inclusion of all informative disclosures that are appropriate for the cash basis method of accounting;
3. The design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements;
4. The prevention and detection of fraud;
5. To ensure that the entity complies with the laws and regulations applicable to its activities;
6. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement;
7. To provide us with:
 - a) Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b) Additional information that we may request from you for the purpose of the review engagement; and
 - c) Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries; and

8. To provide us, at the conclusion of the engagement, with a letter that confirms certain representations made during the review.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge and experience to oversee our preparation of your financial statements and 990 tax return. You are responsible for evaluating the adequacy and results of services performed and accepting responsibility for such services.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

If, in connection with our review, you request us to perform accounting services necessary for the preparation of the financial statements (such as drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Other Relevant Information

From time to time and depending upon the circumstances, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by Schlenner Wenner & Co. professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Organization personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Our services will also include the preparation of IRS Form 990 for the years ending December 31, 2015, 2016, and 2017 (due on May 15 the year following). All other provisions of this letter will survive any fee adjustment. Fees will be \$3,000 for the year ended December 31, 2015 and will increase no more than 4% each year for the years ended December 31, 2016 and 2017. We anticipate an additional fee of \$250 in any year that a large form 990 is required (current threshold for a large form 990 is gross receipts greater than \$200,000 or total assets greater than \$500,000). It is agreed upon that this fee will be paid by the City of Little Falls. The responsibility for filing W-2's, 1099's, and any other compliance forms is that of the Little Falls Convention and Visitors Bureau and we are not required to inform you of that responsibility.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Organization agrees it will compensate Schlenner Wenner & Co. for any additional costs incurred as a result of the Organization's employment of a partner or professional employee of Schlenner Wenner & Co.

You agree that you will not include our reports, or otherwise make reference to us, in any public or private securities or debt offering.

In the event we are requested or authorized by the Organization or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Organization, the Organization will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Claim Resolution

Little Falls Convention and Visitors Bureau and Schlenner Wenner & Co. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the review report issued by Schlenner Wenner & Co. or the date of this arrangement letter if no report has been issued more than two years after the date of this arrangement letter. The Little Falls Convention and Visitors Bureau waives any claim for punitive damages. Schlenner Wenner & Co.'s liability for all claims, damages and costs of the Little Falls Convention and Visitors Bureau arising from this engagement is limited to the amount of fees paid by the Little Falls Convention and Visitors Bureau to Schlenner Wenner & Co. for the services rendered under this arrangement letter.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Our Report

We will issue a written report upon completion of our review of the Organization's financial statements. Our report will be addressed to the Members of Governance for the Little Falls Convention and Visitors Bureau. We cannot provide assurance that an unmodified accountant's review report will be issued. Circumstances may arise in which it is necessary for us to report known departures from the cash basis method of accounting, add emphasis-of-matter or other-matter paragraphs, or withdraw from the engagement. If, for any reason, we are unable to complete the review of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's review report in any document containing financial statements that indicates such financial statements have been reviewed by us and, prior to inclusion of the report, ask our permission to do so.

This letter constitutes the complete and exclusive statement of agreement between Schlenner Wenner & Co. and Little Falls Convention and Visitors Bureau, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform a review engagement with respect to those same financial statements and our respective responsibilities.



Molly M. Thompson, CPA
Partner

SCHLENNER WENNER & CO.
St. Cloud, MN

Confirmed on behalf of the addressee:

Name/Title Kristina VonBerge, Executive Director
Little Falls Convention and Visitors Bureau

Date

Council President
City of Little Falls

Date

Jon Radermacher
City Administrator
City of Little Falls

Date

STUDENT INTERN AGREEMENT

This Student Intern Agreement, made effective upon the signing of both parties, by and between National Joint Powers Alliance ("NJPA"), whose address is 202 12th Street NE, P.O. Box 219, Staples, Minnesota 56479 and Nick Neuman ("Intern"), whose address is PO Box 502, Avon, MN 56310.

WHEREAS, NJPA is interested in providing a student intern to Little Falls, a Region Five Member; and

WHEREAS, NJPA is a regional service cooperative created by Minnesota Statute 123A.21 to provide services to the geographic boundary known as Region Five that would benefit from having the above-mentioned services for its Region Five Members; and

WHEREAS, there are funds available for these services; and

WHEREAS, Little Falls has a need for these services; and

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereinafter set forth, NJPA and the Contractor agree as follows:

- 1. Term of Student Intern Agreement.** This Student Intern Agreement shall begin on January 1st and shall continue until terminated in accordance with this section. NJPA, Little Falls, and the Intern all reserve and shall have the unconditional right to terminate and cancel this Student Intern Agreement at any time by providing written notice to the other party.
- 2. Educational Institution.** Intern understands, acknowledges and agrees that he/she must be enrolled in a post-secondary higher educational institution and be considered full-time by that institution and that this condition must apply within 120 days of all times during the appointment. The Student Intern further certifies that in the event the terms of the enrollment change that he/she will immediately notify NJPA and that such change or failure to report such change may result in the termination of the contract. Intern is currently enrolled at St. Cloud State University.
- 3. Services.** Intern shall be assigned to Little Falls. Intern agrees to provide services as may be requested by City Administrator and City Staff including the following: (See attached position description). The Student Intern understands, acknowledges and agrees that he/she will not normally be requested or allowed to work more than 32 hours per week; however, he/she may work up to 40 hours per week.

4. **Compensation.** The sole compensation which shall be due to the Student Intern shall be the amount of \$__10__ per hour for each hour worked by the Intern pursuant to this Student Intern Agreement to be paid by NJPA.
5. **Reporting of Income.** It shall be the responsibility of Intern to properly report all monies earned as a result of work done for NJPA to the State and Federal Governments. Intern shall submit a W-9 form to NJPA prior to commencing work. NJPA shall distribute Internal Revenue Form 1099 to the Federal and State Governments describing monies earned by Intern. Intern shall receive a copy for tax purposes.
6. **Invoicing.** Time and activity reports in the form of an invoice shall be submitted to NJPA on a _____ bi-weekly _____ basis. Payment for services shall be made at the rate set forth above.
7. **Travel.** Mileage incurred as a result of travel from the student's residence to the internship site shall be reimbursable at the established NJPA mileage rate, up to \$500.00 per semester. Meals associated with approved travel shall be reimbursed pursuant to actual expenses incurred during travel and shall be itemized on the invoice. Travel shall be pre-approved by NJPA.
8. **Data Practices.** All data collected, created, received, maintained, or disseminated for any purposes by the activities of Intern because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.
9. **Independent Contractor.** It is understood that Intern is acting as an independent contractor and not an agent or employee of NJPA and is therefore not eligible to lay claim to benefits from retirement, Social Security, PERA, State Unemployment Insurance, Workers Compensation, or to those benefits reserved for employees of NJPA. Intern shall be responsible for paying his/her own medical bills for any personal illness or injuries occurring during the term of this contract.
10. **Assignment.** This Student Intern Agreement shall be binding and shall inure to the benefit of the parties hereto and shall not be assigned or transferred without written agreement by both parties.
11. **Limitation of Liability.** Except for the parties' obligations pursuant to Sections 3 and 4, neither party shall be liable to the other party for any special, consequential, punitive, incidental, or indirect damages or any damages for lost data, business interruption, lost profits, lost revenue or lost business, arising out of or in connection with this Agreement, however caused and based on any theory of liability, arising out of this Agreement,


whether or not such party has been advised of the possibility of such damage, and notwithstanding any failure of essential purpose of any limited remedy.4

12. Indemnification. Each party agrees to defend, indemnify and hold the other harmless from any and all claims and demands of members, which may result from the negligence of the other in connection with their duties and responsibilities under this Agreement, unless such action is a result of intentional wrongdoing of the other party. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

13. Approval. The Region Five Member shall approve placement of the Intern by signing below. The Region Five Member shall have no liability under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year executed below.

National Joint Powers Alliance


Authorized Signature

PAUL WRANGE - Director of Regional Programs
Print Name and Title

12-22-15
Date

(Intern Name)


Authorized Signature

Nicholas Joseph Neuman
Print Name and Title

12-18-15
Date

APPROVED BY:

(Region Five Member)


Authorized Signature

Jon Radermacher City Administrator Little Falls
Print Name and Title

12/22/15
Date

AGENDA ITEM

CITY COUNCIL MEETING: January 4, 2016

Special (Work Session) Agenda: _____

Consent Agenda: x

Regular Agenda: _____

TITLE OF THE ITEM FOR CONSIDERATION: Grant Agreement, Town 101 Thriving Communities Initiative ~ Initiative Foundaiton

BACKGROUND: In 2013 the City through the Little Falls Convention and Visitors Bureau, applied for and received a grant from the Initiative Foundation to in part – “Create a volunteer network with multiple groups to improve Little Falls/Morrison County programs...” This group became known as “Town 101”.

At the request of “Town 101” Kristina Vonberge applied to the Initiative Foundation for a grant totaling \$10,000. The grant application addresses several items which developed from the Town 101 meetings including Shovel Ready sites, youth mentorship, Community Gardens, Tree City and Healthy life choices. I have attached the narrative section of the grant explaining the need the grant will address and how they propose to accomplish this.

The City has been notified the grant totaling \$10,000 has been awarded for the projects listed.

ACTION REQUEST: The City Council consider the execution of an agreement with the Initiative Foundation for the above mentioned grant as applied for by Little Falls Convention and Visitors Bureau.

STAFF PERSON REQUESTING: Jon Radermacher, City Administrator

What need or opportunity does your project seek to address?

Limit 500 words

The grant dollars will fund the Planning, Marketing and success for the following:

Shovel ready course of action will spend funds to create strategy, market, and implement of program through web design, marketing products, mailings, and lead to one on one contact with large businesses to sell the concept of moving business to Little Falls. (Economic Development). Tourism will coordinate to market to local MN group tourism organizations and market through enhancing the Destination of Little Falls through the various programs and utilize the group projects listed in the grant to enhance and create a destination for downtown Little Falls through a Retail business initiative in collaboration with the Little Falls Heritage Preservation Commission (city committee). Funding is needed to create a course of action, market and interview/sell Little Falls retail business candidates for the area.

Youth and Mentorship programs will provide funding to strategize, market, and collaborate with employees and directly benefit employers and youth employees for future success. The funds will be on Web updates onto existing websites, marketing tools to increase employer awareness and grow opportunities for success.

Quality of Life will require funding to submit applications, create community programs through marketing products to ensure the community is collaborating together to accomplish tasks, such as flow city, tree city, and a course of action for forestry.

Live better Live Longer funding will be requested to implement community garden on city owned lot, prepare marketing and collaborate with entire community for awareness and approval for projects. Funds requested to increase the beautification for the downtown area with the flower city course of action through city and resident commitment. Marketing and product funding will be requested to initiate the programs

What are you proposing to do about this need or opportunity?

Limit 500 words

Support for the Resident Driven projects:

Volunteer groups for four areas that work under the city staff supervision are the following along with projects for 2016:

1. Quality of Life (23 people) - Neighborhood watch project, Flower City Status, city owned lot into community garden, and work on a forestry Course of Action and become an Tree city.
2. Economic Development/Tourism (18 People) -- Prepare a strategy and market Little Falls as a shovel ready community for large corporation size businesses; which will enhance economy and create more jobs for residents with Economic Development as the lead. Increase awareness and market to group tour companies to bring dollars to Little Falls from outside the area. Review and strategy for rebranding downtown Little Falls.
3. Youth and Mentorship (19 People) -- Prepare, collaborate, and market work programs from the positions within the community for students to gain understanding of workforce requirements/skills throughout the year; which would make them a candidate for a higher position as they work their way through high school and college. Collaborate with hospitals, schools, military bases and local businesses are working in collaboration to accomplish tasks.
4. Live Better Live Longer (LBLL) (50 People and four teams) --
Eat -- utilize city parks to grow food for CSA's through partnership with SPROUT a local grower's organization
Move --
Belong -- program that support the lower income families and encourage healthy choices
Strategy Team -- oversight on all LBLL group projects

Personal/Professional Service Agreement

THIS AGREEMENT is made and entered into by and between the City of Little Falls ("City"), and Hometown Planning, 324 Broadway Street, Suite 101, Alexandria, Minnesota (hereinafter "Contractor").

RECITALS

WHEREAS, City wishes to purchase land use planning and zoning administration services; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, City and Contractor agree as follows:

1) Term of the Agreement

Contractor agrees to furnish services to the City beginning January 1, 2016 and ending December 31, 2016.

2) Services to be Provided

Contractor shall provide, as base services under this contract, general land use planning and zoning administration services including responding to zoning and subdivision-related questions from landowners and the public, review of applications for land use/zoning, conditional use permits, variances, plats and other land use related permits, preparation and distribution of mailings as necessary, assistance with enforcement of zoning and subdivision ordinances, conducting site visits to individual properties as necessary, preparation for and attendance at public hearings of the Planning Commission and Board of Adjustment as needed, attendance at City Council meetings as needed, general coordination with City Staff on zoning and subdivision related issues, and other activities customarily related to the administration and enforcement of the City's zoning, subdivision and other land use ordinances. In the performance of these services, no less than an average of eight (8) hours per week shall be provided on-site at Little Falls City Hall during regular office hours (specific dates and times to be determined between the Contractor and the City Administrator), unless otherwise approved by the City Administrator. The remainder of the time necessary to perform the base services listed in this paragraph may be performed at a location of the contractor's choosing, including at the Contractor's home office or at any other location chosen by Contractor. The City Administrator, or their designee, may request Contractor's presence at City Hall or other location of the City's choosing for specific times outside of the normally established office hours, for which Contractor shall make every reasonable effort to be present if their schedule allows.

Contractor shall also provide, as base services under this contract, up to 156 hours (average of 3 hours per week) over the course of the contracted period to be used toward the following additional services: drafting of amendments to existing zoning and subdivision ordinances, drafting of amendments to the City's Zoning Map, drafting of amendments to the City's Comprehensive Plan or other activities outside the bounds of normal day-to-day zoning administration activities noted in section 2, paragraph 1 provided that such services do not involve additional public hearings, public meetings, meetings outside of normal office hours with other agencies, organizations or individuals, or procedures beyond those required for normally scheduled Planning Commission and City Council meetings. Unused hours under this paragraph shall not carry over to subsequent contracted periods unless specifically negotiated between the Contractor and the City.

More involved projects such as major updates to the City's Comprehensive Plan(s) or Zoning/Subdivision Ordinances, or other defined projects outside of normal day-to-day zoning administration not included in base services are not included in this contract and shall be separately contracted and/or negotiated.

Driving time and any mileage costs incurred by Contractor within the City in performing duties associated with the base services or between the Contractor's home office (Alexandria, MN) and the City are included in the base services for up to 78 separate round trips to/from the City over the contracted period (average of 1.5 trips per week). Additional trips to the City beyond these shall be deducted at a rate of two (2) hours per round trip from the hours provided under Section 2, Paragraph 2, or if such hours are exhausted, shall be billed as per Section 3, Paragraph 2 for each separate (round) trip.

Any hourly services will generally be deducted in minimum increments of 15 minutes, although services involving short amounts of time (e.g. short phone calls) will be combined with other such activities on a daily basis to ensure maximum use of each 15 minute increment.

3) Payment for Services

Contractor shall be paid a flat monthly rate of \$3,575.00 for the provision of the base services listed in Section 2, Paragraphs 1 and 2.

Contractor time spent on activities outside of the base services in Section 2, Paragraphs 1 and 2 shall be reimbursed to Contractor at a rate of \$75/hour or as otherwise separately negotiated. Such work shall not be provided by Contractor or reimbursed by the City unless approved by the City Administrator or their designee.

Contractor will invoice the City on a monthly basis and City shall pay all valid invoices within 30 days of receipt.

For services under Section 2, Paragraph 2, Contractor's monthly invoices shall include an itemized listing of time deducted from the contracted hours, including the date of the service, the time deducted and a short description of the service provided.

4) Independent Contractor Status

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of City for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of City, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

5) Standard of Care, Indemnification and Insurance

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances or as would be practiced by a City employee performing such services. The City shall fully defend, hold harmless and indemnify Contractor, its owners, officers and employees against all claims, damages, losses and liabilities, including attorney fees, costs and expenses, which arise by reason of the services, actions or inaction of Contractor or any of its employees or agents, regardless of fault, provided it was performed to the standard of care in this paragraph.

Contractor agrees that in order to protect itself as well as City, it will at all times during the term of this contract keep in force a valid policy of insurance covering general liability, as well as professional liability to cover Contractor, its agent, and employees for any legal actions which may arise out of their performance or failure to adequately perform its obligations pursuant to this contract. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' prior notice thereof to City.

Within 30 days of the effective date of this contract, and as a condition of this contract, the Contractor will furnish City with Certificates of Insurance listing City as a certificate holder.

6) Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

7) Records-Availability and Retention

Pursuant to Minn. Stat. §16C.05, subd. 5, Contractor agrees that City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8) Merger and Modification

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.

All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9) Default and Cancellation

If Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless Contractor's default is excused, City may, upon written notice, immediately cancel this Agreement in its entirety.

This Agreement may be cancelled with or without cause by either party upon sixty (60) days written notice.

10) Subcontracting and Assignment

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of City and subject to such conditions and provisions as City may deem necessary. Contractor shall be responsible for the performance of all subcontractors.

11) Nondiscrimination

During the performance of this Agreement, Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

IN WITNESS WHEREOF, CITY and CONTRACTOR have each executed or caused this Agreement to be executed in their behalf in the manner prescribed by law.

CITY OF LITTLE FALLS

CONTRACTOR

Council President

Ben Oleson
Hometown Planning

Jon Radermacher
City Administrator

STATE OF MINNESOTA }
 } ss
COUNTY OF MORRISON }

On this _____ day of _____, 2016, before me, a notary public, personally appeared City of Little Falls, a municipal corporation, by its Council President, _____ and its City Administrator, Jon Radermacher, who executed the foregoing instrument and acknowledged that they did so as their free act and deed.

AGENDA ITEM

CITY COUNCIL MEETING: January 4, 2016

Special (Work Session) Agenda: _____

Consent Agenda: X

Regular Agenda: _____

TITLE OF THE ITEM FOR CONSIDERATION: Rescheduled Regular City Council Meetings, Legal Holidays

BACKGROUND: The City Council adopted Resolution 2008-31, which established regular City Council meeting days of the first and third Mondays of each month. Should one of these Mondays fall on a legal holiday, the meeting is to be scheduled “to the Tuesday immediately following the Monday”.

In 2016, there are four meetings that need to be moved to the following Tuesday. They are as follows:

January 18 to January 19 due to Martin Luther King Jr. Day

February 15 to February 16 due to Presidents’ Day

July 4 to July 5 due to Independence Day

September 6 to September 6 due to Labor Day.

ACTION REQUEST: The City Council affirm the meeting date changes as listed above due to legal holiday.

STAFF PERSON REQUESTING: Wendy Zylka

City of Little Falls

RESOLUTION 2016-01

RESOLUTION DESIGNATING OFFICIAL NEWSPAPER

BE IT RESOLVED, by the City Council of the City of Little Falls, that the "Morrison County Record" be designated as the official newspaper for the City of Little Falls during 2016 as provided for in the Little Falls City Code.

Passed this 4th day of January, 2016.

Council President

ATTEST:

Jon Radermacher
City Administrator

Approved this 4th day of January, 2016.

Gregory J. Zylka
Mayor

(SEAL)

City of Little Falls

RESOLUTION 2016-02

RESOLUTION DESIGNATING DEPOSITORIES FOR 2016

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Little Falls that the following banks be designated for City deposits and payroll accounts for City funds during 2016 as provided for in the Little Falls City Charter, to wit:

- Bank of the West
- Bank of Zumbrota
- Central Minnesota Credit Union
- Pine Country Bank

BE IT FURTHER RESOLVED, that the City Council of the City of Little Falls authorizes investments of City funds to maximize the rate of interest at the time investments are made while guaranteeing the safety of the investment at the following savings institutions:

- American National Bank of St. Cloud
- Bank of the West
- Bank of Zumbrota
- Central Minnesota Credit Union
- Farmers and Merchants State Bank
- Mid-Minnesota Federal Credit Union
- Pine Country Bank
- Pine Island Bank
- Randall State Bank
- Twin City Federal Savings and Loan
- US Bank
- Unity Bank
- Morgan Stanley Wealth Management

Passed this 4th day of January, 2016.

Council President

ATTEST:

Jon Radermacher
City Administrator

Approved this 4th day of January, 2016.

Gregory J. Zylka
Mayor

(SEAL)

City of Little Falls

NOTICE OF MEETINGS

City Hall, 100 Northeast Seventh Avenue, Little Falls

12/31	CITY OFFICES CLOSED, NEW YEAR'S EVE		12:00 noon
1/1	CITY OFFICES CLOSED, NEW YEAR'S DAY		
1/4	Heritage Preservation Commission	Conference Room	12:00 noon
1/4	Special Work Session City Council Meeting <i>Cancelled</i>	Council Chambers	None
1/4	Reorganizational Regular City Council Meeting	Council Chambers	7:30 p.m.
1/6	Morrison County Mayor's Meeting	Royalton City Hall	12:30 p.m.
1/11	Housing and Redevelopment Authority	Pine Grove Manor	4:30 p.m.
1/11	Planning Commission	Council Chamber	6:30 p.m.
1/18	CITY OFFICES CLOSED, MARTIN LUTHER KING DAY		
1/19	Work Session City Council Meeting	Council Chambers	6:30 p.m.
1/19	Regular City Council Meeting	Council Chambers	7:30 p.m.
1/20	Park, Recreation and Tree Board	Conference Room	4:00 p.m.
1/21	Airport Commission	Airport	12:00 noon
1/25	Economic Development Authority	Conference Room	12:00 noon
1/27	Cable TV Review Board	Great River Arts 122 SE 1 st Street	1:00 p.m.
2/1	Heritage Preservation Commission	Conference Room	12:00 noon
2/1	Special Work Session City Council Meeting	Council Chambers	6:30 p.m.
2/1	Regular City Council Meeting	Council Chambers	7:30 p.m.
2/3	Morrison County Mayor's Meeting	Royalton City Hall	12:30 p.m.
2/4	Library Board	Library	4:30 p.m.
2/8	Housing and Redevelopment Authority	Pine Grove Manor	4:30 p.m.
2/8	Planning Commission	Council Chambers	6:30 p.m.
2/9	Energy and Environmental Committee	Conference Room	4:00 p.m.