



**PLAINVIEW CITY COUNCIL
SPECIAL MEETING
AGENDA**

**Thursday, October 1, 2020 at 6:00 P.M.
Location: City Hall**

Special meetings are meetings held at a time or place that is different from the regularly scheduled meetings. These are often scheduled to deal with specific items that need to be addressed before the next regular meeting. Generally, any matter that can be addressed at a regular meeting can also be addressed at a special meeting if it has been properly noticed. The clerk must post written notice of the date, time, place, and purpose of the special meeting on the city's principal bulletin board at least three days before the meeting.

Pursuant to Minn. Stat. § 13D.021, subd. 1(1) I, David Todd City Administrator for the City of Plainview, determine that in-person meetings of the city council are not prudent during the COVID-19 health pandemic/peacetime emergency declared by the Governor's Executive Order No. 20-01 under Minn. Stat., Ch. 12. Additionally, I determine the presence of any members of the public is not feasible due to the COVID-19 health pandemic/emergency declaration, pursuant to Minn. Stat. § 13D.021, subd. 1(3).

Additional members of the public may monitor the meeting electronically from a remote location by locating the live streamed video of the council meeting at the City of Plainview's Facebook page (located at this address: <https://www.facebook.com/plainviewmn/>)

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
Because this is a special meeting, no business may be addressed that is not posted (part of the original agenda).
- 4. UNFINISHED BUSINESS**
- 5. NEW BUSINESS**
 - A. Discussion with Tyler Norton-Liquor Store Inventory
 - B. Discussion and Action -New Hire-City Clerk
 - C. Discussion and Action- CARES ACT Spending Plan-Resolution 2020-23
 - D. Discussion and Action- Approve Resolution 2020-24 Transfer CARES ACT Funds and Contract to Administer CARES Act Funds for SEMMCHRA
 - E. Discussion on Columbarium-Council Guidance on Moving Forward
 - F. Discussion and Action-Amend 2020Pay Scale- Resolution 2020-25, Approve J. Timm New Pay Grade/6 Month Step Increase
- 6. ADJOURN**

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Special Meeting: October 1, 2020

AGENDA ITEM: Tyler Norton Discussion Liquor Inventory	AGENDA SECTION: New Business
PREPARED BY: David Todd, City Administrator	AGENDA NO. 5.A.
ATTACHMENTS: None	APPROVED BY: DT
RECOMMENDED ACTION: Motion Discuss with Tyler Norton the disparity between costs associated with the liquor inventory of the former "Muni."	

SUMMARY

The former "Muni" liquor store was sold to Jeff LeVan and Tyler Norton in September of 2020. The building, personal property and unsold inventory was sold to the new owners "as-is."

The liquor inventory was presented to Tyler as a handwritten list of items the City had invoices for, with some of the items of inventory missing invoices that indicated the price paid. In a good faith effort to account for those items, Interim Administrator David Schmidt and Carol Kujath painstakingly researched and attempted to correlate those items with a market rate dollar amount. The inventory was wholly tabulated and then subsequently reduced by 30% in another good-faith gesture to the new owners. Both Tyler and Mr. Schmidt initialed the document and proceeded to closing the sale.

Since this real estate transaction, Mr. Norton has found some disparities in the liquor inventory that indicated a much higher mark-up on many of the items listed on the inventory. This is likely due to a combination of lack of oversight over the operations of the "Muni" and the lack of record keeping for the inventory by former employees. Both parties agree that this was not intentional, however, a resolution is being sought.

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Special Meeting: October 1, 2020

AGENDA ITEM: City Clerk New Hire	AGENDA SECTION: New Business
PREPARED BY: David Todd, City Administrator	AGENDA NO. 5.B.
ATTACHMENTS: None	APPROVED BY: DT
RECOMMENDED ACTION: Motion to approve the new hire of Carol Kujath as City Clerk of Plainview at Pay Grade 8 Step 2 of the Approved 2020 City of Plainview Pay Scale	

SUMMARY

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Special Meeting: October 1, 2020

AGENDA ITEM: CARES ACT Expense Plan	AGENDA SECTION: New Business
PREPARED BY: David Todd City Administrator	AGENDA NO. 5.C.
ATTACHMENTS: Expense Spreadsheet Exhibit A	APPROVED BY: DT
RECOMMENDED ACTION: Motion to approve Resolution 2020-23 Approving CARES ACT Expense Plan	

SUMMARY

The City received \$255,177.00 in Coronavirus Federal Relief Funds from the State of Minnesota that are to be spent on specific criteria that include the following:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow a local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as making technological improvements to facilitate compliance with social distancing guidelines,
2. were not expenses accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government, and
3. were incurred during the period that begins on March 1, 2020 and ending on December 30, 2020.

The City’s expense plan includes, but is not limited to: Technological upgrades that allow for working remotely as well as conducting meetings and other city business from home; Upgrading our ability to live-stream and broadcast meetings to the public; personal protective equipment to include sanitizing and disinfecting facilities and persons; reimbursement of salaries for personnel dedicated to planning and response to COVID-19; and allocating expenses to SEMMCHRA for administering a small business relief program for local businesses.

RESOLUTION NO. 2020-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLAINVIEW, MINNESOTA APPROVING EXPENSES INCURRED BY THE CITY IN RESPONSE TO THE COVID-19 PANDEMIC AND AS PART OF EXPENSES OFFSET BY FEDERAL CORONAVIRUS RELIEF FUNDS

WHEREAS: The COVID-19 pandemic requires that the City explore technology and logistics upgrades at City Hall to support health and safety measures, including social distancing and compliance with various executive orders issued by Minnesota Governor Tim Walz; and

WHEREAS: The COVID-19 pandemic requires that the City improve its ability to offer electronic means for working remotely, video training, accessing the City files and server while working at home; and

WHEREAS: The required technology upgrades to support remote working and file access include new laptop computers for City staff, handheld tablets for City Council for remote meetings and new software for payroll and utility billing for remote use so that City staff can continue to conduct city business as well as a library self-check-out system to reduce contact between staff and the public; and

WHEREAS: The COVID-19 pandemic requires that the City expend funds on items related to personal protection of fire department employees and first responders, including cones and barricades for staging areas to improve social distancing, as well as portable radios and in-squad computer MDTs for police officers to work remotely within their vehicles and provide for social distancing to reduce contact with others ; and

WHEREAS: The COVID-19 pandemic requires that the City improve their means to live-stream or broadcast city council meetings, including upgrading the live-stream capabilities of the Plainview Church of Christ where City Council meetings are taking place to insure the public, staff, and council properly socially distance themselves during in-person meetings; and

WHEREAS: The COVID-19 pandemic requires the City to expend funds on several miscellaneous items of personal protective equipment including masks, gloves, hand sanitizer, and professional cleaning and sanitizing services as well as reimbursement of salaries dedicated to pandemic response planning and services and funds dedicated to assist small businesses; and

WHEREAS: The City received \$255,177.00 in Coronavirus Federal Relief Funds from the State of Minnesota that are to be spent on specific criteria that include the following:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow a local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to

second-order effects of the emergency, such as making technological improvements to facilitate compliance with social distancing guidelines;

2. Were not expenses accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and
3. Were incurred during the period that begins on March 1, 2020 and ending on December 30, 2020.

; and

WHEREAS: City staff recommends approving expenditure of CARES Act funds on the above listed items, in the total amount of \$255,177.00.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLAINVIEW: That the attached cost estimates related to the purchase of the aforementioned items of equipment and services qualify as reimbursable expenses under the CARES Act grant funds and the proposals are hereby approved; and

BE IT FURTHER RESOLVED: That the Mayor and City Administrator are authorized to sign agreements necessary for the purchase of the items listed in Exhibit A; and.

BE IT FURTHER RESOLVED: That the Mayor and the City Administrator are authorized to approve minor alterations of the amounts listed in Exhibit A without further approval from the City Council, but such alteration shall not increase the total amount of any individual expenditure referenced herein by an amount greater than five percent (5%); and

Passed and adopted by the City Council of the City of Plainview, Minnesota this ____ day of October 2020.

By

Attest:

Roger Ziebell, Its Mayor

David N.S. Todd, City Administrator

Exhibit A

Administrative Expenses		\$4,700.00
Budgeted Personnel and Services Diverted to a Substantially Different Use		\$80,000.00
COVID-19 Testing and Contact Tracing	Wabasha County asked to have a drive-up test site in Plainview. Staff time to reasearch, meet with county, gather materials and set up and tear down site	\$890.00
	Barricades and cones for Public Works and the Fire Dept to use for staging sites used for social distancing. The City doesn't currently have enough and has had to borrow from other cities	\$4,003.00
Economic Support (other than small business, housing, and food assistance)		\$0.00
Expenses Associated with the Issuance of Tax Anticipation Notes		\$0.00
Facilitating Distance Learning		\$0.00
Food Programs		\$0.00
Housing Support		\$0.00
Improve Telework Capabilities of Public Employees	Laptops and support to set up on network so city employees can work remotely. We did not previously have this capability and it would have been very difficult to continue operations if employees get COVID or we have to shutdown because of exposure	\$8,194.00
	Surface Pros for Council Members and Staff for City Council meetings to eliminate paper packets and employee contact, plus labor to set up	\$15,400.00
	Payroll/utility billing software telework update	\$17,500.00
	City Hall Copier - telework	\$6,000.00
	Livestream Equipment upgrade at Plainview Church of Christ-we are using their space to livestream our City Council Meetings since COVID because our council chambers are too small to allow for social distancing and the church is letting us use their building	\$5,500.00
	In-Squad Computers for Police Department for telework	\$29,700.00

Medical Expenses		\$0.00
Nursing Home Assistance		\$0.00
Payroll for Public Health and Safety Employees		\$0.00
Personal Protective Equipment	Hand sanitizer, masks, gloves, etc.	\$1,000.00
Public Health Expenses		\$0.00
Small Business Assistance		\$60,000.00
Unemployment Benefits	Unemployment for employees who had reduced hours-period 3/29/20-5/10/20	\$3,000.00
Workers' Compensation		\$0.00
Items Not Listed Above - to include other eligible expenses	Library self-checkout system so library patrons can use the library services and get the materials they need without staff contact	\$8,890.00
Total Spent	City Hall Cleaning Contract April-November 2020 (didn't have a contract prior to COVID), Cleaning at Council Meeting Site (Plainview Church of Christ)	\$10,400.00
		\$255,177.00

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Special Meeting: October 1, 2020

AGENDA ITEM:	Approve Contract to Administer CARES ACT Funding through SEMMCHRA	AGENDA SECTION: New Business
PREPARED BY:	David Todd, City Administrator	AGENDA NO. 5.D.
ATTACHMENTS:	Resolution 2020-24; Exhibit A Administration Contract with SEMMCHRA	APPROVED BY: DT
RECOMMENDED ACTION: Motion to approve Resolution 2020-24 Authorizing Transfer of CARES ACT Funds for Small Business Relief. Motion to Authorize Entering into a Contract with SEMMCHRA to Administer Funds on Behalf of the City of Plainview		

SUMMARY

The City of Plainview received CARES ACT funding from the State of Minnesota on July 29th, 2020. As part of that funding, the City's plan for a portion of those funds involved allocating 30% for small business relief. SEMMCHRA is a governmental agency that provides services to cities to administer programs for housing and economic development. Through a contract with SEMMCHRA Plainview City business will be available to take advantage of both local and county-wide funds for small business relief in the form of grants. SEMMCHRA would assume the responsibility to administer and report on those funds to the State of Minnesota relieving the burden on the City and providing efficiency and protocol in the application process. SEMMCHRA will work with our local EDA to line up businesses for the program.

**CITY OF PLAINVIEW
RESOLUTION NO. 2020-24**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PLAINVIEW,
MINNESOTA APPROVING THE CITY'S TRANSFER OF CARES ACT FUNDING TO THE
SOUTHEASTERN MINNESOTA MULTI-COUNTY HOUSING AND REDEVELOPMENT
AUTHORITY FOR PURPOSES OF AIDING QUALIFYING SMALL BUSINESSES

WHEREAS the Coronavirus Disease 2019 ("COVID-19") is a respiratory disease that was declared a global pandemic by the World Health Organization on March 11, 2020; and

WHEREAS, the Federal Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law on March 27, 2020, and made funds available to qualifying local, state, and federal agencies to cover expenses related to unbudgeted expenditures incurred between March 1, 2020 and December 30, 2020, due to COVID-19; and

WHEREAS, on June 26, 2020, the Minnesota Legislative Advisory Commission approved Governor Walz's request to formally allocate state received CARES Act funds to counties, cities, and townships in the State of Minnesota; and

WHEREAS the City of Plainview (the "City"), through submission of a Coronavirus Relief Fund Certification Form to the Minnesota Department of Revenue, duly applied to receive CARES Act funds in the amount of \$255,177.00; and

WHEREAS the State of Minnesota (the "State") granted the City's application for CARES Act funds, and the City formally accepted \$255,177.00 in CARES Act funds from the State on July 29th, 2020; and

WHEREAS, numerous small businesses entities within the City have experienced business interruption and economic hardship due to COVID-19 and required closures under various executive orders issued by Governor Walz, including but not limited to Executive Orders 20-04, 20-20 and relevant extensions; and

WHEREAS, the guidance issued by the United States Department of the Treasury (the "Treasury Department") provides that a local government may use CARES Act funds to pay for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as, but not limited to, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures; and

WHEREAS the guidance issued by the Treasury Department provides that local governments may transfer CARES Act funds to other local government entities for the purpose of making eligible expenditures; and

WHEREAS, the Southeastern Minnesota Multi-County Housing and Redevelopment Authority ("SEMMCHRA") is a governmental entity empowered to fulfill the economic

development powers conferred by Minn. Stat. Chapter 469, and SEMMCHRA is willing to provide emergency loans and grants to businesses corporations affected by COVID-19; and

WHEREAS, the City and SEMMCHRA mutually understand and agree that the SEMMCHRA, based on its nature as an economic development organization, and its regular practice of disbursing funds and loan proceeds to businesses within the City consistent with its authority, is best positioned to ensure CARES Act funds are appropriately, effectively, and efficiently disbursed to aid eligible businesses; and

WHEREAS, the City desires to transfer \$77,250.00 in CARES Act funds to SEMMCHRA for the purpose of aiding eligible small businesses located within the City, in compliance with the requirements imposed by the CARES Act and the guidance issued by the Treasury Department the State of Minnesota; and

WHEREAS, the City and the SEMMCHRA have agreed on the terms of an administrative agreement for services provided by SEMMCHRA to expend funds transferred by the City, consistent with the CARES Act, and said contract, which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Plainview, Minnesota is hereby authorized to transfer \$77,250.00 in CARES Act funds from the City to SEMMCHRA, subject to the condition that such funds shall only be used by SEMMCHRA for the purpose of aiding eligible small businesses located within the City, which have experienced economic harm attributable to the COVID-19 pandemic and resulting restrictions on business activities, in compliance with the CARES Act and guidance issued by the Treasury Department and/or the State of Minnesota.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Plainview, Minnesota, that the agreement attached hereto as Exhibit A is hereby approved, and the Mayor and City Administrator are authorized to sign a final version thereof that is in substantial conformity with the draft attached as Exhibit A.

Dated this ____ day of _____, 2020

MAYOR

Attest:

CITY CLERK

EXHIBIT A
ADMINISTRATION CONTRACT
WITH
SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY

This contract for Administrative Services, entered into on October 1, 2020, is between the City of Plainview, Minnesota, a Minnesota municipal corporation (hereinafter referred to as the "City") and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority, a public body, corporate and politic under the laws of the State of Minnesota (hereinafter referred to as the "HRA").

WHEREAS: The City has received the Federal CARES Act funding, (the "City CARES Act Grant") to fund and administer the City Small Business Emergency Assistance Fund, respectively, (the "City Program"), within the political jurisdiction of the City; and

WHEREAS: The City, which is a local unit of government, was awarded Three-Hundred Fourteen Thousand and Eighteen Dollars (\$255,177.00) in funds to provide financial assistance to address small business emergency assistance; and

WHEREAS: The City, desires to provide \$77,250.00 of their allotted Grant funds to provide financial assistance directly to small businesses within the City of Plainview; and

WHEREAS: The City desires to have the assistance of the HRA, which is a political subdivision of the State of Minnesota that has previously been authorized by the City to operate and serve as the housing and redevelopment authority within the City, in the administration of the City CARES Act Grant.

WHEREAS: The HRA has the legal authority to grant and loan CARES Act funds and to conduct economic development activities for the City.

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the City and the HRA agree as follows:

1. The term of this contract is from the date executed by the Parties, through December 31, 2020, or as allowed to be extended by the funder source.
2. In consideration of financial reimbursement to be made as specifically described below and in accordance with the City CARES Act Grant, the HRA agrees to act as the Administering Agent for the City. The City agrees to pay a reasonable administrative fee to the HRA during the term of this Agreement, to be determined by the HRA on a grant by grant basis and based on the administrative expenses for each grant. The amount of the administrative fee shall not exceed Fifteen (15%) percent per awarded grant of the City CARES Act Grant award for administration. The HRA shall be paid start-up costs in the amount of \$2,500, which shall be paid from the City's allotted CARES Act Grant funds, and which shall be credited against the cost reimbursement to the HRA which is contemplated by this paragraph. Costs, including

attorneys' fees and court costs, incurred as a consequence of administration of the City CARES Act Grant, will be included in the above administrative fee and will be collected from grant funds, but may not exceed any restrictions or limits placed on use of grant funds by the Federal Government, Grantor.

3. The HRA shall perform the activities in accordance with all applicable provisions of state and federal laws. The HRA shall perform its obligations and activities under this Agreement consistent with and in compliance with the City's obligations under the Grant Agreement entered into with the Federal Government, including all amendments thereto. The HRA shall also award grants consistent with the Wabasha and Winona County Small Business Emergency Assistance Fund, which is attached hereto and incorporated herein by reference as Exhibit A.
4. Project Planning. The HRA will allocate the funds for eligible project uses in accordance with the respective Programs. The HRA will report the use of funds to the City in a manner consistent with the original grant process.
5. Financial Record Keeping and Control. The HRA will keep complete and accurate records of all claims and disbursements in accordance with the following procedures:
 - a. Annual Reports. The HRA shall prepare and maintain annual post close out reports, including records of individual activities and program recipients in the form and manner required by the Grantor.
 - b. Financial Reporting and Collection of Funds. For all collections of grant repayments made pursuant to this agreement, the HRA shall keep financial records to reconcile quarterly the bank account balance for individual loan payments from the City. This data will be provided to the City, upon request, by the 15th of the month following the end of the quarter for accounting purposes.
 - c. Financial Reporting and Use of Funds. For all expenditures of funds made pursuant to this agreement, the HRA shall keep financial records and documents sufficient to evidence in proper detail the nature and propriety of the expenditure. Accounting methods for this program will meet the standards set forth in Common Rule "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments". The annual uses of funds data will be provided to the City by the 31st of January in the next calendar year for accounting purposes.
 - d. Audit and Inspection. Accounts and records related to the funds provided under this Agreement shall be accessible to authorized representatives of Federal government for the purposes of examination and audit. In addition, the City will give the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the funds.
6. Liability. Each respective party to this Agreement shall be liable for the acts of its respective officers, employees or agents and the result thereof to the extent authorized or permitted by

law and shall not be responsible for the acts of the other respective party, its officers, employees or agents. The parties claim sovereign immunity except to the extent liability is allowed pursuant to the provisions of the Municipal Tort Claims Act Minn. Stat. ch. 466, and other applicable laws governing liability of the parties. It is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omission of the other party. For purposes of determining total liability for damages, the parties shall be considered a de facto single governmental unit and the total liability for the parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. §§ 3.736 or 466.04, subd. 1. The HRA will list the City as a named insured on the HRA's Commercial General Liability Insurance Policy for acts performed by the HRA related to the HRA's performance under this contract.

7. For the purposes of this contract, the HRA shall be deemed an independent contractor and not an employee of the City or the United States of America. Any and all employees of the HRA or other persons while engaged in the performance of any work or services required by the HRA under this contract, shall not be considered employees of the City or the United State of America. The HRA affirms that it has Workers' Compensation insurance as required by the State of Minnesota. The HRA shall not assign any interest in this contract and shall not transfer any interest in the same, whether by assignment, subcontract or novation, without the prior written consent of the City.
8. Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties and attached to the original of this contract.
9. The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.
10. This contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
11. The City shall have full access to all records relating to the performance of this agreement.
12. In performing the provisions of this contract, the HRA agrees to comply with all Federal laws, and all applicable rules, regulations or standards established by any agency of the United States, which are now or hereafter promulgated.
13. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
14. The City reserves the right to terminate this contract if the HRA fails to perform any of the

provisions hereof. Such termination shall occur ninety (90) days after the HRA's receipt of written notice specifying the grounds thereof, unless, prior to the date, the HRA has cured the alleged non-performance of the provisions of this contract. In the event that the project is terminated or that the grant funds are withdrawn for any reason by the Federal government, the City may immediately terminate this contract without penalty or obligation upon written notice to the HRA.

15. The City reserves the right to terminate this contract, partial or in full, if the City feels the funds are not going to being utilized in full by December 31st, by November 30th as outlined in the Policy, or if the HRA fails to perform on any provisions within this Contract.
16. Special Administrative Provisions. All records pertaining to this Agreement shall be maintained by the HRA for a period of at least seven (7) years after the expiration of the term of this Agreement. The HRA will provide the City an electronic copy of the files upon closeout of the agreement.
17. The HRA and City mutually agree that both entities are bound by Minnesota Statutes on data privacy with respect to "data on individuals" which collects, receives, stores, uses, creates or disseminates, pursuant to this Agreement. Both the City and the HRA are governmental units that are subject to the Minnesota Data Practices Act, and nothing under this contract can waive or modify its obligation to comply with that Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

**SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

Buffy Beranek, Executive Director

Date

CITY OF PLAINVIEW, MINNESOTA

Roger Ziebell, Mayor

Date

David N.S. Todd, City Administrator

Date

**ADMINISTRATION CONTRACT
WITH
SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

This contract for Administrative Services, entered into on September ___, 2020, is between the City of Plainview, Minnesota, (hereinafter referred to as the "City") and the Southeastern Minnesota Multi-County Housing and Redevelopment Authority, (hereinafter referred to as the "HRA").

WHEREAS: The City has received the Federal CARES Act funding, (the "City CARES Act Grant") to fund and administer the City Small Business Emergency Assistance Fund, respectively, (the "City Program"), within the political jurisdiction of the City; and

WHEREAS: The City, which is a local unit of government, is awarded \$ _____ in funds to provide financial assistance to address small business emergency assistance; and

WHEREAS: The City desires to have the assistance of the HRA, which is a political subdivision of the State of Minnesota that has been authorized by the City to operate and serve as the housing and redevelopment authority within the City, in the administration of the City CARES Act Grant.

WITNESSETH: In consideration of the mutual covenants and agreements contained herein, the City and the HRA agree as follows:

1. The term of this contract is from September 1, 2020, through December 31, 2020, or as allowed to be extended by the funder source.
2. In consideration of financial reimbursement to be made as specifically described below and in accordance with the City CARES Act Grant, the HRA agrees to act as the Administering Agent for the City. The City agrees to pay an administrative fee to the HRA during the term of this Agreement in an amount not to exceed Fifteen (15%) percent per awarded grant of the City CARES Act Grant award for administration. The HRA shall be paid start-up costs in the amount of \$2,500, which shall be credited against the Fifteen (15%) percent administrative cost reimbursement allowed under the grant. Costs, including attorneys' fees and court costs, incurred as a consequence of administration of the City CARES Act Grant, will be included in the above administrative fee and will be collected from grant funds, but may not exceed any restrictions or limits placed on use of grant funds by the Federal Government, Grantor.
3. The HRA shall perform the activities in accordance with all applicable provisions of state and federal laws. The HRA shall perform its obligations and activities under this Agreement consistent with and in compliance with the City's obligations under the Grant Agreement entered into with the Federal Government, including all amendments thereto.
4. Project Planning. The HRA will allocate the funds for eligible project uses in accordance with the respective Programs. The HRA will report the use of funds to the City in a manner consistent with the original grant process.

5. Financial Record Keeping and Control. The HRA will keep complete and accurate records of all claims and disbursements in accordance with the following procedures:
 - a. Annual Reports. The HRA shall prepare and maintain annual post close out reports, including records of individual activities and program recipients in the form and manner required by the Grantor.
 - b. Financial Reporting and Collection of Funds. For all collections of grant repayments made pursuant to this agreement, the HRA shall keep financial records to reconcile quarterly the bank account balance for individual loan payments from the City. This data will be provided to the City, upon request, by the 15th of the month following the end of the quarter for accounting purposes.
 - c. Financial Reporting and Use of Funds. For all expenditures of funds made pursuant to this agreement, the HRA shall keep financial records and documents sufficient to evidence in proper detail the nature and propriety of the expenditure. Accounting methods for this program will meet the standards set forth in Common Rule "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments". The annual uses of funds data will be provided to the City by the 31st of January in the next calendar year for accounting purposes.
 - d. Audit and Inspection. Accounts and records related to the funds provided under this Agreement shall be accessible to authorized representatives of Federal government for the purposes of examination and audit. In addition, the City will give the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the funds.
6. For the purposes of this contract, the HRA shall be deemed an independent contractor and not an employee of the City or the United States of America. Any and all employees of the HRA or other persons while engaged in the performance of any work or services required by the HRA under this contract, shall not be considered employees of the City or the United State of America. The HRA affirms that it has Workers' Compensation insurance as required by the State of Minnesota.
7. The HRA shall not assign any interest in this contract and shall not transfer any interest in the same, whether by assignment, subcontract or novation, without the prior written consent of the City.
8. Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties and attached to the original of this contract.
9. The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.
10. This contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

11. The City shall have full access to all records relating to the performance of this agreement.
12. In performing the provisions of this contract, the HRA agrees to comply with all Federal laws, and all applicable rules, regulations or standards established by any agency of the United States, which are now or hereafter promulgated.
13. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
14. The City reserves the right to terminate this contract if the HRA fails to perform any of the provisions hereof. Such termination shall occur ninety (90) days after the HRA's receipt of written notice specifying the grounds thereof, unless, prior to the date, the HRA has cured the alleged non-performance of the provisions of this contract. In the event that the project is terminated or that the grant funds are withdrawn for any reason by the Federal government, the City may immediately terminate this contract without penalty or obligation upon written notice to the HRA.
15. The City reserves the right to terminate this contract, partial or in full, if the City feels the funds are not going to being utilized in full by December 31st, by November 30th as outlined in the Policy, or if the HRA fails to perform on any provisions within this Contract.
16. Special Administrative Provisions. All records pertaining to this Agreement shall be maintained by the HRA for a period of at least seven (7) years after the expiration of the term of this Agreement. The HRA will provide the City an electronic copy of the files upon closeout of the agreement.
17. The HRA further understands and agrees that it must be bound by Minnesota Statutes on data privacy with respect to "data on individuals" which collects, receives, stores, uses, creates or disseminates, pursuant to this Agreement. The HRA is a governmental unit that is subject to the Minnesota Data Practices Act, and nothing under this contract can waive or modify its obligation to comply with that Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed.

**SOUTHEASTERN MINNESOTA MULTI-COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY**

Buffy Beranek, Executive Director

CITY OF PLAINVIEW, MINNESOTA

David N.S. Todd, Administrator

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Special Meeting: October 1, 2020

AGENDA ITEM: Columbarium	AGENDA SECTION: New Business
PREPARED BY: Shane Loftus Public Works Director	AGENDA NO. 5.E.
ATTACHMENTS:	APPROVED BY:
RECOMMENDED ACTION: Motion to approve the purchase of an 80 niche columbarium from Nelson Granite.	

Per the recommendation of Council member Dave Walkes and the Mayor Roger Ziebell, the columbarium for Greenwood Cemetery should be obtained through Nelson Granite. This project will be paid for through the perpetual care funds for the cemetery.

Nelson Granite

Cost of columbarium unit with 2 benches installed	\$24,000.00
Cost of concrete foundation	\$5,000.00
Cost of crane to set columbarium	\$1,000.00
Total upfront cost of purchase and install	\$30,000.00

Premier Columbaria

Cost of columbarium unit/ no benches	\$11,877.00
Cost to install (including the crane)	\$4,200.00
Cost of concrete foundation	\$5,000.00
Total upfront cost of purchase and install	\$21,077.00

Cold Springs

Cost of columbarium unit/no benches	\$21,237.00
Cost to install (including the crane)	\$7,380.00
Cost of concrete foundation	\$5,000.00
Total upfront cost of purchase and install	\$33,617.00

Respectfully Submitted,
Shane Loftus

PLAINVIEW

CITY COUNCIL ACTION



Executive Summary

City Council Special Meeting: October 1, 2020

AGENDA ITEM:	Amend 2020 Pay Scale Resolution 2020-25; Approve J. Timm Grade Reclassification and 6 Month Step Increase	AGENDA SECTION: New Business
PREPARED BY:	David Todd, City Administrator	AGENDA NO. 5.F.
ATTACHMENTS:	Pay Grade Chart	APPROVED BY: DT
RECOMMENDED ACTION: Motion to APPROVE Resolution 2020-25 Amending the 2020 Pay Scale; Motion to APPROVE the Reclassification of the Police Chief from Pay Grade 13 Step 4 to Pay Grade 14 Step 3 in recognition of his six-month step increase.		

SUMMARY

In reviewing the 2020 pay scale, adopted by the Council in December of 2019, staff noticed that there were multiple compressed pay grades that essentially encumbered the City's ability to control placement of employees on the scale. By extrapolating the grades and establishing grades 3,4,12, and 14 as well as the appropriate percentage of increase between grades, we have created a pay scale more in line with the City's goals and abilities to place employees within the system. Similarly, by amending the salary scale we have more ownership of the document and will not need to expend additional resources each time we need to make a correction.

The reclassification of J. Timm from grade 13 step 4—to grade 14 step 3 will compensate him for completion of his six month probationary period and will also better reflect the classification of the position of Police Chief within the salary structure adopted by Council.

**CITY OF PLAINVIEW
WABASHA COUNTY, MINNESOTA**

RESOLUTION NO. 2020-25

RESOLUTION APPROVING AND ADOPTING 2020 AMENDED PAY SCALE

WHEREAS, on December 16, 2019, the City of Plainview (the “City”) approved the 2020 pay scale.

WHEREAS, the City of Plainview has since determined that there are inconsistencies in the grade classifications and percentages between grades and steps to the 2020 pay scale.

NOW THEREFORE, BE IT RESOLVED by the City Council that the City of Plainview hereby amends the 2020 pay scale by establishing grades 3,4,12 and 14 as well as the appropriate percentage of increase between grades and steps. By amending the 2020 pay scale it will give the City more flexibility in assigning job classifications by grade/job points as well as more efficiency by placing employees in the appropriate grade/step by job classification.

ADOPTED by the Plainview City Council on this 1st day of October 2020:

Roger Ziebell, Mayor

ATTEST:

David N.S. Todd, City Administrator