

TO: MAYOR AND CITY COUNCIL

**FROM: THE PERSONNEL COMMITTEE AND LANELL ENDRES, INTERIM
CITY ADMINISTRATOR**

SUBJECT: CITY ADMINISTRATOR POSITION/OFFER

DATE: JANUARY 21, 2014

BACKGROUND

The Personnel Committee has been charged with the process of interviewing candidates for the city administrator position. Greg Wulf and I also participated on the panel during the interviews. Five candidates were interviewed and two were called back for second interviews. After thorough consideration, the Personnel Committee tentatively offered the position to Ron Johnson and is recommending Council approval of the contract as presented subject to the satisfactory outcome of the background investigation. The tentative offer was to match Mr. Johnson's current salary which is \$103,800. The proposal offered will fall within the parameters of the 2014 budget. A copy of the contract is attached.

COMMITTEE RECOMMENDATION

The Personnel Committee is recommending the Council approve the employment contract with Ron Johnson for the City Administrator position subject to the passing of the background investigation.

REQUESTED COUNCIL ACTION

The Personnel Committee hereby requests a motion to approve the employment contract as stated subject to the passing of the background investigation.

Attachments:
Employment Contract

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the City of Cannon Falls, a Minnesota municipal corporation (hereinafter referred to as the "City") and Ronald Johnson (hereinafter referred to as the "Administrator") as of the XX day of January, 2014.

WHEREAS, the City wishes to engage the services of the Administrator as a professional; and

WHEREAS, the parties wish to set forth the terms and conditions of their relationship in this Agreement in order to assure the requisite flexibility to enable the Administrator to function as the City's chief administrative official; and

WHEREAS, the nature of the Administrator's position requires continued professional training and attendance at meetings during the evenings and other nontraditional work times; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this agreement, City and Administrator agree as follows:

Section 1. Employment. Administrator shall be employed by the City as City Administrator commencing the XX day of February, 2014.

Section 2. Duties. The duties of the Administrator's position shall be set forth in the job description and ordinances and such other duties which are consistent therewith as may be assigned from time to time by the City Council.

Section 3. Discharge of Duties. Administrator shall be paid a salary as a professional and shall not be paid overtime for hours in excess of 40 hours per week and similarly shall be able to be absent in consideration of extraordinary time expenditures. The discharge of the Administrator's duties requires work outside the normal workday for meetings and projects. To that end, the Administrator will work flexible hours as is necessary to discharge the duties of his position.

Section 4. Participation in Employee Benefit.

A. Health and Dental Insurance. The City shall provide health and dental coverage for Administrator in the same fashion as it provides health and dental insurance for supervisory employees. The City shall pay 100% of the health and dental premium costs for the Administrator and his dependents for the City's health and dental insurance plan of the Administrator's choosing.

B. Life Insurance. The City shall provide life insurance coverage for the Administrator in the same fashion as it provides life insurance for supervisory employees.

C. Except as otherwise specified within this Agreement, Administrator shall receive or be eligible to participate in any other benefits provided for supervisory employees generally.

Section 5. Vacation and Holidays. Administrator shall accrue days of vacation on the first day of each month equal to an annual rate of 20 days per year. Administrator may accrue vacation to a maximum accumulation of 320 hours. Administrator shall not be required to use vacation leave except for a whole day's absence from performing Administrator's duties. The Administrator may, at Administrator's discretion, take ½ day increments of vacation leave for an absence from the performance of Administrator's duties. Effective the first day of employment the Administrator shall be credited with 10 days of accrued vacation leave.

Upon leaving the City's employ, for whatever reason, the Administrator shall be entitled to payment for all accrued and unused vacation leave at the Administrator's then current rate of compensation.

Administrator shall also have the same paid holidays off from work as the City's supervisory employees.

Section 6. Sick Leave. Administrator shall accrue days of sick leave at the same rate as other supervisory employees. Effective the first day of employment the Administrator shall be credited with 80 hours of sick leave.

Upon leaving the City's employ, for whatever reason, the Administrator shall be entitled to payment for any unused sick leave at the same rate as other supervisory employees.

Section 7. Compensation.

A. Salary. The Administrator's salary shall be \$103,800 per year, effective the first day of employment. Such salary shall be paid at the intervals customarily used for other City employees. Such salary shall be reviewed and adjusted annually on the anniversary date of the effective date of this Agreement, at the discretion of the City. Such salary shall also be adjusted annually on January 1st by a Cost of Living Adjustment as determined by the Council for all Supervisory Employees.

B. Professional Membership Dues and Professional Subscriptions. The City will pay the cost of membership in the International City/County Management Association, the Minnesota City/County Management Association, and like organizations and subscriptions to professional journals and publications.

C. Participation in Professional Training/Development. The City will pay the cost of the Administrator's participation and attendance at the ICMA Annual Conference or similar national training opportunity, MCMA Annual Conference, League of Minnesota Cities Annual Conference and miscellaneous professional training programs offered within the State of Minnesota.

D. Additional Compensation. The City shall pay the Administrator \$250 per month to be used as a car allowance. The Administrator shall continue to submit mileage reports and be reimbursed for his actual mileage per IRS rates. If the actual mileage reimbursed does not equal \$250 for the current month the Administrator shall be paid the difference and this amount shall be taxed as required by law.

Section 8. Expenses Incurred in Performing Duties. The City shall reimburse or directly pay for actual expenses reasonably incurred by the Administrator that are directly related to performing Administrator's duties. The parties contemplate that the Administrator will incur expenses for cell phone, travel, attendance at meetings, etc.

Section 9. Retirement Benefits. The City shall pay the employer's portion of the Minnesota Public Employment Retirement Association contribution on Administrator's salary. The Administrator shall, in addition to the retirement benefits provided above, be allowed to participate, at Administrator's own expense, in IRS approved deferred compensation plans offered through the City.

Section 10. Contract, Severance. The Administrator will serve at the will of the City and will be subject to retention and/or dismissal at the direction of the City. In the event that Administrator is terminated during such time that Administrator is willing and able to perform the duties of City Administrator Employer agrees to pay Administrator at the time of receipt of his last pay check a lump sum cash payment equal to six (6) months aggregate salary and to continue to provide and pay for the benefits set forth in Section 4 for a period of six months following termination. However, should Administrator be convicted of a felony, or commit misfeasance, malfeasance or nonfeasance in office, provisions of this section will not apply.

If Employer at any time during the employment term reduces the salary or other financial benefits of Administrator in a greater percentage than across-the-board reduction for all supervisory employees, or if Employer refuses, following written notice, to comply with any other provisions of the Agreement benefiting Administrator or Administrator resigns following a formal suggestion by Employer that he resign, then Administrator may, at his option, be deemed to be "terminated" on the effective date of Administrator's resignation and the Administrator shall also be entitled to receive the severance benefits set forth above.

If Administrator voluntarily resigns his position with Employer, Administrator agrees to give the Employer thirty (30) days advance notice. If Administrator voluntarily resigns his position with Employer, there shall be no severance benefits due to Administrator.

Section 11. Term. This Agreement shall commence on the XX day of January, 2014 and continue unless terminated by one or both of the parties as set forth in this Agreement.

Section 12. Indemnification. The City shall defend and indemnify the Administrator pursuant to Minnesota Statutes 466.07 and 465.76. The City shall also defend and hold harmless and indemnify the Administrator from all torts, civil damages, penalties and fines, provided the Administrator was acting in the performance of Administrator's duties.

Nothing in this paragraph shall be deemed to be a waiver by the City of any limitations on liability set forth in Minnesota Statutes, Chapter 466.

Section 13. Merger. This Agreement supersedes all prior oral or written communications between the parties.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the employment relationship between the City and the Administrator, replaces all prior agreements or understandings, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

Section 15. Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 16. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

THE CITY OF CANNON FALLS,
MINNESOTA

By _____
Lyman M. Robinson
Its Mayor

Ronald Johnson

Date: _____

Date: _____

By _____
Lanell Endres
Its Acting City Administrator

Date: _____

