



NOTICE OF CITY COUNCIL SPECIAL MEETING

Notice is hereby given that the City Council of the City of Cannon Falls will hold a Special Meeting on Thursday, February 6, 2014 at 6:00 p.m. in the City Council Chambers at City Hall, 918 River Road, to discuss the following agenda:

- A. Meet and Greet with the candidate for the new City Administrator (Ron Johnson)

A handwritten signature in cursive script that reads "Lanell Endres".

Lanell Endres
Interim City Administrator

Posted: January 30, 2014

TO: MAYOR AND CITY COUNCIL

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

SUBJECT: SPECIAL MEETING-CITY ADMINISTRATOR POSITION/OFFER

DATE: FEBRUARY 6, 2014

BACKGROUND

The City Council requested to have an opportunity to meet the candidate chosen for the new City Administrator. Mayor Robinson has called for a special City Council meeting to be held prior to the next meeting. The special meeting will be held at 6:00 p.m. on February 6, 2014 and will be an informal meet and greet setting. Please keep in mind that even though the format will be informal there are still questions and comments that we cannot ask or make. I've attached a copy of the list provided to the interview panel for you to review.

As indicated at the last meeting, the contract offered to Ron Johnson matches his current salary and falls within the 2014 budget. Also, a background investigation was completed and came back clear. This item will be on the regular meeting's agenda for discussion.

COMMITTEE RECOMMENDATION

The Personnel Committee is recommending the Council approve the employment contract with Ron Johnson for the City Administrator position.

REQUESTED COUNCIL ACTION

The Personnel Committee hereby requests a motion to approve the employment contract as stated.

Attachments:
Original Letter of Intent
Resume'
Employment Contract

December 29, 2013

City Administrator Search
City of Cannon Falls
918 River Road
Cannon Falls, MN 55009

Honorable Mayor Robinson and Members of the Cannon Falls City Council:

Please accept this letter of interest and resume for the position of City Administrator for the City of Cannon Falls. The position offers me an exciting new opportunity in public administration in a growing community, while I offer the management background and experience you are seeking.

My local government management experience includes 9 years as City Administrator for the City of Lake City, MN, 15 ½ years as Administrator-Clerk-Treasurer for the City of Zumbrota, MN and 4 years as City Clerk for the City of Ada, MN.

My background includes experience in the areas of comprehensive/strategic plan development, capital improvements planning, personnel administration, union negotiations, budget development, new municipal building projects including a marina administration building, library, fire station, police station/city hall, and public works maintenance facility, water, storm water and wastewater planning, parks and trails development, infrastructure development including special assessment projects, highway corridor planning, and economic development (including creation of several Tax Increment Financing Districts).

My 25 year association and familiarity with Goodhue County and MN Department of Transportation District 6, that included Highway 52 planning and development while in Zumbrota, would allow me to hit the ground running during this change of administration in Cannon Falls.

I work well with residents, the business community, employees and Council. My ambition and open-mindedness while maintaining a sense of humor provide the basis to the success I've had in the field of public administration. I am passionate in leading a team that provides high quality municipal services.

Thank you for your time and consideration. I look forward to further discussion of my qualifications for City Administrator for the City of Cannon Falls.

Sincerely,

Ronald S. Johnson

Ronald (Ron) S. Johnson

Overview:

I have over 28 years of professional municipal management experience in three Minnesota cities that provide a multitude of excellent local government services.

Professional Experience:

City Administrator

City of Lake City

205 West Center Street

Lake City, MN 55041

January, 2005 to Present

Chief appointed official responsible for the proper administration of all affairs of this Mississippi River community located on beautiful Lake Pepin. Responsible for planning, organizing, directing and coordinating the various activities of the City of Lake City.

- Supervise Public Works Director, Finance Director, City Clerk, Police Chief, Fire Chief, Ambulance Director, Emergency Management Director, Director of Planning and Community Development, Library Administrator and Marina Administrator
- Oversee budget process for City's \$21.7 million budget (\$4.65 million General Fund)
- Introduced and coordinated a strategic planning project
- Introduced and coordinated development of a 5-year Street Improvement Plan
- Introduced and coordinated development of a Capital Improvement Plan
- Worked with consultant to facilitate city's Comprehensive Plan Update
- Coordinated construction of a new \$2.5 million Marina Administration Building
- Recommended and coordinated the city's purchase of 102 acres in the Jewel Golf Course (a Hale Irwin project) & Residences auction in September, 2006; Applied for and received a Technical Assistance Grant from Greater MN Housing Fund for land use planning of site
- Negotiate collective bargaining agreements with three unions
- Negotiated, with Police Chief, a COLA decrease of 2% in LELS contract for 2010; and negotiated with Public Works Director, a COLA decrease of 2% in IBEW and IUOE contracts for 2010
- Applied for, and received, \$120,000 of grant funds from MN Pollution Control Agency for completion of a proactive storm water and shoreland management program
- Facilitated development of a position description and compensation study, followed by development of an updated employee performance review system
- Serve as city representative, along with Director of Planning & Community Development, at quarterly meetings with Lake City Schools, Chamber of Commerce and Economic Development Authority

Administrator-Clerk-Treasurer

City of Zumbrota
175 West Avenue
Zumbrota, MN 55992

June, 1989 to January, 2005

Chief appointed official responsible for the proper administration of all affairs of this rapidly growing municipality (20.6% increase in population from 1990 to 2000). Responsible for planning, organizing, directing and coordinating the various activities of the City of Zumbrota.

- Supervisor of Community Development Director/Zoning Administrator, Public Works Director, Police Chief, Swimming Pool Manager
- Budget Director for City's \$3.85 million budget (\$1.6 million General Fund including Parks & Pool, \$2.25 million Enterprise and Bond Funds)
- Coordinated construction of new library, new police station/city hall building, new public works maintenance facility, new fire station and downtown decorative street light/sidewalk project
- Project Team Member for the TH52 Zumbrota Sub-Area Land Use/Transportation Study
- Executive Director, Zumbrota Economic Development Authority
- Coordinated City Code of Ordinances Update Project in 2004
- Coordinated update of city's Zoning and Subdivision Ordinance in 2001
- Coordinated city's Strategic Plan Update in 2001
- Coordinated Zumbrota's growth from a taxable market value in 1989 of \$53 million, to an estimated taxable market value in 2004 of \$178 million
- Coordinated several successful annexations totaling approximately 550 acres
- Assisted with the creation of 15 Tax Increment Finance Districts (Housing, Redevelopment, and Economic Development)
- Coordinated new infrastructure projects (residential subdivisions, industrial park extension, water looping, new water storage tank, new water booster station) totaling 4 miles of water mains and 3.5 miles of sanitary sewer mains
- Coordinated \$1.3 million wastewater treatment facility rehabilitation project
- Coordinated Comprehensive Plan Update Project in 1993
- Successfully lobbied to have the City of Zumbrota become a League of MN Cities test (beta) city for the GovOffice web site program
- Applied for and received a State of MN Outdoor Recreation Grant for park development including new softball fields and trail construction
- Applied for and received ISTEPA (federal) funds (80% grant) for a project that relocated Zumbrota's historic Covered Bridge (1869) over the Zumbro River and constructed approximately 3 miles of walking/biking trails

City Clerk

City of Ada
Ada, MN

May, 1985 to June, 1989

(Hired in May, 1985 as City Accountant; appointed Acting City Clerk in July, 1985 and appointed as City Clerk in October, 1985)

Chief appointed official for this county seat of Norman County.

- Budget director for city's \$1.1 million budget
- Coordinated activities of the street, electric, water, sewer, liquor and police departments

- Assisted with the city's economic development activities operating as project director and financial officer for 3 State of MN Small Cities projects (including a housing rehabilitation project) and an industrial park construction project
- Advised City Council negotiating team in labor negotiations with AFSCME employees

Organizations/Memberships/Activities:

International City/County Managers Association- Credentialed Manager
MN City/County Managers Association
League of MN Cities- Board of Directors (June 2008 to June 2010)
League of MN Cities- Improving Local Economies Policy Committee
Southeastern MN League of Municipalities- Past President and Current Board Member
Certified Municipal Clerk

Education:

Bachelor of Science Degree: Finance- Major; Management- Minor
Moorhead State University (MN State, Moorhead)
Moorhead, MN

References:

Available upon request

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: _____

Samples of questions we cannot ask:

- How old are you?
- When did you graduate from high school or college?
- Where were you born?
- Are you a U.S. citizen?
- How much longer do you plan to work before you retire?
- Are you married?
- Is this your maiden name?
- Do you have children?
- Are you pregnant or do you plan on becoming pregnant?
- If you get pregnant, will you continue to work or come back after maternity leave?
- Can you get a babysitter on short notice?
- Who is your closest relative to contact in an emergency?
- We've always had a man/woman in this position-how will you fit in (or how will you compare to them)?
- How many sick days did you use last year?
- Are you disabled?
- Do you have any disabilities or chronic illnesses?
- How tall are you?
- How much do you weigh?
- Do you smoke or use alcohol?
- Have you had any recent or past surgeries or illnesses?
- What religion do you practice?
- What religious holidays do you observe?
- Do you belong to a club or social organizations?
- Are you a member of the National Guard or Reserves?
- Were you honorably discharged from the military?
- Do you live nearby?
- Would you re-locate/move to Cannon Falls?
- How far would your commute be?
- Have you ever been arrested?

This is a sample only and there could be other questions that we are not allowed to ask. If you are unsure, you are probably better off not asking it or think of a way to re-phrase it so you aren't breaking any laws. Be direct in questioning when possible. (Example: Instead of "How long do you plan to work before you retire?" ask "What are your long-term goals?").