

TO: Honorable Mayor and City Council

FROM: City Administrator Ron Johnson

SUBJECT: Approve Agreement with Goodhue County for Planning and Zoning Assistant

DATE: December 15, 2016

BACKGROUND

Included in the 2017 budget was a half-time planning department employee to allow Director of Economic Development and Planning to focus primarily on economic development activities. The employee would work with Planning Commission items, zoning ordinance update, comprehensive plan update and other miscellaneous planning activities in a collaboration with Goodhue County and their Land Use Department.

The employee would be considered an employee of Goodhue County but the employee would conduct work for the city one-half of the time. The city would reimburse the county for one-half of the employee's salary and benefits, plus make annual payment to the county of \$5,000 to assist in operational costs including such items as travel and training, computer hardware and software, and office related expenses.

Goodhue County and city staff will jointly conduct the recruitment and selection process for the employee with an anticipated start date of April 1, 2017

REQUESTED COUNCIL ACTION

Approve a motion approving the agreement with Goodhue County relating to the provision of planning and zoning services by the county through the purchase of one half of a county staff member's time to work on city planning and zoning activities.

Attachment(s): Agreement; Position description

AGREEMENT BETWEEN GOODHUE COUNTY AND THE CITY OF CANNON FALLS FOR Zoning SERVICES

WHEREAS, the City of Cannon Falls (hereinafter "The City") is in need of the services of a Planning and Zoning Assistant (hereinafter "ZONING") employee and Goodhue County (hereinafter "Goodhue") is willing to provide these services to meet this need. This agreement is intended to memorialize the terms on which the ZONING staff time will be shared and the associated costs will be assessed;

NOW THEREFORE, the parties agree as follows:

1. Agreement Between the Parties.

a.) Goodhue will provide ZONING services to The City in the following manner:

1. Goodhue shall hire and maintain a staff position for the purpose of this agreement. The employee shall for all purposes be considered a Goodhue County employee, shall be governed by Goodhue County's Personnel Policy, and shall earn vacation and sick leave as per Goodhue County's Personnel Policy. The salary and benefits (federal or state taxes, federal Social Security, unemployment insurance, worker's compensation, health insurance, and Public Employees' Retirement Association contributions incurred on behalf of the employee) shall be provided by Goodhue with The City reimbursing Goodhue for the cost of services provided to The City as outlined in *Appendix A* attached hereto; Goodhue shall consult with The City in the employee hiring.
2. The City agrees to purchase one half of a staff employee's time to work on The City's ZONING projects, including but not limited to:
 - Planning and zoning duties as listed in Goodhue County's *Planning and Zoning Assistant/Permit Assistant* job description.

b.) Goodhue agrees to provide office space, supplies, and training for the staff as it pertains to the Permit Assistant duties the staff will be performing for Goodhue;

c.) The City shall use the ZONING employee for ZONING purposes and for any related duties for which they may be qualified. The City may not use the ZONING employee to perform any other services without the express written consent of Goodhue. While the ZONING employee(s) is providing services for The City, The City shall take all reasonable and appropriate steps to protect their health and safety. The City shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by the ZONING employee;

d.) The City may provide office space and equipment for the ZONING employee at their site;

f.) The City agrees to pay one half of any future unemployment costs deemed payable by Goodhue as a result of the ZONING employee(s) employment under this agreement;

g.) The City shall designate a representative as the point of contact for project coordination and provide the name and contact information to the ZONING staff. This representative will be responsible for coordinating the City planning and zoning assignments with the ZONING staff.

h.) Both Goodhue and The City supervisors will coordinate the time and tasks of the staff, allowing flexibility for time sensitive projects, but overall, striving for one-half time on The City planning and zoning projects and one-half time on Goodhue permit assistant projects per year.

i.) The employee will be expected to report to their regular business location (Goodhue or The City offices) without the use of Goodhue or The City transportation or mileage reimbursement.

2. Reimbursement of Other Expenses.

a.) The City shall reimburse Goodhue as per *Appendix A*.

3. Data Release and Retention.

a) *Private or Confidential Data.* During the term of this agreement, no private or confidential data shall be revealed, except as authorized by the City consistent with the requirements of the Minnesota Government Data Practices Act. Both Goodhue and The City shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by County and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5. Such records are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract;

b) *Public access to data.* Goodhue will coordinate with The City on public access and requests for data that have been copied, obtained, created, or collected in the course of fulfilling this contract.

4. Indemnification and Assistance in Litigation.

a.) The City shall assume any and all liability for the activities of the ZONING employee(s) while said employee(s) is performing services on behalf of The City under this agreement. Goodhue shall assume any and all liability for the activities of the ZONING employee(s) in all other circumstances. The parties hereto shall save and hold harmless the other party and its officers, agents, employees, and members, from all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

b.) The ZONING employee shall upon reasonable notice, furnish information and proper assistance to Goodhue and The City as they may reasonably require with any litigation in which it is, or may become, a party either during or after employment.

c.) Nothing herein shall be construed as a waiver of any immunities or municipal tort liability limits contained in Minnesota Statutes Chapter 466 or other applicable law.

5. Liability and Property Damage Insurance.

a.) In order to ensure that each party will be able to provide indemnification as required by the above provision, each party will maintain general liability and automobile liability with coverage limits not less than those prescribed under Minn. Stat. 466.04; and Workers' Compensation Insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

b.) The policy cannot be canceled without 30 days written notice to Goodhue and The City shall supply Goodhue with a certificate of insurance yearly listing the coverage and other requirement set out above.

6. Grievances. Any grievance by the ZONING employee that arises out of this agreement, or the breach of it, shall be handled in accordance with the terms of Goodhue's Personnel Policy Manual.

7. Termination of Agreement. Either party may terminate this Agreement, with or without cause, by June 1 for the following fiscal year (January through December) by written notice to the other party.

8. Force Majeure. Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

9. Limited Effect of Waiver by Goodhue. Should either party hereto waive breach of this agreement by the other party, that waiver will not operate or be construed to waive a further breach by the breaching party.

10. Severability. If, for any reason, any provision of this agreement is found to be invalid or unenforceable, all other provisions of this agreement shall remain in effect.

11. Oral Modifications Not Binding. This instrument is the entire agreement between The City and Goodhue. Oral changes have no effect. It may be altered only by written agreement of the parties. This is not intended to pertain to operational decisions necessary to perform the work.

12. Assignment. Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.

13. Agreement Expiration. This agreement will remain in full effect from April 1, 2017 through January 1, 2020, unless sooner terminated under item 7 hereof.

Approved at the Goodhue County Board

Meeting this ____ day of _____, 2016

GOODHUE COUNTY

Chair

Dan Rechzigel

Attest: Administrator

Scott O. Arneson

Approved at the Cannon Falls City Council

Meeting this ____ day of _____, 2016

CITY OF CANNON FALLS

Mayor

Lyman Robinson

Attest: Administrator

Ron Johnson

Approved as to form and execution:

Goodhue County Attorney

Appendix A

1. **Personnel Costs.** The City agrees to pay one half the annual personnel costs consisting of the employee's salary and benefits.
2. **Operational Costs:** The City agrees to pay \$5,000 annually with a 1.0% annual increase, to assist in the operational costs of the department budget which includes items including but not limited to training, computer hardware and software, office supplies.
3. **Payment schedule:** Goodhue will invoice The City for payment of Items 1 and 2 in two installments on June 1 and November 1 of each year.

GOODHUE COUNTY POSITION DESCRIPTION

| | | |
|-----------------|---|-----------------------------|
| Position Title: | Planning and Zoning Assistant/Permit Assistant | Date: 2016 |
| Department: | Land Use Management | Location: Government Center |
| Work Hours: | 8:00 a.m. to 4:30 p.m. | Phone Number: 651.385.3114 |
| Supervisor(s): | Permit Supervisor/LUM Director/City of Cannon Falls Administrator | |

PRIMARY OBJECTIVES OF POSITION

This position is a shared position between the City of Cannon Falls and Goodhue County. The City of Cannon Falls duties primarily entail Planning and Zoning activities, the primary duties for Goodhue County is to assist in the Building Code department in all aspects of the building permit processing.

JOB TASK AREAS OF RESPONSIBILITY

| % Time | Tasks |
|--------|--|
| 50% | Goodhue County Permit Assistant: <ul style="list-style-type: none">• This position is the main contact with the public and contractors in the building code process.• The initial intake of building permits.• Determines if construction plans and building permit submittals are complete; notifies submitter of additional requirements.• Interprets plans to calculate building permit fees.• Reviews projects to communicate inspection information to applicants and to contractors.• Schedules inspections based upon project review and additional follow-up requirements.• Utilizes GIS to ascertain permit locations, best routes for most efficient inspection routing, and researching unique terrain issues.• Prepares the County's monthly State Surcharge Reports and payments.• Reviews permit activity reports and payments between County records and partner Cities.• Prepares quarterly State Surcharge Reports and payments for each of the incorporated cities for which the County does Code administration.• Prepares correspondence to applicants and contractors concerning their projects.• Creates forms, publications, and public outreach information. |
| 50% | City of Cannon Falls Planning and Zoning Assistant <ul style="list-style-type: none">• Reviews all zoning permit applications and site plans for compliance with City Zoning and Subdivision Ordinances.• Prepares and processes amendments to the Zoning Ordinance, Subdivision Ordinance, and Comprehensive Plan, and works with consultants as needed.• Determine correct zoning designation. Determine if property and/or |

| | |
|--|---|
| | <p>land use requires a conditional use permit, variance or appeal.</p> <ul style="list-style-type: none"> • Reviews property splits, combinations, and plats for compliance with the City Zoning and Subdivision regulations. • Reviews, approves, and signs zoning and land use permits. • Utilizes the City/County’s GIS software to analyze, create, and maintain land use datasets, along with map creation for meetings • Prepares public hearing notices and mail notifications to citizens and agencies. • Prepares all Planning and Zoning related agendas and packets for the Planning Commission and the City Council. • Staffs the Planning Commission meetings, and attends City Council meetings when necessary. • Assists with preparing the minutes for the Planning Commission meetings. • Prepares Planning Commission's decisions and packets to be forwarded to the City Council for final decision. • Prepares and submits planning documents for recording at the County. |
|--|---|

The essential functions of this position are listed above but other duties may be assigned. Additionally, regular attendance at work is also required in order to carry out the duties listed above.

BUDGET RESPONSIBILITIES

This position has no direct responsibility in the annual department budget, but provides input and recommendations to the City of Cannon Falls Administrator and to the Land Use Management Director.

RESPONSIBILITY FOR RELATIONSHIPS

Internal (Goodhue County)

- Daily contact with the Permit Supervisor and Building Inspectors relative to scheduling, permitting, inspections, and Code issues.
- Daily contact with the Land Use Management Director and other department personnel regarding departmental matters.
- Frequent contact with County Zoning staff.
- Frequent Contact with other County Departments, including: County Assessor’s Office regarding property valuations, improvements, ownership, and other matters; Auditor-Treasurer’s Office regarding vouchers, bill payments, and deposits; Environmental Health Department regarding on-site septic systems and permitting projects; GIS regarding mapping; Public Works Department regarding driveway access and other matters.

Internal (City of Cannon Falls)

- Regular contact with the City Administrator and Assistant City Administrator for direction.
- Regular contact with Planning Commission.

External (Goodhue County and City of Cannon Falls)

- Daily contact with homeowners, contractors, sub-contractors, design professionals, and others requesting Code information, department information, and assistance by telephone, in person, and in writing.
- Daily contact with builders, contractors, and permit applicants for assistance and clarification of Code requirements and with application procedures.
- Frequent contact with city and township officials relative to building codes, building permitting, submittals, inspections, reporting, and similar matters.

- Contact with state and local agencies to discuss issues, interpretations, reports, policies, procedures, and other matters such as enforcement issues.
- Contact with other jurisdictions and other professionals in the industry for networking, uniformity concerns, and additional professional matters.
- Occasional contact with the media.

SUPERVISORY AUTHORITY

| Effectively Recommend | | Take Action | |
|------------------------------|--|-----------------------|--|
| Hire | | Hire | |
| Assign | | Assign | |
| Direct | | Direct | |
| Reward | | Reward | |
| Transfer | | Transfer | |
| Promote | | Promote | |
| Adjust Grievances | | Adjust Grievances | |
| Suspend (over 3 days) | | Suspend (over 3 days) | |
| Discharge | | Discharge | |
| Discipline-Oral | | Discipline-Oral | |
| Discipline-Written | | Discipline-Written | |
| Evaluate | | Evaluate | |
| Train | | Train | |
| Demote | | Demote | |

SUPERVISORY AUTHORITY

Positions: None

SUPERVISION PROVIDED

This position is under the direct supervision of the Permit Supervisor (County), and the City Administrator and Assistant City Administrator (City of Cannon Falls) and the general supervision of the Goodhue County Land Use Management Department Director.

Functions of this position are carried out with wide latitude to use personal judgment and discretion in taking action.

MINIMUM REQUIREMENTS

A four-year degree in planning, zoning, building technology, or related field ; OR a two-year degree in planning, zoning, building technology, or related field with two years related work experience.

KNOWLEDGE AND SKILL REQUIREMENTS

The following are the required knowledge and skills:

- Proficiency in the English language, proper grammatical usage; strong grammar, punctuation, and spelling skills.
- Ability to communicate articulately and effectively, often translating technical content into terms and formats understandable by the general public.
- Proficiency in producing effective written reports and professional correspondence to a variety of professionals, clients, and to the public.

- Proficiency in reading, understanding, analyzing, and applying technical writings, statutory and legal language, and Codes, ordinances, rules and regulations.
- Proficiency in understanding and applying mathematical concepts and in performing mathematical functions and calculations.
- Ability to read and understand construction plans.
- Ability to work effectively with co-workers and with the public in times of stress, under pressure, and in a fast-paced, busy setting.
- Ability to treat the public in an ethical manner, showing neither favoritism nor discriminatory treatment.
- Ability to carry out the duties of the job in a proficient and professional manner.
- Ability to understand and to follow complex oral and written instructions. Ability to handle multiple complex tasks simultaneously.
- Ability to prioritize, to organize work on multiple projects under pressure and with deadlines.
- Ability to examine submittals for completeness according to ordinances, rules, and statutes
- Working knowledge of current computer hardware and software.
- Ability to solve problems that are typically encountered in the public sector, particularly in areas of regulation and enforcement.
- Ability to work independently without supervision and to make sensible decisions within the scope of responsibility.
- Ability to work in a confidential manner.
- Ability to work in a team environment.
- Valid Driver's License.

PROBLEM SOLVING

Typical

- Analyzing and interpreting codes, regulations, and statutes.
- Evaluating permit applications and construction submittals for completeness and for compliance with codes, ordinances, rules, and statutes.
- Analyzing client, contractor, and homeowner situations and communicating relevant provisions of the codes, ordinances, rules, and statutes.
- Managing difficult situations with contractors, subcontractors, homeowners, and permit applicants when projects do not comply with requirements, or when submittals are not adequate.
- Determining readiness for project inspections when called for by contractors or permit holders.
- Coordinating the inspection schedules of field inspectors over a wide geographic area under severe time constraints.
- Executing job duties under the pressures of high volume, tight time constraints, and constant deadlines.
- Maximizing efficiency on short-term and long-term projects while completing routine responsibilities in a fast-paced environment with deadlines and strict time constraints.

Unusual

- Handling difficult clients or irate citizens with tact and patience.
- Mediating between permit applicants and contractors as it relates to administrative issues.
- Diffusing confrontational situations arising from regulation requirements or interpretations.

WORK ENVIRONMENT

The work of this position is typically performed in an indoor office setting at Goodhue County Buildings and the City of Cannon Falls City Hall. There is occasional travel to other locations for training programs, conferences, seminars, meetings, and so forth.

PHYSICAL REQUIREMENTS

While performing the duties of the position, the employee may be required to sit or to stand for extended periods. The employee must be able to change positions as required. The position requires extensive use of the hands for keyboarding, writing, locating filed items, manipulating objects, and operating office equipment. The position requires effective and fluent oral and written communication in English. Specific vision requirements include, but are not limited to, the ability to read written correspondences, records, and reference material, and the ability to work on a computer. The employee is occasionally required to lift and/or move objects up to thirty (30) pounds.

Goodhue County Working Conditions Questionnaire

Physical, Mental and Environmental Requirements

Part I: Physical Requirements

Section A

The physical mobility requirements of this job are to spend:

| | |
|---------|-----------------------------|
| 1 to 7 | hours a day sitting |
| 1 to 7 | hours a day standing |
| < 1 | hours a day walking |
| < 1 | hours a day kneeling |
| < 1 | hours a day stooping |
| < 1 | miles a day walked |
| 0 | feet climbed using a ladder |
| 0 | feet climbed on an incline |
| Minimal | feet climbed using stairs |

Section B

The physical effort requirements of this job are

| # of pounds lifted | |
|--------------------|--|
| < 20 | pounds lifted waist high |
| < 20 | pounds lifted shoulder high |
| < 20 | pounds lifted above the head |
| X | pounds are carried alone |
| n/a | pounds are carried with someone else |
| n/a | distance weight must be carried (feet) |
| n/a | pounds are pushed |
| n/a | pounds are pulled |
| n/a | pounds are held |

Section C

The physical dexterity requirements of this job are to operate:

| | |
|---|-------------------------------|
| X | a telephone |
| X | Computer/electronic equipment |
| | hand tools |
| | Electric tools |
| X | Manipulate small objects |

Part II: Sensory Abilities

The checked items listed below are sensory requirements needed for this job. Items are critical, useful, or not required.

| critical | useful | |
|----------|-------------|--------------------|
| X | | see |
| | Very Useful | distinguish colors |
| X | | hear or listen |
| | | taste |
| | | smell |
| | | touch |
| X | | speak |

Part III: Mental Effort

The mental efforts required on a daily basis are:

| | | | |
|---|---------------------------|---|----------------------------------|
| X | reading | X | Analyzing data |
| X | writing | X | Searching for solutions |
| X | basic arithmetic | X | Creating methodologies |
| X | mathematics | X | Conducting research |
| X | weighing and/or measuring | X | Managing resources |
| X | visualizing conclusions | | Evaluating performance of others |

Part IV: Work Environment

The elements of this job's work environment are (complete all that apply):

| | |
|----|--|
| 7 | hours a day spent working under time pressure |
| 7 | hours a day spent working rapidly |
| 95 | % of time spent indoors |
| | % of time spent outdoors |
| 5 | % of time spent in an automotive vehicle |
| 95 | % of time spent at a desk, bench or window |
| | % of time spent in an office or control room |

| | |
|---|--|
| X | The condition of the air is clean (controlled) |
| | The condition of the air is normal/average |
| | The condition of the air is dusty/dirty |
| | The condition of the air is wet/humid |
| | The condition of the air is affected by fumes, smoke etc. |

| | |
|---|---|
| | The noise level is normal |
| | The noise level is loud, requiring ear protection |
| X | The surface of the working environment is level |
| | The surface of the working environment is sloping |
| | The surface of the working environment is uneven |
| | The surface of the working environment is slippery |

Part V: Additional Comments