



**City of Inver Grove Heights
Hybrid In Person or Zoom Virtual Meeting**

City Council Special Meeting at 6 p.m.

Tuesday, December 22, 2020

A G E N D A

NOTICE TO RESIDENTS: Pursuant to the provisions of Minn. Stat. Sec. 13D.021, the Mayor has determined that this meeting will be held by telephone or other electronic means only. No members of the Council, the chief legal counsel, the City Administrator, or public will be present in the Council Chambers, located at 8150 Barbara Avenue, Inver Grove Heights, MN 55077, due to the existing health pandemic and state and local declarations of emergency. **Members of the public may monitor the meeting by** watching on TV Channel 19, listening on telephone 651-450-2471, or watching online on TownSquare.TV

A. Call to Order - Mayor Tourville

1. Consideration of Existing and Future Employment of City Administrator; potential action related to existing and future employment of City Administrator.

B. Adjourn

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEF
BRIDGET McCAULEY NASON
PETER G. MIKHAIL
SCOTT M. LUCAS
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM
CASSANDRA J. BAUTISTA
AMANDA J. JOHNSON

MEMO

TO: Honorable Mayor and Members of the Inver Grove Heights City Council
FROM: Kori Land, City Attorney's Office
DATE: December 18, 2020
RE: Consideration of Existing and Future Employment of City Administrator

The Mayor called a Special Meeting for December 22, 2020 to discuss the City Administrator's present and future employment. That is the sole subject on the agenda and is the only topic that may be discussed at this Special Meeting. This is a public meeting and while public comment is not part of the agenda, members of the public are able to attend the meeting in person or monitor the meeting by telephone. All of the information regarding how the public can participate at the meeting was properly noticed at least 3 days in advance.

The City approved an Employment Agreement ("Employment Agreement") with Joe Lynch ("Lynch") on September 11, 2006, which was amended on November 12, 2019 ("Amendment"). The Employment Agreement and Amendment will be collectively referred to as "Agreement."

The Agreement is for an indefinite term which contains various options as to how the Agreement may be terminated, as outlined below:

Voluntary Resignation:

If Lynch chooses to voluntarily resign, he must give two months' advanced written notice. Then, the following provisions apply:

- He is entitled to a lump sum cash payment for any accrued but unused vacation and personal leave (Section 2(C)), to be paid on the final termination date
- He is not entitled to severance pay (Section 3(E)).

Termination by the Council:

If the City Council chooses to terminate Lynch, there are a few scenarios under which this may occur, which are explained below. It is important to note that under all of these scenarios, Lynch is entitled to a public hearing in front of the City Council (Section 2(B)). Although not specifically

defined, “severance pay” refers to any payments *other than vacation and personal leave* made pursuant to Section 3(A) under the Agreement.

1. If the Council terminates and gives 2 months’ written notice, then:
 - a. He is entitled to a cash payment of 4 months’ aggregate salary; and
 - b. He is entitled to a lump sum cash payment for any accrued but unused vacation and personal leave, to be paid on the final termination date (Section 3(A) – first paragraph)
2. If the Council terminates but gives less than 2 months’ written notice, then:
 - a. He is entitled to a cash payment of 6 months’ aggregate salary; and
 - b. He is entitled to a lump sum cash payment for any accrued but unused vacation and personal leave, to be paid on the final termination date (Section 3(A) – second paragraph)
3. If the Council reduces his salary by more than an across-the-board reduction for all department heads, it shall be deemed a termination and then:
 - a. He is entitled to a cash payment of 6 months’ aggregate salary; and
 - b. He is entitled to a lump sum cash payment for any accrued but unused vacation and personal leave, to be paid on the final termination date (Section 3(A) – third paragraph)
4. If the Council terminates due to a violation of Section 1(C)¹ or Section 1(E)², then he shall not be entitled to any severance pay.

ACTION ITEM: Discuss existing and future employment of City Administrator and provide direction.

¹ Section 1(C) prevents the interference of outside employment activities with the job duties of City Administrator and prohibits outside employment situations that create conflicts of interest.

² Section 1(E) states that Lynch shall not engage in “activities, actions, public displays, or behaviors which are directly contrary to the established policies, goals, programs, and positions of the City Council.” It also includes a prohibition on conflicts of interest, prohibition on the disclosure of nonpublic data for personal or financial gain, and the prohibition of publicly offering opinions on official positions of the City unless they have been approved by the Council.

EMPLOYMENT AGREEMENT BETWEEN
CITY OF INVER GROVE HEIGHTS AND JOSEPH LYNCH

THIS AGREEMENT entered into this 11th day of September, 2006, by and between the City of Inver Grove Heights, Minnesota (hereinafter referred to as "City") and Joseph Lynch (hereinafter referred to as "Lynch").

WHEREAS, the City desires to employ the services of Lynch as City Administrator - Clerk of the City; and

WHEREAS, Lynch desires to accept employment in the position;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

- A. Beginning October 16, 2006, the City hereby agrees to employ Lynch as City Administrator - Clerk of the City. Beginning October 16, 2006, Lynch hereby agrees to perform the functions and duties of City Administrator - Clerk as specified in Minnesota State Statutes and as specified in the attached position description (Exhibit A), as may be amended from time to time by the City Council, and to perform such other legally permissible and proper functions and duties as the City Council from time to time shall assign.
- B. The City Council reserves the right, from time to time, to change, clarify and modify the functions and duties of the position of City Administrator - Clerk and to add or delete functions and duties with respect to this position. If the City Council by written resolution does make a change, clarification, modification, addition or deletion, then such alteration automatically shall become a part of and an amendment to the position description attached hereto, and Lynch shall perform the duties and functions of his position according to the amended position description.
- C. Lynch shall devote his full business time and best efforts to the City and will engage in no outside business without prior City Council approval. Unless the Council otherwise gives prior approval, Lynch shall not engage in any outside occupation, employment or business which could hinder the impartial, objective or efficient performance of his duties; Lynch shall not engage in non-City employment which could create a conflict of interest with his City employment, as determined by the City Council; Lynch shall not work for pay for private individuals or other governmental agencies

which would be required or expected to be performed in the regular course of Lynch's City employment as determined by the City Council. Violation of this Section 1 (C) may be considered grounds for termination under Section 3 (F).

- D. The City Council, in its sole discretion, may fix such other terms and conditions of employment for Lynch as from time to time it may determine are desirable, provided such terms and conditions are not inconsistent with or do not conflict with the provisions of this Agreement.
- E. Without the express consent of a majority of the City Council, Lynch, acting within the scope of employment, shall not engage in activities, actions, public displays, or behaviors which are directly contrary to the established policies, goals, programs, and positions of the City Council. Lynch shall not publicly offer opinions representing them to be the official position of the City on any matter that has not been approved by the City Council for release. Lynch shall not use or disclose any information or data not otherwise already in the public domain for personal or financial gain. Lynch shall disclose to the City Council any direct, indirect or perceived conflicts of interest that Lynch may have relative to matters appearing before the City Council or as transacted by the City in its routine operations. Violation of this Section 1 (E) may be considered as grounds for termination under Section 3 (F).
- F. Lynch understands that the position of City Administrator – Clerk requires attendance at evening meetings and occasionally weekend meetings. Lynch understands that the City will not grant him additional compensation and compensatory time for such additional expenditures of his time. Lynch is not entitled to overtime pay.

Section 2. Term.

- A. The indefinite term of this Agreement shall begin on October 16, 2006, and shall continue until terminated by either the City Council or Lynch through his resignation.
- B. Lynch's employment is for an indefinite term to be served at the pleasure of the City Council. The parties agree that the City Council, at any time, at its sole discretion, by a majority vote of the full Council, has the right, with or without adequate cause, to terminate this Agreement and the services of Lynch, subject only to payment under Section 3 hereof. Lynch shall be deemed an "at will" employee. Prior to such termination, the City Council shall afford Lynch the opportunity for a public hearing in front of the City Council. Lynch is deemed an exempt employee under the Federal Fair Labor Standards Act.

- C. The parties agree that Lynch has the right, at any time, to terminate this Agreement and voluntarily resign from the position of City Administrator - Clerk. If Lynch terminates this Agreement and resigns, he must give the City two (2) months of advance written notice of the resignation, including the last date of employment with the City and the reason for the resignation, unless otherwise agreed by the parties; and he shall be paid by a lump sum cash payment for any accrued but unused vacation and personal leave, on the effective date of his resignation.

Section 3. Termination by City and Severance Pay.

- A. Except as provided in Section 3 (B), (C), (D), (E) and (F), in the event this Agreement and the services of Lynch are terminated by the City Council and if the City Council gives Lynch at least two (2) months of advance written notice of termination, the City shall pay Lynch severance pay by a lump sum cash payment equal to four (4) months of aggregate base salary at the time of his termination. Under such conditions, the City also shall pay Lynch a lump sum cash payment for any accrued but unused vacation and personal leave.

Except as provided in Section 3 (B), (C), (D), (E) and (F), in the event this Agreement and the services of Lynch are terminated by the City Council but the City Council does not give Lynch at least two (2) months of advance written notice of termination, the City shall pay Lynch severance pay by a lump sum cash payment equal to six (6) months of aggregate base salary at the time of his termination. Under such conditions, the City also shall pay Lynch a lump sum cash payment for any accrued but unused vacation and personal leave.

In the event the City Council at any time during the term of this Agreement reduces the salary or other financial benefits of Lynch in a greater percentage than an applicable across-the-board reduction for all City department heads, or in the event the City refuses to comply with any provision benefiting Lynch hereunder, then in any such event and at Lynch's option he shall be deemed "terminated" as of the date thereof for the purposes of this Section and this Agreement. In such an instance, the City shall pay Lynch severance pay equal to six (6) months of aggregate base salary at the time of his termination, together with any accrued but unused vacation and personal leave.

B. In the event that the City Council terminates Lynch because of any of the following:

- theft or embezzlement of money or City funds by Lynch
- willful malfeasance by Lynch
- nonfeasance or misfeasance by Lynch
- repeated failure or refusal by Lynch to follow the City Council's direction or orders as memorialized in a written resolution
- willful neglect of duties
- conviction of Lynch of a felony

then Lynch shall not be entitled to any severance pay under Section 3 (A).

C. Provided Lynch is eligible for the disability insurance provided through the City, in the event that Lynch (i) is permanently disabled such that Lynch is unable to perform one or more of the essential duties of his position or (ii) is otherwise unable to perform the essential duties of his position because of sickness, accident, physical or mental health or injury for a period of four (4) weeks beyond any accrued personal leave or for three (3) total months out of any continuous four (4) month period, the City Council may terminate this Agreement and in such instance the City shall not be required to pay Lynch any severance pay under Section 3 (A).

D. In the event Lynch dies during the term of this Agreement, the City is not required to pay severance pay under Section 3 (A). In such an instance, the City shall pay any accrued but unused vacation and personal leave.

E. In the event Lynch resigns under Section 2 (C), the City is not required to pay severance pay under Section 3 (A). In such an instance, the City shall pay any accrued but unused vacation and personal leave.

F. In the event that the City Council terminates Lynch due to a violation of Section 1 (C) or Section 1 (E), Lynch shall not be entitled to any severance pay under Section 3 (A).

Section 4. Salary.

The annual salary for Lynch shall \$103,000 per calendar year. Such salary shall be paid in installments over 26 pay periods during a calendar year. Beginning January 1, 2008, the City Council may adjust the salary. Any further adjustments thereafter shall be made on the first of each calendar year or at such other times as may be determined at the sole discretion of the City Council. All such further adjustments shall be determined at the sole discretion of the entire City Council by majority vote thereof.

Section 5. Performance Evaluation.

The City Council shall review with Lynch and evaluate the performance of Lynch on a periodic basis, as frequently and at such times as are deemed advisable by the Council. Initially, the City Council shall review with Lynch and evaluate his performance in December 2006 and in July 2007 and in December 2007. Thereafter, regular performance evaluations shall occur at least twice each calendar year, during the months of June and December, in accord with specified criteria determined in advance by the City Council and communicated to Lynch following determination of the criteria.

Section 6. Dues and Subscriptions.

The City recognizes the desirability of and encourages Lynch's participation and membership in professional organizations and subscription to professional publications related to his position of City Administrator – Clerk. Payment by the City for such dues and subscriptions must be approved in advance by the City Council.

Section 7. Seminars and Conferences.

The City Council recognizes the desirability of and encourages Lynch's continued professional growth and development through attendance of seminars and conferences related to his employment as City Administrator – Clerk, including attendance at the annual national ICMA Conference. Payment by the City for Lynch's attendance at all conferences, meetings, seminars and other such occasions must be approved in advance by the City Council.

Section 8. Civic Club Membership.

The City recognizes the desirability of participation by Lynch in local civic and other community organizations. Payment by the City for Lynch's membership in such civic and community organizations must be approved in advance by the City Council.

Section 9. General Expenses.

The City recognizes that from time to time Lynch will, of necessity, spend personal funds to adequately fulfill the duties and functions of her/his position. In recognition thereof, the City agrees to reimburse Lynch for all such direct out-of-pocket expenses, in accord with guidelines established in advance by the City Council.

Section 10. Automobile Allowance.

The City recognizes that Lynch will make extensive use of his personal automobile to adequately fulfill the duties and functions of his position. In recognition thereof, the City agrees to pay Lynch an automobile allowance. Lynch, at his option, may elect to have the automobile allowance paid as additional non-base salary, in addition to his base salary.

The automobile allowance, effective contemporaneously with the execution of this Agreement, shall be calculated on the basis of \$4,000 per calendar year; this amount shall be paid in installments over 26 pay periods during the calendar year.

Section 11. Cell Telephone.

Lynch shall, at his own expense, maintain a cell telephone with internet capability. The City agrees to reimburse Lynch for the fees and costs associated with the cell telephone up to a not to exceed amount of \$1,000 per year. Lynch shall submit requests for reimbursement on a monthly basis.

Section 12. Vacation Leave.

The City hereby vests Lynch with five days (40 hours) of vacation leave, effective his initial day of employment with the City.

For purposes of vacation leave only, Lynch shall be considered to be beginning his ninth year of service with the City on his initial day of employment and he shall accrue vacation leave at a rate appropriate thereto; vacation leave accrues by pay period over the 26 pay periods in a calendar year. During his second year of employment with the City, Lynch shall accumulate vacation leave at a rate of an employee in his tenth year of service, and such accumulation shall progress in the same manner in succeeding years.

Section 13. Personal Leave.

The City hereby vests Lynch with five days (40 hours) of personal leave, effective his initial day of employment with the City.

For purposes of personal leave only, Lynch shall be considered to be beginning his ninth year of service with the City on his initial day of employment and he shall accrue personal leave at a rate appropriate thereto; personal leave accrues by pay period over the 26 pay periods in a calendar year. During his second year of employment with the City, Lynch shall accumulate personal leave at a rate of an employee in his tenth year of service, and such accumulation shall progress in the same manner in succeeding years.

Section 14. Retirement Benefits.

The City agrees to contribute to the State Public Employees' Retirement Association (PERA) the employer's portion of retirement benefits to which Lynch is entitled. Lynch agrees to pay his share. Under the current rates, Lynch will contribute 5.5% of his salary and the City will contribute 6.0% of Lynch's salary to the PERA fund.

The City further agrees to contribute 1.5% of Lynch's annual base salary to the International City Management Association Retirement Corporation (ICMA-RC) for the benefit of Lynch's retirement.

Section 15. Benefit Terms and Conditions.

To the extent not inconsistent with or in conflict with the provisions of this Agreement, all regulations, restrictions, rules and scope of benefits of the City relating to the benefits identified on the attached Exhibit B as they apply to other non-union employees and as they now exist or hereafter may be amended, also shall apply to Lynch; and Lynch shall be entitled to receive such benefits upon such terms and conditions. In those situations in which the City grants different benefit packages to different groups of employees, Lynch shall be entitled to receive the same benefits as are provided City department heads.

To the extent the governing provisions relating to such benefits require the consent, waiver or approval of the City Administrator as such benefits relate to other employees, Lynch must obtain the consent, waiver or approval of the City Council as such benefits apply to Lynch.

Section 16. Compliance With Policies and Regulations.

To the extent not inconsistent with or in conflict with the provisions of this Agreement, all obligations and responsibilities relating to the policies and regulations identified on the attached Exhibit C as they apply to other non-union employees and as they now exist or hereafter may be amended, also shall apply to Lynch; and Lynch shall comply with such regulations and policies.

To the extent the governing provisions relating to such policies and regulations require the consent, waiver or approval of the City Administrator as such policies and regulations relate to other employees, Lynch must obtain the consent, waiver or approval of the City Council as such policies and regulations apply to Lynch.

Section 17. Discipline.

For adequate cause and after affording Lynch an opportunity for a public hearing before the City Council, the City Council, by a majority vote of the entire Council, may impose any of the following forms of discipline upon Lynch:

1. verbal warning
2. written reprimand
3. suspension without pay.

Progressive discipline measures used shall be at the sole discretion of the City Council, contingent upon the determination of the act of severity as to the disciplinary action to be imposed.

The above forms of discipline shall be governed by the procedures set forth in City Code, § 300.81, subds. 3, 4 and 5, save and except that the City Council and only the City Council shall have the right to impose such forms of discipline upon Lynch. For purposes of this Section, the term "adequate cause" includes, but is not limited to, violation of this Agreement and the kinds of conduct itemized in City Code § 300.81, subd. 12.

Termination of this Agreement shall be governed by Sections 2 and 3 hereof.

Section 18. Indemnification.

The City shall defend and indemnify Lynch pursuant to Minn. Stat. § 466.07.

Section 19. Amendment and Review.

The parties may mutually amend this Agreement at any time, and all such amendments shall be in writing. In addition, the parties agree that in December of each year the City Council shall review with Lynch the provisions of this Agreement.

Section 20. General Provisions.

- A. Acknowledgement of Reasonableness. The parties agree that the provisions in this Agreement are fair and reasonable.
- B. Entire Agreement. The text herein shall constitute the entire agreement between the parties hereto and shall supersede all prior oral or written agreements.
- C. Binding Effect. This Agreement shall be binding upon the parties.
- D. Waiver. The waiver of any breach of term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach whether like or different in nature.
- E. Headings. The captions contained herein are not part of this Agreement. They are included only for the convenience of the parties and shall not affect the construction or interpretation of any of its provisions.
- F. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota. Any action arising out of this Agreement shall be venued in Dakota County, Minnesota.

- G. Effective Date. This Agreement shall become effective on October 16, 2006. The initial day of employment of Lynch with the City shall be when Lynch fully assumes his duties as City Administrator - Clerk, which date shall be no later than October 16, 2006. The salary and benefits for Lynch shall commence with his initial day of full employment.
- H. Severability. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.
- I. Nonassignability. This Agreement may not be assigned by any of the parties.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement, in duplicate, on the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: George Tourville
George Tourville
Its Mayor

Attest:

[Signature]
Deputy Clerk

JOSEPH LYNCH

[Signature]
Joseph Lynch

EXHIBIT A
ADMINISTRATION
CITY ADMINISTRATOR-CLERK
CITY OF INVER GROVE HEIGHTS

ADMINISTRATIVE ORGANIZATION DATA

Title: City Administrator

Department: Administrative Services

Reporting To: City Council

Guidance Provided/

Autonomy: The City Administrator is directly accountable to the City Council.

SCOPE

Number of Subordinates: Eight (8)

Number of Incumbents: One (1)

NATURE OF WORK

The City Administrator is the chief administrative officer of the City. To the extent allowed by law, and unless otherwise circumscribed by ordinance, resolution or Council directive, the Council delegates to the Administrator full authority to exercise ministerial and administrative powers consistent with the Administrator's duties and responsibilities. The Administrator shall have the necessary and incidental powers to perform fully the duties and responsibilities set forth below. The Administrator shall also be the City Clerk and perform the functions of Clerk for a Minnesota statutory city operating under Optional Plan A. The Administrator's duties and responsibilities set forth below are not all inclusive; the Administrator shall perform such other duties as may be prescribed by statute, ordinance, Council resolution or Council directive. The Administrator shall be directly responsible to the City Council.

FUNCTIONAL INFORMATION

Essential Functions:

1. Manages operations of all City departments.
 - a. Develops administrative policies and procedures for all departments.
 - b. Sets goals, strategies and objectives for the organization.
 - c. Develops, with assistance from department heads, operational plans for each department.
 - c. Establishes guidelines for evaluating effectiveness of operations.
 - d. Coordinates operational needs with other jurisdictions, when necessary.
 - e. Coordinates development of legislative (City Council) policy.
 - f. Directs and coordinates City Council meeting preparation, including research, reports and correspondence.
2. Prepares/proposes financial documents and systems for City, supervises financial activities.

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- a. Preparation and presentation of annual operating budget.
- b. Preparation of financial goals and objectives.
- c. Monitoring financial position and analyzing trends in order to take/recommend action.
- d. Authorize purchases/expenditures.
- e. Recommend financial system improvements to City Council.
3. Supervision of Employees.
 - a. Establishment of goals and objectives for department heads, Assistant City Administrator/Personnel Officer, and Deputy City Clerk.
 - b. Preparation of work plans, assignment of work, delegation of authority/responsibility.
 - c. Screening/interviewing of candidates for department heads, Assistant City Administrator/Personnel Officer, and Deputy City Clerk position.
 - d. Performance of disciplinary actions as necessary.
 - e. Conduct annual performance reviews of direct reports.
4. Supervision of personnel policies and programs for the City.
 - a. Administration of a compensation program for the organization.
 - b. Supervision of labor relations activities for the City.
 - c. Provide direction for organization-wide training activities.
5. Perform communication activities.
 - a. Resolution of citizen complaints/problems regarding City services.
 - b. Respond to media inquiries, preparation of press releases.
 - c. Delivery of presentations on behalf of the City at various official functions.
 - d. Testify at legal proceedings, or before legislative bodies.
 - e. Act as Responsible Authority for Data Practice Act issues, and provide for the release of public information.
6. Advise City Council regarding internal and external activities relevant to City operation or legislative policy.
 - a. Provide timely verbal and written communications to City Council regarding activities and developments which may affect operations.
 - b. Confer with experts to determine consequences of activities, developments, or regulations which affect City operations.
 - c. Attend relevant seminars, meetings, and activities necessary to stay current on issues affecting the City.
7. Coordinate/Direct Intergovernmental Relations activities.
 - a. Establishment and maintenance of liaison with other governmental jurisdictions in order to improve or maintain City programs/interests.
 - b. Maintains awareness of plans and developments in other jurisdictions or other levels of government in order to take or recommend action.

Non-Essential Functions:

None

ENVIRONMENT

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Primary: Office setting.

Secondary: Minimal exposure to weather extremes while performing on site direction.

WORKER REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Skills Involved:**
- Ability to write concise yet thorough reports.
 - Ability to research material for policy/procedure development.
 - Ability to plan, conduct and participate in meetings.
 - Ability to speak clearly and in a concise manner to groups.
 - Knowledge of the intent and purpose of City policies, procedures, contracts, and legal governance.
 - Ability to fix conclusively or authoritatively the course, character, functions and scope of City services.
 - Ability to manage, evaluate and guide the work of others with responsibility for ensuring that certain standards/goals of performance are met.
 - Ability to provide advise in which a course of action is suggested or urged and some recourse of follow-up is implied.
 - Ability to designate another to perform tasks or duties.
 - Ability to exercise creativity in introducing something new or in making changes.

**Schedules and
Other Conditions:**

Subject to a variety of schedules, which include a standard eight hour working day plus Council study sessions and regular Council meetings on a weekly basis. Additional meetings with staff, City commissions, regional organizations, and general public may fall outside of the normal eight hour work day.

Physical Demands:

The incumbent in this position must be able to see, hear, talk, use hands and fingers, and remain in a normal seated position as approximately 80% of the workday is seated. The City Administrator is subject to normal office requirements of lifting 10-25 pounds and sitting. The position requires the expression of ideas by talking and hearing.

Mental Abilities:

Must have a general learning ability, including the ability to understand meanings of words and ideas associated with them and use them effectively, the ability to perform arithmetic operations quickly and accurately, and the ability to perceive pertinent detail in verbal and tabular matter.

**Training Time
Estimate:**

Twelve months

Minimum Qualifications:

1. Bachelor's degree in public administration or related field.
2. Five (5) years experience in local government administration, including supervisory experience.

Desirable Qualifications:

1. Masters degree in public administration or related field.
2. Five (5) years experience as a City Administrator in a comparable organization.

Date Revised: September, 2004

EXHIBIT B
LIST OF BENEFITS

NO.	BENEFIT	THE PROVISIONS THAT CURRENTLY GOVERN THE IDENTIFIED BENEFITS ARE SET FORTH BELOW
1.	Compensatory Time	Lynch is an exempt employee. Lynch is not entitled to compensatory time. Lynch is not entitled to overtime pay.
2.	Vacation Leave	IGH City Code, § 300.33.
3.	Personal Leave	IGH City Code, § 300.35.
4.	Health Insurance	IGH City Code, § 300.69. Under the current policy, the City will contribute \$504.61 per month toward Lynch's health insurance premium. If the health insurance premium is more than \$504.61, Lynch must pay the difference. If the health insurance premium is less than \$504.61, the City does not pay the difference to Lynch; instead the City only pays up to the actual amount of the health insurance premium and in no event no more than \$504.61. At a minimum, Lynch must enroll under a single health care coverage. Lynch may choose to include dependents on a family plan. To the extent the family plan exceeds the City contribution of \$504.61, the additional cost of the family plan will be deducted from the City's contribution toward the flexible compensation or cafeteria insurance program as noted below. Any additional costs relating to the family plan above and beyond the City contribution of \$504.61 and above or beyond the \$310 per month from the flexible compensation or cafeteria compensation program shall be the responsibility of Lynch and shall be deducted on a pre-tax basis from his pay check.

5.	Health Care Savings Plan	Subject to the limitations and restrictions of the plan, Lynch shall be eligible at his own expense to participate in the Health Care Savings Plan offered by the City.
6.	Flexible Compensation or Cafeteria Program	Under the current policy, the City will contribute \$310 per month toward a flexible compensation program which may be used to pay for health, dental or life insurance premiums. If the amount is not designated by Lynch for eligible pretax uses, the amount not so designated shall be paid to Lynch as additional nonbase compensation subject to taxation.
7.	Disability Insurance	IGH City Code § 300.69. Under the current policy, a full-time employee is eligible for City paid long term disability insurance after six months of employment. This insurance provides disability income for long qualifying long-term absences. This long-term disability protection becomes effective after three months of absence from work due to disability and is equal to two thirds of the full-time employees regular base salary at the time of disability.
8.	Life Insurance	Under current policy, a full-time employee is provided a term life, accidental death and dismemberment insurance policy by the City at the expense of the City in an amount equal to one times the annual base salary. This insurance program also provides an option for the employee to purchase additional term life insurance for the employee and the employee's dependents at group rates. Coverage of the basic insurance becomes effective on the first day of the month following 30 days of employment.
9.	Dental Insurance	Under current policy, a full-time employee is eligible for a dental insurance plan. The City does not make any monetary contribution toward this dental insurance plan.

10.	Flexible Spending Accounts	Under current policy, a full-time employee is eligible to participate in the City's pretax flexible spending accounts. With respect to these accounts, the employee allocates money from the employee's salary up to certain limitations to be placed in the accounts for use for eligible reasons on a pretax basis. Currently two accounts are provided: a medical expense account and a dependent care account. There are specific rules and regulations governing use and eligibility.
11.	Deferred Compensation	Under current policy, a full-time employee has the option of participating in the ICMA Retirement Corporation Deferred Compensation program.
12.	PERA	The City agrees to contribute to the State Public Employees' Retirement Association (PERA) the employer's portion of retirement benefits to which Lynch is entitled. Lynch agrees to pay his share. Under the current rates, Lynch will contribute 5.5% of his salary and the City will contribute 6.0% of Lynch's salary to the PERA fund.
13.	Credit Union	Under current policy, a full-time employee and the employee's family are eligible to join the Postal Workers Credit Union.
14.	Direct Deposit	Under current policy, employees are required to have their payroll checks directly deposited into the financial institution of their choice, as long as it is an automatic clearinghouse.
15.	Funeral Leave	IGH City Code, § 300.47.
16.	Accrual of Vacation and Personal Leave While Using Vacation and Personal Leave	IGH City Code, § 300.49.

17.	Leave For Military Service	IGH City Code, § 300.51.
18.	Voting Leave	IGH City Code, § 300.53.
19.	School Conference and Activities Leave	IGH City Code, § 300.55.
20.	Parental Leave	IGH City Code, § 300.57.
21.	Family and Medical Leave Act	IGH City Code, § 300.58.
22.	Sick Child Care Leave	IGH City Code, § 300.59.
23.	Jury Duty	IGH City Code, § 300.65.
24.	Rest Periods	IGH City Code, § 300.67.
25.	Holidays	IGH City Code, § 300.68.

EXHIBIT C
LIST OF POLICIES AND REGULATIONS

NO.	POLICIES AND REGULATIONS	THE PROVISIONS THAT CURRENTLY GOVERN THE IDENTIFIED POLICIES AND REGULATIONS ARE SET FORTH BELOW
1.	Employee Safety	IGH City Code, § 300.43.
2.	Injured On Duty	IGH City Code, § 300.45.
3.	Political Activity	IGH City Code, § 300.85.
4.	Respectful Workplace Policy	IGH City Code, § 300.83.
5.	Retirement	IGH City Code, § 300.87.
6.	Payment Upon Termination of Service	IGH City Code, § 300.89.
7.	Data Practices	IGH City Code, § 300.91.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 28, 2019
Item Type: Consent Agenda
Contact:
Prepared by: Mayor George Tourville
Reviewed by:

Fiscal/FTE Impact:

- | | |
|--------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☐ | Other |

PURPOSE/ACTION REQUESTED:

Council is asked to approval the salary adjustment for the City Administrator and the amendments to the contract between the City and the City Administrator. The contract, with the amendments, is attached.

Summary:

As a part of the Performance Review process with the City Administrator, Council directed that the current services contract between the City and the City Administrator be amended. The direction was to meet on a quarterly basis with the Administrator to review the progress on any goals, objectives or strategic plans, get updates and discuss and decide if any changes need to be made at that time. The current contract specifies that the Council determines how often they would like to perform an evaluation with the City Administrator, but at a minimum established that they would meet twice per year for that purpose. What has been practiced is an annual review that has been done in the year following the time period for evaluation. The Council's intent is to get the performance reviewed in the time period in question, with the sitting Council members, once per year. That is reflected in the amendment. Council indicated that they wanted to consider both the changes to the contract at the same time as the consideration of any compensation change.

The City Council reviewed the Performance of the City Administrator at their Closed Executive Session on October 14, 2019. The result of that review is the City Council finds the performance of the City Administrator falls within the meeting expectations range. The City has adjusted the wages for the union and non-union employees for 2019 by 2.75%. The City Administrator has received the same consideration of compensation or benefit adjustments given to all other employees. It is my recommendation that the City Administrator receive the same COLA to his salary, retroactive to January 1, 2019.

AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN CITY OF INVER GROVE HEIGHTS AND JOSEPH LYNCH

This Amendment to Employment Agreement between City of Inver Grove Heights and Joseph Lynch (“Amendment”) is made, entered into and effective this 12th date of November, 2019 by and between the City of Inver Grove Heights, a Minnesota municipal corporation (“City”) and Joseph Lynch, an individual (“Lynch”). Based on the recitals, covenants and agreements hereafter contained the City and Lynch do hereby agree as follows:

WHEREAS, the City and Lynch entered into an Employment Agreement dated September 11, 2006 (“Employment Agreement”);

WHEREAS, Lynch and the City desire to amend Section 5 of the Employment Agreement;

NOW THEREFORE, the City and Lynch hereby agree:

Section 1. Amendment. Section 5 of the Employment Agreement is hereby amended to read as follows:

~~Section 5. Performance Evaluation.~~

~~—The City Council shall review with Lynch and evaluate the performance of Lynch on a periodic basis, as frequently and at such times as are deemed advisable by the Council. Initially, the City Council shall review with Lynch and evaluate his performance in December 2006 and in July 2007 and in December 2007. Thereafter, regular performance evaluations shall occur at least twice each calendar year, during the months of June and December, in accord with specified criteria determined in advance by the City Council and communicated to Lynch following determination of the criteria.~~

Section 5. Performance Evaluation.

The City Council shall review with Lynch and evaluate the performance of Lynch on a periodic basis, as frequently and at such times as are deemed advisable by the Council. Such evaluations and reviews may be in addition to the scheduled evaluations and reviews set forth below.

On an annual basis, the City Council, using the City’s approved form, shall review with Lynch and evaluate his performance for the calendar year just coming to an end. The annual evaluation shall be completed no later than the first regular Council meeting in December. The annual evaluation shall be a formal and comprehensive review of Lynch’s performance with respect to specific criteria and performance measurements determined in advance by the City and communicated to Lynch following determination of the criteria and measurements.

With respect to the first, second and third quarters of each calendar year, the City Council shall conduct an update of Lynch’s progress by focusing on a discussion and review that gauges the progress of Lynch over the just ended quarter in addressing goals, objectives, implementation

of action plans and strategic plans, budget analysis and budget controls. These three quarterly updates are in addition to the annual evaluation. The quarterly updates shall be completed by the City Council within one month after the respective quarter has ended.

Section 2. Other Terms and Conditions. The other terms and conditions of the Employment Agreement as previously amended remain in full force and effect.

Section 3. Effective Date. This Amendment shall be effective November 12, 2019.

IN WITNESS WHEREOF, Lynch and the City have executed this Amendment, effective as of the date first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

Attest:

Deputy Clerk

JOSEPH LYNCH

Joseph Lynch