

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
TUESDAY, DECEMBER 29, 2020 - 8150 BARBARA AVENUE**

****Hybrid In-Person or Zoom Virtual Meeting****

A. Call to Order and Roll Call:

The City Council of Inver Grove Heights met in a Special Session on Tuesday, December 29, 2020, in the City Council Chambers. The Pledge of Allegiance was recited. Mayor Tourville called the meeting to order at 6:00 p.m.

Present In-Person were: Council Members Piekarski Krech and Dietrich; City Clerk Rebecca Kiernan, Attorney Korine Land, LeVander, Gillen, & Miller Law Firm.

Present Via Phone or Zoom: Council Members Bartholomew and Perry; City Administrator Joe Lynch.

1. Consideration of a Transition and Separation Agreement with City Administrator

Attorney Korine Land, Shareholder with LeVander, Gillen, & Miller Law Firm, stated the Special Meeting is for consideration of entering into a Transition and Separation Agreement with the City Administrator. Under the Law, Special Meeting Agenda's cannot be altered. While it is a public meeting, it is not required public testimony be taken. It is not a Public Hearing. This is for Council consideration on its own.

She stated at the meeting on December 22nd, the Council, by Motion, authorized the Law Firm to negotiate a Separation Agreement with the City Administrator. Specific guidelines were given and followed. All guidelines were included. She stated the Council received the Separation Agreement, which is non-public data until it has been officially approved, signed, and the rescission periods have expired. She stated the Council has had the document for at least 24 hours. The basic terms discussed and incorporated into the Agreement:

- Mr. Lynch will work for an additional 60 days through February 28, 2021, unless the Council terminates that earlier, in their sole discretion, or unless extended by an additional 30 days at the Council's discretion. Anticipated to be no later than March 31st, 2021.
- At that point there would be six months severance payment and cash payment of unused vacation and personal leave.
- Mutual Release of Claims. Includes: Age Discrimination, Human Rights Violations, Disability Claims, Fair Labor Standards Act, FMLA, Civil Rights Act, Equal Pay Act, OSHA Violations, and many other claims. Mr. Lynch is waiving his right to challenge any of those.
- Indemnification Provision. Was simplified for the City to comply with the Law. Chapter 46607 says you indemnify former employees for any acts if they incur liability because of their duties and are not found to be guilty of any malfeasance, neglect of their duties, or bad faith, then the City will indemnify them. The City is required to do that by law.

Attorney Land stated the Separation Agreement was provided to the Council and contains all terms and conditions. Once it is approved by Council, signed by Mr. Lynch, and the rescission periods have expired, Mr. Lynch has up to 15 days to rescind the Agreement. Then it would become a public document. She stated the Agreement is acceptable to the City Administrator through his Attorney who

indicated all the terms and conditions are acceptable. If the Council approves it, he will sign it. She stated the recommendation is that Council approves the Transition and Separation Agreement as proposed.

Councilmember Piekarski Krech asked if the 15 days was working days or calendar days. Attorney Land responded it is 15 calendar days.

Motion by Dietrich second by Piekarski Krech to accept two emails received into public record.

Mayor Tourville requested the Author's names of the emails. Councilmember Dietrich responded one of the Author's was Resident Sue Gliva and the other is Frank Rauschnot.

Councilmember Dietrich asked Attorney Land if she could respond to some of the questions posed in the email by Ms. Gliva. Attorney Land responded she could if specific. Councilmember Dietrich stated there are three questions, the fourth question was covered about public comment.

Attorney Land responded to the following questions:

1. Concerning the value of the benefits.

She responded there are benefits that are available to all City Employees that are not unique to his Contract. Unique to his Contract is a car allowance and phone allowance. She stated there are values he will continue to receive as he does under his current employment. By continuing his employment, those benefits will still be paid. There is a car allowance of \$333.00 per month and a phone stipend of \$110.00 per month.

Councilmember Dietrich asked if there was a credit card he has access to. Attorney Land responded she was not aware of one. She stated as City Administrator he is authorized to spend a certain amount under Policy without Council approval. After that he has to come before the Council for approval. Continuing under his current duties he is allowed to continue to use that. Once termination or last day of employment, those items would need to be turned in such as keys, credit cards, and anything else that is City property.

Councilmember Dietrich requested expense reports from those credit cards be submitted to Council. City Administrator Joe Lynch responded he does not have a City credit card, has not used a City credit card, and does not have expense reports.

Attorney Land continued responding to questions posed via email:

2. Indemnification.

Has been simplified. Originally, they had tried to put words to if there were any private parties that brought a Civil action against Mr. Lynch, and then he was found to have violated something, the City would not indemnify him for that. She stated they are simplifying it by using the Statutory requirement the City indemnify him because of his employment as long as it was not any malfeasance or bad faith.

3. Where the severance payment would come from in terms of what area of the budget.

She responded these are typically General Fund items which is where salaries come from. There is not a particular fund. She stated this should be directed to the Finance Director.

Mayor Tourville stated it would come out of Administration in the General Fund. He commented they could have two Administrators for a period of time. That would be up to the Council in 2021. He asked the City Administrator if that was correct. City Administrator Lynch responded in the General Fund, under Administration, there are salaries for 4.6 full time employees, one of which is the City Administrator. The payments for the 60- or 90-day period would be taken out of that budgeted amount. The lump sum would be taken out of salary for 2021. He stated it is very highly unlikely there would be duplication. Council will need to confer, decide, and give direction about whether it chooses to use a search firm to start the replacement process. That may take 30 to 45 days to go through. It involves an RFP, get responses back, meet, and make a determination. He guessed it would take another 30 days to advertise for the position which would put them beyond the end of March timeframe and the end of his 90-day timeframe.

Councilmember Dietrich requested the City Administrator's schedule submitted to the Council on a bi-weekly basis.

Motion by Piekarski Krech second by Bartholomew to approve the Transition and Separation Agreement.

Councilmember Dietrich stated she was voting Nay because of the culture they have struggled with in her short time with Council and the allegations brought forth against the City Administrator, she does not believe it is in the best interest to have him stay on for 30/60/90 days.

Ayes: 4

Nays: 1 (Dietrich) Motion carried.

B. ADJOURN:

Motion by Piekarski Krech second by Perry to adjourn the Special Session at 6:15 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek