



AGENDA OF THE SPECIAL MEETING OF
THE CITY COUNCIL
CITY OF BIRCHWOOD VILLAGE
WASHINGTON COUNTY, MINNESOTA
July 10, 2017
6:00 P.M.

CALL TO ORDER

CITY BUSINESS – REGULAR AGENDA

- A. Staff Performance Review (this portion of the meeting will be closed to the public)
- B. Discuss Compensation
- C. Review and Discuss Employment Agreement* (p. 2-6)

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* Denotes items that have supporting documentation provided

EMPLOYMENT AGREEMENT

AGREEMENT made this 11TH day of JULY, 2017, by and between the CITY OF BIRCHWOOD VILLAGE, a Minnesota municipal corporation ("Employer"), and TOBIN LAY ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its City Administrator. Employee agrees to serve as City Administrator in accordance with state statutes, City ordinances and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law.

3. **SALARY.** Employer shall pay Employee a salary of \$_____per year starting_____. Employer and Employee agree that a performance review will be conducted on Employee annually. The Employer agrees to increase compensation to the Employee annually in the amount commensurate to the rate of inflation as reported by the U.S. Department of Labor Employment Cost Index and to consider an additional increase in compensation to the Employee dependent upon the results of the performance evaluation.

4. **SENIORITY.** For purposes of employment benefits such as sick leave, vacation leave, and the like, Employee will be credited with having completed_____years of employment with the City upon his first day of employment.

5. **VACATIONS AND SICK LEAVE.** Effective upon execution of this agreement, Employee shall be credited with 20 days of accrued vacation and sick leave. In addition, Employee shall accrue 20 days of vacation and sick leave annually.

6. **HOLIDAYS.** Employer shall provide Employee the same holidays as enjoyed by other non-union employees.

7. **GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, dental, life and disability insurance benefits as provided to all other non-union employees.

8. **DUES AND SUBSCRIPTIONS.** Employer shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.

9. **PROFESSIONAL DEVELOPMENT.** Employer shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the Employer.

(For Sections 10 and 11, employer and employee may wish to agree to list specific organizations whose dues and professional development opportunities will be covered – i.e. International City/County Management Association, Minnesota City/County Management Association, League of Minnesota Cities. The list would not be exclusive; other organizations or training opportunities that might arise would be covered under the general “reasonable” language.)

10. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer; and at Employer's expense

11. **CELLULAR PHONE.** Employer shall provide Employee a cellular phone for Employer business or pay a monthly allowance of \$_____for use of his personal cellular phone for Employer business.

12. **GENERAL EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

13. **HOURS OF WORK.** It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

14. **TERMINATION BENEFITS.** In the event that Employee is terminated by the Employer during such time that Employee is willing and able to perform the duties of City Administrator, then in that event, Employer agrees to pay Employee at the time of receipt of his last pay check a lump sum cash payment equal to _____ months aggregate salary and to continue to provide and pay for the benefits set forth in paragraph 7 for a period of _____ following termination. However, in the event Employee is terminated because of his malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the termination benefits.

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

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

15. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions of this Agreement.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and _____, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:
CITY OF _____

EMPLOYEE:

BY: _____
Its Mayor

AND

Its