



**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

NOTICE OF SPECIAL MEETING OF INVER GROVE HEIGHTS CITY COUNCIL

In accordance with the Minnesota Statutes, Chapter 13D, the Minnesota Open Meeting Law, notice is hereby given of a special meeting of the Inver Grove Heights City Council as follows:

Date: Monday, August 2, 2021

Time: 4:45 p.m.

Location: Inver Grove Heights City Council Chambers, 8150 Barbara Ave, Inver Grove Heights, MN 55077

Purpose: Special meeting to Consider Employment Agreement for City Administrator position with Kristine Wilson

Questions about this meeting may be directed to City Clerk Rebecca Kiernan at (651) 450-2513.

Dated: July 27, 2021

Rebecca Kiernan, City Clerk

This notice was published by:

- Posting on the official city bulletin board in the city hall vestibule.
- Posting by the door to the council chambers.
- Posting on the city website
- Mailing or otherwise delivering to each person who has filed a written request for notice of special meetings of the City Council and each member of the City Council.



Request for Council Action

TITLE: Consider Approval of City Administrator Employment Agreement

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 2, 2021	None	
Item Type:	Special Meeting Agenda Item	Amount included in current budget	
Contact:	Bridget Nason	Budget amendment requested	
Prepared by:	Bridget Nason, City Attorney	FTE included in current complement	x
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The City Council has completed a search process facilitated by Sharon Klump with Baker Tilly to hire the next City Administrator for the City of Inver Grove Heights. The Council reviewed multiple applications from interested candidates for the position, identified and interviewed five finalists, and directed the City Attorney and Sharon Klump to enter into negotiations with finalist Kristine Wilson regarding terms of employment with the City. Attached for Council consideration is an Employment Agreement between the City and Ms. Wilson.

SUMMARY:

Consider approval of employment agreement.

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** ("Agreement") is made this 2nd day of August, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation ("Employer" or "City"), and Kristine Wilson ("Employee") both of whom agree as follows:

Recital No. 1. The City desires to employ Employee as the City Administrator for the City.

Recital No. 2. Employee desires to accept employment with the City as its City Administrator

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

1. DUTIES AND TERM OF EMPLOYMENT.

- a. **TERM AND POSITION.** Commencing on September 1, 2021, Employer agrees to employ Employee as its City Administrator, and Employee agrees to serve as its City Administrator. This Agreement shall remain in full force and effect from September 1, 2021 until terminated by the Employer or Employee as provided hereinafter. Employer and Employee agree that Employee shall be deemed an "at will" employee; shall be employed by Employer for an indefinite term; and that at any time the City may, by a majority vote of the City Council, with or without cause, terminate this Agreement and Employee's employment with the City subject only to the payment authorized under paragraph 10.
- b. **DUTIES.** Employee shall perform the duties and functions of 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.
- c. **BEST EFFORTS.** Employee shall devote her full business time and best efforts to the City and will not engage in any outside occupation, employment, or business that could hinder the impartial, objective, or effective performance of her duties. Employee shall not engage in any work for private individuals or other governmental entities that could create a conflict of interest with her City employment. If any questions arise regarding whether such work would create a conflict of interest, Employee will seek guidance and input from the City Council.
- d. **HOURS OF WORK.** It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings or events. It is understood by Employee that the position is exempt from the overtime requirements of the Fair Labor Standards Act and that as such, additional compensation shall not be allowed for such additional expenditures of time. It is

further understood that Employee may absent herself from the office during regular business hours to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

- e. **PERFORMANCE EVALUATIONS.** Employer and Employee agree that an initial performance review will be conducted on Employee after six (6) months and annually thereafter. The Employer agrees to consider an increase in compensation to the Employee dependent upon the results of the performance evaluation.

2. **COMPENSATION.** Employer shall pay Employee an annual salary of one hundred seventy-two thousand dollars (\$172,000.00) per year starting on September 1, 2021. Such salary shall be payable in installments at the same time that other management employees of the City are paid.

3. **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.

4. **SENIORITY.** For purposes of employment benefits such as personal leave, vacation leave, and the like, Employee will be credited with having completed fifteen (15) continuous years of service with the City upon her first day of employment.

5. **PERSONAL LEAVE.** Effective upon Employee's first day of employment, Employee shall be credited with 40 hours of accrued personal leave. In addition, Employee shall accrue personal leave in accordance with the City's personnel policies.

6. **VACATION LEAVE.** Effective upon Employee's first day of employment, Employee shall be credited with 40 hours of accrued vacation leave. In addition, Employee shall accrue vacation leave in accordance with the City's personnel policies.

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

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

9. **GENERAL BUSINESS EXPENSES.**

- a. **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 and growth.

- b. **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 the Employee. Employee shall use good judgement in her outside activities so as not to neglect her primary duties to the Employer.

- c. **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.
- d. **AUTOMOBILE.** Employee shall be reimbursed for the use of her personal automobile for City business on a per mile basis in accordance with IRS regulations.
- e. **CELL PHONE.** Employer will provide Employee with a cell phone and pay for the cost of the cell phone and a related calling and data plan. Upon termination of employment, such cell phone shall be returned to the City. Employee may choose to use her personal cell phone in lieu of a City-issued phone, in which case she will receive the same monthly phone stipend authorized for Department Heads under the City's Technology Policy (currently \$50.00/month).
- f. **GENERAL EXPENSES.** Employer shall reimburse Employee for reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

10. **TERMINATION BENEFITS.** In the event 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 her last paycheck 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 paragraph 8 for a period of six (6) months following termination and shall also pay Employee for any accrued and unused vacation or personal leave pursuant to the terms of the then-existing City Personnel Policies regarding payment of leave upon termination of employment, unless prohibited by law (the "Termination Benefit"). However, in the event Employee is terminated because of her malfeasance in office, willful neglect of office, 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 Benefit

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 she resign, then Employee may, at her 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 her position with Employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns her position with Employer, there shall be no Termination Benefit due to Employee, except that Employee shall be entitled to conversion and payout of accrued vacation and personal leave pursuant to the City's Personnel Policy, provided Employee provides Employer with thirty (30) days advance notice of her resignation.

11. **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 her position with Employer, subject only to the provisions of this Agreement.

12. **OTHER CONDITIONS OF EMPLOYMENT.** Subject to any amendments, the City's ordinances, City Employee policies, and State Statutes are all incorporated herein except to the extent that they conflict with this Agreement, in which case this Agreement shall be controlling. To the extent not inconsistent with or in conflict with the provisions of this Agreement, all obligations and responsibilities relating to the City's Personnel Policy or Employee Policies and regulations as they apply to other non-union employees and as they now exist or hereafter may be amended, also shall apply to Employee and Employee shall comply with such regulations and policies. In those situations in which the City grants different rules and regulations to different groups of employees, Employee shall be treated in the same manner as City department heads.

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, Employee must obtain the consent, waiver, or approval of the City Council as such policies and regulations apply to Employee.

13. **AMENDMENT.** This Agreement may be amended by written agreement of the parties.

14. **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, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:
CITY OF INVER GROVE HEIGHTS

EMPLOYEE:
KRISTINE WILSON

BY: _____
Thomas Bartholomew
Its: Mayor

Kristine Lynn Wilk

ATTEST:

Rebecca Kiernan
Its: City Clerk