

**BOARD OF COMMISSIONERS
WASHINGTON COUNTY COMMUNITY DEVELOPMENT AGENCY
WASHINGTON COUNTY, MINNESOTA**

**CDA EXECUTIVE COMMITTEE
MEETING February 6, 2020**

**Washington County CDA Office
7645 Currell Blvd.
Woodbury, Minnesota**

<u>Item No.</u>			<u>Page No.</u>
1	3:30 p.m.	<u>CALL MEETING TO ORDER</u>	
2		<u>ROLL CALL</u> Commissioner Belisle Commissioner Widen Commissioner Ryan	
4		<u>DISCUSSION</u>	
		Employment Agreement for Executive Director position	
5		<u>ADJOURN</u>	



WASHINGTON
COUNTY
Community
Development
Agency

7645 Currell Boulevard, Woodbury, MN 55125
office: 651-458-0936 fax: 651-458-1696

Memo To: Chair John Belisle
Vice Chair Steve Ryan
Secretary Jim Widen

From: Barbara Dacy, Executive Director
Ryan Gruber, Human Resources and Communications Coordinator

Date: January 31, 2020

RE: Executive Committee Meeting; February 6, 2020 at 330 PM

Background

The Board at its January 21, 2020 meeting passed a motion to authorize the Executive Committee to negotiate an Employment Agreement with Melissa Taphorn.

Purpose

The purpose of this meeting is threefold: 1) To respond to Commissioner questions or concerns regarding the draft Employment Agreement; 2) to identify negotiation parameters; and 3) to identify a committee designee to contact Ms. Taphorn.

Recommendation

Ryan Gruber will be in attendance as well as Kathleen Lamb from McGrann Shea to assist the Committee as needed.

CC: Kathleen Lamb, McGrann Shea

EMPLOYMENT AGREEMENT

This Employment Agreement, dated _____, 2020 (the "Agreement") between the Washington County Community Development Agency, under the laws of the State of Minnesota (hereinafter called "Employer" or "CDA"), and _____ (hereinafter called "Employee").

RECITALS

WHEREAS, Employer and Employee have been involved in negotiations regarding the continuing terms and conditions of the employment relationship between Employer and Employee; and

WHEREAS, the negotiations between Employer and Employee have been conducted on a good faith arms-length basis; and

WHEREAS, a compensation analysis for Employee's position was completed in 2017; and

WHEREAS, Employer has determined it necessary to establish a step and pay range for Employee; and

WHEREAS, Employer desires to compensate Employee in a manner that meets the intent of the compensation analysis; and

WHEREAS, based upon such negotiations and as a result thereof, Employer and Employee have determined to continue the employment relationship and to document the terms thereof.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Employment. Employer hereby employs Employee and Employee hereby accepts employment upon the terms and conditions hereinafter set forth.
2. Term. Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on the ____ day of _____, 2020, and shall terminate on the ____ day of _____, 2020. This contract shall automatically renew for additional one year periods, absent written cancellation notice to Employee given not less than 90 days prior to the end of the contract period or any renewal period.
3. Compensation. For all services rendered by Employee under this Agreement, Employer shall pay Employee an annual salary with the opportunity for the Employee to move to higher steps, on an annual basis, within the established pay range, according to Section 2-10 of the Employee

Handbook, approved by the CDA Board of Commissioners on August 20, 2019, and as may be amended from time to time by the Board. The current pay range and step plan is attached as Exhibit A and incorporated herein.

Employer shall pay Employee _____ (\$_____) in calendar year 2020, prorated to account for the Employee's start date. The Employee may be eligible for performance pay adjustments, pursuant to Section 2-10 of the Employee Handbook.

4. Automobile. Employee shall be reimbursed for traveling on official CDA business with a privately-owned automobile at the current authorized rate. Mileage expenses and parking fees shall be reimbursed to Employee in accordance with the Employee Handbook.
5. Classification. The position of Executive Director is classified as exempt and reports to the CDA Board of Commissioners.
6. Employment Benefits. Employee shall be provided with all benefits provided to other CDA employees, including, but not limited to individual or dependent health care insurance, individual or dependent dental insurance, worker's compensation insurance, disability insurance, life insurance, retirement, paid holidays, and Paid Time Off (PTO), as defined and regulated in the Employee Handbook. Additionally, Employee shall be provided with an errors and omissions policy naming her as an Additional Insured in the amount of \$1,000,000.00.
7. Duties. The duties of the position are contained in the position description adopted by the CDA Board of Commissioners on April 18, 2017 in Resolution No. 17-15, and as contained Exhibit B to this Agreement.
8. Working Facilities. Employee shall be furnished with an office, computer, and such other facilities and services suitable to Employee's position and adequate for the performance of Employee's duties.
9. Expenses. Employee is authorized to incur reasonable expenses for promoting the CDA, including expenses for attendance at professional conferences, travel, and similar items. Employer will reimburse Employee for all such expenses as authorized in the annual budget.
10. Disability. Employer will provide short term and long term disability insurance for Employee. If Employee is unable to perform services by reason of illness or incapacity, the compensation payable pursuant to this Agreement will continue to be paid until the short term disability benefit payable under the short term disability insurance policy commences. Employee's full compensation shall be reinstated upon return to employment and the discharge of Employee's full duties hereunder. Notwithstanding anything herein to the contrary, Employer may terminate

this Agreement at any time after Employee is absent from employment, for whatever cause, for a continuous period of more than six months, and all obligations of Employer hereunder shall cease upon any such termination; provided that Employer shall, through its best efforts, first ensure that it has met all of its legal obligations to provide reasonable accommodation to the known disability of Employee.

11. Termination by Employee. The Employee can terminate this Agreement with sixty (60) days' written notice.
12. Termination for Cause. The Employer can terminate this Agreement if the Employee:
 - a. is convicted of a felony or a criminal offense involving moral turpitude;
 - b. engages in fraud;
 - c. engages in conduct that constitutes gross negligence; or
 - d. cannot perform the functions required by the position.
13. Termination Without Cause. If the Employer terminates this Agreement for any reason not covered in Section 12 above, Employee shall be entitled to compensation for up to three (3) months following notice of termination to allow Employee to obtain alternative employment.
14. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified mail to Employee's residence in the case of Employee or to its principal office in the case of Employer. Such notice shall be effective upon delivery to the U.S. post office, postage and fees prepaid.
15. Assignment. The rights and obligations of Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Employer.
16. Terminology. Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
17. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No

supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

- 18. Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.
- 19. Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.
- 20. Headings. Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WASHINGTON COUNTY COMMUNITY
DEVELOPMENT AGENCY BOARD OF
COMMISSIONERS

By: _____
Its: Chair

Melissa Taphorn

EXHIBIT A

**STEP AND SALARY RANGES
FROM RESOLUTION 17-51**

Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum
2020	\$111,109	\$115,553	\$120,175	\$124,982	\$129,981	\$135,180	\$156,711

Performance based salary increases occur above Step 6 in accordance with the Employee Handbook and up to the maximum range amount.

EXHIBIT B

POSITION DESCRIPTION: EXECUTIVE DIRECTOR

Administration **Executive Director**

Dept/Div: *Administration*

FLSA Status: *Exempt*

General Definition of Work

Performs complex executive and difficult professional work directing all agency programs, performing short and long term fiscal and programmatic planning, developing and establishing performance benchmarks, evaluating services ensuring compliance with local, state and federal mandates, laws, regulations and policies pertaining to the operation of a housing authority, developing and maintaining appropriate personnel administration policies, developing and maintaining information technology and data security plans, and administrative support plans, developing and maintaining positive stakeholder relationships, providing ongoing policy and program recommendations to the Board of Commissioners regarding housing assistance and administration, affordable housing finance and development programs, property and asset management agency owned properties, finance, and economic development, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the Board of Commissioners. Organizational supervision is exercised over all personnel within the organization.

Qualification Requirements

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

Essential Functions

Oversees the management, planning, direction and implementation of staff, programs and policies of the agency; establishes the annual work plan and performance benchmarks.

Manages and supervises program operations and staff; hires, trains, supervises, evaluates and disciplines staff; recommends promotions and terminations; develops and administers budget; identifies and secures other funding sources as needed; oversees the administration of grant and loan funds.

Acts as a representative of the agency various external meetings; attends required agency meetings, including preparation of written and oral presentations at the Board of Commissioners meeting; gives requested updates and written and verbal reports of department activities

Reviews and approves program protocols and policies to ensure compliance with local, state and federal laws, regulations, policies and procedures.

Attends meetings and events as a representative of the agency; coordinates agency outreach and partnerships; creates public relations strategies and communications plans related to agency plans and projects; acts as the official contact with the media.

Analyzes, researches, creates, funds and assigns programming related to economic development, redevelopment, housing assistance, affordable housing and housing finance.

Prepares related records, files and reports; reviews and composes reports; analyzes data and prepares recommendations for board action.

Advises and oversees the development and evaluation of policies and programming; acts as an advisor to the board in developing and recommending agency policies and programmatic actions; attends required agency meetings, including preparation of written and oral presentations at the Board of Commissioners meeting; gives requested updates and written and verbal reports of agency activities.

Acts as a direct supervisor to department heads and indirect supervisor to other agency staff; conducts human resources functions including but not limited to making hiring and termination decisions, promoting and demoting staff assignments, administering performance reviews and scheduling staff work hours, identifying and implementing necessary training, negotiating collective bargaining agreements, responding to grievance and arbitration requests, and maintaining collective bargaining related data.

Prepares and implements appropriate safety and security plans, information technology plans, data security plans, and administrative support operations, and implements necessary policies and protocols.

Develops effective communication and branding strategies to the public and oversees marketing and communication programs of all function areas.

Prepares and manages agency budgets, bond finance programs, financial management plans, grant and loan programs and property assets.

Oversees housing and redevelopment initiatives that involve property acquisitions/relocation, and when necessary negotiates, acquires, leases and/or sells real estate for housing projects and/or redevelopment programs.

Knowledge, Skills and Abilities

Competencies required:

Comprehensive skill leading mission driven change; comprehensive skill managing programs; comprehensive skill building strategic relationships; comprehensive skill leading other people; comprehensive skill managing work processes; comprehensive skill managing human resources; thorough skill managing financial resources; general skill serving program clients; ability to display analytical and critical thinking skills; ability to display proficient communication skills; ability to display project management and organizational skills; ability to use standard office equipment and related hardware and software.

Other knowledge, skills and abilities required:

Comprehensive knowledge of general laws, regulations and administrative policies governing municipal financing and housing agencies, practices and procedures; comprehensive knowledge of development and financing programs; comprehensive knowledge of development and construction documents associated with the construction and maintenance of housing; comprehensive knowledge of real estate and property management; comprehensive knowledge of the practices, methods and laws relating to municipal operations, tax increment financing; comprehensive skill composing standard correspondence related to housing programming; comprehensive skill analyzing data and creating user friendly guides or informational materials; comprehensive skill creating and administering a budget; general skill operating standard accounting and finance software; ability to make arithmetic computations using whole numbers, fractions and decimals; ability to compute rates, ratios and percentages; ability to prepare informative operational and financial reports; ability to plan, organize, direct and evaluate the work of subordinate employees; ability to establish and maintain effective working relationships with staff, vendors, residents, elected officials and the general public; ability to respect and relate well to people from varied backgrounds, understand diverse worldviews, and be sensitive to group differences; ability to see diversity as an opportunity, and challenge bias and intolerance.

Education and Experience

Master's degree with coursework in planning, public administration, business administration, housing finance, and extensive experience in community development projects and programs, public and housing finance, housing assistance programs, administration and supervising personnel, or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires standing, reaching with hands and arms and repetitive motions and occasionally requires walking, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

National economic development council housing or economic development certification upon hire.

Valid driver's license in the State of Minnesota.

Last Revised: 02/02/2017