

**POLICIES & PROCEDURES COMMITTEE MEETING
PAYNESVILLE CITY HALL
FEBRUARY 5, 2013
6:00 P.M.**

AGENDA

- I. CALL TO ORDER
- II. CONSENT AGENDA
 - A. Minutes (page 1)
- III. NEW BUSINESS
 - A. Police Policy – Gas Drive Off Procedure (page 3)
- IV. OLD BUSINESS
- V. A. Performance Evaluation Form (page 16)
- VI. NEXT MEETING
- VII. INFORMATIONAL
- VIII. ADJOURN

Please contact Renee Eckerly at 320-243-3714 ext. 227 or at reneeE@paynesvillemn.com if you can't attend the meeting.

Members: Gene Beavers, Donovan Mayer & Renee Eckerly

This agenda has been prepared to provide information regarding an upcoming meeting of the Policies & Procedures Committee. This document does not claim to be complete and is subject to change.

BARRIER FREE: All Policies & Procedures Committee meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact City Hall (320) 243-3714 early, so necessary arrangements can be made.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Policies & Procedures Committee

Committee/Council Meeting Date: February 5, 2013

Agenda Section: Consent

Originating Department: Administration

Item Number: II-A

ITEM DESCRIPTION: Minutes

Prepared by: Staff

COMMENTS:

Please review the minutes from the January 17, 2013 and January 29, 2013 Policies & Procedures Committee meeting.

Minutes from January 17, 2013 will be distributed prior to the meeting.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to approve the minutes from the January 17, 2013 and January 29, 2013 Policies & Procedures Committee meeting.

**MINUTES
POLICIES & PROCEDURES COMMITTEE MEETING**

January 29, 2013

Gene Beavers called the meeting to order at 6:00 p.m. Other members present were Donovan Mayer, Renee Eckerly, City Administrator and Paul Wegner, Police Chief.

POLICE OFFICER INTERVIEWS

This meeting was to do second round interviews on six candidates for the Police Officer position. The final six candidates were interviewed.

Motion was made by Beavers to proceed with Police Officer hiring process for the candidates as follows: Kelsey Thompson, Matthew Holmgren and Christopher Lindbloom. Seconded by Mayer and unanimously carried.

Motion was made by Beavers to recommend starting the new Police Officer at Step 1 (\$15.35) and recommend such to the City Council. Seconded by Mayer and unanimously carried.

Wegner contacted Thompson to confirm she was interested in proceeding with the hiring process at a proposed starting wage of \$15.35. Wegner reported that barring any issues, the background check, physical and psychological should be completed by the end of next week and final action would be on the February 12, 2013 City Council agenda.

Wegner will contact the other candidates this evening by telephone and give them a verbal update.

There being no further business, the meeting was adjourned at 10:15 p.m.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Policies & Procedures Committee

Committee/Council Meeting Date: February 5, 2013

Agenda Section: New Business

Originating Department: Administration

Item Number: III - A

ITEM DESCRIPTION: Police Policy – Gas Drive Off Procedure

Prepared by: Staff

COMMENTS:

Paul Wegner, Police Chief will be present to give a verbal report on the Gas Drive Offs / No Pay Customers policy.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to _____.

Paynesville Police Department SOP

Gas Drive Offs/ No Pay Customers

Purpose:

The Paynesville Police Department understands the need for consistency in the handling of gas drive offs/ no pay customers throughout the department. The department also understands the significant impact to the local service stations these types of incidents have on the business. The department also understands that this type of call is both civil and criminal in nature. In order to maintain consistency in handling these types of calls, the following SOP will be followed for every gas drive off/ no pay customer.

Definition:

1. In Progress Report- An incident that occurred within the last 10 minutes
2. After the Fact Report- An incident that occurred more than 10 minutes prior to the call.

Procedure:

- In Progress Report:

1. The service station will immediately notify the police department of an in-progress gas drive off/ no pay customer. They will also immediately fill out the Gas No-Pay Report form, in the event the vehicle may not be located. They should also secure any surveillance video of the incident as well as a receipt. (This will be retained by the service station until the matter is turned over for criminal charges)
2. The officer will make a reasonable attempt to locate the vehicle, including a check of the residence or call to the residence.
3. The officer will not pursue the vehicle outside of the jurisdiction of the agency, unless the officer locates the vehicle prior to it leaving the jurisdiction.
4. The officer will obtain as much information about the vehicle as possible: description of the vehicle, license plate number, driver description and direction of travel, if known. Officers will also notify surrounding agencies to watch for the vehicle.
5. If the officer finds the vehicle, the officer will identify the driver and instruct them to return to the service station to pay for the fuel. The officer will then notify the service station that the vehicle was located and that the driver is supposed to be returning to pay for the fuel. Under no circumstances is the officer to give the service station the driver or owners information.
6. If they are unable to locate the vehicle, the officer will notify the service station that the vehicle was not located and that they should follow proper procedures for recovering payment through the Minnesota Petroleum Marketers Association or the Minnesota Service Station Association.

7. The officer will obtain the Gas No-Pay Report from the store and create a case file on the matter. No further action will be taken until after the recovery efforts of the MPMA or MSSA has been completed.

- After the Fact Report:

1. The service station will notify the police department of an after the fact gas drive off/ no pay customer. They will complete the Gas No-Pay Report form, and secure any surveillance video of the incident as well as a receipt. (The video and receipt will be retained by the service station until the matter is turned over for criminal charges)
2. The services station should then follow proper procedures for recovering payment through the Minnesota Petroleum Marketers Association or the Minnesota Service Station Association.
3. The officer will obtain the Gas No-Pay Report from the store and create a case file on the matter. No further action will be taken until after the recovery efforts of the MPMA or MSSA has been completed.

- Recovery:

1. If the service station knows the driver/owner involved in the gas drive off/ no pay, they may elect to handle the matter internally and notify the department later if payment is not received. They may send a letter to the driver directly similar to the letter from the MPMA or the MSSP.
2. If recovery is made by the MPMA or the MSSA, the service station will notify the department and the case file will be closed out.
3. If recovery was not made, the service station may continue with the civil recovery and/or turn it over to the department for criminal prosecution. The service station must provide all documentation provided to them the MPMA or MSSA to the department, as well as surveillance video, register receipt.
4. If the case is turned over to the department for prosecution, the officer will complete the investigation and turn it over to the prosecutor for charges. Unless instructed otherwise, citations are not to be issued for violations.
5. Under all circumstances prior to considering criminal prosecution, the department must be provided with a copy of the notice and demand for payment, as well as an Affidavit of Service of that notice by mail signed by the merchant and the merchant must have attempted civil recovery of the funds.

PAYNESVILLE POLICE DEPARTMENT

GASOLINE NO-PAY REPORT

OCA#:

Business Information

Business Name:		Business Phone:		
Business Address:				
Date of No-Pay	Time of No-Pay	Dollar Amount	Gallons Pumped	Pump Number

Employee/Witness Information

Last:	First:	Middle:
Home Address:		City/State:
		Zip:
DOB:	Home Phone:	Cell Phone:

Suspect Vehicle Information

License Plate / State	Make	Model	Color (s)	Approximate Year
Identifiable Marks (After Market Accessories, Graphics, Window Tint/Decals, Damage, Rims/Tires, Antennas, etc...)				

Suspect Information

Race	Gender	Age	Height	Weight
Clothing Description:				

Investigative Information

	YES	NO
Can the employee/witness identify the suspect?		
Is the suspect a known customer?		
Will the employee/witness testify in court?		
Is the business willing to go forth with full prosecution?		

Employee Signature:

Date:

Report Conclusion:

Resolved & Paid/Date: _____ Forward for Charges/Date: _____

Officer Name/Badge #: _____

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MINNESOTA PETROLEUM MARKETERS ASSOCIATION

3244 RICE STREET
ST. PAUL, MN 55126-3047
651/484-7227
800/864-3813
FAX 651/484-9189

December 19, 2012

To: All Members

OFFICERS

BOB KROGMAN

Executive Director

KEVIN BECK

President

JAY CATTOOR

Vice-President

MARK OGREN

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Dan Hennen

Josh Kath

Steve Beckman

John Derichs

David Hutt

Emmett Thomsen

Brent Staples

Steve Scholtz

Jerry Kraus

Anne Leikam

Minnesota Petroleum Marketers Association is introducing a new Drive-Off Program. Enclosed is a sample of the cover letter and forms that make up the new Association program.

The legislature approved trade associations, acting on behalf of their members, to send notices of nonpayment and to collect for the motor fuel and the service charge.

With this new program, you simply have to fill out the enclosed authorization (keeping a copy for your records) and start using the enclosed Drive-Off Report form.

1. We will create a database for your store or stores and enter the information from the drive-off forms sent in;
2. Get the appropriate license plate information from the MN Department of Public Safety;
3. Send the notice and demand for payment to the correct address;
4. Send you (the member) all payments and surcharges received monthly;
5. Notify the drive-off a second time if payment is not received.

Third party debt collection with an attorney signed cover letter will increase the probability of payment for drive-offs. You will receive a report of the drive-off activity by individual store each month. If payment is not received 10 days after the second notification, all the information will be sent to you so, if you choose, you can report to the police or go to small claims court. Anytime the same license plate number shows up twice in our database the information will be immediately sent to you, to report to the police.

Employees should know that drive-offs are reported to a third party and collection activities will happen on every drive-off form received. You will also be able to track times and pump numbers where drive-offs are occurring.

The cost to you is \$7.50 per notice sent. This covers the \$5 dollar charge from the MN Department of Public Safety for license plate information and all mailing costs. Your cumulative costs will be billed monthly.

Thank you,

Kevin Thoma
Executive Director



MINNESOTA PETROLEUM MARKETERS ASSOCIATION

3244 RICE STREET
ST. PAUL, MN 55126-3047
651/484-7227
800/864-3813
FAX 651/484-9189

Drive-Off Program Authorization Form

Date _____

I authorize Minnesota Petroleum Marketers Association to send notices of nonpayment and collect payments for motor fuel and the service charge on my behalf for all drive off reports I send to MPMA.

Company Name and Address _____

Owner/Manager Name (Print) _____

Title _____

Contact Phone/Fax _____

Contact E-mail _____

Signature (Owner/Manager) _____

Please retain a copy of this form for your records.

Minnesota Petroleum Marketers Association Drive-Off Program Contact Information:

Name: Amanda Staats

Email: astaats@mpmaonline.com

Phone: 800-864-3813

Fax: 651-484-9189

DRIVE -OFF REPORT

To Customer Service Representative: All boxes on this report must be completed. This report will become part of the evidence file should a report to the police & further prosecution become necessary.

Business Name:				
Street Address:			City, State, Zip	
Date Drive-Off Occurred:	Time Drive-Off Occurred:	Dollar Amount:	Fuel Type: ___ Gasoline ___ Diesel	Pump #:
Vehicle License Plate#:		Other Observations:		

The above information is true and correct to the best of my knowledge. My signature also indicates a willingness to testify.

Signature of person who witnessed drive-off

Date

The signature of the owner/manager below authorizes Minnesota Petroleum Marketers Association to collect this debt as provided in Minnesota Statute 604.15

Signature of Owner/Manager

Libby Law Office, P.A.

Attorneys at Law

Kirsten J. Libby, Esq. kirsten@libbylawoffice.com
Anthony D. Johnson, Esq. tony@libbylawoffice.com
Christopher J. Heinze, Esq. chris@libbylawoffice.com

855 Rice Street, Suite 100
St. Paul, MN 55117

Office (651) 487-1208
Fax (651) 487-0662

Date

[NAME(S)]
[ADDRESS]
[CITY/STATE/ZIP]

Re: Notice and Demand of Payment for Motor Fuel

Mr./Ms _____:

I have been retained by the Minnesota Petroleum Marketers Association (MPMA) to address the attached Drive-Off Report. The MPMA is a statewide trade association representing owners and operators of convenience stores and service stations that sell motor fuel, and as such MPMA is authorized by Minnesota statute 604.15 to seek payment of this debt including the price of the fuel and a \$30 service charge.

Your vehicle was reported as driving away from a motor fuel retailer location without the motor vehicle fuel dispensed into your vehicle being paid for. MPMA knows that a drive-off can be unintentional, and is giving you the benefit of doubt. MPMA is willing to collect the price of the fuel and a \$15.00 service charge, instead of the full amount, if payment is remitted in full within 30 days of this letter as directed on the attached Notice and Demand of Payment for Motor Fuel.

If payment is not received, I am authorized to seek the full amount of the service charge, and in addition work with the retailer to obtain a civil penalty, interest, and attorney fees. You should also be aware that Minnesota statute 604.15 subd 5 states that civil liability is not a bar to criminal liability, unless payment has been made. Criminal liability is spelled out in Minnesota statute 609.52. Failure to pay or dispute the drive-off within 30 days after receiving notice and demand for payment is according to the statute a demonstration that the drive-off was intentional and as such, an act of theft. If convicted of the theft of gasoline the commissioner of public safety shall suspend the person's license for 30 days under Minnesota statute 171.175.

Sincerely,

LIBBY LAW OFFICE, P.A.

Kirsten J. Libby

Enclosures

**THIS AS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

MSSA's Drive-Off Program

In 2001, retailers received the ammunition to fight back on the drive-off front. The law states that retailers can recover the loss from a drive off. The owner of the vehicle is liable for the cost of the fuel plus a service charge of \$30. Owners are entitled to these monies providing they:

- a) Conspicuously display a notice of the penalties for nonpayment on the premises.
- b) Mail to the owner of the vehicle a "notice of nonpayment" citing the section of law and description of the penalties. The notice must include a signed statement by the employee who reported the act describing what the employee observed and the license number of the motor vehicle, if known.
- c) Support the mailing of the "notice of nonpayment" by an affidavit of service

Deciphering these guidelines can get somewhat confusing for most people. This is where your Association can help. MSSA has designed forms that are easy to understand, fill-out and use. If your local law enforcement will no longer look-up a license plate number for you, MSSA is set up with the State of Minnesota to retrieve that information for you. A \$9.50 fee applies to each plate number submitted. MSSA will look-up the plate information, and send out a Notice and Demand of Payment for Motor Fuel Affidavit to the vehicle owner in question. Once the Affidavit is sent to the vehicle owner, MSSA staff will fax you a copy for your records. If the plate comes back and it is of no help to you, the cost is only \$5.50. If you do not receive payment in 30 days, MSSA, upon your request will send out a second Affidavit at not extra cost. This second Affidavit includes the Motor Fuel cost, the \$30 service charge, plus a \$100 Civil Penalty.

The standard signage for your pumps is now available through MSSA. We suggest you order signage for every pump at your location.

If you are experiencing any problems with the materials, please call us at the MSSA office. We look forward to hearing from you on your drive-off problem or rather lack thereof.

MSSA
2886 Middle Street
Little Canada, MN 55117
651-487-1983 / 800-752-4884
651-487-2447 Fax

www.MNSSA.com

NOTICE AND DEMAND OF PAYMENT FOR MOTOR FUEL

Vehicle Owner

Name: Jane Doe
Address: 123 Main Street
City, State, Zip: Anytown, MN 55117

*This is a sample of
a completed form
that a store would
receive.*

You are hereby notified that:

On **12-6-2012** your vehicle with license plate number **123 ABC** was observed driving off without paying for **\$20.00** of **Regular Unleaded Gasoline**.

See Attached Sheet
Retail Location Employee

See Attached Sheet
Approved by

Minnesota Statute 604.15 states:

- (a) The owner of a vehicle that receives motor fuel that was not paid for is liable to the retailer for the price of the motor fuel received and a service charge of \$30. This charge may be imposed immediately upon the mailing of this notice.
- (b) If the price of the motor fuel received is not paid within 30 days after the retailer has mailed notice, the owner is liable to the retailer for the price of the motor fuel received, the service charge as provided in paragraph (a), plus an additional civil penalty not to exceed \$100 or the price of the motor fuel, whichever is greater. The retailer shall also be entitled to interest at the rate under Minn. Stat. §549.09 from the date of nonpayment and reasonable attorney's fees, not to exceed \$500.

To avoid further costs and penalties, you must:

Remit \$50.00 to Acme Service Station, 456 Main Street South, Anytown, MN 55117 (123) 555-1234 by 1-17-2013.

If, within the 30-day period referred in paragraph (b) of Statute 604.15 the vehicle owner sends written notice disputing the claim that motor fuel was received without paying for it, the retailer may collect the price of the motor fuel and the civil penalties pursuant to a judgment rendered by a court of competent jurisdiction.

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
COUNTY OF RAMSEY)

MSSA Staff, being first duly sworn, deposes and says:

That she is a citizen of the United States of America and over the age of 18 years; that on the 17th day of De-
cember 2012, deposited this affidavit in the mailing department of the United State Post Office at 40 Arlington
Avenue East, St. Paul, MN 55117, in a sealed envelope with postage thereon duly prepaid, containing a true and
correct copy of the attached "Notice and Demand of Payment for Motor Fuel".

That the envelope was addressed to the following person:

Signature of person mailing the notice

Jane Doe

123 Main Street

Anytown, MN 55117

Signature of witness

NOTICE AND DEMAND OF PAYMENT FOR MOTOR FUEL

Vehicle Owner

You are hereby notified that:

On _____, your vehicle with license plate number _____* was observed
Date *Plate Number*

driving off without paying for \$_____ of _____.
Amount *Gasoline Type/ Brand*

Witnessing Employee Signature

Owner/Manager Signature

AUTHORIZATION FOR DRIVER INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Signature of Owner/Manager _____ Date ____/____/____

Remit \$ _____ to _____ by _____
Amount *Name and Address of Retailer* *Date*

**The vehicle information being requested can be used only to demand payment for a "Drive-off".
Any misuse, or publication of this information could lead to legal action.**

There will be a \$9.50 charge per license plate requested that is on file. All plates not on file, or that do not match your vehicle description will be at a charge of \$5.50 per license plate.

Visa Master Card Discover

Acct : _____ Exp ____/____

Signature: _____ 3 Digit code _____

Please fill out your credit card information to the right.

Please check one

Please send the affidavit to vehicle owner and my location.

DO NOT send affidavit, I am only requesting a plate look up.

*Vehicle description: _____

MN____ WI____ Other _____

Fax this form to MSSA at 651-487-2447

*Note: you do not have to provide a vehicle description, however, it is very helpful in matching the correct plate.

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NOTICE AND DEMAND OF PAYMENT FOR MOTOR FUEL
SECOND REQUEST

Please fill out the information below and fax back to the Association office at 651-487-2447, in order to send out a second Demand of Payment for Motor Fuel.

Company Name: _____

Company Address: _____

City _____ State _____ Zip _____

Phone: _____ Fax _____

Plate Number _____ - _____ MN ___ WI ___ Other _____

Date drive off occurred ____/____/____

Date first payment was due ____/____/____

*Note this second affidavit is at no additional charge

Please write any comments below.

REQUEST FOR COMMITTEE/COUNCIL ACTION

COMMITTEE/COUNCIL NAME: Policies & Procedures Committee

Committee/Council Meeting Date: February 5, 2013

Agenda Section: Old Business

Originating Department: Administration

Item Number: IV - A

ITEM DESCRIPTION: Performance Evaluation Form

Prepared by: Staff

COMMENTS:

Continue discussing changes to the current Performance Evaluation Form which was approved on April 12, 2011. Please bring any follow up questions from the forms that were discussed on January 17, 2013.

ADMINISTRATOR COMMENTS:

COMMITTEE/COUNCIL ACTION:

Motion to _____.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of May, 2008, by and between the City of Paynesville, a municipal corporation, hereinafter called "City" and Renee Eckerly, hereinafter called "Employee".

WHEREAS, the City desires to employ the services of Renee Eckerly as City Administrator/Economic Development Director for the City of Paynesville, as provided in City Code Chapter 2, Section 2.09; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and set working conditions for employee; and

WHEREAS, it is the desire of the City to retain the services of employee and provide inducement for employee to remain in such employment, and to provide a just means for terminating employee services at such time as employee may be unable to discharge employment duties or when the City may otherwise desire to terminate the employment; and

WHEREAS, employee desires to accept employment as City Administrator/ Economic Development Director with City of Paynesville;

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

Section 1. Duties. The City hereby agrees to employ Renee Eckerly as City Administrator/ Economic Development Director of said City to perform the functions and duties specified in City Code Chapter 2, Section 2.09, Subd. 4, the job description attached hereto as Exhibit A and to perform other legally permissible and proper duties and functions as the City shall from time to time assign.

Section 2. Term. The term of this Agreement is from the day and date set forth above through December 31, 2012, subject to the termination provisions herein.

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the employee at any time.

B. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of the employee to resign at any time.

C. In the event written notice is not given by either party to this Agreement to the other 30 days prior to the termination date as herein above provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of 1 year beyond January 1, 2012, or any subsequent termination date. Said Agreement shall continue thereafter for 1 year periods unless either party gives 30 days written notice to the other party that the party does not wish to extend this Agreement for an additional term beyond the termination date.

Section 3. Termination and Severance Pay. In the event the employee is terminated by the City of Paynesville without cause, then in that event, the City agrees to pay employee as follows:

- a.) In year 1 (between January 1, 2008 and December 31, 2008) a cash sum equal to four (4) months base salary.
- b.) In year 2, 5.5 months base salary;
- c.) In year 3, 7 months base salary;
- d.) In year 4, 8.5 months base salary; and
- e.) In year 5, 10 months base salary.

If employee is terminated for cause, including but not limited to willful misconduct or breach of this contract, the City shall have no obligation to pay severance pay. Any severance pay will be subject to deduction of normal withholding in effect at the time of payment. The City shall have the sole and exclusive right to determine what constitutes cause for termination.

Section 4. Compensation.

Compensation. The City agrees to pay employee for services rendered pursuant to this Agreement an annual base salary as shown in the City Administrators Salary Scale as shown below. The Council may or may not add additional incentives at annual review based on employee performance. Said salary to be retro active to January 1, 2008 and to be paid in installments at same time as other employees of the City are paid. In exchange for the payment of this salary the employee shall work 2340 hours per year or 45 hours per week on average.

- A. City Administrators Salary Scale (4% annual increase)
 - 2008 \$62,500.00
 - 2009 \$65,000.00
 - 2010 \$67,600.00
 - 2011 \$70,340.00
 - 2012 \$73,116.16

Section 5. Performance Evaluation.

A. The City Council shall review and evaluate the performance of the employee at least annually within 30 days of January 1st each year. Said review and evaluation shall be in accordance with specific criteria developed by the City Council and employee. Said criteria may be modified by the Council from time to time with notice to the employee. Further within 30 days, the Mayor shall provide the employee with a written statement of findings of the City Council and provide an adequate opportunity for the employee to discuss the evaluation with the City Council.

B. In effecting the provisions of this Section, the City Council and the employee mutually agree to abide by the provisions of applicable law.

Section 6. Goals and Objectives. Annually, the City Council and employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of City policy objectives and shall further establish a relative priority among these various goals and objectives. These said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

Section 7. Outside Activities. Employee shall not spend time on outside activities for compensation without prior approval of the City Council. The term "outside activities" shall not be construed to include occasional teaching, writing, consulting or military reserves service performed on employee's time off.

Section 8. Benefits.

A. Vacation and Sick Leave. From the date of this Agreement Employee shall accrue and have credited to Employee's account, vacation and sick leave based on a 45 hour work week retroactive to January 1, 2008. Employees' vacation and sick leave will increment annually to the next level of years of service as tabled in the Personnel policy.

B. Other Benefits. The City agrees to pay 80% of employee and her families total health care premium costs for the term of this contract (January 1, 2008 to December 31, 2012) up to a cap of \$1,000.00.

The City agrees to provide other benefits for the Employee equal to that which is provided for all other employees of the City as set forth in the Benefits Guide for the City of Paynesville, a copy of which is attached hereto and incorporated herein by reference.

a.) Deferred Compensation. The City agrees to contribute matching funds into the deferred compensation program to a maximum of \$2000.00 per year.

Section 9. Dues and Subscriptions. The City agrees to budget and pay for the professional dues and subscriptions of employee necessary for employee's continuation and full participation in associations and organizations necessary and desirable for employee's continued professional participation, growth and advancement, and for the good of the City, not to exceed \$2,000.00 per year.

Section 10. Professional Development.

A. The City hereby agrees to budget for and pay the 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 functions for the City.

B. The City also agrees to budget and pay for the travel and subsistence expenses of employee for courses, institutes and seminars that are necessary for employee's professional development and for the good of the City.

C. The employee's right to partake in professional development opportunities as described in Section 9, Paragraphs A and B, is subject to prior approval by the City Council.

D. Reimbursement for expenses previously approved by the City Council and incurred by the employee shall be made within 30 days of delivery to the Accounts Payable Clerk of a receipt for payment of such expenses.

E. If the employee were to terminate their agreement with the city prior to the expiration of this contract, the employee will reimburse the city for all training costs incurred during the term of this contract. Full payment would be required prior to receiving last payroll check from city.

Section 11. General Expenses. The City recognizes that certain expenses of a non-personal and generally job affiliated nature may be incurred by the employee, and hereby agrees to reimburse or to pay said general expenses, including mileage at a rate to be set annually by the Council, up to an amount not to exceed \$50.00 per month without prior City Council approval, receipts for such expenses shall be submitted in a report to the City Council for approval of reimbursement.

Section 12. Civic Club Memberships. The City recognizes the desirability of representation in and before local civic and other organizations, and employee is authorized to become a member of up to two (2) such organizations, for which the City shall pay all membership dues. Employee shall report to the City on each membership that employee has taken out at the City's expenses.

Section 13. Bonding. The City shall bear the full cost of any fidelity or other bonds required of the employee under law or ordinance.

Section 14. Notices. Notices pursuant to this Agreement shall be given by deposit in the United States Mail, postage prepaid, addressed as follows:

1 . To the City: Addressed to the Mayor at 221 Washburne Avenue, Paynesville, Minnesota 56362.

2. To Employee: Addressed to Renee Eckerly, City Administrator/EDAP Director, 221 Washburne Avenue, Paynesville, Minnesota 56362.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States postal service.

Section 15. Arbitration.

A. All disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with the employer/employee relationship between the parties hereto as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination thereof shall be submitted to arbitration pursuant to the procedures set forth in this Agreement.

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B. Each party hereto may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

C. Within 30 days after such demand, the other party shall name their arbitrator, or in default of a timely naming of such arbitrator, such arbitrator shall be named by the Arbitration Committee of the American Arbitration Association, and the two (2) arbitrators so selected shall name a third arbitrator within 15 days, or in lieu of such agreement on a third arbitrator by the two (2) arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee of the American Arbitration Association.

D. The arbitration costs and expenses of each party shall be born by that party.

E. The arbitration hearing shall be held in Stearns County, Minnesota or such other location as may be mutually agreed in writing by the parties.

F. The arbitration shall be governed by the arbitration laws in the rules of evidence of the State of Minnesota.

G. An award rendered by the majority of the arbitrators appointed under and pursuant to this Agreement shall be final and binding on all parties to the proceeding and judgment on such award may be entered by either party in the highest court, state or federal, having jurisdiction.

H. The parties stipulate that the provisions of this Agreement shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement and which is arbitrable as set forth in this Agreement.

I. Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Employment agreement.

Section 16. Merger. This contract is the final expression of the agreement of the parties and the complete and exclusive agreement of terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties or stipulations, either oral or in writing, not herein contained.

Section 17. Modification/Addenda. Any modifications, variations, alterations, or waivers of the provisions of this contract shall only be valid when they have been reduced to writing and signed by authorized representatives of the City and the employee.

Section 18. Severability. The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or unenforceable, such rendering shall not effect the validity and enforceability of the remainder of this contract unless the part of parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

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

CITY OF PAYNESVILLE

EMPLOYEE

By: Jeff Thompson
Jeff Thompson, Mayor

By: Renee Eckerly
Renee Eckerly

POSITION: City Administrator/Economic Development Director July, 2005

DEPARTMENT: Administration

DESCRIPTION OF WORK

General Statement of Duties: Provides overall direction and coordination for administration, planning, and operations to ensure the effective provision of municipal services to the citizens of Paynesville, consistent with the goals, objectives, and policies established by the City Council. Performs tasks as assigned by the City Council dealing with any other city functions as deemed necessary; and performs related duties as required.

Supervision Received: Works under the administrative oversight of the City Council and the Economic Development Authority of Paynesville.

Supervision Exercised: Exercises general and administrative supervision over all City employees either directly or through subordinate supervisors.

DUTIES AND RESPONSIBILITIES

Within broad policy guidelines, coordinates, administers, and responds to a wide variety of requests and issues of municipal concern; researches and assists in developing and recommending solutions; interprets ordinances, policies, and directives to other departments, other agencies, and the general public.

Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.

Monitors operations to ensure compliance with applicable laws, rules, regulations, policies, and ordinances.

Provides staff assistance on City boards, commissions, and committees as required including ex official voting membership.

Manages and supervises all departments of the city to ensure directives and objectives are accomplished; plans and organizes workloads and staff assignments; reviews progress and directs changes as needed; develops and issues administrative rules, policies and procedures necessary to ensure proper functioning of all departments.

POSITION: CITY ADMINISTRATOR
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Serves as budget officer of the City; develops and submits the annual budget and related capital expenditure and enterprise funds; prepares supporting information and presents to the City Council;

Acts as treasurer and assumes all statutory responsibilities of that position.

Oversees all activities of the annual audit of city financial records.

Supervises centralized purchasing activities of the city and sees that all orders are properly approved and processed and that payment is made in accordance with City policies and procedures.

Advises the City Council as to the financial status and needs of the City and recommends actions as appropriate; coordinates the development of capital improvement projects and capital purchases from a planning, financing and implementation process.

Identifies money available to be invested, tracks due dates of investments, and invests funds in accordance with the City's Investment Policy.

Evaluates existing insurance programs and recommends plan changes or modifications to the City Council.

Monitors the quality and effectiveness of all city compensation and benefit programs.

Serves as economic development director; represents the City with business and industrial clients; assists with business proposals and grant applications; provides recommendations and assistance to Economic Development Authority of Paynesville (EDAP); oversees administration of revolving loan fund.

Attends and participates at all City Council meetings and other meetings of official bodies as directed by the City Council.

Manages the bid process including conducting bid openings, reviewing bids, and making recommendations to the City Council.

Oversees accounting and utility billing functions; establishes and implements internal controls.

Serves as the City's public information representative; confers with media; speaks to schools, civic groups, and other organizations.

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POSITION: CITY ADMINISTRATOR
PAGE 3 OF 6

Sees that complaints are properly handled through appropriate channels.

Attest the Mayor's signature on official documents wherever required and maintains responsibility for the City Seal.

Coordinates with other governmental units, including township, county, state, and federal authorities, in matters related to future developments that affect the city.

Provides advice and counsel to the City Council in their policy-making role.

Provides reports, recommendations, and advice as appropriate to ensure the City Council is fully informed.

Prepares grant applications; administers grant monies received and prepares related reports.

Prepares and analyzes bids for products and services; executes contracts for under \$1,000 or recommends execution of contracts for over \$1,000 to the City Council for approval.

Evaluates potential projects, programs and services to determine feasibility and community impact and makes recommendations to the Council.

Plans, promotes and coordinates commercial/industrial and housing developments in the community.

Coordinates and oversees the work of consultants hired by the City.

Oversees local elections in accordance with State and County requirements.

Oversees or prepares a variety of reports and files with appropriate state, federal, or county offices.

Oversees recommendations for utility rate adjustments to the City Council.

Serves as zoning administrator; interprets zoning and subdivision ordinances; attends Planning Commission meetings; provides reports, recommendations, and advice as appropriate on subdivision plats, zoning permits, variance requests, conditional use permits, and other matters related to planning and zoning; oversees building permit process; responsible for maintaining Comprehensive Plan and updating as directed by Planning Commission and City Council.

Provides business information services and training such as research and customer services and all other aspects of community development; refers to other governmental services as appropriate.

Monitors and researches area housing needs and makes recommendations as appropriate.

Coordinates special projects sponsored by the state and federal government to develop public/private partnerships for sharing ideas and developing recommendations.

Develops short and long-range plans for development and makes recommendations to the EDAP Board and City Council.

Promotes an awareness and involvement within community of economic development.

Attend training and seminars and bring pertinent information back to the community.

Performs other work as required and as directed by the City Council.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of modern policies, practices, and techniques of public administration.

Working knowledge of municipal finance, human resources, public utilities, public safety, economic and community development.

Considerable knowledge of the organization and functions of City government including ordinances, regulations, and policies controlling its operation.

Considerable knowledge of management principles and practices as they apply to public sector management including personnel management and organizational development.

Knowledge of business, traditional and innovative development tools, public and private funding sources, and financial assistance package requirements and analysis.

Ability to communicate ideas, explanations and recommendations clearly, both orally and in writing.

Ability to analyze and research difficult and complex problems and make effective solution-oriented recommendations and policy.

POSITION: CITY ADMINISTRATOR
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Ability to supervise personnel in a manner conducive to full performance and high morale.

Ability to read, assemble, organize, and present in oral or written form statistical, financial, and factual information derived from a variety of original and secondary sources.

Ability to prioritize City needs and to coordinate City departmental operations and services.

Ability to plan and analyze City operations; develop alternatives; and determine the costs, advantages and disadvantages of various alternatives.

Knowledge of real estate, finance, land acquisition, disposition, marketing and related areas.

Knowledge of industrial, residential and commercial property development.

Knowledge of government processes, services, city planning, and economic development.

Ability to plan, direct, and coordinate development activities.

Ability to establish and maintain effective working relationships with employees, city officials, and the general public.

Ability to efficiently and effectively administer a municipal government.

Working ability to exercise resourcefulness in solving new problems in accordance with established ordinances, regulations, and policies.

Working ability to prepare and administer annual budget.

MINIMUM QUALIFICATIONS

Graduation from an accredited four-year college or university with a degree in public administration, political science, urban or regional studies, business administration, or related field and a minimum of two (2) years of professional public sector experience in administration, planning, community and economic development or a related field including staff supervision. Must possess a valid Drivers License or the ability to travel as necessary.

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(OR)

Five (5) years full-time experience as City Clerk/Administrator, Clerk-Treasurer or Assistant City Clerk/Administrator including staff supervision. Must possess a valid Drivers License or the ability to travel as necessary.

TOOLS AND EQUIPMENT USED

Personal computer, calculator, telephone, copy machine, and FAX machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

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

The noise level in the work environment is usually quiet to moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.