

JOHNSON / TURNER

— L E G A L —

October 30, 2015

Mike Pearson
2805 Lisbon Avenue North
Lake Elmo, MN 55042

Justin Bloyer
8881 Jane Road North
Lake Elmo, MN 55042

Julie Fliflet
4577 Lily Avenue North
Lake Elmo, MN 55042

Jill Lundgren
8282 Hidden Bay Court North
Lake Elmo, MN 55042

Anne Smith
12153 Marquess Lane North
Lake Elmo, MN 55042

Re: Interim Administrator Contract

Dear Council:

Pursuant to request, enclosed herewith is the Interim Administrator Contract. It was signed in July and provides that the appointment is anticipated to be no longer than six (6) months (as interim). The Council may wish to give consideration to what it wishes to do on a go forward basis.

Should you have any questions or any direction here, please let us know. Thank you.

Sincerely,
JOHNSON/TURNER LEGAL



David K. Snyder
DKS/mah

Enclosure

INTERIM CITY ADMISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 21st day of July, 2015 by and between the CITY OF LAKE ELMO, a Minnesota municipal corporation ("Employer"), and Clark Schroeder ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its Interim Full Time City Administrator. Employee agrees to serve as Interim City Administrator in accordance with state statutes and City ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. **TERM.** Employee is retained as the City's Interim City Administrator until such time as a regular City Administrator is appointed, which is anticipated to be no longer than 6 (six) months. The City may terminate the Employee with or without cause at any time with fourteen days prior notice to the Employee and the Employee may terminate his employment at any time with fourteen working days prior notice to the Employer.

3. **PENSION PLAN.** Employer shall contribute to PERA as required by State law.

4. **SALARY.** Employer shall pay Employee a salary of \$1,650.00 per week (\$41.25/hour), subject to withholding required by State and Federal law for taxes, FICA, Medicare, PERA and the like. Both parties recognize this amount is not equivalent to the full-current salary for the City Administrator position, and if the Employee is selected as the permanent City Administrator the wages and benefits negotiated will be equivalent to the full current salary for the City Administrator position, or commensurate with those paid by other local cities of similar size and scope.

5. **BENEFITS.** Employee shall receive benefits of the same type and kind offered routinely to other employees.

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

7. **AUTOMOBILE.** Employee shall be reimbursed on a per mile basis at the IRS allowed deduction rate for the use of his personal automobile for Employer business.

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

9. **HOURS OF WORK.** It is understood that the position of Interim 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 will 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.

10. **INDEMNIFICATION.** Employer shall defend and indemnify Employee to the extent required by Minn. Stat. § 466.07 and § 465.76.

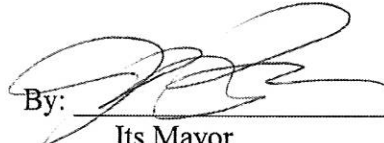
11. **PAID TIME OFF.** Employee shall be allowed five (5) days of paid time off taken periodically, not as 5 consecutive days.

This agreement shall supersede any previous agreements and oral understandings between the parties and may not be amended except in writing, signed by both parties. In the event of any conflict between this agreement and the Employee Handbook, this agreement shall take precedence.

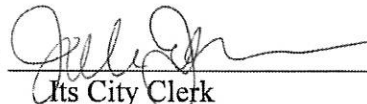
IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk, and Employee has signed this Agreement, in duplicate, the day and year first written above.

**EMPLOYER:
CITY OF LAKE ELMO**

Dated: 7-21-15

By: 
Its Mayor

Dated: 7-21-15

By: 
Its City Clerk

EMPLOYEE:

Dated: 7-21-15


Interim City Administrator