



STAFF REPORT

DATE: December, 2023

AGENDA ITEM: Hire Interim City Administrator
SUBMITTED BY: Sarah Sonsalla, City Attorney
REVIEWED BY: Julie Johnson, City Clerk

ISSUES BEFORE COUNCIL:

Should the City Council hire Clark Schroeder as the City's Interim City Administrator?

BACKGROUND:

The City is in need of an Interim City Administrator. I obtained a list of people from the League of Minnesota Cities who offer to serve in the interim role. Mayor Cadenhead reached out to some of them but did not find any who were available.

Clark Schroeder, who was the City's former Interim City Administrator in 2015-2016 reached out to me and the Mayor. He stated that he was willing to serve in this role. Prior to serving as the City of Lake Elmo's Interim City Administrator in 2015, Clark was a Program Administrator for St. Croix County, Wisconsin. After serving as the City's Interim City Administrator, Clark served as the Chief Administrative Officer for The Royal Club for a year, the County Administrator in Curry County (Gold Beach, Oregon) for a year, and the County Administrator in Ashland County, Wisconsin for several years. Clark is very familiar with the City given his past work with the City in the Interim City Administrator role.

Clark has a Master of Public Administration from Hamline University, a Bachelor of Arts degree in Accounting from the University of Minnesota – Metropolitan State, and a Bachelor of Science degree from the University of Wisconsin – Stout.

PROPOSAL DETAILS/ANALYSIS:

Clark is requesting compensation in the amount of \$50/hour. He will be taking two pre-planned one-week vacations in February of 2024. This leave time will not be paid by the City. However, he will receive six days of PTO that can be used during the course of his time of employment with the City.

I have prepared an Employment Agreement that may be approved by the Council that details these terms. Clark is in agreement with the terms of the Interim City Administrator Employment Agreement.

FISCAL IMPACT:

There is no fiscal impact as the City Administrator position is currently vacant.

CITY COUNCIL ACTIONS PROPOSED:

The City Council approve entering into the Interim City Administrator Employment Agreement with Clark Schroeder.

The language for the motion for this action is as follows:

“Move to approve the Interim City Administrator Employment Agreement with Clark Schroeder and authorize the Mayor and City Clerk to sign the Agreement on behalf of the City.”

ATTACHMENTS:

Interim City Administrator Employment Agreement

INTERIM CITY ADMISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 5th day of December, 2023 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 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, expected, and proper duties and functions as the City Council shall from time to time assign. This position is classified as exempt pursuant to state and federal labor laws.

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 four months. If Employee is employed by the City after five months, this Agreement shall be renegotiated. Employee shall serve at the will of the City Council and the City Council may terminate the Employee with or without cause at any time with 10 business days prior notice to the Employee. Employee may terminate his employment at any time with 10 business 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 \$2,000.00 per week (\$50.00/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. **HEALTH AND WELFARE BENEFITS.** Employee shall receive benefits of the same type and kind offered routinely to other City employees.

6. **PAID TIME OFF.** Initially, Employee shall be allowed six days of paid time off taken periodically, not as six consecutive days. Employee will be taking 13 days of unpaid time off in February of 2024 on two separate pre-booked vacations. Employee agrees that he will not use his paid time off for these periods of absence and will take this time off unpaid. Except as otherwise stated in this Agreement, Employee may use PTO at his discretion for any purpose allowed by law and applicable City policies. Employee will be granted the same number of paid holidays as other City 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 with appropriate documentation.

9. **HOURS OF WORK.** Employee shall work a normal Monday through Friday, 40-hour work week. 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. Employee understands the “on-call”

nature of the position and agrees to respond to City communications outside of the normal working hours, when appropriate and available.

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

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 Personnel Policy, 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: _____

By: _____
Charles Cadenhead
Its: Mayor

Dated: _____

By: _____
Julie Johnson
Its: City Clerk

EMPLOYEE:

Dated: _____

Clark Schroeder