



## STAFF REPORT

DATE: May 7<sup>th</sup> 2024

**Consent agenda**

**TO: Lake Elmo City Council**

**FROM: Clark Schroeder Interim City Administrator**

**AGENDA ITEM: Contract extension**

**REVIEWED BY: Sarah Sonsalla**

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**BACKGROUND:** Interim Administrator Clark Schroeder's contract was signed December 5<sup>th</sup> 2023. His contract stipulated that if he is still employed by the city after 5 months, his contract will be renegotiated. May 5<sup>th</sup> is the end of the 5-month contract and the proposed contract extension is before council for approval.

**ISSUE BEFORE COUNCIL:** Approving interim administrators contract extension.

**PROPOSAL DETAILS/ANALYSIS:**

The City signed a contract for a new city administrator (Nicole Miller) who is to start on June 3<sup>rd</sup> 2024. The interim administrator's contract extension will allow up to two weeks of full-time overlap for Schroeder/Miller. After that the contract will allow up to 10 hours per week as a consultant to help the new administrator in any fashion which is needed.

**FISCAL IMPACT:**

Interim Schroeder rate shall increase from \$50 per hour to \$75 which is more in line with the expected wage for this position.

**OPTIONS:** Approve interim administrators contract or not approve

**RECOMMENDATION:** If removed from the consent agenda

**Motion to Approve interim administrator Schroeder's contract extension.**

**ATTACHMENTS: Contract.**

## INTERIM CITY ADMISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 7<sup>th</sup> day of May, 2024 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 and proper duties and functions as the City Council shall from time-to-time assign. This position is classified as exempt.

2. **TERM.** Employee is retained as the City’s Interim City Administrator until such time as a regular City Administrator officially begins work with the City, which is tentatively planned for June 3, 2024. Starting June 3, 2024, Employee shall assist with the onboarding of the new City Administrator and work on other projects and tasks for the City that may be requested by the new City Administrator or the Mayor. 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’ 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.** During the period of time that Employee is serving as the Interim City Administrator (May 7, 2024 – June 2, 2024), Employer shall pay Employee a salary of \$3,000.00 per week (\$75.00/hour), subject to withholding required by State and Federal law for taxes, FICA, Medicare, and PERA. During the period of time that Employee is no longer serving as the Interim City Administrator and is onboarding the new City Administrator and working on any requested

tasks and projects for the City, Employer shall pay Employee \$75.00 per hour, subject to withholding required by State and Federal law for taxes, FICA, Medicare, and PERA.

5. **HEALTH AND WELFARE BENEFITS.** Employee shall receive benefits of the same type and kind offered routinely to other City employees during his time serving as the Interim City Administrator (May 7, 2024 – June 2, 2024), thereafter the Employee may subscribe to COBRA health benefits if he chooses.

6. **PAID TIME OFF.** Employee understands there is no PTO granted during the duration of this Agreement and agrees to take time off without pay if needed.

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.** During the time serving as the Interim City Administrator (May 7, 2024 to June 2, 2024), 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.

11. **CONFLICT RESOLUTION.** This Agreement shall supersede any previous agreements and oral understanding 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.

12. **TRANSITION.** The City of Lake Elmo and the Employee agree the Employee will work for a period of time for approximately two weeks at 40 hours/week with the new City Administrator in order to onboard her. Additionally, after this initial period, the Employee agrees to work up to 10 hours per week as directed by the Mayor or current City Administrator on an as-needed basis as an advisor to the new City Administrator or on other special projects or tasks requested by the City.

**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