

**City Administrator / Clerk / Treasurer
City of Breezy Point, Minnesota
Employment Agreement**

AGREEMENT made this 2nd day of June 2025, by and between the City of Breezy Point, a Minnesota municipal corporation ("Employer"), and Allie Polsfuss ("Employee").

The parties agree as follows:

- 1) **POSITION.** Employer agrees to employ Employee as its City Administrator / Clerk / Treasurer. Employee agrees to serve as City Administrator / Clerk / Treasurer in accordance with state statutes, City ordinances and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Council may assign.
- 2) **SALARY.** Employer shall pay Employee a salary of \$147,222.40 (Step E + \$519.60 differential) per year starting July 1, 2025. Employer and Employee agree that an initial performance review will be conducted on Employee after six (6) months and annually thereafter. The Employer agrees to consider an increase in compensation to the Employee to \$152,380 (Step F) dependent upon the results of the annual performance evaluation.
- 3) **SENIORITY.** For purposes of employment benefits such as sick leave, vacation leave, and the like, Employee will be credited with having started their 10th year of employment with the City upon their first day of employment.
- 4) **VACATIONS.** Effective upon Employee's first day of employment, Employee shall be credited with 40 hours of accrued vacation leave. In addition, Employee shall accrue vacation leave in accordance with the City's personnel policies consistent with the seniority established in paragraph 3.
- 5) **SICK LEAVE.** Effective upon Employee's first day of employment, Employee shall be credited with 40 hours of accrued sick leave. In addition, Employee shall accrue sick leave in accordance with the City's personnel policies consistent with the seniority established in paragraph 3.
- 6) **DUES AND SUBSCRIPTIONS.** Employer shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.
- 7) **PROFESSIONAL DEVELOPMENT.** Employer shall budget and pay necessary and reasonable registration, 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 committees thereof which Employee serves as a member. Examples of professional development may include International City/County Management Association, Minnesota City/County Management Association, and the League of Minnesota Cities. Employee shall use good judgment in their outside activities so he will not neglect his primary duties to the Employer.

- 8) **CIVIC CLUB MEMBERSHIP.** Employers recognize the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer; and at Employer's expense.
- 9) **AUTOMOBILE.** If a city vehicle is not available for appropriate use, the Employee shall be paid for mileage reimbursement as per city policy as may be amended.
- 10) **CELL PHONE.** If required for the duties of the position, the city shall provide a city owned cell phone and data plan as per city policy.
- 11) **RELOCATION ASSISTANCE:** The city shall provide a relocation reimbursement of up to \$5,000 to assist with the relocation and household and other relocation expenses. Employee shall have up to twelve months from the date of their employment to utilize these funds. To be eligible for this the employee must reside within 40 miles of Breezy Point.
- 12) **GENERAL EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation as it directly relates to city employment and allowed under the public benefit and city policy.
- 13) **HOURS OF WORK.** It is understood the position 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 may absent herself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.
- 14) **TERM.** Employee will serve for an indefinite term at the pleasure of the City Council. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the City Council to terminate the employment of the Employee at any time, with or without cause, subject only to the provisions of this Agreement. Moreover, nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from this position, subject only to the provisions of this Agreement.
- 15) **TERMINATION AND SEVERANCE PAY.**
 - a) Termination without Cause. The city may terminate this Agreement and remove Employee, without cause, subject to payment of severance as provided by this Subsection. Termination without cause is defined as termination of Employee's employment for any reason other than as defined in Subsection below. If Employee is terminated by the City Council without cause, Employee will be entitled to a lump sum cash payment equal to three months' base salary at time of termination. The City will continue to contribute the city portion of the city sponsored health insurance benefits as provided for in this Agreement for three months or until Employee obtains health insurance coverage elsewhere, whichever is less.
 - b) The employee may request separation without cause only with consent of the Council.
 - i) In exchange for the severance payment, Employee agrees to execute all waivers and releases that the City customarily requires of employees upon separation of

employment with the City, including waivers and releases of specific statutory rights after required waiting periods.

- c) **Termination with Cause.** The city may terminate this Agreement and remove Employee with just cause. If Employee is terminated by the City Council for just cause, Employee will not be entitled to any severance payment. Termination with just cause is defined as termination of Employee's employment for conviction of any felony, conviction of any crime involving moral turpitude damaging the integrity of the City, or misconduct as defined by Minnesota statutes sections 268.095, subd. 6(a) and 609.43.
- 16) **NOTICE OF SEPERATION.** If Employee voluntarily resigns their position with Employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns their position with Employer, there shall be no severance pay due to Employee.
- 17) **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from their position with Employer, subject only to the provisions of this Agreement.
- 18) **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** All provisions of the City Code, the City's Personnel Policies and Practices, and other rules or policies of the City as they now exist or may be amended from time-to-time will also apply to the Employee as they would to other employees of the City, except as expressly set forth in this Agreement.
- 19) **INDEMNIFICATION.** The City agrees to defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties to the extent required by Minn. Stat. § 466.07. The City has the right to compromise and settle any such claim or suit and thereupon pay the amount of any settlement or judgment rendered thereon.
- 20) **ATTORNEY REVIEW.** Employee acknowledges that they have been informed by the City, through the terms of this Agreement, that they are advised to review and discuss the terms of this Agreement with an attorney of their choice prior to signing this Agreement.
- 21) **GENERAL PROVISIONS.** This Agreement constitutes the entire Agreement between the parties and it will be binding upon and inure to the benefits of the heirs, executors, successors and assigns of the parties. This Agreement may only be amended by written instrument executed by both parties, and each provision of this Agreement will be deemed severable. Neither party may assign their rights or obligations under this Agreement without the express written consent of the other party. This agreement supersedes all prior agreements between the parties regarding the matters herein set forth. This Agreement will be construed under the laws of the State of Minnesota.
- 22) **NOTICES.** Any notice required under this Agreement will be deemed given when deposited in the U.S. mail to the following:

City:

Mayor
City Hall, Breezy Point
8319 Co Rd 11,
Breezy Point, MN 56472

Employee:

Allie Polsfuss
4616 Fillmore Ave NW
Maple Lake, MN, 55358

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

THE CITY OF BREEZY POINT

ATTEST:

By _____
Mayor

City Clerk

EMPLOYEE

Allie Polsfuss

Allie Polsfuss