

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 18<sup>th</sup> day of November, 2025, between the City of Long Lake, Minnesota (the "City"), and Amanda Nowezki (the "City Administrator"). The City and the City Administrator are sometimes collectively referred to as the "parties" or each a "party".

### BACKGROUND FACTS

- A. Amanda Nowezki currently serves as the Interim City Administrator and Finance Director for the City of Long Lake. The City wishes to employ the services of Ms. Nowezki as City Administrator of the City of Long Lake, Minnesota.
- B. The City and Ms. Nowezki desire to provide for certain procedures, benefits and requirements regarding the employment of Ms. Nowezki by the City in this position.
- C. Ms. Nowezki wishes to accept employment as City Administrator of Long Lake, under the terms and conditions of this Agreement.

### TERMS OF AGREEMENT

In consideration of the facts set forth above and the mutual promises set forth below, the parties agree as follows:

1. Duties: City agrees to transition Ms. Nowezki from her current position to the position of City Administrator for the City of Long Lake to perform all duties as specified by law, ordinance, and the City's job description for the position, and to perform such other proper duties as assigned by the City Council.
2. Compensation: The City Administrator, shall be placed at Step One of the City Administrator position found on the City's full time wage schedule and receive an annual salary of \$106,368 per year commencing on the position start date of November 24, 2025. The City Administrator shall be paid according to the City's normal payroll calendar; and will receive any cost of living adjustments for staff wages as approved by the council, consistent with the City's annually adopted salary pay plan. The City Administrator will receive a performance evaluation during the month of May 2026, and annually during the month of November thereafter. An adjustment in annual salary for the City Administrator shall be considered at the time annual performance reviews are given by the Council provided a satisfactory performance evaluation is received. For clarity, the first review at which a payment adjustment will be considered will be the City Administrator's one-year review.
3. Terms and Conditions: The City Administrator will serve at the will of the Council and may be terminated with or without cause at any time. Any of the following will constitute termination with cause and would result in no severance:
  - a. Willful neglect of duty.
  - b. Inefficiency or incompetence in office that is not corrected after a reasonable identification of deficiency during a performance evaluation and after being given appropriate opportunity to correct to the satisfaction of the majority of the City Council.
  - c. Malfeasance or nonfeasance in office.

- d. Gross misconduct including, but not limited to, a conviction of a felony or equivalent level offense or a conviction of an illegal act committed for the purpose of personal gain to the City Administrator.

Should the City terminate the employment of the City Administrator without cause during such time that the City Administrator is willing and able to perform the duties of the position, she will receive six (6) months' severance pay and benefits. Additionally, she will have the option to resign and receive six months' severance pay and benefits: (1) if salary or benefits are cut (other than as part of an across-the-board reduction for all supervisory employees), (2) if the City refuses, following written notice, to comply with the terms of this Agreement, or (3) if the Council formally requests her resignation.

If the City Administrator decides to terminate employment, she will provide the City a minimum of 45 days' notice of her intent to terminate, prior to the effective date of such termination. If the City Administrator voluntarily resigns her position with the City, there shall be no termination pay due to the City Administrator; however, same as other non-union City employees, the City Administrator will be eligible to receive payment of accrued leave as outlined in the City's personnel policies, as may be amended from time to time.

4. Minnesota Public Employees Retirement System (PERA): The City will contribute at the same rate as other employees as provided by Minnesota Law. The City shall execute the necessary documents to allow the City Administrator to enroll in a deferred compensation plan selected by agreement of the City and the City Administrator. The City Administrator may contribute to the deferred compensation plan from her own earnings. The City will not contribute to any plan beyond PERA.
5. Insurance Coverage: The City Administrator will be offered insurance coverage at the same rate as other non-union City employees.
6. Vacation: For purposes of calculating vacation, the City Administrator will start employment with the status of an employee reflecting her current years of service to the City and based upon her original start date with the City on December 2, 2019. The Administrator will retain any unused vacation time she has earned to date. Effective on the position start date, she will begin to accrue vacation time consistent with her years of service to the City, as outlined in the City's personnel policies, plus an additional 16 hours per year. The Administrator may carry over vacation hours from year to year as permitted by the City's personnel policies, as may be amended from time to time.
  - a. The parties agree that this grant of additional vacation time is offered in consideration for the City Administrator's agreement herein to provide 45 days' prior notice of her intent to terminate employment, in such event. Accordingly, to qualify as a resignation in good standing and to be eligible for full payout of unused vacation time, the parties agree that the City Administrator must provide 45 days' prior notice to the City of any termination of her employment initiated by the City Administrator.
7. Sick Leave: Commencing on the position start date, the City Administrator will accrue sick leave based upon her status as a City employee from her original start date with the City, per the City's personnel policies, as may be amended from time to time. The City Administrator will retain any unused sick leave earned to date.

8. Holidays: The City Administrator will be granted the same number of holidays as other City employees.
9. It is recognized that the City Administrator must devote a great deal of time outside the normal office hours on business for the City, and to that end, she shall be allowed to establish an appropriate work schedule.
10. Business Expenses: City will reimburse the City Administrator for all reasonable employment related expenses including, but not limited to, meals and one local civic club membership.
11. Automobile Expenses: The City Administrator will receive mileage reimbursement per the City's personnel policies, as may be amended from time to time.
12. Phone: The City Administrator will receive a stipend of \$50 per month (absent an amendment hereto) for the purpose of using her personal cell phone for City business. The City Administrator will make her mobile number available for business use during business and non-business hours.
13. Dues, Subscriptions, and Continuing Education. The City shall budget and provide for the professional dues and subscriptions for the City Administrator which are deemed reasonable and necessary for the City Administrator's participation in national, regional, state and local associations necessary and desirable for the City Administrator's continued professional participation, education, growth and advancement. This shall include but not be limited to the International City/County Management Association (ICMA), Minnesota City/County Management (MCMA) and Minnesota League of Cities. All activities included in this section shall be budgeted for annually and are subject to council approval. The City Administrator may also seek tuition reimbursement for educational opportunities pursuant to the terms of the City's personnel policies, as may be amended from time to time.
14. The City shall budget and pay, up to the amount budgeted, necessary and reasonable registration, travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator to adequately pursue necessary official and other committees thereof which the City Administrator serves as a member. The City Administrator shall use good judgment in her outside activities so she will not neglect her primary duties to the City. Professional development events include, without limitation, the ICMA annual conference, Minnesota State Association Conferences, and Minnesota League of Cities events.
15. Outside Activities: The employment provided for by this Agreement shall be the City Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with her responsibilities under this Agreement. Any such activities shall be pre-approved by the council.
16. Indemnification: The City shall defend and indemnify the City Administrator pursuant to Minnesota Statutes §466.07 and §465.76.

17. Bonding: The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under law or ordinance.
18. General Conditions of Employment: In addition to the benefits cited herein, and subject to the specific exceptions set forth herein, the City shall provide the City Administrator with all benefits that apply to any other employees. The parties agree that, to the extent this Agreement is in conflict with the terms of the City's personnel policies, the terms of this Agreement shall control.
19. Binding Effect: This Agreement shall be binding upon the City and the City Administrator and their respective successors, assigns, and heirs.
20. Severability: If any provision or portion of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.
21. Venue: Any action to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in Hennepin County, Minnesota.

This Agreement is hereby executed by the parties and shall be effective as of the date stated at the beginning of this Agreement.

City of Long Lake, Minnesota

By \_\_\_\_\_  
Charlie Miner  
Mayor

ATTEST:

\_\_\_\_\_  
Jeanette Moeller  
Clerk

City Administrator

By \_\_\_\_\_  
Amanda Nowezki