

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SUNFISH LAKE AND ANN LANOUE**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 1st day of May, 2013, by and between Ann Lanoue ("Lanoue") and the City of Sunfish Lake, a Minnesota municipal corporation ("City"). Subject to the conditions and terms of this Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

**ARTICLE 1
RECITALS**

WHEREAS, the City is a statutory city operating under Optional Plan A form of government pursuant to Chapter 412 of Minnesota Statutes;

WHEREAS, the position of City Treasurer is an appointive position and appointive office created by and subject to the provisions of Minnesota Statutes, Sections 412.591 and 412.141;

WHEREAS, the City finds that Lanoue has the requisite qualifications, skills, background, and experience to fulfill the position of City Treasurer;

WHEREAS, the City desires to appoint and employ Lanoue as the City Treasurer;

WHEREAS, Lanoue desires to accept the appointment and employment as City Treasurer;

WHEREAS, by this Agreement, the City hires Lanoue to fulfill the position and perform the duties of City Treasurer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**ARTICLE 2
TERM**

2.1 Indefinite Term. The indefinite term of this Agreement shall begin on May 1, 2013, and shall continue until terminated by either the City Council or Lanoue by her resignation.

2.2 "At Will" Employment. Lanoue's employment is for an indefinite term to be served at the pleasure of the City Council. Lanoue shall, at all times, be deemed an "at will" employee. The parties agree that the City Council, at any time, at its sole discretion, by a majority vote of the full Council, has the right, with or without adequate cause, to terminate this Agreement and the services of Lanoue and to remove Lanoue from the position of City Treasurer.

2.3 Termination by Lanoue. The parties agree that Lanoue has the right, at any time, to terminate this Agreement and voluntarily resign from the position of City Treasurer. If Lanoue terminates this Agreement and resigns, she must first give the City thirty (30) days advanced written notice of the resignation, including the effective date of the resignation and the last date of employment with the City.

ARTICLE 3
DUTIES OF CITY TREASURER

3.1 Duties of City Treasurer. Lanoue, as City Treasurer, shall perform the following services and activities:

- 1.) Perform all duties, responsibilities, and obligations of the City Treasurer as prescribed by Minn. Stat. § 412.141 and § 412.591.
- 2.) Attend City Council meetings as requested by the Council.
- 3.) Provide a monthly list of bills.
- 4.) Provide monthly financial statements as requested by the Council.
- 5.) Provide a draft budget.
- 6.) Provide financial analysis, forecasts and extrapolations as requested by the Council.
- 7.) Provide historic data with respect to financial matters.
- 8.) Provide financial summaries as requested by the Council.

3.2 Modifications in Duties. The City Council reserves the right, from time to time, to change, clarify, and modify the functions and duties of the position of City Treasurer, and to add or delete functions and duties with respect to this position. If the City Council by written resolution does make a change, clarification, modification, addition, or deletion, then such alteration automatically shall become part of the duties set forth in Section 3.1 of this Agreement, and Lanoue shall perform the duties and functions of the position according to the amended duties.

3.3 Supervision. In her position as City Treasurer, Lanoue shall be subject to the supervision and direction of the City Council.

3.4 Conflicts of Interest. Lanoue shall not engage in non-City employment or activities that would create a conflict of interest with her employment as City Treasurer, as determined by the City Council. Lanoue shall not engage in activities, actions, public displays, or behaviors which are directly contrary to the established policies, goals, programs, and positions of the City Council. Lanoue shall not publicly offer opinions representing them to be the official position of the City on any matter that has not been approved by the City Council for release. Lanoue shall not use or disclose any information or data not otherwise already in the public domain for personal or financial gain. Lanoue shall disclose to the City Council any direct, indirect, or perceived conflicts of interest that Lanoue may have relative to matters appearing before the City Council or as transacted by the City in its routine operations.

ARTICLE 4
MANNER OF PERFORMANCE AND COMPENSATION

4.1 Appointment as City Treasurer. The City does hereby appoint Lanoue to the position of City Treasurer. The City does hereby hire Lanoue as an “at will” employee to perform the services, functions, and duties of the position of City Treasurer.

4.2 Performance Of City Treasurer Duties. Lanoue does hereby agree to perform the services, duties, and functions of the position of City Treasurer, as an “at will” employee for the City.

4.3 Manner Of Performance. Lanoue shall be available as necessary to perform the services, duties, and functions of the position of City Treasurer. Lanoue shall devote whatever time is needed to perform the duties of City Treasurer. Lanoue is responsible to determine her own work schedule in order to ensure that the duties of City Treasurer are performed in a timely and diligent manner. Lanoue shall furnish her own office space, computer hardware and software, office equipment, supplies, materials, and tools necessary to perform the duties of City Treasurer.

4.4 Compensation. As and for compensation for Lanoue’s services as City Treasurer, the City shall pay Lanoue an hourly amount of \$67.63 per hour payable on the last day of each month. Lanoue shall keep accurate time records to show the amount of time worked. The City shall pay all employment taxes required by state and federal law and make all other employment-related withholdings required by state and federal law.

On an annual basis or at such intervals as the parties may agree, the City Council and Lanoue shall review the compensation amount paid to Lanoue and shall determine if any adjustment is warranted. If Lanoue and the City Council agree to an adjustment, the adjustment shall be memorialized by an addendum that shall be added to this Agreement.

Lanoue understands that the position of City Treasurer requires attendance at evening meetings and occasionally weekend meetings. Lanoue understands that her attendance at these meetings is part of her duties as City Treasurer and that the City will not pay her additional compensation or compensatory time for such attendance beyond the regular hourly rate. Lanoue understands that she is not entitled to overtime pay.

4.5 No Additional Compensation or Benefits. Lanoue understands and agrees that she will not receive any paid or accrued vacation, personal leave, sick leave, or holidays; overtime compensation; compensatory time; deferred compensation; medical, dental, health, disability, life, or other insurance; 401K, IRA, or pension payments (other than state mandated contributions, if any, to the Public Employee’s Retirement Association (PERA); or any other fringe benefits.

4.6 PERA. If mandated by PERA, Lanoue shall make the necessary contributions for the employee share as required by the Public Employees Retirement Association of Minnesota (PERA) and the City, if mandated by PERA, shall make the necessary contributions for the employer share as required by PERA.

4.7 Reimbursement. In addition to the compensation set forth in Section 4.4 above, Lanoue shall be entitled to receive and the City shall pay to Lanoue reimbursement for out-of-pocket expenses incurred by Lanoue for the following items:

- a.) Lanoue shall be reimbursed for any necessary out-of-pocket expenses paid to third parties incurred by Lanoue in the course of conducting the City's business, such as copying costs or reimbursement for applications filed on behalf of the City or reimbursement to obtain documents or other data for the benefit of the City.

Lanoue shall not be reimbursed for mileage, travel, meals, entertainment, parking, or other business expenses. Lanoue shall be responsible for providing, at her own expense, the office space, equipment, supplies, tools, and materials necessary to perform the duties of City Treasurer.

4.7 Indemnification. The City shall defend and indemnify Lanoue with respect to the duties performed as City Treasurer pursuant to Minnesota Statutes, Section 466.07.

ARTICLE 5 **MISCELLANEOUS**

5.1 Assignment. This Agreement may not be assigned by any of the parties.

5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any action arising out of this Agreement shall be venued in Dakota County, Minnesota.

5.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5.4 Headings. The subject headings of the paragraphs and subparagraphs and sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of their provisions.

5.5 Acknowledgement of Reasonableness. The parties agree that the provisions in this Agreement are fair and reasonable.

5.6 Entire Agreement. The text herein shall constitute the entire agreement between the parties hereto and shall supersede all prior oral or written agreements.

5.7 Binding Effect. This Agreement shall be binding upon the parties.

5.8 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach whether like or different in nature.

5.9 Severability. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

[The remainder of this page has been intentionally left blank.]

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

ATTEST:

CITY OF SUNFISH LAKE

City Clerk

By: _____

Molly Park
Its: Mayor

ANN LANOUE

Ann Lanoue