

MEMORANDUM

TO: Sunfish Lake Mayor, Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: December 30, 2022
RE: Appointment of Christy Wilcox to the Position of City Clerk/Administrator
January 3, 2023 Council Meeting – Agenda Item 1(b)

Section 1. Background. Attached to this Memo is a Resolution Appointing Christy Wilcox as the City Clerk/Administrator and approving the Employment Agreement of Christy Wilcox.

By this Resolution, the City employs Christy Wilcox as City Clerk/Administrator for an indefinite period until either the City or Christy Wilcox terminates the relationship.

The compensation as stated in the Agreement is \$1,950.00 per month, or \$23,400.00 per year.

The employment begins January 3, 2023.

The description of responsibility is a combination of the Clerk and Administrator duties as they have evolved over the years.

Section 2. Council Action. The Council is asked to approve the attached Resolution at the January 3, 2023 Council meeting.

Attachment

**CITY OF SUNFISH LAKE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 23-__

**RESOLUTION APPOINTING CHRISTY WILCOX
AS CITY OF SUNFISH LAKE CITY CLERK / ADMINISTRATOR
AND APPROVING EMPLOYMENT AGREEMENT WITH CHRISTY WILCOX**

WHEREAS, City Clerk Catherine Iago is retiring and resigning as City Clerk;

WHEREAS, Iago Consulting, LLC is resigning as City Administrator;

WHEREAS, The City Council has determined that the positions of City Clerk and City Administrator shall be combined into one position titled as City Clerk/Administrator;

WHEREAS, the City finds that Christy Wilcox has the requisite qualifications, skills, background, and experience to fulfill the position of City Clerk/Administrator;

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 Clerk is an appointive position and appointive office created by and subject to the provisions of Minnesota Statutes, Section 412.151;

WHEREAS, subject to the attached Employment Agreement, the City desires to appoint and employ Christy Wilcox as the City Clerk/Administrator;

WHEREAS, Christy Wilcox desires to accept the appointment and employment as City Clerk/Administrator.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

- 1.) Christy Wilcox is hereby appointed to the position of City Clerk/Administrator for the City of Sunfish Lake according to the terms and requirements set forth in the Employment Agreement between the City of Sunfish Lake and Christy Wilcox dated January 3, 2023.
- 2.) The Council hereby approves the attached Employment Agreement between the City of Sunfish Lake and Christy Wilcox dated January 3, 2023.
- 3.) The above-referenced appointment and approval are effective upon execution of this Resolution by the Mayor and the existing City Clerk.

Passed this 3rd day of January 2023.

Dan O'Leary, Mayor

ATTEST:

Catherine Iago, City Clerk

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SUNFISH LAKE AND CHRISTY WILCOX

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into and effective this 3rd day of January 2023, by and between Christy Wilcox (“Wilcox”) 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 Clerk/Administrator is an appointive position and appointive office created by and subject to the provisions of Minnesota Statutes, Section 412.151;

WHEREAS, the City finds that Wilcox has the requisite qualifications, skills, background, and experience to fulfill the position of City Clerk/Administrator;

WHEREAS, the City desires to appoint and employ Wilcox as the City Clerk/Administrator;

WHEREAS, Wilcox desires to accept the appointment and employment as City Clerk/Administrator;

WHEREAS, by this Agreement, the City hires Wilcox to fulfill the position and perform the duties of City Clerk/Administrator.

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 January 3, 2023, and shall continue until terminated by either the City Council, or Wilcox by her resignation.

2.2 “At-Will” Employment. Wilcox’s employment is for an indefinite term to be served at the pleasure of the City Council. Wilcox 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 Wilcox and to remove Wilcox from the position of City Clerk/Administrator.

2.3 Termination by Wilcox. The parties agree that Wilcox has the right, at any time, to terminate this Agreement and voluntarily resign from the position of City Clerk/Administrator. If Wilcox 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 CLERK/ADMINISTRATOR**

3.1 Duties of City Clerk/Administrator. Wilcox, as City Clerk/Administrator, shall perform the following services and activities:

- 1.) Perform all duties, responsibilities, and obligations of the City Clerk/Administrator as prescribed by Minn. Stat. § 412.151.
- 2.) Give required notice of each regular and special election, record the proceedings thereof, notify officials of their election or appointment to office, certify to the County Auditor all appointments and the results of all City elections.
- 3.) Keep a minute book, noting therein all proceedings of the City Council.
- 4.) Keep an ordinance book to record at length all ordinances passed by the City Council.
- 5.) As required by Minn. Stat. § 412.151, keep an account book to enter all money transactions of the City including the dates and amounts of all receipts and the person from whom the money was received and all orders drawn upon the Treasurer with their payee and object.
- 6.) Be the custodian of the City's seal and records, and sign the City's official papers.
- 7.) Post and publish notices, ordinances, and resolutions as may be required.
- 8.) Prepare and maintain minutes, ordinances, resolutions, and other official documents pursuant to Minn. Stat. § 412.151, including overall responsibility for records maintained in City network based document management system.
- 9.) Attend and take minutes at all City Council and Planning Commission meetings.

- 10.) Supervise and conduct entire election process pursuant to the Minnesota Statutes relating to federal, state and local elections.
- 11.) Serve as the Responsible Authority and serve as the Data Practices Compliance Official pursuant to the Government Data Practices Act (Minn. Stat. § 13.05).
- 12.) Serve as representative for general public inquiries, either in person or by telephone.
- 13.) Maintain office files and confidential materials.
- 14.) Compose and type correspondence, memoranda, reports, agendas, and other material as requested.
- 15.) Review the files and records of the City in relationship to the City's record retention schedule to determine which files and records must be retained and which files and records can be destroyed.
- 16.) Coordinate, photocopy and distribute City Council packets and informational memo.
- 17.) Upon request of the Mayor or Council, evaluate the City policies and procedures that are currently in place.
- 18.) Compose and type the City newsletter.
- 19.) Maintain False Alarm and Fire Alarm records and send notification for billing purposes to City Treasurer.
- 20.) When requested by the Mayor or Council, attend intergovernmental meetings where the interests of the City are involved. Such meetings include, but are not necessarily limited to, meetings with Dakota County, with the State of Minnesota representatives and agencies and departments, with other cities and metropolitan and regional governmental entities and with the staff of such entities and agencies.
- 21.) When requested by the Mayor or Council, prepare and provide data, comments and recommendations to the City Council and the City Planning Commission as a guide to their policy making functions.
- 22.) When requested by the Mayor or Council, maintain and develop a liaison relationship with other governmental bodies which may have an impact on the City of Sunfish Lake.

- 23.) When requested by the Mayor or Council, make recommendations to the Council concerning any amendments, additions or deletions to the City Code.
- 24.) Keep informed and abreast of developments and policies of other governmental bodies which may have an influence on the City of Sunfish Lake and recommend any necessary action to be taken by the City with respect to other governmental bodies.
- 25.) In cooperation with the City Planner, City Engineer, and City Attorney, supervise and monitor preparation of the City's comprehensive plan and preparation of the City's capital improvement program and make recommendations concerning both the City's comprehensive plan and the City's capital improvement program.
- 26.) When requested by the Mayor or Council, provide to the Mayor or Council observations, recommendations and status reports concerning the work and activities of the other consultants employed by the City.
- 27.) Perform such other general duties and services as may be assigned by the Council that are not otherwise inconsistent with the duties of administering the affairs of the City or otherwise inconsistent with the specific duties and responsibilities set forth in this Section 3.1.

3.2 Modifications in Duties. The City Council reserves the right to change, clarify, and modify the functions and duties of the position of City Clerk/Administrator, 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 Wilcox shall perform the duties and functions of the position according to the amended duties.

3.3 Supervision. In her position as City Clerk/Administrator, Wilcox shall be subject to the supervision and direction of the City Council.

3.4 Conflicts of Interest. Wilcox shall not engage in non-City employment or activities that would create a conflict of interest with her employment as City Clerk/Administrator, as determined by the City Council. Wilcox 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. Wilcox 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. Wilcox shall not use or disclose any information or data not otherwise already in the public domain for personal or financial gain. Wilcox shall disclose to the City Council any direct, indirect, or

perceived conflicts of interest that Wilcox 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 Clerk/Administrator. The City does hereby appoint Wilcox to the position of City Clerk/Administrator. The City does hereby hire Wilcox as an “at-will” employee to perform the services, functions, and duties of the position of City Clerk/Administrator.

4.2 Performance of City Clerk/Administrator Duties. Wilcox does hereby agree to perform the services, duties, and functions of the position of City Clerk/Administrator, as an “at-will” employee for the City.

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

4.4 Compensation. As and for compensation for Wilcox’s services as City Clerk/Administrator, the City shall pay Wilcox a monthly salary in the amount of \$1,950.00, payable on the last day of each month. 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 Wilcox shall review the compensation amount paid to Wilcox and shall determine if any adjustment is warranted. If Wilcox and the City Council agree to an adjustment, the adjustment shall be memorialized by an addendum that shall be added to this Agreement.

Wilcox understands that the position of City Clerk/Administrator requires attendance at evening meetings and occasionally weekend meetings. Wilcox understands that her attendance at these meetings is part of her duties as City Clerk/Administrator and that the City will not pay her additional compensation or compensatory time for such attendance. Wilcox will manage her time so that she is not working overtime.

4.5 No Additional Compensation or Benefits. Wilcox 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 Employees Retirement Association (PERA); or any other fringe benefits.

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

- a.) Wilcox shall be reimbursed for any necessary out-of-pocket expenses paid to third parties incurred by Wilcox 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.

Unless the Council authorizes otherwise, Wilcox shall not be reimbursed for mileage, travel, meals, entertainment, parking, or other business expenses. Unless the Council otherwise approves reimbursement, Wilcox shall be responsible for providing, at her own expense, the office space, equipment, supplies, tools, and materials necessary to perform the duties of City Clerk/Administrator.

4.7 Indemnification. The City shall defend and indemnify Wilcox with respect to the duties performed as City Clerk/Administrator 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.

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

CITY OF SUNFISH LAKE

By: _____
Dan O'Leary
Its: Mayor

ATTEST:

Catherine Iago, City Clerk

CHRISTY WILCOX

Christy Wilcox