

## **City of Ramsey, Minnesota City Administrator Employment Agreement**

This Agreement is made this 14th day of June, 2022, by and between the City of Ramsey, Minnesota, a Minnesota Charter City (“Employer”) and Brian Hagen, (“Employee”)

The parties agree as follows:

1. **POSITION**. Employer agrees to employ Employee as its City Administrator. Employee agrees to serve as City Administrator in accordance with federal and state statutes, the Employer’s Charter, and ordinances and the Code of Ethics of the International and Minnesota City Management Associations, and to perform such other legal permissible and proper duties and functions as the City Council shall from time-to-time assign.
2. **PENSION PLAN**. Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by the Employee, authorized by State law.
3. **SALARY**. Employer shall pay Employee an annual salary of \$145,017, Step 2 of the 2022 Wage Scale, per year starting on June 15, 2022. Employer and Employee agree that an initial performance review will be conducted on Employee after 6 months and annually thereafter. The Employer agrees to increase the compensation to the Employee dependent upon the results of the performance evaluation. An increase will be granted if the Employee meets the overall expectations of the Employer. If a performance evaluation is not conducted, then a salary step and COLA adjustment shall automatically occur on the anniversary date.
4. **BENEFITS AND SICK LEAVE**. Sick hours accrued under his role as Deputy City Administrator/Community Development Director shall roll-over to the Employee’s City Administrator position. Annual benefits and sick leave shall accrue thereafter in accordance with the Employer’s personnel policies.
5. **VACATIONS**. Vacation hours accrued under his role as Deputy City Administrator/Community Development Director shall roll-over to the Employee’s City Administrator position. Additionally, for the purpose of vacation benefits Employee shall be considered in his seventh anniversary on the effective date of this Agreement. Annual vacation benefits shall accrue thereafter in accordance with the Employer’s personnel policies.

6. **GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, dental, life and disability insurance benefits as provided to all other non-union employees.

7. **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.

8. **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. Employee shall use good judgment in Employee's choice of outside activities so as to not neglect his primary duty to the Employer.

Professional development includes, but is not limited to, annual attendance at the ICMA national conference, the State MCMA conference and the League of Minnesota Cities annual conference. Further, both parties may agree, on a case-by-case basis, for formal additional academic training of a sort to enhance Employee's skills and ability at his position.

9. **CIVIC CLUB MEMBERSHIP.** Employer recognizes 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.

10. **AUTOMOBILE EXPENSE.** Employer shall reimburse Employee for the reasonable use of a vehicle for job-related travel at a flat rate of \$400 per month.

11. **GENERAL EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided with appropriate documentation.

12. **HOURS OF WORK.** It is understood the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time off shall not be allowed for such additional expenditures of time, which are to be considered part of the Employee's normal job duties as City Administrator. The Employee shall be allowed to

flex his schedule in order to accomplish his duties and his personal responsibilities as long as it does not in any way materially impair his employment activities.

13. **TERMINATION BENEFITS.** In the event Employee is terminated within two years of the initial date of this agreement by the Employer during such time that Employee is willing and able to perform the duties of City Administrator, then in that event, Employer agrees to pay Employee at the time of receipt of Employee's last paycheck a lump sum cash payment in the amount equal to three months aggregate salary and to continue to provide and pay for the benefits in paragraph 7 for a period of three months, following termination. For any such termination occurring more than two years after the aforesaid date, then Employer agrees to pay Employee at the time of receipt of Employee's last paycheck a lump sum cash payment in the amount equal to six months aggregate salary and to continue to provide and pay for the benefits in paragraph 7 for a period of six months, following termination

If, however, the termination because of malfeasance in office, gross misconduct, conviction of a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the aforementioned termination benefits.

If the Employee voluntarily resigns the City Administrator position within two years of the date of this Agreement, Employee agrees to give the Employer sixty (60) days advance notice. Thereafter, the Employee agrees to give the Employer forty-five (45) days. If the Employee voluntarily resigns as City Administrator, there shall be no termination pay due to Employee.

If the Employer reduces the salary, benefits, or any other compensation of the Employee, unless all City employees are reduced by the same percentage, such action shall constitute a termination other than for cause, unless otherwise agreed to by the parties.

14. **AMENDMENTS IN WRITING.** The parties may mutually agree to amend this Agreement at any time in writing.

15. **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 as City Administrator, subject only to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the Employer has caused the Agreement to be signed and executed on its behalf by its Mayor, Mark E. Kuzma, and Employee has signed this Agreement, in duplicate, the day and year first written above.

**EMPLOYER, CITY OF RAMSEY, MINNESOTA :**

**EMPLOYEE:**

\_\_\_\_\_  
BY: Mark E. Kuzma, It's Mayor

\_\_\_\_\_  
BY: Brian Hagen, EMPLOYEE