



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** July 22, 2025

**Title of Item:** Approve County Administrator Employment Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
<b>Submitted by:</b> Bobbie Danielson		<b>Department:</b> Human Resources
<b>Presenter (Name and Title):</b> Bobbie Danielson, HR Director		<b>Estimated Time Needed:</b> N/A Consent Agenda
<b>Summary of Issue:</b> <p>The employment background check results came back very positively, and everything looks great. Please find a County Administrator employment agreement attached for your approval. Highlights include:</p> <p>Start Date: September 8, 2025</p> <p>Salary &amp; Reviews: \$164,115.46 starting. Includes a 6-month review, then annual reviews each January.</p> <p>Benefits: Credited with 15 years completed service for PTO accrual and receives 80-hour PTO bank at hire; standard county benefits and holidays.</p> <p>Professional Dues: County covers dues (AMC, MACA, ICMA) and reasonable professional development expenses.</p> <p>Termination Clause: At-will position; 6 months' base salary if terminated without cause; no severance if employee resigns. At least 45 days' advance written notice to the Employer if employee voluntarily resigns.</p> <p>Refer to the attached agreement for complete details.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b> <p>A point of clarification Re: PTO in the event of a termination. Policy would apply. Currently reads: Upon separation of service, the EE will be paid for any unused PTO, up to the max accrued amount, unless the EE is terminated because of an illegal act regardless of whether any legal remedies are pursued or whether any conviction results. In the event of the death of an EE, the employee's accumulated vacation credits shall be paid to the employee's estate.</p>		
<b>Recommended Action/Motion:</b> <p>Motion to approve the attached Employment Agreement by and between the County of Aitkin and David Minke, effective September 8, 2025.</p>		
<b>Financial Impact:</b> <p>Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What is the total cost, with tax and shipping? \$ As outlined in the agreement.</p> <p>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i></p> <p>This is a budgeted position. The 2025 budget includes a salary of \$139,463. Since the position has been vacant since April 3, 2025, and will not be refilled until September 8, 2025, sufficient funds remain in the 2025 (01-052) budget to cover the salary for the remainder of the year. Refer to the agreement for the 2026 and 2027 amounts to be budgeted.</p>		

Legally binding agreements must have County Attorney approval prior to submission.

# EMPLOYMENT AGREEMENT

**AGREEMENT** made this 8th day of September, 2025, by and between the  
COUNTY OF AITKIN ("Employer"), and David Minke ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its County Administrator.  
Employee agrees to serve as County Administrator in accordance with state statutes, County ordinances, the Aitkin County 'County Administrator' position description (copy attached), 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 County Board shall from time to time assign.
2. **PERSONNEL POLICY.** This position is covered by the Aitkin County Personnel Policy, except as otherwise modified or referenced below.
3. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee.
4. **SALARY.** Employer shall pay Employee a salary as outlined below:

Date	Annual Salary <sup>1</sup>
2025 (hire date)	\$ 164,115.46
1/1/2026	\$ 170,680.07
1/1/2027	\$ 177,507.28

<sup>1</sup> *The annual salary will be pro-rated for any partial years of employment.  
The Employee will be paid on a bi-weekly basis in accordance with the County's regular payroll schedule.*

Employer and Employee agree that an initial performance review will be conducted on  
Employee after six (6) months and annually thereafter, in January.

5. **SENIORITY.** For purposes of employment benefits such as Paid Time Off (PTO), Employee will be credited with having completed fifteen (15) years of employment with the County upon his first day of employment. In addition, employee will be provided with an 80 hour PTO bank at time of hire. [Payroll Note: The 80-hour PTO bank provided at the time of hire is separate from the employee's regular accrual and will not affect the rate of PTO accumulation during the first year.]

<b>Annual Completed Years of Service</b>	<b>Rate of Accumulation PTO Days per Month</b>	<b>Annual Days of PTO</b>
0	2.00  (New full-time employees will be provided 40 hours of PTO at time of hire so their rate of accumulation for the first year will be adjusted accordingly.)	24
3	2.25	27
5	2.50	30
10	2.75	33
15+	3.00	36

PTO cash out may be available in accordance with terms of the Personnel Policy, provided the added remuneration beyond the wage scale maximum will not place the Employer out of pay equity compliance.

6. **HOLIDAYS.** Employer shall provide Employee the same paid holidays as provided in the County's Personnel Policy.

7. **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. Employees who waive health insurance coverage may be eligible for a waiver plan, as outlined in the County's Personnel Policy, provided the added remuneration beyond the wage scale maximum will not place the Employer out of pay equity compliance.

8. **DUES AND SUBSCRIPTIONS.** Employer shall budget and pay for the following professional dues and subscriptions for Employee: AMC, MACA, and ICMA, which are necessary and desirable for Employee's continued professional participation, growth and advancement.

9. **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 his outside activities so he will not neglect his primary duties to the Employer.

10. **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 so long as the request for reimbursement is consistent with the public purpose doctrine as determined by the County Auditor, meaning public funds may only be expended for a public purpose.

11. **HOURS OF WORK.** It is understood that the position of County Administrator occasionally requires attendance at meetings outside of the normal business hours. 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 the Employee may reasonably adjust his work schedule to accommodate such extraordinary time commitments.

12. **TERMINATION.** Both parties agree that the County Administrator position is unclassified and that this is an at-will employment relationship. The County Administrator serves at the will of the County Board. This employment agreement can be terminated at any time by either party for any reason without the need to indicate or prove a specific reason or cause. If the Employee is terminated for just cause, including but not limited to malfeasance in office, gross misconduct, disgraceful conduct whether occurring during the performance of Employee's official duties or off-duty, conviction of a gross misdemeanor or felony, performance of any job-related acts that endanger the property or personal safety of themselves or another person, or conviction of an illegal act involving personal gain, the Employer shall have no obligation to provide severance pay.

In the event that Employee is terminated by the Employer without cause during such time that Employee is willing and able to perform the duties of County Administrator, the Employer shall provide a one-time lump sum payment equivalent to six (6) months of the Employee's base salary. This amount refers to wages only and excludes insurance premiums, waivers, benefits, or any other associated costs or forms of compensation, including but not limited to paid leave earnings (such as PTO, personal leave, holidays and other paid leave earnings), mileage reimbursement, training or tuition allowances, HSA, VEBA, MSRS HCSP or deferred compensation contributions, employer-paid retirement contributions, reimbursements, or other fringe benefits. The payment shall be subject to normal and customary payroll withholdings and taxation and shall be payable after all applicable settlement agreement rescission periods expire (typically 14 to 21 days), in exchange for a signed separation agreement and release and waiver of all claims. No continuation of insurance or other benefits shall be provided beyond the termination date.

If Employer at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, then Employee may, at his option, be deemed to be "terminated" and the Employee shall also be entitled to receive the termination benefits set forth above. *Such election must be*

*made in writing and delivered to the Employer within thirty (30) calendar days of the effective date of the reduction; otherwise, the right to exercise this option shall be deemed waived.*

If the Employee voluntarily resigns from employment, the Employee agrees to provide at least forty-five (45) days' advance written notice to the Employer. The Employer reserves the right to waive or reduce the required notice period at its discretion. In the event of voluntary resignation, the Employee shall not be entitled to any severance pay.

13. **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 his position with Employer, subject only to the provisions of this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been approved by the Aitkin County Board of Commissioners on July 22, 2025, and Employee has signed this Agreement on the date noted below.

FOR THE EMPLOYER

EMPLOYEE

\_\_\_\_\_  
J. Mark Wedel, Board Chair

\_\_\_\_\_  
David Minke

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

County Attorney – approved as to form.

\_\_\_\_\_  
James P. Ratz

\_\_\_\_\_  
Date