

## EMPLOYMENT AGREEMENT

This **AGREEMENT** ("Agreement") made as of the 25th day of January 2022, by and between the City of Marshall ("Employer") and E.J. [Eric] Moberg ("Employee").

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

**1. POSITION.** Employer agrees to employ Employee as its Director of Administrative Services. Employee agrees to serve as Director of Administrative Services in accordance with the position description attached hereto as Appendix A, as such description now exists or may be amended from time to time, and in accordance with state statutes, City Charter and City ordinances, City policies, and other workplace expectations, and to perform such other legally permissible and proper duties and functions as are contained herein or as the City Council shall from time to time assign to Employee.

**2. TERM OF EMPLOYMENT.** Employee shall commence employment with Employer under the terms of this Agreement on February 28, 2022 and shall continue until such employment is terminated in accordance with this Agreement.

**3. PENSION PLAN.** Employer shall contribute to Minnesota Public Employees Retirement Association (PERA) as required by State law for Employee or an alternate pension plan, if selected by Employee and authorized by State law.

**4. SALARY.** Employer shall pay Employee a gross salary of \$114,587.20 per year effective February 28, 2022 prorated and payable consistent with the City's normal payroll practices and subject to any authorized withholdings. Employee shall be eligible for a salary increase, if applicable, resulting from implementation of the 2021-2022 compensation study at the same time and under the same conditions as granted to other non-union employees. Thereafter, Employee shall be

eligible for future salary adjustments at the same time as they are granted to other management employees, subject to a satisfactory performance evaluation. Deductions from Employee's salary may be made as permitted by law.

**5. SICK LEAVE.** Effective February 28, 2022, Employee shall be credited with 60 hours of accrued sick leave. Thereafter, Employee shall accrue sick leave as provided to and under the same conditions as all other non-union employees. Accrued sick leave may be carried over from year to year as provided to and under the same conditions as all other non-union employees.

**6. VACATION LEAVE.** Effective on February 28, 2022, Employee shall be credited with 60 hours of vacation leave. For the purposes of accruing vacation leave, Employee is credited with 15 years and 0 months of public service. Effective on February 28, 2022, Employee shall begin accruing vacation leave at the rate of a 15-year employee as provided to and under the same conditional as all other non-union employees. Accrued vacation leave may be carried over from year to year as provided to and under the same conditions as all other non-union employees.

**7. HOLIDAYS.** Employee shall be compensated for holidays as provided to and under the same conditions as all other non-union employees.

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

**9. DEFERRED COMPENSATION.** The Employer shall make available the option for payroll deductions from gross salary to deferred compensation and/or Roth elective deferral programs as provided to and under the same conditions as all other non-union employees.

**10. DUES AND SUBSCRIPTIONS.** Employer shall budget for and pay the professional dues and subscriptions for Employee, which the Employer deems 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. Employer commits to cover the cost of membership with the American Institute of CPAs (AICPA), Minnesota Society of Certified Public Accountants, and/or similar professional association.

**11. PROFESSIONAL DEVELOPMENT.** Employer shall pay the ordinary, reasonable and necessary travel and subsistence expenses of Employee for professional and official travel, meetings and occasions the Employer deems adequate to continue the professional development of Employee and for Employee to represent Employer on official bodies or groups of which Employer is a member. Employee shall use good judgment in his outside activities, so he will not neglect his primary duties to the Employer. Employer shall also pay the ordinary, reasonable and necessary travel and subsistence expenses of Employee for short courses or seminars, which the Employer deems appropriate for his professional growth. Expenses for professional development shall be reimbursed in accordance with the Employer's policies for reimbursement. Employer commits to cover the cost of registration, travel, and other associated expenses, in accordance with the Employer's policies for reimbursement, of continuing professional education required to keep the Employee's CPA license active.

**12. CELL PHONE.** At the Employee's choice; the Employee will be paid a monthly cell phone allowance as specified in City policy, or Employee shall be authorized to utilize a City-issued cell phone. Employee understands the use of a personal cell phone for employment purposes is subject to data requests.

**13. ELECTRONIC DEVICE.** Employee shall be authorized to utilize a City-issued electronic device for City and personal business subject to applicable electronic use policies afforded to all employees.

**14. COMMUNITY PARTICIPATION.** Employer shall reimburse Employee for the membership dues of a community service organization of Employee's choice as appropriate under

Minn. Stat. § 471.96, as the same may be amended. Meals and other charges associated with membership shall not be reimbursed by the Employer.

**15. JOB-RELATED EXPENSES.** Employer shall reimburse Employee for job-related expenses, which are incurred by Employee and are submitted by Employee in accordance with Employer's policies for reimbursement.

**16. FRINGE BENEFITS.** Employee will receive fringe benefits to the extent of and under the same terms as full-time, nonunion employees of the City to the extent such benefits and terms are not inconsistent with the terms of this Agreement.

**17. HOURS OF WORK.** Employee agrees to perform the duties specified in this Agreement at the times and locations determined by Employer. Employee shall devote all Employee's professional time, attention, knowledge and skills solely to the business and affairs of Employer. Employee will work on a "full-time" basis, as determined by Employer under its policies so as to meet the business needs of Employer. It is understood that the position of Director of Administrative Services requires attendance at evening meetings and occasionally weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional or extraordinary expenditures of time. It is further understood, however, that Employee may be absent himself from the office to a reasonable extent during normal business hours following federal and state Fair Labor Standard Acts regulations of an exempt employee, in consideration for extraordinary time spent in evening and weekend meetings.

**18. TERMINATION BENEFITS.** In the event that Employee is terminated by Employer during a time when Employee is willing and able to perform the duties of Director of Administrative Services, then Employer agrees to pay Employee, at the time of receipt of his last pay check, a lump sum cash payment equal to six (6) months' salary and to continue to provide and pay for the Employer's share of the Employee's health benefits as provided to other non-union

employees for a period of six (6) months following termination (collectively, "termination benefits"). Payment of accrued vacation at the time of separation shall be paid to Employee as provided to and under the same conditions as all other non-union employees. Employee shall be paid his accrued sick leave at the time he leaves employment as provided to and under the same conditions as all other non-union employees. However, in the event Employee is terminated because of (1) his malfeasance in office, (2) gross misconduct, (3) conviction of a crime resulting from his employment with Employer, (4) conviction for an illegal act involving personal gain to Employee, (5) Employee's breach of any material obligations under this Agreement or any other agreement with Employer, (6) Employee's willful and/or repeated failure or refusal to perform or observe Employee's duties, responsibilities and obligations to Employer, (7) Employee's use of alcohol or other drugs in a manner which affects the performance of Employee's duties, responsibilities and obligations to Employer, (8) Conviction of Employee, or plea of *nolo contendere*, for a felony or of any crime involving theft, mismanagement, fraud or moral turpitude, or (9) Commission by Employee of any other willful or intentional act which could reasonably be expected to injure the reputation of Employer and/or Employee, then Employer shall have no obligation to pay the termination benefits provided in this paragraph.

If Employer, at any time during the employment term, reduces the salary or other financial benefits of Employee by a greater percentage than an across-the-board reduction for all non-union employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee, or if Employee resigns following a formal suggestion by Employer that he resign, then Employee may, at his option, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee shall be entitled to receive the termination benefits set forth above.

If Employee voluntarily resigns his position with Employer, Employee agrees to give

Employer forty-five (45) days advance notice. If Employee voluntarily resigns his position with Employer, there shall be no termination benefits due to Employee, except for payment of vacation at time of separation shall be paid to Employee as provided to and under the same conditions as all other non-union employees, and accrued sick leave at the time he leaves employment as provided to and under the same conditions as all other non-union employees.

**19. DEATH OR DISABILITY BENEFITS.** If Employee's employment is terminated due to Employee's death or disability, regardless of the date of termination, Employee or Employee's estate or heirs, as appropriate, shall only be paid (i) Employee's earned salary and accrued paid leave not paid; (ii) any unpaid expense reimbursements; and (iii) any benefits payable under any life insurance policy maintained by Employer for the benefit of Employee, subject to the terms and conditions of such policy.

**20. TERMINATION 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, without cause, subject only to the provisions of this Agreement and the City Charter. 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.

**21. INDEMNIFICATION.** Employer shall defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer shall defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided Employee was acting in good faith in the performance of the duties of his position at the time in question and was not guilty of malfeasance in office or willful neglect of duty.

**22. VOLUNTARY AND KNOWING ACTION.** The parties, by executing this

Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

**23. AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

**24. GOVERNING LAW.** This Agreement and all questions arising in connection with it shall be governed by the laws of the State of Minnesota. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**25. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, Employee's heirs and legal representatives.

**26. ASSIGNMENT.** The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.

**27. ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties and between Employee and any other former employer relating to the same subject matter. The parties have made no agreements, representations, or warranties relating to the subject matter of this Agreement which are not set forth herein. This Agreement may be amended only if it is in writing and signed by each of the parties.

**28. SEVERABILITY.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this

Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

**29. WAIVER.** The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. No waiver of any provision of this Agreement shall constitute waiver of any other provision or a waiver of the same provision at any later time.

**30. ARBITRATION OF DIFFERENCES.** Any breach or dispute arising out of, or regarding the interpretation of, this Agreement shall be submitted to the Minneapolis Regional Office of the American Arbitration Association for binding arbitration of said dispute(s) pursuant to the rules and procedures thereof. This article shall not preclude Employee from submitting a breach or dispute arising out of, or regarding the interpretation of, this Agreement initially through any internal City appeal or grievance process.

**31. HEADINGS.** Headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Agreement.

**32. NOTICE.** All notices required under this Agreement shall be in writing and shall be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may designate by written notice to the other. Mailed notices shall be deemed to have been given at the time posted plus three business days.

*Remainder of page left intentionally blank*



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

**EMPLOYER:**

By: \_\_\_\_\_  
Robert J. Byrnes, Its Mayor

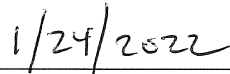
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kyle Box, Its City Clerk

\_\_\_\_\_  
Date

**EMPLOYEE:**

  
\_\_\_\_\_  
E.J. Moberg

  
\_\_\_\_\_  
Date

## APPENDIX A

### CITY OF MARSHALL Job Description

POSITION TITLE: Director of Administrative Services	DATE: April 2021
DIVISION: Administration	FLSA STATUS: Exempt
ACCOUNTABLE TO: City Administrator	UNION STATUS: NA
	HAY POINTS: 830

#### SUMMARY OF POSITION

This professional, supervisory position, performs administrative and policy work and assists in the planning and coordinating of administrative functions and responsibilities for the City and performs related work as required. The position is also responsible to provide effective leadership in the administration and management of all City financial functions including accounting, budgeting, cash management, investments, debt management, and risk management activities of the City and to assure completeness, accuracy, timeliness, and utility of financial and management data, records, and reporting.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Responsible for the coordination of the administrative functions of the Administration Department. Serves as a resource on administrative and operational processes for the departments and provides guidance, assistance, and back-up functions on a wide variety of tasks and processes.
2. Provide analyses, guidance, and recommendations to the City Administrator and City Council for establishing long and short-range financial goals, budget and financial management plans, and implementation of strategies to ensure a high level of financial planning and management.
3. Plan, develop, and implement sound financial accounting policies, practices and controls in accordance with generally accepted accounting principles (GAAP). Perform internal audit functions to ensure compliance with reporting requirements.
4. Plan, implement, evaluate, and supervise the financial applications, policies and procedures of the City.
5. Maintain a system of financial control and debt management to protect the financial condition of the City and its operations.
6. Analyze financial operations to ensure proper internal controls are in place; establishes policies and procedures and ensures their implementation.
7. Manage and direct the operations of the Finance Department and staff including: interview and recommending hire, assigning and reviewing work, training and coaching, recommending and administering reward and discipline, and conducting performance evaluations.
8. Provide administrative direction and operational oversight for the Liquor Store; supervise the Liquor Store Manager; provide a variety of financial reports/information to assure the store is meeting the goals and objectives as set forth by the Council.
9. Identify and obtain funding sources for public improvements, building projects, capital equipment, and other projects as directed.
10. Provide analysis, guidance, and recommendations to the City Administrator on Tax Increment Financing (TIF), Tax Abatement programs, Community Revolving Investment Fund (CRIF), Economic Development Authority (EDA) fund, and other special incentives for development of industrial, commercial, and residential programs.
11. Assist the City Administrator and EDA in development of source and use statements associated with public financing involvement in private projects.
12. Assist the City Administrator and staff with franchise agreements, contracts, and major purchases.
13. Provide assistance to the City Administrator in preparation, establishment, and accounting of Tax Increment and Tax Abatement programs. Calculate estimated tax increment for Tax Increment Financing (TIF) projects and prepare annual state auditor tax increment reports.
14. Assist Financial and Bond Counsel on all City bond issues and coordinate the information needed for the official bond offering statements. Coordinate with the City Administrator and oversee the issuance of bonds and debt service schedules.
15. Maintain department budget records and reports; authorize billing as directed; prepare budget planning documents and presentations.

16. Under the direction of the City Administrator, assist with overall budget preparation and administration including tracking revenues and expenditures of various City funds and departments.
17. Prepare or oversee the preparation of monthly financial statements, verifying the accuracy of accounting transactions and ensuring proper documentation is maintained.
18. Establish, maintain, and update files, databases, records, and/or other documents; develop and maintain data, and perform routine analyses and calculations in the processing of data for recurring internal and external reports.
19. Create and maintain schedules and work papers of infrastructures, assets and depreciation, construction in progress and contributed capital for the annual audit and assists the audit firm as requested.
20. Analyzes records of financial transactions to determine accuracy and completeness of entries. Identified discrepancies, if any, and assists with corrections and/or adjustments needed; creates journal entries.
21. Maintain records for the reporting on the Tax Increment Financing (TIF) Districts.
22. Responsible for the direction of the financial management software operations and maintenance. Assist with the maintenance, updates of, review, organizing, and implementation of the City's financial software applications.
23. Oversee payments and schedules on all City debt service bond issues.
24. Prepare the annual certification of special assessments to the Lyon County Auditor. Record and distribute collections of special assessments from County and property owners to appropriate funds. Maintain a record of the City's special assessments.
25. Oversee the Finance Director in the preparation of the City's annual audit, including preparing audit schedules, audit work papers, and various compliance forms.
26. Prepare or assist with the preparation and distribution of scheduled and/or ad hoc statistical and narrative reports; perform basic information gathering and analysis and/or forecasting, as specifically directed.
27. Oversee the preparation of the year-end financial reports and year-end closure of financial system.
28. Research, analyze, and report on special projects.
29. Represent the City at county or state meetings relative to financial matters in which the City could have an interest.
30. Attend all City Council meetings. Attend other committee meetings, as needed or directed.
31. Attendance is an essential function of this position.
32. Perform other duties as assigned.

*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.*

#### **MINIMUM QUALIFICATIONS**

- A. Bachelor's degree in Accounting, Public Administration, Urban Planning, Business Administration, or related field.
- B. Three (3) years' experience in governmental accounting or auditing experience.
- C. Two (2) years' experience government administration, preferably in a City or County.  
*Equivalent combination:* A Master's degree in a related field will be counted as two (2) years of experience if a local government internship was completed.
- D. Two (2) years supervisory experience.
- E. Experience with Excel spreadsheets and accounting software applications.
- F. Knowledge of Generally Accepted Accounting Principles as they apply to governmental procedures and practices.

#### **DESIRABLE QUALIFICATIONS**

Extensive knowledge of automated governmental accounting systems.

Five (5) years' experience in governmental accounting and financial recordkeeping.

Certified Public Finance Officer (CPFO)

#### **ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES**

- Knowledge of office practices, procedures, and standard office and accounting equipment.
- Knowledgeable of data processing procedures and applications.
- Knowledge of the laws, ordinances and regulations governing the operations of the City.
- Knowledgeable of insurance policies, coverages and claims processing.
- Knowledgeable of employee benefits.
- Knowledge of the principles and practices of municipal finance accounting, auditing, budgeting, and reporting and recordkeeping requirements.

- Knowledge and experience in the maintenance of fixed assets and debt records.
- Knowledge of special assessments.
- Skill in the utilization of financial software modules related to payroll, accounts payable, accounts receivable, project accounting, general ledger and cash collections.
- Skill in the efficient use of spreadsheet applications.
- Skill in the utilization of Microsoft Office Outlook, Word, and Excel applications to present and format information/data into meaningful reports, presentations, and correspondence.
- Organization and data management skills in performing interoffice administrative coordination, routine accounting transactions, and internal tracking of documents.
- Records maintenance and filing skills, including the ability to scan documents to Laserfiche.
- Demonstrate excellent organizational and time management skills in managing competing priorities and critical deadlines.
- Ability to plan, organize and direct the work of the accounting and clerical personnel and to develop improvements in municipal financial management.
- Ability to answer inquiries and complaints knowledgeably and efficiently using tact and courtesy.
- Ability to follow oral and written instructions in detail with accuracy and efficiency.
- Ability to enter data with speed and accuracy as well as to recognize, trace, and correct errors.
- Ability to work independently.
- Ability to maintain confidential and/or sensitive information, accurate records, and files related to personnel and business needs.
- Ability to establish and maintain effective working relationships with division/department supervisors, public officials and the general public.

#### **SUPERVISION EXERCISED**

This position supervises the Finance Director and Liquor Store Manager.

#### **SUPERVISION RECEIVED**

General supervision by the City Administrator.

#### **PUBLIC CONTACTS**

Continuous contacts with City departmental personnel, City Attorney, City Council and the general public. Other contacts include but are not limited to: SW Regional Development Commission, League of MN Cities, auditors, lending institutions, PERA, insurance agencies, MCFOA and GFOA, and other local, State and Federal agencies.

#### **PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT**

*The physical demands and work environment characteristics described here are representative of those an employee encounters and must be met by an employee to successfully perform the essential functions of this job.*

*Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Performing the duties of this job require the use of equipment including but not limited to: computer, calculator, copier, printer, fax machine, typewriter, transcriber, telephone and other general office equipment.

See attached Physical Requirements and Working Conditions form.

#### **NON-DISCRIMINATION POLICY/EEO POLICY**

The City of Marshall provides equal employment opportunity in accordance with applicable state and federal laws, directives, and regulations. The City will not discriminate against any employee or applicant for employment on the basis of any class protected by state or federal law.