



**CITY OF SHOREVIEW
AGENDA
CITY COUNCIL
Monday October 25, 2021
5:00 PM**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **GENERAL BUSINESS**
 - 5.a [Approve employment agreement with Brad Martens for city manager position](#)
6. **SPECIAL ORDER OF BUSINESS**
7. **ADJOURNMENT**

*** Denotes items that require four votes of the City Council.**

Memorandum

TO: City Council
FROM: Renee Eisenbeisz , Assistant City Manager
DATE: October 25, 2021
SUBJECT: Approve employment agreement with Brad Martens for city manager position
ITEM NUMBER: 5.a
SECTION: GENERAL BUSINESS

REQUESTED MOTION

To approve the employment agreement with Brad Martens for the city manager position.

INTRODUCTION

The city council is being asked to approve the employment agreement with Brad Martens for the city manager position.

DISCUSSION

In August, the city advertised the city manager position and received 45 applications. Of the 45 applications, the city council selected eight semi-finalists to be interviewed by a sub-committee. The sub-committee, consisting of Mayor Sandy Martin, Councilmember Sue Denkinger, Assistant City Manager Renee Eisenbeisz, Public Works Director Mark Maloney, and Jim Miller, interviewed the semi-finalists in late September and recommended three as finalists. The city interviewed Brad Martens, Mike Mornson, and Kevin Watson on October 15 and 16.

After the interviews on October 16, the city council discussed the finalists and ultimately selected Brad Martens as the new city manager. The city council is now being asked to approve the attached employment agreement with Mr. Martens for the city manager position. Below is a summary of the agreement:

- Start date - Mr. Martens will begin Monday, December 6, 2021.
- Salary - The starting salary will be \$160,000 and will increase to \$163,000 on July 1, 2022. His salary will also increase with the same cost of living adjustments received by other employees,
- Performance reviews - The city council will conduct a performance review in June 2022 and annually thereafter.
- Annual leave - Mr. Martens will accrue 26.25 days of annual leave per year. He will also be credited with 15 days on his start date.
- Term - The agreement term is indefinite with the understanding that either party can terminate it at any time.

RECOMMENDATION

It's recommended that the city council approve the employment agreement with Brad Martens

for the city manager position.

ATTACHMENTS

[Shoreview-Martens employment agreement](#)

EMPLOYMENT AGREEMENT BETWEEN CITY OF SHOREVIEW AND BRAD MARTENS

THIS AGREEMENT is made this 25th day of October, 2021, by and between the City of Shoreview, Minnesota ("City"), and Brad Martens ("Martens").

The parties agree as follows:

- 1. POSITION.** City agrees to employ Martens as its City Manager. Martens agrees to serve as City Manager in accordance with Minnesota Statutes, City ordinances, 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 City Council shall from time-to-time assign.
- 2. SALARY.** City shall pay Martens a salary of \$160,000 per year starting on December 6, 2021 ("Start Date"). Such salary shall be paid in installments over 26 pay periods during a calendar year. City and Martens agree that an initial performance review will be conducted six (6) months after his Start Date and annually thereafter. City agrees to an increase of at least \$3,000 in compensation effective on July 1, 2022, contingent upon a successful initial performance review. Thereafter, Martens' salary will be adjusted for cost of living increases when and in the same percentage as adjustments received by all other employees. Additional compensation and other benefits for Martens will be reviewed and adjustments made as the City Council deems appropriate.
- 3. PENSION PLAN.** At Martens' choosing, City shall contribute to PERA as required by State law for Martens or in an equal amount to a City authorized deferred compensation plan.
- 4. HOLIDAYS.** City shall provide Martens the same holidays as enjoyed by other employees as currently listed in section 8.05 of the Shoreview Employee Handbook.
- 5. GENERAL INSURANCE.** City shall provide Martens the same group hospital, medical, dental, life and disability insurance benefits as provided to all other employees.
- 6. ANNUAL LEAVE.** Martens shall be considered to be in his 15th year of service on his initial employment date and shall accrue Annual Leave at a rate appropriate thereto, currently 26.25 days/year. Effective on Martens' Start Date, Martens shall be credited with 15 days of Annual Leave and shall be immediately eligible to use said hours.

- 7. DUES AND SUBSCRIPTIONS.** City shall budget and pay the professional dues and subscriptions for Martens which the City deems reasonable and necessary for Martens' continued participation in national, regional, state and local associations necessary and desirable for Martens' continued professional participation, growth and advancement.
- 8. PROFESSIONAL DEVELOPMENT.** City shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Martens for professional and official travel, meetings and occasions the City deems adequate to continue Martens' professional development such as the International City/County Management Association Annual Conference.
- 9. CIVIC CLUB MEMBERSHIP.** City recognizes the desirability of representation in and before local civic and other organizations. Martens is authorized to become a member of such civic clubs or organizations as deemed appropriate and agreed to by Martens and City and at City's expense.
- 10. AUTOMOBILE.** Martens shall be paid a monthly allowance of \$400 for use of his personal automobile for City business.
- 11. GENERAL EXPENSES.** City shall reimburse Martens reasonable miscellaneous job-related expenses with appropriate documentation consistent with City's policies and practices.
- 12. HOURS OF WORK.** It is understood that the position of City Manager requires attendance at evening and weekend meetings. It is understood by Martens that this is an exempt position under the Federal Fair Labor Standards Act and that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Martens may absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.
- 13. COMPLIANCE WITH POLICIES AND REGULATIONS.** To the extent not inconsistent with or in conflict with the provisions of this Agreement, all obligations and responsibilities relating to the personnel policies and regulations as they apply to other employees and as they now exist or hereafter may be amended, also shall apply to Martens. In the event the City grants different rules and regulations to different groups of employees, Martens shall be treated in the same manner as City department directors.

To the extent the governing provisions relating to such policies and regulations require the consent, waiver or approval of the City Manager as

such policies and regulations relate to other employees, Martens must obtain the consent, waiver or approval of the City Council as such policies and regulations apply to Martens.

14. OUTSIDE EMPLOYMENT. Martens shall devote his full business time and best efforts to the City and will not engage in any outside occupation, employment or business that could hinder the impartial, objective or efficient performance of his duties or create a real or perceived conflict of interest. Martens will obtain City's permission for any employment outside his responsibilities as City Manager.

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

16. TERM. City and Martens agree that he is employed for an indefinite term and that at any time the City may, by a majority vote of the City Council, with or without cause, terminate this Agreement and Martens' services subject only to the payment authorized under Section 17 hereof. Marten shall be deemed an "at will" employee.

17. TERMINATION BENEFITS. In the event that Martens is terminated by the City during such time that Martens is willing and able to perform the duties of City Manager, then in that event, City agrees to pay Martens at the time of receipt of his last paycheck a lump sum cash payment equal to 6 months aggregate salary and City shall continue to provide and pay for the benefits set forth in Section 5 for a period of 6 months following termination. Payment for any accrued but unused Annual Leave will be paid in accordance with the methods for payment, distribution or transfer of funds that are in effect on Martens' last day of employment. These benefits shall be deemed "Termination Benefits."

However, in the event Martens is terminated because of malfeasance in office, gross misconduct, conviction of a felony, conviction of an illegal act involving personal gain to Martens, or conviction of a crime of dishonesty, then City shall have no obligation to pay the Termination Benefits.

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

If Martens voluntarily resigns his position with City, Martens agrees to give the City forty-five (45) days advance notice, unless such notice is waived by the City. If Martens voluntarily resigns his position with City, there shall be no Termination Benefits due to Martens and he shall no longer accrue Annual Leave as of the date of notice of resignation.

18. GENERAL PROVISIONS. The text herein shall constitute the entire Agreement between the parties. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Martens.

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

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Deputy Clerk and Martens has signed and executed this Agreement the day and year first written above.

Sandra C. Martin, Mayor

Date

Brad Martens, City Manager

Date

Amy Truhlar, Deputy Clerk

Date