



City Council
Regular Meeting

Tuesday, July 8, 2025, 5:30 PM
106 Center Street

Members of the public may attend the City Council meeting either in person or by joining via Zoom either online or by telephone at:

Join Zoom Meeting
<https://us02web.zoom.us/j/88526566715>
Meeting ID: 885 2656 6715
One tap mobile
+13052241968,,88526566715# US
+13092053325,,88526566715# US
Dial by your location
• +1 305 224 1968 US

AGENDA

1. Call to Order/Roll Call
2. Approval of Agenda
3. Approve Interim Assistant City Manager/City Clerk Employment Agreement
 - a) Interim Employment Agreement
4. Motion To Close The Meeting (pursuant to Minn. Stat. § 13D.05, subd. 3(c))
5. Closed Session
6. Motion To Return To Open Session
7. Adjournment

**INTERIM ASSISTANT CITY MANAGER/CITY CLERK
EMPLOYMENT AGREEMENT**

THIS INTERIM ASSISTANT CITY MANAGER/CITY CLERK EMPLOYMENT AGREEMENT (“Employment Agreement”) is entered into this ____ day of June 2025, and is between the City of Excelsior, a Minnesota municipal corporation (“City”), and Cari Lindberg (“Lindberg”).

RECITALS

WHEREAS, City wishes to retain the services of an Interim Assistant City Manager/City Clerk for a limited period to perform the general duties of the Assistant City Manager and City Clerk, as the duties may be determined by the City Manager from time to time; and

WHEREAS, Lindberg has indicated that she is qualified and willing to accept and perform the job responsibilities as Interim Assistant City Manager and City Clerk subject to the terms of this Employment Agreement.

NOW, THEREFORE, for good and valuable mutual consideration, the City and Lindberg agree as follows:

1. **EMPLOYMENT.** City agrees to employ Lindberg as its Interim Assistant City Manager and Interim City Clerk in accordance with the terms of this Employment Agreement.

2. **TERM.** Lindberg’s term with the City will begin on June 26, 2025. Lindberg will serve as the Interim Assistant City Manager and City Clerk until the City hires permanent employees for these positions. Lindberg is an at-will temporary employee. The City Manager may terminate Lindberg with or without cause at any time with eight (8) business days’ written notice. Lindberg may terminate her employment at any time with eight (8) business days prior written notice to the City Manager.

3. **DUTIES.** For purposes of this Employment Agreement, it is understood and agreed between the parties that the Interim Assistant City Manager/City Clerk shall provide support to the City Manager and such other legally permissible and proper duties and functions as the City shall, from time to time, assign. These duties, include, but are not limited to:

- a. Coordinates, prepares, and distributes agendas and packets for City Council meetings; publishes legal notifications; coordinates the preparation of official documents; and takes minutes.
- b. Oversees and participates in license and permit processes; administers the approval process of liquor licenses; and may assist with the processing of other applications.
- c. Ensures all agreements, contracts, and legal documents are signed, recorded, and archived.
- d. Responds to inquiries from the public regarding City information; provides information according to data privacy and other guidelines; and serves as City’s “Responsible Authority” for data privacy issues.

- e. Works collaboratively with staff from all departments to align internal services functions across the organization and develop effective and communicative working relationships.
- f. Develops and coordinates a comprehensive code enforcement program, assist staff with complex issues, and monitor that issues are resolved.
- g. Assists with the negotiations of the contract with the parking operator.
- h. Serves as manager of the City's website, printed media, press releases and all communication activities department wide.
- i. Oversees the special event permit process including answering questions, guiding event organizers through the application process, and processing special event permit applications according to City policies.
- j. Supervises the Administrative Assistant.
- k. Performs other related duties as directed by City Manager.

3. **HOURS OF WORK.** Lindberg will work four ten-hour days, Monday through Thursday, a 40-hour work week. The position may require attendance at occasional evening and weekend meetings. No additional compensation or compensatory time shall be allowed for such additional expenditure of time. Lindberg may adjust her schedule to a reasonable extent, with prior approval from the City Manager, in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

4. **COMPENSATION/BENEFITS.** During the period that Lindberg is serving as the Interim Assistant City Manager and City Clerk, City will pay her compensation at the rate of \$45.00/hour, subject to withholding required by State and Federal law for taxes, FICA, and Medicare deduction. As a temporary employee of six months or less, Lindberg's compensation will not be subject to deductions for PERA. The position of Interim Assistant City Manager/City Clerk is an executive, exempt position under the Fair Labor Standards Act (FLSA) and shall not be eligible for cash overtime or compensatory time in lieu of overtime.

In recognition of the fact that Lindberg's employment is temporary, she is not eligible for nor shall she receive any fringe benefits from the City. By way of example and without limitation, Lindberg shall not be eligible for group insurance benefits, paid holidays, paid time off, severance, or City retirement benefits. Lindberg shall be eligible for Earned Sick and Safe Time pursuant to City policy.

5. **AUTOMOBILE.** City will reimburse Lindberg on a per mile basis at the IRS allowed deduction rate for the use of her personal automobile for City business.

6. **INDEMNIFICATION.** City shall defend and indemnify Lindberg to the extent required by Minn. Stat. § 466.07 and § 465.76. In addition, the City shall defend, hold harmless, and indemnify Lindberg from all torts, civil damages, penalties, and fines; violation of statutes, laws, rules, and ordinances, provided that the Interim City Administrator was acting in the performance of the duties of the position and was not guilty of malfeasance in office, willful neglect of duty, or bad faith.

7. **CONFLICT.** In the event of any conflict between this Agreement and the City's Personnel Code, this Agreement shall take precedence.

8. **TRANSITION.** Lindberg agrees to work for a period of approximately two weeks at 40 hours/week with any new Assistant City Manager for onboarding purposes.

9. **GENERAL PROVISIONS.**

a. **Notices.** All notices, requests, and demands given to or made pursuant to this Employment Agreement shall be in writing and personally delivered or mailed, postage prepaid, as follows:

To the City:	City Manager Kristi Luger City of Excelsior 350 Highway 7, Suite 230 Excelsior, MN 55331-1877
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To the Interim Assistant City Manager/Clerk:	Cari Lindberg 3621 Favorite Court Hopkins, MN 55305
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b. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties. This Agreement can only be modified by written agreement of both parties. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. If the parties disagree upon the interpretation of this Agreement and cannot resolve their differences in good faith, the parties agree to request non-binding mediation from the Minnesota Bureau of Mediation Services. Each party will be responsible for its own attorneys' fees and the parties will split equally any other mediation fees.

c. **Legality.** The parties covenant and agree that the provisions contained in this agreement are reasonable and are not known or believed to be in violation of any federal or state law or regulation. In the event a court of competent jurisdiction finds any provision in this agreement to be illegal or unenforceable, such court may modify such provision to make it legal and enforceable. Such modification shall not affect the remainder of this Agreement, which shall continue, at all times, to be valid and enforceable. No payment may be made under this Agreement in excess of the maximum amount permitted by applicable law.

d. **Governing Law.** This Agreement is made and entered into in the State of Minnesota and shall be governed and construed in accordance with the laws of Minnesota, without regard to its conflict of laws and principles. The parties also agree that any dispute between the parties shall be resolved in the courts of

Minnesota, and each party consents to the exercise of personal jurisdiction by the courts of Minnesota.

e. **Non-Waiver.** The waiver by a party of a breach of any provision of this Agreement shall not operate to waive any subsequent breach or as a waiver of any other provision of this Agreement.

Both parties agree with the above terms and have caused this Agreement to take effect by their signatures below.

City of Excelsior

Interim Assistant City Manager/City Clerk

Mayor Gary Ringate

Cari Lindberg

Dated: _____

Dated: _____

City Manager Kristi Luger

Dated: _____