

RESOLUTION 2025-11

**A RESOLUTION RELATING TO POSITION OF CITY ADMINISTRATOR AND
ENGAGEMENT FOR EMPLOYMENT.**

Whereas, in late 2024 the City Council held a robust engagement, search and hiring process for its next City Administrator which included the use of a search firm David Drown and Associates; and,

Whereas, candidate interviews were held with community members, City staff and a final interview with the City Council so as to ascertain a better understanding of each candidate; and,

Whereas, following this process the Council was not able to coalesce around a single candidate at that time; and,

Whereas, in early February 2025 the City Council directed Staff to initiate a second process to identify additional candidates and outlined a multi-step interview process again consisting of community members, City Staff and finally the City Council culminating in final interviews by the City Council on March 3rd, 2025; and,

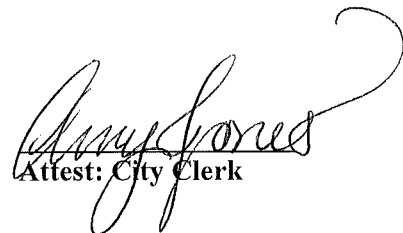
Whereas, the City Council does sincerely thank all persons involved with this process including but not limited to the many great candidates, interested community members, City Staff and Council members who have all invested their time to make the best decisions possible; and,

Whereas, the City Council does appreciate the desire to find a unilateral fit but also acknowledges that such a process can be challenging given market conditions for such position and other local factors, but also understands the position is mission-critical to the proper functioning of the City; and,

Whereas, the current process implemented by the City Council resulted in identifying qualified candidates of good character that the City Council would be honored to work with and is optimistic that it can develop a timely final agreement with one.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does authorize Interim City Administrator and City Attorney to develop, finalize and have executed an Employment Agreement with candidate Steven Devine Jelinski for the position of City Administrator at rates and terms consistent with the attached – see Exhibit A.

This Resolution is approved and adopted this 3rd day of March, 2025


Attest: City Clerk

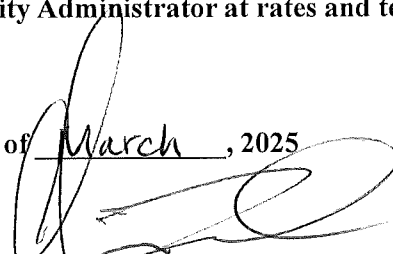

Mayor

EXHIBIT A to Resolution 2025-11

SEE ATTACHED PAGES

City of Credit River, Minnesota

Employment Agreement

AGREEMENT made this ____ day of _____, 2025, by and between the CITY OF CREDIT RIVER, a Minnesota municipal corporation ("Employer"), and ("Employee").

The parties agree as follows:

1. **POSITION.** Subject to the Employee's passage of background check as may be deemed reasonably necessary by the Employer, the Employer agrees to employ Employee as its City Administrator. Employee agrees to serve as City Administrator in accordance with state statutes, City ordinances and the Code of Ethics of the 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. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan (Example: ICMA), if selected by Employee, authorized by State law. The City will pay Employee's share of the PERA contributions (or a PERA value equivalent to an alternate pension plan) after 24 months of continuous employment.

3. **SALARY.** Employer shall pay Employee an annualized salary of \$130,000 per year. The starting date shall be March 24th 2025. Employer and Employee agree that an initial performance review will be conducted on Employee after six (6) months and annually thereafter. The Employer agrees to consider an increase in compensation to the Employee after one year of employment dependent upon the results of the annual performance evaluation.

4. **SENIORITY.** For purposes of employment benefits such as PTO, and the like, Employee will be credited with having completed four years of employment with the City upon their first day of employment.

5. **PTO.** Effective upon Employee's first day of employment, Employee shall accrue vacation leave in accordance with the City's personnel policies as an employee beginning in their fourth year with the City (21 days of PTO). Thereafter, Employee shall accrue PTO in a manner consistent with other City non-union employees pursuant to the City's Employment and Personnel Policies, as amended. Within the first 24 months of employment, the Employee may use up to 80 hours of PTO that are as of yet unaccrued, running a negative PTO Account balance. In the event of a separation between the City and the Employee any negative balance in the PTO Account will be deducted from any final compensation due to the Employee. When foreseeable and except for illnesses, the Employee shall make reasonable efforts to inform Council and Staff as to anticipated dates of the use of PTO. When PTO is used, the Employee shall regularly provide a listing of such used PTO to the City Finance Director.

6. **HOLIDAYS.** Employer shall provide the Employee the same holidays as provided to other non-union employees.

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.

8. **DUES AND SUBSCRIPTIONS.** Employer shall pay for reasonable and necessary professional dues and subscriptions for Employee's continued participation in state and local associations reasonably anticipated for the Employee's continued professional participation, growth and advancement. ICMA membership and conference costs shall require separate City Council pre-approval.

9. **PROFESSIONAL DEVELOPMENT.** If desired by the Employee, the Employer shall budget and pay for registration, in-State travel and subsistence expenses of Employee for germane training / events held through the League of Minnesota Cities (LMC); Minnesota City/County Management Association (MCMA) and the Minnesota Planning Association (MNAPA). It shall also include attendance at the Annual LMC Conference, MNAPA Annual Conference, MCMA Annual Conference and the LMC Metro Area - Annual Loss Control Seminar.

10. **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.

11. **AUTOMOBILE.** Except for general commuting to and from the place of business the Employer shall provide Employee reimbursement at the federal mileage rate for use of their personal automobile for Employer business when provided appropriate documentation.

13. **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, none of which shall be unreasonably withheld or denied.

14. **HOURS OF WORK.** The regular work schedule requires on-site attendance at City Hall during normal working hours of 8 am to 4:30 pm, Monday through Friday. The position is an EXEMPT position for the purposes of overtime as defined by FLSA. It is understood the position of City Administrator requires attendance at evening meetings of the City Council and Planning Commission and occasionally at weekend meetings. 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 Employee may absent themselves from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours. It is further understood that the Employee may work in a remote location up to 8 hours per week. The Employee shall track such remote hours and provide a listing of hours to the City upon request. The City shall have no responsibility to provide for or reimburse any costs associated with setting up of a remote location or any related costs.

15. **COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Employee shall abide by all statutes, ordinances, rules and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any willful

violation shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement notwithstanding any other termination provisions contained herein.

16. **TERMINATION.** This Agreement shall commence on March 24th 2025. Either party may terminate this Agreement at any time and for any reason upon thirty (30) days written notice to the other party, at which time any and all obligations to perform under this Agreement by the City or the Employee shall cease.

17. **TERMINATION BENEFITS.** In the event Employee is terminated 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 their last paycheck a lump sum cash payment equal to six months aggregate salary minus any accrued PTO. However, in the event Employee is terminated because of their malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the termination benefits. Employee agrees that Employer does not owe anything in addition to the termination pay referenced in this paragraph. All payments by the Employer to Employee referenced herein shall be subject to state and federal withholding and the payment of social security and Medicare taxes. All payments by the Employer to Employee referenced herein shall be paid in a lump sum and after the return of the Employer's property as requested by Employer that is in the possession of Employee at the time of termination.

If Employee voluntarily resigns their position with Employer, Employee agrees to give the Employer thirty (30) days advance notice pursuant to Section 16 of this Agreement. If Employee voluntarily resigns their position with Employer, there shall be no termination pay due to Employee.

18. **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 their position with Employer, subject only to the provisions of this Agreement.

19. **GENERAL PROVISIONS.** The following general provisions shall apply to this Agreement:

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

To City: Chris Kostik, Mayor
City of Credit River
1895 Meadow View Boulevard
Prior Lake, MN 55372

To Employee:

B. **Complete Agreement; Modification.** This Agreement constitutes the entire

agreement between the parties and supersedes any oral or written agreements between the parties. This Agreement may only be modified by written agreement signed by both parties.

- C. **Governing Law; Jurisdiction.** This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. 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 in Scott County District Court and expressly waives any argument of forum nonconveniens.
- D. **Severability.** The parties covenant and agree that the provisions herein are reasonable and not known to be in violation of any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify that provision to make it valid and enforceable. The declaration of a provision as unenforceable shall not invalidate any other provision of this Agreement.
- E. **Conflict of Interest.** Employee covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services pursuant to this Agreement.
- F. **Assignment; Subcontracting.** Neither Employer nor Employee may assign this Agreement. Employee shall not enter into any subcontract for performance of any services contemplated under this Agreement.

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

**EMPLOYER:
CITY OF CREDIT RIVER**

EMPLOYEE:

BY: _____
Its Mayor Chris Kostik

AND

Its City Clerk