

**Breezy Point City Council**  
**Tuesday, March 22, 2022 - 2:00 p.m.**  
**Special Meeting Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Approve Employment Agreement with new City Administrator David Chanski
4. Adjourn

City Council members who maybe attending remotely and their location:

Michael Moroni - 6601 East Hwy 60 Gold Canyon AZ 85118

Rebecca Ball - 31974 Greene Scene Drive, Breezy Point MN 56472

**City Administrator/Clerk/Treasurer Employment Agreement,**  
**City of Breezy Point, Minnesota**  
**Employment Agreement**

**AGREEMENT** made this 22nd day of March, 2022, by and between the CITY OF Breezy Point, a Minnesota municipal corporation ("Employer"), and David Chanski ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its City Administrator/Clerk/Treasurer. Employee agrees to serve as City Administrator/Clerk/Treasurer in accordance with state 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. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law.
3. **SALARY.** Employer shall pay Employee a salary of \$97,801.60 (Step 5) per year starting April 25, 2022. 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 dependent upon the results of the annual performance evaluation.
4. **SENIORITY.** For purposes of employment benefits such as sick leave, vacation leave, and the like, Employee will be credited with having started his sixth year of employment with the City upon his first day of employment.
5. **SICK LEAVE.** Effective upon Employee's first day of employment, Employee shall accrue sick leave in accordance with the City's personnel policies.
6. **VACATIONS.** Effective upon Employee's first day of employment, Employee shall be credited with 80 hours of accrued vacation leave. In addition, Employee shall accrue vacation leave in accordance with the City's personnel policies as a six year employee.
7. **HOLIDAYS.** Employer shall provide Employee the same holidays as enjoyed by other non-union employees.

8. **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.

9. **DUES AND SUBSCRIPTIONS.** Employer shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and 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.

10. **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. Examples of professional development may include International City/County Management Association, Minnesota City/County Management Association, League of Minnesota Cities. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the Employer.

11. **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.

12. **AUTOMOBILE.** Employee shall be paid for mileage reimbursement at the federal reimbursement rate for the use of personal automobile, excluding travel between residence and place of business, for Employer business.

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.

14. **HOURS OF WORK.** It is understood the position of City Administrator/Clerk/Treasurer. requires attendance at evening meetings 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 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.

15. **TERMINATION BENEFITS.** The following termination benefits are only effective after Employee receives a satisfactory performance evaluation at the six-month evaluation period. 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/Clerk/Treasurer, then in that event, Employer agrees to pay Employee at the time of receipt of his last paycheck a lump sum cash payment equal to three months aggregate salary and to continue to provide and pay for the benefits set forth in paragraph 8 for a period of three months following termination. However, in the event Employee is terminated because of his 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.

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, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee or 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 also be entitled to receive the termination benefits set forth above.

If Employee voluntarily resigns his position with Employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns his position with Employer, there shall be no termination pay due to Employee.

16. **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,** 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 BREEZY POINT

EMPLOYEE:

BY: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
David Chanski

AND

\_\_\_\_\_  
Its City Clerk

**PUBLIC NOTICE  
CITY OF BREEZY POINT**

The Breezy Point City Council has scheduled a Special meeting for March 22, 2022 at 2:00 p.m. the Mayor of the City of Breezy Point provided a written request to call the following Special Meeting of the Breezy Point City Council.

When	March 22, 2022 2:00 p.m.
Where	Breezy Point City Council Chambers 8319 County Road 11 Breezy Point, MN 56472
Agenda	Approve Employment Agreement with new City Administrator David Chanski.

By Order of the Breezy Point City Council  
Patrick Wussow, City Administrator

Posted March 16, 2022

City Council members who maybe attending remotely and their location:  
Michael Moroni - 6601 E Hwy 60 Gold Canyon, AZ 85118  
Rebecca Ball - 31974 Greene Scene Drive, Breezy Point MN 56472