

City Manager Contract

This contract is dated March 15, 2018, and is between the Town of Normal ("Town") and Pamela S. Reece ("Manager").

The Town operates under the managerial form of municipal government under Article 5 of the Illinois Municipal Code, 65 ILCS 5/5-1-1 et seq.

The Board of Trustees of the Town of Normal ("Council"), on behalf of the Town, desires to employ the services of Manager, as the City Manager of the Town under the terms, conditions, and provisions of this contract.

The Manager has agreed to accept employment as the City Manager of the Town subject to the terms, conditions, and provisions of this contract.

The parties, therefore, agree as follows:

Article 1. Term

- 1.1. **Term.** The term of this contract begins on March 31, 2018 and continues through March 31, 2021.
- 1.2. **Subject to early termination.** The term of this contract is subject to earlier termination by either the Manager or the Council as set forth in Article 5.
- 1.3. **Extension.** The Town may, by action of the Council, and with the consent and approval of the Manager, extend the term of this contract. The Council and Manager shall give the other party notice of intent to continue employment beyond March 31, 2021. This notice shall be provided on or before January 1, 2021. Upon receipt of this notice, the parties shall meet to determine whether or not employment shall be extended beyond, and the terms and conditions of such employment.

Article 2. Employment

- 2.1. **Manager as chief executive officer.** The City Manager is the chief executive officer of the Town, and the Manager shall faithfully perform the duties of the City Manager as set forth in the Illinois Municipal Code, and Town ordinances and as may be lawfully assigned by the Council (collectively "Manager Duties").
 - 2.1.1. **Manager Duties example.** Manager Duties include, without limitation, the following duties:
 - 2.1.1.1. Employ, on behalf of the Town, all other Town employees.
 - 2.1.1.2. Direct, assign, reassign, and evaluate all of the Town employees.
 - 2.1.1.3. Organize, reorganize, and arrange the Town staff.
 - 2.1.1.4. Develop and establish internal regulations, rules, and procedures that the Manager deems necessary or appropriate for the efficient and effective operation of the Town.
 - 2.1.1.5. Accept all resignations of Town employees, except the Manager's resignation, which must be accepted by the Council.
 - 2.1.2. **Applicable Laws and Authorities.** Manager shall comply with all applicable State and federal law, the Town Charter, all Town policies, rules, regulations, and all Town Ordinances and all lawful Council Directives (collectively, "Applicable Laws and Authorities").
- 2.2. **Employment.** The Town hereby employs Manager as City Manager to perform the Manager Duties in accordance with and pursuant to all Applicable Laws and Authorities and each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of the Applicable Laws and Authorities.
 - 2.2.1. **Performance of duties.** Manager agrees to devote his or her full attention and effort to the office of City Manager and agrees to perform his or her duties and functions in a professional manner, with reasonable care, diligence, skill, and expertise.
 - 2.2.2. **Exclusive employment.** Manager agrees to remain in the exclusive employment of the Town and may not be employed by any other employer during the term of this contract without the written consent of the Council. The Manager is not

prohibited from occasional teaching, writing, consulting or self-employment activities that do not conflict with the Town's interests.

2.2.3. Work hours. The Manager acknowledges that the proper performance of the Manager Duties require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Manager agrees to devote such additional time as is necessary for the full and proper performance of the Manager Duties and that the compensation provided for in this contract includes compensation for the performance of all such services. The Town, however, intends that reasonable time off be permitted the Manager, such as is customary for Town FLSA-exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Manager.

2.3. No conflicts of interest. Manager must disclose to the Council any ownership interest in any firm or partnership with persons doing business with the Town.

Article 3. Compensation and Benefits.

3.1. Base salary. The Town shall pay Manager an annual base salary of \$185,000. The salary is payable in installments at the same time as other Town employees are paid.

3.2. Salary adjustment. The Council may increase the base salary under §3.1 in such amounts and to such extent as the Council determines is desirable, based on the performance review under §4 and other factors as the Council determines.

3.3. No COLA. The Manager is not entitled to receive the cost-of-living adjustments set forth under §18.1-3(D) of the Town Code.

3.4. Payment method. Manager's compensation shall be paid pursuant to the Town's payroll policies and practices applicable to other Town employees, including withholding of all applicable taxes.

3.5. Insurance benefits. The Town will provide Manager with employee disability, health, dental, and life insurance on the same basis and terms as provided to all other full-time Town employees under §18.1-21 of the Town Code.

3.6. Vacation and other leave.

3.6.1. The Manager may take, at the Manager's choice, the same number of hours of vacation authorized for other Department Heads of the Town. The vacation leave taken by the Manager will be at such times as will least interfere with the performance of the Manager's Duties.

3.6.2. The Manager is granted the same sick/personal leave benefits as authorized for Department Heads of the Town.

3.6.3. The Manager shall observe the same legal holidays as provided to Town employees under §18.1-16 of the Town Code.

3.7. Retirement benefit. The Manager is entitled to participate in the Illinois Municipal Retirement Fund as set forth under Article 7 of the Illinois Pension Code.

3.8. Expense reimbursement. The Town shall reimburse the Manager for reasonable expenses incurred in the continuing performance of the Manager Duties. The reimbursement shall be in accordance with all Applicable Laws and Authorities that apply to the reimbursement of expenses for Town employees.

3.9. Bonds. The Town shall pay the full cost of any surety, fidelity, or other bond required of the Manager under all Applicable Laws and Authorities.

3.10. Automobile.

- 3.10.1. The Town agrees to provide Manager with an automobile purchased or leased for the exclusive use of the Manager, and the Town be responsible for providing insurance, license, maintenance, fuel, repair, and regular replacement of the vehicle.
- 3.10.2. In lieu of the vehicle provided under §3.10.1, the Manager may elect at any time during the term of this agreement to receive a monthly automobile allowance in the amount of \$650. If the Manager elects to receive monthly automobile allowance, then he or she is then responsible for acquiring his or her own vehicle and for paying all vehicle operating, insurance, and maintenance expenses. The Manager agrees that his or her vehicle will be maintained in a manner that reflects a suitable appearance, working condition, and professional image for the Town.

3.11. Professional associations.

- 3.11.1. The Town agrees to pay for the professional dues associated with the Manager's full participation and membership in the International City/County Management Association ("ICMA") and the Illinois City/County Management Association ("ILCMA").
- 3.11.2. The Town agrees to pay for reasonable registration and travel expenses associated with the Manager's attendance and participation in the annual conferences of the ICMA and the ILCMA. The Town also agrees to pay for reasonable travel and registration costs associated with the Manager's participation in other professional development activities that are deemed appropriate by the Council.

3.12. Benefits generally. Unless this contract expressly provides otherwise, in addition to the benefits specifically listed in this contract, the Manager is entitled to the same benefits that are enjoyed by any other Department Head of the Town under all Applicable Laws and Authorities.

3.13. Benefit reduction. The Town may not, at any time during the contract term, reduce the salary, compensation, or other financial benefits of the Manager, except to the degree of such a reduction across-the-board for all non-bargaining-unit employees of the Town.

Article 4. Performance Evaluation.

4.1. Annual review. The Council shall review and evaluate the Manager's performance at least once annually.

4.2. Goals and objectives. On or before April 1 of each year or at any other time as mutually agreed, the Council and Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Council's policy objectives, and they shall establish a relative priority among those goals and objectives.

4.2.1. The goals and objectives shall be reduced to writing.

4.2.2. The goals and objectives shall generally be attainable within the time limitations, as specified, and within the annual budget.

4.2.3. The parties agree that the process for setting goals and objectives and the performance evaluation is designed to insure that the parties regularly communicate effectively on matters relating to Town business. It is understood by the parties that any determination by the Council that the Manager has met or exceeded expectations does not require the Council to adjust Manager's compensation or to prevent the Council from terminating this contract and Manager's employment.

4.3. Suspension. The Council may suspend the Manager for disciplinary purposes, with or without pay, at any time during the term of this contract in accordance with the FLSA. The Council may not suspend the Manager for more than 5 days with and during any 12-month period.

Article 5. Termination.

- 5.1. Termination by Council.** The Manager serves at the pleasure of the Council. The Council may terminate Manager's employment by a majority vote of the Council at a public meeting.
- 5.2. Termination by Manager.**
- 5.2.1. Nothing in this contract limits the right of the Manager to resign at any time as City Manager.
 - 5.2.2. If the Manager resigns following a request that the Manager resign, whether formal or informal, made by a majority of the Council, then the Manager may declare a termination as of the date of the request and invoke the severance benefits under §5.3.
 - 5.2.3. If the Council acts to amend any provisions of the ordinance pertaining to the role, duties, powers, authority and responsibilities of the Manager's position that substantially changes the nature of the position or the form of government, then the Manager may declare that such amendments constitute a termination as of the date that the amendment becomes effective. This provision does not apply if the ordinance amendment was required under State or federal law.
 - 5.2.4. Except as otherwise provided in this section, if Manager voluntarily resigns his or her position before expiration of the term of his employment, then the Manager shall give the Council two months' notice in advance of the resignation.
- 5.3. Severance benefits.** Except as provided in §5.4, if this contract is terminated before the expiration of the current term in effect under Article 1, and Manager is willing and able to perform his or her duties under this contract, then the Town shall pay Manager a lump sum cash payment in an amount equal to nine months' aggregate salary under §3.1 and as adjusted under §3.2. The Town shall also compensate Manager for all accrued sick leave and all accrued and earned vacation leave. The Town shall also continue to pay the cost of the continued participation by Manager and his or her qualified dependents in the Town's health insurance program for the nine calendar months after the termination.
- 5.4. Exceptions to severance benefits.** The Town is not required to provide the cash payment or insurance benefits under §5.3 if the termination occurs because of any or all of the following:
- 5.4.1. Manager's resignation, unless the termination is made under §5.2.2 or §5.2.3.
 - 5.4.2. Manager's willful breach of this contract or the willful and repeated neglect to perform required duties and functions.
 - 5.4.3. Manager's conviction of any criminal act relating to his or her employment.
 - 5.4.4. Manager's conviction of any felony.

Article 6. Indemnification.

- 6.1. Indemnification of City Manager.** The Town shall defend and indemnify the Manager against any liability claim or other legal action arising out of any alleged act or omission occurring in the performance of his or her duties as City Manager.
- 6.1.1. The obligation to defend and indemnify under this section is conditioned upon notice of any claim and the right to defend the claim. Manager agrees to fully cooperate in the defense of any claim.
 - 6.1.2. The Town has the sole discretion to compromise and settle any claim under this §6.1.
- 6.2. Exceptions.** The obligation to defend and indemnify under §6.1 do not apply to any or all of the following:
- 6.2.1. Any action brought by or any judgment obtained by the Town against Manager.
 - 6.2.2. Any criminal act.
 - 6.2.3. Any act of moral turpitude.

6.2.4. Any judgment representing an award of punitive or exemplary damages.

1.1. The court has found that the defendant acted with a conscious disregard for the rights of the plaintiff. The court has awarded punitive damages to the plaintiff in the amount of \$100,000.00.

1.2. The court has found that the defendant acted with a conscious disregard for the rights of the plaintiff. The court has awarded punitive damages to the plaintiff in the amount of \$100,000.00.

1.3. The court has found that the defendant acted with a conscious disregard for the rights of the plaintiff. The court has awarded punitive damages to the plaintiff in the amount of \$100,000.00.

1.4. The court has found that the defendant acted with a conscious disregard for the rights of the plaintiff. The court has awarded punitive damages to the plaintiff in the amount of \$100,000.00.

1.5. The court has found that the defendant acted with a conscious disregard for the rights of the plaintiff. The court has awarded punitive damages to the plaintiff in the amount of \$100,000.00.

By: *[Signature]*

 Clerk of Court, Town of Bristol

By: *[Signature]*

 Plaintiff

By: *[Signature]*

 Defendant

By: *[Signature]*

 Defendant

Article 7. General provisions.

- 7.1. This contract is to be governed by and construed in accordance with the laws of the State of Illinois.
- 7.2. This contract shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.
- 7.3. This contract may be amended only by a written agreement of the parties that identifies itself as an amendment to this contract.
- 7.4. This contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this contract. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this contract are expressly merged into and superseded by this contract. In entering into this contract, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this contract. There are no conditions precedent to the effectiveness of this contract other than those expressly stated in this contract.
- 7.5. Any term of this contract that, by its nature, extends after the end of the contract, whether by expiration or termination, remains in effect until fulfilled.

The parties are signing this contract as of the date set forth in the introductory clause.

[MANAGER]

Amela Reece

Town of Normal

By:

Christopher Koos
Christopher Koos, President
Board of Trustees of the Town of Normal

Approved as to form:

By:

Brian Day
Brian Day, Corporation Counsel

Contract approved by Resolution No. 5538