Pekin ILLINOIS

City of Pekin

SPECIAL COUNCIL MEETING TUESDAY, NOVEMBER 1, 2016
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, IL 61554
5:00 P.M.

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1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor John McCabe*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 PUBLIC INPUT		
6.0 NEW BUSINESS		
6.1 Manager Employment Agreement **DESCRIPTION:** Terms of the City Manager Agreement for Employment with the City of Pekin. **ACTION:** Motion to approve the agreement. **VOTE REQUIRED**	JM	5
7.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
8.0 ADJOURN **NO VOTE REQUIRED**		

Column 1 Key:
JM Mayor John McCabe

Column 2 Key:
1 **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
2 **A Safe Community.** To protect community life and property by providing effective, principled police and fire services.

3 **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

4 **A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.

5 **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

EMPLOYMENT AGREEMENT

AGREEMENT made this first day of November, 2016, by and between the CITY OF PEKIN, an Illinois Municipal Corporation, ("Employer") and ANTHONY J. CARSON, JR. ("Employee").

The parties agree as follows:

1. **POSITION AND TERM**. Employer agrees to employ Employee as its City Manager, effective as of November 28, 2016 through November 27, 2019. Employee agrees to serve as City Manager effective as of November 28, 2016 through November 27, 2019 in accordance with the attached position description and as may be directed by the Mayor or City Council from time to time. Employee agrees to remain in the exclusive employ of the City from the date hereof until employment is terminated per Agreement.

2. **PENSION PLAN (IMRF).** Employee shall be a participant in the Illinois Municipal Retirement Fund ("IMRF"), and Employer shall contribute to the fund on behalf of the Employee in the same manner as required by law for all other municipal employees participating in the IMRF.

3. **SALARY.** Employee's base annual salary shall be $140,000.00 for the period from November 28, 2016 to November 27, 2019. Any compensation adjustments to the annual salary shall be based upon performance, and a performance evaluation, which shall be completed at least 60 days prior to the anniversary date of this agreement, being November 28. In addition, Employee's salary compensation shall be amended to reflect, at a minimum, any salary adjustments that are provided to non-union employees of the City by the City council.

4. **PERFORMANCE EVALUATION.** The Council shall review and evaluate the performance of Employee at least once annually in the 60 days prior to the anniversary date of this agreement, throughout the term of this agreement. Said review and evaluation shall be in accordance with specific criteria developed mutually between Employer and Employee. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the Employee. It is further agreed that the Mayor shall provide the Employee a written summary of the findings of the Council and provide adequate opportunity for the Employee to discuss his evaluation with the Council.

5. **EDUCATION.** Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, and local associations, and organizations, along with conferences, necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by the Employee, and agrees to reimburse or to pay said general expenses.

6. **SICK LEAVE.** Employee shall be credited for forty eight (48) hours of sick leave on November 28, 2016. From that date, onward, Employee shall accrue sick leave benefits at the highest rate granted the Employer's most senior non-union employee.

7. **VACATIONS AND HOLIDAYS**. Employee shall be credited eighty (80) hours to his personal vacation account on the date of his employment. However, Employee shall accrue and be additionally credited to his personal account, vacation of four (4) weeks per year. Employee shall accrue unused leave, and in the event of Employee's termination of employment, either voluntarily or

involuntarily, Employee shall be compensated for all accrued vacation time, holidays, and other benefits to day of termination, and as to sick leave, may utilize accumulated sick leave for the payment of health insurance premiums after termination.

8. **GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, dental and life insurance benefits as provided to all other management employees in the same manner as provided for department heads of the City. Employee is entitled to disability benefits as may be applicable to all employees who participate in the IMRF.

9. **AUTOMOBILE**. Employee shall be paid a monthly allowance for use of his personal automobile for Employer business within the State of Illinois at such rate as may be fixed from time to time by Employer at $400.00 per month. If Employee uses his own automobile for Employer business outside a 50 mile radius of the City of Pekin, then Employer shall reimburse employee for the business use of his personal automobile on a per mile basis and at a rate equal to the maximum Internal Revenue Service rate.

10. **TECHNOLOGY**. Employee shall be paid a monthly allowance for use of his personal telephone and other electronic devices used for communication in regard to City business at such rate as may be fixed from time to time by Employer at $75.00 per month. The City shall provide an IPad for the City Manager's use at all times.

11. **MOVING AND RELOCATION EXPENSES**. Employer shall pay a lump sum payment of Twelve Thousand ($12,000.00) Dollars to the Employee to cover relocation costs. Payment shall be made no later than December 28, 2016. If Employee voluntarily leaves employment within six months, the Employee shall reimburse Employer the entire Twelve Thousand ($12,000.00) Dollars. If Employee voluntarily leaves employment within one year, the Employee shall reimburse Employer one half of the relocation costs, Six Thousand ($6,000.00) Dollars.

12. **TERMINATION BENEFITS**.

A. **Termination by Employer Without Cause**. In the event that the Employee is terminated without cause by the Employer between November 28, 2016 and November 27, 2019, during such time that the Employee is willing and able to perform the duties of City Manager, then in that event, Employer agrees to continue the salary and benefits of the Employee for a period of six (6) months.

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 nonunion 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. Employer shall not, without cause, terminate the Employee (60) days before or after an election of any Mayor or City Council election. Employer agrees to continue the salary and benefits of the Employee for a period of six (6) months.

B. **Termination by Employer for Cause**. This Employment Agreement may be terminated by the Employer for cause, and by delivering a thirty (30) day written notice to Employee stating specifically the cause of termination. In case of termination for cause, there shall be no

termination payor benefits due. Cause under this Employee Agreement is limited to the following:
Employee is adjudicated by a court of competent jurisdiction to be guilty of fraud, dishonesty or other similar acts of misconduct.

C. **Termination by Employee**. If Employee voluntarily resigns his position with Employer between November 28, 2016 and November 27, 2019, Employee agrees to give the Employer sixty (60) days advance notice. If Employee voluntarily resigns his position with Employer, there shall be no other termination pay or benefits due to Employee, other than those set forth above with respect to accumulated holiday, sick days and vacation.

13. **GENERAL CONDITIONS OF EMPLOYMENT**. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from position with Employer, subject only to the provisions of this Agreement. If Employee voluntarily resigns from his position with Employer, there shall be no payment to Employee for termination benefits as set forth in Paragraph 12A 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 PEKIN,

By: ______________________________
MAYOR

ATTEST:

____
CITY CLERK

EMPLOYEE:

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ANTHONY J. CARSON, JR.