



SPECIAL COUNCIL MEETING THURSDAY, JUNE 30, 2011
5:30 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, IL 61554

Council Member John Neumann has personally given notice on Monday, June 27, 2011 that he will attend the meeting by electronic means. He is not physically able to attend because of absence from the corporate limits of the City for personal employment purposes.		
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1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie L. Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>No minutes to approve.</i>		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Five minute limit.</i>		
7.0 CONSENT AGENDA <i>No consent agenda presented.</i>		
8.0 EXECUTIVE SESSION 5 ILCS 120/2 (c) (1) The selection of a person to fill the position of City Manager.	CM	5
9.0 NEW BUSINESS		
9.1 Employment Contract DESCRIPTION: Terms and Conditions for employment of Joseph Wuellner as City Manager. ACTION: Motion to approve the agreement. VOTE REQUIRED	BD	5

10.0 ADJOURN		
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Column 1 Key:

CM Council Members
BD Attorney Burt Dancey

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.



City of Pekin

June 28, 2011

N O T I C E

**Special Meeting of the Pekin City Council has been scheduled for
Thursday, June 30, 2011 @ 5:30 p.m.**

**The meeting will be held in City Hall Council Chambers
111 South Capitol Street
Pekin, Illinois 61554**

**The purpose of the meeting is to adjourn to Executive Session
5 ILCS 120/2 (c) (1) and New Business Employment Contract
of the City Manager**

**Council Member John Neumann has personally given notice on Monday,
June 27, 2011 that he will attend the meeting by electronic means. He is not
physically able to attend because of absence from the corporate limits of the
City for personal employment purposes.**

**Sue E. McMillan
City Clerk**

EMPLOYMENT AGREEMENT

AGREEMENT made this____ of June, 2011, by and between the CITY OF PEKIN, an Illinois Municipal Corporation, ("Employer") and JOSEPH W. WUELLNER ("Employee").

The parties agree as follows:

1. POSITION AND TERM. Employer agrees to employ Employee as its City Manager, effective as of July 1, 2011 through June 30, 2014. Employee agrees to serve as City Manager effective as of July 1, 2011 through June 30, 2014 in accordance with the attached position description and as may be directed by the Mayor or City Council from time to time.

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 \$117,000.00 for the period from July 1, 2011 to June 30, 2014. 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 July 1.

4. PERFORMANCE EVALUATION. The Council shall review and evaluate the performance of Employee at least once annually in the month of April during 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. Employee agrees to continue his professional development education as mutually agreed between the parties. Employer agrees to reimburse employee for all agreed upon professional development educational expenses, including travel and lodging.

6. SICK LEAVE. Employee has accrued approximately 1,104 hours of sick leave under his previous Employment with Employer. That prior accrued sick leave shall be valued based upon his current salary at Public Works Director, immediately prior to

leaving that position. In addition, Employee shall continue to accrue sick leave benefits at the highest rate granted the Employer's most senior non-union employee. Further sick leave accrued as City Manager shall accumulate at that highest rate and be valued, at his final City Manager salary.

7. VACATIONS AND HOLIDAYS. Employee shall accrue and have credited to his personal account vacation at the rate of six (6) weeks per year for the period ending June 30, 2012, and annually thereafter. Employee shall be allowed to carry over two (2) weeks of unused vacation, but carry over vacation weeks cannot exceed two (2) weeks annually. Employer shall provide Employee the same holidays and number of Personal days as the Employer shall provide other non-union employees.

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 maybe applicable to all employees who participate in the IMRF.

9. DUES AND SUBSCRIPTIONS. Employer shall budget and pay the professional dues and subscriptions for Employee which are necessary for Employee's continued participation in national, regional, state and local associations and desirable for Employee's continued professional participation, growth and advancement. Such payments shall be approved by the City Council as part of the annual budget/appropriation process.

10. 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 \$300.00 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.

11. TERMINATION BENEFITS.

A. Termination by Employer Without Cause. In the event that the Employee is terminated without cause by the Employer between July 1, 2011 and June 30, 2014, 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 of the Employee for a period of twelve (12) 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.

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 pay or benefits due. Cause under this Employee Agreement is limited to the following:

(i) Employee is adjudicated by a court of competent jurisdiction to be guilty of fraud, dishonesty or other similar acts of misconduct.

(ii) Employee persistently fails or refuses to faithfully or diligently perform the duties to be performed by him hereunder to the material detriment of the Employer.

C. **Termination by Employee.** If Employee voluntarily resigns his position with Employer between July 1, 2011 and June 30, 2014, Employee agrees to give the Employer sixty (60) days advance notice. If Employee voluntarily resigns his position with Employer, there shall be no termination pay or benefits due to Employee.

12. **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 11A 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:

JOSEPH W. WUELLNER