



CITY OF URBANA CITY COUNCIL REGULAR MEETING

DATE: Monday, October 28, 2024
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
 - 1. 10-07-2024 Committee of the Whole Minutes
- C. Additions to the Agenda
- D. Presentation and Public Input
- E. Council Input and Communications
- F. Unfinished Business
 - 1. **Resolution No. 2024-08-058R:** A Resolution Approving Standardized Employment Agreement Templates for City Appointees – HRF/Exec
- G. Reports of Standing Committees
- H. **Committee of the Whole** (*Council Member Maryalice Wu, Ward 1*)
 - 1. Consent Agenda
 - 2. Regular Agenda
 - a. **Ordinance No. 2024-10-033:** An Ordinance Fixing the Salary of the City Clerk Elected for a Definite Term of Office (2025-2029) – CM Bishop & City Clerk
 - b. **Ordinance No. 2024-10-034:** An Ordinance Fixing the Salaries of City Officers who are Elected for a Definite Term of Office (2025-2029) – Exec
- I. Reports of Special Committees
- J. Reports of Officers
 - 1. Fire Station Construction Update – PW

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://urbanaininois.us/upty>

K. Mayoral Appointments

1. Mayoral Appointments to Boards and Commissions

Firemens' Pension Fund Board of Trustees

– Kristine Francisco (term ending June 30, 2025)

L. Adjournment

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanailinois.us. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input

Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than five (5) minutes per person. The Public Input portion of the meeting shall total no more than two (2) hours, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a

speaker who engages in the conduct or behavior proscribed under “Verbal Input”. Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker’s microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk’s Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanillinois.us



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
www.urbanailinois.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

Meeting: October 14, 2024 City Council Meeting
Subject: Employee Agreement Templates for Appointed Employees

Summary

Action Requested

The City Council is being asked to approve standardized employment agreement templates for the City Administrator and Department Heads, and other appointed employees.

Brief Background

The attached documents reflect staff's understanding of revisions directed by City Council. The proposed agreements articulate and memorialize the proposed terms and conditions of employment for the City's appointees as well as articulate the obligations and expectations between the City and its appointees. If approved, the templates will be utilized by City Administration and Human Resources when negotiating and entering into employment agreements with the City's appointees.

Relationship to City Services and Priorities

Impact on Core Services

The City's ability to recruit and retain highly qualified staff for these executive-level positions is critical to the organization's ability to serve the community. Without consistent, effective leadership, the City's work may suffer. Turnover, particularly in the City Administrator or department head positions, can be very disruptive.

Strategic Goals & Plans [N/A]

Previous Council Actions

In 2021, Council approved changes to the City Code that reduced the number of appointed positions. ([2021-08-038](#))

Discussion

Additional Background Information

The appointment process has, at times, been a barrier to recruiting or retaining highly qualified individuals to serve in the organization. The fact that the Mayor, who is the City's Chief Executive Officer, may change as often as every four years, creates a situation where appointed employees may

be concerned about job security. (Some current employees have already expressed such concerns to us.) Given the nature of their positions, appointed employees do not have an entitlement to an appeals process of adverse employment decisions, such as those provided to other employees by the Civil Service system or Collective Bargaining Agreements. Staff believes the proposed standard agreements would provide increased stability and predictability among leadership in the organization, a general consistency amongst the appointees in the terms and conditions of employment, and additional stability for appointed employees in terms of providing some mechanism that provides for a period of transition for appointees in the event the City elects not to continue their appointments for reasons other than malfeasance by the appointee. Accordingly, staff believes that implementation of these agreements will improve staff's ability to retain and recruit qualified employees in appointed positions.

The proposed contracts speak to terms of employment, and the potential of severance pay, but do not in any way increase an appointee's right to a position. They do not create an entitlement to reappointment by any Mayor, and do not limit the discretion any Mayor has to remove an appointee from office.

This item was previously discussed in Committee of the Whole meetings on September 9, September 23, and October 7. The resolution and templates attached reflect staff's understanding of revisions directed by the City Council. Revisions made since the October 7 Committee of the Whole meeting are included as markups and listed below –

1. Clarification in the resolution that this applies to all full-time, appointed positions.
2. Reference to Chapter 2 of the City Code in the sections on indemnification. (This is Section 8 in both agreements.)
3. Clarification regarding reimbursing the former appointee for expenses related to litigation in sections on transition of duties. (This is Section 15 in the agreement for City Administrator and department heads, and Section 14 in the agreement for other appointed employees.)

Fiscal and Budget Impact

Any impact, for example the cost of severance pay, is expected to be absorbed within the existing budget.

Recommendation

Staff recommends that the City Council approve the Resolution and agreement templates at the October 14 City Council meeting.

Next Steps

If approved, City Administration and Human Resources will utilize these templates when entering into employment agreements with its appointed officials.

Attachments

1. A Resolution Approving Standardized Employment Agreement Templates for City Appointees (including exhibits).
2. Markups of resolution and exhibits, including changes made since October 7, 2024.

Originated by: Michelle Brooks, Labor and Employee Relations Manager

Reviewed: Elizabeth Hannan, Human Resources and Finance Director

Approved: Carol Mitten, City Administrator

RESOLUTION NO. _____**A RESOLUTION APPROVING STANDARDIZED EMPLOYMENT AGREEMENT
TEMPLATES FOR CITY APPOINTEES**

WHEREAS, the terms and conditions of employment for the City's appointed employees are not governed by a collective bargaining agreement nor the Civil Service Rules; and

WHEREAS, it is in the best interests of both the City and its appointed employees that the terms and conditions of employment be memorialized; and

WHEREAS, the City endeavors to ensure uniformity and consistency across the employment agreements for its appointees;

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1. Council approves as to form the attached template for employment agreements between the City and its Department Heads and City Administrator, and the attached template between the City and its other appointed employees in all full-time, permanent positions.

Section 2. Council authorizes and directs the Mayor as designee to negotiate specific terms italicized and appearing within brackets, enter into, and execute such contracts with City appointees in full-time, permanent positions on behalf of the City of Urbana.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

Markup Versions of:

1. Employment Contract – CA&Department Head
2. Employment Contract – Other Appointed Officials
3. Resolution Employment Agreements



EMPLOYMENT AGREEMENT (DEPARTMENT HEADS AND CITY ADMINISTRATOR)

This Employment Agreement (hereinafter, “Agreement”) is entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”) and *[INSERT NAME]* (hereinafter, “Employee” or “they/them”) (the City and Employee sometimes referred to, generally, as a “Party” or collectively as the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

WHEREAS, the City seeks to employ/retain Employee and the City Council has appointed *[INSERT NAME]* to the position of *[POSITION]* pursuant to Illinois Municipal Code and the Urbana City Code (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43).

NOW, THEREFORE, in consideration of the promises and other good valuable consideration, as specified in the mutual terms, conditions, and covenants contained herein, the Parties agree as follows:

SECTION 1. TERM AND SCOPE OF AGREEMENT.

Pursuant to the Illinois Municipal Code and the Urbana City Code, Employee is subject to appointment and confirmation by the Mayor and Urbana City Council, respectively (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43). This Agreement speaks to the terms and conditions of Employee’s employment for so long as the City, through its Mayor and Council, appoints and appropriates for Employee to remain in the position of *[POSITION]*, the Employee chooses to accept and continue in that appointment, and is not separated from employment as described in Section 12 of this Agreement.

SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.

The City shall employ Employee and provide them with a job description for the position of [POSITION]. Employee shall perform and carryout the duties and responsibilities specified in the job description, appended hereto as Exhibit A. Employee shall also be given such authority as is reasonably necessary in order to perform the said duties and responsibilities. Employee shall perform their duties and responsibilities in a highly ethical and professional manner consistent with federal and state law, the Urbana City Code, City policies and procedures, and consistent with the ethics of their profession, all of which may, from time to time, be amended.

SECTION 3. COMPENSATION.

A. Salary. Employee compensation as [POSITION] shall be a gross annual salary of \$ [AMOUNT IN NUMBERS (AMOUNT WRITTEN)]. Employee's annual salary shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for participating in the benefits offered to Employee in the same manner as required of the Department Heads. The City shall pay Employee with the same frequency and on the same dates when the City's department heads are paid and consistent with the City's payroll policies and practices.

B. Non-Salary Compensatory Benefits. Excepted as provided for herein in this Section 3, the City agrees to provide the benefit package equivalent to that which is provided to the City's non-bargaining unit, full-time, exempt employees:

1. Vacation Days: Upon employment, Employee shall receive twenty (20) vacation days. Thereafter, beginning upon the start of the Employee's third year of employment, Employee shall accrue twenty-five (25) days of vacation annually on the anniversary of employment. [NOTE: if Employee is already employed with the City and is already receiving 25 days yearly accrual, just state, "*Employee shall continue to receive 25 days of vacation annually upon the anniversary of employment.*"]

2. Sick Leave: Upon employment, Employee shall be advanced ninety-six (96) hours of sick leave. Upon completion of the first year of employment, Employee shall accrue eight (8) hours of sick leave per month.

3. Holidays: Employee shall receive eight (8) hours of Holiday Pay for those holidays observed by the City consistent with the non-bargaining unit holiday schedule, and an additional floating holiday.

4. Pension: Should they elect, and consistent with all applicable state, federal, and local laws and regulations and City and pension plan policies, Employee will be enrolled in [IMRF, FIREFIGHTERS PENSION FUND, or POLICE PENSION FUND].

C. Adjustments. This Agreement shall be automatically amended to reflect any changes that are made to the City's salary and/or benefits and which are applied to the City's department heads as a whole, including but not limited to cost-of-living adjustments. Employee will also be eligible for pay increases consistent with compensation for other non-bargaining unit City employees.

SECTION 4. GENERAL BUSINESS EXPENSES, ALLOWANCES, AND STIPENDS.

Employee shall be reimbursed for business-related expenses in accordance with the provisions set forth in 820 ILCS 115/9.5 and relevant City policies. *[IF APPLICABLE, insert here provisions such as, "Employee shall be given one standard initial issue of uniforms, body armor, duty weapon and badge(s) and an annual uniform allowance of AMOUNT (subject to taxation and withholding). Employee will also be issued a laptop computer or tablet, which shall be maintained at the City's expense. Employee will either be issued a cell-phone by the City, which the City shall maintain at the City's expense, or shall be provided a cell-phone stipend for use of their private cell-phone for conducting business related to their job responsibilities. Laptops or cell-phones issued by the City shall remain City property and shall be returned upon Employee's separation from the City."]*

SECTION 5. WORK ENVIRONMENT.

The City shall provide an office and such workspace, furnishings, equipment, supplies, and administrative support as Employee may reasonably require in order for them to professionally, efficiently, and effectively undertake, perform, and discharge the duties and responsibilities provided for in Section 2 of this Agreement.

SECTION 6. AUTOMOBILE. [optional if applicable]

Employee will be issued a take-home vehicle for transportation needs related to their job duties for the duration of their tenure as *[POSITION]*. Employee may use the vehicle for personal travel within Champaign County limits and subject to IRS rules. Employee is not to allow other persons who are not designated by the City as authorized drivers to operate the automobile at any point in time. Employee acknowledges that personal use of this vehicle may be taxable, and employee may be required to report personal use to Finance staff. *[OR]* Should Employee utilize their personal vehicle for City business, Employee shall either be reimbursed or provided a stipend for all reasonable costs associated with such use.

SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.

A. Outside Employment. The employment provided by this Agreement shall be Employee's primary employment. The Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must constitute neither interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

B. Normal Working Hours. Employee recognizes that the City's normal business hours are from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, less one hour for lunch per workday. Notwithstanding the immediate foregoing, the City recognizes that Employee will be required to devote a considerable amount of time outside the City's normal business hours and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall permit Employee to faithfully perform the duties and responsibilities required by this Agreement and Exhibit A appended hereto and made a part hereof.

SECTION 8. INDEMNIFICATION.

Consistent with, and subject to the limitations of, [Chapter 2](#), Article IX of the Urbana City Code, the City shall provide legal defense services and indemnity for Employee if Employee is sued or threatened with suit for damages allegedly caused by their actions in the performance of their duties as [POSITION] to the fullest extent permitted by law.

SECTION 9. BONDING.

The City shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or City ordinance or policy.

SECTION 10. RELOCATION EXPENSES.

If Employee resides outside of Champaign County prior to hire date, and relocates their primary residence to within Champaign County, within one year of date hire for the position of [POSITION], Employee shall be reimbursed for reasonable costs associated with relocation of their primary residence.

SECTION 11. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.

To the extent that the City requires Employee to be licensed or certified to undertake and perform their duties and responsibilities, the City shall pay the full cost for obtaining and maintaining all

such licenses or certifications specific to Employee's position as [POSITION]. Employee shall be eligible for reimbursement for other licenses, continuing education, and certification fees as the Mayor or their designee may approve and which relate to Employee's performance of their duties and responsibilities. Within [TIME-FRAME] of commencement of employment, Employee must obtain (and thereafter maintain) [REQUIRED CERTIFICATION/LICENSURES]. Employee shall maintain in full force and effect during the period of their employment with the City all licenses and certifications which they are required to obtain as provided in Exhibit A appended hereto and made a part hereof.

- A. **Professional Organization Memberships.** The City shall pay for or reimburse Employee for the cost(s) of membership in one or more job-related professional organizations that the Mayor or their designee, deems beneficial to Employee's performance of their duties and responsibilities.
- B. **Conferences and Training.** The City shall pay for or reimburse Employee for the cost(s) they incur in connection with attendance of professional conferences, seminars, training, workshops, and development in connection with the performance of their duties and responsibilities, subject to budgetary constraints and prior authorization by the City Administrator or their designee. The City shall also pay for or reimburse Employee for cost(s) incurred in connection with such attendance per City travel policy.

SECTION 12. SEPARATION.

For purposes of this Agreement, separation shall mean and occur in any of the following circumstances:

- A. The Mayor, subject to Illinois Municipal Code Section 3.1-35-10 (65 ILCS 5/3.1-35-10), elects to either separate the Employee prior to the end of their existing appointment, elects not to reappoint Employee, or if the City Council declines to confirm Employee's re-appointment when put forth by the Mayor.
- B. The City, its residents, or legislature amends any provision of the Urbana City Code pertaining to the role, powers, duties, authority, and/or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.
- C. The City reduces the salary, compensation, or any other benefit of Employee in an amount or in value that is greater than the average reduction of all Department Heads' salary, compensation, or other benefits.

- D.** The Employee resigns following the City's formal offer to accept their resignation. In such case, Employee may declare a termination as of the date of the City's offer to accept their resignation.

SECTION 13. SEVERANCE.

Except as provided in Subsection F of this Section 13, the City shall pay severance to Employee when Employee's employment is separated as defined in Section 12.

A. Severance Payment. If, within the first year subsequent to the execution of this Agreement, Employee is separated from employment as [POSITION] as provided in Section 12 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of the second year subsequent to the execution of this Agreement, Employee shall receive an additional four (4) weeks of severance upon separation, with an additional two (2) weeks of severance for each additional full year of service, to a maximum of sixteen (16) weeks of severance.

B. Timing of Severance Payment. This severance shall be paid in between thirty-one (31) and sixty (60) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.

C. Final Payout. Employee shall also be compensated for all accrued and unused vacation leave, and as much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 13 shall be subject to withholding as required by state and federal law.

D. COBRA. Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 13.

E. Exception to Payment of Severance. Notwithstanding anything to the contrary contained in this Section 13, Employee shall not be entitled to any form of severance if Employee is removed from office pursuant 65 ILCS 5/3.1-35-10, or is terminated as a direct or proximate result of their unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. In the event that the City seeks to secure Employee's termination under this Subsection F of Section 13 through a mutually negotiated settlement, pursuant to the Illinois Government Severance

Act, 5 ILCS 415/10, the terms of such settlement shall provide no greater than ~~sixteen (16)~~ ~~twenty (20)~~ weeks of severance pay.

F. Entirety of Consideration. In the case of separation as described in Section 12 of this document, except as otherwise set forth in this Agreement, Employee is not entitled to any further compensation, monies, or other benefits from the City, including coverage under any benefit plans or programs sponsored by the City, except for those explicitly stated in Section 13 of this document.

SECTION 14. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.

In the event Employee voluntarily resigns from their position as [POSITION], without having first received an offer from the City for their resignation (as contemplated in Section 12(D) of this Agreement), Employee shall not be entitled to severance as provided in Section 13 of this Agreement. In the event of voluntary resignation, Employee agrees to provide a minimum of thirty (30) days' advance written notice to the Mayor. A failure by Employee to provide thirty (30) days' advance written notice of a resignation initiated by the Employee will be noted in Employee's personnel file for purposes of reference inquiries made by prospective employers. Employee may not take vacation time in excess of forty (40) hours within the last thirty (30) days of employment. If the Employee is willing to provide notice in excess of sixty (60) days, and the Parties agree upon a date of separation, Employee may be eligible for a Notice Incentive. Such Notice Incentive shall be in an amount negotiated between the Parties, in an amount not to exceed six (6) weeks' salary at Employee's final rate of pay. The date agreed upon between the Mayor and Employee shall be deemed a final and irrevocable notice of separation.

SECTION 15. TRANSITION OF DUTIES AND RESPONSIBILITIES.

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City. Subsequent to their separation, Employee agrees to remain available to the City for a period of ninety (90) days to respond, via Employee's preferred method of communication (i.e. phone or email), to occasional inquiries by the Administration regarding those matters Employee customarily handled. Employee also agrees to cooperate and assist the City in any pending litigation or litigation that may occur in the future that relates to the time period when Employee served as [POSITION]. Such agreement to cooperate and assist the City in pending and future litigation shall extend beyond the date of Employee's separation with the City. The City agrees to reimburse Employee for their time and

travel and any other expenses incurred by Employee in their assistance to the City in [all](#) such [litigation related](#) matters.

SECTION 16. MISCELLANEOUS TERMS.

A. Notices. Any notice required to be given shall be deemed effective if given as follows:

1. A notice which is hand delivered to the intended recipient of such notice shall be deemed effective on the day given if delivery directly to the intended recipient is made prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day. A hand-delivered notice shall be placed in an envelope bearing the name of the intended recipient.
2. A notice which is placed in a properly addressed envelope (based upon the most recent address provided by Employee to the City) bearing proper postage shall be deemed effective three (3) days following placement of such envelope with the United States Postal Service, First Class U.S. Mail delivery.
3. A notice which is placed with a private courier service for delivery shall be deemed effective on the day of delivery if the intended recipient receives the notice prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day.

All other forms of notice shall not be deemed effective. All notices shall bear a legend on the envelope that reads "CONFIDENTIAL."

B. Integration. This Agreement shall be deemed and construed as the sole and mutual understanding of the Parties and shall supersede and render null and void any prior understanding by and between the Parties whether such understanding is oral or in writing.

C. Amendment. Notwithstanding anything to the contrary contained in this Agreement, the Parties, by a duly executed writing, may amend, modify, change, or rescind this Agreement.

D. Binding Effect. This Agreement shall be binding on and enforceable against the Parties, respectively, as well as their executors, administrators, heirs, legatees, successors, assigns, and representatives in interest.

E. Effective Date. This Agreement shall become effective on the latest date of execution appearing below. Unless agreed to in writing otherwise, Employee's annual salary and

benefits provided in this Agreement and Exhibit B appended hereto and made a part hereof shall commence with the first day Employee commences performance of [POSITION]. [NOTE: For employees who are already employed by the City when they enter into this Employment Agreement, adjust language of this subsection to reflect their actual longevity and timing of provisions herein]

F. Severability. In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares an essential term of this Agreement to be null, void, and of no effect, and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court's declaration.

For purposes of this Subsection F of this Section 16, "essential term" shall mean and be construed as including the duties and responsibilities provided for in Section 2 of this Agreement and Exhibit B appended hereto and made a part hereof and the compensation provided in Section 3 of this Agreement and Exhibit A appended to and made a part of this Agreement.

G. Governing Law and Venue. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Illinois. Any action which may arise to enforce, construe, interpret, or for breach of this Agreement shall be filed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or the United States District Court for the Central District of Illinois and in no other jurisdiction or venue.

H. Section and Subsection Headings. Section and Subsection headings are provided for convenience in navigating this Agreement and are not intended to aid in the interpretation or construction of any term, condition, or covenant contained herein.

I. Assignment. Neither Party shall assign or otherwise transfer any right or obligation which that Party may have as provided in this Agreement without the written consent of the Parties.

J. Counterparts. The Parties may execute more than one conformed copy of this Agreement and each duly executed conformed copy shall be deemed an original.

K. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily

assumed responsibility for preparation of this Agreement.

L. Employee Allowed to Consult with an Attorney. Employee acknowledges that they have been given sufficient opportunity and time to consult with an attorney of their choosing before signing this agreement.

M. Default and Cure. In the event either Party defaults on any of that Party's obligation as set forth in this Agreement ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to send a written Notice of Default to the Defaulting Party which (i) describes the nature of the default in sufficient detail so as to put the Defaulting Party on notice of the nature of the default; (ii) identifies the Paragraph or Sub-Paragraph of this Agreement, as the case may be, that the Non-Defaulting Party believes is in default; and (iii) provides a reasonable date by which the Defaulting Party must cure the default. Within seven (7) calendar days after the effective date of the Notice of Default, the Defaulting Party shall (i) cure the default within the date specified in the Non-Defaulting Party's Notice of Default; (ii) provide evidence to the Non-Defaulting Party that demonstrates that the Defaulting Party is not in fact in default; or (iii) provide another reasonable date by which the Defaulting Party shall cure the default. In the event that the Defaulting Party responds to the Notice of Default by advising the Non-Defaulting Party the Defaulting Party is not in fact in default or proposes another date by which the default shall be cured, the Parties shall meet in an effort to resolve the dispute or set a date by when the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

N. Attorneys' Fees and Costs. If either Party is found by a court of competent jurisdiction to be in breach of this Agreement, to the extent not otherwise prohibited by Illinois law, the non-breaching Party shall be entitled to recover from the breaching Party any and all costs and expenses, including but not necessarily limited to reasonable attorneys' fees, incurred by the non-breaching party in seeking to enforce this Agreement.

O. Complete Agreement. This Agreement, together with any documents incorporated herein by reference and all related exhibits, constitutes the Parties' sole and entire agreement with respect to the subject matter contained herein and cancels, supersedes, and replaces any and all prior and contemporaneous proposals, understandings, representations, warranties, and agreements (written, oral, or implied) regarding all matters addressed herein. This Agreement is the result of full negotiations and final agreement between the Parties as to all relevant terms and conditions of employment, including, but not limited to, Employee's salary and benefits. Unless otherwise initiated by the City and pursuant to and consistent with City policies, practices, and procedures, adjustments to the conditions of employment including, but not limited to, salary or other benefits will only occur if agreed

to by both Parties, memorialized, and addended to this Agreement. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS *[INSERT NUMBER OF PAGES]* PAGES AND *[INSERT NUMBER OF SECTIONS]* SECTIONS CONTAINED THEREIN. EMPLOYEE ACKNOWLEDGES THAT THE ONLY CONSIDERATION FOR EMPLOYEE SIGNING THE AGREEMENT ARE THE TERMS STATED HEREIN, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO EMPLOYEE BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE EMPLOYEE TO SIGN THE AGREEMENT, THAT THEY ARE COMPETENT TO EXECUTE THE AGREEMENT, THAT THEY FULLY UNDERSTAND THE MEANING AND INTENT OF THE AGREEMENT, THAT THEY HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE AGREEMENT WITH EMPLOYEE'S ATTORNEY, AND THAT THEY ARE VOLUNTARILY EXECUTING IT OF EMPLOYEE'S OWN FREE WILL.

[END OF AGREEMENT, SIGNATURES FOLLOW]

For the City of Urbana, Illinois

Employee

Mayor

[INSERT NAME]

Date

Date

Exhibits: A. Job Description
B. Offer Letter



EMPLOYMENT AGREEMENT (APPOINTED EMPLOYEES)

This Employment Agreement (hereinafter, “Agreement”) is entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”) and *[INSERT NAME]* (hereinafter, “Employee” or “they/them”) (the City and Employee sometimes referred to, generally, as a “Party” or collectively as the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

WHEREAS, the City seeks to employ/retain Employee and the City Council has appointed *[INSERT NAME]* to the position of *[POSITION]* pursuant to Illinois Municipal Code and the Urbana City Code (65 ILCS 5/3.1-30-5; UCC 2042, 24-3).

NOW, THEREFORE, in consideration of the promises and other good valuable consideration, as specified in the mutual terms, conditions, and covenants contained herein, the Parties agree as follows:

SECTION 1. TERM AND SCOPE OF AGREEMENT.

Pursuant to the Illinois Municipal Code and the Urbana City Code, Employee is subject to appointment and confirmation by the Mayor and Urbana City Council, respectively (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43). This Agreement speaks to the terms and conditions of Employee’s employment for so long as the City, through its Mayor and Council, appoints and appropriates for Employee to remain in the position of *[POSITION]*, the Employee chooses to accept and continue in that appointment, and is not separated from employment as described in Section 12 of this Agreement.

SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.

The City shall employ Employee and provide them with a job description for the position of [POSITION]. Employee shall perform and carryout the duties and responsibilities specified in the job description, appended hereto as Exhibit A. Employee shall also be given such authority as is reasonably necessary in order to perform the said duties and responsibilities. Employee shall perform their duties and responsibilities in a highly ethical and professional manner consistent with federal and state law, the Urbana City Code, City policies and procedures, and consistent with the ethics of their profession, all of which may, from time to time, be amended.

SECTION 3. COMPENSATION.

A. Salary. Employee compensation as [POSITION] shall be a gross annual salary of \$ [AMOUNT IN NUMBERS (AMOUNT WRITTEN)]. Employee's annual salary shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for participating in the benefits offered to Employee in the same manner as required of the Department Heads. The City shall pay Employee with the same frequency and on the same dates when the City's department heads are paid and consistent with the City's payroll policies and practices.

B. Non-Salary Compensatory Benefits. Excepted as provided for herein in this Section 3, the City agrees to provide the benefit package equivalent to that which is provided to the City's non-bargaining unit, full-time, exempt employees:

1. Vacation Days: Upon employment, Employee shall receive twenty (20) vacation days. Thereafter, beginning upon the start of the Employee's fourth year of employment, Employee shall accrue twenty-five (25) days of vacation annually on the anniversary of employment. [NOTE: if Employee is already employed with the City and is already receiving 25 days yearly accrual, just state, "*Employee shall continue to receive 25 days of vacation annually upon the anniversary of employment.*"]

2. Sick Leave: Upon employment, Employee shall be advanced ninety-six (96) hours of sick leave. Upon completion of the first year of employment, Employee shall accrue eight (8) hours of sick leave per month.

3. Holidays: Employee shall receive eight (8) hours of Holiday Pay for those holidays observed by the City consistent with the non-bargaining unit holiday schedule, and an additional floating holiday.

4. Pension: Should they elect, and consistent with all applicable State, Federal, and local laws and regulations and City and pension plan policies, Employee will be enrolled in [IMRF, FIREFIGHTERS PENSION FUND, or POLICE PENSION FUND].

C. Adjustments. This Agreement shall be automatically amended to reflect any changes that are made to the City's salary and/or benefits and which are applied to the City's department heads as a whole including, but not necessarily limited to, cost of living adjustments. Employee will also be eligible for pay increases consistent with compensation for other non-bargaining unit City employees.

SECTION 4. GENERAL BUSINESS EXPENSES, ALLOWANCES, AND STIPENDS.

Employee shall be reimbursed for business-related expenses in accordance with the provisions set forth in 820 ILCS 115/9.5 and relevant City policies. *[IF APPLICABLE, insert here provisions such as, "Employee shall be given one standard initial issue of uniforms, body armor, duty weapon and badge(s) and an annual uniform allowance of AMOUNT (subject to taxation and withholding). Employee will also be issued a laptop computer or tablet, which shall be maintained at the City's expense. Employee will either be issued a cell-phone by the City, which the City shall maintain at the City's expense, or shall be provided a cell-phone stipend for use of their private cell-phone for conducting business related to their job responsibilities. Laptops or cell-phones issued by the City shall remain City property and shall be returned upon Employee's separation from the City."]*

SECTION 5. WORK ENVIRONMENT.

The City shall provide workspace, furnishings, equipment, supplies, and administrative support as Employee may reasonably require in order for them to professionally, efficiently, and effectively undertake, perform, and discharge the duties and responsibilities provided for in Section 2 of this Agreement.

SECTION 6. AUTOMOBILE. [optional if applicable]

Employee will be issued a take-home vehicle for transportation needs related to their job duties for the duration of their tenure as *[POSITION]*. Employee may use the vehicle for personal travel within Champaign County limits and subject to IRS rules. Employee is not to allow other persons who are not designated by the City as authorized drivers to operate the automobile at any point in time. Employee acknowledges that personal use of this vehicle may be taxable, and employee may be required to report personal use to Finance staff. *[OR]* Should Employee utilize

their personal vehicle for City business, Employee shall either be reimbursed or provided a stipend for all reasonable costs associated with such use.

SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.

A. Outside Employment. The employment provided by this Agreement shall be Employee's primary employment. The Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must constitute neither interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

B. Normal Working Hours. Employee recognizes that the City's normal business hours are from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, less one hour for lunch per workday. Notwithstanding the immediate foregoing, the City recognizes that Employee will be required to devote a considerable amount of time outside the City's normal business hours and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall permit Employee to faithfully perform the duties and responsibilities required by this Agreement and Exhibit A appended hereto and made a part hereof.

SECTION 8. INDEMNIFICATION.

Consistent with, and subject to the limitations of, [Chapter 2](#), Article IX of the Urbana City Code, the City shall provide legal defense services and indemnity for Employee if Employee is sued or threatened with suit for damages allegedly caused by their actions in the performance of their duties as [POSITION] to the fullest extent permitted by law.

SECTION 9. BONDING.

The City shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or City ordinance or policy.

SECTION 10. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.

To the extent that the City requires Employee to be licensed or certified to undertake and perform their duties and responsibilities, the City shall pay the full cost for obtaining and maintaining all such licenses or certifications specific to Employee's position as [POSITION]. Employee shall be eligible for reimbursement for other licenses, continuing education, and certification fees as the City Administrator or their designee may approve and which relate to Employee's performance of their duties and responsibilities. Within [TIME-FRAME] of commencement of employment, Employee must obtain (and thereafter maintain) [REQUIRED CERTIFICATION/LICENSES]. Employee shall maintain in full force and effect during the period of their employment with the City all licenses and certification which they are required to obtain as provided in Exhibit A appended hereto and made a part hereof.

A. Professional Organization Memberships. The City shall pay for or reimburse Employee for the cost(s) of membership in one or more job-related professional organizations that the City Administrator, or their designee, deems beneficial to Employee's performance of their duties and responsibilities.

B. Conferences and Training. The City shall pay for or reimburse Employee for the cost(s) they incur in connection with attendance of professional conferences, seminars, training, workshops, and development in connection with the performance of their duties and responsibilities, subject to budgetary constraints and prior authorization by the City Administrator or their designee. The City shall also pay for or reimburse Employee for cost(s) incurred in connection with such attendance per City travel policy.

SECTION 11. SEPARATION.

For purposes of this Agreement, separation shall mean and occur in any of the following circumstances:

- A.** The Mayor, subject to Illinois Municipal Code Section 3.1-35-10 (65 ILCS 5/3.1-35-10), elects to either separate the Employee prior to the end of their existing appointment, elects not to reappoint Employee, or if the City Council declines to confirm Employee's re-appointment when put forth by the Mayor.
- B.** The City, residents or legislature amends any provision of the Urbana City Code pertaining to the role, powers, duties, authority, and/or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.

- C. The City reduces the salary, compensation, or any other benefit of Employee in an amount or in value that is greater than the average reduction of all Department Heads' salary, compensation, or other benefits.
- D. The Employee resigns following the City's formal offer to accept their resignation. In such case, Employee may declare a termination as of the date of the City's offer to accept their resignation.

SECTION 12. SEVERANCE.

Except as provided in Subsection F of this Section 12, the City shall pay severance to Employee when Employee's employment is separated as defined in Section 11.

- A. **Severance Payment.** If, within the first year subsequent to the execution of this Agreement, Employee is separated from employment as [POSITION] as provided in Section 11 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of the second year subsequent to the execution of this Agreement, Employee shall receive an additional two (2) weeks of severance upon separation, with an additional one (1) week of severance for each additional full year of service, to a maximum of sixteen (16) weeks of severance.
- B. **Timing of Severance Payment.** This severance shall be paid in between thirty-one (31) and sixty (60) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.
- C. **Final Payout.** Employee shall also be compensated for all accrued and unused vacation leave, and as much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 12 shall be subject to withholding as required by state and federal law.
- D. **COBRA.** Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 12.

E. Exception to Payment of Severance. Notwithstanding anything to the contrary contained in this Section 12, Employee shall not be entitled to any form of severance if Employee is removed from office pursuant 65 ILCS 5/3.1-35-10, or is terminated as a direct or proximate result of their unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. In the event that the City seeks to secure Employee's termination under this Subsection E of Section 12 through a mutually negotiated settlement, pursuant to the Illinois Government Severance Act, 5 ILCS 415/10, the terms of such settlement shall provide no greater than **sixteen (16)** ~~twenty (20)~~ weeks of severance pay.

F. Entirety of Consideration. Except as otherwise set forth in this Agreement, Employee is not entitled to any further compensation, monies, or other benefits from the City, including coverage under any benefit plans or programs sponsored by the City, except for those explicitly stated in Section 12 of this document.

SECTION 13. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.

In the event Employee voluntarily resigns from their position as [POSITION], without having first received an offer from the City for their resignation (as contemplated in Section 12(D) of this Agreement), Employee shall not be entitled to severance as provided in Section 13 of this Agreement. In the event of voluntary resignation, Employee agrees to provide a minimum of thirty (30) days' advance written notice to the Mayor. Employee may not take vacation time in excess of forty (40) hours within the last thirty (30) days of employment.

SECTION 14. TRANSITION OF DUTIES AND RESPONSIBILITIES.

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City. Subsequent to their separation, Employee agrees to remain available to the City for a period of thirty (30) days to respond, via Employee's preferred method of communication (i.e. phone or email), to occasional inquiries by the Administration regarding those matters Employee customarily handled. Employee also agrees to cooperate and assist the City in any pending litigation or litigation that may occur in the future that relates to the time period when Employee served as [POSITION]. Such agreement to cooperate and assist the City in pending and future litigation shall extend beyond the date of Employee's separation with the City. The City agrees to reimburse Employee for their time and travel and any other expenses incurred by Employee in their assistance to the City in all such litigation related matters.

SECTION 15. MISCELLANEOUS TERMS.

A. Notices. Any notice required to be given shall be deemed effective if given as follows:

1. A notice which is hand delivered to the intended recipient of such notice shall be deemed effective on the day given if delivery directly to the intended recipient is made prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day. A hand-delivered notice shall be placed in an envelope bearing the name of the intended recipient.
2. A notice which is placed in a properly addressed envelope (based upon the most recent address provided by Employee to the City) bearing proper postage shall be deemed effective three (3) days following placement of such envelope with the United States Postal Service, First Class U.S. Mail delivery.
3. A notice which is placed with a private courier service for delivery shall be deemed effective on the day of delivery if the intended recipient receives the notice prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day.

All other forms of notice shall not be deemed effective. All notices shall bear a legend on the envelope that reads "CONFIDENTIAL."

B. Integration. This Agreement shall be deemed and construed as the sole and mutual understanding of the Parties and shall supersede and render null and void any prior understanding by and between the Parties whether such understanding is oral or in writing.

C. Amendment. Notwithstanding anything to the contrary contained in this Agreement, the Parties, by a duly executed writing, may amend, modify, change, or rescind this Agreement.

D. Binding Effect. This Agreement shall be binding on and enforceable against the Parties, respectively, as well as their executors, administrators, heirs, legatees, successors, assigns, and representatives in interest.

E. Effective Date. This Agreement shall become effective on the latest date of execution appearing below. Unless agreed to in writing otherwise, Employee's annual salary and benefits provided in this Agreement and Exhibit B appended hereto and made apart hereof shall commence with the first day Employee commences performance of [POSITION]. [NOTE: For employees who are already employed by the City when they enter into this Employment Agreement, adjust language of this subsection to reflect their actual longevity and timing of provisions herein]

F. Severability. In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares

an essential term of this Agreement to be null, void, and of no effect, and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court's declaration.

For purposes of this Subsection F of this Section 16, "essential term" shall mean and be construed as including the duties and responsibilities provided for in Section 2 of this Agreement and Exhibit B appended hereto and made a part hereof and the compensation provided in Section 3 of this Agreement and Exhibit A appended to and made a part of this Agreement.

G. Governing Law and Venue. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Illinois. Any action which may arise to enforce, construe, interpret, or for breach of this Agreement shall be filed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or the United States District Court for the Central District of Illinois and in no other jurisdiction or venue.

H. Section and Subsection Headings. Section and Subsection headings are provided for convenience in navigating this Agreement and are not intended to aid in the interpretation or construction of any term, condition, or covenant contained herein.

I. Assignment. Neither Party shall assign or otherwise transfer any right or obligation which that Party may have as provided in this Agreement without the written consent of the Parties.

J. Counterparts. The Parties may execute more than one conformed copy of this Agreement and each duly executed conformed copy shall be deemed an original.

K. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for preparation of this Agreement.

L. Employee Allowed to Consult with an Attorney. Employee acknowledges that they have been given sufficient opportunity and time to consult with an attorney of their choosing before signing this agreement.

M. Default and Cure. In the event either Party defaults on any of that Party's obligation as set forth in this Agreement ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to send a written Notice of Default to the Defaulting Party which (i) describes the nature of the default in sufficient detail so as to put the Defaulting Party on notice of the nature of the default; (ii) identifies the Paragraph or Sub-Paragraph

of this Agreement, as the case may be, that the Non-Defaulting Party believes is in default; and (iii) provides a reasonable date by which the Defaulting Party must cure the default. Within seven (7) calendar days after the effective date of the Notice of Default, the Defaulting Party shall (i) cure the default within the date specified in the Non-Defaulting Party's Notice of Default; (ii) provide evidence to the Non-Defaulting Party that demonstrates that the Defaulting Party is not in fact in default; or (iii) provide another reasonable date by which the Defaulting Party shall cure the default. In the event that the Defaulting Party responds to the Notice of Default by advising the Non-Defaulting Party the Defaulting Party is not in fact in default or proposes another date by which the default shall be cured, the Parties shall meet in an effort to resolve the dispute or set a date by when the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

N. Attorneys' Fees and Costs. If either Party is found by a court of competent jurisdiction to be in breach of this Agreement, to the extent not otherwise prohibited by Illinois law, the non-breaching Party shall be entitled to recover from the breaching Party any and all costs and expenses, including but not necessarily limited to reasonable attorneys' fees, incurred by the non-breaching party in seeking to enforce this Agreement.

O. Complete Agreement. This Agreement, together with any documents incorporated herein by reference and all related exhibits, constitutes the Parties' sole and entire agreement with respect to the subject matter contained herein and cancels, supersedes, and replaces any and all prior and contemporaneous proposals, understandings, representations, warranties, and agreements (written, oral, or implied) regarding all matters addressed herein. This Agreement is the result of full negotiations and final agreement between the Parties as to all relevant terms and conditions of employment, including, but not limited to, Employee's salary and benefits. Unless otherwise initiated by the City and pursuant to and consistent with City policies, practices, and procedures, adjustments to the conditions of employment including, but not limited to, salary or other benefits will only occur if agreed to by both Parties, memorialized, and added to this Agreement. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS [INSERT NUMBER OF PAGES] PAGES AND [INSERT NUMBER OF SECTIONS] SECTIONS CONTAINED THEREIN. EMPLOYEE ACKNOWLEDGES THAT THE ONLY CONSIDERATION FOR EMPLOYEE SIGNING THE AGREEMENT ARE THE

TERMS STATED HEREIN, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO EMPLOYEE BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE EMPLOYEE TO SIGN THE AGREEMENT, THAT THEY ARE COMPETENT TO EXECUTE THE AGREEMENT, THAT THEY FULLY UNDERSTAND THE MEANING AND INTENT OF THE AGREEMENT, THAT THEY HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE AGREEMENT WITH EMPLOYEE'S ATTORNEY, AND THAT THEY ARE VOLUNTARILY EXECUTING IT OF EMPLOYEE'S OWN FREE WILL.

[END OF AGREEMENT, SIGNATURES FOLLOW]

For the City of Urbana, Illinois

Employee

Mayor

[INSERT NAME]

Date

Date

Exhibits: A. Job Description
B. Offer Letter

RESOLUTION NO. _____**A RESOLUTION APPROVING STANDARDIZED EMPLOYMENT AGREEMENT
TEMPLATES FOR CITY APPOINTEES**

WHEREAS, the terms and conditions of employment for the City's appointed employees are not governed by a collective bargaining agreement nor the Civil Service Rules; and

WHEREAS, it is in the best interests of both the City and its appointed employees that the terms and conditions of employment be memorialized; and

WHEREAS, the City endeavors to ensure uniformity and consistency across the employment agreements for its appointees;

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1. Council approves as to form the attached template for employment agreements between the City and its Department Heads and City Administrator, and the attached template between the City and its other appointed employees in all full-time, permanent positions.

Section 2. Council authorizes and directs the Mayor as designee to negotiate specific terms italicized and appearing within brackets, enter into, and execute such contracts with City appointees in full-time, permanent positions on behalf of the City of Urbana.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 2024.

Diane Wolfe Marlin, Mayor



EMPLOYMENT AGREEMENT (DEPARTMENT HEADS AND CITY ADMINISTRATOR)

This Employment Agreement (hereinafter, “Agreement”) is entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”) and *[INSERT NAME]* (hereinafter, “Employee” or “they/them”) (the City and Employee sometimes referred to, generally, as a “Party” or collectively as the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

WHEREAS, the City seeks to employ/retain Employee and the City Council has appointed *[INSERT NAME]* to the position of *[POSITION]* pursuant to Illinois Municipal Code and the Urbana City Code (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43).

NOW, THEREFORE, in consideration of the promises and other good valuable consideration, as specified in the mutual terms, conditions, and covenants contained herein, the Parties agree as follows:

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A. Salary. Employee compensation as [POSITION] shall be a gross annual salary of \$ [AMOUNT IN NUMBERS (AMOUNT WRITTEN)]. Employee's annual salary shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for participating in the benefits offered to Employee in the same manner as required of the Department Heads. The City shall pay Employee with the same frequency and on the same dates when the City's department heads are paid and consistent with the City's payroll policies and practices.

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The City shall provide an office and such workspace, furnishings, equipment, supplies, and administrative support as Employee may reasonably require in order for them to professionally, efficiently, and effectively undertake, perform, and discharge the duties and responsibilities provided for in Section 2 of this Agreement.

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SECTION 9. BONDING.

The City shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or City ordinance or policy.

SECTION 10. RELOCATION EXPENSES.

If Employee resides outside of Champaign County prior to hire date, and relocates their primary residence to within Champaign County, within one year of date hire for the position of [POSITION], Employee shall be reimbursed for reasonable costs associated with relocation of their primary residence.

SECTION 11. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.

To the extent that the City requires Employee to be licensed or certified to undertake and perform their duties and responsibilities, the City shall pay the full cost for obtaining and maintaining all

such licenses or certifications specific to Employee's position as [POSITION]. Employee shall be eligible for reimbursement for other licenses, continuing education, and certification fees as the Mayor or their designee may approve and which relate to Employee's performance of their duties and responsibilities. Within [TIME-FRAME] of commencement of employment, Employee must obtain (and thereafter maintain) [REQUIRED CERTIFICATION/LICENSURES]. Employee shall maintain in full force and effect during the period of their employment with the City all licenses and certifications which they are required to obtain as provided in Exhibit A appended hereto and made a part hereof.

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- A. The Mayor, subject to Illinois Municipal Code Section 3.1-35-10 (65 ILCS 5/3.1-35-10), elects to either separate the Employee prior to the end of their existing appointment, elects not to reappoint Employee, or if the City Council declines to confirm Employee's re-appointment when put forth by the Mayor.
- B. The City, its residents, or legislature amends any provision of the Urbana City Code pertaining to the role, powers, duties, authority, and/or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.
- C. The City reduces the salary, compensation, or any other benefit of Employee in an amount or in value that is greater than the average reduction of all Department Heads' salary, compensation, or other benefits.

- D.** The Employee resigns following the City's formal offer to accept their resignation. In such case, Employee may declare a termination as of the date of the City's offer to accept their resignation.

SECTION 13. SEVERANCE.

Except as provided in Subsection F of this Section 13, the City shall pay severance to Employee when Employee's employment is separated as defined in Section 12.

A. Severance Payment. If, within the first year subsequent to the execution of this Agreement, Employee is separated from employment as [POSITION] as provided in Section 12 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of the second year subsequent to the execution of this Agreement, Employee shall receive an additional four (4) weeks of severance upon separation, with an additional two (2) weeks of severance for each additional full year of service, to a maximum of sixteen (16) weeks of severance.

B. Timing of Severance Payment. This severance shall be paid in between thirty-one (31) and sixty (60) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.

C. Final Payout. Employee shall also be compensated for all accrued and unused vacation leave, and as much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 13 shall be subject to withholding as required by state and federal law.

D. COBRA. Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 13.

E. Exception to Payment of Severance. Notwithstanding anything to the contrary contained in this Section 13, Employee shall not be entitled to any form of severance if Employee is removed from office pursuant 65 ILCS 5/3.1-35-10, or is terminated as a direct or proximate result of their unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. In the event that the City seeks to secure Employee's termination under this Subsection F of Section 13 through a mutually negotiated settlement, pursuant to the Illinois Government Severance

Act, 5 ILCS 415/10, the terms of such settlement shall provide no greater than sixteen (16) weeks of severance pay.

F. Entirety of Consideration. In the case of separation as described in Section 12 of this document, except as otherwise set forth in this Agreement, Employee is not entitled to any further compensation, monies, or other benefits from the City, including coverage under any benefit plans or programs sponsored by the City, except for those explicitly stated in Section 13 of this document.

SECTION 14. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.

In the event Employee voluntarily resigns from their position as [POSITION], without having first received an offer from the City for their resignation (as contemplated in Section 12(D) of this Agreement), Employee shall not be entitled to severance as provided in Section 13 of this Agreement. In the event of voluntary resignation, Employee agrees to provide a minimum of thirty (30) days' advance written notice to the Mayor. A failure by Employee to provide thirty (30) days' advance written notice of a resignation initiated by the Employee will be noted in Employee's personnel file for purposes of reference inquiries made by prospective employers. Employee may not take vacation time in excess of forty (40) hours within the last thirty (30) days of employment. If the Employee is willing to provide notice in excess of sixty (60) days, and the Parties agree upon a date of separation, Employee may be eligible for a Notice Incentive. Such Notice Incentive shall be in an amount negotiated between the Parties, in an amount not to exceed six (6) weeks' salary at Employee's final rate of pay. The date agreed upon between the Mayor and Employee shall be deemed a final and irrevocable notice of separation.

SECTION 15. TRANSITION OF DUTIES AND RESPONSIBILITIES.

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City. Subsequent to their separation, Employee agrees to remain available to the City for a period of ninety (90) days to respond, via Employee's preferred method of communication (i.e. phone or email), to occasional inquiries by the Administration regarding those matters Employee customarily handled. Employee also agrees to cooperate and assist the City in any pending litigation or litigation that may occur in the future that relates to the time period when Employee served as [POSITION]. Such agreement to cooperate and assist the City in pending and future litigation shall extend beyond the date of Employee's separation with the City. The City agrees to reimburse Employee for their time and

travel and any other expenses incurred by Employee in their assistance to the City in all such litigation related matters.

SECTION 16. MISCELLANEOUS TERMS.

A. Notices. Any notice required to be given shall be deemed effective if given as follows:

1. A notice which is hand delivered to the intended recipient of such notice shall be deemed effective on the day given if delivery directly to the intended recipient is made prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day. A hand-delivered notice shall be placed in an envelope bearing the name of the intended recipient.
2. A notice which is placed in a properly addressed envelope (based upon the most recent address provided by Employee to the City) bearing proper postage shall be deemed effective three (3) days following placement of such envelope with the United States Postal Service, First Class U.S. Mail delivery.
3. A notice which is placed with a private courier service for delivery shall be deemed effective on the day of delivery if the intended recipient receives the notice prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day.

All other forms of notice shall not be deemed effective. All notices shall bear a legend on the envelope that reads "CONFIDENTIAL."

B. Integration. This Agreement shall be deemed and construed as the sole and mutual understanding of the Parties and shall supersede and render null and void any prior understanding by and between the Parties whether such understanding is oral or in writing.

C. Amendment. Notwithstanding anything to the contrary contained in this Agreement, the Parties, by a duly executed writing, may amend, modify, change, or rescind this Agreement.

D. Binding Effect. This Agreement shall be binding on and enforceable against the Parties, respectively, as well as their executors, administrators, heirs, legatees, successors, assigns, and representatives in interest.

E. Effective Date. This Agreement shall become effective on the latest date of execution appearing below. Unless agreed to in writing otherwise, Employee's annual salary and

benefits provided in this Agreement and Exhibit B appended hereto and made a part hereof shall commence with the first day Employee commences performance of [POSITION]. [NOTE: For employees who are already employed by the City when they enter into this Employment Agreement, adjust language of this subsection to reflect their actual longevity and timing of provisions herein]

F. Severability. In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares an essential term of this Agreement to be null, void, and of no effect, and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court's declaration.

For purposes of this Subsection F of this Section 16, "essential term" shall mean and be construed as including the duties and responsibilities provided for in Section 2 of this Agreement and Exhibit B appended hereto and made a part hereof and the compensation provided in Section 3 of this Agreement and Exhibit A appended to and made a part of this Agreement.

G. Governing Law and Venue. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Illinois. Any action which may arise to enforce, construe, interpret, or for breach of this Agreement shall be filed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or the United States District Court for the Central District of Illinois and in no other jurisdiction or venue.

H. Section and Subsection Headings. Section and Subsection headings are provided for convenience in navigating this Agreement and are not intended to aid in the interpretation or construction of any term, condition, or covenant contained herein.

I. Assignment. Neither Party shall assign or otherwise transfer any right or obligation which that Party may have as provided in this Agreement without the written consent of the Parties.

J. Counterparts. The Parties may execute more than one conformed copy of this Agreement and each duly executed conformed copy shall be deemed an original.

K. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily

assumed responsibility for preparation of this Agreement.

L. Employee Allowed to Consult with an Attorney. Employee acknowledges that they have been given sufficient opportunity and time to consult with an attorney of their choosing before signing this agreement.

M. Default and Cure. In the event either Party defaults on any of that Party's obligation as set forth in this Agreement ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to send a written Notice of Default to the Defaulting Party which (i) describes the nature of the default in sufficient detail so as to put the Defaulting Party on notice of the nature of the default; (ii) identifies the Paragraph or Sub-Paragraph of this Agreement, as the case may be, that the Non-Defaulting Party believes is in default; and (iii) provides a reasonable date by which the Defaulting Party must cure the default. Within seven (7) calendar days after the effective date of the Notice of Default, the Defaulting Party shall (i) cure the default within the date specified in the Non-Defaulting Party's Notice of Default; (ii) provide evidence to the Non-Defaulting Party that demonstrates that the Defaulting Party is not in fact in default; or (iii) provide another reasonable date by which the Defaulting Party shall cure the default. In the event that the Defaulting Party responds to the Notice of Default by advising the Non-Defaulting Party the Defaulting Party is not in fact in default or proposes another date by which the default shall be cured, the Parties shall meet in an effort to resolve the dispute or set a date by when the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

N. Attorneys' Fees and Costs. If either Party is found by a court of competent jurisdiction to be in breach of this Agreement, to the extent not otherwise prohibited by Illinois law, the non-breaching Party shall be entitled to recover from the breaching Party any and all costs and expenses, including but not necessarily limited to reasonable attorneys' fees, incurred by the non-breaching party in seeking to enforce this Agreement.

O. Complete Agreement. This Agreement, together with any documents incorporated herein by reference and all related exhibits, constitutes the Parties' sole and entire agreement with respect to the subject matter contained herein and cancels, supersedes, and replaces any and all prior and contemporaneous proposals, understandings, representations, warranties, and agreements (written, oral, or implied) regarding all matters addressed herein. This Agreement is the result of full negotiations and final agreement between the Parties as to all relevant terms and conditions of employment, including, but not limited to, Employee's salary and benefits. Unless otherwise initiated by the City and pursuant to and consistent with City policies, practices, and procedures, adjustments to the conditions of employment including, but not limited to, salary or other benefits will only occur if agreed

to by both Parties, memorialized, and addended to this Agreement. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS [INSERT NUMBER OF PAGES] PAGES AND [INSERT NUMBER OF SECTIONS] SECTIONS CONTAINED THEREIN. EMPLOYEE ACKNOWLEDGES THAT THE ONLY CONSIDERATION FOR EMPLOYEE SIGNING THE AGREEMENT ARE THE TERMS STATED HEREIN, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO EMPLOYEE BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE EMPLOYEE TO SIGN THE AGREEMENT, THAT THEY ARE COMPETENT TO EXECUTE THE AGREEMENT, THAT THEY FULLY UNDERSTAND THE MEANING AND INTENT OF THE AGREEMENT, THAT THEY HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE AGREEMENT WITH EMPLOYEE'S ATTORNEY, AND THAT THEY ARE VOLUNTARILY EXECUTING IT OF EMPLOYEE'S OWN FREE WILL.

[END OF AGREEMENT, SIGNATURES FOLLOW]

For the City of Urbana, Illinois

Employee

Mayor

[INSERT NAME]

Date

Date

Exhibits: A. Job Description
B. Offer Letter



EMPLOYMENT AGREEMENT (APPOINTED EMPLOYEES)

This Employment Agreement (hereinafter, “Agreement”) is entered into by and between the CITY OF URBANA, ILLINOIS (hereinafter, the “City”) and *[INSERT NAME]* (hereinafter, “Employee” or “they/them”) (the City and Employee sometimes referred to, generally, as a “Party” or collectively as the “Parties”).

WHEREAS, the City is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power, whether legislative or administrative, and perform any function pertaining to its government and affairs not otherwise expressly reserved to the State of Illinois by legislation; and

WHEREAS, the City seeks to employ/retain Employee and the City Council has appointed *[INSERT NAME]* to the position of *[POSITION]* pursuant to Illinois Municipal Code and the Urbana City Code (65 ILCS 5/3.1-30-5; UCC 2042, 24-3).

NOW, THEREFORE, in consideration of the promises and other good valuable consideration, as specified in the mutual terms, conditions, and covenants contained herein, the Parties agree as follows:

SECTION 1. TERM AND SCOPE OF AGREEMENT.

Pursuant to the Illinois Municipal Code and the Urbana City Code, Employee is subject to appointment and confirmation by the Mayor and Urbana City Council, respectively (65 ILCS 5/3.1-30-5; UCC 2-42, 2-43). This Agreement speaks to the terms and conditions of Employee’s employment for so long as the City, through its Mayor and Council, appoints and appropriates for Employee to remain in the position of *[POSITION]*, the Employee chooses to accept and continue in that appointment, and is not separated from employment as described in Section 12 of this Agreement.

SECTION 2. DUTIES AND AUTHORITY OF EMPLOYEE.

The City shall employ Employee and provide them with a job description for the position of [POSITION]. Employee shall perform and carryout the duties and responsibilities specified in the job description, appended hereto as Exhibit A. Employee shall also be given such authority as is reasonably necessary in order to perform the said duties and responsibilities. Employee shall perform their duties and responsibilities in a highly ethical and professional manner consistent with federal and state law, the Urbana City Code, City policies and procedures, and consistent with the ethics of their profession, all of which may, from time to time, be amended.

SECTION 3. COMPENSATION.

A. Salary. Employee compensation as [POSITION] shall be a gross annual salary of \$ [AMOUNT IN NUMBERS (AMOUNT WRITTEN)]. Employee's annual salary shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for participating in the benefits offered to Employee in the same manner as required of the Department Heads. The City shall pay Employee with the same frequency and on the same dates when the City's department heads are paid and consistent with the City's payroll policies and practices.

B. Non-Salary Compensatory Benefits. Excepted as provided for herein in this Section 3, the City agrees to provide the benefit package equivalent to that which is provided to the City's non-bargaining unit, full-time, exempt employees:

1. Vacation Days: Upon employment, Employee shall receive twenty (20) vacation days. Thereafter, beginning upon the start of the Employee's fourth year of employment, Employee shall accrue twenty-five (25) days of vacation annually on the anniversary of employment. [NOTE: if Employee is already employed with the City and is already receiving 25 days yearly accrual, just state, "*Employee shall continue to receive 25 days of vacation annually upon the anniversary of employment.*"]

2. Sick Leave: Upon employment, Employee shall be advanced ninety-six (96) hours of sick leave. Upon completion of the first year of employment, Employee shall accrue eight (8) hours of sick leave per month.

3. Holidays: Employee shall receive eight (8) hours of Holiday Pay for those holidays observed by the City consistent with the non-bargaining unit holiday schedule, and an additional floating holiday.

4. Pension: Should they elect, and consistent with all applicable State, Federal, and local laws and regulations and City and pension plan policies, Employee will be enrolled in [IMRF, FIREFIGHTERS PENSION FUND, or POLICE PENSION FUND].

C. Adjustments. This Agreement shall be automatically amended to reflect any changes that are made to the City's salary and/or benefits and which are applied to the City's department heads as a whole including, but not necessarily limited to, cost of living adjustments. Employee will also be eligible for pay increases consistent with compensation for other non-bargaining unit City employees.

SECTION 4. GENERAL BUSINESS EXPENSES, ALLOWANCES, AND STIPENDS.

Employee shall be reimbursed for business-related expenses in accordance with the provisions set forth in 820 ILCS 115/9.5 and relevant City policies. *[IF APPLICABLE, insert here provisions such as, "Employee shall be given one standard initial issue of uniforms, body armor, duty weapon and badge(s) and an annual uniform allowance of AMOUNT (subject to taxation and withholding). Employee will also be issued a laptop computer or tablet, which shall be maintained at the City's expense. Employee will either be issued a cell-phone by the City, which the City shall maintain at the City's expense, or shall be provided a cell-phone stipend for use of their private cell-phone for conducting business related to their job responsibilities. Laptops or cell-phones issued by the City shall remain City property and shall be returned upon Employee's separation from the City."]*

SECTION 5. WORK ENVIRONMENT.

The City shall provide workspace, furnishings, equipment, supplies, and administrative support as Employee may reasonably require in order for them to professionally, efficiently, and effectively undertake, perform, and discharge the duties and responsibilities provided for in Section 2 of this Agreement.

SECTION 6. AUTOMOBILE. [optional if applicable]

Employee will be issued a take-home vehicle for transportation needs related to their job duties for the duration of their tenure as *[POSITION]*. Employee may use the vehicle for personal travel within Champaign County limits and subject to IRS rules. Employee is not to allow other persons who are not designated by the City as authorized drivers to operate the automobile at any point in time. Employee acknowledges that personal use of this vehicle may be taxable, and employee may be required to report personal use to Finance staff. *[OR]* Should Employee utilize

their personal vehicle for City business, Employee shall either be reimbursed or provided a stipend for all reasonable costs associated with such use.

SECTION 7. HOURS OF WORK; OUTSIDE ACTIVITIES.

A. Outside Employment. The employment provided by this Agreement shall be Employee's primary employment. The Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must constitute neither interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

B. Normal Working Hours. Employee recognizes that the City's normal business hours are from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except holidays, less one hour for lunch per workday. Notwithstanding the immediate foregoing, the City recognizes that Employee will be required to devote a considerable amount of time outside the City's normal business hours and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall permit Employee to faithfully perform the duties and responsibilities required by this Agreement and Exhibit A appended hereto and made a part hereof.

SECTION 8. INDEMNIFICATION.

Consistent with, and subject to the limitations of, Chapter 2, Article IX of the Urbana City Code, the City shall provide legal defense services and indemnity for Employee if Employee is sued or threatened with suit for damages allegedly caused by their actions in the performance of their duties as [POSITION] to the fullest extent permitted by law.

SECTION 9. BONDING.

The City shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or City ordinance or policy.

SECTION 10. EMPLOYEE DEVELOPMENT, LICENSES, AND MEMBERSHIPS.

To the extent that the City requires Employee to be licensed or certified to undertake and perform their duties and responsibilities, the City shall pay the full cost for obtaining and maintaining all such licenses or certifications specific to Employee's position as [POSITION]. Employee shall be eligible for reimbursement for other licenses, continuing education, and certification fees as the City Administrator or their designee may approve and which relate to Employee's performance of their duties and responsibilities. Within [TIME-FRAME] of commencement of employment, Employee must obtain (and thereafter maintain) [REQUIRED CERTIFICATION/LICENSES]. Employee shall maintain in full force and effect during the period of their employment with the City all licenses and certification which they are required to obtain as provided in Exhibit A appended hereto and made a part hereof.

A. Professional Organization Memberships. The City shall pay for or reimburse Employee for the cost(s) of membership in one or more job-related professional organizations that the City Administrator, or their designee, deems beneficial to Employee's performance of their duties and responsibilities.

B. Conferences and Training. The City shall pay for or reimburse Employee for the cost(s) they incur in connection with attendance of professional conferences, seminars, training, workshops, and development in connection with the performance of their duties and responsibilities, subject to budgetary constraints and prior authorization by the City Administrator or their designee. The City shall also pay for or reimburse Employee for cost(s) incurred in connection with such attendance per City travel policy.

SECTION 11. SEPARATION.

For purposes of this Agreement, separation shall mean and occur in any of the following circumstances:

- A.** The Mayor, subject to Illinois Municipal Code Section 3.1-35-10 (65 ILCS 5/3.1-35-10), elects to either separate the Employee prior to the end of their existing appointment, elects not to reappoint Employee, or if the City Council declines to confirm Employee's re-appointment when put forth by the Mayor.
- B.** The City, residents or legislature amends any provision of the Urbana City Code pertaining to the role, powers, duties, authority, and/or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.

- C. The City reduces the salary, compensation, or any other benefit of Employee in an amount or in value that is greater than the average reduction of all Department Heads' salary, compensation, or other benefits.
- D. The Employee resigns following the City's formal offer to accept their resignation. In such case, Employee may declare a termination as of the date of the City's offer to accept their resignation.

SECTION 12. SEVERANCE.

Except as provided in Subsection F of this Section 12, the City shall pay severance to Employee when Employee's employment is separated as defined in Section 11.

- A. **Severance Payment.** If, within the first year subsequent to the execution of this Agreement, Employee is separated from employment as [POSITION] as provided in Section 11 of this Agreement, the City shall provide a severance payment of eight (8) weeks of pay at Employee's then-current rate of pay. Upon the start of the second year subsequent to the execution of this Agreement, Employee shall receive an additional two (2) weeks of severance upon separation, with an additional one (1) week of severance for each additional full year of service, to a maximum of sixteen (16) weeks of severance.
- B. **Timing of Severance Payment.** This severance shall be paid in between thirty-one (31) and sixty (60) days of separation. All severance payments shall be subject to withholding as required by state and federal law and such other deductions for Employee's contribution, if any, for Employee's continuing participation in those benefits to which Employee contributed during their employment.
- C. **Final Payout.** Employee shall also be compensated for all accrued and unused vacation leave, and as much of their accrued and unused sick leave as they otherwise would be allowed consistent with City policies in place at the time of Employee's separation. All payments under this Section 12 shall be subject to withholding as required by state and federal law.
- D. **COBRA.** Employee shall be entitled to their rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") commencing upon the expiration of the group health insurance coverage provided in this Section 12.

E. Exception to Payment of Severance. Notwithstanding anything to the contrary contained in this Section 12, Employee shall not be entitled to any form of severance if Employee is removed from office pursuant 65 ILCS 5/3.1-35-10, or is terminated as a direct or proximate result of their unethical, grossly negligent, willful, wanton, intentionally wrongful, discriminatory, harassing, or unlawful conduct. In the event that the City seeks to secure Employee's termination under this Subsection E of Section 12 through a mutually negotiated settlement, pursuant to the Illinois Government Severance Act, 5 ILCS 415/10, the terms of such settlement shall provide no greater than sixteen (16) weeks of severance pay.

F. Entirety of Consideration. Except as otherwise set forth in this Agreement, Employee is not entitled to any further compensation, monies, or other benefits from the City, including coverage under any benefit plans or programs sponsored by the City, except for those explicitly stated in Section 12 of this document.

SECTION 13. EMPLOYEE INITIATED VOLUNTARY RESIGNATION.

In the event Employee voluntarily resigns from their position as [*POSITION*], without having first received an offer from the City for their resignation (as contemplated in Section 12(D) of this Agreement), Employee shall not be entitled to severance as provided in Section 13 of this Agreement. In the event of voluntary resignation, Employee agrees to provide a minimum of thirty (30) days' advance written notice to the Mayor. Employee may not take vacation time in excess of forty (40) hours within the last thirty (30) days of employment.

SECTION 14. TRANSITION OF DUTIES AND RESPONSIBILITIES.

During the Term of Appointment, Employee agrees to cooperate with the City and assist in matters of transition, with all matters handled by Employee, and with all matters that Employee customarily handled during the course of Employee's employment with the City. Subsequent to their separation, Employee agrees to remain available to the City for a period of thirty (30) days to respond, via Employee's preferred method of communication (i.e. phone or email), to occasional inquiries by the Administration regarding those matters Employee customarily handled. Employee also agrees to cooperate and assist the City in any pending litigation or litigation that may occur in the future that relates to the time period when Employee served as [*POSITION*]. Such agreement to cooperate and assist the City in pending and future litigation shall extend beyond the date of Employee's separation with the City. The City agrees to reimburse Employee for their time and travel and any other expenses incurred by Employee in their assistance to the City in all such litigation related matters.

SECTION 15. MISCELLANEOUS TERMS.

A. Notices. Any notice required to be given shall be deemed effective if given as follows:

1. A notice which is hand delivered to the intended recipient of such notice shall be deemed effective on the day given if delivery directly to the intended recipient is made prior to 4:00 p.m. Central Time and, if not delivered prior to such time, then such notice shall be deemed effective the following business day. A hand-delivered notice shall be placed in an envelope bearing the name of the intended recipient.
2. A notice which is placed in a properly addressed envelope (based upon the most recent address provided by Employee to the City) bearing proper postage shall be deemed effective three (3) days following placement of such envelope with the United States Postal Service, First Class U.S. Mail delivery.
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All other forms of notice shall not be deemed effective. All notices shall bear a legend on the envelope that reads "CONFIDENTIAL."

B. Integration. This Agreement shall be deemed and construed as the sole and mutual understanding of the Parties and shall supersede and render null and void any prior understanding by and between the Parties whether such understanding is oral or in writing.

C. Amendment. Notwithstanding anything to the contrary contained in this Agreement, the Parties, by a duly executed writing, may amend, modify, change, or rescind this Agreement.

D. Binding Effect. This Agreement shall be binding on and enforceable against the Parties, respectively, as well as their executors, administrators, heirs, legatees, successors, assigns, and representatives in interest.

E. Effective Date. This Agreement shall become effective on the latest date of execution appearing below. Unless agreed to in writing otherwise, Employee's annual salary and benefits provided in this Agreement and Exhibit B appended hereto and made apart hereof shall commence with the first day Employee commences performance of [POSITION]. [NOTE: For employees who are already employed by the City when they enter into this Employment Agreement, adjust language of this subsection to reflect their actual longevity and timing of provisions herein]

F. Severability. In the event that any court of competent jurisdiction declares any portion but not all of this Agreement to be null, void, and of no effect, the Parties shall negotiate in good faith to agree upon such lawful terms as they may agree in order to carry out the intent in spirit of the provision so declared null, void, and of no effect. If a court declares

an essential term of this Agreement to be null, void, and of no effect, and the Parties are unable to renegotiate such term so as to comply with any such declaration by such court, this Agreement shall be deemed terminated effective as of the date of such court's declaration.

For purposes of this Subsection F of this Section 16, "essential term" shall mean and be construed as including the duties and responsibilities provided for in Section 2 of this Agreement and Exhibit B appended hereto and made a part hereof and the compensation provided in Section 3 of this Agreement and Exhibit A appended to and made a part of this Agreement.

G. Governing Law and Venue. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Illinois. Any action which may arise to enforce, construe, interpret, or for breach of this Agreement shall be filed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or the United States District Court for the Central District of Illinois and in no other jurisdiction or venue.

H. Section and Subsection Headings. Section and Subsection headings are provided for convenience in navigating this Agreement and are not intended to aid in the interpretation or construction of any term, condition, or covenant contained herein.

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J. Counterparts. The Parties may execute more than one conformed copy of this Agreement and each duly executed conformed copy shall be deemed an original.

K. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for preparation of this Agreement.

L. Employee Allowed to Consult with an Attorney. Employee acknowledges that they have been given sufficient opportunity and time to consult with an attorney of their choosing before signing this agreement.

M. Default and Cure. In the event either Party defaults on any of that Party's obligation as set forth in this Agreement ("Defaulting Party"), the other Party ("Non-Defaulting Party") shall have the right to send a written Notice of Default to the Defaulting Party which (i) describes the nature of the default in sufficient detail so as to put the Defaulting Party on notice of the nature of the default; (ii) identifies the Paragraph or Sub-Paragraph

of this Agreement, as the case may be, that the Non-Defaulting Party believes is in default; and (iii) provides a reasonable date by which the Defaulting Party must cure the default. Within seven (7) calendar days after the effective date of the Notice of Default, the Defaulting Party shall (i) cure the default within the date specified in the Non-Defaulting Party's Notice of Default; (ii) provide evidence to the Non-Defaulting Party that demonstrates that the Defaulting Party is not in fact in default; or (iii) provide another reasonable date by which the Defaulting Party shall cure the default. In the event that the Defaulting Party responds to the Notice of Default by advising the Non-Defaulting Party the Defaulting Party is not in fact in default or proposes another date by which the default shall be cured, the Parties shall meet in an effort to resolve the dispute or set a date by when the default shall be cured, as the case may be. If the Parties are unable to resolve the dispute, then either Party may initiate litigation to enforce this Agreement.

N. Attorneys' Fees and Costs. If either Party is found by a court of competent jurisdiction to be in breach of this Agreement, to the extent not otherwise prohibited by Illinois law, the non-breaching Party shall be entitled to recover from the breaching Party any and all costs and expenses, including but not necessarily limited to reasonable attorneys' fees, incurred by the non-breaching party in seeking to enforce this Agreement.

O. Complete Agreement. This Agreement, together with any documents incorporated herein by reference and all related exhibits, constitutes the Parties' sole and entire agreement with respect to the subject matter contained herein and cancels, supersedes, and replaces any and all prior and contemporaneous proposals, understandings, representations, warranties, and agreements (written, oral, or implied) regarding all matters addressed herein. This Agreement is the result of full negotiations and final agreement between the Parties as to all relevant terms and conditions of employment, including, but not limited to, Employee's salary and benefits. Unless otherwise initiated by the City and pursuant to and consistent with City policies, practices, and procedures, adjustments to the conditions of employment including, but not limited to, salary or other benefits will only occur if agreed to by both Parties, memorialized, and addended to this Agreement. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

EMPLOYEE ACKNOWLEDGES THEY HAVE READ THE AGREEMENT, ITS [INSERT NUMBER OF PAGES] PAGES AND [INSERT NUMBER OF SECTIONS] SECTIONS CONTAINED THEREIN. EMPLOYEE ACKNOWLEDGES THAT THE ONLY CONSIDERATION FOR EMPLOYEE SIGNING THE AGREEMENT ARE THE

TERMS STATED HEREIN, THAT NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO EMPLOYEE BY ANY PERSON OR ENTITY WHATSOEVER TO CAUSE EMPLOYEE TO SIGN THE AGREEMENT, THAT THEY ARE COMPETENT TO EXECUTE THE AGREEMENT, THAT THEY FULLY UNDERSTAND THE MEANING AND INTENT OF THE AGREEMENT, THAT THEY HAVE HAD AMPLE OPPORTUNITY TO REVIEW THE AGREEMENT WITH EMPLOYEE'S ATTORNEY, AND THAT THEY ARE VOLUNTARILY EXECUTING IT OF EMPLOYEE'S OWN FREE WILL.

[END OF AGREEMENT, SIGNATURES FOLLOW]

For the City of Urbana, Illinois

Employee

Mayor

[INSERT NAME]

Date

Date

Exhibits: A. Job Description
B. Offer Letter



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
www.urbanailinois.us

MEMORANDUM FROM THE CITY CLERK TO THE CITY COUNCIL

Meeting: October 21, 2024 Committee of the Whole
Subject: An Ordinance Fixing the Salary of The City Clerk Elected for a Definite Term of Office

Summary

Action Requested

City Council is asked to set the salary for the elected positions of City Clerk for the four-year term commencing in May 2025.

Brief Background

The Urbana City Council sets the salaries of the City's elected officers by Ordinance, in accordance with 65 ILCS 5/3.1-50-10 no less than 180 days ahead of the start of the next term. The attached proposed Ordinance would fix the salary of the City's elected City Clerk for the next term: May 1, 2025 through April 30, 2029.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

The most recent example of the City Council establishing the salaries for the City's elected officers by Ordinance is [Ordinance No. 2020-10-054](#).

Discussion

Additional Background Information

Attached are two charts of Current Comparable City Clerk Salaries pulled from the professional organization the [International Institute of Municipal Clerks 2023 Salary Study](#) and also a segment from the Survey conducted by the regional professional organization Central Illinois Municipal Clerk's Member, Kelli Bennewitz, Galesburg City Clerk. The chart provides examples of salaries set by ordinance currently in effect in various jurisdictions. Please note that some municipalities have part-time Clerks, meaning the only duties they provide are attending the meetings and affixing the

City seal, while their Deputy City Clerk preforms all or the majority of their office duties. Full time City Clerks have many other roles in addition to statutory duties such as maintaining all official city records, meeting management for the Council and all Boards and Commissions, acting as the open meetings act designee for the City, serving as the parliamentarian, issuing raffle and domestic partnership licenses, overseeing City mail operations, providing support to internal and external customers, and administering municipal elections. The Urbana City Clerk's Office also serves as the face-to-face office for many City functions primarily managed by other Departments, including FOIA. Some City Clerks are appointed while others are independent elected officials. In Urbana, the Mayor and City Clerk are independent elected officials providing a checks and balance. The individuals in these positions are eligible to participate in the City's health insurance plan and the Illinois Municipal Retirement Fund.

Also attached is City policy 2.1 Compensation & Pay Practices for Non-union Employees. In 2021 the City contracted with Evergreen Consulting to preform a Compensation and Job Classifications study for the City's Non-bargaining unit employees. Following the results of this study, the Deputy City Clerk was given a substantial raise and reclassification due to the large disparities in job responsibilities in relation to the historically low compensation. This increase however, resulted in pay compression within the department such that the current staff makes greater than 98% of the Clerk's salary as the salary of elected officials shall not be changed during a term of office. The scope of work of the Deputy City Clerk that was the focus of this study, is similar to that of the Clerk. The Clerk also has additional responsibilities as the Department Head. City policy states that staff salaries should not exceed 90% of their supervisor's salary. While elected officials are in a category all their own as far as compensation as it is beholden to Ordinances, best practice is to consider relevant City policy when making decisions that could impact equity within the organization as a whole. The Deputy City Clerk is classified as an Executive Assistant with the pay grade of 107, which can be found on page 5 of the attached City Policy where the pay matrix as determined by Evergreen Consulting and adopted by the City can be found.

Recommendation

My recommendations are listed in the following chart:

<u>Office</u>	May 1, 2025 -- April 30, 2026	May 1, 2026 -- April 30, 2027	May 1, 2027 -- April 30, 2028	May 1, 2028 -- April 30, 2029
City Clerk	\$ 71,000	\$ 73,130	\$ 75,323.9	\$ 77,583.62

The current salaries from other jurisdictions included in the attachment provide a framework for comparison, along with relevant and recent assessment of the scope of work of the Urbana office as provided by Evergreen Consulting and the City's Compensation and Job Classifications study. Some previous Councils opted for a percentage increase, others specified a dollar amount, or a

combination of both. (For reference, the City's non-bargaining unit employees were given a three-and-one-quarter percent (3.25%) cost-of-living increase in the current (FY2025) budget.)

I am recommending a three percent (3%) increase to the Clerk Salary for the duration of the upcoming term to reach the targeted midpoint of the Deputy City Clerk pay grade. Thereafter, the salary would be in conformance with adopted City policy and accepted compensation for the relevant scope of work.

Next Steps

If the Council determines the salaries for the City's elected officials within the requisite time period (no fewer than 180 days before the commencement of the terms of the affected elected officials), then staff will incorporate these salary amounts into the budget.

Attachments

Current Comparable City Clerk Salaries

City Policy 2.1 Compensation & Pay Practices for Non-union Employees

Originated by: Darcy E. Sandefur, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE FIXING THE SALARY OF THE CITY CLERK ELECTED FOR A
DEFINITE TERM OF OFFICE
(2025-2029)**

WHEREAS, the City of Urbana (“City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the corporate authorities of a municipality may, in an ordinance, fix the salaries of all officers who hold elective office for a definite term in accordance with 65 ILCS 5/3.1-50-10; and

WHEREAS, the Mayor, City Clerk, and Alderpersons of the City of Urbana are all elected for definite terms; and

WHEREAS, from time to time, the City of Urbana elects to adjust the salaries of its elected officers by ordinance and must do so within a specific, statutory timeframe.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The annual (12-month) salary of the following City officer who is to be elected for a definite term beginning in May 2025, shall be and the same are hereby established for that and subsequent terms of office, as follows:

Office	May 1, 2025 -- April 30, 2026	May 1, 2026 -- April 30, 2027	May 1, 2027 -- April 30, 2028	May 1, 2028 -- April 30, 2029
City Clerk	\$ 71,000	\$ 73,130	\$ 75,323.9	\$ 77,583.62

Section 2.

The City Clerk shall be entitled to participate in the City's health insurance program and any other bonus plans in the same manner as full-time City employees.

Section 3.

The City Clerk shall be entitled to participate in the Illinois Municipal Retirement Fund in such manner as permitted by law concerning compensated public officials (40 ILCS 5/7-101 *et seq.*).

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Diane Wolfe Marlin, Mayor

Galesburg IL Clerk Survey June 27, 2024						
Population	Job Title	Municipality	Salary	Government Type	Time	Deputy Clerk?
30,209	Deputy City Clerk	City of Highland Park	\$73,000	Council-Manager	Part Time	Yes
30,890	Deputy City Clerk	City of North Chicago	\$86,786	Council-Mayor	Full Time	No
30,912	Deputy Village Clerk	Village of Niles	\$70,000	Trustee Form	Full Time	No
32,289	Deputy City Clerk	City of O'Fallon	\$74,392	Aldermanic	Full Time	No
32,398	City Clerk	City of Pekin	\$99,218	Council-Manager	Full Time	Yes
32,498	Village Clerk	Village of Elk Grove	\$108,691	Village-Trustees	Full Time	Yes
34,585	Village Clerk	Village of Oswego	\$92,326	Village Board/Village President	Full Time	Yes
35,316	Deputy Village Clerk	Village of Oswego	\$70,647	Village Board/Village President	Full Time	Yes
37,000	Village Clerk	Village of Addison	\$18,000	Trustees-President	Part Time	Yes
38,336	City Clerk/Town Clerk	City of Urbana	\$67,244	Mayor-Aldermanic	Full Time	Yes
38,810	Deputy Clerk	City of Park Ridge	\$76,700	Council-Manager	Full Time	No
39,137	Deputy Village Clerk	Village of Wheeling	\$87,768	Council-Manager	Full Time	No
39,463	City Clerk	City of Quincy	\$61,984	Strong Mayor	Full Time	Yes
39,577	Clerk/Collector	Village of Streamwood	\$13,000 Clerk/\$51,000 Collector	Council-Manager	Full Time	No
42,028	City Clerk	City of Moline	\$81,684	Council-Administrator	Full Time	Yes
44,762	Village Clerk	Village of Plainfield	\$105,176	Village Board/Village President	Full Time	No
45,398	Village Clerk	Village of Plainfield	\$98,489	Village-Trustees	Full Time	No
46,000	City Clerk	City of Alton	\$72,500	Council-Manager	Full Time	Yes
52,838	City Clerk	Town of Normal	\$115,420	Council-Manager	Full Time	Yes (2)
52,838	Deputy City Clerk	Town of Normal	\$57,060	Council-Manager	Full Time	Yes (2)
52,838	Chief Deputy Clerk	Town of Normal	\$59,005	Council-Manager	Full Time	Yes (2)
54,583	Village Clerk	Village of Oak Park	\$76,567	Village-Manager	Full Time	Yes

IIMC 2023 Salary Survey						
Population (Range)	Job Title	Municipality	Salary (Range)	Government Type	Time	Deputy Clerk?
30,001 to 40,000	Village Clerk	Village of Addison	\$15,001 to \$20,000	Village Board/Village President	Part Time	Yes
30,001 to 40,000	Village Clerk	Village of Hanover park	\$5,001 to \$10,000	Village Board/Village President	Part Time	Yes
30,001 to 40,000	Deputy Clerk	Village of Wheeling	\$80,001 to \$90,000	Council-Manager	Full Time	No
30,001 to 40,000	Deputy Clerk	City of Park Ridge	\$60,001 to \$70,000	Council-Manager	Full Time	No
30,001 to 40,000	Village Clerk	Village of Oswego	\$80,001 to \$90,000	Village Board/Village President	Full Time	Yes
30,001 to 40,000	City Clerk	City of O'Fallon	\$10,001 to \$15,000	Council-Administrator	Part Time	Yes
30,001 to 40,000	Deputy Clerk	City of O'Fallon	\$60,001 to \$70,000	Council-Administrator	Full Time	Yes
40,001 to 50,000	Village Clerk	Village of Buffalo Grove	\$5,001 to \$10,000	Council-Manager/Village Board/Village President	Part Time	Yes
40,001 to 50,000	Village Clerk	Village of Plainfield	\$90,001 to \$100,000	Village President	Full Time	Yes
40,001 to 50,000	Deputy Clerk	City of Urbana	\$50,001 to \$60,000	Mayor - Aldermanic	Full Time	Yes
40,001 to 50,000	City Clerk	City of Moline	\$60,001 to \$70,000	Council-Administrator	Full Time	Yes
50,001 to 60,000	City Clerk	Town of Normal	\$100,001 to \$110,000	Council-Manager	Full Time	Yes

**Compensation & Pay Practices
for Non-union Employees**

Section: Wages & Salary Information
Policy No: 2.1
Effective: 10/1/2023
Last Updated: NA

Scope of Policy

This policy applies to all exempt and non-exempt, full-time and part-time employees, including limited term employees, but not those classified as temporary employees.

Purpose

The purpose of this policy is to establish methods for determining pay in various circumstances.

Policy Statement

Position Classifications

Exhibit A lists current position classifications and pay grades for non-union employees. This exhibit will be updated from time-to-time by Human Resources staff, but at a minimum, once at the start of each fiscal year when pay grades are adjusted for cost of living increases.

Hiring Range

The **hiring range** is between minimum and midpoint of the range.

- HR staff will guide placement of employees, to promote and ensure compensation equity across the organization.
- Placement in the first quartile of the range generally indicates that the employee does not have substantial experience related to the classification and requires additional training and development to achieve full competence in this position.
- Placement in the second quartile, up to midpoint, indicates that the employee has experience related to the position and is expected to be proficient in their job functions. Employees placed at this level generally meet expectations of their position.

- Employees placed at or above the midpoint have significant prior experience in a similar position and are expected to be fully capable of performing the job functions without additional training.
- New employees will not be placed above the midpoint, unless approved by the Mayor, after a full evaluation of compression issues by HR staff and consultation with the City Administrator and HR & Finance Director (see below).

Wage Adjustments

The following are scenarios where wage adjustments may be considered. There are no other mechanisms for wage adjustments.

Pay Compression

Placement of new employees in the range may result in **pay compression**, which affects equity and morale. HR staff will consider the following when making a salary recommendation –

- Salary of other employees who report to this employee, particularly if direct reports salaries are more than 90% of supervisor's compensation
- Salary of the supervisor to whom this employee reports, particularly if this employee's salary would be more than 90% of that supervisor's compensation
- Recruiting difficulty (size of qualified applicant pool; length of recruitment, etc.)
- Position of other employees within the same pay grade or job classification, relative to experience, either at or outside of the City

If a new hire results in salary compression, equity adjustments will be considered for others to whom the employee reports either directly or indirectly and others within the same pay grade (this may require extensive analysis and increases may need to be budgeted in the following fiscal year).

Cost of living adjustments

- Ranges will be adjusted annually based on cost of living increases.

Performance pay is designed to move regular and limited-term employees through their range based on performance.

- While the funding available for performance-based increases may vary, it will be distributed in a manner that results in equity across the organization.
- Employees will not receive increases that would put them above the top of their pay range. Any portion of a calculated increase that is above the top of the range will be added as a bonus payment over 26 pay periods. This bonus payment will not affect the employee's base pay rate for future salary increases or other purposes.

Temporary Upgrade pay will be calculated as follows –

- Upgrade pay will be available for temporary assignment to a higher pay grade for a duration of 2 weeks or more, where the employee is assigned to assume most or all of the duties of the higher level position.
- Upgrade pay will generally be 5% per grade change, but not more than 10% total. However, if the calculated adjustment would be less than the minimum of the range to which the employee is being upgraded, the employee will be brought to the minimum of the range.
- Upgrade pay may be reviewed by HR staff after six months in a temporary assignment. The department head may request this review. Adjustments may be made to bring the increase to between 10% and 20%, depending on the circumstances, but not more than the midpoint of the range to which the employee is being upgraded. Advance approval from the HR Manager is required for these adjustments.
- Temporary upgrade time may be considered part of the probationary period for an employee who is later promoted to the position to which they were upgraded.

Temporary assignment pay is used to compensate employees for special assignments with a defined scope and limited duration that do not qualify for temporary upgrade pay. These assignments are approved in advance by the HR Manager. The department head should provide a written request at least 14 days before the assignment would begin, and schedule a 30-minute meeting to discuss with the HR Manager.

Pay for promotions will be calculated as follows –

- Employees who are promoted will be placed in their new range consistent with guidelines for hiring.
- If placement in the range by this method does not result in an increase of at least 10%, pay will be adjusted consistent with the difference between the midpoint of the current pay grade and the midpoint new pay grade, but will not be less than 10%.
- The probationary period for promotions is six (6) months.

Transfers

- For non-competitive or lateral moves, there will generally be no salary adjustment.

Demotions

- Employees who are demoted will be placed within the range of their new class. Placement in the range will be at the discretion of the HR Manager.

Uniform Allowances –

Exhibit B includes a list of all approved uniform allowances for non-union employees. Only employees on this list should receive uniform allowances. This exhibit may be amended from time-to-time.

Overtime and Compensatory Time –

- Non-exempt employees are eligible for overtime pay at 1.5 times their hourly rate for hours worked over 40 hours in a Saturday through Friday week.
- Non-exempt employees may accrue comp time with a rolling cap of 52 hours at a time-and-a-half rate for hours worked over 40 in a Saturday through Friday week. Any excess hours must be paid as overtime at a time-and-a-half rate.
- All comp time and overtime must be authorized by a supervisor in advance. Failure to obtain authorization is considered to be unauthorized overtime or comp time.
- Both exempt and non-exempt employees may flex time within a 40-hour workweek, which runs from Saturday through Friday. Flexing time over a two-week pay period is not permitted.

Prepared by:

Date:

Elizabeth A Hannan
Elizabeth Hannan, HRF Director

9/21/2023

Reviewed by:

Date:

Femi Fletcher
Femi Fletcher, HR Manager

9/21/2023

Approved by:

Date:

Carol Mitten
Carol Mitten, City Administrator

9.27.23

Non-Union Pay Ranges for July 1, 2024 through June 30, 2025

updated April 2024

Grade	Classification Title	Minimum	Midpoint	Maximum
100	ADMINISTRATIVE SUPPORT ASSISTANT PARKING DECK ATTENDANT (PART-TIME) PARTS & SERVICE CLERK	41,308.64	52,668.52	64,028.40
101		43,374.08	55,301.95	67,229.82
102		45,542.78	58,067.04	70,591.31
103	ADMINISTRATIVE ASSISTANT BUILDING MAINTENANCE WORKER (PART-TIME) ENGINEERING TECHNICIAN I HUMAN RESOURCES ASSISTANT OFFICE SPECIALIST	47,819.92	60,970.40	74,120.87
104	COMMUNITY DEVELOPMENT SPECIALIST CUSTOMER SERVICE ACCOUNT CLERK ECONOMIC DEVELOPMENT SPECIALIST ENGINEERING TECHNICIAN II ENVIRONMENTAL COMPLIANCE INSPECTOR LRC SPECIALIST PLANNER I	50,210.91	64,018.92	77,826.92
105	ADMINISTRATIVE TECHNICIAN HUMAN RIGHTS SPECIALIST PROGRAM SPECIALIST (UAC) RECYCLING COORDINATOR	52,721.46	67,219.86	81,718.26
106	ASSISTANT TO INVESTIGATIONS LIEUTENANT CIVIL ENGINEER I CODE COMPLIANCE INSPECTOR I COMMUNICATIONS SPECIALIST COMPUTER SYSTEMS TECHNICIAN CRIMINAL INTELLIGENCE ANALYST EVIDENCE TECHNICIAN (P/T) FINANCIAL / CRIME SCENE INVESTIGATOR FINANCIAL SERVICES SPECIALIST	55,357.53	71,964.79	88,572.05
107	ARTS & CULTURE PROGRAM COORDINATOR COMMUNITY DEVELOPMENT COORDINATOR ECONOMIC DEVELOPMENT COORDINATOR EXECUTIVE ASSISTANT FOIA SPECIALIST GIS SPECIALIST MARKET COORDINATOR UPTV COORDINATOR	59,232.56	77,002.33	94,772.10
108	CODE COMPLIANCE INSPECTOR II CRIME ANALYST I CUSTOMER SERVICE ACCOUNT COORDINATOR ENGINEERING TECHNICIAN III HR COORDINATOR LAND SURVEYOR NETWORK SYSTEMS TECHNICIAN PLANNER II	63,378.84	82,392.49	101,406.14
109	ACCOUNTANT BUSINESS ANALYST CIVIL ENGINEER II COMMUNITY ENGAGEMENT COORDINATOR ELECTRICAL INSPECTOR ENGINEERING TECHNICIAN IV EXECUTIVE COORDINATOR FINANCIAL SERVICES ASSOCIATE (PART-TIME) FINANCIAL SERVICES COORDINATOR GIS COORDINATOR PLUMBING / BUILDING INSPECTOR	67,815.36	88,159.97	108,504.57
110	ADMINISTRATIVE PROGRAMS SUPERVISOR CRIME ANALYST II DIGITAL FORENSICS EXAMINER EXECUTIVE COORDINATOR FINANCIAL ANALYST MANAGEMENT ANALYST PARALEGAL POLICE SERVICES SUPERVISOR SUSTANABILITY & RESILIENCE OFFICER	72,562.43	94,331.16	116,099.89
	BUILDING OFFICIAL CIVIL ENGINEER III ECONOMIC DEVELOPMENT SUPERVISOR FACILITIES SUPERVISOR HUMAN RESOURCES GENERALIST			

111	NETWORK ADMINISTRATOR OPERATIONS SUPERVISOR PREVENTION EDUCATION OFFICER PRINCIPAL PLANNER SENIOR FINANCIAL ANALYST SPECIAL PROJUECTS MANAGER	77,641.80	102,875.39	128,108.98
112	CITY ARBORIST / ARBOR SUPERVISOR ELECTRICAL SUPERVISOR FLEET SUPERVISOR	83,076.73	110,076.67	137,076.60

113	ASSISTANT CITY ATTORNEY ASSISTANT CITY ENGINEER FINANCIAL SERVICES MANAGER SENIOR MANAGEMENT ANALYST	88,892.10	117,782.03	146,671.97
114	BATTALION CHIEF (BASED ON 2,912 HOURS) GRANTS MANAGER HUMAN RIGHTS & EQUITY OFFICER POLICE LIEUTENANT	95,114.55	126,026.78	156,939.00
115	HUMAN RESOURCES MANAGER INFORMATION TECHNOLOGY MANAGER LABOR & EMPLOYEE RELATIONS MANAGER / ATTORNEY SPECIAL ADVISOR - STRATEGY DEVELOPMENT	101,772.57	134,848.65	167,924.73
116	CITY ATTORNEY CITY ENGINEER DEPUTY FINANCE DIRECTOR DEPUTY FIRE CHIEF DEPUTY POLICE CHIEF DEPUTY PUBLIC WORKS DIRECTOR	108,896.65	144,288.06	179,679.47
117	COMMUNITY DEVELOPMENT DIRECTOR	116,519.41	154,388.22	192,257.03
118	FIRE CHIEF HUMAN RESOURCES & FINANCE DIRECTOR / CFO POLICE CHIEF PUBLIC WORKS DIRECTOR	124,675.77	165,195.40	205,715.02
119	CHIEF OF POLICE	133,403.07	176,759.07	220,115.07
120	CITY ADMINISTRATOR	142,741.29	189,132.21	235,523.13

* Part-time positions are paid based on an hourly rate, which is annual rate divided by 2080 hours.

Compensation & Pay Practices for Non-union Employees
Exhibit B – Uniform Allowances

- The following employees will receive a uniform allowance of \$400 in July of each year.
 - Battalion Chiefs
 - Deputy Fire Chief
 - Fire Chief
 - Other non-union employees assigned full-time to Fire Prevention duties
- The following employees will receive a uniform allowance of \$1,000 in July of each year.
 - Police Lieutenants
 - Deputy Police Chief
 - Police Chief
- The following employees will receive a uniform allowance of \$350 in July of each year.
 - All Public Works Operations Division Supervisors



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
www.urbanailinois.us

REVISED MEMORANDUM FROM THE MAYOR TO THE CITY COUNCIL

Meeting: October 28, 2024, City Council Meeting
Subject: An Ordinance Fixing the Salaries of City Officers who are Elected for a Definite Term of Office

Summary

Action Requested

City Council is asked to set the salaries for the elected positions of Mayor, City Clerk, and Alderperson for the four-year terms commencing in May 2025.

Brief Background

Traditionally, the Urbana City Council sets the salaries of the City's elected officers by Ordinance, in accordance with 65 ILCS 5/3.1-50-10. The attached proposed Ordinance would fix the salaries of the City's elected officers for the quadrennial from May 1, 2025 through April 30, 2029.

Relationship to City Services and Priorities

Impact on Core Services

N/A

Strategic Goals & Plans

N/A

Previous Council Actions

The most recent example of the City Council establishing the salaries for the City's elected officers is [Ordinance No. 2020-10-054](#).

Discussion

Supplemental Background Information (10/28/2024)

The attached Ordinance includes the annual salaries for the offices of Mayor, City Clerk, and Alderperson as approved by the Committee of the Whole on October 21, 2024.

- Mayor and Alderperson: Each office will see a 2.5% annual salary increase for Years 1-4, resulting in a total increase of 10.4% over the four-year period.
- City Clerk: Year 1 salary increases by 11.84%, with a 3% annual increase for Years 2-4, totaling a 22.2% increase over four years.

The difference between the salary increases, as voted out of the Committee of the Whole meeting on October 21, 2024, has resulted in unintended consequences that the Council should consider addressing.

The approach used to set salaries for the offices of Mayor and City Clerk was inconsistent and inequitable. For over 12 years, the salary differential between the two offices has ranged from 13.5% to 15.5%, reflecting the significantly greater complexity and responsibility associated with the office of Mayor. However, the decisions made at the Committee of the Whole meeting on October 21, 2024, reduce this differential to 5.6% by FY2026, and further to 4.0% by the end of the four-year period. It remains important to maintain a distinction in salary to reflect the differing levels of complexity and responsibility between the offices of Mayor and City Clerk.

Therefore, the same annual percentage increases should be applied to both positions (i.e., 11.84% in Year 1 and 3.0% in Years 2-4). Applying the percentage increases approved for the office of City Clerk to the office of Mayor would result in the following salaries:

<u>Office</u>	May 1, 2025 -- April 30, 2026	May 1, 2026 -- April 30, 2027	May 1, 2027 -- April 30, 2028	May 1, 2028 -- April 30, 2029
Mayor	\$ 81,785	\$ 84,239	\$ 86,766	\$ 89,369
City Clerk	\$ 71,000	\$ 73,130	\$ 75,324	\$ 77,584

Salary levels for the three elected offices approved on October 21, 2024, for FY2026 would increase the baseline budget by approximately \$10,574 relative to FY2025 baseline. Making salary adjustments equitable and consistent between the office of Mayor and the office of City Clerk would increase the baseline budget for FY2026 by a total of \$17,404. This FY2026 increase to the baseline budget (relative to 2025 amounts) for elected officials salaries falls within the amount of funds available on a recurring basis in the FY2025 budget and within the City's financial policy limit.

Recommendation

The revised recommendations are listed in the following chart. Only the salary for the Mayor would be a change from the October 21, 2024, Committee of the Whole vote, as discussed above.

<u>Office</u>	May 1, 2025 -- April 30, 2026	May 1, 2026 -- April 30, 2027	May 1, 2027 -- April 30, 2028	May 1, 2028 -- April 30, 2029
Mayor	\$ 81,785	\$ 84,239	\$ 86,766	\$ 89,369
City Clerk	\$ 71,000	\$ 73,130	\$ 75,324	\$ 77,584
Aldersperson	\$ 7,175	\$ 7,354	\$ 7,538	\$ 7,727

Next Steps

If the Council determines the salaries for the City's elected officials within the requisite time period (no fewer than 180 days before the commencement of the terms of the affected elected officials), then staff will incorporate these salary amounts into the FY2026 proposed budget.

Attachments

Revised Ordinance No. 2024-10-034

Originated by: Diane Wolfe Marlin, Mayor

ORDINANCE NO. 2024-10-034

**AN ORDINANCE FIXING THE SALARIES OF CITY OFFICERS WHO ARE
ELECTED FOR A DEFINITE TERM OF OFFICE
(2025-2029)**

WHEREAS, the City of Urbana (“City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, the corporate authorities of a municipality may, in an ordinance, fix the salaries of all officers who hold elective office for a definite term in accordance with 65 ILCS 5/3.1-50-10; and

WHEREAS, the Mayor, City Clerk, and Alderpersons of the City of Urbana are all elected for definite terms; and

WHEREAS, from time to time, the City of Urbana elects to adjust the salaries of its elected officers by ordinance and must do so within a specific, statutory timeframe.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The annual (12-month) salary of the following City officers who are to be elected for a definite term beginning in May 2025, shall be and the same are hereby established for that and subsequent terms of office, as follows:

<u>Office</u>	May 1, 2025 -- April 30, 2026	May 1, 2026 -- April 30, 2027	May 1, 2027 -- April 30, 2028	May 1, 2028 -- April 30, 2029
Mayor	\$ 74,955	\$ 76,829	\$ 78,750	\$ 80,719
City Clerk	\$ 71,000	\$ 73,130	\$ 75,324	\$ 77,584
Alderperson	\$ 7,175	\$ 7,354	\$ 7,538	\$ 7,727

Section 2.

The Mayor and the City Clerk shall be entitled to participate in the City's health insurance program and any other bonus plans in the same manner as full-time City employees.

Section 3.

The Mayor and the City Clerk shall be entitled to participate in the Illinois Municipal Retirement Fund in such manner as permitted by law concerning compensated public officials (40 ILCS 5/7-101 *et seq.*).

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

AYES:

NAYS:

ABSTENTIONS:

Darcy E. Sandefur, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, 2024.

Diane Wolfe Marlin, Mayor



City of Urbana
 400 S. Vine Street, Urbana, IL 61801
www.urbanailinois.us

MEMORANDUM FROM THE OFFICE OF THE MAYOR TO THE URBANA CITY COUNCIL

Meeting: October 28, 2024 Council Meeting
Subject: Appointment of Kristine Francisco to the Firemen's Pension Fund Board of Trustees

Summary

Action Requested

City Council is asked to approve the appointment of Kristine Francisco to the Firemen's Pension Fund Board of Trustees for a term ending June 30, 2025.

Brief Background

In the City of Urbana, the members of the Firemen's Pension Fund Board of Trustees are partly appointed by the Mayor. Under the Illinois Pension Code (40 ILCS 5/4-121), the Firemen's Pension Fund Board of Trustees consists of five members:

- Two active firefighters elected by the active members of the pension fund.
- One retired firefighter, who is a beneficiary of the fund, elected by the retired firefighters.
- Two members appointed by the Mayor.

These Mayoral appointments are part of the municipality's role in overseeing the pension fund, though the elected members ensure that firefighter representatives also have a voice on the board.

Kristine Francisco, a 30-year employee of the City of Urbana, who is currently serving as the Financial Services Manager, brings a wealth of experience from her long tenure with the City, which will be valuable in overseeing the pension fund's operations. This appointment is consistent with the City's tradition of selecting current or former employees associated with the Finance Department to serve on the Board, given their substantial financial knowledge and municipal experience.

Relationship to City Services and Priorities

Impact on Core Services

The local Firemen's Pension Fund Board of Trustees is responsible for managing and overseeing the pension fund for firefighters within a municipality. Their key duties include administering retirement, disability, and death benefits to eligible members and beneficiaries; managing the fund's investments to ensure long-term sustainability; and ensuring compliance with the Illinois Pension Code and local laws. The Board also determines benefit eligibility, maintains accurate financial records, conducts regular audits, and collaborates with actuaries to set contribution rates for both

firefighters and the municipality. Overall, the Board ensures the fund's proper management and financial security for its members.

Strategic Goals & Plans

N/A

Previous Council Actions

N/A

Discussion

Recommendation

City Council is asked to approve the appointment of Kristine Francisco to the Firemen's Pension Fund Board of Trustees for a term ending June 30, 2025.

Next Steps

If approved, the Office of the Mayor will notify Kristine Francisco of her appointment to the Firemen's Pension Fund Board of Trustees and Open Meetings Act requirements.

Originated by: Kathryn B. Levy, Executive Coordinator/Deputy Liquor Commissioner

Reviewed: Diane Wolfe Marlin, Mayor

Approved: Carol J. Mitten, City Administrator