



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Date: February 20, 2023

Prepared By: Jim Snider, City Administrator

Agenda Item: Resolution – City Administrator Amended Employment Agreement

Explanation: Following an annual performance review of the city administrator during closed session on February 13, 2022, Council is offering an amended employment agreement for Jim Snider retroactive to December 13, 2022. The amendments are highlighted below:

- Article 4) Salary – Snider shall be compensated at an annual salary rate of \$151,372, retroactive to December 13, 2022. The current annual salary rate is \$145,550.
- Article 9) Vehicle Allowance – Effective December 2022, the City shall provide Snider with a monthly vehicle allowance payment of \$750. The current monthly vehicle allowance payment is \$350.

Fiscal Impact: Sufficient funds are available in the FY23 Budget to provide for the above increases.

Action Considered: Approval of the resolution amending the City Administrator's Employment Agreement at the February 20, 2023, City Council Meeting.

CITY ADMINISTRATOR AMENDED EMPLOYMENT AGREEMENT

This City Administrator Amended Employment Agreement ("Agreement") is made this ____ day of February, 2023 by and between the City of Washington, Tazewell County, Illinois ("City") and James Snider ("Snider").

RECITALS

WHEREAS, the City wishes to continue to employ Snider as City Administrator; and

WHEREAS, Snider wishes to continue to be appointed to the position of City Administrator for the City pursuant to this Agreement;

NOW, THEREFORE, in consideration of the promises hereinafter exchanged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows regarding Snider's employment with the City:

- 1) **Period of Employment.** Snider's employment commenced on December 13, 2021 and will continue until April 30, 2025 unless it is terminated earlier pursuant to the provisions of Paragraphs 15,16 or 17 of this Agreement.
- 2) **City Administrator Duties.** Snider shall perform the duties of City Administrator as set forth in the applicable statutes of the State of Illinois and City ordinances, and such other duties as may be lawfully assigned to Snider by the Mayor or City Council.
- 3) **Hours of Work.** The parties realize that the position of City Administrator requires the person holding such position to work many weekends, evenings and other irregular hours. It is understood and agreed that Snider shall work whatever hours may be necessary in order for him to fulfill the requirements of the position of City Administrator, but in any event not less than forty (40) hours per week, unless approved by the Mayor or City Council.
- 4) **Salary.** Snider shall be compensated at an annual salary rate of One Hundred and Fifty-One, Three Hundred and Seventy Two Dollars (\$151,372) payable in bi-weekly installments, retroactive to December 13, 2022. Snider's salary may be increased by a majority vote of the City Council anytime during the term of this Agreement.

- 5) **Performance Evaluation.** The City Council and Mayor shall review and evaluate the performance of Snider at least once prior to November 30, 2022, and annually thereafter, in accordance with specific criteria developed by the City Council and Mayor in consultation with Snider. The performance criteria may be added to or deleted from as the Mayor or City Council may determine from time to time. Further, the City Council and Mayor shall provide Snider with a summary written statement of the evaluation findings of the City Council and Mayor and shall provide Snider with an opportunity to discuss the evaluation with the City Council and Mayor.
- 6) **Vacation.** Effective December 13, 2021, Snider shall be credited with one-hundred and twenty (120) hours of paid vacation leave, and shall earn and accrue an additional 6.66 hours of paid vacation time per month (80 hours per year) during his first year of employment. Effective December 13, 2022, Snider shall earn and accrue 16.66 hours of paid vacation time per month (200 hours per year). Vacation time shall be scheduled for use subject to the approval of the Mayor. Any vacation days not used by December 13 of 2022, 2023 and 2024 shall be forfeited, except that Snider is entitled to carry over a maximum of 40 hours of unused vacation to the subsequent anniversary year. Vacation time usage shall be scheduled for use subject to the approval of the Mayor.
- 7) **Sick Time.** – Effective December 13, 2021, Snider shall be credited with fifty-six (56) hours of paid sick leave, and shall earn and accrue an additional 1.66 hours of paid sick time per 24 pay periods (40 hours per year) during his first year of employment. Effective December 13, 2022, Snider shall earn and accrue 4 hours of paid sick time per 24 pay periods per year (96 hours per year). Snider may accumulate a maximum of 160 sick days (1,280 hours). An additional 80 days (640 hours) may be accumulated only for purposes of service credit for the Illinois Municipal Retirement Fund program.
- 8) **Eligibility for Additional Benefits Afforded Other City Employees.** Unless otherwise specified in this Agreement, Snider shall be entitled to the same employment benefits, under the same terms and conditions, as are provided to other City employees who are not covered by a collective bargaining agreement, except that Snider shall not be entitled to compensatory time. A summary of such benefits as currently exist is attached as Attachment A to this Agreement. Personal time usage shall be scheduled for use subject to the approval of the Mayor.

- 9) **Vehicle Allowance.** Effective December 2022, the City shall provide Snider with a monthly vehicle allowance payment of \$750. The City shall also reimburse Snider for any out-of-town mileage expenses to attend approved training programs, conferences, or similar activities at the IRS approved rate to the extent that such mileage expenses exceed the vehicle allowance for that period.
- 10) **Cell Phone.** The City shall provide a laptop and a “smart” cell phone to Snider for City business. The City shall otherwise be responsible for the cost of the cell phone when used in compliance with this Paragraph.
- 11) **Professional, Civic and Other Business Expenses.** The City shall pay annual membership dues for the International City Management Association, the Illinois City Management Association, the Illinois Municipal League, Rotary and other organizations as may be approved by the City Council. Upon prior approval of the City Council, the City shall reimburse Snider for other expenses, including but not limited to air travel, taxi, auto rental, lodging, meals and registration fees for attending training programs or conferences offered by the approved organizations.
- 12) **Residency & Relocation Assistance.** Snider shall relocate to and establish residency within the corporate limits of the City by May 1, 2022. The City shall provide a payment to Snider in the amount of Five Thousand Dollars (\$5,000) as reimbursement for costs incurred in relocating to the City. Should Snider elect to terminate his employment with the City during the term of this Agreement, Snider shall reimburse the City for the \$5,000 relocation assistance provided by the City pursuant to this Paragraph.
- 13) **Medical Examination.** To the extent allowed by law, whenever the City has a reasonable belief that Snider may have a condition that impairs his ability to perform any of the essential functions of the City Administrator position, and/or that he may pose a direct threat, the City may require at its cost a medical examination of Snider that is job-related and consistent with business necessity. The City shall be authorized by Snider to receive a copy of all medical reports related to the examination. This Paragraph shall not be deemed to limit or restrict any disability-related inquiry or medical examination that may be job-related and consistent with business necessity under applicable law.

- 14) **Outside Activities.** Snider shall not engage in any non-City connected business or employment without the prior approval of the Mayor or City Council. The parties agree that limited teaching will be permitted, provided that such outside teaching does not unduly interfere with Snider's duties as City Administrator.
- 15) **Termination Due to Inability to Perform Essential Job Functions.** Notwithstanding anything in this Agreement to the contrary and to the extent allowed by applicable law, the City has the option to terminate this Agreement and Snider's employment in the event that Snider is not able to perform the essential functions of his job due to a serious health condition or physical or mental impairment, and will be unable to perform such essential functions even with a reasonable accommodation and/or following a reasonable leave of absence.
- 16) **Termination by the City.** The City may terminate this Agreement and Snider's employment at any time by a majority vote of the City Council in favor of termination. It is understood and agreed that Snider shall at all times be an employee at will and may be dismissed with or without cause.
- 17) **Termination by Snider.** Snider may terminate this Agreement and his employment with the City upon sixty (60) days' prior written notice to the Mayor. Following receipt of such notice, the City, in its sole discretion, may choose not to continue Snider's employment through the end of the notice period, in which case, Snider will still be paid through the last day of the sixty (60) day notice period.
- 18) **Severance Pay.** In the event that the City terminates this Agreement and Snider's employment during the term of this Agreement without cause pursuant to Paragraph 16 (for purposes of this Agreement, "cause" includes any conduct, act or failure to act by Snider which is detrimental to the best interests of the City, including but not limited to misconduct as defined in 5 ILCS 415/5), the City agrees to provide Snider with: (a) at least thirty (30) days prior written notice of the effective date of termination and a monetary severance equal to twenty (20) weeks of Snider's salary at the time of termination, payable in monthly installments for twenty (20) weeks following his termination. Snider's entitlement to a monetary severance is conditioned on Snider executing (and not subsequently exercising any right to revoke) an agreement effectively releasing the City and its officials, employees and

agents from all claims connected with this Agreement, Snider's employment with the City and termination of Snider's employment.

Notwithstanding the foregoing, if Snider obtains new employment, or an offer of new employment, during the twenty (20) week severance payment period: (a) his entitlement to severance payments may be eliminated by the City, if the new employment has a salary rate equal to or higher than his severance payment amount; and (b) his entitlement to severance payments may be reduced by the City to an amount equaling the difference between the monthly severance amount and the monthly salary rate of his new employment, if the new employment has a salary rate less than his severance payment amount. Within five (5) days of receiving an offer of employment, Snider is required to inform the Mayor in writing of the offer, including the employer, the salary rate, and anticipated start date.

19) Obligations After Termination of Employment. In addition to those obligations set forth elsewhere in this Agreement and otherwise imposed by law, Snider agrees that upon termination of his employment, he will pay the City, on demand, all monies owed to the City by Snider (the City is authorized to make deductions from any compensation to which Snider is entitled to cover this payment obligation), and will return all equipment, property and information belonging to the City, including but not limited to the automobile and cell phone provided by the City to Snider pursuant to this Agreement.

20) Renewal/Modification. The City and Snider may meet to discuss the renewal or modification of this Agreement at any time during its term. All modifications of this Agreement shall be ineffective unless reduced to writing and signed by the Mayor and Snider and approved by the City Council.

21) Effects. This Agreement shall be binding upon the City and Snider and their respective successors, assigns or heirs, as the case may be.

22) Governing Law and Venue. This Agreement will be construed, interpreted, enforced and governed, in all respects, in accordance with the laws of the State of Illinois and the City, and any litigation pertaining to this Agreement or Snider's employment must be filed in the Circuit Court of Tazewell County, Illinois.

23) Indemnification. To the extent provided for by applicable law, the City shall hold harmless and indemnify Snider against any tort, professional liability or other claim

or demand or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission to act arising out of or from the performance of Snider's duties as City Administrator. The City shall defend (including the right to select legal counsel), compromise or settle any such claim, demand or suit and pay the amount of any settlement or judgment rendered against Snider, which is not based upon the illegal, bad faith, malicious or willful and wanton conduct of Snider, including the payment of attorney fees incurred in the cost of the defense, compromise or settlement of such claim, demand or judgment. This indemnification by the City shall not cover punitive damages, unless otherwise required by law. In order to be eligible for indemnification, Snider must inform the City of any claim or demand made against him within ten (10) days of his receipt of the claim or demand. Notwithstanding any provision in the Agreement to the contrary, Snider shall cooperate fully with the City during the course of any investigation, administration or litigation of any and all claims, complaints, demands or lawsuits.

- 24) **Bond.** Before entering into the duties of City Administrator, Snider shall execute a bond in compliance with the provisions of the City of Washington Ordinances and the provisions of Illinois statutes.
- 25) **Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
- 26) **Acknowledgment.** The parties acknowledge and agree that they have consulted or had the opportunity to consult with attorneys of their choosing during the negotiation, preparation, authorization, execution and delivery of this Agreement, and have read this Agreement, know and understand its contents, and execute this Agreement freely and voluntarily. Each party agrees that any interpretation of this Agreement shall not be construed against a party by virtue of such party having drafted the provisions of this Agreement.
- 27) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior or contemporaneous agreement, understanding or representation of any kind not contained in this Agreement shall not be binding upon the City or Snider, nor shall any future agreements be binding unless in writing and executed by the Mayor and Snider. Unless expressly stated otherwise in this Agreement, all benefits provided to Snider under this Agreement shall cease upon the termination of his employment as City Administrator.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

CITY OF WASHINGTON TAZEVELL COUNTY,
ILLINOIS

JAMES SNIDER

By _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
City Attorney

ATTACHMENT A

Summary of Benefits City of Washington, Illinois

Personal Time (Employer Paid) – 8 hours personal time per year is given at the beginning of the calendar year and must be taken by the end of the calendar year.

Good Health Incentive Program (GHIP) (Employer Paid) – Employees who use no more than 8 hours sick leave in the calendar quarter may elect a paid day off, 8 hours of additional straight time pay, or 8 hours added to sick leave bank.

Holidays (Employer Paid) – New Year's Day; Martin Luther King, Jr. Day; Good Friday; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day.

Life Insurance (Employer Paid) – A \$50,000 term life insurance policy is provided for each Department Director and \$100,000 for the City Administrator. The excess over \$50,000 is considered a taxable benefit. Managers receive a \$20,000 term life insurance policy.

NCPERS Life Insurance (Employee Paid: Voluntary) – Optional supplemental life insurance plan – open enrollment offered annually; current premium \$16 per month.

Health Insurance (Medical/Dental) (Employee Paid Premiums) – \$220.00 monthly premium for family/dependent coverage, \$106.00 for individual coverage – See Health Benefit Plan Booklet for a description of benefits and coverages. Wellness/tobacco free premium incentive available up to \$50.00 for family coverage and \$25.00 for individual coverage.

Vision Insurance – voluntary vision insurance is offered through VSP. Premiums are withheld the first two pay periods of the month as follows: employee only \$3.53; employee plus one \$5.65; employee plus children \$5.77; employee plus family \$9.31.

Prescription Drug Card (Employee Paid Deductibles) – \$5.00 co-pay for generic prescriptions; \$15 co-pay for prescription for brand – formulary; \$30.00 for brand – non-formulary. Mail order for maintenance drugs also available. Must use Walgreens or mail order for maintenance drugs.

Retirement Fund (Employee mandatory contributions) – For non-Police – participation in Illinois Municipal Retirement Fund 4.5% contribution of gross pay and for Police – participation in the Police Pension Fund 9.91% contribution of gross pay. Employee contributions are tax-deferred. Upon retirement, distributions are taxed. Employer makes separate contribution based on IMRF calculated rate or Police Pension tax levy amount.

ICMA/VALIC Retirement (Employee voluntary contributions) – Optional Sec. 457 deferred compensation plans.

ICMA Retiree Health Savings Plan – (Employer paid) – For those not eligible for Retiree Health Insurance, employer funded retiree health savings plan at the rate of 1.75% of base salary.

Unreimbursed Medical (Employee voluntary contributions) – Pre-tax contributions to a maximum of \$2,750 per year for out-of-pocket medical expenses.

Dependent Care (Employee voluntary contributions) – Pre-tax contributions to a maximum of \$5,000 per year (as set by IRS) for dependent care expenses.