

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made this ____ day of December, 2025 by and between the City of Washington, Illinois, a Municipal Corporation located in Tazewell County, Illinois, hereinafter called the “**City**”, and JEFF FIEGENSCHUH, hereinafter called the “**Administrator**”.

RECITALS

WHEREAS, Section 2-292 of the City Code establishes the office of City Administrator; and

WHEREAS, Section 2-292(b)(1) of the City Code provides that the Mayor of the City (“**Mayor**”) appoints the City Administrator with the advice and consent of the City Council; and

WHEREAS, the Mayor has appointed the Administrator to the office of City Administrator; and

WHEREAS, the Administrator wishes to accept the position of Administrator of the City under the conditions hereinafter set forth; and

WHEREAS, the purpose of this Agreement is to secure and retain the services of the Administrator and to provide inducement for him to remain in office and to provide the Administrator with peace of mind with respect to future security;

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:

1. **PERIOD OF EMPLOYMENT.** The period of employment shall commence on January 19, 2026, and shall continue until the end of the current Mayoral term, which in this case is the first City Council meeting in May, 2029, unless the Administrator is removed from office earlier pursuant to the provisions of paragraphs (10), (15) or (16) of this Agreement.
2. **ADMINISTRATOR’S DUTIES.** During the term of office herein described, the Administrator shall perform the duties of City Administrator as set out in all ordinances lawfully enacted, the duties specified in the Code of Ordinances of the City, and such other duties as the City Council of the City of Washington, Illinois, may lawfully assign to the Administrator.
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 the Administrator shall work whatever hours may be necessary

in order for him to fulfill the requirements of the position of Administrator, but in no event less than forty (40) hours per week.

4. **SALARY; RESIDENCY AND RELOCATION ASSISTANCE.** The Administrator shall receive annual compensation in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00). The Administrator must relocate to and establish residency within the corporate limits of the City within Ninety (90) days following the beginning of the period of employment. The City will reimburse the Administrator for documented relocation expenses actually incurred in an aggregate amount not to exceed Ten Thousand Dollars (\$10,000); provided, however, that should the Administrator elect to terminate his employment during the period of employment under this Agreement, the Administrator shall reimburse the City for all sums paid to the Administrator for relocation expenses pursuant to this paragraph. For purposes of this Paragraph, "relocation expenses" may include customary deposits on a residential lease, as well as utility deposits, in an amount not to exceed \$4,000.00, provided that the total amount of reimbursement for relocation expenses shall not exceed \$10,000.00.

5. **PERFORMANCE EVALUATION.** The Mayor and City Council shall review and evaluate the performance of the Administrator at least once annually no later than March 1 of each year. The review and evaluation shall be in accordance with specific criteria developed by the Mayor and City Council in consultation with the Administrator. Said criteria may be added to or deleted as the Mayor and City Council may determine from time to time. Further, the Mayor and City Council shall provide the Administrator with a summary written statement of the findings of the Mayor and City Council and shall provide an adequate opportunity for the Administrator to discuss his evaluation with the Mayor and City Council. The Administrator shall each year notify the Mayor and City Council of the need for an evaluation not more than sixty (60) days and not less than thirty (30) days before the deadline for the evaluation and secure a date from the Mayor and City Council for completion of the evaluation.

6. **VACATION PAY; CONTACT INFORMATION.** The Administrator shall be entitled to vacation time, which shall accrue at the rate of two hundred (200) hours per calendar year, with one hundred twenty (120) hours available upon commencement of employment. The Administrator may carry over up to forty (40) hours of vacation time from one calendar year to the succeeding calendar year. The Administrator shall advise the Mayor of planned vacations or other absences as early as possible and shall provide the Mayor with contact information for the Administrator in the event that an emergency arises which would require consultation with the Administrator.

7. **PERSONAL TIME.** The Administrator shall be entitled to sixteen (16) hours of personal time per year which shall be given at the start of the calendar year and must be taken by the end of that same calendar year.

8. **SICK LEAVE.** The Administrator shall be entitled to sick leave, which shall accrue at the rate of ninety-six (96) hours per calendar year, with forty (40) hours available upon commencement of employment. The Administrator may accumulate a maximum of 160 sick

days (1,280 hours), and an additional 80 days (640 hours) may be accumulated for the sole purpose of service credit for the Illinois Municipal Retirement Fund program. Notwithstanding the foregoing, unused sick leave will not be compensated upon termination of employment.

9. HOLIDAYS. The Administrator shall also be entitled to time off for ten (10) holidays per year in accordance with the regular City holiday schedule.

10. DISABILITY TERMINATION. Notwithstanding anything in this Agreement to the contrary, the City is hereby given the option to terminate this Agreement in the event the Administrator shall, during the term hereof, become permanently disabled as the term "permanently disabled" is hereinafter fixed and defined. Such option shall be exercised by the City giving notice to the Administrator by registered mail, addressed to him in care of the Administrator at his place residence, or at such other address, as the Administrator shall designate in writing. On the giving of such notice, this Agreement shall cease on the last day of the month in which the notice is so mailed, with the same force and effect as if such last day of the month were the date originally herein set forth as the termination date hereof.

For the purpose of this Agreement, the Administrator shall be deemed to have become permanently disabled if, during the term hereof, because of ill health, physical or mental disability, or for other causes beyond his control he shall have been continuously unable or unwilling, or shall have failed to perform his duties hereunder (i) for forty-five (45) consecutive days, or (ii) a total period of sixty (60) days during any calendar year, irrespective of whether or not such days are consecutive.

11. PROFESSIONAL AND CIVIC EXPENSES. The City shall pay the Administrator's dues to the Illinois City/County Management Association and the International City Managers Association, and reimburse the Administrator for reasonable expenses associated with attending conferences of said association. Membership fees for local civic organizations approved by the City Council will be paid by the City. The Administrator shall be reimbursed for other business expenses in accordance with the budget and as approved by the Mayor.

12. AUTOMOBILE. The City will provide a vehicle for the Administrator for business and reasonable personal use. "Reasonable personal use" generally includes personal use within fifty (50) miles of the City or another work location, but does not include substantial personal trips or vacations. Personal use refers to personal operation and driving of the automobile only. The Administrator will submit to the Finance Department a written record of all miles for personal use by the first day of each month. The City shall be solely responsible for all insurance, fuel, repairs and maintenance cost of the vehicle. However, the Administrator will pay all fuel costs when on personal use. The City shall replace the vehicle, as warranted by mileage and/or wear and tear.

13. OFFICE EQUIPMENT. The City shall provide standard office equipment for the Administrator's use, including a laptop computer and cellular telephone.

14. GROUP MEDICAL AND LIFE INSURANCE BENEFITS. The City shall provide the Administrator with employee and dependent health, dental and vision coverage at the City's sole cost and expense, in accordance with and under the same terms and conditions as consistent with all full-time City employees. Health coverage will be effective upon commencement of employment, with dental and vision coverage effective on the first day of the calendar month following the date of commencement. The City shall provide the Administrator with \$100,000 of life insurance under the same terms and conditions as consistent with other full-time City employees.

15. TERMINATION BY CITY. The City may terminate this Agreement and remove the Administrator from office at any time by complying with the following provisions:

- a. The Mayor shall file with the City Council the reason(s) for the removal or discharge of the Administrator from office.
- b. The Administrator shall be provided a written copy of the reasons(s) and an opportunity to address the City Council prior to the vote by the City Council confirming the removal or discharge; and
- c. The removal or discharge of the Administrator shall not become effective unless confirmed by a majority vote of the City Council including the Mayor.

16. TERMINATION BY ADMINISTRATOR. The Administrator may terminate his employment with the City upon Forty-five (45) days' prior written notice.

17. SEVERANCE PAY. In the event the City terminates this Agreement and the Administrator's employment under paragraph (15), the City agrees to pay the Administrator twenty (20) weeks of severance pay, spread out in equal monthly payments over five (5) months following termination. Notwithstanding the foregoing, the Administrator will not be entitled to any severance pay if the City terminates this Agreement pursuant to paragraph (10) hereof, or if the City terminates this Agreement for cause. For purposes hereof, the City may only terminate this Agreement for cause if the Administrator fails to perform his duties hereunder for a period in excess of thirty (30) consecutive days, or if the Administrator is convicted of any felony offence or any illegal act involving personal gain, or if the Administrator enters into any plea or other agreement for any such offense.

The Administrator shall also be compensated for unused vacation time accrued and unused for the fiscal year in which employment is terminated.

The Administrator agrees to accept these payments as liquidated damages in full satisfaction of any rights, compensation, or other benefits he may have under the terms of this Agreement.

18. ELIGIBILITY FOR BENEFITS AFFORDED OTHER CITY EMPLOYEES. Except for the benefit categories indicated in previous paragraphs of this Agreement, the Administrator shall receive the same employment benefits as are provided to other full-time City employees.

19. RENEWAL. The Mayor and the Administrator may meet to discuss his reappointment and the renewal of this Agreement at any time during its term. The Administrator's term as Administrator shall not survive the term of the Mayor who appointed him provided that in the absence of action by a newly elected or re-elected Mayor to either reappoint the Administrator or appoint a replacement, the Administrator shall remain in office until reappointed or until a replacement has been appointed by the Mayor and approved by the City Council.

20. AMENDMENTS. All attempted amendments of this Agreement shall be ineffective unless reduced to writing and signed by all parties.

21. EFFECTS. This Agreement shall be binding upon each of the parties hereto and their respective successors, assigns or heirs, as the case may be.

22. GOVERNING LAW. This Employment Agreement will be construed, interpreted, enforced and governed, in all respects, in accordance with the law of the State of Illinois and any litigation pertaining to said Agreement must be filed in the Circuit Court of Tazewell County, Illinois.

23. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent it is incorporated into this Agreement.

CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS

By: _____
Mayor

ATTEST: _____
City Clerk

ADMINISTRATOR:

By: _____
JEFF FIEGENSCHUH
Administrator