

RESOLUTION NO_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF WASHINGTON AND CITY FINANCE DIRECTOR PAULETTE HURD**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS, that:**

The City Council of the City of Washington hereby approves the Employment Agreement between the City and Paulette Hurd ("Exhibit A"), and authorizes, empowers, and directs the Mayor and City Clerk to enter into and execute said Employment Agreement in substantially the form of the document marked "Exhibit A" and by reference expressly made a part hereof and to execute and deliver any and all documents necessary for the effectiveness thereof.

PASSED AND APPROVED this 2nd day of February, 2026.

AYES_____

NAYS_____

Mayor

ATTEST:

City Clerk

Exhibit A

CITY FINANCE DIRECTOR EMPLOYMENT AGREEMENT

This City Finance Director Employment Agreement ("Agreement") is made this 2nd day of February, 2026, by and between the City of Washington, Tazewell County, Illinois ("City") and Paulette Hurd ("Hurd").

RECITALS

WHEREAS, the City wishes to employ Hurd under an Employment Agreement as City Finance Director; and

WHEREAS, Hurd wishes to be employed by the City pursuant to the terms of 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 Hurd's employment with the City:

- 1) **Period of Employment.** Hurd's employment under this Agreement shall commence on February 4, 2026 and continue for an indefinite period until terminated pursuant to the provisions of Paragraphs 7,8 or 9 of this Agreement.
- 2) **City Finance Director Duties.** Hurd shall perform the duties of City Finance Director 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 Hurd by the City Administrator.
- 3) **Hours of Work.** The parties realize that the position of City Finance Director requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Hurd shall work whatever hours may be necessary in order for her to fulfill the requirements of the position of City Finance Director, but in any event not less than forty (40) hours per week, unless approved by the City Administrator.
- 4) **Salary.** Hurd shall be compensated at an annual base salary rate of One Hundred Thirty Thousand Dollars (\$130,000.00), payable in bi-weekly installments. Hurd's salary may be increased by a majority vote of the City Council anytime during the term of this Agreement.

- 5) **Eligibility for Additional Benefits.** Unless otherwise specified in this Agreement, Hurd shall be entitled to the general City employment benefits as may exist from time to time for City employees who are not covered by a collective bargaining agreement or individual employment agreement. 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 City Administrator.
- 6) **Outside Activities.** Hurd shall not engage in any non-City connected business or employment without the prior approval of the City Administrator.
- 7) **Termination by the City.** The City may terminate this Agreement and Hurd's employment at any time pursuant to the provisions of the City Code. It is understood and agreed that Hurd shall at all times be an employee at will and may be dismissed with or without cause.
- 8) **Termination by Hurd.** Hurd may terminate this Agreement and her employment with the City upon fourteen (14) calendar day's written notice to the City Administrator. Following receipt of such notice, the City, in its sole discretion, may choose not to continue Hurd's employment through the end of the notice period, in which case, Hurd will still be paid through the last day of the fourteen (14) day notice period.
- 9) **Severance Pay.** In the event that the City terminates this Agreement without cause ("cause" includes any conduct, act or failure to act by Hurd 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 Hurd a lump sum monetary severance equal to twenty (20) weeks of Hurd's salary at the time of termination. Hurd's entitlement to a monetary severance is conditioned on Hurd 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, Hurd's employment with the City and termination of Hurd's employment.
- 10) **Obligations After Termination of Employment.** In addition to those obligations set forth elsewhere in this Agreement and otherwise imposed by law, Hurd agrees that upon termination of her employment, she will pay the City, on demand, all monies

owed to the City by Hurd and will return all equipment, property and information belonging to the City. Also upon termination, the City will pay to Hurd any accrued unused vacation time and personal time pursuant to the requirements of the Illinois Wage Payment and Collection Act.

- 11) Renewal/Modification.** The City and Hurd 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 Hurd and approved by the City Council.
- 12) Effects.** This Agreement shall be binding upon the City and Hurd and their respective successors, assigns or heirs, as the case may be.
- 13) 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 Hurd's employment must be filed in the Circuit Court of Tazewell County, Illinois.
- 14) 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.
- 15) 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.
- 16) 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 Hurd, nor shall any future agreements be binding unless in writing and executed by the Mayor and Hurd. Unless expressly stated otherwise in this Agreement, all benefits provided to Hurd under this Agreement shall cease upon the termination of her employment as City Finance Director.

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

**CITY OF WASHINGTON TAZEWELL COUNTY,
ILLINOIS**

By _____
Mayor

PAULETTE HURD

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
City Attorney

ATTACHMENT A
Summary of Benefits —Department Head/Manager
City of Washington, Illinois

Vacation Time (Employer Paid) – Accrual of 3.333 hours per 24 pay periods to equal 80 hours per year during the first 5 years. An additional week is granted in five-year increments so that the accrual rate is equal to 120 after 10 years; 160 after 15 years; 200 after 20 years.

Sick Time (Employer Paid) – 96 hours initial sick time. After the first year, accrual of 4.0 hours per 24 pay periods per year. Employees 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.

Personal Time (Employer Paid) – 16 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.

Exempt Employee Compensatory Time (Employer Paid) – 48 hours of time per fiscal year allowed for time off in recognition of additional time for meetings, etc. Any time remaining at the end of the fiscal year is paid.

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; Juneteenth, July 4th; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day.

Longevity Schedule –Full-time employees shall earn longevity pay which is added to base pay in accordance to the schedule outlined under Appendix 3 of the City’s Employee Handbook.

Medical & Dental Insurance – \$220.00 monthly premium for family/dependent coverage, \$106.00 for individual coverage – See benefit plans for a description of benefits and coverages. A wellness incentive is available for up to \$50.00 savings for family coverage and \$25.00 savings for individual coverage per month. Prescription coverage included with health insurance.

Vision Insurance –Vision insurance is offered for full-time and part-time employees. Employee-paid premiums are withheld the first two pay periods of the month.

Unreimbursed Medical Flex (FSA) – Pre-tax contributions for out-of-pocket medical expenses as set by the IRS.

Dependent Care Account – Pre-tax contributions for dependent care expenses as set by the IRS.

Life Insurance (Employer Paid) –\$75,000 Basic life insurance and AD&D policies are provided for

each full-time employee at the Department Head level with \$50,000 for each full-time employee at the Manager level. Additional, employee-paid, voluntary term life insurance policies for employee, spouse, and children are also available.

NCPERS Life Insurance – Optional supplemental life insurance plan available to IMRF members; open enrollment offered annually; current premium \$16 per month.

Illinois Municipal Retirement Fund (IMRF) – Mandatory employee contribution of 4.5% of gross pay. Employee contributions are tax-deferred. Upon retirement, distributions are taxed. Employer makes separate contribution based on IMRF calculated rate. Employee can elect voluntary additional contributions of up to 10% of pre-tax dollars.

Mission Square Retiree Health Savings Plan – (Employer Paid) Retiree health savings plan at the rate of 1.75% of base salary. Automatic enrollment for employees electing medical insurance.

Mission Square 457 Retirement – Optional Sec. 457 deferred compensation plan.

Gym Membership - The City of Washington shall pay the gym memberships of employees up to \$30 per month. The City of Washington shall reimburse employees for their gym memberships on a quarterly basis providing the following requirements are met: (1) employees prove membership to a gym with receipts on a quarterly basis; (2) employees prove gym usage of a minimum of 12 days per month.