Monday, January 14, 2019
5:30 PM

Special Meeting City Council Agenda

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of January 7, 2019 City Council Meeting

IV. New Business

1. Resolution Authorizing Agreement and Appointing City Manager

V. Recess to Closed Executive Session

Recess to Closed Executive Session Under Section 2, Open Meetings Act (c)(1) for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, (c)(5) the purchase or lease of real property for the use of the public body and (c)(6) the setting of a price for sale or lease of property owned by the public body.

VI. Adjournment

CITY COUNCIL MINUTES
Monday, January 7, 2019

On Monday, January 7, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn and Chuck Kuhle were present. Mayor Julie Moore Wolfe declared a quorum present.

Interim City Manager Billy Tyus attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance.

Mayor Julie Moore Wolfe called for appearance of citizens.

John Phillips Jr. appeared before council and felt that the reaction of certain City Council members at the last City Council meeting regarding a USA Today online article which featured the successes of African-Americans in the Decatur community was dismissive.

Mayor Julie Moore Wolfe called for approval of the minutes.

The minutes of the December 17, 2018 Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray and on call of the roll, Council members Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Julie Moore Wolfe called for New Business.

R2019-01 Resolution Authorizing Payment of the 2019 Central Illinois Regional Dispatch Center Invoice -- User Fees for the Decatur Police Department and Decatur Fire Department, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2019-01 Ordinance Rezoning property from B-2 Commercial District to M-1 Intense Commercial-Light Industrial District, 3373 North Woodford Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-02 Resolution Accepting the Bid Price of InfoSense, Inc. for the Purchase of a Sewer Acoustic Inspection System, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through E and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman Bill Faber asked to remove Item E. The Clerk read Items A through D:

Item A. Receiving and Filing of Minutes of Boards and Commissions

Item B. R2019-03 Resolution Approving Appointments – Decatur Area Convention and Visitors Bureau

Item C. R2019-04 Resolution Approving Appointment – Decatur Housing Authority

Item D. R2019-05 Resolution Approving Appointment – Zoning Board of Appeals

Councilman Pat McDaniel moved Items A through D be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll Council members Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2019-06 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Bill Faber stated that he would like the opportunity to review the minutes before determining if the minutes should remain confidential and asked to table the item. Councilman David Horn asked Corporation Counsel Wendy Morthland if City Council members wished to see minutes from previous meetings if they could do so; Corporation Counsel Wendy Morthland responded yes.

Upon call of the roll, Council members Pat McDaniel, Dana Ray, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber voted nay. Six ayes and one nay. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business.

Mayor Julie Moore Wolfe received a letter of resignation from Deputy City Manager Billy Tyus and the Mayor and Council thanked Deputy City Manager Billy Tyus for his years of service and wished him well.

Mayor Julie Moore Wolfe reported that Decatur School board member Courtney Carson is organizing a community meeting which will be held at the Decatur Civic Center on January 31 at 6pm to discuss violence in the community.

Councilwoman Lisa Gregory thanked the individual who donated $1,500 to CONO for the purchase of a trailer which will be used for neighborhood cleanups and wished CONO President Sue Lawson well on her retirement and thanked her for her hard work and dedication over the past several years.

Councilman Chuck Kuhle would like Council to be thinking of the possibility of the legalization of marijuana and the ramifications it would have on the community.

With no other business, Mayor Julie Moore Wolfe called for Recess to Closed Executive Session under Section 2 Open Meeting Act (c) (1) for the purpose of discussing the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body. Councilman Pat McDaniel moved to Recess to Closed Executive Session; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Council returned to the regular Council meeting following Closed Executive Session. Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilwoman Dana Ray. All were in favor by voicing no objections.

Mayor Julie Moore Wolfe declared the regular Council meeting adjourned at 6:45pm.

Approved _____
Kim Althoff
City Clerk

RESOLUTION NO. 2019-_____

RESOLUTION AUTHORIZING AGREEMENT AND APPOINTING CITY MANAGER

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Agreement between the City of Decatur and Scot Wrighton for the appointment by the City of Scot Wrighton as City Manager be, and the same is hereby, received, placed on file, approved and attached as Exhibit A.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Agreement on behalf of the City of Decatur.

Section 3. That effective not less than 45 days and not more than 90 days from the date of agreement, Scot Wrighton be, and he is hereby, appointed City Manager of the City of Decatur for all purposes as set out in the statutes of the State of Illinois and pursuant to the terms of the Agreement authorized hereby.

PRESENTED, PASSED, APPROVED AND RECORDED this 14th day of January, 2019.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER

AGREEMENT made between City of Decatur, Macon County, an Illinois home rule municipality, hereinafter ("City") and Scot Wrighton, who currently resides in Streator, Illinois, (hereinafter "City Manager"). City and City Manager are each a party to this Agreement.

FOR VALUABLE CONSIDERATION, in hand received, City and City Manager agree:

ARTICLE I
Appointment and Representation by Council

City will appoint and City Manager will accept the appointment as "City Manager" upon a majority vote of a quorum present at a Decatur City Council meeting. The Effective Date of this Agreement shall be on the first day that City Manager reports for work which shall not be less than 45 days, or more than 90 days, from the date that the City Council votes to appoint the City Manager and approve this Agreement.

ARTICLE II
Obligations of City Manager

2.1. **Representations**. As inducement to enter into Agreement, City Manager represents:

(a) *Discipline.* City Manager has not been subject to an investigation, reprimand or discipline for his conduct as a public employee alleging violation of any federal, state or municipal statute;

(b) *Non-Competition and Conflicting Agreement.* City Manager is not now a party to, nor has ever been a party to, any non-competition agreement with any party restricting or purporting to restrict his work hereunder and is not a part of any agreement, written or oral, which would be breached by his performance of Agreement, except for work as an outside private consultant and instructor as provided below in Section 2.8 and 7.3; and

(c) *Named as Defendant.* Except as previously disclosed to City; (i) City Manager has not been named as a defendant in any action or proceeding resulting from his conduct as a public employee, and (ii) to the best knowledge of City Manager, there is no basis for any unasserted claims for his conduct.

2.2. **Work**. City Manager will:

(a) Report to Mayor and keep Council fully informed of City matters;

(b) Assume the role and perform the responsibilities described in attached Exhibit "A;"

(c) In his performance of the "Work" described in attached Exhibit "B," act as municipal manager and administrative head of City's municipal government responsible for efficient administration of all City departments;

(d) Perform the powers and duties of a "manager" set forth in §5-3-7 of the Illinois Municipal Code ("Code");

(e) Abide by all rules, regulations, policies, procedures, duties and obligations which are periodically adopted by City and by all amendments to Exhibits "A" and "B" and §5-3-7 of the Code; and

(f) Cooperate with City in (i) defense or prosecution of any claims or actions now in existence or which may be brought in the future against, or on behalf of, City; or (ii) in connection with any examination or review of any federal or state regulatory authority, and City shall reimburse City Manager for any reasonable expenses incurred by City Manager in compliance with the subparagraph (f).

2.3. **Place of Residence.** Within six (6) months of the Effective Date of this Agreement, City Manager will establish his permanent residence within the City's corporate limits.

2.4. **Oath and Bond.** City Manager will take and subscribe the oath required by the Illinois Constitution and will execute a bond, with surety, as required by §5-3-9 of the Code. City Manager shall faithfully perform his duties and provide that the bond shall be in full force and effect during his entire tenure of employment.

2.5. **Standard of Work.** City Manager will devote his best efforts and full professional time, attention, skill and energy to performance of his work to the complete satisfaction of Council. City Manager will not engage in any conduct or make any statements or representations which in opinion of Council impair the reputation or goodwill of City or cause disruption in City services. City Manager will maintain harmonious working relationships with Mayor, Council, City personnel and members of the community. City Manager is expected to be active in the community and belong to professional organizations which benefit City and provide for interaction with community members.

2.6. **Hours of Work.** Duties of City Manager will require work both during regular business hours and on weekends, evenings, and other irregular hours at location(s), including City's administrative offices and elsewhere. Work during irregular hours and at other locations is of equal importance and included in normal, daily duties

and responsibilities. In order to provide City Manager with a reasonable limitation to the total number of work hours required in any given week, City Manager may reasonably determine work hours necessary to his position, but in no event shall the number of work hours be less than 40 hours per week.

2.7. **Physical Examination.** If in the opinion of Council, City Manager has become physically or mentally impaired due to sickness or injury to the extent City Manager is unable to perform his work hereunder, City may require City Manager to submit to an independent physical, mental, or toxicological examination(s) for purposes of determining City Manager's physical and mental fitness to perform his work at City's cost and at such reasonable time or times and by such physician(s) as City may designate. Failure to submit to such examination(s) is cause for suspension or immediate termination *for cause.*

If the independent examiner opines that the City Manager is not capable of performing his job, City Manager shall be placed on administrative leave. If City Manager's leave exceeds one (1) month, the City may terminate this Agreement "*for cause.*"

2.8 **Outside Consulting.** Although the City Manager will devote his full-time energies to his work for the City, he will be permitted to maintain his outside consulting practice, so long as this business is performed during paid vacations. City Manager agrees that he will not accept any clients from Illinois or from any source that would create a conflict of interest with City.

ARTICLE III
Obligations of City

3.1. **Compensation.** City shall pay City Manager, and City Manager will accept as compensation for work hereunder, the payments specified in, or determined in accordance with the attached Compensation and Benefit Policy, which is attached hereto as Exhibit "C" and made a part of this Agreement.

3.2. **Benefits.** Council agrees to provide the benefits specified in, or determined in accordance with Compensation and Benefit Policy.

3.3. **Facilities, Personnel and Equipment.** City shall, at its expense, pay cost of the bond required in Section 2.4, furnish office facilities, personnel and equipment determined by City to be reasonably necessary for the proper and efficient conduct of City Manager's work. In addition, City shall provide a tech allowance of Two Hundred Fifty Dollars ($250.00) per month. City Manager shall be solely responsible for providing his own laptop computer, IPad, cell phone and other electronic or digital equipment he desires. If the City IT Department, in their sole discretion, determines that there is a compatibility or security issue, then City shall provide City Manager with a laptop computer, IPad, cell phone and other necessary electronic equipment.

3.4. **Work Review**. City Council shall give City Manager an annual review of his professional performance using a process mutually acceptable to Council and City Manager. The review shall be commenced and completed during December of each year and shall specifically address the performance of City Manager's work required herein.

ARTICLE IV
Term of Employment

4.1. **Term.**

Initial Term. City Manager's appointment is for an indefinite term pursuant to 65 ILCS 5/5-3-7; unless terminated in accordance with Article V below.

ARTICLE V
Termination and Suspension of Employment

5.1. **By City For Cause**. Council may terminate City Manager's employment *for cause*:

(a) If City Manager has violated local, state or federal laws or regulations prohibiting the harassment of another person on the basis of sex, race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, genetic information, sexual orientation or citizenship status, and sufficient evidence has been provided thereof, and Council determines such violation(s) to be material intentional; or

(b) If City Manager repeatedly fails to enact directives given by a majority vote of the City Council; or

(c) If City Manager materially and substantially violates any of the confidentiality restrictions contained in Article VI below or any of the conflict of interest restrictions contained in Article VII below; or

(d) If City Manager is convicted (to include entry of a plea of guilty or *nolo contendere*) by a court of competent jurisdiction of commission of a criminal act which adversely affects City's reputation, excluding minor traffic offenses; or

(e) If the City Manager commits an unethical or fraudulent act in the performance of his work, and sufficient evidence thereof has been provided and verified as an unethical or fraudulent act based upon commonly accepted codes of conduct as set forth by the International City/County Management Association, and the Council has determined the consequences to be adverse to the City; or

(f) If upon Council's request City Manager fails to promptly submit to the physical, medical or toxicological examination(s) described in Section 2.7 above; or

(g) If City Manager tests positive for use of alcohol or illegal drugs (including drugs that are legal with a prescription if City Manager does not possess a valid prescription) which violates the City personnel policy.

5.1.1 If Council is considering terminating employment on the basis of subparagraphs (a), or (b) of Section 5.1 above, Council must specify the violation or failure in a Notice to City Manager prior to terminating employment, and Council must then allow City Manager at least a 30-day period to correct or substantially cure the violation or failure.

5.2. **City Without Cause.** In the absence of a "for cause" finding and upon a Majority Vote of Council, City Manager's employment may be terminated ***without cause*** by the delivery of a 60-day notice specifying the date of termination.

5.3. **By City Manager.** City Manager may terminate employment:

(a) *For cause* if City has failed to perform any of the provisions of this Agreement which City is required to perform; or

(b) *Without cause* which shall foreclose City Manager from receiving the severance as provided herein.

5.3.1. If City Manager is considering terminating employment on the basis of subparagraph (a) of Section 5.3 above, he must deliver a Notice to the City specifying the failure prior to terminating and then the City shall have 60 days to correct, or substantially cure, the failure.

5.4. **Disability**. Employment will terminate upon City Manager's "Disability" continuing for 30 consecutive days. "Disability" means City Manager is unable to reasonably perform the duties of his work hereunder due to a physical or mental condition (including sickness or injury) as determined by Majority Vote of Council.

5.5. **Death**. Employment will terminate immediately upon City Manager's death.

5.6. **Mutual Agreement**. Employment may be jointly terminated by City and City Manager on mutually agreeable terms set forth in writing and signed by both parties.

5.7. **Suspension**. Council by Majority Vote may temporarily suspend City Manager in lieu of termination contemplated by Section 5.1, with full pay and benefits, if City Manager has been given Notice stating the reasons for such suspension. Said Notice must be provided to City Manager at least 10 days prior to a Council session where City Manager, Mayor and Council may be heard on the stated reasons for suspension.

5.8. **Termination Arrangements**. Immediately upon termination of City Manager's employment, regardless of reason for termination, City Manager (or his legal representatives) will surrender all Confidential Information and other materials as required in Article VI below,

and the equipment furnished by City, including, but not limited to, credit card, City-owned cell phone, IPad and/or laptop computer; keys, City credentials or identification, and computer password(s).

ARTICLE VI
Confidential Information

6.1. **Confidential Information.** City Manager agrees by reason of his employment he will have access to confidential information of City (and its vendors, suppliers, customers, and others having business dealings with City) including, without limitation, personnel data, trade information and knowledge pertaining to services provided by City, the costs, rates and charges sought by City in exchange therefor, costs of doing business, internal operating procedures, and information related to relationships between City and its vendors, suppliers, customers, and others having business dealings with City (collectively, "Confidential Information"). City Manager acknowledges the Confidential Information is a valuable and unique asset of City and agrees that both during and after the term of his work with City, he will not disclose, divulge or communicate to any person or use any Confidential Information (except as his work as an employee of City may require) without written consent of Council. City Manager further agrees that all files, letters, memoranda, reports records, spreadsheets, data sketches, drawings, program listings or other written, photographic, or other tangible materials containing Confidential Information, whether created by City Manager or others, which shall come into his possession, are the exclusive property of City to be used by City Manager only in performance of his work for City. All records or copies thereof and all tangible property of City in possession of City Manager shall be delivered to City immediately upon: (a) a request by City; or (b) termination of City Manager's employment. The obligation of confidentiality imposed by this Article VI shall not apply to information required by law, regulation or judicial or government authorities to be non-observance of his obligations hereunder; but if disclosure is required by law, City Manager will give City prompt notice upon learning of such requirement so that City may file a request for a protective order or for such other relief as City deems appropriate.

6.2. **No Interest of License**. City Manager agrees he has no interest in the Confidential Information, and City Manager will not claim any interest or license in any Confidential Information.

6.3. **Copies**. Except for use by City Manager for the benefit of City during his employment, City Manager will not copy, reproduce, download, upload, transfer, or make any extract, reproduction or duplicate of any Confidential Information.

6.4. **Breach**. If City Manager breaches, or threatens breach, of this Article VI, City shall have the rights and remedies set forth herein, each of said rights and remedies shall be independent of the other(s) and severally enforceable. All of said rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to City under law or described herein, and may not be reasonably or adequately compensated in money damages. Thus, City shall also be entitled to permanent and temporary injunctive and equitable relief and, pending determination of any dispute with respect to such violation or breach, no bond or security shall be required.

ARTICLE VII
Conflict of Interest

7.1. **Interest in Contracts.** City Manager acknowledges he has received a copy of and shall comply with §3.1-55-10 "Interest in Contracts" of the Code, and shall immediately give notice of any breach thereof.

7.2. **No Lobbying.** City Manager shall not for a period of 24 months from the date of termination of employment engage in any activities, whether as a principal, employee, agent, partner, consultant, or advisor, related to lobbying City or seeking business from City without written consent of Council.

7.3 **Outside Consulting.** City Manager shall, throughout his employment with City, assure that there is no conflict of interest between the activities of City and his outside consulting.

ARTICLE VIII
Survival of Obligations

8.1 Upon termination of City Manager's employment, regardless of reason for termination, the provisions of Section 2.2(f), Section 5.8, Article VI, Article VII, Section 9.1, Section 9.2 and Section 9.3 shall continue in full force and effect.

ARTICLE IX
Miscellaneous Provisions

9.1. **Adverse Publicity.** Upon termination of employment, City Manager will make all reasonable efforts to ensure City is not subjected to disparaging comments or adverse publicity.

9.2. **Notices.** All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, five (5) days after mailing.

To City Manager: Scot Wrighton
7 Ridge Road
Streator, IL 61364

To Mayor: The City of Decatur
Attn: Mayor
1 Gary K. Anderson Plaza
Decatur, IL 62523

To City:	The City of Decatur Attn: City Clerk 1 Gary K. Anderson Plaza Decatur, IL 62523
Copy to:	The City of Decatur Attn: Chief Legal Counsel 1 Gary K. Anderson Plaza Decatur, IL 62523

9.3. ***This paragraph intentionally left blank.***

9.4. **Binding Effect. This** Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and legal representatives.

9.5. **Non-Waiver**. Failure of either party to require strict compliance by the other party with any provision of the Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

9.6. **Illinois Law and Venue**. The Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

9.7. **Modification of Agreement**. Any modification of Agreement or additional obligation assumed by either party in connection with Agreement will be binding only if evidenced in writing and signed by each party.

9.8. **Severability.** Each provision of Agreement is separable from the whole. If any portion of Agreement is determined invalid, that invalidity will not impair the remaining provisions of Agreement.

9.9. **Headings**. Titles to articles, sections and paragraphs of Agreement are solely for convenience and will not be used to explain, modify, or aid in interpretation of the provisions of the Agreement.

9.10. **No Third Party Rights**. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

9.11. **Assignments and Successors.** Parties are barred from assigning or delegating the rights and/or duties set forth herein, and any attempted assignment or delegation will be null and void.

9.12. **Entire Agreement**. Agreement and attached exhibits will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective Date, will not be binding upon either party except to the extent incorporated herein.

(The following page is the signature page.)

IN WITNESS WHEREOF, the parties hereto have duly executed Agreement on _____, 2019 to be effective on the Effective Date.

CITY OF DECATUR

BY: _____
JULIE MOORE-WOLFE, Mayor

Attested to _____, 2019

[SEAL]

_____
KIM ALTHOFF, City Clerk

CITY MANAGER

_____
SCOT WRIGHTON

Attachments:

Exhibit A	City Manager Roles and Responsibilities
Exhibit B	City Manager – City Manager's Office
Exhibit C	Compensation and Benefit Policy

AN E-MAIL COPY MAY SUFFICE AS AN ORIGINAL.

EXHIBIT "A"

CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER
CITY MANAGER ROLES AND RESPONSIBILITIES

STATUTORY OBLIGATIONS: In addition to all assigned tasks and the obligations set forth herein, the City Manager agrees to fulfill the obligations set forth in §5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 (2016)) and any and all amendments hereafter.

ROLE:

- Chief Administrator: In the context of local government, the chief administrator is the leader and manager of all departments and services and the chief employer of City employees, similar to a private sector corporate President.
- Enforcement Officer: Enforce all laws and policies of the City Counsel.
- Fiscal Officer: Prepare and administer the budget and funds of the City.
- Employer: Hire, direct, develop, evaluate performance, discipline employees.
- Policy Advisor: Recommend to City Council measures of law or policy.
- Emergency Response: In accord with the emergency authority of the Mayor, coordinate the technical responsibilities of staff members and other agencies for emergency response.

RESPONSIBILITIES:

1. Semi-annually during "Study Session", City Council specifies top priority issues and projects for focused attention by the City Manager and staff. The City Manager will provide written update reports to the Council and staff of the status and progress of each of those top priorities each quarter.

2. Additional Responsibilities:

- Set a positive cast on accomplishments and problem-solving.
- Promote an open relationship with the Mayor and City Council
- In trust with the Mayor, keep the City Council fully informed in a timely fashion about good and bad news.
- Promote and carry out the communications policies of the City.
- Regularly submit reports from organizations receiving City funds.
- Stay informed about municipal trends and practices and keep City Council informed.
- Manage the services and accomplishments of the City according to the Council's vision and goals.
- Anticipate City government problems and potential solutions.

- Organize staff resources for services and recommendations to City Council.
- Use City resources wisely and efficiently.
- Be proactive in the role of City Manager, and think "outside the box" about methods and resources.
- Serve as a conduit for communications between City Council and staff.
- Set the tone and exhibit a positive attitude for the staff and employees.
- Set Council meeting agendas in collaboration with the Mayor.
- Promote collegial trust among Councilmembers, the City Manager and staff.
- Initiate policy recommendations to the City Council.
- Support and uphold the Illinois Constitution, statutes and the Decatur Code of Ordinances.

Study Sessions:

Study session(s) agenda and schedules shall be set pursuant to City of Decatur policy.

EXHIBIT "B"

CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER

CITY MANAGER'S OFFICE

NATURE OF WORK:

The City Manager is the chief administrative officer of the City of Decatur. As the chief administrative officer, the City Manager provides professional counsel to the City Council, represents the City to all its citizens, and provides guidance to and supervision of all operating units and employees of the City.

SUPERVISION RECEIVED:

Work is performed with professional independence under the general direction of the City Council and is reviewed through reports prepared and the observation of results obtained in the implementation of policy.

SUPERVISION EXERCISED:

Exercises direct supervision over all department heads and indirect supervision over all personnel employed by the City of Decatur.

EXAMPLES OF WORK (Including, but not limited to the following):

1. The City Manager is responsible to supervise the administrative affairs of the City, carry out the policies formulated by the Council, serve as the chief spokesperson for the City, and provide professional guidance to the Council.

2. In carrying out these functions, the City Manager is required to:

   A. Appoint and, when necessary, suspend or terminate all officers and employees of the City, except as otherwise provided by statute or ordinance;

   B. Prepare an annual budget for submission to the Council, and be responsible for the implementation of the adopted budget;

   C. Attend all meetings of the City Council and participate in the Council's deliberations;

   D. Advise the Council on an ongoing basis of the current problems and future needs of the City, and recommend for the Council's consideration solutions and directions in the best interest of the City and its citizens.

E. Recommend to the Council, as appropriate, the adoption of such measures as he may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services;

F. Represent the City as required at public meetings, hearings, and public gatherings.

3. Performs related work and other duties as assigned by the Mayor or City Council.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

1. In-depth knowledge of the principles and practices of local government administration.

2. In-depth knowledge of the principles and practices applicable to each of the principal functions and services of the City of Decatur.

3. Effective data collection analysis and writing skills.

4. Effective communication and public relations skills.

5. High energy level.

6. Ability to work effectively with lay councilmen, and reconcile differences of opinion.

7. A sense of humor.

NOTE: This position is filled by appointment of the City Council.

EXHIBIT "C"

CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER

Compensation and Benefit Policy

The following is City's Compensation and Benefit Policy (Policy) for Scot Wrighton for City Manager and is incorporated into the preceding Employment Agreement of City Manager for City of Decatur, Illinois.

A. Compensation.

1. *Salary.* City Manager shall receive a salary at an annual rate of One Hundred Eighty-Five Thousand Dollars ($185,000.00) commencing on the Effective Date of the Agreement; and such salary shall be payable in semi-monthly installments equalized in accordance with the pay plan applicable to City employees.

2. *Severance.* If Agreement is terminated by City ***without cause*** or by City Manager for cause as provided in the Agreement, City shall pay monthly severance to City Manager for twenty (20) weeks equal to City Manager's most recent monthly salary, following City's receipt of an executed release, binding upon City Manager and releasing and waiving any and all claims, actions, demands, causes of action and/or demands against City, Mayor, any member of Council, or any other person for whom City will have liability for acts or omissions. Release will be in a form acceptable to City. The severance benefit shall expire five (5) years after the Effective Date of the Agreement unless the parties agree to enter into a written amendment that specifically extends this severance benefit.

3. *Final Compensation.* Nothing contained herein shall release City from compensation owed to City Manager in accordance with the laws of the State of Illinois, including any final paycheck, accrued benefits and compensation for accrued but unused vacation days as provided in City policies. Final compensation, as defined herein, shall be in addition to any severance payment that may be required by this Agreement.

B. Benefits.

1. *Vacations.* The length of City Manager's annual vacations shall be:

(a) Immediately after the Effective Date City Manager shall have twenty (20) vacation days. City Manager shall earn twenty-five (25) additional vacation days on each anniversary thereafter.

(b) Upon 30-day advance notice to Mayor and Council, City Manager, at his option, may carry one week of untaken vacation from one year to next. City Manager acknowledges receipt of the City Personal Policy and shall abide by all other terms in the policy

related to paid benefit time, and other topics, except where superseded by the provisions of this Agreement.

2. *Group Health Insurance.* City Manager is eligible for group health insurance for employees and dependents in accordance with City's existing plan. City Manager will select the group health insurance plan he desires. His co-pay shall be deducted from his regular payroll like all other City of Decatur management employees.

3. *Salary Protection Plan.* City shall offer the current IMRF "Salary Protection Program" to City Manager for participation at his cost, if he elects to participate.

4. *Sick Leave.* Immediately after the Effective Date, City Manager shall earn twenty (20) sick days. City Manager shall earn additional sick days pursuant to the City of Decatur personnel policy for management employees.

5. *Public Official Liability Insurance.* City shall provide City Manager with public official liability insurance in accordance with such provided other officers of City.

6. *Automobile Expense.* Work to be performed by City Manager will require the regular use of an automobile. City and City Manager agree City Manager will use his own automobile for such purposes. Following are conditions governing automobile use by City Manager:

(a) City shall pay City Manager an allowance of $550.00 per month for the use of his automobile for City purposes in and about Macon County, Illinois. All additional automobile travel outside of Macon County, Illinois on City business shall be compensated for at the rate other City Employees are compensated, or at the per mile rate designated as deductible by the Internal Revenue Service; and

(b) For his Automobile used for City purposes, City Manager will obtain and maintain during employment, a policy of insurance providing liability coverage in amounts not less than Two Hundred Fifty Thousand Dollars ($250,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence and not less than One Hundred Thousand Dollars ($100,000.00) property damage, which liability insurance policy shall include City as an additional insured. The insurance provider will be a reputable company. City Manager will provide City a certificate of insurance evidencing the policy.

7. *Business Expenses.*

(a) City shall reimburse City Manager for reasonable business expenses incurred by him in performance of his work in accordance with City's reimbursement policy, or if City Manager receives authorization from Mayor; and

(b) Further, City shall pay expenses of City Manager to attend City conferences and meetings and to continue professional development. Such expenses include, but not limited to: air travel; mileage, taxi and auto rental; lodging and meals; memberships and

subscriptions to publications of the International City Management Association and Illinois City Management Association; registration fees for training programs offered by such associations; and travel and incidental costs relating to attendance at conferences, meetings and training programs. City and City Manager agree that the above membership and participation in conferences, meetings and professional development are to be undertaken by City Manager, at his option, or at the request of Council, and shall be considered as part of his work.

8. *Reimbursement of Moving and Temporary Housing Expenses*. City shall reimburse City Manager for temporary housing and reasonable moving expenses of his family's furniture, normal household goods and personal belongings to Decatur, Illinois. City Manager shall provide the City with copies of receipts for his temporary housing and moving expenses. City shall comply with the Internal Revenue Code and the rules and regulations thereunder with respect to reporting the reimbursement. The reimbursement for this expense shall not exceed Fifteen Thousand Dollars ($15,000.00).

C. **MISCELLANEOUS.**

1. *Employment Status*. It is expressly acknowledged by City and City Manager that City Manager, in performance of work pursuant to Agreement, is an employee of City and exempt under state and federal wage and hour statutes. City shall deduct from compensation paid pursuant to this Policy, any sums for income tax, unemployment insurance, social security or any other withholdings as are required from time to time by law, this Agreement, City Policy, or other requirement of any governmental body to be withheld from an employee's compensation.

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