

Decatur City Manager Offer Sheet

Salary: \$155,000

Deferred Compensation: N/A – possible at later date

Auto Allowance: \$550 per month – City will reimburse for mileage in the event of an out-of-town meeting or conference

Residency: Within one year of employment date

Moving Expenses: Reimbursed within one year of employment date – two bids required

Severance Provision: 33% of salary within contract term for no cause only. No severance for contract non-renewal – 90 or more days notice – or for removal for cause

Health Insurance: Same as offered to other management employees

Life Insurance: Same as offered to other management employees

Sick Leave: Same as offered to other general employees

Vacation: 20 days per year – one (1) week vacation carry-over allowed with thirty (30) day notification prior to anniversary date to Mayor and Council

Holidays: Same as offered to other City officials

Training and Professional Development: Reimbursed

Start Date: March 23, 2015

Physical Exam and Drug Screen: Successful completion prior to start date – condition of hire

Background Screen: Additional screening by City – successful completion prior to start date – condition of hire

ACCEPTED:



Timothy Gleason

2/25/15

Date:

CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER

AGREEMENT made between City of Decatur, Macon County, Illinois, a municipality and Illinois home rule unit (City) with Mike McElroy serving as Mayor (Mayor) to be effective March 23, 2015 (Effective Date) and Timothy A. Gleason now of Washington, IL (City Manager). City and City Manager are each a party hereto, and collectively City and City Manager are parties to Agreement.

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

ARTICLE I
Appointment and Representation by Council

As of Effective Date, City herein appoints and City Manager herein accepts appointment as "City Manager." Upon majority vote of a quorum present at a meeting (Majority Vote), Council shall represent City pursuant to 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 under 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 party to any agreement, written or oral, which would be breached by his performance of Agreement; and

(c) *Named as Defendant.* Except as previously disclosed in writing to Mayor: (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 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 Illinois Municipal Code (Code), but only if said powers and duties are not listed in or inconsistent with subparagraphs (b) and (c) above;

(e) abide by all rules, regulation, policies and procedures 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 this subparagraph (f).

2.3 Place of Residence. On or before March 23, 2016 City Manager will establish his residence in and will permanently reside within City's corporate limits.

2.4 Oath and Bond. City Manager will take and subscribe the oath required by the Illinois Constitution and will provide a bond, with surety, as required by §5-3-9 of the Code. City Manager shall maintain the bond during the term of Agreement.

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 on weekends, evenings, and other irregular hours at locations, including City's administrative offices, as well as elsewhere, both during regular business hours and at hours beyond regular business hours. Work during irregular hours and at other locations is of equal importance and included in normal, daily duties and responsibilities. Since City Manager will perform work at hours beyond regular business hours, in order to provide him with a reasonable limitation to total number of 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 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. If City Manager disagrees with physician designated by City (City's Medical Arbitrator), then within 10 days of the designation of City's Medical Arbitrator, City Manager shall notify Mayor of such disagreement and City Manager shall designate a physician (City Manager's Medical Arbitrator). Within 10 days after such designation, City's Medical Arbitrator and City Manager's Medical Arbitrator shall jointly select a third physician to determine City Manager's physical and mental fitness pursuant to Section 5.4 and City Manager shall submit to such examination(s) at a reasonable time or times. Failure to submit to such examination(s) is cause for suspension or immediate termination *for cause*.

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.

3.2 **Benefits.** City 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, at its expense, provide or arrange for a City credit card with a \$7,500 limit to pay work expenses, a cell phone, iPad, laptop computer, and other necessary equipment.

3.4 **Work Review.** 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.**

(a) **Initial Term.** City Manager's employment with City shall continue for 3 years through March 23, 2018 (Initial Term), unless earlier terminated in accordance with Article V.

(b) **Subsequent Term(s).** At least 90 days prior to the expiration of Initial Term or any Subsequent Term (hereafter defined), City Manager's employment may be extended

by Majority Vote of Council for subsequent 2 year terms (each 2 year term being a "Subsequent Term") on such further terms and conditions mutually agreeable to Council and City Manager.

(c) Any failure not to extend will be: (i) without liability to City; and (ii) not a breach of Agreement.

(d) Upon City Manager's completion of Initial Term and one Subsequent Term, failure of the Agreement to be extended by Council shall entitle City Manager to severance as provided in A.2 of attached Compensation and Benefit Policy.

ARTICLE V Termination and Suspension of Employment

5.1 City For Cause. Council may terminate 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, sufficient evidence has been provided thereof, and Council has determined such violations to be material and intentional; or

(b) if City Manager intentionally fails to perform or is grossly negligent in performance of his work, or refuses to abide by or comply with reasonable directives of Council; or

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

(d) if City Manager is convicted (to include entry of a plea of guilty or *non contendere*) by a court of competent jurisdiction of commission of a criminal act which adversely affects City's reputation; or

(e) if City Manager commits an act that is willfully dishonest or fraudulent in performance of his work, sufficient evidence has been provided thereof, and Council has determined the consequence to be adverse to City; or

(f) if upon Council's request City Manager fails to submit to the physical, medical or toxicological examination(s) required in Section 2.7; 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 prescription) which in the reasonable judgment of Council, renders City Manager unable to perform his work.

If Council is considering terminating employment on the basis of subparagraphs (a), (b) or (c) above, Council must specify the violation or failure in a notice to City Manager prior to terminating employment under this Section 5.1 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.** Upon Majority Vote of Council employment may be terminated *without cause* by the delivery of at least a 60 day advance notice specifying the date of termination.

5.3 **City Manager's Termination.** City Manager may terminate employment:

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

(b) *without cause* entitling City Manager to severance as provided in A.2 of attached Compensation and Benefit Policy by the delivery of at least a 60 day advance notice specifying the date of termination.

If City Manager is considering terminating employment on the basis of subparagraph (a) above he must specify the failure in a notice delivered by him prior to terminating under this Section 5.3, and he must then allow City at least a 30 day period 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 physical or mental condition (sickness or injury) as determined by Majority Vote of Council.

5.5 **Death.** Employment will terminate as of the end of the month in which City Manager's death occurs.

5.6 **Mutual Agreement.** Employment may be jointly terminated by City and City Manager on mutually agreeable terms.

5.7 **Suspension.** If Council by Majority Vote votes in lieu of termination pursuant to Section 5.1, City may temporarily suspend City Manager with full pay and benefits, if City Manager has been given notice stating the reasons for such suspension 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 and the equipment furnished by City, including, but not limited to, credit card, cell phone, iPad and laptop computer.

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 it) including, without limitation, personnel data, trade secrets, ideas or concepts for existing or proposed operations, City's technical processes, 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 it (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 all files, letters, memoranda, reports, records, spreadsheets, data, sketches, drawings, program listings or other written, photographic, or other tangible material containing Confidential Information, whether created by City Manager or others, which shall come into his possession, are 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 governmental authorities to be disclosed or otherwise becomes part of the public domain by means other than City Manager's non-observance of his obligations hereunder; but if disclosure is required by law, City Manager will give City prompt notice upon his knowledge of such requirement to allow City to file a request for a protective order or for such other relief as City deems appropriate.

6.2 **No Interest or 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 which rights and remedies shall be independent of the other(s) and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to City under law or in equity. City Manager recognizes and agrees violation or breach of the duties and obligations described herein may not be reasonably or adequately compensated in damages and that, in addition to any other relief to which City may be entitled by reason of such violation (actual or threatened), 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 **Interests in Contracts.** City Manager acknowledges he has received a copy of and shall comply with §3.1-55-10 Interests 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.

ARTICLE VIII
Survival of Obligations

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 will 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.

If to City Manager:	Mr. Timothy A. Gleason 804 Hillcrest Avenue Washington, IL 61571
If to Mayor:	The City of Decatur Attn: Mayor 1 Gary K. Anderson Plaza Decatur, IL 62523
If to City:	The City of Decatur Attn: City Clerk 1 Gary K. Anderson Plaza Decatur, IL 62523

9.3 **Costs.** Prevailing party in any action or dispute arising from the terms of Agreement, or from enforcement of any of the provisions of Agreement or from City Manager's employment, will be entitled to recover all costs of such action or dispute, including reasonable attorneys' fees.

9.4 **Binding Effect.** 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 with any provision of 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.** Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding 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 a writing 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 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.

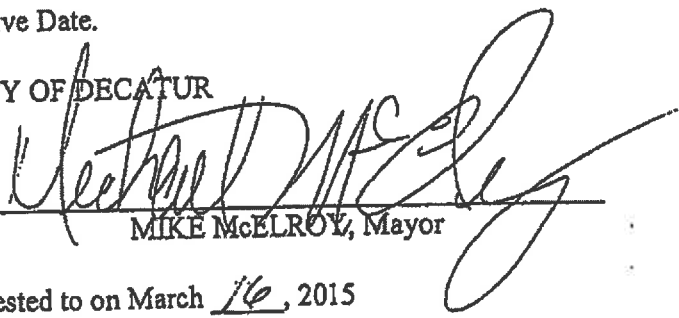
9.11 **Assignments and Successors.** Parties are barred from assigning or delegating the rights and/or duties set forth herein, and any attempted assignment or delegation will be null and void.

9.12 **Entire Agreement.** Agreement will constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the Effective Date, including the "Decatur City Manager Offer Sheet" accepted by City Manager on February 25, 2015, 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 March 16, 2015 to be effective on the Effective Date.

CITY OF DECATUR

By: 

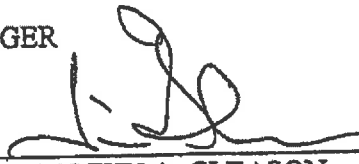
MIKE McELROY, Mayor

Attested to on March 16, 2015

[SEAL]


LINDA M. SWARTZ, City Clerk

CITY MANAGER


TIMOTHY A. GLEASON

Attachments:

Compensation and Benefit Policy

Exhibit A City Manager Roles and Responsibilities
Exhibit B City Manager - City Manager's Office

CITY OF DECATUR

EMPLOYMENT AGREEMENT OF CITY MANAGER

Compensation and Benefit Policy Effective March 23, 2015

The following is City's Compensation and Benefit Policy (Policy) for City Manager and is incorporated into the preceding Employment Agreement of City Manager effective March 23, 2015 (Agreement). Capitalized terms used herein shall have same meaning as Agreement.

A. Compensation.

1. *Salary.* City Manager shall receive a salary at an annual rate of One Hundred Fifty-five Thousand Dollars (\$155,000) for period commencing March 23, 2015; 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* as provided in Section 5.2 or not extended for an additional Subsequent Term after City Manager's completion of Initial Term and one Subsequent Term as provided in Section 4.1(d), City shall pay monthly severance to City Manager for 4 months 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.

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.

B. Benefits.

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

(a) immediately, 20 "duty days" as set forth in the Personnel Policies and Benefits for Non-Represented (Management) Personnel (Number F-101 effective November 25, 2014 Revision 30) as may be amended from time to time (Policy F-101); and

(b) after completion of 10 years of continuous service uninterrupted by resignation or termination, 25 duty days.

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. Except as previously provided, provisions of Policy F-101 shall apply. City Manager acknowledges receipt of Policy F-101.

2. *Group Health Insurance.* City Manager is eligible for group health insurance for employees and dependents in accordance with City's existing plan. However, City Manager elects to remain insured under his own health insurance plan with Pekin, Illinois (through his previous employment with the City of Pekin, Illinois) in lieu of receiving group health insurance offered by City. City Manager voluntarily waives City group health insurance coverage. City agrees to pay the cost of his monthly health insurance premiums to the City of Pekin, Illinois, health insurance plan, until such time as City determines, in its sole discretion, that due to the cost of monthly insurance premiums, it is more prudent for City Manager to be covered by City's group health insurance plan rather than the City of Pekin's health insurance plan. City Manager herein assumes the tax liability, if any, arising from the reimbursement.

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. *Other Benefits.* Except as provided in B.1 and as waived by City Manager in B.2, City Manager shall be entitled to all other benefits listed in Policy F-101.

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 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 but at the request of Council, and shall be considered as part of his work.

8. *Reimbursement of Moving Expenses.* City shall reimburse City Manager for reasonable moving expenses of his family's furniture, normal household goods and personal belongings to Decatur, Illinois. City Manager will obtain 2 moving cost estimates, provide the Mayor with copies of the estimates and provide Mayor with receipts for his moving expenses. City shall comply with the Internal Revenue Code and the rules and regulations thereunder with respect to reporting the reimbursement.

C. *Miscellaneous.*

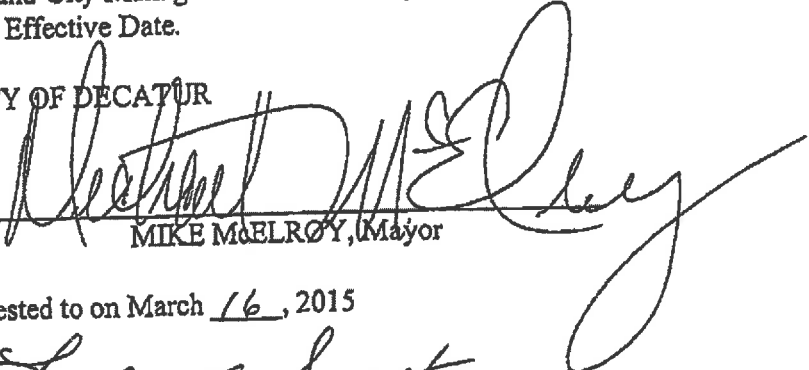
1. *Employment Status.* It is expressly acknowledged by City and City Manager that City Manager, in performance of work pursuant to Agreement, is an employee of City and exempt under state and federal wage and hour statutes. City shall deduct from compensation paid pursuant to this Policy, any sums for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

2. *Amendment.* City, by Majority Vote of Council, may amend the terms of Policy from time to time.

(The following page is the signature page.)

IN WITNESS WHEREOF, City and City Manager hereto have duly executed Policy on
March 16, 2015 to be effective on the Effective Date.

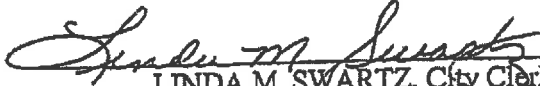
CITY OF DECATUR

By: 

MIKE McELROY, Mayor

Attested to on March 16, 2015

[SEAL]


LINDA M. SWARTZ, City Clerk

CITY MANAGER


TIMOTHY A. GLEASON

EXHIBIT A

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

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.²
- Enforcement Officer: enforce all laws and policies of the City Council.
- 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:

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 arrange for regular written updated reports, prepared quarterly, to the Council and staff on the status and progress of each of those top priorities.

- 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 the good news and the bad.
- Promote and carry out the communications policies of the City.
- Regular submission of 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 solutions.
- Organize staff resources for services and for recommendations to City Council.
- Use City resources wisely and efficiently.
- Be proactive in the role of City Manager, thinking "outside the box" about methods and resources.
- Serve as a conduit for communications between City Council and staff.
- Set the tone and 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 and statutes and the Decatur Code of Ordinances.

Study Session Agenda:

Insofar as possible, all items of a major or controversial nature shall be placed on a study session agenda prior to being placed on the City Council agenda. It shall be the responsibility of all Department Directors to consult with the City Manager before placing a questionable topic on the regular City Council agenda.

Study Session Schedule:

It shall be the responsibility of the City Manager's office to schedule in a timely manner Council study session discussions following a regular meeting, as agenda items warrant, or at the request of the Mayor and / or three (3) members of City Council. In the event a member of Council requests an item be scheduled for study session, that request will be made at the next regular meeting of said Council with the concurrence of two additional members. As needed, meetings scheduled for the last Monday of the month be reserved strictly for study session discussion.

EXHIBIT B.

0500

CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER
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 publics, 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 (Typical work examples, 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 interests of the City and its citizens;
 - E. Recommend personnel administration policies and procedures to the Council, including compensation, job performance, evaluation systems, salary administration procedures, and others;

EXAMPLES OF WORK (continued):

- F. Recommend to the Council, as appropriate, the adoption of such measures as he or she may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services;
 - G. Represent the City to all its publics (including individual citizens, religious, fraternal and/or other groups, the media, and others) as well as in public hearings or the legislative process;
3. Performs related work and other duties as assigned by the City Council.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- 1. Indepth knowledge of the principles and practices of local government administration.
- 2. Indepth 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 relation skills.
- 5. High energy level.
- 6. Ability to work effectively with lay councilmen, and reconcile differences of opinion.
- 7. A sense of humor.

DESIRED TRAINING AND EXPERIENCE:

Graduation from an approved college or university with major coursework in public administration. Masters degree in public administration preferred. Progressively responsible experience in local government administration, and in a variety of governmental functions (e.g., public safety, streets and sanitation, planning, community development) through attendance at conferences, workshops and seminars, publication, further academic coursework, and/or other vehicles.

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