

# City Council Agenda Cover Memorandum

---

Meeting Date: October 25, 2010

Item Title: City Managers Employment Agreement

Action Requested:

- Approval
- For discussion
- Feedback requested
- For your information

Staff Contact: Jim Hock

Phone Number: 847-318-5205

Email Address: jhock@parkridge.us

Background:

There were not enough votes to override the Mayor's veto of the City Manager's employment agreement so it is back on the agenda for review.

Recommendation:

Budget Implications:

Does Action Require an Expenditure of Funds:  Yes  No

If Yes, Total Cost: \$191,920

If Yes, is this a Budgeted Item:  Yes  No

Attachments:

- Mayor's proposed agreement
- 
- 
- 
- 
-

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2010, by and between the City of Park Ridge, an Illinois municipal corporation ("EMPLOYER" or "City Council"), and James Hock ("EMPLOYEE"), both parties agreeing, as follows:

**WHEREAS**, the EMPLOYER desires to employ the services of the EMPLOYEE as City Manager of the City of Park Ridge in accordance with the provisions of Sections 3-6-1 through 3-6-7, inclusive, of Chapter 6 of Article 3 of the Park Ridge City Code ("CITY MANAGER") and this Employment Agreement; and

**WHEREAS** the EMPLOYER agrees to enter into this Agreement with EMPLOYEE to establish the terms of the employment relationship; and

**WHEREAS**, the EMPLOYER, is an Illinois home rule municipal corporation which has the authority to enter into this Employment Agreement;

**NOW, THEREFORE, IN CONSIDERATION OF** the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **I. Employment**

The EMPLOYER and EMPLOYEE agree to the employment of the EMPLOYEE in the position of CITY MANAGER of the City of Park Ridge under the terms, conditions and provisions set forth in Sections 3-6-1 through 3-6-7, inclusive, of Chapter 6 of Article 3 of the Park Ridge City Code ("CITY MANAGER"). The EMPLOYEE is an "at will" employee of the CITY. The position of CITY MANAGER is an exempt position under the federal Fair Labor Standards Act. EMPLOYEE shall perform all duties of the City Manager as set forth in the Municipal Code of Park Ridge and perform such additional duties as are assigned to him from time to time by the City Council of the City.

### **II. Term**

This Agreement is to commence on \_\_\_\_\_, 2010, and will expire on April 30, 2011.

### **III. Compensation**

The EMPLOYEE'S total annual compensation package will be determined based on the three categories set forth below:

### Category 1. Baseline Salary

This amount will be the baseline for the EMPLOYEE'S total compensation package. This figure may be increased annually, but only as a result of the percentage increases from Category 3, Annual Performance Increase, below. This amount may not be increased by any of the other compensation categories. The EMPLOYEE'S starting salary effective August 16, 2010 will be One Hundred Sixty Five Thousand Dollars (\$165,000) ("Baseline Salary").

### Category 2. Deferred Compensation

The EMPLOYER will pay Eight Hundred Thirty-three Dollars and Thirty-four Cents (\$833.34) monthly for deferred compensation to ICMA-RC on the EMPLOYEE'S behalf ("Deferred Compensation").

### Category 3. Annual Performance Increase

The EMPLOYER shall conduct an annual written review of the EMPLOYEE'S performance as the City Manager. The EMPLOYEE shall submit an evaluation report to the City Council no later than the 31st day of March of each year. This report shall contain a self-evaluation form and set forth highlights of the EMPLOYEE'S previous year's performance. Any Annual Performance Increase granted in any year shall become a part of the EMPLOYEE'S Baseline Salary for purposes of the following year's Performance Review Program.

## **IV. Benefits.**

A. Loan for Residence. In addition to the above, the EMPLOYER has made an interest free loan to the EMPLOYEE of Three Hundred and Fifty Thousand Dollars (\$350,000.00) for the sole purpose of buying a home in the City. The EMPLOYER has agreed to forgive up to Five Thousand Dollars (\$5,000.00) per year of this loan up to a maximum of ten full years of employment (a maximum forgiveness of Fifty Thousand Dollars (\$50,000.00)). This loan is secured by the home and the EMPLOYEE has executed such documents and consented to such recording as the City Attorney has deemed advisable. This loan is amortized over thirty (30) years with installment payments made on the last day of each month that the loan is outstanding. The full balance on the loan shall be repaid upon the earlier to occur of the following: (1) within six (6) months of the date that the EMPLOYEE is no longer employed by the EMPLOYER; or (2) immediately upon the closing of the sale of the EMPLOYEE'S Park Ridge home after EMPLOYEE is no longer employed by the EMPLOYER.

B. Automobile and Miscellaneous Equipment. EMPLOYEE will have use of an unmarked City vehicle for which the EMPLOYER will supply insurance, gasoline and necessary maintenance. With respect to personal use, only the EMPLOYEE and the EMPLOYEE'S spouse shall be permitted to use this vehicle. If the EMPLOYEE'S City automobile is driven beyond a 100 mile radius of the City for non-City business, the EMPLOYEE shall supply the gasoline for such trips.

The EMPLOYER may also supply EMPLOYEE with such other equipment for City business as it deems necessary. Any such equipment, including but not limited to the automobile shall remain City property to be returned when EMPLOYEE leaves the City's employ.

C. Other Benefits. EMPLOYEE will be entitled to such benefits as are extended to all full time employees with the following enhancements:

1. EMPLOYEE shall be entitled to twenty-two (22) business days of vacation per year, plus one (1) additional day for each twelve (12) months of employment by the Employer, up to a maximum of twenty-five (25) days.
2. EMPLOYEE will use reasonable discretion and EMPLOYER will pay for dues and expenses for participation in and attendance at professional activities and organizations including, but not necessarily limited to, the International City/County Manager's Association and the Illinois City Management Association, as well as Park Ridge civic events during which EMPLOYEE represents Park Ridge as its City Manager.
3. It is expected that EMPLOYEE will attend the annual ICMA Conference and the ILCMA Conference or other similar professional conferences. Attendance is subject to the Mayor's reasonable discretion and prior notification to the Mayor. EMPLOYEE may not use more than six (6) business days per year for such conferences. The Mayor may approve more than six (6) days annually upon written notice given three (3) months before the date upon which the six (6) day per year limit is to be exceeded.

#### **V. Outside Activities**

EMPLOYEE shall devote full time attention to his duties as City Manager. However, EMPLOYEE may, in the sole discretion of the City Council, be permitted to engage in teaching and/or pro bono work. This is subject to full compliance with the established City procedures for secondary employment and prior written approval of the City Council.

#### **VI. Voluntary Termination**

In the event that the EMPLOYEE desires to terminate this Agreement, he shall deliver a written notice of termination to the EMPLOYER not less than thirty (30) days prior to the effective date of the termination. In the event of voluntary termination, EMPLOYEE shall not be entitled to any of the severance provisions set forth in Section VII below. Upon receipt by the EMPLOYER of the notice of termination, the EMPLOYER may, in its discretion, at any time thereafter, terminate EMPLOYEE'S employment without any liability except to continue to pay the EMPLOYEE'S salary for the lesser of thirty days or the number of days prior to the EMPLOYEE'S stated termination date.

**VII. Involuntary Termination and Severance**

For purposes of this Section, "Involuntary Termination" shall mean any termination for any reason other than voluntary termination under Section VI, retirement, medical disability or termination for cause. For purposes of the Agreement, "termination for cause" shall occur upon a majority vote of the City Council that one of the following conditions has been met: (1) EMPLOYEE has breached of this Agreement; (2) EMPLOYEE has failed to perform the duties as set forth in the City Code; (3) EMPLOYEE has willfully engaged in conduct exceeding his authority as set forth in the City Code, the City Practices, Procedures and Policies Manual and Employee Manual resulting in material detriment to the City; (4) EMPLOYEE has pled or been adjudged guilty of a felony or a misdemeanor involving dishonesty or moral turpitude; or (5) EMPLOYEE has engaged in acts of dishonesty or moral turpitude in the course of his employment.

If EMPLOYEE is involuntarily terminated, EMPLOYEE shall receive the applicable Severance payment as regular monthly payroll checks for six (6) months following his termination, beginning with the first day of the next full month.

**VIII. Changes**

Any changes to this Employment Agreement shall be in a writing signed by both parties and nothing contained in this Agreement shall prevent EMPLOYEE and EMPLOYER from mutually agreeing to such changes.

This Agreement shall become effective on the date executed by both Parties.

David Schmidt, Mayor, City of Park Ridge  
(For the City of Park Ridge and not personally)

Date

\_\_\_\_\_  
David Schmidt

\_\_\_\_\_

I have read and accept the terms of my employment. I have consulted my attorney regarding the above terms and conditions and I have been informed of my rights and obligations. I accept the terms and conditions of employment as contained within this Employment Agreement and agree to be bound by them.

\_\_\_\_\_  
James Hock

\_\_\_\_\_

Date