



CITY OF WASHINGTON, ILLINOIS
City Council Agenda Communication

- Meeting Date:** April 15, 2024
- Prepared By:** Jim Snider, City Administrator
- Agenda Item:** Resolution to approve an employment agreement with the City Finance Director, City Planning and Development Director, and the City Public Works Director.
- Explanation:** Following last week's COW discussion by council to consider employment agreements with each of these three department heads, a clear consensus was given to have these employment agreements on today's Council Meeting Agenda for consideration.
- Fiscal Impact:** If exercised, termination without cause would result in a one-time payment of five (5) months' salary based on each of the Department Heads then base salary.
- Action Requested:** I recommend the approval of the additional employment agreements as indicated above.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF WASHINGTON AND CITY FINANCE DIRECTOR JOANIE BAXTER,
CITY PLANNING & DEVELOPLMENT DIRECTOR JON OLIPHANT, AND
CITY PUBLIC WORKS DIRECTOR BRIAN RITTENHOUSE**

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 Joanie Baxter (Exhibit "A"), the City and Jon Oliphant ("Exhibit "B"), and the City and Brian Rittenhouse (Exhibit "C") and authorizes, empowers, and directs the Mayor and City Clerk to enter into and execute each said Employment Agreement in substantially the form of the document marked "Exhibit A", Exhibit "B" and Exhibit "C" 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 15th day of April 2024.

AYES _____

NAYS _____

Mayor

ATTEST:

City Clerk

Exhibit A

CITY FINANCE DIRECTOR EMPLOYMENT AGREEMENT

This City Finance Director Employment Agreement (“Agreement”) is made this 15th day of April, 2024, by and between the City of Washington, Tazewell County, Illinois (“City”) and Joanie Baxter (“Baxter”).

RECITALS

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

WHEREAS, Baxter 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 Baxter’s employment with the City:

- 1) **Period of Employment.** Baxter’s employment under this Agreement shall commence on May 1, 2024 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.** Baxter 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 Baxter 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 Baxter 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.** Baxter shall be compensated at an annual base salary rate of One Hundred Forty Thousand, Thirty-Seven Dollars (\$140,037.00), payable in bi-weekly installments. Baxter’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, Baxter 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.** Baxter 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 Baxter's employment at any time pursuant to the provisions of the City Code. It is understood and agreed that Baxter shall at all times be an employee at will and may be dismissed with or without cause.
- 8) **Termination by Baxter.** Baxter 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 Baxter's employment through the end of the notice period, in which case, Baxter 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 Baxter 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 Baxter a lump sum monetary severance equal to twenty (20) weeks of Baxter's salary at the time of termination. Baxter's entitlement to a monetary severance is conditioned on Baxter 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, Baxter's employment with the City and termination of Baxter's employment.
- 10) **Obligations After Termination of Employment.** In addition to those obligations set forth elsewhere in this Agreement and otherwise imposed by law, Baxter agrees that upon termination of her employment, she will pay the City, on demand, all monies

owed to the City by Baxter and will return all equipment, property and information belonging to the City. Also upon termination, the City will pay to Baxter 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 Baxter 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 Baxter and approved by the City Council.

12) **Effects.** This Agreement shall be binding upon the City and Baxter 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 Baxter'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 Baxter, nor shall any future agreements be binding unless in writing and executed by the Mayor and Baxter. Unless expressly stated otherwise in this Agreement, all benefits provided to Baxter 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 TAZEVELL COUNTY,
ILLINOIS**

JOANIE BAXTER

By _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
City Attorney

ATTACHMENT A

Summary of Benefits — Department Directors/Managers 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 — 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 4*; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day.

Life Insurance (Employer Paid) — A \$75,000 term life insurance policy is provided for each Department Director and \$100,000 for the City Administrator. The excess over \$100,000 is considered a taxable benefit. Managers receive a \$20,000 term life insurance policy.

NCPERS Life Insurance (Employee Paid: Voluntary) — Optional supplemental life insurance plan — open enrollment offered annually; current premium \$16 per month.

Health Insurance (Medical/Dental) (Employee Paid Premiums) — \$220.00 monthly premium for family/dependent coverage, \$106.00 for individual coverage — See Health Benefit Plan Booklet for a description of benefits and coverages. Wellness/tobacco free premium incentive available up to \$50.00 for family coverage and \$25.00 for individual coverage.

Vision Insurance — voluntary vision insurance is offered through VSP. Premiums are withheld the first two pay periods of the month as follows: employee only \$3.53; employee plus one \$5.65; employee plus children \$5.77; employee plus family \$9.31.

Prescription Drug Card (Employee Paid Deductibles) — \$5.00 co-pay for generic prescriptions; \$15 co-pay for prescription for brand — formulary; \$30.00 for brand — non-formulary. Mail order for maintenance drugs also available. Must use Walgreens or mail order for maintenance drugs.

Retirement Fund (Employee mandatory contributions) — For non-Police — participation in Illinois Municipal Retirement Fund 4.5% contribution of gross pay and for Police — participation in the Police Pension Fund 9.91% contribution of gross pay. Employee contributions are tax-deferred. Upon retirement, distributions are taxed. Employer makes separate contribution based on IMRF calculated rate or Police Pension tax levy amount.

ICMA/VALIC Retirement (Employee voluntary contributions) — Optional Sec. 457 deferred compensation plans.

ICMA Retiree Health Savings Plan — (Employer paid) — For those not eligible for Retiree Health Insurance, employer funded retiree health savings plan at the rate of 1.75% of base salary.

Unreimbursed Medical (Employee voluntary contributions) — Pre-tax contributions to a maximum of \$2,750 per year for out-of-pocket medical expenses.

Dependent Care (Employee voluntary contributions) — Pre-tax contributions to a maximum of \$5,000 per year (as set by IRS) for dependent care expenses.

Longevity Schedule Full-time employees shall earn longevity pay which is added to base pay in accordance to the schedule outlined under Appendix 1 of the City's Employee Handbook.

Retiree Health Insurance Benefit The City provides eligible retirees with the same medical/dental insurance coverage and benefits as are provided to all other full-time employees. Those eligible must have an original date of hire of on or before August 1, 1998, and be at least fifty-five (55) years of age at retirement. This benefit ceases at such time as the retiree reaches city-five years of age or becomes eligible for Medicare.

Exhibit B

CITY PLANNING & DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT

This City Planning & Development Director Employment Agreement (“Agreement”) is made this 15th day of April, 2024, by and between the City of Washington, Tazewell County, Illinois (“City”) and Jon Oliphant (“Oliphant”).

RECITALS

WHEREAS, the City wishes to employ Oliphant under an Employment Agreement as City Planning & Development Director; and

WHEREAS, Oliphant 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 Oliphant’s employment with the City:

- 1) **Period of Employment.** Oliphant’s employment under this Agreement shall commence on May 1, 2024 and continue for an indefinite period until terminated pursuant to the provisions of Paragraphs 7,8 or 9 of this Agreement.
- 2) **City Planning & Development Director Duties.** Oliphant shall perform the duties of City Planning & Development 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 Oliphant by the City Administrator.
- 3) **Hours of Work.** The parties realize that the position of City Planning & Development Director requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Oliphant shall work whatever hours may be necessary in order for him to fulfill the requirements of the position of City Planning & Development Director, but in any event not less than forty (40) hours per week, unless approved by the City Administrator.
- 4) **Salary.** Oliphant shall be compensated at an annual base salary rate of One Hundred Eleven Thousand, Eight Hundred and Twenty-five Dollars (\$111,825.00), payable in bi-weekly installments. Oliphant’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, Oliphant 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.** Oliphant 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 Oliphant's employment at any time pursuant to the provisions of the City Code. It is understood and agreed that Oliphant shall at all times be an employee at will and may be dismissed with or without cause.
- 8) **Termination by Oliphant.** Oliphant may terminate this Agreement and his 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 Oliphant's employment through the end of the notice period, in which case, Oliphant 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 Oliphant 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 Oliphant a lump sum monetary severance equal to twenty (20) weeks of Oliphant's salary at the time termination. Oliphant's entitlement to a monetary severance is conditioned on Oliphant 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, Oliphant's employment with the City and termination of Oliphant's employment.
- 10) **Obligations After Termination of Employment.** In addition to those obligations set forth elsewhere in this Agreement and otherwise imposed by law, Oliphant agrees that upon termination of his employment, he will pay the City, on demand, all monies

owed to the City by Oliphant and will return all equipment, property and information belonging to the City. Also upon termination, the City will pay to Oliphant 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 Oliphant 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 Oliphant and approved by the City Council.

12) **Effects.** This Agreement shall be binding upon the City and Oliphant 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 Oliphant'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 Oliphant, nor shall any future agreements be binding unless in writing and executed by the Mayor and Oliphant. Unless expressly stated otherwise in this Agreement, all benefits provided to Oliphant under this Agreement shall cease upon the termination of his employment as City Planning & Development Director.

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

**CITY OF WASHINGTON TAZEWELL COUNTY,
ILLINOIS**

JON OLIPHANT

By _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
City Attorney

ATTACHMENT A

Summary of Benefits — Department Directors/Managers 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 — 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 4*; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day.

Life Insurance (Employer Paid) — A \$75,000 term life insurance policy is provided for each Department Director and \$100,000 for the City Administrator. The excess over \$100,000 is considered a taxable benefit. Managers receive a \$20,000 term life insurance policy.

NCPERS Life Insurance (Employee Paid: Voluntary) — Optional supplemental life insurance plan — open enrollment offered annually; current premium \$16 per month.

Health Insurance (Medical/Dental) (Employee Paid Premiums) — \$220.00 monthly premium for family/dependent coverage, \$106.00 for individual coverage — See Health Benefit Plan Booklet for a description of benefits and coverages. Wellness/tobacco free premium incentive available up to \$50.00 for family coverage and \$25.00 for individual coverage.

Vision Insurance — voluntary vision insurance is offered through VSP. Premiums are withheld the first two pay periods of the month as follows: employee only \$3.53; employee plus one \$5.65; employee plus children \$5.77; employee plus family \$9.31.

Prescription Drug Card (Employee Paid Deductibles) — \$5.00 co-pay for generic prescriptions; \$15 co-pay for prescription for brand — formulary; \$30.00 for brand — non-formulary. Mail order for maintenance drugs also available. Must use Walgreens or mail order for maintenance drugs.

Retirement Fund (Employee mandatory contributions) — For non-Police — participation in Illinois Municipal Retirement Fund 4.5% contribution of gross pay and for Police — participation in the Police Pension Fund 9.91% contribution of gross pay. Employee contributions are tax-deferred. Upon retirement, distributions are taxed. Employer makes separate contribution based on IMRF calculated rate or Police Pension tax levy amount.

ICMA/VALIC Retirement (Employee voluntary contributions) — Optional Sec. 457 deferred compensation plans.

ICMA Retiree Health Savings Plan — (Employer paid) — For those not eligible for Retiree Health Insurance, employer funded retiree health savings plan at the rate of 1.75% of base salary.

Unreimbursed Medical (Employee voluntary contributions) — Pre-tax contributions to a maximum of \$2,750 per year for out-of-pocket medical expenses.

Dependent Care (Employee voluntary contributions) — Pre-tax contributions to a maximum of \$5,000 per year (as set by IRS) for dependent care expenses.

Longevity Schedule Full-time employees shall earn longevity pay which is added to base pay in accordance to the schedule outlined under Appendix 1 of the City's Employee Handbook.

Exhibit C

CITY PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT

This City Public Works Director Employment Agreement (“Agreement”) is made this 15th day of April, 2024, by and between the City of Washington, Tazewell County, Illinois (“City”) and Brian Rittenhouse (“Rittenhouse”).

RECITALS

WHEREAS, the City wishes to employ Rittenhouse under an Employment Agreement as City Public Works Director; and

WHEREAS, Rittenhouse 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 Rittenhouse’s employment with the City:

- 1) **Period of Employment.** Rittenhouse’s employment under this Agreement shall commence on May 1, 2024, and continue for an indefinite period until terminated pursuant to the provisions of Paragraphs 7,8 or 9 of this Agreement.
- 2) **City Public Works Director Duties.** Rittenhouse shall perform the duties of City Public Works 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 Rittenhouse by the City Administrator.
- 3) **Hours of Work.** The parties realize that the position of City Public Works Director requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Rittenhouse shall work whatever hours may be necessary in order for him to fulfill the requirements of the position of City Public Works Director, but in any event not less than forty (40) hours per week, unless approved by the City Administrator.
- 4) **Salary.** Rittenhouse shall be compensated at an annual base salary rate of One Hundred Fourteen Thousand, One Hundred and Eighty-five Dollars (\$114,185.00), payable in bi-weekly installments. Rittenhouse’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, Rittenhouse 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.** Rittenhouse 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 Rittenhouse's employment at any time pursuant to the provisions of the City Code. It is understood and agreed that Rittenhouse shall at all times be an employee at will and may be dismissed with or without cause.
- 8) **Termination by Rittenhouse.** Rittenhouse may terminate this Agreement and his 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 Rittenhouse's employment through the end of the notice period, in which case, Rittenhouse 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 Rittenhouse 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 Rittenhouse a lump sum monetary severance equal to twenty (20) weeks of Rittenhouse's salary at the time termination. Rittenhouse's entitlement to a monetary severance is conditioned on Rittenhouse 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, Rittenhouse's employment with the City and termination of Rittenhouse's employment.
- 10) **Obligations After Termination of Employment.** In addition to those obligations set forth elsewhere in this Agreement and otherwise imposed by law, Rittenhouse agrees that upon termination of his employment, he will pay the City, on demand, all

monies owed to the City by Rittenhouse and will return all equipment, property and information belonging to the City. Also, upon termination, the City will pay to Rittenhouse 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 Rittenhouse 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 Rittenhouse and approved by the City Council.
- 12) **Effects.** This Agreement shall be binding upon the City and Rittenhouse 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 Rittenhouse's employment must be filed in the Circuit Court of Tazewell County, Illinois.
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- 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 Rittenhouse, nor shall any future agreements be binding unless in writing and executed by the Mayor and Rittenhouse. Unless expressly stated otherwise in this Agreement, all benefits provided to Rittenhouse under this Agreement shall cease upon the termination of his employment as City Public Works Director.

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

**CITY OF WASHINGTON TAZEWELL COUNTY,
ILLINOIS**

BRIAN RITTENHOUSE

By _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM: _____
City Attorney

ATTACHMENT A

Summary of Benefits — Department Directors/Managers 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.

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