

6/23/2009
6/10/2009

53-R-09

A RESOLUTION:

**Authorizing the Mayor to Enter into
An Employment Contract For
A City Manager**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the Mayor is hereby authorized to enter into an
Employment Contract, for a City Manager marked as Exhibit A.

SECTION 2: That this Resolution shall be in full force and effect
from and after its passage and approval in the manner provided by law.



Elizabeth B. Tisdahl, Mayor

Attest:



Rodney Greene, City Clerk

Adopted: June 22, 2009

EXHIBIT A

Employment Contract

EMPLOYMENT AGREEMENT

WHEREAS, the City of Evanston ("City") desires to employ Walter J. Bobkiewicz, III, as City Manager, under the terms and conditions hereinafter set forth; and

WHEREAS, Walter J. Bobkiewicz, III ("Bobkiewicz") is willing to assume the position of City Manager of the City of Evanston under the terms and conditions as herein set forth; and

WHEREAS, the City and Bobkiewicz have determined that the employment of Bobkiewicz as City Manager is in the best interests of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. In accordance with Evanston City Code ("ECC") § 1-8-1, the City of Evanston employs Bobkiewicz in the position of City Manager at the initial annual salary of One Hundred Eighty Five Thousand Dollars (\$185,000) per year. This amount may be adjusted as provided below. Unless otherwise provided in this Agreement, or by other City action, Bobkiewicz will devote his full time and energies to perform the functions and duties specified by statute and relevant City ordinances and resolutions of City Manager, and to perform such other legally permissible and proper duties and functions as City may from time to time assign. The City will not intervene with the execution of the City Manager's powers and duties as provided by the ECC (including, without limitation, ECC §§ 1-8-1, *et seq.*) or other applicable law. Bobkiewicz is expected to conform to the ICMA Code of Ethics and must comply with Title 1, Chapter 8 of the ECC.

2. This Agreement becomes effective on June 22, 2009. Bobkiewicz's employment as City Manager shall commence on August 3, 2009. In accordance with ECC § 1-8-1, unless terminated, the term of this Agreement is indefinite.

3. The City Council shall conduct an annual evaluation of Bobkiewicz's performance in writing on March 1 in conjunction with Merit Review/COLA per the Executive Benefits policy. The City Council may choose to contract with an outside consultant to perform the first annual evaluation which will include interviewing the Mayor and each member of the City Council regarding the City Manager's performance and preparing a report for the entire City Council to use in evaluating the City Manager. Any adjustment in salary shall be made following such evaluation and shall become effective on his most recent anniversary date or such other date hereinafter as the City may specify. The evaluation shall be in accordance with specific criteria developed jointly by the City and Bobkiewicz. Said criteria may be added to or deleted from as the City may from time to time determine in consultation with Bobkiewicz.

4. Bobkiewicz shall participate in the Illinois Municipal Retirement Fund in accordance with applicable law. Bobkiewicz shall contribute such portion of his salary as required by applicable law, and the City shall contribute on Bobkiewicz's behalf in accordance with applicable law.

5. In addition to the salary hereinabove provided, the City shall pay on Bobkiewicz's behalf an annual deferred compensation in the amount of Ten Thousand Dollars (\$10,000) to a qualified tax deferred plan.

6. The City shall pay Bobkiewicz a car allowance in the amount of Five Hundred Dollars (\$500) per month to compensate him for the use of his personal vehicle for City business. In addition, the City will reimburse Bobkiewicz at current

IRS rates for utilization of his private vehicle for City business outside the six county Chicago metropolitan area. Bobkiewicz shall provide the City, on an ongoing basis, with evidence that he has in force and effect a reasonable policy of liability insurance covering his operation of his personal vehicle while on City business.

7. The City shall provide health and dental insurance for Bobkiewicz and his spouse and eligible dependents in accordance with the plan offered to other full-time executive staff employees of the City. Bobkiewicz will pay the applicable monthly contribution for such health and dental coverage. The City shall pay for term life insurance insuring Bobkiewicz's life, with a beneficiary to be named by Bobkiewicz, in an amount equal to Bobkiewicz's annual salary.

8. Sick leave shall be accrued at the rate of one-half day per month for the first six months of employment, and one day per month thereafter, all in accordance with the sick leave program offered to executive staff members set forth in the appendix to this Agreement. In addition, the City shall provide Bobkiewicz with 12 days sick leave on the first day of his employment.

9. Bobkiewicz shall be entitled to annual vacation in the amount of four (4) weeks in addition to four (4) floating holidays. Additional vacation shall be awarded in accordance with the Executive Staff Benefits policy. In addition, the City shall provide Bobkiewicz with one week's vacation on the first day of his employment.

10. If the City adopts the Retirement Health Savings Plan (R.H.S.P.) as an additional benefit for the Chief of Police or any other department director, Bobkiewicz shall be entitled to participate in the Plan in accordance with the terms and conditions thereof.

11. Bobkiewicz shall establish a residence in Evanston by August 31, 2009 and shall maintain a residence in Evanston throughout the duration of his employment as

City Manager. The City shall pay reasonable moving expenses from Bobkiewicz's current residence to the new residence in Evanston. Bobkiewicz will secure two estimates for moving expenses and will utilize the lowest estimate. The estimates will be made available to the City. In addition, the City will reimburse Bobkiewicz up to \$750 for a relocation trip of primary automobile from California to Illinois. The City will also provide Bobkiewicz with two paid trips to Evanston prior to his date of employment. One trip will be to attend the June 22 council meeting and one additional trip. The City will reimburse expenses for one trip for Bobkiewicz's spouse.

12. The City shall provide an interest-free loan available to Bobkiewicz in the amount of up to \$200,000 toward the purchase of his new residence in Evanston. The terms of the loan shall be zero (0) interest for as long as Bobkiewicz is the City Manager. The City shall have a lien on the property subordinate to the first mortgage, and Bobkiewicz shall execute such documents as may be necessary to create this lien. The loan shall be repaid at the earlier of the following two dates: (1) one (1) year after the date of termination of his employment as City Manager; or (2) the date of the closing of the sale of the property.. For the period between the date of termination of Bobkiewicz's employment and the date of repayment, Bobkiewicz shall pay the City four percent (4%) interest on the outstanding loan balance. Bobkiewicz shall pay federal and state income taxes annually on the imputed interest on the loan in accordance with IRS and Illinois Department of Revenue regulations.

13. If Bobkiewicz's employment is terminated by action of the City, Bobkiewicz shall receive a lump sum of cash payment in the amount of nine (9)

months of base salary. In addition, the City will continue all of Bobkiewicz's health benefits, including dependents, for a period of nine (9) months following termination. If Bobkiewicz leaves voluntarily, he will be entitled to compensation for accrued and unused vacation days, floating holidays, and sick days (up to 35 days), but he shall not receive any severance pay. Severance shall not be paid if it is determined by the City Council that termination is required by reason of the willful breach or habitual neglect of the duties that Bobkiewicz is required to perform under the terms of this Agreement; conviction of any felony; conviction of any crime involving moral turpitude. In the event Bobkiewicz voluntarily resigns, he shall provide the City with 60 days notice in advance unless all parties otherwise agree. In said event, the City shall not be required to pay described severance benefit but shall pay accrued vacation and sick leave per Executive Benefits policy.

14. The City shall pay reasonable annual dues to professional organizations such as (but not limited to) ICMA, ILCMA, and local chapter meetings of any such organization, as determined by Bobkiewicz. The City shall pay expenses for professional development and related travel expenses for one national one state conference as well as expenses for local professional development opportunities. The City shall pay dues and meals for membership in local Rotary Club. All other expenses of membership to be borne by Bobkiewicz. Bobkiewicz will secure most favorable rate for Rotary membership. In addition, Bobkiewicz may attend an annual spring meeting of the International Committee of ICMA on City time for a duration not to exceed three work days. All other expenses for this activity will be borne by Bobkiewicz.

15. In March 2010, City Council will review with Bobkiewicz any outside part-time teaching opportunities Bobkiewicz may wish to pursue in the following year

provided such opportunities do not interfere with job performance or present a conflict of interest.

16. Beyond that required under Federal, State or Local law, the City shall defend, save harmless and indemnify Bobkiewicz against any tort, professional liability claim or demand or other legal actions, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Bobkiewicz's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the loss resulted from Bobkiewicz's willful acts, gross negligence, or criminal acts. Bobkiewicz may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Bobkiewicz, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Bobkiewicz against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by Bobkiewicz in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available. The Parties agree that this Section will survive the termination of this Agreement and Bobkiewicz's employment. The City's obligations under this Section apply whether Bobkiewicz is or is not employed by the City at the time any such claim, demand, action, loss or

charge is made or occurs, as the case may be so long as the action giving rise to the claim occurred during the time Bobkiewicz was employed by the City.

17. The City shall bear the cost of any fidelity or other bonds required of Bobkiewicz under any law or ordinance.

18. Notice pursuant to this Agreement shall be given by depositing said notice in the custody of the United States Postal Services, postage prepaid, certified mail return receipt requested, addressed as follows:

1. City of Evanston
Attn: Mayor
2100 Ridge Avenue
Evanston, IL 60201

2. Walter J. Bobkiewicz, III

2100 Ridge Avenue
Evanston, IL 60201

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

19. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expunge net or judicial modification of the invalid provision.

20. This Agreement may be changed or amended by the mutual written consent of the City and Bobkiewicz. Any benefits to Bobkiewicz under this Agreement may be increased or added to by motion of the City Council without formal amendment to the Agreement.

21. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by the City and Bobkiewicz.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals

this 30th day of June, 2009.

WALTER J. BOBKIEWICZ, III

Walter J. Bobkiewicz III

CITY OF EVANSTON

By: Elizabeth Tisdahl
Mayor Elizabeth Tisdahl

ATTEST:

[Signature]
City Clerk

APPENDIX

Sick Leave Program:

1. Accrual: ½ day/month for six months, 1 day/month thereafter
Maximum accrual of 275 days
2. Annual payout: An employee with 45 days of sick leave accrued as of January 1 in a calendar year is eligible in December of that calendar year for payment, contribution to deferred compensation plan, or no payout for up to five days, based on usage during that calendar year. (E.g., no days used, eligible for 5 days payment, 1 day used, eligible for 4 days payment, etc.)
3. Terminating payout: An employee who resigns or retires in good standing with five years of service or more is eligible to receive 75% of accrued sick leave days over 20, to a maximum payment of 35 days.
4. Pension service credit: IMRF participants who are retiring may utilize unpaid, unused sick leave for additional service credit.

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