

**SPECIAL CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY NOVEMBER 25, 2024
6:00 P.M.
AGENDA**

PRELIMINARY MATTERS

1. Call to order
2. Roll call
3. Pledge of allegiance to the flag
4. Proclamations/presentations/recognitions
5. Public Comment –

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Resolution 2024-121 Resolution Authorizing Execution of an Employment Agreement with City Manager.

EXECUTIVE SESSION

OTHER ITEMS

1. City manager report
2. Non-agenda items and other business

ADJOURNMENT

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

PUBLIC COMMENT: This section is intended for public statement and is not a period of time for debate. Each speaker is limited to a maximum of 5 minutes per Ordinance 943 passed 10/6/2014.

RESOLUTION NO 2024-121

**RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT
WITH CITY MANAGER**

WHEREAS, the City of Farmer City, Illinois has adopted the managerial form of government;

WHEREAS, the employment of a municipal manager is a matter pertaining to the local government and affairs of the City of Farmer City;

WHEREAS, the City of Farmer City has authority pursuant to the Illinois Municipal Code (65 ILCS 5/5-3-7 et. seq.) to appoint a municipal manager and enter into an employment agreement for a municipal manager;

WHEREAS, the Mayor has appointed Taylor M. Baxter to serve as Municipal Manager and entered into an Employment Agreement with him; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the citizens of Farmer City to enter into said Employment Agreement with Taylor M. Baxter;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS:

FIRST: that the mayor be authorized to execute for and on behalf of the City of Farmer City an Employment Agreement.
A copy of said Employment Agreement, marked Exhibit A, is attached hereto and incorporated herein by reference.

SECOND: that the city clerk be and she is hereby authorized and directed to attest to the signature of the mayor on said agreement and retain in the city clerk's office a fully executed original of said agreement for public inspection.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS 25th DAY OF November 2024.

AYES:

NAYS:

ABSTAIN:

ABSENT:

ATTEST:

Scott Testory, Mayor

Angie Wanserski, City Clerk



EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of November 2024 by and between the City of Farmer City, Illinois hereinafter called "Employer," and Taylor M. Baxter, hereinafter called "Employee," WITNESSETH:

WHEREAS, Employer desires to employ the services of the Employee, as City Manager of Farmer City, through appointment by the City Council as provided in the Illinois Compiled Statutes, and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement to remain in such employment and (2) to make possible full work productivity by assuring employee's morale and peace of mind with respect to future security and (3) to provide for a just means of terminating Employee's services at such time as he may be unable to fully discharge his duties due to disability or when Employer may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as City Manager of Farmer City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree, as follows:

Section 1: Duties

The duties of the City Manager are described in the City of Farmer City Code of Ordinances, Section 30.063, which is attached hereto as Exhibit A and incorporated herein by this reference.

Neither the City Council nor any of its members shall direct or request the appointment of any person to, or removal from, office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal of officers and employees, except where expressly provided for by the Code of Ordinances of the City of Farmer City, Illinois, or state law.

Section 2: Hours of Work

Employee will be an "exempt executive employee" as that term is defined by the Fair Labor Standards Act, exempt from hours of work recordkeeping and overtime compensation standards.

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours.

Section 3: Term

This agreement will run for a term coterminous with the current term of the Mayor (ending Spring 2027). It may be amended and extended by the Mayor and Council members that assume subsequent terms of office.

Except in the circumstances set forth in Section 4, the City Manager shall not be removed during the ninety (90) day period preceding or following any City Council election or during the ninety (90) day period following any change in Council membership (except for the term of the Mayor as this Agreement cannot, by law, extend beyond said term).

Section 4: Termination

If the Mayor and City Council terminate the employment of the City Manager from and after December 30, 2024, for any reason other than City Manager's "misconduct" as defined in the Government Severance Pay Act (5 ILCS 415/5) as amended, the City Manager shall be entitled to the lump sum payment of twenty (20) weeks of salary and any other benefits payable under the City's fringe benefit policy, including life, health, dental and disability insurance, at City's expense. The word "termination" shall include a resignation by the City Manager at the urging or suggestion of a majority of the corporate authorities of the City done either by formal action or informally through any form of communication with the City Manager. If at the time of termination, the City insurance plans do not allow for such continuation, the City agrees to pay the City Manager a lump sum cash payment equal to twenty weeks of full premium for any coverages (health, life, dental, disability) that are not continued.

In the event that this Agreement is not renewed or extended beyond the current term of the Mayor, then the City shall pay the City Manager a lump sum cash payment equal to twenty (20) weeks of aggregate compensation as severance pay and continue all health, dental, life, disability insurance and all other City provided benefits in full force and coverage, at City expense, for that same period of time. Provided however, the City shall not be obligated to pay the amount referred to in this paragraph in the event this Agreement is not renewed due to the City Manager's "misconduct" as defined in the Government Severance Pay Act (5 ILCS 415/5) as amended, or because the City Manager has accepted an offer of employment from another employer in excess of any offer from the City.

"Aggregate compensation" herein shall mean salary, automobile allowance and deferred compensation contribution.

Said continuation of group health insurance coverage shall be in addition to any protection afforded the City Manager by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all coverage extended under

the severance provisions herein expire.

Upon termination, whether voluntary or involuntary, the City shall compensate the City Manager for accumulated vacation leave (capped at 5 weeks), floating holidays or personal time, and sick leave (pursuant to city policy), at the City Manager's then current rate of pay.

Employee may resign at any time subject only to a requirement for thirty (30) days' written notice to the City Council.

Section 5: Salary

Effective December 30, 2024, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$105,000 per year.

Effective December 30, 2025, and on each December 30th thereafter, Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary commiserate with his yearly performance evaluation, if warranted.

Employer shall not, at any time during the term of her employment, reduce the salary of Employee, except in conjunction with a reduction across-the-board for employees of the Employer.

Section 6: Deferred Compensation

In addition to the Employee's base salary, Employer agrees to contribute an amount equal to 1% of the base salary into the City of Farmer City Deferred Compensation Plan with the ICMA Retirement Corporation Deferred Compensation Plan on Employee's behalf in equal proportionate amounts each pay period. Employee may contribute any amounts allowable by law, in her sole discretion, to this defined plan as well. These contributions are regarded as salary for computing the payroll deduction for the Illinois Municipal Retirement Fund (IMRF). They will be tax deferred for computing federal income tax.

Section 7: Retirement

The City will provide a defined retirement benefit for Employee with the IMRF. Employee will contribute a percentage of her annual salary by payroll deduction to IMRF. The City's contribution to IMRF will vary on an annual basis based upon an independent actuarial evaluation of the pension benefit obligation provided to all employees participating in IMRF.

Section 8: Insurance

Employee will receive medical, dental, income disability, life insurance and worker compensation benefits for him and his children, equal to benefits provided to other city employees. Employee will contribute the standard contribution for employee/children coverage.

Section 9: Vehicle

The Employee is required to be on call for twenty-four (24) hour service, so therefore, must have access to a vehicle for City business. In lieu of a city vehicle, Employee will be compensated for the use of his personal vehicle for City business at a rate of \$250 per month, including any and all travel within the region consisting of DeWitt County, Champaign County, Piatt County, McLean County, Macon County and Logan County. All travel outside of the region shall be reimbursed at a cents per mile rate equal to the IRS allowable rate then in effect. Employee will not be compensated for personal use outside of the day-to-day use of the vehicle or to/from his residence.

Section 10: Cell Phone

The City will reimburse Employee \$100 per month for the use of his personal smart phone to conduct City business. Employee is responsible for maintaining the smart phone in good working condition and may continue to use it for personal use as well.

Section 11: Vacation Leave

Employee shall accrue, and have credited to his personal account, two (2) weeks' vacation each year, accrued biweekly. Employee shall be credited with two (2) weeks' vacation each year, accrued biweekly upon his anniversary date, beginning December 30, 2025, and each year thereafter through the term of this contract.

Section 12: Other Employment Benefits

Employee will receive sick leave, holidays and personal leave equal to other city employees who have managerial responsibilities.

Section 13: Professional Development

The City will budget and pay for professional dues and subscriptions of Employee necessary for his continuation and full participation as a credentialed manager with ICMA as well as continuation and full participation in continuing education and conferences of the International City Manager's Association, Illinois City/County Manager's Association, Illinois Public Employer Labor Relations Association, and Illinois Municipal League. Employer recognizes there may be other professional organizations or events necessary and desirable for her continued professional growth and for the good of the Employer as approved by the City Council.

Employer hereby agrees to budget and pay for travel and subsistence expenses of Employee for a reasonable number of professional and official travel, conferences, and meetings necessary to adequately pursue professional development and official functions for Employer, subject to the City's Travel Reimbursement Policy.

The City recognizes that certain job-related expenses are incurred by the Employee and agrees to pay or reimburse such reasonable and necessary expenses as approved by the City Council.

Section 14: Performance Evaluation

The City Council will conduct an initial work session with Employee to discuss and clarify initial expectations for Employee's work objectives and strategies. The City Council will conduct a review of Employee's performance every year on or about his anniversary date to evaluate progress toward objectives, to update objectives and strategies for the next evaluation period and increase salary and benefits, if warranted.

Section 15: Bonding

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

Section 16: Indemnification

In addition to that required under state and local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, except that the City shall not be liable to defend, save harmless, and indemnify the Employee against any willful or wanton misconduct. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 17: General provisions

This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

This agreement shall become effective upon adoption and approval by the City Council of the City of Farmer City and execution and delivery by all parties.

The corporate authorities agree to make the provisions of this agreement possible to budget and appropriate the necessary funds and to take whatever other actions that the corporate authorities must take to uphold the provisions of this agreement.

If any provisions, or any portion thereof, contained in this agreement are held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall not be affected and shall remain in full force and effect. Any portion inconsistent with the law shall be reformed to comply therewith if possible.

This Agreement shall be deemed to be an Agreement and agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Neither this Agreement, nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the City and Employee.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS THEREOF, the City of Farmer City has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first written above.

City of Farmer City, Illinois

Scott Testory, Mayor

Taylor M. Baxter, City Manager

Attest:

Angie Wanserski, City Clerk

Executed: _____