



MEMORANDUM

TO: Mayor Prussing
Members, Urbana City Council

FROM: Bruce Walden, CAO
Mona Shannon, Personnel Manager

DATE: September 22, 2005

RE: Employee Retention and Recruitment – Employee Agreements

Council Work to Date

On August 22, 2005, the Council agreed upon the appointed positions to be added to civil service and upon the notice period to be included in employment agreements between the City and Appointees. A motion was passed to remove the Finance Office Manager, Public Works Operation Manager, Facilities Manager and Fleet Managers from the list of annual appointments of officers and to request staff to bring back sample employment agreements for the remaining appointed positions. Council also discussed revising the City Code to permit the length of the appointments to be longer than one year when the period between initial appointment and reappointment is eight months or less.

Staff Report

Per Council's request, sample employment agreements are attached for new appointees, current appointees, and the CAO. These samples are very similar to the draft agreement reviewed at the August 22 meeting and very similar to each other. Each agreement uses the notice period agreed upon during that meeting. The original sample was prepared for Department Heads and the City

Attorney. We revised this sample to include appointed Division Managers, clarified language that could be ambiguous, and removed male pronouns. A generic paragraph that lists residency and license requirements for multiple positions was inserted into Section 9, Conditions of Employment (e.g., police and fire residency requirement). This approach eliminates the need to prepare individual agreements for each affected position. Similarly, references to salary and vacation were revised in order to cover employees with different hours of work and different vacation schedules (e.g. 24- hour shift appointees). The entire section on indemnification was removed to avoid creating ambiguity between the agreement and the code. The CAO sample agreement includes the same notice period and benefits as the generic sample. References to review and approval of actions by the CAO were removed from the sample agreement.

Action Plan

Once these employment agreements are agreed upon, ordinances implementing these changes can be approved by the City Council. Ordinances are being prepared to authorize the Mayor to enter into these employment agreements with each of the City's current appointees, to add the non-appointed managers to Civil Service, and to permit the length of the appointments to be specified at the time of the appointment.

Employee Agreements available on the website

EMPLOYMENT AGREEMENT –Current Appointee

(_____)

THIS AGREEMENT made and entered into this ____ day of _____, 2005, by and between the City of Urbana, State of Illinois, a municipal corporation, (hereinafter called “City”), and _____ (hereinafter called “Appointee”), both of whom understand as follows:

WITNESSETH:

WHEREAS, the Mayor, upon the recommendation of the CAO and with approval of the City Council is authorized to appoint Department Heads, a City Attorney, and such other employees as the Mayor and City Council shall deem necessary, and the Mayor is authorized to terminate such Appointees; and

WHEREAS, the City, desires to employ the services of _____ as _____ of the City of Urbana; and

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

WHEREAS, it is the desire of the City to:

1. Secure and retain the services of the Appointee and to provide inducement for Appointee to remain in such employment;
2. Make possible full work productivity by assuring Appointee’s morale and peace of mind with respect to employment security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Appointee;
4. Provide a means for terminating Appointee’s service at such time as the Appointee may be unable fully to discharge the duties of this position due to disability or when the City may desire to terminate the employment relationship for any reason.

WHEREAS, the Appointee desires to continue employment as _____ of the City of Urbana.

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

Section 1. Duties. The City hereby agrees to employ _____ as _____ of Urbana to perform the functions and duties of said office as set forth in the Municipal Code of Urbana, and to perform other legally permissible duties and functions as the Mayor, CAO, and supervisor shall from time to time assign. The Appointee shall devote full attention and effort to the office and perform the aforementioned duties and functions in a professional manner.

Section 2. Appointment.

(a) The parties recognize that this position is subject to reappointment by the Mayor and confirmation by the City Council. It is the intent of this Agreement that the obligations set forth herein are nevertheless continuous without the parties reaffirming the Agreement.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to terminate the employment of the Appointee at any time or to decline to reappoint, subject only to the provisions set forth in Section 4, subsections (a), (b) and (c) and Section 5 of this Agreement and any provisions set forth in the Municipal Code, including 65 ILCS5/3.1-35-10.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Appointee to resign at any time from this position with the City, subject only to the provisions set forth in Section 4, subsections (d) and (e), of this Agreement.

(d) The Appointee agrees to remain in the exclusive employ of the City for an indefinite period and shall neither accept other employment or become employed by any other employer without the prior written approval of the CAO until notice of resignation is given.

The term "employed" (and derivations thereof as used in the preceding paragraph) shall include employment by another legal entity or self employment; however, shall not be construed to

include occasional teaching, writing, or consulting performed on Appointee's time off, and with the advance approval of the CAO.

Section 3. Administrative Leave. The CAO or the Appointee's supervisor may place the Appointee on Administrative Leave with full pay and benefits at any time during the term of this Agreement, with or without relieving Appointee from duty.

Section 4. Termination, Notice and Separation Benefits.

(a)(1) Except as provided in subsection (b), if the Mayor elects to terminate the employment of the Appointee or if the Appointee is not reappointed during such time that the Appointee is willing and able to perform the duties assigned, then the Mayor shall give the Appointee written notice at least four (4) weeks prior to the Appointee's date of termination. The Mayor shall provide the Appointee one week's additional notice per each full year of City service, up to a maximum of a total of 12 weeks required notice. As used in this subsection 4(a), an Appointee shall be considered "not reappointed" if the Mayor does not submit Appointee's name to the City Council for reappointment for the following fiscal year at or before the annual reappointment of City Officers. If the Mayor submits the Appointee's name for reappointment to the City Council, but the City Council fails to confirm, then the Appointee shall be entitled to the notice and the benefits set forth in this subsection 4(a). The Mayor shall notify the Appointee in writing of the date of separation of any separation pursuant to 4(a).

(a)(2) If the employment relationship ceases pursuant to 4(a), the City shall provide a payout of all of Appointee's credited, but unused sick leave and vacation leave. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time the Appointee secures medical insurance through attainment of employment, the City shall pay for medical insurance in such amounts as had been received by the Appointee and the Appointee's dependents at the time of such termination. If the employee elects medical continuation coverage at the time of termination, the City shall pay the employer share of such continuation and the Appointee shall timely pay the employee share of such coverage. Upon written rejection of such continuation and

submission of proper documentation, the City shall reimburse the Appointee for the premiums paid for alternative medical coverage, not to exceed the time period above or the City cost of providing City continuation coverage. No other additional benefits shall accrue or be credited during this period.

(b)(1) Notwithstanding subsection 4(a) above, the following reasons shall constitute grounds to terminate the employment of the Appointee without the notice and without the benefits provided in 4(a) and with only the benefits provided by law and City policy:

- (i) violation of the conditions of employment requirement set forth in Section 9;
- (ii) a willful breach of this Agreement;
- (iii) conviction of a felony, or conviction of a criminal act relating to employment with the City or a criminal act for personal gain, or entry into an agreement for court supervision for such an offense;
- (iv) conduct relating to City employment which, while not necessarily criminal in nature, violates the City's established work rules or standards of conduct in some substantial manner;
- (v) substantially misrepresenting the facts or providing false information during the application process for this appointment when such conduct is identified as the reason for termination within the first eighteen months of employment;
or
- (vi) repeated failure to satisfactorily perform required duties as evidenced by documentation of performance deficiencies.

(b)(2) Prior to the time that the Mayor terminates the Appointee without the notice and benefits specified in subsection 4(a) for any of the reasons set forth in subsection 4(b)(1) above, the Mayor shall provide the Appointee with a written notice of proposed termination which contains the reason and factual basis for such action. Within seven (7) calendar days of notice of such termination, the Appointee may request an opportunity to respond to the reasons and factual basis

provided by the Mayor. If such a request to respond is made, the Appointee shall be provided an opportunity to meet with the Mayor. The meeting may be informal in nature. If the Appointee chooses to attend this meeting, Appointee may respond to the notice of proposed termination under (b)(1). At such meeting, the Appointee may be represented by Appointee's attorney and may present evidence or information relevant to the reasons and factual basis set forth in the notice of proposed termination under (b)(1). Thereafter, the Mayor shall provide the Appointee a written decision. On or before the date of a termination pursuant to 4(b), the Mayor shall notify the Appointee in writing of the Mayor's decision to terminate pursuant to 4(b) and the effective date of the termination.

(c) In the event the City at any time during the term of this Agreement reduces the salary of the Appointee from its then-current year level, except as part of an across-the-board reduction for all comparable Appointees of the City, or in the event the City refuses, following written notice, to extend to the Appointee any non-salary benefit customarily available to all comparable Appointees, or in the event the Appointee resigns following a request, whether formal or informal, by the Mayor or CAO that Appointee resign, then, in those events, the Appointee may choose to be "terminated" within the meaning and context of the subsection 4(a) above; provided that such option to be deemed terminated must be exercised by written notice from the Appointee to the Mayor and CAO within ten (10) working days of notification of such reduction, refusal to extend benefits or request of resignation. In that event, the deemed termination shall be effective four weeks from the date that the Appointee provided such timely written notice or on a mutually agreeable date set by the Appointee, Mayor, and CAO. The Appointee's salary will be returned immediately to the pay rate in effect immediately prior to any reduction in pay that prompted the deemed termination.

(d) In the event the Appointee voluntarily resigns, other than a resignation accepted under 4 (c) above, the Appointee shall give the Mayor and CAO written notice at least four (4) weeks prior to the last work day, unless the CAO and the Appointee or the Mayor and the

Appointee agree otherwise. Upon such termination, the City shall payout 100% of vacation and 50% of sick leave credited, but unused. However, unless there is agreement to the contrary, if the Appointee fails to provide such notice to the Mayor and CAO, Appointee shall only receive the benefits provided by law and City policy.

(e) It is understood that after notice of termination in any form, the Appointee and the City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

(f) The provisions of this Section 4 shall govern notwithstanding the language of Section 30-5(d) of the Illinois Municipal Code to the effect that one remains in office until one's successor is chosen and qualified, and the position shall be regarded as vacant as of the time such Appointee is on administrative leave, relieved of duty, and is notified in writing of a date of separation. The position shall be regarded as temporarily vacant when Appointee is on administrative leave and relieved of duty, but has not been notified in writing of a date of separation.

Section 5. Disability. If the Appointee is totally disabled or otherwise unable to perform the duties of the position because of sickness, accident, injury, mental incapacity or ill health and provides timely documentation satisfactory to the City, Appointee shall be eligible for a leave of absence for up to 12 months. During such an approved absence, the Appointee may use any type of eligible leave including sick leave, vacation, duty injury leave (if applicable), and/or unpaid leave. During any such periods of unpaid leave, the Appointee shall be eligible to continue medical insurance in the same manner as an employee on FMLA leave. For FMLA leaves of absence, paid leave, if taken, shall be substituted for unpaid FMLA leave. If the Appointee is unable to return to work at the end of such a paid or unpaid leave of absence, the City shall have the option to terminate the employment of the Appointee subject to the requirements imposed on the City by Section 4, subsection (a). Any notice required by 4(a) may be provided during the period of the approved leave of absence. Nothing herein shall limit the City's ability to fill the Appointee's

position on a regular basis if it has been determined that the Appointee will be unable to return to work at the end of the approved leave of absence or to fill the Appointee's position on a temporary basis, if such a determination has not been made.

Section 6. Performance Evaluation. The Appointee shall receive a written performance evaluation at least once annually. Appointee shall be consulted regarding the criteria to be included in the evaluation and shall be provided a written copy of the top goals and/or expectations for the position. Goals and expectations will be revised as needed in response to changing needs.

Section 7. Salary. The City agrees to pay the Appointee for services rendered pursuant hereto in accordance with the City's classification and compensation plan or ordinances from time to time enacted which govern such compensation. Throughout this agreement salary shall refer to the Appointee's base rate. Except for 24-hour shift Appointees, a week's salary shall be the hourly rate multiplied by forty (40) regardless of the hours worked, except for permissible deductions under the Fair Labor Standards Act.

Section 8. Other Benefits. All applicable provisions of the Benefits Program and the Policy and Procedures for non-bargaining unit employees, as they may be amended from time to time shall apply to the Appointee as they would to other comparable non-bargaining unit employees of the City, except as the terms and conditions of this Agreement or the text of such documents may preclude them or modify them. Any deposits in the post employment savings plan for the payout of unused sick leave shall be subject to plan rules. Notwithstanding any other section of this agreement, the combined total of cash payouts and deposits to the post employment savings plan for any unused, credited sick leave shall not exceed 100% of the value of such sick leave. It is acknowledged that the Appointee shall be entitled to set, subject to supervisory controls, a flexible work week hourly schedule; and additionally, in recognition of the many hours worked beyond the normal work week, Appointee's supervisor may from time to time authorize additional paid leave to be taken by the Appointee. The Appointee acknowledges that this position is an "exempt" position under the Fair Labor Standards Act and Appointee is not entitled to and

cannot accrue overtime pay or compensatory time. Upon appointment and on each service anniversary until Appointee has completed three (3) years of service, the Appointee shall be credited with twenty (20) days of vacation leave. At the beginning of the fourth year of service and on each subsequent anniversary, Appointee shall be credited with twenty-five (25) days of vacation. Appointees assigned to 24-hour shifts, shall receive the following vacation in lieu of the vacation above. Upon appointment and on each service anniversary until Appointee has completed three (3) years of service, the Appointee shall be credited with ten (10) days of vacation leave. At the beginning of the fourth year of service and on each subsequent anniversary, Appointee shall be credited with thirteen (13) days of vacation. In the event that any of Appointee's previous vacation credits were less than specified herein, there shall be no adjustment of vacation except for adjustment of this service year's vacation. If this service year's vacation credit was less than the credit specified herein, the Appointee shall be immediately credited with additional vacation equal to the difference for this year only and Appointee shall have at least one calendar year in which to use such vacation. All other applicable provisions of the City's policies concerning non-bargaining unit vacation shall apply.

Section 9. Conditions of employment. All Fire and Police Appointees shall live within a fifteen mile radius of the City of Urbana corporate limits. All Department Heads, including Police and Fire, shall maintain a principal place of residency within the corporate limits of the City. All residency requirements must be met unless Appointee's supervisor issues a written temporary exception. All Appointees with a residency requirement shall notify the Personnel Division in writing of any change in address within five (5) working days of such change. All Appointees issued written notification that they must maintain a professional certification, registration, or license shall adhere to this requirement and will notify their supervisor immediately of any unusual review, suspension, or loss of certification, registration, or license.

Section 10. Vehicles. The City agrees to furnish a vehicle for use by the Appointee or to reimburse the Appointee for the use of a private vehicle as occasionally required in the course of

employment in accordance with written City policy. Such written policy shall change from time to time. At this time, this position has / has not (choose one) been identified as a position that requires regular take-home use of a vehicle.

Section 11. Professional Development.

(a) The City agrees to budget and to pay for professional memberships in professional organizations relevant to the Appointee's profession, consistent with the City's administrative policy, and such terms as the CAO may specify in writing. Participation in such professional organizations, including meetings, contributing to professional publications and other such activities is encouraged and, subject to prior supervisory approval, shall be considered a part of the Appointee's normal job duties.

(b) The Appointee shall also receive authorization to attend, plus registration, travel and reasonable expenses for short courses, conferences and seminars that are necessary for personal development and, in the judgment of the Appointee's supervisor, for the good of the City. Approval and payment shall be subject to budget limitations and to established travel policies and procedures.

Section 12. Copyrights.

(a) Any copyrights or patents for materials produced as part of the Appointee's normal work duties shall be the property of the City.

(b) If the Appointee desires to produce such copyrightable or patentable materials related to City employment outside of the normal work duties, the Appointee shall inform the CAO in writing prior to commencing such work. Prior to approval, the CAO and the Appointee shall reduce their understanding with respect to such work to writing in such form as has been approved by legal counsel.

Section 13. Financial Disclosure, Ethics, and Purchasing.

(a) The Appointee shall make timely and accurate financial disclosures as required by law, ordinance and written City policy.

(b) Ethics/Purchasing. The Appointee acknowledges that Appointee is restricted from buying from or selling certain goods or services to the City. The Appointee acknowledges the existence of such restrictions contained in the City's policies, ordinances and state statutes, as they may exist or may be amended or promulgated from time to time. The Appointee shall adhere to all ethics requirements as required by law, ordinance and written City policy.

Section 14. Bonding. The City shall bear the full cost of any fidelity or other bonds required of the Appointee under any law or ordinance.

Section 15. Notices. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to the CAO's Office, 400 S. Vine Street, Urbana, Illinois 61801, and to the Appointee's home address on file in the Personnel Division. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Illinois. Notice shall be deemed given as of the date of personal service or as of the

date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16. General Provisions.

(a) The text herein shall constitute the entire Agreement between the parties.

(b) This Agreement shall become effective immediately upon execution by the Mayor.

(c) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(d) No amendment of this Agreement shall be effective unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by its City Clerk, and the Appointee has signed and executed this Agreement, both in duplicate, the day and year first written above.

CITY OF URBANA, ILLINOIS

By: _____
Mayor
Appointee

By: _____

Date: _____

ATTEST: _____
City Clerk

Date: _____

EMPLOYMENT AGREEMENT –New Appointee

(_____)

THIS AGREEMENT made and entered into this ____ day of _____, 2005, by and between the City of Urbana, State of Illinois, a municipal corporation, (hereinafter called “City”), and _____ (hereinafter called “Appointee”), both of whom understand as follows:

WITNESSETH:

WHEREAS, the Mayor, upon the recommendation of the CAO and with approval of the City Council is authorized to appoint Department Heads, a City Attorney, and such other employees as the Mayor and City Council shall deem necessary, and the Mayor is authorized to terminate such Appointees; and

WHEREAS, the City, desires to employ the services of _____ as _____ of the City of Urbana; and

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

WHEREAS, it is the desire of the City to:

1. Secure and retain the services of the Appointee and to provide inducement for Appointee to remain in such employment;
2. Make possible full work productivity by assuring Appointee’s morale and peace of mind with respect to employment security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Appointee;
4. Provide a means for terminating Appointee’s service at such time as the Appointee may be unable fully to discharge the duties of this position due to disability or when the City may desire to terminate the employment relationship for any reason.

WHEREAS, the Appointee desires to accept employment as _____
of the City of Urbana.

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

Section 1. Duties. The City hereby agrees to employ _____ as _____ of Urbana to perform the functions and duties of said office as set forth in the Municipal Code of Urbana, and to perform other legally permissible duties and functions as the Mayor, CAO, and supervisor shall from time to time assign. The Appointee shall devote full attention and effort to the office and perform the aforementioned duties and functions in a professional manner.

Section 2. Appointment.

(a) The parties recognize that this position is subject to appointment and reappointment by the Mayor and confirmation by the City Council. It is the intent of this Agreement that the obligations set forth herein are nevertheless continuous without the parties reaffirming the Agreement.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to terminate the employment of the Appointee at any time or to decline to reappoint, subject only to the provisions set forth in Section 4, subsections (a), (b) and (c) and Section 5 of this Agreement and any provisions set forth in the Municipal Code, including 65 ILCS5/3.1-35-10.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Appointee to resign at any time from this position with the City, subject only to the provisions set forth in Section 4, subsections (d) and (e), of this Agreement.

(d) The Appointee agrees to remain in the exclusive employ of the City for an indefinite period and shall neither accept other employment or become employed by any other employer without the prior written approval of the CAO until notice of resignation is given.

The term “employed” (and derivations thereof as used in the preceding paragraph) shall include employment by another legal entity or self employment; however, shall not be construed to include occasional teaching, writing, or consulting performed on Appointee’s time off, and with the advance approval of the CAO.

Section 3. Administrative Leave. The CAO or the Appointee’s supervisor may place the Appointee on Administrative Leave with full pay and benefits at any time during the term of this Agreement, with or without relieving Appointee from duty.

Section 4. Termination, Notice and Separation Benefits.

(a)(1) Except as provided in subsection (b), if the Mayor elects to terminate the employment of the Appointee or if the Appointee is not reappointed during such time that the Appointee is willing and able to perform the duties assigned, then the Mayor shall give the Appointee written notice at least four (4) weeks prior to the Appointee’s date of termination. The Mayor shall provide the Appointee one week’s additional notice per each full year of City service, up to a maximum of a total of 12 weeks required notice. As used in this subsection 4(a), an Appointee shall be considered “not reappointed” if the Mayor does not submit Appointee’s name to the City Council for reappointment for the following fiscal year at or before the annual reappointment of City Officers. If the Mayor submits the Appointee’s name for reappointment to the City Council, but the City Council fails to confirm, then the Appointee shall be entitled to the notice and the benefits set forth in this subsection 4(a). The Mayor shall notify the Appointee in writing of the date of separation of any separation pursuant to 4(a).

(a)(2) If the employment relationship ceases pursuant to 4(a), the City shall provide a payout of all of Appointee’s credited, but unused sick leave and vacation leave. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time the Appointee secures medical insurance through attainment of employment, the City shall pay for medical insurance in such amounts as had been received by the Appointee and the Appointee’s dependents at the time of such termination. If the employee elects medical continuation coverage at the time of

termination, the City shall pay the employer share of such continuation and the Appointee shall timely pay the employee share of such coverage. Upon written rejection of such continuation and submission of proper documentation, the City shall reimburse the Appointee for the premiums paid for alternative medical coverage, not to exceed the time period above or the City cost of providing City continuation coverage. No other additional benefits shall accrue or be credited during this period.

(b)(1) Notwithstanding subsection 4(a) above, the following reasons shall constitute grounds to terminate the employment of the Appointee without the notice and without the benefits provided in 4(a) and with only the benefits provided by law and City policy:

- (i) violation of the conditions of employment requirement set forth in Section 9;
- (ii) a willful breach of this Agreement;
- (iii) conviction of a felony, or conviction of a criminal act relating to employment with the City or a criminal act for personal gain, or entry into an agreement for court supervision for such an offense;
- (iv) conduct relating to City employment which, while not necessarily criminal in nature, violates the City's established work rules or standards of conduct in some substantial manner;
- (vii) substantially misrepresenting the facts or providing false information during the application process for this appointment when such conduct is identified as the reason for termination within the first eighteen months of employment;
- or
- (viii) repeated failure to satisfactorily perform required duties as evidenced by documentation of performance deficiencies.

(b)(2) Prior to the time that the Mayor terminates the Appointee without the notice and benefits specified in subsection 4(a) for any of the reasons set forth in subsection 4(b)(1) above, the Mayor shall provide the Appointee with a written notice of proposed termination which contains

the reason and factual basis for such action. Within seven (7) calendar days of notice of such termination, the Appointee may request an opportunity to respond to the reasons and factual basis provided by the Mayor. If such a request to respond is made, the Appointee shall be provided an opportunity to meet with the Mayor. The meeting may be informal in nature. If the Appointee chooses to attend this meeting, Appointee may respond to the notice of proposed termination under (b)(1). At such meeting, the Appointee may be represented by Appointee's attorney and may present evidence or information relevant to the reasons and factual basis set forth in the notice of proposed termination under (b)(1). Thereafter, the Mayor shall provide the Appointee a written decision. On or before the date of a termination pursuant to 4(b), the Mayor shall notify the Appointee in writing of the Mayor's decision to terminate pursuant to 4(b) and the effective date of the termination.

(c) In the event the City at any time during the term of this Agreement reduces the salary of the Appointee from its then-current year level, except as part of an across-the-board reduction for all comparable Appointees of the City, or in the event the City refuses, following written notice, to extend to the Appointee any non-salary benefit customarily available to all comparable Appointees, or in the event the Appointee resigns following a request, whether formal or informal, by the Mayor or CAO that Appointee resign, then, in those events, the Appointee may choose to be "terminated" within the meaning and context of the subsection 4(a) above; provided that such option to be deemed terminated must be exercised by written notice from the Appointee to the Mayor and CAO within ten (10) working days of notification of such reduction, refusal to extend benefits or request of resignation. In that event, the deemed termination shall be effective four weeks from the date that the Appointee provided such timely written notice or on a mutually agreeable date set by the Appointee, Mayor, and CAO. The Appointee's salary will be returned immediately to the pay rate in effect immediately prior to any reduction in pay that prompted the deemed termination.

(d) In the event the Appointee voluntarily resigns, other than a resignation accepted under 4 (c) above, the Appointee shall give the Mayor and CAO written notice at least four (4) weeks prior to the last work day, unless the CAO and the Appointee or the Mayor and the Appointee agree otherwise. Upon such termination, the City shall payout 100% of vacation and 50% of sick leave credited, but unused. However, unless there is agreement to the contrary, if the Appointee fails to provide such notice to the Mayor, Appointee shall only receive the benefits provided by law and City policy.

(e) It is understood that after notice of termination in any form, the Appointee and the City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

(f) The provisions of this Section 4 shall govern notwithstanding the language of Section 30-5(d) of the Illinois Municipal Code to the effect that one remains in office until one's successor is chosen and qualified, and the position shall be regarded as vacant as of the time such Appointee is on administrative leave, relieved of duty, and is notified in writing of a date of separation. The position shall be regarded as temporarily vacant when Appointee is on administrative leave and relieved of duty, but has not been notified in writing of a date of separation.

Section 5. Disability. If the Appointee is totally disabled or otherwise unable to perform the duties of the position because of sickness, accident, injury, mental incapacity or ill health and provides timely documentation satisfactory to the City, Appointee shall be eligible for a leave of absence for up to 12 months. During such an approved absence, the Appointee may use any type of eligible leave including sick leave, vacation, duty injury leave (if applicable), and/or unpaid leave. During any such periods of unpaid leave, the Appointee shall be eligible to continue medical insurance in the same manner as an employee on FMLA leave. For FMLA leaves of absence, paid leave, if taken, shall be substituted for unpaid FMLA leave. If the Appointee is unable to return to work at the end of such a paid or unpaid leave of absence, the City shall have the option to

terminate the employment of the Appointee subject to the requirements imposed on the City by Section 4, subsection (a). Any notice required by 4(a) may be provided during the period of the approved leave of absence. Nothing herein shall limit the City's ability to fill the Appointee's position on a regular basis if it has been determined that the Appointee will be unable to return to work at the end of the approved leave of absence or to fill the Appointee's position on a temporary basis, if such a determination has not been made.

Section 6. Performance Evaluation. The Appointee shall receive a written performance evaluation at least once annually. Appointee shall be consulted regarding the criteria to be included in the evaluation and shall be provided a written copy of the top goals and/or expectations for the position. Goals and expectations will be revised as needed in response to changing needs.

Section 7. Salary. The City agrees to pay the Appointee for services rendered pursuant hereto in accordance with the City's classification and compensation plan or ordinances from time to time enacted which govern such compensation. The beginning salary will be _____ Dollars (\$ _____) per year, (\$ _____ per hour). Throughout this agreement salary shall refer to the Appointee's base rate. Except for 24-hour shift Appointees, a week's salary shall be the hourly rate multiplied by forty (40) regardless of the hours worked, except for permissible deductions under the Fair Labor Standards Act.

Section 8. Other Benefits. All applicable provisions of the Benefits Program and the Policy and Procedures for non-bargaining unit employees, as they may be amended from time to time shall apply to the Appointee as they would to other comparable non-bargaining unit employees of the City, except as the terms and conditions of this Agreement or the text of such documents may preclude them or modify them. Any deposits in the post employment savings plan for the payout of unused sick leave shall be subject to plan rules. Notwithstanding any other section of this agreement, the combined total of cash payouts and deposits to the post employment savings plan for any unused, credited sick leave shall not exceed 100% of the value of such sick leave. It is acknowledged that the Appointee shall be entitled to set, subject to supervisory

controls, a flexible work week hourly schedule; and additionally, in recognition of the many hours worked beyond the normal work week, Appointee's supervisor may from time to time authorize additional paid leave to be taken by the Appointee. The Appointee acknowledges that this position is an "exempt" position under the Fair Labor Standards Act and Appointee is not entitled to and cannot accrue overtime pay or compensatory time. Upon appointment and on each service anniversary until Appointee has completed three (3) years of service, the Appointee shall be credited with twenty (20) days of vacation leave. At the beginning of the fourth year of service and on each subsequent anniversary, Appointee shall be credited with twenty-five (25) days of vacation. Appointees assigned to 24-hour shifts, shall receive the following vacation in lieu of the vacation above. Upon appointment and on each service anniversary until Appointee has completed three (3) years of service, the Appointee shall be credited with ten (10) days of vacation leave. At the beginning of the fourth year of service and on each subsequent anniversary, Appointee shall be credited with thirteen (13) days of vacation. All other applicable provisions of the City's policies concerning non-bargaining unit vacation shall apply.

Section 9. Conditions of employment. All Fire and Police Appointees shall live within a fifteen mile radius of the City of Urbana corporate limits. Within six (6) months of employment, all Department Heads, including Police and Fire, shall establish and maintain a principal place of residency within the corporate limits of the City. All residency requirements must be met unless Appointee's supervisor issues a written temporary exception. All Appointees with a residency requirement shall notify the Personnel Division in writing of any change in address within five (5) working days of such change. All Appointees issued written notification that they must maintain a professional certification, registration, or license shall adhere to this requirement and will notify their supervisor immediately of any unusual review, suspension, or loss of certification, registration, or license.

Section 10. Temporary Housing Expenses and Travel. The City shall reimburse the Appointee for temporary housing expenses, travel or property storage incurred by the Appointee

within the first _____ days of employment up to a maximum of _____ Dollars (\$_____). It is the intention of the City and the Appointee that the purpose of the payment is to partially alleviate the cost to the Appointee of maintaining a temporary residence pending relocation to Urbana and travel between Urbana and Appointee's home in _____.

The Appointee shall submit proof of such expenses in such detail as the City may reasonably require prior to any such reimbursement and such payments shall be subject to payroll tax withholdings as required by federal and/or state law.

Section 11. Moving Expenses. The Appointee shall be reimbursed for the reasonable and necessary expenses of moving personal property from Appointee's home in _____, to Urbana, Illinois up to a maximum of _____. The Appointee shall submit proof of such expenses in such detail as the City may reasonably require prior to any such reimbursement and in accordance with such terms as the CAO may specify in writing.

Section 12. Vehicles. The City agrees to furnish a vehicle for use by the Appointee or to reimburse the Appointee for the use of a private vehicle as occasionally required in the course of employment in accordance with written City policy. Such written policy shall change from time to time. At this time, this position has / has not (choose one) been identified as a position that requires regular take-home use of a vehicle.

Section 13. Professional Development.

(a) The City agrees to budget and to pay for professional memberships in professional organizations relevant to the Appointee's profession, consistent with the City's administrative policy, and such terms as the CAO may specify in writing. Participation in such professional organizations, including meetings, contributing to professional publications and other such activities is encouraged and, subject to prior supervisory approval, shall be considered a part of the Appointee's normal job duties.

(b) The Appointee shall also receive authorization to attend, plus registration, travel and reasonable expenses for short courses, conferences and seminars that are necessary for personal development and, in the judgment of the Appointee's supervisor, for the good of the City. Approval and payment shall be subject to budget limitations and to established travel policies and procedures.

Section 14. Copyrights.

(a) Any copyrights or patents for materials produced as part of the Appointee's normal work duties shall be the property of the City.

(b) If the Appointee desires to produce such copyrightable or patentable materials related to City employment outside of the normal work duties, the Appointee shall inform the CAO in writing prior to commencing such work. Prior to approval, the CAO and the Appointee shall reduce their understanding with respect to such work to writing in such form as has been approved by legal counsel.

Section 15. Financial Disclosure, Ethics, and Purchasing.

(a) The Appointee shall make timely and accurate financial disclosures as required by law, ordinance and written City policy.

(b) Ethics/Purchasing. The Appointee acknowledges that Appointee is restricted from buying from or selling certain goods or services to the City. The Appointee acknowledges the

existence of such restrictions contained in the City's policies, ordinances and state statutes, as they may exist or may be amended or promulgated from time to time. The Appointee shall adhere to all ethics requirements as required by law, ordinance and written City policy.

Section 16. Bonding. The City shall bear the full cost of any fidelity or other bonds required of the Appointee under any law or ordinance.

Section 17. Notices. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to the CAO's Office, 400 S. Vine Street, Urbana, Illinois 61801, and to the Appointee's home address on file in the Personnel Division. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Illinois. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18. General Provisions.

- (a) The text herein shall constitute the entire Agreement between the parties.
- (b) This Agreement shall become effective immediately upon execution by the Mayor.
- (c) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- (d) No amendment of this Agreement shall be effective unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by its City Clerk, and the Appointee has signed and executed this Agreement, both in duplicate, the day and year first written above.

CITY OF URBANA, ILLINOIS

By: _____
Mayor
Appointee

Date: _____

ATTEST: _____
City Clerk

By: _____

Date: _____

EMPLOYMENT AGREEMENT –CAO

(_____)

THIS AGREEMENT made and entered into this ____ day of _____, 2005,
by and between the City of Urbana, State of Illinois, a municipal corporation, (hereinafter called
“City”), and Bruce Walden (hereinafter called “Appointee”), both of whom understand as follows:

WITNESSETH:

WHEREAS, the Mayor, with approval of the City Council, is authorized to appoint a Chief
Administrative Officer (CAO), and the Mayor is authorized to terminate such Appointee; and

WHEREAS, the City, desires to employ the services of Bruce Walden as Chief
Administrative Officer of the City of Urbana; and

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

WHEREAS, it is the desire of the City to:

1. Secure and retain the services of the Appointee and to provide inducement for
Appointee to remain in such employment;
2. Make possible full work productivity by assuring Appointee’s morale and peace of
mind with respect to employment security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part
of the Appointee;
4. Provide a means for terminating Appointee’s service at such time as the Appointee
may be unable fully to discharge the duties of this position due to disability or when the City may
desire to terminate the employment relationship for any reason.

WHEREAS, the Appointee desires to continue employment as Chief Administrative Officer
of the City of Urbana,

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

Section 1. Duties. The City hereby agrees to employ Bruce Walden as Chief Administrative Officer of Urbana to perform the functions and duties of said office as set forth in the Municipal Code of Urbana, and to perform other legally permissible duties and functions as the Mayor shall from time to time assign. The Appointee shall devote full attention and effort to the office and perform the aforementioned duties and functions in a professional manner.

Section 2. Appointment.

(a) The parties recognize that this position is subject to reappointment by the Mayor and confirmation by the City Council. It is the intent of this Agreement that the obligations set forth herein are nevertheless continuous without the parties reaffirming the Agreement.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to terminate the employment of the Appointee at any time or to decline to reappoint, subject only to the provisions set forth in Section 4, subsections (a), (b) and (c) and Section 5 of this Agreement and any provisions set forth in the Municipal Code, including 65 ILCS5/3.1-35-10.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Appointee to resign at any time from this position with the City, subject only to the provisions set forth in Section 4, subsections (d) and (e), of this Agreement.

(d) The Appointee agrees to remain in the exclusive employ of the City for an indefinite period and shall neither accept other employment or become employed by any other employer without the prior written approval of the Mayor until notice of resignation is given.

The term "employed" (and derivations thereof as used in the preceding paragraph) shall include employment by another legal entity or self employment; however, shall not be construed to include occasional teaching, writing, or consulting performed on Appointee's time off, and with the advance approval of the Mayor.

Section 3. Administrative Leave. The Mayor may place the Appointee on Administrative Leave with full pay and benefits at any time during the term of this Agreement, with or without relieving Appointee from duty.

Section 4. Termination, Notice and Separation Benefits.

(a)(1) Except as provided in subsection (b), if the Mayor elects to terminate the employment of the Appointee or if the Appointee is not reappointed during such time that the Appointee is willing and able to perform the duties assigned, then the Mayor shall give the Appointee written notice at least twelve (12) weeks prior to the Appointee's date of termination. As used in this subsection 4(a), the Appointee shall be considered "not reappointed" if the Mayor does not submit Appointee's name to the City Council for reappointment for the following fiscal year at or before the annual reappointment of City Officers. If the Mayor submits the Appointee's name for reappointment to the City Council, but the City Council fails to confirm, then the Appointee shall be entitled to the notice and the benefits set forth in this subsection 4(a). The Mayor shall notify the Appointee in writing of the date of separation of any separation pursuant to 4(a).

(a)(2) If the employment relationship ceases pursuant to 4(a), the City shall provide a payout of all of Appointee's credited, but unused sick leave and vacation leave. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time the Appointee secures medical insurance through attainment of employment, the City shall pay for medical insurance in such amounts as had been received by the Appointee and the Appointee's dependents at the time of such termination. If the employee elects medical continuation coverage at the time of termination, the City shall pay the employer share of such continuation and the Appointee shall timely pay the employee share of such coverage. Upon written rejection of such continuation and submission of proper documentation, the City shall reimburse the Appointee for the premiums paid for alternative medical coverage, not to exceed the time period above or the City cost of providing City continuation coverage. No other additional benefits shall accrue or be credited during this period.

(b)(1) Notwithstanding subsection 4(a) above, the following reasons shall constitute grounds to terminate the employment of the Appointee without the notice and without the benefits provided in 4(a) and with only the benefits provided by law and City policy:

- (i) violation of the conditions of employment requirement set forth in Section 9;
- (ii) a willful breach of this Agreement;
- (iii) conviction of a felony, or conviction of a criminal act relating to employment with the City or a criminal act for personal gain, or entry into an agreement for court supervision for such an offense;
- (iv) conduct relating to City employment which, while not necessarily criminal in nature, violates the City's established work rules or standards of conduct in some substantial manner;
- (ix) substantially misrepresenting the facts or providing false information during the application process for this appointment when such conduct is identified as the reason for termination within the first eighteen months of employment;
- or
- (x) repeated failure to satisfactorily perform required duties as evidenced by documentation of performance deficiencies.

(b)(2) Prior to the time that the Mayor terminates the Appointee without the notice and benefits specified in subsection 4(a) for any of the reasons set forth in subsection 4(b)(1) above, the Mayor shall provide the Appointee with a written notice of proposed termination which contains the reason and factual basis for such action. Within seven (7) calendar days of notice of such termination, the Appointee may request an opportunity to respond to the reasons and factual basis provided by the Mayor. If such a request to respond is made, the Appointee shall be provided an opportunity to meet with the Mayor. The meeting may be informal in nature. If the Appointee chooses to attend this meeting, Appointee may respond to the notice of proposed termination under (b)(1). At such meeting, the Appointee may be represented by Appointee's attorney and

may present evidence or information relevant to the reasons and factual basis set forth in the notice of proposed termination under (b)(1). Thereafter, the Mayor shall provide the Appointee a written decision. On or before the date of a termination pursuant to 4(b), the Mayor shall notify the Appointee in writing of the Mayor's decision to terminate pursuant to 4(b) and the effective date of the termination.

(c) In the event the City at any time during the term of this Agreement reduces the salary of the Appointee from its then-current year level, except as part of an across-the-board reduction for all comparable Appointees of the City, or in the event the City refuses, following written notice, to extend to the Appointee any non-salary benefit customarily available to all comparable Appointees, or in the event the Appointee resigns following a request, whether formal or informal, by the Mayor that Appointee resign, then, in those events, the Appointee may choose to be "terminated" within the meaning and context of subsection 4(a) above; provided that such option to be deemed terminated must be exercised by written notice from the Appointee to the Mayor within ten (10) working days of notification of such reduction, refusal to extend benefits or request of resignation. In that event, the deemed termination shall be effective four weeks from the date that the Appointee provided such timely written notice or on a mutually agreeable date. The Appointee's salary will be returned immediately to the pay rate in effect immediately prior to any reduction in pay that prompted the deemed termination.

(d) In the event the Appointee voluntarily resigns, other than a resignation accepted under 4 (c) above, the Appointee shall give the Mayor written notice at least four (4) weeks prior to the last work day, unless the Mayor and the Appointee agree otherwise. Upon such termination, the City shall payout 100% of vacation and 50% of sick leave credited, but unused. However, unless there is agreement to the contrary, if the Appointee fails to provide such notice to the Mayor, Appointee shall only receive the benefits provided by law and City policy.

(e) It is understood that after notice of termination in any form, the Appointee and the City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement.

(f) The provisions of this Section 4 shall govern notwithstanding the language of Section 30-5(d) of the Illinois Municipal Code to the effect that one remains in office until one's successor is chosen and qualified, and the position shall be regarded as vacant as of the time such Appointee is on administrative leave, relieved of duty, and is notified in writing of a date of separation. The position shall be regarded as temporarily vacant when Appointee is on administrative leave and relieved of duty, but has not been notified in writing of a date of separation.

Section 5. Disability. If the Appointee is totally disabled or otherwise unable to perform the duties of the position because of sickness, accident, injury, mental incapacity or ill health and provides timely documentation satisfactory to the City, Appointee shall be eligible for a leave of absence for up to 12 months. During such an approved absence, the Appointee may use any type of eligible leave including sick leave, vacation, duty injury leave (if applicable), and/or unpaid leave. During any such periods of unpaid leave, the Appointee shall be eligible to continue medical insurance in the same manner as an employee on FMLA leave. For FMLA leaves of absence, paid leave, if taken, shall be substituted for unpaid FMLA leave. If the Appointee is unable to return to work at the end of such a paid or unpaid leave of absence, the City shall have the option to terminate the employment of the Appointee subject to the requirements imposed on the City by Section 4, subsection (a). Any notice required by 4(a) may be provided during the period of the approved leave of absence. Nothing herein shall limit the City's ability to fill the Appointee's position on a regular basis if it has been determined that the Appointee will be unable to return to work at the end of the approved leave of absence or to fill the Appointee's position on a temporary basis, if such a determination has not been made.

Section 6. Performance Evaluation. The Appointee shall receive a written performance evaluation at least once annually. Appointee shall be consulted regarding the criteria to be included in the evaluation and shall be provided a written copy of the top goals and/or expectations for the position. The Mayor and the Appointee shall work jointly to revise the goals and expectations in response to changing needs.

Section 7. Salary. The City agrees to pay the Appointee for services rendered pursuant hereto in accordance with the City's ordinances from time to time enacted which govern such compensation. Throughout this agreement annual salary shall refer to the sum of the annual salary and the annual ICMA retirement contribution authorized by ordinance. The hourly salary shall be computed by dividing this sum by 2087. No unauthorized deductions will be made from this salary except for permissible deductions under the Fair Labor Standards Act.

Section 8. Other Benefits. All applicable provisions of the Benefits Program and the Policy and Procedures for non-bargaining unit employees, as they may be amended from time to time shall apply to the Appointee as they would to other Appointed non-bargaining unit employees of the City, except as the terms and conditions of this Agreement or the text of such documents may preclude them or modify them. Any deposits in the post employment savings plan for the payout of unused sick leave shall be subject to plan rules. Notwithstanding any other section of this agreement, the combined total of cash payouts and deposits to the post employment savings plan for any unused, credited sick leave shall not exceed 100% of the value of such sick leave. It is acknowledged that the Appointee shall be entitled to set, subject to supervisory controls, a flexible work week hourly schedule; and additionally, in recognition of the many hours worked beyond the normal work week, the Mayor may from time to time authorize additional paid leave to be taken by the Appointee. The Appointee acknowledges that this position is an "exempt" position under the Fair Labor Standards Act and Appointee is not entitled to and cannot accrue overtime pay or compensatory time. On each service anniversary, Appointee shall be credited with twenty-five (25) days of vacation.

Section 9. Conditions of employment. Appointee shall maintain a principal place of residency within the corporate limits of the City at all times during the term of this Agreement, unless a written authorization for a temporary exception is issued by the Mayor. Appointee shall notify the Personnel Division in writing of any change in address within five (5) working days of such change.

Section 10. Vehicles. The City agrees to furnish a vehicle for use by the Appointee or to reimburse the Appointee for the use of his private vehicle as occasionally required in the course of employment in accordance with written City policy. Such written policy shall change from time to time. This position has been identified as a position that requires regular take-home use of a vehicle.

Section 11. Professional Development.

(a) The City agrees to budget and to pay for professional memberships in professional organizations relevant to the Appointee's profession, consistent with the City's administrative policy, and such terms as the Mayor may specify in writing. Participation in such professional organizations, including meetings, contributing to professional publications and other such activities is encouraged and shall be considered a part of the Appointee's normal job duties.

(b) The Appointee shall also receive authorization to attend, plus registration, travel and reasonable expenses for short courses, conferences and seminars that are necessary for personal development and for the good of the City. Attendance and payment shall be subject to budget limitations and to established travel policies and procedures.

Section 12. Copyrights.

(a) Any copyrights or patents for materials produced as part of the Appointee's normal work duties shall be the property of the City.

(b) If the Appointee desires to produce such copyrightable or patentable materials related to City employment outside of the normal work duties, the Appointee shall inform the Mayor in writing prior to commencing such work. Prior to approval, the Mayor and the Appointee shall

reduce their understanding with respect to such work to writing in such form as has been approved by legal counsel.

Section 13. Financial Disclosure, Ethics, and Purchasing.

(a) The Appointee shall make timely and accurate financial disclosures as required by law, ordinance and written City policy.

(b) Ethics/Purchasing. The Appointee acknowledges that he is restricted from buying from or selling certain goods or services to the City. The Appointee acknowledges the existence of such restrictions contained in the City's policies, ordinances and state statutes, as they may exist or may be amended or promulgated from time to time. The Appointee shall adhere to all ethics requirements as required by law, ordinance and written City policy.

Section 14. Bonding. The City shall bear the full cost of any fidelity or other bonds required of the Appointee under any law or ordinance.

Section 15. Notices. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to the Mayor's Office, 400 S. Vine Street, Urbana, Illinois 61801, and to the Appointee's home address on file in the Personnel Division. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Illinois. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16. General Provisions.

(a) The text herein shall constitute the entire Agreement between the parties.

(b) This Agreement shall become effective immediately upon execution by the Mayor.

(c) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(d) No amendment of this Agreement shall be effective unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by its City Clerk, and the Appointee has signed and executed this Agreement, both in duplicate, the day and year first written above.

CITY OF URBANA, ILLINOIS

By: _____
Mayor
Appointee

By: _____

Date: _____

ATTEST: _____
City Clerk

Date: _____