

CITY OF SULLIVAN
CITY ADMINISTRATOR EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this 21st day of November 2016, by and between the City of Sullivan, a municipal corporation (hereinafter called "City"), and Dan L. Flannell (hereinafter called "Employee"), both parties agree as follows:

WHEREAS it is the desire of the City Council to employ the services of the Employee in the position of City Administrator of the City of Sullivan; and

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

WHEREAS, it is the desire of City to secure and retain the services of Employee and provide inducement for him to remain in such employment; and

WHEREAS, Employee desires to enter into a contractual arrangement with City for the position of City Administrator.

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

1. Duties: City hereby agrees to employ the Employee as City Administrator of the City of Sullivan in accordance with all of the provisions of the Illinois Municipal Code, City Code and specific City Ordinance, which relate to the performance of that office.

2. Term: The provisions of this Contract shall commence the 15th day of January 2017, for a term of five (5) years, ending on the 14th day of January 2022. This Contract may be terminated as provided in Section 11 hereof.

3. Salary: The initial annual salary shall be \$92,500.00, paid in accordance with City's normal and ordinary payroll practices for other City employees. Nothing in this contract shall be construed to prevent the Council from increasing Employee's salary if the Council determines that Employee has performed to the Council's satisfaction and that additional compensation is warranted.

4. Hours of Work: It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the City and to that end Employee will be allowed to take reasonable administrative time off as he shall deem appropriate during normal office hours. However, that day-to-day supervision of City

staff and employees is an essential part of Employee's duties and shall be a factor in Employee's evaluation under the later terms of this contract.

5. Outside Employment Activities: Employee shall not engage in outside-compensated employment of any type as the position of City Administrator is considered full-time employment. The only exception shall be the right of Employee to perform compensated marriage and/or civil union ceremonies in his capacity as a retired member of the Illinois judiciary.

6. Working Facilities: Employee will be furnished with working facilities, equipment and services suitable to his position and adequate for the performance of his duties.

7. Employee Benefits: In addition to the annual Salary as set forth above, Employer shall provide Employee the following benefits:

A. Vacation: Employee will be immediately credited with fifteen years of employment service for the purposes of calculation of paid vacation time per year. The Employee agrees not to take more than seven (7) consecutive days of paid leave without the prior approval of the Mayor. Employee shall also receive personal days, sick leave, holiday, bereavement and other leave and benefits in the same number and manner as provided to other exempt personnel.

B. Health Insurance: City shall provide the same health, dental and vision insurance package as it provides to other employees unless Employee waives such coverage in consideration of the salary agreed upon between the parties.

C. FICA/IMRF Contributions: City shall made appropriate contributions for the benefit of Employee under the F.I.C.A. and Illinois Municipal Retirement Fund.

D. Provision of Vehicle or Allowance: City shall provide a suitable city owned vehicle for the Employee's exclusive and unrestricted use. City shall pay for all fuel, maintenance, repairs and insurance coverage for the vehicle. The vehicle provided shall be in safe operating condition and will be replaced by City prior to the vehicle reaching 125,000 miles on its odometer. Alternatively, City may choose to have Employee provide his own vehicle for city business and

shall reimburse employee pursuant to the terms and conditions of Section 2 of Resolution 16-R, a resolution regulating control of travel expenses pursuant to Public Act 099-0604, a copy of which is attached hereto as Exhibit A. The determination of which vehicle option will be implemented shall be the decision of the City not Employee.

E. Electronics Package: City shall provide Employee with a cell phone with unlimited data plan, a desktop computer for use in Employee's home for City business and a laptop or tablet computer for use during travel.

8. Professional Development: City encourages Employee to participate in the activities of professional organizations to the extent such involvement will be beneficial to the performance of Employee as City Administrator. In this regard, City shall pay the annual membership dues for Employee for such organizations as City and Employee shall agree. City reserves the right, in lieu of paying the cost of an individual membership for Employee, to secure any such memberships in the name of and for the City of Sullivan in such organizations. Employee may attend locally conducted professional organization meetings, seminars and workshops, which in his judgment will be beneficial to City and to his performance as City Administrator. City shall reimburse Employee all reasonable expenses he shall incur in attending such activities in accordance with the terms and conditions of Section 2 of Resolution 16-R, a resolution regulating control of travel expenses pursuant to Public Act 099-0604, a copy of which is attached hereto as Exhibit A. With prior approval of the Mayor, Employee may attend one Illinois and one National conference of a professional organization whose activities are related to municipal government or management; and City shall pay all reasonable costs and expenses necessary for Employee to attend such conferences in accordance with terms and conditions of Section 2 of Resolution 16-R, a resolution regulating control of travel expenses pursuant to Public Act 099-0604, a copy of which is attached hereto as Exhibit A.

9. Indemnification: City agrees to indemnify and defend Employee in the manner required by State law and to pay the full cost of any fidelity or other bond required of the Employee.

10. Evaluation: Employee's job performance will be evaluated no later than six (6) months from this contract and periodically thereafter under the direction of the Mayor. Employee shall be evaluated using, in part, those goals mutually agreed to in writing by Employee and City prior to the start of each year of this Contract. Based upon the evaluation of Employee's performance, City shall consider whether to extend Employee's contract and/or whether to give Employee a merit-based increase in salary for the following year (in addition to any increases provided in any salary schedule now in effect or hereafter adopted by City).

11. Removal from Office:

A. Notwithstanding anything contained herein to the contrary, Employee may be removed from office and this contract may be terminated as follows:

- i. By mutual agreement of the parties hereto;
- ii. By the resignation, abandonment of office or death of Employee; and,
- iii. By removal by the City Council pursuant to Illinois statute.

B. If Employee is removed without cause, City shall pay the Employee severance benefits as follows:

i. If within the first two (2) years of this contract, City will pay Employee 1.5 times the annual salary then in effect, to be paid in 18 equal monthly installments with the first installment due within 15 days of the date of such removal from office.

ii. If the removal without cause occurs after two (2) years from the date of this contract City will pay Employee 0.5 times the annual salary then in effect, to be paid in six (6) monthly installments with the first installment due within 15 days of the date of such removal from office.

C. If Employee is removed for just cause, then Employee shall not be entitled to any of the Severance Benefits set forth above. As used in this Contract, "just cause" refers to some substantial shortcoming that makes the Employee's continued employment detrimental to the discipline and efficiency of

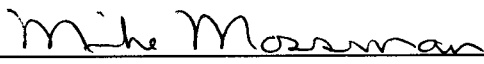
the City and something which law and sound public opinion recognize as good reason for the employee no longer occupying the office of City Administrator.

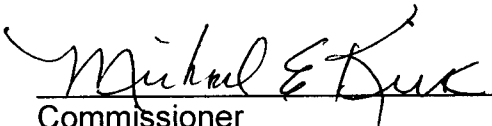
12. Waiver of Breach: The waiver by City of a breach of any provision of this contract by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

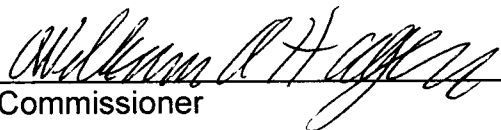
13. Only Contract: This Contract shall reflect all of the negotiations of the parties and shall supersede all other earlier agreements or promises.

IN WITNESS WHEREOF, City has caused this Contract to be signed and executed on its behalf by the City Council and attested by its City Clerk and the Employee has signed and executed this Contract by adding his name hereto.

City Council, City of Sullivan, Illinois



Commissioner


Commissioner


Commissioner

ATTEST:


Monte Johnson, City Clerk


DAN L. FLANNELL, Employee

RESOLUTION 16-R

A RESOLUTION REGULATING CONTROL OF TRAVEL EXPENSES PURSUANT TO PUBLIC ACT 099-0604

WHEREAS, the City Council of the City of Sullivan, Illinois, has determined that regulation of Travel Reimbursement is in the best interest of the City of Sullivan;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sullivan, Illinois

Section 1: That official business shall only be those duties, activities, and functions which are required for the operation of the City of Sullivan. The definition of official business of any employee or department is that approved by the City Administrator or his/her designee.

Section 2: That when the use of a City issued/owned vehicle is unavailable or inappropriate, the reimbursement rate for travel using a personal vehicle shall be at the current standard mileage rate as determined by the IRS.

Section 3: That for overnight travel, employees shall be reimbursed their reasonable expenses for meals up to a maximum of \$10 for breakfast, \$10 for lunch, and \$20 for dinner. Meals will not be reimbursed if that meal is included with the conference being attended.

Section 4: That for overnight travel, hotel expenses shall be reimbursed at the conference rate for hotels that are booked in conjunction with the conference being attended. If a conference rate is not available for hotels, the maximum reimbursable rate shall be \$125 per night, plus taxes and fees.

Section 5: That if airline travel is appropriate, the actual cost of the flight shall be reimbursed at the coach rate for the most reasonable flight available. Any upgrades over coach will not be reimbursed by the City, and the difference must be paid for by the employee.

Section 6: That if the use of a rental car is necessary and appropriate, the City shall reimburse the actual cost of the rental, fees, and taxes, at the economy or compact rate. Any upgrades will not be reimbursed by the City, and the difference must be paid for by the employee.

Section 7: That if expenses for parking, bus fare, taxis, or tolls are required and appropriate for travel, the City will reimburse the actual cost of such service.

Section 8: That a roll call vote of the governing board be required for approval of expenses of an officer or employee that exceed the maximum allowable reimbursement.

Section 9: That a roll call vote shall be required for any reimbursable request for expenses incurred by any member of the governing board.

Section 10: That reimbursement for entertainment expenditures be strictly prohibited. "Entertainment expenditures" do not include anything ancillary to the purpose of the program or event.

Section 11: That a standardized form for use in obtaining reimbursement be established and attached as part of this resolution. Submitting a digital and automated version of the attached form is also acceptable.

Section 12: That this standard form be filled out by each individual requesting reimbursement and be presented to the governing board for approval when required under Sections 8 and 9. This form shall include the name and title of the requestor, a cost estimate of expenses not yet incurred or a receipt if expenses have been incurred, and the date or dates and the nature of the official business wherein the expenses were or will be incurred.

Section 13: This Resolution shall be in full force immediately upon passage and approval.

Passed this 14th day of November, 2016, by the City Council of the City of Sullivan, Moultrie County, Illinois, and deposited and filed in the office of the City Clerk of said City on that date.

	AYE	NAY	ABSTAIN	ABSENT
Short	X			
Mossman	X			
Kirk				X
Hagen	X			
Johnson	X			

Monte A. Johnson
Monte Johnson, City Clerk

Signed by the Mayor of the City of Sullivan, Moultrie County, Illinois, this 14th day of November, 2016.

Ann Y. Short
Ann Y. Short, Mayor

Attest:

Monte A. Johnson
Monte Johnson, City Clerk



City of Sullivan Travel Expense Reimbursement Form

Name _____
Job Title or Office _____
Destination _____
Reason for Travel _____
Date(s) of Travel _____

Reimbursable Expenses

Registration or Enrollment \$ _____

Motel or Lodging \$ _____

Meal Allowances: \$10 max Breakfast \$ _____

\$10 max Lunch \$ _____

\$20 max Dinner \$ _____

Other Qualified Expenses:

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

Mileage _____ miles x _____ \$ _____
Total miles X (current rate)

Qualified Expenses Incurred Due To Employee \$ _____

Signature Date

NOTICE.... All expenses must comply with Resolution 16-R, City of Sullivan, IL