

**BUILDING OFFICIAL AND ZONING DIRECTOR
Employment Contract**

Introduction

This Agreement, made and entered into this ____ day of October, 2018, by and between the City of Monmouth of Illinois, a municipal corporation, (hereinafter called "Employer") and JOSEPH E. CLARK, (hereinafter called "Employee") an individual who has education, training and experience in information systems, and is qualified to serve as the BUILDING OFFICIAL and ZONING DIRECTOR for the City of Monmouth, agree as follows:

Section 1: Term

The term of this agreement shall be for an initial period of 36 Months from October 17, 2018 to April 30, 2021. This Agreement shall automatically terminate on April 30, 2021 unless mutually extended in writing by the Employer and Employee.

Section 2: Duties and Authority

Employer agrees to employ JOSEPH E. CLARK as the City's Building Official and Zoning Director to perform the functions and duties specified in the job description identifying the position of Building Official and Zoning Director for the City of Monmouth, and any other duties assigned by the City Administrator thereto, and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

A. Salary: Employer agrees to pay Employee an annual base salary of \$41,000.00 all payable in installments at the same time that the other management employees of the Employer are paid.

B. The Employee may be entitled to annual salary increases during the term of this Agreement, with all said increases being commensurate with his job performance/evaluation referenced in Section 11. of this Agreement and commensurate with salary increases for other department heads employed by the Employer.

C. The Employee shall be entitled to \$2,000.00 increases (prorated in the year that said certification is earned in relation to May 1st the start of the fiscal year for the City) in his base salary for appropriate certifications he receives from the International Code Council. All certifications must be approved by the City Administrator. Further, the Employee may receive no more than eight (8) certifications during the term of this Agreement. Said certifications include, Zoning Inspector, Residential Building Inspector, Commercial Building Inspector, Plans Examiner, Residential Mechanical Inspector, Commercial Mechanical Inspector, Residential Electrical Inspector and Certified Building Official.

Section 4: Health, Disability and Life Insurance Benefits

The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, and comprehensive medical insurance for the Employee only. The Employee may enroll his immediate family in the Employer's group health insurance plan at the Employer's standard rates as may be set from time to time. The Employee will not be eligible for coverage under the City's group health insurance plan until November 1, 2018.

Section 5: Vacation, Sick, Personal and Military Leave

- A. Upon commencement of the term of this agreement, the Employee shall be vested with fifteen (15) days vacation per year. In the event that the Employee does not use all of said fifteen (15) days of vacation during any one (1) year period from January 1st through December 31st, of this agreement, the Employee may elect to be compensated as an additional cash payment above the compensation outlined in Section 3 of this Agreement for up to five (5) days of unused vacation time, at his then annual rate of compensation. In the event of termination, the Employee shall be entitled to payment for any unused vacation days, which shall accrue at the rate of 1.25 days per month for purposes of this calculation, above and beyond the severance payment outlined in Section 9 of this Agreement.
- B. Upon commencement of the term of this agreement, the Employee shall be vested with twelve (12) sick days per year and five (5) personal days per year. Said sick days and personal days shall not accrue or carryover each year. Those sick and personal days not used in any one (1) year period from January 1st through December 31st of this agreement shall NOT carryover to subsequent years. In the event of termination the Employee shall be compensated for any unused sick and personal days not used in the current year of this agreement. Said compensation, upon termination shall never exceed seventeen (17) days.

Section 6: Retirement

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all contributions on the Employer's behalf. The Employee shall be responsible for his statutory share of required contribution to the retirement system. The Employer will deduct all applicable contributions from the Employee's wages.

Section 7: General Business Expenses

- A. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, not to exceed \$1,000.00 annually.
- B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer, not to exceed \$1,000.00, annually.

- C. Employer recognizes that certain out of pocket job related expenses may be incurred by the Employee, and agrees to reimburse the Employee for any out of pocket job related expenses.
- D. The Employer acknowledges the value of having Employee participates and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs organizations.
- E. The Employer shall provide Employee with a computer, necessary software and a fax/modem. Employee agrees that her use of said computer, software and fax/modem shall be limited to official business of the Employer only.

Section 8: Termination

For the purpose of this agreement, termination shall occur upon:

- A. The majority of the City Council votes to terminate the Employee at a duly authorized public meeting; or
- B. The City Council asks for the resignation of the Employee and the City Council then accepts said resignation; or
- C. The Employer reducing the compensation, as defined in Section 3 of this agreement, of the Employee, unless said reduction is applied in no greater percentage than the average reduction of all department heads employed by the Employer; or
- D. The resignation of the Employee; or
- E. The death of the Employee.
- F. The expiration of the term of this Agreement as set forth in Section 1. above.

Section 9: Severance

Severance shall be paid to the Employee when employment is terminated, as defined in Section 8, subparagraphs A or B, only.

If the Employee is terminated, as defined in Section 8, subparagraphs A. or B., the Employer shall provide a minimum severance package, which shall include the following:

- A. Payment equal to three (3) months salary of the Employee at the then current rate of pay. Payment of said sum shall be paid in a lump sum, within thirty (30) days of termination, unless otherwise mutually agreed to by the Employer and the Employee.

B. Health insurance for the employee only, for a period of three (3) months from the date of the termination.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 10: Resignation

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of thirty (30) days notice unless the parties agree otherwise.

Section 11: Performance Evaluation

Employer shall annually review the performance of the Employee in April of each year. Said performance review shall include at a minimum a written evaluation and a meeting to discuss the written evaluation.

Section 12: Hours of Work

The Employee shall complete a minimum of forty (40) hours of work per week during the term of this agreement, save holiday and sick leave. The Employer and Employee, however, agree that the Employee must devote time outside the normal office hours of 8:00 a.m. to 4:30 p.m., and accordingly the Employee is granted the power to establish an appropriate work schedule for himself.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. The Employer, however, recognizes that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community. Accordingly, the Employee may elect to accept limited teaching, consulting or other business opportunities, provided said engagements neither interfere with the Employee's employment under this agreement nor place the Employee in conflict of interest with the Employer.

Section 14: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Other Terms and Conditions of Employment

The Employer, upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the

Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Monmouth Charter or any other law.

Section 16: General Provisions

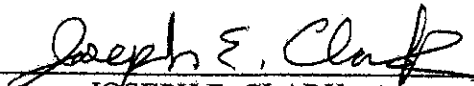
- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged and rendered null and void by this agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their respective heirs, assigns, executors, personal representatives and successors in interest.
- C. **Effective Date.** The Agreement becomes effective as of October 17, 2018.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision of this agreement. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modifications of the invalid provision.

IN WITNESS WHEREOF, the City of Monmouth 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 above written.

EMPLOYER:
CITY OF MONMOUTH

EMPLOYEE:
BUILDING OFFICIAL and ZONING
OFFICER

By: _____
LEW STEINBRECHER
City Administrator


JOSEPH E. CLARK