

**ORDINANCE NO. 19-55**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT WITH MITCHELL BAIR REGARDING A CITY  
MANAGER'S EMPLOYMENT AGREEMENT**

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**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Collinsville, that the Mayor is authorized to sign the Agreement attached hereto, which is hereby approved as to form, between the City and Mitchell Bair with regard to the appointment and employment of a City Manager, to retroactively commence and be effective as of May 23, 2019.

**PASSED** by the Council and Approved by the Mayor on July 22, 2019.

Ayes: Stehman, Green, Jerome, Hausmann, Miller

Nays: None

Absent: None

Approved: July 22, 2019



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**JOHN MILLER, MAYOR**

ATTEST:



\_\_\_\_\_  
**KIM WASSER, CITY CLERK**

RECORDED: \_\_\_\_\_

# **CITY MANAGER EMPLOYMENT AGREEMENT**

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This **EMPLOYMENT AGREEMENT**, made this 22nd day of July, 2019, between the **City of Collinsville, Illinois**, hereinafter referred to as the "City" or "City Council" and **Mitchell Bair**, hereinafter referred to as the "City Manager" or "Employee".

## **WITNESSETH:**

**WHEREAS**, the City Council and the City Manager have negotiated the terms and conditions for the employment of Mitchell Bair as the City Manager for the City of Collinsville;

**WHEREAS**, under the Illinois Constitution and the laws of the State of Illinois, the City of Collinsville is an home-rule municipality and hereby exercises its powers and authorities as a home-rule municipality in entering into the conditions and obligations provided for in this Agreement; and

**WHEREAS**, the City Council and the City Manager wish to set forth the terms in greater detail governing their future employment relationship.

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

### **I. EMPLOYMENT AND TERM**

(A) The City hereby hires and employs the City Manager, and the City Manager accepts employment from the City upon terms and conditions herein set forth. Such terms and conditions shall constitute the entire employment agreement between the City and the City Manager and no other terms and agreements between them, whether written or unwritten, shall have any force and effect.

(B) The term of the Employment Agreement shall commence and be effective as of May 23, 2019 and shall continue through May 22, 2024, or as otherwise hereinafter provided.

(C) All terms in this agreement shall be retroactive to May 23, 2019.

### **II. DUTIES AND RESPONSIBILITIES OF THE CITY MANAGER**

(A) The City Manager shall faithfully and efficiently undertake the duties hereinafter stated commencing on the date set forth in the Ordinance by the City Council approving this

## Employment Agreement.

(B) The City Manager shall be the chief administrative officer of the City. He shall see that the Municipal Code and all Local Laws, Ordinances, Resolutions and policies of the City Council, and all State laws subject to enforcement by City action are faithfully enforced and executed.

(C) The City Manager shall direct and supervise the administration of all departments, offices and agencies of the City and shall appoint and, when necessary for the good of the City, suspend or remove any City employee.

(D) The City Manager shall have, exercise and perform all functions, powers and duties vested by the State, Local Law, Ordinance or Resolution as the chief administrative officer of the City and other duties which the City Council shall from time to time assign if not in conflict with this Agreement.

(E) The City Manager shall attend all meetings of the City Council with the right to take part in the discussions, but without the right to vote.

(F) The City Manager shall negotiate all contracts with employee bargaining units subject to ratification thereof by the City Council, or delegate such duty to such other persons as the City Manager may deem qualified.

(G) The City Manager shall comply with, and honor the City Management's Code of Ethics adopted by the International City/County Management Association.

(H) The City Manager shall devote his time and efforts to his duties and responsibilities as City Manager. The City Manager shall not spend more than 10 hours per week teaching, counseling or other non-employer connected business without prior approval of the City Council.

(I) The City Manager shall be substantially responsible for the duties as related in the current job description for the City's Director of Economic Development, as attached hereto.

### **III. COMPENSATION AND BENEFITS**

(A) The City shall pay the City Manager for his services rendered pursuant hereto an annual base salary as follows:

1. \$170,000 from May 24, 2019 through December 31, 2019;
2. \$175,000 from January 1, 2020 through December 31, 2020;

3. \$180,000 from January 1, 2021 through December 31, 2021;
4. \$185,000 from January 1, 2022 through December 31, 2022;
5. \$190,000 from January 1, 2023 through May 22, 2024.

The City Manager shall be paid at the same time and in the same manner as all other Department Heads for the City.

(B) At its discretion, from time to time the City Council may review and evaluate the performance of the City Manager. On an annual basis, the City Council may review and evaluate whether the City Manager has been and will be able to provide the additional duties formerly performed by the Director of Economic Development, as related by Section II (I) of this Agreement.

(C) The City Manager shall receive the same benefits as the other existing management staff of the City with the following stipulations:

1. At no cost to the City Manager, the City shall provide the same health, dental, and vision insurance coverage options for the City Manager, his spouse, and his eligible children, as it does for other full time City employees.
2. The City agrees to purchase and to pay the required premiums on a term life insurance policy equal to the annual gross salary of the City Manager.
3. The City Manager will continue to participate in the Illinois Municipal Retirement Fund (IMRF) as a Regular Tier 1 member. IMRF provides retirement, disability and death benefits in accordance with the Illinois Pension Code. The City Manager's contribution rate will be 4.5% of gross earnings.
4. The City shall grant the City Manager five (5) weeks of paid vacation.

The City Manager shall be given the same terms and conditions for vacation leave given to other non-union full time department head personnel; except that upon the effective date of this Employment Agreement, the City Manager shall be granted all of the accrued vacation time he has earned through his current and prior employment with the City. The City Manager shall be allowed to carry forward accrued vacation into the following year up to the greater of: a) 10 days; or b) that which is allowed for carrying forward by non-union full time department head management personnel. There shall be no payout options available from the City for unused vacation days by the City Manager.

If during this Agreement the terms and conditions for vacation given to other non-union full time department head personnel change and exceed

those of the City Manager, the City Manager shall receive the more favorable terms and conditions.

5. The City Manager shall be given the same terms and conditions for sick leave given to other non-union full time department head personnel; except that upon the effective date of this Agreement, the City Manager shall be granted all of the accrued sick leave time he has earned through his current and prior employment with the City.

6. The City agrees to pay to the City Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$500.00 per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a personal vehicle. The vehicle allowance shall be paid in equal payments at the same time and manner as the City Manager's base salary. The City Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for gas, oil and all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The City Manager shall have until October 22, 2019 in which to exercise this provision with the purchase or lease of a vehicle, or said provision shall be null and void unless an extension is granted by the City Council.

7. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement or any law.

8. At the end of each calendar year, the City shall pay on the City Manager's behalf an annual deferred compensation amount of \$7,000.00 to a qualified tax deferred plan of the City Manager's choosing.

(D) If the City Manager is permanently disabled or is otherwise unable to perform his duties with reasonable accommodation because of sickness, accident, injury, mental incapacity or health, the City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section IV (C). However, the City would not exercise its option to terminate the Agreement until the City Manager's utilization of all vacation and sick leave.

#### **IV. TERMINATION**

(A) The basic term of this Agreement shall be from the commencement and effectiveness date of May 23, 2019, until the expiration of the City Manager's tenure as otherwise provided for herein. Consistent with the Illinois Municipal Code and this Agreement and the parties agree that nothing herein shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time.

(B) In the event the City Manager is subject to termination by the City Council while the City Manager is willing to perform the duties of City Manager, the following provisions shall apply:

1. The City may terminate the Employee's appointment pursuant to the applicable provisions of Article 5 of the Illinois Municipal Code or Chapter 2.12 of the Collinsville Municipal Code, as may be amended from time-to-time.

2. If terminated without just cause before May 22, 2024, the Employee shall cease his duties as City Manager and the City agrees to pay the City Manager any accrued unused vacation pay and sick leave, plus a lump-sum cash payment equal to 120 days of base compensation, to be made in one single payment within (30) days of separation.

3. Consistent with the provisions of Article III (C)(1), medical insurance benefits provided to the City Manager shall continue during the severance periods provided for in paragraph 1 of this Section.

4. The disability of the City Manager is if he cannot perform his duties for a period beyond the utilization any accrued vacation and sick leave.

5. Just cause includes acts involving moral turpitude or conduct unbecoming an officer of the City in accordance with the procedures set forth in applicable state statutes, and cases provided therefore.

(C) In the event the position of City Manager is eliminated or in the event the duties and responsibilities are abridged through changes by referendum, the Illinois Municipal Code or State law, the City shall pay the City Manager the severance and benefits as found in Paragraph (B).

(D) In the event the City Manager voluntarily resigns his position with the City, the City Manager shall give the City thirty (30) days written notice in advance, but shall not be entitled to the severance pay as found in Paragraph (B).

(E) In the event the City Manager resigns he shall receive payment for all accumulated leave time including vacation, sick leave and other time as allowed under the law.

(F) In the event the City Manager is terminated without just cause (acts involving moral turpitude or conduct unbecoming an officer of the City) or the position is eliminated, he shall receive payment for the severance as found in Paragraph (B) plus accrued vacation and sick leave as allowed under the law. If the City Manager is terminated with just cause, or his conviction of any criminal act or if he entertains a plea of guilty thereto, then he shall not be entitled to the severance and benefits found in Paragraph (B).

**V. OTHER TERMS**

(A) The City agrees to pay for the dues and subscriptions of the City Manager necessary for his continuation and participation in national, regional and state professional associations and organizations.

(B) The City agrees to pay for the travel, subsistence and all employment-related expenses of the City Manager relating to official functions of the City and for the City Manager's attendance at national, regional and state professional association and organization meetings.

(C) Unless otherwise inconsistent with its Employee Handbook, the City shall reimburse the City Manager or pay in advance for all reasonable employment-related expenses, including but not limited to meals and one (1) civic club membership.

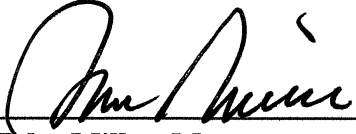
(D) The City shall defend, save harmless and indemnify the City Manager against any tort, professional liability claim or demand, or any other legal action whether groundless or otherwise, arising out of an act or omission occurring in the legitimate and proper performance of the City Manager of his duties for the City in this capacity. The City shall defend or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City Manager shall have no financial responsibility, or suffer no financial loss, as a result of any action brought against him as it relates to his undertaking of the duties of City Manager.

(E) This Agreement constitutes the entire terms and conditions between the parties and this Agreement may not be modified except in writing and will be binding upon the successors and assigns of the City, including all future City Council members.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have signed this Agreement the 22nd day of July, 2019.

**CITY OF COLLINSVILLE**



**John Miller, Mayor**

**CITY MANAGER/EMPLOYEE**



**Mitchell Bair**

**MITCHELL BAIR CITY MANAGER EMPLOYMENT AGREEMENT**

**July 22, 2019**