

ORDINANCE NO. 21 - 32

ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF THE CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS

WHEREAS, the City of Oakbrook Terrace (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Section 3.1-30-5 of the Illinois Municipal Code (65 ILCS 5/3.1-30-5) authorizes the Mayor by and with the advice and consent of the City Council to appoint officers necessary to carry into effect the powers conferred upon the City;

WHEREAS, Sections 32.050 and 32.053 of the Code of Oakbrook Terrace, Illinois, establish the position of City Administrator as an officer of the City, to be appointed by the Mayor with the advice and consent of the City Council and provide that the City Administrator's rate of compensation shall be set and adjusted from time to time as the City Council deems appropriate;

WHEREAS, Amy L. Marrero was duly appointed and has served as City Administrator commencing October 24, 2014, and at which time entered into an Employment Agreement providing certain benefits and establishing certain conditions of her employment with the City; and

WHEREAS, the City Council has reviewed the City Administrator's performance of her duties and has determined that her job performance merits changes to her compensation and employment benefits;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the City enter into an Employment Agreement with Amy L. Marrero to provide for the compensation, terms and conditions of the office of City Administrator. The prior Employment Agreement with Amy L. Marrero, as amended, is hereby terminated as of the effective date of the new Employment Agreement.

Section 3: The Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized to attest on behalf of the City the Employment Agreement, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 4: This ordinance shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 26th day of October 2021, pursuant to a roll call vote as follows:

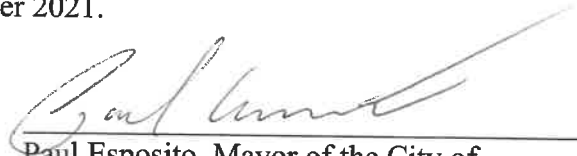
AYES: Fitzgerald, Barbari, Greco, Beckwith, Vlach, Rada

NAYS: None

ABSENT: None

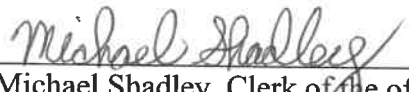
ABSTENTION: None

APPROVED by me this 26th day of October 2021.



Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 26th day of October 2021.



Michael Shadley, Clerk of the of the City
of Oakbrook Terrace, DuPage County, Illinois

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into this 26th day of October 2021, by and between the City of Oakbrook Terrace, a municipal corporation, (hereinafter referred to as the “City”), and Amy L. Marrero (hereinafter referred to as the “Employee”) (collectively from time to time referred to as the “Parties”).

WITNESSETH:

WHEREAS, the City is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City desires to employ the services of the Employee as the City Administrator/Finance Director; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Employment and Duties. The City hereby employs the Employee, and the Employee hereby accepts the employment as the City Administrator/Finance Director of the City in accordance with all the provisions of the Code of Oakbrook Terrace, Illinois, that relate to the performance of the duties of such position, as such provisions may be in effect from time to time, and in accordance with the terms of this Agreement. The Employee shall perform such duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all rules and regulations of the City related to the Employee’s employment.

2. Employment Commencement and Term. The Employee’s employment commenced November 1, 2014, pursuant to the terms set forth in an Employment Agreement by and between the City and the Employee dated October 28, 2014 (the “Original Agreement”). This Employment Agreement supersedes and voids the Original Agreement and all other prior agreements, written or oral, between the City and Employee. This Employment Agreement shall be effective for the balance of the current term of the current Mayor; provided that the Employee serves at the pleasure of the Mayor and the City Council, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Mayor and the City Council to terminate the employment of the Employee at any time, subject only to the provisions set forth herein. The Employee shall be considered an “at-will” employee of the City. The City may extend the initial term, which extension of the initial term shall be by appointment by the Mayor and confirmed by City Council. If said term is not extended for employment as City Administrator, the City may extend the initial term as Finance Director, which extension of the initial term shall be by appointment by the Mayor and confirmed by the City Council. The City’s obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment’s being required, in any year for which the corporate authorities of the City or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The City shall give the Employee notice of such

termination for funding as soon as practicable after the City becomes aware of the failure of funding. This Agreement shall remain in full force and effect until terminated by the City or the Employee as provided herein. Failure to extend the initial term shall constitute termination.

3. **Resignation.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position as City Administrator/Finance Director, by giving a minimum of thirty (30) days' written notice to the City. The Employee shall be entitled to all salary and benefits, including unused vacation days that accrued to the Employee through and including the effective date of her resignation so long as the Employee continues to perform her full-time duties for the City, exclusive of vacations days to which she is entitled and sick and personal leave days. All compensation provided for in this Agreement shall cease upon the effective date of the Employee's resignation, provided that the Employee shall be entitled to continuation of health insurance benefits for thirty (30) days after the effective date; and then, the continuation of the health insurance benefits will be at the Employee's own expense.

4. **Termination and Severance Pay.** The Employee may be removed from office and her employment terminated at any time by the Mayor, provided that the Mayor reports to the City Council the reason for the removal within the time limits prescribed by law. The Employee may be restored to office, after having been removed by the Mayor, by a vote of two-thirds of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City's right to terminate this Agreement, with or without cause, at any time, subject only to the provisions set forth in this Section 4, applicable federal, state and local laws, and the City's Personnel Manual. To the extent there is any conflict between the language of this Agreement and the Manual, the language of this Agreement shall control.

A. In the event the Employee is terminated by the City without cause, the City agrees to compensate the Employee twenty (20) weeks total compensation, including continuation of all benefits during the twenty- (20-) weeks termination period ("Termination Period"). The compensation shall be paid immediately in consecutive monthly installments, each of which shall be equal to the total monthly salary and benefits due and payable to the Administrator for the last full month of employment prior to the notice of termination. These payments shall continue as if the Administrator had remained in City employment for the termination period, or until the Administrator secures other full-time employment, whichever occurs first. The City shall provide sixty (60) days prior written notice of its decision to terminate this Employment Agreement. In consideration for, and as a condition precedent to provision of all benefits under this paragraph, Employee shall execute a general release releasing City from any and all causes of action, claims and demands which Employee might have against the City.

B. If the Employee is terminated for cause, which shall include, but not be limited to: (a) conviction of any felony involving dishonesty or moral turpitude; (b) conviction of any misdemeanor involving dishonesty that results in a traceable and identifiable detrimental financial impact upon the City, but excluding any other misdemeanor or petty offense such as a traffic violation or infraction; (c) conviction of any criminal act relating to the Employee's employment with the City and/or affecting the ability of Employee to carry out the duties and responsibilities of the position of City Administrator/Finance Director; (d) conduct, relating to City employment, which, while not

criminal in nature, violates the City's Personnel Manual, the rules and regulations of the City or other reasonable standards of professional and personal conduct in some substantial manner; (e) a breach of this Agreement; or (f) failure to satisfactorily perform the duties and responsibilities of the position of City Administrator/Finance Director, then the City shall not be obligated to make any severance payment to the Employee.

C. Upon the termination of the Employee's employment with the City, regardless of cause therefor, the Employee shall promptly surrender to the City all property provided to her by the City for use in relation to her employment.

5. **Salary.** The City agrees to pay the Employee, for her services rendered pursuant hereto, an annual base salary of One Hundred Thirty-Seven Thousand Eight Hundred Ninety-Six Dollars (\$137,896.00), payable at the same time as other employees of the City are paid.

A. Effective October 26, 2021, but retroactive to May 1, 2021, the employee will be entitled to a 4% increase for Fiscal Year 2022. On every May 1st thereafter, the City shall increase the Employee's base salary in an amount at least equal to the general pay increase, if any, for other non-represented employees of the City.

B. If Employee is able to revert to her position as Finance Director, her salary for such position shall be adjusted with the same pay, compensation and benefits, excluding vacation time, in existence on September 9, 2013, but to include the same percentage increases as other City exempt management employees received during the term of this Agreement.

6. **Deferred Compensation Plan.** City agrees to execute all necessary agreements provided by the ICMA Retirement Corporation (ICMA-RC) deferred compensation plan for Employee's participation in said supplementary retirement plan. Effective May 1, 2022, and each May 1 thereafter, the City agrees to make an annual contribution to the ICMA Retirement Corporation deferred compensation plan in the amount of three percent (3.00 %) of the Employee's annual salary at that time.

7. **Additional Life Insurance Benefit.** In addition to the provision of the face amount of one times annual salary (\$138,000) of term life insurance as provided to all employees of City, the City shall provide for the Employee, at the City's sole expense, an additional term life insurance policy in the face amount of \$200,000.

8. **Other Benefits.**

A. **Automobile Allowance.** The City agrees to pay the Employee a monthly automobile allowance in the amount of \$500.00, to be paid in installments in accordance with the City's normal payroll schedule.

B. **Use of Laptop and Cell Phone.** The City agrees to provide the Employee with a laptop computer and cell phone at the City's expense. The Employee shall use said cell phone and laptop computer in accordance with City policies regarding such use.

C. **Health and Life Insurance.** The City shall provide for the Employee such

health and life insurance as are provided for all employees of the City and on the same terms and conditions as such benefits are provided to such employees.

D. Vacation, Sick Leave, Holidays and Personal Days. The Employee shall be entitled to twenty-five (25) days of vacation time annually for each year of this Agreement. Accumulated vacation shall not be carried over without the express permission of the Mayor and City Council. In the likelihood that Employee will have limited opportunity to use accrued vacation time, Employee shall have the opportunity to sell back a maximum of one (1) weeks' vacation time per calendar year. The Employee shall be provided with all other leave benefits as are provided by the City to all other non-represented employees of the City, including, but not limited to, sick leave, personal days, paid holidays and floating holidays.

E. Retirement and Pension Contributions. The City shall make all retirement and pension contributions required by law for the Employee.

F. Business Expenses. The City agrees to reimburse the Employee for all job-related expenses that are documented in accordance with the City's standards for expense reimbursement.

G. Dues and Subscriptions. Subject to budget approval by the City, the City agrees to pay for the reasonable professional dues and subscriptions of the Employee for her membership and participation in national, statewide and local professional municipal management associations and organizations; and such membership and participation is encouraged for her continued professional growth and advancement in municipal management for the benefit of the City.

H. Professional Development. Subject to budget approval by the City, the City hereby agrees to pay the reasonable travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions of the City. The City also agrees to pay for the travel and subsistence expenses of the Employee for short courses, institutes and seminars that benefit the City.

9. Residency. During the term of this Agreement, the City will not require the Employee to live within the City limits of the City, regardless of whether such a requirement is instituted for other employees at any time.

10. Evaluation. On or before November 1, 2021, the Mayor shall provide the Employee with a written performance review, including an assessment of her performance and satisfactory completion of goals and objectives mutually agreed upon between the Parties. Thereafter, on or before November 1, 2021, of each subsequent year during the term of this Agreement that the Employee is employed, the Mayor shall provide the Employee with an annual written performance review.

11. Exclusivity. During the terms of this Agreement, the Employee shall remain in the sole and exclusive employ of the City and shall not accept other employment or become employed by any other employer without the prior written approval of the Mayor. The term "employed" and derivations of that term as used in the preceding sentence shall include employment by another legal

entity or self-employment, provided that such exclusive employment shall not be construed to preclude the Employee from occasional teaching, writing, speaking or consulting performed on her time off, even if outside compensation is provided for such services. Such activities are expressly allowed so long as such activities do not present a conflict of interest with the City's business and are not conducted on the City's time. In the event overnight travel is required for such non-City-related activities, the City shall be notified in advance; and, if such activities require time off from the Employee's regular working hours, the Employee shall be required to take vacation time.

12. Taxes. The City and the Employee agree to be responsible for any required federal, Illinois or local taxes, as applicable, which they are respectively obligated to pay on all compensation received by the Employee under this Agreement, whether such taxes are to be paid by legally required payroll withholding or otherwise.

13. Entire Agreement. This Agreement represents the entire agreement between the Parties concerning the Employee's employment with the City and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between the Employee and the City or any representative of the City relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to by the Employee and the City Council, set forth in writing and signed by the Employee and the City.

14. Other Terms and Conditions of Employment. The City, upon mutual 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 Code of Oakbrook Terrace, Illinois, or any other state or federal law.

15. Notices. All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, by a nationally recognized overnight courier service, by certified United States mail, return receipt requested and first-class postage prepaid, or by confirmed facsimile transmission. Such communications shall be sent to the parties at their respective addresses as follows:

If to the Employee:

Amy L. Marrero
603 De Lasalle Avenue
Naperville, IL 60565

If to the City:
Mayor
City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181
Phone: 630-941-8300, Ext. 308
Fax: 630-832-1973

With a copy to:
Richard J. Ramello
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, IL 60018
Phone: 847-318-9500
Fax: 847-318-9509

Either party may change such address for delivery to the other party by delivery of a notice in conformity with the provisions of this section specifying such change.

16. Severability. If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected; and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

17. Indemnification. The City shall indemnify the Employee in accordance with the provisions of §32.005 of the Code of Oakbrook Terrace, Illinois, Sections 2-302 and 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/2-302 and 10/5-102) and Section 1-4-6 of the Illinois Municipal Code (65 ILCS 5/1-4-6). The City shall have the right to compromise and settle any claim or suit for which the City is providing indemnification to the Employee.

18. Jurisdiction and Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois, and jurisdiction for any disputes shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

19. Captions. The captions at the beginning of the several sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

20. Assignment. This Agreement shall be deemed to be exclusive between the City and the Employee. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

21. Effective Date. This Agreement shall be effective on the date that the last signatory signs the Agreement. If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety.

22. Termination of Prior Employment Agreement. The Employee's prior Employment Agreement dated the 28th day of October 2014 shall terminate effective on the effective date of this Agreement.

IN WITNESS WHEREOF, the City Council has approved this Agreement and authorized it to be signed on the City's behalf by the Mayor and duly attested by the City Clerk, and the Employee has signed this Agreement by adding her name hereto.

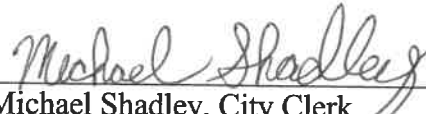
City:
City of Oakbrook Terrace

Employee:
Amy L. Marrero

By: 
Paul Esposito, Mayor


Amy L. Marrero

Attest:

By: 
Michael Shadley, City Clerk