

CITY OF LE ROY  
COUNTY OF MC LEAN  
STATE OF ILLINOIS

ORDINANCE NO. 857 A  
vm

AN ORDINANCE APPROVING A CONTRACT TO EMPLOY A CITY ADMINISTRATOR  
FOR THE CITY OF LE ROY,  
MC LEAN COUNTY, ILLINOIS

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ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY  
THIS 16th DAY OF August, 1999

PRESENTED: August 16, 1999  
PASSED: August 16, 1999  
APPROVED: August 16, 1999  
RECORDED: August 16, 1999  
PUBLISHED: August 16, 1999

In Pamphlet Form

Voting "Aye" 4

Voting "Nay" 1

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The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X Sue Marcum  
City Clerk of the City of LeRoy,  
McLean County, Illinois

Dated: August 16, 1999.

ORDINANCE NO. 857 A

AN ORDINANCE APPROVING A CONTRACT TO EMPLOY A CITY ADMINISTRATOR  
FOR THE CITY OF LE ROY,  
MC LEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that the operation of the government and the various functions of the government of the City of LeRoy will be enhanced and made more efficient by the employment of a City Administrator; and

WHEREAS, the Mayor and City Council of the City of LeRoy have determined that it is in the best interests of the City of LeRoy and of its residents that a City Administrator be employed; and

WHEREAS, the Mayor and City Council have sought applications for employment of a City Administrator, have conducted a search for an individual to serve as City Administrator, and have negotiated with Jeff Clawson, of Columbus, Kansas, to serve as City Administrator for the City of LeRoy,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. The contract, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved.

Section 2: The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that agreement as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the city.

Section 3: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Steve  
Dean, seconded by Dave McClelland, by  
roll call vote on the 16th day of August, 1999, as follows:

Aldermen elected 6

Aldermen present 5

VOTING YAYE:

Steve Dean, Dave McClelland, Dawn Thompson, Dick Oliver

(full names)

VOTING NAY:

Ryan Miles

(full names)

ABSENT:

Ron Litherland

(full names)

ABSTAIN:

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(full names)

OTHER:

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(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 16th day of  
August, 1999.

X Sue Marcum

Sue Marcum, City Clerk of the City of  
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 16th day of

August, 1999.

X Robert Rice

Robert Rice, Mayor of the City of LeRoy,  
McLean County, Illinois

ATTEST:

(SEAL)

X Sue Marcum

Sue Marcum, City Clerk of the City  
of LeRoy, McLean County, Illinois

## CONTRACT FOR EMPLOYMENT OF A CITY ADMINISTRATOR

This Agreement is made this ..... day of ....., 1999, by and between the City of LeRoy, State of Illinois, a municipal corporation (hereinafter referred to as "City of LeRoy"), having its principal place of business at 111 E. Center Street, LeRoy, Illinois 61752, and JEFF CLAWSON, an individual, residing at 309 W. Elm Street, Columbus, KS 66725 (hereinafter referred to as "Clawson").

### I. Recitals.

A. City of LeRoy is an Illinois municipal corporation located in McLean County, Illinois, has a population of approximately 3,300 people, is organized under the laws of the State of Illinois with a Mayor and alderman form of government, and desires to obtain the services of a full time city administrator.

B. Clawson is currently employed as a City Administrator for Columbus, Kansas, and has experience, and a training and educational background, in the area of municipal government finance and administration.

C. City of LeRoy desires to employ Clawson as a City Administrator in accordance with city ordinances and state laws.

D. Clawson desires to accept employment as City Administrator for the City of LeRoy.

### II. Covenants

In consideration of the foregoing Recitals, the City of LeRoy and Clawson agree as follows:

1. The foregoing Recitals set forth at the beginning of this contract are incorporated in these covenants by reference, and the parties hereto agree that, to the best knowledge of each of the signatories to this contract, all said Recitals are true and correct.

2. The City of LeRoy hereby agrees to employ Clawson as City Administrator for the City of LeRoy to perform the functions and duties assigned from time to time by the City of LeRoy, including those functions and duties specified in Ordinance No. 831, and to perform such other legally permissible and proper duties and functions as the City Council shall periodically assign, and as may be provided by law.

3. Clawson agrees that he shall devote himself during the usual working hours to his duties as City Administrator for the City of LeRoy and shall serve the City of LeRoy with diligence and loyalty as a City Administrator during the term of this contract. Clawson shall devote his best efforts to the business of assisting in the administration of the city government and its various functions; he shall perform all duties assigned to him to the best of his ability and in a manner satisfactory to the City of LeRoy; he will

truthfully and accurately maintain all records, will preserve all such records and make all such reports as the City of LeRoy may require; he will fully account for all money and all other property to the employer which may be delivered into his custody from time to time and will pay over and deliver the same whenever and however directed so to do from time to time. Clawson shall willingly obey all rules, regulations and special instructions applicable to the position of City Administrator and shall be loyal and faithful at all times, constantly endeavoring to improve his ability and knowledge of the business of administering municipal governments in the state of Illinois in an effort to increase the value of his services for the benefit of the City of LeRoy. Clawson will make available to the City of LeRoy any and all information of which he may have any knowledge pertaining to the administration of the city and its governmental functions, and will make all suggestions and recommendations which he feels will be of mutual benefit to the City of LeRoy and himself. Clawson agrees that he shall have no authority to impose any obligation upon, or to bind the City of LeRoy for the performance of any act whatsoever, unless with the express permission of the City of LeRoy, which may be granted from time to time, or may be given in the form of "blanket " authority as to particular types of transactions or spending limitations. Clawson shall not divulge information regarding the city government and its provision transactions which information is deemed not to be a public record, unless with the express permission of the City of LeRoy. Clawson will not engage in or take any part in any endeavor to persuade any officer or employee of the City of LeRoy to do anything which might knowingly be to the disadvantage of the City of LeRoy, but shall in all activities and efforts involving the business and government of the City of LeRoy strive to benefit the City and its residents through his activities and employment.

#### 4. Terms of employment.

a. This contract shall become effective on the date first written above. The City of LeRoy and Clawson agree Clawson shall begin his term of employment as City Administrator and the performance of his duties as the City Administrator for the City of LeRoy on September 1, 1999, and this contract shall be effective and continue through and including August 31, 2000.

b. The City of LeRoy and Clawson acknowledge, one to the other, that Clawson, to carry out the duties required of him from time to time, may be required to devote more of his time to the business of the City of LeRoy than those hours during a week that would be considered normal office hours or business hours for most city employees. However, the compensation bargained for between the parties has been negotiated in good faith and takes into consideration that Clawson may be required to devote more hours, at least on a partial basis, during any given week than the "conventional," or "customary," weekly 40 hours required of most city employees.

c. To the extent that it does not interfere with Clawson's carrying out the required and customary duties of his position, Clawson shall not be prohibited from occasional teaching, writing, consulting, speaking, or self-employed activities not in conflict with the interests of the City of LeRoy.

d. This contract shall automatically be renewed and extended on a year-to-year basis on the terms and conditions as set forth herein. Should either party wish not to renew this contract, written notice shall be given to the other party not less than 90 days prior to the expiration date (and automatic renewal date) as previously described. The first renewal date of this contract shall be September 1, 2000.

#### 5. Salary and other compensation and benefits.

a. In consideration of Clawson's above-cited promises and intentions and in compensation for Clawson's work and dedication to the business and administration of the government of the City of LeRoy, City of LeRoy agrees to pay Clawson compensation at the rate of Forty-Six Thousand and no/100 dollars (\$46,000.00) per year, payable in equal bi-weekly installments of One Thousand, Seven Hundred Sixty-nine dollars and 24/100 (\$1,769.24), the payments to be due and payable each two weeks during the same pay periods and payable on the same dates as other city employees on a bi-weekly pay schedule.

b. City of LeRoy shall pay the normal and customary moving expenses for Clawson and his family to move their household goods and belongings, vehicles and other personal property from their present location at 309 W. Elm Street, Columbus, Kansas, to the City of LeRoy, Illinois, up to a maximum of \$7,500.00 of such moving expenses.

c. The City of LeRoy shall provide medical and dental insurance under one or more group insurance policies for Clawson, his spouse and dependent children, the same as all other full time city employees shall be entitled to from time to time, and the City of LeRoy further agrees to pay one hundred percent (100%) of the annual premium for such insurance benefits. The City of LeRoy shall also provide Clawson IMRF benefits (retirement and disability) the same as all other fulltime city employees are entitled to receive from time to time.

d. Clawson shall earn vacation leave and sick leave in accordance with the city policy stated from time to time in city ordinances applicable to all full time employees. In addition, Clawson shall be given five (5) more working days of vacation beyond that granted city employees in accordance with city ordinances in force from time to time.

e. Clawson shall be entitled to and shall receive all other benefits and conditions of employment available generally to other non-bargaining full-time employees of the City of LeRoy pursuant to ordinances, policies, rules relating to vacation and sick leave, retirement and pension system contributions, paid holidays, and other fringe benefits and working conditions as they now exist or may hereafter be amended, in addition to the benefits enumerated specifically for Clawson in this contract.

f. City of LeRoy shall provide Clawson a monthly allowance of Two Hundred Fifty and no/100 dollars (\$250.00) to help Clawson defray the expense for use of Clawson's personal automobile or other personal vehicle from time to time while engaged in the business of the City of LeRoy and carrying out his duties on behalf of the City of LeRoy. Should Clawson begin his term of employment during a calendar month, the first monthly payment shall be prorated based on a 30 day month.

6. The City of LeRoy shall not at any time during the term of this contract reduce Clawson's salary, compensation, or other benefits, except to the degree that such reduction is due to an across-the-board reduction for all non-bargaining full-time City of LeRoy employees.

7. Performance Evaluations. The Mayor and City Council shall review and evaluate Clawson's performance at least once annually. Further, the City of LeRoy agrees to cause an evaluation of Clawson's performance to be made within 30 days after the first six months of Clawson's employment (said evaluation would occur not later than March 30, 2000, assuming Clawson begins his term of employment with the City of LeRoy September 1, 1999). On or before May 1 of each calendar year, the Mayor and City Council and Clawson shall define goals and performance objectives they shall jointly determine necessary for the proper operation of the City of LeRoy and in the attainment of the policy objectives of the Mayor and City Council of the City of LeRoy and shall further establish a written relative priority among those various goals and objectives. These goals and objectives shall generally be attainable within the time limitations as specified, and within the annual operating and capital budgets and appropriations, as provided from time to time, giving effect to reasonable future projections beyond the beginning fiscal year of the City.

8. General Expenses and Professional Development (including dues to professional organizations and attendance at seminars and conferences).

The City of LeRoy recognizes that Clawson currently belongs to and wishes to continue to belong to, or to join other, professional organizations involved on the national, regional, state and local levels, such organizations being concerned with municipal finance and administration, and related matters, and that it is desirable for Clawson to continue his professional participation in such organizations, and to enhance his growth and advancement

in the field of municipal administration, as such growth and advancement will be not only to his benefit but to that of the City of LeRoy, so long as he is employed by the City of LeRoy. The City of LeRoy agrees to consider paying all or some part of the professional dues of Clawson for various organizations to which he may now belong or which he may wish to join, and to pay all or some part of subscriptions to various journals and other publications available from such organizations or from other well-recognized organizations having to do with the area of municipal government administration. The City of LeRoy will also consider paying all or some part of the expense that Clawson may incur from time to time to attend various continuing professional development seminars and conferences including meetings, conferences and conventions of the Illinois Municipal League, and city management associations. The City of LeRoy is not bound, by entering into this contract with Clawson, to pay any such expenses, but, in good faith, will consider payment of some or all of such types of expenses for the benefit of Clawson, to the extent the City of LeRoy deems Clawson's attendance at such meetings, seminars or conferences, and membership in such professional organizations, to be beneficial to the City of LeRoy and capable of enhancing, in a meaningful way, Clawson's ability to perform his duties as City Administrator for the City of LeRoy. The City of LeRoy recognizes that from time to time Clawson may incur expenses of a non-personal nature which will be related to the performance of his duties and in furtherance of carrying out his duties as City Administrator. To the extent that such expenses are incurred from time to time, the City Council will consider any reasonable request by Clawson for reimbursement of expenses, but is not bound to reimburse any such expenses unless permission has been obtained in advance to make such expenditure, or to be reimbursed for such expenditure upon the incurring of same.

#### 9. Termination of Employment and Severance Pay.

a. The City of LeRoy, by a majority vote of its City Council, may terminate this contract before its normal expiration date. In the event such action is taken, and if at the time such action is taken Clawson is willing and able to perform his duties under this contract, the City of LeRoy agrees that Clawson shall be paid severance pay in the form of a lump sum cash payment equal to sixteen weeks salary, along with cash payment for unused vacation days, and cash payment for sick days and vacation time as well as holiday time that would be earned during the next 112 days after the date given by the City Council as the date for termination of this contract. The City of LeRoy will continue to provide group medical and dental coverage to Clawson, his spouse and dependent children, during such time, and shall make all retirement plan contributions based on the salary paid for the aforesaid sixteen week period, which contributions shall be paid within the time required after payment of the lump sum severance pay to Clawson.

b. If Clawson voluntarily resigns Clawson's position with the City of LeRoy before the expiration of this contract, Clawson shall give the City of LeRoy not less than 90 days advance written notice, and Clawson shall not be entitled to any severance pay or other compensation, except those amounts that would be due in accordance with this contract for the remaining term during which Clawson will be employed (not less than the period during which Clawson is required to give advance notice to the City before terminating his employment with the City).

c. The City of LeRoy may terminate Clawson's employment with the City due to Clawson's conviction of any illegal act involving personal gain to Clawson or due to any felony, or upon the entering into of any plea or other agreement for such an offense. In that event, the City of LeRoy shall have no other obligation to pay Clawson any amount of severance pay or other benefits other than accrued but unpaid salary to the time of termination of Clawson's employment, and for unused vacation time and any other benefits that would be due under stated City of LeRoy policies and work rules for full-time employees whose employment with the City of LeRoy is involuntarily terminated.

10. Construction. The provisions of this Contract shall be interpreted and construed in accordance with the laws of the State of Illinois and the provisions thereof governing the conduct of personal services being rendered by the parties hereto.

11. Effect of Contract. This contract shall bind and be for the benefit of the parties to this contract, as well as their respective representatives, executors, administrators, assigns, or successors in interest, and all covenants are to be construed as conditions of this contract.

12. Failure to Insist on Strict Compliance. Failure of either party to insist on strict performance of any covenant or condition of this contract or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

13. Contract Terms to be Exclusive. This contract contains the sole and entire contract between the parties, and supersedes any and all other agreements between them. The parties acknowledge that neither of them has made any representation with respect to the subject matter of this contract other than such representations as are specifically stated herein and each party acknowledges that he or it has relied on his or its own judgment in entering into this contract. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

14. Waiver or Modification. The terms of this contract shall not be altered, amended or modified except in writing. No alteration, modification or waiver of this contract or any language contained herein shall be valid unless in writing, duly signed and dated by Clawson and by the appropriate official on behalf of the City of LeRoy. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the rights and obligations of any party hereunder, unless such waiver or modification is in writing and duly signed. The provisions of this paragraph may not be waived except as herein stated. A waiver of breach of one covenant or condition of this contract is not a waiver of breach of others, or of subsequent breach of the one waived.

15. Notices. Service of all notices under this contract shall be sufficient if given personally or mailed via certified mail to the party involved at said party's respective address as stated below or at such other address as such party may periodically provide in writing according to this paragraph:

If to the City of LeRoy:           City Clerk, City of LeRoy  
  111 E. Center St.  
  LeRoy, Illinois 61752

If to Clawson:                   Jeff Clawson  
  \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

Any notice mailed to such address shall be effective when deposited in the United States mail duly addressed and with first class postage prepaid.

16. Gender and Number. Whenever the context of this contract requires, the masculine gender includes the feminine or neuter (and vice versa), and the singular number includes the plural (and vice versa).

17. Paragraph Headings. The paragraph headings in this contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this contract or any of its provisions.

18. Severability. Should any part of this contract be declared by judicial decision to be illegal or in conflict with federal or state law, the validity of the remaining language shall not be affected, and this contract shall be construed as if it did not contain the particular part held to be invalid, and the rights and obligations of the parties to this contract shall be construed and enforced accordingly.

19. Should either party to this contract incur fees, costs, or other expenses, including, but not limited to, reasonable attorney's fees, as a result of the other party's breach of any provision of this contract or failure to perform any obligation under the terms of this contract, then the party breaching or so failing to perform shall be liable to the other party for such reasonable attorney's fees, costs and expenses incurred by such other party in enforcing his or its remedies or the provisions of this contract.

20. This contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this contract or any counterpart thereof to produce or account for any other counterpart.

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

EXECUTED AND ADOPTED the date first written above.

ATTEST: (seal)

\_\_\_\_\_  
Robert Rice, Mayor, City of LeRoy

\_\_\_\_\_  
Sue Marcum, City Clerk, City of LeRoy

\_\_\_\_\_  
Jeff Clawson

CERTIFICATE

I, Sue Marcum, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on August 16, 1999, the Corporate Authorities of such municipality passed and approved Ordinance No. 857 A, entitled:

AN ORDINANCE APPROVING A CONTRACT TO EMPLOY A CITY ADMINISTRATOR  
FOR THE CITY OF LE ROY,  
MC LEAN COUNTY, ILLINOIS,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 857 A, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on August 16, 1999, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 16th day of August, 1999.

(SEAL)

  
  
Municipal Clerk

STATE OF ILLINOIS        )  
                                  ) SS:  
COUNTY OF McLEAN        )

I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy , McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING A CONTRACT TO EMPLOY A CITY ADMINISTRATOR  
FOR THE CITY OF LE ROY,  
MC LEAN COUNTY, ILLINOIS.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 16th day of August , 1999, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 16th day of August , 1999.

X Sue Marcum  
City Clerk

(SEAL)