



**CITY OF WASHINGTON, ILLINOIS**  
**City Council Agenda Communication**

**Meeting Date:** April 1, 2024

**Prepared By:** Jim Snider, City Administrator

**Agenda Item:** Resolution to approve an employment agreement with City Engineer Dennis Carr.

**Explanation:** City Engineer Dennis Carr has approached me about having an employment agreement with the city – his primary reason is his concern as to the make-up of the City Council following next April’s Mayoral and Aldermanic election.

This employment agreement will help assure the retention of City Engineer Carr.

**Fiscal Impact:** If exercised, termination without cause would result in a one-time payment of five (5) months salary based on City Engineer Carr’s then base salary.

**Action Requested:** I recommend the approval of the resolution.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN EMPLOYMENT AGREEMENT BETWEEN THE CITY  
OF WASHINGTON AND DENNIS CARR**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON,  
TAZEWELL COUNTY, ILLINOIS, that:

The City Council of the City of Washington hereby approves the Employment Agreement between the City and Dennis Carr and authorizes, empowers, and directs the Mayor and City Clerk to enter into and execute said Employment Agreement in substantially the form of the document marked "Exhibit A," and by reference expressly made a part hereof and to execute and deliver any and all documents necessary for the effectiveness thereof.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# Exhibit A

## CITY ENGINEER EMPLOYMENT AGREEMENT

This City Engineer Employment Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Washington, Tazewell County, Illinois ("City") and Dennis Carr ("Carr").

### RECITALS

**WHEREAS**, the City wishes to employ Carr under an Employment Agreement as City Engineer; and

**WHEREAS**, Carr wishes to be employed by the City pursuant to the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the promises hereinafter exchanged, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows regarding Carr's employment with the City:

- 1) **Period of Employment.** Carr's employment under this Agreement shall commence on May 1, 2024 and continue for an indefinite period until terminated pursuant to the provisions of Paragraphs 7,8 or 9 of this Agreement.
- 2) **City Engineer Duties.** Carr shall perform the duties of City Engineer as set forth in the applicable statutes of the State of Illinois and City ordinances, and such other duties as may be lawfully assigned to Carr by the City Administrator.
- 3) **Hours of Work.** The parties realize that the position of City Engineer requires the person holding such position to work many weekends, evenings, and other irregular hours. It is understood and agreed that Carr shall work whatever hours may be necessary in order for him to fulfill the requirements of the position of City Engineer, but in any event not less than forty (40) hours per week, unless approved by the City Administrator.
- 4) **Salary.** Carr shall be compensated at an annual salary rate of One Thousand Thirty-Nine, Three Hundred Thirty-Five Dollars (\$139,335.00), payable in bi-weekly installments. Carr's salary may be increased by a majority vote of the City Council anytime during the term of this Agreement.

- 5) **Eligibility for Additional Benefits.** Unless otherwise specified in this Agreement, Carr shall be entitled to the general City employment benefits as may exist from time to time for City employees who are not covered by a collective bargaining agreement or individual employment agreement. A summary of such benefits as currently exist is attached as Attachment A to this Agreement. Personal time usage shall be scheduled for use subject to the approval of the City Administrator.

In addition to the items listed on Attachment A:

- a. The City will provide Carr with a City-owned vehicle for business use without mileage limitation, and for personal use within fifty (50) miles of City Hall. Carr will submit a written record of all miles used for City purposes, and all miles used for personal purposes, by the \_\_\_\_ of each month to the Finance Department. Carr understands that use of the City-owned vehicle for personal purposes will result in a calculation of taxable income to him for such use.
- 6) **Outside Activities.** Carr shall not engage in any non-City connected business or employment without the prior approval of the City Administrator.
- 7) **Termination by the City.** The City may terminate this Agreement and Carr's employment at any time pursuant to the provisions of the City Code. It is understood and agreed that Carr shall at all times be an employee at will and may be dismissed with or without cause.
- 8) **Termination by Carr.** Carr may terminate this Agreement and his employment with the City upon fourteen (14) calendar day's written notice to the City Administrator. Following receipt of such notice, the City, in its sole discretion, may choose not to continue Carr's employment through the end of the notice period, in which case, Carr will still be paid through the last day of the fourteen (14) day notice period.
- 9) **Severance Pay.** In the event that the City terminates this Agreement without cause ("cause" includes any conduct, act or failure to act by Carr which is detrimental to the best interests of the City, including but not limited to misconduct as defined in 5 ILCS 415/5), the City agrees to provide Carr a lump sum monetary severance equal to twenty (20) weeks of Carr's salary at the time termination. Carr's entitlement to a monetary severance is conditioned on Carr executing (and not subsequently exercising any right to revoke) an agreement effectively releasing the City and its

officials, employees and agents from all claims connected with this Agreement, Carr's employment with the City and termination of Carr's employment.

- 10) **Obligations After Termination of Employment.** In addition to those obligations set forth elsewhere in this Agreement and otherwise imposed by law, Carr agrees that upon termination of his employment, he will pay the City, on demand, all monies owed to the City by Carr and will return all equipment, property and information belonging to the City. Also upon termination, the City will pay to Carr any accrued unused vacation time and personal time pursuant to the requirements of the Illinois Wage Payment and Collection Act.
- 11) **Renewal/Modification.** The City and Carr may meet to discuss the renewal or modification of this Agreement at any time during its term. All modifications of this Agreement shall be ineffective unless reduced to writing and signed by the Mayor and Carr and approved by the City Council.
- 12) **Effects.** This Agreement shall be binding upon the City and Carr and their respective successors, assigns or heirs, as the case may be.
- 13) **Governing Law and Venue.** This Agreement will be construed, interpreted, enforced and governed, in all respects, in accordance with the laws of the State of Illinois and the City, and any litigation pertaining to this Agreement or Carr's employment must be filed in the Circuit Court of Tazewell County, Illinois.
- 14) **Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
- 15) **Acknowledgment.** The parties acknowledge and agree that they have consulted or had the opportunity to consult with attorneys of their choosing during the negotiation, preparation, authorization, execution and delivery of this Agreement, and have read this Agreement, know and understand its contents, and execute this Agreement freely and voluntarily. Each party agrees that any interpretation of this Agreement shall not be construed against a party by virtue of such party having drafted the provisions of this Agreement.
- 16) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior or contemporaneous agreement, understanding or

representation of any kind not contained in this Agreement shall not be binding upon the City or Carr , nor shall any future agreements be binding unless in writing and executed by the Mayor and Carr. Unless expressly stated otherwise in this Agreement, all benefits provided to Carr under this Agreement shall cease upon the termination of his employment as City Engineer.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first above written.

**CITY OF WASHINGTON TAZEWELL COUNTY,  
ILLINOIS**

**DENNIS CARR**

By \_\_\_\_\_  
**Mayor**

\_\_\_\_\_

ATTEST: \_\_\_\_\_  
**City Clerk**

APPROVED AS TO FORM: \_\_\_\_\_  
**City Attorney**

## ATTACHMENT A

### Summary of Benefits — Department Directors/Managers City of Washington, Illinois

**Vacation Time (Employer Paid)** — Accrual of 3.333 hours per 24 pay periods to equal 80 hours per year during the first 5 years. An additional week is granted in five-year increments so that the accrual rate is equal to 120 after 10 years; 160 after 15 years; 200 after 20 years.

**Sick Time (Employer Paid)** — 96 hours initial sick time — after the first year, accrual of 4.0 hours per 24 pay periods per year. Employees may accumulate a maximum of 160 sick days (1,280 hours). An additional 80 days (640 hours) may be accumulated only for purposes of service credit for the Illinois Municipal Retirement Fund program.

**Personal Time (Employer Paid)** — 16 hours personal time per year is given at the beginning of the calendar year and must be taken by the end of the calendar year.

**Exempt Employee Compensatory Time** — 48 hours of time per fiscal year allowed for time off in recognition of additional time for meetings, etc. Any time remaining at the end of the fiscal year is paid.

**Good Health Incentive Program (GHIP) (Employer Paid)** — Employees who use no more than 8 hours sick leave in the calendar quarter may elect a paid day off, 8 hours of additional straight time pay, or 8 hours added to sick leave bank.

**Holidays (Employer Paid)** — New Year's Day; Martin Luther King, Jr. Day; Good Friday; Memorial Day; Juneteenth; July 4\*; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day.

**Life Insurance (Employer Paid)** — A \$75,000 term life insurance policy is provided for each Department Director and \$100,000 for the City Administrator. The excess over \$100,000 is considered a taxable benefit. Managers receive a \$20,000 term life insurance policy.

**NCPERS Life Insurance (Employee Paid: Voluntary)** — Optional supplemental life insurance plan — open enrollment offered annually; current premium \$16 per month.

**Health Insurance (Medical/Dental) (Employee Paid Premiums)** — \$220.00 monthly premium for family/dependent coverage, \$106.00 for individual coverage — See Health Benefit Plan Booklet for a description of benefits and coverages. Wellness/tobacco free premium incentive available up to \$50.00 for family coverage and \$25.00 for individual coverage.

**Vision Insurance** — voluntary vision insurance is offered through VSP. Premiums are withheld the first two pay periods of the month as follows: employee only \$3.53; employee plus one \$5.65; employee plus children \$5.77; employee plus family \$9.31.

**Prescription Drug Card (Employee Paid Deductibles)** — \$5.00 co-pay for generic prescriptions; \$15 co-pay for prescription for brand — formulary; \$30.00 for brand — non-formulary. Mail order for maintenance drugs also available. Must use Walgreens or mail order for maintenance drugs.

**Retirement Fund (Employee mandatory contributions)** — For non-Police — participation in Illinois Municipal Retirement Fund 4.5% contribution of gross pay and for Police — participation in the Police Pension Fund 9.91% contribution of gross pay. Employee contributions are tax-deferred. Upon retirement, distributions are taxed. Employer makes separate contribution based on IMRF calculated rate or Police Pension tax levy amount.

**ICMA/VALIC Retirement (Employee voluntary contributions)** — Optional Sec. 457 deferred compensation plans.

**ICMA Retiree Health Savings Plan** — (Employer paid) — For those not eligible for Retiree Health Insurance, employer funded retiree health savings plan at the rate of 1.75% of base salary.

**Unreimbursed Medical (Employee voluntary contributions)** — Pre-tax contributions to a maximum of \$2,750 per year for out-of-pocket medical expenses.

**Dependent Care (Employee voluntary contributions)** — Pre-tax contributions to a maximum of \$5,000 per year (as set by IRS) for dependent care expenses.