#### **RESOLUTION NO. R2024-**

# RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT CITY MANAGER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Employment Agreement between the City of Decatur, Illinois and Tim Gleason for the appointment by the City of Decatur of Tim Gleason as City Manager be, and the same is hereby, received, placed on file, approved and attached as Exhibit A.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Employment Agreement on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of April 2024.

	JULIE MOORE WOLFE, MAYOR
TEST:	
CITY CLERK	

# CITY OF DECATUR EMPLOYMENT AGREEMENT OF CITY MANAGER

AGREEMENT made between City of Decatur, Macon County, an Illinois home rule municipality, hereinafter ("City") and Tim Gleason, (hereinafter "City Manager"). City and City Manager are each a party to this Agreement.

FOR VALUABLE CONSIDERATION, in hand received, City and City Manager agree:

# ARTICLE I Appointment and Representation by Council

City desires to hire City Manager to become the Decatur City Manager beginning the 6<sup>th</sup> day of May, 2024.

# ARTICLE II Obligations of City Manager

- 2.1. Work. City Manager will:
  - (a) Report to Mayor and keep the Mayor and Council fully informed of City matters;
  - (b) Assume the role and perform the responsibilities described in attached Exhibit "A;"
  - (c) In his performance of the "Work" described in attached Exhibit "B," act as municipal manager and administrative head of City's municipal government responsible for efficient administration of all City departments;
  - (d) Perform the powers and duties of a "manager" set forth in §5-3-7 of the Illinois Municipal Code ("Code");
  - (e) Abide by all rules, regulation, policies, procedures, duties and obligations which are periodically adopted by City and by all amendments to Exhibits "A" and "B" and §5-3-7 of the Code; and
  - (f) Cooperate with City in (i) defense or prosecution of any claims or actions now in existence or which may be brought in the future against, or on behalf of, City; or (ii) in connection with any examination or review of any federal or state regulatory authority, and City shall reimburse City Manager for any reasonable expenses incurred by City Manager in compliance with the subparagraph (f).

- 2.2. **Place of Residence.** City Manager will establish permanent residence within the City's corporate limits on or before December 31, 2024 and will maintain a permanent residence within the City's corporate limits during the term of this agreement.
- 2.3. **Oath and Bond**. City Manager will take and subscribe the oath required by the Illinois Constitution and will execute a bond, with surety, as required by §5-3-9 of the Code. City Manager shall faithfully perform his duties and provide that the bond shall be in full force and effort during his entire tenure of employment.
- 2.4. **Standard of Work.** City Manager will devote his best efforts and full professional time, attention, skill and energy to performance of his work to the complete satisfaction of Council. City Manager will not engage in any conduct or make any statements or representations which in opinion of Council impair the reputation or goodwill of City or cause disruption in City services. City Manager will maintain harmonious working relationships with Mayor, Council, City personnel and members of the community. City Manager is expected to be active in the community and belong to professional organizations which benefit City and provide for interaction with community members.
- 2.5. **Hours of Work**. Duties of City Manager will require work both during regular business hours and on weekends, evenings, and other irregular hours at location(s), including City's administrative offices and elsewhere. Work during irregular hours and at other locations is of equal importance and included in normal, daily duties and responsibilities. In order to provide City Manager with a reasonable limitation to the total number of work hours required in any given week, City Manager may reasonably determine work hours necessary to his position, <u>but</u> in no event shall the number of work hours be less than 40 hours per week.
- 2.6. **Physical Examination**. If in the opinion of Council, City Manager has become physically or mentally impaired due to sickness or injury to the extent City Manager is unable to perform his work hereunder, City may require City Manager to submit to an independent physical, mental, or toxicological examination(s) for purposes of determining City Manager's physical and mental fitness to perform his work at City's cost and at such reasonable time or times and by such physician(s) as City may designate. Failure to submit to such examination(s) is cause for suspension or immediate termination *for cause*.

If the independent examiner opines that the City Manager is not capable of performing his job, City Manager shall be placed on administrative leave. If City Manager's leave exceeds one (1) month, the City may terminate this Agreement "for cause."

ARTICLE III
Obligations of City

- 3.1. **Compensation**. City shall pay City Manager, and City Manager will accept as compensation for work hereunder, the payments specified in, or determined in accordance with the attached Compensation and Benefit Policy, which is attached hereto as Exhibit "C" and made a part of this Agreement.
- 3.2. **Benefits**. City agrees to provide the benefits specified in, or determined in accordance with the attached Compensation and Benefit Policy in Exhibit C.
- 3.3. **Work Review**. Council shall give City Manager an annual review of his professional performance using a process mutually acceptable to Council and City Manager. The review shall be commenced and completed during December of each year and shall specifically address the performance of City Manager's work required herein. As part of this performance review process, the Council shall also consider increases to the City Manager's compensation that are appropriate based upon his job performance over the past year.

# ARTICLE IV Term of Employment

#### 4.1. Term.

*Term.* City Manager's appointment is for an indefinite term pursuant to 65 ILCS 5/5-3-7; unless terminated in accordance with Article V below.

# ARTICLE V <u>Termination and Suspension of Employment</u>

- 5.1. City For Cause. Council may terminate City Manager's employment for cause:
  - (a) If City Manager has violated local, state or federal laws or regulations prohibiting the harassment of another person on the basis of sex, race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, genetic information, sexual orientation or citizenship status, sufficient evidence has been provided thereof, and Council determines such violation(s) to be material and intentional; or
  - (b) If City Manager repeatedly fails to enact directives given by a majority vote of the City Council; or
  - (c) If City Manager materially or substantially violates any of the confidentiality restrictions contained in Article VI below or any of the conflict of interest restrictions contained in Article VII below; or

- (d) If City Manager is convicted (to include entry of a plea of guilty or *nolo contendere*) by a court of competent jurisdiction of commission of a criminal act which adversely affects City's reputation; or
- (e) If City Manager commits an unethical or fraudulent act in the performance of his work, and sufficient evidence thereof has been provided and verified as an unethical or fraudulent act based upon commonly accepted codes of conduct as set forth by the International City/County Management Association, and the Council has determined the consequences to be adverse to the City; or
- (f) If upon Council's request City Manager fails to promptly submit to the physical, medical or toxicological examination(s) described in Section 2.7 above; or
- (g) If City Manager tests positive for use of alcohol or illegal drugs (including drugs that are legal with a prescription if City Manager does not possess a valid prescription) which violates the City personnel policy.
- 5.1.1 If Council is considering terminating employment on the basis of subparagraphs (a) or (b) of Section 5.1 above, Council must specify the violation or failure in a Notice to City Manager prior to terminating employment, and Council must then allow City Manager at least a 30-day period to correct or substantially cure the violation or failure.
- 5.2. **City Without Cause**. Upon Majority Vote of Council, City Manager's employment may be terminated *without cause* by the delivery of a 60-day notice specifying the date of termination.
  - 5.3. **City Manager.** City Manager may terminate employment:
- (a) For cause if City has failed to perform any of the provisions of this Agreement which City is required to perform; or
- (b) Without cause which shall foreclose City Manager from receiving the severance as provided herein.
- 5.3.1. If City Manager is considering terminating employment on the basis of subparagraph (a) of Section 5.3 above, he must deliver a Notice to the City specifying the failure prior to terminating and then the City shall have 30 days to correct, or substantially cure, the failure.
- 5.3.2 If the City Manager is terminating employment on the basis of subparagraph (b) of Section 5.3 above, he must deliver a notice to the City that he intends to resign within 30 days of the notice.
- 5.4. **Disability**. Employment will terminate upon City Manager's "Disability" continuing for 30 consecutive days. "Disability" means City Manager is unable to reasonably

perform the duties of his work hereunder due to a physical or mental condition (including sickness or injury) as determined by an independent medical examination.

- 5.5. **Death**. Employment will terminate immediately upon City Manager's death.
- 5.6. **Mutual Agreement**. Employment may be jointly terminated by City and City Manager on mutually agreeable terms set forth in writing and signed by both parties.
- 5.7. **Suspension**. Council by Majority Vote may temporarily suspend City Manager in lien of termination contemplated by Section 5.1, with or without full pay and benefits, if City Manager has been given Notice stating the reasons for such suspension. Said Notice must be provided to City Manager at least 10 days prior to a Council session where City Manager, Mayor and Council may be heard on the stated reasons for suspension.
- 5.8. **Termination Arrangements**. Immediately upon termination of City Manager's employment, regardless of reason for termination, City Manager (or his legal representatives) will surrender all Confidential Information and other materials as required in Article VI below, and the equipment furnished by City, including, but not limited to, credit card, City-owned cell phone, IPad and/or laptop computer; keys, City credentials or identification, and computer password(s).

# ARTICLE VI Confidential Information

Confidential Information. City Manager agrees by reason of his employment he will have access to confidential information of City (and its vendors, suppliers, customers, and others having business dealings with City) including, without limitation, personnel data, trade information and knowledge pertaining to services provided by City, the costs, rates and charges sought by City in exchange therefor, costs of doing business, internal operating procedures, and information related to relationships between City and its vendors, suppliers, customers, and others having business dealings with City (collectively, "Confidential Information"). City Manager acknowledges the Confidential Information is a valuable and unique asset of City and agrees that both during and after the term of his work with City, he will not disclose, divulge or communicate to any person or use any Confidential Information (except as his work as an employee of City may require) without written consent of Council. City Manager further agrees that all files, letters, memoranda, reports records, spreadsheets, data sketches, drawings, program listings or other written, photographic, or other tangible materials containing Confidential Information, whether created by City Manager or others, which shall come into his possession. are the exclusive property of City to be used by City Manager only in performance of his work for City. All records or copies thereof and all tangible property of City in possession of City Manager shall be delivered to City immediately upon: (a) a request by City; or (b) termination of City Manager's employment. The obligation of confidentiality imposed by this Article VI shall not apply to information required by law, regulation or judicial or government authorities to be non-observance of his obligations hereunder; but if disclosure is required by law, City Manager will give City prompt notice upon learning of such requirement so that City may file a request for a protective order or for such other relief as City deems appropriate.

- 6.2. **No Interest of License**. City Manager agrees he has no interest in the Confidential Information, and City Manager will not claim any interest or license in any Confidential Information.
- 6.3. **Copies**. Except for use by City Manager for the benefit of City during his employment, City Manager will not copy, reproduce, download, upload, transfer, or make any extract, reproduction or duplicate of any Confidential Information.
- 6.4. **Breach**. If City Manager breaches, or threatens breach, of this Article VI, City shall have the rights and remedies set forth herein, each of said rights and remedies shall be independent of the other(s) and severally enforceable. All of said rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to City under law or described herein, and may not be reasonably or adequately compensated in money damages. Thus, City shall also be entitled to permanent and temporary injunctive and equitable relief and, pending determination of any dispute with respect to such violation or breach, no bond or security shall be required.

# ARTICLE VII Survival of Obligations

7.1 Upon termination of City Manager's employment, regardless of reason for termination, the provisions of Section 2.2(f), Section 5.8, Article VI, Section 8.1, Section 8.2 and Section 8.3 shall continue in full force and effect.

# ARTICLE VIII Miscellaneous Provisions

- 8.1. **Adverse Publicity.** Upon termination of employment, City Manager will make all reasonable efforts to ensure City is not subjected to disparaging comments or adverse publicity.
- 8.2. **Notices**. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, five (5) days after mailing.

To City Manager: Tim Gleason

1 Gary K. Anderson Plaza

Decatur, IL 62523

To Mayor: The City of Decatur

Attn: Mayor

1 Gary K. Anderson Plaza

Decatur, IL 62523

To City: The City of Decatur

Attn: City Clerk

1 Gary K. Anderson Plaza

Decatur, IL 62523

Copy to: The City of Decatur

Attn: Chief Legal Counsel 1 Gary K. Anderson Plaza

Decatur, IL 62523

- 8.3. **Binding Effect. This** Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and legal representatives.
- 8.4. **Non-Waiver**. Failure of either party to require strict compliance by the other party with any provision of the Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.
- 8.5. **Illinois Law and Venue**. The Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.
- 8.6. **Modification of Agreement**. Any modification of Agreement or additional obligation assumed by either party in connection with Agreement will be binding only if evidenced in a writing signed by each party.
- 8.7. **Severability.** Each provision of Agreement is separable from the whole. If any portion of Agreement is determined invalid, that invalidity will not impair the remaining provisions of Agreement.
- 8.8. **Headings**. Titles to articles, sections and paragraphs of Agreement are solely for convenience and will not be used to explain, modify, or aid in interpretation of the provisions of the Agreement.
- 8.9. **No Third Party Rights**. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.
- 8.10. **Assignments and Successors.** Parties are barred from assigning or delegating the rights and/or duties set forth herein, and any attempted assignment or delegation will be null and void.
- 8.11. **Entire Agreement**. Agreement and attached exhibits will constitute the entire Agreement between the parties, and any prior understanding or representation of any kind preceding the Effective Date, will not be binding upon either party except to the extent incorporated herein.

### (The following page is the signature page.)

	S WHEREOF, the part 2024 to be effective on	ties hereto have duly executed Agreement on the Effective Date.
		CITY OF DECATUR
		BY:
		Attested to, 2024
[SEAL]		KIM ALTHOFF, City Clerk
		CITY MANAGER
		TIM GLEASON
Attachments:		
Exhibit A Exhibit B Exhibit C	City Manager Roles and Responsibilities City Manager – City Manager's Office Compensation and Benefit Policy	

### **EXHIBIT "A"**

### CITY OF DECATUR EMPLOYMENT AGREEMENT OF CITY MANAGER

CITY MANAGER ROLES AND RESPONSIBILITIES

<u>STATUTORY OBLIGATIONS</u>: In addition to all assigned tasks and the obligations set forth herein, the City Manager agrees to fulfill the obligations set forth in §5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 (2016)) and any and all amendments hereafter.

### ROLE:

- <u>Chief Administrator</u>: In the context of local government, the chief administrator is the leader and manager of all departments and services and the chief employer of City employees, similar to a private sector corporate President.
- Enforcement Officer: Enforce all laws and policies of the City Counsel.
- Fiscal Officer: Prepare and administer the budget and funds of the City.
- Employer: Hire, direct, develop, evaluate performance, discipline employees.
- Policy Advisor: Recommend to City Council measures of law or policy.
- <u>Emergency Response</u>: In accord with the emergency authority of the Mayor, coordinate the technical responsibilities of staff members and other agencies for emergency response.

#### **RESPONSIBILITIES:**

1. Semi-annually during "Study Session", City Council specifies top priority issues and projects for focused attention by the City Manager and staff. The City Manager will provide written update reports to the Council and staff of the status and progress of each of those top priorities each quarter.

### 2. Additional Responsibilities:

- Set a positive cast on accomplishments and problem-solving.
- Promote an open relationship with the Mayor and City Council
- In trust with the Mayor, keep the City Council fully informed in a timely fashion about good and bad news.
- Promote and carry out the communications policies of the City.
- Regularly submit reports from organizations receiving City funds.
- Stay informed about municipal trends and practices and keep City Council informed.
- Manage the services and accomplishments of the City according to the Council's vision and goals.
- Anticipate City government problems and potential solutions.

- Organize staff resources for services and recommendations to City Council.
- Use City resources wisely and efficiently.
- Be proactive in the role of City Manager, and think "outside the box" about methods and resources.
- Serve as a conduit for communications between City Council and staff.
- Set the tone and exhibit a positive attitude for the staff and employees.
- Set Council meeting agendas in collaboration with the Mayor.
- Promote collegial trust among Councilmembers, the City Manager and staff.
- Initiate policy recommendations to the City Council.
- Support and uphold the Illinois Constitution, statutes and the Decatur Code of Ordinances.

### **Study Sessions:**

Study session(s) agenda and schedules shall be set pursuant to City of Decatur policy.

#### **EXHIBIT "B"**

## CITY OF DECATUR EMPLOYMENT AGREEMENT OF CITY MANAGER

#### **CITY MANAGER'S OFFICE**

#### NATURE OF WORK:

The City Manager is the chief administrative officer of the City of Decatur. As the chief administrative officer, the City Manager provides professional counsel to the City Council, represents the City to all its citizens, and provides guidance to and supervision of all operating units and employees of the City.

### **SUPERVISION RECEIVED:**

Work is performed with professional independence under the general direction of the City Council and is reviewed through reports prepared and the observation of results obtained in the implementation of policy.

### SUPERVISION EXERCISED:

Exercises direct supervision over all department heads and indirect supervision over all personnel employed by the City of Decatur.

#### EXAMPLES OF WORK (Including, but not limited to the following):

- 1. The City Manager is responsible to supervise the administrative affairs of the City, carry out the policies formulated by the Council, serve as the chief spokesperson for the City, and provide professional guidance to the Council.
- 2. In carrying out these functions, the City Manager is required to:
  - A. Appoint and, when necessary, suspend or terminate all officers and employees of the City, except as otherwise provided by statute or ordinance;
  - B. Prepare an annual budget for submission to the Council, and be responsible for the implementation of the adopted budget;
  - C. Attend all meetings of the City Council and participate in the Council's deliberations;
  - D. Advise the Council on an ongoing basis of the current problems and future needs of the City, and recommend for the Council's consideration solutions and directions in the best interest of the City and its citizens.

- E. Recommend to the Council, as appropriate, the adoption of such measures as he may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services;
- F. Represent the City as required at public meetings, hearings, and public gatherings.
- 3. Performs related work and other duties as assigned by the Mayor or City Council.

### REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

- 1. In-depth knowledge of the principles and practices of local government administration.
- 2. In-depth knowledge of the principles and practices applicable to each of the principal functions and services of the City of Decatur.
- 3. Effective data collection analysis and writing skills.
- 4. Effective communication and public relations skills.
- 5. High energy level.
- 6. Ability to work effectively with lay councilmen, and reconcile differences of opinion.
- 7. A sense of humor.

NOTE: This position is filled by appointment of the City Council.

### **EXHIBIT "C"**

### <u>CITY OF DECATUR</u> EMPLOYMENT AGREEMENT OF CITY MANAGER

### **Compensation and Benefit Policy**

The following is City's Compensation and Benefit Policy (Policy) for Tim Gleason for City Manager and is incorporated into the preceding Employment Agreement of City Manager for City of Decatur, Illinois.

### A. Compensation.

- 1. Salary. City Manager shall receive a salary at an annual rate of Two Hundred and Thirty Thousand Dollars (\$230,000.00) commencing on the Effective Date of the Agreement; and such salary shall be payable in semi-monthly installments equalized in accordance with the pay plan applicable to City employees. City Manager shall receive a minimum annual increase to his salary based upon the Midwest Region CPI-4 twelve-month Consumer Price Index percentage change prevailed by the U.S. Bureau of Labor Statistics set forth in the month of April 2025 and each April thereafter during the terms of City Manager's employment.
- 2. Severance. If Agreement is terminated by City without cause or by City Manager for cause as provided in the Agreement, City shall pay monthly severance to City Manager for twenty (20) weeks equal to City Manager's most recent monthly salary, following City's receipt of an executed release, binding upon City Manager and releasing and waiving any and all claims, actions, demands, causes of action and/or demands against City, Mayor, any member of Council, or any other person for whom City will have liability for acts or omissions. Release will be in a form acceptable to City.
- 3. Final Compensation. Nothing contained herein shall release City from compensation owed to City Manager in accordance with the laws of the State of Illinois, including any final paycheck, accrued benefits and compensation for accrued but unused vacation days as provided in City policies. Final compensation, as defined herein, shall be in addition to any severance payment that may be required by this Agreement.
- 4. Deferred Compensation. The City agrees to provide the City Manager with a \$22,800 annual contribution (\$1,900 per month) to a 457(b) deferred compensation program of the employee's choosing. This compensation is in addition to the salary set forth above and therefore is part of the Manager's compensation for IMRF contributions.

#### B. Benefits.

1. Vacations. The length of City Manager's annual vacations shall be:

- (a) Immediately after the Effective Date City Manager shall have six weeks (240 hours) placed in his vacation leave bank. City Manager shall earn six weeks (240 hours) of additional vacation days on each May 6th thereafter.
- (b) Upon 30-day advance notice to Mayor and Council, City Manager, at his option, may carry two weeks of untaken vacation from one year to next. City Manager acknowledges receipt of the City Personal Policy and shall abide by all other terms in the policy related to paid benefit time, and other topics, except where superseded by the provisions of this Agreement.
- 2. Group Health, Dental and Vision Insurance. Per City policy except for health insurance coverage. The employee intends to purchase his health insurance through the City of Pekin, IL as part of his police officer retiree program benefit from that municipality. The City of Decatur agrees to reimburse the employee 100% of the employee's cost for health insurance which includes dependent coverage. If more convenient, the City will pay the premium costs directly to the insurance company or to the City of Pekin, IL.
- 3. Sick Leave. Immediately after the Effective Date, City Manager shall have twenty (20) days of sick leave in his sick bank. City Manager shall earn additional sick days pursuant to the City of Decatur personnel policy for management employees. Upon the separation of employment from the City or the retirement of the City Manager, the City shall deposit into his Retirement Health Savings Account (RHSA) an amount equal to the cash value of that unused sick leave. Alternatively, the City Manager can elect to use his unused and accumulated sick leave to extend his length of service credits for the purpose of calculating his IMRF pension benefit in accordance with IMRF rules and regulations.
- 4. Personal Leave and Holiday Days. City Manager shall receive personal leave and holiday leave per City policy.
- 5. Public Official Liability Insurance. City shall provide City Manager with public official liability insurance in accordance with such provided other officers of City.
- 6. *Life Insurance*. City Manager shall be provided life insurance per City policy. To the extent additional insurance is available, City Manager may purchase additional life insurance coverage above and beyond the coverage provided by the City at a cost to be paid by the City Manager.
  - 7. Business Expenses and Professional Development.
- (a) City shall reimburse City Manager for reasonable business expenses incurred by him in performance of his work in accordance with City's reimbursement policy, or if City Manager receives authorization from Mayor; and
- (b) Regarding the total cost of tuition and expense associated with the Harvard Kennedy School program, the employee agrees to reimburse the City all or part of the

cost, in accordance with the following schedule, if he voluntarily resigns his position with the City.

100% reimbursement if the employee voluntarily resigns his position with the City on or before the employee's 1-year anniversary date.

66.66% reimbursement if the employee voluntarily resigns his position with the City after the employee's 1-year anniversary date, but on or before the employee's 2-year anniversary date.

33.33% reimbursement if the employee voluntarily resigns his position with the City after the employee's 2-year anniversary date, but on or before the employee's 3-year anniversary date.

0% reimbursement if the employee voluntarily resigns his position with the City on or after the employee's 3-year anniversary date.

8. Retirement/Pension. Illinois Municipal Retirement Fund (IMRF). The City will agree to pay the employee's share (4.5%) of his participation in the IMRF program. City will also pay the employer's share of the IMRF program cost. All other taxable compensation items reflected in Exhibit C, including deferred compensation and relocation assistance, will also be subject to usual and customary payroll withholdings including IMRF.

#### C. MISCELLANEOUS.

- 1. Employment Status. It is expressly acknowledged by City and City Manager that City Manager, in performance of work pursuant to Agreement, is an employee of City and exempt under state and federal wage and hour statutes. City shall deduct from compensation paid pursuant to this Policy, any sums for income tax, unemployment insurance, social security or any other withholdings as are required from time to time by law, this Agreement, City Policy, or other requirement of any governmental body to be withheld from an employee's compensation.
- 2. *Technology Equipment*. The City will provide the employee with a laptop computer as well as a smartphone and other usual and customary technology equipment to be used primarily for business purposes.
- 3. Relocation Assistance. To help to defray the cost of moving his family's belongings and other personal property from his current residence to a new residence in Decatur, the City is willing to provide the employee with a one-time lump sum payment of \$20,000. These funds can also be used as a mortgage downpayment, mortgage interest, and necessary home repairs and remodeling. This amount is payable at the time the employee begins his employment with the City.

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