

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CREST HILL ILLINOIS,
AND CHESTER BLAINE WING III

This Employment Agreement made and entered into this 2nd day of June, 2025, by and between the CITY OF CREST HILL, State of Illinois, an Illinois municipal corporation, hereinafter referred to as the "Employer" and Chester Blaine Wing III, hereinafter referred to as the "Employee".

W I T N E S S E T H:

WHEREAS, the Employer desires to retain the services of Employee and Employee desires to be employed by the Employer. Accordingly, Employee and the Employer wish to reflect certain agreements regarding their relationship.

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

Section 1: Term

This Agreement shall commence on the Effective Date as hereinafter set forth below and shall remain in full force and effect from such Effective Date until such time as the present term of the Mayor of the City of Crest Hill ends or in the event this Employment Agreement is otherwise terminated as hereinafter provided.

Section 2: Duties and Authority

The Employer agrees to employ Employee, as City Administrator, to perform the functions and duties specified generally in Section 2.22.030 of the Crest Hill, Illinois Code of Ordinances (the "Code") and to perform other legally permissible and proper duties and functions consistent with the position of City Administrator, as may be assigned to him from time to time.

Section 3: Ethical Commitments

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Illinois. The ICMA Code of Ethics can be found on the ICMA website, icma.org. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

Section 4: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of Two Hundred Thousand Dollars (\$200,000.00) payable in installments in the same manner that the other management employees of the City are paid. Effective June 1st of each subsequent year that this Agreement is in effect, the Employer agrees to increase the compensation each year by at least two percent (2%).

The City reserves the right to recognize and reward successful performance and may, at the time of evaluation or at any other time, and in the City's sole discretion, pay Employee such additional bonus compensation, performance incentive, and/or an increase in benefits as the City deems appropriate.

B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided pursuant to recommendation by the Mayor and approval by the City Council in accordance with the Illinois Municipal Code.

C. Employee's salary shall be provided to him commencing June 2, 2025.

D. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$6,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate, and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle, including any and all tax liability relating to the vehicle allowance. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the 50-mile radius from City of Crest Hill, 20600 City Center Boulevard, Crest Hill, IL 60403. If a City vehicle is available and approved for travel on City business beyond 50 miles of Crest Hill, Employee will not be reimbursed for mileage.

Section 5: Health, Disability, Retirement and Life Insurance Benefits

A. The Employer agrees that whatever comprehensive medical insurance plan is available to all other personnel shall be available for the Employee and any of his dependents, under the same terms and conditions which generally apply to all Employer personnel. The Employer shall not be required to provide medical or dental insurance in any different amount or format than that which is provided to other Employer personnel.

B. The Employer agrees that Employee shall be afforded access to the Illinois Municipal Retirement Fund (IMRF) in the same manner that all other Employer's employees are afforded access. Premiums shall be deducted from his gross pay and contributed to his IMRF plan in accordance with the provisions of the current IMRF plan, which may be amended by the Employer in the future so long as it complies with all relevant Illinois and Federal statutes addressing the

subject. To the extent, and only to the extent, that short-term and long-term disability coverage for Employer's employees is available under IMRF, the Employee shall have access to that coverage.

In addition to the Employer's payment to IMRF referenced above, Employer agrees to execute and keep in force all necessary agreements provided by Mission Square or other Section 457 deferred compensation plan for Employee's participation, or continued participation, in such supplemental retirement plan.

C. To the extent and only to the extent that term life insurance is available to all Employer personnel under any current or future health insurance plan, the Employee may obtain the same term insurance at the applicable rates.

Section 6: Vacation, Sick and Military Leave

A. Upon commencing employment, the Employee shall be entitled to two (2) weeks of vacation time for calendar year 2025. Beginning January 1, 2026, Employee shall be entitled to four (4) weeks of vacation time, and thereafter, the Employee shall accrue vacation time on an annual basis from the "After 10 years of service" level pursuant to the Employee Handbook.

B. No earned vacation time will be carried beyond December 31 of any year. However, Employee will be given the option to buy back two weeks of vacation time each year.

C. Sick time shall accrue at the rate of eight (8) hours per month, to a maximum of 1,120 hours. If either the rate or maximum accrual increases for any other City personnel, the Employee's accrual rights shall increase correspondingly.

D. In addition to general leave, the Employee shall annually be credited with two (2) days of personal leave, one (1) floating holiday and three (3) days bereavement leave for the death of an immediate family member. An "immediate family member" means the Employee's father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, step-daughter, step-brother, step-sister, half-brother, half-sister, grandparents, grandparents of Employee's spouse or grandchildren and legal guardian. Employee, upon request, shall be granted up to an additional two (2) days of administrative leave with pay for the purpose of attending the funeral of the employee's spouse, child, or parents.

E. The Employee shall be entitled to military reserve leave time pursuant to State law and local government policy.

F. The Employee is entitled to accrue all unused leave, without limit and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, leave, and other benefits to date, but only commensurate with the Employee's highest accrual rate. Bereavement leave shall not be included in calculating the unused leave as set forth above. Further, as with all personnel, accumulated sick leave time is not to be compensated.

Section 7: General Business Expenses

A. Employer agrees to budget and pay for Employee's current professional dues, subscriptions, and professional certifications necessary for continuation and full participation in national, regional, State, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer including ICMA, ILCMA, NPELRA, IPELRA, and SHRM. All additional professional dues, subscriptions, or professional certifications shall be approved by the City Council.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately foster the continued professional development of Employee and to appropriately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the ILCMA annual conferences, the Illinois Municipal League Convention, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member. Attendance at such conferences shall be by City Council approval.

C. Subject to City Council approval, Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. The Employer shall provide Employee with a computer, software, and fax/modem, which shall remain the City's property. The Employer shall also provide Employee with a cell phone for the sole use of Employee in the conduct of his business on behalf of Employer, which shall remain the City's property. All City Property issued to Employee must be returned to the City at the time of Employee's separation or termination of Employment.

Section 8: Termination

This contract is terminable at will by either party upon submission of 30 days' written notice in accordance with the notice provisions of this Agreement. For purposes of this Agreement, termination by the Employer shall occur when:

A. The Mayor notifies Employee that his employment is terminated without cause pursuant to 65 ILCS 5/3.1-35-10, Section 2.22.020 of the Crest Hill Code of Ordinances and subject to the notification provisions herein; or

B. The Employer reduces the base salary, compensation, or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads; or

C. The contract is breached by the Employer and a 30-day cure period after breach has expired without the breach having been cured. Written notice of a breach of contract shall be provided in accordance with the requirements of Section 15; or

D. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination; or

E. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion. Such an offer of resignation in lieu of termination shall be deemed a termination which shall not be subject to severance pursuant to Section 9.

Section 9: Severance

A. Severance shall be paid to the Employee when he is terminated by the Employer under one or more of the provisions of Section 8, Subsections A, B, C, or D.

B. If the Employee is terminated by Employer, the Employer shall provide a severance payment equal to five (5) month's salary at the then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. Such severance payment shall be subject to required Federal and State tax withholding requirements.

C. The Employee shall also be compensated for vacation time, paid holidays, and unused personal leave (but not bereavement leave), that has accumulated as of the date of termination. Consistent with Employer's policy, accumulated sick leave time is not compensated. Employee's right to insurance benefits under the existing health insurance plan shall remain in full force and effect for a period of five (5) months following the notice of termination, and subsequently he shall be afforded his rights regarding continuing health insurance under COBRA, provided that COBRA insurance premiums shall be paid by the Employee. During the five (5) months of health insurance coverage provided by Employer, Employee shall be responsible for the payment of Employee's share of all health insurance premiums. If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section. If the Employee voluntarily leaves his employment by way of resignation or otherwise, the Employer shall not be obligated to pay severance under this section.

D. If Employee is terminated for cause, he shall not be entitled to severance under this Section 9. "Cause" in this agreement means (i) the conviction of a felony or crime involving moral turpitude; (ii) the willful and continued failure of Employee to substantially perform his duties for the Employer, including refusal to carry out the instructions of the Mayor and City Council; or (iii) commission by the Employee of any act of fraud or willful misconduct toward the City.

Section 10: Notice of Resignation

If the Employee voluntarily resigns his position with the Employer, the Employee shall provide as much written notice to the City as practicable, with a minimum of 30 days' notice unless the parties agree otherwise.

Section 11: Performance Evaluation

The Mayor shall annually review the performance of the Employee by June 1st of each year subject to the process, form, criteria, and format set out in the ICMA City Manager Performance Evaluation document attached hereto as Exhibit A, or any other such evaluation tool that is mutually agreed upon by the Mayor and Employee. It is understood and acknowledged that the Mayor will seek written input from the City Council prior to the performance evaluation. Every performance review and evaluation shall be in accordance with specific goals and performance objectives established for that evaluation period. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Unless the Employee expressly requests otherwise in writing, any City Council discussion of the evaluation of the Employee shall be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

In the event the Employer deems the evaluation instrument, format, and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours of business for the Employer and to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 13: Indemnification

A. Beyond that required by Federal, State or local law and supplemental thereto, Employer shall defend, save, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties, as City Administrator, or resulting from the exercise of judgment or discretion in connection with the performance of programs, duties or responsibilities, unless the act or omission involved willful and wanton conduct or as otherwise set forth below. Legal representation, provided by Employer for Employee, shall extend until the final determination of the legal action involving the Employee, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interests, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees, and any other liabilities incurred by, imposed upon, and suffered by such Employee in connection with or resulting from any claim, action, suit or proceedings, actual or threatened, arising out of or in connection with the

performance of his duties. Any settlement of any claim must be made with the prior approval of the Employer for indemnification as provided for this Section to be available.

B. Employee acknowledges that the Employer (or its insurer) shall have the right and ability to compromise and settle any claims against the City, including those in which Employee is a party and the claims against him arise out of his employment with the City. Any defense costs and litigation expenses shall continue to be paid on behalf of the Employee beyond Employee's service to the Employer as long as the litigation remains pending, and Employee remains a party.

C. PROVIDED THAT, Employer shall not be obligated to indemnify or save Employee harmless from any of his conduct that is intentional, willful and wanton, malicious, or is considered malfeasance in office, except to the extent that insurance coverage through the Employer's errors and omission and civil rights insurance carriers cover such acts.

Section 14: Other Terms and Conditions of Employment

A. The Employer, only upon 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 City Code, or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other department heads of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.

Section 15: Notices

All notices to be given under this Agreement shall be in writing and shall be delivered personally or sent via facsimile to the parties indicated below or sent by overnight courier or deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Employer:

City of Crest Hill
20600 City Center
Boulevard
Crest Hill, IL 60403
Attention: Mayor

If to Employee:

Chester Blaine Wing, III
6552 Shagbark Court
Lisle, IL 60532

Notice by facsimile shall be given on the day the facsimile was sent. Notice by overnight courier shall be deemed to be given on the first business day after deposit with the overnight courier. Notice by mail shall be deemed given on the second business day after deposit in the United States Mail as aforesaid.

Section 16: General Provisions

- A. This agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendment shall be incorporated and made a part of this Agreement.
- B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Employer and Employee and their respective successors and assigns, except that neither party may assign its rights under this Agreement without the prior written consent of the other party.
- C. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- D. Headings. The section and subsection headings contained herein are for convenience of the parties only and are not intended to define or limit the context of said sections and subsections.
- E. Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable, and the Agreement may be enforced with such provisions severed or as modified by the court.
- F. Governing Law; Venue. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to the personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action or proceeding.
- G. This Agreement may be executed in two or more counterparts, each of which may be deemed to be an original.
- H. Effective Date. This Agreement shall become effective as of June 2, 2025, or on the date last signed by a Party to the Agreement.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Employer and Employee have executed this Agreement on the day and year first above written.

EMPLOYER:

CITY OF CREST HILL,
An Illinois Municipal corporation,

BY: _____
Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EMPLOYEE:

Chester Blaine Wing, III