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**THE CITY OF ROCHELLE**  
**Ogle County, Illinois**

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**RESOLUTION**  
**NO.**

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**A RESOLUTION APPOINTING THE CITY MANAGER AND APPROVING AN**  
**EMPLOYMENT AGREEMENT**

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**JOHN BEARROWS, Mayor**  
**ROSE HUERAMO, City Clerk**

**TOM McDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN McDERMOTT**  
**ROSAELIA ARTEAGA**  
**BEN VALDIVIESO**  
**City Council**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle  
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. – City Attorneys  
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

**CITY OF ROCHELLE  
Ogle County, Illinois**

**RESOLUTION NO.  
Date Passed:**

**A RESOLUTION APPOINTING THE CITY MANAGER AND APPROVING AN  
EMPLOYMENT AGREEMENT**

**WHEREAS**, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

**WHEREAS**, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

**WHEREAS**, pursuant to Section 102, Chapter 2 of the Code of Ordinances, the City Manager shall be appointed by a majority vote of the City Council; and

**WHEREAS**, the City Manager shall be chosen by the City Council solely on the basis of executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office; and

**WHEREAS**, the City Council has conducted a recruitment and selection process for the position of City Manager and has determined that Zeke Jackson possesses the qualifications, experience, and leadership skills necessary to effectively serve in this role; and

**WHEREAS**, the City Council desires to formally appoint Zeke Jackson as City Manager and to establish the terms and conditions of employment through an Employment Agreement between the City and the City Manager; and

**WHEREAS**, the proposed Employment Agreement (attached herein as Exhibit A) sets forth the duties, responsibilities, compensation, benefits, performance expectations, and conditions of employment for the City Manager; and

**WHEREAS**, the City Council finds that the appointment of Zeke Jackson as City Manager and the approval of the Employment Agreement will promote effective administration, sound management, and the efficient delivery of municipal services; and

**WHEREAS**, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interests of the City and its residents to appoint Zeke Jackson as the City Manager and approve the Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Corporate Authorities of the City of Rochelle hereby appoint Zeke Jackson as City Manager. The City Mayor is hereby authorized to execute the Employment Agreement attached herein as Exhibit B.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 13th day of April 2026.

AYES:

NAYS:

ABSENT

ATTEST:

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City Clerk

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Mayor

STATE OF ILLINOIS        )  
  )        SS.  
COUNTY OF OGLE        )

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, “A RESOLUTION APPOINTING THE CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT,” which was adopted by the Mayor and City Council of the City of Rochelle on April 13, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13<sup>th</sup> day of April 2026.

\_\_\_\_\_  
CITY CLERK

**EXHIBIT A**  
**EMPLOYMENT AGREEMENT**

This Agreement made and entered into this 13<sup>th</sup> day of April, 2026, by and between CITY ROCHELLE, ILLINOIS, a municipal corporation (hereinafter referred to as “Employer” or “City”), as party of the first part, and Zeke Jackson (hereinafter referred to as “Employee” or “City Manager”), as party of the second part, both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employer desires to employ the services of said Employee as City Manager of the City of Rochelle, as provided by the Rochelle Municipal Code Section 2-101 et seq., and 65 ILCS 5/5 et seq.; and

WHEREAS, it is the desire of the Governing Board (hereinafter referred to as “City Council” or “City”) to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to: (1) secure and retain the services of Employee, (2) provide inducement for him to remain in such employment, and (3) to provide a just means for terminating Employee’s services at such time that Employer may desire to terminate his employment;

WHEREAS, Employee desires to accept continued employment as City Manager of the City of Rochelle; and

WHEREAS, the parties acknowledge that the Employee is currently a member of the International City/County Management Association (ICMA) and Employee agrees to be bound by the ICMA Code of Ethics.

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

**SECTION 1 - POWERS AND DUTIES OF THE CITY MANAGER**

A. The City Council hereby agrees to employ said Employee as City Manager of the City of Rochelle to perform the functions and duties specified in the Rochelle Municipal Code Section 2-104 and 65 ILCS 5/5 et seq. and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

B. Neither the City Council nor any of its members shall direct or request the appointment of any person to, or removal from, office by the City Manager or any of his subordinates, or in any manner part in the appointment or removal of officers and employees in the service of the City, except where expressly provided for by the City Code or State Law. The City Council and its members shall deal with employees of the City solely through the City Manager and neither the

City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

## **SECTION 2 – TERM**

A. The term of this Employment Agreement shall begin on June 8, 2026 and shall run two years past the Mayor’s current term, which is set to expire in May 1, 2027.

B. The City Manager serves at the pleasure of the City Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time subject only to the provisions of this Agreement.

C. Upon termination of this Employment Agreement upon mutual consent of the parties, employee may, if the parties agree, continue to function in the role of City Manager until a permanent replacement is selected by the City Council.

## **SECTION 3 – TERMINATION AND SEVERANCE PAY**

### **A. Termination**

For the purpose of this Agreement, termination shall occur:

1. In the event of action taken by the City Council at a duly convened and authorized public meeting.
2. In the event the Employee resigns in a writing delivered to the Mayor no later than 60 days before the effective date of the resignation.

### **B. Severance**

1. Subject to the provisions of Section 3B (3) below, in the event the City Manager is terminated as defined in Section 3A the City Council agrees to pay Employee a lump sum cash payment as follows:

A payment equal to twenty (20) weeks aggregate compensation, including salary and accrued, unused vacation.

This payment shall be made with the first regular payroll following the City Manager’s separation from service.

2. In the event the City Manager is terminated as defined in Section 3A by the City Council, then all life, health and disability insurance and all other city provided benefits shall continue in full force and coverage, so long as any applicable employee contributions are kept current, for a period equal to the period of severance set forth in Section (B)(1) or until similar coverage is provided to Employee by a subsequent employer (and is in full force and effect) whichever comes first. Said continuation of group health insurance

coverage shall be in addition to any protection afforded Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Coverage under COBRA shall begin on the date all health insurance coverage extended under the severance provisions herein expire.

3. In the event the City Manager resigns or is terminated for the following reasons, the City Manager shall not be entitled to any severance pay or benefits described in paragraph 1 of Section 3B: (1) job abandonment; (2) conviction of a felony offense; (3) conviction of a Class A misdemeanor related to the use or possession of illegal substances or unlawful use of alcohol; (4) violation of written City policies applicable to City employees pertaining to the use of illegal substances or on-duty intoxication; (5) gross negligence in the performance of his duties as City Manager; (6) conviction of any crime involving fraud, dishonesty or moral turpitude. However, the City Manager shall be entitled to all compensation and benefits accrued but unpaid at the date of termination.

C. Should the City Manager be permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the City Council shall have the right to terminate this Agreement subject to the severance provisions of Section B (above).

#### **SECTION 4 – SALARY**

Employer agrees to pay Employee for his services rendered pursuant hereto as City Manager at annual base salary of \$190,000.00 commencing June 8, 2026. After twelve (12) months of employment or otherwise determined by the Mayor and City Council, the salary adjustment is subject to the annual performance review and approval by the Mayor and City Council. The annual salary for the City Manager shall be payable in installments at the same time as other employees of the City of Rochelle are paid.

#### **SECTION 5 - RETIREMENT BENEFITS**

Employer agrees to pay the Employer's share of Social Security, Medicare and other retirement benefits granted to other City employees, including an IMRF pension. Employer hereby authorizes the Employee to purchase at employee's expense any eligible military, in-state or out-of-state prior municipal service credits as provided by state law.

#### **SECTION 6 - OTHER BENEFITS**

All provisions of the Rochelle City Code, rules and regulations of Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the City Manager as they would to all other employees of Employer, in addition to said benefits enumerated specifically for the benefit of the City Manager. Employer will pay 100% of Employee's individual health, dental and vision insurance premiums, but Employer will only pay Seventy-five (75%) Percent of insurance premiums for any spouses or dependents, consistent with

other non-union employees. Additionally, Employee shall receive vacation benefits as outlined in the personnel handbook in accordance to the Executive Level category. Employee will also start with Forty (40) hours of PTO that can be used by Employee subject to the policies of the City. These hours are in addition to and do not included the 13 days of holiday leave provided by the Employer to all of its employees. In the event the Employee retires or resigns, the Employee shall be paid for all accrued and unused vacation pay.

The Employee shall also be entitled to 97.5 sick leave hours per year and will be allowed to accrue additional sick leave days at the same rate as other employees (currently 3.75 hours per pay period up to a maximum of 1768 hours.).

The Employer shall pay for a term life insurance policy for the Employee with a Fifty-thousand (\$50,000.00) death benefit; however, they Employer is not obligated to maintain or pay for the term life insurance policy after Employee's employment with the Employer ends.

The Employee will receive a stipend of up to Seventy-Five (\$75.00) Dollars per month for his cell phone, subject to verification with his phone bill.

#### **SECTION 7 - PROFESSIONAL DEVELOPMENT**

Employer agrees to budget for and to pay the professional dues, subscriptions, travel, and subsistence expenses of the City Manager for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation on City time to include, but not limited to, National League of Cities (one meeting annually), International City Management Association, Illinois Municipal League, Illinois City Manager's Association, American Public Power Association, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member, or which said participation is beneficial to Employer, as well as other short courses, institutes and seminars. Management leave not to exceed ten (10) days annually shall be permitted.

#### **SECTION 8 - GENERAL EXPENSES**

A. Employer recognizes that official travel and certain expenses of a non-personal and generally job-affiliated nature are incurred by the City Manager and hereby agrees to reimburse or pay such reasonable general expenses subject to budget limitations.

B. Employer shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

C. The Finance Manager (or other designated employee) is hereby authorized to disburse funds as needed to fulfill all provisions of this Agreement, upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

## **SECTION 9 - PERFORMANCE EVALUATION**

A. The City Council shall review and evaluate the performance of the City Manager at least usually in advance of the Employee's anniversary date. Said review shall be in accordance with specific criteria developed jointly by the City Council and the City Manager. Said criteria may be adjusted as the City Council may from time to time determine, in consultation with the City Manager.

B. The Mayor shall provide the City Manager with a written summary of the findings of the Council and provide an opportunity for the City Manager to discuss the evaluation with the City Council.

C. Annually, the City Council and the City Manager shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the City of Rochelle and the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, the goals and objectives shall be reduced to writing. They shall be generally attainable within the time limitations specified and the adopted operating and capital budgets.

## **SECTION 10 – SUSPENSION**

Employer may suspend the City Manager with full pay and benefits at any time during the term of this Agreement, but only if a majority of the City Council votes to suspend the City Manager for "just cause", provided, however, that Employee shall have been given written notice setting forth the specific charges prior to such suspension. "Just cause" is defined, and hereby limited for the purposes of this section to the following reasons: (1) job abandonment; (2) conviction of a felony offense; (3) conviction of a Class A misdemeanor related to the use or possession of illegal substances or unlawful use of alcohol; (4) violation of written City policies applicable to City employees pertaining to the use of illegal substances or on-duty intoxication; (5) gross negligence in the performance of his duties as City Manager; (6) conviction of any crime involving fraud, dishonesty or moral turpitude; (7) other acts of misconduct which, in the reasonable opinion of the City Council, would have a significant negative effect on the conduct of City business or the performance of Employee's duties; (8) pending charges with respect to any of the immediately preceding causes.

## **SECTION 11-INDEMNIFICATION**

Employer shall defend, save 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 Manager. Employer will defend or compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment and the expiration of this Agreement, to provide full and complete protection to Employee by the City of Rochelle, as described herein for any acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of filing of a lawsuit

for such tort, claim, demand or other legal action occurs during or following his employment with Employer.

## **SECTION 12 - CONFLICT OF INTEREST PROHIBITION**

It is further understood and agreed that because of the duties of the City Manager within and on behalf of the City of Rochelle and its citizenry, the City Manager shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer, shareholder, or member of a limited liability company invest or participate in any business venture physically located in the corporate limits of the City of Rochelle, except for stock ownership in any company whose capital stock is publicly held. Employee further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or real property improvements within the corporate limits of the City of Rochelle, without the prior consent of the City Council.

## **SECTION 13 - GENERAL PROVISIONS**

A. Employee shall maintain residence in the City limits so long as this Agreement is in effect. Employee must establish residence in the City within six months of the appointment to City Manager. The Employer will provide up to Ten Thousand (\$10,000.00) Dollars of relocation expense reimbursement, subject to Employee's submission of all receipts for relocation expenses, which excludes the cost associated the purchase or rental of housing.

B. Employer agrees to pay the cost of the Employee's membership and dues in a local civic organization.

C. Employer acknowledges that Employee is currently licensed as a Paramedic. The parties agree that Employee can keep and maintain his Paramedics license at his own expense, but is strictly prohibited from serving as a Paramedic with the Rochelle Fire Department or the Ogle/Lee Fire Protection District, in any capacity.

D. The text herein shall constitute the entire Agreement between the parties.

E. Employee will perform his duties in accord with State Law (65 ILCS 5/5 et seq.) and the Rochelle Municipal Code Section 2-104 (Code 1996, 2.15.04).

F. This Agreement shall become effective upon adoption and approval by the City Council of the City of Rochelle.

G. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

H. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein, or a new Agreement has been negotiated and entered into by the City Manager and City Council.

I. Any action to enforce the terms of this Agreement shall only be brought in the Circuit Court of the 15th Judicial Circuit, Ogle County, Illinois.

J. This Employment Agreement may only be amended in writing and by the explicit written consent of the Employer and Employee.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the City of Rochelle has caused this Agreement to be approved by the City Council and signed and executed in its behalf by its Mayor and duly attested to by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

ACCEPTED:

\_\_\_\_\_  
John Bearrows, Mayor, City of Rochelle

\_\_\_\_\_  
Zeke Jackson, Employee

ATTEST:

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