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CITY OF TROY

ORDINANCE NO. 2023 - 48

**AN ORDINANCE OF THE CITY OF TROY AUTHORIZING THE CITY TO ENTER
INTO AND THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TROY AND CHRIS WASSER**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 18TH DAY OF SEPTEMBER, 2023**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 18th day of September, 2023.**

ORDINANCE NO. 2023 - 48

AN ORDINANCE OF THE CITY OF TROY AUTHORIZING THE CITY TO ENTER INTO AND THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF TROY AND CHRIS WASSER

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, desire to enter into an Employment Agreement to employ Chris Wasser ("Employee") as the Chief of Police for the City of Troy, Illinois ("Employer"); and

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, believe it is in the best interest of the City to enter into an Employment Agreement between the Employer and Employee to set forth the terms and conditions of Employee as the as the Chief of Police for the City of Troy, Illinois.

NOW, THEREFORE, be it ordained by the Mayor and the City Council of the City of Troy, Madison County, Illinois, as follows:

SECTION 1. The recitals set forth above are incorporated herein and are true and accurate.

SECTION 2. The Employment Agreement between the Employer and Employee, a copy of which is attached hereto as Exhibit "A", is hereby approved and adopted.

SECTION 3. The Mayor, on behalf of the City of Troy, Illinois, is hereby authorized to execute, and the City Clerk is directed to attest, the Employment Agreement between the Employer and Employee.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this **18th day of September, 2023**.

Aldermen Vote:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>6</u>
Tim Flint	<u>ABSENT</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>ABSENT</u>	Absent:	<u>2</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:

By: 

DAVE NONN, Mayor
City of Troy, Illinois

ATTEST:

BY: 

KIMBERLY THOMAS, Clerk
City of Troy, Illinois



EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 18TH day of SEPTEMBER, 2023, by and between The City of Troy, Illinois, a municipal corporation, hereinafter called "Employer", and Chris Wasser, hereinafter called, "Employee", WITNESSETH:

WHEREAS, Employer desires to employ the service of Chris Wasser as Chief of Police of Troy as provided by the Troy Code of Ordinances;

WHEREAS, it is the desire of the Mayor and City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee;

WHEREAS, it is the desire of the Mayor and City Council to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide for means for terminating Employee's services at such time as he may be unable to perform his duties due to disability or when Employer may otherwise desire to terminate his employ; and,

WHEREAS, Employee desires to accept employment as Chief of Police of the City of Troy;

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

Section 1. Duties

(A) Employer hereby agrees to employ Chris Wasser as Chief of Police of Employer to perform the Administrative functions and duties specified in the Code of Ordinances of the City of Troy, and to perform other legally permissible and proper Administrative functions and duties as the Mayor and City Council shall from time to time assign.

(B) Employee agrees to perform, at all times faithfully, industriously and to the best of his ability, experience and talent, all of the duties that may be required of him pursuant to the express or implied terms of the Agreement, to the reasonable satisfaction of the Employer.

(C) Duties will be rendered within the City of Troy, Illinois, and at any other place or places as Employer, in good faith requires, or as the interests, needs, business and opportunities of Employer requires or makes advisable.

Section 2. Term of Employment

The term of the Agreement shall be for a period of approximately one (1) year and nine (9) months, commencing on September 18, 2023, and terminating on April 30, 2025, subject, however, to prior termination as provided below.

Section 3. Salary Reimbursement and Benefits

(A) Employer shall pay Employee and Employee agrees to accept from Employer, in full payment for Employee's services under this Agreement, a salary as set forth in the annual budget as approved by the Mayor and City Council. The salary for the Chief of Police for the City of Troy, Illinois, shall be \$113,000.00 upon execution of this Agreement by both parties which shall be paid in approximately equal biweekly payments in accordance with the City's payroll policy. On May 1, 2024, Employee shall receive a 3% raise (which amounts to an annualized rate of \$116,390.00).

(B) Employer will reimburse Employee for any and all necessary, customary, and usual expenses incurred by him while traveling for and on behalf of the Employer pursuant to the Employer's directions.

(C) Employer will pay reasonable annual membership dues or fees incurred by Employee for those associations directly related to Employee's duties for the City of Troy, Illinois.

(D) Where not otherwise stated in this Agreement, Employee shall receive the fringe benefits offered City employees as set forth in the City of Troy Employee Benefit Handbook, as amended from time to time.

(E) Employee must present written bills and/or invoices, as well as proof of payment and/or receipts, in order for payment or reimbursement of expenses or dues to issue.

Section 4. Vacation, Sick Leave, and Compensatory Time

Employee shall earn and maintain the same vacation and sick time benefits that he has previously received in the position of Assistant Chief of Police. Employee shall also continue to receive the fringe benefits offered to City employees as set forth in the City of Troy Employee Benefit Handbook, as amended from time to time. Employee may accumulate and maintain a maximum of one hundred twenty (120) hours of compensatory time to be paid upon termination or retirement.

Employer shall provide Employee paid vacation in the amount of five (5) weeks annually, that must be used or lost by Employee annually (prior to December 31), as this paid vacation shall not accumulate. Employee may accumulate and maintain a maximum of nine hundred sixty (960) hours of sick leave to be paid at a rate of 100% upon retirement. Employee

shall receive sick leave time as set forth in the City of Troy Employee Benefit Handbook, as amended from time to time.

Section 5. Termination and Severance Pay

(A) This Agreement shall terminate upon the occurrence of any of the following events:

- (i) the failure of the Mayor to appoint or reappoint the Employee;
- (ii) the failure of the City Council to consent to the appointment or reappointment of the Employee;
- (iii) the failure of the Employee to perform his duties satisfactorily after written notice thereof ;
- (iv) the Employee is convicted of a misdemeanor involving theft, dishonesty or moral turpitude, or is convicted of any felony;
- (v) the death of the Employee.

(B) In the event the Agreement is terminated based on the occurrence of the events listed in Section 5(A)(i) or 5(A)(ii), the Employee shall return to an hourly rate of \$51.07/hour (Employee's last pay rate prior to his promotion to Chief) in a capacity that suits the needs of the police department. At this time, the Employee may elect termination and receive the following severance package within (5) days of that termination.

- (i) To pay Employee all accumulated vacation and sick leave in accordance with the City of Troy Benefit Handbook (incorporating sick time limitations and required usage of vacation time) in a lump sum; and
- (ii) To pay Employee for thirty (30) days following termination. Said payments shall be made to Employee on a bi-weekly basis, and include all pensionable amounts and service time credit, or upon Employee's election, in a lump sum, which shall not include all pensionable amounts or service time credit. Employee's election must be made within five (5) days of Employee's termination; and
- (iii) Employer shall pay the Employer's share of Employee's health insurance coverage for thirty (30) days following termination.

(C) In the event this Agreement is terminated based on the occurrence of the events listed in Section 5(A)(iii) of 5(A)(iv), Employee shall not be entitled to any severance pay or severance benefits.

(D) Employee may terminate this Agreement by giving Employer at least one hundred and eighty (180) days prior written notice, in which event, Employee shall not be entitled to any severance pay or severance benefits.

(E) In the event this Agreement is terminated based on Section 5(A)(v), Employee's estate, heirs or next of kin shall not be entitled to any severance pay or severance benefits.

Section 6. Option to Terminate Contract for Permanent Disability of Employee

(A) Notwithstanding anything in this Agreement to the contrary, Employer has the option to terminate this Agreement in the event that during its term, Employee becomes permanently disabled as the term permanently disabled is defined below. This option may be exercised by Employer by giving notice to Employee by certified mail or personal delivery of its intention to terminate this Agreement on the last day of the month during which notice is delivered or mailed.

(B) For the purposes of this Agreement, Employee will be deemed to have become permanently disabled if, during any year of the term of this Agreement, because of ill health, physical or mental disability, or other causes beyond his control, he will have been continuously unable or unwilling or have failed to perform his duties for a total period of four (4) weeks, either consecutive or not, beyond his accrued sick leave.

(C) For the purposes of Section 6(B) of this Agreement the term "any year of the term of this Agreement" is defined to mean any period of 12 calendar months commencing on the first day of January and terminating on the 31st day of December.

Section 7. Use of Automobile

(A) Employer has voluntarily adopted policies or programs offering automobile usage to certain supervisory personnel. This benefit may be modified or discontinued at the City's discretion. Subject to the foregoing, Employer shall furnish to Employee an automobile of Employer's choice for Employee to use at his discretion. Employer shall be responsible for providing insurance, operational expense and maintenance and repairs of the automobile.

Section 8. Hours of Work

(A) Employee shall devote the whole of his time, attention and energies to the performance of his duties and will not either directly or indirectly be employed by any other person or business or entity during the term of this Agreement.

(B) Employer recognizes that Employee is required to devote substantial time outside normal business hours in performance of his duties including but not limited to attending meetings at the request of the Mayor or the City Council, therefore, Employee is not required to maintain regular working hours during normal business hours. Employee shall, however, be required to work at least forty (40) hours in each work week.

Section 9. Indemnification

(A) Employer shall defend, hold harmless and indemnify Employee against any claim, demand, legal action or proceeding arising out of Employee's performance of his duties or based upon an alleged act or omission by Employee while performing his duties, provided Employee was acting within in the scope of his employment and in furtherance of his duties and not engaged in any alleged intentional conduct, willful and wanton conduct or criminal conduct.

(B) Employer has the right in Employer's sole discretion, to compromise and settle any such claim, demand or legal action without the Employee's consent.

Section 10. Bonding

Employer shall pay the cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 11. Other Terms, Condition and Benefits of Employment

Subject to the terms of this Agreement, Employer reserves the right to establish, maintain, amend, modify or terminate such other terms, conditions, and benefits of employment as set forth in the City of Troy Employee Benefit Handbook.

Section 12. Notices

All notices pursuant to this Agreement shall be made in writing and delivered via certified mail or personal delivery to the Mayor on behalf of the Employer at City Hall, Troy, Illinois and to the Employee, at the address on file with the City Clerk, or at such other address as either party requests of the other in writing.

Section 13. General Provisions

(A) The text herein shall constitute the entire Agreement between the parties and may not be modified, altered or amended except in writing, signed by Employer and Employee. Notwithstanding the foregoing, any amendments, modifications or revisions to the City of Troy's Employee Benefit Handbook shall automatically be an amendment to this Agreement without further action by Employer or Employee.

(B) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

(C) This Agreement shall become effective upon its execution.

(D) 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 be deemed severable, shall not be affected, and shall remain in full force and effect.

(E) Employer and Employee have had the opportunity to read, review and analyze this Agreement and, if necessary, consult with an attorney of their choice regarding the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Mayor and City Council for the City of Troy, Illinois, have caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed this Agreement in his own behalf, both in duplicate, the day and year first above written.


EMPLOYER

EMPLOYEE

THE CITY OF TROY

CHRIS WASSER

BY:



David Nonn, Mayor



Chris Wasser, Employee

ATTEST:



Kim Thomas, City Clerk