ORDINANCE NO. 2025-4522

ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF BARRINGTON AND SCOTT ANDERSON AS VILLAGE MANAGER

WHEREAS, the Village of Barrington is a Home Rule municipal corporation (the "Village") located in Cook and Lake Counties, Illinois; and

WHEREAS, in 2019, pursuant to a certain Village Manager Employment Agreement, Scott Anderson was employed by the Village of Barrington to serve as its Village Manager, and the Corporate Authorities of the Village desire to continue to employ Scott Anderson as Village Manager for the Village of Barrington and, therefore, the President and Board of Trustees of the Village desire to approve a new Employment Agreement with Scott Anderson for the term beginning May 12, 2025 through the date in May, 2029 on which the term of office of current Village President, Michael Moran, expires (the "2025 Employment Agreement"), which 2025 Employment Agreement provides for, among other things, an increased salary of $250,000.00 to be paid to Scott Anderson and the payment by the Village to Scott Anderson of a $10,000 performance bonus by the end of June, 2025; and

WHEREAS, the Corporate Authorities of the Village hereby find that it is in the best interests of the Village and its residents that Scott Anderson continue to be employed by the Village as its Village Manager and that said 2025 Employment Agreement be authorized, approved, executed, and in effect; and

WHEREAS, the Deputy Village Clerk, acting on behalf of the Village Clerk, has fulfilled the Village's obligations as a municipal employer pursuant to 5 ILCS 120/7.3 to post on the Village's website the total compensation package for Village Manager Scott Anderson at least six (6) days before the date of the approval of this Ordinance and of the 2025 Employment Agreement which is attached hereto; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble to this Ordinance are true and correct and the same are hereby incorporated by reference herein as findings of fact of said Corporate Authorities to the same extent as if each had been set forth herein in its entirety.

SECTION 2. The 2025 Employment Agreement by and between the Village and Scott Anderson for the term beginning May 12, 2025 through the date in May, 2029 on which the term of office of current Village President, Michael Moran, expires, a copy of which 2025 Employment Agreement is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved, and the execution thereof by the Village President and attestation by the Village Clerk are hereby authorized. The Village Clerk is hereby directed to provide an executed duplicate original of

said 2025 Employment Agreement to Scott Anderson and to retain an executed duplicate original for the Village's records.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 12th DAY OF MAY, 2025 BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Prigge, Klauer and President Darch

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

APPROVED THIS 12th DAY OF MAY, 2025

Michael Moran, Village President

ATTESTED AND FILED THIS
12th DAY OF MAY, 2025

James Dillon, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

2025 EMPLOYMENT AGREEMENT WITH SCOTT ANDERSON, AS VILLAGE MANAGER

VILLAGE MANAGER
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 12th day of May, 2025, by and between the VILLAGE OF BARRINGTON, an Illinois municipal corporation (the "Village"), and SCOTT ANDERSON ("Mr. Anderson").

WHEREAS, Mr. Anderson was previously employed and has been serving as the Village Manager for the Village, and the Village desires to continue to employ Mr. Anderson's services as the Village Manager under the terms, provisions, and conditions set forth in this Agreement; and

WHEREAS, Mr. Anderson desires to accept and continue such employment with the Village under the terms, provisions, and conditions as set forth herein; and

WHEREAS, the Village Board of Trustees is authorized to employ individuals for all positions in the Village service, and set terms and conditions of employment for its employees;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the Village and Mr. Anderson agree as follows:

Section 1 -- Employment and Duties

A. Employment. The Village shall, and does hereby agree to, continue to employ Mr. Anderson as Village Manager and Mr. Anderson shall, and does hereby agree to continue his employment with the Village as Village Manager and to continue to perform the duties and responsibilities of Village Manager, commencing May 12, 2025.

B. Employment is At-Will. Subject to the notice requirement in Section 2 of this Agreement, Mr. Anderson is employed at the will of the Village Board of Trustees (the "Village Board"), and nothing in this Agreement shall create any property right in his employment or any other right to the continuation of his employment with the Village. No act of the Village Board, the Village President, any Village Board member, any Village employee, or any legal representative or other agent of the Village shall create any such property right or any such other right unless specifically ratified in writing by the Village Board.

C. Duties. As Village Manager, Mr. Anderson shall continue to perform all duties and activities associated with the position of Village Manager as set forth in the Barrington Village Code, as the same may from time to time be amended, and Mr. Anderson shall engage in any and all other activities and shall perform such other legal, permissible, and proper tasks as may be assigned to him from time to time by the Village President and/or the Village Board, or any duly authorized and appropriate boards, committees, or commissions of the Village. Such additional or other assigned activities and tasks shall be consistent with the background, training, and qualifications of Mr. Anderson and within the range of tasks normally considered incidental to or implied by the position of Village Manager.

Mr. Anderson shall report directly to the Village President and shall keep the Village Board fully informed of his activities.

D. Exclusive Employment. Mr. Anderson shall work exclusively for the Village and shall work diligently utilizing his best efforts in the performance of the services hereunder. Mr. Anderson shall devote his entire business time, attention, and energies to the performance of the services hereunder and shall not, without the prior written consent of the Village President, actively engage (in contrast to passive engagement) in any income- or profit-generating activities.

E. Employment Rules and Regulations. Except for the benefits specifically provided herein for Mr. Anderson, all other provisions of the Village Code, and all regulations and rules relating to Village employment, or to other fringe benefits and working conditions as currently exist or as may hereafter be amended, shall apply to Mr. Anderson as they would to any other non-sworn exempt Village employee.

Section 2 -- Term and Termination

A. Term of Agreement. This Agreement and Mr. Anderson's employment shall terminate on the date in May, 2029 on which the term of office of the current Village President (Michael Moran) expires, unless his employment and this Agreement are terminated earlier upon the occurrence of any of the following events: (i) Mr. Anderson's death; (ii) Mr. Anderson's permanent disability; (iii) Mr. Anderson's resignation; or (iv) Mr. Anderson's termination by the Village pursuant to subsection E below.

B. Termination by Death or Permanent Disability. In the event of Mr. Anderson's death, this Agreement shall terminate automatically and without any liability of the Village to Mr. Anderson or his estate, except Mr. Anderson's estate shall be entitled to payment for 100 percent of any of his accrued but unused vacation days and personal days. If there is any question regarding Mr. Anderson's fitness-for-duty during the term of this Agreement, he agrees to submit to a medical evaluation by a doctor or doctors selected by mutual agreement by and between the Village and Mr. Anderson, and to cooperate fully in connection with any medical evaluation. In the event of a "Permanent Disability" (as defined below) that renders Mr. Anderson unable to perform his essential job duties, with or without reasonable accommodation, as determined by one or more medical doctors selected by the Village, then notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate automatically and without any liability of the Village to Mr. Anderson.

C. For purposes of this Agreement, "Permanent Disability" means Mr. Anderson's inability, because of illness, injury or other physical or mental incapacity, to perform his duties (even when and after reasonable accommodation is provided) hereunder (as determined in good faith) for a continuous period of one hundred twenty (120) days within any three hundred sixty (360) consecutive day period, in which case such Permanent Disability shall be deemed to have occurred on the last day of such one hundred twenty (120) day of three hundred sixty (360) day period, as applicable.

In the event this Agreement is terminated due to Mr. Anderson's Permanent Disability, he shall not be entitled to the severance payments set forth in Section 2 of this Agreement, unless the Agreement is terminated due to Mr. Anderson's Duty-Related Total Disability (as defined below), but Mr. Anderson shall be entitled to receive any accrued but unused vacation and personal days.

If Mr. Anderson becomes disabled due to a duty-related accident, injury or medical condition, Mr. Anderson shall be entitled to receive the same paid disability benefits as are generally applicable to management employees of the Village. In addition, if such a duty-related accident, injury or medical condition results in one of the following events, then the Village shall pay a lump sum severance payment equal to twenty (20) weeks of compensation, as follows: (a) Mr. Anderson's Permanent Disability ("Duty-Related Permanent Disability"), and this Agreement is therefore terminated,

severance in an amount as provided for in this Agreement shall be paid to Mr. Anderson; or (b) Mr. Anderson's death ("Duty-Related Death"), severance in an amount as provided for in this Agreement shall be paid to his estate.

D. Voluntary Termination/Resignation by Mr. Anderson. In the event Mr. Anderson desires to voluntarily terminate this Agreement by resigning from the position of Village Manager, he must provide the Village President with not less than sixty (60) days advance written notice, unless the Village Board in its discretion decides to allow a shorter notice period. Mr. Anderson shall not be entitled to any severance pay if he voluntarily resigns his employment, except payment for accrued but unused vacation and personal days.

E. Termination by the Village. The Village may terminate this Agreement and the employment of Mr. Anderson at any time upon a two-thirds (2/3) vote of the Corporate Authorities of the Village. If the Village Board terminates Mr. Anderson's employment for any reason other than "Misconduct" (as defined in subsection F below), Mr. Anderson shall be entitled to severance pay in an amount equal to twenty (20) weeks of his annual base salary, plus payment for any accrued but unused vacation and personal days. If Mr. Anderson is terminated for "Misconduct" (as defined in subsection F below), he will not be entitled to the severance pay described in the aforementioned sentence.

F. Definition of "Misconduct. For purposes of Subsection E above, "Misconduct" is defined as follows:

(i) The failure of Mr. Anderson to comply with any of the provisions of this Agreement, other than an isolated, insubstantial or inadvertent action not taken in bad faith and which is remedied by Mr. Anderson within thirty (30) days after receipt of written notice thereof given by the Village; or,

(ii) A final judgment, after any appeal, of conviction of Mr. Anderson by a court of competent jurisdiction of a criminal offense, other than a traffic violation; or,

(iii) The engagement in, or performance of, an act of dishonesty by Mr. Anderson constituting a felony or a misdemeanor involving moral turpitude under the laws of the United States or the State of Illinois; or,

(iv) The refusal, failure or neglect of Mr. Anderson to perform his duties under this Agreement which results in a materially detrimental impact on the business or reputation of the Village unless remedied by Mr.

Anderson within thirty (30) days after receipt of written notice thereof given by the Village; or,

(v) The engagement by Mr. Anderson in malfeasance, illegal, unethical or other wrongful conduct which results in a material detrimental impact on the business or reputation of the Village; or,

(vi) The violation of Village ordinances, regulations and/or personnel policies which results in a material detrimental impact on the business or reputation of the Village;

Notwithstanding the foregoing, "Misconduct" that precludes the Village from paying Mr. Anderson severance pay shall also include conduct as defined 5 ILCS 415/5, as may be amended from time to time.

Section 3 – Compensation and Benefits

A. (1) Base Salary. Effective May 12, 2025, and thereafter, until subsequently amended by the Village Board, the Village shall pay Mr. Anderson an annual base salary of $250,000.00, payable in installments in accordance with the Village's normal payroll practices. Thereafter, and without being obligated to make any further adjustment in base salary, the Village Board shall review Mr. Anderson's base salary on an annual basis, on or about the anniversary of the employment start date of Mr. Anderson, at which time the salary may be adjusted from time to time as the Village Board, in its sole discretion, may determine. The aforementioned annual salary will be prorated accordingly for any partial calendar year that Mr. Anderson works for the Village.

(2) Bonus. In addition to the base salary to be paid to Mr. Anderson, Mr. Anderson shall be paid a performance bonus of Ten Thousand Dollars ($10,000.00) by the end of June, 2025.

B. Insurance and Retirement Benefits. Mr. Anderson has participated in and shall be entitled to continue to participate in employee insurance and retirement benefit plans or programs of the Village, including medical and dental plans and the Illinois Municipal Retirement Fund, to the extent that his position, tenure, salary, age, health and other qualifications make him eligible to participate on the same basis as all other non-sworn, exempt Village employees, subject to the rules and regulations applicable thereto.

C. Vacation and Personal Days. Notwithstanding any contrary provision in the Village Personnel Policy Manual, Mr. Anderson received ten (10) paid

vacation days on January 1, 2025. On June 1, 2025, Mr. Anderson shall receive another ten (10) paid vacation days. Thereafter, Mr. Anderson shall be granted vacation time consistent with the Department Head vacation accrual schedule as outlined in the Village Personnel Policy Manual. This includes the vacation carry over provision that limits the amount of hours to be rolled over from one calendar year to the next. Notwithstanding any contrary provision in the Village Personnel Policy Manual, Mr. Anderson received one (1) paid personal day on January 1, 2025. On June 1, 2025, Mr. Anderson shall receive another three (3) paid personal days. Thereafter, Mr. Anderson shall be granted personal time consistent with the full-time employee accrual schedule as outlined in the Village Personnel Policy Manual. This includes the limitation that personal time cannot be carried over from one calendar year to the next.

D. Other Village Benefits. Mr. Anderson will receive holidays, sick leave, and other employment benefits as provided for in the Village Personnel Policy Manual that other non-sworn, exempt Village employees may be afforded, as the Manual may be changed from time to time by the Village.

E. Automobile Allowance. The Village shall pay to Mr. Anderson the sum of $6,000.00 per year, payable monthly, as a vehicle allowance to be used to purchase or lease a vehicle, or for the use of his existing vehicle. Mr. Anderson shall be responsible for paying for liability, property damage, and comprehensive insurance coverage for such vehicle, and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of such vehicle. Mr. Anderson agrees that his vehicle will be maintained in a manner that reflects a suitable appearance, working condition and professional image for the Village.

F. Cell Phone. Mr. Anderson will use his own personal combined cellular telephone and e-mail device ("cell phone") for his use in the performance of the duties of his position during the term of his employment with the Village. The Village shall pay to Mr. Anderson a $50.00 stipend each month to cover the expenses and fees associated with such personal cell phone.

G. Memberships and Conferences. The Village shall budget for and pay the annual dues and subscriptions for Mr. Anderson's membership in the International City/County Management Association ("ICMA") and Illinois City/County Management Association ("ILCMA"), and such other professional dues and subscriptions as the Village Board may deem reasonably necessary for participation in national, regional, State, and local

professional organizations desirable for the advancement of the best interests of the Village. The Village also shall budget and pay for travel and subsistence expenses reasonably incurred by Mr. Anderson for attendance at two (2) in-state and one (1) out-of-state professional development conference. To secure such Village payment, Mr. Anderson must submit in advance to the Village President a proposed budget and description of the professional development conference. In turn, Mr. Anderson shall timely submit all receipts and other supporting documentation requested by the Village in accordance with Village practice and procedures. Travel to any conference not within the contiguous United States is prohibited except upon prior approval of the Village Board.

H. Business Expenses. Mr. Anderson shall be entitled to reimbursement of all necessary and reasonable expenses incurred by him in the performance of his duties, tasks, and responsibilities under this Agreement, subject to the presentation of appropriate vouchers in accordance with all applicable laws, Village rules, and subject to review and approval by the Village Board.

I. No Tax Liability. All payments made, or benefits provided, to Mr. Anderson pursuant to this Section 2 are subject to the usual and appropriate withholdings as required by applicable federal, state, or local laws (including for example tax withholdings). Nothing in this Agreement shall be deemed or interpreted as requiring the Village to pay, directly or by way of reimbursement, to Mr. Anderson any federal or state income tax liability that Mr. Anderson may incur as a result of this Agreement or any of the transactions contemplated herein. Mr. Anderson shall comply with all applicable Internal Revenue Service and Illinois Department of Revenue requirements and regulations concerning the transactions, benefits or payments contemplated in this Agreement.

Section 4 – Annual Performance Evaluation

The Village Board shall review Mr. Anderson's performance on an annual basis. The evaluation process will include the opportunity for the Village Board to prepare a written evaluation, meet and discuss the evaluation, and present a written summary of the evaluation results. The Village and Mr. Anderson shall establish annually a schedule of goals and indicators for Mr. Anderson, which schedule shall be used as a basis of measurement of Mr. Anderson's performance at the annual valuation.

Section 5 – Confidentiality

Mr. Anderson acknowledges that he will have access to confidential information of, about, and belonging to, the Village ("Confidential Information"). Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. Mr. Anderson covenants and warrants that, both during and after his term of employment, he will not directly or indirectly use, divulge, furnish, or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the Village in a fiduciary capacity, without the prior express written authorization of the Village, but instead Mr. Anderson will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or as otherwise required or permissible by law.

Section 6 – Property of the Village

All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the Village are and will at all times remain the property of the Village. Upon termination of Mr. Anderson's employment with the Village, regardless of cause therefor, Mr. Anderson shall promptly surrender to the Village all property provided to him by the Village for use in relation to his employment, including, without limitation, the equipment described in Section 3.F of this Agreement.

Section 7 – Miscellaneous

A. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given either upon delivery of such notice in person or on the second day after posting by certified mail with postage prepaid and with return receipt requested, addressed as follows to the party to whom notice is given, unless the address is modified in any notice subsequently given by such party:

If to the Village: Village of Barrington
200 South Hough Street
Barrington, Illinois 60010
Attention: Village President

If to Mr. Anderson: Mr. Scott Anderson
485 Mayfair Lane
Buffalo Grove, Illinois 60089

B. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to employment of Mr. Anderson and supersedes all prior written and oral agreements or understandings pertaining thereto.

C. Amendments. No amendments, changes, modifications, alterations or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.

D. No Waiver. Any failure by either party to enforce any provision of this Agreement shall not prejudice such party's right to demand strict performance or enforcement for any future performance required hereunder.

E. Assignment; Binding Effect. This Agreement with respect to Mr. Anderson is personal in nature and Mr. Anderson shall not assign the same or any obligations hereunder, provided that Mr. Anderson may assign his right to payment hereunder with the consent of the Village. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, except as hereinbefore limited.

F. Severability. In the event any term of this Agreement shall be held unconstitutional, illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, neither the validity of the remaining part of such term, nor the validity of any other terms of this Agreement shall in any way be affected thereby.

G. Acknowledgments. The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have the Agreement reviewed by counsel of their choosing.

H. Headings. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or the intent of any provision hereof.

I. Neutral Construction. The language of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties, regardless of who drafted this Agreement or the language contained herein.

Section 8 – Governing Law

The execution, validity, construction, interpretation, performance and enforcement of this Agreement shall be governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

VILLAGE OF BARRINGTON

By: _____
Michael Moran, Village President

ATTEST: _____
James Dillon, Village Clerk

_____
SCOTT ANDERSON

ATTEST: Jim Dillon by Jillian Chopourian, Deputy Village Clerk