

**EMPLOYMENT AGREEMENT
ZONING AND ECONOMIC DEVELOPMENT ADMINISTRATOR**

THIS EMPLOYMENT AGREEMENT ("Agreement") is dated this 23rd day of May, 2023, by and between the City of Benton, Illinois, a municipal corporation ("Employer") and Mr. Brian Calcaterra ("Employee").

WITNESSETH:

WHEREAS, Employer desires to employ Employee;

WHEREAS, This Agreement is effective from June 1, 2023 through May 31, 2027;

WHEREAS, Employee acknowledges that employment at Employer affords him the opportunity to engage in favorable relations with Employer's business;

NOW, THEREFORE, in consideration of the covenants, and agreements contained herein, the employment of Employee and the benefits resulting therefrom to Employer, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Employer agrees to employ Employee to work as the Zoning and Economic Development Administrator and TIF Administrator of the City of Benton at Benton, Illinois, from June 1, 2023 and ending on June 1, 2027. The Employer may terminate the Employee for good cause. In such case, the Employer shall provide Employee at least twenty-eight (28) days prior written notice of the termination. Employee must give Employer twenty-eight (28) days' notice prior to terminating his employment with the Employer.
2. Employee agrees dutifully to perform the duties of the Zoning and Economic Development Administrator, and TIF Administrator including, but not limited to the following and any such duties subsequently agreed on by Employer and Employee:
 - Zoning Issues/Demolitions
 - Annexation Agreements
 - TIF and Enterprise Zone Applications/Reports
 - Inducement Agreements
 - Redevelopment Agreements
 - Housing Rehabilitation Programs
 - Grant Application Assistance
 - FOIA Requests
 - Planning Commission/Zoning Appeals
 - Alley/Street Closings
 - Bid Notices/Legal Notices/Advertisements/Public Hearing Notices Subject to City Attorney Approval
 - Tax Exemption Applications for Municipal Properties
 - Assist with Lake Lot Leases and Transfers
 - Attend City Council Meetings as Requested
 - Reports with State and Local Agencies
 - Other Job Duties as Requested by the Mayor or Council
3. Employee agrees to work, (except excused absences, vacation, personal days, sick leave, and City holidays), for eighty (80) hours per two (2) week pay period. Employee's

position is an upper management position. No overtime pay will occur or accrue, however, compensatory' time may be banked up to 40 hours.

4. Employer agrees:

- (a) to pay Employee a salary at the rate of \$48,000.00 annually, beginning June 1, 2023, and paid on a biweekly basis;
- (b) that the Employee's original date of hiring with the City was November 1, 2021. On the first (1st) anniversary date, November 1, 2022, the employee received one (1) week of vacation;
- (c) that the Employee may accrue compensatory ("comp") time on an hourly basis up to and including a maximum of 40 hours. Comp time may be used upon approval of the Mayor. Approval must be in writing, signed by both parties, and may not be unreasonably withheld;
- (d) that a personnel action form shall be approved by the Mayor and will be utilized for either the accrual of, or use of comp time;
- (e) that on the first day of each fiscal year, May 1st, the employee will receive eighty (80) hours of sick time. The employee may accumulate up to but no more than (30) days of sick time at any one time and may elect to sell back, at the end of the fiscal year, any unused time over twenty (20) days, up to a maximum of ten (10) days. The request to sell back time must be presented in writing to the City Treasurer no later than April 30th. Upon termination of service, the employee will be paid all remaining sick time and vacation time on the books and to be paid in full the year of termination.
- (f) that the Employee shall receive six (6) personal days on the first day of each fiscal year. Personal days are use or lose.
- (g) that the Employee will maintain a valid Illinois driver's license while employed by the City;
- (h) that the Employee shall be permitted use of a City vehicle for official departmental use;
- (i) that the Employee shall acknowledge that no severance pay will be given upon departure from the position of employment;
- (j) that the Employee shall enjoy the same holidays that City Hall observes;
- (k) that the Employee must be able to physically perform any job function;
- (l) that effective annually on the first day of the fiscal year of the City of Benton, there shall be an adjustment in the salary paid hereunder, of a two percent (2%) increase;
- (m) that the Employee shall assist the Mayor and City Council in any other duties assigned to or required of him;
- (n) that the Employee shall reside within the Benton Grade School District.

5. Employee agrees that this Agreement is intended to protect and preserve legitimate business interest of Employee. It is further agreed that any breach of this Agreement may render irreparable harm to Employer. In the event of a breach of this agreement by either party, either party shall have available to it all remedies provided by law or equity. During the Agreement Term and thereafter, the Employee and employer mutually agree that he/it will take no action which is intended, or could reasonably be expected, to harm the Employee or the City of Benton or its/his reputation or which could reasonably be expected to lead to unwanted or unfavorable publicity to the City of Benton or Employee.

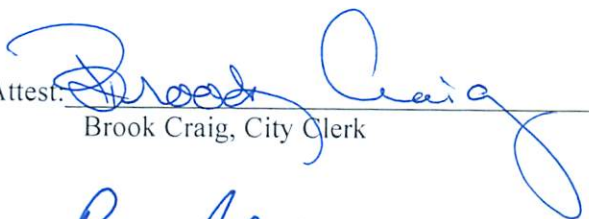
6. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. No change, modification, or amendments shall be valid unless the same is in writing, signed by the parties hereto, and specifically provides

for amendment, change, or modification of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party to be charged. This Agreement replaces and supersedes all prior agreements between parties. This agreement terminates after May 31, 2027.

7. Employee agrees he has read, understood, and had an opportunity to consult with counsel regarding this Agreement and executes same as his free and voluntary act.
8. If any portion of this Agreement shall be, for any reason, declared invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect to the fullest extent permitted, and the invalid or unenforceable portion shall be reformed, if possible, so as to be valid and enforceable.
9. This Agreement shall be subject to and governed by the laws of the State of Illinois. This Agreement may be executed in counterparts.

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


By: Mayor Lee Messersmith

Attest: 
Brook Craig, City Clerk


Employee, Brian Calcaterra

