

Memo

To: Village President, Debbie Meyers-Martin
From: Cynthia Saenz, Finance Director
Date: 9/29/2014
Re: Sharpwatch FOIA Request – September 10, 2014

In response to the FOIA request from Sharpwatch as it relates to Village Administrator David Mekarski, please find the following:

Salary and Benefits – Mr. Mekarski's annual salary for fiscal year 2013-2014 was \$153,750.00. All Village employees received a 2.5% salary increase per ordinance for the 2014-2015 fiscal year. Mr. Mekarski's salary effective 5/1/2014 is \$157,593.60.

Life Insurance – The Village shall pay/or reimburse Mr. Mekarski the premium due for term life insurance in the amount of three times his annual base salary. Payment to Fidelity Life for fiscal year 2013 – 2014 was \$7,942.00.

Disability Insurance – The Village agrees to make required premium payments for long term disability coverage for Mr. Mekarski. Currently Mr. Mekarski does not have a disability plan in place, so the Village is not contributing to such plan.

Retirement Benefits – The Village agreed to enroll Mr. Mekarski into the applicable Illinois Municipal Retirement Fund and make all appropriate contributions of the required employer share. For fiscal year 2013 – 2014 the employer contribution was 10.26% of gross salary for May through December and 9.63% of gross salary for January through April, for a total employer contribution of \$21,709.21 for twelve months. In addition to the Village's contribution to IMRF, the Village agrees to participate in a supplementary retirement plan for Mr. Mekarski and to contribute an amount equal to 6% of the Administrator's base salary. For the 2013-2014 fiscal year the contribution was \$9,225.00.

Vehicle – The Village pays Mr. Mekarski a vehicle allowance of \$500.00 monthly. For the 2013-2014 fiscal year the amount paid was \$6,000.

Professional Development – The Village will pay Mr. Mekarski's dues to local, civic and fraternal organizations, as approved by the Board of Trustees. For the 2013-2014 fiscal year the Village has paid annual membership dues for Mr. Mekarski to ICMA in the amount of \$1,230.00 and to APA in the amount of \$648.00. In addition the Village will budget and reimburse Mr. Mekarski for expenses related to his attendance to annual conferences necessary for continued professional participation, growth and advancement for the good of the Village. For fiscal year 2013-2014 the village's expenses for Training/Conventions related to Mr. Mekarski was \$8,579.11.

Health Insurance – The Village contributes 80% of monthly premiums for health insurance for all village employees. The amount contributed for Mr. Mekarski during fiscal year 2013-2014 was \$21,354.25.

Mr. Mekarski does not have a village gas card.

VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT

This Agreement is dated this 8th day of July, 2013, by and between the VILLAGE OF OLYMPIA FIELDS (the "Village") and DAVID MEKARSKI, AICP ("Mekarski").

IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES HERETO, as follows:

Section 1: Employment; Term. The Village hereby employs Mekarski as the full-time Village Administrator for the Village effective as of the date of this Agreement, and ending at such time as the term of office of the Village President elected in April, 2013 expires in May, 2017. Mekarski accepts such appointment and agrees to perform all duties of Village Administrator as may be prescribed by law, Ordinance, or direction of the Village President and Village Board of Trustees.

Section 2: Transition; Salary and Benefits. The Village agrees to provide Mekarski with salary and benefits as set forth herein below. Except with respect to the Section 5C severance benefit, which is in effect immediately, all salary increases and benefit enhancements, over and above what Mekarski is receiving as of the date of this Agreement, will be effective May 1, 2013:

A. **Salary.** Mekarski's annual salary shall be One Hundred Fifty Thousand Dollars (\$150,000.00) Dollars per year.

B. **Health Insurance Benefits.** Mekarski will receive all other health insurance and similar benefits as provided to regular full-time employees of the Village, and as those benefits may change from time to time.

C. **Life Insurance.** The Village shall pay and/or reimburse Mekarski the amount of premium due for term life insurance in the amount of three (3) times Mekarski's annual base salary, including all increases in the base salary during the life of this Agreement. Mekarski shall own the policy and name the beneficiary of the life insurance policy with a ninety (90) day waiting period.

D. **Disability Insurance.** The Village agrees to put into force and to make required premium payments for long term disability coverage for Mekarski.

E. **Vacation.** Mekarski shall be entitled to Twenty (20) days of vacation per year.. It is recognized that due to the needs and demands of the Village, Mekarski may need to postpone or cancel planned leave. As such, Mekarski may request the accrual or payout of unused vacation time which can be granted by the Board of Trustees. In the absence of such approval by the Board of Trustees, Mekarski's use of vacation benefits will be subject to those policies applicable to all employees of the Village.

F. **Sick Leave.** Mekarski shall have access to a bank of ninety (90) sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which long

term disability coverage takes effect and may be renewed after each occurrence. Mekarski is not entitled to compensation of any unused sick days from the ninety (90) day serious medical condition sick bank upon termination of the Agreement as specified in Section 5.

Mekarski must use any unused sick leave before drawing down benefits from the 90 day serious medical leave bank. Mekarski's accrual and use of his own sick leave benefits shall be in accordance with Village policies applicable to all employees.

G. Retirement Benefits.

(1) The Village agrees to enroll Mekarski into the applicable Illinois Municipal Retirement Fund and to make all the appropriate contributions of the required employer share.

(2) In addition to the Village's payment to IMRF, , the Village agrees to execute all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) or other Section 457 deferred compensation plan for Mekarski's participation in said supplementary retirement plan, and, in addition to the base salary paid by the Village to Mekarski, the Village agrees to pay an amount equal to six (6%) percent of the Administrator's base salary, or maximum dollar amount permissible under Federal and State law, whichever is less, into the designated plan on Mekarski's behalf, in equal proportionate amount each pay period.

H. Vehicle. The Village agrees to pay to Mekarski, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of FIVE HUNDRED DOLLARS (\$500.00) monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Mekarski shall be responsible for paying 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.

I. **Professional Development.** Subject to budget limitations and constraints, the Village will pay for or reimburse Mekariski for professional association dues and subscriptions in order for Mekariski to continue his full participation in national, regional, state and local associations and organizations necessary and desirable for Mekariski's continued professional participation, growth, and advancement, and for the good of the Village.

In addition, the Village will budget for and reimburse Mekariski for ordinary and reasonable expenses relating to Mekariski's attendance at local, state and national meetings of professional associations such as the International City County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA). Mekariski may attend the annual ICMA (national) conference and the ILCMA (state) conference, per year. In conjunction with the annual budget-making process, Mekariski will advise the Village of those meetings he anticipates attending during the course of the forthcoming fiscal year and the anticipated costs related thereto. The Board will thereafter approve such meeting requests, subject to budget limitations. The Village will pay Mekariski's dues to local, civic and fraternal organizations, as approved by the Board of Trustees.

The Board of Trustees recognizes that in order for Mekariski to maintain his certification from the American Planning Association under the American Institute of Certified Planners (AICP), Mekariski must maintain "Continuing Educational Credits" according to Rules established by APA-AICP. As such, the Board authorizes his attendance annually at the

National APA Conference; State and Regional meetings, workshops and seminars. The Village will pay for or reimburse Mekarski for professional association dues and ordinary and reasonable travel expenses relating to this obligation.

J. Liability Insurance and Indemnification. The Village agrees to indemnify and protect Mekarski against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits when damages are sought against Mekarski for negligent or wrongful acts alleged to have been committed by him within the scope of his employment or under the direction of the Village.

K. Outside Activities. Mekarski may not engage in teaching, consulting or other outside employment activity without the consent of the Board of Trustees. Mekarski may continue to provide periodic teaching/consultation services to NEMRT in accordance with past practice.

Section 3: Performance Evaluations; Salary Reviews. The Village agrees to provide Mekarski with a formal evaluation of Mekarski's performance prior to May 1st of each year. Mekarski will notify the Village in writing of the requirements of this provision approximately thirty (30) days prior to the time that the evaluation is due. At such evaluation, the Village will review and consider increasing Mekarski's base salary for salary increases, bonuses and or upward adjustments in Mekarski's employment benefit package. It is understood, however, that Mekarski shall only receive adjustments to his salary at the same percentage as provided to all employees for the fiscal year beginning May 1, 2012.

Section 4: Hours of Work. It is recognized that from time to time, Mekarski must work outside the normal office hours on business for the Village, and to that end, Mekarski shall be allowed to establish an appropriate work schedule while respecting his obligations to manage operations during normal business hours and the requirements to staff Board and Commission meetings as expected by the President and Board of Trustees.

Section 5: Termination.

A. Mekarski may terminate this Agreement at any time upon sixty (60) days' written notice to the Village President and Board of Trustees. In such event, Mekarski shall be entitled to no severance pay.

B. The Village President and Board of Trustees may terminate the Agreement for cause. For purposes of this Agreement, "cause" includes any act, omission of duty, or conduct of Mekarski which in the opinion of the Board of Trustees is of a serious nature, which brings substantial discredit or injury to the reputation of the Village; any willful or serious failure of Mekarski to comply with the laws and ordinances of the Village; and any breach of the terms of this Agreement. Prior to such termination, the Village will afford Mekarski with written notice of charges and a pre-termination hearing before the President and Board of Trustees no sooner than ten (10) days after the notice. At that hearing, Mekarski may be represented by an attorney of his choosing and at his expense. Following the hearing, the decision of the Village Board will be final. If a determination of cause is made, Mekarski will be entitled to no severance.

C. The Village may also terminate this Agreement for the Board's convenience, upon written notice to Mekarski. In such event, Mekarski will be entitled to severance in an amount equal to twelve (12) months' salary. At the Village's option, the severance may be paid either in a lump sum or in periodic salary payments as if Mekarski were still on the Village's payroll.

D. In the event his employment is terminated, either voluntarily or involuntarily, Mekarski shall be compensated for all accrued vacation, sick, and personal time to which he is entitled under this agreement.

Section 6. **Modification.** The parties may modify this Agreement from time to time in writing through the execution of a separate agreement or through the execution of a rider or other amendatory document.

Section 7. **Severability.** If any portion of this Agreement is held invalid for any reason by any court of competent jurisdiction, such findings shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, we have set our hands and seals on the date first written above. This Agreement was approved by the President and Board of Trustees at a regular/special meeting called for this purpose on June 10th, 2013.

VILLAGE OF OLYMPIA FIELDS

By: Debbie Meyers-Martin
Debbie Meyers-Martin, Village President

ATTEST:

Cynthia Saenz
Cynthia Saenz, Deputy Village Clerk

David A. Mekariski
David A. Mekariski, AICP

1 **EXECUTIVE SESSION:**

2
3 **To Discuss Matters of Personnel – Open Meetings Act Section 5ILCS120/2(c)(1) –**

4
5 **To Discuss Matters of Collective Bargaining – Open Meetings Act Section**
6 **5ILCS120/2(c)(2) -**

7 **Motion by Trustee Ormsby second by Trustee Byrd to go into Executive Session at 9:02**
8 **P.M. to discuss matters of Personnel, according to the Open Meetings Act Section**
9 **5ILCS120/2(c)(1) and to discuss matters of Collective Bargaining according to the Open**
10 **Meetings Act Section 5ILCS120/2(c)(2).**

11 **Voice Vote: All Ayes. Motion Carried.**

12
13 Village President Meyers-Martin stated that the Board will be taking action once it returns to
14 Open Session. She thanked everyone for attending the meeting this evening.

15
16 **RETURN TO OPEN SESSION:**

17
18 **Motion by Trustee Ormsby second by Trustee Oliver to go back into Open Session at 9:57**
19 **P.M.**

20 **Voice Vote: All Ayes. Motion Carried.**

21
22 Village President Meyers-Martin stated that she has two proposed Motions. She stated for
23 clarification, that the Motion below authorizes the Village President to execute the final draft
24 which will be prepared by the Village Attorney following tonight's meeting. This is being done
25 to ensure that any final amendments, following Executive Session, are included in the draft prior
26 to the Village President's signature.

27 **Approval of the Police Chief's Employment Agreement (Following Executive Session) –**
28 **Motion by Trustee Byrd, second by Trustee Oliver to authorize the Village President to**
29 **enter into a Chief of Police Employment Agreement as approved in final form by the**
30 **Village Attorney for a period expiring in May 2017.**

31 **Roll Call: Ayes (6-0) Motion Carried.**

32
33 Village President Meyers-Martin stated that the following Motion authorizes the Village
34 President to execute the final draft with the final amendments following the Executive Session
35 that are included in the draft prior to the Village President's signature.

36
37 **Renewal of the Village Administrator's Employment Agreement (Following Executive**
38 **Session) –**

39 **Motion by Trustee Nale, second by Trustee Gibson to authorize the Village President to**
40 **enter into a Village Administrator's Employment Agreement as approved in final form by**
41 **the Village Attorney for a period expiring in May 2017.**

42 **Roll Call: Ayes (6-0) Motion Carried.**

43
44 Administrator Mekarski stated that on behalf of himself and Chief Krull they wanted to say
45 thank you. They will not disappoint them. They will serve the Village to the best of their abilities
46 and deliver excellence each and every day.