

RESOLUTION NO.     R-58-11    

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE AN AGREEMENT BETWEEN THE  
CITY OF DARIEN AND BRYON D. VANA**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU  
PAGE COUNTY, as follows:**

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute an Agreement retroactive to May 1<sup>st</sup>, 2011, between the City of Darien and Bryon D. Vana, a copy of which is attached as Exhibit A and is by this reference expressly incorporated herein.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 20<sup>th</sup> day of June, 2011.**

AYES:	6 – Avci, Beilke, Marchese, McIvor, Poteraske, Schauer	_____
NAYS:	0 – NONE	_____
ABSENT:	1 – Seifert	_____

RESOLUTION NO. R-58-11

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20<sup>th</sup> day of June, 2011.

Kathleen Moesle Weaver  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

Joanne E. Ragona  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

B. J. Murphy  
CITY ATTORNEY



**CITY ADMINISTRATOR AGREEMENT**

THIS AGREEMENT is dated June 20, 2011, by and between the CITY OF DARIEN (the "City") and BRYON VANA ("Vana"). This Agreement supersedes any prior agreements between the parties. It is hereby agreed by and between the parties hereto as follows:

**SECTION 1: Employment.** The City agrees to employ Vana as the full-time City Administrator of the City. Vana accepts such appointment and agrees to perform all duties of City Administrator as may be prescribed by law, ordinance or direction of the City. In addition, Vana shall serve as a City Budget Officer.

**SECTION 2: Salary and Benefits.** The City agrees to provide Vana with salary and benefits as set forth hereinbelow:

(a) **Salary.** Vana's annual salary shall be \$144,677, retroactive to May 1, 2011.

(b) **Deferred Compensation.** In addition to the compensation to be paid Vana under Section 2(a), the City shall also contribute thirteen percent (13%) of Vana's salary to a deferred compensation plan or into other eligible investments, such as a mutual fund, certificate of deposit, bank savings, etc. as determined by Vana.

(c) **Insurance and Similar Benefits.** Vana will receive all other health insurance and similar benefits as provided to regular full-time employees of the City, and as those benefits may change from time to time.

(d) **Vacation.** Vana shall be entitled to twenty-five (25) days of vacation per year effective as of the date of employment. At such time as Vana's employment is terminated, the City shall compensate Vana for all accrued vacation leave based on Vana's salary on the date of termination. Vana may annually sell back or carry over unused vacation time.

(e) **Sick Leave.** Vana shall receive twenty (20) paid sick leave days annually effective the first day of employment. At such time as Vana's employment is terminated, the City shall compensate Vana for all unexpended sick leave days based on Vana's salary as of the date of termination, subject to a maximum accumulation of one hundred twenty (120) days.

(f) **Vehicle.** The City will provide and maintain a City-owned vehicle for Vana's official, professional and "incidental" personal use ("incidental" personal use shall mean trips within a radius of one hundred miles of the City).

(g) **Professional Development.** The City will pay for or reimburse Vana for professional association dues and ordinary and reasonable expenses relating to Vana's attendance at local, state and national meetings of professional associations such as the International City Managers' Association ("ICMA") and the Illinois City Managers Association. In conjunction with the annual budget process, Vana will advise the City of those meetings he anticipates attending during the course of the forthcoming fiscal year and the anticipated costs related thereto.

(h) **Liability Insurance and Indemnification.** The City agrees to indemnify and protect Vana 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 Vana for negligent or wrongful acts alleged to have been committed by him within the scope of his employment or under the direction of the City.

(i) **Outside Activities.** Vana shall engage in no teaching, consulting or other outside employment activity without the prior written consent of the City.

**SECTION 3: Termination.**

A. Vana may terminate this Agreement at any time upon thirty (30) days' written notice to the Mayor and City Council. In such event, Vana shall be entitled to no severance pay.

B. The City may terminate the Agreement for cause. Prior to such termination, the City will afford Vana with notice of charges and a pretermination hearing before the Mayor and City Council. At that hearing, Vana may be represented by an attorney of his choosing and at his expense. Following the hearing, the decision of the City will be final. In the event Vana is terminated for cause, he shall be entitled to no severance.

C. The City may also terminate this Agreement in the manner set forth in 65 ILCS 5/3.1-35.10. In such case, Vana will be entitled to no hearing but will be entitled to severance pay in an amount equal to six (6) months' salary and health insurance in accordance with Section 2(c).


**SECTION 4: 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.


IN WITNESS WHEREOF, the parties have signed this Agreement, which was approved by the City Council at its 6-20-11 Council meeting.

CITY OF DARIEN

By:   
KATHLEEN WEAVER, MAYOR

Attest:

  
JOANNE E. RAGONA, CITY CLERK

  
BRYON VANA