

Resolution 2021-95

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Appointing Cara L. Pavlicek as Village Manager and Approving a Village Manager Agreement

is hereby adopted, as follows:

Section 1. Recitals.

Pursuant to Section 2-117(a) of the Northbrook Municipal Code, as amended ("**Village Code**"), the Village Manager of the Village is appointed by the Board of Trustees. Richard A. Nahrstadt, who has held the position of Village Manager since May 1, 2008, is retiring from service with the Village. In seeking to continue the exemplary service Mr. Nahrstadt has provided as Village Manager, the Village conducted an extensive nationwide search to identify qualified candidates to succeed Mr. Nahrstadt as Village Manager. As a result of that search, which included evaluating numerous highly qualified candidates and conducting multiple candidate interviews, the Board of Trustees has selected Cara L. Pavlicek to serve as the next Village Manager, and Ms. Pavlicek desires to accept appointment as the Village Manager.

The Village and Ms. Pavlicek have agreed to enter into an employment agreement for the position of Village Manager as provided in this Resolution ("**Village Manager Agreement**"). Ms. Pavlicek's service as Village Manager will begin pursuant to the Village Manager Agreement on September 1, 2021.

Section 2. Appointment of Cara L. Pavlicek as Village Manager.

The Board of Trustees hereby appoints Cara L. Pavlicek as Village Manager as of September 1, 2021, pursuant to the terms of the Village Manager Agreement and the applicable provisions of the Village Code and state law.

Section 3. Approval of Village Manager Agreement.

Pursuant to the home rule authority of the Village, the Village Manager Agreement by and between the Village of Northbrook and Cara L. Pavlicek shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

Section 4. Time for Compliance with Residency Requirement.

The Board of Trustees acknowledge and agree that Ms. Pavlicek will have until August 31, 2022 to establish permanent residence within the corporate limits of the Village pursuant to the Village Manager Agreement.

Section 5. Execution of Village Manager Agreement.

The Village President and Village Clerk shall be, and are hereby, authorized and directed to execute the Village Manager Agreement on behalf of the Village of Northbrook.

Section 6. Effective Date.

This Resolution shall become effective upon its passage and approval in the manner provided by law.

Adopted: 6/22/2021

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Israel, Trustee
SECONDER:	Muriel Collison, Trustee
AYES:	Ciesla, Israel, Collison, Ross, Hebl, Pepoon, Ebhomielen

ATTEST:

/s/ Kathryn L Ciesla
Village President

/s/ Debra J. Ford
Village Clerk

VILLAGE OF NORTHBROOK
VILLAGE MANAGER EMPLOYMENT AGREEMENT
WITH CARA L. PAVLICEK

This Village Manager Employment Agreement (the “*Agreement*”) is dated as of the 22nd day of June, 2021, (the “*Effective Date*”) and is by and between the Village of Northbrook, an Illinois home rule municipal corporation, (the “*Village*”) and Cara L. Pavlicek (the “*Employee*”).

IN CONSIDERATION of the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s home rule powers, the Village and the Employee agree as follows:

Section 1. Recitals

A. The Village is an Illinois home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and the execution of this Agreement by the Village is an exercise of the home rule authority of the Village.

B. The Village operates under the Illinois statutory managerial form of government and pursuant to the authority set forth in Section 5-3-7 of the Illinois Municipal Code, 65 ILCS 5/5-3-7, the Village has created the office of Village Manager as a full-time position within the Village, in accordance with Chapter 2, Article III, Division 4 of the “Northbrook Municipal Code” (“*Village Code*”).

C. Pursuant to Section 2-117(a) of the Village Code, the President and Board of Trustees of the Village (collectively the “*Board of Trustees*”) desire to appoint the Employee to the office of Village Manager, and the Employee desires to be employed as the Village Manager of the Village.

D. The Village and the Employee agree that the terms and conditions as provided in this Agreement and in Chapter 2, Article III, Division 4 of the Village Code are appropriate for the employment of the Employee as Village Manager.

Section 2. Employment as Manager; Duties; At Will

A. Employment. The Village hereby agrees to employ the Employee as the Village Manager of the Village, and the Employee accepts such employment and agrees to perform the functions and duties set forth in this Agreement and in the Village Code, including without limitation those general duties provided in Section 2-118 of the Village Code, and to perform such other legally permissible and proper duties and functions as the Board of Trustees may assign from time to time. The Employee shall perform all such duties and functions in a manner consistent with the Village’s Ethics Code set forth in Chapter 2, Article III, Division 2 of the Village Code and the ICMA Code of Ethics.

B. Employment is At-Will. Subject to the notice requirement in Section 11 of this Agreement, the Employee is employed at the will of the Village, and nothing in this Agreement shall create any property right in, or any other right to the continuation of, Employee's employment with the Village. No act of any member of the Board of Trustees, 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 Board of Trustees.

C. Other Terms of Employment. The Board of Trustees, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the Employee's performance as an employee; provided, however, that such terms and conditions are reasonable and not inconsistent or in conflict with the provisions of this Agreement or with applicable law.

D. Employment Rules and Regulations. Except for the benefits specifically provided herein for the Employee, all other provisions of the Village Code, and all regulations and rules of the Village relating to employment with the Village, or to other fringe benefits and working conditions as currently exist or as may hereafter be amended, shall apply to the Employee as they would to other employees of the Village.

E. Term. The Employee's term of employment shall commence on September 1, 2021 ("**Commencement Date**") and shall continue until terminated pursuant to Section 12 of this Agreement ("**Term**").

Section 3. Hours of Work

The Employee agrees and understands that except during periods of vacation or leave provided under this Agreement, the general duties of the office of Village Manager generally require that the Employee be present and available during regular business hours and also require the Employee to devote a great deal of time outside the normal office hours on business for the Village. To that end, the Village understands and agrees that the Employee is allowed to establish an appropriate, reasonable work schedule.

Section 4. Sole Employment as Manager

The Employee must work diligently, utilizing Employee's best efforts in the performance of Employee's duties. Employee must devote Employee's entire business time, attention, and energies to the performance of Employee's duties. Employee may not actively engage (in contrast to passive engagement) in any income or profit generating activities without the prior written consent of the Board of Trustees. The Employee may, however, speak, teach and write on an uncompensated basis provided that such activities do not interfere with the Employee's performance of the Employee's duties and responsibilities under this Agreement.

Section 5. Compensation; Benefits

A. Base Salary. The Village will pay the Employee an annual base salary in the amount of \$230,000.00, payable in installments in accordance with the Village's normal payroll practices ("***Base Salary***").

B. Annual Review of Salary. The Board of Trustees agrees to review Base Salary each year based on the Employee's performance and on any general wage adjustment granted to other Village senior department heads. That review shall be undertaken in conjunction with the performance evaluation contemplated in Section 6 of this Agreement. The Board of Trustees may, but shall have no obligation to, adjust the Base Salary if the Board of Trustees, in its sole discretion, determines, pursuant to Employee's performance evaluation, that an adjustment of compensation is appropriate, but in no event shall it be reduced. The effective date of any Base Salary adjustment pursuant to Employee's performance evaluation will be the following September 1 unless the Board of Trustees determines, in its sole discretion, that the effective date should be sooner.

C. Employee Benefit Programs. The Employee is entitled to participate in the employee benefit plans and programs provided by the Village to other Village department heads in accordance with applicable Village personnel rules and policies, including life and health insurance benefit programs, as those benefits may be changed by the Board of Trustees from time to time and subject to the rules and policies applicable to those plans and programs. The Employee will receive life insurance coverage in the amount of 150 percent of the Employee's Base Salary, and accidental death coverage in the amount of 200 percent of the Employee's Base Salary. No provision of this Agreement is intended to limit, and no provision may be construed or applied to limit, the right or ability of the Board of Trustees to change or eliminate any employee benefit plan or program provided, however, that at all times Employee shall be treated consistently with all other Village Department heads.

D. Vacation and Sick Days. The Employee shall enter the Village's vacation day plan as if she has 121 months of service with the Village, which entitles her to 19 paid vacation days annually. The Employee has the ability to earn additional levels of the vacation days benefit with continued service per the Village's policy. As of the Effective Date, the accrual rate for sick leave is 12 days of annual sick leave accrued at the rate of one day per month. On the Commencement Date, the Employee will be credited with five banked vacation days and will be advanced a total of six sick days from the Employee's annual bank of 12 sick days.

E. Taxes. All payments made, or benefits provided, to the Employee pursuant to this Section 5 are subject to the usual and appropriate payroll, personnel, and benefits policies of the Village as well as the requirements of any applicable federal, state, or local laws, including appropriate tax withholdings. Nothing in this Agreement may be deemed or interpreted as requiring the Village to pay, directly or by way of reimbursement to the Employee, any federal or state income tax liability that the Employee may incur as a result of this Agreement or any of the transactions, benefits, or payments contemplated in this Agreement. The Employee 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.

F. Retirement Plans. The Employee is entitled to participate in the IMRF retirement program at the contribution rate for full-time Village employees of 4.5% of the Employee's Base Salary.

G. Deferred Compensation. In addition to the Base Salary, the Village agrees to pay the Employee annual deferred compensation in the amount of \$10,000.00, payable in equal monthly installments. This deferred compensation shall be paid to the International City/County Management Association-Retirement Corporation ("ICMA-RC"), or any other qualified Section 457, 401 a or comparable deferred compensation plan designated in writing by the Employee, on or around the first day of each month during the time the Employee is employed under this Agreement. The Village agrees to execute all necessary agreements provided by the ICMA-RC or such other plan for the Employee's continued participation in a supplementary retirement plan.

H. Holiday Leave. The Employee will be provided paid holiday leave for the ten annual holidays recognized by the Village, seven of which are for recognized national holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, and Christmas Day), and three of which are personal holidays to be used at the Employee's discretion pursuant to applicable Village personnel policies and procedures for scheduling leave. Unused personnel holidays will expire at the end of the calendar year and will not roll over to subsequent years unless otherwise provided by Village personnel policies.

I. Good Health Benefit. The Employee shall be eligible, upon accrual of sufficient sick leave, to participate in the Village's good health benefit program, pursuant to which full-time employees who accrue more than 60 days of sick leave are permitted, one time annually, to sell back up to 20% of such sick leave in excess of 60 days.

Section 6. Annual Performance Evaluation

Between May 1 and August 15 annually, the Board of Trustees will review the performance of the Employee, subject to a process and format for the evaluation agreeable to the Board of Trustees and the Employee. The evaluation process will include the opportunity for the members of the Board of Trustees to prepare a written evaluation, meet and discuss the evaluation with the Employee, and present a written summary of the evaluation results for the Employee. The evaluation process will also include the opportunity for the Employee to provide a written self-evaluation to be delivered to the Board of Trustees. At the discretion of the Board of Trustees, the performance review may also include evaluations from members of the Village Staff. The Board of Trustees and the Employee agree to establish annually a schedule of goals and indicators for the Employee, which schedule shall be used as a basis of measurement of the Employee's performance at the annual evaluation.

Section 7. General Business Expenses; Electronic Equipment

A. Professional Associations. The Village will budget and pay for professional dues and subscriptions of the Employee reasonably necessary for participation in national,

regional, State, and local professional associations and organizations desirable for the advancement of the best interests of the Village, including the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA), Metro Managers, Women's Legacy Group, the Morrison Group, and such other professional dues and subscriptions as the Board of Trustees may deem reasonably necessary for participation in national, regional, State, and local professional associations and organizations desirable for the advancement of the best interests of the Village.

B. Professional, Official Travel. The Village will budget and pay for travel and subsistence expenses reasonably incurred by the Employee for professional and official travel, meetings, conferences, and occasions in pursuit of official functions or the best interests of the Village, including without limitation annual attendance by the Employee at two ILCMA or other in-state conferences and one ICMA or other national conference. The Employee will timely submit all receipts and other supporting documentation requested by the Village in accordance with Village practices and procedures. Travel to any conferences not within the contiguous United States is prohibited except upon prior approval of the Board of Trustees.

C. General Expenses. The Village will reimburse the Employee for reasonable miscellaneous expenses properly incurred in the course of performing the duties of Employee's position.

D. Communications Equipment. The Village will provide the Employee with a laptop computer for the Employee's use in the performance of the Employee's duties. Instead of providing Employee with a mobile phone, the Village will provide the Employee an allowance for a mobile phone and data in the amount of \$65.00 per month.

Section 8. Automobile

The Village will provide the Employee with a vehicle allowance in the amount of \$500.00 per month to be used to purchase or lease a vehicle or for the use of the Employee's existing vehicle. The Employee is 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. The Employee agrees that the Employee's vehicle will be maintained in a manner which reflects a suitable appearance, working condition and professional image for the Village.

Section 9. Residence

A. Relocation. Within a reasonable period of time after the Commencement Date, but in no event later than August 31, 2022, the Employee will establish the Employee's place of permanent residence within the corporate limits of the Village (the "*Northbrook Residence*"). The Employee will thereafter reside within such area during the Employee's term of employment as Village Manager. If due to real estate market conditions, the Employee is unable to establish residency within this 12 month time frame, the Employee may seek approval of the Board of Trustees of an extension, which approval shall not be unreasonably denied, but may be subject to terms and conditions determined appropriate by the Board of Trustees.

B. Relocation Assistance. In an effort to accommodate the Employee in the difficult task of relocating the Employee's residence, the Village agrees to provide relocation assistance to the Employee as follows:

1. Moving Expenses. Upon timely submittal by the Employee of receipts and other supporting documentation reasonably requested by the Village, the Village will reimburse the Employee in an amount up to, and not to exceed, \$10,000.00 for reasonable and necessary moving-related expenses actually incurred by the Employee in establishing the Northbrook Residence.

2. The Loan. The Village will, upon the written request of the Employee, loan the Employee the amount of \$140,000 (the "***Loan***"), in accordance with the following terms:

i. Limited Purpose and Availability of the Loan. The Village will provide the Employee with the Loan only upon purchase by the Employee, which for purposes of this section only shall include Employee's spouse, of fee simple title to a Northbrook Residence. The Village will not provide the Loan to the Employee, and the Employee will not be entitled to the Loan from the Village, in the event that the Employee rents or otherwise resides in a Northbrook Residence without being the owner of fee simple title in the Northbrook Residence.

ii. The Promissory Note. The Loan shall be evidenced by a 10-year term promissory installment note (the "***Promissory Note***") and secured by a mortgage on the Northbrook Residence (the "***Mortgage***"). The terms and conditions of the Promissory Note and Mortgage shall be reasonably satisfactory to the Employee and the Village Attorney. The Village acknowledges that the Mortgage will be subordinate to any primary financing secured by the Employee, and the Village will, at the request of the Employee, execute a subordination agreement if and when required during the Term of this Agreement.

iii. No Interest Due. No interest shall be due or payable on the Promissory Note.

iv. Loan Forgiveness. The outstanding unpaid principal balance of the Promissory Note shall be automatically reduced and forgiven by the amount of \$14,000.00 on the first anniversary of the date on which the Promissory Note is made and on each and every succeeding anniversary date, provided the Employee continues to be employed by the Village on and as of each such anniversary date. The Village shall provide the Employee with satisfactory evidence that the principal amount of the Promissory Note has been so reduced.

v. Repayment in the Event of Voluntary Departure. If, for any reason, the Employee voluntarily terminates her employment with the Village, the Employee must repay the entire principal amount of the Promissory Note, less any amount of the Promissory Note that has been forgiven pursuant to this Agreement, on the date that is the earlier to occur of (a) six months after the date on which the Employee voluntarily terminates the Employee's employment with the Village or (b) the closing of the sale of fee simple title to the Northbrook Residence.

vi. Repayment in the Event of an Involuntary Departure. If, without cause, the Village terminates the Employee's employment with the Village, the amount owed by the Employee to the Village pursuant to the Promissory Note shall be reduced by an amount equal to 50% of the original principal amount of the Promissory Note, less any amount of the Promissory Note that has been forgiven pursuant to this Agreement. The Employee shall then repay the remaining amount owed to the Village under the Promissory Note on the date that is the earlier to occur of (a) six months after the date on which the Employee's employment with the Village terminated or (b) the closing of the sale of fee simple title to the Northbrook Residence.

vii. Repayment in the Event of the Death of the Employee. In the event of the death of the Employee, the amount owed by the Employee's estate to the Village pursuant to the Promissory Note shall be reduced by an amount equal to 50% of the original principal amount of the Promissory Note, less any amount of the Promissory Note that has been forgiven pursuant to this Agreement. The Employee's estate shall then repay the remaining amount owed to the Village under the Promissory Note on the date that is the earlier to occur of (a) six months after the date of the Employee's death or (b) the closing of the sale of fee simple title to the Northbrook Residence.

Section 10. Confidential Information

The Employee acknowledges that the Employee will have access to confidential information ("***Confidential Information***") of, about, and belonging to, the Village. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. The Employee covenants and warrants that, both during and after the Employee's term of employment, the Employee 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 the Employee 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.*

Section 11. Termination At Will or For Cause

As provided in Section 2 of this Agreement, the Employee is employed at the will of the Board of Trustees and thus may be terminated by the Board of Trustees at any time without cause. The Employee also may be terminated for just cause.

A. Termination without Cause. The Board of Trustees may determine at any time, without cause, that the Employee will no longer serve as the Village Manager. In the event of termination without cause, the Employee will be entitled to severance pay and benefits as provided in Section 12 of this Agreement.

B. Termination for Just Cause. In the event the Board of Trustees determines that the Employee has engaged in "Deleterious Conduct", which, for purposes of this Agreement, means that the Employee has: (i) been convicted of fraud, misappropriation, or embezzlement involving property of the Village, or of a felony offense or other criminal act; (ii) engaged in intentional, wrongful conduct that causes, or may cause, substantial harm to the Village; (iii) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of her employment when specifically directed to do so by a majority of the Board of Trustees at a duly noticed public meeting, or by failing to communicate with the Village President or Board of Trustees in a timely manner on pertinent Village business (for purposes of this subsection, "timely" shall mean not more than 13 calendar days); or (iv) materially failed to perform a significant portion of her duties as the Village Manager as set forth in this Agreement, then the Board of Trustees may determine that there is just cause for termination.

If the Board of Trustees seeks to terminate the Employee for just cause, then the Employee will be given not less than 14 days prior written notice setting forth the date, time, and place of a hearing at which the Employee may be heard regarding the basis on which the Board of Trustees seeks to terminate the Employee's employment. The notice will include a statement of the specific basis for the Board of Trustees' determination that just cause exists for termination. The Employee will have 10 days within which to file a written response to the statement of charges, if the Employee so desires.

C. Constructive Termination. For purposes of this Agreement, the Employee shall have the right to declare that the Agreement has been terminated without cause if the Village (i) amends any provision of the Village Code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government of the Village or (ii) reduces the Base Salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads of the Village.

Section 12. Severance

A. Severance Period; Payment of Salary. If the Employee is terminated without a determination of just cause pursuant to Section 11 of this Agreement, then the Village will pay the Employee severance in an amount equal to 20 weeks base salary at the Employee's then-

current rate of pay. The severance will be paid in 5 equal installments or in one lump sum, whichever is requested by the Employee.

B. Payment for Value of Accrued Vacation and Sick Days. If the Employee is terminated without a determination of just cause pursuant to Section 11 of this Agreement, then the Village also will pay the Employee for the value of accrued vacation and sick days for which the Employee currently is entitled to compensation as of the date of termination.

C. Benefits During Severance Period. If the Employee is terminated without a determination of just cause pursuant to Section 11 of this Agreement and the Employee has not secured full-time employment in an administrative position generally equivalent to the position of Village Manager, then the Village will pay the cost to continue the Employee's health and life insurance benefits under this Agreement during the 20-week severance period.

D. No Severance if Voluntary Resignation. If the Employee voluntarily resigns, then the Village is not obligated to pay severance under this Section 12.

E. Payment for Value of Other Leave. If the Employee is terminated (with or without just cause) or if the Employee resigns, then the Village will pay the Employee for the value of all accrued leave as generally provided for management employees, except as provided in Subsection B of this Section for sick leave if terminated without cause.

Section 13. Resignation

If the Employee intends to voluntarily resign the Employee's position with the Village, then the Employee will provide the Village a minimum of 60 days' notice, unless the Employee and the Village agree otherwise.

Section 14. 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 the Employee's employment with the Village, regardless of cause therefor, the Employee shall promptly surrender to the Village all property provided to the Employee by the Village for use in relation to the Employee's employment, including, without limitation, the equipment described in Section 7.D of this Agreement.

Section 15. Indemnification

The Village will defend, hold harmless, and indemnify the Employee in the manner provided in Section 2-58 of the Village Code.

Section 16. Bonding

The Village will pay the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17. Notices

Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 17, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

If to the Village:

Village President
Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062

with a copy to:

Steven M. Elrod, Village Attorney
Elrod Friedman LLP
325 N. LaSalle St., Suite 450
Chicago, Illinois 60654

If to the Employee:

Cara L. Pavlicek
Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062

with a copy to:

Kate L. McCracken, Esq.
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
1001 E. Main Street, Ste. G
St. Charles, Illinois 60174

Section 18. General Provisions

A. Entire Agreement. This Agreement constitutes the entire agreement between the Village and the Employee and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Employee with respect to this Agreement.

B. Amendments. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

C. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

D. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village

will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire Agreement shall be invalid, void, and unenforceable.

E. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

F. COBRA. Nothing in this agreement shall be deemed a waiver of Employee's rights under applicable COBRA regulations, as may be amended from time to time.

G. Assignment. Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

H. Village Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Board of Trustees or its designee, to the extent provided for by law.

I. Governing Law. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

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

K. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

L. Change in Laws. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

M. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

N. Time of Essence. Time is of the essence in the performance of this Agreement.

O. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

P. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

END OF AGREEMENT – SIGNATURES FOLLOW ON SUBSEQUENT PAGE

VILLAGE OF NORTHBROOK

Village President

Attest:

Village Clerk

EMPLOYEE

Cara L. Pavlicek

Resolution 2022-91

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving Adjustments to the Compensation of the Village Manager

is hereby adopted, as follows:

Section 1. BACKGROUND.

The Village has entered into an Employment Agreement dated as of June 22, 2021 with Cara L. Pavlicek, currently serving as Village Manager (the “*Employment Agreement*”).

Section 5.A. of the Employment Agreement provides that the Village will pay Village Manager Pavlicek an annual base salary in the amount of \$230,000.00, payable in installments in accordance with the Village’s normal payroll practices (“*Base Salary*”).

Section 5.B. of the Employment Agreement requires that the Board of Trustees review the Base Salary each year based on performance and on any general wage adjustment granted to other Village senior department heads. The Employment Agreement further provides that the Board of Trustees may adjust the Base Salary if the Board of Trustees, in its sole discretion, determines, pursuant to the performance evaluation, that an adjustment of compensation is appropriate.

The Board of Trustees recently conducted a performance evaluation for Village Manager Pavlicek and, based on that evaluation, and in accordance with the Employment Agreement, the Village now desires to approve a Base Salary increase and a bonus as set forth in this Resolution.

Section 2. APPROVAL OF INCREASE TO BASE SALARY.

In accordance with Section 5.B. of the Employment Agreement, the Board of Trustees hereby approve a five-percent increase to the annual Base Salary paid to Village

Manager Pavlicek pursuant to the Employment Agreement which will bring the new annual amount to \$241,500.00 per year, effective as of September 1, 2022.

Section 3. APPROVAL OF ADDITIONAL COMPENSATION.

In addition to the increase in Base Salary, the benefits and payments established in the Employment Agreement, and all other benefits available generally to Village employees, the Board of Trustees hereby approve the payment to Village Manager Pavlicek of a bonus in the form of an additional annual deferred compensation payment in the amount of \$10,000 for a one-year period, payable in equal monthly installments, effective on October 1, 2022.

Section 4. EFFECT OF RESOLUTION.

Except for the salary and payment adjustments made pursuant to this Resolution, all provisions of the Employment Agreement remain in full force and effect, without change.

Section 5. EFFECTIVE DATE.

This Resolution shall be in full force and effect from and after its passage and in the manner provided by law.

Adopted: 9/13/2022

RESULT:	ADOPTED BY CONSENT VOTE [6 TO 0]
MOVER:	Bob Israel, Trustee
SECONDER:	Dan Pepoon, Trustee
AYES:	Israel, Collison, Ross, Hebl, Pepoon, Ebhomielen
ABSTAIN:	Kathryn Ciesla

ATTEST:


Village Clerk


Village President

Resolution 2023-157

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving Adjustments to the Compensation of the Village Manager

is hereby adopted, as follows:

Section 1. BACKGROUND.

The Village entered into an Employment Agreement dated as of June 22, 2021 with Cara L. Pavlicek, currently serving as Village Manager ("*Employment Agreement*").

Section 5.A. of the Employment Agreement establishes an annual base salary for the Village Manager, payable in installments in accordance with the Village's normal payroll practices ("*Base Salary*").

Section 5.B. of the Employment Agreement requires that the Board of Trustees review the Base Salary each year based on performance and on any general wage adjustment granted to other Village senior department heads. The Employment Agreement further provides that the Board of Trustees may adjust the Base Salary if the Board of Trustees, in its sole discretion, determines, pursuant to the performance evaluation, that an adjustment of compensation is appropriate.

In September 2022, by resolution duly adopted, the Board of Trustees approved an increase to the Base Salary bringing the Base Salary to the current annual amount of \$241,500.00 per year.

The Board of Trustees recently conducted a performance evaluation for Village Manager Pavlicek and, based on that evaluation, and in accordance with the Employment Agreement, the Board now desires to approve an increase to the Base Salary and a bonus as set forth in this Resolution.

Section 2. APPROVAL OF INCREASE TO BASE SALARY.

In accordance with Section 5.B. of the Employment Agreement, the Board of Trustees hereby approves a five-percent increase to the current annual Base Salary paid to Village Manager Pavlicek pursuant to the Employment Agreement which will bring the new annual amount of the Base Salary to \$253,000.00 per year, effective as of September 1, 2023.

Section 3. APPROVAL OF ADDITIONAL COMPENSATION.

In addition to the increase in Base Salary, the benefits and payments established in the Employment Agreement, and all other benefits available generally to Village employees, the Board of Trustees hereby approves the payment to Village Manager Pavlicek of a bonus in the total amount of \$30,000.00. The bonus will be effective on October 1, 2023, and will be paid in 24 equal monthly installments over a one-year period; provided that Village Manager Pavlicek may at any time elect that a portion or all of the bonus be in the form of additional annual deferred compensation payment.

Section 4. EFFECT OF RESOLUTION.

Except for the salary and payment adjustments made pursuant to this Resolution, all provisions of the Employment Agreement remain in full force and effect, without change.

Section 5. RETROACTIVE EFFECT.

The increase in Base Salary made pursuant to this Resolution shall be deemed to have taken effect as of September 1, 2023.

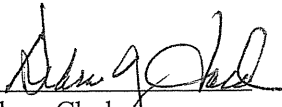
Section 6. EFFECTIVE DATE.

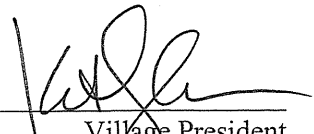
This Resolution shall be in full force and effect from and after its passage and in the manner provided by law.

Adopted: 9/12/2023

RESULT: ADOPTED BY CONSENT VOTE [4 TO 0]
MOVER: Dan Pepoon, Trustee
SECONDER: Muriel Collison, Trustee
AYES: Muriel Collison, Heather Ross, Johannah Hebl, Dan Pepoon
ABSTAIN: Kathryn Ciesla
ABSENT: Bob Israel, Joy Ebhomien

ATTEST:


Village Clerk


Village President

Resolution 2024-R-141

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving Adjustments to the Compensation of the Village Manager and Authorizing the Purchase of Out-of-State Service Credits for Illinois Municipal Retirement Fund (IMRF)

is hereby adopted, as follows:

Section 1. BACKGROUND.

The Village entered into an Employment Agreement dated as of June 22, 2021 with Cara L. Pavlicek, currently serving as Village Manager (*"Employment Agreement"*).

Section 5.A. of the Employment Agreement establishes an annual base salary for the Village Manager, payable in installments in accordance with the Village's normal payroll practices (*"Base Salary"*).

Section 5.B. of the Employment Agreement requires that the Board of Trustees review the Base Salary each year based on performance and on any general wage adjustment granted to other Village senior department heads. The Employment Agreement further provides that the Board of Trustees may adjust the Base Salary if the Board of Trustees, in its sole discretion, determines, pursuant to the performance evaluation, that an adjustment of compensation is appropriate.

Effective as of September 1, 2023 the current Base Salary is \$253,000.00 per year.

The Board of Trustees recently conducted a performance evaluation for Village Manager Pavlicek and, based on that evaluation, and in accordance with the Employment Agreement, the Board now desires to approve an increase to the Base Salary and a bonus as set forth in this Resolution.

Pursuant to Article 7 of the Illinois Pension Code (40 ILCS 5/ 7- 139 (6)), creditable past service shall be granted to a current member of the Illinois Municipal Retirement Fund (*"IMRF"*) for service previously rendered to an out- of-state local governmental body under the condition that the employee has irrevocably forfeited all rights to a benefit from that pension program. A resolution must be adopted allowing IMRF members to purchase past service credit for out- of-state service. Manager Pavlicek has requested the opportunity to purchase IMRF service credit for time she spent working for local governments in the State of Iowa between 1990 and 1995. Manager Pavlicek understands that she will be required to relinquish her Iowa Public Employee Retirement Pension to acquire these service credits.

The Village President and Board of Trustees have determined that it is in the best interest of the Village and its residents to approve the increase in Base Salary and the bonus described above and to authorize Manager Pavlicek to purchase IMFR service credits in the manner set forth in this Resolution.

Section 2. APPROVAL OF INCREASE TO BASE SALARY.

In accordance with Section 5.B. of the Employment Agreement, the Board of Trustees hereby approves a \$23,000 increase to the current annual Base Salary paid to Village Manager Pavlicek pursuant to the Employment Agreement which will bring the new annual amount of the Base Salary to \$275,000.00, effective as of September 1, 2024.

Section 3. **APPROVAL OF ADDITIONAL COMPENSATION.**

In addition to the increase in Base Salary, the benefits and payments established in the Employment Agreement, and all other benefits available generally to Village employees, the Board of Trustees hereby approves the payment to Village Manager Pavlicek of a bonus in the total amount of \$30,000.00. The bonus will be effective on October 1, 2024, and will be paid in 24 equal installments over a one-year period; provided that Village Manager Pavlicek may at any time elect that a portion or all of the bonus be in the form of additional annual deferred compensation payment.

Section 4. **EFFECT OF RESOLUTION.**

Except for the salary and payment adjustments made pursuant to this Resolution, all provisions of the Employment Agreement remain in full force and effect, without change.

Section 5. **RETROACTIVE EFFECT.**

The increase in Base Salary made pursuant to this Resolution shall be deemed to have taken effect as of September 1, 2024.

Section 6. **AUTHORIZATION TO PURCHASE OUT-OF-STATE SERVICE CREDIT.**

The Village Board of Trustees hereby grants authority for Village Manager Pavlicek to purchase out-of-state service credits with City of Des Moines, Iowa during the period of time worked between May, 1990 through December, 1995 as reported by the City of Des Moines, Iowa to the Iowa Public Employee Retirement System (IPERS).

Section 7. **EFFECTIVE DATE.**

This Resolution shall be in full force and effect from and after its passage and in the manner provided by law.

Adopted: 9/24/2024

RESULT:	APPROVED [5 – 0]
MOVER:	Heather Ross, Trustee
SECONDER:	Daniel Pepoon, Trustee
AYES:	Ross, Pepoon, Hebl, Ebhomielen, Kohler
NAYES:	None
ABSTAIN:	Kathryn Ciesla, President
ABSENT:	Robert Israel, Trustee

/s/ Kathryn Ciesla
Village President

ATTEST:

/s/ Sam Reiss
Deputy Village Clerk

Resolution 2025-R-141

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving Adjustments to the Compensation of the Village Manager and Authorizing the Use of a Consultant to Facilitate the Annual Performance Evaluation

is hereby adopted, as follows:

Section 1. BACKGROUND

The Village entered into an Employment Agreement dated as of June 22, 2021 with Cara L. Pavlicek, currently serving as Village Manager ("**Employment Agreement**").

Section 5.A. of the Employment Agreement establishes an annual base salary for the Village Manager, payable in installments in accordance with the Village's normal payroll practices ("**Base Salary**").

Section 5.B. of the Employment Agreement requires that the Board of Trustees review the Base Salary each year based on performance and on any general wage adjustment granted to other Village senior department heads. The Employment Agreement further provides that the Board of Trustees may adjust the Base Salary if the Board of Trustees, in its sole discretion, determines, pursuant to the performance evaluation, that an adjustment of compensation is appropriate.

Effective as of September 1, 2024, the current Base Salary is \$275,000.00 per year.

The Board of Trustees recently conducted a performance evaluation for Village Manager Pavlicek and, based on that evaluation, and in accordance with the Employment Agreement, the Board now desires to approve an increase to the Base Salary and a bonus as set forth in this Resolution.

Section 6 of the Employment Agreement requires that, between May 1 and August 15 annually, the Board of Trustees review the performance of the Village Manager, subject to a process and format for the evaluation agreeable to the Board of Trustees and the Village Manager ("**Annual Performance Evaluation**"), and the Board of Trustees and the Village Manager desire to utilize a consultant to facilitate the Annual Performance Evaluations going forward.

The Village President and Board of Trustees have determined that it is in the best interest of the Village and its residents to approve the increase in Base Salary and the bonus described above and to authorize the use of a consultant to facilitate the Annual Performance Evaluation in the manner set forth in this Resolution.

Section 2. APPROVAL OF INCREASE TO BASE SALARY

In accordance with Section 5.B. of the Employment Agreement, the Board of Trustees hereby approves an \$11,000.00 (4%) increase to the current annual Base Salary paid to Village Manager Pavlicek pursuant to the Employment Agreement which will bring the new annual amount of the Base Salary to \$286,000.00, effective as of September 1, 2025.

Section 3. APPROVAL OF ADDITIONAL COMPENSATION

In addition to the increase in Base Salary, the benefits and payments established in the Employment Agreement, and all other benefits available generally to Village employees, the Board of

Trustees hereby approves the payment to Village Manager Pavlicek of a bonus in the total amount of \$30,000.00. The bonus will be effective on October 1, 2025, and will be paid in 24 equal installments over a one-year period; provided that Village Manager Pavlicek may at any time elect that a portion or all of the bonus be in the form of additional annual deferred compensation payment.

Section 4. EFFECT OF RESOLUTION

Except for the salary and payment adjustments made pursuant to this Resolution, all provisions of the Employment Agreement remain in full force and effect, without change.

Section 5. RETROACTIVE EFFECT

The increase in Base Salary made pursuant to this Resolution shall be deemed to have taken effect as of September 1, 2025.

Section 6. AUTHORIZATION TO USE CONSULTANT

The Board of Trustees hereby agrees to work with the Village Manager to select and retain a consultant to facilitate the Annual Performance Evaluations required pursuant to Section 6 of the Employment Agreement.

Section 7. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and in the manner provided by law.

Approved: 09/09/25

RESULT:	APPROVED [6 – 0]
MOVER:	Johannah Hebl, Trustee
SECONDER:	Robert Israel, Trustee
AYES:	Israel, Ross, Hebl, Ebhomielen, Kohler, Cassidy
NAYES:	None
ABSTAIN:	Kathryn Ciesla, President
ABSENT:	None

/s/ Kathryn Ciesla
Village President

ATTEST:

/s/ Derek Gau
Village Clerk