

## **FIFTH AMENDMENT TO VILLAGE MANAGER EMPLOYMENT AGREEMENT**

**THIS FIFTH AMENDMENT** is made and entered into as of the 20<sup>th</sup> day of June, 2019 by and between the **VILLAGE OF GLENCOE**, an Illinois special charter municipal corporation (the "Village"), and **PHILIP A. KIRALY** ("Kiraly").

**WHEREAS**, on November 25, 2013, the Village and Kiraly entered into that certain Village Manager Employment Agreement ("Original Agreement") whereby the Village engaged Kiraly to serve as the Village Manager of the Village pursuant to the terms and conditions set forth in the Original Agreement; and

**WHEREAS**, on March 19, 2015, the Village and Kiraly entered into that certain First Amendment to Village Manager's Employment Agreement ("First Amendment"); and

**WHEREAS**, on March 17, 2016, the Village and Kiraly entered into that certain Second Amendment to Village Manager's Employment Agreement ("Second Amendment"); and

**WHEREAS**, on April 20, 2017, the Village and Kiraly entered into that certain Third Amendment to Village Manager's Employment Agreement ("Third Amendment"); and

**WHEREAS**, on June 21, 2018, the Village and Kiraly entered into that certain Fourth Amendment to Village Manager's Employment Agreement ("Fourth Amendment"); and

**WHEREAS**, the Village and Kiraly desire to further amend the Employment Agreement as more fully set forth in this Fifth Amendment, and

**WHEREAS**, the Village Board of Trustees authorized this Fifth Amendment by resolution duly adopted at its regular meeting on June 20, 2019.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth in the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and herein, and in accordance with Section 5.C of the Original Agreement, the parties mutually agree as follows:

**Section 1. Amendment to Subsection B(ii) of Section 2: Term and Termination.**

Subsection B(ii) of Section 2 of the Original Agreement shall be and is hereby amended to provide and read as follows:

- (ii) The Village may deliver to Kiraly a written notice of termination that will entitle Kiraly to a lump sum cash payment in an amount equal to 20 weeks of salary only (as determined at his then current rate of pay), plus payment for 100% of his accrued and unused vacation and holiday days and 50% of his accrued and unused sick days as of the date of his notice of termination.

**Section 2. Amendments to Subsections A and D of Section 3: Compensation Base Salary.**

The first sentence of Section 3.A of the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, shall be and is hereby further amended to provide and read as follows:

- A. Base Salary. Effective March 1, 2019, the Village shall pay Kiraly a base salary at least at the rate of Two Hundred Twenty Three Thousand One Hundred Ninety Six Dollars (\$223,196) per year on an annualized basis, payable in installments in accordance with the Village's normal payroll practices.

In addition, Subsection D of Section 3 of the Original Agreement shall be and is hereby deleted.

**Section 3. Amendment to Subsection 3(c) of Section 4: Relocation & Residency.**

Subsection 3(c) of Section 4 of the Original Agreement, as Amended in the Second Amendment, Third Amendment and Fourth Amendment, is hereby amended as follows:

- C. In the event of termination of Kiraly's employment, the equivalent value of one (1) month's salary shall be forgiven from the remaining value of the Residence Loan.
- D. Notwithstanding any other provision of this Agreement, in the event of the termination of Kiraly's employment, the remaining value, after the additional forgiveness outlined in Subsection 3 (c) above, of the Residence Loan will become due in full one (1) year after termination.

**Section 4. Effect of Amendment**

- A. Except as specifically amended in this Fifth Amendment, all provisions of the Original Agreement and the First, Second, Third, and Fourth Amendments shall

remain in full force and effect. The Original Agreement, and the First, Second, Third, and Fourth Amendment, and this Fifth Amendment shall collectively be referred to as the "Agreement."

- B. This instrument represents the full and complete understanding of the Village and Kiraly regarding this Fifth Amendment to the Village Manager Employment Agreement.
- C. All compensation provisions of this Fifth Amendment shall be considered retroactive to the start of the Fiscal Year March 1, 2019.

**IN WITNESS WHEREOF**, the parties hereto have executed this FIFTH AMENDMENT TO VILLAGE MANAGER EMPLOYMENT AGREEMENT on the date stated in the first paragraph of this Fourth Amendment.

VILLAGE OF GLENCOE

By: \_\_\_\_\_  
Village President

\_\_\_\_\_ Philip A. Kiraly

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Village Clerk

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