

**FIRST AMENDMENT TO VILLAGE MANAGER
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO VILLAGE MANAGER EMPLOYMENT AGREEMENT (“*First Amendment*”) is made and entered into as of the 19th day of August, 2021 (“*Effective Date*”) by and between the **VILLAGE OF GLENCOE**, an Illinois special charter municipal corporation (the “*Village*”), and **PHILIP A. KIRALY** (“*Kiraly*”).

WHEREAS, Kiraly has served as Village Manager for the Village since December 1, 2013, and

WHEREAS, on July 16, 2020, the Village and Kiraly entered into that certain Village Manager Employment Agreement (“*Employment Agreement*”) whereby the Village engaged Kiraly to continue to serve as the Village Manager of the Village pursuant to the terms and conditions set forth in the Employment Agreement; and

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

WHEREAS, the Village Board of Trustees authorized this First Amendment by resolution duly adopted at its regular meeting on August 19, 2021.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Employment Agreement and herein, and in accordance with Section 5.C of the Employment Agreement, the parties mutually agree as follows:

Section 1. Amendments to Subsection A of Section 3: Compensation; Base Salary.

The first sentence of Subsection 3.A of the Employment Agreement is hereby amended to provide as follows:

- A. Base Salary. Effective as of ~~March 1, 2020~~ January 1, 2021, the Village will pay Kiraly a base salary at least at the rate of ~~\$228,775~~ \$233,351 per year on an annualized basis, payable in installments in accordance with the Village’s normal payroll practices.

Section 2. Amendment to Paragraph (i) of Subsection B of Section 3: Compensation; Deferred Compensation and Bonuses.

Paragraph (i) of Subsection 3.B of the Employment Agreement is hereby amended to provide as follows:

- B. Deferred Compensation and Bonuses.

- (i) In addition to the Base Salary provided, the Village shall, as of January 1, 2021, pay \$7,500 \$5,000 per annum or the maximum amount permitted by law, whichever is less, into the International City Management Association Retirement Corporation (*ICMA-RC*) Deferred Compensation Plan on Kiraly's behalf, in equal proportionate amounts each pay period.

Section 3. Amendment to Add New Subsection H of Section 3; Compensation; Automobile Allowance.

Section 3 of the Employment Agreement is hereby amended to add a new Subsection 3(H), entitled "Automobile Allowance", to provide as follows:

(H) Automobile Allowance. The Village agrees to pay to the Kiraly, as of January 1, 2021, the sum of \$6,000 per year, payable bi-weekly, as a vehicle allowance to be used to purchase or lease a vehicle or for the use of Kiraly's existing vehicle. Kiraly shall be 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. Kiraly agrees that such vehicle will be maintained in a manner which reflects a suitable appearance, working condition and professional image for the Village.

Section 4. Effect of First Amendment

- A. Except as specifically amended in this First Amendment, all provisions of the Employment Agreement shall remain in full force and effect. The Employment Agreement and this First 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 First Amendment to the Employment Agreement.
- C. All compensation provisions of this First Amendment are considered retroactive to January 1, 2021. The Village will pay the incremental increases in Kiraly's compensation provided pursuant to this First Amendment for the period from January 1, 2021 through the Effective Date in lump sum payments (one to Kiraly directly and the other into the ICMA-RC) as of the Village's first regularly-scheduled pay period after the Effective Date.

[SIGNATURES FOLLOW ON SUBSEQUENT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this FIRST 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