SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HIGHLAND PARK AND GHIDA S. NEUKIRCH

THIS SECOND AMENDMENT is made and entered into as of the <u>22</u> day of November, 2022, by and between the City of Highland Park, an Illinois home rule municipal corporation (*"City"*), and Ghida S. Neukirch (*"Employee"*). In consideration of the recitals and mutual covenants and agreements set forth in this Second Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The City and the Employee entered into that certain "City Manager Employment Agreement" dated as of December 9, 2019 (*"Agreement"*). Pursuant to the Agreement, the City agreed to employ the Employee, and the Employee agreed to be employed by the City, to perform the duties of City Manager of the City of Highland Park.

B. On November 21, 2021, the City adopted Resolution No. R136-2021, approving the First Amendment to the Agreement ("**First Amendment to the Agreement**").

C. Section 8 of the Agreement provides for the payment by the City to the Employee of an annual vehicle allowance in the amount of \$4,100.00.

D. Section 1 of the First Amendment to the Agreement provides for an increase to the annual vehicle allowance in the amount of \$4,500.00 per year.

E. Pursuant to Section 16.B of the Agreement, the City and the Employee desire to additionally amend the Agreement to increase the annual vehicle allowance to \$6,000.00.

F. Pursuant to Section 16.B of the Agreement, the City desires to additionally amend the Agreement to provide the City Council discretionary authority to adjust the Employee's vehicle allowance as appropriate.

Section 2. Second Amendment to the Agreement.

Section 8 of the Agreement is hereby amended to read as follows:

"Section 8. Automobile

The City agrees to pay to the Employee the sum of \$4,500.00 <u>\$6,000.00</u> per year, payable monthly, as a vehicle allowance to be used to purchase or lease a vehicle or for the use of her existing vehicle. The Employee is responsible for paying for liability, property damage, and comprehensive insurance coverage for the vehicle, and also is responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of the vehicle. The Employee agrees that her vehicle will be maintained in a manner which reflects a suitable appearance, working condition, and professional image for the City. The City Council may adjust the Employee's vehicle allowance from time to time if the City Council, in its discretion, determines that an adjustment is appropriate."

Section 3. Effect; Effective Date.

All terms, conditions and provisions of the Agreement that are not expressly amended or modified by this Second Amendment shall remain unchanged and in full force and effect as if fully set forth herein. To the extent that the terms and provisions of this Second Amendment conflict with the Agreement, the terms and provisions of this Second Amendment shall control. The effective date of this Second Amendment shall be October 11, 2022.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives as of the date and year first written above.

ATTEST: alosta

By:

Ashley Palbitska, Deputy City Clerk

Date: 11/22/2022

CITY OF HIGHLAND PARK		
By:	Wanuy R. Roting	
Nancy R. Rotering, Mayor		
Date:	November 22, 2022	

GHIDA S. NEUKIRCH lenkird

Date: 22 November 2022