



AGENDA

Special City Council Meeting

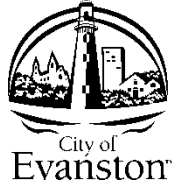
Thursday, August 12, 2021

Lorraine H. Morton Civic Center, James C. Lytle City Council Chambers, Room 2800

5:30 PM

Those wishing to make public comments at the City Council meeting may submit written comments in advance or sign up to provide public comment by phone or video during the meeting by completing the City Clerk's Office's online form at www.cityofevanston.org/government/city-clerk/public-comment-sign-up or by calling/texting 847-448-4311.

Community members may watch the City Council meeting online at www.cityofevanston.org/channel16 or on Cable Channel 16



SPECIAL CITY COUNCIL MEETING

**CITY OF EVANSTON, ILLINOIS
LORRAINE H. MORTON CIVIC CENTER
James C. Lytle City Council Chambers Room 2800
Thursday, August 12, 2021
5:30 p.m.**

ORDER OF BUSINESS

- (I)** Roll Call – Begin with Councilmember Kelly
- (II)** Special Orders of Business

SPECIAL ORDERS OF BUSINESS

(SP1) Special Order of Business: Resolution 80-R-21, Authorizing the Mayor to Execute the Separation Agreement between City Manager Storlie and the City of Evanston

(III) Communications: City Clerk

(IV) Public Comment

Members of the public are welcome to speak at City Council meetings. As part of the Council agenda, a period for public comments shall be offered at the commencement of each regular Council meeting. Public comments will be noted in the City Council Minutes and become part of the official record. Those wishing to speak should sign their name and the agenda item or non-agenda topic to be addressed on a designated participation sheet. If there are five or fewer speakers, fifteen minutes shall be provided for Public Comment. If there are more than five speakers, a period of forty-five minutes shall be provided for all comment, and no individual shall speak longer than three minutes. The Mayor will allocate time among the speakers to ensure that Public Comment does not exceed forty-five minutes. The business of the City Council shall commence forty-five minutes after the beginning of Public Comment. Aldermen do not respond during Public Comment. Public Comment is intended to foster dialogue in a respectful and civil manner. Public comments are requested to be made with these guidelines in mind.

(V) Executive Session

(VI) Adjournment

Information is available about Evanston City Council meetings at: www.cityofevanston.org/citycouncil. Questions can be directed to the City Manager's Office at 847-866-2936. The City is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the City Manager's Office 48 hours in advance so that arrangements can be made for the

accommodation if possible.



Memorandum

To: Honorable Mayor and Members of the City Council
From: Nicholas Cummings, Corporation Counsel
Subject: Resolution 80-R-21, Authorizing the Mayor to Execute the Separation Agreement between City Manager Storlie and the City of Evanston
Date: August 12, 2021

Recommended Action:

Mayor Biss recommends adoption of Resolution 80-R-21, approving the Separation Agreement between Erika Storlie and the City of Evanston.

Council Action:

For Action

Summary:

The Corporation Counsel at the authority of the City Council negotiated in good faith the terms of a Separation Agreement with City Manager Erika Storlie. The Agreement calls for Storlie to be paid the same compensation package included in her employment contract.

It was inaccurately reported that City Manager Storlie demanded confidentiality of the final work product resulting from the Independent Investigation. On the contrary, the City demanded that City Manager Storlie keep information she learned from the final work product confidential. The City agreed to similar terms of confidentiality except for information as required by law to disclose.

Additionally, it was inaccurately reported that City Manager Storlie would have input into the final work product. City Manager Storlie would only have access to any final work product in its final form and not before it was provided to the City.

To clarify the confusion, the City amended the language in paragraphs 6, 9 and 16. Paragraph 6 allows Storlie, who, as a part of the Agreement has agreed to participate in the investigation, a reasonable opportunity to review the findings and report, if there is indeed a report produced by Salvatore, Prescott, Porter & Porter. Paragraph 9 maintains City Manager Storlie's requirement of confidentiality regarding any portions of any report or any privileged or confidential information she came to possess during her employment. The City's obligations regarding confidentiality remain limited to those required by law.

Mayor Biss would like to extend his gratitude to City Manager Storlie for her continued professionalism, her dedicated service, and her unwavering commitment to City Staff and the Evanston community. Over the course of her 16 year career she embraced every challenge presented and garnered respect from everyone she worked with by leading with integrity, honesty and compassion.

Attachments:

[80-R-21 Approving Separation Agreement and Authorizing Mayor to Sign](#)

[Employment Separation Agreement \[FINAL 8.10.21\]](#)

80-R-21

A RESOLUTION

**Authorizing the Mayor to Enter Into a
Separation Agreement with Erika Storlie**

WHEREAS, in October 2020, the City Council appointed Erika Storlie City Manager for the City of Evanston; and

WHEREAS, Erika Storlie served the City of Evanston and its residents with integrity in various capacities since 2004; and

WHEREAS, the City Council and Erika Storlie mutually decided to negotiate the terms of a separations agreement; and

WHEREAS, Erika Storlie and the Corporation Counsel on behalf of the City believe the Separation Agreement to be fair and reasonable and in the interest of both parties.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: The City Council of the City of Evanston hereby authorizes the separation agreement for Erika Storlie, ending her term as City Manager effective October 8, 2021. Attached hereto as Exhibit 1 is a copy of the agreement and incorporated herein by reference.

SECTION 3: The Mayor is hereby authorized to execute the separation agreement for City Manager and the City Clerk is hereby directed to attest to the agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Daniel Biss, Mayor

Attest:

Approved as to form:

Stephanie Mendoza, City Clerk

Nicholas E. Cummings, Corporation Counsel

Adopted: _____, 2021

EXHIBIT A

SEPARATION AGREEMENT

Employment Separation Agreement

This Employment Separation Agreement (the “Agreement”) is entered this _____ day of August, 2021, by and between the City of Evanston (“the City”) and Erika Storlie (“Storlie”). The City and Storlie may be collectively referred to herein as the “Parties”. Except as expressly set forth herein, to the extent of any conflict between the terms of this Agreement and any other agreement, contract, or policy relating to the terms of this separation (including but not limited to the Employment Agreement referenced below, collective bargaining agreements, if any, and City personnel policies), this Agreement shall supersede and control.

1. Storlie and City are currently parties to that certain Employment Agreement (the “Employment Agreement”) dated October 19, 2020.

2. Pursuant to the Employment Agreement, Storlie is currently employed by the City as City Manager.

3. The Parties have agreed that separation under the terms and conditions set forth herein is in each party’s best interest. As part of the consideration for the benefits set forth in this Agreement, the City and Storlie agree that Storlie’s separation from employment shall be considered an “agreed-upon resignation”.

4. Simultaneous with City’s execution of this Agreement, Storlie shall submit a signed, irrevocable notice of her resignation, which is attached as Appendix A. This resignation shall be effective at the close of business on October 8, 2021. The City will report to IMRF that her last date of employment is October 8, 2021 (the “Separation Date”).

5. As consideration for this Agreement, Storlie shall receive the following severance payments. Storlie and the City agree these payments represent the full amount to which Storlie is entitled to under this Agreement, or otherwise relating to her employment by the City:

- a. Pay for her normal salary earned through her Separation Date, less all required deductions and withholdings.
- b. A lump sum payment representing twenty (20) weeks of compensation inclusive of contributions to deferred compensation and any annual allowances or stipends.
- c. Compensation for all accrued and unused vacation days, floating holidays and 50% of accrued sick days. Payment for sick days shall occur on January 21, 2022.
- d. Continuation of health care coverage through December 31, 2021 at current contribution rates.

6. Storlie shall reasonably cooperate with any pending litigation or litigation not yet known arising out of her time as the City Manager, including but not limited to claims or cases in any court of competent jurisdiction including federal or state, or in any administrative venue, including but not limited to the Illinois Department of Human Rights and/or the Equal Employment Opportunity Commission. Further, Storlie agrees to reasonably cooperate with the City's independent investigation into the allegations of misconduct among lakefront staff (the "Independent Investigation"). In connection therewith, City shall provide Storlie with the reasonable opportunity to review the resulting investigation findings and report, if any.

7. Other than the payments contemplated in Paragraph 5 of this Agreement, Storlie shall not be entitled to any further or additional compensation of any kind, whatsoever, from the City. Storlie's status as an employee of the City shall terminate as of the close of business on October 8, 2021.

8. Storlie agrees that on or prior to her Separation Date she shall return to the City any and all materials, supplies, computers, telephones, uniforms, tools, keys, or other equipment furnished to her by the City. Storlie shall also return any badges, business cards, insignia, identifying markers or other credentials which identify her as an employee of the City, and all shirts, jackets, hats or clothing so indicating. She shall provide a list of all computer/program/website usernames and passwords used by her to access official software/websites/computers in the performance of her employment as a City employee. All such items shall be returned to the City within seven (7) days of the date of this Agreement.

9. The undersigned agree that strict confidentiality is mutually beneficial to both parties. Therefore, Storlie agrees to keep confidential and privileged any information obtained during the course of her employment with the City, including but not limited to any portions of any report of the Independent Investigation that contain attorney-client privileged or confidential information. Similarly, the City agrees to keep confidential information relating to Storlie's employment by the City, except as required by law. This Paragraph does not apply to any information that has been made available to the public or is required to be disclosed by law.

10. Storlie acknowledges that the benefits set forth in this Agreement constitute valid and sufficient consideration for the promises contained in this Agreement and that the City was not otherwise obligated to provide Storlie with such consideration.

11. In further consideration of the promises made by the City and Storlie in this Agreement, the City and Storlie hereby release and forever discharge the other from any and all actions, causes of action, claims or liabilities of any kind which have or could be asserted against the City or Storlie arising out of or related to Storlie's employment by the City, including but not limited to:

- a. claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Acts of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older

Worker Benefit Protection Act; the Employee Retirement Income Security Act, as amended; the Americans with Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; the Fair Labor Standards Act; the Family Medical Leave Act; the Fair Labor Standards Act; the National Labor Relations Act; the Consolidated Omnibus Budget Reconciliation Act; the Employee Retirement Income Security Act of 1974, as amended; the Federal Occupational Safety and Health Act; the Illinois Public Labor Relations Act; the Illinois Human Rights Act (including any claims of retaliation); the Illinois Equal Pay Act; the Illinois Victims' Economic Security and Safety Act; the Illinois Minimum Wage Act; the Illinois Wage Payment and Collection Act and/or any other federal, state, or municipal employment discrimination or wage statutes (including, but not limited to, claims based on age, sex, sexual orientation, pregnancy, attainment of benefit plan rights, race, color, religion, national origin, ancestry, disability, medical condition, retaliation, marital status and veteran status); and/or

b. claims, actions, causes of action or liabilities and/or any other federal, state, or local statute, law, ordinance or regulations; and/or

c. any other claim whatsoever including, but not limited to, claims based upon breach of contract, breach of oral or implied contract, breach of covenant of good faith and fair dealing, wrongful termination, violation of public policy, defamation, intentional infliction of emotional distress, negligence and/or any other common law, statutory or other claim whatsoever arising out of or relating to Storlie's employment by the City;

d. The City shall release any claim against Storlie for which Storlie would be entitled to a defense or indemnification from the City pursuant to her Employment Agreement and specifically incorporated by reference the indemnification obligations of the City as set forth in Paragraph 15 of the Employment Agreement.

Excluded from this release of claims are any claims which cannot be waived by law, including any claims which Storlie may make under state workers' compensation laws and/or any claim related to a breach of this Agreement. Also excluded from this release of claims is Storlie's right to file a charge with an administrative agency. However, Storlie waives any right to any monetary recovery should any federal, state, or local administrative agency pursue any claim on her behalf arising out of or related to his employment with the City. Also excluded from this waiver and release of claims are any acts of intentional malfeasance by Storlie which have not been disclosed to the City and its elected officials.

12. In compliance with the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f), Storlie acknowledges that she has knowingly and voluntarily signed and entered into this Agreement, and that:

- a. This Agreement is written in a manner calculated to be understood by her, and she understands all of the terms of this Agreement;
- b. In addition to the waiver and release of all other claims, this Agreement results in the waiver and release by her of all claims arising under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621, *et seq.* (“ADEA”);
- c. In exchange for the waiver and release by her of all ADEA claims, Storlie is receiving consideration in addition to anything of value to which she is already entitled;
- d. The City is hereby advising Storlie to consult with an attorney before signing this Agreement and Storlie has so consulted with an attorney of her choosing;
- e. This Agreement waives and releases only those claims and rights arising prior to the date Storlie signs this Agreement;
- f. She understands that she has a period of twenty-one (21) days in which to consider this Agreement. After Storlie signs this Agreement, she will have seven (7) calendar days to revoke it if she changes her mind by delivering a written revocation to Corporation Counsel Law Department, 2100 Ridge Avenue, Evanston, Illinois.

13. The City agrees and acknowledges that if it receives any inquiry from any party regarding Storlie’s employment by the City, the City shall limit its response to such inquiry to Storlie’s dates of employment by the City, position held, and her last salary. Storlie agrees to address all employment inquiries to the Human Resources Department. The City shall also provide any information which is legally required to be disclosed pursuant to a lawful request for information including but not limited to a Freedom of Information Act request, subpoena, or court order. The City may release additional information if Storlie provides a written release authorizing the release of such information.

14. If any of the provisions are not fully complied with by either party, both parties acknowledge and agree that the other party may seek enforcement of this Agreement by a court in the First Judicial Circuit, Skokie, District 2, Cook County, Illinois. The City and Storlie expressly agree that the aforesaid court shall be the sole and exclusive venue in which to pursue purported violations of this Agreement. In the event that Storlie breaches any provision of this Agreement, the City shall not be obligated to pay any further compensation or benefits to Storlie. This Agreement shall be governed and enforced pursuant to Illinois law. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

15. The parties further agree and acknowledge by signing this Agreement that this document constitutes the full and complete understanding between them and that no other understanding, verbal or written, exists between the parties. This Agreement may not be modified except in writing, signed by both parties hereto.

16. Both parties, on behalf of themselves and their representatives, agree that effective upon the date of this Agreement neither party shall, through any form of communication with the press, public, social media of any kind, disparage the other in any way. In connection therewith, both parties acknowledge and agree that forms of communication shall include, but are not limited to, websites, public forums, Instagram, Twitter and Facebook pages. This limitation on communication and disclosure shall exclude the contents of any publicly-released findings and/or report of the Independent Investigation identified in Paragraph 6 and any commentary on such publicly-released findings and/or report.

17. Other than approval of this document in Open Session of the City Council as required by Illinois State Law, the City agrees not to make any statements to the press or public regarding Storlie’s separation from service provided, however, that if Storlie makes statements to the public or the press then the City may issue a response. Assuming Storlie does not make any statements to the press, if the press inquires as to the reasons for her separation, the City agrees that it will limit its response to the following:

“Erika Storlie served the City of Evanston for over sixteen (16) years, most recently as its City Manager, and dedicated significant effort to her duties over that time. Her service is appreciated. Ms. Storlie has advised the City that she seeks to pursue other opportunities, and both she and the City of Evanston have mutually agreed that she will leave her employment with the City to pursue those opportunities. We wish her success in her future endeavors. The City does not comment on personnel matters and we have no further comment.”

ERIKA STORLIE:

BY: _____

DATED: _____

CITY OF EVANSTON:

BY: _____

ITS: MAYOR _____

DATED: _____

Appendix A

Dear Mayor _____,

For the reasons we have discussed, I have elected to submit my voluntary resignation, effective at the close of business on October 8, 2021. I am happy to have had the chance to serve the residents of Evanston, and I am proud of the accomplishments we made during my time here. I extend my best wishes for a successful future to you, the residents of Evanston, and the City's fine workforce.

Sincerely,

Erika Storlie